

**MEMORANDUM OF UNDERSTANDING
for the
Yukon Nominee Program**

This Agreement made at Whitehorse, Yukon

BETWEEN:

**The Yukon Government, Department of Education, as represented by the
Assistant Deputy Minister of Advanced Education Branch, Brent Slobodin**
(the "Government")

AND:

***** (Name of Individual or Organization who will employ the Nominee) as represented
by
*** (Name and Title)**
(the "Employer")

AND:

***** (Nominee Full Name and address)**
the "Nominee")

(collectively the "Parties")

Whereas:

- a. The Government and the Government of Canada share responsibility for immigration;
- b. The Government entered into an *Agreement for Canada-Yukon Co-operation on Immigration* to foster an effective partnership between Canada and Yukon for the recruitment, selection, admission, control, settlement, and integration of immigrants to Yukon;
- c. The Government of Canada allows eligible foreign workers to work in Canada for a period of time if an Employer can show that they are not able to find suitable Canadian citizens or Canadian permanent residents to fill jobs and that the entry of the foreign workers will not have a negative impact on the Canadian labour market; and

December 07, 2011

- d. The Government is committed to addressing Yukon's work force shortage through the Yukon Nominee Program (the "Program") through the Skilled Worker or Critical Impact Worker streams.

The Parties to this Agreement, in consideration of the mutual promises set out, have agreed to fulfill the following undertakings:

1. The Nominee undertakes to:

- 1.1 Do the work outlined in the employment contract.
- 1.2 Meet within 2 days of arrival in Yukon with representatives from the Government, specifically the Advanced Education Branch, for an entry interview before commencing work.
- 1.3 Meet with representatives of the Government, at least once a year, separate from her/his Employer in order to discuss the employment relationship.
- 1.4 Meet employment and monitoring requirements that are required by the Program.
- 1.5 Agree to fair market value rent being deducted from her/his pay if the Employer provides housing.
- 1.6 Notify the Government of any changes in the employment relationship, including but not limited to, termination, change of ownership of the business employing the nominee, or change of the name of the business employing the nominee.
- 1.7 Apply for permanent residency within 3 months of arriving in Yukon. Failure of the Nominee to apply for PR within the given timeframe may result in the termination of the nomination.

2. The Employer undertakes to:

- 2.1 Contact the Government, specifically the Advanced Education Branch, within 2 business days of the Nominee's arrival in Yukon to schedule an entry interview for the Nominee. The entry interview must be held before the Nominee commences work.
- 2.2 If the Nominee is already present in Yukon, contact the Government, specifically the Advanced Education Branch, to schedule an entry interview for the Nominee before the Nominee commences work.
- 2.2 Follow the law set out in the *Employment Standards Act* and the *Human Rights Act* and, if applicable, the terms of any collective agreement in place.
- 2.3 Agree:

- a) to pay the Nominee for their regular hours of work of \$_____ per hour/week/month;
- b) to make all required deductions from the Nominee's pay;
- c) to pay whatever assessments are required by the Workers Compensation Act; and
- d) not to recover from the Nominee, (through payroll deductions or any other means):
 - i. any costs incurred in recruiting or retaining the Nominee, which includes any money paid to a recruiter;
 - ii. any costs associated with providing health insurance;
 - iii. any costs associated with the Workers Compensation Act.

2.4 If the Nominee is not already residing in Yukon, pay for the air travel cost for the Nominee to come to Yukon from his/her place of permanent residence (but not for the travel costs of family or dependants).

2.5 If the Nominee does not obtain permanent residency, pay for return air transportation for the Nominee from Yukon to their country of permanent residence.

2.6 Ensure that suitable housing is available for the Nominee, and help the Nominee find suitable housing if requested by the Nominee.

2.7 Provide free to the Nominee health insurance that gives similar coverage to what a Yukon resident gets under the *Health Care Insurance Plan Act* until the Nominee is eligible for insured health care under the *Health Care Insurance Plan Act*.

2.8 Register the Nominee under the *Workers' Compensation Act* and pay the assessments and premiums required by that Act.

2.9 Demonstrate the efforts taken to assist the employee in their making an application for PR within three month.

The employer understands that:

- a) Failure of the Nominee to apply for PR within the given timeframe may result in the termination of the nomination.
- b) If the employer can not demonstrate that they have assisted the Nominee in their application, they may be disqualified from further participation in the program.

2.10 Make every effort to allow and support the Nominee to access services to assist the Nominee to settle into the community, such as, but not limited to:

- a) attending classes to improve English or French language skills, depending on the language of the work place;
- b) allowing time for the Nominee to seek adequate housing options; and
- c) allowing time for the Nominee to pursue their permanent residency application, including, within reason, leave with pay separate from vacation or holiday time.

- 2.11 Meet with representatives of the Government separate from the Nominee, at least once a year, in order to discuss the employment relationship.
- 2.12 Provide the Nominee with adequate opportunities to meet with representatives of the Government for the purposes of discussing the employment relationship.
- 2.13 Resolve any issues with the employment relationship that the Government has brought to the attention of the Employer.
- 2.14 Not terminate the employment relationship with the Nominee unless it is for cause.
- 2.15 Inform the Government within one working day of any change in a Nominee's working status. This includes, but is not limited to, termination, change of ownership or change of the legal name of the business.
- 2.16 Agree to provide written notice of termination to the Nominee at least one week in advance if the Nominee has completed three (3) months uninterrupted service and if the contract is not about to expire.
- 2.17 If the employment relationship is terminated before the Nominee becomes a permanent resident, pay for return air transportation for the Nominee from the Yukon to his/her country of permanent residence, unless the Nominee begins working for another Yukon Employer within 90 days after the employment relationship is terminated.

3. The Advanced Education Branch undertakes to:

- 3.1 Not revoke the Nominee's nomination, unless the Nominee:
 - a) is denied permanent residency;
 - b) no longer meets the requirements set out in the *Immigration and Refugee Protection Act and Regulations*; or
 - c) breaches any of the terms of this Agreement.
- 3.2 The Government will visit the site of employment to investigate compliance with this Agreement.
 - a) The timing, number and length of site visits will be at the Government's discretion.
 - b) If the Government suspects that either the Employer or the Nominee is not complying with this Agreement, the Government may take any investigatory action it sees fit.
 - c) If the Government determines that the Employer or Nominee is not fulfilling their obligations in this Agreement, Yukon will take the following steps:
 - i. inform the Employer and Nominee in writing about the issue with a copy of the letter going to the Government of Canada;

- ii. give notice to the party who is not fulfilling their obligations of the amount of time to resolve the issue; and
 - iii. confirm that the party who is not fulfilling their obligations has resolved the problem according to the timeline given.
- d) Consequences for non-compliance:
- i. if the Employer is in violation and does not resolve the issue by the deadline, the Government will not accept applications from the Employer to the Yukon Nominee Program for up to three (3) years, depending on the severity of the issue.
 - ii. if the Nominee is in violation and does not resolve the issue by the deadline, the Government may terminate the Nominee's nomination.

4. The Parties further agree that:

- 4.1 This Agreement is made in Yukon, Canada and any disputes arising out of this Agreement will be dealt with under Yukon law.
- 4.2 This Agreement shall be in effect from the date of signing until the Nominee has been granted permanent residency in Yukon or the employment relationship has been terminated whichever occurs first.

5. The Parties further agree and understand that:

- 5.1 The Government is collecting this information under the authority of the *Access to Information and Protection of Privacy Act, Section 29(c)*.
- 5.2 Information may be shared amongst them, including personal information as it is defined in the *Access to Information and Protection of Privacy Act*.
- 5.3 The Government is collecting this information for the administration of the Yukon Nominee Program and will use it for that purpose as well as for related purposes such as statistical analysis, research, studies and evaluations of the Yukon Nominee Program.
- 5.4 If the Employer breaches any of the obligations set out in this Agreement the Government will not accept any applications from the Employer to the Yukon Nominee Program for up to 3 years.

IN WITNESS WHEREOF the Parties hereto have signed and executed this Agreement by their duly authorized representatives on the dates indicated below:

For Yukon Government

_____ Signed the ____ day of _____, 201__
Advanced Education Branch

For (Employer Name)

I understand all the foregoing statements, having asked for and obtained an explanation for every point which was not clear to me.

_____ Signed the ____ day of _____, 201__.
Employer

For (Nominee Name)

I understand all the foregoing statements, having asked for and obtained an explanation for every point which was not clear to me.

_____ Signed the ____ day of _____, 201__.
Nominee