



ASSOCIATION POUR LA DÉFENSE DES DROITS DU PERSONNEL DOMESTIQUE DE MAISON ET DE FERME/ADDPD  
 ASSOCIATION FOR THE RIGHTS OF HOUSEHOLD AND FARM WORKERS/ARHW

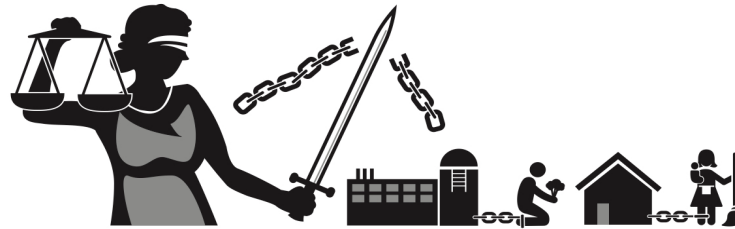
SAWP-CONTRACTS 2021: THE MOST PROBLEMATIC CLAUSES

EXPLICIT OBSTACLES TO FREEDOM TO QUIT UNSAFE WORK/ABUSIVE CONDITIONS IN CANADA	Notes	Recommended replacement wording	
<p>SAWP Mexico/Carib standard contract 2021 – clause VIII.2/IX.2</p>	<p>The <b>employer</b> acknowledges and agrees: 2. That the <b>workers</b> approved under the Seasonal Agricultural Workers Program are authorized by their work permit <b>only</b> to perform agricultural labour <b>for the employer to whom they are assigned</b>. Any person who knowingly induces or aids a foreign worker, without the authorization of ESDC/Service Canada, to perform work for another person or to perform non-agricultural work outside the scope of the Labour Market Impact Assessment (LMIA), is liable on conviction to a penalty up to \$50,000 or 2 years imprisonment or both under the <i>Immigration and Refugee Protection Act</i> S 124(1)(C) and 125</p>	<p>LMIA for SAWP workers should be valid nation-wide, at least for all occupations within the agro-food sector (and not anymore tied to specific employers, or instead tied to a specific employer coalition/agency).</p>	<p>The <b>employer</b> acknowledges and agrees: 2. That the <b>workers</b> approved under the Seasonal Agricultural Workers Program are authorized by their work permit <b>to perform work for any Canadian employer operating within the agro-food sector</b>. Any person who knowingly induces or aids a foreign worker, without the authorization of ESDC/Service Canada, to <b>perform work outside the scope of the Labour Market Impact Assessment (LMIA)</b>, is liable on conviction to a penalty up to \$50,000 or 2 years imprisonment or both under the <i>Immigration and Refugee Protection Act</i> S 124(1)(C) and 125.</p>



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<p>SAWP Mexico/ Carib standard contract 2021 – clause IX.1/XI.5</p>	<p>The <b>worker</b> agrees: 1. To work during the term of employment under the supervision and direction of the <b>employer</b> and to perform the duties of the agricultural work requested <b>in an efficient manner</b>.</p>	<p>Canadian employer violation of SAWP workers’ basic human (and labour) rights is currently the norm, not the exception. Also, the federal has now committed millions of dollars to non-profit organizations in</p>	<p>The <b>worker</b> agrees: 1. To work during the term of employment under the supervision and direction of the <b>employer</b> and to perform the duties of the agricultural work requested in an efficient manner, <b>unless the worker feels that the efficacy requested put any worker’s physical or psychological integrity at risk. In that case, the worker should rescind the contract and respond to another agro-food job offer broadcast by the federal government with the assistance of the regional, federally-funded, and independent from employer coalitions, non-profit migrant worker support organization.</b></p>
<p>SAWP Mexico/ Carib standard contract 2021 – clause IX.2/XI.5</p>	<p>The <b>worker</b> agrees: 2. <b>To obey and comply with all rules set down by the employer</b> relating to the safety, discipline, care and maintenance of property.</p>	<p>order for them to provide assistance when migrant workers request it.</p>	<p>The <b>worker</b> agrees: 2. To obey and comply with all rules set down by the <b>employer</b> relating to the safety, discipline, care and maintenance of property, <b>unless the worker feels that obeying the employer could put any worker’s physical or psychological integrity at risk. In that case, the worker should rescind the contract and respond to another agro-food job offer broadcast by the federal government with the assistance of the regional, federally-funded, and independent from employer coalitions, non-profit migrant worker support organization.</b></p>



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<p>SAWP Mexico/ Carib standard contract 2021 – clause IX.3/XI.5</p>	<p>The <b>worker</b> agrees: 3. To not work for any other person without the approval of ESDC/Service Canada, the <b>government agent</b> and <b>the employer</b>, except in situations arising by reason of the <b>employer's</b> breach of this contract and where alternative arrangements for employment are made under Section X, clause 6.</p>	<p>SAWP workers should stop, in 2022, being treated as a specific employer's property.</p>	<p>The <b>worker</b> agrees: 3. To not work outside the <b>agro-food sector</b> without the approval of ESDC/Service Canada.</p>
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INDIRECT OBSTACLES TO FREEDOM TO QUIT UNSAFE WORK/ABUSIVE CONDITIONS IN CANADA	Notes	Recommended replacement wording	
<p>SAWP Mexico/Carib standard contract 2021 – clause X.6/IX.4 (if employer breach contract, agent not worker may rescind contract)</p>	<p>That if it is determined by the GOVERNMENT AGENT, after consultation with ESDC/SERVICE CANADA that the EMPLOYER has not satisfied their obligations under this contract, the contract will be rescinded by the GOVERNMENT AGENT on behalf of the WORKER, and if alternative agricultural employment cannot be arranged through ESDC/SERVICE CANADA for the WORKER in that area of Canada, the EMPLOYER shall be responsible for the full costs of returning the WORKER to Mexico City, Mexico; and if the term of employment as specified in Section I, clause 2, is not completed and employment is terminated under Section X, clause 6, the WORKER shall receive from the EMPLOYER a payment to ensure that the total wages paid to the WORKER is not less than that which the WORKER would have received if the minimum period of employment had been completed.</p>	<p>SAWP workers abused in Canada need to access and obtain justice in the country before any repatriation occurs; Canadian labour laws penalties should also be applicable and enforced upon abusive SAWP employers.</p>	<p>That if it is determined by the GOVERNMENT AGENT or by the WORKER that the EMPLOYER has not satisfied their obligations under this contract, the contract will be rescinded by the GOVERNMENT AGENT or by the WORKER, and EVEN if alternative agro-food employment is arranged for the worker anywhere in Canada through a federally-funded, independent from employers and non-profit migrant worker support organization, the EMPLOYER shall be responsible for the full costs of returning the WORKER to Mexico City, Mexico, at the moment and time decided by the worker; and if the term of employment as specified in Section I, clause 2, is not completed, the WORKER shall be legally entitled to recover from the EMPLOYER at least a payment to ensure that the total wages paid to the WORKER is not less than that which the WORKER would have received if the minimum period of employment had been completed.</p>



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<p>SAWP Mexico/Carib standard contract 2021 – clause XI.1.c/XV.2.c (not to transfer without the approval of agent)</p>	<p>In the case of transferred workers, the TRANSFERRING EMPLOYER and RECEIVING EMPLOYER agree that: 1. For a WORKER transfer to take place: a. The WORKER does not need to seek a new work permit, provided the WORKER has a valid work permit and has not completed eight (8) months of employment. b. <b>The RECEIVING EMPLOYER must be a SAWP EMPLOYER with a positive transfer LMIA received in writing from ESDC/SERVICE CANADA prior to the transfer of the WORKER.</b> c. All parties, including the WORKER, <b>TRANSFERRING EMPLOYER, RECEIVING EMPLOYER and GOVERNMENT AGENT in Canada</b> must agree to the transfer.</p>	<p>SAWP workers should stop, in 2022, being treated as a specific employer’s property (and/or as the property of the government of Mexico).</p>	<p>The WORKER does not need to seek a new work permit, provided the WORKER has a valid work permit and has not completed eight (8) months of employment. b. <b>The RECEIVING EMPLOYER must be an EMPLOYER in the agro-food industry not recently found guilty or currently accused of labour rights violations by a provincial or federal agency. CANADA prior to the transfer of the WORKER.</b> c. All parties, the WORKER, <b>the regional federally-funded independent from employers non-profit migrant worker support organization,</b> and the RECEIVING EMPLOYER must agree to the transfer.</p>
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INDIRECT OBSTACLES TO ACCESS TO JUSTICE AND COMPENSATION IN CANADA	Notes	Recommended replacement wording	
<p>SAWP Mexico/Carib standard contract 2021 – clause XII.2/XVI.1 (gov-held personal info on worker’s work accident, complaint, etc. may be released to employers and placement agents)</p>	<p>The WORKER and the EMPLOYER agree that any personal information held by the Federal Government of Canada and the Government of the Province/Territory in which the work is performed may be released to ESDC/SERVICE CANADA, to Immigration, Refugees and Citizenship Canada, to the GOVERNMENT AGENT of Secreteria del Trabajo y Prevision Social and Secretaria de Relaciones Exteriores, to the Foreign Agricultural Resource Management Service (FARMS), to the Fondation des entreprises en recrutement de maind'oeuvre agricole étrangère (FERME), to the Western Agriculture Labour Initiative (WALI) and to the Insurance Company designated by the GOVERNMENT AGENT. Information shared must be necessary to facilitate the operation of the Seasonal Agricultural Workers Program. The consent of the WORKER to the release of information includes, but is not restricted to: a. information held under the Employment Insurance Act, (including the WORKER’S Social Insurance Number); b.</p>	<p>Workers avoid seeking health assistance when ill or after a work accident because of the fear of being laid off, repatriated, deported or blacklisted for future re-admission in Canada. Standard privacy rights apply also to them – and are absolutely necessary to prevent obstacles to healthcare and the negation of justice and compensation in case of work accident or right violations, and the</p>	<p>The WORKER and the EMPLOYER agree that any personal information held by the Federal Government of Canada and the Government of the Province/Territory in which the work is performed will never be released to Immigration, Refugees and Citizenship Canada or the Canadian Border Service Agency. No personal information will be transferred to the GOVERNMENT AGENT of Secreteria del Trabajo y Prevision Social and Secretaria de Relaciones Exteriores, to the Foreign Agricultural Resource Management Service (FARMS), to the Fondation des entreprises en recrutement de maind'oeuvre agricole étrangère (FERME), to the Western Agriculture Labour Initiative (WALI) OR to the Insurance Company designated by the GOVERNMENT AGENT – in particular no health, social service or accident compensation related information held by the government of the province/territory in which the work is performed will ever be released to an employer, an employer coalition or a foreign government.</p>



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	<p>any health, social service or accident compensation related information held by the government of the province/territory in which the work is performed, including any unique alpha-numerical identifier used by any province/territory; c. Medical and health information and records which may be released to Immigration, Refugees and Citizenship Canada as well as the Insurance Company designated by the GOVERNMENT AGENT.</p>	<p>systematic blacklisting of whistle blowers and/or victims of a work accident or illness.</p>	
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