

**Tri-Partite Agreement (TPA)
for the
Yukon Nominee Program**

This Agreement made at Whitehorse, Yukon

BETWEEN:

**The Government of Yukon, Department of Economic Development, as represented by
Immigration Officer _____, of the Immigration
Branch**
(the “Immigration Branch”)

AND:

_____,
as represented
by

(the “Employer”)

AND:

,

(the “Nominee”)

(collectively the “Parties”)

Whereas:

- a. The Government of Yukon and the Government of Canada share responsibility for immigration;
- b. The Government of Yukon and the Government of Canada 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
- d. The Government of Yukon and the Government of Canada are committed to addressing Yukon's work force shortage through the Yukon Nominee Program (the "YNP") 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 Guaranteed Employment Offer contract.
- 1.2. Arrange **within 14 calendar days** of the Nominee's arrival to Yukon and before the Nominee begins work to sign a Tri-Partite Agreement ("TPA") with the Immigration Branch. The Immigration Branch will withdraw a nomination if the parties fail to sign the agreement within the time limit.
- 1.3. Meet the employment and monitoring requirements that are required by the YNP, and meet with a representative of the YNP upon request.
- 1.4. Notify the Immigration Branch 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.
- 1.5. Apply for permanent residency within **6 months** of arriving in Yukon. Failure of the Nominee to apply for permanent residency within the given timeframe may result in the termination of the nomination.
- 1.6. Comply with all Immigration, Refugees and Citizenship Canada (IRCC) requirements, including follow-up by the YNP for up to five years after obtaining permanent residency, for the purpose of conducting program evaluations and research.

2. The Employer undertakes to:

- 2.1. Arrange with the Nominee **within 14 calendar days** of the Nominee's arrival to Yukon and before the Nominee begins work to sign a TPA with the Immigration Branch. The YNP will withdraw a nomination if the parties fail to sign the agreement within the time limit.
- 2.2. Contact the Immigration Branch, if the Nominee is already present in Yukon, to schedule an entry interview for the Nominee before the Nominee commences work, **within 14 calendar days** of the issuance of the acceptance letter.
- 2.3. Comply with all Immigration, Refugees and Citizenship Canada (IRCC) requirements.
- 2.4. Agree to follow-up by the YNP for up to 5 years after termination of this Agreement, for the purpose of conducting program evaluations and research.

- 2.5. Follow the law set out in the *Employment Standards Act* and the *Human Rights Act* and, if applicable, the terms of any collective agreement.
- 2.6. Pay the Nominee for their regular hours of work a base salary of no less than \$ _____ per hour, _____ hours per week on a permanent (indeterminate) full-time basis; working as _____ (**note: base salary does not include benefits or bonuses**) and;
- 2.7. Make all required deductions from the Nominee's pay.
- 2.8. Pay whatever assessments are required by the *Workers Compensation Act*.
- 2.9. Not recover from the Nominee through payroll deductions or any other means:
 - 2.9.1. any costs incurred in recruiting or retaining the Nominee, which includes any money paid to a recruiter;
 - 2.9.2. any costs associated with providing health insurance;
 - 2.9.3. any costs associated with Workers Compensation
- 2.10. Pay for the air travel cost for the Nominee to come to Yukon from their country of permanent residence (but not for the travel costs of family or dependents), if the Nominee is not in Canada at the time of application approval,
- 2.11. Pay for return air transportation for the Nominee from Yukon to their country of permanent residence (but not for the travel costs of family or dependents), if the Nominee does not obtain permanent residency. Note: This provision is applicable only to those Nominees who were not in Canada at the time when their YNP application was approved,
- 2.12. Ensure that suitable housing is available for the Nominee, and help the Nominee find suitable housing if requested by the Nominee.
- 2.13. 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*.
- 2.14. Pay the assessments and premiums required by the *Workers' Compensation Act* for the work of the Nominee.
- 2.15. 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:
 - 2.15.1. allowing time for the Nominee to seek adequate housing options; and
 - 2.15.2. allowing time for the Nominee to pursue their permanent residency application, including, within reason, leave with pay separate from vacation or holiday time.
- 2.16. Provide the Nominee with adequate opportunities to meet with representatives of the Immigration Branch for the purposes of discussing the employment relationship.
- 2.17. Resolve any issues with the employment relationship that the Immigration Branch has brought to the attention of the Employer.
- 2.18. Not terminate the employment relationship with the Nominee unless it is for just cause.
- 2.19. Inform the Immigration Branch within 1 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.
- 2.20. Agree to provide written notice of termination to the Nominee **at least one week in advance**, if the Nominee has completed 3 months of uninterrupted service.

- 2.21. Pay for return air transportation for the Nominee from the Yukon to his/her country of permanent residence, if the employment relationship is terminated before the Nominee becomes a permanent resident,
 - 2.21.1. The YNP may allow the Nominee 90 days to seek other employment (a new nomination) in order to continue with their permanent resident application;
 - 2.21.2. If the Nominee secures other employment no return air transportation will be required.
- 2.22. Agrees to participate in program evaluations and research when contacted by Immigration Branch in order to continue to improve the program and maintain quality service to Yukon employers and Nominees.

3. The Immigration Branch may:

- 3.1. Revoke the nomination certificate if:
 - 3.1.1. The Nominee is denied permanent residency;
 - 3.1.2. The Nominee is not present in Yukon within the original 12 month nomination period;
 - 3.1.3. The Nominee or Employer is found by the YNP to have committed fraud and/or misrepresentation occurring either before or after the nomination was approved;
 - 3.1.4. The Nominee or Employer is convicted under any federal, territorial, provincial, municipal and/or international laws;
 - 3.1.5. The Nominee resigns without reasonable cause;
 - 3.1.6. The Nominee or Employer no longer meets the requirements set out in the *Immigration and Refugee Protection Act and Regulations*; or
 - 3.1.7. The Nominee or Employer breaches any of the terms of this Agreement.
- 3.2. Revoke the nomination certificate due to economic factors outside of the Nominee's control; such as layoffs, the Employer's financial difficulties, strike action, bankruptcy, or sale or closure of the Employer's business.
- 3.3. Monitor the site of employment to investigate compliance with this Agreement.
 - 3.3.1. The timing, number and length of site visits will be at the Immigration Branch's discretion.
 - 3.3.2. If the Immigration Branch suspects that either the Employer or the Nominee is not complying with this Agreement, the Immigration Branch may take any investigatory action it sees fit or refer the matter to an investigatory body.
 - 3.3.3. If the Immigration Branch determines that the Employer or Nominee is not fulfilling their obligations in this Agreement, Yukon will take the following steps:
 - 3.3.3.1. inform the Employer and Nominee in writing about the issue with a copy of the letter going to the Government of Canada;
 - 3.3.3.2. give notice to the Party who is not fulfilling their obligations of the amount of time to resolve the issue; and
 - 3.3.3.3. confirm that the Party who is not fulfilling their obligations has resolved the problem according to the timeline given.
 - 3.3.4. Consequences for non-compliance.

- 3.3.4.1. An employer found to be non-compliant with YNP requirements can be banned from the program for a maximum of five years even if more than one violation occurs.
- 3.3.4.2. When an employer is found to be non-compliant and banned from YNP, their name, address, nature of violation and length of ban will be published on the YNP website.
- 3.3.4.3. The Immigration Branch may terminate the Nominee's nomination & inform Immigration, Refugees, and Citizenship Canada (IRCC) of the Nominee's status.

4. The Parties further agree that:

- 4.1. This Agreement is made in Yukon, 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 or the employment relationship has been terminated, whichever occurs first.

5. The Parties further agree and understand that

- 5.1. The Immigration Branch is collecting this information and the information provided in your YNP application under authority of the *Agreement for Canada – Yukon Co-operation on Immigration* and will be managed in accordance with the *Access to Information and Protection of Privacy Act, Section 15(c)(i)*,
- 5.2. Information may be shared amongst the Parties, including personal information as it relates to the YNP and the Employer-Nominee relationship.
- 5.3. The Immigration Branch is collecting this information for the purpose of administering the YNP, evaluation and statistical analysis, research, and studies.

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

For Government of Yukon

[Redacted signature area]

For

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

[Redacted signature]

For

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

[Redacted signature]