

# The Foreign Worker and Recruitment Services Act

## Licence

### Terms and Conditions

**Authority:** The licence is issued under the authority of *The Foreign Worker Recruitment and Immigration Services Act* (Act), its regulation and the code.

**Immigration Consultants Membership:** All licensed immigration consultants must maintain a membership in good standing with the Immigration Consultants of Canada Regulatory Council (ICCRC).

**Term of the Licence:** The licence is valid for the period stated on it.

**Cancellation or Suspension of a Licence:** A licence may be suspended or revoked if the licensee is found to have violated the Act, regulations or a Code pursuant to the Act.

**Licence is not transferable:** The licence is not transferable to another individual. All individuals must apply to the Ministry of Labour Relations and Workplace Safety (the Ministry) to obtain a licence.

**Duty to Produce Licence:** Every Licensee must produce a licence for inspection or provide details about the licence that make it possible to determine if a person has been issued a licence when requested to do so by a client or potential client.

**Agents, Affiliates, Contractors, and Partners:** The Licensee shall submit to the director the personal and business name, business address, phone number and email address (where applicable) of any person, whether in Saskatchewan or a jurisdiction outside Saskatchewan, that the Licensee intends to authorize to act as the Licensee's agent, affiliate, contractor or partner during the term of the Licence. A Licensee shall not authorize any person to act as the Licensee's agent, affiliate, contractor or partner unless the required person's information has been submitted to the Ministry.

Licensees are required to take reasonable measures to ensure that partners, affiliates and agents understand their obligations under the Act and regulations including:

- Providing them with access to the Act and regulations;
- Informing them in writing of their obligations under the Act with respect to the service they provide; and
- Monitoring the services provided by their partners, affiliates and agents.

**Contract Requirements:** All foreign worker recruitment services or immigration services provided by a Licensee must be provided under a written contract that:

- Is in writing;
- Is written in clear and unambiguous language;
- States the services to be provided;
- States the fees and expenses to be charged to the foreign national or the employer, as the case may be, and a description of the services for each fee and expense charged;

- Includes a statement indicating that there is a prohibition against charging recruitment fees to foreign workers under Saskatchewan legislation; and
- Includes the phone number, postal address, and e-mail address for the Licensee and any employee, agent, or contractor that may act on behalf of the Licensee under the contract.

**Disclosure of Referral Fee:** Licensees shall clearly disclose in writing to a foreign national that he or she is receiving a fee or compensation for referring the foreign national to another person.

When a foreign worker recruiter or consultant receives a referral fee, the recruiter or consultant must prepare and maintain a record that includes the following information:

- The amount of the referral fee;
- The date on which the recruiter or consultant received the referral fee;
- The name of the person who paid the referral fee;
- The client referred to the referee; and
- Copy of disclosure document signed and dated by client.

**Disclosure If Licenced as a Foreign Worker Recruiter and as an Immigration Consultant:** A person who is licenced as a foreign worker recruiter and as an immigration consultant and who provides recruitment services to an employer and immigration services to a foreign national who will be employed by that employer shall:

- Disclose to both the employer and foreign national that the Licensee is acting for both parties and the nature of the services that the Licensee is providing to each party;
- Obtain the written consent of the employer and the foreign national to provide those services to both parties; and,
- Have signed, written contracts with:
  - The employer; and
  - The foreign national.

**Reasonable Measures for Language:** When dealing with a foreign national whose first language is not English, licensees are required to take reasonable measures to ensure the foreign national understands the contents of the contract.

- (a) Where the foreign national indicates, or the licensee believes, that he/she does not have the ability to fully understand the contents of the contract, the licensee must:
  - (i) Provide the foreign nationals with sufficient time to obtain a translation, which may include family, friends or a professional translator;
  - (ii) Translate the contract verbally into the foreign nationals first language (when applicable);
  - (iii) Refer the foreign national to a third party translator; and/or
  - (iv) Write the contract in plain English language at a language level easily understood by someone whose first language is not English;
- (b) Where the licensee provides translation services, the licensee:
  - (i) Must engage the services of an accredited translator to accurately translate the contract into a language acceptable to the foreign national and who is accountable for errors associated with inaccurate translations;
  - (ii) May charge the foreign national for the costs associated with translating the contract;

- (c) Where the licensee refers the foreign national to a specific translator, the licensee:
- (i) Must ensure the translator is accredited to translate the contract into a language acceptable to the foreign national;
  - (ii) May be held responsible for inaccurate translations resulting in financial loss to the foreign national if it is determined the translator was unqualified.
- (d) Where the foreign national uses their own translator, the licensee will:
- (i) Allow the foreign national sufficient time to find a translator and translate the contract away from the licensee's place of business;
  - (ii) Allow a foreign national to bring a translator to the licensee's place of business to provide any translation services the foreign national may require; and
  - (iii) Not be held responsible for inaccurate translations.

The licensee is responsible to explain contracts that contain technical or complex content in plain language, which may require engaging a technical expert in the field. Where a technical expert is requested by the foreign national to explain aspects of the contract, costs for engaging the technical expert may be charged to the foreign national.

**Code of Conduct and Ethical Conduct Disclosure Form:** Licensed immigration consultants shall comply with the Immigration Consultants of Canada Regulatory Council's (LCCRC) Code of Professional Ethics. Licensed foreign worker recruiters shall comply with Saskatchewan's Code of Conduct for foreign worker recruiters. Licensees shall provide the Ethical Conduct Disclosure Form to their clients (foreign national and employers) who have to review and sign it.

**Verification of Information:** The Licensee will take measures as necessary to ensure the authenticity of the documents and truthfulness of the information communicated to the Minister in support of an application by a foreign national or an employer.

**Operating Names:** The Licensee will use the name set out in the licence in carrying out its business.

**Financial Security:** The Licensee must post financial security as required by the Director to be used for compensation if a Licensee violates the Act, regulations or the code.

**Record Keeping:** Licensees shall prepare and retain the following records for a period of at least five years after the date on which they were created:

- Complete accurate records concerning that person's activities relating to immigration services and/or recruitment services;
- The name, occupation, residential address, rate of wages, phone number, postal address, and e-mail address, if any, of every foreign national who is recruited;
- The name, phone number, postal address, and e-mail address, if any, of every foreign national who is provided immigration services;
- The name, phone number, business address, and e-mail address, if any, of every employer for whom the Licensee provided recruitment services;
- Any contract that the Licensee has entered into with a foreign national or an employer for the purpose of providing immigration or recruitment services;
- Any expenses incurred, directly or indirectly, by the Licensee in recruiting foreign nationals or assisting foreign nationals with immigration documents;

- The amount of any money paid to the recruiter by an employer of the foreign national, the date of the payment and the reason for the payment;
- The amount of any money paid to the immigration consultant by a foreign national, the date of the payment and the reason for the payment;
- Copies of all applications to government agencies respecting a person seeking employment, employers seeking to hire a foreign worker or a person who used immigration services in respect of which the Licensee receives any fee, reward or compensation, and copies of all decisions received from government agencies in respect of those applications; and
- Copies of all correspondence sent to or received from persons for recruitment or immigration services provided by the Licensee and paid for a person.

The records must be kept at the Licensee's principal place of business in Saskatchewan or if the principal place of business is out of province, be sent to the director upon request.

If the requested records are not in English, a translated version of the records must be provided by the licensee.

**Licence Terms Subject to Change:** If the director considers it necessary, the director may change the terms of the licence at any time.

**Accountability:** Should the Licensee change their business or employer, he/she can still be held accountable for past actions, which may result in penalties being applied including loss of licence.

**Death of Licensee:** If a Licensee dies during the term of the licence, the licence is revoked.

#### **Licence Renewal:**

- A licence will expire on the last day of the 24th month after it is issued or renewed.
- If there is no change in the information originally provided to the director in the application form or otherwise, a Licensee may renew their licence by filing a statutory declaration to that effect.
- The statutory declaration shall be submitted by mail or on-line between three months and one month prior to expiration of the licence.

Unless the director is satisfied that the financial security submitted by a Licensee to the Ministry is automatically renewed, an application to renew such a licence must be accompanied by the required financial security.

**A Licence Is Not an Endorsement:** A Licensee shall not represent, expressly or by implication, that their licence is an endorsement or approval of the Licensee by the Government of Saskatchewan.

**Public Registry:** The Ministry will post the names of all Licensees publicly through the [saskatchewan.ca](http://saskatchewan.ca). The Licensee is required to inform the Ministry of any errors or omissions associated with the posted information.

**Recruitment Fee:** Licensees shall not, directly or indirectly, charge any person other than an employer a fee or expense for recruitment services, except for any settlement services provided pursuant to a contract for immigration services.

Licensees shall not, directly or indirectly, charge a fee or expense to a foreign worker for employment.

**Offences:** Licensees shall not:

- Fail to provide any notice or other document that the person is required to provide pursuant to the Act;
- Fail to complete any information required on any notice or other document or fail to provide any information required pursuant to the Act;
- Make or sign any false statement or furnish any false, misleading or inaccurate information to the director, to the minister or to any employee of the Ministry with respect to any matter or thing with respect to which information is required pursuant to the Act;
- Omit to state a fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made to the director or any employee of the Ministry;
- Destroy, mutilate, alter or fail to retain any records required to be retained pursuant to the Act;
- Fail to produce any records required to be retained pursuant to the Act to a person entitled to inspect, examine or audit the records;
- Fail to provide all reasonable assistance when required to do so for the purposes of aiding in the conduct of an inquiry, inspection, examination or audit;
- Unlawfully obstruct or interfere with the director or any person authorized by the director while making an inquiry, inspection, examination or audit or carrying out duties pursuant to the Act or pursuant to a warrant issued pursuant to section 38 of the Act; or
- Fail to comply with any provision of the Act.

**Prohibitions:** Licensees shall not:

- Produce or distribute false or misleading information;
- Take possession of or retain a foreign national's passport or other official documents or property;
- Misrepresent employment opportunities including misrepresentations respecting position, duties, length of employment, wages and benefits or other terms of employment;
- Threaten deportation or other action for which there is no lawful cause;
- Contact a foreign national or a foreign national's family or friends after being requested not to do so by the foreign national;
- Take action against or threaten to take action against a person for participating in an investigation or proceeding by any government or law enforcement agency or for making a complaint to any government or law enforcement agency; or
- Take unfair advantage of a foreign national's trust or exploit a foreign national's fear or lack of experience or knowledge.

**Recruitment Not Conditional on Purchasing Other Services:** No foreign worker recruiter shall make the opportunity to be recruited by a Saskatchewan employer conditional on purchasing other services such as immigration services.

**Amendment, Suspension, and Cancellation of a Licence:** The Director may amend, suspend, or cancel a licence, where:

- The Licensee consents;
- The financial security required has not been filed or maintained in the amount and within the time required by the director;
- The Licensee has provided the director with false, misleading or inaccurate information in any application or other document or has failed to provide any information the director may require;
- There are reasonable grounds to believe the Licensee will not act in accordance with the law, or with integrity, honesty or in the public interest; and
- The Licensee has contravened the Act, regulations or the code or has failed to comply with an order made pursuant to the Act.

**Effect of Suspension or Cancellation:** If a Licensee's licence is suspended or cancelled, the Licensee's rights and privileges:

- In the case of a suspension, are removed for the period during which the licence is suspended; or
- In the case of a cancellation, are terminated.