



SEASONAL WORK AGREEMENT
 between
JEFFERY'S GREENHOUSES PLANT II LIMITED (the "Employer")
 and

Employee Name _____

(the "Employee")

Address _____

Email Address: _____

Phone Number _____

Cell Phone: _____

We are pleased to make you a formal offer of employment with Jeffery's Greenhouses Plant II Ltd. in the position of Seasonal In-Store Sales Service Representative. This offer is for a Seasonal Contract position, on the following terms and conditions:

Terms and Conditions of Employment

1. The Employer agrees to employ the Employee and the Employee agrees to work for the Employer as a Seasonal In-Store Sales/Service Representative for a temporary period of time commencing on _____ and terminating on _____, at the following customer location(s) _____.

Your home base store is: _____.

2. You will report directly to your Area Merchandising Supervisor: _____

3. Subject to reasonable direction by the Employer, the Employee agrees to perform the duties and assume the responsibilities as detailed in the "In-Store Sales Service Representative" Job Description which the employee hereby acknowledges receiving (a copy is also posted on the Jeffery's website.)

However, it is understood and agreed that these duties and responsibilities are not exhaustive and may be changed with the Employer's changing circumstances; in this regard the Employee may not refuse any reasonable employment request by the Employer.

The Employee hereby acknowledges receiving the Seasonal In-store Service Employee Handbook (also posted on the Jeffery's website) and agrees to abide with the Company policies contained therein.

4. Is travel between the home base store and other stores required during the same day? _____

If travel between the home base store and other customer locations during the same day is required, you agree to maintain your driver's license, vehicle and insurance in good standing, in order to perform the duties of your position. A copy of your driver's license, vehicle insurance and the "Vehicle Authorization Application" form must be provided to the employer upon commencement of your employment. You will be paid for all reasonable travel time and a nontaxable allowance of \$0.35 per kilometre between stores, in excess of your normal home base store.

5. The Employer will attempt to schedule the Employee for the following hours and days in each week of the employment under this seasonal contract term. However due to the fluctuating nature of our business, the weekly hours/days listed below are not guaranteed and subject to change based on the weekly scheduling provided by your supervisor.

Hours _____ **Days** _____

The Employee understands and agree that the hours and/or days of work during the seasonal work period will vary subject to the work load requirements of the Employer and Weather conditions, as discussed in the Seasonal In Store Service Handbook.

Furthermore, it may be necessary to work in excess of 40 hours a week or 8 hours per day depending on the workload of the Employer and the Employee agrees to work the extra days (Saturday, Sunday and/or holidays) as required during the term of this seasonal contract.

6. Your hourly rate is _____
 Subject to statutory payroll deductions, the Employer shall pay the Employee the regular wage rate listed above for each authorized hour worked, payable in bi-weekly instalments and not in advance. Vacation pay will accrue at a rate of 4% of the gross earnings during the term of this seasonal contract and will be paid out to the Employee at the end of the contract term. Hours worked in excess of 44 hours per week shall be paid at 1.5 times the regular hourly rate above. As a seasonal contract employee, you will not be eligible to participate in the Employer's Group Insurance, Extended Health and Dental Plan.
7. The Employer agrees to pay the Employee Public Holiday pay for each public holiday they are entitled to be paid during the term of this contract in accordance with the provisions and regulations of the Employment Standards of Ontario, 2000 as amended.
 Will the employee be required to work the Victoria Day Statutory Holiday? _____
 If the Employee is required to work on the Victoria Day public holiday, the Employee agrees to be paid their regular gross hourly rate for all hours work on the public holiday and will receive another working day off as a substitute for the holiday for which they will be paid public holiday pay.
8. The employee understands that the job duties as described in the "In-Store Sales/Service Representative Job Description" and the "Seasonal In-Store Service Employee Handbook" work involves a lot of physical activity (lifting, bending, carrying and reaching upwards, placing and moving plants) that constitutes Bonafide Occupational Requirements. The Employee confirms that they are able to perform all the requirements of the job including these physical requirements, and that any injury or impairment of the job that affects their ability to perform the physical job requirements which the Employer cannot reasonably accommodate to the point of undue hardship, will be grounds for immediate termination of this contract of employment.
9. The Employee agrees not to disclose any confidential information learned in the course of their employment about the business of their Employer or about its client (Home Depot Canada) or about the personal affairs of the Employer's managers to any other third party not employed by the Employer, unless the Employee receives prior written authorization. Furthermore, the Employee agrees that the confidential information shall not be used for any purpose other than its reasonable use in the normal performance of their employment duties. Confidential material is defined as materials or information relating to; marketing plans and campaign strategies; pricing; and any information pertaining to the Employer's customers.
10. The Employee understands that his/her employment will terminate on the date indicated in section 1 above without the requirement of any notice or severance payments. Furthermore, this seasonal contract can be terminated by the Employer at any time without cause during the term of this contract and the Employee understands and agrees that they will only be entitled to written notice (or wages in lieu of notice), severance pay and the continuation of benefits as determined in the provisions of the Employment Standards Act of Ontario, 2000 as amended. The Employee understands and agrees that the Employer has no obligation to make any additional payments to the Employee or to provide the Employee with any additional notice (or wages in lieu of notice) upon termination other than that stated in the Employment Standards Act of Ontario, 2000 as amended.
11. This agreement is governed by the laws of the Province of Ontario. If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of this agreement.

Executed at _____, Ontario on the _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

 for the Employer (Print Name)

 for the Employee (Print Name)

Employer Signature

Employee Signature