



**SEASONAL WORK AGREEMENT**  
 between  
**JEFFERY'S GREENHOUSES INC (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 Inc in the position of Seasonal Merchandiser. 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 Merchandiser 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 "Merchandiser" 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 Merchandiser 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, 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 \$0.55 per kilometer for travel between your home base store and the other stores during the same day.

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.

**Hours** \_\_\_\_\_ **Days** \_\_\_\_\_

The Employee understands and agrees that the hours and/or days of work during the seasonal work period will vary subject to the workload requirements of the Employer and Weather conditions, as discussed in the Seasonal Merchandiser Handbook.

Furthermore, it may be necessary to work more than 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 more than 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 Employee hereby consents to electronic delivery of their T4 and pay stubs by the Employer, acknowledging such delivery as equivalent to paper form. The Employee agrees to promptly update contact information for electronic delivery and acknowledges their responsibility for maintaining the security of their electronic devices and accounts.
8. 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 on 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 worked 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.

9. The employee understands that the job duties as described in the "Merchandiser Job Description" and the "Merchandiser 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 can perform all the requirements of the job including these physical requirements, and that any injury or impairment 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.
10. 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.
11. 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.
12. The parties agree that this work agreement may be executed and delivered by electronic signatures and that the signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.
13. 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*