



## Agreement

*Please review and acknowledge the terms and conditions that you are required to review and accept in order to work with Alliance Employment Services.*

Dear *Candidate* ,

On behalf of Alliance Employment Services (the "Company"), we are pleased that you decided to apply to join our candidate network.

The Company connects third-party businesses (a "Client") with qualified candidates to fill temporary assignments. As a member of our network, you will gain access to various temporary assignment positions. If you accept an assignment through us, you will be designated as a "Company Employee," and the "Company" will be your employer of record.

As an employee of the Company, you will be subject to all Company policies and procedures, and any revisions thereto, copies of which are available for your review. Your signature on this document confirms your agreement to adhere to and comply with the terms and conditions set out herein (the "Agreement").

The Company will offer you assignments to perform temporary work for Clients (an "Assignment"). **You understand and agree that Assignments will vary in terms of roles and responsibilities, length of assignment and rate of pay.** The Assignments you are offered will be based on the availability and expertise you present to the Company. Your employment with the Company will commence as of the date you confirm acceptance of your first Assignment.

For purposes of clarity, throughout this Agreement, the Ontario *Employment Standards Act, 2000*, and its Regulations, as amended or replaced, shall be referred to as the "ESA".

This Agreement is not applicable to any direct hire contracts where a Client offers you a full-time position. If you accept such an offer, you will enter into a separate direct hire agreement with the Client and become their employee, and your employment with the Company will end.

### **Job Duties**

You will perform the duties associated with an Assignment. The Company and the Client reserve the right to make appropriate changes to your job duties as necessary to respond to current business needs.

In the event of promotion, transfer, or re-Assignment, the terms of this Agreement shall continue to apply other than such terms that are amended to reflect the revised position or particular Assignment.

### **Conditional Offer of Employment**

This Agreement is conditional upon the submission and acceptance of all required documentation pursuant to the Company's onboarding process which may include but is not limited to:

1. A police record check which confirms you have not been convicted of any criminal offences for which you have not received a pardon or any criminal charges and/or any convictions or charges for provincial offences which may exclude you from a position of trust, depending on the circumstances;
2. A satisfactory professional employment check which may include but is not limited to: certifications and/or licensing/educational requirements where appropriate;
3. Proof of your eligibility to work in Canada;
4. Bank account information for direct deposits;
5. Government issued ID and SIN number; and
6. Successful completion of all required training, including Health and Safety and WHMIS, and associated testing.

You confirm by your signature below that you are authorizing and directing the release of this information to the Company and/or its designated agents and Clients in accordance with all statutory requirements. You further understand the Company may require you to provide further personal information in accordance with the Client's requirements for a particular Assignment.

If necessary, you further agree to execute any authorization/consent form to permit the release of the information set out above.

For enhanced data protection, the Company strongly recommends utilizing its secure document download portal for transmitting all documents, especially sensitive information such as identification or SIN numbers. While the Company will take every reasonable measure to protect documents sent via email, this method does not offer the same level of security as the dedicated download portal. By choosing to send documents via email, you acknowledge and accept that the Company will not be held liable for any data breaches that may occur.

### **Travel**

You acknowledge that travel may be an integral part of the performance of your duties hereunder and that it is your responsibility to arrange transportation to and from your Assignment.

### **Probationary Period**

The first three (3) months of your employment is a probationary period, during which time the Company will assess your performance and determine your suitability.

### **Availability and Accepting an Assignment**

Your availability to accept an Assignment is an essential part of your employment with the Company. As such, you are required to update your availability to the Company at least once per week. If you do not provide the Company with your availability, you will be considered not available for any Assignments and will be deemed unavailable for work for that week.

You understand the Company will contact you with offers for Assignments based on the availability and skills and experience you provide as part of your employee profile. Failure to respond to the Company within 24-hours after receiving notice (via call, email, text message, or verbal communication) of an Assignment offer constitutes your refusal to accept the Assignment.

By your signature below, you agree to receive commercial electronic messages in the form of, but not limited to job alerts, announcements, newsletters, Assignment coordination messages, T-4 forms and Record of Employment via email or SMS.

When offered an Assignment, you will be provided the name and contact information of the Client, the wage rate associated with the Assignment, the hours of work, a description of the work to be performed, the estimated length of the Assignment, and the relevant pay-period.

During an Assignment, you will perform the roles and responsibilities as directed by the Client to which you are assigned. You are required to immediately notify the Company and the Client if you are unable to attend a work shift, will be late, or are required to leave your shift early.

In the event of any of the following, the Company may deem that you have abandoned your employment and you will receive only your minimum entitlements owing pursuant to the ESA, if any, as further described in the Termination provision below:

- 1) You fail to provide the Company with your availability for 2 consecutive weeks;
- 2) You fail to work 2 consecutive shifts at an active Assignment without reasonable explanation;
- 3) You are unavailable to accept an Assignment for – 4 consecutive weeks;
- 4) You fail to accept 3 consecutive Assignments that are offered in accordance with your availability and qualifications; or
- 5) You indicate you will not be available to accept an Assignment without providing a return date or that you will be absent for a period of longer than 4 weeks.

### **End of Assignment**

You are required to inform the Company when you are advised by a Client that your Assignment is ending. Upon the end of the Assignment, you are required to confirm your availability for a new Assignment.

If a Client advises that your Assignment will end prior to the original end date presented to you prior to accepting the Assignment, you are required to immediately notify the Company. Failure to notify the Company that an Assignment has ended will indicate that you were not available for a new Assignment.

If the Company becomes aware that your Assignment will end prior to the original end date presented to you prior to accepting the Assignment, we will provide as much notice as possible. If advance notice cannot be provided, and the Assignment was planned to last for a period greater than 3 months and is being terminated prior to the planned end date, you will be provided 1 week of pay pursuant to the wage rate associated with the Assignment.

Under no circumstance will you receive less notice or pay in lieu than is required by the ESA.

### **Remuneration**

#### **Wage Rate**

You will be paid pursuant to the terms of your Assignment, less applicable statutory deductions and payable in accordance with the payroll schedule of the Client to whom you are assigned.

While on Assignment, it is your responsibility to keep track of your hours worked. You will be paid in accordance with the timesheet submitted to the Company at the rate of pay stipulated by the Assignment.

In cases where there is a discrepancy in your submitted timesheet, the Company will investigate the situation and will resolve it as soon as possible. You understand and agree that you may be required to contact the Client directly to assist with rectifying any discrepancy. You further understand and agree that the Company will not investigate any discrepancies in hours worked or compensation if the complaint is made more than 2 weeks after the date you receive payment for work performed during the Assignment.

### **Hours of Work**

Your work schedule will be determined by the Client pursuant to your Assignment. You understand and acknowledge that the Company cannot guarantee a minimum or maximum number of working hours or the duration of the Assignment offered. You further understand and agree that the temporary nature of an Assignment means there is no guarantee you will be offered continuous daily Assignments or jobs.

Please note that the Company and the Client reserve the right to modify hours of work in order to respond to business needs, subject to compliance with the ESA.

### **Vacation**

You shall be entitled to 2 weeks' vacation per year of service. Vacation entitlement will accrue on a monthly basis at the rate of 0.834 days per month, and will be scheduled to meet current business requirements. Vacation may not be taken until you have completed twelve (12) months of employment and vacation entitlement must be taken in accordance with Company policy. Vacation entitlement will increase in accordance with Company policy or the ESA, whichever is greater.

You agree that in accordance with Company policy, your vacation pay entitlement of 4% of wages earned will be paid in November of each calendar year and that you will not, as a result, receive any payment of wages during the time you are away on vacation time unless otherwise requested or required by the ESA. You agree that this constitutes written agreement within the meaning of the ESA and applicable provincial minimum employment standards legislation and may only be revoked by you in writing.

If your employment with the Company ends prior to November of the calendar year, you will be paid all accrued vacation pay as of the cessation of your employment, inclusive of any notice period required by the ESA. Under no circumstance will you receive less than your minimum entitlements to vacation time and pay pursuant to the ESA.

A separate request and agreement in writing with the Company is required if you prefer to receive your Vacation Pay with each regular paycheque.

### **Confidentiality**

You acknowledge that you will acquire information about certain matters which are confidential to the Company and its Clients and which information is the exclusive property of the Company and its Clients including but not limited to customers and accounts, information concerning products and services, trade secrets and know-how, computer programs and the financial history of the Company and the Client. You acknowledge that such information ("Confidential Information") could be used to the detriment of the Company and the Client and therefore you shall not disclose

such information in any manner, directly or indirectly, to any person without the prior written consent of the Company or the Client. Notwithstanding the foregoing, you are not precluded from disclosing Confidential Information to a regulatory or law enforcement agency as permitted by law.

### **Non-Solicitation**

You agree that during your employment and for a period of twelve (12) months following the termination of your employment for any reason, that you will not solicit by mail, phone, electronic communication, personal meeting, or any other means, either directly or indirectly, business from any customer of the Client and/or the Company who you served or whose name became known to you during your employment with the Client and/or the Company for the purposes of providing services similar to those performed by the Client and/or the Company. Your agreement not to solicit means that you will not, during your employment in any capacity, and for a period of twelve (12) months thereafter, initiate any contact or communication, of any kind whatsoever, for the purpose of inviting, encouraging or requesting any Client customer or Company customer to transfer from the Client or Company to you, to your new employer or to any entity to which you have a direct or indirect interest ("Organization"), to open a new account with you, with your new employer or Organization, or to otherwise discontinue its patronage and business relationship with the Client and/or the Company within the geographical territory of Ontario.

You agree that during your employment and for a period of twelve (12) months from the termination of your employment for any reason, you will not, either directly or indirectly interfere with the employee/independent contractor arrangements between the Client and/or the Company and any of its employees and/or independent contractors and will not in any way solicit, recruit, hire, assist others in recruiting, hiring, or discuss employment or contractual arrangements with any employees or independent contractors of the Client and/or the Company.

### **Temporary Layoffs**

Due to the nature of the business, there may be slowdowns in work during various times throughout the year and the Company may be required to provide you with a temporary layoff during those periods. You acknowledge and agree that such temporary layoffs, so long as they are in accordance with the ESA, shall not constitute a termination of or constructive dismissal from your employment.

### **Termination**

While it is our hope that your working relationship with the Company will be both lengthy and rewarding, we feel it is important to address the terms that will apply if it becomes necessary to end our relationship.

If your employment is terminated with or without cause, you will be provided with only the minimum payments and entitlements, if any, owed to you under the ESA, including but not limited to outstanding wages, vacation pay, and any minimum entitlement to notice of termination (or termination pay), severance pay (if applicable) and benefit continuation. You understand and agree that, in accordance with the ESA, there are circumstances in which you would have no entitlement to notice of termination, termination pay, severance pay or benefit continuation.

You understand and agree that compliance with the minimum requirements of the ESA satisfies any common law or contractual entitlement you may have to notice of termination of your employment, or pay in lieu thereof. You further understand and agree that this provision shall apply to you throughout your employment with the Company, regardless of its duration or any changes to your position or compensation.

### **Remedies**

You acknowledge that the Company and/or Client would be irreparably harmed by a breach of the Confidentiality and Non-Solicitation provisions of this Agreement by you and that it is difficult to estimate damages resulting from such a breach and, consequently, the Company and/or Client shall be entitled to seek injunctive or other equitable relief to prevent a breach or continued breach of this Agreement, and you consent to such injunctive relief, and to secure the enforcement of this Agreement, without foregoing any legal relief to which the Company and/or Client may be entitled to recover.

### **Resignation**

If you decide to resign your employment, you must give two (2) weeks of written notice ("Resignation Notice Period"). Any notice provided in excess of the Resignation Notice Period may be waived by the Company, subject to complying with applicable employment standards legislation. The Company may, at any time during the Resignation Notice Period, relieve you from all or any of your duties for all or part of the remainder of the Resignation Notice period. This may include a requirement that you must stay away from all or any of the Company's premises and/or will not be provided with any work and/or will have no business contact with all or any of the Company's agents, employees, customers, Clients, distributors and suppliers. Whether or not you are relieved of any duties during the Resignation Notice Period, you will be paid your regular wages and other benefits in accordance with the ESA and your employment will not be terminated by any removal of duties, your employment will continue during the Resignation Notice Period and you will continue to be bound by your obligations under this Agreement. You will not disclose your resignation without the prior approval of the Company.

### **Time and Attention**

You agree to provide and perform your duties and services to the Company and its Clients in a faithful and diligent manner, to the best of your ability at all times in compliance with the policies, directions, and instructions given to you by the Company and its Clients. Use of Company or Client time or resources for other matters or conflicts of interest is prohibited and may be grounds for the termination of your employment in accordance with the ESA.

### **Change of Terms of Employment**

The Company reserves the right to alter fundamental terms of your employment upon providing you with written notice equivalent to the minimum amount of notice of termination required by the ESA.

### **Prior Obligation**

You represent and warrant to the Company that prior to acceptance of employment with the Company you have advised the Company of all restrictions on your employability resulting from previous employment and you have presented to the Company for its review any previous employment agreements and other restrictive agreements, any provisions of which may still be in effect and have a reasonable bearing on your employment with the Company (unless review of such agreements by the Company would represent or constitute a breach of confidence, in which case your obligation shall be to inform the Company of such restrictions to the extent permissible under such prior agreement).

You also agree that during your employment with the Company you will not use or disclose any confidential information you have obtained from a former employer.

### **Employment Standards**

None of the terms of this Agreement shall be applied so as to fall below any minimum employment standard pursuant to the ESA. To the extent the ESA provides more favourable terms of employment as compared to a contractual provision of your employment, the applicable employment standard shall apply instead of your contractual provision.

### **Conflict of Terms**

In the event that any Company policy or practice provides for a different entitlement than as set out in this Agreement, the terms of this Agreement shall prevail, subject to complying with the ESA.

### **Accommodation**

The Company has policies in place with respect to the accommodation of employees in accordance with the Ontario *Human Rights Code*, as amended and the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended. If you require accommodation, please contact the **Administration Manager** to discuss how we can accommodate you in a way that best suits your individual needs.

### **General**

- (i) This Agreement constitutes the entire agreement and supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral.
- (ii) This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the Province of Ontario. This Agreement shall attorn to the exclusive jurisdiction of Ontario.
- (iii) No amendment or waiver of any provisions of this Agreement shall be binding on any party unless set out in writing by the Company. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.
- (iv) This Agreement shall insure to the benefit of and shall be binding upon and enforceable by the parties hereto, and the heirs, executors, administrators, and legal personal representatives of you and the successors and assigns of the Company. This Agreement is personal to you and may not be assigned by you.
- (v) If any paragraph of this Agreement shall be held to be invalid, illegal, or unenforceable, such enforceability or invalidity shall not affect the enforceability or validity of the remaining paragraphs of this Agreement and such paragraph shall be severable from the remainder of this Agreement.
- (vi) You are entitled and encouraged to seek professional advice regarding the terms and conditions contained in this Agreement. You acknowledge that in the event you did not seek professional advice, you have freely chosen not to do so.

*Candidate* , we are confident that the Company can offer you a very fulfilling and rewarding experience, and we look forward to welcoming you to our team of Assignment employees!

If the foregoing terms of employment are acceptable to you, please indicate your acceptance by signing this document in the space provided below.

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*I have read the contents of this letter and have been provided with the opportunity to seek clarification of the terms contained herein, and hereby accept assignment employment with Alliance Employment Services based on the terms and conditions outlined herein.*

*I confirm that I have read and understood the Termination provisions above and understand by signing below I am limited to what the aforementioned provisions provide.*

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Date