

# Agency Worker Agreement

The purpose of this document is to set/renew terms and conditions in relations between *the Agency* and the *Agency Worker*, as well as obligations of both sides. This agreement will enter into effect as of the *day the Agency Worker accepts their first contract or term assignment/job from the Agency*.

As a Recruiting, Staffing and a Placement Services provider the Agency solicits employers with the purpose of offering them *Agency Worker's* Full Time or Contract services in the professional fields that the *Agency Worker* indicated to the agency. If the Agency Worker is selected by the employer (*business customer of the agency*) and accepted a Direct Hire Contract or a Full Time Direct Hire job from the employer, the agency worker will form a separate direct hire contract with the employer and will become an employee of that employer. Such contract(s) are not covered by this agreement.

The Agency Worker shall agree that the Agency will assign or will attempt to assign The Agency Worker to perform work on a temporary or term contract basis for the clients of the agency. Agency Worker shall understand that the employment relationship with the agency begins upon Agency Worker accepting and completing its first assignment and will finish at any time the Agency Worker chooses to do so, or if any of the conditions set forth in this agreement, in regards to the employment termination or abandonment, take place. Agency Worker shall agree to abide by and follow the bellow listed terms and conditions.

## General Terms and Conditions

- 1. Agency Worker shall authorize the agency** to check its references and the Agency Worker shall confirm that the Agency Worker has given consent to its references for sharing information with the recruiter. the Agency Worker shall also authorize the recruiter to share information obtained from reference checks, any background checks, training and testing, as well as resume information, with clients or prospective clients.
2. Agency Worker shall understand that when the Agency Worker has accepted the assignment, Agency Worker has to learn the sign in/out system of every workplace and record the completed work hours accordingly. It is THE AGENCY WORKER responsibility to keep track of the hours and sign in and sign out by the method prescribed by the workplace. Any issues with time keeping have to be addressed immediately to the on-site supervisor and the agency has to be informed of such issues before Agency Worker leaves the premises where the work was done. Agency Worker will be paid according to the hours recorded on the time sheet at the rate accepted by Agency Worker. In cases where there is a discrepancy in the payroll information the agency will investigate the situation and will resolve it as soon as possible. Agency Worker understand shall that the Agency Worker may have to contact the customer directly to rectify the situation. Agency Worker shall understand that the agency will not investigate any discrepancies in hours or pay if the complaint is made later than 2(two) weeks after the date of payment.
- 3. Agency Worker shall understand** that the timing of payments for work completed will vary depending on the terms of the assignment. Agency Worker shall understand that the payment for work completed will usually be ready every Friday for the work done during previous week, unless the placement/assignment that the Agency Worker completed had different payment terms, such as bi-weekly or monthly.
- 4. Agency Worker shall understand** that being Available and Ready to accept assignments is an essential element of the engagement with the Agency. Agency Worker shall understand that the Agency Worker must keep the agency updated of Agency Worker availability/readiness. **Agency Worker shall agree that if Agency Worker does not contact the Agency and confirm that Agency Worker is available/ ready for work at least once during a work week (Monday to Friday), the Agency Worker will be deemed to be unavailable for that week for the purposes of the Employment Standards Act, 2000.**
- 5. Agency Worker shall understand** that the Agency Worker must inform the Agency as soon as possible if the Agency Worker was informed directly by the Client that the assignment has ended or is re- scheduled. Failure to inform the Agency will mean that the Agency Worker was not available for any other assignments during the period immediately after the previous assignment.
- 6. Agency Worker shall understand** that the Agency will be contacting the Agency Worker with offers of assignments and periodically with requests to update my availability to accept assignments. Such contact attempts will be done via phone, text messages and/or email or in person. Agency Worker shall acknowledge that the NO REPLY to such message(s) will constitute Agency Worker's refusal from the assignment(s) offered and/or that the Agency Worker is not available to work with an agency.

**In addition, Agency Worker shall understand that any of the following circumstances will constitute abandonment of Agency Worker employment with the agency:**

- a) Failing to contact the Agency to notify it of my availability for 2 consecutive weeks.
- b) Failing to work 2 consecutive assigned shifts without reasonable excuse.
- c) Being unavailable for 13 consecutive weeks.
- d) Failing to accept 3 consecutive assignments that are similar to the desired assignment type(s) I have indicated in my profile or similar to the last assignment I have performed through an agency.

**Agency Worker shall understand that if Agency Worker is deemed to have abandoned its position under this contract, Agency Worker will be provided with only the entitlements required by the Employment Standards Act, 2000.**

7. Agency Worker shall understand that the agency cannot guarantee the nature and the duration of the assignments offered. To help plan Agency Worker's work schedule Agency Worker shall understand and agree that when the Agency Worker accepts an assignment from the agency to perform its services for the agency's clients, the duration of such assignment(s) will be ONE DAY or such other time as may be estimated by the Agency. Agency Worker shall understand that, if the Agency Worker is requested back by the same client after the completion of the one day assignment or offered a different assignment by the agency and the Agency Worker accepts, it will be considered a new ONE DAY assignment. Agency Worker shall understand the temporary nature of the term assignments, and shall understand that there is no guarantee that the Agency Worker will be offered assignments / jobs continuously and every day.

8. **Agency Worker shall understand** that the Agency Worker shall inform the agency, as soon as possible, if any of the personal information such as addresses, phone number, banking info changes.

9. In case of an accident at work place, Agency Worker must notify the agency office as soon as possible and Agency Worker may be required to come into our office within 24 hours to fill out an accident report.

10. **Agency Worker shall authorize** the agency to share its personal and employment information, when requested to do so, with the Government organizations and assignment employers clients or prospective clients of the agency.

11. **Agency Worker shall understand** that agency's method of payment is Direct Deposit, with deposit statements being provided to the Agency Worker electronically via e-mail. Agency Worker shall understand that there may be delays in receiving pay if Agency Worker does not report the hours, if Agency Worker is late in turning in the time card or for other reasons such as bank or legal holidays, acts of God, electronic failures and agencies or bank errors. Agency Worker shall be responsible for contacting Agency Worker's bank to verify that funds were deposited in the account prior to trying to withdraw money.

In case of overpayment to the Agency Worker, the Agency Worker shall authorize the agency to either directly withdraw funds from Agency Worker's bank account or directly withhold any monies from future payments to the Agency Worker. Where a payment has been deposited to Agency Worker in error, Agency Worker will promptly repay the agency for all over payments by cheque or money order. Agency Worker also shall authorize the agency to contact the bank to verify any of the above information. Agency Worker shall understand that the agency will not be responsible for any overdrafts on Agency Worker's account and Agency Worker shall release the agency from any liability associated with the availability of funds including but not limited to bank fees, penalties, interest charges or other costs.

12. Agency Worker shall understand that certain assignments may require working more than 8 hours per day and provided that Agency Worker is available for those assignments, **Agency Worker shall have a choice to agree to work longer than 8 hours to a maximum of 12 hours per day when required. Agency Worker also may agree to work more than 48 hours per week up to 60 hours per week when required.** Agency Worker shall receive a copy of the "Information about hours of work and overtime pay". **Agency Worker shall understand that its consent to excess hours is revocable with a two weeks' notice given to the Agency.**

13. Agency Worker shall understand that vacations must be taken sometime in the 12 months after I becomes entitled to the vacation. **Agency Worker shall agree** that the vacation can be taken in the increments other than a full week, such as day(s) at a time.

14. **Agency Worker shall understand and agree** that the vacation pay earned through Agency Worker's employment will be accrued and the balance owing will be paid out in December of each calendar year or upon Agency Worker's request, at the time the vacation is taken.

15. **Agency Worker shall consent** to receive year end T-4 statement via email.

16. **Agency Worker shall agree** to receive commercial electronic messages in the form of, but not limited to job alerts, announcements, newsletters, assignment/placement coordination messages via email or SMS, etc. Agency Worker shall understand that at any time Agency Worker can unsubscribe from this communication option.

*Agency Worker shall understand that: If Agency Worker require special accommodation during the recruitment process Agency Worker can request them, and Agency Worker shall understand that every effort will be made to ensure that Agency Worker will have an access to the requested accommodation.*

*Agency Worker shall understand that: Failure to comply with customer rules, regulations, and policies may influence the customer to terminate Agency Worker's placement without notice, which can in turn lead to termination of Agency Worker's employment with the agency.*

*Agency Worker shall hereby certify that the statements made by me on the registration form, my resume and other supporting forms completed by Agency Worker are correct. Agency Worker has read, understood and accepted the stated above Terms and Condition of the relationship with the agency.*

## Acknowledgment of Service Charges and Authorization of Deductions

1. **Agency Worker shall understand that the agency cannot charge a fees from Agency Worker in connection with becoming an assignment employee, preparing a resume or finding a job.** But Agency Worker shall also understand that during Agency Worker's employ, Agency Worker may require additional services from the agency that are not connected with becoming an assignment employee or obtaining a job. Such Services as, but not limited to: *Confirmation of income, employment verifications, re-prints of lost paystubs, replacement cheques, filling out employment forms for housing corporations and social assistance, auto insurance claims documentation, daycare subsidies supporting letters, contacting social workers via phone or fax, etc. may be required during Agency Worker's employ with the agency.* To avoid separate charges for each service, **Agency Worker shall agree** to pay an annual \$3.00 administration fee. This fee will cover the above mentioned services and will be deducted from Agency Worker's pay, usually, the first payment of the calendar year.
2. Agency Worker shall understand that if Agency Worker incurs any expenses in order to qualify for an assignment, (for example purchasing a uniform or safety boots, or obtaining a driver's abstract or Police Clearance Check), these expenses will not be considered a fee pursuant to applicable employment standards.
3. Agency Worker shall consent to have the **Criminal Record Verification** for employment purposes completed. Agency Worker shall understand that whenever such Criminal Record verification is processes Agency Worker will be charged for this service. **Agency Worker shall agree** to be charged for this service the amount of \$20.00. In return Agency Worker will be provided with my copy of the Canadian Police Certificate that I can use for any other employment needs. To avoid Criminal Record verification charges the agency worker can provide a recent Canadian Police Certificate to the agency at the time the search is required.
4. If Agency Worker accepted an assignment, but for any reason cannot complete it, I MUST NOTIFY THE AGENCY ASAP. Agency Worker must also notify if: Agency Worker is running late, will be absent, planning to leave work early, etc.

**IF AGENCY WORKER FAILS TO REPORT ITS ABSENCE TO A SCHEDULED ASSIGNMENT WITHOUT NOTIFYING THE ASSIGNMENT EMPLOYER OR THE AGENCY AGENCY WORKER REPRESENTS;** directly, over the phone over email or text message at least 4 hours before the beginning of the assignment without a reasonable excuse, the Agency Worker shall agree to a **"NO SHOW" penalty** of \$15.00 being deducted from Agency Worker's pay.

In case Agency Worker has a reasonable excuse, to avoid the penalty, Agency Worker shall produce the documentation supporting such excuse within 5 calendar days.

5. **Agency Worker shall understand that agency's method of payment is Direct Deposit**, with deposit statements being provided to Agency Worker electronically via e-mail.

If Agency Worker chooses to opt out of a direct deposit service and chooses to receive a cheque instead, **Agency Worker shall agree to a Cheque Charge of \$2.45** that will be deducted from each payment processed via cheque.

Agency Worker shall understand that the agency encourages everyone to sign up for a **free direct deposit service** to avoid this charge.

6. Agency Worker shall understand that the agency may help Agency Worker make transportation arrangements to certain job sites in a form of *taxi delivery, carpooling or third party delivery service*, etc. Agency Worker shall agree and shall understand that if Agency Worker chooses to use such delivery arrangements Agency Worker will assume full responsibility for that, as if Agency Worker has made the arrangements personally. Agency Worker will not hold the agency or its principles liable and responsible for any eventuality that may happen during Agency Worker's trip to work or back.

Agency Worker also shall **acknowledge and agree** that if Agency Worker choose to use transportation services arranged by the agency Agency Worker will incur the cost of a delivery charge of **\$4.00** per one way trip. Agency Worker shall permit the agency to deduct it from Agency Worker's pay.

*Agency Worker shall hereby certify Agency Worker has read, understood and accepted the stated above Terms and Condition of Services charges and Deductions Policy.*