

Accounting Advantage

In the event you are hired by Accounting Advantage several agreements must be completed by you prior to your first assignment. **Your employment will only start on the first day of your first scheduled assignment and completion of any of the following documents does not represent an offer of employment.**

For your convenience you may complete the following paperwork prior to employment.

This prior paperwork process is on a voluntary basis. All information will remain in the strictest of confidence.

A copy of this agreement will be made available to you upon request or can be found on-line at www.actadv.ca

If you would prefer to return to complete the documentation we will make those arrangements.

Averaging of hours, work week agreement (Ontario)

In the event you are hired, you agree to the provisions of **Section 22 (2)** of the Employment Standards Act (Ontario). This agreement allows Accounting Advantage to average your weekly hours of work (if applicable) over two week periods, for the purpose of determining your ongoing entitlement to overtime. The Employment Standards Act (ESA) provides for overtime at 1 and ½ the employee's regular rate for each hour worked in excess of 44 hours in a week. The Act allows employers and employees to agree to average hours of work over two week periods to determine an employee's entitlement to overtime pay.

My signature below acknowledges I have read and understand the Employment Standards Fact Sheet entitled "Information for Employees About Hours of Work and Overtime Pay." I understand that this agreement cannot be revoked until the expiry date of this agreement or both parties agree in writing. Please note that this agreement will expire February 16, 2012.

<p>Calculating Overtime: Averaging Hours of Work Agreement An employee works eleven (11) hours per day for five days during a one-week period and eight (8) hours per day during the consecutive week, at a rate of \$10/hour. The employee's overtime rate is \$15/hour. Therefore the employee's overtime pay is calculated as follows: Total hours worked= 95 hours Hours of regular pay= 88 hours @ \$10/hour=\$880 Overtime hours= 7 hours @\$15/ hour=\$105 Total Pay= \$995</p>	<p>Calculating Overtime Without Averaging Work agreement An employee works eleven (11) hours per day for five days during a one-week period and eight hours (8) per day during the consecutive week, at a rate of \$10/hour. The employee's overtime rate is \$15/hour. Therefore the employee's overtime pay is calculated as follows: Total hours worked (week one)= 55 hours Hours of regular pay (week one)= 44@\$10/hour= \$440 Overtime hours=11 @\$15/hour=\$165 Total hours worked (week two)= 40 hours Hours of regular pay (week two)= 40@\$10/hour= \$400 Overtime pay= 0 hours, Total Pay= \$1,005</p>
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Excess Hours Agreement: Agreement under section 17 of the ESA to work more than 48 hours a week

In the event you are hired, you agree to allow Accounting Advantage to schedule you to work more than 48 hours per week, if applicable. Here is how the agreement works:

1. The Employment Standards Act (ESA) provides that (except in certain urgent circumstances) employers cannot require employees to work longer than:
 - 8 hours in a day (or the number of hours in your regular work day, if it is more than 8)
 - 48 hours in a week

unless the employer and the employee agree otherwise. Where they do agree, the total number of hours worked cannot exceed 60 hours per week.

2. Under this Agreement, you hereby agree to work more than 48 hours (if necessary) but less than 60 hours per week where business and client needs require Accounting Advantage to schedule you for such hours
3. This agreement is **effective as of July 21, 2009** and will expire **June 12, 2012**. You may revoke this Agreement by providing Accounting Advantage with two weeks written notice. Similarly, Accounting Advantage may revoke this Agreement after providing you with "reasonable notice," which you and Accounting Advantage agree is four weeks written notice.

My signature below acknowledges I understand and agree to the terms and conditions as stated above. I also acknowledge that I have reviewed the handout entitled, "Information for Employees About Hours of Work and Overtime Pay."

Vacation Pay AGREEMENT (Ontario)

In the event you are hired, you agree to the payment of vacation pay on a weekly basis. In accordance with **Section 36(1)** of the Employment Standards Act (Ontario) employers must pay vacation pay to the employee in a lump sum before the employee commences his or her vacation. **Section 36 (3)** allows that employers may pay the employee vacation pay on the payday for that period if the employee agrees to be paid in that manner. I hereby authorize my employer (Accounting Advantage) to pay my vacation entitlement on a per pay period basis. My vacation entitlement will be paid at a rate of 4% of total gross wages on a weekly basis.

Your Employment Standard Rights

My signature below acknowledges I have received "Your Employment Standard Rights: Temporary Help Agency Assignment Employees" as prepared by the Ontario Ministry of Labour.

I acknowledge and agree to all the terms and conditions of this document.

Print Name	Signature	Date	Y2
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