



# Strategic Workforce Solutions

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www.strategicworkforce.com

Week Ending Sunday \_\_\_\_ / \_\_\_\_ / \_\_\_\_

EMPLOYEE NAME \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

SOCIAL SECURITY NO. 

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DAYTIME TELEPHONE # \_\_\_\_\_  
AT TEMPORARY ASSIGNMENT \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

SUPERVISOR \_\_\_\_\_ TEL. # \_\_\_\_\_

CLIENT MATTER # \_\_\_\_\_

EMPLOYEE PLEASE SPECIFY:  CONTINUING ASSIGNMENT  MAIL CHECK  
 ASSIGNMENT COMPLETED  HOLD CHECK FOR PICKUP AT  
 NEW YORK  CHICAGO  NEW JERSEY

EMPLOYEE SIGNATURE \_\_\_\_\_

I certify that the hours shown here represent the total hours worked this week by me, and were properly verified by the client, and that no injuries were suffered. My signature constitutes acceptance of the applicable terms and conditions on the reverse side of this form.

*Falsification of this document by an unauthorized person is a criminal offense punishable by jail, fine, or both.*

DATE	TIME IN	TIME OUT	LUNCH	TOTAL HOURS
MON.	AM PM	AM PM		
TUES.	AM PM	AM PM		
WED.	AM PM	AM PM		
THURS.	AM PM	AM PM		
FRI.	AM PM	AM PM		
SAT.	AM PM	AM PM		
SUN.	AM PM	AM PM		
ROUND HOUR TO NEAREST 1/4 HOUR				TOTAL REGULAR HOURS
				TOTAL OVERTIME HOURS

TOTAL HOURS FOR WEEK IN WORDS \_\_\_\_\_

SUPERVISOR'S SIGNATURE \_\_\_\_\_

**NOTICE TO CLIENT:** Your signature attests to the accuracy of the total hours indicated and constitutes acceptance in full of the terms and conditions on the reverse side of this form. Please draw line through any blank spaces above.

## CONDITIONS OF SERVICE

- CLIENT acknowledges that STRATEGIC WORKFORCE SOLUTIONS ("SWS") incurs substantial recruitment, screening, administrative and marketing expenses in connection with the temporary employee named on the reverse side. Accordingly, CLIENT agrees not to directly or indirectly utilize, offer to hire, hire or engage as an independent contractor or freelancer any temporary employee assigned to CLIENT by SWS during any such assignment and for a period of 360 days after completion of such assignment, except through SWS. CLIENT also agrees not to permit or cause to permit any such temporary employee to be engaged by or placed on the payroll of any other firm for a like period, without the express prior written consent of SWS. CLIENT shall immediately notify SWS of the completion or termination of a temporary employee's assignment. CLIENT agrees that if the CLIENT should hire the employee named on the reverse side CLIENT will pay SWS a placement fee in accordance with its then prevailing fee schedule.
- SWS reserves the sole right to establish the wages and fringe benefits, if any, of its employees, and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes and the maintenance of Worker's Compensation as required by state law.
- CLIENT assumes and agrees to indemnify and hold harmless SWS from any claims for bodily injury (including death), or loss of and loss of use or damage to property arising out of the use or operation of CLIENT'S owned, non-owned or leased vehicles, machinery or equipment by SWS employees.
- CLIENT agrees that it will not entrust SWS employees with unattended premises, cash, checks, negotiables or other valuables without the prior written permission from SWS. SWS will not be responsible for claims made under its Fidelity Bond unless such claims are reported in writing to SWS and to the local police by the CLIENT within fourteen (14) days after notice of loss. CLIENT will not pay employees directly or advance any funds to them.
- CLIENT agrees to terms of NET UPON RECEIPT, and understands that unpaid accounts will be considered in default after sixty (60) days, after which a default charge will be imposed at 1-1/2% per month on unpaid balances (ANNUAL PERCENTAGE RATE OF 18%) or the maximum legal interest rate, whichever is lower. CLIENT agrees to pay the default charge together with reasonable attorney's fees for cost of collection.
- CLIENT agrees that if a non-exempt temporary employee works more than forty (40) hours in any work week for CLIENT, that the temporary employee is entitled to compensation at the hourly rate of time and one-half for such overtime hours. CLIENT agrees to pay SWS at one and one-half (1-1/2) times the hourly bill rate for all such overtime worked.
- CLIENT acknowledges that SWS is an Equal Employment Opportunity employer, and agrees that it shall not harass, discriminate against or retaliate against any temporary employee because of his or her race, national origin, age, sex, disability, sexual orientation, marital status or other category protected by law, nor shall client cause or request SWS to engage in such discrimination.
- CLIENT's signature certifies that the hours shown are correct, that the work was performed to the CLIENT's satisfaction and authorizes SWS to bill CLIENT for the hours worked by the named temporary employee. CLIENT agrees that the representative who signs this Agreement is authorized to do so, that SWS may rely upon that signature as binding upon CLIENT, and that time sheets submitted by facsimile transmission shall be accepted as valid for billing purposes.
- CLIENT agrees to supply a safe and suitable workplace for SWS employees, and shall be solely responsible for complying with all applicable federal and state occupational safety and health laws and regulations, including training, supplying protective equipment and providing information, warnings and safety instructions.
- CLIENT agrees to reimburse SWS for all expenses and reasonable attorney's fees it may incur to enforce any provision of this Agreement, and CLIENT waives the right to a jury trial in any proceeding between CLIENT and SWS.
- In consideration of my employment by SWS, for a period of three hundred-sixty (360) days following completion of any assignment, I agree not to accept temporary or permanent employment, directly or indirectly, whether full-time or part-time, with any client of SWS (whether on its premises or as the employee of a third party), to whom I am assigned, expect with the prior written consent of SWS.

SWS COPY