

1st Choice Staffing Ltd.

This document outlines a sample of the standard terms and conditions between 1st Choice Staffing Ltd and its client companies."

SERVICE AGREEMENT FOR TEMPORARY STAFFING

The terms and conditions outlined below constitute a service agreement between 1st Choice Staffing Ltd. and its Client Company including any divisions, branches, affiliates and subsidiaries of said Client Company.

WORK ASSIGNMENT AND SUPERVISION

- 1st Choice Staffing will endeavour to determine the qualifications, training and suitability of its temporary staff, and is committed to providing contingency employees that meet or exceed our client's needs. However, in the event that the Client Company is dissatisfied with the performance of an assigned employee, and 1st Choice Staffing is notified within the first four hours of any work assignment, then the Client Company will not be billed for time worked by the assigned employee.
- It is understood and agreed that the Client Company will be responsible for the direct and indirect supervision, direction and control of 1st Choice Staffing assigned employees during the performance of any work or services and that the Client Company will have sole and exclusive responsibility for any loss or damage caused by the assigned employee, howsoever caused. The Client Company agrees to carry sufficient insurance to cover all responsibility, indemnity and exposure to loss arising from 1st Choice Staffing assigned employee duties.
- 1st Choice Staffing assigned employees will not be required to handle money, securities, valuables or any other form of negotiable instruments or documents unless agreed by 1st Choice prior to commencement of a work assignment.
- Employees assigned by 1st Choice Staffing will not be required to operate any machinery, equipment or vehicles unless otherwise agreed by 1st Choice prior to commencement of a work assignment. Furthermore, the Client Company agrees to conduct in-house testing to ensure that employees assigned to operate any machinery, equipment or vehicles in the course of their work, are competent and comfortable.
- It is understood that the Client Company will notify 1st Choice Staffing in the event that the job responsibilities of the assigned employee change significantly during the job placement or if the employee is moved to a job different location.

HEALTH AND SAFETY

- It is understood that all employees supplied by 1st Choice Staffing to the Client Company are covered by the Workplace Safety and Insurance Board for *work-related* illness or injury.
- It is understood that the Client Company will comply with all provincial and municipal laws, rules and regulations respecting Occupational Health and Safety including ensuring employees wear required protection items at all times. The Client Company will indemnify and hold harmless 1st Choice Staffing for any actions taken against the Client Company as a result of any safety violations on the part of the company.
- The Client Company will agree to provide any additional training to temporary employees for hazards that are specific to, or emerging, at the workplace.
- The Client Company will provide to 1st Choice Staffing the name of the JHSC worker member or the company's health and safety representative so that employees know who to contact with health and safety related concerns.
- In the case of occupational accident, injury or illness involving employees assigned by 1st Choice Staffing, the Client Company agrees to notify 1st Choice immediately and agrees to allow 1st Choice to be present at their site and participate during an accident investigation. It is also understood that the Client Company will fully support the accident investigation process and copies of all related reports will be sent to 1st Choice when completed.
- The Client Company agrees to cooperate with 1st Choice Staffing's RWT (Return to Work) program in finding alternative suitable modified work, if available, while an injured employee is recovering from a workplace accident or injury.
- 1st Choice Staffing agrees to provide all employees assigned to a Client Company with a published Health & Safety Policy, which will have been read, understood and acknowledged by the assigned employee. All registrants are currently trained in WHMIS and GMP 1st Choice Staffing conducts written testing in WHMIS, GMP and the operation of lift truck equipment.

TEMPORARY TO PERMANENT RECRUITMENT & BILLING INFORMATION

- The Client Company agrees that 1st Choice Staffing assigned employees will work a negotiated number of billable hours prior to accepting an offer of permanent employment. Accumulated hours are not transferable from one employee to another and hours accumulated by several assigned employees cannot be credited to one assigned employee.
- The Client Company agrees with 1st Choice Staffing not to offer a full-time permanent or contract position to a temporary employee, who has not completed the pre-determined number of billable hours, within one full year of the completion of the last temporary assignment. If the Client Company hires any such person within that time, the Client Company will pay a 15% of the employee’s compensation package to 1st Choice Staffing or suitable compensation can be negotiated.

TEMPORARY STAFFING PAYROLL AND BILLING INFORMATION

- As an employer, 1st Choice Staffing will be responsible to ensure all employees are legal to work within Canada, will be responsible for payment of all wages to employees, and will remit all payroll deductions and benefits including Federal and Provincial Income Tax, Canada Pension Plan, Employment Insurance, Employer Health Tax and Workplace Safety and Insurance premiums.
- In accordance with the agreement, employees assigned by 1st Choice Staffing will be paid overtime at 1 ½ times hourly wage, for any time worked after 44 hours per week and the Client Company will be liable for the subsequent increase in bill rate.
- 1st Choice Staffing pays all temporary employees their legislated vacation pay on a weekly basis and this cost is included in the temporary staffing bill rate.
- In accordance with the Employment Standards Act, all temporary employees who work for a Client Company within the four week period preceding a statutory holiday will be paid for the holiday, and the Client Company will be billed accordingly.
- The Client Company will be invoiced weekly for hours worked the previous week by all 1st Choice Staffing temporary employees. The workweek runs Sunday through Saturday and is paid & billed the following Thursday. Invoices are due upon receipt.

Acknowledged by 1st Choice Staffing

Position

Date

Acknowledged by

Client Company

Position

Date