



Building strength through people

# VARIABLE TEAM MEMBER TIMESHEET

Variable Team Member Name (print)						Branch		
Last four digits of Social Security Number			X	X	X	X	X	Work Order #
Client Company Name								

Week Ending Sunday (mm/dd/yy)	MON	TUES	WED	THUR	FRI	SAT	SUN	Total Weekly Hours
Date (mm/dd)								Regular Time
Start								Overtime
Less Lunch								Double Time
Finish								<b>Please print clearly. Timesheet must be completed in its entirety and received in the SRG branch for the previous work week no later than Monday by 5:00pm</b>
Total Daily Hours								

Variable Team Member Certification: I certify the above-recorded information is correct. I also verify I have not had any work related injuries or illnesses that I have not reported to SRG while on this assignment. I acknowledge and agree that I am responsible for obtaining the client's signature to verify hours worked; I will leave a copy of the timesheet with on-site supervisor once hours worked have been verified; I will submit completed timesheets weekly regardless of the hours or days worked and regardless of the payroll period; I have read, understand and agree to comply to all policies and procedures contained within the SRG Variable Team Member Handbook. I will contact SRG to notify them of my availability upon completion of this assignment.

Variable Team Member Signature (please print): \_\_\_\_\_ Date: \_\_\_\_\_

Company (Client) Certification: I certify that the hours recorded above by the SRG variable team member are correct, that the work was performed under the client's direction and supervision and to the client's satisfaction, that I have read and client agrees to all the provisions of this timesheet, that I have retained a copy of signed timesheet, and that I am authorized to sign this timesheet on behalf of the client.

Company (Client) Authorized Signature: \_\_\_\_\_

Authorized by (please print): \_\_\_\_\_

## TERMS AND CONDITIONS - Company (Client)

### 1. SRG Responsibilities

SRG will

- Recruit, screen, interview, and assign its Variable Team Members to perform the type of work according to Client's requirements;
- Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Variable Team Members;
- Require Variable Team Members to sign agreements acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by Client; and
- Require Variable Team Members to sign confidentiality agreements before they begin their assignments to Client.

### 2. Client Responsibilities

Client will

- Properly supervise Variable Team Members performing its work and be responsible for its business operations, products, services, and intellectual property. Evaluates and decides upon the Variable Team Member's suitability for the assignment;
- Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Variable Team Members to operate any motor vehicle, with the exception that a Variable Team Member may operate a lift truck if she/he holds a valid certificate. SRG will not assume any responsibility for injuries, damages or liabilities of any kind arising from or relating to the operation of any motor vehicle by an Variable Team Members, and the Client agrees to assume sole responsibility for all injuries, damages or liabilities of any kind from or relating to the operation of any motor vehicle by the Variable Team Members;
- Provide Variable Team Members with a safe work site. Client shall be solely responsible for complying with all applicable workplace safety and occupational health and safety laws and regulations including on-the-job training, providing any specialized attire, supplying protective equipment, and providing information, warnings and safety instructions with respect to any hazardous substances or conditions to which they may be exposed;
- Not change Variable Team Members' job duties without SRG's express prior written approval;
- Exclude Variable Team Members from Client's benefit plans, policies, and practices, and not make any offer or promise relating to Variable Team Members' compensation or benefits.

### 3. Insurance

SRG will cover SRG's staffing operations for Client with at least the following types and limits of insurance or other coverage:

- Workers' compensation on the SRG Variable Team Members, in amounts no less than required by law;
- Employer's liability insurance with a limit of \$1,000,000
- Commercial General Liability insurance, including personal injury, contractual liability, and property damage, with a \$1,000,000 combined single limit per occurrence; and
- Commercial blanket bond with limits of \$100,000 per occurrence.

At Client's request, SRG will provide Client with certificates of this insurance coverage.

### 4. Payment Terms, Bill Rates, and Fees

- Client will pay SRG for its performance at the rates set forth on Exhibit A. SRG will invoice Client for services on a weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time records or other agreed system. Client's signature or other agreed method of approval of the work time submitted for Variable Team Members certifies that the documented hours are correct and authorizes SRG to bill Client for those hours. The minimum time for any assignment is four (4) hours.
- Overtime will be billed and paid after 40 hour. Lunch periods and breaks will be unpaid, unless otherwise specified by the Client.
- In addition to the bill rates specified in Exhibit A of this Agreement, Client will pay SRG the amount of all new or increased labor costs associated with Client's Variable Team Members that SRG is legally required to pay - such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels - until the parties agree on new bill rates.
- Client agrees that it will not, directly or indirectly, hire, and offer to hire, engage or attempt to hire any Variable Team Member to the Client by SRG, prior to the assignment having completed a minimum of 480 continuous regular hours.
- The Client agrees that if it, directly or indirectly, hires, offers to hire, engages or attempts to hire any prospective Variable Team Member within 6 months from when SRG introduced the Variable Team Member to the Client, the Client will pay to SRG, the sum of two thousand dollars (\$2,000) or ten percent (10%) of the Variable Team Member's annualized compensation, whichever is greater.

### 5. Confidential Information

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their Clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law.

### 6. Indemnification and Limitation of Liability

To the extent permitted by law, SRG will defend, indemnify, and hold Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by SRG's breach of this Agreement.

To the extent permitted by law, Client will defend, indemnify, and hold SRG and its parent, subsidiaries, directors, officers, agents, representatives, and Variable Team Members harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Client's breach of this Agreement.

### 7. Term

This agreement will continue in force unless one party gives the other party at least 90 days' written notice of termination. SRG reserves the right, however, to terminate this Agreement immediately in the event of non-payment for services rendered. Termination of this Agreement will end the staffing relationship, but this Agreement will continue to govern the parties' rights and obligations with respect to the business done before termination, including but not limited to conversion or transition of Variable Team Members.

### 8. Miscellaneous

- No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- Client will not transfer or assign this Agreement without SRG's written consent.
- Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.