

TIME SHEET

Week ending Sunday / /



Tel: 415 989-1188
advancedemployment.com

Please fill in the blanks

| | |
|-------------------------|-------------|
| Employee's Name: | |
| Last Name: | First Name: |

| | | | | |
|--------------|-----------------------|------|-------|-----|
| Company Name | Address | City | State | ZIP |
| Report to: | Clients Phone Number: | | | |

* enter time to nearest quarter (00; 0.25 for 15 min; 0.50 for 30 min; 0.75 for 45 min) only

| Day | Dates Mo/Day | Reg. Hours | Over-Time | Double Overtime |
|--------------|--------------|------------|-----------|-----------------|
| Monday | | | | |
| Tuesday | | | | |
| Wednesday | | | | |
| Thursday | | | | |
| Friday | | | | |
| Saturday | | | | |
| Sunday | | | | |
| TOTAL | | | | |

| | | |
|---|-------|------|
| Is the assignment completed?* | O Yes | O No |
| Employee's Statement of Accuracy & Compliance | | |
| <ul style="list-style-type: none"> I herewith certify that I complied with state laws (including but not limited to my right to rest and meal periods) and that the stated hours are correct. I may not accept an offer of employment by anybody a.e.s. introduced me to or any of their affiliates without the written approval of a.e.s. Not complying with my contract with a.e.s. or falsifying hours will have serious legal consequences. a.e.s. processes my pay by directly depositing it into my bank account. It is my responsibility to check my online paystub for accuracy and I will report needed corrections or changes to a.e.s. in writing immediately. Upon completion of an assignment I will contact a.e.s. in writing to discuss other assignments. If I fail to do so, a.e.s. assumes I am not available to work, which might affect my unemployment. | | |
| Employee's Signature: | | |

| Client Approval | |
|---|--|
| The stated hours are correct and the work was performed satisfactorily. By signing this approval, we agree to be bound by the below stated terms of the Conditions of Assignment. | |
| Authorized Client Name and Title (please print): | |
| Authorized Client Signature: | |

E-mail/pdf (or fax) to a.e.s. for payroll processing, copy to client company, original to employee (must be kept for 90 days). / Important: Unless you work weekends, **Time sheet must be submitted every Friday no later than 5:00 p.m. If time sheet is not submitted on Friday, paycheck might be delayed by one week.**

CONDITIONS OF ASSIGNMENT

A. TEMPORARY/CONTRACT & TEMP/CONTRACT-TO-HIRE ASSIGNMENTS

- Client will be billed weekly for the hours shown on the time sheet. Overtime will be billed at the same multiple as is required to be paid to the candidate. Four hour minimum billing applies for each day worked or if an order is cancelled within 24 hours (72 hours if cancelled over the weekend) of the scheduled start of our candidate. Any benefits (sick pay, leave, pandemic benefits, etc.) to candidate as required by local, regional, state or federal law will be billed to client. Because a.e.s. invoices reflect payroll we have already paid, our invoices are due upon receipt. Client is not authorized to make any kind of payments (advance or bonus pay, loans, etc.) directly to the candidate.
- If client wishes to use our candidate for assignments other than the one originally agreed upon, the hourly billing rate may change. Please call a.e.s. for any adjustment in the hourly billing rate.
- The assigned candidate is an employee or contractor of a.e.s. Client may not gather any personal contact information from our candidate such as telephone number(s), e-mail or mailing address, etc. Work schedules must be coordinated through a.e.s.
- Our employees are covered by workers' compensation insurance and we take on total responsibility to pay all applicable federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance and all other payroll charges.
- Instruction and supervision of an a.e.s. candidate is client's responsibility. a.e.s. candidates are not authorized to work at any client's location solely by himself/herself or work at any unassigned location or change of scheduling without prior approval from a.e.s. Client must report - in writing - any dissatisfaction with an a.e.s. candidate or with the services of a.e.s. immediately to a.e.s.
- If client provides candidate with any personal or company property, client shall have candidate sign an acknowledgement of receiving such property and shall provide a copy of this acknowledgement to a.e.s.
- Client shall ensure the a.e.s. candidate is not subjected to a hostile work environment or sexual harassment within the workplace. Client is holding a.e.s. harmless from any claims and demands arising from Occupational Safety and Health Acts and American with Disability Act. Client will provide safe working conditions, necessary safety equipment & training and enforcement of applicable safety regulations.
- No a.e.s. candidate is authorized to operate machinery (other than office machines) or automotive equipment, perform pick-up and delivery duties using their own or client's vehicle. It is agreed client accepts full responsibility for bodily injury, property damage, fire, theft, collision or public liability damage claims, any of which may be caused as a result of an accident while an a.e.s. candidate is driving client's vehicle (whether owned, borrowed or rented), or their own vehicle while on the job.
- Client shall not entrust a.e.s. candidates with unattended premises, cash, negotiables or other valuables. Client accepts full responsibility for any loss or liability caused or incurred by an a.e.s. candidate while handling cash, negotiables or other valuables and will hold a.e.s. harmless from any cash shortages that might occur. Under no circumstances may an a.e.s. candidate transport or convey monies, securities or any negotiable instruments (including, but not limited to, delivering bank deposits to a bank or other institution).

B. DIRECT HIRE PLACEMENTS, TEMP/CONTRACT-TO-HIRE CONVERSIONS

- In the event client wishes to employ our candidate or convert our candidate to their employ, client agrees to pay a placement fee.
- a.e.s. incurs significant expenses for advertising, screening, testing and training of our candidates and they represent our inventory of skilled professionals. The a.e.s. placement fee is based on the annual compensation (base salary/pay, commission, guaranteed or signing bonus) and is 25% for G&A (General & Administration) and 30% for middle-management to executive searches. For highly commissioned positions the fee is based on the estimated total compensation. The same calculation will be used for employment on a part-time basis using the full-time equivalent compensation. If a.e.s. presents a candidate that is not actively being interviewed/considered by client for the position, the fee would be owed even if the candidate had previously applied with client's organization (whether for the same or another position).
- Compensation packages and offer letters have to be negotiated with a.e.s. and not with the candidate directly. a.e.s.' free, value-added service (AES/VA®) includes limited professional reference checks upon client's request. Criminal background checks must be non-discriminatory, will only be conducted upon client's request and will be billed separately. a.e.s. does not guarantee the accuracy of information transmitted to client about the candidate's record. It is client's solely responsibility to determine whether or not the a.e.s. candidate is a good fit for the specific opening and organization.
- The placement fee is payable if client hires our candidate (regardless of the employment classification) on either a direct hire, temp-to-hire, temporary (including temporary assignments through another agency) or consulting basis within two years after the last day of the assignment (if on a temp or temp-to-hire assignment), or the day of the latest interview (if interviewed without starting employment/ assignment), or presentation of the candidate's resume, whichever comes last. The fee is also due in the event client refers the candidate to a subsidiary, affiliate, or another organization, which hires the candidate within two years under the same criteria (as stated above).
- a.e.s. guarantees placement for direct hires for thirty (30) days. If the candidate hired through a.e.s. voluntarily resigns without just cause, or is terminated for cause within thirty days, we will replace the candidate or credit the invoiced fee towards another search. No guarantee applies when the duties have changed substantially or have been misrepresented to a.e.s., or in the event client has a layoff, elimination of the position or any reorganization that negatively affects the candidate's earning potential. If the placement fee is not paid within seven (7) days, the guarantee is null and void. There is no guarantee for discounted temp-to-hire placements/conversions.

C. GENERAL

- If client fails to notify a.e.s. of hiring an a.e.s. candidate under any of the above criteria, the a.e.s. fee increases to 40% of the annual compensation, payable at once, within seven (7) days of the invoice date. If the annual compensation cannot be clarified, estimation will be used and a minimum placement fee of \$40,000 for G&A and \$80,000 for IT and middle-management to executive searches will be applied.
- a.e.s. and its candidates shall not be liable for any damages incurred by client or any third party. In no event will the amount recoverable by client in any action against a.e.s. exceed the sum of payments made for a particular candidate to a.e.s. by client under this agreement.
- All a.e.s. invoices are due upon receipt. In the event that client fails to pay the charges of a.e.s. when due (whether for temporary staffing charges or placement fees), client agrees to pay charges on overdue invoices at the rate of 1.5% per month as well as all collection costs, including reasonable attorneys' fees, whether or not suit is initiated.
- This agreement is confidential. Its terms and conditions are not to be disclosed to anyone else outside of client's organization.
- Should any portion (word, clause, phrase, sentence, paragraph or section) of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.
- No oral statement shall modify or affect the foregoing Agreement/Conditions of Assignment.

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| Work-O # | BR | PR | Check # | Invoice # |
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