

Temporary Staffing Employment Agreement

ASAP Staffing, herein, enters into this Employment Agreement made as of _____ hereafter referred to as "ASAP STAFFING," and _____, herein after referred to as "EMPLOYEE."

EMPLOYEE is subject to the terms and conditions of this Agreement as of the commencement date of _____.

THEREFORE, in consideration of the above recitals and of the mutual promises and conditions in this Agreement, it is agreed as follows:

1. EMPLOYMENT

1.1 *Fulfillment of Duties.* EMPLOYEE shall: (a) devote his/her occupational efforts to the performance of his/her services and duties hereunder, except (i) during vacation periods and periods of temporary illness or incapacity, and (ii) as otherwise consented to in writing by the Director, Temporary Staffing; and (b) perform his/her services and duties faithfully and to the best of his/her abilities and skills.

2. COMPENSATION

- 2.1 *Salary.* For the EMPLOYEE'S full and complete performance of his/her obligations, ASAP STAFFING shall pay the EMPLOYEE an agreed upon hourly rate in equal bi-weekly installments.
- 2.2 *Exempt EMPLOYEE.* An EMPLOYEE classified, as an exempt EMPLOYEE is exempt from the overtime provision of the Fair Labor Standards Act and applicable State laws.
- 2.3 *Overtime.* EMPLOYEE agrees that he/she is not allowed to work overtime unless authorized by CLIENT. EMPLOYEE agrees that he/she will be paid at the rate of time and one-half (1½) for all hours worked over forty - (40) in any one-work week.

3. TERMINATION OF EMPLOYMENT

- 3.1 *Employment At Will.* The employment of EMPLOYEE is terminable at will by both EMPLOYEE and ASAP STAFFING, with or without cause.
- 3.2 Employee agrees not to accept employment from any client for whom he/she has been assigned with ASAP Staffing, without prior approval.

4. BENEFITS.

EMPLOYEE benefits are described in Attachment A

5. ARBITRATION

EMPLOYEE agrees that in case of dispute or controversy arising from or relating to this Employment Agreement, the matter shall be referred for resolution to ASAP STAFFING, whose decision shall be final and binding on both parties.

6. CONFIDENTIALITY

EMPLOYEE agrees and acknowledges that Client information is special and unique. Therefore, EMPLOYEE agrees to abide by Client’s conditions regarding confidentiality of information. EMPLOYEE shall respect Client’s prohibitions against copying or revealing, for any purpose whatsoever, the contents of information, which Client deems confidential.

7. DISCRIMINATION/HARASSMENT

EMPLOYEE agrees to abide by ASAP STAFFING’ policies regarding the absolute prohibition of any form of discriminatory behavior or sexual harassment in his/her worksite relationships.

8. WORKSITE CONDITIONS

EMPLOYEE agrees to comply with all work-related policies, procedures and conditions established by Client, e.g., dress, breaks, etc. EMPLOYEE also agrees to report immediately and directly to ASAP STAFFING any concerns regarding worksite or working conditions.

9. TIME-CARDS

EMPLOYEE agrees to promptly submit accurate and completed time cards, signed and approved by site supervisor, on dates specified by ASAP STAFFING.

Signatures below indicate that all parties, and/or their representatives, agree to and understand all terms and conditions stated in this Employment Agreement.

(Employee Name)

(Address)

(City, State and Zip)

Signature

Title

_____ 20 ____
Date

ASAP Staffing, Inc.

11 Golden Shore Drive, Suite 360

Long Beach, CA 90802

Name: _____

Signature

Title

_____ 20 ____
Date