

Mitchell Personnel Services

PO BOX 369, Downey, CA 90241

P: 562.861.9716

F: 562.862.3617

Employee Name

Client Name

Week Ending

Day	Time In	Lunch Out	Lunch In	Time Out	Reg Hrs	O/T Hrs	D/T Hrs	Total Hrs
Mon								
Tue								
Wed								
Thu								
Fri								
Sat								
Sun								
Totals								

Important: Payroll Deadline is Monday at 9:00 a.m. following the week worked

Employee Approval* _____ Date _____ Authorized Client Approval** _____ Date _____

MANAGER: Please verify hours worked, "sign" above and email to staffingpro_mps@verizon.net with "approved timesheet" in the subject line.

EMPLOYEE: Please enter daily In and Out times, sign this timesheet and ask your manager to approve it at the end of work week.

*Employee approval certifies that hours above are true and correct and that no accident or injury was sustained during this work period.

**Authorized Client Signature of this timesheet certifies that hours above are true and correct and also constitutes understanding and agreement to the following:

Mitchell Personnel Services has invested time, financial resources, special effort and work in recruiting and developing relationships with our employees. Therefore, before our client may hire our employee, Mitchell Personnel Services gives our Client prior consent. Such consent will only be given in exchange for an additional fee, unless certain minimum hourly requirements of temporary employment are met. This policy applies to any Mitchell Personnel Services employee during the term of their assignment and for ninety (90) days after the end of the assignment. The applicable placement fee will be 20% of the annual compensation offered to our employee, or a portion thereof based on hours worked.

<p>Employee Status</p> <p><input type="radio"/> Assignment Complete</p> <p><input type="radio"/> Returning</p> <p><input type="radio"/> Discharged</p> <p><input type="radio"/> Quit</p>

CLIENT - TERMS AND CONDITIONS

- (1) The Mitchell Personnel Services, Inc. employee is assigned on the basis of a particular job description and is not to change duties without the prior approval of Mitchell Personnel Services, Inc.
 - (2) Client certifies that the time set forth as hours worked is correct and that the work was performed in a satisfactory manner (minimum four (4) hours unless otherwise agreed to by client and Mitchell Personnel Services, Inc.).
 - (3) The Mitchell Personnel Services, Inc. employee is compensated on a weekly basis. You will be billed weekly. Payment will be Due Upon Receipt of the invoice. Client will be billed for the hours shown on the front side of this form. Overtime hours will be billed at one and one half times the straight time billing rate and double time where applicable. Client agrees to terms net due upon receipt and understands that unpaid accounts will be considered in default after 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 fees for cost of collections.
 - (4) Client agrees that it is aware of all laws applicable to its industry and it observes and complies with such laws. Client agrees to provide Mitchell Personnel Services, Inc. employees with a safe and healthy workplace as the term is defined in the labor code of California. Client agrees that it has complied with all OSHA regulations and will provide Mitchell Personnel Services, Inc. employees any and all safety equipment, protective clothing, and health and safety devices necessary for them to perform their work in a safe manner as mandated by OSHA regulations.
 - (5) Client agrees to defend, indemnify and hold harmless Mitchell Personnel Services, Inc., its agents and representatives for claims, damages, attorney fees, penalties or assessments levied by any federal, state or local agency against the client arising out of the client or that of its authorized agents or representatives violation of any OSHA regulation, failure to use proper and adequate safety equipment or other violations by client of the Occupational Safety and Health Act of 1970 or any other state law, city ordinance or regulation governing client in its trade or practice. The indemnification agreement extends to any violations in the standards observed by client as to the workplaces owned, leased or supervised by the client to which Mitchell Personnel Services, Inc. employees are assigned.
 - (6) Client agrees and accepts responsibility for the supervision of all Mitchell Personnel Services, Inc. employees who are working at client premises. Client shall advise and train the Mitchell Personnel Services, Inc. employees in the required safety procedures necessary for them to perform their assigned work at client's location. Client will make all Mitchell Personnel Services, Inc. employees aware of any risk of exposure to hazardous substances and will also assure proper utilization of safety equipment to safely perform their work duties.
 - (7) Client agrees to defend, indemnify and hold harmless Mitchell Personnel Services, Inc. for any claims for bodily injury, including death, physical loss or property damage arising out of the use or operation of client owned, non-owned or leased machinery, equipment or vehicles by Mitchell Personnel Services, Inc. employees during their assignment at client's location or locations. Mitchell Personnel Services, Inc. are reported to Mitchell Personnel Services in writing by Client within 30 days after occurrence.
 - (8) Mitchell Personnel Services, Inc. shall incur no liability as a consequence of client having entrusted cash, negotiables, valuables or other similar property or control or premises to Mitchell Personnel Services, Inc. employees. Client at no time shall entrust or hand over control of the cash receipts to Mitchell Personnel Services, Inc. employees. Client will not permit or ask Mitchell Personnel Services, Inc. employees to use their personal vehicles in the performance of their work for the client.
 - (9) Client understands that the service provided by Mitchell Personnel Services, Inc. is made possible as a result of sustained and substantial expense on the part of Mitchell Personnel Services, Inc. for maintaining a large pool of employees, advertising, screening, and testing. Client agrees that the utilization of Mitchell Personnel Services, Inc. employees by the client will be on a temporary basis.
 - (10) Client remains solely responsible for determining the candidate's suitability and competence in the hiring process. Our interview process is limited in scope, and is compounded by the fear or litigation that limits candor by previous employers. Mitchell Personnel Services, Inc. follows federal & state guidelines as to limitations on information before offering a direct hire position. Contact your legal support to determine if it would be in your best interest to conduct your own background check.
 - (11) If a client desires to hire a Mitchell Personnel Services, Inc. employee on a direct hire basis, client agrees that notification of this intent will be given to Mitchell Personnel Services, Inc. and that employee will remain on Mitchell Personnel Services, Inc. payroll for a minimum of 520 working hours, or pay a liquidated damage charge.
 - (12) It is however understood that in the event a Mitchell Personnel Services, Inc. employee is referred to another division of the client's company, their associates or affiliates and retire the same applicant within 180 calendar days after the last assignment, client agrees to pay Mitchell Personnel Services, Inc. an amount equivalent to 20% of the employees estimated annual salary, or the said employee will remain as a Mitchell Personnel Services, Inc. temporary on assignment at client location for a period of 520 working hours.
 - (13) Mitchell Personnel Services, Inc. is an equal opportunity employer, and absolutely prohibits discrimination against individuals based upon race, color, creed, religion, national origin, sex, age, income level or handicap.
 - (14) Client further agrees not to interfere with the employment relationship between Mitchell Personnel Services, Inc. and its employees, directly or against the client indirectly to cause a Mitchell Personnel Services, Inc. employee to transfer to another temporary service.
 - (15) Client agrees and accepts that it shall be liable for all attorney fees and all court costs, should legal action be taken by Mitchell Personnel Services, Inc. to enforce the agreement or any part herein
- ### EMPLOYEE INFORMATION
- (1) Record Your Time – Report all time to the nearest 1/4 Hour.
 - (2) Overtime – You are permitted to work overtime only if the client requests and approves such work. Approval must be obtained from us by the Client before overtime can be authorized.
 - (3) Lunch – Your lunch period will be determined by the supervisor to whom you are assigned. If you work a full day, the law requires you take a minimum of one half (1/2) hour for lunch.
 - (4) Absence – Call Us At Once. Report your absence to Mitchell Personnel Services, Inc. and your on-site company to whom you are assigned. Failure to contact Mitchell Personnel Services, Inc. and your on-site company may lead to your immediate termination. If you do not contact us within 2 hours of your assigned work time, you will be listed as a "no call, no show". This may affect your unemployment benefits.
 - (5) Future Assignments - If you do not contact us after each assignment, we will assume you are not available for work.