



Temporary Employment Management Placement & Safety Services

An Employment, Placement & Safety Agency

**Billing Information**

Please return completed forms to: TEMPS Services Attention: Admin Manager email: admin@tempsservices.ca  
#10, 700 – 33<sup>rd</sup> Street N.E. Calgary, AB T2A 5N9  
Fax 403-207-5554 Phone 403-235-5226 DATE: \_\_\_\_\_

LEGAL NAME: \_\_\_\_\_

TRADE NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

PRIVATE: \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_ CORPORATION: \_\_\_\_\_ INCORPORATION DATE: \_\_\_\_\_

CORP BUSINESS #: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

Email: \_\_\_\_\_ A.P. Email: \_\_\_\_\_

NATURE OF BUSINESS: \_\_\_\_\_ DATE STARTED: \_\_\_\_\_

PRINCIPAL OFFICERS, PARTNERS OR STAKEHOLDERS & TITLES: \_\_\_\_\_

**MAJOR TRADE REFERENCES**

1) NAME & CONTACT: \_\_\_\_\_  
CITY: \_\_\_\_\_ PROV: \_\_\_\_\_ : PHONE: \_\_\_\_\_ FAX : \_\_\_\_\_  
NAME OF BANK: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ ACCT #: \_\_\_\_\_

The undersigned consents to the obtaining, from any credit or personal reporting agencies or credit grantors at any time, such information as 1481639 Alberta Ltd. (o/a TEMPS Services) may require in connection with the credit hereby applied for and consent to the disclosure at any time of information concerning the undersigned to any credit grantor, credit or personal reporting agencies.

In consideration of any credit which may be granted by 1481639 Alberta Ltd. (o/a TEMPS Services) to the undersigned, the undersigned purchaser does hereby agree that all sales are final and all sums due and owing pursuant to an invoice shall be paid within 15 calendar days from the date of delivery of the invoice unless otherwise agreed to in writing by 1481639 Alberta Ltd. Interest at the rate of 12% per annum will be charged on accounts which are overdue. The undersigned further agrees to indemnify 1481639 Alberta Ltd. for any costs and expenses incurred, including legal fees on a full indemnity basis, for the collection of any overdue amounts owed to 1481639 Alberta Ltd.

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Client initials \_\_\_\_\_



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**Billing & Payment Information**

Please return completed forms to:

TEMPS Services Attention: Admin Manager email: admin@tempsservices.ca  
#10, 700 – 33<sup>rd</sup> Street N.E. Calgary, AB T2A 5N9 Fax 403-207-5554 Phone 403-235-5226

**INVOICE REQUIREMENTS FOR:**

Legal Name: \_\_\_\_\_ Date \_\_\_\_\_

**WE EMAIL OUR INVOICES, TO SERVE YOUR INVOICING NEEDS PLEASE ANSWER THE FOLLOWING:**

Please provide an email address to which invoices will be **emailed** ? \_\_\_\_\_

Please provide mailing address **IF** you need invoices mailed (A surcharge may apply)?  
\_\_\_\_\_

**ALL** invoices include Employee Number, Employee Name, Date worked, Job description and Ticket number.

**IF** you require a P.O. #, please provide blanket P.O. #: \_\_\_\_\_

**Method of Payment**

TEMPS Services may provide credit to clients, however until such a relationship has been established we require a credit card for payment in accordance with our payment terms as stated in this agreement. Please provide Visa or Mastercard credit card number and sign below authorizing charges. VISA: \_\_\_\_\_ MASTERCARD: \_\_\_\_\_

**Card number:** \_\_\_\_\_ **Expiry date:** \_\_\_\_\_

By signing this form, you authorize 1481639 Alberta LTD o/a TEMPS Services to charge the credit card listed above for the total amount indicated on our invoices. *I am the authorized cardholder for the credit card account indicated above.*

**Print Cardholder Name:** \_\_\_\_\_ **Cardholder Signature:** \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_

Client initials \_\_\_\_\_



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1481639 Alberta Ltd. (operating as TEMPS Services)
Unit #10, 700 – 33rd Street N.E. Calgary, Alberta, T2A 5N9
Phone: 403-235-5226 Fax: 403-207-5554

TEMPS Services Placement Agreement

Date: \_\_\_\_\_

For Company: \_\_\_\_\_ ("Client")

GENERAL

TEMPS Services offers three services to assist the Client to find workers to suit their needs: 1) Temporary Assignments; 2) Temporary to Permanent; and 3) Recruitment Services.

"TEMPS Services worker" is an individual introduced to the Client by TEMPS Services to perform work for the Client. Once a TEMPS Services worker is introduced to the Client by TEMPS Services, the Client has the option (subject to worker availability) to continue to engage the services of a TEMPS Services worker on a temporary or permanent basis. A TEMPS Services worker will continue to be a TEMPS Service worker under this Agreement for a period of six (6) months from: i) the day the TEMPS Services worker was introduced to the Client; or ii) the last day the TEMPS Services worker last worked for the Client; whichever period is later in time, after which time the TEMPS Services worker will no longer be considered to be a TEMPS Services worker under this Agreement, unless he or she is subsequently reintroduced to or does work for the Client through TEMPS Services.

TEMPS Services' billing rate covers all wages, payroll costs, the employer's Canada Pension Plan, Employment Insurance contributions and Workers' Compensation Insurance premiums. General liability insurance is in place and a copy is available for review upon request. We remit all statutory deductions for TEMPS Services workers.

TEMPORARY ASSIGNMENTS

TEMPS Services offers workers for temporary placement with the Client on a daily or weekly basis. The following rates will apply:

Table with 4 rows and 2 columns. Each cell contains 'Rate: \$' followed by 'per/hour' or 'per/'.

TEMPS Services' billing week begins Monday and ends the following Sunday. For daily placements, overtime is billed at one and one-half times the regular bill rate for hours worked in excess of 8 per day. For weekly placements, overtime is billed at one and one-half times the regular bill rate for hours worked in excess of 8 hours per day or 44 hours per week, whichever is greater. One day of rest must be provided in each week. Hours worked on statutory holidays are billed at one and one-half times the regular bill rate. If a TEMPS Services worker has been working for the Client on a regularly scheduled shift averaging 36 hours or more per week, for 30 days or more, and a statutory holiday falls on a

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day that would have been a regular work day at the Client for that TEMPS Services worker, the Client agrees to pay and shall be invoiced for General Holiday Pay (calculated as the average daily rate for that TEMPS Services worker calculated over the prior 9 weeks) in addition to billings for hours worked on the statutory holiday. **Note: there is a 4 hour minimum charge per TEMPS Services worker, per shift.**

*It is the responsibility of the client to notify TEMPS Services by email of a change in the workers tasks or duties which will effect billing. Failure to do so prior to the dispatch of workers on the required date will result in the workers hours being billed at the same rate and/or department category as their prior shift.*

*If a worker performs different tasks or duties within the same day that are billed at different rates, the bill rate shall be the higher of the two.*

Additional services, such as out-of-town work, delivery of TEMPS Services workers with our vehicle and driver, etc., are negotiated separately as and when required.

The start time begins when the TEMPS Services worker reports to the Client's place of work and every attempt will be made to have the TEMPS Services worker report on time. The Client agrees to provide all safety equipment, clothing, PPE, or necessary safety devices, tools and equipment required by law, based on the hazards of the tasks being performed by TEMPS Services workers. Any change in the work description is to be reported to TEMPS Services' office for review and authorization due to limitations the TEMPS Services worker may have regarding the work he/she is requested to do.

If the TEMPS Services worker is deemed unfit for the work to be performed, the Client shall make this determination within 2 hours of the TEMPS Services worker's start time and TEMPS Services will send a replacement worker. The Client will not be charged for the unsatisfactory worker's time.

The Client acknowledges and accepts the 'Conditions of Service' as printed on the back of the TEMPS Services daily ticket as part of this Agreement.

The Client acknowledges that TEMPS Services workers are provided in good faith and while working for the Client, are under the care, supervision and direction of the Client. TEMPS Services does not accept or assume any responsibility or liability for damage to, loss of, or loss of use of the Client's owned, non-owned or leased vehicles, equipment, machinery, property, (including contents) or materials used by or provided to TEMPS Services workers during the work.

The Client agrees that it is responsible for the supervision and safety of the TEMPS Services workers during the time the TEMPS Services workers are performing work for the Client. Unless authorized in writing in advance by TEMPS Services, TEMPS Services workers are not permitted to operate forklifts, machinery, Client supplied vehicles, or other motorized equipment ("Client Equipment"). If the Client requires a TEMPS Services worker to operate Client Equipment, the Client assumes all liability for loss and/or damage caused by the TEMPS Services worker while using the Client Equipment and for ensuring all required insurance coverage, permits or licenses are in place prior to use. TEMPS Services does not provide any insurance or liability coverage for the Client when TEMPS Services workers are using Client Equipment.

**The hours noted on the work ticket, when signed, are the hours the Client agrees to pay in full.** Any deductions of time **must** be noted on the work ticket by the Client (E.g. Start time: 8:00 a.m., Finish time 4:30 p.m. Regular hours 8).

All amounts due and owing for the work performed by TEMPS Services workers shall be set out in an invoice issued to the Client by TEMPS Services, which invoice shall be paid within 15 calendar days from the date the invoice is delivered to the Client's email address, unless an alternate invoicing method is agreed to in writing by 1481639 Alberta Ltd. Interest at the rate of 12% per annum will be charged on unpaid invoices. The Client further agrees to indemnify 1481639 Alberta Ltd. for any costs and expenses incurred by TEMPS Services, including legal fees on a full indemnity basis, for the collection of any unpaid invoice amounts owed to 1481639 Alberta Ltd. by the Client.

Client initials \_\_\_\_\_



**TEMPORARY TO PERMANENT**

From time to time the Client may wish to hire a TEMPS Services worker outside of this Agreement and TEMPS Services. The Client agrees that for any TEMPS Services worker hired or otherwise engaged by the Client, in any capacity, either as an employee, contractor or agent, outside of this Agreement and not through TEMPS Services, regardless of how the Client hired or engaged the TEMPS Services worker, whether directly or indirectly, through the Client’s own efforts, through another agency, company or otherwise, the Client shall pay TEMPS Services a minimum **\$4000.00** placement fee (“Minimum Placement Fee”). The Minimum Placement Fee will be waived by TEMPS Services if the Client has previously used the TEMPS Services worker through TEMPS Services for more than 400 hours prior to hiring or otherwise engaging the TEMPS Services worker. The Minimum Placement Fee will be reduced on a pro-rata basis for the number of hours that are less than 400 hours that the TEMPS Services worker worked prior to moving to a permanent placement.

For example, if the TEMPS Services worker has worked for the Client for 280 hours prior to the permanent placement, the Minimum Placement Fee will be reduced based on the prior hours worked. Example: (400 hours – 280 hours) = 120 hours x \$10 = \$1200 Placement Fee.

**NO INTERFERENCE WITH TEMPS SERVICES REPRESENTATION**

At no time shall the Client attempt to interfere with TEMPS Services’ representation of the TEMPS Services worker for the purposes of avoiding or breaching the Client’s obligations to TEMPS Services under this Agreement, whether the Client does so directly or indirectly, by introducing the TEMPS Services worker to another agency or other party for the purpose of hiring or engaging the TEMPS Services worker or offering the TEMPS Services worker compensation for work through means other than through TEMPS Services pursuant to this Agreement and payment of the Minimum Placement Fee.

**RECRUITMENT SERVICES**

If a Client requires recruitment services, TEMPS Services will advertise and market the position, perform interviews, reference and competency checks (based on position requirements provided by the Client) and provide the Client with a candidate(s) for the position for direct hire or engagement by the Client. The final interview of the candidate(s) will be performed by the Client. The fee for recruitment services (“Recruitment Services Fee”) shall be equal to: 1) the Minimum Placement Fee where the worker’s total annualized compensation package, being base pay, estimated bonus and commissions agreed to between the Client and TEMPS Services (“AC”) is less than \$27,000 per year; or 2) 15% of AC, where AC is more than \$27,000 per year. The TEMPS Services candidate must remain employed with the Client for 45 days; otherwise TEMPS Services will offer one replacement worker at no additional charge (upon proof of dismissal or resignation).

**Recruitment Services Fee Calculations:**

Example 1: Joe will be paid \$10 per hour working 40 hours per week. AC = (\$10 x 40hr) x 52 weeks = \$20,800 = TEMPS Services Minimum Placement Fee applies = \$4,000.

Example 2: John will be paid \$15 per hour plus an annual bonus estimated at \$5,000. AC = (\$15 x 40hr) x 52 weeks + \$5000 bonus = \$36,200 = 15% fee applies = \$5,430.

The Recruitment Services Fee is due and owing on the date the candidate is placed with the Client. TEMPS Service shall invoice the Client for the fee based on the AC agreed between TEMPS Services and the Client, which invoice shall be paid within 15 calendar days from the date the invoice is delivered to the Client’s email address, unless an alternate invoicing method is agreed to in writing by 1481639 Alberta Ltd. Interest at the rate of 12% per annum will be charged on unpaid invoices. The Client further agrees to indemnify 1481639 Alberta Ltd. for any costs and expenses incurred by TEMPS Services, including legal fees on a full indemnity basis, for the collection of any unpaid invoice amounts owed to 1481639 Alberta Ltd. by the Client.

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## **HEALTH & SAFETY**

**RESPONSIBILITIES OF TEMPS Services AND OUR CLIENT.** Fundamentally, it is understood that the business relationship between TEMPS Services and the Client, is based on mutual co-operation and respect for TEMPS Services workers.

To ensure the health and safety of TEMPS Services workers, TEMPS Services will be responsible for providing a general safety orientation.

Due to Occupational Health and Safety concerns TEMPS Services workers shall not work at heights higher than eight (8) feet or in trenches deeper than four (4) feet. TEMPS Services workers are not permitted to work in confined spaces where special training is required.

The Client is responsible for providing TEMPS Services workers with a safety orientation specific to the Client site where the TEMPS Services worker will be working. This is to include the following, without limitation:

- Specific job orientation clearly identifying specific job procedures, duties, responsibilities and expectations. If documentation is available this is to be supplied to TEMPS Services and to the TEMPS Services worker.
- Identification of specific job hazards:
  - Chemicals: (WHMIS controlled products).
  - Designated Substance Control Program (acrylonitrile, arsenic, asbestos, benzene, cook oven emissions, ethylene oxide, isocyanates, lead, mercury, silica, vinyl chloride).
  - Physical: noise power greater than 90 decibels, vibration, extreme temperatures, ionizing radiation.
  - Biological: bacteria, viruses, fungi, parasites.
  - Ergonomic: poor posture, reaching or bending to perform tasks, excessive force, heavy manual lifting, frequency, speed and duration of repetitive work.

Machine: exposed moving parts.

- Energy: electricity, steam, mechanical, hydraulic, pneumatic, etc.
- Environmental: housekeeping, adequate lighting, air quality, pedestrian/fork lift traffic, etc.
- Proper selection, fit, use, maintenance and storage of personal protective equipment.
- Knowledge of:
  - Who to report to
  - What to do in case of an emergency
  - Who is qualified for First Aid
  - Where is the safety equipment (i.e. first aid kit, fire extinguishers, etc.)
  - Where the telephone is in case of an emergency

If a TEMPS Services worker is injured while working for the Client, first aid will be provided by the Client. In the event of an injury requiring further medical attention, appropriate transportation to a medical facility will be arranged by Client.

TEMPS Services reserves the right to be present at the Client's site and participate in the accident investigation or perform its own independent accident investigation. The Client shall provide full access to the site and witnesses to TEMPS Services for during the investigation. Copies of all accident investigation reports and documents shall be provided to TEMPS Services.

It is the responsibility of TEMPS Services to notify the Workers Compensation Board of an injury accident involving a TEMPS Services worker.

Client initials\_\_\_\_\_



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1. In the case of an accident, explosion or fire that caused a non-critical injury but disabled the TEMPS Services worker from performing his or her regular duties at the Client's work site, or required medical attention, the Client is responsible to ensure that competent first aid treatment is administered and appropriate transportation is arranged for medical treatment as required. The Client shall contact the TEMPS Services office immediately.
2. If a TEMPS Services worker is injured at the Client's workplace, the Client shall cooperate with TEMPS Services in finding suitable, alternate, modified work, as required and if available, at the Client's work place, while the injured worker is recovering.
3. In the case of an injury to a TEMPS Services worker requiring medical attention, TEMPS Services reserves the right to accompany the representatives of the Client's Joint Health & Safety Committee or the Health & Safety Representatives when they are conducting the monthly workplace inspection, in the area where the injury occurred. If substandard conditions and/or practices are noted they will be identified to the Client's representative(s) and a copy sent to TEMPS Services office. TEMPS Services will be responsible to follow up with the Client to ensure the issues have been dealt with.
4. In the case of an injury to a TEMPS Services workers requiring medical attention, TEMPS Services reserves the right to attend the Client's next Joint Health & Safety Committee meeting to table a report on the injury and help develop recommendations to prevent reoccurrences.
5. The temporary workers from TEMPS Services are not to be given work assignment by the Client that is different from the Client's original requirements for the temporary work service. If it is necessary for the Client to vary the work assignment the Client shall contact TEMPS Services office for approval before the work is varied.
6. It is the responsibility of the Client to ensure that a competent person is appointed as supervisor of the work to be performed by the TEMPS Services worker and to ensure that the supervision is ongoing and active during the performance of the work.

Thank you for the opportunity to be of service.

Sincerely,

TEMPS Services Representative  
**1481639 Alberta Ltd. (o/a TEMPS Services)**

The above terms are agreed to and accepted as of this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Company Name: \_\_\_\_\_

Representative Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Client initials \_\_\_\_\_