Temporary Employment Agreement

Use version A wording where a staffing agency employs the worker and places them with clients, or version B where an employer hires a seasonal or fixed-term worker directly. Delete the version you do not use. Assignment-specific details (client, site, rate, dates) go on a separate assignment confirmation for each placement.

1. PARTIES

This agreement is between [Employer Legal Name], [Address] (the Employer), and [Worker Full Name], [Address] (the Worker), and takes effect on [Effective Date]. Version A: the Employer is a staffing agency that places the Worker on temporary assignments with its clients (each a Client). Version B: the Employer hires the Worker directly for a temporary position.

2. NATURE OF EMPLOYMENT

The Worker is a temporary, non-exempt employee of the Employer. Version A: the Worker is employed by the Employer only during assignments and is not an employee of any Client. The Employer does not guarantee any number of assignments or hours. Version B: the position of [Job Title] is expected to run from [Start Date] to approximately [Expected End Date] to cover [seasonal peak / project / leave of absence]. In both versions, employment is at will: either party may end it at any time, with or without cause or notice, subject to applicable law. Any expected end date is an estimate and does not promise employment until that date.

3. ASSIGNMENTS AND DUTIES

Before each assignment the Worker will receive an assignment confirmation stating the Client, worksite, job title, duties, supervisor, schedule, pay rate, expected length and any safety equipment or requirements. The Worker may decline an assignment. Once accepted, the Worker will report to the assigned worksite on time, follow the Client's reasonable instructions, safety rules and workplace policies, and perform only the duties described in the confirmation. The Worker will tell the Employer promptly if asked to do work materially different from the confirmed duties, including operating equipment they have not been trained on.

4. PAY

The Worker is paid [$Hourly Rate] per hour, or the rate stated in each assignment confirmation, which will never be less than the applicable federal, state or local minimum wage. Overtime is paid at one and a half times the regular rate for hours worked over 40 in a workweek, and where state law requires, for hours over [8] in a day. The workweek runs from [Day, Time] to [Day, Time]. Pay is [weekly / biweekly] by [direct deposit / pay card / check], with lawful deductions only, including taxes and any deductions the Worker authorizes in writing. Shift differentials, if any, are stated in the assignment confirmation.

5. HOURS AND TIMEKEEPING

The Worker will record all hours worked accurately, including start and end times and meal breaks, using [the Client's timeclock / the Employer's app / a signed timesheet]. Work performed before or after a shift, including required security screening or donning protective equipment where it counts as work, must be recorded. No one may ask the Worker to work off the clock. The Worker's supervisor approves time each week; the Worker should report any error within [3] days of payday and it will be corrected.

Meal and rest breaks are provided in line with state law.

6. ATTENDANCE AND ABSENCES

If the Worker will be late or absent, they must notify [the Employer's branch at Phone Number] at least [2] hours before the shift starts, as well as any contact named by the Client. Paid sick leave accrues and may be used as required by state or local law. Failure to report for [2] consecutive scheduled shifts without notice may be treated as a voluntary resignation.

7. BENEFITS

The Worker is eligible for benefits required by law, including workers' compensation coverage and any paid sick leave. Version A: the Worker may be eligible for the Employer's [health plan / 401(k)] after [eligibility period] in line with plan rules and the Affordable Care Act. The Worker is not eligible for any Client benefit plan. Version B: temporary employees [are / are not] eligible for [list benefits], subject to plan terms.

8. END OF ASSIGNMENT AND END OF EMPLOYMENT

An assignment may end early at the Client's or Employer's request or the Worker's. The Worker should give [2] working days' notice if they intend to leave an assignment. Version A: when an assignment ends, the Worker must contact the Employer within [3] business days to be considered for another assignment; where state law requires this to avoid an unemployment claim being treated as a voluntary quit, the Employer will give the Worker a written copy of this rule. Final pay is issued within the time required by state law.

9. HIRING BY A CLIENT

Version A: if a Client offers the Worker direct employment, the Worker is free to accept. Any fee is a matter between the Employer and the Client and will never be charged to the Worker. The Worker will tell the Employer if a Client approaches them about a direct job.

10. SAFETY

The Worker will receive site-specific safety training before starting work at any site and must use all protective equipment provided. The Worker must report any injury, near miss or unsafe condition to the Client supervisor and the Employer immediately, and must not perform any task they believe is unsafe or have not been trained for.

11. CONFIDENTIALITY AND CONDUCT

The Worker will keep confidential any non-public information about the Employer, its Clients and their customers learned during an assignment, during and after employment, and return all badges, equipment and materials when an assignment ends. Nothing in this agreement stops the Worker from discussing wages or working conditions, reporting possible legal violations to a government agency, or exercising any other right protected by law.

12. EQUAL OPPORTUNITY AND COMPLAINTS

The Employer prohibits discrimination and harassment based on any characteristic protected by law. The Worker should report any concern about conduct at a Client site, including by Client staff, to

[Name / Hotline / Email]. The Employer will investigate and will not retaliate against anyone for making a good-faith report.

13. GENERAL

This agreement, the Employer's [handbook / temporary worker policies] and each assignment confirmation make up the terms of employment. If they conflict, the assignment confirmation controls for pay and schedule. Changes must be in writing. This agreement is governed by the laws of [State].

SIGNATURES

Worker name

Worker signature

Date

Date

☐ I have received a copy of this agreement and the policies referred to in section 13

Employer representative name and title

Employer signature

Date

Date