



### **Temporary Employment & Non-Disclosure Agreement**

Please **CAREFULLY** and **THOROUGHLY** read the following Agreement, initialing your consent as you reach the end of each section. This Agreement is binding and is the sole responsibility of the signatory to ensure you have read and understood before signing.

#### **Nature of Employment:**

1. I, \_\_\_\_\_, hereby understand that Okanagan Staffing Services Inc. (hereafter “OSS Inc.”) has been authorized by my signature and approval of this contract, to place me on a variety of independent job assignments of a temporary nature.
2. I understand that before OSS Inc. reserves a temporary assignment in my name, they will provide me with the details of it, and I will be given the opportunity to accept it, but once I do so, it will be my responsibility to complete the assignment and carry it out to the best of my ability and with respect and professionalism.
3. I understand and accept that while on assignment, I am, first and foremost, an employee of OSS Inc.; I am NOT an employee of the client workplace that I have been placed at. **Initials:** \_\_\_\_\_

#### **Employee Expectations:**

1. I understand that I must report ANY AND ALL changes to my working conditions to OSS Inc., as soon as possible, including:
  - a. Any changes in my work location or job description (duties/responsibilities).
  - b. Any changes in my work hours or schedule, whether requested by me or the client.
2. I understand that I must immediately report ANY AND ALL workplace issues to OSS Inc., including:
  - a. Any concerns about my physical working environment, including unsafe working conditions.
  - b. Any disagreements or issues that may arise at my workplace, including conflict (whether professional or personal) with other employees, managers, contractors, etc., including bullying, harassment, verbal abuse, offensive speech, physical altercations, etc.
  - c. Any injuries that may occur at the workplace, and all appropriate details concerning the incident, within twenty-four (24) hours.
  - d. Any conflicts of interest that may arise prior to, or during, my employment that relate to my personal or professional business relationships that could impact my ability to complete my duties in a fair manner.
  - e. Any other workplace issues that are required by the *B.C. Employment Standards Act* and the *BC Human Rights Code* to be reported, or which I feel we should know about regarding the situation at the workplace.
3. I agree to report ANY AND ALL missed work time to OSS Inc. **as soon as I know the work will be missed, or as soon as possible afterwards** (if circumstances prevent me from contacting OSS Inc.

beforehand). Missed work time includes partial shifts, such as leaving early or arriving late. Reports must include the reason for missing work (i.e.: sickness, emergency, or sent home early.). I will report to OSS Inc and the client (if I have their contact information), by email and telephone, to inform of any missed work time. I understand that my Recruitment Coordinator will contact both me and the client separately.

4. I understand that the above outlined changes in working conditions (Clauses 1-3) are to be **reported directly to my Recruitment Coordinator** so that OSS Inc. can take the appropriate actions to ensure that:
  - a. incidents or injury are reported to WorkSafeBC, or
  - b. the workplace complies with WCB, WHMIS, OH&S, and other applicable safety regulations, or
  - c. conflicts are resolved in a timely manner, or
  - d. a replacement temporary employee can be placed at the workplace, if the client requires one.
5. I understand that if I need to miss a future scheduled shift for any reason, that I **MUST** request this time off, in advance and in writing, from my Recruitment Coordinator, even if the company I am working at gives their verbal approval to me. I understand that OSS Inc. will do everything possible to accommodate my request, but **cannot guarantee an accommodation**, especially on short notice.
6. I understand that I am required to provide OSS Inc. with at least **two (2) full business days' notice in writing**, to end an ongoing temporary assignment so that OSS Inc. can locate a suitable replacement. If this is not provided, OSS Inc. reserves the right to remove me from the temporary list and/or terminate my employment. **EXCEPTION:** an unexpected injury or illness affecting me or a family member, or an unsafe work situation, in which case, I must give as much notice as possible under the circumstances.
7. I understand that without explicit prior approval from OSS Inc., temporary employees are not allowed to carry out any of the following, and OSS Inc. is not responsible for damages nor losses that may occur resulting from these unauthorized actions:
  - a. Render financial decisions and sign financial documents
  - b. Operate company vehicles on personal or company business
  - c. Operate personal vehicles on company business
  - d. Handle company credit cards or cash, unless receiving payment from a customer as part of the job.
8. I understand that in order to maintain my active employment status, it is my responsibility to check in with OSS Inc. on a regular basis, by phone or email, (**REMOVED:** to confirm that I am still available) and that I must also advise if either my availability changes or contact information needs to be updated.
9. I understand that if I fail to check in with OSS Inc. for a period of ninety (90) days, that OSS Inc. reserves the right to close my file and stop contacting me regarding temporary employment opportunities.
10. I agree to follow all COVID-19 safety measures while on assignment at the client's location.  
I understand the above-mentioned Employee Expectations. **Initials:** \_\_\_\_\_

### **Payroll Policies**

1. OSS Inc. pays their temporary employees via direct deposit with the pay date being the Friday following each two-week pay period. Employees must submit their hours on a bi-weekly timesheet for each pay period which are approved and signed by an authorizing supervisor in order to be considered valid.
2. I understand that as a temporary employee, it is **solely my responsibility** to submit a completed, signed timesheet **by end-of-day on the Friday of each pay period** in which I have worked temporary hours, with the exception of weekend hours. In that instance, I have until 10:00 a.m. on the Monday following the weekend to submit my timesheet if I am to expect a pay cheque on the Friday of that week.
3. If I must email my timesheet to a remote supervisor for approval, I will submit my **UNSIGNED** timesheet to OSS Inc. for their information and in case they need to contact the supervisor to expedite a signature.
4. The only deductions from my salary will be those allowed by law to be deducted by employers (CPP, EI, and federal income tax).
5. I understand that upon receipt of an email invitation from Ceridian Powerpay inviting me to register for a Self-Serve account to receive pay stubs and T4 slip, I will register within 24 hours before the link expires, but if it does expire, I understand that I can contact OSS Inc. to have the Welcome email re-sent to me.
6. If my direct deposit information changes, I agree to provide the new bank information to OSS Inc. with at least two business days' notice to ensure my next pay cheque is deposited into the new bank account.
7. I agree that I understand OSS Inc.'s payroll policy and take full responsibility to ensure OSS Inc. will receive the proper documentation required in order to produce my pay cheque. **Initials: \_\_\_\_\_**

### **Confidentiality/Non-Disclosure:**

1. I understand that I may be assigned to perform services of a nature that require the strictest of confidentiality, sensitivity, and tact.
2. I agree that as an employee of OSS Inc., I am under a legal and professional duty to respect the confidentiality of any proprietary business information that I may be exposed to at OSS Inc.'s client work sites, or through OSS Inc. A failure to do so may result in losses to OSS Inc.'s clients and/or to OSS Inc.
3. I agree that I will keep this information confidential unless, during my temporary assignment, it is necessary to disclose it to other employees of the client business.
4. I understand that I must not list the identities of OSS Inc.'s clients directly onto my resume, nor list OSS Inc.'s clients as references, nor contact OSS Inc.'s clients for references without explicit prior approval from OSS Inc. or directly from the client. I can name OSS Inc. as my employer and can list job titles, but not company/client names.

- 5. I understand that I may only request a written letter of reference from OSS Inc., but not from any of OSS Inc.'s clients, unless they approach me about it first (then I will let OSS Inc. know). **Initials:** \_\_\_\_\_

**Employment Requests**

- 1. I hereby understand that as an active OSS Inc. employee, OSS Inc.'s clients must liaise with OSS Inc. in order to request any changes to my employment status.
- 2. I agree to IMMEDIATELY report any of the following *employment requests / offers* to OSS Inc.:
  - a. Any requests to **extend my temporary employment assignment** beyond the initial end- date
  - b. Any requests for me to **fulfill a new temporary assignment** for the client
  - c. Any requests that my **temporary employment will transition into permanent employment** for the client (or anyone through the client).
- 3. I understand and agree that if, at any time, I enter into or am offered either a temporary, contract, or permanent position by an OSS Inc. client, which has resulted from the introduction of myself to the client through OSS Inc., whether directly via a temporary placement or through OSS Inc.'s recruitment and interview process, or indirectly via the presentation of my resume to a client, I agree to contact OSS Inc. directly before accepting the offer.
- 4. I understand that the previous two (2) requirements are binding and **in effect for twelve (12) months** from either the date of the introduction of myself to OSS Inc.'s clients, or from the last date of my placement at OSS Inc.'s clients' work site – whichever is later, even if I am no longer actively employed with OSS Inc.
- 5. I further understand that I am not to solicit job offers from OSS Inc.'s clients for any of my friends, family, acquaintances, etc. at any time while an OSS Inc. employee, as this is a conflict of interest.
- 6. I understand that to ensure consistency, OSS Inc.'s clients have also been asked to sign documentation to adhere to these policies and conditions. **Initials:** \_\_\_\_\_

**Failure to Comply**

I realize that failure to comply with any of the above provisions may result in disciplinary action, up to and including, termination of my employment and/or removal from the Temp List. I also understand that my Recruitment Coordinator wants me to succeed and enjoy my assignment, so I will strive to do my best to be open with communication and bring up any issues, and to receive any input from OSS Inc. **Initials:** \_\_\_\_\_

**Temporary Employee:**

**Witness:**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Employee Copy

OSS Inc. Copy