



EMPLOYEE TIMECARD FOR WEEK-ENDING ____ / ____ / ____

**TIMECARDS ARE DUE MONDAY BY NOON TO ENSURE TIMELY PROCESSING
FAX TO (888) 632-7001 OR EMAIL TO KPGSERVICES@KPG-INC.COM**

EMPLOYEE NAME:	CLIENT COMPANY ASSIGNED TO:
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(Time is calculated in 15 minute increments)

DAY	DATE	SHIFT START	1ST MEAL BREAK OUT	1ST MEAL BREAK IN	2ND MEAL BREAK OUT	2ND MEAL BREAK IN	SHIFT FINISH	TOTAL DAILY REG HRS	TOTAL DAILY O/T HOURS	TOTAL DAILY D/T HOURS
MON										
TUES										
WED										
THURS										
FRI										
SAT										
SUN										

In California, an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than thirty (30) minutes.

DAILY TOTALS			
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TO THE EMPLOYEE:

BY SUBMITTING THIS TIME SHEET, I CERTIFY THAT I HAVE CAREFULLY REVIEWED THIS TIME SHEET AND THAT THE HOURS REPORTED ON THIS TIME SHEET, INCLUDING ALL START AND STOP TIMES, ARE ACCURATE. I WAS ALLOWED AN UNINTERRUPTED MEAL PERIOD THAT WAS AT LEAST 30 MINUTES IN DURATION. I HAVE RECEIVED ALL THE MEAL PERIODS AND REST PERIODS TO WHICH I WAS ENTITLED BASED ON THE NUMBER OF HOURS I HAVE WORKED. I HAVE NOT REPORTED MORE OR LESS TIME THAN I ACTUALLY WORKED.

IF I HAVE BEEN PRESSURED OR DIRECTED BY A SUPERVISOR, MANAGER OR ANYONE ELSE AT THE COMPANY TO WORK THROUGH ANY MEAL PERIOD, INACCURATELY REPORT ANY TIME OR NOT REPORT TIME THAT I HAVE WORKED, I UNDERSTAND I MUST REPORT THE INCIDENT TO KINETIC PERSONNEL GROUP AT 855-219-5292.

EMPLOYEE SIGNATURE: I certify that the above is true and correct

OVERTIME COMPENSATION

OT is paid at 1.5 times the regular rate
DT is paid at 2.0 times the regular rate

CLIENT (SUPERVISOR) APPROVAL

MY SIGNATURE REPRESENTS THAT I AM IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS OF STAFFING SERVICES AND PAYMENT TERMS. I CONFIRM THAT THE HOURS SHOWN ARE CORRECT AND THAT THE WORK WAS COMPLETED SATISFACTORILY.

MY SIGNATURE CERTIFIES THAT THE EMPLOYEE WAS ALLOWED AN UNINTERRUPTED MEAL PERIOD THAT WAS AT LEAST 30 MINUTES IN DURATION. THE EMPLOYEE WAS PROVIDED ALL THE MEAL PERIODS AND REST PERIODS, TO WHICH THE EMPLOYEE WAS ENTITLED BASED ON THE NUMBER OF HOURS WORKED. I HAVE NOT PRESSURED OR DIRECTED THE EMPLOYEE TO WORK THROUGH ANY MEAL PERIOD.

In California, an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than six hours. A second meal period of not less than thirty minutes is required if an employee works more than ten hours per day, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived. **Labor Code Section 512.**

COMPANY NAME	SIGNATURE	TITLE
PRINT NAME		DATE

KINETIC PERSONNEL GROUP'S TERMS AND CONDITIONS OF STAFFING SERVICES AND PAYMENT TERMS ARE EMAILED TO CLIENT COMPANY (REFERRED TO AS "CLIENT") DECISION MAKER ON EVERY FILLED JOB ASSIGNMENT.

1. **BILLING TERMS:** Itemized invoices for temporary services, based on hours shown on the Kinetic Personnel Group time cards, are emailed weekly and are **due and payable UPON RECEIPT OF INVOICE**. Each invoice is a distinct contract, severable from any other.
2. **PAST DUE ACCOUNTS:** If full payment has not been received by Kinetic Personnel Group within 30 days of the invoice date, a rate increase of up to 5% of the original hourly rate could be adjusted and the Client will, without further notice, become responsible for this new rate. In the event that the invoice is not paid in full within 30 days after the invoice date, there shall be a service charge of 1% per month on the unpaid balance, or at the highest rate of interest allowed by law, whichever is less. If this account is referred to an attorney for collection, and if any action is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of collection or enforcement of the judgment received by the prevailing party. In addition, if this account is referred to any attorney for collection, client agrees to pay reasonable attorney's fees and costs, whether or not any action is commenced.
3. **PERMANENT PLACEMENT / CONVERSION FEES:** Kinetic Personnel Group will retain this employee at the agreed upon rates.
 - a) If the client company wishes to hire a Kinetic Personnel Group employee, and does not have a signed Master Services Agreement, the Client agrees to pay a permanent placement / conversion fee equal to 20% of the first year annual salary if the employee has not completed a minimum of 720 billable hours.
 - b) If Client hires any Kinetic Personnel Group employee or referred employee (or by a referral of the client to any subsidiary or affiliated company), either for a full-time, temporary (including assignments through another agency), or consulting position within 180 days of the end of the assignment or of the referral period, the Client agrees to pay a permanent placement / conversion fee equal to 20% of the first year annual salary.
5. Client shall not, without prior written permission from Kinetic Personnel Group :
 - a) Entrust Kinetic Personnel Group employees with unattended premises, cash, negotiable instruments or other valuables
 - b) Authorize Kinetic Personnel Group employees to operate motor vehicles
 - c) Assign Kinetic Personnel Group employees to perform work other than that described at the time the client placed the job order.
6. Kinetic Personnel Group's insurance does not cover loss or damage caused by our employees operating client's owned or leased motor vehicles, therefore, the Client accepts full responsibility for claims, including the defense thereof, incurred as a result of the violation paragraph 5(b) above.
7. The Client agrees to accept full responsibility for the work done by Kinetic Personnel Group employees.