

EMPLOYEE AGREEMENT FORM

Last Name _____ First Name _____ MI _____ Suffix _____

Mailing Address _____

City _____ State _____ Zipcode _____

Home Phone_(_____) _____ Cell Phone_(_____) _____

 SSN _____ - _____ - _____ DOB _____ / _____ / _____ (mm/dd/yyyy) Male Female

Emergency Contact _____ Relationship _____

Emergency Contact Phone_(_____) _____ Emergency Contact Phone_(_____) _____

 Have you ever been convicted of a crime, entered a no contest plea to a crime, pled guilty to a crime, or had adjudication withheld for a crime? Yes No

 Are you out on bail or free on your own recognizance pending a disposition of trial? Yes No

If you answered "yes" to any of the above questions, please detail below.

Answering "yes" does not automatically prevent you from being hired. The facts of the case as they relate to the job for which you have applied will be considered. However, omission or misrepresentation related to the above two questions may be grounds for disciplinary action, including discharge.

Employee Signature _____ Date _____

Section 2 Completed by CLIENT - please print plainly

Client Company Name _____

Employee's Job Description _____

Worker's Comp Code _____

Original Hire Date(if known) _____ / _____ / _____ PEO Hire Date _____ / _____ / _____

 Rate of Pay \$ _____ hrly salary piecework commission other _____

Authorized Client Signature _____ Date _____

Please return this form to: ACLINE HR, 25074 Olympia Avenue, Suite 100, Punta Gorda, FL 33950
ACLINE HR
Office: 941 347 8625 | Fax: 941 347 8612 | info@aclinehr.com | www.aclinehr.com | Lic. EL397

ACKNOWLEDGEMENT AND AGREEMENT

I, the undersigned individual, in consideration of my being placed in a professional employer relationship with Acline Consulting, Inc. d/b/a Acline HR ("Acline"), acknowledge and agree to the following:

(1) At all times during my relationship with Acline, I understand and agree that I will remain an employee of the client company for which I am working ("Client") that has contracted with Acline and, to the extent allowed by law, Client will continue to have sole and exclusive control over my day-to-day job duties and over the worksite(s) where I perform services. Additionally, to the extent allowed by law, Client will continue to provide all onsite supervision, including, but not limited to, determining my job assignments and training requirements and evaluating my performance. Also, to the extent allowed by law, Client will determine my job duties, rate of pay, hours worked, continued employment opportunities, and other terms and conditions of my employment;

(2) I understand and agree that my status with Acline is at-will. I further understand and agree that there is no contract of employment which exists between Acline and me and I understand and agree that Acline will not become a party to any contract of employment which I have already entered into or which I may in the future enter into with Client. Additionally, I understand and agree my at-will status with Acline does not change the employment status I had with Client prior to the existence of the professional employer relationship between Acline and Client and that Acline is not responsible for any contractual obligations which may exist between Client and me;

(3) I understand and agree that I am performing services within a professional employer organization relationship where the duties and responsibilities applicable to me are set forth in a service agreement entered into between Client and Acline;

(4) I understand and agree that, unless otherwise required by law if Acline does not receive payment from Client for services which I perform as a utilized individual, Acline may, where allowed by law, pay me the applicable minimum wage (or the legally required minimum salary) for any such pay period, and I agree to this method of compensation. Additionally, I understand and agree that Client at all times ultimately remains obligated to pay me my regular hourly rate of pay if I am a non-exempt individual and to pay me my full salary if I am an exempt individual if Acline is not fully paid by Client for services that I render;

(5) I understand and agree that, unless otherwise required by law, where payment for the following items have not been received by Acline from Client, Acline does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, profit sharing, vacation, sick, or other paid time off pay and compensation, benefit, or for any other payment not required by law, in any form, or for any other similar type of payment, unless Acline has specifically, in a written agreement entered into with me, adopted Client's obligation to pay me such compensation or benefit (Acline does assume this responsibility where such payment has been received from Client encompassing such items regarding me);

(6) Unless otherwise contractually agreed to by Client and Acline, Acline has agreed to maintain workers' compensation insurance covering my employment. In recognition of the fact that any work-related injuries which might be sustained by me are covered by state workers' compensation statutes, and to avoid the circumvention of such state statutes which may result from suits against the customers or clients of Acline or against Acline based on the same injury or injuries, and to the extent permitted by law, I hereby waive and forever release any rights I might have to make claims or bring suit against any client or customer of Acline and/or against Acline for damages based upon injuries which are covered under such workers' compensation statutes. In the event of a work-related injury, I understand and agree that, to the extent allowed by law, my sole remedy lies in coverage under Acline workers' compensation policy or Client's workers' compensation policy if it maintains its own workers' compensation policy;

(7) I understand and agree that if I am injured on the job, even if the injury is minor or I do not want treatment, I must immediately report it to my supervisor. I also agree to comply with any lawful drug testing policy which may be adopted, and I specifically agree to post-accident drug testing in any situation where it is allowed by law;

(8) In addition, I also agree that if at any time during my employment at Client I am subjected to any type of discrimination, including discrimination because of race, sex, sexual orientation, harassment of any type, disability, color, age, genetic information, national origin, citizenship status, religion, retaliation, veteran status, military status, or union status, or if I am subjected to any type of harassment including sexual harassment, I will immediately contact an appropriate person of Client. In most instances, this appropriate person will be the President of Client. Should I choose not to contact Client for any reason, I may contact Acline's Human Resources Director at 1-941-347-8625 for the limited purpose of having Acline, at its option, and not as an employer, but as a possible facilitator, try in its sole discretion, to attempt to facilitate a resolution;

(9) I understand and agree that Client has sole and exclusive control over my day-to-day job duties and Client has sole and exclusive control over the job site at which, or from which, I perform my services and that Acline only reserves and retains such rights and authority as is required by applicable law. I agree that Acline does not have actual control over my workplace and, as such, is not in a position to end or remediate any discrimination, harassment, unsafe working condition, retaliation, or wrongdoing which may be occurring. The responsibility to resolve and/or end such inappropriate conduct or unsafe working condition rests with Client, however, Acline may attempt to facilitate a resolution;

(10) I understand and agree that due to licensure and workers' compensation restrictions applicable to professional employer organizations, if I am accepted as a utilized individual of Acline, I am expressly prohibited from performing any work outside the state in which I am currently performing services for Client ("Home State") during my status as a utilized individual except as may be allowed pursuant to the workers' compensation policy provided to me by Acline or except as may be allowed in writing by Acline and the applicable workers' compensation carrier;

(11) If I work outside the Home State for Client or for anyone else without first securing this approval as set forth at (10), I understand and agree that I will no longer be in a professional employer organization relationship with Acline and may not be provided workers' compensation benefits through Acline or the applicable workers' compensation carrier and my professional employer organization relationship with Acline will be considered immediately terminated upon commencement of my trip outside the Home State to perform work where prior approval has not been received as set forth herein;

(12) I understand and agree that, to the extent allowed by law, any obligation of Acline ceases when Acline's professional employer organization agreement with Client terminates;

(13) I understand and agree if I am eligible for any benefits it is my responsibility (and the responsibility of any family members/dependents who wish to participate) to timely submit all required forms and information;

(14) To the extent allowable by law, by signing this Agreement, I assign to Acline, my right to assert a priority wage claim against Client under 11 U.S.C. § 507 (a)(3) in the event that a Bankruptcy Petition is filed under Title 7 and or Title 11 of the United States Code by and on behalf of Client; and

(15) Should I sign this form and/or complete Acline's utilized individual paperwork and never be accepted as a utilized individual of Acline, this form shall be null and void and Acline shall have no obligation to pay me or to in any manner treat me as a utilized individual. Additionally, should I never have payroll reported for me by Client to Acline, or should there be any period of time where payroll is not reported for me for two consecutive payroll periods without Client having informed Acline that I am on a leave of absence or on an approved PTO, vacation or sick leave, to the extent allowed by law, Acline shall have no obligation to pay me for such periods.

Employee Signature

Date

ACLINE HR

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