



MaineWorks Service Agreement

Thank you for the opportunity for MaineWorks to provide your company with outstanding temporary employees. We accept that there is a shared commitment to high quality and safety and we are delighted to have the opportunity to work with you. We hire with discretion and all of our employees come referred by trusted sources. MaineWorks employees are paid weekly and considered full time employees of MaineWorks.

Please accept the following contractual conditions as a formality:

Margo Walsh, Founder & President,
margo@maineworks.us



Quality Assurance:

In order to provide the level of service that your company needs, MaineWorks employees are ‘categorized’ using a scale that reflects experience, skill, tenure and the ability to work autonomously. Our categories are:

Level I –less than 2 weeks employment with MaineWorks-unskilled, quality labor requiring supervision and direction.

Level II- may work more autonomously as long as there is mutual agreement that the employee understands what is expected including a specific time frame for each task.

Level III- works independently with minimum supervision and takes initiative at the worksite. This employee may also be responsible for ‘managing’ any other MaineWorks employees reporting to the foreman on behalf of MaineWorks.



Safety:

1. The safety of MaineWorks employees is a shared responsibility between MaineWorks and your company. MaineWorks employees will arrive at the work site with appropriate, OSHA standard safety equipment including: hardhat, safety glasses, work gloves and work boots.

For all DOT assignments employees will have Level III safety vests per DOT guidelines and will be issued vibration absorption gloves and ear protection for the use of jackhammers.

2. In compliance with DOT regulations MaineWorks employees know that there is no tolerance for any substance use whatsoever while at work. If there is reasonable suspicion of any substance use, please call Margo Walsh 207-650-9179 and the employee will be removed from the worksite immediately and taken to US Health Works for 'on the spot' testing. A refusal to be tested will result in immediate termination as would any positive test result. No exceptions.

3. It is understood that Level I and II employees of MaineWorks are not allowed to operate or allow their fingers, hands, extremities or person to come within 24 inches of any power tool that has a revolving blade or disk on or in it. This includes, but is not limited to, table saws, skill saws, chop saws, reciprocating saws, chainsaws, grinders, belt sanders, etc. Also all roof work, tree work, ladder work, etc. is not allowed. MW employee's feet may never be more than 6 feet off the floor or ground. Employees may not operate the customer's or their own vehicles during the course of work. Lawn mowers equipped with up to date mechanisms that shut off the entire machine when the handlebars are released or when the operator unseats him/herself are permissible after employee receives a proper safety orientation and has been properly trained to operate that equipment. MaineWorks employees need to be advised of any safety equipment necessary for their task including proper use of life jackets or safety harnesses.



Safety Continued:

If your company's onsite supervisor has the slightest question about whether or not a specific tool may be used, please contact MaineWorks directly for permission.

Because your company will be actively supervising MaineWorks employees, your supervisor will be quickly able to observe unsafe conditions, practices, or incompetence, and cause the cessation of work if the employee(s) is/are working in an unsafe or incompetent fashion.

4. MaineWorks has a safety and loss prevention program, and your company, after reviewing this program, will actively participate, as supervisor, in supporting this program. Your company agrees to defend, indemnify and hold MW harmless from and against all loss, damage, expense, actions and claims, including reasonable attorneys' fees arising out of or in connection with your company's lack of supervision, safety training and/or incorrect instruction or faulty equipment.

5. MaineWorks hires with discretion and care and we are proud of our employees. Some of our workers, however, have a criminal past or are currently on probation or participating in some kind of supervised work program. We occasionally have employees who are currently incarcerated and working through Cumberland County Community Corrections Program. These individuals must be identified to the supervisor and a work release officer will often confirm their physical location. We seek to protect the anonymity and dignity of each employee while providing necessary disclosure to our clients.



Minimum Work Time and Time Recording:

MaineWorks employees will be engaged for a four hour minimum. If they are only needed for part of that time they will still account for a four hour period on their time card.

At the end of each day MaineWorks employees will fill out a day slip that will require the signature of the supervisor who will be handed a yellow copy of the ticket summarizing the day's work.

The directive for hiring labor back on the next workday must come from the supervisor and go through Margo Walsh. Please advise field managers to contact Margo and although they are welcome to mention specific interest in the same worker returning, all arrangements need to be confirmed through Margo so there will be no confusion about staffing.

The highest compliment to a worker is to be asked back the next day if there is work available. Feedback on individual workers is welcome!



Billing:

1. MaineWorks fee for service is variable and commensurate with the level of the experience level of the employee and the exposure related to the specific worker's compensation code for your work site. All federal guidelines for compensation will be strictly enforced. We will provide certified payrolls for all eligible projects.

2. Your company will be invoiced weekly for services rendered and agree to pay all invoices upon receipt. If a dispute arises on the balance owed, client agrees to pay all undisputed balances as they come due.

3. Because of our outstanding reputation in the labor market, it is not unusual for MaineWork's employees to be considered for full time employment by our clients. We are delighted when an employee attains full time employment and we simply ask that your company agrees to pay a one time conversion fee of \$500 to offset the cost of employing and retaining outstanding workers. This fee may vary if said employee has worked for your company as a temporary employee for longer than three months.

MaineWorks is fully insured by MEMIC for our Worker's Compensation insurance and holds a general liability policy from United Insurance for any damage that is result of a MaineWorks employee. Copies of these insurances will be sent to your office upon agreement.



Acceptance of General Terms & Conditions:

Client / Company: _____

Representative: _____ Phone number: _____

Hourly fee for service: _____

Agree to employee 'level' and commensurate pay rate: _____

Acknowledge 4 hour minimum-all workers will be paid for and the client will be billed for a minimum of 4 hours for each day requested: _____

Agree to Pay \$500 to hire employee within first 60 days of continual employment, beyond that time frame there will be no conversion fee: _____

Printed Name of Representative: _____

Signature: _____ Date: _____