



“The Company that works for you.”

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THIS AGREEMENT made the _____ day of _____, 200

BETWEEN:

STAFFMED SOLUTIONS INC.

(The “Employer”)

and

(The “Employee”)

WHEREAS:

1. The Employer is a staffing agency providing registered nurses, registered practical nurses, personal support workers, personal care aids, companions, sitters and others to nursing homes and other facilities;
2. The Employer wishes to hire the Employee and the Employee wishes to work for the Employer:

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Employer hires the Employee as a _____, at an hourly rate of \$ _____ per hour. Such hourly rate may be adjusted at such time or times as the Employer determines.
2. The Employee shall work at such facilities of clients of the Employer as the Employer may designate from time to time and while working at such facilities shall work under the direction of the Employer’s client, performing such services as are ordinarily performed by a _____.
3. The Employee shall be paid every second Friday for the hours worked in the two week period ending with the shift commencing at 11:00 P.M. the previous Saturday evening.
4. The Employee shall maintain such timesheets and other records of hours and location of work as may be required by the Employer from time to time. Timesheets and such other records of hours worked and location of work shall be submitted at such time or times and in such manner as the Employer may require.

5. In the event an Employee is unable to attend for a shift, notice shall be given to the Employer at least four hours prior to the commencement of the shift. In the event the Employee does not attend for a shift and does not provide any notice of such nonattendance to the Employer, such nonattendance, in the absence of an explanation which in the sole opinion of the Employer, acting reasonably, is considered adequate, shall be grounds for dismissal for cause, entitling the Employer to terminate the employment of the Employee without notice.

6. The Employer shall provide such training to the Employee as the Employer in its discretion considers advisable and shall make available to the Employee certain training manuals, such manuals depending upon the employee classification. The Employee shall familiarize herself or himself with such manuals.

7. The employment of the Employee shall be subject to a three month period of probation, during which time the employment may be dismissed without notice. In the event the Employee does not work a minimum of 180 hours for the Employer, the Employer may extend the period of probation for such period of time as the Employer determines. Following the probation period if the Employee is dismissed for any reason other than cause, the Employee shall be entitled to such notice as is prescribed by the Employments Standards Act and no more.

8. The Employee acknowledges that the Employer is a staffing agency and as such does not guarantee the Employee a fixed number of hours of paid employment per week or per month. Accordingly it is therefore agreed that subject to the provisions of this agreement, the Employee is at liberty to provide her or his services to others.

9. During the term of the Employee's employment the Employee shall not, either directly or indirectly provide services either as an employee or as an independent contractor to any client of the Employer. Breach of the provision shall be considered grounds for dismissal with cause. Further the Employer shall be entitled to \$1,000.00 as liquidated damages and not as a penalty. The parties hereto agree that such amount is their genuine estimation of such damages.

10. The Employee agrees that for a period of six months following the termination of his or her employment, either directly or indirectly, not to solicit clients of the Employer to engage the Employee or others (i) for employment by the client or (ii) to provide services to the client as independent contractors. In the event of a breach of the provisions of this paragraph the Employer shall be entitled to \$1,000.00 as liquidated damages and not as a penalty. The parties hereto agree that such amount is their genuine estimation of such damages.

11. The Employee acknowledges that she or he shall be working at facilities operated by clients of the Employer and as a result shall be working in locations which are not under the control of the Employer. The Employee shall have no cause of action against the Employer, its officers or directors for anything that may occur at such facilities or anything that may be done by employees, agents or clients of the clients of the Employer.

12. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular

provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force and effects.

13. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date above written.

StaffMed Solutions Inc.

Per: _____
Vladimir Aizikov

Employee

Employee's social insurance number