SMARTSTAFF PERSONNEL

312 Springfield Avenue • Berkeley Heights, NJ 07922
Phone: 908-508-0300 • Fax: 908-508-0323
E-mail: Info@SmartStaffPersonnel.com
Web: www.SmartStaffPersonnel.com

Welcome to SmartStaff Personnel!

Thank you for the opportunity of working with you. We want to establish a long-term relationship with you. We will work to make your time with us as productive, effective and pleasant as possible. SmartStaff Personnel is pleased to offer the following bonus plans and benefits. Please check back with us frequently, as we will constantly be upgrading and adding new benefits programs.

Referral Bonus Plan

We take great pride in the fact that many of our top candidates are referred to us by other candidates with whom we have worked, and sometimes even by our clients. If you refer a candidate to us, and they complete a temporary assignment, or are placed in a full-time position for at least three months, we will be happy to provide you with a referral bonus. The type of bonus will be determined by the specifics of the assignment or placement.

Health/Dental Insurance

After you complete three month's of continuous employment—with at least 1,000 hours during that time, and 25 hours per week continuously — you are eligible to participate in the Aetna HMO group plan, and the Oxford Dental plan. You must be currently employed on an active assignment to participate in the plan. After you have completed two months of your assignment, you need to let us know that you intend to participate so we can begin the process of setting up your coverage.

Vacation Plan

After you complete 2,000 hours of continuous employment, you are eligible for 35 hours of vacation pay. You must be currently employed on an active assignment, with at least 25 hours per week continuously, to receive vacation pay.

Holiday Pay

After you have worked 1,000 hours, with at least 25 hours per week continuously, you will be eligible for holiday pay. If you are on an assignment, and the holiday falls on a day you would normally work, you will receive 8 hours of holiday pay. You must work the day before and the day after the holiday in order to qualify. Please note that these 8 hours will not apply towards any over time.

The holidays for which you will be eligible:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Independence Day (July 4th)	Christmas

Direct Deposit

We prefer to pay by Direct Deposit. The Direct Deposit Program will allow you to have your weekly paycheck deposited electronically into the checking or savings account of your choice. You may activate Direct Deposit as soon as you begin work.

Directo Paycard Program

If you don't have a checking account, or prefer not to use it, you can have your paychecks directly deposited into your own FDIC-insured account through our convenient Directo Paycard System. This is a "checkless" checking account that you can open with no credit check. You will receive a "debit card" that you can use to withdraw your paycheck, or make transactions at grocery stores, etc. Please let us know if you would like the application form for the Directo card.

Health and Safety

Your health and safety on an assignment are of paramount importance to us. We make every effort to ensure that when you are assigned to a temporary position, the working conditions will not jeopardize your health or safety. However, should you ever feel that there is an immanent danger to either your health or safety, leave the area, inform your supervisor at the company, and contact us at 908-508-0300 immediately. You may also wish to contact OSHA, the Occupational Safety and Health Administration at 1-800-321-OSHA or www.osha.gov

Please keep this page for your reference

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Payroll Procedures

- ✓ Time sheets are to be faxed (908-508-0323), scanned and emailed, or delivered to our office no later than 12:00pm (Noon) on **Monday.**
- ✓ Original time sheets are to be mailed or dropped off to arrive at our office no later than **Monday** of the following week.
- ✓ Your pay cannot be released without a timesheet signed by an authorized representative of the client company.
- ✓ Overtime, *if applicable,* is paid at 1½ times your salary for hours above **40 per week.**
- ✓ When your assignment ends, call your counselor and submit your time sheet that day.
- ✓ Direct Deposit payroll transfers are initiated Wednesday afternoons. Funds are credited to your account within two business days.

If you will be late or cannot report to work for any reason, *you must give us advance notice,* even if you have contacted the client.

General Procedures

- ✓ Please notify your supervisor and our office if you must miss any time from work.
- ✓ Please notify us if our Client asks you to join their full-time staff. We can assist in making the proper arrangements.
- ✓ ***Please give us reasonable notice if you must leave an assignment.***
- ✓ Your pay rate is confidential and should not be discussed with either our Client or any other employees.

We appreciate the opportunity of working with you…thanks!

Please keep this page for your reference

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Employment Application

312 Springfield Avenue
Berkeley Heights, NJ 07922
Phone: 908-508-0300
Fax: 908-508-0323
E-mail: Info@SmartStaffPersonnel.com
Web: www.SmartStaffPersonnel.com

Date: ______________________

Name: ______________________ SS#: ______________________

Address: ______________________ City, State, Zip: ______________________

Home Phone: ______________ Work Phone: ______________ Cell/Pager: ______________

Email/Web: ______________________

In Case of Emergency, Contact: ______________________ Phone: ______________

Professional License(s): ______________________

Education

	Name	Dates Attended	Degree/Major	Did you graduate?
High School:				
College:				
Graduate:				

Employment

Company	From/To	Position	Salary	OT/Bonus	Reason for leaving

References

Please include your supervisor at the above positions.

Name	Company	Position	Phone Number

How did you hear about us? ______________________

What is your minimum hourly rate? ______________________

Date available to begin work? ______________________

Shift(s) preferred? 1st ❑ 2nd ❑ 3rd ❑ Weekend ❑

Are you looking for a permanent position? ______________________

Salary desired? ______________________

Will you work in a smoking environment? .... Y ❑ N ❑

If needed, can you commute to work by car? .... Y ❑ N ❑

Is it legal for you to work in the U.S.? .... Y ❑ N ❑

Have you ever been convicted of a crime? .... Y ❑ N ❑
If yes, provide details on reverse side.

Have you ever worked as a temporary employee? .... Y ❑ N ❑
If yes, provide details on appropriate form.

SMARTSTAFF PERSONNEL

Temporary/Consulting Reference Authorization

Have you worked as a temporary employee in the past year?
If yes, please indicate the company you temped at, your supervisor there (and phone number, if known) and the agency that sent you. This will help us avoid potential conflicts with other staffing firms.

Name: ______________________________

1.
Name of Supervisor: ______________________ Telephone: ____________
Your Position: ______________ Dates Worked: ____________ Hourly Rate: ____________
Company Name: ______________________ Agency that sent you: ____________

2.
Name of Supervisor: ______________________ Telephone: ____________
Your Position: ______________ Dates Worked: ____________ Hourly Rate: ____________
Company Name: ______________________ Agency that sent you: ____________

3.
Name of Supervisor: ______________________ Telephone: ____________
Your Position: ______________ Dates Worked: ____________ Hourly Rate: ____________
Company Name: ______________________ Agency that sent you: ____________

4.
Name of Supervisor: ______________________ Telephone: ____________
Your Position: ______________ Dates Worked: ____________ Hourly Rate: ____________
Company Name: ______________________ Agency that sent you: ____________

5.
Name of Supervisor: ______________________ Telephone: ____________
Your Position: ______________ Dates Worked: ____________ Hourly Rate: ____________
Company Name: ______________________ Agency that sent you: ____________

You are hereby authorized to contact these references on my behalf.

Signature: ______________________________ Date: ______________

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1. As a temporary employee working for SmartStaff Personnel and assigned to its Client or Clients, I understand that any work I do, and any information and materials I may hear or see while at a Client's premises are the private and confidential business property of the Client and those with whom the Client does business. I agree to keep all of such matters absolutely confidential and not to disclose them to anyone outside of such Client for any reason. I also agree that none of such information and materials may be copied, disclosed, transferred or communicated outside of such Client's full-time employees. I understand and agree that for security reasons I may not bring any computer disks on to the premises of the Client, nor will I remove any disks from the premises of any SmartStaff Personnel client. I will, upon request, return to such Client all copies of any documents or materials obtained or developed while working at such Client. Finally, I understand that these restrictions apply after I leave such Client, and do not end when my temporary assignment ends.
2. I have read and fully understand the questions asked in this application. I certify that all answers given by me are true, accurate and complete and understand that the omission and/or misrepresentation of any fact from this application or during any interview will be cause for immediate dismissal.
3. I hereby authorize SmartStaff Personnel to obtain reference information about me and release all persons from liability for doing so.
4. May we contact your ***present*** employer at this time? ❑ Yes ❑ No
5. If hired, I agree to abide by all the company rules and regulations and understand that if employed, my employment may be terminated with or without cause, and with or without notice, at any time, at the option of either the company or me. I further understand that no representation, whether oral or written, by any representative or agent of the company, at any time, can constitute a contract of employment. I understand that the company and all plan administrators shall have the maximum discretion permitted by law to administer, interpret, modify, discontinue, enhance, or otherwise change all policies, procedures, benefits or other terms or conditions of employment. I understand that my classification while on an assignment is that of temporary personnel and that my anticipated length of engagement is not for any prescribed period of time. I further understand that I am not covered by nor eligible to participate in any of the Client's employment benefit plans, including but not limited to medical, dental, group life, disability, profit-sharing, 401(k) and pension.

I acknowledge and agree to the above terms.

____
Name

____ _______________
Signature Date

SIGN HERE

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Ending an Assignment

When you are assigned to a temporary position with a company, we will let you know how long the assignment is expected to run. Your commitment to completing that assignment is important to you, to us, and to the client company you will be working for.

Once you are working on an assignment, please let us know if you are unable to continue to the end of that assignment. Please call your counselor and give reasonable notice of your intention to leave the assignment.

When you call and give us reasonable notice that you will be leaving your assignment, we will have the opportunity to find a suitable replacement for you for our client.

If you do not let us know that you are unable to complete your assignment, or you don't give us reasonable notice that you need to end your assignment, your final check will be paid at an hourly rate of the prevailing Federal or local minimum wage, whichever is higher.

I understand this policy.

____
Printed Name

____
Signature

SIGN HERE

____
Date

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Health/Dental Insurance

After you complete six month's of continuous employment—with at least 625 hours during that time— you are eligible to participate in the Aetna HMO group plan, and the Oxford Dental plan. You must be currently employed on an active assignment to participate in the plan.

Printed Name Date

SIGN HERE

Signature

Please complete for both plans below:

1. Aetna HMO Heathcare Plan

❑ I would like to participate in the Aetna HMO Heathcare plan
We will give you the application forms if you want to participate.

❑ I do not need the plan, I have coverage elsewhere.

Name of healthcare insurance company that provides your coverage.

Policy number for your coverage.

❑ I do not want to participate in the plan. I do not have coverage elsewhere.
However, I will let you know in the future if I would like to take the coverage.

2. Oxford Dental Plan

❑ I would like to participate in the **Oxford Dental** plan.
We will give you the application forms if you want to participate.

❑ I do not need the plan, I have coverage elsewhere.

Name of dental insurance company that provides your coverage.

Policy number for your coverage.

❑ I do not want to participate in the plan. I do not have coverage elsewhere.
However, I will let you know in the future if I would like to take the coverage.

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Direct Deposit Authorization

I authorize SmartStaff Personnel, LLC, and its Agents, including financial institutions, to initiate electronic credit entries (direct deposit) to my checking or savings account listed below. This authorization will remain in effect until I have informed SmartStaff Personnel, LLC in writing that I wish to cancel it and SmartStaff Personnel, LLC has had a reasonable amount of time to process the cancellation.

I understand that direct deposit payroll transfers are initiated on Wednesday afternoons. Funds are credited to my account within 2 business days.

My timesheet must be received by SmartStaff Personnel, LLC prior to 5pm on Monday, (Tuesday when Monday is a holiday). It is my responsibility to confirm receipt. If my timesheet is submitted late, I will not be paid until the following week.

I understand that a statement of earnings each week will be available to me at www.compupaycentral.com.

Directo Paycard Program
You can have your paychecks directly deposited into your own FDIC-insured account through our convenient Directo Paycard System. This is a “checkless” checking account that you can open with no credit check. You will receive a “debit card” that you can use to withdraw your paycheck, or make transactions at grocery stores, etc. If you prefer, we can provide you with information on several other paycards that offer similar services.

❑ Checking ❑ Savings

My Account #: ______________________________

My Bank: ______________________________
Bank Address: ______________________________
Bank City, State, Zip: ______________________________
Bank Phone Number: ______________________________

My Bank’s ABA routing #: ______________________________

My voided check is attached.
(Attach deposit slip only for savings account.)

Name: ______________________________

Social Security #: ______________________________

Date: ______________________________

Signature: ______________________________ SIGN HERE

What's worse than needing legal help? Not having access to it.

That's why we are proud to offer you this Life Events Legal Plan.®

You may say:
"I don't have any legal situations. I don't need an attorney."

But if you answer "YES" to any of the following questions, the truth is *YOU DO!*

Do you need to have your will prepared or updated?
Do you have teenage drivers or drive like a teenager yourself?
Have you ever signed a contract of any kind?
Have you ever received an inaccurate credit rating?
Have you ever had to collect child support?
Do you have an issue with collections?
Have you ever been treated unfairly or been taken advantage of?
Have you ever had a repair bill that was not the amount authorized by you?
Have you ever had a landlord/tenant dispute?
Has a company ever refused to honor the warranty on a product?
Do you have a question about your taxes or need help with the IRS?
Have you ever had problems with an insurance claim?
Do you have a domestic/divorce problem?
you have a problem with a foreclosure issue?
Have you ever paid a bill that you knew was unfair?
Have you ever had your wages unfairly garnished?

And what about Identity Theft?

Over **252.2 million** people have had their Social Security numbers and their information compromised by databases getting hacked or stolen since January of 2005! (TJ Maxx, Veterans, etc.)
What if someone got a **job in your name**? Committed **crimes in your name**? Had an **HIV test in your name?**
The average victim spends **600 hours and $1,500** clearing their good name.
Do you know what to do? Do you have the time and patience to do that?

What is the solution? **Identity Theft Shield**

Covers you and your spouse or qualified significant other or domestic partner

- **Credit Report Analysis**
  You and your spouse receive a current credit report with a score analysis.
- **Continuous Monitoring of Credit Activities through Experian (24/7)**
  Receive notification if one of the following occurs: 1) an application for credit in your name; 2) an account is opened in your name; 3) your address has been changed; 4) a derogatory statement shows up; 5) a lien is on your property.
- **Full Identity Theft Restoration.** Relax! **Licensed Investigators** at **KROLL** will issue the fraud alerts on your behalf and handle follow up with credit card companies, financial institutions, all three credit repositories, Social Security Administration, Federal Trade Commission, Department of Motor Vehicles, law enforcement personnel and the US Postal Service. Criminal activity searches will also be completed

What is the cost?

- **Less than $1.00 a day for BOTH Legal Plan and Identity Theft Shield.**

Questions? Call Barbara Huston, Pre-Paid Legal Independent Associate: 973-464-1287.
hustonbarbara@gmail.com
Visit www.prepaidlegal.com/info/barbarahuston for more information.

This outline only highlights the benefits. A complete description of benefits is in your membership contract.

Form W-4 (2010)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2010 expires February 16, 2011. See Pub. 505, Tax Withholding and Estimated Tax.

Note. You cannot claim exemption from withholding if (a) your income exceeds $950 and includes more than $300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on his or her tax return.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the amount you are having withheld compares to your projected total tax for 2010. See Pub. 919, especially if your earnings exceed $130,000 (Single) or $180,000 (Married).

Personal Allowances Worksheet (Keep for your records.)

A Enter "1" for **yourself** if no one else can claim you as a dependent . . . . **A** ______

B Enter "1" if:
- You are single and have only one job; or
- You are married, have only one job, and your spouse does not work; or
- Your wages from a second job or your spouse's wages (or the total of both) are $1,500 or less.

. . **B** ______

C Enter "1" for your **spouse.** But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . **C** ______

D Enter number of **dependents** (other than your spouse or yourself) you will claim on your tax return . . . . **D** ______

E Enter "1" if you will file as **head of household** on your tax return (see conditions under **Head of household** above) . **E** ______

F Enter "1" if you have at least $1,800 of **child or dependent care expenses** for which you plan to claim a credit . . **F** ______

(**Note.** Do **not** include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)

G **Child Tax Credit** (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information.
- If your total income will be less than $61,000 ($90,000 if married), enter "2" for each eligible child; then **less** "1" if you have three or more eligible children.
- If your total income will be between $61,000 and $84,000 ($90,000 and $119,000 if married), enter "1" for each eligible child plus "1" **additional** if you have six or more eligible children.

G ______

H Add lines A through G and enter total here. (**Note.** This may be different from the number of exemptions you claim on your tax return.) ▶ **H** ______

For accuracy, **complete all worksheets that apply.**
- If you plan to **itemize or claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you have **more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed $18,000 ($32,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 below.

Cut here and give Form W-4 to your employer. Keep the top part for your records.

Form **W-4**

Department of the Treasury
Internal Revenue Service

Employee's Withholding Allowance Certificate

▶ **Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.**

OMB No. 1545-0074

2010

1 Type or print your first name and middle initial.	Last name	**2 Your social security number**
Home address (number and street or rural route)	**3** ☐ Single ☐ Married ☐ Married, but withhold at higher Single rate. **Note.** If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.	
City or town, state, and ZIP code	**4** **If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card.** ▶ ☐	

5 Total number of allowances you are claiming (from line **H** above **or** from the applicable worksheet on page 2) **5** ______

6 Additional amount, if any, you want withheld from each paycheck . . . . **6** $ ______

7 I claim exemption from withholding for 2010, and I certify that I meet **both** of the following conditions for exemption.
- Last year I had a right to a refund of **all** federal income tax withheld because I had **no** tax liability **and**
- This year I expect a refund of **all** federal income tax withheld because I expect to have **no** tax liability.

If you meet both conditions, write "Exempt" here . . . . ▶ **7** ______

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature
(Form is not valid unless you sign it.) ▶ **Date** ▶

8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)	**9** Office code (optional)	**10** Employer identification number (EIN)

Deductions and Adjustments Worksheet

Note. Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

1	Enter an estimate of your 2010 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions . . .	1	$
2	Enter: { $11,400 if married filing jointly or qualifying widow(er); $8,400 if head of household; $5,700 if single or married filing separately } . . .	2	$
3	**Subtract** line 2 from line 1. If zero or less, enter "-0-" . . .	3	$
4	Enter an estimate of your 2010 adjustments to income and any additional standard deduction. (Pub. 919) . . .	4	$
5	**Add** lines 3 and 4 and enter the total. (Include any amount for credits from *Worksheet 6* in Pub. 919.) .	5	$
6	Enter an estimate of your 2010 nonwage income (such as dividends or interest) . . .	6	$
7	**Subtract** line 6 from line 5. If zero or less, enter "-0-" . . .	7	$
8	**Divide** the amount on line 7 by $3,650 and enter the result here. Drop any fraction . . .	8	
9	Enter the number from the **Personal Allowances Worksheet,** line H, page 1 . . .	9	
10	**Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet,** also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1	10	

Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

Note. Use this worksheet *only* if the instructions under line H on page 1 direct you here.

1	Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**)	1	
2	Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However,** if you are married filing jointly and wages from the highest paying job are $65,000 or less, do not enter more than "3." . . .	2	
3	If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet . . .	3	

Note. If line 1 is ***less than*** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4–9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.

4	Enter the number from line 2 of this worksheet . . . 4 ______		
5	Enter the number from line 1 of this worksheet . . . 5 ______		
6	**Subtract** line 5 from line 4 . . .	6	
7	Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here . . .	7	$
8	**Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed . .	8	$
9	Divide line 8 by the number of pay periods remaining in 2010. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2009. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck . . .	9	$

Table 1

Married Filing Jointly		All Others	
If wages from **LOWEST** paying job are—	Enter on line 2 above	If wages from **LOWEST** paying job are—	Enter on line 2 above
$0 - $7,000 -	0	$0 - $6,000 -	0
7,001 - 10,000 -	1	6,001 - 12,000 -	1
10,001 - 16,000 -	2	12,001 - 19,000 -	2
16,001 - 22,000 -	3	19,001 - 26,000 -	3
22,001 - 27,000 -	4	26,001 - 35,000 -	4
27,001 - 35,000 -	5	35,001 - 50,000 -	5
35,001 - 44,000 -	6	50,001 - 65,000 -	6
44,001 - 50,000 -	7	65,001 - 80,000 -	7
50,001 - 55,000 -	8	80,001 - 90,000 -	8
55,001 - 65,000 -	9	90,001 -120,000 -	9
65,001 - 72,000 -	10	120,001 and over	10
72,001 - 85,000 -	11		
85,001 -105,000 -	12		
105,001 -115,000 -	13		
115,001 -130,000 -	14		
130,001 - and over	15		

Table 2

Married Filing Jointly		All Others	
If wages from **HIGHEST** paying job are—	Enter on line 7 above	If wages from **HIGHEST** paying job are—	Enter on line 7 above
$0 - $65,000	$550	$0 - $35,000	$550
65,001 - 120,000	910	35,001 - 90,000	910
120,001 - 185,000	1,020	90,001 - 165,000	1,020
185,001 - 330,000	1,200	165,001 - 370,000	1,200
330,001 and over	1,280	370,001 and over	1,280

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws, and using it in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Form **W-11**

(April 2010)

Department of the Treasury
Internal Revenue Service

Hiring Incentives to Restore Employment (HIRE) Act Employee Affidavit

▶ **Do not send this form to the IRS. Keep this form for your records.**

To be completed by new employee. Affidavit is not valid unless employee signs it.

I certify that I have been unemployed or have not worked for anyone for more than 40 hours during the 60-day period ending on the date I began employment with this employer.

Your name ______________________ Social security number ▶ ______

First date of employment ____/____/____ Name of employer ______________________

Under penalties of perjury, I declare that I have examined this affidavit and, to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature ▶ ______________________ Date ▶ ____/____/____

Instructions to the Employer

Section references are to the Internal Revenue Code.

Purpose of Form

Use Form W-11 to confirm that an employee is a qualified employee under the HIRE Act. You can use another similar statement if it contains the information above and the employee signs it under penalties of perjury.

Only employees who meet all the requirements of a qualified employee may complete this affidavit or similar statement. You cannot claim the HIRE Act benefits, including the payroll tax exemption or the new hire retention credit, unless the employee completes and signs this affidavit or similar statement under penalties of perjury and is otherwise a qualified employee.

A "qualified employee" is an employee who:

- begins employment with you after February 3, 2010, and before January 1, 2011;
- certifies by signed affidavit, or similar statement under penalties of perjury, that he or she has not been employed for more than 40 hours during the 60-day period ending on the date the employee begins employment with you;
- is not employed by you to replace another employee unless the other employee separated from employment voluntarily or for cause (including downsizing); and
- is not related to you. An employee is related to you if he or she is your child or a descendent of your child, your sibling or stepsibling, your parent or an ancestor of your parent, your stepparent, your niece or nephew, your aunt or uncle, or your in-law. An employee also is related to you if he or she is related to anyone who owns more than 50% of your outstanding stock or capital and profits interest or is your dependent or a dependent of anyone who owns more than 50% of your outstanding stock or capital and profits interest.

If you are an estate or trust, see section 51(i)(1) and section 152(d)(2) for more details.

CAUTION *Do not send this form to the IRS. Keep it with your other payroll and income tax records.*

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

(To be posted in a conspicuous place)

This employer is subject to the
Family Leave Insurance provisions of the New Jersey Temporary Disability Benefits Law.

Beginning July 1, 2009, New Jersey law will provide up to six (6) weeks of Family Leave Insurance benefits. Benefits are payable to covered employees from either the New Jersey State Plan or an approved employer-provided private plan to:

- **Bond with a child** during the first 12 months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child, or the first 12 months after the placement of the child for adoption with the covered individual.
- **Care for a family member with a serious health condition** supported by a certification provided by a health care provider. Claims may be filed for six consecutive weeks, for intermittent weeks or for 42 intermittent days during a 12 month period beginning with the first date of the claim.

  Family member means a child, spouse, domestic partner, civil union partner or parent of a covered individual.

  Child means a biological, adopted, or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than 19 years of age or is 19 years of age or older but incapable of self-care because of mental or physical impairment.

New Jersey State Plan

Employees covered under the New Jersey State Plan can obtain information pertaining to the program and an application for Family Leave Insurance benefits (Form FL-1), after June 1, 2009, by visiting the Department of Labor and Workforce Development's web site at www.nj.gov/labor, by telephoning the Division of Temporary Disability Insurance's Customer Service Section at (609) 292-7060, or by writing to the Division of Temporary Disability Insurance, PO Box 387, Trenton, NJ 08625-0387.

If an employee is receiving State Plan temporary disability benefits for pregnancy, after the child is born, the Division will mail the employee information on how to file a claim for Family Leave Insurance benefits to bond with the newborn child. If a claim is filed to have Family Leave Insurance benefits begin immediately after the employee recovers from her pregnancy-related disability, she will be paid at the same weekly benefit amount as she was paid for her pregnancy-related disability claim and no waiting period will be required.

Private Plan

An employer can elect to provide workers with Family Leave Insurance benefits coverage under a private plan approved by the Division of Temporary Disability Insurance. The Division will not approve a private plan requiring employee contributions unless a majority of the employees, covered by the private plan, have agreed to private plan coverage by written election. Employers will provide information regarding the private plan and the proper forms to claim benefits to employees covered under the private plan.

Financing of the Program

This program is financed by employee contributions. Beginning January 1, 2009, employers are authorized to deduct the contributions from employee wages for all employees covered under the State Plan. These deductions must be noted on the employee's pay envelope, paycheck or on some other form of notice. The taxable wage base for Family Leave Insurance benefits is the same as the taxable wage base for Unemployment and Temporary Disability Insurance.

Employees covered under an approved private plan will not have contributions deducted from wages for Family Leave Insurance benefits coverage unless a majority of the workers consent to contribute to the approved private plan. If employees consent to contribute to the private plan, the contributions cannot exceed those paid by workers covered under the State Plan.

Enforced by:
New Jersey Department of Labor and
Workforce Development
Division of Temporary Disability Insurance
PO Box 387
Trenton, New Jersey 08625-0387

LWD NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

PR-2 (R11-08)

Additional copies of this poster or any other required posters may be obtained free of charge by contacting the New Jersey Department of Labor and Workforce Development, Office of Constituent Relations, PO Box 110, Trenton, New Jersey 08625-0110 - (609) 777-3200 or from our website: www.nj.gov/labor.

The New Jersey Department of Labor and Workforce Development is an equal opportunity employer with equal opportunity programs. Auxiliary aids and services are available upon request to individuals with disabilities

If you need this document in Braille or large print, call (609) 292-2680. TTY users can contact this department through New Jersey Relay: 7-1-1.

SMARTSTAFF PERSONNEL

Fax: 908-508-0323

312 Springfield Avenue
Berkeley Heights, NJ 07922
Phone: 908-508-0300

WEEK ENDING SUNDAY		

I certify that these hours were worked by me during the week ending shown above, and were properly verified by an authorized representative of the Client.

EMPLOYEE NAME
Please print

EMPLOYEE SIGNATURE

Equal Opportunity Employer

		DAY SHIFT				EVENING SHIFT				NIGHT SHIFT			
	DATE	TIME STARTED	TIME FINISHED	LESS LUNCH	TOTAL HOURS	TIME STARTED	TIME FINISHED	LESS LUNCH	TOTAL HOURS	TIME STARTED	TIME FINISHED	LESS LUNCH	TOTAL HOURS
MON													
TUE													
WED													
THU													
FRI													
SAT													
SUN													

CLIENT: YOUR SIGNATURE CERTIFIES THAT DAYS SHOWN ARE CORRECT, WORK WAS DONE SATISFACTORILY, AND YOU AGREE TO THE TERMS AND CONDITIONS AT THE BOTTOM OF THIS TIME SHEET.

SUPERVISOR'S NAME
Please print

AUTHORIZED SIGNATURE
X

MINIMUM BILLING PER DAY: 4 HOURS
TOTAL HOURS IN EXCESS OF 40 ARE BILLED AT TIME AND A HALF.

COMPANY NAME

ADDRESS CITY

IS THE EMPLOYEE CONTINUING THIS ASSIGNMENT? ❑ YES ❑ NO

GRAND TOTAL			
REG. HOURS		**OVERTIME**	
HRS	MIN	HRS	MIN
TOTAL HRS. TO NEAREST QUARTER			

Instructions: Complete this time sheet, sign it and then have your supervisor sign it.
Fax the completed time sheet to 908-508-0323, give a copy to your supervisor,
keep a copy for yourself, and mail or bring the original to the SmartStaff Personnel office.

TERMS AND CONDITIONS

Client, as evidenced by the signature of its authorized representative above, in consideration for the furnishing of services by Contractor named above (hereinafter "Contractor", which references shall include subsidiaries, affiliates, agents, assignees, and employer of record) agrees to adhere to and be legally bound by the following Terms and Conditions. Contractor, or its designated agent, is the employer of all supplemental staff assigned to Client (hereinafter "Employee(s)") by Contractor. The Client certifies that the hours worked and the information listed above is correct and the services of the Employee identified above were satisfactory. Contractor will bill and Client agrees to pay for all hours worked, including overtime premiums incurred, as required by applicable Federal and/or State Law.

The Client recognizes that Contractor has an Employer/Employee relationship with temporary personnel assigned to the Client and agrees to discuss all matters concerning employment and job assignments with Contractor directly.

Client warrants that it complies with all occupational safety and health laws and regulations and agrees to provide all work site notifications, orientation and training required by law.

Client shall pay all reasonable attorney's fees and other costs and expenses of collection incurred by Contractor in enforcing this Agreement. Client acknowledges that fees for services are due net 15 days and are past due after net 30 days, and Client agrees to pay 1-1/2% per month interest for any fees that are past due. Client agrees that Contractor incurs substantial recruiting, screening, administrative and marketing expenses in connection with the Employee and further agrees to pay a conversion charge of 25% of Employee's salary, unless otherwise agreed to in writing by both parties, if Client directly or by another staffing firm, or as a consultant, or as a permanent Employee to the Client, employs Employee within 180 working days from the last day of work recorded above. Employee named above agrees to obtain written consent from Contractor prior to accepting employment directly or indirectly with Client before the expiration of the conversion period.

Client shall not allow Contractor's Employees to handle cash, negotiables, or other valuables or to be entrusted with otherwise unattended premises or authorize such Employees to operate machinery or motor vehicles without prior written permission from Client in each instance. Client acknowledges that Contractor will not cover loss or damage resulting therefrom and will indemnify and hold Contractor harmless from any such claims, including the defense thereof, arising out of the breach of the foregoing, including if Contractor is alleged to be negligent.

Contractor does not warrant or guarantee Employee's technical expertise or ability to obtain any specific results. While on assignment, Employee's work is performed solely under Clients' direction, supervision and control. Client agrees to indemnify, hold harmless and defend Contractor against any and all claims, damages, lawsuits, expenses, (including attorney's fees) and other liabilities which result in any way from the services provided by Contractor or its Employees to Client or the results obtained therefrom, or any liability arising from any change in Employee's job responsibilities without prior approval of Contractor, any violation by Client of OSHA or similar state communication and safety regulations, or from any injuries resulting from product liability or design defects of products on Client's premises or any labor violations committed by Client, including instances where Contractor is alleged to be negligent. Contractor is not responsible for liability or bond insurance claims unless Client reports such claims to Contractor in writing within ten (10) days after occurrence.