



Kenzie & Company, LLC d/b/a

# The McIntyre Group

## Corporate Staffing and Recruitment

### PLEASE PRINT CLEARLY

WEEK ENDING SUNDAY	MONTH	DAY	YEAR
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YOUR NAME

COMPANY NAME

### WHICH OFFICE SENT YOU ON THIS ASSIGNMENT?

ASSIGNMENT STATUS:     CONTINUING     COMPLETED     AVAILABLE

I CERTIFY THAT I HAVE WORKED THE HOURS LISTED ON THIS TIME RECORD AND HAVE READ AND ACCEPT THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE OF THIS TIME SHEET.

EMPLOYEE SIGNATURE

SEE TERMS AND INSTRUCTIONS ON REVERSE SIDE

63 Glover Avenue • Norwalk, CT 06850 • Tel: 203-750-1111 • Fax: 203-849-1116

### TERMS FOR MCINTYRE ASSOCIATE

- Associate agrees that she or he will not work for the Client named on the reverse side of this timesheet in any capacity, whether directly or indirectly, at any time for a period of 120 days (or 365 days if Associate is placed by McIntyre's Creative Services or I.T. Divisions) following the Associate's last date of employment by McIntyre at said Client. McIntyre retains the right to terminate an assignment at any time, and for any reason, upon notice to Associate.
- Associate agrees that should Client contact Associate independently of McIntyre during such 120 day restricted period (or 365 day restricted period for Creative Services or I.T. Divisions Associates), Associate must notify McIntyre and make any employment arrangements through and in all events subject to McIntyre's written approval.
- Associate agrees to notify McIntyre immediately at the end of each assignment and Associate further agrees that if she or he fails to do so, McIntyre may assume that Associate is not available for employment and may, therefore, be ineligible for unemployment benefits.
- Associate agrees that in the event she or he encounters any problem either with or at the Client, she or he shall refer such problem to McIntyre for consideration, and at no time, whether during Associate's employment with McIntyre or following any termination thereof, shall Associate discuss such problem directly with the Client or any of its representatives, or attempt to contact Client or any of its representatives regarding same. McIntyre alone shall have sole responsibility for determining how such problem should best be addressed and / or resolved.
- Associate understands and agrees that McIntyre reserves the right to pay Associate minimum wage if McIntyre is unable to bill their Client for total hours worked due to unsatisfactory job performance or breach of these terms. Should McIntyre elect this option, Associate may present her or his case to McIntyre at a formal review held at its place of business.
- Instructions for Completing this Time Record
  - Associate's signature must appear on all timesheets before payment can be processed.
  - Do not include lunch in total hours, report time each day to the nearest 1/4 hour.
  - Check the appropriate assignment status box each week.
  - Timesheets cannot be processed nor payment made unless they are signed by an authorized representative of the Client at which Associate worked.
  - Timesheets must be received no later than 5:00 pm on Mondays. Associate agrees that it is her or his responsibility to deliver timesheet to McIntyre by the designated time. Timesheets may be faxed for payment, but you must call to verify McIntyre's receipt and mail or deliver originals to McIntyre.
  - Use a separate time record for each week and each assignment. Keep the golden copy for your records and leave only the pink with Client supervisor and mail or present the other two copies to our office.

McIntyre is an equal opportunity employer and staffing firm © 2008 The McIntyre Group

### DEADLINE MONDAY BY 5:00 PM

ROUND DAILY TOTALS TO THE NEAREST QUARTER HOUR, .25 = 15 MIN., .50 = 30 MIN., .75 = 45 MIN.

DAY	DATE	FROM	TO	LESS LUNCH	TOTAL HOURS
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					
SATURDAY					
SUNDAY					

IF YOU HAVE ARRANGED FOR DIRECT DEPOSIT,  
YOUR PAY STUB WILL AUTOMATICALLY BE MAILED.

<b>TOTAL HOURS DO NOT INCLUDE LUNCH TIME</b>	<b>REGULAR TIME</b>
	<b>OVERTIME OVER 40 HOURS</b>

I CERTIFY THAT THE MCINTYRE ASSOCIATE NAMED ABOVE WORKED THE HOURS LISTED ON THIS TIMESHEET AND I AGREE TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE.

AUTHORIZED CLIENT SIGNATURE

DEPARTMENT

PRINT NAME

TELEPHONE NUMBER

COST CENTER

### TERMS FOR MCINTYRE CLIENT

- Client agrees to pay McIntyre's minimum billing of four hours per work day, regardless of actual hours worked by the Associate. Effective January 1, 2008 The McIntyre Group added a 2% transaction fee on all temporary staffing transactions.
- Client understands that all overtime, weekend or holiday work will be billed at the required statutory payment rates (i.e., time and a half, double time, etc.)
- Client agrees that it is engaging the Associate listed herein for a specific job function and assignment, as previously disclosed to McIntyre, and that it shall not alter such job function or assignment, or the Associate's anticipated duties, without McIntyre's prior written consent. Client agrees to notify McIntyre immediately upon the completion or termination of the Associate's assignment.
- Client acknowledges that, unless otherwise agreed to in writing, McIntyre has not undertaken any independent investigation of the Associate listed herein (including without limitation, any drug screening, credit check, criminal background), or of the Associate's qualifications or employment history, and that McIntyre expressly disclaims any responsibility therefore.
- Client acknowledges that McIntyre has expended considerable time, effort and monies recruiting, evaluating, hiring, training, administering, and retaining its Associates. Accordingly, and as further consideration to McIntyre in exchange for the services it is providing to Client, Client agrees that it or any of its companies, affiliates, entities, subsidiaries, will not employ or otherwise engage or hire the Associate named on the reverse side hereof in any capacity, whether for the same or any other job function, and whether directly or indirectly (including, without intended limitation, any hiring through another staffing firm or agency), for a period of 120 business days (or 365 days if Associate is placed by McIntyre's Creative Services or I.T. Divisions) following completion of her or his assignment. Client agrees that if it violates this restriction it will pay McIntyre, as liquidated damages and not as a penalty, a fee equal to the greater of (i) 30% of the Associate's annual salary (or implied annual salary, as the case may be), as determined by McIntyre, or (ii) \$3,000.00, and shall reimburse McIntyre for all reasonable legal fees incurred in connection with the enforcement of its rights hereunder.
- Client understands that the Associate listed on the reverse side hereof has no authority to render a professional opinion, either on her or his own or on behalf of McIntyre, or to sign her, his or McIntyre's name to any financial statement, professional opinion, tax return or other document, none of which shall be binding upon McIntyre. Client further understands that Associate has no authority to handle cash, securities, or other valuables without McIntyre's advance written consent, and that McIntyre disclaims any responsibility with respect thereto.
- Client represents to McIntyre that it is in full compliance with all laws, rules, codes and regulation applicable to its workplace, and agrees to indemnify and hold harmless McIntyre from any claims or damages asserted against it as a result of the inaccuracy of this representation.

McIntyre endorses and embraces the tenets of Total Quality Management, and we value your feedback, as well as the opportunity to answer any questions you may have regarding our Associates, our business, or our services. Please feel free to contact a McIntyre representative at any time to provide comments or to address your questions.