



ABA Search, Inc. Contractor Employee Handbook

WELCOME TO ABA

We are pleased to welcome you to the ABA team. Established in 1986, ABA has developed longstanding relationships and a strong reputation with many of the Bay Area's premier corporations. We look forward to assisting you in your current job search and with your ongoing career development. This handbook is provided to make you familiar with our policies and help prepare you for work with ABA. With you on our team, we hope to achieve excellence in the quality we deliver to our clients and in the services we provide to you.

As an ABA Employee

ABA is your employer while you are on assignment with one of our client firms or corporations. This relationship is important to remember if you have any questions or problems regarding your job. Please talk to us first, not the client, so we can help find a solution that is agreeable to everyone involved. Some typical situations requiring you to call ABA immediately include:

- Illness or tardiness
- Job description changes
- Change in assignment hours
- Inadequate supervision or support
- Job interviews
- An offer of employment
- An extension to the length of your assignment
- Any question or concern that you have about your schedule, hours or work environment

Please do not hesitate to call or email us to request or share any information. Open communication is critical to our mutual success as we make sure that your needs and those of our clients continue to be met. Voicemail and email are available at ABA 24 hours a day, so there is no excuse not to stay in contact. You cannot over-communicate with us!

Our phone number is (650-349-9200). Please memorize it!

We appreciate your keeping us up to date throughout your job assignment. Checkin:

- At the end of your first day of work
- In the middle of your assignment
- On the last day of your originally scheduled assignment (You must always inform us immediately if your job is extended.)

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Just as you expect high quality service from us, we have high expectations of you. It is also important to remember that the professionals we do business with have high performance standards for the individuals working in their office--contract employees included. Please make a commitment to the following ABA standards of conduct:

- Be on time every day
- Complete your **entire** assignment
- Respect the client, the work environment, and the client's policies
- When you complete the work you are given, promptly let your supervisor know you are ready for the next assignment
- Dress appropriately for the client's environment. When in doubt, ask us what is acceptable.
- Client confidentiality is essential in the contract environment. Please use professional discretion.
- If you are a non-exempt employee, make sure that you take all required meal breaks and rest periods. Be sure and arrange all of your breaks with your client supervisor in advance.
- Never use client telephones or your cell phone for personal calls without permission. If permitted, call only on your break.
- If you are injured at work, call ABA immediately.

Professional conduct is appreciated and expected, and is a condition of your employment with ABA. Inappropriate behavior or careless work affects you, our clients, and us.

At Will Employment

All of ABA's employees are "at will." Thus, both the employee and ABA share the right to terminate employment at any time, with or without cause, with or without notice, for any reason or no reason. In addition, ABA may warn, reassign, suspend or discharge any employee at any time. No one in the firm has the authority to change this "at will" employment arrangement except by a written document stating such change, signed by ABA's CEO and/or President.

Trade Secrets and Confidential Information

The protection of confidential information and trade secrets of this firm and those of its clients and candidates is essential. The client may require contracted employees to sign the client's own confidentiality, nondisclosure or proprietary information agreement.



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During and after employment with ABA, an employee may not use these trade secrets or confidential information outside his/her duties at this firm, nor may he/she discuss such information with any person not employed by our firm, apart from what is necessary for his/her work at ABA or for the client, without prior written authority from ABA's CEO and/or President. Theft, misuse, and/or unauthorized destruction or disclosure, of ABA's or the client's trade secrets can result in ABA employees being terminated, being personally liable for civil damages, and/or being convicted of a crime under State and Federal law.

ABA's trade secret and proprietary information and relationships, includes but is not limited to the following information, which already exists and will come into existence at any time while Employee is its employee, *even if such information or relationship has been, or will be, developed or obtained by Employee*:

1. ABA's past, current, and future employer-clients, including but not limited to their names, addresses, and telephone numbers, their business and personnel needs and plans, ABA's fee rates and terms, operations, the payment practices and history of such ABA clients, and the names, addresses and preferences of ABA's contact individuals and hiring authorities at those employers;
2. All information about ABA's or the client's past, current and future employees, including but not limited to, their names, addresses, work history, duties, and compensation;
3. ABA's or the client's training materials and methods, forms and policies, including employee handbooks, and pay rates to its employees, temps and contractor consultants;
4. Any other trade secrets, needs, and confidential information and plans of ABA or its employer-clients.

When using or discarding any of the information described in paragraphs 1-4 above, Employee will do so in a manner that cannot be used by others who would not have authority to know or use such information.

During and after his/her employment at ABA, except when such activity would be for the direct benefit of ABA, Employee will not directly, or indirectly through others, use or disclose ABA's trade secrets (a) to solicit or do any business with any individuals, clients or other entities; (b) to discourage any past, current or future job candidate, temp or contractor consultant, or employer-client (or hiring authority) from doing business with ABA; or (c) to hire, or cause to be hired, any of ABA's employees, temps or contractor consultants.



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Upon any termination of his/her employment with ABA, Employee agrees to return immediately, to ABA, the originals, as well as all written and electronic copies, of all information, trade secrets (including but not limited to the trade secrets described in this Agreement), and equipment that he/she obtained from ABA.

If an employee violates any of the terms of these trade secret provisions during or after employment with ABA, Employee understands that he/she will be subject to disciplinary action, up to and including immediate termination if employed by ABA at the time, and possible substantial legal and criminal liability, whether or not still employed by ABA. ABA's trade secrets and property are protected under California criminal and civil statutory law, including but not limited to California Penal Code §499c, the Uniform Trade Secrets Act, Civil Code §3426, and Business & Professions Code §16607.

Employee warrants that he/she did not have any trade secret agreement with his/her prior employer, which has not been shown to ABA, and he/she has not taken and will not use any proprietary or trade secret documents, software, or other information received from any prior employer.

Nothing in this policy, or any other policy in this handbook, is intended or should be interpreted as inhibiting employees' rights to improve the terms and conditions of their employment under Section 7 of the National Labor Relations Act.

Policy on Voicemail, Work Areas, Computer Files, Email and Internet Use

The voicemail, work areas, computer files, email, Internet facilities and other technical resources at the client's site are the property of ABA's clients and should be reviewed, monitored, and used for business purposes only as instructed by the client. Employees should have no expectation that any such information is private, even if the information is password-protected or has been deleted. As a result, computer data, voice mail messages, and e-mail transmissions are readily available to numerous persons. If during the course of your assignment with an ABA client, you perform or transmit work on a client's computer systems or other technical resources, your work may be subject to the investigation, search, and review of others. In addition, any electronically stored communications that you either send to or receive from others may be retrieved and reviewed. Any inappropriate or unauthorized use of the client's facilities, property, or equipment, is grounds for termination.

Outside Employment

No employee is allowed to have other employment that interferes with their ability to fully perform their duties for ABA or the client.



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Working Together

If we work together as a team, we believe we will develop a mutually satisfying and productive relationship. Factors such as your hard work, cooperation, commitment, and flexibility are used to determine your eligibility to receive bonuses, more assignments, a good reference, and/or new opportunities. We keep track of all comments we receive about your performance and use them to make future placement decisions.

But just as we gather feedback **about** you, we want to get feedback **from** you. Please give us your thoughts about job assignments, ABA procedures, and our services. Information you share with us is the best resource we have for making improvements at ABA.

ABA PAYROLL PROCEDURES

In order to receive accurate payment for your time and services, you must enter your hours in our ABA Portal. For payroll purposes, ABA's workweek begins at 12:01 am each Monday and ends at Midnight the following Sunday. Paychecks are issued each Friday for the work completed in the prior workweek. It is your responsibility to adhere to the following guidelines.

Timesheets

Timesheets representing work in the previous week must be received by 10:00 AM each Monday. If Monday is a holiday, timesheets are due to ABA by 10:00 AM on Tuesday.

Paychecks

Paychecks are available after 8:00 a.m. on Friday. You may have your paycheck held at ABA's office for pickup, mailed to you or transmitted by direct deposit if you have completed a Direct Deposit Authorization form.

Rate of Pay

At ABA, we pay the highest possible wages to our employees as determined by each individual job assignment. Your individual pay rate is based on the skills and experience required to perform an assignment, the level of responsibility, and the length of time you have worked on that assignment.



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Overtime

You must receive prior authorization from ABA for any overtime work you are asked to perform. If overtime work is requested by our client and authorized by ABA, your pay will be calculated according to applicable labor laws. Details are summarized on the timecard. If you have any questions about calculating overtime, please call us.

Non-Exempt Employees only: Meal Breaks and Rest Periods

ABA will notify you when you start whether you are classified as a nonexempt employee for overtime and break purposes. All nonexempt employees are entitled to and required to take one 10-minute rest period *for every four hours of work* (or major fraction thereof, which is defined as any amount of time over two hours). Also, all nonexempt employees must take an uninterrupted unpaid meal break of at least 30 minutes if they work more than five hours in a workday. If your total work period for the day is more than five hours but no more than six hours in a day, you may waive the meal period if you and your supervisor agree in writing to do so in advance. You must record all meal breaks and rest periods on your time card.

ABA TIMESHEETS

1. As a new hire, you will be sent a link to create a user name and password to ABA's ATS
2. Link for your log-in page: <https://abasearch.bbo.bullhornstaffing.com/Login/>
3. Enter your hours for the week prior, noting time in/time out and submit
4. We STRONGLY recommend that when "anyone" finishes an active session with Bullhorn ATS or BBO, they log out using the appropriate icon (either a door with an arrow, or the words Log Out, depending on your view). This prevents cached sessions that will accumulate and eventually slow down their browser
5. Please contact ABA for assistance if any issues arise

Remember...

Please notify ABA promptly of any change to your telephone number or address. Complete a new W4 tax form at ABA any time there are changes to your tax status, marital status, address, or name.

ABA will send your client supervisor an Evaluation Card on a routine basis. Ask him or her to complete it confidentially and provide ABA with feedback on your performance. Your qualification for an Excellence Bonus is based on these evaluation cards (see Excellence Bonus for details).

From time to time ABA will also send out candidate/employee surveys. Your feedback will help us do a better job for you.



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ABA BONUS & BENEFIT PLAN

Birthday Pay

As a special bonus for our long term candidates, ABA will pay time and a half for any work you do for ABA on your birthday. You must complete 480 hours before your birthday to qualify.

Holiday Bonus

ABA is pleased to provide paid holidays to qualifying employees. Recognized holidays are Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas or New Year's Day. Employees will be awarded half a day's pay at their current pay rate. To receive the bonus, you must work at least 440 hours in the 13-week period prior to the holiday and work your last scheduled day before and your first scheduled day after that holiday. This bonus will be automatically awarded to those employees who qualify.

Excellence Bonus

ABA will routinely provide evaluation forms to your client supervisor. We will review the completed evaluations on a quarterly basis and pay a \$100 cash Excellence Bonus if you receive three "excellent" evaluations after working at least 300 hours with ABA in that quarter. Excellence bonuses will be calculated and awarded at the end of each quarter. You are eligible for one bonus per quarter.

Referral Bonus

ABA appreciates you referring other qualified applicants to us. We will pay a \$100 Referral Bonus to active ABA employees who refer another applicant if that person completes at least 100 hours on a contract assignment for ABA within 6 months of the referral. For current ABA employees who refer more than three individuals that meet the criteria above, we'll increase our Referral Bonus to \$150 for each subsequent, qualified referral.

We will pay \$250 if the referral is placed by ABA in a full-time position and completes the agreed upon guarantee period (usually 90 working days).

For those individuals referring an attorney or engineer who is placed in a full-time position by ABA, we will pay a bonus of \$500 after the individual completes his or her guarantee period.



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To receive the bonus, it is your responsibility to notify ABA approximately when the person you referred starts work or has accepted a full-time position.

Client Referral Bonus

Any time you refer a new client to ABA and that company receives at least 80 hours of billable service from ABA, you will be paid a cash bonus of \$100. Please notify us when you refer a client company so that we can track its activity. One bonus will be paid per new client. You will receive your bonus as soon as ABA receives payment from the client.

Employee of the Month

Each month, one or more contract employees will be selected and recognized by ABA staff for outstanding contributions.

Payroll Services employees are not eligible for excellence bonuses, birthday pay, or longevity bonuses unless otherwise notified.

Paid Sick Leave

ABA embraces state and local paid sick leave laws, and is proud to offer paid sick leave benefits to all eligible employees.

ABA employees accrue sick leave at a rate of 1 hour for every 30 hours worked starting on the first day of employment. They may begin using paid sick leave on the 90th day of employment. Accrued Paid Sick Leave may be carried forward to the following year up to a maximum “cap” of 72 hours. Paid Sick Leave is not paid out at termination.

Paid Sick Leave may be used for the employee, or the employee’s family members, for the diagnosis, care, or treatment of an existing health condition or preventive care, or for an employee who is a victim of violence, sexual assault or stalking. For purposes of this policy, “family member” includes an employee’s parent, child, spouse, registered domestic partner, grandparent, grandchild, or sibling.

Medical Benefits

ABA is leading the way in offering high quality, affordable healthcare coverage to our contract employees. To qualify you must:

1. Work an average of at least 30 hours per week
2. Complete 30 calendar days with ABA



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After the above requirements have been met, effective the first day of the following month, ABA will cover 50% of the individual on either our HMO Benefits Plan or our PPO Benefits Plan.

In conjunction with our health plans, ABA will open an FSA (Flexible Spending Account) in your name, into which you are eligible to make contributions on a pre-tax basis. Additionally, ABA will pay to maintain the account for as long as you are employed with us.

For more information on these benefits, please request the summary plan descriptions from management.

*Upon termination of employment, your balance of health insurance will be deducted from your last check

Direct Deposit

ABA is happy to offer Direct Deposit to our contract employees. If you are eligible for, and choose to take advantage of this service, your weekly compensation will be deposited directly into your account, and available to you on Friday. Please note that in order to ensure timely deposit, you must submit your approved timesheet(s) to ABA by the stated deadline each week. Failure to submit your timesheet by the deadline will delay the deposit.

Credit Union

ABA offers membership in one of the largest credit unions in the State. It includes free checking, interest paying checking, ATMs, loans, credit cards, discount purchasing, and a variety of other services. Please contact us for more information.

Severance

ABA does not pay severance at termination,

Except as expressly provided in this handbook, ABA does not offer benefits to contract employees.

ALL BENEFITS ARE GRANTED AND ELIGIBILITY IS DETERMINED AT THE DISCRETION OF ABA.
BENEFITS MAY BE CHANGED AT ANY TIME WITHOUT NOTICE.



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ABA SAFETY POLICY

ABA carries worker's compensation insurance and is dedicated to providing the safest possible working conditions for our contract employees. If you are injured on the job, you must contact ABA immediately and inform us of the injury to ensure that you receive appropriate and timely care.

Because ABA typically does not supervise the environment or the work at our client's locations, it is necessary that you make yourself aware of safety requirements and emergency procedures at any job site where you work. Please keep the following guidelines in mind:

- Ask your client supervisor about their safety requirements and emergency procedures (fire, earthquake, etc.).
- If you are asked to perform any activity outside of those described in your original job description, call ABA immediately.
- If you are asked to operate any machinery other than normal office equipment, call ABA first.
- If you become aware of any potentially hazardous conditions on the job, call ABA immediately.
- If you have any questions about safety or emergency procedures, please call ABA.

Equal Employment Practices

ABA is an equal opportunity employer and makes employment decisions on the basis of merit. In accordance with applicable law, ABA prohibits discrimination based on race, color, gender, religion, creed, sex, pregnancy, marital status, age, national origin or ancestry, physical or mental disability, medical condition, veteran status, sexual orientation or any other status protected by federal, state or local laws. All such discrimination is unlawful.

To comply with applicable laws ensuring equal employment opportunities to individuals with disabilities, ABA will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the President and/or CEO to request such an accommodation. The individual with the disability should specify in writing what accommodation he or she needs to perform the job. ABA will then engage in an interactive dialog with the applicant/employee to identify reasonable accommodations, if any, that will help to eliminate the limitation or barrier.

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Sexual and Other Unlawful Harassment or Discrimination

As your employer, ABA wants to ensure your safety and well-being in the workplace, and therefore will take reasonable steps to prevent discrimination or harassment from occurring. ABA's policy prohibits harassment or discrimination of employees, applicants, and persons providing services pursuant to contract.

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes many other forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. Sexual harassment also can occur when the harasser is not attracted to the person harassed.

The following is a partial list of inappropriate behavior:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct: e.g., leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters
- Verbal conduct: making or using derogatory comments, epithets, slurs and jokes
- Physical conduct: touching, assault, impeding or blocking movements

ABA employees must contact ABA immediately they believe they have been subjected to discrimination or harassment of any kind. ABA will take immediate and appropriate action to stop any harassment or discrimination and to ameliorate any effects of the harassment or discrimination.



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EMPLOYEE ACKNOWLEDGMENT (Employer Copy)

I acknowledge that I have been provided with a copy of ABA's Contractor Employee Handbook revised effective _____. I understand that this handbook supersedes and replaces past policies, as well as any inconsistent policies or practices. I understand that the handbook is meant to familiarize me with ABA's policies, but it cannot and does not address every situation that may arise. I acknowledge that ABA retains sole and complete discretion to change any of its policies, benefits, practices or other terms and conditions of employment, from time to time with the exception of the employment-at-will policy, which is contractual and binding on ABA and me.

I also understand and agree that the employment relationship is at will and may be terminated by ABA or me, at any time, either with or without cause and with or without notice. I recognize that no representative of ABA, other than a the CEO or President, has the authority to enter into any express or implied contract of employment for a specific period of time or to restrict in any way my right or ABA's right to terminate the employment relationship at will. The President or CEO can enter into such an agreement only if it is in a written document signed both by the officer and by me. This is a final and fully binding integrated agreement with respect to the at-will nature of the employment relationship.

Signed: _____

Date: _____



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Date: _____