

# ABA SEARCH & STAFFING

## INTERACTIVE and FAXABLE TIMECARD



Please fax completed and approved timecards to 415-434-3958 or payroll@abastaff.com

EMPLOYEE NAME	WEEK ENDING SUNDAY / /
Phone number where we can reach you at the company site	EMPLOYEE ID NUMBER XXX - XX - ____
CLIENT NAME	DEPARTMENT
REPORT TO	TITLE

CLIENT ADDRESS							
Street Address		City		State		Zip	

DAY	MONTH / DAY	START TIME*	FINISH TIME*	MINUS LUNCH	REGULAR TOTAL	OVERTIME TOTAL	DOUBLE- TIME TOTAL
MON	/						
TUE	/						
WED	/						
THU	/						
FRI	/						
SAT	/						
SUN	/						

*Please record actual start and end times				<b>TOTAL HOURS:</b>			
<b>Is this assignment completed?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> I have been extended				<b>Do you want us to MAIL, HOLD or DEPOSIT your paycheck?</b> <input type="checkbox"/> Mail <input type="checkbox"/> Hold at 33 New Montgomery Street, #800, SF <input type="checkbox"/> Direct Deposit (select only if you have been approved by ABA)			

We verify that all hours are correct. Client approval includes acceptance of the terms and conditions listed below.

**NOTE:** Timecards cannot be processed without client's approval. Be sure to obtain approval to ensure complete and full payment of wages.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name Signed Above

(Please call 415-434-4222 to confirm receipt or if you have any questions.)

### ABA TERMS & CONDITIONS

As an authorized representative of the client company (Client), the individual signing this time sheet verifies and warrants that the hours worked as indicated are correct and that work was performed in a satisfactory manner. For the services of the ABA Staffing, Inc. (ABA) employee whose name appears on this timesheet, ABA will invoice Client at the hourly rate quoted. Overtime and double-time, if any, will be paid according to California State law and billed at one and one half times the hourly rate and double the hourly rate, respectively. A 4-hour minimum will be billed per employee per day. The ABA employee is assigned to Client under the following terms and conditions:

- The person assigned is an employee of ABA and shall not be deemed to be a Client employee. ABA warrants that its employees are covered by workers' compensation insurance and ABA assumes responsibility to pay all applicable Federal, State, and Local withholding taxes, Social Security, State Disability Insurance and all other like charges including limited employee benefits.
- Supervision of ABA employee, and his/her work for Client, is Client's responsibility, and Client shall be responsible to provide a safe, harassment-free and discrimination-free workplace, and provide any necessary and appropriate equipment and safety training for that equipment. Client is to immediately report to ABA any violations of these provisions, as well as report any injuries or complaints by ABA Employee. Client shall defend, and indemnify and hold ABA harmless from any and all claims that may arise as a result of Client's actual or alleged breach of these provisions. The prevailing party in any dispute over the applicability or breach of this paragraph will be entitled to its reasonable attorney's fees incurred in such dispute. Proper venue for any action based on a contract entered into in California will be San Francisco City and County.
- ABA guarantees Client satisfaction with ABA employees' services by providing a two-day guarantee period for each new employee assigned. If for any reason Client is dissatisfied with the employee assigned and Client so informs ABA before the end of the first 2 days, ABA will not charge Client for the unsatisfactory work, up to a maximum of the first sixteen hours worked. ABA's guarantee does not cover any overtime work.
- ABA compensates assigned employees on a weekly basis and invoices weekly for the total hours worked. Because ABA invoices reflect payroll we have already paid, our invoices are due upon receipt. Unpaid invoices are subject to a service charge of 1.5% per month (18% per year). Each invoice is a distinct contract, severable from any other.
- Client further understands that ABA Staffing, Inc. is an employment agency and temporary and contract employees represent our inventory of skilled professionals as a result of substantial expense in terms of time and money spent for advertising, screening, testing, referencing, and training of such personnel. In the event Client wishes ABA employees converted to Client's employ, Client agrees to contact ABA regarding ABA policy before the conversion, and Client agrees to pay a conversion fee equal to ABA's full-time placement fee up to 30% of the annual salary. The conversion fee applies if, within one year of the last day of the employee's assignment with Client, Client hires an ABA employee assigned to Client, regardless of employment classification, on either a regular or temporary basis (including temporary assignments through another source), or employed directly on a consulting basis, or as a contract employee. Client agrees to pay the same conversion fee if the employee assigned is hired by a subsidiary or related company as a result of Client's referral of the ABA employee to that company.
- In the event Client fails to pay ABA's fees and/or charges when due (whether for temporary services or contract services or conversion fees) Client agrees to pay all collection costs and if litigation is commenced, Client agrees to pay ABA all litigation costs plus reasonable attorney's fees.
- Client will not entrust ABA employees with the handling of cash, negotiable instruments or other valuables without prior written consent of ABA, and then only when the employee's specific duties necessitate such activities. Client agrees that ABA will not be responsible for claims made under ABA's fidelity bond unless such claims are made in writing to ABA within ten (10) working days after discovery.
- Client hereby warrants that Client is in full compliance with all laws, rules and regulations of duly constituted governmental bodies concerning ABA employees or any other employees, and that ABA employees will be provided rest periods and meal breaks in accordance with the law.