

# **CUSHING BICKSLER VAN LIERE'S EMPLOYEE AGREEMENT CONCERNING TERMS OF EMPLOYMENT, CONFIDENTIALITY AND CONFLICT OF INTEREST**

## **TERMS OF EMPLOYMENT:**

By the terms of this Agreement, you give Cushing Bicksler Van Liere (hereinafter "CBV") authorization to contact all former employers and persons given as a reference to verify information given in connection with this application. For any contract or temporary assignment on which you are referred by CBV, your employment status is that of an employee of CBV. All employment is at will and may be terminated without reason or notice of any kind. Employment lengths, when described, are estimates only. You agree to remain an employee of CBV for the length of each assignment. Any direct employment by CBV's client may occur only with the approval of CBV and the payment of any appropriate charges by the interested client. Transfer to freelance, individual contract, house temporary status, or to the payroll of another staffing company is specifically precluded unless CBV and the interested client have a written agreement formally arranging to do so. You agree to notify CBV of any changes in the conditions that affect your assignment, including but not limited to, immediate notification of each absence, significant changes in hours or job duties, and offers of other employment by CBV's client during or within one year after the assignment has concluded. You agree that during or within one year following an assignment with, or an introduction to, a CBV client, you will not accept an offer of employment from said client without having received prior written permission to do so from CBV.

Please note that CBV is committed to a respectful work environment. CBV does not tolerate workplace sexual harassment of our employees. You agree to report any incidents or situations in your workplace which make you feel uncomfortable to CBV immediately, in confidence, to allow CBV to investigate and determine an appropriate response.

## **CONFIDENTIALITY:**

Our clients (referred to herein as "firms") and their employees have access to privileged and confidential information and files. They have an obligation to keep this information strictly confidential. This obligation extends to persons employed by CBV on temporary or contract assignments and continues even after the termination of the assignment.

Any information obtained about the firm's clients during the course of a temporary or contract assignment should be treated with the utmost confidentiality. Information regarding case strategy, staffing levels, computerization of case documents, and the use of other vendors or consultants must also be considered confidential. You agree to follow these general guidelines regarding confidential information. The following guidelines are representative only and not all-inclusive. They should not be considered a complete description of every situation which may arise regarding confidential information:

## **CBV'S EMPLOYMENT AGREEMENT - PAGE 2**

**\*\* The firm's client documents should not be left where they can be viewed by unauthorized personnel.**

**\*\* Confidential information should not be discussed in open areas, such as reception, restrooms, elevators, the lobby of a building, or in a public area.**

**\*\* Confidential information about the firm's clients should not be discussed with others in the firm who do not have a legitimate need to know, or with persons outside the firm such as relatives or friends.**

**\*\* Information should be communicated to only those who do have a legitimate need to know, such as attorneys, paralegals or support staff working on the particular case in question.**

### **CONFLICTS OF INTEREST:**

**The California Rules of Professional Conduct state that attorneys shall not provide services to opposing parties on the same matter. This obligation also extends to other personnel supporting those attorneys who have substantive knowledge of the matter in question. CBV will not knowingly assign one of its employees to matters where a conflict may arise, however, due to the confidential nature of our client's matters, CBV will often not know the name of a case that you may be assigned to work upon. Therefore, you must inform us of any conflict of interest or potential conflict of interest on any assignment for CBV. If you discover a conflict after an assignment begins, you must immediately inform us and your managing attorney or paralegal within the client's office.**

**ACKNOWLEDGMENT**

**I have read and understood the foregoing policies, terms and practices and agree to adhere to them.**

**Dated:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**PLEASE MAIL ALL COMPLETED SIGN-UP FORMS TO:**

**CBV**

**ATTN: DIANA BICKSLER**

**2121 N. California Blvd. Ste. 290**

**Walnut Creek, CA 94526**