

Coleman & Partners Architects, A.I.A.

Employee Handbook

Updated September 12, 2006

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INTRODUCTION

Welcome to Coleman & Partners - Our employees are the backbone of the firm's operation, and a major key to its success and reputation in the marketplace. This Employee Handbook is designed to provide you with an understanding of our personnel policies and procedures. You are encouraged to check with a partner for specific information not covered in the Employee Handbook.

If this Handbook contains anything that disagrees with policy statements, legal documents, or state and federal laws, those formal documents and/or laws are the ones we have to follow in the administration of our programs.

We hope that your employment tenure will be mutually rewarding and long-term. The Employee Handbook does not constitute a contract of employment for any specific duration, and the employee or C&P may terminate this relationship at any time.

C&P retains the right to modify, alter, or delete policies without advance notice to employees. All decisions shall be final with regard to company policy.

EMPLOYMENT PRACTICES

Policy Statement - The job performance and personal conduct of each employee reflects directly and indirectly upon the reputation of C&P. Therefore, it is important that each member of the staff adhere to established policies and ethical behavior at all times. In addition to the practice of sound judgment and conscientious discharge of duties, the following rules are set forth to maintain the firms' standards. These rules are examples of some rules and are meant to set the tone & demeanor of the firm.

Violation of these rules will lead to disciplinary action, based upon the circumstances of the individual case. Disciplinary action may include verbal warnings, written warnings, probation, suspension, or discharge, depending upon the severity and the nature of the infraction and your individual work record. A partner will be able to discuss these steps in detail with you and to offer counseling and assistance should the need arise.

The following work rules/practices are examples of behavior that will not be tolerated:

- Failure to comply with any rules and regulations established by C&P including, but not limited to, policies covered in this employee manual.
- Being under the influence of alcohol or illegal drugs on company property or when acting as an agent for the company; or the illegal use, possession, or sale of drugs or narcotics on company property.
- Fighting on company premises, threatening bodily harm to others while on company property or any other act that may interfere with the safe and efficient operation of the firm.
- Unexcused absence or tardiness, excessive absence or tardiness unauthorized absence from your work area during the business day, interfering with the work of others, sleeping or any other nonproductive behavior.
- Having in one's possession, without proper authority, property of C&P, a customer, or another employee.
- Dishonesty: Unauthorized use of company funds, falsifying reports, company or client records, and falsifying time records.
- Willful or careless destruction of or damage to material or equipment owned by C&P, another employee, or a client.

- Unauthorized personal work, or having personal work done on the premises, using company property for personal use, or any unauthorized operation of company equipment.
- Refusal or inability, to maintain satisfactory job performance, including output or quality of work.
- Insubordination; refusal to do assigned work; refusal to accept transfer; failure to carry out reasonable orders; use of obscene, vulgar language or gestures; or disrespectful behavior towards a partner, staff or client.
- Possession of firearms or any weapons on company premises.
- Unauthorized use of company and client records, including dissemination of confidential information.
- Any conduct contrary to common decency or morality or liable to incite, provoke, or discriminate against anyone because of race, color, sex, age, religion, or national origin.
- Failure to comply with safety procedures. Employees must report all accidents, injuries, and hazardous conditions or practices immediately to a partner.

Equal Opportunity Policy - Applicants to and employees of C&P are protected under the following Federal laws.

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that so not impose undue hardship.

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

In addition to sex discrimination by Title VII of the Civil Rights Act (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal Laws.

Sexual Harassment - C&P does not tolerate workplace sexual harassment. Sexual harassment violates an individual's fundamental rights and personal dignity; it also undermines the firm's deep commitment to the primacy of a reward system based purely on merit, intellectual excellence, and job performance. C&P considers sexual harassment in all forms to be a serious offense. The purpose of this policy is to define sexual harassment, provide procedures for the investigation of sexual harassment claims, and ensure that violations are remedied fully.

Unwanted sexual attention of a persistent or offensive nature made by a person, who knows or reasonably should know, that such attention is unwanted. Sexual harassment includes sexually oriented conduct that is sufficiently pervasive or severe, that it unreasonably interferes with an employee's job performance or creates an intimidating, hostile, or offensive working environment.

While sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include:

- Promising, directly or indirectly, an employee a reward, if the employee complies with a sexually oriented request;
- Threatening, directly or indirectly, to retaliate against an employee, if the employee refuses to comply with a sexually oriented request;
- Denying, directly or indirectly, an employee an employment-related opportunity, if the employee refuses to comply with a sexually oriented request;
- Engaging in sexually suggestive language, physical contact or touching another employee in a way that is unwelcome;
- Displaying, storing, or transmitting pornographic or sexually oriented materials using Employer equipment or facilities.
- Engaging in indecent exposure; or

- Making sexual or romantic advances toward an employee and persisting despite the employee's rejection of advances.

Sexual harassment can be physical or psychological in nature. An aggregation of series of incidents can constitute sexual harassment, even if one of the incidents considered on its own would not be harassing.

Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on Employer premises and whether or not the incidents occur during working hours.

Sexual harassment can involve males or females being harassed by member of either sex. Although sexual harassment typically involves a person in a greater position of authority as the harasser, individuals in positions of lesser or equal authority also can be found responsible for engaging in prohibited harassment.

Consensual sexual or romantic relationships between employees are deemed unwise and are strongly discouraged if one employee has supervisory authority over the other employee.

Any employee who believes that he or she is being sexually harassed should report the incident(s) to a partner. Each case will be promptly and confidentially investigated to determine whether sexual harassment occurred. All investigations will be designed to protect the privacy of all parties concerned. Allegations substantiated will result in disciplinary actions against the employee engaged in the harassment. Likewise, false accusations may result in disciplinary action.

Standards of Business Conduct - C&P is a professional service organization. Employees have access too highly confidential and proprietary information of the firm and the clients it serves. The unauthorized disclosure of such information would have an adverse impact on the integrity of the firm and our client relationships. Such improper disclosures could expose C&P and the disclosing employee to legal liability. No employee of C&P should disclose any information pertaining business transactions to a third party without prior partner approval. In addition, no employee should disclose any information that would likely be harmful to C&P or helpful to its competitors.

Office Hours - The regular “work week” consists of 40 hours beginning at 12:01am, Saturday and ends at 12:00pm the following Friday. On regular workdays, Monday through Thursday office hours are officially between 7:30am and 5:30pm and on Friday office hours are 8:00am to 12:00 noon. Employees have 1 hour, between 12:00pm & 1:00pm, for lunch. **Employees are expected to arrive and be working by 7:30am Monday thru Thursday and by 8:am on Friday..** Any exceptions to standard work hours require partner approval.

Late Policy - No one intends to be late for work, however there are times when “personal emergencies” arise that impede our timeliness. If this occurs, call the office as soon as possible. “Personal emergency” includes, but is not limited to, car trouble, accidents, medical problems, or family emergencies. Personal emergencies should be kept to a minimum and may be investigated by a partner when necessary. Habitual tardiness is grounds for disciplinary action or termination

This policy is created for your co-workers. Being on time for work is essential to a good working relationship and keeps moral at its best. If you are going to be late, please call!

Hire Date - An employee's initial hire date is used to establish length of service.

Continuous Service – A period of uninterrupted employment, since the initial hire date, as a full-time employee. Authorized leave of absence, vacation, sick leave, and family leave do not interrupt continuous service.

Probationary Status Policy

Probation (New Hire) - For all *full-time* employees, the first 90 days of employment are a probationary period. During this period, C&P or the employee may terminate employment for any reason.

Probation (Discipline) - A period of time, not to exceed 90 days, may be imposed as a disciplinary measure. During this time, the employee’s performance will be reviewed periodically and continued employment will be based upon satisfactory completion of this period.

Employee Classifications –

- Full-time: An employee who works at least 40 hours per week on a regular basis. Full-time employees are entitled to all benefits described in this manual, unless otherwise stated.
- Part-time: An employee who works less than 40 hours per week on a regular basis. Part-time employees are not entitled to the benefits described in this manual, unless otherwise specified and approved by a partner.

Employment Records - Personnel records are maintained on all employees as required by current employment laws. These records are strictly confidential. C&P does not divulge any information contained in personnel files, without written employee permission or access is required by legal process. This includes, but is not limited to:

- a. Full Name
- b. Address
- c. Telephone Number
- d. Marital Status
- e. Salaries or other Compensations
- f. Evaluations

Personal Information Changes - You are responsible for notifying the Accounting Department of any change in name, address, telephone number, marital or dependent status, beneficiary, etc. Failure to report such changes may result in loss of benefits for you and your dependents.

Smoking Policy – C&P recognizes that tobacco smoke is an established health hazard. In effort to consider the needs and concerns of smokers and nonsmokers alike, and to provide a healthful working environment for every employee, smoking is prohibited in the building.

Drug/Alcohol Policy - C&P is responsible for maintaining a safe, healthy, and efficient working environment for its employees. Being under the influence of any drugs or alcohol on the job may pose a serious safety and health risk, not only to the user, but also to fellow employees. The possession, use, or sale of an illegal drug or alcohol in the workplace also poses unacceptable risks for safe, healthful and efficient operations. With these basic objectives in mind, the company has established the following policy with regard to the use, possession, or sale of alcohol or drugs. (This policy applies to all employees, without exception.)

Alcohol: Being under the influence or consuming alcohol while performing company business or while in a company facility is prohibited, unless permitted by a partner.

Legal Drugs: Employees who feel or have been informed that the use of a legal drug may present a safety risk are to report usage to a partner. A determination shall be made with regard to job-related consequences.

Illegal Drugs: The use, sale, purchase, transfers, possession, or being under the influence of an illegal drug by an employee while in a company facility or while performing company business is prohibited.

Violation of this policy can result in disciplinary action or termination.

Housekeeping – C&P is not responsible for the safety of personal items such as wallets, purses, backpacks, etc.

Dress, Grooming, and Personal Hygiene - Many clients and potential clients visit C&P on a regular basis. It is important that employees maintain their appearance, including clothing, grooming, and personal hygiene, in a manner consistent with accepted business standards and with their position within the firm.

Appropriate attire for men working in an office environment will generally be a business attire – dress slacks, dress shirt with a collar and necktie (optional), and socks. Appropriate attire for women will generally be a business suit, skirt and blouse, slacks and blouse, or dress, and socks or hose. Clothes designed primarily for sports and leisure activities and clothes that are informal are not appropriate except on those days approved by the partners or when medically necessary as directed by a physician.

Examples of attire that is not acceptable at any time include:

- Clothes that are stained, torn, grayed, unlaundered, and/or unpressed;
- Shoes that are stained, torn, frayed and/or unpolished; tennis shoes;
- Garments that are inappropriately tight, short, revealing and/or form fitting;
- Beachwear, including beach-type sandals;
- Collarless shirts, tee-shirts, tank tops without a covering garment such as a shirt, blouse, or sweater;
- Transparent outer garments worn without appropriate undergarments

- Clothes that reveals a bare midriff
- Denim jean outfits, jackets, etc.

The Partners are responsible for ensuring compliance with the dress code and have the authority to determine whether the appearance of each employee meets firm standards. In situations where an employee's appearance is not appropriate, a partner will counsel the individual indicating areas for improvement. If circumstances warrant, an employee may be sent home, without pay, to correct an unacceptable appearance and may be subject to disciplinary action for repeated offenses.

Telephone Policy – The phone is answered on the first ring whenever possible but on no more than the third ring. All callers are greeted with: "Good Morning" or "Good Afternoon, Coleman & Partners." If the person who the call is for is not available, ask to forward the call to voice mail. If needed take a message and record the date, caller's name & organization (correctly spelled), telephone number and a brief message. Initial the message.

When putting callers on hold, ask their permission. For example, "May I put you on hold?" Do not leave the caller on hold longer than one minute without going back to the telephone to assure the caller that the situation is being handled as quickly as possible. Always convey the impression that this call is very important to you and the organization. Deal attentively, clearly and courteously with the caller. Remember that every telephone call is a marketing opportunity. Maintain the mindset that every caller is a potential client or referral source.

Routine conversational personal telephone calls are prohibited. We all have personal business we must attend to during work hours that will require either incoming or outgoing telephone calls. Occasional calls of this nature are permitted but remember to limit the length and numbers of calls.

Cell phones in the office must be placed on silent mode. Use of cell phones for personal use with the office should be kept to a minimum.

Internet Policy – The Office Internet connection is for easy access to Clients, Consultants, Staff and Associated Architects, it is not intended for personal use. Personal e-mails will be allowed only before 7:30am or after 5:30pm. Pornography will not be tolerated on our Internet

connection or computers at any time. Violation of this policy may result in immediate termination.

Office Equipment – The computers, color lasers, printers, plotters, copiers, and other office equipment are for business use only. Any personal use requires partner approval. Personal use of any C&P office equipment without permission may result in immediate termination.

Professional Organizations – The firm encourages employee's active participation in his/her professional society (i.e. AIA, ASID). Since this participation benefits both the employee and the firm, C&P will pay the full dues for all licensed architects and registered interior designers and half of the dues for all intern architects. The employee should submit an invoice to a partner for approval of reimbursement.

Education and Tuition Reimbursement - C&P encourages all licensed professionals to keep up with continuing education requirement. Requests for education reimbursements should be submitted in writing, to a partner, prior to registration of the program. The Partners will judge partial or full payment for educational courses on an individual basis. Facts that will be considered include:

1. Relevance of course to employee's job.
2. Cost of educational course.
3. Scheduling conflicts.

Licensed Professionals will receive standard compensation while attending continuing education courses on their regularly scheduled work hours.

Architectural Registration Exam (ARE) –A library of ARE testing material is maintained by C&P for interns to use when studying for the registration exam. The firm will pay the ARE testing fees for parts of the test that are passed. Test candidates will consult with a partner regarding office procedures, prior to scheduling any part of the test. Testing shall be scheduled to avoid conflicts with deadlines of office projects and with the intern's office responsibilities.

In return for C&P paying the ARE fees, the intern agrees to remain at the firm for two years after completing the test. If the intern should decide to leave prior this date, all test fees paid by C&P will be due to the firm.

Interns will receive standard compensation while testing (initial) on their regularly scheduled work hours. Re-testing shall be taken as PTO discussed and coordinated with a partner.

Dual Employment – As a regular employee, participating in C&P benefits, the employee is expected to devote full energy and loyalty to the firm. Outside employment with another firm is considered secondary employment, a conflict of interest and not allowed. Secondary employment shall be disclosed in writing to the firm immediately.

Other possible conflicts of interest (such as spouse's affiliation with a competitor) must be disclosed at the time of occurrence, in writing to a partner.

Moonlighting – The acceptance of employees of outside professional work, sometimes referred to as moonlighting, is not allowed. Moonlighting can create a conflict of interest and it carries serious potential exposure to personal claims of professional liability insurance carried by C&P; and could require the firm's involvement in the defense of a claim.

Our professional liability insurance carrier requests that we prohibit the practice of moonlighting and to restrict the use of the firm's name, facilities, and equipment to only conducting C&P's professional work.

Termination – Employment is "at will" for an indefinite period. This means that employees may resign at any time and C&P may terminate employment at any time, for any reason, with or without cause. C&P will endeavor to provide notice, when feasible, to employees prior to termination and expects that employees who desire to resign provide advance notice as well.

After completion of probationary period, and unless otherwise agreed by the partners and the employee in writing, it is C&P's policy to require employees to provide a minimum of 2 weeks notice to a partner prior to a voluntary termination. When laid off, C&P will give 2 weeks notice to employees who have successfully completed their probationary period, or may choose to pay employee in lieu of the 2-week requirement.

It is the firm's policy to handle all employee discharges in a fair, equitable, and consistent manner. Employees who are not able to successfully complete and carry out the duties and responsibilities outlined in their job description will be terminated.

COMPENSATION

Time Sheets - All employees maintain time sheets, which are used as a means of accurately recording hours worked on a job, absences, PTO, etc. Employees should record from the time they begin work until the end of the day and must include all job numbers and phases or it will be returned. Timesheets are to be turned in to the Accounting Department every Friday prior to leaving the office. Timesheets are confidential and are not to be reviewed by other employees. Continuously turning your timesheet in late or falsifying you timesheet could result in disciplinary action or termination.

Overtime - It may be necessary to work beyond the normal workday. It is expected that employees will make every effort to accommodate the need for this additional time. When possible, overtime will be scheduled in advance to permit the employee to make suitable arrangements.

All overtime for employees must be included on the regular time-keeping record and must be previously authorized or subsequently approved by an Associate or Partner prior to turning in the time sheet.

Payment for time worked in excess of 40 hours per week is made in accordance with applicable federal, state, or local wage and hour laws at 1½ times the regular hourly rate. Time lost as a result of the following absences is considered time worked for purposes of determining weekly hours for overtime eligibility: regular scheduled and paid holiday, scheduled PTO (approved by a Partner in advance of overtime being scheduled) jury duty, or death in the immediate family.

Where state and local laws exceed federal requirements, the law providing the most liberal payment will prevail.

Pay Day - Employees will receive their paychecks on every other Friday (2-week interval) through out the year. Check with Accounting should you have any questions about the dates of pay day. Final paychecks for terminating employees will be sent to their home address in compliance with state regulations.

Payroll Deductions - With every paycheck, an employee receives a statement of earnings. This statement provides current and year-to-date earnings and withholdings.

Compulsory withholdings are deductions that C&P is required to make, by law, from an employee's earnings. These withholdings are federal and state income tax, Social Security and hospital insurance tax (FICA) and state disability benefits tax.

Voluntary deductions, (i.e. *U.S. savings bonds, 401K contributions, United Way, etc.*) are authorized deductions, by a full-time employee from his or her pay. A part-time employee is eligible to authorize certain voluntary deductions, which should be confirmed with Accounting. All requests for voluntary deductions must be made in writing and may be changed at any time.

Travel Time & Use of Personal Vehicle – Use of an employee's personal vehicle will be reimbursed at 30 cents per mile when used for business purposes. Mileage and travel time start at the C&P office. These miles will be logged on a Mileage Report form found on the computer network, G:/PERSONNEL/Mileage. Employees must carry liability insurance as required by Louisiana State Law.

Performance Appraisals and Evaluations - A partner may review your job performance with you periodically. Performance evaluations are to be a positive way to identify your strengths and areas that require improvement. We encourage regular discussion on your progress toward achieving your goals, and at the same time, to resolve any misunderstandings about work performance or expectations.

BENEFITS

Health Insurance – C&P provides health insurance benefits for full-time employees, starting the first day of the month, after a thirty-day waiting period. Employees may elect spouse or family coverage at their own expense. Payment for family coverage will be deducted, semi-monthly from the employee's salary. If you have any questions regarding specific benefits information, please check with the Accounting Department.

Life & Disability Coverage – Basic Life Insurance and Accidental Death Insurance and Long-term disability insurance, which provides monthly benefits that replace a portion of income that is lost by the employee who has become disabled, is provided for full-time employees who have completed their probationary period. This is provided at no cost to the employee. Again, if you have specific questions regarding this benefit, please check with the Accounting Department.

Worker's Compensation - C&P carries Worker's Compensation Insurance as required by law, to protect employees who are injured on the job. This insurance provides medical treatment in addition to payment for loss of earnings that result from work related injury or illness.

If you are injured while working or have a work related illness, you must report it immediately to a partner, regardless of how minor the injury or illness. State law requires the employer to provide a Worker's Compensation Claim within 24 hours of learning of the injury or illness. There is no time limit as to when the employee must return the claim to C&P; however Worker's Compensation benefits cannot begin until the claim form is returned to the plan administrator.

401K Retirement Savings Plan – In order to assist employees with their retirement, C&P offers a 401(k) retirement plan, which permits an employee to save on a before-tax basis. Participation in the plan affords you the opportunity for greater financial security and independence when you retire by providing you with retirement income in addition to any benefits under Social Security. All full-time employees are eligible for this plan. Contact Accounting for other specific details regarding this plan.

Personal Time Off - PTO is accrued at a rate of 4.62 hours at the completion of each pay-period, totaling 120hrs each calendar year. (New employees receive a pro-rated amount of PTO based on their start date).

The following guidelines have been set to assist in maintaining the continuity of work in the office:

1 day off	1 weeks notice is required
2 or more days off	2 weeks notice is required
More than 1-week off	30 days notice is required

All scheduled PTO requests must be made on a PTO Request Form and receive the approval of a Partner. Please discuss project schedules and deadlines with the Associate, Project Architect or Team leader you are working with prior to turning the form in. Once approved, the PTO will be placed on the office calendar by the Accounting Department. A copy of approved PTO will be given to you at that time. Your request is not considered approved until you have received an approved copy. If you are out sick, please fill out the PTO Request form and turn it into the Accounting Department with your time sheet for that week. The firm has the right to deny any PTO request including those that interfere with staffing requirements or if an employee has not met proper notification requirements.

Making up PTO time –If the personal time out of the office is **2 hours or less**, this time must be designated as PTO time on your time sheet; however, it can be made up. **If the time out of the office is more than 2 hours, the time must be designated as PTO and can not be made up.**

All PTO time that will be made up **can only be made up on the Friday in the week of the absence.** Time cannot be made up any other day. If time is taken during a Friday, the time will have to be taken as PTO and cannot be made up.

Maximum time allowed to be made up in a week is **4 hours**.

PTO Time Entry - When PTO is taken (whether it will be made up or not), log the PTO time when filling out your time sheet, on the date you took the time off. Enter 20000 for the Project Number 20000, 82 for the Phase and 200 for the Lab Code. Therefore, your time for that day where PTO was taken should always have at least 9hrs.

If you are making up the PTO on Friday, your time for that day will be logged to the project(s) you worked on that day including the extended time you worked to make up PTO. You will then enter the made up time as a negative number of hours to Project No.20000, Phase 82.

Example: You take 2 hrs of PTO on Monday, and you make them up on Friday afternoon. On Monday you would fill out your time sheet as follows:

Project	Contract	Phase	Lab Code	Time
20000	001	82	200	2
00000	001	02	200	7

Then on Friday, in order to make up the PTO, you would have to work 6 hours (4 hours regular time plus 2 hours extra) to make up the 2 hours taken as PTO on Monday. On Friday you would fill out your time sheet as follows:

Project	Contract	Phase	Lab Code	Time
00000	001	04	200	6
20000	001	82	200	-2

Your Total should always be 40hrs (unless you worked overtime). If you have any questions about how to enter your time, contact the Accounting Department.

Holidays – Full time employees are entitled to 7 paid holidays each year. Request for vacation during a holiday period should be submitted one month prior to the holiday. The C&P holidays are:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve
4 th of July	Christmas Day
Labor Day	

Unemployment Compensation - C&P is subject to Louisiana Employment Security Law and has contributed to the Louisiana Trust Fund from which benefits are paid. No amount of contributions to the trust fund is deductible from your earnings.

COBRA– Insurance may be continued for up to 18 months if coverage was terminated due to termination of employment or reduction of hours. Coverage may be continued for up to 36 months if coverage was terminated for any of the following reasons: A) Death of employee; B) Separation or divorce from the employee; C) Employee's eligibility for Medicare; D) Child's loss of dependent status.

COBRA coverage will terminate if an employee fails to pay premiums on time, becomes covered under another group plan (as an employee or otherwise) that does not contain a pre-existing condition clause, or if the C&P plan is terminated. Benefits are not provided until premiums are received.

To elect continuation coverage, you must complete an election notice and mail it within 60 days of the date of termination. The first payment is due within 45 days from the date the employee mails in the election notice.

HIPAA Law - In compliance with the Health Insurance Portability and Accountability Act of 1996, C&P will issue a certificate as evidence of prior insurance coverage. It may be necessary to furnish this certificate when the employee becomes eligible under a group health plan that excludes pre-existing conditions or to buy health insurance for themselves or their family that does not exclude pre-existing medical conditions.

LEAVE OF ABSENCE

Leave of Absence - Personal leave requested in writing and may be granted in rare and extenuating circumstances at the sole discretion of the partners. Factors to be considered include:

- Purpose of leave
- Requested duration
- Plans for return to active employment
- Potential disruption to C&P operations and the ability to fill the open position
- The employee's service, performance, growth, potential, etc.

Compensation: On the effective date of the leave, the employee is placed in non-pay status for the duration of the leave.

Benefits: For personal leave, benefit plans generally remain in effect. Medical and disability coverage continues only if employee contributions are remitted.

Examples of purposes for requesting personal leave could include resolving serious personal problems, completing a segment of advanced education, handling family obligations, performing civic duties, or parental child care following birth or adoption of a child.

Family Medical Leave - FMLA requires employers to provide up to 12 weeks of unpaid, job-protected leave to an "eligible" employee for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. C&P does not fall under the guidelines set by the federal government and does not provide this benefit.

Military Leave – Additional Training: Employees who are members of a reserve component of the Armed Forces or the National Guard are eligible for military leave for active duty training for periods of up to two weeks total per year. Employees continue on the full-pay basis, with full continuation of benefits and credit for service. The salary will be adjusted to reflect basic pay the employee received from the government (excluding travel or subsistence allowance).

Employees must submit a copy of their military pay authorization to a partner for submittal to the bookkeeper, along with the payroll exception form in order that the pay offset can be made.

The leave for annual training is not considered PTO used. If the employee elects to take PTO concurrently with the leave, full compensation is paid for PTO, in addition to the amount received for active duty training.

Enlistment: Employees enlisting in military service are granted an inactive leave status involving no compensation or continuation of benefits. All rights of reinstatement established by federal law will be made available upon request to work.

Funeral Leave - C&P will pay an employee for 1-to-3 consecutive days (one day being the funeral day) for loss of normal time during regular scheduled working days on account of death occurring in the immediate family, for the purpose of attending the funeral. Immediate family includes father, mother, sister, brother, spouse, child, grandchild, grandparent, and current father-, mother-, brother-, or sister-in-law.

This benefit is not paid in cases such as death occurring during PTO, on paid holiday, or in any other case that would result in paying twice for the same time off. No payment will be made if the employee is on leave of absence or is absent as a result of disability, illness, or other personal business.

Jury Leave - An employee called for Jury Duty will be excused from work; however, a copy of the jury notice must be given to a partner in order to get paid for jury duty. Employees must submit a copy of the jury duty pay to the bookkeeper in order to offset pay. (The pay offset will take into account mileage and other expense's incident to the jury duty process.)