



# SHUART & ASSOCIATES

## LEGAL SEARCH & STAFFING

### **PROCEDURES**

*In this document, Shuart & Associates, Inc. (“Shuart” or “Company”) outlines its procedures and policies for temporary employees (“you”) when working temporary assignments at the firms with whom we do business (“Client Companies” or “Client Company”).*

*Please carefully read these instructions. If you have any problems on an assignment, notify us immediately.*

When you accept a temporary assignment, you accept it for an agreed upon duration. If this is a long-term assignment, you are asked to maintain your commitment through the agreed upon length of the assignment. If you are unable to fulfill the assignment for the agreed upon length of time, a two-week notice to Shuart is required.

If you are seeking full-time employment, treat your temporary assignment as you would a full-time position. Do not schedule interviews during normal working hours. Schedule interviews before or after the Client Company’s normal work hours or during your lunch break. Normally, you have one hour for lunch.

Personal phone calls are discouraged during business hours; however, if it is an absolute necessity, we request that the calls be as short as possible, and, in no case, should they disrupt work production. It is preferable to make all personal calls during your lunch hour or break. Absolutely no long distance phone calls from the Client Company phone line should be made except in an emergency. In this case, Shuart and your Client Company supervisor should be notified in order to deduct the cost from your paycheck.

If you have any questions or problems regarding the computer you are using, either hardware related or software related, please contact your Client Company supervisor immediately. Do not attempt to fix, change, delete, or alter anything on the computer systems belonging to a Client Company. If a supervisor is not accessible, please call Shuart.

### **ARRIVING AT AND DEPARTING FROM AN ASSIGNMENT**

On your first day, arrive 15 minutes early. When you arrive at a new assignment, please telephone Shuart within the first half hour to verify your arrival and to provide an extension number.

If you are going to be late or unable to work your assignment, please call (504) 836-7595 immediately. If it is after or before our normal business hours of 8:00 am to 5:00 pm, leave a message. Excessive tardiness or absenteeism will be grounds for dismissal.

If anyone from a Client Company asks you directly about working past the scheduled end date of assignment, please call Shuart immediately before agreeing to any extension of the assignment.

When finishing an assignment, please call Shuart to let us know your future availability for other assignments. Failure to call Shuart within two days after completing an assignment results in job abandonment and will be treated as a voluntary resignation.

### **TIMESHEET AND PAYCHECK INFORMATION**

Fill out your timesheet with the hours worked. Report all time to the nearest ¼ hour. Total your daily and weekly hours (subtracting time taken for lunch and breaks).

At the end of the week or assignment, have the Client Company supervisor sign your timesheet and fax or scan us a copy. If your timesheet is not signed, we are unable to bill the client; therefore, you cannot be paid. Keep the pink copy for your records; give the yellow copy to the Client Company; and mail the white original to Shuart on Friday. **Paychecks cannot be released unless we have received an original timesheet.** Any timesheet not received by Monday at 5:00 pm will be processed the following week.

Direct Deposit is the preferred method for paychecks. An ACH form must be completed, signed, and returned, along with a voided check, in order to process your payroll check for Direct Deposit. A payroll stub will be mailed to anyone receiving Direct Deposit. Paychecks will be automatically deposited in to direct deposit on Thursday of the following week worked. Special arrangements will be made for physical paychecks, which will be mailed to the address last provided to Shuart. **If your check is mailed, it is at your own risk. If you do not receive it, there will be a stop payment charge to reissue a new check.** Each paycheck envelope will have a blank timesheet enclosed for the following week or next assignment.

## VACATION AND HOLIDAY PAY PLAN

Temporary employees are eligible each year for vacation pay after working for 1,000 hours in that year. Vacation pay is based on your total cumulative hours worked for Shuart: 1,000 hours - \$200; 2,000 hours - \$400; 3,000 hours - \$600; 4,000 hours - \$800; and 5,000 hours - \$1000.

After working 520 cumulative hours, you are also eligible for a \$75.00 bonus each scheduled holiday providing you work the day before and after each holiday. Scheduled holidays include New Year's Day, Mardi Gras, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.

## POLICIES

### EQUAL EMPLOYMENT OPPORTUNITY

Shuart strongly believes in the right of each individual to equal opportunity in employment. Shuart's hiring policies are to judge potential employees solely on skills, experience, and ability to perform the essential functions of the position. Race, religion, color, national origin, disability, gender, age, veteran's status or any other protected classification when making any employment decisions or considering an employee for promotion.

Shuart maintains a policy of non-discrimination in all phases of employment and complies in full with all applicable laws. The Company continuously monitors its performance in the following areas and takes action where necessary to comply with applicable requirements:

- Recruit, advertise, hire, and promote without regard to race, religion, color, national origin, disability, gender, age, or any other legally protected classification.
- Base all decisions relating to employment solely on the qualifications, skills and experience of the candidate(s).
- Administer all other personnel actions without regard to race, religion, color, national origin, disability, gender, age, or any other legally protected classification.

### EMPLOYMENT-AT-WILL

Temporary employees of Shuart are employed at the will of the Company and are subject to termination at any time, for any reason, with or without cause or notice. At the same time, such employees may terminate their employment at any time and for any reason, with or without cause or notice.

No Shuart representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, contrary to this policy.

No documents, whether individually or combined, shall create an express or implied contract of employment for a definite period nor an express or implied contract concerning any terms or conditions of employment. Nothing contained in this policy or other policies, applications, memoranda, or materials provided to the employees in connection with their employment shall require Shuart to have "just cause" to terminate that employee or otherwise restrict Shuart's right to terminate an employee at any time or for any reason. Statements of specific grounds for termination set forth in this handout or elsewhere are not all-inclusive and are not intended to restrict Shuart's right to terminate at will.

## **ANTI-HARASSMENT POLICY**

It is Shuart's intention to provide a workplace free of harassment of any kind. No employee is expected to tolerate unwelcome remarks or actions of a sexual nature or which are related to race, religion, color, national origin, disability, gender, age or any other protected classification.

If you feel that you have been harassed, you should bring the matter to the attention of your Shuart representative in writing. The written complaint should contain your name, the name of the person or Client Company accused of harassment, the nature of the harassment, the date of when the harassment took place, and the form of the harassment.

Shuart will begin an investigation of the incident promptly. The investigation will include interviews and statements as are deemed appropriate from involved parties. All allegations of harassment will be investigated and, if necessary, addressed with remedial action.

Any employee found to have harassed another employee or client Company employee may be subject to disciplinary action up to and including immediate termination of employment.

Unlawful discrimination and harassment, including sexual harassment of employees, occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about unlawful discrimination and harassment, including sexual harassment, or retaliation against individuals for cooperating with an investigation of unlawful discrimination and harassment, including sexual harassment, is similarly unlawful and will not be tolerated.

## **DRUGS AND ALCOHOL**

Shuart is concerned with the safety and health of its employees. It is the express policy of Shuart that when its temporary employees come to work, they are expected to be lucid, sober, and prepared to perform their job functions without endangering themselves or co-workers because of drug or alcohol use on or off the job site.

Any temporary employee who is taking prescribed or non-prescribed medication that impairs his or her ability to perform job functions must immediately notify Shuart. All temporary employees are subject to drug and alcohol testing at any time for any reason, but especially after an accident.

Any temporary employee found to be using prescribed or non-prescribed medication that impairs his or her performance without notifying Shuart or found to be intoxicated will be subject to immediate termination.

Any temporary employee found to be under the influence of alcohol or any non-prescribed, controlled, dangerous substance(s) will be subject to immediate termination and may forfeit any rights they may have otherwise had to workers' compensation and/or unemployment compensation.

## **SAFETY**

Shuart is committed to the safety and health of its employees. We review our safety program regularly to maintain its effectiveness. As a temporary employee of Shuart, you are expected to follow all work rules, job procedures, and safety rules established for your work area whether on Shuart's premises or that of our Client Companies. You are also expected to report unsafe conditions to us or to your Client Company supervisor immediately.

**If you are injured in any way while working for Shuart, you MUST contact us IMMEDIATELY.** Failure to do so may limit your ability to make a claim. Accidents and injuries will be investigated to gather the facts surrounding the incident to determine cause and to take corrective action.

## **CONFIDENTIAL NATURE OF WORK**

An important distinction between a temporary/contract employee and a full-time or part-time employee is that the temporary/contract employee is exposed to the files of more than one firm. When working in a law office, everything is of a confidential nature. A client tells his attorney, in confidence, information that must never be related to anyone not associated full-time with the Client Company. That information, recorded by an attorney in an infinite number of forms, documents, and memoranda, must be protected from all other persons. Nothing that employees (temporary/contract employees or regular, part-time or full-time employees) see, hear, read, or do with respect to legal business of the Client Company should be communicated to anyone.

Everything in all Client Companies should be kept confidential. The whole or any part of any scientific or technical information, design, process, procedure, formula, or improvement that has value and that the owner has taken measures to prevent from becoming available to persons other than those selected by the owner to have access for limited purposes needs to be kept in confidence. Violation of confidentiality could result in a claim for damages against an offending temporary/contract employee, Shuart, and the Client Company.

No temporary/contract employee shall directly or indirectly engage in conduct that is disloyal, disruptive, competitive, or damaging to Shuart or Shuart's Client Companies. Client Company stationery should never be used for personal correspondence. Any communication sent out on Client Company stationery may be considered an official communication or one that is endorsed by the Client Company. **Never represent yourself as a member or employee of the Client Company for whom you are working when you are there as a temporary/contract employee through Shuart.**

### **CONFLICT OF INTEREST**

Temporary/contract employees are prohibited from engaging in any activity, practice, or act which conflicts with the Client Company's subsequent interests or their clients' interests. When you are sent on an assignment and are asked to perform work on a case that you have worked on or have had exposure to at a previous Client Company, you are required to contact Shuart immediately. Such knowledge or exposure to a case of this nature could be considered a conflict of interest for our Client Companies. Even if the Client Company is representing the same side in a legal matter, **you MUST contact Shuart immediately.** Shuart will inform the Client Company.

It is difficult, if not impossible, to describe all the situations which may arise involving conflicts of interest. When you have a question concerning a possible conflict of interest, it is expected that you will request advice from Shuart.

Violation of confidentiality or conflicts of interest could result in your dismissal as well as a claim for damages against you, Shuart, and/or the Client Company.

### **DISCLOSURE STATEMENT**

I understand that I will be charged no fee whatsoever by Shuart for providing temporary work assignments. When I accept a temporary assignment from Shuart, I understand that I am an employee of Shuart and not the Client Company to which I am assigned. I further understand that Shuart will pay me for the hours worked each week.

In the event a Client Company to which I have been assigned through Shuart offers me full-time employment, I am required to report this to Shuart. At that time, the Client Company owes a fee to Shuart for my placement. If the Client Company does not pay this fee, I will be asked to leave the assignment. The fee is due from the Client Company upon acceptance of a regular, full-time position.

I understand that I am an employee of Shuart working for its Client Companies. Therefore, I agree not to directly solicit any Client Company for a position nor contact a Client Company on my own for employment within the period of one year after the last date of my employment through Shuart.

In the event Shuart is required to enforce the terms of this Agreement, including the initiation of collection of fees and costs owed to Shuart pursuant to this agreement, Shuart shall be entitled to recover the costs of such action including, but not limited to, reasonable attorneys' fees.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

Shuart looks forward to a long-lasting working relationship with you. Please keep us in mind when the subject of employment arises. Our business is based upon referring good people; therefore, your assistance is appreciated.