CARE PROVIDER HANDBOOK	
A Homemade Plan	
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# TABLE OF CONTENTS

INTRODUCTION	4
Welcome to A Homemade Plan!	4
EMPLOYMENT	5
Equal Employment	5
At-Will Notice	5
Immigration Law Compliance	5
Introductory Period	5
Personnel Records	6
Employee References	6
Employment Classifications	6
Transfers	
CONDUCT AND BEHAVIOR	8
General Guidelines	8
Anti-Harassment	9
Anti-Bullying	10
Complaint Procedure	
Corrective Action	
COMPENSATION	12
Pay Periods	12
Pay Adjustments	12
Work Assignments	12
Mileage Reimbursement	12
BENEFITS	13
Holidays	13
Family, Medical and Pregnancy Leave	13
Parental leave act	13
Health And Welfare Insurance Benefit Programs	
Continuation of Benefits	
Military Leave	14
Jury Service Leave	15
Witness Leave	
Voting Leave	15
Civil Air Patrol Leave	15
Maryland Flexible Leave Act	
HEALTH, SAFETY, AND SECURITY	16
Non-Smoking	16
Drug and Alcohol	16
Reasonable Accommodations	17
Safety	17
Workers' Compensation	17
Security	
WORKPLACE GUIDELINES	19
Hours of Work	
Nursing	19

Attendance	19
Dress Code and Appearance	20
Confidentiality	
Business Gifts	
Conflict of Interest	21
Outside Activities	21
Reporting Irregularities	21
Inspections / Searches	22
Electronic Assets	
Social Media	
Personal Cell Phones or Other Mobile Devices	24
Personal Property	24
EMPLOYMENT SEPARATION	
Resignation	25
Termination	
Personal Possessions & Return of Company Property	25
Notice of the Availability of Unemployment Compensation	
MISCELLANEOUS	
Inclement Weather	27
Automobile Accident	27
ACKNOWLEDGEMENT	28

### INTRODUCTION

## WELCOME TO A HOMEMADE PLAN!

We're very happy to welcome you to our team. Thank you for joining us! We want you to feel that your association with the company will be a mutually beneficial and pleasant one. You have joined an organization that has established an outstanding reputation for quality home care services. Credit for this goes to every one of our employees. We hope you too, will find satisfaction and take pride in your work here.

#### HANDBOOK PURPOSE

This Employee Handbook is presented as a matter of information and has been prepared to inform you about the Company's philosophy, employment practices, policies and the benefits provided to you as a valued employee, as well as the conduct expected from you. While this handbook is not intended to be a book of rules and regulations, it does include some important guidelines about which you should know. Except for the at-will employment provisions, the Handbook can be amended at any time.

This Employee Handbook will not answer every question you may have, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help you feel comfortable with us. We depend on you – your success is our success. Please don't hesitate to ask questions. Your manager will gladly answer them. We believe you will enjoy your work and your fellow employees here. We also believe you will find the Company a good place to work.

No one other than authorized management may alter or modify any of the policies in this Employee Handbook. No statement or promise by a supervisor, manager or department head is to be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Employee Handbook be found to be unenforceable and invalid, such a finding does not invalidate the entire Employee Handbook, but only the subject provision. Nothing in this handbook is intended to infringe upon employee rights under Section Seven (7) of the National Labor Relations Act (NLRA).

We ask that you read this guide carefully, become familiar with A Homemade Plan and our policies, and refer to it whenever questions arise.

#### **EMPLOYMENT**

## **EQUAL EMPLOYMENT**

It is the established policy of APFC Holdings LLC DBA A Homemade Plan (the "Company"), to provide equal employment opportunities to all qualified persons and to administer all aspects and conditions of employment without regard to race, religion, color, sex, gender, sexual orientation, pregnancy, age, national origin, ancestry, physical or mental disability, severe/ morbid obesity, medical condition, military or veteran status, genetic information, marital status, ethnicity, alienage, marital status, participation in a volunteer fire department or volunteer rescue squad, or any other protected classification, in accordance with applicable federal, state, and local laws. The Company takes allegations of discrimination, intimidation, harassment and retaliation very seriously and will promptly conduct an investigation when warranted.

Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, leaves of absence and termination.

#### AT-WILL NOTICE

The contents of the Employee Handbook are presented as a matter of information. While this Handbook is not intended to be a book of rules and regulations, it does include some important guidelines, which you should know. Except for the at-will employment provisions, the Handbook can be amended at any time by the authorized management. The Handbook, the plans, policies and procedures described herein and the language used herein, are not intended to create, or is it to be construed to constitute a contract between the Company and any or all of its employees. Likewise, neither is this Employee Handbook, the plans, policies and procedures described herein, nor the language used herein, intended to be or is, a guarantee or promise of employment or continuing employment.

You are not hired for any definite or specified period of time even though your wages are paid regularly. You are an at-will employee of the Company and your employment can be terminated at any time, with or without cause and with or without prior notice. Company policy requires all employees to be hired at-will and this policy cannot be changed by any oral modifications. There have been no implied or verbal agreements or promises to you that you will be discharged only under certain circumstances or after certain procedures are followed. There is no implied employment contract created by this Handbook or any other Company document or written or verbal statement or policy.

#### IMMIGRATION LAW COMPLIANCE

All individuals hired by the Company will be required to establish and certify their identity and right to work in the United States. Each individual employed by the Company will be required to produce, within three (3) days, proof of his/her identity and eligibility to work in the United States. Each individual hired by the Company will be required to certify on the appropriate Form I-9 his / her identity and right to work in the United States.

## INTRODUCTORY PERIOD

Your first 90 days of employment at the Company are considered an introductory period. This introductory period will be a time for getting to know your fellow employees, your manager(s) and the tasks involved in your job position, as well as becoming familiar with the Company's services. Your manager(s) will work closely with you to help you understand the needs and processes of your job.

This introductory period is a try-out time for both you, as an employee, and the Company, as an employer. During this introductory period, the Company will evaluate your suitability for employment, and you can evaluate the Company as well. At any time during this period, you may resign. If, during this period, your work habits, attitude, attendance, performance, or other relevant factors do not measure up to our standards, we may release you.

Please understand that completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Please also understand that completion of the introductory period does not imply that you now have a contract of employment with the Company, other than at-will. Completion of the introductory period does not alter the at-will employment relationship.

#### PERSONNEL RECORDS

The Company will maintain various employment files while you remain an employee of the Company. Examples of these files are your personnel file, your attendance file, and your I-9 file. If you should have any changes with respect to personal information, such as a change in your home address and telephone number or a change of name, you are required to notify your direct supervisor so the appropriate changes can be made in your files.

Your files have restricted access. You and Management, or its designated agents, may have access. In the event that you wish to review your personnel file, you must do so in the presence of Management or designee.

## **EMPLOYEE REFERENCES**

The Company makes strict provisions regarding information provided to people outside the Company for current and former employees. This information is restricted to the employment dates, positions held, and general work status in the Company for that person. This is done to protect the Company and its employees. This information will only be released by authorized management.

#### **EMPLOYMENT CLASSIFICATIONS**

The Company has established the following employment classifications for compensation and applicable benefit purposes only. Management will inform you of your classification, status, and responsibilities at the time of hire, re-hire, promotion, or at any time a change in status occurs. These classifications do not alter your at-will employment status. Due to the nature of the home care industry, all employees with the job title of "Care Provider" are considered to be temporary employees. The definition of a Temporary Employee is an employee who is scheduled to work on a specific need of the Company. The employee will not receive any benefits unless specifically authorized in writing. Care Providers must call and speak with an Office Staff member to inquire about open assignments. If Care Providers do not inquire about open assignments, they will be considered unwilling and/or unable to work with A Homemade Plan.

 Hourly Employee: An employee who works on an hourly schedule established by the office staff. Employees will be compensated on an hourly basis and may be scheduled for full-time or part-time hours.

- Full Time Employee: An employee who is scheduled to work 40 hours a week or greater.
- Part Time Employee: An employee who is scheduled to work less than 40 hours a week.
- <u>Live-in Employee</u>: An employee who lives in the home of a Client 24 hours a day. A live-in employee will be at the Client's residence 24 hours a day and will be paid a daily rate for their work. Once the office staff places a live-in employee with a family, it will be the responsibility of the live-in Care Provider to notify the Company of any time off. A live-in employee is entitled to 8 hours of sleep at night (5 hours of which are uninterrupted), and 3 hours of break time/meal time/private time in which the live-in employee will not be compensated. It is the live-in employee's responsibility to make break/sleep time for themselves. If a live-in employee is unable to have sleep/break times due the work load, this must be reported to the Company and the office staff will make other arrangements that fit the employee's and family's needs.

#### **TRANSFERS**

Management reserves its right to place you where, and in whatever jobs it deems necessary. All job transfers, reassignments, promotions, or other job changes are at the discretion of the Company.

#### CONDUCT AND BEHAVIOR

#### GENERAL GUIDELINES

Orderly and efficient operation of the Company requires that employees maintain proper standards of conduct and observe certain procedures. These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Nothing herein is intended or shall be construed to change or replace, in any manner, the "at-will" employment relationship between the Company and you. The Company views the following as inappropriate behavior:

- 1. Negligence, carelessness or inconsiderate treatment of Company clients / care recipients and / or their matters / files / personal information.
- 2. Theft, misappropriation, or unauthorized possession or use of property, documents, records or funds belonging to the Company, or any client, care recipient or employee; removal of same from Company premises without authorization.
- 3. Divulging confidential information, of any kind, to any unauthorized person(s) or without an official need to know.
- 4. Obtaining unauthorized confidential information pertaining to clients, care recipients or employees.
- 5. Changing or falsifying client records, Company records, personnel or pay records, including time sheets without authorization.
- 6. Willfully or carelessly damaging, defacing or mishandling property of a client, care recipient, the Company or other employees.
- 7. Taking or giving bribes of any nature, or anything of value, as an inducement to obtain special treatment, to provide confidential information or to obtain a position. Acceptance of any gratuities or gifts must be reported to Management.
- 8. Entering Company premises without authorization.
- 9. Willfully or carelessly violating security, safety, or fire prevention equipment or regulations.
- 10. Unauthorized use of a personal vehicle for Company business.
- 11. Rude, discourteous, or un-business-like behavior; creating a disturbance or creating discord with clients or fellow employees; use of abusive language.
- 12. Insubordination or refusing to follow instructions of the immediate supervisor or management; refusal or unwillingness to accept a job assignment or to perform job requirements.
- 13. Failure to observe scheduled work hours, failure to contact supervisor in the event of illness or any emergency within twenty-four (24) hours of the scheduled start of work or as soon as possible after an emergency/illness occurs; failure to report to work when scheduled; unauthorized or excessive use of sick leave or any other leave of absence.
- 14. Failure to notify Company of planned time off within two (2) weeks of when the time off occurs.
- 15. Leaving the client's / care recipient's residence during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- 16. Sleeping or loitering during regular working hours.
- 17. Recording time for another employee or having time recorded to or by another employee.
- 18. Use or possession of intoxicating beverages or illegal use or possession of narcotics, marijuana, or drugs (under state, federal or local laws), on Company premises during working hours or reporting to work under the influence of intoxicants or drugs so as to interfere with job performance, or having any detectable amounts of drugs in your system.
- 19. Unauthorized possession of a weapon on Company, client's, or care recipient's property.

- 20. Gambling while working.
- 21. Soliciting, collecting money, vending, and posting or distributing bills or pamphlets on Company, client's, or care recipient's, property. These activities are closely controlled in order to prevent disruption of Company services and to avoid unauthorized implication of Company sponsorship or approval. However, this general rule is not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Therefore, such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the orderly and regular conduct of the Company business, is lawful, in good taste, conducted in an orderly manner, and does not create safety hazards or violate general good housekeeping practices. Any person who is not an employee of the Company is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on Company, client's, or care recipient's property at all times.
- 22. Falsification of one's employment application, medical or employment history.
- 23. Illegal or un-businesslike conduct, on or off Company premises, which adversely affects the Company services, property, reputation or goodwill in the community, or interferes with work.

#### **ANTI-HARASSMENT**

The Company affirms its commitment to provide a work environment free from intimidation and harassment. Abuse of the dignity of anyone through ethnic, racist or sexist slurs or through other derogatory or objectionable conduct is offensive employee behavior. If you harass another employee of the Company, applicant to the Company, or client/care recipient because of race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, or any other protected classification, in accordance with applicable federal, state, and local laws, you will be subject to disciplinary action, including discharge. Likewise, if you feel you have been the object of harassment or intimidation based upon the aforementioned, you are to advise your direct supervisor, follow the normal open-door policy or, in the event of sexual harassment, institute the procedure indicated below.

Sexual harassment is a form of sex discrimination, which includes gender-based harassment of a person of the same sex as the harasser. It is the express policy of the Company that sexual harassment of employees or of applicants, by you or agents of the Company, is unacceptable and will not be tolerated. Unwelcome or unwanted sexual advances, requests for favors or other visual, verbal or physical conduct will be deemed sexual harassment when:

- 1. Submission to such conduct is explicitly or implicitly a condition of employment;
- 2. Submission to or rejection of such conduct is used as the basis of employment decisions; and
- 3. Such behavior has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination. The Company further recognizes that allegations of this type of discrimination may have serious effects on innocent women and men. Therefore, the Company has devised two procedures to process a sexual harassment complaint. First, the normal complaint procedure as set forth herein may be utilized. Second, if the employee desires confidentiality, the following procedure may be requested:

- 1. Any employee who believes he or she has been the subject of sexual harassment should report the alleged act(s) promptly within two (2) working days to your direct supervisor or designee, giving details as related to the complaint.
- 2. Your direct supervisor or designee, upon receipt of the complaint, shall take immediate and appropriate steps to investigate the complaint. Confidentiality is mandatory to the maximum extent possible.
- 3. Following the investigation of the complaint, your direct supervisor or designee shall weigh the facts and determine the validity of the charge. If the complaint is determined to be valid, the offender(s) shall face immediate and appropriate disciplinary action based upon the severity of the charge. This may include written warning and/or suspension, and/or discharge. If the offender is a supervisor, he/she may be demoted. If the complaint is found invalid, the complaining party may request Step 2 of the normal complaint procedure.

#### **ANTI-BULLYING**

In addition to the Company's anti-harassment policy, the Company believes it necessary to delineate a policy regarding workplace bullying, as such bullying has numerous negative effects on both individual employees and the Company as a whole. Workplace bullying may cause the loss of trained and talented employees, reduce productivity and morale, and create legal risks. The Company believes all employees should be able to work in an environment free of bullying.

Workplace bullying refers to repeated, unreasonable actions of individuals (or a group) directed towards an employee (or a group of employees), which are intended to intimidate, degrade, humiliate, or undermine; or which create a risk to the health or safety of the employee(s). Some examples of workplace bullying include repeated acts such as:

- Unwarranted or invalid criticism
- Blame without factual justification
- Being treated differently than the rest of your work group
- Being the target of cussing or disrespectful language
- Exclusion or social isolation
- Being the target of shouting or other behavior intended to humiliate the employee
- Excessive "prank" jokes or teasing of an employee

The Company considers workplace bullying unacceptable, and will not tolerate it under any circumstances. Managers and supervisors assume the responsibility to ensure employees are not bullied. Any employee who bullies a co-worker will be subject to disciplinary action, up to and including termination of employment.

The Company encourages all employees to report workplace bullying to a member of management with whom you are comfortable speaking, or directly to the Office Manager. All complaints of workplace bullying will be treated seriously and investigated promptly. In the investigation process, the Company will attempt to maintain confidentiality to the extent possible.

It is a violation of company policy to retaliate or otherwise victimize an employee who makes a complaint or a witness who serves in the investigation of the workplace bullying allegation.

## COMPLAINT PROCEDURE

The Company subscribes to an open door policy. You may bring a particular complaint to your direct supervisor for resolution. When matters cannot be handled on an informal basis, the Company has established a formal procedure for a fair review of any work related controversy, dispute or misunderstanding. A complaint may be brought by one or more employees concerning any work-related problem where the complaint has not been satisfactorily resolved in an informal manner.

<u>Step 1</u> - The complaint must be submitted in writing to your direct supervisor within three (3) working days of the incident. A written request for a meeting must be submitted simultaneously. Generally, a meeting will be held within three (3) working days of the employee's request depending upon scheduling availability. Witnesses will be allowed as necessary. If the problem is not resolved during this meeting, your direct supervisor will give the employee a written resolution within three (3) working days. If the employee is not satisfied, the employee may proceed to Step 2.

<u>Step 2</u> - If the employee is not satisfied after Step 1, the employee may submit a written request for review of the complaint and Step 2 solution to the Managing Partners. Such a request must be made within three (3) working days following the receipt of the Step 1 resolution. The Managing Partner will review the complaint and proposed solutions and may call a further meeting to explore the problem. The Managing Partner will render the final decision within ten (10) working days after receiving the Step 2 request, assuming scheduling availability. The decision will be given to the employee in writing.

#### **CORRECTIVE ACTION**

A high level of job performance is expected of you. In the event that your job performance does not meet the standards established for your position, you should seek assistance from your direct supervisor to attain an acceptable level of performance. If you fail to respond to or fail to make positive efforts toward improvement, corrective action may ensue, including termination of employment.

It is the policy of the Company to regard discipline as an instrument for developing total job performance rather than as punishment. Corrective action is one tool the Company may select to enhance job performance. The Company is not required to take any corrective action before making an adverse employment decision, including discharge. Corrective action may be in the form of a verbal warning. The Company reserves its prerogative to discipline, and the manner and form of discipline, at its sole discretion.

If you violate established Company procedures, guidelines, or exhibit behavior that violates commonly accepted standards of honesty and integrity or creates an appearance of impropriety, the Company may elect to administer disciplinary action.

#### **COMPENSATION**

## **PAY PERIODS**

The standard workweek for the Company will begin at 12:01 a.m. Saturday and end at midnight the following Friday.

The designated pay period for all employees is semi-monthly. Paychecks are distributed on the 6th and the 20th. Except as otherwise provided, if any date of paycheck distribution falls on a holiday, you shall be paid on the preceding scheduled workday.

#### PAY ADJUSTMENTS

All pay increases are based upon merit and market factors. Your pay also may be adjusted downward. Salary decreases may take place when there is: job restructuring, job duty changes, job transfers, or adverse business economic conditions. There may not be an automatic annual cost of living or salary adjustment to reflect current economic conditions.

If you believe that an improper deduction has been made, you should immediately report this information to your direct supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

## WORK ASSIGNMENTS

In addition to specific duties that may accompany an individual's job responsibilities, each job includes "other assigned duties." From time to time, you may be required to perform duties or tasks of a fellow employee who is absent or for a position that is temporarily vacant.

## MILEAGE REIMBURSEMENT

You are responsible for getting to and from your workplace (the Care Recipients home.) You will be reimbursed for any miles accrued while transporting a Care Recipient or using your vehicle to perform job duties during your scheduled shift. If you do not record the miles yourself using the 'trip' on your vehicle, the mileage calculations will be conducted using Google Maps from address to address. The pay rate for mileage is \$0.50/mile.

#### **BENEFITS**

#### HOLIDAYS

Eligible employees are entitled to the following holidays, as observed by the Company:

Holiday	Date(s)
New Year's Day	January 1st
Martin Luther King Jr.'s	Third Monday in January
Birthday	
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday in November
Veterans Day	November 11 <sup>th</sup>
Christmas	December 25 <sup>th</sup>

You will receive one and a half (1.5) times your regular wage for any work performed during the above listed holidays.

## FAMILY, MEDICAL AND PREGNANCY LEAVE

The Company complies with all state and federal regulations pertaining to leaves related to serious health conditions of family members, serious health conditions of employees and pregnancy related disabilities.

## PARENTAL LEAVE ACT

The Act allows eligible employees to take up to a maximum of six weeks of unpaid parental leave in a 12-month period for the birth, adoption, or foster placement of a child.

To be eligible for unpaid parental leave, an employee must have worked for the employer for at least one year and for 1,250 hours in the previous 12 months. The law does not apply to: (1) independent contractors; or (2) individuals employed at work sites where the employer employs fewer than 15 employees if the total number of employees employed by that employer within a 75-mile radius of the work site is also fewer than 15.

In order to invoke the law's protections, an eligible employee must provide the employer with 30-days' notice prior to taking the parental leave. Prior notice, however, is not required if the employee takes leave because of a premature birth, unexpected adoption, or unexpected foster placement.

While an employee is on parental leave, an employer may fire the employee only for cause. Supervisory employees may not be held personally liable for violations of the law.

Employers may deny unpaid parental leave to an eligible employee if the denial is necessary to prevent "substantial and grievous economic injury to the operations of the employer" and the employer notifies the employee of the denial before the employee's leave period begins.

When an employee returns from parental leave, the employee must be restored to the same or an equivalent position. As with denial of unpaid parental leave, an employer may deny restoration if the denial is necessary to prevent "substantial and grievous economic injury" to the operations of the employer, the employer notifies the employee of its intent to deny restoration, and in the case of parental

leave that has already begun, the employee elects not to return to employment after the employer provides notice of its intention to deny restoration.

During the leave period, the employer is required to maintain existing coverage for a group health plan. In certain situations, the employer may recover the premium if the employee does not return to work.

If an employer provides paid vacation leave to an eligible employee, the employer may require the eligible employee (or the eligible employee may elect) to substitute the paid vacation leave for any part of or all of the period of parental leave. Commission-based employees on parental leave must be paid any commission that becomes due because of work the employee performed before taking parental leave.

## HEALTH AND WELFARE INSURANCE BENEFIT PROGRAMS

Full-time employees are eligible for health and dental insurance following a one year look back measuring period. If during the measuring period the employee averages 30 or more hours per week, they will be eligible for benefits. The Company reserves the right to change or terminate health plans or any other benefits at any time. Employees who leave the Company may be eligible for group health insurance continuation based on state or federal regulations.

#### **CONTINUATION OF BENEFITS**

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 18 months after experiencing a qualifying event as outlined below. Longer periods of coverage may be available dependent upon the qualifying event.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

## **Employees**

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in numbers of hours worked

## **Spouses**

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

## Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

## MILITARY LEAVE

If you are on an extended military leave of absence, you are entitled to be restored to your previously held position or similar position, if available, without loss of any rights, privileges or benefits provided you meet the requirements specified in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

An employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia will be granted temporary leave of absence without pay while engaged in military duty as required by state employment law. A letter from your commanding officer is required to establish the dates of duty.

## **JURY SERVICE LEAVE**

If an employee is summoned to report for jury duty, they will be granted a leave of absence without pay when the employee notifies and submits a copy of the original summons for jury duty to their supervisor or manager. The Company reserves the right to request that they seek to be excused from or request postponement of jury service if the absence from work would create a hardship to the Company. No employee who is summoned and appears for jury service for more than four (4) hours (including travel time) to work an employment shift that begins on or after 3:00 p.m. on the day of appearance or before 3:00 a.m. on the day following the individual's appearance.

Any fees received for jury duty, including travel fees, are to be retained by the employee. Employees are to report to work on any day, or portion thereof that is not actually spent in the performance of jury service. For each week of jury duty, a certificate of jury service shall be certified by the Court and filed with the Company no later than Wednesday of the following week.

The leave is unpaid. Exempt employees will be paid in accordance with the Fair Labor Standards Act (FLSA) requirements.

#### WITNESS LEAVE

If an employee is absent from work to serve as a witness in response to a subpoena in a criminal case, the employee will be granted a witness leave without pay for such time as it is necessary to comply with the request. You are to report to work on any day, or portion thereof, which is not actually spent in the performance of serving as a witness. For each week of witness leave, a certificate of service shall be certified by the Court and filed with the Company no later than Wednesday of the following week.

#### **VOTING LEAVE**

If an employee cannot vote because of their scheduled work hours, then the employee will be given up to two hours to vote in any state or federal election. The two hours shall be compensated at the employee's regular rate of pay.

## CIVIL AIR PATROL LEAVE

Employees will be provided with 15 days per calendar year of unpaid leave in order to respond to an emergency mission of the Maryland Wing of the Civil Air Patrol. Employees are required to give the Company as much notice as possible of the intended beginning and end of such leaves. The Company may require verification of an employee's eligibility to take such leave. Employees returning from leave are to be restored to the same position held when the leave began or to a position with equivalent seniority status, benefits, pay and conditions of employment.

## MARYLAND FLEXIBLE LEAVE ACT

Employees eligible to accrue paid time off may use their accrued leave with pay to care for an immediate family member who is ill.

## **HEALTH, SAFETY, AND SECURITY**

## **Non-Smoking**

Smoking is not permitted in any company buildings, facilities, work sites, or vehicles. Employees wishing to smoke should do so during their break times, outside company buildings, in designated areas, and in accordance with local ordinances.

## DRUG AND ALCOHOL

The Company is dedicated to providing employees with a workplace that is free of drugs and alcohol. The Company discourages drug and alcohol abuse by its employees. The Company has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency and success at the Company. Employees who have any detectible amounts of drugs or alcohol while on the job compromise Company interests, endanger the employee's own health and safety and the health and safety of others. This can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for coworkers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in our products and disruption of customer relations. Any identified usage of drugs or alcohol, or any detectible amount during working hours will be grounds for discipline, up to and including termination. The Company has a zero tolerance policy regarding drugs and alcohol.

For the safety of our employees and clients the Company reserves the right to test any employee for the use of illegal drugs, marijuana or alcohol under state, federal or local laws. This may be done in cases where the employee's job carries a risk of injury or accident due to such use, or there is an apparent inability to perform the duties required of that position. Specific jobs may, at the Company's discretion, require regular drug testing. Such a test may be conducted after an accident or injury or with probable cause of impairment while on the job. Under those circumstances the employee may be driven to a certified lab, at the Company's expense, for the drug test.

Any employee found to use, sell, possess or distribute any illegal drugs under state, federal or local laws, marijuana, or any unauthorized drugs (including excessive quantities of prescription or over-the-counter drugs) while on the Company premises, performing Company-related duties, or while operating any Company equipment, is subject to disciplinary action, up to and including termination of employment.

Any employee taking medication should consult a medical professional to determine whether the drug may affect his or her personal safety or ability to perform the essential functions of the job and should advise his or her supervisor or manager of any job limitations. Upon notification of job limitations, the Company will make reasonable efforts to accommodate the limitation.

The moderate use of alcohol at Company approved meetings, with business meals, travel, entertainment or in an appropriate social setting, is not prohibited by this policy.

To the extent any federal, state or local law, rule or regulation limits or prohibits the application of any provision of this policy, then to the minimum extent necessary and only for that geographical area, this policy is deemed to be amended in compliance.

#### REASONABLE ACCOMMODATIONS

It is the policy of the Company to comply with all the relevant and applicable provisions of the federal Americans with Disabilities Act (ADA), as well as state and local laws concerning the employment of persons with disabilities. The Company will not discriminate against any qualified employee or job applicant because of a person's physical or mental disability with respect to any terms, privileges, or conditions of employment, including but not limited to hiring, advancement, discharge, compensation, and training.

Employees who become disabled should notify administration if the conditions of the disability impair their ability to perform the essential functions of their position. Where necessary and feasible, reasonable accommodations will be made for qualified disabled employees to perform the essential functions of the job in question, as long as the accommodation does not cause the Company undue hardship.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health of safety of the other individuals in the workplace will be placed on appropriate leave until a decision by Management has been made in regard to the employee's immediate employment situation.

#### **SAFETY**

In the event you become injured or witness an injury during your work hours, you are to report it immediately to the nearest available management personnel. You are to render any assistance requested by Management. Any questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials. You should report all nonfunctioning hazardous office equipment to your immediate supervisor.

## WORKERS' COMPENSATION

The Company provides insurance for all work-related injuries or illness. Any injury occurring while working must be reported to your direct supervisor immediately and you must seek professional medical attention within 24-hours of the occurrence. The name of the Company's workers' compensation insurance carrier and other pertinent information may be provided upon request. The carrier governs all insurance benefits provided by the Company. These contracts shall not be limited, expanded or modified by any statements of Company personnel or Company documents. Any discrepancies shall be determined by reference to the insuring contracts.

#### SECURITY

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. The Company has zero tolerance for violent acts or threats of violence.

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee, client, care recipient or Company property will be considered acceptable behavior. Acts of violence or intimidation of others

will not be tolerated. Any employee who commits or threatens to commit a violent act against any person will be subject to immediate discharge.

Employees within the Company share the responsibility in identification and alleviation of threatening or violent behaviors. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to their supervisor or Management. Management will carefully investigate all reports, and employee confidentiality will be maintained to the fullest extent possible.

#### WORKPLACE GUIDELINES

## Hours of Work

You will be given your individual work schedule upon the start of each assignment. You are expected to be ready to work at your assignment at the start of your work schedule.

#### NURSING

In recognition of the well documented health advantages of breastfeeding for infants and mothers and as part of our family-friendly policies and benefits, the Company provides a supportive environment to enable breastfeeding employees to express their milk during work hours (for up to one (1) year following the birth of a child). Discrimination and harassment of breastfeeding mothers in any form is unacceptable and will not be tolerated.

#### ATTENDANCE

Your attendance is a major concern of the Company. Unsatisfactory attendance, including tardiness, leaving work early, and absences, is unacceptable performance. All absences are to be arranged as far in advance as possible including vacations and time off for other reasons. You will be rated in your performance appraisal in the categories of attendance and punctuality.

You shall be at your assignment, prepared to begin work at the start of your scheduled work time or resumption of your work duties. If you are not, you will be considered tardy. Excessive tardiness constitutes unacceptable work performance. If you are tardy, your wages may be reduced by the amount of time you are tardy.

If you are ill, injured or an unexpected emergency arises which prevents you from coming to work, you must notify your direct supervisor 24 hours before the start of your scheduled work day. If you are ill, injured, or an unexpected emergency arises and you are scheduled to be at work within the 24 hour period, than you must notify your direct supervisor as soon as possible. If your supervisor is not available, you should contact a member of Management. If you are physically unable to contact the Company, you should direct another person to make the contact on your behalf. Failure to notify the Company that you will not be attending work will result in your termination.

If you become ill at work, notify your supervisor immediately. If you are unable to perform your job task, you will be either sent to a doctor or your home. You will be paid only for time actually worked and may receive time off benefits, if applicable.

If you call in absent, you are to advise the Company of your expected date of return. Management reserves the right to require proof of illness, injury or accident, including a physician's statement(s) or notice(s), for any temporary disability.

Repeated absences, excessive absences, or a pattern of absences are considered unacceptable job performance. If you do not show up for an assignment and do not call your direct supervisor to inform him/her, the Company will assume that you have abandoned your position and you may be treated as having voluntarily terminated your employment with the Company.

## DRESS CODE AND APPEARANCE

The Company is a business based on the trust and goodwill it engenders from its customers. In addition to providing excellent services, customers only do business with the Company if they are also treated with courtesy, patience and appropriate deference. You are to treat all customers with the utmost courtesy. You will be evaluated in your performance appraisal in this category.

Since customers tend to think in terms of the individual employees with whom they come in contact with at the Company, the way you perform your job and treat the individual customer will determine, in part, the customer's satisfaction with the Company. A good employee will approach his/her job duties and responsibilities with a positive attitude and respect. A neat personal appearance and good grooming habits reflect respect for yourself and your workplace.

Expensive clothing is not necessary for a well-groomed appearance. You are to wear clothing appropriate for the work environment and customer interactions.

The Company has adopted the following dress code for non-office staff: All employees are required to wear scrubs or industry appropriate clothing.

#### CONFIDENTIALITY

The rule of thumb to remember is that all information gathered by, retained or generated by the Company is confidential. There shall be no disclosure of any confidential information or trade secrets to anyone outside the Company without the appropriate authorization. Confidential information may include internal reports, policies, procedures, client, care recipient or employee information, and other internal business-related communications. Trade secrets may include information regarding the development of systems, processes, products, design, instrument, formulas and technology, In addition, always respect financial disclosure laws and third party intellectual property.

It is your duty and responsibility to safeguard all confidential information. This includes the dissemination of information by any available means, including but not limited to telephone, fax and email.

When any inquiry is made regarding an employee or any former employee, the inquiry must be forwarded to your supervisor without comment on your part. When any inquiry is made regarding any client, the inquiry must be forwarded to management.

Confidential information shall be disclosed and/or discussed only on a "need to know" basis. Conversation of a confidential nature must never be held within earshot of the public or clients.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications. In addition, nothing in this policy is intended to infringe upon employee rights under Section Seven (7) of the National Labor Relations Act (NLRA).

## **BUSINESS GIFTS**

We want at all times to avoid the appearance of impropriety in the acceptance of gifts from business contacts or customers. It is the express policy of the Company that you are prohibited from, either directly or indirectly, asking, demanding, exacting, soliciting, or seeking, anything of value for yourself

or for any other person or entity.

It is the express policy of the Company that you are prohibited from, either directly or indirectly, accepting, receiving, or agreeing to receive anything of value for yourself or for any other person or entity (other than your pay check from the Company) for or in connection with any transaction or business of the Company. If you are promised, offered, or given anything of value from any member, perspective member, customer, or perspective customer for or in connection with any transaction or business of the Company, you are to advise your immediate supervisor at once.

## **CONFLICT OF INTEREST**

The Company is judged by the collective and individual performance of its officers and employees. The Company has a particular interest in preserving its reputation and the reputation of its employees for the utmost honesty and integrity. Thus, the Company holds itself and its employees to the highest standards of lawful and ethical conduct.

Therefore, you must be very careful that your relationship with customers or vendors or other activities do not subject you or the Company to question or undue criticism. You must refrain from engaging in any activity that could be in conflict with your status as a Company employee. This includes the use of your position with the Company for personal profit or advantage or entering into transactions or relationships where it may appear you have a conflict of interest, are improperly benefiting from your affiliation with the Company, or are violating laws governing fiduciary relationships. Good judgment and common sense are to supplement these provisions to avoid even the appearance of impropriety. To the extent there is a conflict or ambiguity between permissive conduct and that which is not permitted, the latter shall have precedence.

If you question the propriety of a transaction or activity, you should seek guidance from your direct supervisor or Management. If necessary, you should seek written approval.

#### **OUTSIDE ACTIVITIES**

You may engage in outside employment or personal educational activities during non-working hours, provided that such activities do not interfere with your job performance or constitute a conflict of interest. Prior to accepting outside employment, you are to notify Management in writing. The notice must contain the name of the potential employer, the title and nature of the position, the number of working hours per week, and the time of scheduled work hours. If the position constitutes a conflict of interest or interferes with your Company job, at any time, you may be required to curtail or terminate such activity.

## REPORTING IRREGULARITIES

It is the responsibility of each employee of the Company to report, immediately, any and all irregularities indicating actual or suspected existence of a loss, fraud, embezzlement or similar impairment of Company funds or property, or suspicious persons or activity. If you have actual or constructive knowledge of any irregularity and do not report it to your direct supervisor, you have engaged in unacceptable job performance subject to disciplinary action including but not limited to termination of employment.

### **INSPECTIONS / SEARCHES**

Any items or parcels taken out of or off Company premises or property (or property controlled by the Company) are subject to inspection/search. Your desk, workstation, work area, computer terminal, memory, files, voice mails, emails, etc. are subject to inspection/search at any time. The Company may monitor any telephone conversation you have on Company owned or controlled equipment, premises or property. While on Company owned or controlled premises or property, your vehicle, meal containers, purse, etc., as well as yourself, are subject to inspection/search. Any inspection/search conducted by the Company or its designee may occur at any time, with or without notice.

You are prohibited from placing any passwords or restrictors on any document, computer or computer software without the prior authority of Management. Any password or restrictor must be revealed to and maintained by a second authorized source. Removing, changing, deleting or erasing any Company information, without the appropriate authorization, is strictly prohibited.

#### **ELECTRONIC ASSETS**

The Company recognizes that use of the Internet has many benefits for the Company and its employees. The Internet and e-mail make communication more efficient and effective. Therefore, employees are encouraged to use the Internet including social media and any future technology appropriately. Unacceptable usage of the Internet can place the Company and others at risk.

## SOCIAL MEDIA

The Company understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees of the Company.

## **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

The same principles and guidelines found in Company policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

## Know and Follow the Rules

Carefully read these guidelines, the General Conduct Guidelines, the Anti-Harassment and Anti-Bullying policies, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

## Be Respectful

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolved work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

## Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, members, customers, suppliers, people working on behalf of the Company or competitors.

## Post Only Appropriate and Respectful Content

- Maintain the confidentiality of Company trade secrets and private or confidential information.
  Trades secrets may include information regarding the development of systems, processes,
  products, know-how and technology. Do not post internal reports, policies, procedures or other
  internal business-related confidential communications.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.
- Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Company."

## Using Social Media at Work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Electronics Assets Usage. Do not use

Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

## Retaliation is Prohibited

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

## Media Contacts

Employees should not speak to the media on the Company's behalf without contacting one of the Managing Partners. All media inquiries should be directed to them.

## For More Information

If you have questions or need further guidance, please contact one of the Managing Partners.

#### PERSONAL CELL PHONES OR OTHER MOBILE DEVICES

The use of personal cell phones or other mobile devices is prohibited during working hours for personal use, including phone calls, texting and downloading of web content. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

## PERSONAL PROPERTY

The Company is not liable for lost, misplaced or stolen property. Employees should take all precautions necessary to safeguard their personal possessions. Employees should refrain from having their personal mail sent to the Company because mail may be automatically opened.

#### EMPLOYMENT SEPARATION

#### RESIGNATION

Employees are requested to provide a minimum of two (2) weeks' written notice of their intent to resign. An employee's notice of resignation to voluntarily terminate employment with the Company should be submitted to his/her supervisor or manager. An exit interview may be requested.

## **TERMINATION**

All employment with the Company is "at will" employment. This means that the employee has not been hired for a specified duration, but that he/ she can terminate his/ her employment with the Company or the Company can terminate the employment at any time, with or without cause, and with or without prior notice. An employee's at-will employment status cannot be changed by any oral modifications.

## PERSONAL POSSESSIONS & RETURN OF COMPANY PROPERTY

Any Company or client property issued to employees, such as computer equipment, keys, tools, parking passes or Company credit cards, must be returned to the Company at the time of termination. Employees will be responsible for any lost or damaged items. Upon separation of employment employees are to remove their personal possessions.

## NOTICE OF THE AVAILABILITY OF UNEMPLOYMENT COMPENSATION

Unemployment Insurance (UI) benefits are available to workers who are unemployed and meet the requirements of Maryland's UI eligibility laws. You may file a claim for UI benefits in the first week that your employment stops or your work hours are reduced.

For assistance, more information about filing a claim, or to file a claim for UI, visit MDunemployment.com or call a Claims Center at 410-949-0022. Maryland Relay 711.

You will need to provide the following information in order to file a claim for UI benefits:

- 1. Your full legal name;
- 2. Your full social security number;
- 3. Telephone number and email address;
- 4. Name, date of birth and social security number of all dependents under 16;
- 5. Name, address, and telephone number for all employers within the last 18 months; and,
- 6. Employment start and end dates.

If applicable, you will need the following:

- 7. Your authorization to work (if you are not a U.S. Citizen);
- 8. Union name and local number;
- 9. DD-214 Member 4 if you were in the military; or
- 10. Form SF-8 if you were a federal employee.

To receive unemployment insurance benefits in Maryland, you must:

- Be Unemployed Not performing any work for wages or working less than full-time and earning less than your benefit amount;
- Be monetarily eligible Earned at least \$1,176 in one quarter and at least \$1,800 during two quarters combined in the base period (prior 18 months);
- Be able and available to work Ready and willing to accept work without restrictions on your time or physical ability;

- Actively seeking work Perform your work search requirements each week (this requirement is waived during the COVID-19 pandemic state of emergency);
- File weekly claim certifications To receive benefit payments, you MUST file a certification each week; and,
- Register to work You must be registered with the Division of Workforce Development through the Maryland Workforce Exchange System (available at mwejobs.maryland.gov).

#### **MISCELLANEOUS**

#### **INCLEMENT WEATHER**

This policy establishes guidelines for Company operations during periods of extreme weather and similar emergencies. The Company will remain open in all but the most extreme circumstances. Unless an emergency closing is announced, all employees are expected to report to work. However, the Company does not advise employees to take unwarranted risks when traveling to work in the event of inclement weather or other emergencies. Each employee should exercise their best judgment with regard to road conditions and other safety concerns.

## **Designation of Emergency Closing**

Only by the authorization of the Managing Partners will the Company cease operations due to emergency circumstances. If severe weather conditions develop during working hours, it is at the discretion of Management to release employees. Employees will be expected to remain at work until the appointed closing time.

## **Procedures during Closings**

If weather or traveling conditions delay or prevent an employee's reporting to work, the immediate supervisor should be notified as soon as possible. If possible, such notification should be made by a telephone conversation directly with the supervisor. If direct contact is not possible, leaving a detailed voicemail message or message with another employee is acceptable.

An employee who is unable to report to work may use any accrued personal time, or take the day off without pay.

## Pay and Leave Practices

When a partial or full-day closing is authorized by Management, the following pay and vacation practices apply:

• Hourly employees will be excused from work without pay and without disciplinary action.

## **AUTOMOBILE ACCIDENT**

If an employee is involved in an automobile accident while on Company business (personal or Company car) he/ she must report the accident to his/ her supervisor or manager immediately. Employees should request and obtain a police report and police investigation at the scene of the accident.

Employees are not to drive a personal vehicle for Company business unless authorized to do so. If the job requires an employee to operate his/ her personal vehicle, then the employee shall be required to submit proof of a current and valid state driver's license. If employees use their own vehicle, either by authorization or requirement, to carry out the business of the Company, they must submit a photocopy of the cover page of their insurance policy covering that vehicle as proof of that insurance.

Insurance must be maintained current as a term and condition of continuing employment for that particular position.

#### **ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of the Company's Employee Handbook.

The contents of the Employee Handbook are presented as a matter of information. Except for the at-will provisions, the Handbook can be amended at any time. I agree to read the Handbook and to follow the guidelines and policies set forth in the Handbook and any amendments to the Handbook along with the other policies and procedures of the Company.

It is specifically understood and agreed that the Handbook is for informational purposes only and is not intended to create a contract, nor is it a contract of employment or continuing employment between myself and the Company. It is further understood that neither the Handbook nor any policy of the Company is a guarantee or promise of employment or continuing employment.

I understand that I am not being hired for any definite period of time even though my wages are paid regularly. I further understand that I am an at-will employee and my employment can be terminated at any time, with or without cause and with or without prior notice either by the Company or myself. No promises or representations have been made to me that I can be disciplined or discharged from my employment with the Company only under certain circumstances or after certain events.

Company policy requires all employees to be hired at-will and this policy cannot be changed by any oral modifications. My at-will employment status with the Company has been fully explained and I have been given an opportunity to ask any questions regarding Company policies and my at-will employment status. No representative of the Company has made any promise or other statements implying employment will be other than what has been stated above. Nothing in this handbook is intended to infringe upon employee rights under Section Seven (7) of the National Labor Relations Act (NLRA)

Dated	Signature	
	Print Name	

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