

**ABI RESOURCES, LLC**

**TEAM MEMBER HANDBOOK**



## **Welcome to ABI Resources!**

Starting a new job is exciting, but at times can be overwhelming. This Team Member Handbook has been developed to help you become acquainted with our company and answer many of your initial questions.

As a team member of our company, the importance of your contribution cannot be overstated. Our goal is to provide the finest quality services to our clients and to do so efficiently and economically. By satisfying our clients' needs, we ensure they will continue to come to us for medical services and will recommend us to others.

You are an important part of this process because your work directly influences our company's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.



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## **The Way We Work**

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## **A Word About This Handbook**

This Team Member Handbook contains information about the employment policies and practices of the company. We expect each team member to read this Team Member Handbook carefully, as it is a valuable reference for understanding your job and the company. The policies outlined in this Team Member Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the team members and the company. This Team Member Handbook supersedes and replaces any and all prior Team Member Handbooks and any inconsistent verbal or written policy statements.

The company complies with federal and state law and this handbook generally reflects those laws. The company also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Team Member Handbook at any time without further notice. All such revisions, deletions or additions to the Team Member Handbook must be in writing and must be signed by the office manager of the company. No oral statements or representations can change the provisions of this Team Member Handbook.

The provisions of this Team Member Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Team Member Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

Any agreement to employment for a specified period of time will be put into writing and signed by the office manager of the company.

Nothing in this Team Member Handbook is intended to unlawfully restrict a team member's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Team Member Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce team members in the exercise of Section 7 rights.

**OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS TEAM MEMBER HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS TEAM MEMBER HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, TEAM MEMBER OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY TEAM MEMBER FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE OFFICE MANAGER OF THE COMPANY.**

This Team Member Handbook refers to current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Team Member Handbook, the written contract is controlling.

## **Equal Employment Opportunity**

Our company is committed to equal employment opportunity. We will not discriminate against team members or applicants for employment on any legally-recognized basis [“protected class”] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In Connecticut, the following also are a protected class: race; color; religious creed; age; sex; pregnancy, child-bearing capacity, sterilization, fertility or related medical conditions; marital status; national origin; ancestry; present or past history of mental disabilities; mental retardation; learning disability or physical disability; blindness; sexual orientation; gender identity or expression; off duty tobacco usage; status as a palliative marijuana patient or caregiver; housing status; and genetic information.

You may discuss equal employment opportunity related questions with your supervisor or any other designated member of management.

## **Pregnancy Accommodation**

The company will provide reasonable accommodations to female team members related to pregnancy, childbirth, or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When a team member requests a reasonable accommodation, the company will explore with the team member the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The company may require the team member to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact your supervisor.

## **Americans with Disabilities Act**

Our company is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify your supervisor of the need for accommodation. Upon doing so, your supervisor may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The company will not seek genetic information in connection with requests for accommodation. All medical information received by the company in connection with a request for accommodation will be treated as confidential.

## **A Word About our Team Member Relations Philosophy**

We are committed to providing the best possible climate for maximum development and goal achievement for all team members. Our practice is to treat each team member as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual team member.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## **No Harassment**

We prohibit harassment of one team member by another team member, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability; or any other category protected under federal, state, or local law ("protected class").

In Connecticut, the following also are a protected class: race; color; religious creed; age; sex; pregnancy, child-bearing capacity, sterilization, fertility or related medical

conditions; marital status; national origin; ancestry; present or past history of mental disabilities; mental retardation; learning disability or physical disability; blindness; sexual orientation; gender identity or expression; off duty tobacco usage; status as a palliative marijuana patient or caregiver; housing status; and genetic information.

**Violation of this policy will result in disciplinary action, up to and including immediate discharge.**

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy. At a minimum, the term “harassment” as used in this policy includes any of the following activities pertaining to an individual’s protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action

against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or team member that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-team members are covered by this policy. We prohibit harassment, discrimination, or retaliation of our team members in connection with their work by non-team members. Immediately report any harassing or discriminating behavior by non-team members, including vendors, clients and conservators, and employees of contractors or subcontractors. Any team member who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below:**

1. Patricia Fondelheit, Office Manager at (860) 792-1959 or 752 Main Street, Willimantic, CT 06226.
2. David Medeiros, Managing Partner at (860) 463-3638 or 752 Main Street, Willimantic, CT 06226.

If a team member makes a report to any person listed above and that person either does not respond or does not respond in a manner the team member deems satisfactory or consistent with this policy, the team member is required to report the situation to one of the other persons on the list above to receive complaints.

**You should report any actions that you believe may violate our policy no matter how slight the actions may seem.**

We will investigate the report and then take prompt, appropriate remedial action. The company will protect the confidentiality of team members reporting suspected violations to the extent possible consistent with our investigation.

**You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.**

We are serious about enforcing our policy against harassment. Persons who violate this or any other company policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

## **Categories of Employment**

**INTRODUCTORY PERIOD:** Full-time and part-time team members are on an introductory period during their first 90 days of employment.

During this time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will team member both during and after your introductory period.

For purposes of this handbook, FULL-TIME TEAM MEMBERS regularly work at least a 40-hour workweek. For other purposes, such as eligibility for health care benefits, the definition of FULL-TIME TEAM MEMBERS may be different.

PART-TIME TEAM MEMBERS work less than 40 hours each week.

In addition to the preceding categories, team members are also categorized as "exempt" or "non-exempt."

NON-EXEMPT TEAM MEMBERS are entitled to overtime pay as required by applicable federal and state law.

EXEMPT TEAM MEMBERS are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your supervisor will notify you of your employment classification.

## **Driver's License/Driving Record**

Team Members in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to your supervisor immediately. Violations of this policy may result in immediate termination of your employment.

## **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our company is committed to employing only individuals who are authorized to work in the United States.

Each new team member, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If a team member is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

## **New Team Member Orientation**

Upon joining our company, you were given this copy of our Team Member Handbook. After reading this Team Member Handbook please sign the receipt page and return it to the office manager. You will be asked to complete personnel, payroll and if applicable, benefit forms.

If you lose your copy of the Team Member Handbook, or if it becomes damaged in any way, please notify the office manager as soon as possible to obtain a replacement copy.

The operations of your department are the responsibility of your supervisor. (S)he is a good source of information about the company and your job.

## Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with the office manager. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the managing partner.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.



## **Your Pay and Progress**

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## Recording Your Time

Non-exempt team members must record their hours on the time clock.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

The time clock must be used on every shift. If there is an issue with the time clock, you must take a picture of the error code shown on the tablet and send it to ABI senior management immediately. A timeclock/payroll exception sheet must be completed and sent the same day as the problem. No exceptions.

Team members must punch in no earlier than five minutes before a shift starts and out no more than five minutes after the end of a shift. Please inform your supervisor immediately of any changes to your schedule.

In the event that your replacement is late, punch out when you leave. **Your daily report needs to reflect why your shift was extended; i.e., replacement was late.**

Time clock and Sandata systems require personal passwords. These passwords are never to be shared with co-workers. Doing so is grounds for disciplinary action up to and including termination.

All team members subject to this policy are required to accurately record all time worked.

The workweek starts on Monday and ends on Sunday.

## **Payday**

You will be paid biweekly on Friday for the period that ends on the previous Sunday.

If a payday falls on a nonworking day, team members will be paid the preceding workday.

Please review your paycheck for errors. If you find a mistake, report it to the office manager immediately. The office manager will assist you in taking the steps necessary to correct the error.

## **Paycheck Deductions**

The company is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The company will not make deductions to a team member's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with the office manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment which will be paid no later than your next regular payday.

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## **Garnishment/Child Support**

When a team member's wages are garnished by a court order, our company is legally bound to withhold the amount indicated in the garnishment order from the team member's paycheck. Our company will, however, honor applicable federal and state guidelines that protect a certain amount of a team member's income from being subject to garnishment.

## **Direct Deposit**

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

## **Performance Reviews**

Your performance is important to our company. Once each year, on or about your anniversary date, your supervisor will review your job progress within our company and help you set new job performance plans.

New team members will generally be reviewed at the end of their introductory period.

Our performance review program provides the basis for better understanding between you and your supervisor, with respect to your job performance, potential and development within the company.

## **Job Descriptions**

The company maintains a job description for each position in the company. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your supervisor.

## **Pay Advances**

Pay advances will not be granted to team members.

## Overtime

There may be times when you will need to work overtime so that we may meet the needs of our clients and conservators. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt team member, you must have all overtime approved in advance by your supervisor.

Non-exempt team members will be paid at a rate of time and one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with your supervisor.



## Time Away From Work and Other Benefits



## **Team Member Benefits**

Our company has developed a comprehensive set of team member benefit programs to supplement our team members' regular wages. Our benefits represent a hidden value of additional income to our team members.

This Team Member Handbook describes the current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The company reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

### **Paid Time Off (PTO)**

Full-time team members are eligible for Paid Time Off (PTO).

PTO is calculated according to the calendar year.

During your initial year of employment, upon completion of your introductory period, you shall be entitled to two days of PTO. Thereafter, you receive PTO as follows:

- After 1 full calendar year, you shall be entitled to one week of PTO annually.
- After 3 full calendar years, you shall be entitled to two weeks of PTO annually.
- After 5 full calendar years, and each year thereafter, you shall be entitled to three weeks of PTO annually.

Exempt team members will receive sick pay in compliance with state and federal wage and hour laws.

Submit PTO requests in writing at least two weeks in advance through the Paychex Flextime system. When possible, PTO requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling PTO times.

PTO can be used as vacation time, sick time or to take care of personal matters.

You may use accrued PTO to care for a child who is sick.

PTO cannot be carried over from one year to the next nor is pay granted in lieu of taking the actual time off.

PTO cannot be taken on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the Friday After Thanksgiving, Christmas Eve or day and New Year's Eve. If your client does not require service on a holiday because they are with family, PTO may be used.

At the end of employment, eligible team members will not be paid for earned but unused PTO, unless state law dictates otherwise.

## **Jury Duty**

Team members who have completed at least 90 days of employment and who regularly work 30 hours or more each week who are summoned for jury duty receive their regular wages for the first five days. Thereafter, you will be granted an unpaid leave in order to serve. All other team members summoned for jury duty will be granted an unpaid leave in order to serve.

Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

We reserve the right to request proof of jury service issued by the Court upon return.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

A team member who has served eight hours of jury duty in any one day will not be required to return to work that same day.

## **Military Leave**

Team members who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued paid time off (PTO) (if any) may be used for this leave if the team member chooses, but the company will not require the team member to use paid time off (PTO). Military orders should be presented to your supervisor and arrangements for leave made as early as possible before departure. Team members are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify your supervisor of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from your supervisor.

## Volunteer Firefighter Leave

Team members who serve as a volunteer firefighter or member of a volunteer ambulance service are entitled to an unpaid leave when late or absent from work in order to respond to an emergency call received prior to or during the team member's regular hours of employment.

To be eligible for leave under this policy, a team member must:

- Submit to the company a written statement signed by the chief of the volunteer fire department or the medical director or chief administrator of the ambulance service or company, no later than 30 days after the date on which the team member is certified as a volunteer, notifying the company of the team member's status as a volunteer;
- Make every effort to notify the company that they may report to work late or be absent from work in order to respond to an emergency fire or ambulance call prior to or during their regular hours of employment;
- When necessary, submit to the company a written statement signed by the chief of the volunteer fire department or the medical director or chief administrator of the volunteer ambulance service or company, explaining why the team member was unable to provide prior notification of a late arrival to work or an absence from work in order to respond to an emergency fire or ambulance call;
- Submit a written statement from the chief of the volunteer fire department or the medical director or chief administrator of the volunteer ambulance service verifying that the team member responded to a fire or ambulance call

and specifying the date, time and duration of such response; and

- Promptly notify the company of any change to the team member's status as a volunteer firefighter or member of a volunteer ambulance service, including, the termination of such status.

For more information regarding this leave, please see your supervisor.

Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Witness Leave**

Team members are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law.

We ask that you notify your supervisor of the need to take witness leave as far in advance as is possible.

Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Domestic Violence Leave**

A team member who is a victim of domestic violence may receive up to 12 days of unpaid leave during any calendar year in which such leave is reasonably

necessary (1) to seek medical care or psychological or other counseling for physical or psychological injury or disability for the victim, (2) to obtain services from a victim services organization on behalf of the victim, (3) to relocate due to such family violence, or (4) to participate in any civil or criminal proceeding related to or resulting from such family violence.

Leave under this policy shall not affect any other leave provided under state or federal law.

Team members may substitute accrued, but unused paid time off in lieu of unpaid leave.

If the team member's need for leave under this policy is foreseeable, they must notify the company at least seven days prior to the date such leave is to begin.

If the team member's need for leave is not foreseeable, they must give the company notice as soon as is practicable.

A team member who takes leave under this policy shall provide the company with a signed written statement certifying that the leave is for a purpose authorized by this policy. The statement may be a police or court record related to the family violence or a signed written statement that the team member is a victim of family violence from a team member or agent of a victim services organization, an attorney, an employee of the Judicial Branch's Office of Victim Services or the Office of the Victim Advocate, or a licensed medical professional or other licensed professional from whom the team member has sought assistance with respect to the family violence.

The company will keep all information provided by a team member concerning leave under this policy confidential, including the team member's request and

approval for leave, the fact that the team member or team member's family member was involved in a domestic incident, and verification documentation for leave. The company will only disclose such information if requested or consented to by the team member, ordered by a court or administrative agency, or otherwise required by state or federal law.

## **Victims of Crime Leave**

The company will grant reasonable and necessary leave from work, without pay, to team members who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected team members must give the company reasonable notice that leave under this policy is required.

Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## Medical Insurance

Eligible full-time team members may enroll in a team member only, a team member plus children, a team member plus spouse, or a family contract after completing their introductory period. Eligibility may be defined by state law and/or by the insurance contract.

Information and enrollment forms may be obtained from your supervisor.

To assist you with the cost of this insurance, our company pays a portion of a team member contract. You are responsible for paying the balance of a team member contract and any dependent coverage through payroll deduction.

Participating team members are also covered under our medical insurance plan's prescription drug program.

A booklet containing the details of the plan and eligibility requirements may be obtained from your supervisor.

Refer to the actual plan document and summary plan description if you have specific questions regarding your eligibility for coverage or other aspects of this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact your supervisor.

## **COBRA**

You and/or your covered dependents will have the opportunity to continue medical benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical coverage for you and/or your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact your supervisor.

## **Section 125 Plans**

Our company offers a pretax benefits contribution option for team members. This team member benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for medical insurance on a "before tax", rather than an "after tax" basis. Your premium contributions are deducted from your gross pay before income tax and Social Security is calculated.

To participate in this plan, complete an election form and return it to your supervisor.

You cannot make any changes to your medical insurance coverage until the next open enrollment period, unless your family status changes or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or discharge of employment of your spouse. A change in election due to a change in family status is effective the next pay period.

## **Disability Leave**

Full-time and part-time team members are eligible for an unpaid disability leave after completing their introductory period. Disability leave due to non-occupational illness, injury or pregnancy related disability is not to exceed eight weeks.

Granting this leave prior to the completion of the eligibility period and/or beyond the maximum period stated above may be required as a reasonable accommodation in accordance with the Americans with Disabilities Act or due to state law or other requirements.

Team members requesting leave must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and the expected date of return to work. The company will not seek genetic information in connection with requests for disability leave. All medical information received by the company in connection with a request for leave under this policy will be treated as confidential.

To the extent allowed by the insurance contract and applicable laws, we will continue to provide medical insurance coverage for team members on authorized disability leave through the end of the first month of disability. During this time you will be responsible for paying your portion of the monthly premium(s). When the above period expires, you may continue your medical insurance coverage by making arrangements with your supervisor to pay the entire monthly premium in advance each month.

When you are able to return to work, give us at least one week's advance written notice. Include a doctor's certificate stating that you are medically able to return to your normal duties. We reserve the right to require a physical examination by a physician of our own choosing prior to your resumption of duties, as allowed by state law.

We will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your

physician) will be deemed a voluntary discharge of your employment.

This leave may run concurrently with any other leave where permitted by state and federal law.

## **Maternity Leave**

Team members are granted a reasonable leave of absence due to a pregnancy-related disability. A team member returning from maternity leave is reinstated to her original position with equivalent pay and accumulated seniority, retirement and fringe benefits, unless the company's circumstances have changed making reinstatement impossible or unreasonable.

If you are pregnant and reasonably believe that continuing to work in your present position may cause injury to you or your fetus, you may request a temporary transfer to another position. After giving the company written notice of your pregnancy and request for transfer the company will make a reasonable effort to transfer you to a suitable temporary position if one is available. You may appeal any such transfer to the Connecticut Commission on Human Rights and Opportunities (CHRO).

This leave may run concurrently with any other leave where permitted by state and federal law.

## **Social Security**

During your employment, you and the company both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

## **Unemployment Insurance**

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from your supervisor.

## **Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to a team member accident.

## Employee Assistance Program

Eligible full-time team members may participate in our employee assistance program after completing their introductory period.

Our BalanceWorks®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible team members and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the company.

Additional information regarding this program is available at [www.eniweb.com](http://www.eniweb.com) or by calling 1-800-EAPCALL. Complete details of this program may be obtained from your supervisor.



## **On the Job**

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## Conduct at Client's Home

The nature of our company requires that team members perform work connected with a client's assignment at the client's home. The importance of professional conduct when working in a client's home cannot be emphasized enough. Professional conduct is a broad term that is open to many interpretations. The following guidelines describe appropriate conduct when working at a client's home:

- Limit discussions with client team members to matters that concern their level of responsibility. Long, personal discussions with client personnel are discouraged at any time both during and after working hours. Such disruptions of work will only offend client team members.
- Do not discuss internal affairs with client personnel during working hours at the client's home.
- Avoid comments or criticisms involving other companies and their particular work or fees.
- Refrain from discussing shortcomings or idiosyncrasies of client team members.
- Avoid conversations involving client matters in all places that would violate client confidentiality.
- Avoid discussing procedural problems with management while client team members are present.
- Do not solicit clients for charitable donations.

- Accept token gifts from clients only if they are non-monetary and valued at less than 5.00. Gift offers that exceed 5.00 must be reported to your supervisor.
- Entertain clients only after first receiving approval from your supervisor.

## **Confidentiality of Clients and Conservator Matters**

Our professional ethics require that each team member maintain the highest degree of confidentiality when handling clients and conservator matters.

To maintain this professional confidence, no team member shall disclose clients and conservator information to other clients and conservators, friends, or members of one's own family.

Questions concerning clients and conservator confidentiality may be addressed with your supervisor.

## **Care of Client and Conservator Records**

The impression that clients and conservators have of our company is based, in part, on the way we care for their records. If we are careless with their files and records, clients and conservators may conclude that we have the same attitude toward our technical work. As professionals, we must respect the confidence in which we are entrusted and ensure that clients and conservator files are handled with care.

When possible, obtain all material from clients and conservator files and then return the material back to the files. Material should be returned in the same condition or better than when it was received.

Under no circumstances will outside requests for clients and conservator material be fulfilled unless prior written permission is received from your supervisor.

## **Social Security Number Privacy and Protection of Personal Information**

To ensure to the extent practicable the confidentiality of our team members' and applicants' Social Security Numbers (SSNs) and confidential personal information, no team member may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any team member except in accordance with company policy. The release of team member SSNs, driver's license numbers, or financial account numbers to external parties is prohibited except where required by law. Internal access to team member SSNs, driver's license numbers, or financial account numbers is

restricted to team members with a legitimate business need for the information.

Team member SSNs and personal information may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include Social Security numbers and personal information will be maintained in accordance with federal and state laws.

Any documents that include team member SSNs or personal information which are to be discarded must be destroyed by shredding paper documents and running a data scrubbing program before disposing of electronic storage media.

Any violation of this policy will result in disciplinary action up to and including discharge.

Where this company policy and operating procedures may conflict with state law, the state law shall supersede this policy.

For more information about this policy and the company's operating procedures, please contact your supervisor.

## **Wage Disclosure Protection**

The company, consistent with Connecticut law, does not prohibit a team member from inquiring about, disclosing, comparing or otherwise discussing the team member's wages or the wages of another team member. Further, the company does not require nondisclosure of a team member's wages as a condition of employment, and will not require a team member to sign any waiver or document contrary to this policy.

The company will not take an adverse employment action or retaliate against a team member for discussing his or her wages. The company will not prohibit a team member from lodging a complaint or testifying, assisting or participating in an investigation or proceeding related to a violation of this policy.

Nothing in this policy shall be construed to permit a team member with regular access to wage information in the course of the team member's work from disclosing wage information, unless the person is under a legal obligation to furnish the information. Additionally, nothing in this policy requires an employer or a team member to disclose wages in response to an inquiry by another team member.

## **Attendance and Punctuality**

Attendance and punctuality are important factors for your success within our company. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor and send a group text message to other team members as far in advance as is feasible under the circumstances, but no later than two hours before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for one day without notifying the company, it is assumed that you have voluntarily abandoned your position with the company, and you will be removed from the payroll.

## **Meal Time**

Team members are prohibited from leaving the premises or client during paid meal time. Team members are to be prepared with their own food and drinks during meal periods and should not consume the food or drinks of clients. Outside ordering of food or drinks is discouraged and should not be consumed in the presence of the client. If you have any questions about this policy, please contact your supervisor.

## **Lactation Breaks**

The company will provide a reasonable amount of break time to accommodate a female team member's need to express breast milk for the team member's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt team members should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. The company will also make a reasonable effort to provide the team member with the use of a room or other location in close proximity to the team member's work area, for the team member to express milk in private.

Notify your supervisor to request time to express breast milk under this policy. The company reserves the right to deny a team member's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. If you have knowledge of such a conflict or a potential conflict you should contact your supervisor.

## **Work Assignments**

Client and team assignments are not guaranteed and will be distributed by your supervisor. Removal and re-assignment from a client or team and/or a reduction in hours may happen based upon State plans, conservator wishes or management discretion. When possible, you

will be advised of future assignments in advance, so you will have ample time to prepare for the assignment.

Once you have begun an assignment you will report directly to your supervisor for all matters relating to its completion.

Sleeping during working hours is prohibited. Please contact your supervisor for tasks to be completed while the client is sleeping.

Clients who require 24/7 care may not be left unsupervised. In the event your replacement does not arrive as scheduled, you are required to remain with the client until you're relieved. ABI Resources refers to this as being "frozen in". If your replacement does not arrive as scheduled please notify your supervisor right away.

## **Contact with the Company**

The company should know your location at all times during business hours. Your supervisor will keep a record of your assignments, and (s)he should be notified of your whereabouts outside the company during working hours.

## **Communication Channels**

Communications such as calling out sick, client behavioral issues, switching shifts, etc. need to be sent to all. If you have any questions about this policy, please contact the senior management team for ABI

Resources. Please ensure that Pat, Dave and Rose are included. This will reduce time needed to update the team and ensure that your communication is handled properly. Please do not send personal financial or payroll information to the senior management team. This information should go to the office manager. Failure to follow this policy may result in disciplinary action.

## **Standards of Conduct**

Each team member has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. Failure to adhere to the company's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the company's policies or safety rules; failing to work in a cooperative manner with management, co-workers, clients and others who do business with the company; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty;

inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of the company's EEO and No Harassment policies; performing outside work or use of company property, equipment or facilities in connection with outside work while on company time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit a team member's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

## **Access to Personnel Files**

Upon written request, current team members may inspect and obtain a copy of their own personnel files during regular business hours up to two times each year on company premises and in the presence of a company official. The company will permit inspection no more than seven business days after receipt of the request.

Upon written request, former team members may inspect and obtain a copy of their own personnel files during regular business hours at a mutually agreeable location for up to one year after termination. The company will permit inspection no more than ten business days after receipt of the request. If the former team member and the company cannot agree upon a location, the company will mail a copy of the file no later than ten business days after receipt of the request.

Inspection includes relevant employment information, with the exceptions of medical records, references from third parties and certain other documents as allowed by state law. If you disagree with information in your personnel file you may get it removed or changed if the company agrees, or you may file a statement explaining your position.

The company will provide a team member with a copy of any disciplinary documentation imposed upon them not more than one business day after the date of the action. The company will provide a team member, immediately upon termination of employment, a copy of any documented notice related to the termination.

Any documented disciplinary action, performance evaluation or termination notice will include a notice reminding the team member that they can submit a written statement explaining his or her position. The statement will be maintained in the team member's personnel file and will accompany any disclosure of the records made to a third party.

Upon written request, the company will permit the inspection of a team member's medical records during regular business hours on or reasonably near the company's premises by a physician chosen by the team member or by a physician chosen by the company with the team member's consent.

For more information, contact your supervisor.

## **Clients and Conservators and Public Relations**

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every team member.

The opinions and attitudes that clients and conservators have toward our company may be determined for a long period of time by the actions of one team member. It is sometimes easy to take clients and conservators for granted, but if we do we run the risk of losing not only that client and conservator, but his or her associates, friends or family who may also be clients and conservators or prospective clients and conservators.

Each team member must be sensitive to the importance of providing courteous treatment in all working relationships.

## **Non-Solicitation**

The company believes team members should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Team members may not engage in solicitation for any purpose during his/her work time, which includes the working time of the team member who seeks to solicit and the team member who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the team member's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict a team member's statutory rights, including discussing terms and conditions of employment.

## **Distribution**

Distribution by team members of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the team members are on working time. Electronic distribution is subject to the company's Acceptable Use of Electronic Communications policy, and may not occur during the team member's working time. Non-team members are prohibited from distributing materials to team members on company premises at any time. Literature that violates the company's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict a team member's statutory rights, including discussing terms and conditions of employment.

## **Changes in Personal Data**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to your supervisor promptly.

## **Care of Equipment**

You are expected to demonstrate proper care when using the company's or client's property and equipment. No property may be removed from the premises without

the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

## **Visitors**

If you are expecting a visitor, please notify your supervisor. All visitors must first check in at the reception area. Visitors are not allowed in any area of the building without being accompanied by an authorized team member. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

## **Severe Weather**

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is unpaid.

Exempt team members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of state roads, you will be notified by your supervisor. Current team members are required to continue providing

services to the client until roads are reopened and a replacement team member arrives.

## **Personal Telephone Calls**

Team members are allowed to use personal cellular telephones to communicate with managers and team members for company related matters. You may not use cellular telephones for personal calls and texts during working hours.

Taking photographs of yourself in a client's home or with clients and posting them to social media sites is prohibited. Management or a conservator may request photographs of clients as needed.

Violations of these policies may be grounds for corrective action up to and including termination.

## **Acceptable Use of Electronic Communications**

This policy contains guidelines for electronic communications created, sent, received, used, transmitted, or stored using the company's communication systems or equipment and team member provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers,

personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as “systems.”

Acceptable Uses of Our Systems: Team members may use our systems to communicate internally with co-workers or externally with clients and conservators and other business acquaintances for business purposes.

Company Control of Systems and Electronic Communications: All electronic communications contained in company systems are company records and/or property. Although a team member may have an individual password to access our systems, the systems and communications belong to the company. The systems and electronic communications are accessible to the company at all times including periodic unannounced inspections. Our systems and electronic communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Team member communications on our system are not confidential or private.

The company's right to use, access, monitor, record and disclose electronic communications without further notice applies equally to team member-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the company at any time without further notice. Since all

electronic communications and systems can be accessed without advance notice, team members should not use our systems for communication or information that team members would not want revealed to third parties. Personal use of our system should be limited to non-working time. Personal use of our system must be conducted in such a manner that it does not affect smooth system operation or use a disproportional amount of the system's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the company's trade secrets, business models, business services, sales agreements, pricing information, drawings, designs, blue prints, manufacturing processes, clients and conservator lists, inventions, recipes, formulas, vendor agreements, patient records, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on company systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict team member rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems: Team members may not use company systems in a manner that is unlawful, wasteful of company resources, or unreasonably compromises team member productivity or the overall integrity or stability of the company's systems. These tools are provided to assist team members with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other

things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of company policies.

In addition, team members may not use our company systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of the systems supervisor;
- To download, save, send or access any site or content that the company might deem “adult entertainment;”
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: A team member may not misrepresent, disguise, or conceal his or her identity or another’s identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes; or use another person’s account, mail box, password,

etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Team members must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All systems passwords and encryption keys must be available and known to the company. You may not install password or encryption programs without the written permission of your supervisor. Team members may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to electronic communications. The company complies with applicable laws. Team members also must comply with applicable laws and should recognize that a team member could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this policy may result in disciplinary action up to and including immediate termination of a team member's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our systems or the content of electronic communications, ask your supervisor for advance clarification.

## Social Media

“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.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving 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 maliciously false, obscene, threatening or intimidating, that defames clients and conservators, competitors, vendors or team members or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person’s reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the company, fellow team

members, clients and conservators, and people working on behalf of the company or competitors.

Do not create a link from your blog, website or other social networking site to the company's website without identifying yourself as a company team member. Express only your personal opinions. Never represent yourself as a spokesperson for the company or make knowingly false representations about your credentials or your work. If the company is a subject of the content you are creating, be clear and open about the fact that you are a team member and make it clear that your views do not represent those of the company. It is best to include a statement such as "The postings on this site are my own and do not necessarily reflect the views of the company." You must refrain from using social media while on working time.

Team Members are encouraged to report violations of this policy. The company prohibits retaliation against any team member for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the company complies with state laws concerning access to a team member's personal social networking account, including restrictions concerning employer requests for a team member's username and/or password.

Nothing in this policy is designed to limit a team member's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact your supervisor. Violations of this policy may be grounds for corrective action up to and including termination.

## Dress Policy

In an effort to promote slip and fall safety for team-members and survivors, as well as increasing all other aspects of brain injury survivor recovery and safety, ABI Resources is instituting the following dress code policy. All team members, on all shifts, must abide by the policy. If you have any questions or concerns regarding this policy, please contact your supervisor or Patricia Fondelheit @ (860) 792-1959.

Attire is expected to be neat, clean and professional appearing at all times.

- **Shirts:** Team members will wear solid colored, long or short-sleeved, collared polo shirts or solid colored, long or short-sleeved, collared button shirts. Shirts may have one button unbuttoned at the top of the shirt. Shirts will NOT have printing, writing or logos of any kind.
- **Sweaters:** Solid colored sweaters are acceptable. No hoods allowed. Sweatshirts are not allowed.
- **Pants:** Team members will wear khaki, black or navy blue pants. No jeans, cargo pants, leggings, sweatpants, yoga pants, skirts, skorts, capris, etc. are allowed. All pants will be worn at the waist.
- **Shorts:** From May 1st to September 30th, team members will be allowed to wear navy blue, black or khaki solid-colored shorts that are at, or no more than 2 inches above the knee.
- **Shoes:** Team members must wear flat; (no heels), slip resistant, closed-toed shoes. (Ex. Sneakers, flats or loafers). No flip flops or open-toed sandals.
- **Swim Gear:** Team members assisting survivors participating in aqua-therapy or other water

based events and/or beach activities will wear appropriate clothing to and from the activity. Appropriate swim shorts; swim shorts and rash guards; or swim shorts and one-piece bathing suits (life guard type) are permitted for team members at or during the activity. Speedos and bikinis are not allowed.

- **Gym Time:** Due to extensive safety concerns during gym and other exercise times; team members must be within arm's length of survivors at all times. Company dress policy must be followed; no exceptions.
- **Accessories:** Jewelry, hats, belts, bags or other accessories that are distracting, restricting, impeding, or in any other way could hamper the safety or well-being of survivors are not permitted.

You must adhere to the company's dress policy during all working hours. This policy is designed with the best interests of the client's in mind and is tailored to meet their needs. Complying with this policy will also allow the company to put forth a professional image when meeting with families, conservators, medical professionals and social services.

## **Personal Hygiene**

While proper hygiene promotes professionalism within our company and a favorable image to our clients, it also helps us maintain a sterile environment.

Team members are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

To maximize our clients' well being, fingernails must be clipped short and chin-length or longer hair must be secured away from the face.

## **Protecting Company Information**

Protecting client and company information is the responsibility of every team member.

Due to the nature of our business, client and company confidentiality is strictly enforced. Do not discuss the confidential business of our clients or company or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for our company, such as friends, family members, members of the media, or other business entities. Discussions regarding confidential client or company business with other team members are also prohibited, unless it is a necessary work-related function.

Confidential information does not include information pertaining to the terms and conditions of a team member's employment, including wages. Nothing in this policy is designed to limit a team member's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former team member's position/compensation with our company must be forwarded to your supervisor.

The company's address shall not be used for the receipt of personal mail.

## **Conflict of Interest/Code of Ethics**

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other team members. Therefore, team members must never use their positions with the company, or any of its clients for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities, or engage in activities, investments or associations that compete with the company, interferes with a team member's business judgment concerning the company's best interests, or exploits a team member's position with the company for personal gain.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each team member is of utmost importance.

Team members of the company shall conduct their personal affairs such that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

This policy will not be enforced to prevent team members from discussing their wages or other terms of employment.

## **Contact with the Media**

All media inquiries regarding the company and its operations must be referred to your supervisor. The authorization to make or approve public statements on behalf of the company rests solely with your supervisor. No team members, unless specifically designated by your supervisor, are authorized to make statements on behalf of or as a representative of the company.

## **If You Must Leave Us**

Should you decide to leave your employment with us, we ask that you provide your supervisor with at least two weeks' advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the company.

Team members, who are rehired following a break in service in excess of six months, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such team members are considered new team members from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Our company does not provide a "letter of reference" to former team members. Generally, we will confirm upon request our team members' dates of employment, salary history, and job title.

Additionally, all resigning team members should complete a brief exit interview prior to leaving. All company property, including this Team Member

Handbook, must be returned at the end of employment. Otherwise, the company may take action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse.

You should notify the company if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

## **Safety in the Workplace**

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## **Each Team Member's Responsibility**

Safety can only be achieved through teamwork at our company. Each team member, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the company's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your supervisor.
6. Know the locations, contents and use of first aid and fire-fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.

8. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

## **Workplace Violence**

Violence by a team member or anyone else against a team member, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to team members at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by a team member or member of management.

If you receive or overhear any threatening communications from a team member or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to a team member or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Team members are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including discharge.

## **Workplace Searches**

To protect the property and to ensure the safety of all team members, clients and conservators and the company, the company reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the company's property. In addition, the company reserves the right to search any team member's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the company, and are issued for the use of team members only during their employment. Inspection may be conducted at any time at the discretion of the company.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Team members working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as team members who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the company's security procedures or any other company rules and regulations.

## **Good Housekeeping**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

## **Smoking in the Workplace**

Our company is committed to providing a safe and healthy environment for team members and visitors. Smoking, including the use of e-cigarettes, is not permitted.

Violations of this policy may result in disciplinary action, up to and including discharge.

## **No Weapons in the Workplace**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company and permitted by state and local laws. This policy applies to all team members, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to your supervisor immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

## **In An Emergency**

Your supervisor should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. In the absence of your supervisor, contact the nearest company official.

Should an emergency result in the need to communicate information to team members outside of business hours, your supervisor will contact you. Therefore, it is important that team members keep their personal emergency contact information up to date. Notify your supervisor when this information changes.

When events warrant an evacuation of the building, you should follow the instructions of your supervisor or any other member of management. You should leave the building in a quick and orderly manner. You should assemble at the pre-determined location as communicated to you by your supervisor to await further instructions or information.

Please direct any questions you may have about the company's emergency procedures to your supervisor.

## **Substance Abuse**

The company has vital interests in ensuring a safe, healthy and efficient working environment for our team members, their co-workers and the clients we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued

employment with the company the following substance abuse policy.

The company has implemented a drug testing program in compliance with local, state and federal laws. Team members are prohibited from reporting to work or working while using illegal or unauthorized substances. Team members are prohibited from reporting to work or working when the team member uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the team member that the substance does not adversely affect the team member's ability to safely perform his or her job duties.

In addition, team members are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on company paid time, on company premises, in company vehicles, or while engaged in company activities. Our team members are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Team members are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage team members to seek assistance before their substance or alcohol use renders them unable to

perform their essential job functions or jeopardizes the health and safety of themselves or others. The company will attempt to assist its team members through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the company's policies and applicable federal, state or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as a team member's personal property when the company has reasonable suspicion to believe that the team member has violated this substance abuse policy.

Although the state has legalized marijuana for medicinal purposes, the company is not required to allow the medicinal use of marijuana in the workplace. Use is strictly prohibited on company property and may result in discipline, up to and including immediate discharge.

This policy represents management guidelines. For more information, please speak to your supervisor.



## **Receipt of Team Member Handbook and Employment-At-Will Statement**

This is to acknowledge that I have received a copy of the ABI Resources, LLC Team Member Handbook and I understand that it contains information about the employment policies and practices of the company. I agree to read and comply with this Team Member Handbook. I understand that the policies outlined in this Team Member Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the team members and the company. I understand that this Team Member Handbook supersedes and replaces any and all prior Team Member Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Team Member Handbook at any time without further notice. All such revisions, deletions or additions to the Team Member Handbook will be in writing and will be signed by the office manager of the company. I understand that no oral statements or representations can change the provisions of this Team Member Handbook.

I understand that this Team Member Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Team Member Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS TEAM MEMBER HANDBOOK, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS TEAM MEMBER HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, TEAM MEMBER OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY TEAM MEMBER FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE OFFICE MANAGER OF THE COMPANY.**

I understand that this Team Member Handbook refers to current benefit plans maintained by the company and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Paid Time Off (PTO) Policy in this Team Member Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I also understand that if a written contract is inconsistent with the Team Member Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Team Member Handbook, I will ask my supervisor or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

TEAM MEMBER

SIGNATURE \_\_\_\_\_



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NAME \_\_\_\_\_

DATE \_\_\_\_\_

TEAM MEMBER

SIGNATURE \_\_\_\_\_



## **Receipt of Changes or Additions to Team Member Handbook**

I received a revised copy of the updated policies for my Team Member Handbook. I understand that I am responsible for reading the updated and/or new policies, replacing them in my Team Member Handbook with this revised version, and complying with the revised policies. The policies which have been updated and/or added to the Team Member Handbook include:

- Acceptable Use of Electronic Communications
- Attendance and Punctuality
- Care of Clients and conservator Records
- Categories of Employment
- Clients and Conservator and Public Relations
- COBRA
- Communication Channels
- Confidentiality of Clients and Conservator Matters
- Conflict of Interest/Code of Ethics
- Contact with the Company
- Contact with the Media
- Disability Leave
- Distribution
- Dress Policy
- Each Team Member's Responsibility
- Employee Assistance Program
- If You Must Leave Us
- In An Emergency
- Lactation Breaks
- Meal Time
- Medical Insurance
- New Team Member Orientation
- No Harassment
- Non-Solicitation
- On The Job Training
- Overtime

Paid Time Off (PTO)  
Paycheck Deductions  
Performance Reviews  
Personal Hygiene  
Personal Telephone Calls  
Pregnancy Accommodation  
Protecting Company Information  
Receipt of Changes or Additions to Team  
Member Handbook  
Receipt of Team Member Handbook and  
Employment-At-Will Statement  
Recording Your Time  
Section 125 Plans  
Smoking in the Workplace  
Social Media  
Standards of Conduct  
Substance Abuse  
Talk to Us  
Visitors  
Wage Disclosure Protection  
Welcome to ABI Resources!  
Work Assignments  
Workplace Violence

In addition, the following policies have been deleted from the Team Member Handbook:

Certification, Licensing and Other Requirements  
On The Job Training  
Personal Property

These Team Member Handbook policies supersede and replace the former Team Member Handbook policies contained in the Team Member Handbook.

**I understand that neither the updated or new policies in this Team Member Handbook nor any other written or verbal communication by a management representative is intended to in any way create a**

**contract of employment for any specified period of time, and that these policies are for informational purposes only. I also understand that the updated and/or new policies do not affect my employment-at-will status, which permits the company or me to terminate the employment relationship at any time, for any reason with or without notice.**

I have read and understand the Paid Time Off (PTO) Policy in this Team Member Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

If I have questions regarding these policies, or the content or interpretation of any policy in the Team Member Handbook, I will bring them to the attention of my supervisor or a member of management.

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Paid Time Off (PTO)  
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Pregnancy Accommodation  
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Receipt of Changes or Additions to Team  
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Receipt of Team Member Handbook and  
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Section 125 Plans  
Smoking in the Workplace  
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