



Report to Maximus, Inc.
Freedom of Association Audit
Date: June 27, 2024

I. Introduction

A. Process

Maximus, Inc. (“Maximus” or the “Company”) requested that Vedder Price P.C. (referred to as “we,” “us,” or “our”) conduct an audit to assess the Company’s legal compliance, and adherence to its stated policies and commitments, with respect to employees’ rights concerning freedom of association (“FOA”), including unionization, within its U.S. workplaces (the “Audit”). The following report contains a summary of our findings, conclusions, and recommendations.

In conducting the Audit, we assessed information available through January 2024. Beginning in October 2023, we reviewed a broad range of documents, evaluated employee complaints, and interviewed a number of the Company’s leaders in labor relations, compliance, and human resources, along with site managers at various locations throughout the Company’s U.S. operations. At all times, the Company provided full access to people and information and fully cooperated with our requests for documents and interviews. At no point did it appear the Company was holding back information or being anything less than forthright.

Broadly, we reviewed documents (collectively “Materials”) related to the following items:¹

- the Company’s annual shareholder meetings;
- communications sent to employees related to union activity;
- the Company’s employment and access policies;²
- the Company’s Human Rights Principles Statement;
- reports made by employees to the Company’s EthicsPoint;
- the Company’s annual global employee engagement surveys;
- the Company’s annual diversity, equity and inclusion reports;
- news articles and other publications mentioning the Company and union activities, including any public statements made by the Company; and
- unfair labor practice charges, EEOC charges, and other administrative charges filed against the Company.

In addition to document review and analysis, we engaged in varied information gathering from employee sources. We also conducted independent social media and internet research.

¹ The scope of our review spanned five years, from 2019 to January 2024.

² We reviewed the versions of the Company’s policies that were current at the time of our review.

As part of the Audit, we welcomed all employee input, by notifying employees of the Audit and the opportunity to participate (directly or anonymously, at their election) via the EthicsPoint hotline. This process ensured employees at all levels of the Company could provide input without interfering with employees' rights under the National Labor Relations Act ("NLRA").³ In order to ensure employees could provide input without interfering with employees' rights under the NLRA, Maximus notified employees of the Audit and the opportunity to participate (directly or anonymously, at their election) via Maximus' EthicsPoint hotline.

Lastly, throughout the Audit process, we engaged with Maximus' Board of Directors for input and direction. This included briefings at the outset of the Audit, during the information gathering process, and at the conclusion of the Audit. At each stage, the Board of Directors asked questions and provided feedback and guidance.

B. Applicable Law

The U.S. law applicable to employees' rights concerning FOA and unionization in a private workplace such as Maximus is the NLRA. However, FOA issues are not limited to contexts involving labor unions. Employees' rights to freely associate with one another extend to all organizations and groups. Accordingly, while we primarily based our review of the Company's responses to union organizing on the applicable standards under the NLRA, we also reviewed Materials and the Company's practices with respect to employee participation in any other organizations in which they may choose (e.g., religious or political organizations).

In its Human Rights Principles Statement, Maximus makes additional commitments to various international guidelines that discuss FOA, including the United Nations Global Compact ("UN Global Compact"), the United Nations Guiding Principles on Businesses and Human Rights ("UN Guiding Principles"), and the International Labour Organization's Declaration on Fundamental Principles and Rights at Work ("ILO Declaration"). Thus, we considered whether the Company fulfills its commitments under its Human Rights Principles Statement as well.

C. Summary Conclusion

In sum, the Audit revealed that Maximus fulfills its stated commitments and legal obligations to comply with applicable U.S. law and human rights standards regarding FOA. Although we recommend some minor updates to a few of the Company's existing policies and that the Company confirm the applicable law in its Human Rights Principles Statement in order to remain current

³ As a party engaged by Maximus, it would be inappropriate, and even unlawful, for us to solicit employee feedback on unionization in direct interviews with employees. For example, the NLRA makes it unlawful for an employer, or any agent of an employer, to coercively question employees about their union activities or union sympathies, poll employees to determine the extent of their support for a union, or otherwise inquire about or create the impression of surveilling employees' union activities. See *Interfering with employee rights (Section 7 & 8(a)(1))*, National Labor Relations Board, <https://www.nlr.gov/about-nlr/rights-we-protect/the-law/interfering-with-employee-rights-section-7-8a1>.

with existing best practices, we determined that the Company protects employees' FOA in all material respects.

II. Background

Maximus is a government contractor that partners with state, federal and local governments, assisting with various management services through its programs and operating divisions. One of the Company's U.S. operating divisions is centered around "contact centers," including a program that administers the Centers for Medicare & Medicaid Services ("CMS") Contact Center Operations ("CCO"). The CCO program employs roughly 6,800 employees (which may fluctuate during open enrollment), or roughly 17.4% of the Company's approximately 39,000 employees.

In November 2018, Maximus acquired and assumed control of several CCO facilities that were previously operated by General Dynamics Information Technology ("GDIT"). A subset of the CCO sites have been the primary target of union organizing about which Maximus has been aware during the relevant Audit period; therefore, CCO sites are the primary focus of the background discussion hereafter.⁴

While the CCO sites were still being operated by GDIT, they experienced union organizing activity from the Communications Workers of America ("CWA"). That activity continued after Maximus took over the CCO facilities. Specifically, organizing efforts were concentrated in Hattiesburg, Mississippi, and at one of the company's subcontractor facilities in Bogalusa, Louisiana; very minor activity also occurred in Chester, Virginia; and London, Kentucky, at times.

CWA organizing efforts at Maximus have included different events where organizers come to a Maximus facility or an area adjacent to a Maximus facility in order to pass out materials or food and ask employees to sign various petitions and/or union authorization cards. Sporadically, CWA has organized events away from the Company's facilities, such as a barbeque or a picnic. The Company did not prevent or discourage such events from occurring; nor did the Company prevent or discourage employees from attending such events. There have also been occasions where employees wore clothing or paraphernalia (e.g., red t-shirts) with a message supporting CWA, which the Company has not prohibited or interfered with in any way. Overall, CWA demonstrations have been respectful events by all parties, and there has not been any violence, or any threat of violence, made during a CWA event.

A small number of employees have also participated in a few temporary demonstrations organized by CWA at CCO locations. Those demonstrations are generally brief (i.e., two hours), during the work day, and occur without incident or disruption to operations. The Company takes great care to ensure that those participating can exercise their rights without any adverse consequences, real or perceived. Employees are expressly granted excused time off and their productivity tracking is not impacted by their absence during their shift, whether or not they give advance notice of their

⁴ One other Maximus program, Veteran Evaluation Services ("VES"), experienced union organizing activity briefly in 2021, but there was no demand for recognition or petition filed, and Maximus is not aware of any union organizing activity since.

participation.⁵ Similarly, the Company has no incentive structures in place for supervisors or managers that are impacted by employee participation in union activities.

Our Audit showed that the Company permits employee events and properly handles employee demonstrations, thereby supporting employees' FOA rights. There have been no allegations of disciplinary action, terminations, retaliation, or other adverse consequences for employee participation in demonstrations. Additionally, there is no evidence that Maximus exercises any surveillance or monitoring of workers for the purpose of gauging their union support.

While Maximus supports employees' FOA rights, the Company has policies in place which impact employee FOA, but only in legally permissible ways. For example, the Company limits access to its property to only employees and business-conducting visitors. This is done in accordance with a neutral, evenly enforced, lawful solicitation and distribution policy. At times, the Company has asked non-employees to leave its property, including some that have been present during union organizing events, but the Company always makes clear that only non-employees are required to leave and that employees are permitted to stay and engage in protected activities. The Company appropriately limits the exercise of this policy to its own property or property it controls. So, in those Maximus workplaces that are located within multi-use properties where other tenants lease space in addition to Maximus, the Company does not involve itself in regulating access to the shared portions of the property or other the areas it does not control. Instead, in those circumstances, Maximus only ensures that the Company's employees can physically enter and exit its facilities. A number of the unfair labor practice charges discussed in Section III, F, below, allege that the Company has unlawfully excluded individuals from its property. However, there has been no finding to that effect and there is no indication that the Company applies its policies unlawfully.

There have never been any employees terminated or disciplined for participating in union organizing activities. There is no indication that support for a union is a factor in any employment

⁵ Prior to enlisting employees to engage in a demonstration, CWA usually sends a list of expected participants to the Company. In the normal course of its business, the Company tracks employees' attendance through a system called Attendance Tracking Tool and uses a call routing system at its CCO facilities called Aspect. When an employee is included on the Union issued participant list for a demonstration, the Company will enter time off in the Company's systems so that employees are not disciplined for missing work and so that their key performance indicators are not impacted by their absence. The Company uses the code Approved Time Off Special for this purpose. This code is used for all manner of time off that is approved at a manager's discretion (non-vacation time), therefore, it is not a scarlet letter identifying union supporters. For example, this code is used for time away from work whether paid or unpaid, such as a break after a difficult phone call, personal leave, family emergency, or any other reason, therefore, use of the code does not identify individuals as union supporters or provide a database of same (and there was no other documentation of union support found which could otherwise be used for any purpose). The Company follows this same process for employees that do not appear on the anticipated participant list but who otherwise chose to participate in the demonstration and are absent as a result thereof. This includes when an employee requests the time to be applied retrospectively, after the date of the event.

related decision. In fact, over the last five years, some of the most public supporters of CWA have been promoted to management or supervisor positions. For example, one employee who made many public statements in support of CWA over the years, including at the Company's annual shareholder meeting in 2019,⁶ was promoted to a manager position, as discussed below.

Generally speaking, the union activity has lessened since Maximus assumed control of the CCO facilities.⁷ Currently, the Hattiesburg facility experiences the most ongoing and active organizing with employee participation, though CWA occasionally holds organizing events or arranges partial demonstrations at other Maximus locations.⁸ To date, there has been no indication that a majority of the Company's employees (or even a substantial portion) support CWA or any other union at any Maximus facility. Significantly, if CWA did have the support of a majority of the Company's employees, it could demand recognition and bargaining from the Company without an election under the current legal standard set by the National Labor Relations Board ("NLRB") last year.⁹ Similarly, CWA could file for a representation election with signed authorizations from at least 30% of employees in a proposed bargaining unit at any given time.¹⁰ CWA has made no such demand nor filed any petition for election, and Maximus has no basis for believing a majority of employees at any Maximus facility wants to be represented by any union. Ultimately, our Audit did not lead to any information indicating a majority of employees support CWA. There were no petitions, no claims or demonstrations of majority status, and no other information which would indicate majority support.

III. Compliance with Applicable Law

In the U.S., Section 7 of the NLRA grants employees foundational workplace rights. Specifically, Section 7 ensures employees' "right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection."

⁶ *At Shareholder Meeting, Call Center Workers Send Clear Message: Maximus, Respect Our Right to Organize!*, Communications Workers of America, <https://cwa-union.org/news/releases/shareholder-meeting-call-center-workers-send-clear-message-maximus-respect-our-right> (March 20, 2019).

⁷ Effective in or about June 2023, the Bogalusa facility was subcontracted to Capitol Bridge LLC.

⁸ *Maximus Workers Organizing With CWA Stage Largest Federal Call Center Strike in History*, Communications Workers of America, <https://cwa-union.org/news/maximus-workers-organizing-cwa-stage-largest-federal-call-center-strike-history> (November 16, 2023). For example, CWA claimed in November 2023 that 700 call center workers in Hattiesburg, Mississippi; Bogalusa, Louisiana; Albany, New York; Chester, Virginia; Phoenix, Arizona; London, Kentucky; and Tampa Florida participated in a demonstration. There is nothing to substantiate the attendance claims as to Maximus employees.

⁹ *Cemex Construction Materials Pacific, LLC*, 372 NLRB No. 130 (August 25, 2023).

¹⁰ *Representation Petitions – RC*, National Labor Relations Board, <https://www.nlr.gov/reports/nlr-case-activity-reports/representation-cases/intake/representation-petitions-rc>.

There are five broad categories of violations of the NLRA, or unfair labor practices, that can be committed by employers:

- Section 8(a)(1) violations: Interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7.
- Section 8(a)(2) violations: Employer domination or control of unions; recognizing a union that does not have majority support; making financial contributions to a labor union.
- Section 8(a)(3) violations: Discrimination against employees to encourage or discourage union organizing or membership.
- Section 8(a)(4) violations: Discrimination against employees for filing charges or giving testimony.
- Section 8(a)(5) violations: Failure to bargain in good faith with a union that has majority support or is certified as the exclusive representative of a unit of employees.

We requested and reviewed volumes of documents related to the Company's obligations under the NLRA. We further reviewed all unfair labor practice charges filed against the Company in the past five years (since 2019). Finally, we conducted interviews and ongoing follow-up with various Maximus stakeholders. We determined that the Company complies with applicable law in all material respects, as detailed further below.

A. The Company's Communications

i. News Articles and Other Publications

We reviewed over 900 news articles and other publications mentioning unions or concerted activity at Maximus, most of which included statements made on behalf of the Company. None of the statements made on behalf of the Company discourage employees from freely associating with one another or any third party, nor do they unlawfully coerce employees from exercising their rights under the NLRA. Most of the Company's statements simply point out facts in response to, or in relation to, accusations made against the Company. Additionally, Maximus' public statements regarding union organizing typically include support for employees' FOA. For example, in response to a report that demonstrations were taking place at Maximus locations in June 2023, the Company stated, "Maximus welcomes the opportunity to engage directly with our employees and work together to resolve their concerns. We respect our employees' legal right to attempt to organize, and any information we provide is designed to help them make an informed decision about union representation."¹¹ Maximus' public communications in no way interfere with,

¹¹ *Workers at federal health care call center hold 1-day strike outside of Tampa*, Florida Phoenix, <https://floridaphoenix.com/2023/06/05/workers-at-federal-health-care-call-center-hold-1-day-strike-outside-of-tampa/> (June 5, 2023).

restrain, or coerce employees with regard to their right to associate with a union or any other organization.

ii. Communications to Employees – No “Anti-Union” Playbook or Use of Anti-Union Consultants

In reviewing the relevant Maximus documents, we found no “anti-union” playbook, i.e., instructions to supervisors (whether written or verbal) to coerce or restrain employees’ right to FOA or to violate U.S. law in any way. Nor did we find evidence that Maximus uses anti-union consultants to dissuade employees’ exercise of FOA rights. Managers at both the leadership level and at individual worksites are well-trained on how to respond to union activity lawfully and in a manner that is sensitive to employees’ rights. Like the Company’s media statements discussed above, the Company’s communications directly to employees suggest that employees have free choice to participate in union organizing, protected activities, and demonstrations.

We reviewed a total of 32 communications sent from the Company directly to employees related to union organizing activity since 2019. Such communications were distinctly educational or informative in nature. None of the statements cast CWA as Maximus’ adversary or opponent nor do they tell employees not to support, join, or assist the union. In fact, the communications did not even contain statements of Maximus’ preference as to how employees react to union organizing (though, under U.S. law, Maximus could have legally done so). Further, management representatives were consistent in their understanding of Company policies and protocols, enforcing legally permissible limits concerning solicitation and distribution, but otherwise respecting employee choice.

We conclude that the purpose of the Company’s communications was to educate or inform employees about various aspects of unionization, rather than to influence employees’ decision whether or not to join a union or participate in union activity. The communications were most often used to explain the legal significance of signing a union authorization card or other similar document and in all instances assure employees that they have the right to choose. For example, in a communication sent to employees in Hattiesburg, Mississippi, on November 21, 2023, the Company informed employees that the CWA was on site approaching employees.¹² The Company stated: “We’ve heard that the union may be asking employees to sign something, although we are unsure what that might be. It is always your choice whether to provide your signature, but we just want to remind you to carefully read and understand anything you may be asked to sign.”

The Company went on to explain:

In some cases, a request to sign a “show of interest” list may actually have language that could be used to authorize an election. These are known as union authorization cards. Authorization cards do not simply indicate your interest in the union, nor is it a request for more information. The lists could be used to authorize an election,

¹² Hattiesburg – Be aware of what you sign Maximus – Contact Center Operations, <https://maximus-cco.us.newsweaver.com/a7ubbase02/ym2cgmmmtgm> (November 21, 2023).

or even lead to union representation at Hattiesburg without an election. This could happen even if it was not your intent to sign a union authorization card, or if you change your mind about union representation.

Authorization cards come in many forms, such as a petition, a notecard, a paper sign-up sheet (similar to an attendance sheet at a company meeting), a card for a drawing, or a form you fill out online. Please pay close attention to the wording on the document and what you're authorizing by signing.

Another frequent example of a communication sent to employees is the Company's response to reports that CWA has been visiting employees at their homes, calling their personal phone numbers, or emailing their personal email addresses. In our interviews, Maximus site managers expressed the common concern over the fact that employees had approached management complaining about their incorrect belief that Maximus had provided employees' personal information to CWA. The communication sent to Tampa, Florida, employees on June 2, 2023, is one example of the Company's statements to employees on this issue to address the concerns raised by employees upset about being contacted at home.¹³ In that communication, the Company reminds employees that Maximus does not give CWA any information about its employees, and that unions are in need of new members, which is why they approach Maximus employees. Further, the Company informs employees of their rights and to be careful when signing documents:

We want to remind you that you have rights.

- You are certainly allowed to speak to union representatives, but if they visit you at home, you are not required to speak with them and you have the right to ask them to leave and not come back.
- If the union approaches you in public and tries to hand you something, you have the right to say "No" and ask them to leave you alone.
- If the union calls you on your home or cell phone, you can treat them like any other telemarketer – you have the right to say "No" and you can ask them to stop calling you.
- If the union sends you an email or text message, you can treat them like any other salesperson – you have the right to say "No" and ask them to take you off their list or unsubscribe.

You have the right to ask the union how they received your home address or contact information.

¹³ *All Tampa Staff – CWA Home Visits*, Maximus – Contact Center Operations, <https://maximus-cco.us.newsweaver.com/a7ubbase02/wqny6b18yp1>.

As always, be careful of what you sign because it could be a union authorization card or petition. Despite what you may be told by the union, it may not be just a “show of interest” or a way to get on a union mailing list. It could be a document with legal consequences and could authorize an election. This could force you into a union even if you disagreed.

Again, the communication was sent out after employees complained to Maximus.

There were no communications suggesting that employees would have anything but a free choice to participate in union activities or protests. The Company consistently states that employees have the choice to talk to CWA or sign an authorization card. Similarly, there was no evidence that non-supervisory employees were forced to participate in mandatory meetings regarding CWA or any other union activity. For example, in a communication sent to employees in response to union activity at the Company’s VES Program, the Company invited employees to a meeting to discuss “union-related topics like: What is this activity all about? Who does it affect? How does action or inaction influence outcomes? What are the next steps?”¹⁴ However, the Company was clear that “[t]his is a voluntary meeting, and you will be paid for your time.”

iii. Annual Shareholder Meetings

In the last five years, there was only one occasion at an annual shareholder meeting, where unionization was a topic of discussion. At the shareholder meeting held March 20, 2019, approximately three Maximus employees attended the meeting wearing t-shirts supporting CWA.¹⁵ There was also a small gathering of individuals supporting CWA outside of the Company’s headquarters in Reston, Virginia, where the meeting was held. The CWA supporters live-streamed the gathering on a Facebook page titled “Call Center Workers United”.

The President and Chief Executive Officer of the Company called the meeting to order at 11:00 a.m. and the Secretary of the Company proceeded to the business of the meeting. Votes were taken on typical action items. For example, Ernst & Young LLP was elected as the Company’s independent public accountants for the fiscal year. An advisory vote was taken and affirmed the compensation of the named executive officers in the Company’s proxy statement. At 11:10 a.m., the official portion of the meeting was adjourned.

After the official portion of the meeting ended, during the questions and answers segment, an employee at Maximus’s call center in Hattiesburg, Mississippi, delivered a speech.¹⁶ The employee requested that Maximus respect employees’ right to organize and that the Company’s senior

¹⁴ *Veterans Evaluation Services – You’re invited: Labor union discussion, March 22*, Maximus Corporate Communications, <https://maximus-corporate-communications.us.newsweaver.com/1n2d4a5pvv/bf24py89gj8>.

¹⁵ There were no complaints or allegations indicating Maximus limits employees’ ability to express their support for unions or any other organization through their attire or paraphernalia.

¹⁶ See *supra* note 6.

leadership hold a meeting with the employees.¹⁷ After the meeting ended, the employee discussed her conversation at the outdoor demonstration and on the Facebook live-stream. There, the employee indicated that the Company said it would be happy to meet with employees, but it would not meet with CWA. Although she stated her concerns were not adequately addressed, the employee made no allegation that she was treated improperly or unlawfully by those present at the meeting. The employees who attended the meeting uninvited were reportedly not asked to leave the meeting and were treated cordially. This was the only time that any witness recalled unionization being discussed at a shareholder meeting.

B. Global Employee Engagement Surveys

We reviewed the Company's annual Global Employee Engagement Survey ("GEES") results since 2021, when the GEES system was implemented by Maximus.¹⁸ We determined that none of the questions posed were designed to draw out employees' sentiments towards CWA or any other union, nor as to any other particular third-party organization. Further, there was no indication that the GEES was used for the purpose of determining employee sentiment toward unions or any third-party organizations in any of the Executive Briefings assembled by PricewaterhouseCoopers analyzing the results. Similarly, there was no indication that the GEES was used to solicit employee grievances in response to organizing activity. Individual employees' responses were confidential and not reported in the Executive Briefings. Moreover, there was no site-specific data reported which could be utilized to target any particular workplace (i.e., no specific data which would allow comparisons of sites where Maximus is aware organizing was/is present to other sites where organizing was not/is not present).

The results of the latest GEES provide evidence of positive employee relations and a work environment that is conducive to employees' FOA. The 2023 GEES was administered to 37,633 Maximus employees from February 1 through March 6, 2023, with 22,602 of the Company's 29,802 U.S. employees completing the survey (a strong response rate of 76%). The GEES included 41 core items and five supplemental items that employees scored on a five-point scale.¹⁹ In one key metric, the Engagement Index,²⁰ the Company received 76% favorable responses,²¹ up 3% from 2022 and 8% from 2021. 84% of employees surveyed agreed with the statement "I intend to stay with the Company for at least another 12 months" with 4% of employees disagreeing with

¹⁷ A prerecorded version of the employee's remarks was posted to the Facebook live-stream, which was reviewed for purposes of the Audit.

¹⁸ Although the 2024 items and questions were made available to us for our review, the results of the 2024 survey are not yet available.

¹⁹ 1 means strongly disagree, 2 means disagree, 3 means neither agree nor disagree, 4 means agree, and 5 means strongly agree.

²⁰ The Engagement Index is made up of responses to the following items: (1) I am proud to work at the Company; (2) I feel a sense of belonging at the Company; (3) I feel motivated at work; (4) I would recommend the Company to others as a great place to work; and (5) I intend to stay with the Company for at least another 12 months.

²¹ Favorable responses are either 4 (agree) or 5 (strongly agree).

that statement. Additionally, 80% of employees agreed with the statement that “I am proud to work at Maximus” with 5% disagreeing.

Similarly, the Company received a 78% favorable score on the Diversity Equity and Inclusion Index,²² up 2% from 2022 and 9% from 2021. 84% of employees surveyed agreed with the statement “my manager respects and actively encourages diversity, equity, inclusion within our team” with 3% of employees disagreeing with that statement. Moreover, 80% of employees agreed with the statement that “people are treated fairly at [the] Company regardless of differences in race, ethnicity, gender, age, religion, sexual orientation, etc.” with 7% disagreeing.

Employees were specifically surveyed on issues regarding the overall work environment. For example, 86% of employees agreed with the statement “I trust my immediate supervisor/manager” with 5% disagreeing. Additionally, 84% of employees agreed with the statement “my colleagues treat everyone with dignity and respect” with 5% disagreeing. Further, 78% of employees agreed with the statement “I am encouraged to initiate change if I see a better way of doing things” with 8% of employees disagreeing. Lastly, 79% of employees agreed with the statement “I can be my authentic self at work” with 8% disagreeing.

C. Diversity, Equity and Inclusion Reports

Maximus publishes an annual report on its diversity, equity and inclusion goals, efforts, and accomplishments for the prior year. The 2023 report was published in late 2023 and detailed Maximus’ commitment to implementing equitable practices, offering opportunities for growth and fostering a diverse and inclusive workforce. The report summarizes Maximus’s ongoing and increasing efforts (e.g., employee resource groups, a Historically Black Colleges and Universities collaboration, employee mentoring, and a gender inclusive restroom initiative) and provides data demonstrating increases in the numbers of women in mid-management and executive management, increased numbers of people of color working at all levels of the Company, and increased supplier diversity, thereby evidencing the impact of Maximus’ efforts. The report reiterates the ongoing commitment to continue its diversity, equity and inclusion journey. The report provided no indication or information to support the supposition that employees FOA rights are infringed upon.

D. Employment and Access Policies

From a complete list of the Company’s policies, including over 260 documents in total, we identified 92 as facially neutral but potentially relevant to FOA and subjected them to more detailed review under the NLRB’s standard for when the maintenance of a facially-neutral policy violates the NLRA.

²² The Diversity Equity and Inclusion Index is made up of responses to the following items: (1) where I work, I feel heard when I speak or share; (2) I am satisfied with actions leadership has taken to build a diverse and inclusive work environment; (3) people are treated fairly at Company regardless of differences in race, ethnicity, gender, age, religion, sexual orientation, etc.; and (4) my manager respects and actively encourages diversity, equity, inclusion within our team.

Under *Stericycle, Inc.*, 372 NLRB No. 113 (Aug. 2, 2023), the NLRB revised a previous standard²³ for examining workplace rules and implemented a new standard. Under the new standard, the NLRB's General Counsel²⁴ has the initial burden to prove that a challenged rule has a "reasonable tendency" to chill employees from exercising their Section 7 rights. If an employee could "reasonably" interpret the rule as having a coercive meaning, the General Counsel will have met her burden and demonstrated that the rule is presumptively unlawful, even if a contrary, non-coercive interpretation is also reasonable.

According to *Stericycle, Inc.*, the NLRB will interpret rules from an employee's perspective, meaning the employer's stated intent in drafting the rule is immaterial. Because employees are economically dependent on the employer, the NLRB will assume that employees are "inclined to interpret an ambiguous rule to prohibit protected activity [the employees] would otherwise engage in." The burden will then shift to the employer to prove that the rule advances legitimate and substantial business interests that cannot be achieved by a more narrowly tailored rule.

After reviewing the myriad of policies maintained by the Company, we recommended slight adjustments to the language of just a few policies in order to ensure neutrality (as opposed to any wholesale changes). In reviewing our findings with respect to these policies, the Company implemented our suggested revisions. Accordingly, the Company's policies are lawful under the NLRB's *Stericycle* standard because they either cannot be read, from an employee's perspective, as implicating Section 7 activities, or they are sufficiently narrowly tailored and justified by the Company's valid business justifications.

E. EthicsPoint Data

The Company maintains an ethics hotline and a website for employees to report any workplace complaints or ethics violations called EthicsPoint. Complaints can be made anonymously or in an employee's own name. After an employee makes a report to EthicsPoint, the Company investigates the claim to determine if the claim can be substantiated. If a claim is substantiated, the Company takes the appropriate actions to remedy the issue.

For the Audit, we asked the Company to search all EthicsPoint cases since 2018 (when the EthicsPoint system was implemented to replace the Company's prior system) for key words related to employees' FOA. The Company returned a summary of 75 potentially Audit-relevant individual EthicsPoint cases, which we reviewed. Of those, we determined that there were six claims reported that involved issues of FOA, as detailed below.

- In one case from Hattiesburg, Mississippi, in January 2019, the reporter alleged that they were unfairly terminated due to their use of profanity and association with CWA. The Ethics team's investigation found that the Human Resources department properly conducted an investigation into allegations of the reporters' inappropriate workplace conduct, determined the conduct occurred, and that the appropriate

²³ The previous standard for reviewing employer policies was established in *Boeing Co.*, 365 NLRB No. 154 (2017).

²⁴ The NLRB's General Counsel acts as the NLRB's prosecutor for unfair labor practice charges.

response to the threatening and violent behavior which occurred during an altercation on the production floor with another employee was termination. The Company found no evidence to support a relationship between the reporter's union affiliation and the reporter's termination and upheld the determination of the Human Resources department after finding no basis for the reporter's complaint.

- A reporter in Lawrence, Kansas, in February 2020, alleged that the reporter's right to religious freedom had been violated by a request to confirm their ongoing need for their approved religious accommodation to wear a head covering at work. The reporter alleged that they were being forced to reapply for the accommodation every six months; however, the Company determined the reporter was mistaken regarding the Company's policy. The reporter was only required to confirm the need for accommodation, by the Company's Accommodations team, not to reapply, and there was no impermissible impact on FOA thereby.
- A conflicts of interest report was made in Hattiesburg, Mississippi, in March 2020, alleging that an employee inappropriately accessed employee data in the Company's Human Resources database to provide to a union. The Company found no evidence to support the reporter's claim and no further action was taken.
- In December 2021, in Riverview (Tampa), Florida, a reporter alleged that a supervisor asked the reporter to remove a bandana that the reporter was using as a headband, or to go home because the bandana symbolized a gang affiliation. The reporter chose to go home. After investigation, the Company determined the bandana was not prohibited by the Company's policy and the Ethics team made a recommendation to pay the reporter for the time missed. In connection with the Audit, we confirmed that the reporter was, indeed, paid for the time missed in accordance with the Ethics team's recommendations.
- A reporter in Bogalusa, Louisiana, alleged in June 2022 that they were harassed due to a medical condition and that the Medical Accommodation and Leave Team ("MALT") took actions against the reporter due to the reporter's union association. The Company's investigation determined that the allegation of harassment was unsubstantiated and MALT appropriately and consistently applied the correct processes regarding administering and evaluating the reporter's medical condition, as applied to all employees. No actions taken were related to reporter's union association or anything other than standard medical accommodation handling. The reporter had exhausted available Family and Medical Leave Act ("FMLA") hours; therefore, MALT initiated non-FMLA leave of absence on the reporter's behalf. When the required documents were not received from the reporter's doctor, MALT followed up with the reporter to inform the reporter the required documentation was still outstanding. Subsequently, once appropriate documentation was received, the reporter was approved for the leave. The handling of the medical condition was consistent with the Company's policies and procedures for all employees, and there was no deviation or different treatment, much less any indication that union

association impacted handling. As a result, there was no impermissible restraint or coercion of reporter's FOA rights.

- In June, 2023, a reporter alleged unfair treatment after receiving a coaching regarding a headwrap. The investigation revealed that the reporter's headwrap violated that Company's dress code and the coaching was appropriate. There was also an allegation that the reporter was treated unfairly when the reporter's badge was temporarily deactivated after the reporter abruptly left the facility mid-shift, which was perceived as job abandonment. The Company's investigation determined that when the reporter returned to work the next day, the reporter's badge was reactivated as a result of returning to work. There was no allegation or information to indicate that the reporter's job abandonment the day prior was in any way related to protected concerted activity.

Our review of the EthicsPoint data determined that six cases since 2018 contained FOA related complaints, all of which were either unsubstantiated or remedied by the Company.²⁵ Our review concluded that the EthicsPoint system is a powerful tool for protecting employees' FOA at Maximus.

F. Unfair Labor Practice and Other Government Agency Charges

We investigated the unfair labor practice charges filed against the Company since 2019 via all available documentation, including documents retrieved from the Company, the Company's outside counsel, and the NLRB pursuant to the Freedom of Information Act, as well as through interviews as to the allegations against Maximus.

When the NLRB investigates an unfair labor practice charge, it does so through its staff at its 32 Regional offices. The typical process includes taking affidavits and other evidence from the charging party, followed by requesting a written position statement, specific pieces of evidence, and sometimes affidavits from the charged party. If the Region determines the charge has probable merit, the Region issues a complaint alleging specific violations of labor law. Then, the parties proceed to an administrative hearing before an administrative law judge who issues a decision on the merits and makes a recommended order to the NLRB. These decisions can then be appealed to the NLRB for a final and binding order.²⁶

Over the period covered by the Audit, 20 unfair labor practice charges were filed against the Company:

²⁵ There were no FOA complaints or allegations received after Maximus issued correspondence encouraging employees to report same.

²⁶ NLRB decision may be appealed to the an appropriate U.S. Court of Appeals, and ultimately the U.S. Supreme Court. *Decided Cases*, National Labor Relations Board, <https://www.nlr.gov/about-nlr/what-we-do/decide-cases>.

- seven of the charges related to the Company's Bogalusa, Louisiana, CCO facility;²⁷
- seven of the charges related to the Company's Hattiesburg, Mississippi, CCO facility;
- two of the charges related to the Company's Chester, Virginia, CCO facility;
- two of the charges related to the Company's Lawrence, Kansas, CCO facility;
- one of the charges related to the Company's Tampa, Florida, CCO facility; and
- one of the charges related to the Company's Austin, Texas, Information Technology operation.²⁸

The NLRB's investigation into the above referenced charges has resulted in the NLRB issuing only one complaint against the Company.²⁹ That case was a consolidated complaint of two charges involving allegations from 2019 and 2020 regarding certain of the Company's policies and low level corrective actions³⁰ that were issued as a result of violations thereof to two customer service representatives.

Specifically at issue in the first charge³¹ was an incident in April 2019 when a group of CWA representatives organized a demonstration in the Bogalusa CCO facility's parking lot. The union alleged that the Company summoned the police to remove union representatives from the parking lot and instruct off-duty employees to cease encouraging employees to learn about the union in the parking lot.

²⁷ One of the recent charges filed against the Company on November 8, 2023 in Bogalusa, Louisiana, Case No. 15-CA-329623, contains no substantive allegation against Maximus and is simply a claim that Maximus is a joint employer with Capital Bridge LLC, the entity that now operates the Bogalusa CCO facility and has done so since June 2023. The NLRB has not requested any evidence or a statement of position from the Company with respect to this charge, and the Company does not anticipate any such request in the future, as the Company is no longer involved in the operation of this facility. We understand the Bogalusa to be fully contracted out to Capital Bridge LLC, such that Maximus is not likely to be a joint employer.

²⁸ This charge, Case No. 16-CA-268173, was filed by an individual, without a labor organization attached. The individual involved was assigned to the Company's Information Technology operations for a project administered by the State of Texas. The individual was not employed by Maximus and was employed by a third-party contractor. The Company signed a contract with Texas containing a provision that required Maximus to reduce the number of IT workers staffed on the project. As a result, Maximus coordinated through its broker for agency contracts to end the individual's assignment. The NLRB issued a merit dismissal of the charge on February 10, 2021.

²⁹ Case No. 15-CA-240635 and Case No. 15-CA-258452.

³⁰ A verbal coaching session, and e-coaching documentations.

³¹ Case No. 15-CA-240635.

The Company maintains a lawful policy that prohibits non-employees from soliciting or distributing materials on its property. On the day of the demonstration, a third-party security guard informed the non-employee union demonstrators they were in violation of the Company's policy and asked them to leave. When they refused, Maximus called the local police for assistance. Eventually, the police instructed the CWA representatives to leave, and the protesters complied. Maximus employees were not asked to leave, and Maximus did not ask the police to remove Maximus employees.

Also at issue in the first charge was an incident that took place the day prior to the demonstration, when an employee came to the facility and sat in the break room, even though she was not scheduled to work, and was holding a poster inviting employees to a barbeque sponsored by CWA. The Company had a policy prohibiting employees from remaining inside the internal areas of the facility when they are not scheduled to work. Accordingly, a manager asked the employee to leave the building. After an initial objection, she exited. However, a few minutes later she reentered the building and walked a lap around the production floor holding the poster before leaving for a second time. The employee was issued a verbal coaching session for her conduct in violation of Company policy.

The second charge³² at issue in the complaint involved incidents in early 2020 when the two customer service representatives displayed unlaminated posters in their work areas soliciting union support. To fulfill security obligations to Maximus' client, CMS, each facility maintains a "Secure Floor" policy to safeguard beneficiary and customer personal identifiable information and protected health information ("PII/PHI"). Areas where PII/PHI is located have strict requirements for what employees may bring to their personal workstations. The only items authorized are personal photographs or certificates (i.e., diplomas), provided they are framed or laminated. Even work materials, if printed, are required to be laminated. The employees were asked to remove their unlaminated posters and were issued e-coachings for their policy violations. Notably, at the same time, the Company allowed employees to set up tables in non-work area break rooms and outside the facility to pass out CWA materials during non-working time.

In order to resolve the complaint without requiring further investigation or hearing, the Company entered into an informal settlement agreement, approved by the NLRB Regional Director for Region 15, on August 9, 2021. Significantly, the settlement agreement contains express language stating that by entering into the agreement, the Company was not admitting a violation of the law. The Company submitted a certification of compliance on August 26, 2021, indicating that the required postings were made in accordance with the terms of the settlement agreement. Additionally, the certification of compliance indicated the Company expunged from its records any reference to the e-coaching that the employees received. The Company submitted an additional certification of compliance on October 25, 2021, indicating that the Company rescinded its policy preventing off-duty employees from accessing the facility. Notably, the settlement did not require the Company to rescind its Secure Floor policy or its policy preventing non-employees from soliciting or distributing materials on the Company's property. The actions taken by Maximus were appropriate and adequately addressed the alleged violation of law.

³² Case No. 15-CA-258452.

Of the 20 total charges filed against Maximus since 2019, nine remain open and subject to investigation by the NLRB³³ while 11 have been closed.³⁴ The closed charges, aside from the two described above, involved a variety of allegations, all of which were withdrawn or dismissed. Many of the charges involve interactions in the Company's parking lot where non-employees were asked to leave, or when non-employees were otherwise prohibited from accessing the Company's facilities.

Review of the evidence submitted in these cases demonstrates that Maximus has a lawful, neutral policy prohibiting non-employees from soliciting or distributing materials on its property and such policy is evenly enforced. Moreover, the Company does not prohibit its employees from soliciting and distributing materials in its parking lots and does not otherwise prevent employees from engaging in protected concerted activities, thereby permitting employees to freely exercise their right to FOA.

Of the nine open cases against the Company, seven were filed more than a year ago, and the NLRB has yet to move the cases forward to complaint or dismissal. The NLRB has not sent the Company an evidence letter requesting information or taken steps to inform Maximus as to the substance of the allegations in six of the nine open cases.

It is worth noting that Section 10(j) of the NLRA authorizes the NLRB to seek temporary injunctions against employers and unions in federal district courts to stop unfair labor practices while the case is being litigated before the NLRB in order to preclude harm in those cases where the Region has significant concerns regarding particular violations of law from the outset of the case. According to the NLRB, "these temporary injunctions are needed to protect the process of collective bargaining and employee rights under the [NLRA], and to ensure that [NLRB] decisions will be meaningful."³⁵ Indeed, seeking and obtaining Section 10(j) injunctions has been a point of emphasis for NLRB General Counsel Jennifer Abruzzo.³⁶ The NLRB has not pursued Section 10(j) injunctive relief in any case filed against Maximus.

³³ Case No. 12-CA-329713 (filed November 9, 2023); Case No. 15-CA-329623 (filed November 8, 2023); Case No. 15-CA-318724 (filed May 24, 2023); Case No. 05-CA-314925 (filed March 23, 2023); Case No. 15-CA-306438 (filed November 11, 2022); Case No. 15-CA-305277 (filed October 13, 2022); Case No. 05-CA-301812 (filed August 18, 2022); Case No. 15-CA-301668 (filed August 18, 2022); Case No. 15-CA-292735 (filed March 22, 2022).

³⁴ Case No. 15-CA-240635 (filed April 30, 2019); Case No. 15-CA-243896 (filed June 25, 2019); Case No. 15-CA-253453 (filed December 17, 2019); Case No. 15-CA-256281 (filed February 13, 2020); Case No. 15-CA-258452 (filed March 26, 2020); Case No. 15-CA-261727 (June 15, 2020); Case No. 16-CA-268173 (filed October 23, 2020); Case No. 15-CA-270114 (filed December 11, 2020); Case No. 14-CA-270074 (filed December 11, 2020); Case No. 14-CA-270075 (filed December 11, 2020); Case No. 15-CA-285344 (October 29, 2021).

³⁵ *10(j) Injunctions*, National Labor Relations Board, <https://www.nlr.gov/what-we-do/investigate-charges/10j-injunctions>.

³⁶ *NLRB General Counsel Launches New 10(j) Injunction Initiative When Employers Threaten or Coerce Employees During Organizing Campaigns*, National Labor Relations Board,

Finally, our review of the Equal Employment Opportunity Commission and State Agency charges filed against the Company since 2019 revealed no indication of any employee's FOA being infringed upon. In email correspondence dated November 30, 2023, the Company's then Senior Vice President and Employment Counsel confirmed that none of the claims asserted in the various charges relate to the rights of employees to come together and express, promote, pursue, and/or voice concerns over common interests.

G. Social Media Research

We conducted searches of social media pages related to organizing activity at Maximus and located various social media pages for the "Call Center Workers United." These pages appear to be affiliated with CWA and its efforts to organize Maximus CCO employees. There are accounts for the Call Center Workers United on Facebook,³⁷ Instagram,³⁸ and X (fka twitter)³⁹ and all have relatively small numbers of followers. The accounts post various calls to action regarding organizing activities and update followers regarding events and other ways to aid organizing but no information was found indicating unlawful activity by Maximus.

IV. Human Rights Principles

Maximus is committed to certain human rights principles that apply to all its directors, officers, employees, consultants, and business partners worldwide and has published a policy outlining its commitment thereto, while recognizing that "specific national and local policies also exist and may apply."⁴⁰ Along with other important principles like workplace health and safety, the prohibition of forced and child labor, and employee privacy, Maximus is specifically committed to complying with all relevant applicable laws related to FOA.⁴¹ The Company's statement on its human rights principles references specific guidelines including the UN Global Compact, the UN Guiding Principles, and the ILO Declaration.⁴²

Specifically, as it relates to FOA, UN Global Compact⁴³ Principle 3 states, "[b]usinesses should uphold the freedom of association and the effective recognition of the right to collective

<https://www.nlr.gov/news-outreach/news-story/nlrb-general-counsel-launches-new-10j-injunction-initiative-when-employers> (February 1, 2022).

³⁷ Approximately 1,700 followers.

³⁸ Approximately 970 followers.

³⁹ Approximately 1,000 followers.

⁴⁰ *MAXIMUS Human Rights Principles*, MAXIMUS, https://maximus.com/sites/default/files/documents/MAXIMUS_Human-Rights-Statement_2020.pdf#:~:text=MAXIMUS%20is%20committed%20to%20human%20rights%20in%20every,individuals%2C%20and%20providing%20all%20individuals%20with%20equal%20opportunities.

⁴¹ *Id.*

⁴² *Id.*

⁴³ *Principle Three: Labour, The Ten Principles of the UN Global Compact*, United Nations Global Compact, <https://unglobalcompact.org/what-is-gc/mission/principles/principle-3>. The Ten Principles of the *UN Global Compact* may be found at <https://unglobalcompact.org/what-is-gc/mission/principles>.

bargaining.” The United Nations explains that FOA “implies respect for the right of all employers and all workers to freely and voluntarily establish and join groups for the promotion and [defense] of their occupational interests.” That explanation is qualified in that all employers retain the right to free expression and opinion on the topic of unions, provided that the exercise of this right does not infringe on employees FOA. Under this standard, employees have a free choice so long as their work environment is free of violence, pressure, fear, and threats. Further, the United Nations provides that companies should “[r]espect right of all workers to form and join a trade union of their choice without fear of intimidation or reprisal, *in accordance with national law*.”

The UN Guiding Principles⁴⁴ address human rights generally and make little mention of labor related rights. The UN Guiding Principles provides that a foundational principle of corporate responsibility is that business enterprises protect and respect human rights, understood, at a minimum, as those expressed in the International Bill of Human Rights and the fundamental rights set out in the ILO Declaration. The International Bill of Human Rights,⁴⁵ in turn, is made up of the three components: (1) the Universal Declaration of Human Rights (“UDHR”); (2) International Covenant on Economic Social and Cultural Rights (“ICESCR”); and (3) the International Covenant on Civil and Political Rights (“ICCPR”). Each of these components reference certain rights related to unionization and FOA. For example, the UDHR⁴⁶ at Article 23, Section 4, states “[e]veryone has the right to form and to join trade unions for the protection of his interests.”⁴⁷

The ICESCR,⁴⁸ states at Article 8, Section 1, that parties should ensure the following:

- (a) The right of everyone to form trade unions and join the trade union of his choice, subject only to the rules of the organization concerned, for the promotion and protection of his economic and social interests. No restrictions may be placed on

⁴⁴ *Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework (“UN Guiding Principles”)*, United Nations Human Rights Office of the High Commissioner, https://www.ohchr.org/sites/default/files/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf (2011).

⁴⁵ *International Bill of Human Rights: A brief history, and the two International Covenants*, United Nations Human Rights Office of the High Commissioner, <https://www.ohchr.org/en/what-are-human-rights/international-bill-human-rights>.

⁴⁶ *Universal Declaration of Human Rights*, United Nations Human Rights Office of the High Commissioner, <https://www.ohchr.org/en/universal-declaration-of-human-rights>.

⁴⁷ The ILO has reasoned that the principle of FOA “lays down a right [to associate freely] and not an obligation[,] [so] workers ... remain completely free either to make use of this right or not do so.” Edward E. Potter, *Freedom of Association, the Right to Organize and Collective Bargaining – The Impact on U.S. Laws and Practices of Ratification of ILO Conventions, No. 87 and No. 98* (Wash. Lab. Policy Ass’n) (1984) (quoting International Labor Conference Report VII, 3 1st Sess. 88 (1947)).

⁴⁸ *International Covenant on Economic, Social and Cultural Rights (“ICESCR”)*, United Nations Human Rights (Adopted December 16, 1966). The ICESCR is accessible to the public at <https://www.ohchr.org/en/instruments-mechanisms/instruments/international-covenant-economic-social-and-cultural-rights>.

the exercise of this right *other than those prescribed by law* and which are necessary in a democratic society in the interests of national security or public order or for the protection of the rights and freedoms of others;

(b) The right of trade unions to establish national federations or confederations and the right of the latter to form or join international trade-union organizations;

(c) The right of trade unions to function freely subject to no limitations *other than those prescribed by law* and which are necessary in a democratic society in the interests of national security or public order or for the protection of the rights and freedoms of others; [and]

(d) The right to strike, provided that it is exercised *in conformity with the laws of the particular country*.

Similarly, the ICCPR⁴⁹ states at Article 22:

1. Everyone shall have the right to freedom of association with others, including the right to form and join trade unions for the protection of his interests[;] [and]

2. No restrictions may be placed on the exercise of this right *other than those which are prescribed by law* and which are necessary in a democratic society in the interests of national security or public safety, public order (ordre public), the protection of public health or morals or the protection of the rights and freedoms of others. ...

Lastly, the ILO Declaration,⁵⁰ which is also referenced in the Company's human rights commitments, states that FOA and the effective recognition of the right to collective bargaining is among the fundamental rights that all members have an obligation to respect, promote, and realize. Although the U.S. has not ratified various ILO labor conventions,⁵¹ the rights to freely associate and to collective bargaining are protected in the U.S. Constitution and the NLRA, respectively.

We conclude that Maximus fully respects its commitments to the UN Global Compact, the UN Guiding Principles, and the ILO Declaration. While various labor organizations take the position

⁴⁹ *International Covenant on Civil and Political Rights* ("ICCPR"), United Nations Human Rights (Adopted December 16, 1966). The ICCPR is accessible to the public at <https://www.ohchr.org/en/instruments-mechanisms/instruments/international-covenant-civil-and-political-rights>.

⁵⁰ *ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up* ("ILO Declaration"), International Labour Organization (Adopted 1998, amended 2022). The ILO Declaration is accessible to the public at https://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/normativeinstrument/wcms_716594.pdf.

⁵¹ *Ratifications for United States of America*, International Labour Organization, https://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:11200:0::NO::p11200_country_id:102871 (1996-2017).

that the principles require labor neutrality, prohibiting employers from making lawful statements expressing facts and opinions about unions,⁵² the international standards do not expressly require this.⁵³ None of the principles expressly require assistance to any association or organization by an employer. Instead, they simply protect workers' right to unionize if they choose. This is the same standard that is set forth in Section 7 of the NLRA.

Additionally, the human rights principles contained in the UN Global Compact, the UN Guiding Principles, and the ILO Declaration coexist with the comprehensive regulation of unionization and collective bargaining rights under local laws, such as the NLRA in the U.S. Indeed, many of the foregoing expressly reference limitations under applicable law. Section 8(c) of the NLRA⁵⁴ and the First Amendment to the U.S. Constitution⁵⁵ protect employers' rights to their own opinions on the matter of unionization and their rights to associate and to express their views. Although, for example, the UN Guiding Principles suggest that businesses should "seek ways to honour the principles of internationally recognized human rights when faced with conflicting requirements[.]" as described above, U.S. law does not actually conflict with international human rights principles. As such, Maximus is in compliance with its own human rights principles and the express terms of the various international declarations and principles cited therein.

Given the position taken by various unions that the various international declarations and principles go beyond their stated terms and require labor neutrality rather than compliance with U.S. law, and the possibility that the international interpretations and applications may evolve and change, in an effort to avoid future potential disputes regarding application of Maximus' human rights principles or alleged violations thereof, Maximus should clarify its published human rights principles in certain respects, particularly for application to its U.S. locations. More specifically, we recommend that Maximus expressly state that the application is subject to compliance per U.S. standards under the NLRA and any other applicable local law.

V. Conclusion

Maximus protects employees' FOA and complies with all applicable laws at its U.S. locations. Further, the Company upholds its commitments to broader human rights principles and does not interfere with employees' free choice to form or join any group, including labor unions.

The Company's policies, procedures and protocols, as stated and applied by the leadership team, align with employees exercising their right to freedom of association. Maximus has strong and

⁵² *ILO Complaint Against Starbucks*, Starbucks Workers United, <https://sbworkersunited.org/ilocomplaint> (May 8, 2023).

⁵³ See *supra* note 43.

⁵⁴ "The expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefit."

⁵⁵ "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances."

clear governance around consistent, lawful policies which provide respect for employee FOA rights and limit activities only to the extent permitted by applicable law. The relatively few employees that choose to participate in union sponsored events do so without adverse consequence or retaliation. They may freely wear and display union insignia and paraphernalia, and they may solicit and distribute on Maximus property in non-work areas during non-work time without consequence. Given these findings and Maximus' overall legal compliance, we conclude that the Company's senior leadership fosters a workplace environment that respects workers' rights. The Audit revealed no evidence of anti-FOA actions or intent by Maximus.