

**Accord Interests, LLC**  
**Accord/JGM, LLC**  
**Accord/EMP, LLC**

# ACCORD

## Associate Manual

**Employment Services for  
All Associates**

## **Welcome to Accord**

You have joined an organization that has established an outstanding reputation for quality. Credit for this goes to everyone in the organization. We hope you, too, will find satisfaction and take pride in your work with Accord. As a member of Accord's team, you will be expected to contribute your talents and energies to further improve the environment and quality of the company.

This Associate Manual may provide answers to most of the questions you may have about Accord's benefit programs, as well as company policies and procedures. You are responsible for reading and understanding this Associate Manual. If anything is unclear, please discuss the matter with your manager or supervisor.

We extend to you our personal best wishes for your success and happiness at Accord.

# Notice

This Associate Manual has been prepared to inform you of Accord's history, philosophy, employment practices, and policies, as well as the benefits provided to you as a valued Associate.

## Some Things You Must Understand

The policies in this Associate Manual are to be considered as guidelines.

- Accord, at its option, may change, amend, supplement, delete, suspend or discontinue any part or parts of the policies in this Associate Manual at any time without prior notice as business, employment, legislation, economic and other conditions or considerations dictate, in the sole discretion of Accord.
- Any such action shall apply to existing as well as to future Associates.
- Associates do not accrue eligibility for monetary benefits for which they have not become eligible through actual time spent at work.
- Associates do not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.
- No one other than Joseph G. Mansour, Principal of Accord, may alter or modify any of the policies in this Associate Manual. Any alteration or modification of the policies in this Associate Manual must be in writing, or published on a website for the Company or other business unit where Accord's Associates render services.
- No statement or promise by a supervisor, manager, or department head, past or present, may be interpreted as a change in policy, nor will it constitute an agreement with an Associate.

Should any provision in this Associate Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Associate Manual, but only that particular provision.

This Associate Manual replaces and supersedes any and all other or previous Accord Associate Manuals, or other Accord policies whether written or oral.

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## **About Accord**

**Accord Interests, LLC, Accord/JGM, LLC, and Accord/EMP, LLC** employs all persons engaged in certain affiliate business units.

## **EMPLOYMENT**

### **At-Will Employment**

The following provisions regarding at-will employment do not apply if you have a written employment agreement between you and Accord, which has been fully executed by you and Accord, and has not lapsed by its terms.

Your employment with Accord is at-will. This means that neither you nor Accord has entered into a contract regarding the duration of your employment. You are free to terminate your employment with Accord at any time, with or without reason. Likewise, Accord has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of Accord.

### **Equal Employment Opportunity**

Accord is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, gender identification, age, religion, creed, physical or mental disability unrelated to work duties, marital status, veteran status, political affiliation, or any other factor protected by law. Accord complies with the law regarding reasonable accommodation for handicapped and disabled Associates.

### **Harassment/Violence Policy**

Accord intends to provide a work environment that is free from intimidation, hostility or other offenses or threats which might interfere with work performance. Accord will investigate any complaint of harassment and/or violence and will take immediate and appropriate disciplinary action if harassment has been found within the workplace.

Accord may conduct pre-employment driving, credit, or criminal checks on applicants. When appropriate, driving, credit or criminal records are checked to protect Accord's interest and that of its employees, residents, guests and customers. However, the benefit of such investigations are for Accord, and no Associate should rely on any such investigations for any purpose whatsoever, including without limitation to assess their willingness to be employed by Accord.

## **Work Ethic**

Accord's success has been built on the dedication and hard work of its personnel. All personnel must demonstrate a willingness and ability to consistently work hard. Questionable absences may be cause for termination. In addition, lateness or leaving early without obtaining permission may lead to termination. Your manager may make a note of any absence or lateness, and their reasons, in your personnel file. You may be required to do work that differs from the work for which you were originally hired.

## **Employment Classifications**

At the time you are hired, you are classified as either regular full-time, regular part-time, piece work, or temporary. In addition, you are classified as either non-exempt or exempt.

### **Full-Time Associates**

An Associate who consistently works at least 30 hours per week on at least a one-month consistent basis is considered a full-time Associate. Unless otherwise specified, the benefits described in this Associate Manual apply only to full-time Associates.

### **Part-Time Associates**

An Associate who consistently works less than 30 hours per week, or does not qualify as a full-time associate described above, is considered a part-time Associate. If you are a part-time Associate, please understand that you are not eligible for benefits described in this Associate Manual, except as granted on occasion, or to the extent required by provision of state and federal laws.

### **Regular Associates**

Associates hired to work on a regular basis for an indefinite period of time are classified as "regular" Associates. Such Associates may be either full- or part-time.

### **Temporary "Project" Associates**

From time to time, Accord may hire Associates for specific periods of time or for the completion of a specific project. An Associate hired under these conditions will be considered a temporary Associate. The job assignment, work schedule and duration of the position will be determined on an individual basis. A temporary Associate does not become a regular Associate by virtue of being employed longer than the agreed upon specified period. All construction and construction supervision personnel hired for particular projects are considered Project Associates. Temporary Associates are not eligible for benefits described in this Associate Manual, except as granted on occasion, or to the extent required by provision of state and federal laws.

### **Piece Work Associates**

Associates hired and paid on a piece work basis are classified as "piece work" Associates. Such Associates may be either full- or part-time or temporary project Associates.

### **Non-Exempt and Exempt Associates**

At the time you are hired, you will be classified as either "exempt" or "non-exempt." This is necessary because, by law, Associates in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek. These Associates are referred to as "non-exempt" in this Associate Manual. This means that they are not exempt from (and therefore should receive) overtime pay.

Exempt Associates are managers, executives, professional staff, technical staff, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt Associate, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

No person is authorized to work any overtime, unless such overtime is approved **IN ADVANCE AND IN WRITING** by the supervisor of such person.

# COMPENSATION

## Wage and Salary Policies

Accord applies the same principles of fairness to all Associates, regardless of organizational level, race, color, citizenship status, national origin, ancestry, gender, sexual orientation, gender identification, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

## Pay Cycle

### *Bi-weekly Pay Cycle*

Paydays are every second Friday. The bi-weekly pay schedule is made up of twenty-six (26) pay periods per year. Changes will be made and announced in advance whenever Accord holidays or closings interfere with the normal pay schedule.

## Paycheck Distribution

Associates receive pay by direct deposit. Direct payroll deposit is the automatic deposit of your pay into the financial institution accounts of your choice. Individual pay vouchers may be obtained on the payroll servicer website by individual user name and password. Human Resources will provide each Associate with the required authorization forms along with login instructions. Associates are required to maintain the confidentiality of his or her user name and password.

## Mandatory Deductions from Paycheck

Accord is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify this number, please request a new W-4 form from your manager immediately. Only you may modify your W-4 form. **You are responsible for checking your pay stub to ensure that it reflects the proper number of withholdings.** If you fail to properly complete the W-4 you are provided, you may be liable for payment of taxes in excess of taxes withheld during the course of the year, and Accord assumes no responsibility for determining whether the W-4 has been properly completed, or tax liability resulting from incorrect W-4 information.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes. Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever Accord is ordered to make such deductions.

## Time Records

By law, we are obligated to keep accurate records of the time worked by Associates. This is done by time cards. You are responsible for accurately recording your time. No one may record hours worked on another person's timecard or timesheet. Tampering with another's time record is cause for

disciplinary action, up to and including possible termination, of both Associates. In the event of an error in recording your time, please report the matter to your manager immediately.

## **Performance and Compensation Review**

Performance and compensation reviews are typically done once each year. Typically, compensation review is done as a part of the performance review; however, in certain circumstances, Accord will review compensation independently of performance reviews and will make wage adjustments at other times. Associates may be reviewed periodically. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

### **Performance Review**

During a formal performance review your manager may cover the following areas:

- The quality and quantity of your work
- Strengths and areas for improvement
- Attitude and willingness to work
- Initiative and teamwork
- Attendance
- Customer service orientation
- Problem solving skills
- Ongoing professional growth and development.

Additional areas may also be reviewed as they relate to your specific job. Your manager can answer any questions you may have about the performance review process.

### **Compensation Review**

Accord's compensation reviews are usually given with performance reviews. Any applicable compensation increase will appear in the pay period ending after the date granted. Having your compensation reviewed does not necessarily mean that you will be given an increase due to individual or company performance. An individual's pay will depend on how consistently he/she performs over given period of time. During the review, significant performance events that occurred throughout the year will be discussed. The overall performance rating will influence the compensation adjustment.

In addition to individual job performance reviews, Accord periodically conducts a review of job descriptions to insure that we are fully aware of any changes in the duties and responsibilities of each position, and that such changes are recognized.

# **BENEFITS**

Accord may provide certain benefits for all eligible Associates. In addition to receiving wages, you may be eligible to enjoy other benefits which will enhance your job satisfaction. Accord will periodically review the benefits program and will make modifications as appropriate to the company's condition. Accord reserves the right to modify, add or delete the benefits it offers.

## **Eligibility for Benefits**

If you are a full-time Associate, you will enjoy all of the benefits described in this Associate Manual as soon as you meet the eligibility requirements for each particular benefit. If you are a part-time Associate, you will enjoy only those benefits specifically required by law, provided that you meet the minimum requirements set forth by law and in the benefit plan(s).

Temporary Associates are not eligible for benefits.

## **Government Required Coverage**

### **Workers' Compensation**

All Associates are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects you from an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness which is directly related to performing your assigned job duties. This job-injury insurance is paid for by Accord. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays for all or a portion of your medical bills and, under certain circumstances, provides a portion of your income until you can return to work.

All injuries or illnesses arising out of the scope of your employment must be reported to your manager immediately. Prompt reporting is the key to prompt benefits. Benefits are automatic so long as you comply with applicable reporting and other coverage requirements, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight.

## PAID AND UNPAID TIME OFF

Paid Time Off (PTO) is granted to eligible Associates. While the amount of PTO granted may vary from company to company based on hours of operation, coverage requirements, market demands, or due to special recruitment conditions, the general amount of PTO is described below. Please consult your manager for further information. Not all Associates are eligible for PTO.

PTO is paid using your base hourly rate, excluding shift premiums and overtime compensation, if any.

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

Paid Time Off (PTO) policies apply to hourly, salaried and piece work Associates, and may be taken in increments of half- or full-days only. PTO may be taken as vacation time, to allow you to rest, relax, and pursue special interests. PTO may also be used during an Associate's illness, to care for an ill child, or for medical, legal or other personal business appointments which can only be scheduled during business hours. Accord has provided PTO as one of the many ways in which we show our appreciation to our Associates.

Only regular full-time Associates are eligible to accrue PTO on a pro-rated basis. PTO hours begin accruing after successfully completing 90 days of employment. PTO does not accrue while on leave, probation or suspension.

### *General Amount of PTO*

Regular full-time Associates are eligible for PTO after successful completion of your first 90 days of employment. PTO accrues for each pay period actually worked. General PTO accrual is computed as follows:

| <b>Years of Employment</b> | <b>Pay Period Accrual Rate<br/>(based on bi-weekly pay period)</b> | <b>Total Accrual Per<br/>12-Month Period</b> |
|----------------------------|--|--|
| First & Second year        | 1.54 hours/pay period  | Five (5) days                                |
| Third year and beyond      | 3.08 hours/pay period  | Ten (10) days                                |

### *PTO Policies*

Except in the instance of illness, all PTO must be scheduled in advance with your manager. Every effort will be made to grant your request for PTO at the time you desire. However, PTO cannot interfere with the operation of your department, and therefore must be approved by your manager in advance. At the discretion of the manager and/or the human resources supervisor, earned PTO may be applied to unexcused or excessive absenteeism.

Only accrued PTO may be taken. You may not receive advance PTO pay (for time off taken in excess of your PTO accrual balance) without express approval of the manager and/or human resources supervisor. PTO must be taken in the year it is earned. Unused PTO may not be carried over to the following year. You may not receive cash in lieu of unused PTO.

### *Bereavement Paid Time Off*

In addition to the above paid time off, Accord will pay up to twenty-four (24) hours for Associates to attend funerals for immediate family members. Immediate family members are defined as spouse/domestic partner, child, mother, father, brother, or sister. In the event that the funeral is held at a location other than within the metropolitan area of the residence of the Associate, Accord may provide additional paid time off to permit travel to the location of funeral services, but in no event will more than five (5) days be allowed. The human resources supervisor will determine the exact amount of paid time off in such circumstances.

### **Family and Medical Leave of Absence**

Accord's leave of absence policy strictly follows the guidelines of the Family and Medical Leave Act of 1993, FMLA. Associates may be granted an unpaid leave of absence for personal or family illness, family military leave, pregnancy, adoption, or foster care placement of a child. To qualify for such leave, you must have been employed at Accord for at least 12 months, and worked at least 1,250 hours over the past 12 months. Additional leave may be granted under the military caregiver leave provision of FMLA.

To request a leave of absence from your manager, you should submit, or have someone submit for you, an FMLA request form that may be obtained from Human Resources.

### **Jury Duty**

Accord does not provide paid time off for jury duty except as required by federal or state law.

# **SAFETY**

## **General Associate Safety**

Accord is committed to the safety and health of all Associates and recognizes the need to comply with regulations governing injury and accident prevention and Associate safety. Maintaining a safe work environment, however, requires the continuous cooperation of all Associates.

Accord will maintain safety and health practices consistent with the needs of our industry. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask your manager for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. Compliance with these safety rules is considered a condition of employment. It is the responsibility of each Associate to accept and follow established safety regulations and procedures.

## **Reporting Safety Issues**

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your manager. If you or another Associate is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, a Supervisor and Associate Report of Accident Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The Associate's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

Federal and state laws require that we keep records of all illnesses and accidents which occur during the workday. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards which might be present on the job. Should you have any questions or concerns, contact your manager for more information.

## **Safety Rules**

Safety is everybody's business. Below are some general safety rules to assist you in making safety a regular part of your work. Your manager may post other safety procedures in your department or work area.

### **Working Safely**

Safety is everyone's responsibility. Remind your co-workers about safe work methods. Immediately report any suspected hazards and all accidents to your manager.

**Lifting**

Ask for assistance when lifting heavy objects or moving heavy furniture. Bend your knees, get a firm grip on the object, hold it close to your body and space your feet for good balance. Lift using your stronger leg muscles, not your weaker back muscles.

**Materials Handling**

Do not throw objects. Always carry or pass them. Use flammable items, such as cleaning fluids, with caution. Also, stack materials only to safe heights.

**Trash Disposal**

Keep sharp objects and dangerous substances out of the trash can. Items that require special handling should be disposed of in approved containers.

**Cleaning Up**

To prevent slips and tripping, clean up spills and pick up debris immediately.

**Preventing Falls**

Keep aisles, work places and stairways clean, clear and well lighted. Walk, do not run. Watch your step.

**Handling Tools**

Exercise caution when handling objects and tools. Do not use broken, defective or greasy tools. Use tools for their intended purpose only. Wear safety glasses or goggles whenever using a power tool.

**Falling Objects**

Store objects and tools where such objects and tools will not fall. Do not store heavy objects or glass on high shelves.

**Work Areas**

Keep cabinet doors and file and desk drawers closed when not in use. Remove or pad torn, sharp corners and edges. Keep drawers closed. Open only one drawer at a time.

**Using Ladders**

Place ladders securely. Do not stand on boxes, chairs or other devices not intended to be used as ladders.

**Machine Guards**

Keep guards in place at all times. Do not clean machinery while it is running. Lock all disconnect switches while making repairs or cleaning.

**Personal Protective Equipment**

Always wear or use appropriate safety equipment as required in your work.

**Electrical Hazards**

Do not stand on a wet floor while using any electrical apparatus. Keep extension cords in good repair. Do not make unauthorized connections or repairs. Do not overload outlets.

## **Fire Extinguishers**

Know where fire extinguishers are and how to use them.

## **Report Injuries**

Immediately report all injuries, no matter how slight, to your manager.

## **Ask Questions**

If you are ever in doubt regarding the safe way to perform a task, please do not proceed until you have consulted a manager.

Remember, failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary actions.

## **Fire Prevention**

Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your supervisor if an extinguisher is missing, used or if the seal is broken. Keep in mind that extinguishers that are rated ABC can be used for paper, wood, or electrical fires. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source.

## **In Case of Fire**

If you are aware of a fire, you should:

- Dial 911 or the local fire department.
- If possible, immediately contact your manager. Evacuate all Associates from the area.
- If the fire is small and contained, locate the nearest fire extinguisher. This should only be attempted by Associates who are knowledgeable in the correct use of fire extinguishers.
- If the fire is out of control, leave the area immediately. No attempt should be made to fight the fire.

When the fire department arrives, direct the crew to the fire. Do not re-enter the building until directed to do so by the fire department.

## **Emergency Evacuation**

If you are advised to evacuate the building, you should:

- Stop all work immediately.
- Contact outside emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.

- Walk to the nearest exit, including emergency exit doors.
- Exit quickly, but do not run. Do not stop for personal belongings.
- Proceed, in an orderly fashion, to a parking lot near the building. Be present and accounted for during roll call.

Do not re-enter the building until instructed to do so.

## **Office Safety**

Office areas present their own safety hazards. Please be sure to:

- Leave desk, file or cabinet drawers firmly closed when not in use.
- Open only a single drawer of a file cabinet at a time.
- Arrange office space to avoid tripping hazards, such as telephone cords or calculator electrical cords.
- Remember to lift things carefully and to use proper lifting techniques.

## **Property and Equipment Care**

It is your responsibility to understand the machines needed to perform your duties. Good care of any machine that you use during the course of your employment, as well as the conservative use of supplies, will benefit you and Accord. If you find that a machine is not working properly or in any way appears unsafe, please notify your manager immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provided.

Do not attempt to use any machine or equipment you do not know how to operate, or if you have not completed training on the proper use of the machine or equipment.

## **Security**

Maintaining the security of Accord's workplaces is every Associate's responsibility. Develop habits that insure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible. **ALL PERSONNEL LOCATED IN LEASING OFFICES OF RENTAL PROPERTIES ARE STRICTLY PROHIBITED FROM COLLECTING CASH.**
  
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
  
- When you leave Accord's premises make sure that all entrances are properly locked and secured.
  
- **Special rules apply when showing rental property.**
  - (1) Always take a piece of picture identification from the prospective tenant, and lock the identification in a safe place prior to showing the property. Make certain that the information on the identification matches the information you have been provided. If the prospective tenant does not have identification, do not show the unit.
  - (2) Always keep the entry to the rental space open. Allow the prospective tenant to proceed in advance of you.
  - (3) If you feel any sense of uneasiness about the prospective tenant, do not show the unit. Immediately call your supervisor or Courtesy Patrol or another Associate on site to join you. Always feel free to simply say you cannot show the unit, and need to reschedule a time. Please make certain you are familiar with this safety procedure. You should discuss this section with your immediate supervisor for more information.

## **Smoking**

Smoke only in designated smoking areas, and only to the extent permitted by applicable local laws. Please be courteous and concerned about the needs of your fellow Associates and others. Please do not smoke in restricted areas.

Please remember to conform to our customer's smoking policies when working at a customer's site. All Associates are expected to abide by this policy while at work.

## WORKPLACE POLICIES

This Associate Manual is designed to answer many of your questions about the practices and policies of Accord. Feel free to consult with your manager for help concerning anything you don't understand. Policies are subject to change from time to time.

### Weapons Policy

Accord prohibits all Associates from carrying, concealing, or possessing fire arms, knives, brass knuckles, axes, hatchets, swords, staffs, spears, bows, and all other weapons or instruments designed to inflict physical injury by one person upon another, except in those instances where the scope of employment duties expressly allows for the carrying of a weapon, and then only strictly in compliance with such policy. Violation of this policy may result in immediate termination.

### Computer Software (Unauthorized Copying)

Accord does not permit the duplication of software except as permitted by applicable license agreement, and then only in the course of the performance of your duties as an Associate. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the users' right to make a backup copy for archival purposes (Section 117).

### Computers, Electronic Mail, and Voice Mail Usage Policy

Accord makes every effort to provide the best available technology to those performing services for Accord. In this regard, Accord has installed, at substantial expense, equipment such as computers, electronic mail, and voice mail. This policy is to advise those who use our business equipment on the subject of access to and disclosure of computer-stored information, voice mail messages and electronic mail messages created, sent or received by Accord's Associates with the use of Accord's equipment. This policy also sets forth policies on the proper use of the computer, voice mail, and electronic mail systems provided by Accord.

Accord property, including computers, electronic mail and voice mail, should only be used for conducting company business. Incidental and occasional personal use of company computers and our voice mail and electronic mail systems is permitted on a limited basis, but information and messages stored in these systems will be treated no differently from other business-related information and messages, as described below. **You should have no expectation of any privacy for personal information stored or received on systems provided by Accord, including but not limited to voice mail, email and other similar forms of storage and transmission.**

The use of the electronic mail system may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations. Furthermore, the electronic

mail system is not to be used to create any offensive or disruptive messages, including without limitation any messages which contain sexual, salacious, licentious or prurient communications, racial slurs, gender-specific comments, or any other comments that offensively addresses another person's age, sexual orientation, gender identification, religious or political beliefs, national origin, or disability. In addition, the electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.

Although Accord provides certain codes to restrict access to computers, voice mail and electronic mail to protect these systems against external parties or entities obtaining unauthorized access, Associates should understand that these systems are intended for business use, and all computer information, voice mail and electronic mail messages are to be considered as company records. Thus, all such information can be accessed by certain other company personnel, and information and materials not suitable for examination by other personnel may not be maintained on the systems. You should not expect to have information stored in e-mail, on the computer, on voice mail or otherwise to be private.

Accord also needs to be able to respond to proper requests resulting from legal proceedings that call for electronically-stored evidence. Therefore, Accord maintains the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems. Because Accord reserves the right to obtain access to all voice mail and electronic mail messages left on or transmitted over these systems, Associates should not assume that such messages are private and confidential or that Accord or its designated representatives will not have a need to access and review this information. Individuals using Accord's business equipment should also have no expectation that any information stored on their computer - whether the information is contained on a computer hard drive, computer disks or in any other manner - will be private.

Accord has the right to and may regularly monitor voice mail or electronic mail messages. In addition, Accord will inspect the contents of computers, voice mail or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other less intrusive means.

The contents of computers, voice mail, and electronic mail may be disclosed by Accord if necessary within or outside of Accord. Given Accord's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other Associates and accessed only by the intended recipient.

**Accord's owners or designated representative will review any request for access to the contents of an individual's computer, voice mail, or electronic mail prior to access being made without the individual's consent.**

Any Associate who violates this policy or uses the electronic communication systems for improper purposes may be subject to discipline, including termination.

## **Expense Reimbursement**

You must have your manager's advance written authorization (usually by way of a requisition or purchase order) prior to incurring an expense on behalf of Accord. To be reimbursed for all authorized expenses, you must submit an expense report or voucher accompanied by receipts and it must be approved by your manager.

## **Credit Cards**

Certain associates may be issued a company credit card. If you are issued a card, such credit card may ONLY be used for authorized company expenses, and may NEVER be used for personal expenditures. Use of a company credit card for personal expenditures constitutes theft from the company, and will be subject to disciplinary action, including immediate termination.

## **Equal Opportunity Housing**

In the rental of housing or lodging, it is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin. Associates are required to observe all practices and procedures to insure compliance with the U.S. Department of Housing and Urban Development Fair Housing Amendments Act of 1988. You should ask your immediate supervisor for information or assistance if necessary to achieve such compliance.

## **Grievance Procedure**

Should you have an employment matter that has not been resolved informally by discussion with your immediate supervisor, you may request in writing a formal procedure, or grievance, for resolving such matter. Your grievance should first be filed with your immediate supervisor within ten (10) working days after the occurrence of the employment action, and should include a complete statement of all the facts and circumstances involved and the specific action your are requesting. If not resolved, you may forward your grievance to the General Manager, and your written statement should include the reason why the response at the previous step was unsatisfactory. Finally, if not resolved, you may forward your grievance to the Human Resources Director, and your written statement should again include the reason why the response at the previous step was unsatisfactory. If the matter is still not reasonably resolved, then the Mediation and Binding Arbitration section of this manual shall apply.

## **Dress Code**

Associates are expected to dress appropriately for the job performed. Uniforms may be required and may be subject to change from time to time. In addition to clothes, the dress code shall pertain to such items as hair adornments, jewelry, body art (tattoos), shoes, head apparel, and other items affecting the safety or appearance of Associates. Uniform clothes shall not be worn off duty outside the workplace.

## **Responsibility for Company Property**

Whenever you use any property of Accord or any affiliate of Accord, including but not limited to tools, equipment, and vehicles, you are responsible for the return of that property subject only to reasonable wear and tear incurred in performance of your employment duties. You agree that in the absence of written permission, you will not take any such property to your home or off site of your employment. You further agree that if you damage, lose or otherwise impair this property, you will reimburse Accord or the owner of such property for the loss, damage or impairment. **You hereby authorize Accord to withhold from any future wages or other payments due the value of any company property that has been misused or damaged by you, or which you fail to return in proper condition at the termination of your employment.**

## **Company-Provided Housing**

In certain instances, Accord or its affiliate may provide housing in connection with services being performed for Accord or such affiliate. Generally, such housing is provided for the benefit of Accord in connection with the discharge of your duties. However, such housing is a privilege and not a right. Accord may revoke your right to such housing at any time. Your right to housing will continue only during the time of your employment. Upon termination of your employment, you will vacate such housing. If you fail to vacate such property upon such termination, then will be deemed a tenant at will and you hereby agree to pay the then-prevailing rate per diem for such unit, together with all utility usage and other normal and incidental charges to Accord. Accord is hereby given the right to withhold any amount so due from wages and any other moneys payable by Accord to you. You understand that when you reside on a property owned by Accord or an affiliate, your behavior and the behavior of your invitees reflects upon Accord and its affiliates, and therefore you agree to observe all community rules, and to never commit or allow any invitee to commit any disruptive, destructive, offensive or other problematic behavior. If you or any of your invitees fail to conduct yourself in accordance with the foregoing, then in addition to any other censure, Accord may cease your employer-provided housing and terminate your employment.

## **Right to Withhold From Payroll**

You may owe Accord money for a variety of reasons, including accidental overpayment by Accord, tools or property damaged or not returned, damage to property of Accord or its affiliate, repayment of loans, as well as other reasons. **YOU HEREBY AUTHORIZE AND DIRECT ACCORD TO WITHHOLD FROM ALL PAYMENTS DUE ANY AMOUNT OWED BY YOU TO ACCORD.**

In the absence of a written agreement between Accord and you to the contrary, all such amounts shall be withheld from the next funds payable by Accord to you.

## **Mediation and Binding Arbitration**

Before any grievance shall be resolved by arbitration or adjudication, you must engage in mediation of the grievance. If a mediation is required, the Associate shall be allowed to select a local mediator from a list provided by the American Arbitration Association. All costs and expenses of the mediation shall be shared equally by the Associate and Accord. The mediation shall be held at the place of employment, or such other place which is acceptable to Accord and the Associate. The mediation shall be scheduled as quickly as practicable.

If the mediation shall fail to produce a resolution, then the dispute shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association. The parties shall endeavor in good faith to select an arbitrator from a list of potential arbitrators provided by the American Arbitration Association. If the parties fail to so agree, then the Associate and Accord shall each select an arbitrator at their expense, and the two arbitrators so selected shall select a third arbitrator by whom the matter shall be determined. Each party shall bear their attorneys' fees and expenses for the arbitration. The arbitration shall be held within 50 miles of the work site of the Associate, and in any event within the state where the Associate is employed. The costs of the arbitration shall be shared equally by Accord and the Associate.

## **ACKNOWLEDGEMENTS**

**The following acknowledgments section should be initialed & signed by all new Associates during orientation. Once completed, these acknowledgment forms should be returned to the Human Resources Department at Accord's Corporate Headquarters.**

**ARBITRATION AND MEDIATION AGREEMENT**

If I have a dispute or disagreement with the company over any matter arising from or relating to my employment, I agree to bring the matter to the attention of my immediate supervisor. If I reasonably believe that my immediate supervisor has not, or will not, address my grievance, then I agree to notify the Human Resources Director in writing about my grievance. If after I have made reasonable efforts to resolve my grievance with the Human Resources Director, I still do not believe that the matter has been addressed properly, then I agree to mediate the grievance in accordance with the procedures set forth in the company Associate manual. If internal mediation fails to resolve the matter, then I agree to have my grievance resolved by arbitration in accordance with the procedures set forth in the company Associate manual.

\_\_\_\_\_ (initials)

**ALARM CODES / LOG-IN CREDENTIALS/ KEYS / ACCESS CARDS**

I understand that the alarm codes, keys, access cards, and log-in credentials I have been assigned are for my use only, and are not to be shared with any other person, including other co-workers, friends, family members, or other. I agree that I will cease using any alarm codes, log-ins, keys, access cards, passwords and similar items upon termination of my employment. If I fail to return all copy-protected keys, I will be responsible for all costs incurred by the company in re-keying or otherwise securing the areas accessed by such keys.

\_\_\_\_\_ (initials)

**WEAPONS POLICY**

I understand that the company prohibits guns, knives, swords and other weapons, as defined by the company in its sole discretion, on premises for the safety of its assets, Associates, guests, residents, vendors and other invited persons on premises. I understand that my employment may be terminated immediately should I bring or cause to be brought a gun or other weapon on premises.

\_\_\_\_\_ (initials)

**SEXUAL HARRASMENT**

I understand that the company has a zero tolerance for sexual harassment of fellow Associates, guests or residents. I also understand that my employment may be terminated if I engage in conduct that is perceived as harassment, even if that was not my intent in such behavior. I agree to promptly notify Human Resources in such a case.

\_\_\_\_\_ (initials)

**CONFIDENTIALITY**

As an Associate of Accord, I have a legal and ethical responsibility to protect the privacy of customers, residents, guests, and fellow Associates and all proprietary information of Accord. I agree to keep completely confidential any and all information that I see, read, hear or otherwise discover about or relating to customers residents, guests and co-workers. I further agree not to discuss or release any such information in any manner, except when authorized to do so in connection with the performance of my duties. If I have access to any human resources or Associate information, I agree to treat such information in strict confidence.

\_\_\_\_\_ (initials)

**MEAL TIMES / BREAKS / OVERTIME**

I understand that the minimum time I may receive for a meal break is 21 minutes, and any time used for meals during my work time will not be paid. The duration of any meal break may be established from time to time by my immediate supervisor. I also understand that there is no right to mid-work period breaks; however, when work circumstances permit, I will be provide one fifteen minute break approximate two and one-half hours after my shift commence, and a second fifteen minute break approximately five hours after my shift commencement. Nevertheless, I understand that there will be times and circumstances which prevent me from taking a scheduled break, and that there is no absolute right to the taking of a break. I also understand that if I am an hourly Associate (a) my overtime must be authorized in advance by my immediate supervisor, and that this approval must be shown by the supervisor’s initials on my time card, and (b) at the option of management, and except for Associates in CA, CO and CN, the remainder of my work week may be altered to give time off such that no overtime will be worked during that week.

\_\_\_\_\_ (initials)

**WORK DUTIES / TIME CLOCK**

I understand that I have been hired for a specific position. Nevertheless, I agree that I will make myself available to do other tasks for the company if the need arises, including tasks outside my department. If I am an hourly worker, I understand that it is my responsibility to use the time clock provided to clock in and clock during my work day. If I fail to clock in, then I will be considered as not having arrived at work until such time as I properly clock in. I understand that I am not allowed to clock in before my designated time to start, and if I do clock in before that time, the time prior to my scheduled start time will not be considered as work time. I understand that I may be working in multiple departments, and that my time clock may be located in a department where I do not finish my work day. In that event, I am still responsible for returning to the department where my time clock is located, and clocking out.

\_\_\_\_\_ (initials)

**USE OF EQUIPMENT AND VEHICLES**

I understand that if I am given access to any company equipment or property (vehicles, computers, cell phones, hand tools, power tools, machinery, etc.) I am responsible for the proper care of such equipment or property. If I lose or otherwise fail to properly care for such equipment or property, I am responsible for the costs and expenses caused by my failure to give proper care. I hereby authorize my employer to withhold all costs and expenses resulting from my failure to give proper care to company equipment and property from any and all wages that are otherwise payable by the company to me. In addition to being required to pay for losses from any such failure to give care, any improper care may result in disciplinary action, including possible termination of employment. I agree to notify my supervisor if any company equipment or property appears to be damaged, defective, or needing repairs. I understand that prompt reporting of damages, defects and needed repairs prevents injury and further loss.

\_\_\_\_\_ (initials)

**RECORDING CONVERSATIONS / SURVEILLANCE CAMERAS AND RECORDERS**

I understand that I am not permitted to record or videotape any conversation, phone call or other similar forms of communication of other Accord Associate(s) in connection with work performance or the performing of duties without the consent of ALL parties being so recorded. Notwithstanding the above policy, I understand that the company/premises may install surveillance cameras and recorders for the protection of its assets, Associates, guests, residents, vendors, and other invited persons on premises. I understand that all or portions of my work areas may be recorded by camera or otherwise, and I hereby consent to such recording.

\_\_\_\_\_ (initials)

**HEALTH / SAFETY / LEGAL COMPLIANCE CONCERNS / SMOKING**

I understand that the company is very concerned about the health and safety of its customers, guests, residents and my co-workers. I understand that I am not allowed to smoke inside any building or within 15 feet of any door or window of any building on the work premises. I also understand that I am only allowed to smoke during break times, if any, provided during the course of my work period. I also understand that the company does not authorize or allow any illegal activity on behalf of the company or as part of any worker’s behavior during work times. I agree to report any potential health and safety concerns, or any concerns over the legality of any behavior, to my immediate superior. If I do not believe that those concerns have been or will be adequately addressed by my immediate supervisor, then I will give written notice to the Human Resources Director of all such matters.

\_\_\_\_\_ (initials)

**CODE OF CONDUCT / UNIFORM AND NAME TAG**

I understand that anytime I am present at the site of employment, whether I am on duty or otherwise, I am representing the Company. I will always come to work properly groomed. I agree to conduct myself in a proper and presentable manner at all times. I understand that our customers are our first priority, and I agree to always treat customers and co- workers with the utmost respect, sensitive and concern.

If my job requires a uniform, then I will be provided up to three uniforms per year. If my job requires that I wear a name tag, I will be provided with up to one name tag per year. I agree to pay for any additional uniforms or name tags that I may need. I agree to keep my uniform and name tag clean and presentable at all times. I agree to wear my uniform and name tag at all time I am working if my position requires a uniform or name tag. If I wear my uniform or name tag off the employment site, then I agree to conduct myself in a manner consistent with the company’s code of conduct, and in a manner that presents the employer in the best possible way.

\_\_\_\_\_ (initials)

**CREDIT CARDS**

I understand that if I am issued a company credit card that I may use that card ONLY for company purchases, and that any purchases of personal items on that credit card constitutes my theft of company property, and will subject me to disciplinary actions including termination of my employment.

\_\_\_\_\_ (initials)

**RIGHT TO WITHHOLD MONEYS OWED**

I understand that if I owe Accord or the company for which I am performing services any money as a result of misuse of company property, failure to repay a company loan, failure to return all company property in accordance with the rules set forth herein, or for any other reasons, Accord is authorized and directed to withhold the value of all such amounts owed from any and all future payment due from Accord to me.

\_\_\_\_\_ (initials)

**NO EXPECTATION OF PRIVACY**

I understand that I can have no expectation of any privacy or personal confidentiality for any communications made using company equipment, systems or apparatus, including without limitation voicemail, cell phone, email, text messages, instant message and all other means and methods of communication, whether manifested physically or electronically.

\_\_\_\_\_ (initials)

I have read the preceding Associate policy manual, and initialed all acknowledgments contained therein. I fully understand that any violation of this agreement may constitute grounds for my immediate termination.

Name PRINTED:

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SIGNATURE:

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Date Signed:

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Witness:

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