Apartment Management Consultants, LLC

Employee Handbook

(Revised 01/01/2015)
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## Employee Handbook

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Please sign the attached page – Acknowledgement and Receipt of Employee Handbook

This employee handbook dated January 2015 supersedes previous employee handbooks as well as management memos, communications and verbal arrangements that may have been issued on the subjects covered herein. See Function of the Handbook for more information.
WELCOME TO AMC

On behalf of Apartment Management Consultants, LLC (“AMC” or the “Company”) we extend a warm welcome. We hope that you will take pride in your employment with us and enjoy being a member of the AMC team.

AMC’s employees are knowledgeable about the business of property management and it is the Company’s expectation that you will learn all that you can about our business and methods. It is also AMC’s expectation that you will work cooperatively with your co-workers.

Our employees are our most valuable resource and we are glad to have you on board. AMC will use its best efforts to assist you in achieving a productive and rewarding employment experience. As we all work together to create the best working environment possible – please let us know if there is anything we can do to make your experience here more productive, suggestions are always welcome.

INTRODUCTION

Function of this Handbook: This Employee Handbook applies to all employees of AMC and is presented as a matter of information that has been prepared to inform you about the Company’s philosophy, employment practices, policies, the benefits provided to you as a valued employee, as well as the conduct expected from you. While this Handbook is not intended to be an official policies and procedures manual, it does include some important guidelines that we hope will serve as a useful reference document for you throughout your employment with us. Except for the at-will employment provisions, this Handbook can be amended at any time by the Company with or without notice to you.

This Handbook contains general statements of Company policy but does not contain nor is it intended to cover every rule or detail related to your employment experience or relationship with AMC. In addition, other than the employment-at-will section, this Handbook does not, nor should not be interpreted as forming an express or implied contract of employment or a contract of any kind. It does not create nor is it intended to create a promise or representation of continued or indefinite employment or employment for a specific term, in a specific position, or at a specific rate of pay.

Since our business is subject to change and it is not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question, the Company reserves the right to revise, revoke, amend, supplement, rescind, suspend, cancel, any or all of its policies, procedures, and benefits at any time it deems necessary or appropriate, in its sole and absolute discretion. Employees will be notified of any such changes and the effective dates of any changes as determined by the Company. Please talk with your Supervisor or any member of AMC management if you have any questions or need additional information regarding this Handbook or its contents.

It is the responsibility and obligation of each AMC employee to understand this Handbook and its policies. If an employee cannot understand English, it is his or her responsibility to have the Handbook translated. In consideration for employment with the Company and eligibility for future increases in salary, each employee must agree to: (a) to become familiar with the Handbook’s terms; and (b) if an employee does not understand any provision of the Handbook, within five (5) days from signing the Receipt and Acknowledgement of the Handbook, the employee has the obligation to discuss that provision with his/her Manager or Supervisor. Should any provision in this Employee Handbook be found to be unenforceable and/or invalid, such a finding does not invalidate the entire Employee Handbook.
Employees are expected to adhere to the policies and principles described herein and as modified from time to time. An employee’s failure to adhere to any of these policies or principles may result in disciplinary action up to and including termination.
ACKNOWLEDGEMENT AND RECEIPT OF EMPLOYEE HANDBOOK

Apartment Management Consultants, LLC’s (“AMC” or the “Company”) Employee Handbook is an important document, intended to inform you of the general business practices, employee benefits and responsibilities while employed at AMC. This document can be requested at any time from any member of management, the Human Resources department, or it can also be viewed at any time on the AMC intranet.

I have received the AMC Employee Handbook and acknowledge that it is my responsibility to read, understand and comply with all Company policies and procedures. I further understand that failure to comply with these policies and procedures may result in disciplinary action up to and including termination.

I agree and acknowledge that it is my responsibility to familiarize myself with the information contained herein, and I will ask questions of my Supervisor or any member of the management team if necessary so that I understand the contents of the Employee Handbook.

I understand that the information contained in this Handbook is intended to acquaint employees with general guidelines and principles and is not and does not create a contractual commitment between me and the Company concerning a term of employment for any indefinite or definite period of time, rate of pay, for any benefits or for any such related matters.

I am aware that during the course of my employment confidential information may be made available to me. Confidential information may include but is not limited to marketing strategies, client lists and financial data, sensitive and personal resident information, Company pricing practices and other related information. I understand this information is critical to the success of the Company and must not be given out or used outside of the Company or with non-Company employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit such information or any other information not available to the public with any other individual or Company. I further understand that this Employee Handbook is considered Company property and as such it is strictly forbidden to copy or give this Handbook to anyone outside the Company.

I acknowledge and agree that I have no expectation of privacy with respect to the Company’s telecommunications, network or information processing systems (including and without limitation to stored computer files, email messages and voice mail messages) and that my activity as well as any files or messages on or use of those systems may be monitored at any time without notice. See Communication and Electronic Systems Policy for more information.

I understand that as business needs change and as business conditions warrant, the Company, at its complete discretion, may supersede, revise or eliminate one or more of these Handbook policies and procedures at any time without notice. Employees will be notified of changes either verbally or in writing, and will be individually responsible for keeping informed of these changes, and updating their handbooks accordingly.

I realize that I am an employee “at-will”, am employed for no specific period of time, and that my employment with AMC may be terminated by the Company or myself, with or without cause and with or without prior notice. I further acknowledge this employment at-will status cannot be altered in any way by any oral or written statements, policies or practices and can only be altered or modified by a written agreement signed by the President of the Company.

This Acknowledgement stays with the Handbook.

Please sign a copy of the Acknowledgment attached the end of this Handbook and return to Human Resources.
Equal Employment Policy: AMC is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every job. Therefore, the Company does not discriminate, and does not permit its employees to discriminate against other employees or applicants because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, marital status, national origin, citizenship, veteran status, ancestry, age (40 or over), physical or mental disability (an impairment that limits a major life activity), medical condition (cancer-related or genetic characteristic), or any other consideration made unlawful by applicable laws. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, discipline, layoff, recall and termination.

Fair Housing Act: AMC fully supports and complies with the Fair Housing Act and will not tolerate behavior or conduct in violation of that Act. Every employee is expected to treat prospective as well as current residents politely, respectfully, and in a non-discriminatory manner. Decisions made with respect to any prospective or current resident are to be made without regard to a person’s race, color, religion, sex, sexual preference, disability, familial status, or nation origin. All employees are required to attend a Fair Housing Seminar, either internally or externally, at least once every two years.

Reasonable Accommodations: AMC does not discriminate against any qualified applicant or employee with a known or perceived physical or mental disability in any employment practice including hiring, promotion, job assignment, compensation, performance management, training and termination.

In accordance with the Americans with Disabilities Act as well as the Americans with Disabilities Act Amendment, reasonable accommodations, as defined by the law, will be provided to qualified disabled applicants and employees in order to assist them in performing the essential functions of their positions. If you are disabled (as defined by the ADA/ADAA and other applicable laws) and need an accommodation, please contact your Supervisor or the Human Resources Department. If you are not comfortable speaking to your Supervisor about your needs, or have done so and feel the matter has not been resolved, please contact the Legal Department or the President.

Policy Against Discrimination And Harassment: The Company is committed to providing a workplace free of harassment which includes harassment based on sex, gender, pregnancy, childbirth, or related medical conditions, as well as harassment based on such factors as race, color, creed, national origin, ancestry, age, physical and mental disabilities, sexual orientation, family care or medical leave status, veteran status, or any other basis protected by federal or state laws. The Company strongly disapproves of and does not tolerate harassment of employees by managers, supervisors, co-workers, third parties or vendors. Racial, sexual, ethnic and other forms of prohibited harassment include, but are not limited to:
1) Visual conduct, including displaying of derogatory objects or pictures, cartoons, or posters; or
2) Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes.
In addition, sexual harassment is defined as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. Sexual harassment includes gender harassment and
harassment on the basis of pregnancy, childbirth or related medical conditions, and also includes sexual harassment of an employee of the same gender as the harasser. This includes, but is not limited to, the following types of offensive behavior:

1) Unwanted sexual advances
2) Offering employment benefits in exchange for sexual favors
3) Making or threatening reprisals after a negative response to sexual advances
4) Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters
5) Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes
6) Verbal sexual advances or propositions
7) Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations
8) Physical conduct, including touching, assault, impeding or blocking movements; and
9) Using nicknames or terms of endearment with a racial or sexual connotation

Examples of sexual harassment include (a) an employee being fired or denied a job or an employment benefit because the employee refused to grant sexual favors or because he or she complained about the harassment; (b) an employee reasonably quitting his or her job to escape harassment; or (c) an employee being exposed to a hostile work environment. Please note that sexually harassing conduct can be by a person of either the same or the opposite sex.

These policies apply during work hours and during work-related activities and events, even if they do not take place during regular work hours or on Company premises. All employees have a personal responsibility to keep the workplace free of such harassment.

Prohibition Against Unlawful Retaliation: All employees shall be protected from coercion, intimidation, retaliation, interference or discrimination for reporting in good faith a possible violation of the Company's policy against harassment or discrimination or participating in an investigation of a discrimination or harassment complaint.

Reporting the Incident: Any employee, who believes he or she is being subject to, is the subject of, who has knowledge of, or who witnesses any possible prohibited discrimination, harassment, or retaliation is expected to immediately bring such information to the attention of his or her immediate supervisor, RPM, VP or the Department of Human Resources Manager. Supervisors and managers who are informed of an alleged incident must immediately notify the Department of Human Resources.

In addition, employees also have the option to report any incidents directly to Legal Department.

Investigation of Complaints: The Company will take prompt steps to investigate concerns regarding prohibited discrimination, harassment, or retaliation and, where appropriate will take corrective action. Employees are expected to fully cooperate in any such investigations. The Company prohibits employees from interfering with such investigations, or in any way hindering, the Company's enforcement of this policy. Failure to participate in, or be candid in such investigation may be grounds for discipline up to and including termination.

Employees who engage in harassment or retaliation while performing work for AMC will be subject to appropriate disciplinary action up to and including termination.
Any employee, whether supervisory or non-supervisory, who has been found by the Company, after a thorough investigation, to have harassed, or retaliated against another employee will be subject to appropriate corrective action depending on the circumstances, from written counseling in his or her file up to and including termination.

Protection of Privacy: The question of whether a particular action or incident constitutes harassment or retaliation requires a determination based on all available facts. The Company will handle reports of such alleged misconduct with sensitivity to concerns for confidential matters, reputation and privacy, as is practicable. False accusations of harassment or retaliation can have serious effects on those falsely accused. The Company will therefore make a concerted effort to protect the privacy of all involved and maintain confidentiality as best as possible during the whole investigation.

WORKING AT AMC - GENERAL EMPLOYMENT POLICIES

Terms of Employment: Employment-at-will: Employment with AMC is intended to be, and is at-will. This policy contains the entire agreement between you and the Company as to the duration of your employment and the circumstances under which your employment may be terminated. Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company, shall require the Company to have "just" or "good cause" to terminate the employment relationship or to change the terms and conditions of your employment. Notwithstanding any disciplinary procedures or Company rules or policies, either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause or prior notice. Nothing in this Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or indefinite employment or employment for a specific term, in a specific position, or at a specific rate of pay.

Immigration Law Compliance: The Company is committed to full compliance with federal immigration laws. Therefore, the Company is required to verify the identity and legal ability to work of all individuals before they can begin to work with the Company. In keeping with this obligation, each applicant must produce documentation that demonstrates his or her identity and legal authorization to work in the United States. Each applicant must also attest to his or her legal authorization to work and identify on an I-9 Form provided by the federal government. This verification form will be distributed by the Company and must be completed as soon as possible after an offer of employment is made. In no event can the I-9 form be completed and returned to the Company more than three (3) business days after an individual is hired.

If an employee has provided legal documentation demonstrating his or her ability to work that has expired or is about to expire, updated documentation must be provided to the Company before the expiration date of the particular documentation.

All offers of hire and continued employment are conditioned on furnishing satisfactory evidence of identity and legal authorization to work in the United States.
E-Verify: AMC participates in the E-Verify program as required by law.

AMC will provide the Social Security Administrations (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee’s Form I-9 to confirm work authorization.

If the government cannot confirm that you are authorized to work, AMC is required to provide you with written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating your employment.

Employee Job Descriptions: In order for employees to understand their job responsibilities, employees are generally provided with a job description that sets forth the essential and general duties and responsibilities that are typical of their position. While these identified duties and responsibilities for each position detailed in the description may be representative, they may differ based on the property where the employee is posted, the size of the property, leadership assigned to the property, owner of the property and property specific requirements. Employees should read their Job Descriptions carefully and discuss them with their Supervisor if there are any questions. The Company reserves the right to revise and update Job Descriptions from time to time, at its sole and absolute discretion.

Introductory Evaluation Period: Your first ninety (90) days of employment with the Company are considered an introductory period. This introductory period will provide you with the time for getting to know your fellow employees, your supervisor and the tasks involved in your job position. Your supervisor will work with you to help you understand the needs and duties of your position.

During the Introductory Period, your suitability for employment will be evaluated by the Company and you can evaluate the Company as well. If, during this Introductory Period, your work habits, attitude, attendance, performance, or other relevant factors do not meet Company standards, as determined by and in the sole discretion of the Company, your Introductory Period may be ended immediately. The ninety day introductory examination period may be extended under certain circumstances solely at the discretion of management.

Completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause. Completion of the Introductory Period does not create a contract, or an implied contract of employment with the Company. All employment is and remains “at-will” and completion of the Introductory Period does not alter the at-will employment relationship with the Company.

A former employee who has been rehired by the Company is considered an introductory employee during his/her first 90 days following rehire. The employee or the Company may terminate the employment relationship at any time with or without notice for any reason or for no reason at all.

Categories of Employment: The Company has the following employment categories that are provided to assist employees in determining their eligibility to participate in benefits programs offered by the Company. These definitions do not change, alter or modify the at-will employment relationship.

**Full-Time Employees** are scheduled and regularly work at least 30 hours per week and are hired and assigned a position for an undefined time period. Full-time employees are eligible for certain AMC benefits.
Qualified Part-Time Employees are scheduled and regularly work fewer than 30 hours per week, but not less than 20 hours per week at an assigned position for an undefined time period. Qualified part-time employees are only eligible to participate in the Company’s 401(k) Plan, a qualified tax shelter and retirement program.

Non-Qualified Part-Time Employees work on an as needed basis, regularly work less than 20 hours per week, and are hired and assigned a position job for an undefined time period. Non-qualified part-time employees are not eligible for any AMC benefits.

Seasonal & TemporaryEmployees are hired for short, defined periods of time to fill specific needs. This status only changes when notified in writing by the Company. Seasonal and Temporary Employees are not eligible for any AMC benefits.

Employee Classification: In addition, the Fair Labor Standards Act is a federal law that regulates which employees are eligible for overtime pay. Each employee is designated as either Exempt or Non-Exempt from the requirements of the law. Employees may not choose or negotiate for exempt or non-exempt status. An employee’s Nonexempt or Exempt classification may be changed only upon written notification by the Company.

Exempt Employees: These employees are exempted from the overtime requirements of the Fair Labor Standards Act (FLSA.) Exempt employees are typically paid on a salary basis and their time may be tracked.

Non-Exempt Employees: These employees are entitled to overtime pay. Typically, non-exempt employees are paid by the hour. All non-exempt employees must have their time tracked (recording time according to Company policies).

Performance Evaluations: Supervisors and employees are strongly encouraged to discuss job performance and goals informally. Informal discussions as well as performance evaluations may include commendation for good work, job related tasks, future opportunities and specific recommendations for improvement. A satisfactory performance evaluation does not guarantee a salary increase nor does it alter, modify, or amend the at-will employment relationship.

AMC conducts written performance evaluations annually, special, out-of-cycle appraisals may be scheduled in certain circumstances, such as a transfer or promotion. The purpose of the performance evaluation is to obtain and provide feedback regarding the employee’s performance. Performance evaluations may include commendation for good work, as well as specific recommendations for improvement. Employees should use this opportunity to discuss their individual performance with their supervisor.

Corrective Action and Performance Improvement: The Company and management will do their best to help employees succeed. In an effort to create an environment where all employees can be successful, employees may be asked to make immediate, measureable and sustained improvement in certain areas. Ultimately, it is the employee’s responsibility to meet certain performance expectations in his/her job duties and to abide by all Company policies. Performance improvement and providing employees with time to make the necessary corrections does not ensure continued employment with AMC, employees are employed on an at-will basis.

Employees are encouraged to seek advancement opportunities and career guidance from their supervisors and management. The Company prefers to promote from within and may first consider current employees with the requisite qualifications and skills to fill vacancies unless outside recruitment is considered to be in the Company’s best interest.
promotional opportunities may be available from time to time based on the needs of the business.

Training and Development: AMC believes in the continued development of its employees. Training and development opportunities may be available from time to time at the discretion of management.

Job training, safety training, skills training and overall development may take place during working hours or outside of working hours. Employees are required to attend all mandatory training. Mandatory training will be scheduled in advance and employees will be notified. Failure to attend mandatory training meetings may result in disciplinary action.

Employment of Friends and Relatives: The Company permits members of the same family and close friends to work at the Company. Many of our best employees have been referred to us by relatives and friends of current employees. The Company does not prohibit relatives or friends from working together, but does not permit situations where a real or potential conflict of interest may arise such as a relative or friend directly supervising or being supervised by another relative or friend. In the event of such a situation, the Company may, at its sole and absolute discretion, require one of the employees to transfer into another department or property.

Relatives or any person with whom an employee has a close personal relationship such as a domestic partner, romantic partner, or co-habitant are required to report such relationships to management if there is a direct or indirect reporting relationship regardless of when the relationship occurred (before or after employment started.) Management must be notified of any personal relationship immediately, but no later than 30 days from the commencement of said relationship. If you have a question regarding this policy, please contact Human Resources.

Nepotism: No employee is allowed to work in a position where his/her direct supervisor is a relative. “Relative” for purposes of this Policy means: parents, brothers, sisters, spouse, domestic partner, children, grandparents, grandchildren, aunts, uncles, cousins, or in-laws. If such a situation occurs due to promotion, transfer, marriage, or because of the establishment of a consensual personal relationship, the affected employees must inform Human Resources immediately, and each case will be evaluated on a case-by-case basis. As determined by the circumstances at and the sole and absolute discretion of the Company, one or both of the employees involved in the personal relationship will be required to transfer within a reasonable period of time.

Employee Referrals: Employees are encouraged to refer qualified individuals for employment to build a stronger more successful Company. Employees referring applicants must submit an employee referral form to the payroll department no later than 15 days after hire of their referral.

Personnel Files: The Company maintains personnel files for all employees that are kept in a separate area within the Department of Human Resources at AMC’s Headquarters. The information in an employee’s personnel file cannot be removed, is confidential, and is regularly updated. Employees are responsible for notifying the Department of Human Resources as soon as there are changes in personal information such as changes in address, telephone number, marital status, number of dependents, and particularly emergency contact information.

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In accordance with applicable laws, employees may have the right to inspect their employee files under certain circumstances. In addition, employees may have the right to request copies of certain employment related documents. Please contact the Department of Human Resources for further information.

**Open Door Policy:** The Company promotes an ‘open door’ policy for its employees. Employees are encouraged to discuss their concerns and feedback with their co-workers and their Supervisors. If at any time an employee prefers to discuss a matter with another member of management, the employee is free to do so. Ultimately, the goal is to provide the support necessary to resolve work-related issues and/or concerns.

**WAGES, WAGE ADMINISTRATION AND ATTENDANCE**

**Wage Confidentiality:** All employees are encouraged to keep the terms of their employment (including wage and salary information) confidential. Discussing the terms of your employment or that of another employee is discouraged, however no employee shall be disciplined for doing so.

**Work Week:** AMC defines its work-week as 7 (seven) consecutive days beginning every Sunday at 12:01 a.m. and ending the following Saturday at 12:00 am or midnight. Each pay period consists of two consecutive work-weeks and employees are paid bi-weekly on the Friday following the completion of the pay period.

**Work Schedules:** Work schedules vary throughout the Company. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total work hours that may be scheduled each day and week. Schedules may be modified based on the needs of the Company or for specific properties or positions. All employees are required to report to work and be prepared to work at the start time of their work schedule and complete their work shift. Employees are not to conduct any personal business during their work shifts and are expected to complete their work assignments in a timely manner.

**Paychecks:** Employees are generally paid every other Friday unless a holiday falls on a regularly scheduled payday; in that case paychecks will be distributed prior to the holiday.

All employees will be issued a live paycheck unless employees elect to have their paychecks directly deposited into their bank account. Each paycheck or deposit receipt will appropriately itemize all deductions withheld from gross pay.

To make changes to payroll, employee requests must be provided in writing. In most cases changes require 1-2 pay periods to take effect. Changes might include address updates, direct deposit account changes, and a bank change.

Company paychecks and reimbursement checks will only be given to the employee whose name appears on the paycheck unless the employee provides the Company written notice authorizing a specific person to pick up the employee’s paycheck; picture identification must be presented in order for the Company to release the paycheck.
Commissions and Bonuses: Commission and Bonus structures will be based on the economic needs of the property as determined by the appropriate management personnel and may be modified on a quarterly basis. All commission structures will be determined by the performance of both the property and the individual employee. Upon termination of employment, an eligible employee will be paid for commissions and or bonuses as provided by the terms of the specific commission and bonus programs.

All employees should anticipate an audit of financial records prior to the final approval of any/all commissions and bonuses prior to being paid. Upon review, if it is revealed that financial records have been manipulated for personal gain, such as failure to follow Company policies in areas, including but not limited to, bad debt write-off, timely processing of all payables, disciplinary action may be taken and may result in the loss of bonuses and commissions and could result in termination.

Deductions: The law requires that AMC make certain deductions from every employee’s paycheck. Among these deductions are withholding of federal, and state income tax, Social Security and Medicare. The Company also offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in those programs (e.g., insurance premium contributions and/or 401(k) deferral amounts). It is the employee’s responsibility to review each paycheck to confirm its accuracy. The receipt of paychecks on a regular basis and the participation in Company benefits programs does not alter the at-will employment status of AMC employees and does not create an employment contract for any specified period of time or at all.

Discrepancies in Pay: If you believe that an improper deduction or calculation has been made to your paycheck, you should immediately contact your Supervisor or Human Resources. Reports of improper deductions or calculations will be promptly investigated. If it is determined that an improper deduction or calculation has occurred, the Company will make every effort to adjust or correct the discrepancy.

Garnishments: AMC honors all legal garnishments and required deductions of wages, and/or salaries in accordance with State and Federal law.

Lost Paychecks: Employees must immediately report lost or missing checks to Payroll so that a Stop Payment may be initiated (fees may apply in accordance with state laws.) In the event of non-delivery of a check sent via postal service, a replacement check will be re-issued no later than five (5) days after notification or in accordance with State laws. Lost checks will be re-issued on the next payroll period or in accordance with state laws.

Recording Time: Accurately and timely recording all time worked is the responsibility of each employee. Federal and State laws require the Company to keep accurate records of time worked.

Altering, falsifying or tampering with time records or recording time on another employee’s time record, is a violation of Company Policy and is grounds for immediate termination. If an employee’s time is not recorded accurately, (for example a meal break was taken and the time was not recorded to show the time off), corrective action may be taken up to and including termination. If an employee needs to correct a mistake on a time sheet before it has been submitted to payroll, the employee must first notify his or her Supervisor and then make and initial the necessary correction and also have the Supervisor initial the correction. Supervisors
are only authorized to change an employee’s time record if it is for the purpose of ensuring that an employee’s time card accurately reflects the actual hours the employee worked.

Completing time records, work orders and job logs correctly and accurately will help ensure the correct amount of wages that are paid. Time records, including work orders and on-call logs, must be submitted on time; late time records may result in a delay in receiving your wages.

Employees (non-exempt and those exempt employees who are assigned to work at an AMC managed property) are required to record their start and end times each day according to the following guidelines:

- Record time when you arrive to work and are ready to work.
- Record all meal periods (start and ending times).
- Record your end time each day.
- On-call time must be documented on your time record.
- Sign your timecards at the end of the pay period.
- Time sheets must reflect actual hours worked, not scheduled hours.
- All corrections, adjustments and overrides to time records must be approved by your Supervisor including forgetting to record in and out times.

Employees are not permitted to work “off the clock” at any time. If a Supervisor asks or requires an employee to work “off the clock,” the employee must immediately notify Human Resources. For the purposes of this policy, “off the clock” work is where an employee works for the Company but does not accurately record his/her time in the Company’s approved time record.

Exempt Status Employee Time-keeping and Use of Paid Time Off Policy: Exempt status employees are key to the operation and management of AMC, their work is directly related to management policies and the general business operations of AMC and its clients, and they must exercise discretion and independent judgment in the performance of their positions. Exempt status employees are paid on a salary basis regardless of the actual hours worked.

- For record keeping and attendance tracking purposes exempt status employees must record their actual time worked on their timecards.
- In the event that an exempt status employee works less than half of a regularly scheduled work day, the employee is required to use the employee’s available vacation or sick leave for the remainder of the work day.
- In the event that an exempt status employee misses an entire scheduled work day, the employee is required to use the employee’s available vacation or sick leave.
- In the event that an exempt employee has exhausted all allocated vacation or sick leave and performs no work during an entire day, it may affect the exempt employee’s weekly wages. Abuse of AMC’s attendance, vacation or sick leave policies may result in discipline or corrective action taken against the employee, up to and including termination.

Rest Breaks: The Company permits employees to take rest breaks during the course of each workday with supervisory approval and as required by applicable state law.

Meal Breaks: AMC provides non-exempt employees with between a thirty (30) to sixty (60) minute meal break as required by and under the conditions of the applicable state law. Meal
breaks are unpaid, employees must record the start of the meal break and the end of the meal break, and all employees are expected to take at least 30 consecutive minutes for meal breaks.

Exempt employees may take up to a one-hour meal break daily, longer meal breaks must be approved by the employee’s Regional Manager or Vice-President.

Employees are required to take the appropriate meal and rest periods as required by law and Company policy. Any employee who believes that they have been denied such meal or rest periods must notify the Human Resources department immediately.

On-Call: Some employees will be required to be on-call as part of their regular job duties. Employees that are designated to be on-call must respond to emergency calls in a reasonable amount of time. An on-call log must be kept for all on call work performed.

Overtime: When work requirements cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. Continued refusals to work overtime as well as working unauthorized overtime, or overtime without approval from your Supervisor or Manager, may result in disciplinary action up to and including termination.

Overtime compensation is paid to all non-exempt employees in accordance with Federal and State wage and hour law. Overtime pay is based on actual hours worked; time off, sick leave, vacation leave, holiday leave, or any other leave of absence is not considered time worked for purposes of performing overtime calculations unless mandated by applicable State law.

Attendance and Punctuality: The Company expects its employees to be punctual, and to report to work and be prepared to work at the start of their scheduled shift and complete their scheduled shift. Employees are expected to work all scheduled hours as well as any required overtime. Tardiness and poor attendance disrupt the Company’s operations, create hardships for co-workers and will not be tolerated. There are times, of course, when circumstances cause an employee to be late or absent from work. In such situations employees are required to personally notify their direct supervisors prior to the start of their shift.

- When informing their Supervisor of being late or absent, employees must call-in for themselves at least two (2) hours before the beginning of their scheduled shift on weekdays and within three (3) hours before the beginning of their shift on weekends, unless the injury or illness prevents the employee from making the call personally.
- If an employee is unable to speak directly with their Supervisor or the Supervisor’s Manager, the employee must speak with a Member of the Management Team. Voice messages, text messages and emails will not be accepted; please talk with your Supervisor about proper call-in procedures.
- In the event an employee is absent due to a medical emergency, the supervisor should be contacted within 24 hours of the start of their shift. If an employee is unable to contact his/her supervisor, an immediate family member should do so.
- Employees missing three or more consecutive workdays:
  - Must provide written validation supporting a tardy occurrence or absence. Documentation may include a doctor’s note, a doctor’s release for duty, receipts, tickets, summons and other official notices.
  - Must report to the office prior to beginning work or showing up on any job site.
Employees who do not report to their regularly scheduled shift, who do not work through the end of their regularly scheduled shift and do not notify their Supervisor as provided above may be considered to have voluntarily abandoned their job and may be subject to disciplinary action up to and including termination. One to two days of not calling-in and not reporting to work will result in disciplinary action. A third no-call/no-show will be considered as a voluntarily resignation.

Company Closings, Inclement Weather & Power Outages: AMC holds a Company policy to continue operations despite inclement weather and other types of interference pending review by Management. Employees will be notified of any closures or exceptions to this policy by Supervisors. If you have any questions either now or during inclement weather, please contact your Supervisor.

EMPLOYEE BENEFITS

Benefits Information: Eligible employees may be covered under the applicable insurance plans upon successfully completing the new hire benefit waiting period and completing the online enrollment process. Failure to complete the online enrollment process within 30 days of hire will result in the denial of coverage after the designated waiting period and benefits will not be available until open enrollment or a qualified life event or loss of other coverage occurs.

Employees are encouraged to carefully review the insurance plan descriptions provided by the carrier for further information about these valuable benefits. Premiums vary depending on coverage, and are adjusted annually. Detailed information about the Company’s group insurance plans will be made available at the time of hire or when an employee becomes eligible for enrollment. The Company reserves the right to alter its benefits and contributions at any time. To the extent that there are any discrepancies between any information included in the Employee Handbook, or other information provided to employees and the actual plan document, the actual plan document governs an Employee’s rights and benefits.

The Company offers a variety of benefits to eligible employees. A number of programs such as Social Security, workers’ compensation, and unemployment insurance cover all employees in the manner prescribed by law. Based on eligibility, the Company offers many other benefits described below according to the following eligibility-waiting period.

Employees must average a minimum of 30 hours per week to maintain benefit eligibility. If any employee drops below 30 hours per week for two consecutive weeks, the employee risks losing benefits coverage, except where benefit coverage is protected or provided by state or federal law. (e.g. FMLA, Worker’s Compensation, etc.)

If you have a qualifying event, please remember that changes such as adding a newly eligible dependent must be made within 30 days of the date of the event. Also, dependents that lose their eligibility (e.g. divorce or a child who has reached the age limit) should be removed from coverage within 30 days. Notifying your employer will allow for COBRA benefits information to be sent out.

Please understand that the existence of these employee benefits, in and of themselves, does not signify that an employee will be employed for the requisite length of time necessary to qualify for them. Employees are employed on an at-will basis.
Group Health Insurance: Full-time employees become eligible for enrollment in the Company’s group health insurance plans the first of the month following the completion of 60 days of continuous employment. The Company requires its employees pay their share of the cost of their health insurance premiums one month in advance of becoming eligible for health insurance coverage.

The Company currently contributes generously to the employee’s health insurance premiums for eligible employees who enroll in the group health insurance plan. Employee’s dependents may also be insured under the group health insurance plan; the employee is generally responsible for the premium for dependent coverage.

Group Dental Insurance: Eligible employees may also participate in group dental plans. The Company may coordinate or facilitate access to dental and other insurance products; the employee is responsible for any premiums and/or any fees in excess of coverage under these plans.

Group Vision Insurance: Eligible employees may also participate in group vision plans. The Company may coordinate or facilitate access to vision plans; the employee is responsible for any premiums and/or any fees in excess of coverage. Employee insurance premium payments for eligible plans are paid by payroll deduction to facilitate payment and to leverage pre-tax dollars under IRS Guidelines.

Group Life Insurance: Voluntary Supplemental Life is available to all full-time employees and their dependents. This benefit is 100% employee paid and gives employees the advantage of purchasing life and Accidental Death and Dismemberment insurance coverage at affordable group rates. This is not a pre-tax benefit option and is completely voluntary. Information will be provided together with the group health insurance booklet.

Voluntary Short-Term Disability: Short-Term Disability Insurance replaces a percentage of an employees’ income on a weekly basis in the event you are unable to work due to an accident or illness. This insurance is 100% employee paid. This is not a pre-tax benefit option and is completely voluntary.

401(k) Plan: Employees who are 21 years of age, have been employed for a continuous six months and who regularly work not less than 20 hours per week are eligible to participate in the Company’s 401(k) plan the following quarter. This plan allows employees to direct pre-tax earnings into an investment account. Eligible employees will be invited to participate in enrollment meetings offered from time to time. Other details will be made available to eligible employees at enrollment meetings. AMC does not match employee contributions to the 401(k) plan.

Unemployment Insurance Benefits: All employees are automatically covered under the State’s Unemployment Insurance as prescribed by law. The Company pays a portion of the premiums for this important coverage.
Social Security Benefits: All employees automatically participate in the Social Security Insurance Benefits at the time they are hired as prescribed by law. The Company pays into the program for this important coverage.

Workers Compensation Insurance: All employees are automatically covered by our Workers’ Compensation Insurance at the time they are hired. The Company pays 100% of the premiums for this important coverage. This coverage only applies to injuries/illnesses occurring from the authorized performance of an individual’s job function. It does not cover normal commuting travel to and from work, or injury sustained while performing any unauthorized work activities or engaging in inappropriate “horseplay.”

Workers Compensation insurance provides employees who sustain a work-related injury or illness with partial salary continuation and medical benefits. Under the provisions of the law, if an employee is injured while at work, he/she is eligible to apply for Worker’s Compensation. All injuries, no matter how slight, must be reported immediately, but no later than within one (1) hour, to your Supervisor to ensure consideration under Worker’s Compensation Insurance, and receipt of medical attention. Supervisors are required to report the injury any and all injuries to the Human Resources department the same day.

Workers Compensation Fraud: The Company takes the issue of workers compensation fraud very seriously. Because everyone bears the burden of increased workers compensation premiums, employees are required to report any potential fraud situations to the Company immediately. Suspicions of workers compensation fraud will be investigated.

Misrepresentation, abuse, fraud or any attempt to manipulate the workers compensation program may result in a denial or reduction of benefits, and/or corrective action up to and including termination of employment. Further, employees who commit workers compensation fraud are subject to criminal prosecution and can be fined and imprisoned if found guilty.

• Filing a claim for an injury or illness that does not exist;
• Pretending that an injury happened at work when it really happened off the job;
• Making a false statement to support another employee’s claim for workers’ compensation benefits.

PAID TIME OFF/HOLIDAY/VACATION BENEFITS

Paid time off benefits are considered a benefit and not part of the employee’s wages or part of the compensation paid to an employee for services rendered unless otherwise required by State law. In addition, paid time-off benefits are provided to full-time employees as set forth below. Paid time off is paid at the employee’s base rate at the time of the leave. Paid time off is not considered time worked for purposes of calculating overtime pay, it does not include any special forms of compensation such as incentives, commissions, or bonuses, unless required by applicable state law.

Employees are expected to manage their annual paid time off allotment in a manner that ensures they have sufficient time available for use throughout the entire year. This includes planned, recreational use as well as reserving a sufficient balance to use for unplanned illness, doctor visits or other emergencies. When an eligible employee is unable to complete their assigned 40 hour work week schedule, paid time off must be used to supplement the wage difference up to the employee’s regular rate of pay or as permitted by applicable state
law. Requests to be absent from work or being absent from work that exceeds an employee’s entire allotment of accrued paid time off and that is not covered by an excused personal or medical leave, will be considered an unexcused absence and may result in disciplinary action. These benefits should not be construed as an employment agreement; our employees are employed on an at-will basis.

**Sick/Personal Leave:** All regular full-time employees accrue sick/personal leave at the rate of 2.46 hours per pay period for a total of 8 days per year. This leave is available to use as it is accrued. Accrued leave may be carried over each calendar year up to a maximum of 64 hours and is not paid upon termination of employment. Upon accrual of the maximum sick/personal leave, no more time will be earned until usage brings the total below 64 hours.

Paid sick/personal leave may be used for the following:
- Employee illness, injury or health condition or for preventative care for an employee or an employee’s partner or family members.
- Reasons related to domestic violence, sexual assault or stalking.
- School or workplace closure by a public official to limit health hazards.

Paid sick/personal leave may not be used to extend a holiday or vacation. Any non-exempt employee using sick leave for three or more consecutive business days must provide a doctor’s certificate certifying the illness/injury, including dates, and permission to return to work. At the Company’s discretion, sick time may not be paid out if a doctor’s certificate is not received. Any absence for personal reasons must be approved by a supervisor at least one week in advance.

Sick/personal leave may not be used to pay an employee for more than 40 hours per week unless otherwise mandated by state law.

Sick/personal leave may not be used once an employee has given notice to quit.

Sick/personal leave will not be paid out upon the termination unless otherwise mandated by state law.

AMC’s sick/personal leave policy for those employees who perform work in the city of Seattle, Washington for more than 240 hours within a calendar year is set forth in the Seattle, Washington addendum to this Handbook. Sick leave for California employees who work more than 30 days in one year is set forth in the California addendum to this Handbook.

**Paid Vacation Time:** All regular full-time employees are entitled to paid vacation benefits. Vacation benefits are earned and accrued beginning on the first day of employment. Employees may begin using vacation time after completing six (6) months of continuous service with AMC. Vacation benefits accrue as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Accrual Rate</th>
<th>Maximum Accrual</th>
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</thead>
<tbody>
<tr>
<td>0 – 3</td>
<td>3.08 hours / pay period OR 10 days / year</td>
<td>80 hours</td>
</tr>
<tr>
<td>3 – 4</td>
<td>4.6 hours / pay period OR 15 days / year</td>
<td>120 hours</td>
</tr>
<tr>
<td>5 or more</td>
<td>6.1 hours / pay period OR 20 days / year</td>
<td>160 hours</td>
</tr>
</tbody>
</table>

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Vacation pay will not be issued to anyone unless time off has actually been taken. Vacation time does not accrue for employees who are on a leave of absence. Every applicable employee can carry over their maximum accrual amount from one year to the next. All employees stop accruing vacation time once they have reached their maximum accrual.

Vacation pay may not be used to pay an employee for more than 40 hours per week unless otherwise mandated by state law.

Employees with 6 months or more of consecutive service will be paid out their remaining vacation balance upon termination unless otherwise mandated by state law. Employees whose employment is ended before six months of consecutive service for any reason, will forfeit any vacation balance and will not receive any payout upon termination unless otherwise mandated by State law.

All Employees must schedule vacation time **30 days in advance** to allow for sufficient personnel coverage. In the event a conflict occurs with employees wanting to take the same time off, seniority or business necessity will be the determining factor.

All employees must submit a written request for paid vacation using a **Time-Off Request Form** signed by both the employee and immediate supervisor. **Time-Off Request Forms must be sent or faxed to 801.676.1653.** Supervisors are responsible for ensuring adequate staffing levels are met and therefore may not be able to grant every request.

Vacation requests from properties need to be signed by both the Community Manager and RPM before sending to Human Resources to enter onto the vacation calendar. All vacation requests that are approved will then be logged onto the AMC Vacation Calendar. Time off requests will be approved upon proper coverage of the property, at every level. If more requests for time off are sent in for approval than can be accommodated, time off will be given based on property performance and property coverage.

**Paid Holidays:** All regular, full-time, non-exempt employees who have completed sixty consecutive days of employment are eligible for Paid Holidays. All exempt employees are eligible for Paid Holidays immediately upon hire. Full time employees who are hired by AMC as a direct result of a management acquisition are immediately eligible to receive Paid Holidays and the sixty-day waiting period is waived. Holiday pay does not count as regular hours for the purposes of calculating overtime unless mandated by State law.

Employees may be required to work on a Paid Holiday. If so, employees will be paid for the actual hours that they worked. This may or may not be paid as overtime, depending on the time the employee worked the rest of the week.

The following seven holidays are observed each year:

- New Year’s Day
- Martin Luther King Holiday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Revised January 2015
Should a Paid Holiday fall during an approved vacation period, the holiday will not be charged against vacation leave. Should a Paid Holiday fall on an employee’s normal day off, an extra day off during the same pay week will be allowed, if possible. If this day is not taken during the same work week the holiday falls, this day may be forfeited. Employees on a leave of absence, that have been laid-off, quit or are terminated, or who otherwise were not scheduled for work during the work-week on which the holiday lands, are not eligible for holiday pay.

An employee must work both the full scheduled shift the day preceding and the day following the holiday in order to be eligible for the benefit on the given holiday – with exceptions for weekends or paid vacation leave.

**LEAVE OF ABSENCE**

The Company provides (1) family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, in accordance with the federal Family and Medical Leave Act of 1993, as amended (“FMLA”); (2) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act (“ADA”); and (3) leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact the Department of Human Resources.

**Family Care, Medical and Military Leave**

To be eligible for family care, medical, and military leave, an employee must (1) have worked for the Company for at least twelve months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave; and (3) work at a location where the Company has employed at least 50 employees within a 75-mile radius.

An employee returning from fulfilling his or her Regular Armed Forces, National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

In the case of a pregnancy disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should contact the Department of Human Resources for clarification about his or her rights for other types of leave.

“Family Care and medical leave” may be requested for (1) the birth or adoption of an employee’s child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee’s child, domestic partner, spouse, or parent; or (4) an employee’s own serious health condition.

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

“Military exigency leave” may be requested when there is a qualifying military exigency as defined by the U.S. Department of Labor arising out of the fact that an employee’s spouse,
child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces. Qualifying military exigencies include some of the following:

- **Short-notice deployment** where the employee may take leave to attend any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date covered service member receives the notification.

- **Military events and related activities** where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.

- **Childcare and school activities** where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.

- **Counseling** where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered service member.

- **Rest and recuperation** where the employee may take up to fifteen days of leave to spend time with a covered service member each time the service member is on short-term rest and recuperation leave during the period of deployment.

- **Post-deployment activities** where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issue that arise out of the death of a covered service member.

- **Parental care arrangements** where the employee may take leave to care for a parent who is incapable of self-care when the care is necessitated by the employee’s active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

- **Additional activities** where the employee may take leave to address other events that arise out of the call to active duty as the Company and the employee may agree as to both timing and duration.

“Military caregiver leave” may be requested to care for a covered service member if the employee is the covered service member’s spouse, child, parent, or next of kin. For purposes of this leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during
the five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy.

**Substitution of Paid Leave:** Employees are required to substitute accrued vacation time for all family care, medical leaves, and military leaves. Employees are required to substitute sick leave only for the employee’s own medical leaves. Employees may elect to substitute paid leave to attend to an illness of a child, parent, spouse or domestic partner of the employee [or for other types of family care leave.

**Amount of Leave:** Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee’s leave commences. Parents who are both employed by AMC may take a maximum combined total of 12 weeks of family care leave in a 12-month period for the birth, adoption, or foster care of their child.

The substitution of paid leave for family care, medical, and military leave does not extend the total duration of family care and medical leave to which an employee is entitled to beyond 12 weeks in a 12-month period. For example, if an employee has accrued two weeks of unused paid vacation time at the time of the request for family care or medical leave that paid vacation time may be substituted for the first two weeks of family care or medical leave, leaving up to ten additional weeks of unpaid leave.

Family care leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two weeks’ duration; however, the Company will provide employees with family care leave for birth, adoption, or foster care placement of less than two weeks’ duration on any (2) occasions. Family care leaves for birth, adoption or foster care placement of a child must be concluded within one year of the birth, adoption or placement.

**Military Caregiver Leave:** Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

Spouses who are both employed by the Company may take a maximum combined total of 26 weeks in the 12-month period for the care of the service member and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period be taken for reasons other than to care for the service member.

**Intermittent Leave:** Family care or medical leave for the employee’s own serious health condition or for the serious health condition of the employee’s spouse or domestic partner, parent or child, and military caregiver may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the Company’s operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Military exigency leave also may be taken intermittently or on a reduced schedule.
The Company retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee’s leave schedule.

**Leave’s Effect on Pay:** Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA is unpaid. However, employees in certain states may be entitled to certain state provided benefits.

**Leave’s Effect on Benefits:** During an employee’s family care, medical, and military family leave the Company will continue to pay for the employee’s participation in the Company’s group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken the leave.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee’s pay through the regular payroll deductions.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the reoccurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee’s control, the Company may recover any health premiums paid by the Company on the employee’s behalf during any unpaid periods of the leave.

Employees on family care, medical and military leave accrue employment benefits such as sick leave, vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

**Procedure for Requesting Family Care, Medical and Military Leave**

**Notice Requirements:** Employees should notify the Company of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical and military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, if possible, the employee must provide 30 calendar days’ advance notice to the Company of the need for leave. For events that are unforeseeable 30 days in advance, but are not emergencies, the employee must notify the Company as soon as he or she learns of the need for the leave, ordinarily no later than 1 to 2 working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting Company operations, and may be requested to reschedule the treatment so as to minimize disruption of the Company’s business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Company reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make the Company aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to
perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of a family care, medical, military exigency, and military caregiver leave must be received at least (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

Once the Company is aware of the employee’s need for leave, it will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employees’ rights and responsibilities. If the employee is not eligible, the company will provide a reason for the ineligibility.

Certification: Any request for medical leave for an employee’s own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service member.

For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the Company’s request for certification, unless it is not practicable under the circumstances to do so, despite the employee’s good faith efforts. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of the employee’s continued leave. Any request for an extension of leave also must be supported by an updated medical certification.

The medical certification for a child, spouse, domestic partner, or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider’s estimate of the amount of time needed for family care; (d) the health care provider’s assurance that the health care condition warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee’s own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee’s option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide
the required certification may result in a denial of the employee’s continued leave. Any request for an extension of the leave also must be supported by an updated medical certification.

Where permitted by law, there may be circumstances where the Company may require the employee to obtain a second opinion from a doctor of the Company’s choosing at the Company’s expense regarding a medical certification. If the employee’s health care provider and the doctor providing the second opinion do not agree, the Company may require a third opinion, also at the Company’s expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the Company also may require the employee to provide medical certification that he or she is able to return to work.

**Designation of Protected Leave:** Once the Company has sufficient information to determine whether the leave is FMLA-qualifying, the Company will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee’s leave entitlement. If the Company determines that the leave is not protected, the Company will notify the employee.

**Leave’s Effect on Reinstatement:** Employees returning from family care or medical leave are entitled to reinstatement to the same or comparable position consistent with applicable law. AMC however, retains the right to deny reinstatement to employees who are among the highest paid ten (10%) of the Company’s employees and whose reinstatement would cause substantial and grievous economic injury to the Company’s operations.

The Company complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions, or would like further clarification about your rights under the FMLA or other types of leave, please contact the Department of Human Resources.

**Temporary Disability Leave**

**Eligibility and Duration:** Employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a qualified disability under the Americans with Disabilities Act or under certain State laws. The duration of a disability leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave rights, including compensation, benefits, substitution of paid leave, notice and certification requirements, and reinstatement that shall be governed by state workers’ compensation laws, employees having questions about such rights should contact the Department of Human Resources.

**Leave’s Effect on Pay and Benefits:** An employee taking temporary-disability leave must substitute any accrued sick pay and vacation pay for the leave. Except to the extent that paid leave is substituted for temporary-disability leave, the temporary-disability leave will be unpaid.
Group insurance benefits may be continued during the temporary-disability leave period. However, the cost of such coverage, including the Company's premium payment, becomes the responsibility of the employee. The employee and the Department of Human Resources should agree upon a payment schedule before the employee's leave begins.

**Procedure for Requesting Disability Leave:** Unless the circumstances render it impractical, a temporary-disability leave must be approved in advance by the Department of Human Resources. Whenever possible, an employee should submit a written request for disability leave to the Department of Human Resources as soon as the employee is aware of the need for such leave or transfer. Any request for a disability leave must be supported by a medical certification from a health care provider, which shall provide the following information: (a) the date on which the employee became disabled; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all or unable to perform any one or more of the essential functions of his or her position without undue risk to the employee or to other persons. The certification should also explain what accommodations, if any, will assist the employee in performing the essential functions of his or her position.

**Reinstatement After Temporary-Disability Leave:** Each employee who has taken a temporary-disability leave must keep the Department of Human Resources advised of the disability status and must contact that Human Resources individual at least two weeks prior to the expiration of the scheduled leave to discuss the employee's return to work. An employee desiring to return to work from temporary-disability leave shall be given his or her former position when staffing requirements permit. AMC cannot, however, guarantee that the employee's former position, or any other position, will be available upon the expiration of the scheduled leave.

Each employee who has taken a temporary-disability leave must be certified by health care professional that he or she if fit to return to work. The medical certification should be in writing and submitted to the Department of Human Resources on or before the employee's return from temporary-disability leave.

**Bereavement Leave:** The Company provides up to three days of paid time off for the death, funeral, or estate settlement for an immediate family member. The phrase "immediate family member" includes the employee's spouse or domestic partner, brother, sister, father, mother, child, grandparents or legal guardian. Additional time off may be granted at the Company's discretion and will be charged against accrued vacation, or taken without pay. The Company may request adequate verification.

**Jury Duty:** Any employee required to serve on jury duty may do so. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy. Non-exempt employees will receive no special jury duty pay for serving or for hours served on jury duty, unless otherwise mandated by state law. An exempt employee's salary will not be reduced for partial weeks of work missed due to service as a juror. However, the Company will not pay an exempt employee his or her weekly salary if he or she performs no work for the Company during an entire week while serving on jury duty. If desired, an employee can use any vacation time he or she has available while serving on jury duty. Employees may be required to provide verification for the absence.

**Witness Duty:** The Company provides time off to appear in court as a witness or in order to comply with a subpoena or other order of the court. Time taken by a non-exempt employee to
appear as a witness is unpaid but employee may use any available vacation time. Employees may be required to provide verification for the absence.

**Military Leave:** If an employee is called for duty in the armed forces or in an active National Guard or U.S. Reserve Unit, the Company will grant the employee military leave without pay to the full extent required by applicable law. Employees should give evidence of their orders to the Director of Human Resources as soon as possible.

Any member of the uniformed services or a reserve component of the armed forces of the United States who, pursuant to military orders, enters active duty, active duty for training, inactive duty training, or state active duty shall upon request be granted an unpaid leave of absence from employment, but for not more than a total of five (5) years during the course of his/her employment with the Company. Participation in public ceremonies and parades and other duties in the service of the state, when participated in under instructions of the commander-in-chief, shall be deemed military duties of the National Guard for which a leave of absence shall be granted.

In the case of Military Leave that does not exceed thirty (30) days in a single stretch; the Company will continue to contribute to the cost of employee benefits. In the case of Military Leave that causes an employee to be absent for more than thirty (30) days at a time, company contributions to benefits will cease, but employees may elect to continue benefits, such as health-plan coverage, at their own cost.

The Company will not discriminate in employment or take any adverse employment action against any person who is eligible for and takes Military Leave. Employees out on Military Leave will be entitled to the reemployment rights as provided by law. Generally speaking, that means that upon satisfactory release from duty or training, or from hospitalization incidental to the training, the employee shall be permitted to return to the same or an equivalent position to that which the employee held at the commencement of leave, and will have the same seniority, status, pay, and vacation he or she would have had as an employee if he or she had not been absent for military purposes.

Requests for military leave should be made in writing, if at all possible, as soon as practicable after receipt of the military orders, and should be submitted to the Director of Human Resources.

**Time to Vote:** AMC complies with applicable laws entitling registered voters to participate in municipal and general elections. The Company permits any employee, who is registered to vote and who on an election day, is scheduled to work may take up to two hours off unpaid so he/she may vote in such municipal or general election. The Company expects that all employees who take time off will use such time for voting. Employees who seek time off must, prior to Election Day, present a current voter registration card to their Supervisor and provide notification of the time the employee intends to take off. Time to vote must be requested and approved by a supervisor at least 30 days prior to taking the time to vote.

**Personal Leave of Absence:** Personal leaves may be granted at Management’s discretion. Management must approve all personal leave of absences. Only written requests will be reviewed and considered prior to the commencement of the leave. The length of the leave and the position available upon return from leave will be based on the conditions applied to the leave
CONDUCT POLICIES

Our employees are our most valuable asset and the most important contributors to our continued growth and success therefore AMC is firmly committed to the safety of our employees.

Drug & Alcohol Policy: AMC intends to provide a safe, alcohol and drug-free workplace. Therefore, it is the policy of the Company to prohibit the unauthorized possession, use, presence of, sale, transfer, or being under the influence of drugs * or alcohol on Company property, including all Company structures, facilities, lands, and work-related locations, Company automobiles, trucks, and any other vehicles used for Company purposes.

It is a violation of our policy to use, possess, or distribute illegal drugs, mind altering substances, or drug paraphernalia, abuse prescription drugs or alcohol while on Company premises, during Company time or even off Company premises if it results in impaired job performance. Failure to comply with this policy may result in corrective action up to and including termination. (*Drug means any substance capable of altering an employee’s mood, perception or judgment and includes controlled substances, over-the-counter drugs, inhalants (legal and illegal) and prescription drugs.)

Drug and Alcohol (Substance) Abuse: AMC will employ every legal means available to it to operate its business free from alcohol and drugs. Accordingly, where the law permits, we reserve the right to conduct drug testing for: pre-employment post-offer screening, reasonable suspicion/probable cause as well as post-accident. This list is not intended to limit the events which would require a drug test and the Company reserves the right to test for drugs, alcohol and other mind altering substances for other lawful reasons. This policy provides for AMC to conduct periodic testing on an unannounced basis for illegal drugs as permitted by applicable state laws.

Reasonable Suspicion/Probable Cause: Where there is reasonable cause to believe an employee may be impaired for any reason or affected by alcohol or drugs while on the job, or if the employee is the subject of a drug-related investigation, arrest or conviction, management will take corrective action. This will include being directed to have a screen for drugs and/or alcohol if appropriate, to ensure the employee is fit for work. Refusal to cooperate with management’s request to have an evaluation is considered a voluntary resignation.

Post-Accident: An employee who has on-the-job injury which requires medical treatment or contributes to a medical injury, is involved in significant property damage or injury incident, involved in an accident with a Company vehicle, while on Company business or involved in a physical fight will be required to have an immediate substance screen to ensure fitness for work. This policy is subject to the specific laws in certain jurisdictions where it may not apply.

Refusal to Submit to Drug/Alcohol Testing: The refusal of a current employee to submit to drug or alcohol screening tests will be considered a voluntary resignation from employment with AMC.
Time of Testing and Cost of Testing: Any drug or alcohol testing by AMC will occur immediately after notification or when seeking treatment for an accident and will be deemed work time for purposes of compensation and benefits for current employees. Pre-employment screens will not be considered time worked. The Company will pay all costs of testing for drugs and alcohol that is required by AMC except in the case of re-testing.

Consent Forms: The employee may be requested to sign a consent form authorizing appropriate testing for the purpose of determining the presence of alcohol or illegal drugs, and to authorize the release of the written results of such test to AMC.

Employee Information: An employee asked by AMC to undergo drug or alcohol testing may voluntarily decide to notify the Human Resources Department of any information the employee or prospective considers relevant to the test, including identification of currently or recently used prescriptions or non-prescription drugs, or other relevant medical information.

General Guidelines: An AMC employee or person working for the Company who tests positive for illegal drugs or alcohol while on the job or on/off Company premises will face immediate corrective action up to and including termination.

Any employee found to be using, selling, buying, taking possession of or providing illegal drugs, or mind altering drugs not prescribed by a doctor and taken as directed, on Company premises or in a Company vehicle or while on Company duty, off-premises, will be terminated and the proper authorities notified.

An employee may face corrective up to and including termination for consuming alcohol on Company property or in a Company vehicle at any time regardless of the reason.

Providing false information or attempting to alter a urine specimen is cause for termination.

This policy applies to individuals at all levels in the organization and complies with state and federal laws.

An employee taking prescription medications under the proper direction of a physician which might affect job performance, must notify his or her Supervisor.

Prevention of Workplace Violence: AMC does not tolerate workplace violence or threats of violence committed by or against employees.

AMC is committed to providing a safe, violence-free workplace. In this regard, the Company strictly prohibits employees, consultants, customers, visitors, or anyone else on Company premises or engaging in a Company-related activity from behaving in a violent or threatening manner. Moreover, AMC seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior. Examples of workplace violence include, but are not limited to, the following:

Threats of any kind;

Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;

Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of Company property, or a demonstrated pattern of refusal to follow Company policies and procedures;

Defacing Company property or causing physical damage to the facilities;
or With the exception of security personnel, bringing weapons or firearms of any kind on Company premises, in Company parking lots, or while conducting Company business.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the immediate supervisor, Regional Property Manager, VP, Human Resource Department or Legal Department immediately. Even without an actual threat, employees should report any behavior regarded as threatening or violent that is job-related and/or connected to Company employment and/or might be carried out on a Company controlled site.

AMC employees aware of a threat of imminent workplace violence, an actual ongoing act of workplace violence or a violent incident occurring on AMC properties should immediately contact courtesy patrol, local police and/or 9-1-1 for immediate assistance if necessary. Further, employees should notify the Department of Human Resources and the Legal Department if any restraining order is in effect, or if a potentially violent non work-related situation exists that could result in violence in the workplace.

Retaliation against any employee who reports workplace violence is prohibited and will not be tolerated by the Company.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Company will inform the reporting individual of the results of the investigation. To the extent possible, the Company will maintain the confidentiality of the reporting employee and of the investigation. The Company may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual’s safety.

If the Company determines that workplace violence has occurred, it will take all appropriate disciplinary action it deems necessary and appropriate under the circumstances. Such action may include, but is not limited to:
Suspension, termination or other disciplinary action as appropriate;
Removal from the premises and/or withdrawal of consent to enter or be present on the premises pending the outcome of an investigation and thereafter, if required;
Notification of security and law enforcement agencies of any threats and/or violent acts, and/or initiating criminal arrests and prosecutions;
Reassignment/relocation of personnel or job duties; if required;
Termination of any business relationship;
Any other action deemed by the Company to be necessary or required under the circumstance.

Any inquiries from any media representatives regarding any actual or potential instances of workplace threats and/or violence should be referred to the Department of Human Resources for official information and comment.

**Employee Safety:** AMC is committed to providing safe and healthy working conditions for all employees. Accordingly, AMC has instituted an Employee Safety Program designed to protect the health and safety of all personnel. Every employee will receive a copy of the Employee Safety Manual. In addition each employee is required to receive training on OSHA compliance. Employees are required to know and comply with AMC’s Safety Rules and to follow safe and healthy work practices at all times. Employees may be subject to discipline for engaging in any unsafe or unhealthy work practice or for violating established safety rules.
PROCEDURES AND STANDARDS OF CONDUCT

Work Rules and Performance Standards:

AMC Employees are expected to observe certain standards of job performance and good conduct. The rules listed below are intended to provide employees with fair notice of what is expected of them and what is regarded as unacceptable conduct, however such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the Company, or other employees, or customers, may also result in disciplinary action.

The following is presented only as examples. Employees are responsible for understanding and following the principles embodied in these examples as well as the policies outlined in this Handbook.

Examples of unacceptable conduct include:

- Below standard work quality or quantity.
- Insubordination or poor attitude, including rudeness, or lack of cooperation.
- Failure to follow instructions or Company policies and procedures.
- Abuse, misuse, theft, or the unauthorized possession or removal of Company property or the personal property of others.
- Conviction of any crime, which may cause the employee to be unsuitable for continued employment as determined by the Company.
- Accepting any payment, fee, commission, gratuity, entertainment, service or gift from anyone doing business with, or who desires to do business with AMC, or who is a resident of an AMC managed property (small value vendor marketing gifts of food, flowers or similar items valued at less than $25.00 may be accepted and shared with the entire organization).
- Engaging in any activity that would conflict with or detract from your ability to carry out your assigned duties and responsibilities.
- Engaging in outside business activity with anyone in the property management industry, or with anyone that you have met through your employment with AMC that creates a conflict of interest in your employment with AMC;
- Engaging in any outside business activity in the property management business or with any business you met while working at AMC without having received prior written approval from the President.
- Conducting business with or authorizing a property to do business with any vendor who employs a relative of employee without having received prior written approval from the President or having any material interest with any vendor who does business with any AMC managed property.
- Failure to report threatening, potentially violent, or illegal conduct by co-workers, customers, or suppliers to a Supervisor.
- Divulging confidential information to unauthorized persons.
- Failing to comply with all Company safety and security regulations.
- Failing to fully cooperate during or with any AMC investigation.
- Failing to be fully candid or providing false or misleading information during any AMC investigation.
- Failing to conduct yourself in a manner that promotes the best interests of the Company.
Failing to treat all customers, visitors, and co-workers in a courteous manner.
Disorderly conduct on Company property or while on Company business.
Fighting or attempted bodily injury, or the use of profane, abusive, or threatening language toward others, or possession of a weapon.
The use of offensive or inappropriate images and language including any material used or displayed within the employee’s work area and computer.
Recoding an income, expense, or other transaction inaccurately by design to misstate any material facts, or achieve personal gain.
Neglecting to report to the President any suspicions you might have that these Work Rules, Performance Standards are being violated.
Since AMC serves the public and other organizations, it is essential that employees treat information about clients, residents, internal operations, and internal records with absolute confidentiality and integrity.
The Company permits limited solicitation and distribution by employees only when those activities do not interfere with its normal operation, reduce employee efficiency, annoy customers, or pose a threat to security.

Violations of Standards of Conduct may subject an employee to disciplinary action up to and including termination. Abiding by the Company standards does not ensure continued employment with AMC. Employees are employed on an at-will basis except as provided by a written employment contact signed by the President of the Company.

Dress Code, Personal Hygiene and Appearance: It is important that employees present a professional image to our clients, our residents, the public, and co-workers while representing AMC.

Employees are to exercise good judgment in dressing according to the demands of their job. Employees should wear clean neat clothing, observe acceptable standards of personal hygiene and avoid excessive make-up and/or fragrance in consideration of special sensitivities of others. Avoid fashion extremes in the work place. Employees should check with their Supervisor if they are unsure about their attire.

Any employee who does not meet the work place dress code may be required to leave the premises without pay to change clothes and correct the situation.

The following guidelines apply to all employees located at property sites:
- No strapless, spaghetti strap, halter tops, tank tops, t-shirts, low cut shirts or belly shirts
- No beachwear
- No flip-flops or open toe sandals commonly used at the beach
- Skirts should be no shorter than 3” above the knee
- No clothing with offensive or inappropriate language
- All clothing should be clean with no rips, holes, or tatters
- No baseball or trucker caps
- Hair should be clean, combed, and neatly trimmed or arranged
- Sideburns, moustaches, and beards should be neatly groomed
- Upon written approval from the President and the owner of the property where employee is working, community managers may choose to have Fridays as “jean day” where office employees may wear clean, wrinkle free, stylish, no holes and non-faded jeans. “Jean day” will not be acceptable when property owners are in town.
- If a community manager selects uniform attire, then all of the employees working at that individual site must adhere to the uniform policy.
Audio & Video Recording Authorization: AMC, its principals, subsidiaries, employees, agents and/or contractors have the authorization to make unannounced video and audio recordings of any employee's image and voice at any time while employed by AMC. Consent to record is limited in time and place to when the employee is acting within the course of employment or when the employee is on any portion of property owned or managed by AMC, its principals, subsidiaries or agents. Video recordings will be unannounced and may be conducted without the employee's acknowledgement at the time of the event. The consent to audio and video record does not authorize AMC to sell any recording made of an employee to a third party or to use the recording for advertising or other non-intra-company purposes. The audio and video recording is intended for the same purpose as a written shopping report and/or to provide a training tool for use by employee's supervisors. Consent to record shall be continuous in nature and AMC is not required to obtain additional consent at the time of recording.

No Cash Acceptance Policy: AMC has a NO CASH acceptance policy. Any employee that accepts cash, for any reason, may be subject to disciplinary action, up to and including termination of employment. AMC reserves the right to prosecute any employee found to be misusing company funds or taking AMC property off the premises with the intention of theft or conversion. AMC also expects that employees will be responsible for reimbursing AMC for property that an employee has lost, stolen or misplaced.

Employee Apartments: AMC is in the business of managing apartment communities. From time to time an employee may be required to and/or seek to live in one of the communities that we manage. Employees must be approved by the Company and the owner of the subject property prior to obtaining residency at the subject community. All employees who live on-site are required to sign a residency license agreement for a month-to-month lease term, as well as complete all other pertinent lease file documents. The Residency License Agreement may be cancelled by AMC upon termination of an employee’s employment. Upon said termination, the employee must vacate the premises within the time period specified by the License Agreement. Following termination, and at AMC’s sole discretion, the former employee may be placed on a standard resident lease agreement.

Employees that are residents of AMC-managed communities are expected to pay their rent in a timely manner. Employee delinquent accounts will be handled in the same manner as with any non-employee residents, including the application of late charges and the filing of legal proceedings. In addition, any employee living on-site is responsible for abiding by the policies of the community. Violation of community policies and/or inappropriate conduct by the employee as a resident of the community may result in disciplinary action up to and including termination.

Non-Disclosure of Confidential Information: The protection of confidential business information and/or AMC’s trade secrets is vital to the interests and success of AMC. All confidential information provided to or otherwise obtained by AMC employees, relating to the Company’s methods of doing business, is entrusted to the employee in confidence.

Confidential information includes but is not limited to confidential or proprietary information pertaining to AMC or any of its affiliates, customers, agents, representatives, consultants, licensors or licensees and includes, without limitation, information that is not publically available, such as business plans or projections, trade secrets, statistical information, pricing policies, cost information, supplier and customer lists and contracts, applications and service policies, financial and sales performance data, personnel information and policies, materials and/or
forms, financial and performance data, personnel information and policies, data, ideas, lists, plans, and any other information that AMC maintains as confidential, are the exclusive proprietary information of AMC. Such information may not be released to any outside person or entity. Any improper transfer of such material or disclosure of information not otherwise available publically, whether or not such action infers direct or indirect benefit to the employee will result in corrective action, up to and including termination.

Employees must abide by the following policies regarding confidential information:

- Respect the complete confidentiality of such business information at all times. Treat such information with the strictest confidence;
- Do not give or disseminate confidential information to outsiders;
- Do not give confidential information to fellow employees whose duties do not require that they receive such information;
- Do not leave confidential information out in the open, such as on the employee’s desk, so that others may be able to view it;
- When not in use, always keep confidential information locked up in a safe and secure location.

Socializing or Fraternizing with Residents, Vendors and Fellow Employees: Socializing with residents, vendors or fellow employees, other than at Company-sponsored events, is not in accordance with the best interests of the Company and is strongly discouraged. Employees’ behavior should be consistent with AMC’s high standard of professional conduct, and in the Company’s best interest at all times. In the event that a close social or romantic relationship develops between an employee and community resident, this relationship must be disclosed to Human Resources immediately so that a transfer for the employee might be considered. Any behavior that, in the sole and absolute discretion of AMC, may jeopardize the interests of the Company may be grounds for disciplinary action up to and including termination.

Company Equipment, Communication & Electronic Systems: All Company communication systems, services and equipment, including the messages transmitted or stored by them, are the sole property of the Company. Accordingly, the Company may access and monitor employee communications and files at any time and for any reason. This includes but is not limited to, mail, e-mail, instant messaging, faxes, telephone calls, voice messages, text messages, picture files, computer files, network records, regardless of password protection.

AMC provides use of, among other equipment, computers, telephones, cell phones, telephones and other electronic devices for the purpose of conducting the business of the Company. The Company reserves the right to limit or prohibit any and all use of Company equipment for any purpose not related to Company business. By accessing the company’s electronic communication systems, employees expressly consent to such monitoring and acknowledge that communications may not be private. Employees should have no expectation of privacy when using any Company Equipment and related systems. This means that the Company reserves the right to monitor communications, search data, or otherwise review usage of the above-listed systems whether the employee is using the tools during business hours or after business hours (this includes all remote access usage.) Inappropriate use of any systems including but not limited to Network and Electronic Resources may result in disciplinary action, up to and including termination.

Employees are expected to keep all passwords confidential; however employees are required to disclose passwords to the President or Legal Department upon request (both during and at the end of employment).
The following are examples of conduct that will be considered a violation of the Company’s policies:

- Accessing, downloading or disseminating material which is offensive, sexually explicit, defamatory, discriminatory, racially or otherwise abusive, harassing or violent.
- Knowingly or wilfully using email to cause any material (including software) to be used, copied or distributed in breach of confidentiality or copyright obligations.
- Participating in online gambling.
- Using Company electronic resources to engage in any unlawful activities or promote or assist such activities or intentionally introducing computer viruses.
- Using Company electronic resources to engage in activities for the purposes of private profit.
- Using Company electronic resources to engage in unauthorized not-for-profit business activities including political, charitable or religious activities or for any fund raising or lobbying.
- Installing or accessing unapproved software (e.g. streaming videos, using instant messenger, screen savers, browser toolbars, games, etc.).
- Attempting to override or evade any program or measure installed by the Company that is designed to protect the security, integrity or general use of the network or system.
- Intentionally and knowingly attempting to and accessing a co-worker or Supervisor’s email system for purposes of obtaining any information intended only to be received by the co-worker or Supervisor.
- Hacking into or gaining unauthorized access to any Company or property network or computer system.

Employees are required to report any instances of offensive, sexually explicit, defamatory, discriminatory, racially or otherwise abusive, harassing or violent material or behavior. Employees are expected to take all reasonable steps to prevent the negligent or careless introduction of computer viruses; to protect passwords and unauthorized use of electronic equipment; and to safeguard against all other breaches.

Messages and communications sent using any Company equipment (computers, fax machines, cell phones, etc.) are subject to subpoena and access by persons outside of the Company in legal proceedings. Employees should be aware that inappropriate use of these resources could result in action taken against both the employee and the Company. Please consider this before sending any confidential messages or material.

**Personal Media:** It is prohibited under the law and AMC policy for employees to play CDs, MP3s, or services like Pandora in the community clubhouse, fitness rooms, community gatherings, or other common areas in the workplace. Personal use of this media is appropriate from time to time as long as it is approved by the employee’s supervisor and does not interfere with job duties.

**Use of Company Logo:** All uses and applications of the Company’s logo must be pre-approved by the President or a Senior Vice President including camera ready art work and any electronic copies of the logo. No employee is authorized to order office supplies, shirts, jackets, or other apparel with the Company logo unless authorized by the President or Senior Vice President.

**Supplies & Expenses:** Only authorized persons may purchase supplies in the name of AMC. Employees may occasionally incur expenses on behalf of AMC. AMC will reimburse employees for
reasonable, usual and customary business expenses, and certain job-related supplies and/or materials.

In the event you incur any expenses on behalf of the Company you will need to take the following steps in order to be reimbursed:

- Fill out on an AMC Expense Report with all expenses clearly explained.
- Attach all receipts to the AMC Expense Report.
- For Vice Presidents and Regional Managers, turn in reimbursement request to corporate no later than the 20th day of the month following the date of the expense.
- Corporate office employees may submit reimbursement request weekly.
- Expense Reports must be reviewed and approved by the employee’s supervisor and the Company Controller who will confirm that expenses are in accordance with this policy.

Reimbursements will not be made without a receipt. The Company will reimburse employees by a check separate from payroll.

**Travel Time:** Travel for business purposes must be approved in advance by your Supervisor and/or the President of the Company. In the event an employee has to travel for their job, the employee will be paid for all compensable travel time in accordance with State and Federal law. Reimbursement for travel expenses is contingent upon the submission of a properly completed AMC Expense Report form with fully documented accompanying receipts.

**Lodging:** When out of town travel is required more than 100 miles from an employee’s residence, we make every effort to find suitable accommodations for our employees.

**Meal Allowance:** AMC will reimburse employees for meals purchased up to the daily meal allowance while traveling more than 100 miles from an employee’s residence. The meal allowance is not a “per diem” which is credited to employees whether or not it is actually used for meal expenses, as only actual meal costs will be reimbursed. The following meal allowances have been established:

- Breakfast: $10.00
- Lunch: $20.00
- Dinner: $35.00

An employee cannot report alcoholic beverages consumed during a meal as part of the meal expense unless entertaining a non-AMC business associate or client.

**Property Invoice Submittal:** Any and all invoices must be submitted for payment within 15 days of receipt.

**Accurate Entry of Data:** The Company expects that employees will ensure that all data and information that is reported into any property management or accounting-related software, AMC’s website, or other Company utilized program or database, is true and accurate to the best of their knowledge, including but not limited to the following:

- **Operational Statistics:** Traffic, applications, renewals, move-ins and move-outs entered correctly and in a timely manner. All applicants screened per the Resident Selection Criteria Policy of the particular property where employee is working.
- **Income Statements:** All individual line items of EGI and COE are reported correctly.
- **Maintenance Statistics:** All service requests reported and handled correctly.
Work Records: Falsification of work-related documents may result in disciplinary action, up to and including termination. Samples of such documents include, but are not limited to, employment applications, resumes, time keeping records, expense reports, company contracts and agreements.

Personal Property: AMC is not responsible for the loss or damage of personal property brought onto Company premises. Employees are advised not to carry unnecessary amounts of cash or other valuables with them when they come to work. Personal property is the employee’s responsibility and is brought to work at their own risk.

If an employee finds Company property out of place or another employee’s personal property, it should be turned into a Supervisor as soon as reasonably possible.

Inspections/Searches of Work Areas and Employee Property: All personal property brought to work is subject to inspection without notice, including vehicles, packages, briefcases, backpacks, purses, bags and wallets. Furthermore, the Company may inspect without notice the contents of lockers, storage areas, file cabinets, desks and workstations at any time.

The Company is committed to providing a safe and healthy work environment for every employee. For this purpose, as well as to protect the Company and the employee, the Company will only conduct a search when it has a legitimate, business-related reason to do so in accordance with State and local laws. Examples of such reasons include, but are not limited to, safety concerns; loss of Company, employee or third-party property; drug and alcohol abuse; firearms or explosives in a Company building/structure or in Company vehicles (as applicable); and employee misconduct.

The Company reserves the right to seize any property which poses a safety risk, or is suspected of being stolen or misused, which is discovered during a search.

Parking: Employees who use either the Company or Company-managed property parking lot do so at their own risk. Employees are encouraged to lock their cars at all times when left in the parking facilities. The Company assumes no responsibility for any damages to, or theft of any vehicle or personal property left in the vehicle while on the parking lot.

Security: It is the policy of the Company to make reasonable efforts to provide for the security of its property, its employees, and authorized visitors to its premises. Employees are required to report any suspicious activity. Employees may be searched, questioned and subject to surveillance whenever the Company believes this is necessary.

Employment Verification and References: From time to time, third parties contact the Company to make inquiries or verify information about our present or past employees. All reference requests and inquiries regarding current or former employees should be directed to the Human Resource department. No employee is authorized to release references for any current or former employee without prior permission from Human Resources. Employment verifications from third parties requesting salary information will only be given with a written request and signed authorization form from the employee. Employees are not to provide any personal information about any other employee.

Solicitation: The Company prohibits solicitation and distribution on its premises by nonemployees.
Company Bulletin Boards: Posted information on Company bulletin boards is for the benefit of all employees. You will find posters that explain state and federal law, as well as updated information about Company policies and procedures. You are responsible for checking Company bulletin boards on a regular basis and for reading all posted materials. Employees may not post, remove, or alter materials on Company bulletin boards at any time, without prior written management approval.

Company Representation: The Company encourages employees to participate as individuals in civic, community, or social activities. However, employees should not use the Company's name to endorse or lend support to any business cause, organization, political party, social activity, or any other kind, without the written permission from the President.

The Company’s President or Senior Vice Presidents are the only individuals authorized to speak on behalf of, or to represent the Company in any Public Relations forum, unless previous and limited authorization is otherwise granted in writing. This includes press and media inquiries, membership on Advisory Boards, trade organizations, and/or industry forums. Inquiries from the media and other requests for Company information must be referred to the President or a Senior Vice President of AMC.

Company Property: The Company has undertaken great expense to secure the necessary equipment and facilities to be successful in our industry. As an employee of AMC, you will have use of the necessary equipment to perform your job responsibilities. When using Company property, employees are expected to exercise due care, perform required maintenance, and follow all operating instructions, safety standards and guidelines at all times.

Employees are responsible for safeguarding the equipment they use and should lock up any portable equipment each night as necessary. If a secure place is not available, speak with your Supervisor about appropriate storage.

Employees are not authorized to remove Company equipment at any time. Personal use of Company equipment is prohibited.

All Company property must be returned to the Company in the same or like condition, normal “wear and tear” expected. Loss or damage to Company property must be reported immediately to your Supervisor. Damaged equipment or equipment found to be in disrepair due to employee negligence may have significant consequences including disciplinary action and any other legal means to recover the loss.

Personal Vehicle Use and Mileage: The Company is not responsible for damage to your personal vehicle when you are using it for Company business, and/or while on Company property. If you are using a personal vehicle for Company use the Company will reimburse you for mileage. Mileage reimbursement must be pre-approved and in writing before any travel takes place in a personal vehicle. Mileage will generally be reimbursed at the current IRS standard mileage rate, however, the Company reserves the right to change the mileage rate in accordance with applicable state law and within the Company’s sole discretion.

Collisions & Accidents: If at any time an employee is driving a Company vehicle, a personal vehicle while on Company business, or operating Company machinery and is involved in a collision or accident (regardless of how minor), it must be reported immediately to your Supervisor. Medical attention, if required, should always be the priority. The employee (driver of
the vehicle) should convey the facts to any responding authority but should never admit fault at the accident scene.

Employees are expected to complete an incident report and turn it in to their Supervisor and Human Resources as soon as possible but no later than end of the following business day.

**Tickets & Citations:** The Company is not responsible for avoidable parking tickets and/or citations for moving violations.

**Drivers Safety:** Driving any vehicle on Company business is an important responsibility. Company employees are expected to comply with all safety precautions as well as all State and Local Laws when driving. Employees are prohibited from texting or talking on their cell phones while operating a Company vehicle or operating a personal vehicle while on Company business. Employees may talk on a cell phone if they have a hands-free wireless accessory. AMC specifically directs that any of its employees pull over and stop their vehicle to talk on their cell phones or send or respond to a text message if they are operating a Company vehicle or operating a personal vehicle while on Company business.

**Company Cell Phones:** Employees may be provided with Company tools and equipment such as cell phones and handheld communication devices to assist them in the performance of their duties. These tools are paid for by the Company and therefore Company property. Employees may be required to reimburse the Company for excessive personal use, fees and charges.

**Personal Phone Calls & Texting:** Personal telephone calls should be made or received before or after regular working hours or at a rest or lunch break, except in the case of personal emergencies requiring immediate attention. Any personal telephone calls or text messaging during the scheduled work day will be counted against the allotted rest breaks as allowed by applicable law and may subject an employee to disciplinary action up to and including termination.

**Client Relations:** The Company depends on its clients and client satisfaction in order to maintain excellent customer service. Employees are required to treat clients, vendors and other property site workers in a courteous and respectful manner at all times. To promote a better-quality experience with our clients, all employees must represent the Company in a positive manner and make clients feel appreciated when dealing with the Company.

Employees should be prepared to listen carefully to client concerns and deal with them in a helpful, professional manner. If a controversy arises, the employee should explain Company policy respectfully and clearly. Clients who become unreasonable, abusive, or harassing should be referred to the employee’s Supervisor if the employee cannot resolve the problem. Employees are expected to be polite and thoughtful when using all forms of communication including written correspondence, telephone, email, text, and refrain from any hostile or rude conduct.

**Social Media Policy:** The following are guidelines for AMC employees who participate in social media. Social media includes personal blogs and other websites, including Facebook, LinkedIn, MySpace, Twitter, YouTube or others. These guidelines apply whether employees and students are posting to their own sites or commenting on other sites. Perception is reality and in online social networks, the lines between public and private, personal and professional are blurred. By identifying yourself as an AMC employee, you are creating perceptions about
yourself and AMC. Violation of the Company’s Social Media Policy may be grounds for disciplinary action up to and including discharge.

Govern your actions by following these guiding principles:

- Follow all applicable AMC policies. You must not share confidential or proprietary information about AMC, its clients, or its residents.
- Ensure that your social media activity does not interfere with your work commitments.
- It is strongly suggested that you do not identify your affiliation to AMC. If you do, your social media activities should be consistent with AMC’s standards of professional conduct. Where your connection with AMC is apparent, make it clear that you are speaking for yourself and not on behalf of AMC. In those circumstances, you should include this disclaimer: “The views expressed on this [blog; website] are my own and do not reflect the views of my employer.” Consider adding this language in an “About me” section of your blog or social media profile.
- Be professional, use good judgment and be accurate and honest in your communications. Errors, omissions or unprofessional language or behavior reflect poorly on AMC, and may result in liability for you or AMC.
- Be respectful and professional to fellow employees, business partners, competitors and residents.
- Do not “overshare” as once you hit “share,” you usually cannot get the post back.
- AMC strongly discourages staff in management/supervisory roles from initiating “friend” requests with employees that they manage.
- AMC does not endorse people, products, services or organizations. On social media websites such as LinkedIn, where your affiliation to AMC is known, personal recommendations should not be given or requested. Your social media name, handle and URL should not include AMC’s name or logo.
- Do not post anything that is untrue.
- The web is not anonymous. Assume everything that you write can be traced back to you personally.

**Identification Badges:** As a vital part of the Company’s security system, an AMC identification badge with your name, photo and department will be issued to each employee on your first day of employment. All maintenance staff are required to wear an AMC ID badge in plain view. In the event of a lost or stolen identification badge, employees must report the loss to the Community Manager, as soon as possible. The failure to wear an ID badge or the excessive loss or damage to badges may lead to disciplinary action up to and including termination. ID badges must be returned to the Company upon termination of employment.

**Tobacco-Free Smoke-Free Workplace:** Employees are expected to exercise common courtesy and to respect the needs and sensitivity of coworkers when using tobacco products or smoking. Subject to applicable state and local laws, employees may not smoke on the property premises except in designated areas deemed fire-safe and appropriate, that are within 25 feet from any public entrance or exit, and that have been approved by the owner of the property and the Regional Property Manager.

- Smoking is only permitted in designated areas.
- Hot matches, ashes, cigarette butts and garbage from tobacco products must be properly disposed of in appropriate receptacles (never on the floor or ground, wastebaskets or down drains.)

Revised January 2015
Employees are prohibited from smoking when representing the Company, including while performing work duties, interacting with residents or prospective residents, or in high customer traffic areas.

Smoking is prohibited in offices, models, apartment units, storage areas, Company vehicles, and other indoor areas that are open to the public.

Smoking should not interfere with or delay assigned work duties.

Employees on properties in California or other states where smoking is legally prohibited on public properties may not smoke on the property premises under any circumstance.

Any employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Conflict of Interest: To help employees understand what is meant by “Conflict of Interest” the following examples are provided to gain insight into conduct to be avoided:

- Allowing oneself to be placed in any situation in which one may be influenced to favor oneself, family, or friends at the expense of the Company;
- Knowingly acquiring or retaining a financial interest in a supplier, contractor, lessor, customer or competitor of the Company;
- Accepting or giving gifts or entertainment that may reasonably be interpreted as an attempt to obtain improper influence or for carrying out certain duties for the Company;
- Misusing information that one has acquired or has had access to because of his or her position with AMC (such as disclosing confidential information to media or competitors);
- Accepting employment or being employed in another job that interferes with your work responsibilities or being able to perform your work duties at AMC.

By observing these guidelines, employees protect themselves and the Company from difficulties and/or legal repercussions, which naturally result from conflict of interests.

If you have any questions or concerns about a possible conflict of interest or are unsure if there is a conflict of interest, please discuss it with your Supervisor/Manager.

Non-Solicitation of Customers and Employees: By signing the acknowledgment of receipt of these Company policies, Employee is agreeing that for the term of Employee’s employment with AMC and for twelve (12) months thereafter: (a) Employee will not alienate, influence or attempt to influence any other employee or agent of AMC to terminate his/her employment or work with AMC, and will not hire or attempt to hire, on behalf of employee or others, any employee or agent of AMC; (b) Employee will not undertake any planning or planning activities relating to business interests outside of AMC that would be competitive in nature with the business activities of AMC, or any of AMC’s present or future subsidiary corporations; (c) Employee will not divert, by solicitation or other means, the customers of AMC existing at the time Employee’s employment terminates except where may be permitted under State law.

Service of Legal Documents: The service of any legal document can only be accepted by AMC’s designated corporate agent. No property employees should ever accept service of, or sign for, any legal documents or accept a certified letter accepting legal documents, but should advise any process server to contact the corporate headquarters. Any property employee signing for or accepting legal documents should notify those in the chain of command, such as the Regional Property Manager, Vice President, or AMC’s Legal Department that they have accepted legal documents in the event an immediate response is required. In the event any legal documents are left at a property, the employees should notify their Manager immediately.
SEPARATION POLICIES

Separation of Employment: An employee may be separated from his or her employment with the Company through resignation, discharge, retirement, the expiration of an employment contract, or a permanent reduction in the workforce. Discharge can be for any reason not prohibited by law. In the absence of a specific written agreement and pursuant to the at-will status of the employment relationship, employees are free to resign at any time and for any reason and the Company reserves the right to terminate an employee at any time and for any reason.

Employees are requested to give written notice of their intent to resign along with a reasonable amount of time to transition out of their position as a courtesy. Failures to give at least a two-week notice period may result in ineligibility for reemployment should an employee voluntarily terminate his/her employment.

Final Wages: The Company will process all final wages within the normal payroll schedule or in accordance with local and state laws.

Return of Company Funds and Property: When an employee leaves the Company for any reason, he or she shall return Company property in his or her possession and reimburse to the Company any funds owed, if any. To the extent permitted by law, AMC may withhold any money owed, if any, and the cost of any non-returned Company items from the employee’s last paycheck in accordance with signed agreements to either AMC or its clients unless prohibited by applicable law.

Bridging Employment: If an employee leaves the Company in good standing and has one year of continuous service or more and is eligible for rehire, he or she will have his or her employment bridged for purposes of length of service and benefits waiting periods, this includes paid-time-off and other benefits. Length of service is credited only for time actually worked, i.e., any unpaid leave of absence or time away from the Company would not be applied to an employee’s total length of service. Employees with a break in service greater than 30 days will not be eligible for this “bridging of employment” benefit. Employees rehired under this policy continue their at-will employment status and nothing contained in bridging any employment benefits is intended to or creates a contract of employment for an period of time or at all.

COBRA (Continuing Heath Insurance Coverage): Under federal law, employees who lose their benefit eligibility as a result of a “qualifying event” (e.g., termination of employment, reduction of hours to part-time status, etc.) can continue their health insurance coverage for 18 months (or more in some instances).

Under COBRA, employees pay for the coverage at their own expense but at the Company’s “group rate” (plus 2% administrative fee). For more information, please refer to the COBRA notifications sent to each employee upon becoming eligible to participate in the Company health plans or contact the Human Resources department.
Meal and Rest Periods – Non-Exempt Employees
If you work at least five (5) hours, you will be provided an unpaid uninterrupted meal period of at least thirty (30) minutes. If you work six (6) hours or less you and the Company may agree to waive your meal period in writing. If you work more than ten (10) hours, you will be provided with an additional meal period of at least thirty (30) minutes. If you work twelve (12) hours or less, you and the Company may agree to waive your second meal period in writing, only if you did not waive your first meal period. You may revoke the waiver at any time. You must record the time your meal periods are taken. Meal periods are not considered time worked and you are free to do and go as you please.
You are authorized and permitted to take rest periods during the work day. You should take your rest period insofar as practicable in the middle of each work period. For example, if you work from 8 a.m. to 5 p.m. with a one hour lunch break, you should take one break in the morning and one break in the afternoon. You are authorized and permitted to take a paid ten (10) minute rest period per four (4) hours of work, or major fraction thereof. (However, if your total daily work time is less than three and one-half (3 ½) hours, AMC need not authorize a rest period for you.) In the rare event of an emergency work matter and you are required to miss your rest or meal break, AMC will pay you for one hour at your regular rate of pay.

Overtime Pay – Nonexempt employees
If you work more than eight (8) hours in one workday or more than forty (40) hours in a workweek, you will receive overtime pay.
You will receive:

• One and one-half times your regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

• Double your regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

RIGHT TO INSPECT RECORDS
You have a right to inspect your personnel records relating to your performance or any documents that you have signed. You also have a right to inspect or copy your payroll records.

FINAL PAYCHECK
You will receive your final wages, including pay for all accrued and unused time, within the period set forth under California law. Generally, a final paycheck for employees who voluntarily resign with at least 72 hours’ notice will be provided on their last day of work. Employees who resign without providing at least 72 hours advance notice, however, will receive their final paycheck within 72 hours of their resignation. Employees who are terminated involuntarily will be provided with their final paycheck on their last day of work.

Company property, such as keys, tools, and equipment, must be returned by the time the final paycheck is provided.
PAID SICK LEAVE

Under the Healthy Workplace, Healthy Families Act of 2014, effective July 1, 2015 employees who are not provided with the benefits of AMC’s Sick/Personal Leave and who work more than thirty (30) days in one year may be eligible for twenty-four (24) hours of paid sick days.

Sick days accrue at the rate of one (1) hour for every thirty (30) hours worked. Accrual begins at the commencement of employment or employment as of July 1, 2015, whichever is later. Employees are entitled to use their accrued paid sick days starting the ninetieth (90) day of employment.

Unused accrued sick days carry over to the next year of employment and may accrue up to a cap of forty-eight (48) hours. Unused accrued sick days are NOT paid out upon separation of employment with AMC. If an employee separates his or her employment and is re-hired within one year, any previously accrued but unused paid sick days will be reinstated.

Paid sick days may be used for the diagnosis, care or treatment of an existing health condition of, or preventative care for an employee, or an employee’s family member, including spouses, siblings, children, grandparents, grandchildren, in-laws and domestic partners. Paid sick days may also be used for victims of domestic violence, sexual assault and stalking.

Employees must provide reasonable advance notice of the need to take a paid sick day if foreseeable. If the need to take a paid sick day is not foreseeable, the employee must provide notice as soon as is practicable.
Colorado State Addendum

Meal Periods – Non-Exempt Employees
Employees who work at least five (5) hours will be provided an unpaid uninterrupted meal period of at least thirty (30) minutes. If you work six (6) hours or less you may agree to waive your meal period in writing.
- Employee must be relieved of all job duties during this meal period.
- Meal period must start no later than the end of the fifth hour worked.
- Employee must record the time meal periods are taken.

Rest Periods – Non-Exempt Employees
Employees must receive a ten minute paid break for every 4 hours worked. You should take your rest period, if practicable, in the middle of each work period. For example, if you work from 8 a.m. to 5 p.m. with a one-hour lunch break, you should take one break in the morning and one break in the afternoon. You are authorized and permitted to take a paid ten (10) minute rest period per four (4) hours of work, or major fraction thereof. (However, if your total daily work time is less than three and one-half (3 ½) hours, AMC need not authorize a rest period for you.)

Overtime Accrual – Non-exempt Employees
Overtime (1.5 times regular rate of pay) is earned:
- After 12 hours in any workday AND
- After 40 hours in any workweek (Sunday – Saturday)

Nevada State Addendum

Meal Periods – Non-Exempt Employees
Employees who work at least eight (8) hours will be provided an unpaid uninterrupted meal period of at least thirty (30) minutes.
- Employee must be relieved of all job duties during this meal period.
- Employee must record the time meal periods are taken.

Rest Periods – Non-Exempt Employees
Employees must receive a ten minute paid break for every 4 hours worked. You should take your rest period, if practicable, in the middle of each work period. For example, if you work from 8 a.m. to 5 p.m. with a one-hour lunch break, you should take one break in the morning and one break in the afternoon. You are authorized and permitted to take a paid ten (10) minute rest period per four (4) hours of work, or major fraction thereof. (However, if your total daily work time is less than three and one-half (3 ½) hours, AMC need not authorize a rest period for you.)

Overtime Accrual – Non-exempt Employees
Overtime (1.5 time regular rate of pay) is earned:
- After 8 hours in any workday AND
- After 40 hours in any workweek (Sunday – Saturday)
Meal Periods – Non-Exempt Employees
If you work at least five (5) hours, you will be provided an unpaid uninterrupted meal period of at least 30 minutes. If you work six (6) hours or less you may agree to waive your meal period in writing. You may revoke the waiver at anytime. If you work more than three (3) hours past your regular shift, you may be entitled to an additional meal period of at least 30 minutes.
- Employee must be relieved of all job duties during this meal period.
- Meal period must be taken between the second (2nd) and fifth (5th) hours worked.
- Employee must record the time the meal periods are taken.

Rest Periods – Non-Exempt Employees
Employees must receive a 10 minute paid rest period for every 4 hours worked. You should take your rest period, if practicable, in the middle of each work period. For example, if you work from 8 a.m. to 5 p.m. with a one (1) hour lunch break, you should take one break in the morning and one break in the afternoon. You are authorized and permitted to take a paid the (10) minutes rest period per four (4) hours of work, or major fraction thereof. (However, if your total daily work time is less than three and one-half (3 ½) hours, AMC need not authorize a rest period for you.)

Overtime Pay – Nonexempt employees
Overtime (1.5 times regular rate of pay) is earned after 40 hours in any workweek (Sunday 12:01 a.m. – Saturday 12:00 a.m. Midnight).

City of Seattle, Washington Addendum for Paid Sick/Safe Leave
On September 1, 2012, pursuant to a Seattle City ordinance, employees in the City of Seattle began to accrue paid sick and paid safe time (PSST) for use when an employee or family member needs to take time off from work due to illness or a critical safety issue. All employees who are based at a Seattle site are covered and eligible for the benefit as well as non-Seattle employees who perform more than 240 hours of work in Seattle in a calendar year. This includes full time, part-time and temporary workers. Seattle employees begin accruing leave upon hire and are eligible to use accrued leave after 180 days. Non-Seattle employees must work 180 days of employment and 240 hours in Seattle before beginning to accrue leave. Only the hours worked in Seattle count towards accruing PSST and PSST may only be used on days when the employee is scheduled to work in Seattle.

Eligible employees will accrue at least one (1) hour of PSST for every 30 hours worked. Only the hours worked in Seattle will count toward accrual of PSST. Exempt employees do not accrue PSST for hours worked beyond a 40-hour workweek. If an exempt employee’s normal workweek is less than 40 hours, PSST accrues based on the employee’s normal workweek. If an exempt employee’s normal workweek is 40 hours or more, PSST accrues based on a 40-hour workweek.

Employees will be able to use their accrued PSST as paid time off:
- To deal with their own illness, injury or health condition.
- To take care of a family member (including domestic partners) with an illness, injury or medical appointment.
- When their place of business has been closed by order of a public official for health reasons.
- For reasons related to domestic violence, sexual assault, or stalking.

Eligible employees may use up to 72 hours of PSST per calendar year. Employees can carry over up to 72 hours of accrued but unused PSST to the next calendar year. Employees must provide reasonable notice of taking Sick Leave, following the notice provisions in the Policies and Procedures Manual. For Safe Leave, employees should notify their supervisor as soon as possible but no later than the end of the first day of missed employment.

If an employee leaves AMC, employees are not entitled to any payout of accrued but unused leave.
ACKNOWLEDGEMENT AND RECEIPT OF EMPLOYEE HANDBOOK

Apartment Management Consultants, LLC’s (“AMC” or the “Company”) Employee Handbook is an important document, intended to inform you of the general business practices, employee benefits and responsibilities while employed at AMC. This document can be requested at any time from any member of management, the Human Resources department, or it can also be viewed at any time on the AMC intranet.

I have received the AMC Employee Handbook and acknowledge that it is my responsibility to read, understand and comply with all Company policies and procedures. I further understand that failure to comply with these policies and procedures may result in disciplinary action up to and including termination.

I agree and acknowledge that it is my responsibility to familiarize myself with the information contained herein, and I will ask questions of my Supervisor or any member of the management team if necessary so that I understand the contents of the Employee Handbook.

I understand that the information contained in this Handbook is intended to acquaint employees with general guidelines and principles and is not and does not create a contractual commitment between me and the Company concerning a term of employment for any indefinite or definite period of time, rate of pay, for any benefits or for any such related matters.

I am aware that during the course of my employment confidential information may be made available to me. Confidential information may include but is not limited to marketing strategies, client lists and financial data, sensitive and personal resident information, Company pricing practices and other related information. I understand this information is critical to the success of the Company and must not be given out or used outside of the Company or with non-Company employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit such information or any other information not available to the public with any other individual or Company. I further understand that this Employee Handbook is considered Company property and as such it is strictly forbidden to copy or give this Handbook to anyone outside the Company.

I acknowledge and agree that I have no expectation of privacy with respect to the Company’s telecommunications, network or information processing systems (including and without limitation to stored computer files, email messages and voice mail messages) and that my activity as well as any files or messages on or use of those systems may be monitored at any time without notice. See Communication and Electronic Systems Policy for more information.

I understand that as business needs change and as business conditions warrant, the Company, at its complete discretion, may supersede, revise or eliminate one or more of these Handbook policies and procedures at any time without notice. Employees will be notified of changes either verbally or in writing, and will be individually responsible for keeping informed of these changes, and updating their handbooks accordingly.

I realize that I am an employee “at-will”, am employed for no specific period of time, and that my employment with AMC may be terminated by the Company or myself, with or without cause and with or without prior notice. I further acknowledge this employment at-will status cannot be
altered in any way by any oral or written statements, polices or practices and can only be altered or modified by a written agreement signed by the President of the Company.

________________________________________  _____________________
Signature       Date

________________________________________
Printed Name

PLEASE SIGN AND RETURN TO HUMAN RESOURCES

Revised January 2015