



Federal Service Contract Associate Handbook
(Exclusively for AppleOne Federal Service Contract Associates working on preapproved assignments at U.S. Department of State locations)
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#### **APPLEONE MISSION**

## To Find, To Understand and To Fulfill the Needs of Another

#### **GUIDING PRINCIPLES**

AppleOne's vision is to be recognized by our customers as their service provider of choice – their strategic partner. Our mission is to provide our customers with superior value in the management, operation and protection of their vital assets. To accomplish this mission, we follow established guiding principles:

- Customer Service We will dedicate ourselves to delighting our customers by fully understanding, and then exceeding their needs and expectations. We continuously strive to improve our work processes to assure we are producing the highest quality of products and services, as effectively and efficiently as possible.
- Human Resources and Diversity We strive to employ the best and brightest people and work with them to optimize their skills. We will foster an environment of mutual respect where our Federal Service Contract Associates with their diverse perspectives and backgrounds, can excel and reach their full career potential.
- ◆ Corporate Citizenship We will strive to be exceptional Corporate Citizens through corporate philanthropic participation in the communities where our Federal Service Contract Associates reside, and we will encourage our Federal Service Contract Associates to engage in community volunteerism and personal giving opportunities.
- Trustworthiness We will consider the interests of others in our decisions and assure that we do what we say. We will demonstrate openness to our customers, our Federal Service Contract Associates, our community, and to each other.
- ♦ Safeguards and Security We will strive to protect the physical and intellectual property of our customers. We will strive to avoid any actual or perceived ethical, safeguards, or security violations.
- ♦ Environment Safety and Health We will protect the environment and ensure the safety and health of our Federal Service Contract Associates and our communities. We strive for no environmental incidents, and no Federal Service Contract Associate injuries on or off the job.





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# HUMAN RESOURCES POLICIES AND PROCEDURES

# **Preface**

This handbook is an overview of AppleOne Government Solutions' corporate policies and procedures for Federal Service Contract Associates on assignment at U.S. Department of State (DOS) locations. Certain policies and benefits offered while working on assignment at the DOS do not carry over to other assignments offered through AppleOne or any of its affiliate companies. Speak with your AppleOne representative for details.

## **Employment At-Will Statement**

There is no agreement, expressed or implied between AppleOne (the Company) and you, (the Federal Service Contract Associate), for continuing or long-term employment. While leads, supervisors and managers have certain hiring authority, no supervisor nor representative of the Company has any authority to enter into any expressed or implied agreement for continuing or long-term employment. Employment with the Company is based on the mutual consent of each employee and the Company. Employment and compensation can be terminated at will, with or without cause or notice, at any time, at either the option of the Company or the employee. No agreement to the contrary is valid, unless it is in writing and signed by the President of the Company.

#### **Equal Employment Opportunity**

It is the policy of AppleOne to provide Equal Employment Opportunity (EEO) and to comply with all applicable laws prohibiting discrimination in employment.

In all personnel actions including hiring, changes in assignment, promotions, pay increases, terminations, working conditions, rehires and transfer of Federal Service Contract Associates, decisions will be made without regard to race, color, religion, age, gender, marital status, national origin, disability, pregnancy, sexual orientation, gender identity, genetic information, ancestry or medical condition as defined by applicable laws. All management officials are expected to set an example for the Company by intensifying their efforts currently, and on a continuing basis, by reiterating Company policy and outlining individual responsibility to ensure effective implementation of Equal Employment Opportunity.

## **Affirmative Action**

AppleOne complies with the Department of Labor's Employment Standards Administration Office of Federal Contract Compliance Programs enforces the Rehabilitation Act of 1973, as amended and the affirmative action provisions (Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act, as amended). These laws ban discrimination and require Federal Service Contract Associates to take affirmative action to ensure that all individuals have an equal opportunity for employment, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran. AppleOne has established procedures to apply a good faith effort in addressing and improving areas of underutilization in the Company's divisions that are duty-bound to compliance. These procedures are set up in conjunction with the Office of Federal Contract Compliance Programs (OFCCP).





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## **Disability Accommodation**

AppleOne, in compliance with the Americans with Disabilities Act (ADA), will make every effort to provide reasonable accommodation that does not cause undue financial hardship for AppleOne, to disabled persons, either job applicants or current Federal Service Contract Associates. Under the ADA, a disability is defined as:

- Physical or mental impairment that substantially limits one or more major life activities of an individual. Includes, but is not limited to such conditions, diseases and infections as: walking, talking, seeing, hearing, learning, speech, vision and hearing impairments; orthopedic impairments; cerebral palsy; epilepsy; muscular dystrophy; multiple sclerosis; HIV infections; AIDS, cancer; heart disease; diabetes; mental retardation; emotional illness; specific learning disabilities; drug addiction; and alcoholism.
- A record or history of such an impairment (such as cancer that is in remission).
- Being regarded as having such an impairment that is not transitory (lasting or expected to last six months or less) and minor (even if he does not have such an impairment).

Federal Service Contract Associates requiring a workplace accommodation should notify their AppleOne contact and/or the AppleOne Human Resources Department as soon as reasonably possible.

## **ORIENTATION OF NEW FEDERAL SERVICE CONTRACT ASSOCIATES**

Upon acceptance of employment, each AppleOne Federal Service Contract Associate is informed of his or her job classification, basic wage and pay policies, benefits, job location, anticipated hours, basic company procedures and policies. Any applicable service credit for transitioning associates will be determined at time of employment.

Federal Service Contract Associate data will be collected, verified and descriptive material/forms for insurance, benefits and other items will be provided. All Federal Service Contract Associates are required to sign acknowledgment of the AppleOne Federal Service Contract Associate Handbook among other items provided as a condition of joining and remaining with AppleOne.

# **APPLEONE'S APPLICATION PROCESS**

All Federal Service Contract Associates are required to complete in full AppleOne's entire onboarding process by reviewing, and signing all documents upon request and as revised which may or may not include site specific requirements for working on assignment at the Client (DOS) location(s). Failure to comply with the on-boarding and employment document procedures could result in an assignment ending or not starting.





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#### **BENEFITS**

AppleOne provides a variety of post-tax benefits programs to our non-exempt Federal Service Contract Associates and their qualifying families while on assignment with us at the DOS. The following benefits are automatically provided at no cost for single-only, (additional cost for spouse/dependent/family coverage):

- Medical
- Dental
- Vision
- Short-Term Disability
- ▶ l ife
- 401k (any potential leftover SCA/SCLS employer paid dollars are automatically provided as an employer contribution to your 401k each month)

Additional Optional Voluntary, Supplemental Plans, Products and Programs are also available. Please review the "Benefits" tab at <a href="https://www.appleone.com/DOS">www.appleone.com/DOS</a> for detailed information.

Benefit eligibility takes effect the first day of the month following one month worked from the date of hire. Information about the various benefit programs and how to enroll will be e-mailed to you prior to your eligibility date. If a Federal Service Contract Associate declines benefits during the initial new hire enrollment period, they may not re-enroll until the next open enrollment period (except for "qualifying events") and may be subject to provider's "pre-existing condition" rules. A "qualifying event" includes marriage, divorce, childbirth, adoption, loss of other coverage, and/or death. Reach out to your AppleOne contact for further details.

Changes **MUST** be made within 30 days of the qualifying event and change of marital status requires a marriage certificate or divorce decree when making changes to your medical insurance. Adult children are covered until the age of 26. Details of the medical, dental, vision plans, as well as eligibility requirements, can be obtained from your AppleOne contact and/or visiting the "Benefits" tab at <a href="www.appleone.com/DOS">www.appleone.com/DOS</a> for the current plan year information.

# Service Contract Act of 1965 (SCA) / Service Contract Labor Standards (SCLS)

Many of our Federal Service Contract Associates are classified in positions covered by the Service Contract Act (SCA) / Service Contract Labor Standards (SCLS) and as such are entitled to certain mandated minimum monetary wages and fringe benefits, as determined by the Secretary of Labor. Should the classification of employment fall under this realm, the Federal Service Contract Associate will be paid at least the minimum compensation and provided any fringe benefits due to them. If the SCA / SCLS applies, Federal Service Contract Associates will receive holiday and Vacation awards per the SCA / SCLS guidelines and applicable Wage Determination. Health and welfare benefits may be used for medical benefits or any bona fide fringe benefit program at AppleOne's discretion. When the SCA / SCLS requires a greater wage and benefit requirement than AppleOne's standard practice, the provisions of the SCA / SCLS will prevail.





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## **Workers Compensation Insurance**

All AppleOne Federal Service Contract Associates are covered under the Workers' Compensation laws of the states in which they work. Workers' Compensation provides health and disability benefits for on-the-job injuries and/or illnesses caused by one's work. In order to obtain these benefits, AppleOne's Worker's Compensation insurance carrier requires that all injured employees see preferred medical providers for initial treatment and on-going care. All approved medical expenses are provided to the injured employee at no cost to the employee. Disability benefits vary by state and are determined by the employee's age, occupation, degree of disability and missed work days. AppleOne's carrier will work closely with the injured employee to insure s/he promptly receives all medical care and benefits to which the employee is entitled.

In the event of an on-the-job injury or illness, it is imperative that the Federal Service Contract Associate report the incident, <u>immediately</u> to <u>both</u> the DOS Lead and AppleOne. Failure to report the injury or illness immediately may result in delay and/or denial of benefits. Should you have questions about this, please reach out to your AppleOne contact and/or the AppleOne Human Resources Department.

Depending on the Federal Service Contract Associate's job duties, light duty may be made available (though not guaranteed), if the Federal Service Contract Associate is unable to return to full work due to a work-related injury/illness. The treating physician will make the final determination as to what work restrictions are appropriate and AppleOne will work with that physician to determine if light duty can be made available. All Federal Service Contract Associates returning to work from a disability or work injury **MUST** have a return to work release from their physician indicating any job restrictions. These work releases **MUST** be approved by AppleOne Human Resources before the Federal Service Contract Associate is allowed back to work.

## **PAYROLL**

#### **Work Week**

AppleOne's normal workweek begins at 12:01 a.m. Sunday morning and ends Saturday night at midnight. The AppleOne corporate office is staffed from 7:30 a.m. through 5:30 p.m. Monday through Friday Pacific Time except for recognized holidays.

#### **Overtime**

Pre-approved overtime is paid for time in excess of actual hours worked over 40 in a workweek\* for non-exempt Federal Service Contract Associates. The rate for authorized overtime for non-exempt Federal Service Contract Associates is 1½ times the base hourly rate. Paid time off and leave without pay including but not limited to third party disability pay and jury duty do not count toward the 40-hour overtime threshold. Non-exempt Federal Service Contract Associates who are requested and authorized to work more than 40 hours in a workweek will be compensated at 1½ times the base hourly rate after 40 hours. Written approval from the DOS Lead must be forwarded to your AppleOne contact prior to working any hours that may be considered overtime to be considered for approval. (\*for those states, such as California, where overtime is paid differently, we do follow the laws in which the work is performed).





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# **Pay Distribution**

Paychecks are distributed via direct deposit every other Friday to the Federal Service Contract Associate's bank account, for a Friday effective date, following the close of a pay period.

## **Time Sheet**

Federal Service Contract Associates on assignment at U.S. State Department locations utilize a separate timekeeping program and may be required to use other time reporting systems as required and/or requested.

Instructions for the time keeping system(s) are available at <a href="www.appleone.com/DOS">www.appleone.com/DOS</a>. Time sheets must be filled out as work is performed each day and submitted for approval weekly, on time, (before you leave for the weekend).

Your paycheck cannot be processed until we receive your accurately completed time sheet submitted in the system utilized for this particular assignment. A time sheet is an auditable claim against the customer for the time you actually worked, and is a legal document. When submitted, you are certifying that you actually worked those hours. Fraudulent time charges may be in violation of federal law and will result in Federal Service Contract Associate termination and possible criminal prosecution. If time recorded is incorrect, a corrected time sheet must be turned in immediately in conjunction with your DOS Lead. Adjusted pay will be included in the Federal Service Contract Associate's subsequent paycheck. Submission timeliness and accurate completion is critical.

Federal Service Contract Associates are responsible for reviewing their pay statements on the People Portal on the AppleOne website designated for AppleOne Federal Service Contract Associates on assignment at DOS locations.

Errors MUST be reported to your AppleOne contact within 30 days of occurrence.

## **Direct Deposit**

AppleOne strongly encourages the use of direct deposit but can offer pay cards if preferred. It eliminates delivery problems associated with mail, Vacation awards, Sick Pay, extended Holidays, etc.... Any requests for changes to direct deposit should be addressed with your AppleOne contact.

# **Outside Employment**

Any simultaneous outside employment requires authorization by your AppleOne contact and/or AppleOne Management. Company and client facilities, premises, equipment, time or supplies may not be used for such activities. In the event a Federal Service Contract Associate performs outside services in their field of expertise, they must clarify that they are doing so without direction or affiliation with AppleOne. Any outside employment that interferes with a Federal Service Contract Associate's ability to perform his/her work, or causes potential harm to AppleOne or DOS may result in refusal to authorize moonlighting or an assignment end.

#### Applying for Other Positions on assignment at DOS

Federal Service Contract Associates are able to apply for other assignments working onsite at DOS. Inquiries should be directed to your AppleOne contact.





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## Driving ,Travel, Training and Expense Reimbursement

If you have been authorized to do so, it may occasionally be necessary for you to incur expenses while on business. Such expenses may include mileage for use of your personal vehicle, other transportation charges, parking, meals, and lodging.

Mileage for use of your personal vehicle on our business will be reimbursed at the rate then in effect. While the amount of mileage need not be approved in advance, you will need to seek prior approval and potentially complete internal paperwork with both AppleOne and/or the DOS. Anytime this is requested, AppleOne may run a DMV check.

Please contact AppleOne <u>prior</u> to planning any major travel expenses such as airfare and hotel costs, as not all locations are allotted travel. Even if you are requested to travel by your immediate contact at DOS, you must verify with AppleOne <u>prior</u> to any trip. In addition, your requestor must approve these costs in writing, in advance. Other expenses (such as, parking, etc.) may be reimbursed, with the appropriate back up documentation.

Before you are reimbursed, you must submit an Expense Report. Receipts for all expenses such as parking, gas, toll roads, etc., MUST be provided with the Expense Report. Expenses must be submitted no later than 5 working days upon your return.

## TIME OFF / LEAVES OF ABSENCE

The Company complies with all federal, state, city and local leave requirements. The following time off/leaves are available:

## **Vacation Awards**

Vacation awards when not related to illness, injury or health condition must be coordinated with your DOS Lead and pre-approved by AppleOne to ensure continuity in the job to which you are assigned. A written notification of your time off must be provided to your DOS Lead and your AppleOne contact, (in addition to a Request for Time Off Form submitted to AppleOne for approval). If you expect to miss 1 to 2 days of work, you should provide at least a 1 week notice to your AppleOne contact so your request may be reviewed for potential approval. If you plan to take a 1 to 2 week absence we expect you to schedule this about 4 weeks in advance. Special approval from AppleOne and the DOS must be obtained for time-off away from work that exceeds 2 weeks. All Vacation awards not related to illness, injury or health condition is subject to approval based on operational needs. We do understand the fact that emergencies may occur and may impact the notification requirements.

Vacation hours are awarded on the anniversary of qualified associates' seniority date based on the average number of regular hours worked the previous year, (paid Holiday and paid Vacation hours are calculated into this average). Federal Service Contract Associates working 40 or more hours per week can earn up to an 80 hours Vacation award after 1 year of service; up to 120 hours after 5 years of continuous employment and up to 160 hours after 15 years of continuous employment. Federal Service Contract Associates working less than 40 hours per week will have Vacation awarded proportionally. If transitioning from another contracting





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agency, upon the discretion of AppleOne, Vacation may be awarded based on a combination of your regularly scheduled and actual hours worked until a full anniversary year is completed on AppleOne's payroll. Vacation awards cannot be carried over from anniversary to anniversary and any unused awarded Vacation will be paid out on the payday following the weekending of your next anniversary award date.

# **Paid Sick Leave**

Pursuant to Executive Order (EO) 13706, AppleOne will provide up to 56 hours of paid Sick leave annually. Employees will accrue 1 hour of paid Sick leave for every 30 hours worked. Employees absent from work for illness for themselves or a family member are not required to provide a doctor's note or verification form unless the absence is for three or more consecutive days. We do however for accountability and consistency in notification require a Time Off Request Form from all associates upon their return from being absent from work so we have a record of how many hours of Sick time have been requested. If Sick hours are not available, awarded Vacation hours may be used along with a Time Off Request Form. If neither are available, the Time Off Request Form is still required to help account for time off without pay. Any time off without pay will affect the calculation of the next Vacation award. In general, unpaid time off is not permitted except in special circumstances when requested and approved in advanced in writing by AppleOne and only if all available / applicable Sick and awarded Vacation hours have been exhausted.

## **Family and Medical Leave Act**

Under the Family and Medical Leave Act (FMLA) AppleOne provides up to 12 weeks of unpaid, jobprotected leave to "eligible" Federal Service Contract Associates for certain family and medical reasons. A Federal Service Contract Associate who is caring for an injured service member may be entitled to 26 weeks of leave. Federal Service Contract Associates are "eligible" if they have worked for AppleOne for at least one year and for at least 1,250 hours over the previous 12 months.

## Reasons to take FMLA Leave

- For the care of a child (birth, placement for adoption or foster care).
- For the care of a spouse, son or daughter, parent, domestic partner or children of a domestic partner, who has a serious health condition.
- For a serious health condition that prevents you from performing your job. A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition involving either in-patient care at a hospital, hospice, or residential care facility, or continuing (outpatient) treatment by a health care provider.
- For a qualifying exigency if your spouse, son, daughter is on active duty or has been notified of an impeding call or order to active duty in the Armed Services.

To request a leave, reach out to your AppleOne contact who will provide you a WH-380 form for your physician to complete within 15 days of the request for leave.





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#### Advance Notice and Medical Certification

AppleOne requires Federal Service Contract Associates to provide advance leave notice and medical certification as outlined below:

- Ordinarily, when the leave was not "foreseeable," Federal Service Contract Associates have up to 15 days to provide medical certification.
- You are also required to provide medical certification if you are unable to return from leave because of a serious health condition.

If a Federal Service Contract Associate fails to give 15 days notice for foreseeable leave with no reasonable excuse for delay, AppleOne may deny FMLA leave until at least 30 days after the date the Federal Service Contract Associate provides notice of the need of FMLA leave.

#### Intermittent or Reduced Leave

 Federal Service Contract Associates may take intermittent leave or may work a reduced leave schedule to reduce the usual number of hours per day or workweek. Intermittent or reduced leave schedules are subject to AppleOne Human Resources and your AppleOne contact's written approval unless medically necessary.

#### Foreseeable Planned Medical Treatment

- Make a reasonable effort to schedule treatment so as not to disrupt unduly AppleOne's operations or the operations of its clients.
- Provide 15 days' advance written notice if foreseeable. If not, practicable notice must be given.

#### Job and Benefits Protection

- Upon return from FMLA leave, most Federal Service Contract Associates must be
  restored to their original or equivalent positions with equivalent pay, benefits, and other
  employment terms. Certain highly compensated Federal Service Contract Associates
  may be denied restoration, but only if necessary to avoid substantial and grievous
  economic injury to the employer's operation.
- The use of FMLA leave cannot result in the loss of any employment benefit that was awarded prior to the start of a Federal Service Contract Associate's leave.
- The use of unpaid FMLA leave cannot affect the exempt status of a bona fide executive, administrative, and/or professional Federal Service Contract Associate under the FLSA.

## Health Insurance Coverage during and after leave

For the duration of FMLA leave, AppleOne maintains the Federal Service Contract Associate's health insurance coverage under any "group health plan," under the conditions coverage would have been provided if the Federal Service Contract Associate continued working. The out-of-pocket expense incurred prior to the Federal Service Contract Associate's leave and premiums paid will





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continue to be paid by the Federal Service Contract Associate while on leave. Federal Service Contract Associates will be required to mail checks to the corporate office on a monthly basis until they return to work. Once a Federal Service Contract Associate's leave has been approved, please reach out to your AppleOne contact and/or AppleOne Human Resources to set-up a payment plan. All payments MUST be received by the 1st of the month. Upon return to work, you will be responsible for any unpaid portion of the premiums immediately. In some cases, AppleOne may recover premiums paid for maintaining health insurance coverage if the Federal Service Contract Associate fails to return to work from FMLA leave. Any leaves exceeding 3 months will automatically be transitioned to COBRA unless otherwise prohibited by state, federal, county or city law. Upon return from Leave of Absence, group benefit eligibility will immediately resume.

## Procedures for FMLA Application

Federal Service Contract Associates on FMLA leave **must** exhaust all available paid time off first before going into an unpaid status. Paid time includes all awarded and/or available Vacation and Sick hours and will apply toward FMLA in most circumstances. When applying for FMLA leave you must follow the procedures listed below. Failure to do so may result in your leave being delayed or not approved.

- 1. You must give at least 30 days advance notice, or as soon as possible, to your AppleOne contact and/or AppleOne Human Resources Department.
- 2. You must notify your AppleOne contact and/or the AppleOne Human Resources
  Department that you need FMLA qualifying leave, and the anticipated timing and duration
  of the leave.
- 3. At the time you request leave, or up to 15 days after leave is requested, you must provide medical certification from a health care provider. In the case of unforeseen leave, soon after the leave commences, certification must be provided. AppleOne may request certification at a later date if there is reason to question the appropriateness of the leave or its duration. Medical certification forms can be obtained from the AppleOne Human Resources Department.
- 4. Federal Service Contract Associates will receive written notice from their AppleOne contact and/or AppleOne Human Resources Department that their leave was designated as FMLA.
- 5. Upon return to work, Federal Service Contract Associates must provide to AppleOne a physician's return to work permit listing any restrictions, if applicable.

# **Personal Unpaid Leave Of Absence**

The Federal Service Contract Associate's reason for the leave, performance, seniority, and the requirements of the Federal Service Contract Associate's responsibilities are all important considerations in granting this type of leave. Any personal leave of absence must be requested in writing and for a specified period of time. Thirty (30) calendar days is the maximum duration for which a personal leave of absence may be approved, unless an exception is made by the AppleOne





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Vice President of Human Resources. A personal leave of absence may be denied if such time off creates a hardship for the Company. Leave types will not be awarded while a Federal Service Contract Associate is on a personal leave of absence. All employee benefit costs must be paid by the Federal Service Contract Associate while on leave of absence. Any time off without pay will affect the calculation of the next Vacation award.

# **Military Leave**

Military leave time should be requested as soon as the Federal Service Contract Associate becomes aware of the schedule. A copy of military orders should be provided to AppleOne within 30 days. The intention of this policy is to comply with the Uniformed Services Employment Rights Act (USERRA), as amended in 2004, which provides protection and rights of reinstatement to Federal Service Contract Associates who participate in the National Guard and Reserve. Federal Service Contract Associates may use their awarded Vacation hours to be paid for time off. Any time off without pay will affect the calculation of the next Vacation award.

Note: Awarded Vacation award hours will not be paid when the employee's regular number of weekly hours are worked; or when it would cause the employee's regular number of weekly hours to be exceeded.

## **Military Leave Benefits Policy**

Less than 30 days active duty continues on company sponsored health benefits as if still on the job. If 31 plus days, coverage stops unless Federal Service Contract Associate elects to pay the COBRA coverage for a period of up to 24 months. Benefits are reinstated with no-waiting period the day the Federal Service Contract Associate is reinstated to work.

#### Return to work policy:

- 1 to 30 days military service = beginning first scheduled workday plus commuting time.
- 31 to 180 days military service = 14 days after completion of duty.
- 181+ days of military service = no later than 90 days after completion of duty.

#### Job position upon return:

- 1 to 90 days same job
- 91+ days same position, or position of like seniority, status & pay.

## **Jury Duty Leave**

If you are called to Jury Duty/Witness Service for which you have been subpoenaed and to which you are not a party, you will be granted the necessary time off. Jury duty is unpaid unless otherwise required by federal, state, county or city law. Federal Service Contract Associates may use their awarded Vacation hours to be paid for any unpaid time off. Any time off without pay will affect the calculation of the next Vacation award.





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# **Voting Time**

AppleOne encourages Federal Service Contract Associates to exercise their right to vote. Polling places are normally open 12 hours on Election Day; therefore, AppleOne will grant time off if requested two days before Election Day and if a suitable explanation is provided explaining why the Federal Service Contract Associate cannot get to the polls on personal time. Time off to vote is unpaid unless state, county or city law requires otherwise. Reach out to your AppleOne contact to determine the requirement for your work location.

Federal Service Contract Associates may use their awarded Vacation hours to be paid for time off. Any time off without pay will affect the calculation of the next Vacation award.

#### **Bereavement Leave**

AppleOne will allow for reasonable time off if an immediate family member dies. Immediate family includes parents, brothers, sisters, children, domestic partner, children of a domestic partner, grandparents, grandchildren through blood, marriage (parent-in-law, sister/brother-in-law or grandparent-in-law) or adoption (such as step child). Legal guardian relationship or any other blood relative residing with the Federal Service Contract Associate will also be considered as a member of the Federal Service Contract Associate's immediate family.

Bereavement Leave is unpaid, however, Federal Service Contract Associates may use their awarded Vacation hours to be paid for time off. Any time off without pay will affect the calculation of the next Vacation award.

## **Weather Conditions**

Please reach out to your DOS Lead and AppleOne representative for details on how to call in for inclement weather. Federal Service Contract Associates may use awarded Vacation hours to pay for unpaid time off associated with bone-fide weather conditions that restrict the ability to report to work. If awarded Vacation hours are not available, Federal Service Contract Associates may take leave without pay. Any time off without pay will affect the calculation of the next Vacation award.

## Closures

During times of national security when site-specific closures or evacuations are announced, Federal Service Contract Associates will be given information regarding how to enter their time if allowed. If additional time is needed beyond what is designated, Federal Service Contract Associates will be allowed to use available awarded Vacation. If awarded Vacation hours are not available, Federal Service Contract Associates may take leave without pay. Any time off without pay will affect the calculation of the next Vacation award.

#### **Other Protected Leave**

AppleOne complies with all federal, state, county and city leave requirements. Please check with your AppleOne contact for possible other protected leave in your area. Any time off without pay will affect the calculation of the next Vacation award.





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# **Other Time Off Without Pay**

The Company understands that unforeseen circumstances may arise and require you to request time off. AppleOne has every intent to be fair and understanding with all parties. Excessive days will be discussed and may be granted based on certain state or federal leave mandates. Speak with your AppleOne contact for further information.

# **Returning from Leave of Absence**

If a Federal Service Contract Associate fails to report for work immediately after the period of the approved leave expires, or fails to request an extension of leave prior to the anticipated return date, or obtains a leave based on false representations regarding the need for a leave of absence, the Federal Service Contract Associate may be considered to have voluntarily resigned. For leaves of absence other than FMLA, Military Leave, or any State mandated leaves with job protection, AppleOne does not guarantee employment.

#### **HOLIDAYS**

While on assignment at DOS, qualified Federal Service Contract Associates are given time off with pay for the below named holidays if they work any hours the week of the named holiday. Holiday pay is provided at the Federal Service Contract Associate's base wage for up to 8 hours for regular full-time Federal Service Contract Associates working at least 40 hours per week.

Federal Service Contract Associates on unpaid leave status or STD/LTD are not eligible for holiday pay.

Federal Service Contract Associates working less than 40 hours per week receive holiday pay based upon hours in the previous week and prorated accordingly.

Federal Service Contract Associates must work or use paid time off (other than holiday pay) the week of the holiday in order to receive holiday pay.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Washington's Birthday
- Memorial Day
- Independence Day

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day





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## PERSONNEL RECORDS

For emergencies and to comply with a number of procedures, regulations, and laws, AppleOne is required to maintain up-to-date personnel records of Federal Service Contract Associates.

Each Federal Service Contract Associate is required to notify AppleOne of any change in the following:

- Name
- Home Address
- Home Telephone
- Personal E-Mail Address
- Emergency Contact Information
- Work Location and Schedule
- Work Telephone
- Current Resume
- Training and Education Completed
- Beneficiaries
- Qualifying Events (i.e. change in marital status, adoptions, births, etc)

# ASSIGNMENT END, DISMISSAL, OR RESIGNATION

If your assignment is ended, you are dismissed or you resign, you will receive your final paycheck / direct deposit in accordance with local law. In addition, any amounts owed to AppleOne will be deducted from your final paycheck / direct deposit.

Former Federal Service Contract Associates have the right to continuation of certain benefits at their own expense under COBRA, a federally mandated health and benefits continuation program. Upon termination, Federal Service Contract Associate will be mailed information regarding this program. Depending on last day worked, Group benefits may continue through the end of the following month of termination. Please review the Benefits tab at <a href="https://www.appleone.com/DOS">www.appleone.com/DOS</a> for detailed information.





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## **RULES OF CONDUCT**

# **Attendance and Punctuality**

Your work is important to AppleOne and our customer. Our success depends upon you giving your full share of effort to your assigned job. Therefore, regular attendance and punctuality are important. You must observe agreed-to times for lunch and other breaks. If you find that you will be late or are unable to come to work on a particular day, it is vital that you notify both your DOS Lead and your AppleOne contact as soon as you are aware. This should be a minimum of one-half hour before your regular starting time.

You are responsible for maintaining good attendance. Excessive absences from work, tardiness in reporting to work, or leaving early (unless for a protected leave of absence), could impair the value of services to the client and AppleOne, and is cause for corrective action including an end to the assignment. Absenteeism and tardiness also place an additional burden on fellow Federal Service Contract Associates. If you must be absent because of illness, accident, or other unavoidable circumstances, you must notify both your DOS Lead and your AppleOne contact at least 30 minutes prior to your workday. If your absence continues beyond one day, you must notify your DOS Lead and your AppleOne contact on a daily basis, unless otherwise arranged. If three (3) or more consecutive workdays are missed as a result of illness, you are responsible for providing an acceptable proof of physician's statement with any restrictions, and a return to work permit to your AppleOne contact and forwarded to AppleOne Human Resources upon your return to work. Absence for three (3) or more consecutive days without notifying your DOS Lead and your AppleOne contact may be considered your voluntary resignation.

In order to prevent undue hardships from excessive absenteeism on your co-workers and the company, absences without 24-hour notice will be considered unplanned. Excessive unplanned absences and tardiness as deemed disruptive by the Federal Service Contract Associate's DOS Lead, AppleOne contact and/or AppleOne Human Resources will result in disciplinary action, including possible discharge. Any Federal Service Contract Associate who depletes his/her available Vacation award, must be approved by AppleOne for the use of leave without pay for any non work-related absence. An absence is unexcused if not approved by both AppleOne and your DOS Lead. The penalty for an unexcused absence is loss of pay for the absent time and may be grounds for termination.

## **Other Unacceptable Conduct**

In every work environment certain rules of conduct must be observed for the customer, AppleOne, the Federal Service Contract Associate, and those working with the Federal Service Contract Associate. The following list, while not exhaustive, is suggestive of those offenses which AppleOne and/or the customer may consider as cause for disciplinary action and termination. Violation of the rules identified and other behavior deemed inappropriate may result in some form of disciplinary action, including immediate termination and criminal investigation/prosecution. All Federal Service Contract Associates are considered at-will and may be terminated with or without notice.

AppleOne Government Solutions reserves the right to terminate or discipline Federal Service Contract Associates at its sole discretion for any reason.





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- Unsatisfactory work performance
- Leaving work during your shift without permission
- Continuous and/or excessive tardiness and/or absenteeism (unless approved protected time off)
- Interfering with other Federal Service Contract Associates' work
- Gossiping and/or untrue statements that result in poor morale or work attitude
- Failing to immediately report injury, accident or environment, safety and health (ES&H) violation
- Theft or removal of company or customer property from work premises without written permission
- Creating a disturbance in the work area to the detriment of your or others' work performance, including but not limited to sexual harassment
- Willfully falsifying company or customer records (including timesheets)
- Creating unsanitary, unsafe or morale lowering conditions in the workplace
- Fighting, agitating a fight, or attempting bodily harm to another in the workplace
- Possession of a deadly weapon in the workplace
- Frequent violations, which in combination indicate a serious disciplinary or morale problem, or attitude of contempt
- Arrest for a felony may be cause for immediate dismissal. If the Federal Service Contract Associate is found not guilty, they may be considered for re-hire.
- Disclosure of customer and/or client information
- Misuse of customer and/or client equipment, computer systems or information
- Horseplay
- Misuse of Company time
- In addition to the general matter of proper conduct, Federal Service Contract Associates
  are specifically prohibited from gambling, consumption of intoxicating beverages,
  carrying or use of drugs and narcotics (except those under the direction of and
  prescribed by a licensed physician), or carrying firearms or equivalent dangerous
  weapons on any company or client facility or property.

In cases of severe misconduct, AppleOne reserves the right to suspend or terminate the Federal Service Contract Associate immediately. In addition, AppleOne has a Substance Abuse Policy and a Sexual Harassment Policy, with defined requirements including specified disciplinary action for non-compliance.

In order to achieve and maintain a fair degree of efficiency in any organization, it is necessary for supervisory personnel to ensure that the rules and regulations guiding every day work relationships





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are strictly observed. Most Federal Service Contract Associates are anxious to cooperate in observing common sense rules of conduct, however, disciplinary action is sometimes necessary. When taken, it should be fair and consistent with good personnel relations.

## Criticism

Constructive criticism or discussion with a Federal Service Contract Associate about his/her difficulties or errors without written reprimand is not considered disciplinary action.

## **Corrective Action**

All AppleOne Associates are at-will which means the employment relationship can end at any time by either party with or without cause. However, if corrective action is taken to address a concern, such action may include:

- Verbal and/or Written Counseling
- Unpaid Suspension
- Dismissal

In cases of severe misconduct, AppleOne reserves the right to suspend or terminate the Federal Service Contract Associate immediately.

AppleOne Government Solutions does NOT have a progressive discipline system and may use any form of disciplinary action in any order at its discretion.

## HARASSMENT IN THE WORKPLACE

AppleOne has zero tolerance for workplace harassment or discrimination and concurs with government guidelines which define harassment as any sexual or discriminatory based verbal, physical or visual conduct of a racial, ethnic or other nature which, in the Federal Service Contract Associate's opinion, impairs the Federal Service Contract Associate's ability to perform his/her job. AppleOne prohibits harassment in any form, including verbal, physical, and visual. AppleOne reserves the right to suspend the alleged harasser, with or without pay, pending the completion of an investigation by the AppleOne contact and/or AppleOne Human Resources as outlined in the following steps. The claimant and the alleged harasser will be advised of the findings and the conclusions of the investigation. Appropriate disciplinary and corrective action will be taken when it has been determined that a Federal Service Contract Associate has violated this policy. Disciplinary action may include dismissal and possible criminal prosecution when warranted. Procedures for appeal to investigation findings should follow the problem solving procedures listed in the problem solving section.

Any Federal Service Contract Associate who feels that he or she has been the victim of harassment should use the following complaint procedure:

- 1. Any harassment complaint by a Federal Service Contract Associate should be reported to the HR Hotline at (800) 270-9120.
- 2. The AppleOne Human Resources Department should immediately be contacted when a





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formal harassment complaint is received by the immediate DOS Lead or AppleOne Representative.

- 3. The AppleOne Human Resources Department will promptly investigate all harassment complaints. This will include, but is not limited to, obtaining feedback from the complaining party, DOS Lead and any other personnel, as required, to obtain sufficient, factual information upon which to make a determination.
- 4. If, at the conclusion of the investigative procedure, it is found that harassment has occurred, your AppleOne contact and/or AppleOne Human Resources Department will report the findings to the appropriate management.
- 5. The complaining party will be advised by your AppleOne contact and/or AppleOne Human Resources Department as to the final disposition of the complaint.
- 6. Every effort will be made to resolve each complaint within one week after it is received.

There shall be no retaliation for filing or pursuing a claim. To the extent possible, all complaints and related information will remain confidential except as to those individuals who need the information to investigate, evaluate, or take action in response to the complaint.

## **Sexual Harassment Policy and Procedures**

AppleOne's policy on equal employment opportunity includes a prohibition against sexual harassment. Sexual harassment means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when:

- Submission to such conduct or communication is made a term or condition, either explicitly or implicitly, to obtain employment or to obtain any employment benefit;
- Submission to, or rejection of such conduct or communication by an individual is used as a factor in decisions affecting such individual's employment; or
- Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive employment environment.

Sexual harassment may take many forms—verbal, written, physical, or visual. The following are a few examples of sexual harassment:

- Direct or indirect pressure for sexual favors.
- Sexual remarks about clothing, body or sexual activities.
- Touching, patting, pinching, grabbing or similar actions.
- Brushing against the body.
- Foul language or lewd jokes.
- Calendars, pictures and/or images of a sexual nature put on walls whether in common areas, private offices or visible on computer and/or phone screens.
- Behavior that is not directed at a particular individual or group of individuals but is disproportionately more offensive or demeaning to one's sex is also considered sexual





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#### harassment.

AppleOne does not condone any form of sexual harassment initiated by, or directed at, including, but not limited to Federal Service Contract Associates at work or while on company business, sub-Contract Associates, and clients. Persons engaging in sexual harassment will be subject to disciplinary action, including dismissal and possible criminal prosecution.

Sexual harassment complaints, when experienced or observed, must be reported to AppleOne's HR Hotline at (800) 270-9120. An investigation will be conducted and the Company will deal with the findings accordingly. Confidentiality and sensitivity will be maintained to the extent practicable. AppleOne prohibits retaliation for participation in reporting sexual harassment claims. All reports of sexual harassment will be investigated promptly. After completing the investigation, your AppleOne contact and/or AppleOne Human Resources Department will evaluate the evidence and take appropriate action. AppleOne reserves the right to suspend the alleged harasser, with or without pay, pending the completion of an investigation. A written report will be prepared setting forth the findings of the investigation and the evidence in support of the findings. The claimant and the alleged harasser will be advised of the findings and the conclusions of the investigation. Disciplinary action will be taken when it has been determined that a Federal Service Contract Associate has violated this policy. Disciplinary action may include dismissal and possible criminal prosecution when warranted. The alleged harasser will have the opportunity to respond in writing to the charges within five (5) working days of the formal charge to your AppleOne contact or AppleOne Human Resources Department.

# **ENVIRONMENT, SAFETY AND HEALTH**

Safety training, as required by the work assignment, is provided to all Federal Service Contract Associates. Federal Service Contract Associates are required to complete initial and on-going safety training specifically designed for their on-site location.

Regardless of this training, it is the responsibility of each Federal Service Contract Associate to continually be aware of his/her own on-the-job safety, as well as that of their co-workers. To accomplish this, each Federal Service Contract Associate is required to use and/or wear all provided safety devices, clothing and/or other personal protection equipment. Leads and Managers are especially cautioned to continually stress on-the-job safety practices and to require their Federal Service Contract Associates utilize or wear the appropriate safety devices.

Federal Service Contract Associates are required to abide by and adhere to all safety rules and regulations as designated by their respective agreements, facilities and projects. **Intentional or willful neglect of safety procedures is terms for disciplinary action up to and including termination.** 

Federal Service Contract Associates may make recommendations for improving safety to their DOS Lead, AppleOne contact or AppleOne Human Resources. Federal Service Contract Associates who are uneasy about the safety practices at their assigned location should **IMMEDIATELY** report any concern to their AppleOne contact / Xtreme Team Representative.

No job is more important than your safety, your health, the safety of your co-workers, and the protection of our environment.





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# **COPYRIGHTS, PATENTS AND INVENTIONS**

Federal Service Contract Associates in certain positions on assignment at various Department of State (DOS) locations may be required, as a condition of employment, to sign documents such as but not limited to Copyrights, Patents and Inventions form.

# SUBSTANCE AND ALCOHOL ABUSE

AppleOne promotes a drug free workplace. In the interest of a safe and healthy work environment for all Federal Service Contract Associates, and the protection of confidential and/or classified matter and company private information, AppleOne personnel may not be under the influence of or use at any time any non-prescribed illegal chemical substance or abuse prescribed substances or alcohol. All Federal Service Contract Associates are required to abide by the substance and alcoholism policy.

## WARNING

A single positive test or refusal to deliver a specimen may result in immediate termination of employment of the involved Federal Service Contract Associate. The Federal Service Contract Associate does not have an automatic right to review or consideration.

## **CONFIDENTIAL INFORMATION**

You have the responsibility of safeguarding all confidential and company proprietary information to which you have access and to prevent any such information from falling into the hands of unauthorized persons. Confidential information includes all items concerning the customer, clients, competitor analyses, personnel, salaries and any other information concerning the Company.

Company business obviously should not be discussed with anyone outside the company, with any unauthorized person within the organization who is not entitled to the information, or with anyone not employed by AppleOne or its customers without the "need to know." The dispensing of confidential information to such unauthorized persons may result in disciplinary action including immediate termination and criminal prosecution. It is requested that you report to your DOS Lead and your AppleOne contact any request from outside interests for any confidential information. This policy applies to everyone that has been employed with AppleOne. Upon termination, Federal Service Contract Associates will be reminded that AppleOne proprietary information is safeguarded by law and will be required to sign an exit statement attesting to the above. Please see your confidentiality agreement signed with AppleOne for further information.





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# **CONFIDENTIALITY AND ETHICS POLICY**

The following is a Statement of Confidentiality and Ethics Policy for AppleOne Government Solutions associates working on assignment at DOS. Associates will need to review the following carefully as associates are required to comply with them in fulfilling their employment obligations to the Company. In consideration for the associates continued employment by the Company:

- 1. Associates shall at all times comply with the policies and procedures of the Company which are in effect.
- 2. All information made available to associates or to which they have access shall be deemed confidential and proprietary to the Company. Such information shall include, but not be limited to, the Company's policies and procedures, identification of names and addresses of customers and clients and prospects, specific customer contacts, client development strategies, compilation of data, financial information, marketing information, intellectual property, resumes, applications, job orders, login IDs and passwords, records, client lists, applicant lists, coassociate information, techniques, memos, notebooks, day-runners, internal operating forms, computer reports, human resources associate files, computer software, reports or other computer-related information, all proprietary company software systems, training materials and techniques and other information pertaining to any applicant, associate, client or services provided or to be provided by the Company or otherwise developed for use by the Company ("Confidential Information").
- 3. Associates shall not disclose to any third parties any Confidential Information while employed and any time after termination of employment.
- 4. Associates shall not make nor permit others to make any unauthorized copies of any Confidential Information.
- 5. Associates shall comply with any and all appropriate laws, regulations or provisions of agreements to which the Company is subject, including compliance with the provisions of any licensing agreements which may be in place between the Company and other vendors or software manufacturers.
- 6. All materials, including resumes, client information, associate information, manuals, etc., programs, procedures, software developed or modified by associates during the course of an associate's employment with the Company shall belong to the Company exclusively, and the associates shall not have any rights in or to them. Associates shall not copy, remove from the office, electronically submit, or reconstruct these items for their use or use by other parties.
- 7. Associates shall not accept any payment, gifts, or any benefits from any vendor, employee, client customer or competitor of the Company. While employed with the Company, associates shall not engage in any activity which would be in competition with the business of the Company





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or its client or affiliates, or engage in any activity which would materially interfere with an associate's performance of their obligations and duties to the Company and client.

- 8. Associates shall conduct themselves at all times in a professional manner and shall not engage in any misconduct which may have the effect of causing embarrassment to or harming the reputation of the Company.
- 9. Associates shall not participate in any discrimination or harassment against any associate, applicant, client or other non-associates with whom the Company has a business, service, or professional relationship, on the basis of race, sex, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, pregnancy, family care leave status, veteran status or any other protected classification as outlined in the Company's equal employment opportunity policy.
- 10. Subject to applicable law of the state where associate is employed, while employed, and for a period of twelve months after the employment relationship between the Company and an associate terminates, for any reason whatsoever, such associate shall not induce any associate of the Company to discontinue employment by the Company for purposes of being employed by or representing any competitor to the Company; nor shall any associate call upon or solicit any of Company's clients, associates or patrons, including but not limited to, any client companies or patrons who have listed job orders with the Company in the past six (6) months prior to associate's termination.
- 11. Associates shall keep confidential, and shall not disclose, proprietary information of Company's client(s) which is learned or otherwise made available to associates while employed by Company.
- 12. Associates may be exposed to electronic, on paper, or oral individually identifiable health information about others while at a client's place of business or while performing your job duties for the Company. This type of information must be protected from disclosure and not used in any way unless you are directed, in writing, by the client or the Company to disclose such information. For purposes of this paragraph, individually identifiable health information is information that:
  - Is created or received by a health care provider, health plan (including a health insurance issuer or agent), employer, or heath care clearinghouse;
  - Is related to the past, present, or future physical or mental condition or an individual; the
    provision of health care to an individual, or the past, present, or future payment for the
    provisions of health care of an individual; and
  - Either identifies the individual or provides a reasonable basis for believing that it can be used to identify the individual.
- 13. Associate shall devote his/her entire business time, energy and attention to the business of the Company during the time he/she is employed by the Company.





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14. Associate shall not solicit for employment elsewhere candidates or contractors from existing clients.

- 15. If any term or condition of this Agreement is judicially determined invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 16. Associate agrees that his/her employment by the Company is "At Will" and may be terminated by either the Company or associate at any time, for any reason, with or without cause.

## ADDITIONAL INFORMATION / RESOURCES

Please remember:

The U.S State Department / Passport Headquarters <u>is not</u> your employer. If on assignment there with us, Howroyd-Wright Employment Agency, Inc. (dba AppleOne) would be.

E-Mail signatures and other identifiers must always convey you as part of the Xtreme Team. A sample e-mail signature while on assignment with us at Department of State locations would be:

## Jane Doe

Xtreme Team

Records Support Associate I

U.S. Department of State – Passport Headquarters

All communication regarding your employment must be with us here at AppleOne's Xtreme Team. For any employment related issues, please contact us directly at <a href="mailto:XtremeTeam@appleone.com">XtremeTeam@appleone.com</a>

AppleOne Government Solutions Corporate Offices

E-Mail: XtremeTeam@appleone.com

**Phone:** (866) 493-8343 or (714) 596-7780

Please be sure to thoroughly review all the materials within each link on each tab at <a href="https://www.appleone.com/DOS">www.appleone.com/DOS</a> for up to date, additional and detailed information.