

Via Heart Project

Employee Handbook

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Section 1

Introduction

1.1 Welcome to Via Heart Project

Welcome to Via Heart Project. We are glad to have you join our organization and to have you work with us to further our mission to the awareness, education, treatment, and prevention of sudden cardiac arrest. We are happy to have you as part of our team to advance our mission worldwide via community outreach, CPR training, and automated external defibrillator (AED) placement and maintenance.

1.2 Employee Handbook

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of Via Heart Project (the "Company"), of 1725 Clay Street, Suite 100, San Francisco, California 94109, and to acquaint employees with many of the rules concerning employment with Via Heart Project. This Handbook applies to all employees, and compliance with Via Heart Project's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. Via Heart Project reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Employee Handbook is not a binding contract between Via Heart Project and its employees, nor is it intended to alter the at-will employment relationship between Via Heart Project and its employees. Via Heart Project reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.3 Changes in Policy

Since our business is constantly changing, Via Heart Project expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document, except for the policy of at-will employment as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this Employee Handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by Via Heart Project.

This document replaces any previous policies of Via Heart Project. If you are uncertain about any policy or procedure, please check with your manager.

1.4 Employment-At-Will

Employment with Via Heart Project is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, Via Heart Project is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director of Via Heart Project has the authority to make any such agreement.

1.5 Arbitration Policy

Arbitration

In consideration of your employment with Via Heart Project, its promise to arbitrate all employment-related disputes, and your receipt of the compensation, pay raises, and other benefits paid to you by Via Heart Project, at present and in the future, you agree that any and all controversies, claims, or disputes with anyone (including Via Heart Project and any employee, officer, director, or benefit plan of Via Heart Project, in their capacity as such or otherwise), arising out of, relating to, or resulting from your employment with Via Heart Project or the termination of your employment with Via Heart Project, including any breach of this Agreement, shall be subject to binding arbitration under the arbitration rules set forth in the California Code of Civil Procedure § 1280 through 1294.2, including § 1281.8 (the "Act"), and pursuant to California law. The federal arbitration act shall continue to apply with full force and effect notwithstanding the application of procedural rules set forth in the act. Disputes that you agree to arbitrate, and thereby agree to waive any right to a trial by jury, include any statutory claims under local, state, or federal law, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Sarbanes-Oxley act, the Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act, the Family and Medical Leave Act, the California Family Rights Act, the California labor code, claims of harassment, discrimination, and wrongful termination, and any statutory or common law claims. You further understand that this agreement to arbitrate also applies to any disputes that Via Heart Project may have with you.

Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. YOU AND EMPLOYER AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Employer agree otherwise, the arbitrator may not

consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Procedure

Any arbitration will be administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its employment arbitration rules & procedures (the "JAMS rules"). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions for class certification, prior to any arbitration hearing. The arbitrator shall have the power to award any remedies available under applicable law, and the arbitrator shall award attorneys' fees and costs to the prevailing party, except as prohibited by law. The arbitration shall conform to the JAMS minimum standards for employment arbitration. Via Heart Project will pay for any administrative or hearing fees charged by the arbitrator or JAMS except that you shall pay any filing fees associated with any arbitration that you initiate, but only so much of the filing fees as you would have instead paid had you filed a complaint in a court of law. You agree that the arbitrator shall administer and conduct any arbitration in accordance with California law, including the California Code of Civil Procedure, and that the arbitrator shall apply substantive and procedural California law to any dispute or claim, without reference to rules of conflict of law. To the extent that the JAMS rules conflict with California law, California law shall take precedence. The decision of the arbitrator shall be in writing. Any arbitration under this Agreement shall be conducted in San Francisco County, California.

Remedy

Except as provided by the act, arbitration shall be the sole, exclusive, and final remedy for any dispute between you and Via Heart Project. **Accordingly, except as provided for by the act**, neither you nor Via Heart Project will be permitted to pursue court action regarding claims that are subject to arbitration.

Section 2

Employment Policies

2.1 Employee Classifications

The following terms are used to describe employees and their employment status:

> **Exempt Employees -** Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and California state law. In general, exempt

employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

Nonexempt Employees - Employees whose positions do not meet specific tests established by the FLSA and California state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

Full-Time Employees - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of at least 30 hours per work week.

Part-Time Employees - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 30 hours per work week.

Temporary Employees - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

Independent Contractor or Consultant - These individuals are not employees of Via Heart Project and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by Via Heart Project or the employee at any time, with or without cause and with or without notice.

2.2 Equal Employment Opportunity & Americans with Disabilities Act

It is the policy of Via Heart Project to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of

employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline, and termination.

Via Heart Project expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, Via Heart Project will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Via Heart Project's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Via Heart Project in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Via Heart Project provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Via Heart Project may require medical certification of both the disability and the need for accommodation. Keep in mind that Via Heart Project can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. Via Heart Project will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

2.3 Confidentiality

In the course of employment with Via Heart Project, employees may have access to "Confidential Information" regarding Via Heart Project, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that Via Heart Project considers proprietary and confidential. Maintaining the confidentiality of this information is vital to Via Heart Project's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of Via Heart Project and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off Via Heart Project's premises, and during and even after the end of the employee's employment with Via Heart Project. This duty of confidentiality also applies to communications transmitted by Via Heart Project's electronic communications. See also Internet, Email and Computer Use policy, herein.

2.4 Employment of Minors

The FLSA's child labor provisions, which Via Heart Project strictly adheres to, are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16

may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

2.5 Introductory Period

The first 90 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If Via Heart Project finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. Completion of the introductory period does not entitle you to remain employed by Via Heart Project for any definite period of time, but instead allows both you and Via Heart Project to evaluate whether or not you are right for the position. Your status as an at-will employee does not change-the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or Via Heart Project.

2.6 Personnel Records and Employee References

Via Heart Project maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of Via Heart Project and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, Via Heart Project will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact the Executive Director to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in Via Heart Project's offices during regular business hours and in the presence of an individual appointed by Via Heart Project to maintain the records. You also have the right to obtain a copy of your personnel files, but you may be required to pay for any such copies. You may add your comments to any disputed item in the file.

By policy, Via Heart Project will provide only the former or present employee's dates of employment and position(s) held with Via Heart Project. Compensation information may also be verified if written authorization is provided by the employee.

2.7 Privacy

Via Heart Project is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

Via Heart Project does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, Via Heart Project will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

2.8 Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on the date of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with Via Heart Project within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

2.9 Political Neutrality

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. Via Heart Project will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. Via Heart Project will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of Via Heart Project, and that you are not representing Via Heart Project.

Section 3

Hours of Work and Payroll Practices

3.1 Pay Periods and Paydays

All employees will be paid every other Friday. All employees are paid by direct deposit on the above-mentioned payday.

3.2 Overtime

Nonexempt employees will be paid in accordance with federal and California state law.

In California, with some exceptions, the standard work week for employees should not exceed 8 hours per day or 40 hours per week. Should Via Heart Project find it necessary to employ an employee in excess of these standards, overtime hours shall be compensated at the rate of one and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

All overtime work by non-exempt employees must be authorized **in advance** by their manager. Only hours actually worked will be used to calculate overtime pay.

3.3 Rest and Meal Periods

All rest and meal periods will be in accordance with California state law.

Nonexempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period. Non-exempt employees who work six hours may waive their meal break. Non-exempt employees working more than ten hours are entitled to a second meal period, except that if the time worked does not exceed twelve hours, the second meal period may be waived by mutual consent between the employee and his/her manager. Reasonable break time will be provided to breast-feed an infant or to express breast milk. Time is counted as paid if taken concurrent with other break time, otherwise, time is counted as unpaid.

3.4 Time Cards

Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

3.5 Payroll Deductions

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to the Executive Director or Human Resources Staff. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

3.6 Wage Garnishment

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once Via Heart Project receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

3.7 Direct Deposit

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

Section 4

Standards of Conduct and Employee Performance

4.1 Anti- Harassment and Discrimination

Via Heart Project is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor, or anyone else who does business with Via Heart Project will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a

customer, vendor, or other person with whom Via Heart Project does business engages in unlawful harassment or discrimination, Via Heart Project will take appropriate corrective action.

Prohibited Conduct:

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
b. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
c. it creates a hostile or offensive work environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using Via Heart Project's electronic communications system, or through other on-line conduct.

Complaint Procedure:

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with Via Heart Project, should immediately report such conduct to their supervisor or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, Via Heart Project will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action.

4.2 Attendance

Punctuality and regular attendance are essential to the successful operation of Via Heart Project's business. **If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time**. If an employee desires to leave work for any reason during the workday, the employee must obtain the

approval of his or her supervisor prior to leaving. **In the event that the employee fails to call his or her supervisor or report for work for 1 workday, the employee will be deemed to have voluntarily resigned from his or her employment with Via Heart Project and will be removed from the payroll.** Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

4.3 Discipline and Standards of Conduct

As an at-will employer, Via Heart Project may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment, or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time Via Heart Project determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit Via Heart Project's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct Via Heart Project deems inappropriate may result in disciplinary action, up to and including termination.

a. Dishonesty;
b. Falsification of Company records;
c. Unauthorized use or possession of property that belongs to Via Heart Project, a coworker, or of the public;
d. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
e. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
f. Insubordination, failure to perform assigned duties or failure to comply with Via Heart Project's health, safety or other rules;
g. Unauthorized or careless use of Via Heart Project's materials, equipment or property;
h. Unauthorized and/or excessive absenteeism or tardiness;
i. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
j. Sexual or other illegal harassment or discrimination;
k. Unauthorized use or disclosure of Via Heart Project's confidential information;
l. Violation of any Company policy.

4.4 Dress Code

What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and appropriateness for the safe performance of your job.

4.5 Safety

Via Heart Project is committed to providing a safe workplace. Accordingly, Via Heart Project emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

4.6 Substance and Abuse

Via Heart Project is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Via Heart Project's premises or while using Via Heart Project vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Via Heart Project is a smoke-free, vape-free, tobacco-free, cannabis-free workplace.

No employee, volunteer, contractor, or visitor to Via Heart Project may smoke, vape or use any electronic cigarette products on Via Heart Project premises, vehicles, or any work events where such usage is prohibited.

Compliance with this policy is mandatory for all personnel. Violations of this policy, or being under the influence of cannabis while on duty, may lead to disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary

action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

4.7 Workplace Searches

All offices, desks, file drawers, cabinets, lockers, Company vehicles, and other Company equipment (including but not limited to computers, e-mail and voice mail) and facilities or any area on Company Premises are the property of Via Heart Project ("Company Property"), and are intended for business use. Employees should have no expectation of privacy with respect to Company property and/or items stored within Company Property or on Company premises. Inspection may be conducted at any time, without notice, at the discretion of Via Heart Project.

In addition, when Via Heart Project deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to Via Heart Project's premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

4.8 Internet, Email and Computer Use Policy

Via Heart Project uses various forms of electronic communication including, but not limited to: computers, email, telephones, voicemail, instant message, text message, Internet, cell phones and smart phones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of Via Heart Project and are to be used only for Company business and not for personal use.

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from Company premises; (2) accessed using Via Heart Project computer or telecommunications equipment, or via Company-paid access methods; and/or (3) used in a manner which identifies Via Heart Project. The following list is not exhaustive and Via Heart Project may implement additional rules from time to time.

a. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of Via Heart Project. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on Company computer systems.
b. Employee's own electronic media may only be used during breaks. All other company policies, including Via Heart Project's no tolerance for discrimination, harassment, or retaliation in the workplace apply.
c. All electronic information created by any employee on Company premises or transmitted to Company property using any means of electronic communication is the property of Via Heart

Project and remains the property of Via Heart Project. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect Via Heart Project's ownership of the electronic information. Via Heart Project will override all personal passwords if necessary for any reason.

d. Via Heart Project reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. Via Heart Project reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.
e. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications.
f. Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Handbook. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.
g. Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business only. Any information about Via Heart Project, its products or services, or other types of information that will appear in the electronic media about Via Heart Project must be approved before the information is placed on any electronic information resource that is accessible to others.

4.9 Social Media Policy

Via Heart Project is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.

For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user-generated content. Social media channels can include, but are not limited to: Facebook, X, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

Employees are expected to conduct themselves in a professional manner and to respect the views and opinions of others. Via Heart Project and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to Via Heart Project's interests

or reputation are not permitted. The use of social media channels on company time for personal purposes is not allowed.

Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, X, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of Via Heart Project will be the property of Via Heart Project.

Employees must not disclose private or confidential information about Via Heart Project, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

Via Heart Project maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

4.10 Cell Phone Policy

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

Via Heart Project may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

4.11 Visitors and Office Keys/Key Codes

Employees are welcome to have visitors to the office, provided that the Executive Director (or Chief Operating Officer in ED's absence) is informed of the visit ahead of time and it does not interfere with the employee's work.

Office keys and codes for the office alarm system may not be shared with anyone outside of the organization, including any visitors.

Section 5

Employee Benefits and Services

5.1 Generally

Aside from those benefits required by state and federal regulations, Via Heart Project also offers additional benefits for its full-time employees and may offer prorated benefit options for employees who work 21-29 hours. From time to time, benefits may be added or deleted from the benefits package. Via Heart Project reserves the right to make such changes.

This Handbook does not contain the complete terms and/or conditions of any of Via Heart Project's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact the Executive Director.

5.2 Group Health Insurance

Via Heart Project offers a group health plan for eligible employees. Via Heart Project's group health insurance plan is offered through Blue Shield of California. For more information, refer to Via Heart Project's benefits booklet for complete details and benefits.

5.3 COBRA

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under Via Heart Project's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with Via Heart Project ends. Under COBRA, Via Heart Project must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

5.4 Workers’ Compensation

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. Via Heart Project carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.

Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

5.5 Social Security Benefits (FICA)

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

5.6 Unemployment Insurance

Via Heart Project pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

Section 6

Employee Leaves of Absence and Time Off

6.1 Generally

While regular attendance is crucial to maintain business operations, Via Heart Project recognizes that, for a variety of reasons, employees may need time off from work. Via Heart Project has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Executive Director. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of Via Heart Project, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with Via Heart Project.

All requests for a leave of absence will be considered in light of their effect on Via Heart Project and its work requirements, as determined by Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, Via Heart Project will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to Via Heart Project to support a leave for medical reasons. Failure to provide the required certification to Via Heart Project in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

While Via Heart Project will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

6.2 Sick Days

Eligible employees will accrue one hour of sick time for every 30 hours worked up to a maximum accrual of 48 hours or six days, whichever is greater, per calendar year.

After successfully completing 90 days of employment, eligible employees may begin to use paid sick time under this policy in increments of two hours, up to a maximum of 24 hours, or three days, whichever is greater, per calendar year.

Accrued, unused time under this policy will carry over each year up to a maximum accrual of 48 hours or six days, whichever is greater.

Leave under this policy may be used in connection with the diagnosis, care or treatment of an existing health condition for, or the preventive care of, an employee or an employee's immediate family member. "Family member" for purposes of this policy includes spouses, registered domestic partners, children (regardless of age), parents (including step-parents and parents-in-law), grandparents and siblings. Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault, or stalking.

Employees requesting time off under this policy should provide as much advanced notice to their supervisor as practicable, and employees who take more than three days of leave will be required to provide appropriate documentation to their supervisor in support of the leave taken.

Unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with the company within a year of separation will have their accrued unused bank of time off under this policy made available to them.

Leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, state or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA).

For more information regarding leave under this policy, contact Via Heart Project's Executive Director.

6.3 Vacation Days

Eligible employees are entitled vacation based on length of service (see below). Vacation days' pay for regular full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rated basis. Employees may not accrue more than 120 hours of vacation time.

Eligible employees begin to accrue paid vacation days after successfully completing 90 days of employment. Once accrued, vacation may be used with advanced approval from management.

Once an employee's vacation balance reaches this limit, an employee may accrue more vacation only by taking some vacation time to bring the balance back below the limit. When employees eligible for paid vacation days do not take the full amount of vacation time they could have taken in a year, that amount automatically carries over to the next year. Upon termination, employees will be paid all accrued but unused vacation time as wages, up to, but not over 160 hours.

- Employees must work at least 20 hours per week to be eligible for vacation accrual.
- Vacation accrues at a monthly rate based on hours worked and years of service, and vests on a semi-monthly basis.
- Accrual rates are based on a 40 hour work week.
- Part-time employees accrue vacation on a pro-rated basis.
- Vacation leave will not be accrued beyond an unused balance of three (3) weeks. When the balance falls below three weeks, the accrual will resume.
- A holiday schedule will be available at the beginning of each calendar year.
- Upon separation of employment, employees are entitled to a cash-out of up to 160 hours of accrued vacation (pro-rated for part-time employees).
- Employees will not accrue vacation during unpaid leaves of absence or for unpaid days off.
- Requests for vacation must be made in advance. To ensure that Via's staffing and operational needs are met at all times, Via reserves the right to grant vacation requests at its discretion.
- Via Heart Project provides seven paid holidays per year, and one paid week in December that will include December 24 and 25th.

LENGTH OF EMPLOYMENT	ANNUAL ACCRUAL
0-60 Months	2 Weeks
61-120 Months	3 Weeks
121+ Months	4 Weeks

6.4 Holidays

Via Heart Project observes the following paid holidays:

- January 1 New Year's Day (paid holiday)
- February Presidents' Day (paid holiday)
- May Memorial Day (paid holiday)
- June Juneteenth (paid holiday)
- July Independence Day (paid holiday)
- September Labor Day (paid holiday)
- November Veterans Day (paid holiday)
- November Thanksgiving Day (Thursday) (paid holiday)
- November Day after Thanksgiving (Friday) (paid holiday)
- December 24 Christmas Eve (paid holiday as part of office closure)

- December 25 Christmas Day (paid holiday as part of office closure)

11 Paid holidays, plus office closure days between Christmas and New Year's Day.

Subject to change, and may be revised annually.

6.5 Healthy Workplace Healthy Family Act

Entitlement:

An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.

Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later.

Accrued paid sick leave shall carry over to the following year of employment and may be capped at 48 hours or 6 days. However, subject to specified conditions, if an employer has a paid sick leave, paid leave, or paid time off policy (PTO) that provides no less than 24 hours or three days of paid leave or paid time off, no accrual or carry over is required if the full amount of leave is received at the beginning of each year in accordance with the policy.

Usage:

An employee may use accrued paid sick days beginning on the 90th day of employment.

An employee may request paid sick days in writing or verbally. An employee cannot be required to find a replacement as a condition for using paid sick days.

An employer shall provide paid sick days upon the oral or written request of an employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

An employer may limit the use of paid sick days to 24 hours or three days in each year of employment.

Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days or both is prohibited. An employee can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

For additional information you may contact your employer or the local office of the Labor Commissioner. Locate the office by looking at the list of offices on the website http://www.dir.ca.gov/dlse/DistrictOffices.htm using the alphabetical listing of cities, locations, and communities. Staff is available in person and by telephone.

6.6 Family and Medical Leave

Because of Via Heart Project's small size, we are not required to comply with the federal Family and Medical Leave Act ("FMLA"). However, we recognize that our employees may occasionally need to take unpaid leave to care for a new child, to care for a seriously ill family member, to handle an employee's own medical issues, or to handle issues relating to a family member's military service, possibly including caring for a family member who is injured while serving in the military.

If you anticipate that you might need time off to deal with family and medical issues, please speak with your supervisor. We will seriously consider every request on a case-by-case basis.

6.7 Workers' Compensation Leave

Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for employees eligible for FMLA leave.

6.8 Bereavement Leave

In the event of a death in the immediate family, employees may have up to four working days, with pay, at their regular straight time rate or base salary, to handle family affairs and attend the funeral. "Immediate family" is defined as: father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in- law, grandparents and grandchildren.

Full-time and regular, part-time employees working a regular schedule of at least 20 hours per week are eligible to receive this benefit. Benefits will be prorated depending on normal hours worked.

Additional Time Off:

Via Heart Project understands the deep impact that death can have on an individual or a family, therefore additional non-paid time off may be granted. The employee may make arrangements with his or her supervisor for additional unpaid days off in the instance of the death of an immediate family member.

Time should be recorded accurately on the time cards.

6.9 Jury Duty

U.S. citizens have a civic obligation to provide jury duty service when called.

Neither Federal nor State law require employers to compensate employees who are absent because of jury service. However, Via Heart Project elects to have in-place the following policy:

Via Heart Project provides the difference between jury duty pay and an employee's regular day's pay for time spent serving on jury duty. Income protection for time spent serving on jury duty will be provided for a maximum of five workdays. For these purposes, "time spent serving on jury duty" applies to time spent during the jury selection process and/or time spent sitting on the jury if selected.

By state law, employees can use vacation, personal leave, or comp time to cover time they are out for jury duty.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work on those days, or parts of days, when their presence in court is not required.

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness, the employee should notify his or her supervisor. The employee is required to provide copies of the subpoena or jury summons to his or her supervisor and to the payroll department.

The supervisor will verify the notification and make scheduling adjustments to accommodate the employee's obligation. The supervisor will also provide court documentation to payroll for processing.

Full-time and regular, part-time employees working a regular schedule of at least 20 hours per week are eligible to receive this benefit.

Employees appearing in their own case as a plaintiff or defendant or for a non-subpoenaed court appearance will not receive paid time off. Vacation or unpaid time should be used for such instances.

6.10 Voting Time

Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

At-Will Employment Agreement and

Acknowledgement of Receipt of Employee Handbook

Employee: _____

I acknowledge that I have been provided with a copy of the Via Heart Project (the "Company") Employee Handbook, which contains important information on Via Heart Project's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this Handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the Handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between Via Heart Project and me is at-will and can be terminated by Via Heart Project or me at any time, with or without cause or notice. Furthermore, Via Heart Project has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this Handbook is intended to modify Via Heart Project's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of Via Heart Project. This is the entire agreement between Via Heart Project and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that Via Heart Project reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that Via Heart Project reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Via Heart Project Employee Handbook. I have read and agree to abide by the policies and procedures contained in the Handbook.

By:_____Date: _____

Cathy DeCock, Executive Director

By:_____Date: _____

_____

While all sections of the Via Heart Project Employee Handbook are important and relevant for all employees, please acknowledge that you are specifically aware of the following workplace rules and policies. These bullet points below are not the policy in its entirety. Please refer back to the sections for the full policy details.

- Employment at Via Heart Project is At-Will.
- The first 90 days of employment are considered an introductory period.
- Employees working more than 5 hours are provided a 30-minute unpaid meal break.
- Employees are given a 10-minute break for each 4 hours worked.
- If an employee is unable to report to work, for any reason, they must notify their supervisor before their work start time. In the event that the employee fails to call his or her supervisor or report for work for 1 workday, the employee will be deemed to have voluntarily resigned from his or her employment with Via Heart Project and will be removed from the payroll.
- An employee may use accrued paid sick days beginning on the 90th day of employment.
- Eligible employees will begin to accrue vacation time after the 90th day of employment.
- Requests for vacation must be made in advance. Via reserves the right to grant vacation requests at its discretion.
- Cell phone/personal electronics should not be used at work except for during breaks.
- Via Heart Project is a smoke-free, vape-free, tobacco-free, cannabis-free workplace. Compliance is mandatory for all personnel. Violations of this policy, or being under the influence of drugs, alcohol, or cannabis, while on duty, may lead to disciplinary action, up to and including termination.

By:_____Date: _____

Cathy DeCock, Executive Director

By:_____Date: _____

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Updated June 2026