

Employee Handbook

6/16/2022



Midwest Veterans' Biomedical Research Foundation

Smart | Accessible | Evolving

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EMPLOYEE HANDBOOK DISCLAIMER

This Employee Handbook was written to help you* find the answers to many questions that you may have regarding your* employment with Midwest Veterans' Biomedical Research Foundation (MVBRF). Please take the necessary time to read it.

MVBRF does not expect this handbook to answer all questions. Your immediate supervisor and the Executive Director also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a MVBRF staff member is, nor should it be considered an agreement, contract of employment, expressed or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. MVBRF adheres to the policy of employment at will, which permits MVBRF or you to end your employment relationship at any time, for any reason, with or without cause or notice.

No MVBRF representative other than the Executive Director may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case, and any such modification must be in a signed writing.

Some matters covered by this handbook, such as benefit plan descriptions, are also described in separate documents. These documents are always controlling over any statement made in this handbook or by any MVBRF staff member.

This handbook states only general guidelines. MVBRF may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of you or MVBRF to end your employment at will, which may only be modified by an express written agreement signed by you and the Executive Director.

This handbook supersedes all prior MVBRF Employee Handbooks, as well as management memos that may have been issued on prior subjects covered in this handbook.

* It must be noted throughout this handbook when the word "you" or "your", is used, it is being used as follows: "you" or "your" can mean, you the individual MVBRF employee; "you" or "your" can mean all MVBRF employees; depending on the context of the sentence in which the word or words appear.

Welcome!

On behalf of your colleagues, I welcome you to Midwest Veterans' Biomedical Research Foundation (MVBRF) and wish you every success here.

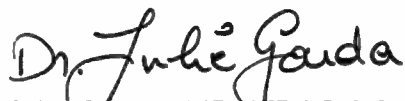
You contribute directly to MVBRF's growth and success, and I hope you will take pride in being a member of our team.

This Employee Handbook was developed to describe some of the expectations for you and to outline the policies, programs, and benefits available to eligible MVBRF employees. You should familiarize yourself with the contents of this handbook as soon as possible, for it will answer many of your questions about employment with MVBRF.

After reading this handbook, I urge you to discuss any questions and comments you may have with your immediate supervisor. I strongly believe in an "open-door, open-communication" philosophy and expect all of you to give us your input to achieve our mutual goals.

I wish you a rewarding career, and I hope that your experience here will be enjoyable, rewarding, and challenging. Again, welcome!

Sincerely,



Julie Gouda, MD, MBBCH, MS
Executive Director

SECTION 1 – GOVERNING EMPLOYMENT PRINCIPLES

1-1 Nature of Employment

Employment with MVBRF is entered into voluntarily and both you and MVBRF are free to end the employment relationship at any time, for any reason, with or without cause or advance notice so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between MVBRF and you. The provisions of the handbook have been developed at the discretion of MVBRF and, except for its policy of employment-at-will, may be amended or cancelled at any time, at MVBRF's sole discretion.

These provisions supersede prior Employee Handbooks and all management memos that may have been issued on prior subjects covered in this Employee Handbook and may not be amended or added to without the express written approval of the MVBRF Executive Director.

1-2 Employment Authorization

The Immigration Reform and Control Act of 1986 requires that MVBRF ensure that you are authorized for employment in the United States. Therefore, only individuals lawfully authorized for employment in the United States will be employed by MVBRF.

In connection with the Immigration Reform and Control Act of 1986, MVBRF must collect certain information and review certain documentation concerning the employment authorization of individuals hired after November 6, 1986. This information and documentation will be used only for compliance with the Immigration Reform and Control Act of 1986 and not for any unlawful purpose. If your employment authorization changes or terminates after the start date of your employment, please inform MVBRF's Administrative Office immediately.

Please contact MVBRF's Administrative Office if you have any questions about the employment eligibility and verification process.

1-3 Employee Relations

MVBRF believes that the work conditions, wages, and benefits it offers to you are competitive with those offered by other employers in the greater Kansas City region and in this industry. If you have concerns about work conditions or compensation, you are strongly encouraged to voice these concerns openly and directly to your immediate supervisor and/or the Executive Director.

It must be noted that some of you will have an immediate supervisor who is a Principal Investigator or Principal Educator (PI or PE), an employee of one of the following

VA medical centers: Kansas City, VA Medical Center (Kansas City, MO); VA Eastern Kansas Healthcare System (Dwight D. Eisenhower VA Medical Center, Leavenworth, KS and Colmery-O'Neill VA Medical Center, (Topeka, KS); and Robert J. Dole VA Medical Center (Wichita, KS) more succinctly known as KCVA, EKHCS, and WVA respectively for purposes of this handbook. PI's, PE's, or other employees of KCVA, EKHCS, or WVA cannot make any determination about MVBRF's employees' compensation or benefits. If you are one of these employees, you should contact the Executive Director concerning issues with compensation and/or benefits. This is not to say that PI's and PE's who supervise MVBRF employees are not consulted and actively participate in the determination of starting salaries upon job offers, subsequent pay increases, promotions, and includes any termination of employment decisions. PI's and PE's also will provide MVBRF employees with written performance evaluations covered in Sub-Section 3-14 Performance Evaluations below.

Our experience has shown that when you deal openly and directly with your immediate supervisor and other members of the chain-of-command, the work environment can be excellent, communications can be clear, and attitudes can be positive. MVBRF demonstrates its commitment to you by responding effectively to your concerns.

1-4 Disabilities Accommodations

MVBRF is firmly committed to comply with the Americans with Disabilities Act (ADA) and other federal and state laws designed to ensure equal employment opportunities to persons with disabilities. MVBRF prohibits discrimination based on disability regarding all employment practices or terms, conditions, and privileges of employment. Consistent with this policy and applicable laws, MVBRF will make reasonable accommodations to the known physical or mental limitations of qualified applicants or employees, unless to do so would cause an undue hardship on MVBRF operations. MVBRF reserves the right to require a medical certification of the disability limitations, if necessary.

1-5 Religious Accommodations

MVBRF will make reasonable efforts to accommodate your religious practices. Whenever you request a religious accommodation, MVBRF will consider such possibilities as time off or change in job assignment. The requested accommodation, however, must be reasonable. We will not make any accommodation that would create an undue hardship on the conduct of MVBRF business. Based on the particular facts in each case, MVBRF will determine whether your requested religious accommodation would create an undue hardship.

1-6 Equal Employment Opportunity

MVBRF is an Equal Employment Opportunity employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual

orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. MVBRF is dedicated to this policy with respect to recruitment, hiring, training, promotion, and all other personnel actions and conditions of employment such as compensation, benefits, layoffs and reinstatements, training, and disciplinary measures. Decisions regarding employment and promotion will be based only upon valid job-related factors.

If you believe that you are the victim of any type of discriminatory conduct, you should bring that conduct to the immediate attention of your immediate supervisor or the Executive Director. If your complaint concerns your immediate supervisor, then you should contact the Executive Director immediately. MVBRF will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of discrimination, that individual will be subject to appropriate disciplinary action, up to and including termination of employment.

Retaliation in any form against you for registering a complaint of discrimination is prohibited. If you believe that you are a victim of any type of retaliatory conduct, you should bring that conduct to the immediate attention of your immediate supervisor and the Executive Director. Retaliation in any form against you for registering a complaint of discrimination is prohibited. MVBRF will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of retaliation, that individual will be subject to appropriate disciplinary action, up to and including termination of employment.

If you have questions or concerns about any type of discrimination in the workplace, you are encouraged to bring these issues to the immediate attention of your immediate supervisor and the Executive Director. You can raise concerns and make reports without fear of reprisal.

Every report of discrimination will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. You must cooperate with all investigations conducted pursuant to this policy.

If you are a supervisor to whom an employee brings you a complaint of discrimination, but you fail to take appropriate action to resolve the complaint, it subjects you to appropriate disciplinary action, up to and including termination of employment.

1-7 Non-Harassment

MVBRF expects that you will treat each other with fairness and respect. MVBRF prohibits intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers, employees of another employer, supervisor, vendor, customer or any

third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state, or local laws (referred to as "protected characteristics"). MVBRF strives to foster a work environment free of harassment, discrimination, intimidation, and insult. Harassment is a form of misconduct that undermines both personal and professional relationships in the workplace. Every employee must be assured that he or she can work in an environment that is free from unwanted and unwelcomed harassment and discrimination.

In general, harassment is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment can be verbal, (including slurs, jokes, insults, epithets, gestures, or teasing), visual, including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts, or e-mails, or physical conduct, including physically threatening another, blocking someone's way, etc. Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws. Because it is difficult to define unlawful harassment, you are expected to always behave in a manner consistent with the intended purpose of this policy.

Sexual harassment can include all the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual, or physical conduct of a sexual nature when:

- submission to that conduct or those advances, or requests is made either explicitly or implicitly a term or condition of your employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting you; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with your work performance or creating an intimidating, hostile or offensive working environment.

Examples of sexual harassment include but are not limited to any act of:

- unwelcome or unwanted sexual advances,
- requests or demands for sexual favors,
- verbal abuse, kidding, or physical contact that is sexually oriented, and considered unacceptable by you,
- any type of sexually oriented conduct that interferes with your work performance,

- sexually oriented conversations or activities that creates a work environment that is intimidating, hostile or offensive to you, or
- verbal abuse, kidding, remarks, or comments that intimidate, ridicule, and maliciously demeans your gender status.

If you believe that you are the victim of any type of harassment conduct, you should bring that conduct to the immediate attention of your immediate supervisor and the Executive Director. If your complaint concerns your immediate supervisor, then you should contact the Executive Director immediately. MVBRF will conduct a prompt and thorough investigation of all the circumstances surrounding the alleged incident in a confidential nature. If the investigation discloses that an individual has committed an act of harassment, that individual will be subject to appropriate disciplinary action, up to and including termination of employment. Retaliation in any form against you for registering a complaint of harassment is prohibited and will result in appropriate disciplinary action.

Every report of harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. You must cooperate with all investigations conducted pursuant to this policy.

If you are a MVBRF hired supervisor to whom an employee brings you a complaint of harassment, but you fail to take appropriate action to resolve the complaint, it subjects you to appropriate disciplinary action up to and including termination of employment. In the case of a PI or PE supervisor, the Executive Director will refer this situation to the supervising Assistant Chief of Staff for Research (ACOS/R) for appropriate action and inform the same to MVBRF's Board of Director's Chair of the Personnel Committee.

1-8 Whistleblower Policy & Guidelines

MVBRF encourages you to report any suspected or actual illegal or improper activity. MVBRF will not condone any activity that is illegal or improper, whether done by a Board Member, the Executive Director, MVBRF employee, or KCVA, EKHCS, or WVA employee having dealings with MVBRF.

Conduct that may fall into the category of illegal or improper are fraud, theft, safety violations, improper use of authority, gross waste of funds, discrimination, harassment, or retaliation. You should report any improper or illegal events or actions you believe in good faith to have occurred.

Report any activities, which you believe in good faith to be illegal or improper to the Executive Director. If the concern involves the Executive Director, report the improper activity to the Chair of the MVBRF Board of Directors. Name and address of the Chair can be obtained from MVBRF's Administrative Office.

MVBRF will strive to keep your identity confidential, but this cannot be guaranteed. You may be called as a witness in any criminal investigation. MVBRF will, however, seek

to protect you from any retaliation. If you feel that adverse action has been taken toward you due to a report of improper activity, you should report it as soon as possible, in writing, to the Executive Director, or the Chair of MVBRF's Board of Directors.

MVBRF supports fully reporting improper activity; however, any report made maliciously or for personal gain, will of itself be regarded as misconduct and subject oneself to disciplinary action up to and including termination of employment and/or legal action, depending on the circumstances.

1-9 Life-Threatening Illnesses

MVBRF recognizes that if you have a life-threatening illness, such as cancer, heart disease, AIDS, etc., you may wish to continue your normal pursuits, including work, to the extent possible. The decision regarding you continuing to work will be made in accordance with applicable law (on a case-by-case basis) and according to your ability, with a life-threatening illness, to perform your job-related duties. MVBRF reserves the right to require a medical certification of your illness and/or limitations, if necessary.

1-10 Drug-Free & Alcohol-Free Workplace

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances, drug paraphernalia or alcohol by you or other individuals anywhere on or off KCVA, EKHCS, WVA, or MVBRF premises, while on MVBRF business, is prohibited. You and other individuals who work for MVBRF also are prohibited from reporting to work or working while you are using or under the influence of alcohol or any controlled substances, which may impact your ability to perform your job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized you to report to work.

MVBRF believes that alcohol and drug abuse affect job performance, the work environment, and confidence in MVBRF. To help ensure a safe, healthy, and productive work environment for you and others, to protect MVBRF property, and to ensure efficient operations, MVBRF has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to you and other individuals who perform work for MVBRF.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

1-11 Social Security Number Privacy

You may be permitted to access and use certain personal information, such as Social Security Numbers, only as necessary and appropriate for you to conduct your assigned MVBRF work related duties and in accordance with this policy.

The unauthorized access, viewing, use, disclosure, or the intentional public display of such information and the unauthorized removal of documents from MVBRF's premises that contain Social Security Number information is prohibited and can result in disciplinary action, up to and including termination of employment.

If you encounter Social Security Number(s) or other sensitive personal information without authorization from MVBRF or under circumstances outside of your assigned duties, you may not use or disclose the information further, but must contact your immediate supervisor and Executive Director and turn over all copies of the information in whatever form.

When necessary, documents containing Social Security Number information will be properly destroyed through shredding or other means. It should never be thrown in the trash. For more information about whether and under what circumstances you may have access to this information, review your job description and contact your immediate supervisor.

1-12 Workplace Violence

MVBRF is concerned about the increased violence in society, which has also filtered into workplaces throughout the United States and has taken steps to help prevent incidents of violence from occurring at MVBRF locations. MVBRF is committed to providing a safe workplace. MVBRF does not expect you to become an expert in psychology or to physically subdue a threatening or violent individual. Indeed, MVBRF specifically discourages you from engaging in any physical confrontation with a violent or potentially violent employee or other individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations and report them to your immediate supervisor and the Executive Director.

Threats, threatening language or any other acts of aggression or violence made toward or by any MVBRF employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, for example, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking, or any other hostile, aggressive, injurious, or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, you and other individuals are prohibited from carrying weapons onto KCVA, EKHCS, WVA, or MVBRF premises.

All potentially dangerous situations, including threats by co-workers, should be reported immediately to your immediate supervisor and the Executive Director. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede MVBRF's ability to investigate and respond to the complaints. All threats will be promptly investigated. You must cooperate with all investigations. You will Not be subjected to retaliation, intimidation, or disciplinary action because you reported a threat in good faith under this policy.

If the MVBRF determines, after an appropriate good faith investigation, that someone has violated this policy, MVBRF will take appropriate disciplinary action.

If you are the recipient of a threat made by an outside party, you should follow the steps detailed in this policy. It is important for MVBRF to be aware of any potential danger in its offices. Indeed, the MVBRF wants to take effective measures to protect everyone from the threat of a violent act(s) by employees or by anyone else.

1-13 No-Solicitation/No-Distribution

The conduct of non-MVBRF business, such as canvassing, collection of funds, pledges, circulation of petitions, solicitation of memberships, or any other similar types of activity is not permitted during the working time of either the employee doing the soliciting or employee being solicited at any time in MVBRF working areas or on KCVA, EKHCS, or WVA property.

The distribution of non-MVBRF literature, such as leaflets, letters, or other written materials by an employee is not permitted during the working time of either the employee doing the distributing or the employee to whom the non-MVBRF literature is being distributed, at any time in MVBRF working areas or KCVA, EKHCS, or WVA property.

1-14 Open-Door Policy

MVBRF strongly believes in an open-door, open-communication policy and feels it is an important benefit to all MVBRF employees. This policy allows you to come forward and discuss your problems with your immediate supervisor, to resolve the issue(s) quickly and efficiently. However, if your immediate supervisor is not able to satisfy your questions regarding the interpretation or application of this handbook or any other workplace issue, then you are free to contact the next higher level of supervisor. If you have or foresee a problem which may interfere with your ability to perform your responsibilities, you should discuss the matter with your immediate supervisor or directly with the Executive Director.

1-15 Guidelines for Processing Public Complaints to the Board of Directors

From time-to-time situations may occur that create legitimate complaints on the part of the public, MVBRF employees, or Investigators/Educators relative to MVBRF. Complaints must be aired so that all sides of the issue may be heard, and a rational procedure and/or solution found.

Anyone having a complaint, therefore, is encouraged to file an official complaint form that can be obtained through MVBRF's Administrative Office. All complaints must be signed by the person originating the complaint. The nature of the complaint should be stated as well as the proposed resolution. (Board Policies, Chapter 2, Corporate Structure/Board Organization).

SECTION 2 – OPERATIONAL POLICIES

2-1 Employee Classification

For purposes of this handbook, all MVBRF employees fall within one of the classifications below:

Full-Time Employees – You who regularly work at least 40 hours per week and were not hired on a short-term basis.

Part-Time Employees – You who regularly work fewer than 40 hours per week and were not hired on a short-term basis.

Short-Term Employees – You who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. As a Short-Term Employee, you are not eligible for MVBRF benefits but are eligible to receive statutory benefits.

You who regularly work at least 30 or more hours per week who were not hired on a short-term basis are eligible for health insurance benefits.

In addition to the above classifications, you are categorized as either "exempt" or "non-exempt" for purposes of federal and state wage and hour laws. If you are classified as exempt, you do not receive overtime pay, where non-exempt employees may be eligible for overtime pay. You will be informed of your classification upon hire and informed of any subsequent changes to your classification by MVBRF's Administrative Office.

2-2 Your Employment Records

To obtain your MVBRF position, you have provided personal information, such as address, phone number, and those eligible for insurance, have provided pertinent insurance information of a personal nature. This information is maintained in your personnel file.

You should keep your personnel file up to date by informing the MVBRF's Administrative Office of any changes. You also should inform your immediate supervisor and MVBRF's Administrative Office of any specialized training or skills you acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc., can affect your withholding tax and benefit coverages. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problems.

2-3 Access to Your Personnel File

MVBRF maintains a personnel file on you. Your personnel file includes such information as your job application, resume, records of training, documentation of

performance evaluations, benefit applications, salary increases/promotions, paperwork concerning your leaving the employment of MVBRF, along with other employment records.

Your personnel file is the property of MVBRF, and access to the information it contains is restricted. Generally, only your immediate supervisor and MVBRF's Administrative Office staff, who have a legitimate reason to review information in your personnel file, are allowed to do so.

With reasonable advance notice, you may review your own personnel file in MVBRF's Administrative Office and only in the presence of an individual appointed by MVBRF to maintain personnel files.

Upon your departure from MVBRF, you cannot take your personnel file with you. It remains a part of MVBRF's permanent records repository.

2-4 Working Hours and Schedules

MVBRF's typical working hours are Monday through Friday from 8:30 a.m. to 5:00 p.m. Work schedules for some of you may vary. Your immediate supervisor is responsible for your specific work schedule. Unless you are specifically instructed otherwise by your immediate supervisor, you should work the hours you are scheduled to work. You are entitled each workday to a thirty (30) minute lunch break. Time taken for lunch is not compensable. You should take a lunch break each day away from the work area, if possible. There are no working lunches for MVBRF non-exempt employees.

Your immediate supervisor will advise you of your individual work schedule. Staffing needs and operational demands may necessitate variations in your individual starting and ending times, as well as variations in the total hours that may be scheduled each day throughout a pay period (every two (2) weeks). Executive Director is responsible for paying you, and you and your immediate supervisor are responsible for the accuracy of your Time Card or Time Sheet turned-in each pay period.

You are hired to perform essential functions at MVBRF. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are particularly important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. MVBRF expects excellent attendance from you. Excessive absenteeism or tardiness will subject you to disciplinary action, up to and including termination of employment.

MVBRF does recognize that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your immediate supervisor or the Executive Director, as early as possible, but no later than the start of the workday. Asking another employee, friend, or relative to give this notice is improper and constitutes grounds for disciplinary action. You should call, stating the nature of the illness or absence and its expected duration, for every day you are going to be absent.

Generally, MVBRF considers unreported absences of three (3) consecutive workdays as your voluntary resignation of employment.

2-5 Time Card and Time Sheet Procedures

You are required to submit a Time Card at the end of each pay period in order to get paid. To accomplish this, you must log-in to your account, which is found at www.paylocity.com, or you can use the paylocity mobile app on your phone from the App Store or Play Store, and record your actual time worked on your Time Card for payroll and benefit purposes. If you are a non-exempt employee, you must record the actual time your workday begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason to include your lunch break. You can also access the paylocity website from MVBRF's website, www.mvbrf.org/employee-resources. If paylocity website is down, then go to MVBRF's website (www.mvbrf.org/employee-resources) and download the Time Sheet form, fill-out manually, sign the form, get approval signature(s), and turn-in to MVBRF's Administrative Office. As a non-exempt employee, you may not start work until your scheduled starting time.

Overtime work must be approved by your immediate supervisor or the Executive Director before you perform any overtime.

If you are an exempt employee, with current and up-to-date WOC Status or without WOC status, you will record on your Time Card or Time Sheet daily work attendance and report full or partial days of absence from work for reasons such as paid time off (PTO), leaves of absence, sick time off (STO), or personal business. Once filled-out, you submit your Time Card or Time Sheet to MVBRF's Administrative Office for payroll and benefits processing.

Both exempt and non-exempt employee are responsible to review and submit their Time Card or Time Sheet to certify the accuracy of all time recorded at the end of every pay period. Your immediate supervisor will review and then approve your Time Card or Time Sheet before submitting it to MVBRF's Administrative Office for payroll and benefits processing. If corrections or modifications are made to your Time Card or Time Sheet, both you and your immediate supervisor must initial the change(s) before submission to MVBRF's Administrative Office.

Altering, falsifying, or tampering with your Time Card, Time Sheet, and/or Additional Hours Request Authorization form (overtime) is prohibited and subject you to disciplinary action, up to and including termination of employment.

2-6 Rest Periods

Each workday, full-time non-exempt employees are provided with two (2) rest periods of fifteen (15) minutes each in length. To the extent possible, your rest periods will be provided in the middle of work periods, for example, one (1) in the morning and one (1) in the afternoon. Since this time is counted and paid as time worked, you must not be

absent from your assigned work area beyond the allotted fifteen (15) minute rest period time. Rest periods shall not be taken together, with the lunch break, or at the beginning or end of your scheduled workday.

2-7 Compensation

MVBRF maintains bi-weekly pay periods. Payday is the following Wednesday following electronic or manual record submission. You are required to complete your Time Card or Time Sheet promptly in accordance with established procedures.

2-8 Overtime

Like most successful businesses, MVBRF experiences periods of extremely high activity. During these busy periods, overtime work may be required from you. Every effort will be made to provide you with adequate advance notice in such situations. It is important that you be available, sometimes on short notice, to work overtime when circumstances require. Paid overtime work only applies to non-exempt employees. It is necessary that work performed in excess of eighty (80) hours in a pay period (every two (2) weeks) will be paid at the rate of one and one-half (1.5) times your regular rate of pay for the overtime period. You must receive authorization from your immediate supervisor and the Executive Director before you work any overtime. Once your overtime is approved on MVBRF's Additional Hours Request Authorization form, which can be found on MVBRF's website at www.mvbrf.org/employee-resources, you will submit your overtime approval form with your Time Card or Time Sheet for the pay period in which the approved overtime occurred.

Failure to receive authorization prior to working overtime, or by the end of the pay period in which the overtime was worked means you may not be paid for the overtime and could subject you to disciplinary action, up to and including termination of employment. Exempt employees are not eligible for overtime.

2-9 Exempt Employees – Safe Harbor Policy

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all MVBRF hours, you may work. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time-to-time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions, for example, unless state law requires otherwise, for the following reasons:

- full-day absences for personal reasons,
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing wage replacement benefits for such absences (deductions also may be made for your full-day absences due to

sickness or disability before you have qualified for the plan, policy, or practice or after you have exhausted the leave allowance under the plan),

- full-day disciplinary suspensions for infractions of MVBRF written policies and procedures,
- court ordered garnishment,
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay, and
- the first or last week of your employment in the event you work less than a full week; and any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as a portion, for example, of health, dental, or life insurance premiums; state, federal, or local taxes; social security; or voluntary contributions to a 403(b) pension plan.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness, or disability,
- an absence because MVBRF has decided to close a facility on a scheduled workday,
- absences for jury duty, attendance as a witness, or military leave in any week in which you performed any work (subject to any offsets as set forth above), and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness, and/or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to the Executive Director. If the Executive Director is unavailable or if you believe it would be inappropriate to contact the Executive Director or if you have not received a prompt and fully acceptable reply to your concern, then you should immediately file an MVBRF Official Complaint Form, that can be obtained in the MVBRF's Administrative Office. The complaint must be signed by you as the one filing the complaint. Also, you will state the nature of the complaint, and state your proposed resolution. Put the form in a sealed envelope and write Chair, Board of Directors on the front and give it to the Executive Director, The Executive Director will deliver your envelope to the Chair of the Board of Directors immediately. The Chair will appoint a board member to investigate your complaint, and who will report back to the Chair on the findings of the investigation. The Chair or board investigator will in-turn provide you with a board response. (Chapter 2, Corporate Structure/Board Organization, Board Policies).

2-10 Salary Determination

MVBRF salary determination is based on consistent pay practices, complying with federal and state laws, reflecting MBVRF's commitment to Equal Employment Opportunity, and offering competitive salaries within the greater Kansas City region labor market, which

includes, Topeka, KS, Leavenworth, KS, and Wichita, KS. Because recruiting and retaining talented employees is critical to MVBRF's success, MVBRF is committed to paying you equitable wages that reflect the requirements and responsibilities of your job description and position description required skills and knowledges.

You should bring your pay-related questions or concerns to the attention of the Executive Director, who is responsible for fair administration of MVBRF's pay practices.

2-11 Your Paycheck

MVBRF uses direct deposit to your bank for all paychecks. Direct deposit forms can be obtained in the MVBRF's Administrative Office.

MVBRF maintains bi-weekly pay periods. Payday is the following Wednesday following electronic record submission. You are required to complete your Time Card or Time Sheet promptly in accordance with established procedures, Sub-Section 2-5 Time Card and Time Sheet Procedures above. If that Wednesday is a holiday, normally the electronic transmission will be the day before the holiday (Tuesday following the end of the pay period). You will be notified if there is any change to this procedure in time to make personal adjustments. Each paycheck will include earnings for all work performed through the end of the pay period.

Your paycheck stub, which can be accessed at www.paylocity.com, itemizes deductions made from gross earnings. By law, MVBRF is required to make deductions for Social Security, federal and state income tax, any other appropriate taxes, and elected benefits. These required deductions also may include any court-ordered garnishments. If in the event MVBRF receives a court order to garnish your pay, MVBRF will notify you immediately so that you can contact the agency that filed to garnish your wages. Until the court notifies MVBRF that the garnishment has been satisfied, MVBRF must continue with the garnishment. Paycheck stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in your pay, you should bring the matter to the attention of Executive Director immediately so MVBRF can resolve the matter quickly and amicably.

2-12 Salary Advances

MVBRF does not permit paycheck advances or cashing-in accrued paid time off (PTO), Sub-Section 3-4 Paid Time Off below.

2-13 Job Postings

MVBRF is dedicated to assisting you in managing your career and reaching your professional goals through promotion and transfer opportunities. This policy outlines the MVBRF website on-line job posting program which is in place for you to access. To be eligible to apply for an open position, you must meet the following requirements:

- be a current, regular, full-time, or part-time employee,
- have been in your current position for at least six (6) months,
- maintain a performance evaluation rating of satisfactory or above,
- not be on conduct/performance-related probation or warning,
- meet the job qualifications listed on the job posting, and
- provide your immediate supervisor with notice prior to applying for the position.

If you find a position of interest on the MVBRF website job posting, and you meet the eligibility requirements, an on-line job posting application must be completed to be considered for the position. Not all positions are guaranteed to be posted. MVBRF reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program go to MVBRF's website Home Page, www.mvbrf.org, and click on Resources, and then click on Careers at MVBRF, or contact the Executive Director for assistance.

2-14 Remote/Telecommuting Work Arrangements

To request to work from home, you must submit a completed Request to Work From Home form, found on MVBRF's Share Drive, signed by you and your immediate supervisor, and submitted to the Executive Director for final approval. MVBRF, under emergency situations, may on a limited basis allow you to work remotely if your job duties and work performance are determined to be eligible for remote/telecommuting work. Eligibility will be decided on a case-by-case basis by the Executive Director in concert with your immediate supervisor. You also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work situations.

This policy provides general information regarding remote/telecommuting work conditions and criteria. If you are approved to work remotely, you should be aware of specific details of your remote/telecommuting work arrangement, such as expected work hours, equipment provided, and other vital information.

Any remote work/telecommuting work arrangement may be discontinued by MVBRF at any time and at the discretion of MVBRF. You also may discontinue the remote/telecommuting work arrangement at any time.

At-Will Employment

This remote/telecommuting work arrangement policy does not create a contract of your employment and does not intend to be considered or construed as a promise of continued employment. Your employment is at-will and may be discontinued at any time by MVBRF or you with or without cause or notice.

Hours of Work

If you are approved for remote/telecommuting work from home, your scheduled work hours will be set by your immediate supervisor after consulting with the Executive Director. You should maintain regular contact with your immediate supervisor and the Executive Director.

If you are a non-exempt employee, you must accurately record all hours worked pursuant to Sub-Section 2-5 Time Sheet Procedures above, and take rest and meal breaks, Sub-Subsections 2-4 Working Hours and Schedules and Sub-Section 2-6 Rest Periods above, as if you were working in MVBRF's workplace and as required by law. As a non-exempt employee, you may not work beyond scheduled working hours (including working more than 80 hours in a pay period) without prior, written authorization from your immediate supervisor, Sub-Section 2-7 Overtime above.

Location

You will provide, at your expense, a secure, dedicated work area in your home. You are responsible for maintaining the work area in a safe, secure, and non-hazardous condition at all times. You will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any MVBRF furnished computer system, network, and/or database to any computer, network, or database other than a computer, network, or database to which connections have been provided or authorized by MVBRF.

Duties

You are expected to follow all existing MVBRF policies and procedures. The duties, obligations, responsibilities, and conditions of employment with MVBRF remain unchanged. You must stay engaged with work throughout the workday and be fully available during normal business hours. While working remotely, you must keep your immediate supervisor informed as to the work you have completed each workday and provide a written report at the conclusion of each pay period, on MVBRF's Telework Request Week form, found on MVBRF's website, www.mvbrf.org/employee-resources, and send the completed form to your immediate supervisor for signature and forwarding to the Executive Director. If you are calling patients and/or following-up on patient visits from your remote location, you must make such calls using the Doximity App and not from your personal phone or home phone.

If you do not successfully perform your job duties remotely, this arrangement will be revoked. You are expected to follow existing MVBRF policies with respect to scheduled and unscheduled time off, including the obligation to speak with your immediate supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure. You will record your work summary on your Telework Report form

Accidents and Injuries

You agree to maintain safe conditions in your remote workspace and to practice the same safety habits and rules applied at MVBRF locations. If you incur an injury arising out of the course and scope of the assigned job duties while working in the remote workspace, the workers' compensation provisions in-place for the state in which you are working will apply. You must notify your immediate supervisor and the Executive Director immediately and complete all necessary and/or requested documents regarding the reported injury. MVBRF assumes no responsibility for injuries occurring in the remote workspace outside normal working hours or for injuries that occur because of a reasonably recognizable unsafe remote workspace.

Equipment

You agree to use electronic equipment that has been encrypted and meets all the MVBRF's security requirements. If MVBRF provides equipment for home use, you agree to provide a secure location for MVBRF owned equipment and will not use, or allow others to use, such equipment for purposes other than MVBRF business. You have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by MVBRF. MVBRF will bear the expense of removal of any such equipment, linkages, and installations provided by MVBRF upon the termination of the remote/telecommuting work arrangements but not modification of or repairs to the work location. You will be required to sign a document releasing MVBRF from any damage or liability incurred in the installing or removal of the equipment provided by MVBRF.

Return of Foundation Property

All equipment, records, and materials provided by MVBRF will remain MVBRF property. You agree to return MVBRF equipment, records, and materials upon request. All MVBRF equipment will be returned by you for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All MVBRF equipment must be returned within five (5) business days of written notice to you.

Expenses

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, Sub-Section 4-5 Business Expense Reimbursement below, MVBRF will reimburse you for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto and homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

Confidentiality

You agree that you are subject to MVBRF's policies prohibiting the non-business use or dissemination of MVBRF's confidential business information. You will take all appropriate steps to safeguard MVBRF's confidential business information, including segregating it from personal papers and documents, not allowing non-employees to access such information, and keeping such information in locked drawers or file cabinets, for which you have the only keys/combinations, when not in use. You will maintain MVBRF's confidential information, including, but not limited to, information regarding products or services, processing, marketing, and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, financial information, and patients names and social security numbers or other identifying information.

All KCVA, EKHCS, and WVA data must be maintained in compliance with VA rules and regulations.

Agreement

You will be required to sign an agreement to everything enumerated in this Sub-Section 2-14 Remote/Telecommuting Work Arrangements above. This agreement does not change your employment status, nor should it be construed as an employment contract

Contact

If you have any questions concerning this policy or would like to apply to work remotely, you should contact the Executive Director.

2-15 Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or acts of nature, can disrupt MVBRF operations. In extreme cases, these circumstances may require the closing of one or more MVBRF work location – KCVA, EKHCS, and/or WVA. You are expected to make every effort to get to work during periods of inclement weather, but it is not the intention of MVBRF to require you take risks which may endanger your safety. Please check the payroll site (www.paylocity.com) as a message regarding the status of your MVBRF location affected will be posted there. If your office is closed, you should not report to work and will be paid your normal pay for the day. If your office is open, you should report to work, but if you cannot report to work, you should notify your immediate supervisor or the Executive Director immediately and see if there is some work that you might be able to perform from home that day. If there is no work that you might perform from home that day, you must use accrued paid time off (PTO) to receive pay for that day. If you do not have any accrued PTO, then this day is without pay, and you will annotate your Time Card or Time Sheet accordingly.

SECTION 3 – EMPLOYEE BENEFITS

3-1 Fringe Benefits Overview

MVBRF prides itself in providing a prominent level of excellent benefits to eligible employees. If you are an eligible employee, you will receive a benefits information packet and may elect to be enrolled in the various group plans. Any questions about benefits should be directed to the MVBRF's Administrative Office. The terms, conditions, and eligibility requirements for fringe benefits are set forth in formal plans and policies for the specific fringe benefits, and those documents control in the event of any inconsistencies with this MVBRF Employee Handbook. All fringe benefits are subject to change or termination, and you may be responsible for premium payments. MVBRF and its benefit plan administrators reserve the right to determine eligibility, interpretation, and administration with respect to fringe benefit plans.

The group plan and other fringe benefits that MVBRF currently offers to all full-time employees are:

- Group health insurance including a prescription medication coverage
- Dental and vision coverage
- Life insurance
- Short-term disability plan
- 403(b) pension/retirement plan
- Free Parking

3-2 Consolidated Omnibus Budget Reconciliation Act (“COBRA”)

If you are participating in MVBRF's group health insurance coverage, the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your qualified beneficiaries the opportunity to continue health insurance coverage at your expense and for a specified period of time upon the occurrence of certain qualifying events. Some common qualifying events are resignation, termination of employment, or your death; a reduction in your working hours or a leave of absence; your divorce or legal separation; and a dependent child of yours no longer meeting eligibility requirements. If your employment is terminated for gross misconduct; you are not eligible for COBRA benefits.

Under certain circumstances, for example, divorce and legal separation, your spouse and dependents may also have rights to continue health care coverage. You are responsible for informing MVBRF's Administrative Office of changes to your marital status and/or number of dependents so that MVBRF can notify dependents of their rights under COBRA.

Upon separation from employment, you will be provided with a written notice describing rights granted under COBRA. The notice contains vital information about your rights and obligations.

3-3 Paid Holidays

MVBRF will grant full-time and part-time employees paid holiday time off to all active employees on the holidays listed below:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

If you are a part-time employee, you receive pay only for those holidays above falling on workdays in your scheduled tour of duty, and only for the number of hours which you would have been scheduled to work had the holiday not fallen on that date. Intermittent employees and those who work on an unscheduled number of hours per week or month receive no holiday pay.

Holiday pay will be calculated based on your straight time pay rate, as of the date of the holiday, times the number of hours you would have worked on that day. Non-exempt employees who work on a recognized holiday will receive one and one-half (1.5) times per hour actually worked. Partial hours worked will be paid in 15-minute increments. All other hours that would have been worked that holiday will be paid at regular time.

If a holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. If a holiday falls on a Sunday, the following Monday will be recognized as the holiday.

If a recognized holiday falls during a full-time or part-time employee's paid absence, such as paid time off or paid sick time off, holiday pay will be provided instead of the paid time off or paid sick time off benefit that would otherwise have applied.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

3-4 Paid Time Off (PTO)

PTO will be authorized upon appointment for full-time and part-time employees having an expectation of continuing more than ninety (90) days. Short-term employees are not eligible for PTO. Full-time employees will receive each pay period four (4) hours for one (1) through three (3) years of service; six (6) hours for four (4) through fourteen (14)

years of service; and eight (8) hours for fifteen plus (15+) years of service per pay period (80 hours). Certain positions may be eligible for extended PTO benefits as determined by the Board of Directors. Part-time employees will receive PTO prorated to their part-time hours only. PTO is paid at your base pay rate at the start day of your taking PTO. It does not include any overtime hours worked in calculating PTO pay.

You may carryover a maximum of two hundred forty (240) hours of accrued PTO from one calendar year into the next. This means, if at the end of the calendar year, you have more than two hundred forty (240) hours of accrued PTO, any hours over two hundred forty (240) are forfeited going into the next calendar year. You are encouraged to use available PTO for rest, relaxation, and personal pursuits. MVBRF wants you to use it and not lose it.

Upon separation of employment, for whatever reason, you will receive pay for any accrued, unused PTO up to a maximum of two hundred forty (240) hours through the last day of work. Any accrued PTO hours over two hundred forty (240) are forfeited as of the last day of work. MVBRF encourages you to take PTO each year to keep your balance at or below two hundred forty (240) hours.

PTO must be approved by your immediate supervisor at least one (1) week prior to requested use. However, your immediate supervisor may grant PTO with shorter notice in some circumstances. Supervisors may consider workplace coverage in approving PTO requests with less than one (1) week notice. All supervisor approved PTO requests must be submitted to MVBRF's Administrative Office before departing on PTO.

Do not start PTO until it is properly approved by your immediate supervisor or the Executive Director. Unauthorized time off will not be paid and can lead to disciplinary action, up to and including termination of employment. If your employment is terminated for gross misconduct, you forfeit all accrued PTO.

When requesting PTO, sick time off (STO), or other approved absences, you must use MVBRF's Request for Annual Leave Sick or Approved Absence form, found on MVBRF's website, www.mvbrf.org/employee-resources.

3-5 Sick Time Off (STO)

MVBRF provides paid STO benefit upon appointment and having an expectation of continuing more than 90 days to all full-time and part-time employees only for periods of temporary absence due to illnesses, injuries, or medical appointments.

If you are a full-time employee, you will accrue STO at the rate of four (4) hours per pay period. If you are a part-time employee, you will accrue STO prorated to your normal scheduled part-time hours each pay period. STO is used for illnesses, injuries, medical appointments, and for those conditions established under the Family Medical Leave Act (FMLA) (Sub-Section 3-8 FMLA below) criteria. STO can be carried over from

year-to-year until you reach an accrual of two hundred forty (240) hours of STO. Then your accrual stops until you drop below two hundred forty (240) hours. Any accrued STO will not be paid at time of voluntary leaving MVBRF or termination of employment.

If you are unable to report to work due to illness, injury, or medical appointment, you are required to personally notify your immediate supervisor of your absence and gain approval for each STO absence. Your notification to your immediate supervisor should be made no-later-than two (2) hours prior to the time you were scheduled to report to work, if possible.

STO use for illness or injury will be first authorized by your immediate supervisor for periods up to three (3) consecutive workdays or the Executive Director if your immediate supervisor is not available. For any STO absence of more than three (3) consecutive days due to illness or injury, you may be asked to confirm your personal illness or injury with a supporting statement from your attending physician. The physician's statement should include the illness or injury beginning and ending dates and when you can safely return to work. You need to be aware that the same kind of physician's statement can be required for STO support for FMLA request circumstances. Immediate supervisors must notify the Executive Director anytime one of their subordinates is out on approved STO of three (3) consecutive workdays or more. Any medical documentation received from you regarding your STO absence are considered extremely sensitive and will be kept in a secure and confidential manner in your personnel file.

As an additional condition of eligibility for STO, you must apply for any other available compensation and benefits for which you qualify, such as workers' compensation (if applicable). Your benefits will be used to supplement any payments that you are eligible to receive from state disability insurance, workers' compensation, or MVBRF provided short-term disability insurance program. The combination of any such disability payments and STO cannot exceed your normal pay period earnings .

STO benefits are intended solely to provide income protection in the event of illness, injury, medical appointments, or FMLA circumstances and may not be used for any other absence.

Where there is substantial reason to believe that you are abusing STO, you subject yourself to disciplinary action, up to and including termination of employment.

3-6 Military Leave

If you are a member of the U.S. Armed Forces Reserve Corps or the National Guard, you may take a military leave of absence if you are required to go on active duty or active duty for training. To help MVBRF cover your position while you are on military leave, you must notify your immediate supervisor and the Executive Director of the expected date of your departure and, where possible, your return as soon as you receive your orders. If

you are returning from initial active duty for training, you must apply for reinstatement within thirty-one (31) days after being released from military active duty.

If you resign your employment with MVBRF to enter the U.S. Armed Forces on active duty for no more than four (4) years (plus any involuntary extension for up to a fifth (5th) year, you will also be eligible for unpaid military leave. Upon the satisfactory completion of your military service and timely notice of your intent to return to MVBRF's employment, you will be reinstated to your same or a substantially equivalent position, provided you are qualified and business conditions so permit. You must reapply for your job within ninety (90) days after being released from active duty.

3-7 Bereavement Leave

A bereavement period is a time when you need to know that the people you work with care about you and your family. If you are a full-time or part-time employee, MVBRF will make every effort to meet your needs for time off to assist in attending to obligations and commitments during this period. In addition, as part of MVBRF's commitment to you, MVBRF will provide bereavement pay, not charged to your accrued PTO account, for up to three (3) paid days of regularly scheduled work in the 5 days following the death of your immediate family member. MVBRF defines "immediate family member" as your spouse, domestic/civil union partner, child or child's spouse, grandchild, parent, sibling, grandparent, your spouse's parent, or child. If you require additional time off beyond your use of Bereavement Leave to take care of necessary death related issues, you must use accrued PTO after receiving approval from your immediate supervisor. Supervisors will notify the Executive Director if additional time off has been approved.

3-8 Family and Medical Leave Act ("FMLA")

If you have been employed with MVBRF for at least twelve (12) months and working at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period, you are entitled to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period. The twelve (12) month period begins when FMLA leave coverage starts.

Nothing in FMLA supersedes any provision of state or local law that affords greater family or medical leave rights than those provided by FMLA. If your leave qualifies under FMLA and under state law, the leave you used counts against your entitlement under both laws.

You may take FMLA leave for one or more of the following reasons:

- birth of your child and to care for the child,
- placement of a child with you for adoption or foster care,
- to care for your parent, spouse, or child with a serious health condition, and/or
- serious health condition that makes you unable to perform job functions, which could include pregnancy complications.

If you take FMLA leave for a birth or adoption of a child, your FMLA leave must be taken within one (1) year of the birth or adoption.

You must first use any accrued PTO and/or STO before you go into an unpaid leave status during your FMLA leave. If you are a full-time employee, you can accrue up to two hundred forty (240) hours of PTO plus two hundred forty (240) hours of STO. This equals four hundred eighty (480) hours of paid leave which means your entire twelve (12) FMLA leave would be paid time off or any portion of the twelve (12) weeks used for this specific FMLA leave situation. If you are a part-time employee, you could have your entire twelve (12) weeks as paid time off provided you have sufficient accrued PTO and STO hours available at your current pay period rate and have worked one thousand two hundred fifty (1,250) hours in the previous twelve (12) months to the start of FMLA leave. PTO and STO do not accrue during FMLA leave.

When FMLA leave is foreseeable, you are expected to give at least thirty (30) days' notice in writing of your plan to take FMLA leave or as much notice as is possible under the circumstances.

If both husband-and-wife work for MVBRF, and both are eligible for FMLA leave, both are limited to twelve (12) weeks leave per year combined for the birth of a child, adoption of a child, or care of a family member. But, if either spouse develops a serious health condition, excluding birth or adoption, and is unable to perform the essential functions of the job, each would be entitled to the full twelve (12) weeks of unpaid leave per FMLA year for personal illness.

If you are on FMLA leave, you will be restored to your previous position or an equivalent position with equivalent benefits, pay or other terms and conditions of employment. However, you, having been on FMLA leave, have no greater right to employment than if you had not taken FMLA leave. If your employment would have been terminated any way, for example, your position was terminated due to lack of funding, even if you had been continuously employed and not taken FMLA leave, you would have no right to reinstatement in that position.

If you are enrolled in medical coverage under MVBRF's group health plan, it will continue while you are on FMLA leave under the same terms and conditions as if you were working. This includes you continuing to pay your share of the premium to MVBRF. If you do not have sufficient pay or personal funds to cover this cost, or if you fail to return to work from FMLA leave, you must reimburse MVBRF for the premiums MVBRF paid for continuing medical coverage. If you cannot return to work because of continuing or recurring health problems or for other reasons beyond your control, you would still be eligible for COBRA, Sub-Section 3-2 COBRA above, continuation of medical coverage.

When returning to work from FMLA leave, you must give at least one (1) weeks' notice to MVBRF's Administrative Office and your immediate supervisor prior to returning from leave. If you do not intend to return after the completion of your FMLA leave, you must also provide MVBRF's Administrative Office at least one (1) week's written notice of

intent not to return after leave. Failure to return to work on your scheduled date of return will indicate that you have resigned your employment with MVBRF.

You shall provide the MVBRF's Administrative Office with bi-weekly notification of your status while on FMLA leave and the date you intend to return to work.

A medical certification may be required from a health care provider for FMLA leave to care for a seriously ill parent, spouse, or child, or for your own FMLA leave. MVBRF reserves the right to require periodic re-certification as permitted by law. In addition, MVBRF reserves the right for a second opinion from another health care provider, at MVBRF's expense.

MVBRF can require you to obtain a medical certification from your health care provider stating that you are able or unable to return to work.

Intermittent FMLA leave to care for a new child is not permitted. Intermittent FMLA leave is for serious illnesses when it is medically necessary, for example, chemotherapy or kidney dialysis might qualify for intermittent leave. Medical certification is required prior to granting intermittent FMLA leave. If FMLA leave is required on an intermittent basis or reduced leave basis, MVBRF may require you to transfer temporarily to an alternative position that better accommodates the intermittent FMLA leave or a part-time schedule, provided the position has equivalent pay and benefits. You must discuss the proposed intermittent FMLA leave schedule with your immediate supervisor and the Executive Director before intermittent FMLA leave begins.

You are not required to use the entire twelve (12) weeks available for any single FMLA leave qualifying event. Any weeks remaining would be those weeks that you could use for another FMLA leave event during the twelve- (12) month period when you started your initial FMLA leave.

3-9 General Policy Concerning Absences

If you are unable to report for work, or if you will be late coming to work or must leave early, you must notify your immediate supervisor as soon as you are aware of the situation so that alternative plans can be made.

Regular attendance is required of you. Continued occurrences of lateness or absenteeism will subject you to disciplinary action, up to and including termination of employment.

3-10 Jury Duty

MVBRF recognizes that serving on jury duty is a civic responsibility for every U.S. citizen. MVBRF does reserve the right to ask the court to excuse you if it causes undue hardship on MVBRF. MVBRF also recognizes that you may at times be summoned or subpoenaed for a court appearance as a witness. MVBRF will grant you paid leave for

time spent on jury duty and for attendance as a nonparty witness in court, except that MVBRF reserves the right to limit the duration of paid leave. As a result of receiving paid leave, all jury and witness fees, except transportation reimbursement, must be turned over to MVBRF. Copies of all summons and court documentation for time spent out of the office must be turned-in to the MVBRF's Administrative Office. You should give your immediate supervisor as much notice as possible of your need for leave under this policy.

3-11 Lactation Breaks

MVBRF will provide a reasonable amount of break time to accommodate your desiring to express breast milk for your infant child. The break time, if possible, must run concurrently with rest and meal periods already provided. If the lactation break time cannot run concurrently with rest and meal periods already provided, the lactation break time will be unpaid.

MVBRF will make reasonable efforts to provide you with the use of a room or location other than a toilet stall to express milk in private. This location may be your private office, if applicable. MVBRF may not be able to provide additional break time if doing so would seriously disrupt MVBRF's operations. Please consult the Executive Director with questions regarding this policy.

You should advise your immediate supervisor, if you need lactation break time and an area for this purpose. You will not be discriminated against or retaliated against for exercising your rights under this policy.

3-12 Leave Without Pay

MVBRF may grant leave without pay for personal reasons not to exceed sixty (60) days and does not qualify under FMLA leave for which you are eligible to take. You should notify your immediate supervisor and then request this leave in writing to the Executive Director. Your request should not be construed that it will be approved because MVBRF offers leave without pay. If approved and you have accrued PTO, you must use it first. Your request must explain both conditions for leave without pay under the conditions of this policy, as applicable. If approved, you will be required to sign a statement that includes your acknowledgement of the following two (2) paragraphs:

While you are on leave without pay, you shall not be entitled to paid benefits or salary. However, your insurance benefits may be continued during your leave without pay at your expense. This means you would pay both your employee amount and MVBRF's amount for your coverage while in a leave without pay status.

Once you return from leave without pay, you are not guaranteed the same position and shift you had when leave without pay was taken. However, reasonable effort will be made to reinstate you to the first available position of equivalent classification and pay. If you do not accept the position offered on return from leave without pay, or you fail to return from your leave without pay on the date you specified in your request, under either of

these conditions, you will be considered to have voluntarily resigned from MVBRF employment.

3-13 Workers' Compensation

On-the-job injuries are covered by MVBRF's Workers' Compensation Insurance Policy, which is provided to you at no cost. If you are injured on the job, no matter how slightly, you should report the incident immediately to your immediate supervisor and the Executive Director. Failure to follow MVBRF procedures may affect the ability for you to receive Workers' Compensation Insurance benefits.

This is solely a monetary benefit and not a leave of absence entitlement. If you need to miss work due to a workplace injury, you must consult with MVBRF's Administrative Office as to your options available to you under the provisions of Workers' Compensation Insurance.

3-14 Performance Evaluations

Performance evaluations allow your immediate supervisor to formally recognize and evaluate your job performance. In general, you will receive a written performance evaluation at the end of your introductory period, which should happen after your first ninety (90) days of employment, then at your first-year mark of employment. Thereafter, you will receive, as a minimum, a performance evaluation annually. In addition, you are constantly being reviewed on your skills in serving MVBRF customers and collaborating with your fellow employees. The evaluation process will consider the quality and quantity of your work, demonstrated job skills, initiative, attendance, personal conduct, and general attitude towards your job, fellow employees, and MVBRF clients and guests. While MVBRF will try to assist you in your job performance, the ultimate responsibility for improving performance rests with you in coordination with your immediate supervisor.

It must be noted that a positive performance evaluation does not guarantee you a salary increase, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of your immediate supervisor after coordination with the Executive Director. In addition to these formal performance evaluations, MVBRF encourages you and your Immediate supervisor to discuss job performance on a frequent and ongoing basis.

For those who are in a supervisory position, performance evaluations are your responsibility and cannot be diminished in its importance to your subordinates. All subordinates deserve to know how their individual job performance is meeting the standards you have established for them in their individual job in order to succeed in achieving your part of MVBRF's overall mission. All phases of evaluation from counseling up to and including annual performance evaluations should be documented in writing and all those events taken into account when the next annual performance evaluation is due. This does not mean that performance evaluations can only be conducted annually. It is an

ongoing process which is dependent on your involved participation. They can occur when the situation(s) so dictate. It makes it difficult to promote or terminate employment of a subordinate for overall performance when there is not a paper trail. A letter of appreciation is just as important as a counseling statement of poor performance or misconduct. All performance evaluations, written counseling statements, and any other performance correspondence must be signed by you and the subordinate for whom this action was taken. The original copy of the signed correspondence will be forwarded to the MVBRF's Administrative Office for filing in the subordinate's personnel file. You and your subordinate should keep a copy for future reference.

3-15 Progressive Disciplinary Action

The purpose of this policy is to state MVBRF's position on administering equitable and consistent discipline for unsatisfactory performance/conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels. MVBRF's own best interest lies in ensuring your fair treatment and in making certain that disciplinary action is to correct the problem, prevent recurrence, and prepare you for satisfactory performance/conduct in the future. Although employment with MVBRF is based on mutual consent and both you and MVBRF have the right to terminate employment at will, with or without cause or advance notice, MVBRF may use progressive disciplinary action at its discretion.

Disciplinary action may call for any of four steps -- verbal counseling, written counseling, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary performance or conduct issues, these steps will normally be followed: a first offense may call for verbal counseling; a next offense may be followed by a written counseling statement; another offense may lead to a suspension, with or without pay; and still another offense may then lead to termination of employment. MVBRF recognizes and reserves the right that there are certain types of disciplinary issues that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps. By using progressive disciplinary action, MVBRF hopes that most employee disciplinary issues can be corrected at an early stage, benefitting both you and MVBRF.

SECTION 4 – GENERAL STANDARDS OF CONDUCT

4-1 Workplace Conduct

MVBRF endeavors to maintain a positive work environment. You play a role in fostering this environment. Accordingly, MVBRF and you must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including termination of employment, in MVBRF's sole discretion. Without limiting MVBRF's right to terminate an employee at any time, with

or without cause, the following acts of misconduct are provided as nonexclusive examples of unacceptable activity:

- supplying false or misleading information when applying for employment, or at any time during your employment,
- altering, destroying, willfully misplacing, discarding, or falsifying MVBRF documents or study records,
- failing to maintain any privilege and confidentiality of MVBRF information or of a study sponsor, including but not limited to, documents, reports, records, files, correspondence, and communications,
- possessing, or receiving stolen, lost, or mislaid property of MVBRF, its employees, or of KCVA, EKHCS, or WVA,
- destroying or defacing property of MVBRF, its employees, or of KCVA, EKHCS, or WVA,
- stealing or unauthorized removing of machinery, tools, equipment, records, or other MVBRF property, or the property of employees, customers, visitors, or of KCVA, EKHCS, or WVA,
- possessing weapons, firearms, or ammunition on MVBRF, KCVA, EKHCS, or WVA property,
- failing to follow safety rules,
- engaging in any unethical conduct,
- committing illegal, immoral, or indecent conduct, soliciting persons for these purposes, or aiding and/or abetting any of these conditions,
- committing any act of insubordination, such as refusing to perform assigned job duties,
- violating any MVBRF's Equal Employment Opportunity rules, Sub-Section 1-6 above.
- engaging in any act of discourteous conduct, using abusive language, rudeness, or similar acts, to fellow employees, customers, or general public,
- engaging in horseplay, throwing objects, wrestling, or scuffling on MVBRF, KCVA, EKHCS, or WVA property,
- causing injury to another person deliberately or through gross negligence,

- failing to give a high degree of service,
- gambling on MVBRF, KCVA, EKHCS, or WVA property,
- soliciting or receiving cash, gifts, special accommodations, favors, or other gratuities related to employment,
- misusing PTO, STO, or other leave programs,
- committing excessive tardiness or absences from work without proper permission or notification,
- uttering, publishing, or distributing false, vicious, or malicious statements concerning MVBRF, KCVA, EKHCS, WVA, or any of its employees,
- receiving/making excessive personal telephone or cell phone calls while on the job,
- fighting, threatening, or disrupting the work of others or violating MVBRF's Workplace Violence Policy, Sub-Section 1-12 above,
- defacing, damaging, or aiding in illegal removal of MVBRF, KCVA, EKHCS, or WVA property or property belonging to a guest or another employee,
- sleeping, loitering, or wasting time while on the job,
- smoking on or in MVBRF, KCVA, EKHCS, or WVA property and/or facilities,
- violating MVBRF's Drug and Alcohol-Free Workplace, Sub-Section 1-10, or Non-Harassment Sub-Section 1-7, policies above,
- unauthorized adjusting or tampering with mechanical devices or records used by MVBRF, KCVA, EKHCS, or WVA in determining wages, costs efficiency, and waste, or
- violating any policies or procedures contained in this Employee Handbook.

Obviously, not every type of misconduct can be listed. The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work. Violators of this policy may be subject to disciplinary action, up to and including termination of employment. MVBRF's non-discrimination policy extends to Internet use.

4-2 Use of Facilities, Equipment, and Property, Including Intellectual Property

Equipment essential in accomplishing your job duties is often expensive and may be difficult to replace, such as copiers, facsimile machines, computer systems (including E-mail, internet systems, and electronic storage), and telephone equipment (including voicemail) are property to be used for business related purposes only. When using MVBRF equipment and property, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

You should notify your immediate supervisor if any equipment, machines, or tools are damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to yourself or others. Your immediate supervisor can answer any questions about your responsibility for maintenance and care of equipment entrusted to you to use on the job. You also are prohibited from any unauthorized use of MVBRF's intellectual property, such as audio and video tapes, print materials, and software.

Improper, careless, negligent, destructive, abuse, or unsafe use or operation of equipment and/or property, and unauthorized use of MVBRF's intellectual property can subject you to disciplinary action, up to and including termination of employment

Further, MVBRF is not responsible for any damage to or loss of your personal equipment and/or property unless your immediate supervisor provided advance approval for you to bring your personal equipment and/or property to work for job related purposes. Supervisors, first, are required to notify the Executive Director when considering approving the use of your personal equipment and/or property before notifying you of the decision. This process begs the question to be answered: Why MVBRF is not purchasing or leasing such equipment and/or property, if needed for the job, and therefore, relieving MVBRF of the liability for using your personal equipment and/or property?

4-3 Use of Communications and Computer Systems

MVBRF's communication and computer systems are intended solely for business purposes. This includes the voice mail, e-mail, and Internet systems. You the user have no legitimate expectation of privacy regarding your use of the MVBRF's communications and computer systems.

MVBRF may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to you the user of the system, in the ordinary course of business when MVBRF deems it appropriate to do so. The reasons for which MVBRF may obtain such access include but are not limited to maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that MVBRF operations continue appropriately during your absence.

Further, MVBRF may review Internet usage to ensure that such use with MVBRF property, or communications sent via the Internet with MVBRF property, are appropriate. The reasons for which MVBRF may review use of the Internet with MVBRF property include but are not limited to maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that MVBRF operations continue appropriately during your absence.

MVBRF may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

MVBRF's policies prohibiting harassment, Sub-Section 1-7 Non-Harassment above, in its entirety, apply to the use of MVBRF's communication and computer systems. No one may use any communications or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs or any other characteristics protected by federal, state, or local law.

Furthermore, since MVBRF's communications and computer systems are intended for business use, you must provide all access codes and/or passwords for MVBRF communications and computer systems to the MVBRF's Administrative Office where they will be maintained in a sealed envelope in your employee personnel file. Every time you change access codes and/or passwords, you are required to repeat this process.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited, and you may not access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

The following behaviors are examples of previously stated or additional actions and activities that are prohibited when using MVBRF communications and computer systems:

- sending or posting discriminatory, harassing, or threatening messages or images,
- using MVBRF's time and resources for personal gain,
- stealing, using, or disclosing someone else's access code(s) and/or password(s) without authorization,
- copying, pirating, or downloading software and electronic files without permission,
- sending or posting confidential material, trade secrets, or proprietary information outside of MVBRF,
- violating copyright laws,
- failing to observe licensing agreements,
- engaging in unauthorized transactions that may incur a cost to MVBRF or initiate unwanted Internet services and transmissions,
- sending or posting messages or material that could damage MVBRF's image or reputation,
- participating in the viewing or exchanging of pornography or obscene materials,
- sending or posting messages that defame or slander other individuals,
- attempting to break into the computer system of another organization or person,
- refusing to cooperate with a security investigation,
- sending or posting chain letters, solicitations, or advertisements not related to MVBRF business purposes or activities,
- using the Internet for political causes or activities, religious activities, or any sort of gambling,
- jeopardizing the security of MVBRF's electronic communications systems,
- sending or posting messages that disparage another organization's products or services,
- passing off personal views as representing those of MVBRF,
- sending anonymous email message,
- engaging in any other illegal activities,
- displaying or accessing any sexually explicit images, messages, or cartoons, and
- accessing or displaying any Internet materials that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religious, political beliefs, or other protected characteristics.

Obviously, not every misuse of MVBRF communications and computer systems can be listed. Violators of this policy may be subject to disciplinary action, up to and including termination of employment. MVBRF's non-discrimination policy, Sub-Section 1-6 Equal Employment Opportunity above, extends to Internet use.

4-4 Use of Social Media

MVBRF respects the right you have to maintain a personal blog or web page or to participate in social networking, Twitter, or similar sites, including but not limited to Facebook and LinkedIn. However, to protect MVBRF interests and ensure you focus on your job duties, you must adhere to the following rules:

- You may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar sites, during work time or at any time with MVBRF equipment or property and this includes taking photos of employees, clients/patients, animals, and labs settings, and divulging any research program materials.
- All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn, or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking sites. The transmission of confidential or proprietary information without the permission of the Executive Director is prohibited.
- Whether you are posting something on your own blog, web page, social networking, Twitter, or similar sites or on someone else's, with your own personal equipment off MVBRF premises, if you mention MVBRF and express either a political opinion or an opinion regarding the MVBRF's actions that could pose an actual or potential conflict of interest with MVBRF, you must include a disclaimer. You should specifically state, as a minimum, that the opinion(s) expressed is/are your personal opinion(s) and not MVBRF's position. This is necessary to preserve MVBRF's good will in the marketplace.
- Any conduct that is not permitted under the law if expressed in any other form or forum is not permitted if expressed through a blog, web page, social networking, Twitter, or similar sites. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. MVBRF policies apply equally to your social media usage.

MVBRF encourages you to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking sites is received and often misunderstood by readers. You must use your best judgment. If you have any questions, you should review the guidelines above and consult with your immediate supervisor and the Executive Director. Failure to follow these guidelines may result in disciplinary action, up to and including termination of employment.

4-5 Business Expense Reimbursement

MVBRF will reimburse you for reasonable business travel expenses incurred while on assignments away from your normal work location. All business travel must be approved in advance by the Executive Director.

Those of you whose travel plans have been approved are responsible for making your own travel arrangements.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to you accomplishing business travel objectives, MVBRF will reimburse you. You are expected to limit expenses to reasonable amounts.

Expenses that generally will be reimbursed include the following:

- airfare or train fare for travel in coach or economy class or the lowest available fare,
- car rental fees, only for compact or mid-sized cars,
- fares for shuttle or airport bus service, where available; cost of public transportation for other ground travel,
- taxi fares, only when there is no less expensive alternative,
- mileage costs for use of personal cars, only when less expensive transportation is not available and reimbursement at the IRS business rate per mile,
- cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings,
- cost of meals reimbursed same as Federal Per diem rate, and
- tips not exceeding 15% of the total cost of a meal or 10% of a taxi fare.

If you are involved in an accident while traveling on business, you must promptly report the incident to your immediate supervisor and the Executive Director.

When travel is completed, you will submit a completed MVBRF's Travel Reimbursement form, which can be found on MVBRF's website, www.mvbrf.org/employee-resources, within seven (7) calendar days. This form must be accompanied along with all receipts for your travel, conference fees, hotel, meals, etc., and any individual expenses you are claiming for reimbursement.

You should contact your immediate supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues. Travel from home to work and return is not a reimbursable business expense. If you are required to use your personal vehicle to conduct MVBRF business, first you must receive approval from your immediate supervisor, and second, you must submit MVBRF's Request for Mileage Reimbursement form, which can be found on MVBRF's website, www.mvbrf.org/employee-resources. Again, mileage from home to work and return cannot be counted for mileage reimbursement purposes.

Abuse of this business expense reimbursement policy, including falsifying expenses reported to reflect costs not incurred by you, can be grounds for disciplinary action, up to and including termination of employment.

4-6 Conflict of Interest and Business Ethics

It is MVBRF's policy that you avoid any conflict between your personal interests and those of MVBRF. The purpose of this policy is to ensure that MVBRF's honesty and integrity, and therefore, its reputation, are not compromised. The fundamental principle guiding this policy is that you should not have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of MVBRF. It is not possible to give an exhaustive list of situations that might involve violations of this policy; however, the following are possible examples:

- holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with MVBRF, by you who are in a position to directly or indirectly influence either MVBRF's decision to do business, or the terms upon which business would be done with such organization,
- holding any interest in an organization that competes with MVBRF,
- being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with MVBRF or which competes with MVBRF, and/or
- profiting personally, for example, through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with MVBRF.

A conflict of interest would also exist when a member of your immediate family engages in situations such as those described above.

It is your responsibility to report any actual or potential conflict that may exist between you and your immediate family and MVBRF. You are required to read MVBRF's Conflict of Interest Policy and Procedures and complete and sign MVBRF's Conflict of Interest Confidential Disclosure Questionnaire and Affirmation of Compliance forms upon start of employment with MVBRF and annually thereafter. Both forms will be placed in your personnel file, Conflict of Interest Policy and Procedures and its associated forms can be found on MVBRF's website, www.mvbrf.org/employee-resources.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given, and accepted as part of the usual business amenities, for example, promotional items of nominal or minor value.

If you have a question or are unsure about a potential conflict of interest, you should check with the Executive Director first.

4-7 Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, MVBRF may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of MVBRF. Accordingly, all parties to any type of intimate personal relationship must inform the Executive Director.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. MVBRF generally will attempt to identify other open positions, but if no alternate position is available, the MVBRF retains the right to decide which employee will remain with MVBRF.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with you is similar to that of persons who are related by blood or marriage.

4-8 Fraternalization

It is contrary to MVBRF's policy for a supervisor who initiates or develops a romantic relationship with MVBRF employee, whether the employee be another supervisor or subordinate, and whether the subordinate be under the direct supervision of the supervisor or

not. If a supervisor should become romantically involved with another employee who is also employed by MVBRF, it shall be MVBRF policy to terminate the employment of the supervisor. Any other personal relationship between a supervisor and another employee which adversely affects employee performance and/or efficiency may likewise result in termination of employment.

This policy shall be enforced uniformly against all supervisors, without regard to any discriminatory criteria.

4-9 Standards of Professionalism

You are expected to conduct yourself in a way to create a favorable and lasting impression of MVBRF. The continued success of MVBRF depends on the quality, integrity, expertise, and professionalism you display.

Written communications must meet the highest standards of accuracy and neatness. Individuals who phone MVBRF must receive prompt and courteous attention

and a helpful and meaningful response. Individuals who visit MVBRF must always be treated with deference, tact, and courtesy.

You should present yourself in a professional and efficient manner. Respect and thoughtfulness towards your fellow workers will always be expected.

You are expected to report to work well-groomed, clean, and dressed according to the requirements of your position. Some of you may be required to wear uniforms or safety equipment and/or clothing. You should contact your immediate supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing proper attire. You are representing MVBRF, and your overall appearance should portray one of professional employee to our clients, patients, suppliers, fellow employees, and other VA employees.

4-10 Smoking

MVBRF, KCVVA, EKHCS, and WVA maintain a smoke-free workplace, which includes no e-cigarette use.

4-11 References

MVBRF's Executive Director will respond to all reference requests of former and current employees. A reference request is confidential information and should not be communicated to anyone who does not have a legitimate need to know. In response to a request for employment information, the information furnished by MBVRF will be limited to your name, your job position title(s), and your employment dates.

4-12 Public Statement to the Media

All media inquiries regarding the position of MVBRF as to any issues must be referred to the Executive Director. Only the Executive Director is authorized to make or approve public statements on behalf of MVBRF. You are not, unless specifically designated by the Executive Director and authorized to make those statements on behalf of MVBRF.

4-13 Outside Employment

Outside employment that constitutes a conflict of interest is prohibited. You may not receive any income or material gain from individuals, businesses, or organizations outside MVBRF for materials produced or services rendered which would create a potential conflict of interest while performing your MVBRF job.

4-14 Employment Departure Procedures

Should you decide to leave MVBRF, you are asked to provide your immediate supervisor and the Executive Director with at least two (2) weeks advance written notice of your departure intention. Thoughtfulness will be appreciated. All MVBRF, property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, laptops, software, manuals, pagers, and any other MVBRF related property in your possession, etc., must be returned before or at separation. This includes providing any access codes and passwords for any MVBRF communications and computer systems you used. You also must return all MVBRF's Confidential Information upon separation. To the extent permitted by law, you will be required to repay MVBRF (through payroll deduction, if lawful) for any lost or damaged MVBRF property. As noted previously, you are employed at-will and nothing in this handbook changes that status.

Your leaving employment is an inevitable part of personnel activity within any organization, and many of the reasons for leaving are routine. Below are examples of some of the most common circumstances under which employment departure takes place:

- Resignation – is voluntary employment termination initiated by you,
- Termination of Employment – is involuntary employment termination initiated by MVBRF for specific reasons.
- Layoff – is involuntary employment termination initiated by MVBRF for non-disciplinary reasons, or
- Retirement – is voluntary employment termination initiated by you meeting age, length of service, and any other criteria for retirement from MVBRF.

Since employment with MVBRF is based on mutual consent, both you and MVBRF have the right to terminate employment at will, with or without cause, at any time.

Your employee benefits will be affected by your employment departure in the following manner: All accrued, vested benefits that are due and payable at termination will be paid. Upon employment departure, you will be paid accrued PTO that you have earned through the last day of work, but no more than two hundred forty (240) hours. Some benefits may be continued at your expense if you so choose. You will be notified in writing of the benefits that may be continued and the terms, conditions, and limitations of such continuance.

4-15 A Few Closing Words

This Employee Handbook is intended to give you a broad summary of things you should know about MVBRF. The information in this handbook is general in nature and, should questions arise, your immediate supervisor and/or the Executive Director should be consulted for complete details. While MVBRF intends to continue the policies, rules, and benefits described in this handbook, MVBRF, in its sole discretion, may amend, add, delete, or modify provisions of this handbook and/or change its interpretation of any provision set forth in this handbook at any time.

You should not hesitate to speak to your immediate supervisor or the Executive Director if you have any questions about MVBRF and its personnel policies and practices.

Remove page 43, titled: MVBRF Employee Handbook Acknowledgment, and when you have completed it, return it to MVBRF's Administrative Office to be put in your personnel file.

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Midwest Veteran's Biomedical Research Foundation

Employee Handbook Acknowledgment

This Employee Handbook, dated, June 16, 2022, is an important document intended to help you become acquainted with Midwest Veterans' Biomedical Research Foundation (MVBRF). This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because MVBRF operations may change, the contents of this handbook may be changed at any time, with or without notice, in an individual case or, at the sole discretion of MVBRF.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this handbook.

- I certify that I have received and read a copy of MVBRF Employees Handbook, and I agree to comply with the policies and procedures contained in this handbook and any revisions to it.
- I further understand that my employment is at-will, and can be terminated by either myself or MVBRF, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind and is not intended to be an agreement for employment or a guarantee of employment.
- I understand that revisions to the handbook may occur, except to MVBRF's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies and procedures in this handbook.
- I acknowledge that this handbook is neither a contract of employment nor a legal document, and I understand that I should consult the Executive Director regarding any questions not answered in the handbook.
- I understand that my signature below indicates that I have read and understand the above statements.

Employee's Printed Name: _____

Employee's Signature: _____

Position Title: _____

Date: _____

The signed original copy of this acknowledgment will be given to MVBRF's Administration Office – it will be filed in your personnel file.