



**MEETING of the Executive Committee of the
Clean Power Alliance of Southern California
Wednesday, August 21, 2019
1:30 p.m.**

**555 West 5th Street, 35th Floor
Los Angeles, CA 90013**

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact Christian Cruz at ccruz@cleanpoweralliance.org or (213) 269-5870. Notification in advance of the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it.

PUBLIC COMMENT POLICY: *The General Public Comment item is reserved for persons wishing to address the Committee on any Clean Power Alliance-related matters not on today's agenda. Public comments on matters on today's Consent Agenda and Regular Agenda shall be heard at the time the matter is called. Comments on items on the Consent Agenda are consolidated into one public comment period. As with all public comment, members of the public who wish to address the Committee are requested to complete a speaker's slip and provide it to Clean Power Alliance staff at the beginning of the meeting but no later than immediately prior to the time an agenda item is called.*

Each speaker is customarily limited to two (2) minutes (in whole minute increments) per agenda item with a cumulative total of five (5) minutes to be allocated between the General Public Comment, the entire Consent Agenda, or individual items in the Regular Agenda. Please refer to Clean Power Alliance Policy No. 8 – Public Comments for more information.

In addition, members of the Public are encouraged to submit written comments on any agenda item to PublicComment@cleanpoweralliance.org. To enable an opportunity for review, written comments should be submitted at least 72 hours but no later than 24 hours in advance of the noticed Committee meeting date. Any written materials submitted thereafter will be distributed to the Committee at the Committee meeting. Any written submissions must specify the Agenda Item by number, otherwise they will be considered General Public Comment.

Clean Power Alliance Executive Committee Meeting
August 21, 2019

Members of the public may also participate in this meeting remotely at the following addresses:

Beverly Hills City Hall
4th Floor, Conference Room 4B
455 N. Rexford Drive, Beverly Hills, CA 90210

Ventura County Government Center
Channel Islands Conference Room, 4th Floor Hall of Administration
800 South Victoria Avenue, Ventura, CA 93009

I. WELCOME AND ROLL CALL

II. GENERAL PUBLIC COMMENT

III. CONSENT AGENDA

1. Approve Minutes from July 10, 2019 Executive Committee Meeting

IV. REGULAR AGENDA

2. Receive Report from the Executive Director
3. Review Draft Agenda for September 5, 2019 Board of Directors Meeting

V. COMMITTEE MEMBER COMMENTS

VI. ADJOURN

Public Records: *Public records that relate to any item on the open session agenda for a Committee Meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all, or a majority of, the members of the Committee. The Board has designated Clean Power Alliance, 555 W. 5th Street, 35th Floor, Los Angeles, CA 90013, as the location where those public records will be available for inspection. The documents are also available online at www.cleanpoweralliance.org.*

MEETING of the Executive Committee of the
Clean Power Alliance of Southern California
Wednesday, July 10, 2019, 1:30 p.m.

MINUTES

555 West 5th Street, 35th Floor
Los Angeles, CA 90013

*Beverly Hills City Hall
4th Floor, Conference Room 4B
455 N. Rexford Drive, Beverly Hills, CA 90210*

*Ventura County Government Center
Channel Islands Conference Room
4th Floor Hall of Administration
800 South Victoria Avenue, Ventura, CA 93009*

I. WELCOME AND ROLL CALL

Chair Diana Mahmud called the meeting to order.

Roll Call				
1	Beverly Hills	Julian Gold	Committee Member	Remote
2	Los Angeles County	Gary Gero	Committee Member	Present
3	Oxnard	Carmen Ramirez	Committee Member	Remote
4	Rolling Hills Estates	Steve Zuckerman	Committee Member	Present
5	Santa Monica	Kevin McKeown	Committee Member	Absent
6	South Pasadena	Diana Mahmud	Chair	Present
7	Ventura County	Linda Parks	Vice Chair	Remote
8	West Hollywood	Lindsey Horvath	Committee Member	Remote

II. GENERAL PUBLIC COMMENT

There were no general public comments.

III. CONSENT AGENDA**1. Approved Minutes from June 19, 2019 Executive Committee Meeting**

Motion: Committee Member Gold, Beverly Hills

Second: Committee Member Ramirez, Oxnard

Vote: Item 1 was approved by a unanimous roll call vote of all voting members.

IV. REGULAR AGENDA**2. Received Report from the Executive Director**

Ted Bardacke, Executive Director, reviewed the opt-out statistics for the 1% of customers impacted by the rate increases outside of the standard rate comparison ranges, referred to as “subset” customers. Mr. Bardacke highlighted that member agencies took various actions on their affected subset accounts. Member agencies generally took four types of actions as it pertained to their affected subset accounts: 1) Accounts were left at default level or opted-up; 2) Agencies opted-out all affected subset accounts and left all non-affected accounts at the default level; 3) Some agencies only opted-out their streetlight accounts and left their other subset accounts in CPA; or 4) Some member agencies did some sort of combination of the three previous categories of actions. Mr. Bardacke clarified that no member agency opted out of all of their municipal accounts.

Mr. Bardacke also provided a report on all the subset customers as a whole which include accounts on the TOU-8, GS-3, and Pumping/Agriculture rates. Mr. Bardacke noted that these customers are still within their 60-day window to opt-out, and outreach to these customers is still ongoing. CPA has brought on extra staff to assist with outreach to these customers via individual phone calls and emails, in addition to the two letters that were sent to all subset customers. Vice Chair Parks asked if any of the 100% cites are no longer 100% cities, because of this issue. Mr. Bardacke clarified

that the default rate of 100% for the entire community still remains, even if the municipality as a customer, decides to opt-out some of their accounts.

Mr. Bardacke also highlighted the series of malfunctions taking place in the SCE billing system. It took about 2-3 weeks for CPA and SCE to identify the and address the issues going forward. There were two major issues occurring: 1) Account did not bill, which meant the customer did not receive a bill from SCE, and 2) Account billed with partial charges, which meant the customer received a bill that only had SCE charges but not CPA charges included. Approximately 100,000 to 120,000 billing periods were impacted by various combinations of these issues. Mr. Bardacke indicated that this had an impact on the CPA cash flow, which was delayed by about \$5 million. To help inform those customers who were impacted, CPA in conjunction with SCE, will be posting messaging on the CPA website and will be drafting joint call center talking points. In addition, there will be on-bill messages to customers. Because the cause of this issue was due to malfunctions in SCE's billing system, which impacted customers in all CCAs, CPA requested that SCE also send letters to customers separately informing them of the issues. However, SCE has not agreed to do so.

Nancy Whang, General Counsel, also clarified that there are tariff rules that SCE must abide by. In this instance, the rules are not prescriptive nor provide specific delineations of conduct, in reference to this kind of issue, by SCE. However, CPA does have an agreement with SCE on conduct and SCE has devoted significant resources to this issue.

Chair Mahmud asked if there has been a discussion with SCE to recover incurred finance charges due to this issue. Mr. Bardacke indicated that, at this point a complaint needs to be filled with the PUC, a ruling must then be made in favor of CPA, and then that ruling would need to be taken to court

in order for CPA to recover the cost. This process, however, is lengthy and would likely cost more in legal fees than the financial damage incurred.

Mr. Bardacke provided an update on the Solar Marketplace platform CPA is developing. CPA issued an RFP several months previously for a vendor to help educate customers on options for installing solar at their properties. There were four bids and two finalists were identified. Because this service evolved into a revenue generator and there would be no cost for CPA, staff will move forward on drafting an agreement without the need to go to the Board.

Director Ramirez asked how CPA would vet contractors to ensure CPA is not exposed to liability. Ms. Whang clarified that the vendor in its proposal indicated that they are vetting the contractors doing the installation in order to ensure they are properly licensed and insured, as well as to mitigate liability. In addition, Ms. Whang is reviewing the CPA insurance coverage requirements to make sure CPA is protected and any risk is mitigated.

There were no public comments on this item. This item was for discussion purposes only.

3. Reviewed Draft Agenda for July 18, 2019 Board of Directors Meeting

Nancy Whang, General Counsel, reviewed the proposed records retention policy for CPA. In preparing the policy, staff reviewed various retention policies from like agencies such as MCE and Metro and also surveyed the CPA staff for input. Ms. Whang highlighted that the policy includes a provision to suspend the disposal of information in the event of litigation, subpoenas, and claims, if needed.

Ted Bardacke, Executive Director, indicated that a new consent item will be included on the Board Agenda, which is the extension and increase for the

MRW Task Order, which is the consultant that provides rate analysis services for CPA. This will be brought to the Board because it is an amendment to a Task Order and the total amount is above the Executive Director's signing authority.

Additionally, staff will bring to the Board, for discussion, the issue of member expansion. This came about from the Board retreat, and at that time the expansion breakout group thought it important to bring it to the Board, as a whole.

Mr. Bardacke also highlighted the amendment to the Energy Risk Management Policy, which will also appear before the Board. The amendments will be in reference to the PCC-3 Renewable Energy Credits (RECs) and the CPA hedging strategy, which will help to mitigate risks. Mr. Bardacke clarified that CPA's 100% Green Power rate product will be fully fulfilled by PCC-1 resources.

There were no public comments on this item. This item was for discussion purposes only.

V. COMMITTEE MEMBER COMMENTS

There were no additional Committee Member comments.

VI. ADJOURN

Chair Mahmud adjourned the meeting.



Staff Report – Agenda Item 2

To: Clean Power Alliance (CPA) Executive Committee
From: Ted Bardacke, Executive Director
Subject: Report from the Executive Director
Date: August 21, 2019

The Executive Director will provide an oral report on current CPA operations.



Staff Report – Agenda Item 3

To: Clean Power Alliance (CPA) Executive Committee

From: Ted Bardacke, Executive Director

Subject: Review Draft Agenda for September 5, 2019 Board of Directors Meeting

Date: August 21, 2019

Staff will provide an overview of the proposed agenda items for the September 5, 2019 Board of Directors meeting for review and feedback from the Executive Committee. The Draft Board agenda and a presentation on rates is attached to this staff report. A discussion of pertinent items for Board consideration is provided below.

REGULAR AGENDA

Power Purchase Agreement (PPA)

Staff is currently in negotiations on a long-term solar plus storage power purchase agreement that was part of the short-list of projects selected in the 2018 Clean Energy RFO. Staff expects to be ready to present the final PPA to the Board at the September 5 Board meeting. After this current PPA, there will be only one outstanding short-listed project currently under negotiations from the 2018 Clean Energy RFO short-list; a stand-alone energy storage project located in Moorpark.

Rate Adjustment

In the last week of July, SCE implemented another rate change, its fifth change in seven months. As a result of this adjustment, which impacted generation rates, delivery rates and the Power Charge Indifference Adjustment (PCIA), CPA customers received an

automatic bill reduction of 4.2% for domestic customers and 3.8% for typical business customers. Bundled SCE customers received a smaller bill reduction of 3.4% and 3.2% respectively compared to June 1.

Staff is recommending a small CPA generation rate adjustment (between one and two tenths of a cent per kwh) such that the decrease in customer bills is the same for CPA and SCE, maintaining the same rate comparisons that were adopted by the Board in June. This adjustment would increase CPA revenue by approximately \$4.7 million over the next four months, when SCE is expected to change rates again. This additional short-term revenue would provide a much-needed cushion to absorb load uncertainty and lower CPA risk in the view of energy suppliers and creditors. This additional revenue would also provide some protection against the possibility of an SCE rate reduction and/or PCIA increase in early 2020.

Under this scenario, the average residential customer bill would go down by \$3.75/month and the typical commercial customer bill would decrease by \$5.81/month compared to June 1 rates. Bill comparisons with SCE would remain the same as they were on June 1.

Staff is recommending no rate adjustments be made for subset customers.

CPA anticipates additional rate changes by SCE in January and April of 2020. As with the current rate change, staff intends to analyze the impacts and bring recommendations for the Board to consider, rather than attempting to immediately follow SCE rate changes on short notice as occurred several times during 2019.

A presentation detailing the proposed rate adjustment is attached.

Employee Benefits Revision and Employee Handbook Amendments

In July 2018, the Board approved an Employee Handbook that sets policies and procedures governing employment at CPA. Employee benefits are also outlined in the Employee Handbook and are subsequently detailed in an Employee Benefits Guide.

CPA employee benefits are significantly below market compared to other CCAs and other high-quality private and public sector employers with whom CPA competes for talent and employee retention. Recognizing the need to revise benefits accordingly, the FY 2019/2020 Board-approved budget included an allowance for an increase in personnel costs to accommodate a benefits revision, particularly in the areas of retirement contribution and health care.

Below is a comparison of major benefits offered by other CCAs along with CPA's current benefits, an outline of staff's initial proposal, and some options for revisions. All options presented are within the benefits revision allowance contemplated in the Board-approved FY 2019/2020 budget.

	Retirement	Health/Dental/Vision (HDV)	Transportation
MCE	<ul style="list-style-type: none"> 10% contribution No required employee contribution 4-year equal annual amount vesting 	<ul style="list-style-type: none"> \$1575/month max allowance for HDV \$500 cash out 	<ul style="list-style-type: none"> \$265/month for public transit commuters \$20/month for bike commuters
SCP	<ul style="list-style-type: none"> Up to 8% match contribution Immediate vesting 	<ul style="list-style-type: none"> \$1250/month max allowance for HV Fully paid Dental \$525 cash out 	<ul style="list-style-type: none"> NA
PCE	<ul style="list-style-type: none"> Up to 10% contribution 6% direct contribution/4% match 4-year equal annual amount vesting 	<ul style="list-style-type: none"> \$1000/month max allowance for Health Fully paid Dental plus \$300/year for dependents Fully paid Vision for employee and dependents No cash out 	<ul style="list-style-type: none"> Auto allowance of between \$200 and \$320/month for managers and executives respectively
MBCP	<ul style="list-style-type: none"> Up to 10% match contribution Immediate vesting Additional 14% contribution (7% employer/7% employee) by opting out of Social Security 	<ul style="list-style-type: none"> \$1200/month max allowance for HDV \$600 cash out 	<ul style="list-style-type: none"> N/A
EBCE	<ul style="list-style-type: none"> Up to 6% match contribution 2-year equal annual amount vesting Additional 14% contribution (7% employer/7% employee) by opting out of Social Security 	<ul style="list-style-type: none"> \$1250/month max allowance for HDV \$600 cash out 	<ul style="list-style-type: none"> Auto allowance of \$400/month for executives \$150/month public transportation commuter contribution \$75/month walk/bike commuter benefit
SVCE	<ul style="list-style-type: none"> 10% contribution 10% required employee contribution Immediate vesting 	<ul style="list-style-type: none"> \$1000/month max allowance for HDV No cash out 	<ul style="list-style-type: none"> \$200/month FSA contribution (can be used for health as well)
CPA Current	<ul style="list-style-type: none"> Up to 3.5% match contribution Immediate vesting 	<ul style="list-style-type: none"> Full HDV coverage for employee at Kaiser Kaiser-level cash allowance for PPO plans Cash out at Kaiser level No dependent coverage or allowance 	<ul style="list-style-type: none"> N/A
CPA Proposed Option #1	<ul style="list-style-type: none"> Up to 10% contribution 6% direct contribution/4% match Immediate vesting 	<ul style="list-style-type: none"> Full HDV coverage for employee and dependents at Kaiser Kaiser-level allowance for employee and dependents for PPO plans \$400 cash out 	<ul style="list-style-type: none"> \$200/month for use of any non-auto mode for commuting
CPA Proposed Option #2	<ul style="list-style-type: none"> Up to 10% contribution 6% direct contribution/4% match 2-year equal amount annual vesting 	<ul style="list-style-type: none"> Full HDV coverage for employee at Kaiser \$200 co-pay for dependent coverage Kaiser-level allowance for employee and dependents (less co-pay) for PPO plans \$400 cash out 	<ul style="list-style-type: none"> \$200/month for use of any non-auto mode for commuting or for commuting by fully Electric Vehicle
CPA Proposed Option #3	<ul style="list-style-type: none"> Up to 10% contribution 6% direct contribution/4% match 3-year equal amount annual vesting 	<ul style="list-style-type: none"> \$1200/month max allowance for HDV \$400 cash out 	<ul style="list-style-type: none"> N/A

Staff is seeking input from the Executive Committee on benefits revisions in the following key areas.

Retirement

Staff is proposing an increase of the retirement contribution from the current 3.5% maximum match to a 10% maximum contribution divided on a 60/40 basis between a 6% direct contribution and an up to 4% match contribution, similar to the structure used by Peninsula Clean Energy (PCE). The 60/40 proposal attempts to strike a balance between allowing all employees to benefit from some retirement contribution regardless of their current cash flow situation and providing an incentive for employees to save their own funds for retirement. The cost of this increase in retirement benefits is approximately \$300,000 annually compared to current retirement benefits costs of \$130,000 annually.

While this increase would bring CPA more in-line with what is offered by other CCAs, it maintains CPA's avoidance of long-term pension liabilities by continuing to structure its retirement benefits as a defined contribution plan (similar to a 401(k)) rather than a defined benefits plan (such as CalPERS). As an additional potential measure to lower CPA's long-term retirement costs and as an incentive for employee retention, staff is proposing options for Executive Committee input on a two-year or three-year equal annual amount step-up vesting period for CPA contributions to individual employee retirement accounts. The amount of savings from instituting vesting periods will be realized in future fiscal years and will depend on the rate and timing of employee turnover, along with the salaries of those employees who do leave.

Health/Dental/Vision (HDV)

Staff is seeking input on three options for improving health benefits. Each of these options makes CPA a more attractive employer in a tight labor market but deals with a key challenge for CPA – options for dependent coverage – in different ways. Currently CPA makes no allowance for, or contribution to, dependent coverage, making CPA less attractive to current and potential employees with families.

As detailed above, Option #1 is to offer full coverage at the Kaiser Platinum level for employees and dependents. Option #2 is to offer full coverage at the Kaiser Platinum

level for employees and then to cover dependents with a \$200 co-pay. Option #3 is to offer a maximum \$1,200 allowance for employees to use towards the cost of their own health coverage and that of their dependents.

Based on CPA's expected number of employees by the end of FY 2019/2020, the cost of Option #1 is approximately \$280,000 annually, while the cost of Options #2 and #3 are nearly equal, at approximately \$250,000 annually. For reference, CPA's current HDV costs, assuming the same number of employees, is approximately \$180,000 annually.

While the costs for the three options are all within \$30,000 of another, their impact on different types of employees is significant. Older employees and those with multiple children will benefit more under Options #1 and #2; Option #3 is likely to only cover the health care costs for single employees and those with a single dependent. The potential cost of Option #1 is much higher if CPA's employee base starts to skew towards more people with a greater number of dependents and/or if employees with dependents who have other health care options choose not to take a cash out option.

Transportation Allowance

CPA draws employees from a very large geographic territory. These employees use a mix of modes to commute to work – walking, bus (both DASH and Metro), light rail, heavy rail (Metrolink), and driving are all used. Currently CPA does not incentivize any form of employee transportation – it does not pay for employee parking, nor does it offer reimbursements for public transportation use.

Staff is proposing a \$200 monthly transportation allowance for employees who use public transportation or who walk/bike as their principal means of commuting. This is intended not only to incentivize the use of public transportation for those who live farther away but also account for generally higher housing costs in areas that are walking/biking distance from CPA's offices. If the Executive Committee is in favor of offering this benefit, it may also wish to consider offering it to employees who drive fully Electric Vehicles or other non-polluting forms of vehicle travel, reflected in Option #2.

Life and long-term disability insurance

Staff is proposing to add employer-sponsored life and long-term disability insurance at an annual cost of approximately \$25,000. Employer sponsored insurance of this type also provides employees access to a wide array of voluntary insurance coverages and tax-free benefits. The cost of these voluntary items would be fully borne by the employee.

Other Employee Handbook Amendments

In conjunction with the benefits revisions, staff is proposing a number of amendments to the Employee Handbook. These amendments were identified by CPA's employment counsel in conjunction with CPA General Counsel as needing revision based on evolving state law and to reduce exposure to employment-related litigation, as well as cover some areas that were unanticipated when the first version of the Employee Handbook was developed. Amendments are also needed to cover state mandates that apply to employers with more than 25 employees, a number which CPA expects to surpass sometime in 2020.

Key proposed amendments include:

- Application of gender-neutral language throughout the handbook
- Changes to the Pregnancy Disability Leave section to clarify that parental leave benefits apply to new mothers and fathers alike
- Inclusion of provisions for non-exempt employees to address work hours, rest periods, timekeeping, and overtime
- Addition of language to address cybersecurity
- Addition of anti-nepotism language
- Addition of a "Disciplinary Action" section
- Modification of language to clarify outside employment guidelines
- Update to holidays by replacing Indigenous Peoples/Columbus Day with Christmas Eve, leaving the number of paid holidays the same
- Granting of an additional 40 hours (1 week) of vacation leave annually after five continuous years of service

A draft of the amended Employee Handbook is attached.

CONSENT AGENDA**RFO Administration Task Order**

Staff will be proposing a contract to administer the 2019 Long Term Clean Energy Request for Offers (RFO). A Task Order solicitation was issued on August 2, 2019 and responses were due on August 19, 2019. CPA expects to this Task Order to be streamlined compared to the 2018 Task Order for similar services based on in-sourcing of staff and lessons learned from the last year's process.

TEA Task Order #4

Discussions on a new nine-month Task Order (Task Order #4) with The Energy Authority for Power Procurement and Advisory Services are ongoing. Proposed changes are designed to lower costs in conjunction with CPA's in-sourcing of key power procurement staff as well as moving many services from hourly-based to fixed fee based. Staff may bring this new Task Order #4 with TEA in September if negotiations are wrapped up in time; otherwise this item would be deferred until the October 3, 2019 Board meeting. The current Task Order #3 with TEA expires at the end of September.

Community Advisory Committee Appointments

Staff will be proposing two, and potentially three, appointments to fill vacancies on the Community Advisory Committee (CAC). These appointments, if approved by the Board, would fill one seat on the CAC for the East Ventura/West Los Angeles County Region and one or two seats for the South Bay Region. If the Board approves three appointments, all 15 seats on the CAC will be filled, giving all sub-regions full representation.

Change of Legislative Position on SB 155

At the May 2 Board meeting, CPA took an "Oppose, unless amended" position on SB 155 (Bradford). This bill would have allowed the CPUC to review the Integrated Resource Plan (IRP) from each load-serving entity (LSE), and enforce the requirement that the IRP of each LSE shall contribute to a diverse and balanced portfolio. Subsequently, the bill was amended to include language clarifying that it does not authorize the CPUC to require any LSE to procure a specific resource or technology type, which effectively removed CPA's concerns. At the July 24 Legislative & Regulatory Affairs Committee meeting, the

Committee voted to change CPA's position to "Neutral" and the Board will be asked to ratify that decision.

- Attachments:**
- 1) Draft September 5, 2019 Board Agenda
 - 2) Presentation on Rates
 - 3) Draft Employee Handbook



**REGULAR MEETING of the Board of Directors of the
Clean Power Alliance of Southern California**

DRAFT

Thursday, September 5, 2019

2:00 p.m.

TBD

I. WELCOME AND ROLL CALL

II. GENERAL PUBLIC COMMENT

III. CONSENT AGENDA

1. Approve Minutes from July 18, 2019 Board of Directors Meeting
2. Approve Task Order No. 1 between CPA and XX for Administration of 2019 Long-Term Clean Energy Request for Offers (RFO)
3. Approve Task Order No. 4 between CPA and The Energy Authority (TEA)
4. Appoint Members to the Community Advisory Committee
5. Change Position on SB 155 from “Oppose, unless amended” to “Neutral”

IV. REGULAR AGENDA

Action Items

6. Approve Power Purchase Agreement (PPA) between CPA and XX
7. Adopt Resolution 19-09-XXX to Approve Rate Adjustments
8. Adopt Resolution 19-09-XXX to Approve Revisions to CPA’s Employee Benefits and Amendments to the Employee Handbook

V. MANAGEMENT UPDATE

VI. PRESENTATION FROM SOUTHERN CALIFORNIA EDISON ON THE PUBLIC SAFETY POWER SHUTOFF PROGRAM

VII. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (1)

VIII. COMMITTEE CHAIR UPDATES

Director Lindsey Horvath, Chair Legislative & Regulatory Committee

Director Julian Gold, Chair, Finance Committee

Director Carmen Ramirez, Chair, Energy Planning & Resources Committee

IX. BOARD MEMBER COMMENTS

X. REPORT FROM THE CHAIR

XI. ADJOURN – TO REGULAR MEETING ON OCTOBER 3, 2019

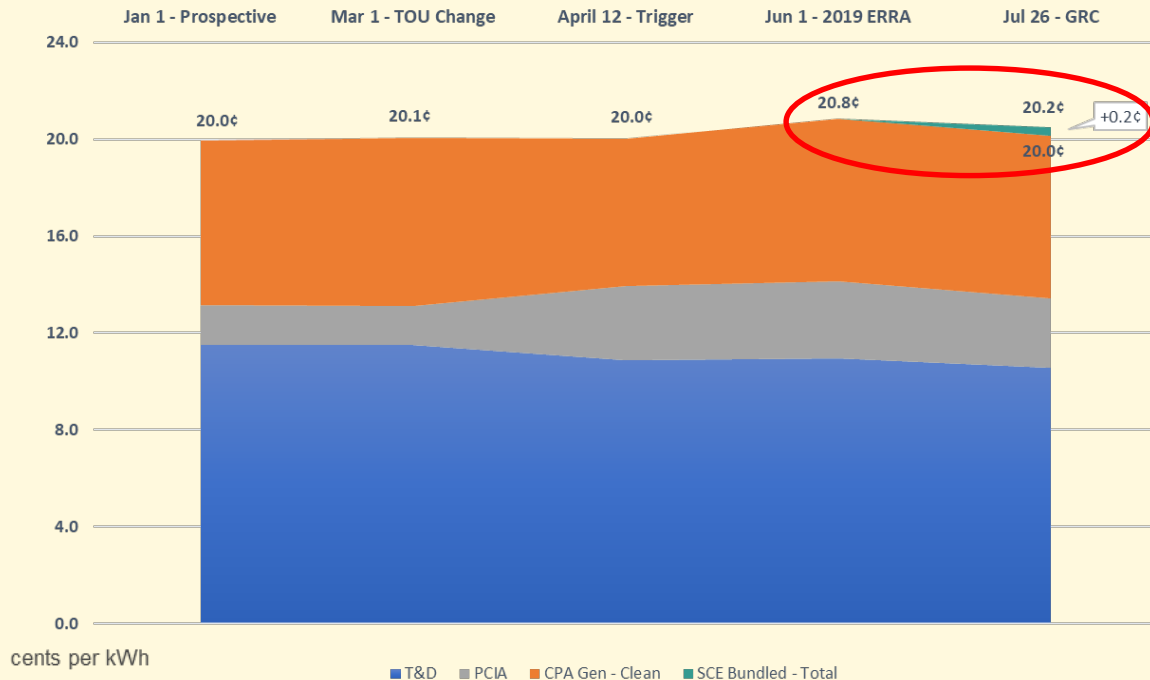


September Rates Proposal

Introduction

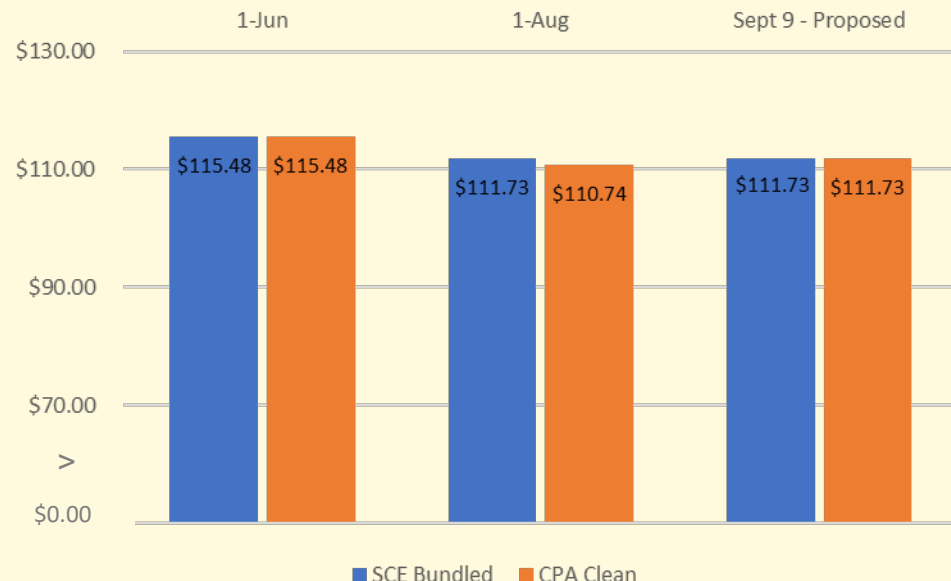
- Staff is recommending a rate change effective September 9 to realign CPA rates with the bill comparisons approved by the Board in June
 - On July 26 SCE implemented its General Rate Case rate changes
 - This rate change caused average SCE generation rates to go down, however a new, lower PCIA caused CPA's rates to go down by even more than SCE rates
 - Average CPA customer bills are now slightly below the bill comparisons approved by the Board in June
- Staff conducted analysis of financial and customer impacts of realignment with SCE rates to June comparison levels
 - While customer bill impacts are minimal, aligning CPA rates and SCE rates will result in an additional expected \$4-\$5 million in revenue between September and December 2019

2019 Rates Movement - DOMESTIC



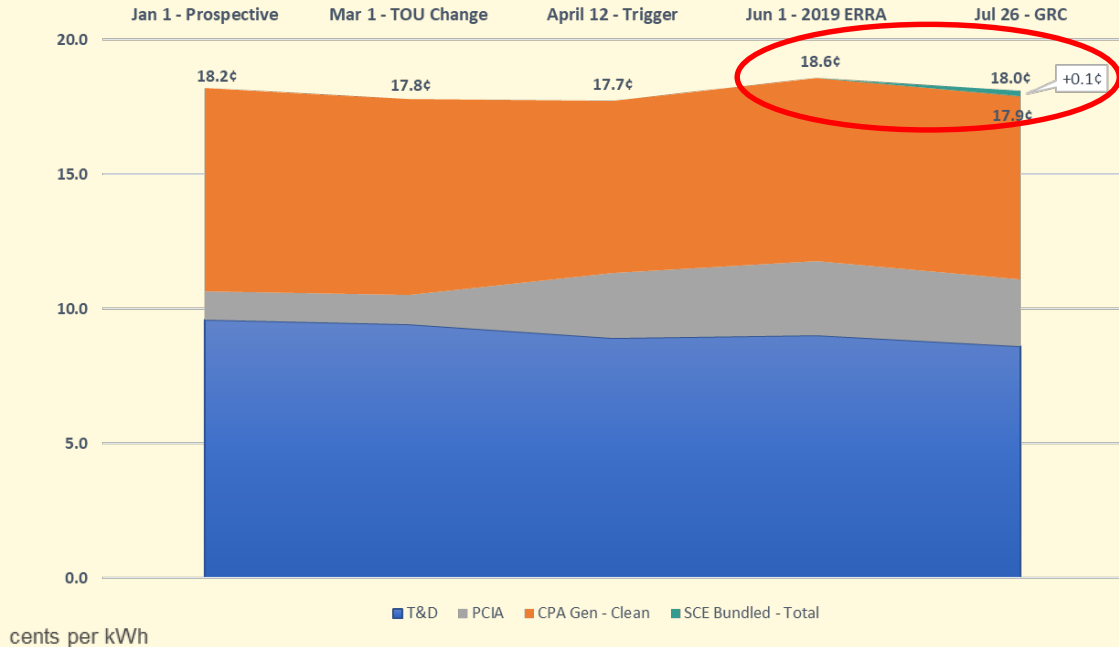
- While there have been many rate changes throughout 2019 to accommodate fluctuating PCIA and generation rates, overall customer rates have returned very close to January levels.
- SCE's July 26 rate change resulted in 0.2¢/kWh lower rates for CPA residential customers compared to SCE's base rate. Proposed rate change would close this gap

Average Customer Bill - DOMESTIC



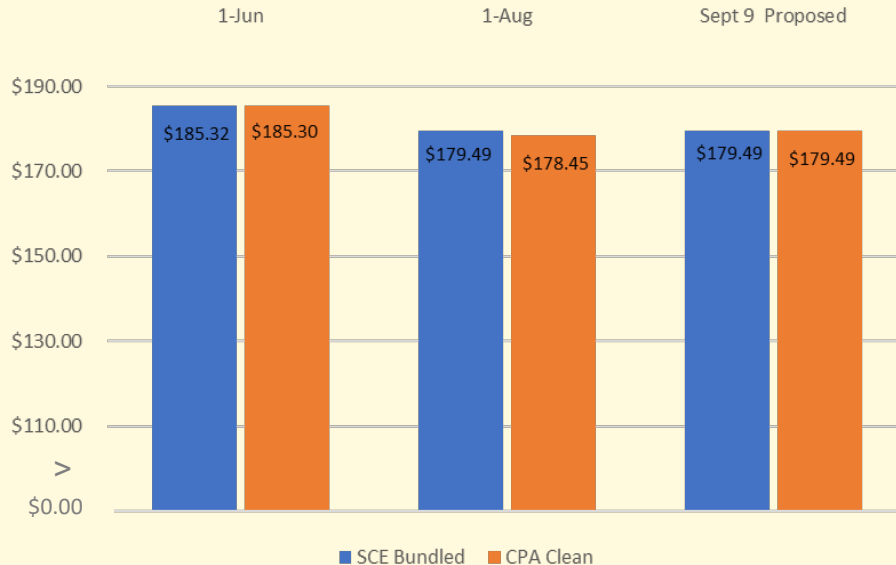
- Proposed rate change to average residential customer bill is \$0.99 per month
- Average customer would still be saving \$3.75 per month relative to June
- Bill impact of proposed changes for Lean and 100% Green Power customers is similarly minimal

2019 Rates Movement – TOU-GS-1-E



- Rates for commercial customers are now below January levels
- SCE's July 26 rate change resulted in an overall per kWh rate delta of 0.1¢ for small business customers. Proposed rate change would close this small delta.

Average Customer Bill – TOU-GS-1-E



- Proposed rate change to average small business customer bill is \$1.04 per month
- Average customer would still be saving \$5.81/month relative to June
- Bill impact of proposed changes for Lean and 100% Green Power customers is similarly minimal

Summary

- After numerous fluctuations to rates and specific rate components over the first half of 2019, overall customer rates are back to January levels
- After a deliberate analysis of the financial impacts of SCE's most recent rate change, staff is proposing to realign our rates with SCE's to match June's bill comparisons
 - This rate change will still give customers a rate reduction of approximately 3% compared to June, while allowing CPA to collect much-needed additional revenue
- CPA is aware of at least two upcoming SCE rate changes – one in January 2020 and one in April 2020. Staff would recommend a similarly deliberate approach to deciding whether or not to follow those rate changes



CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA

EMPLOYEE HANDBOOK

September 2019

Welcome to Clean Power Alliance of Southern California

Dear CPA Employee:

Congratulations on your employment with Clean Power Alliance of Southern California (CPA)! We at CPA share great pride and passion in the work we do, and we're glad you're joining us to help advance our mission for the benefit of our customers, our environment, and our communities.

As an employee of CPA, you are our most valuable resource. It is my sincere hope, and overarching goal, that you find CPA a rewarding place to work.

Information regarding the procedures, practices, policies and benefits of CPA are contained within this handbook and we encourage you to review carefully and become familiar with them. CPA's policies may change from time to time, and employees are expected to comply with the most current provisions.

If you would like further information or have questions about any of the information outlined in this handbook, please feel free to reach out to me or your Supervisor to discuss.

On behalf of the CPA Board of Directors and staff, I extend a warm welcome to our team!

Sincerely,

Ted Bardacke
Executive Director

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SECTION 1: CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA BACKGROUND

The Clean Power Alliance of Southern California ("CPA") was formed in 2017 as a joint powers authority, administering a Community Choice Aggregation ("CCA") in Southern California. The CPA is governed by the Board of Directors ("Board") with voting membership consisting of elected officials, and their alternates, from the member agencies.

A CCA, authorized in California under AB 117 and SB 790, allows local governments, including counties and cities, to purchase wholesale power supplies for resale to their residents and businesses as an alternative to electricity provided by an Investor Owned Utility, which for CPA members is Southern California Edison ("SCE"). Electricity procured to serve customers continues to be delivered over SCE's transmission and distribution system.

CPA exists to serve the residences and businesses located within its member communities. CPA's specific objectives are to provide its customers with a reliable supply of electricity, at competitive electric rates, sourced from a generation portfolio with lower greenhouse gas emissions and higher renewable content than the incumbent utility.

SECTION 2: INTRODUCTION & GENERAL PROVISIONS

- A. Introduction.** This Employee Handbook ("Handbook") is intended to serve as a guide to many questions employees may have about their employment with the CPA. It is not intended to cover all issues regarding employment, and it is not intended to be a binding contract.
- B. Applicability to Employees with Separate Agreements.** Except where there is an express conflict in terms, the provisions of this Handbook shall apply to each employee who holds a separate employment agreement with the CPA. In the event of such a conflict in terms, the terms of the separate employment agreement will control.
- C. Employee Responsibility.** This Handbook is designed to acquaint employees with the CPA and provide information about working conditions, employee benefits, and other employment policies. Employees are required to read, understand, and comply with all provisions of this Handbook.
- D. Amendment and Revision of Handbook.** No employee handbook can anticipate every circumstance or question about policy. The need may arise, and the CPA reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will be notified of changes to the Handbook as they occur. The only recognized revisions of these policies are those that are issued in writing by the Executive Director, with approval of the Board as appropriate.
- E. Distribution of Handbook.** A copy of this Handbook will be distributed to each CPA employee. Newly hired employees will receive a copy upon hire. An employee with

questions about provisions in this Handbook may direct them to the Human Resources manager.

- F. Prior Policies.** The terms and provisions of this Handbook adopted on September 5, 2019 by Resolution of the Board supersedes the prior Handbook adopted on July 10, 2018 by Resolution. However, in no event shall this Handbook supersede any other prior resolution, policy, rule or regulation that has been adopted by the CPA's Board of Directors.
- G. Changes to the Law.** When any local, state, or federal ordinance, regulation, or law that is incorporated in the Handbook or upon which the Handbook relies is amended through legislative action or is deemed to have been amended by judicial decision, the Handbook shall be deemed amended in conformance with those amendments.
- H. Severability.** If any section, subsection, sentence, clause, or phrase of the Handbook is found to be illegal by a court of competent jurisdiction, such findings shall not affect the validity of the remaining portions of the Handbook.

Definitions

- A. Applicant.** A person who has applied for employment with CPA.
- B. Close relatives.** Husband, wife, father, mother, father-in-law, mother-in law, grandfather, grandmother, son, son-in-law, daughter, daughter-in law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister, sister-in-law, step relatives and cousins.
- C. Date of Hire.** The date that an employee was originally hired by the CPA. An employee's date of hire does not change except through termination, layoff, resignation, or retirement.
- D. Day or Days.** Calendar day(s) unless otherwise stated.
- E. Demotion.** The movement of an employee from one position to another position having a lower maximum rate of pay.
- F. Discipline.** The punishment of an employee by written reprimand, demotion, suspension, reduction of pay, termination, or other punitive measures.
- G. Executive Director.** The Executive Director of the CPA or the Executive Director's designee, which designation shall be in writing by the Executive Director.
- H. Exempt Employees.** Employees whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Fair Labor Standards Act ("FLSA") and any applicable state wage and hour laws. Exempt employees include those who qualify for the executive, administrative or professional exemptions under California law.
- I. Full-Time Employee.** A regular, budgeted position in which an employee of the CPA is regularly scheduled to work at least 40 hours per workweek. Employees in full-time positions are eligible for CPA's benefit package, subject to terms, conditions, and limitations of each benefit program, plus legally mandated benefits, such as worker's compensation, and paid leave.
- J. Human Resources Manager.** The Human Resources manager of the CPA. In the absence of a staff member who has been assigned the responsibilities of a Human Resources manager the Executive Director shall act in that capacity.

- K. Interns.** Employees gaining supervised practical experience in a professional field. Interns are not eligible for any benefits listed in this Handbook, whether compensated or not.
- L. Layoff.** The separation of employees from the active work force due to organizational changes, lack of work or funds or to abolishment of a position by the CPA Board.
- M. Non-Exempt Employees.** An individual who is not exempt from the overtime provisions of the FLSA, California Labor Code, and Industrial Wage Orders and is therefore entitled to overtime pay for all hours worked beyond 40 in a workweek or 8 in a day. Nonexempt employees may be paid on a salary, hourly or other basis.
- N. Part-time Employee.** A regular, budgeted position requiring an employee to work a usual schedule of less than 40 hours per workweek. Employees in part-time positions receive legally mandated benefits and may be eligible for some benefits where expressly specified in this Handbook.
- O. Introductory Period.** All new and rehired employees work in an “introductory” status for the first three months after their date of hire. This Introductory Period gives the Supervisor the opportunity to determine the ability with which the employee performs the employee’s job. It also provides the employee with the opportunity to decide if the employee is satisfied with the position. CPA reserves the right to extend the duration of the Introductory Period when such an extension is determined appropriate in CPA’s sole and absolute discretion. Either CPA or the employee can terminate the employment relationship at any time during or after the Introductory Period, with or without cause and without any advance notice.
- P. Promotion.** The movement of an employee from one position to another position with a higher maximum rate of pay.
- Q. Reduction in Pay.** A temporary or permanent lowering of an employee’s rate of pay.
- R. Rejected/Rejection.** The termination by CPA of a new employee who has not successfully completed the Introductory Period for a position.
- S. Resignation.** The voluntary termination of employment by an employee.
- T. Supervisor.** The individual designated as the administrative head of the relevant department of the employee within CPA.
- U. Suspension.** The temporary separation from service of an employee, without pay, for disciplinary purposes.
- V. Temporary Employee.** An employee hired with the understanding that their employment will not continue beyond a stated date or beyond completion of a specified project or projects. Temporary employees will generally not be employed for more than six (6) months. Temporary employees are not eligible for benefits covered in this employee handbook, other than those required by law or as stipulated in writing by the Executive Director. An employee will not change from temporary to any other employee status or classification simply because of the length of time spent as a temporary employee. The status of a temporary employee may change only if the employee is notified of the change in writing by Human Resources.
- W. Termination/Terminate.** The permanent separation of an employee from employment with the CPA, with or without cause.

X. Vacancy. A position that is unfilled but has been included in the current budget.

Equal Employment Opportunity

- 1. Equal Employment Opportunity.** The CPA is an equal employment opportunity employer and will consider all qualified applicants for employment or advancement opportunities without regard to race, religion, creed, color, sex, sexual orientation, actual or perceived gender identity, gender expression, national origin, ancestry, citizenship status, uniformed service member status, marital or domestic partner status, pregnancy or pregnancy-related condition, age, medical condition, genetic information, family medical history, physical disability, mental or intellectual disability, political activity, or perception that an individual has any of these protected characteristics, or because of association with an individual in a protected category or any other consideration made unlawful by federal, state, or local laws. Employment-related decisions will be based on merit, qualifications, and abilities. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, training, promotion, transfer, discipline, layoff and termination.
- 2. Disabled Applicants and Employees.** CPA has a commitment to ensure equal opportunities for disabled applicants and employees. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, and discharge) will not discriminate unlawfully against disabled applicants or employees. CPA provides employment-related reasonable accommodations to qualified individual with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA").
 1. Request for accommodation. An applicant or employee who desires a reasonable accommodation in order to perform essential job functions shall submit a written request to the Human Resources manager identifying in reasonable detail: a) the job-related functions at issue; and b) the desired accommodation(s). Reasonable accommodation may include, but is not limited to job restructuring, reassignment to a vacant position for which the employee is qualified and making facilities accessible.
 2. Reasonable documentation of disability. Following receipt of the request, a Human Resources manager may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the individual's ability to perform the essential job functions, but will not require disclosure of diagnosis or genetic history.
 3. Interactive process. The CPA will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential job functions of the position. During this process, CPA will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process may include meeting(s) with the employee or applicant, the CPA, and, if requested by CPA, the employee or applicant's health care provider.

4. Case-by-case determination. The CPA shall determine, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The CPA will not provide an accommodation that would pose an undue hardship upon it or that is not required by law. The CPA will inform the employee or applicant of any decisions made under this section in writing.

Proof of Right to Work

- A. Under federal law, all new employees must complete INS Form I-9 and produce original documentation establishing their identity and right to work in the United States. New hires may establish their identity and right to work by:
 1. Providing documentation that singularly establishes both their identity and employment authorization (identified "List A" documents on the INS Form I-9), or
 2. Providing documentation that separately establishes their identity ("List B" documents on the INS Form I-9) and their employment authorization ("List C" documents on the INS Form I-9).
- B. Documentation must be produced prior to or on day of commencement of employment with the CPA. Required documentation must be presented to the Human Resources manager, who will be responsible for processing the documents.
- C. Employees who are re-hired must provide proper documentation if the prior INS Form I-9 has expired or is about to expire. Authorization documents will be copied and placed with the employee's INS Form I-9 in a file separate from the employee's personnel file.

Code of Ethics and Conflicts of Interest

- A. **Code of Ethics.** Employees have an obligation to conduct their work responsibilities within guidelines that prohibit actual or potential conflicts of interest. An employee shall contact the General Counsel or General Counsel designee with a question regarding the existence of an actual or potential conflict of interest. This Code of Ethics is not intended to supersede or invalidate any statute, resolution, ordinance, or regulation.
 1. Applicability. This Code of Ethics shall apply to all employees.
 2. Substantive requirements.
 - a. All employees shall uphold the Constitution of the United States and the Constitution of the State of California.
 - b. All employees shall comply with all applicable provisions of California law governing public employees and officials, particularly the California Political Reform Act and its provisions on gifts and conflicts of interest.
 - c. No employee shall engage in any activity which results in any of the following:
 - (i) Use of time, facilities, equipment, supplies, or other resources of the CPA for the private advantage or gain for oneself or another;
 - (ii) Use of official information that is not available to the general public for private advantage or gain for oneself or another; and

- (iii) Use of the authority of their position with the CPA to discourage, restrain, or interfere with any person who chooses to report potential violations of any law or regulation.
 - d. No employee shall directly or indirectly accept:
 - (i) Private advantage, remuneration, or reward for oneself or another as a result of the prestige or influence of the office, employment, or appointment the employee holds with the CPA;
 - (ii) Financial consideration from any source other than the CPA for the performance of the employee's official duties; or
 - (iii) Employment from private interests, when such employment is incompatible with the proper discharge of their official duties or may result in a conflict of interest.
 - e. No employee shall give special treatment or consideration to any individual or group beyond that available to any other individual or group.
 - f. No employee shall discriminate against or harass a citizen or co-worker on the basis of race, religion, creed, color, sex, sexual orientation, actual or perceived gender identity, gender expression, national origin, ancestry, citizenship status, uniformed service member status, marital or domestic partner status, pregnancy or pregnancy-related condition, age, medical condition, genetic information, family medical history, physical disability, mental or intellectual disability, political activity, or perception that an individual has any of these protected characteristics, or because of association with an individual in a protected category or any other consideration made unlawful by federal, state, or local laws.
 - g. All employees shall conduct themselves in a courteous and respectful manner at all times during the performance of their duties.
 - h. All employees shall complete mandatory Harassment Prevention Training.
3. Enforcement. Any employee found to be in violation of this Code of Ethics shall be subjected to appropriate Discipline.

Outside Employment, Enterprise, or Activity. No employee may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to the employee's employment or the employee's ability to perform the employee's duties and responsibilities, including performance of overtime work and emergency duties, or any other aspect of CPA operations. Employees are required to make requests for approval for outside employment in writing by completing a required Outside Employment Approval Request form and submitting it to their Supervisor. The form must include all outside employment in which an employee is already engaged or in which they intend to engage, so that CPA may assess whether such outside employment conflicts with the employee's CPA employment. Regardless of the assessment, all Outside Employment Approval Request forms shall be maintained in the employee's personnel file.

1. An employee's outside employment, enterprise, or activity will be prohibited when

any of the following are present:

- a. It involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the CPA for the performance of an act which the employee would be required or expected to render in the regular course or hours of the employee's employment with the CPA or as part of the employee's duties as an CPA employee;
 - b. It involves the use for private gain or advantage of CPA time, facilities, equipment and/or supplies; or the badge, prestige, or influence of the employee's CPA employment;
 - c. It involves the performance of an act, in other than the employee's capacity as a CPA employee, which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the CPA; or
 - d. It involves time or scheduling demands as would render performance of the employee's duties as a CPA employee less efficient.
2. Conflict determination. When a request for approval of outside employment is submitted to the Supervisor, they shall determine whether the employee's outside employment conflicts with the performance of the employee's duties and shall advise the employee of that determination in writing.
 3. Appeal of conflict determination. An employee may appeal the conflict decision to the Executive Director within fourteen (14) Days from the employee's receipt of the conflict determination by filing a written appeal with the Executive Director. The employee shall specify the grounds on which the employee challenges the conflict decision and shall attach all relevant documentary evidence to the appeal. The Executive Director shall schedule a meeting with the employee to discuss the decision. The Executive Director shall issue a written decision to the employee within fourteen (14) Days from the date of the meeting. The decision of the Executive Director shall be final.
 4. Disciplinary action. Any employee who fails to act upon notice of a conflict of interest or who fails to file an Outside Employment Request may be subject to disciplinary action up to and including termination.

C. Contracts and Conflicts of Interest. No CPA employee can be financially interested in any contract made by the employee in the employee's official capacity, or by any board of which the employee is a member.

1. An actual or potential conflict of interest occurs when an employee can influence a decision that may result in a personal gain for that employee or for a member of their immediate family as a result of the CPA's decisions and/or business dealings. For the purposes of this Handbook, immediate family includes persons related by blood or marriage or, whose relationship with the employee is similar to that of persons who are related by blood or marriage.

2. No presumption of conflict is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that the employee discloses to employee's Supervisor as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.
3. AB 1234 Ethics training is required for all CPA employees within thirty (30) Days of hire and every two years thereafter. Upon completion of training, a copy of the certificate of completion must be provided to the Human Resources manager. On-line training is offered at www.fpcc.ca.gov. However, other courses may be available. See the Human Resources manager for other options.
4. CPA employees required to complete California Fair Political Practices Commission Form 700 (Statement of Economic Interests) will be designated by the Fair Political Practices Commission ("FPCC") adopted Conflict of Interest Code for the CPA.

D. Conduct During the Workday. During the workday, employees are expected to devote their full time in the performance of their assigned duties. Any approved outside work, part-time job, hobbies, or personal business must be performed during off duty hours. Off duty hours include unpaid lunch break periods, but do not include other rest or break periods during which the employee continues to receive pay.

E. Political Activity. Employees may not engage in political activity during working hours or while on CPA property.

F. Solicitations of Political Contributions. No employee may knowingly, directly or indirectly, solicit a political contribution during working hours, on CPA premises or using CPA property, equipment, or email. For purposes of this section, "contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes.

G. Reporting Suspected Misconduct

1. Reporting to CPA. The CPA encourages all employees and interested third parties to report alleged misconduct to the Human Resources manager, or to a third party designated by CPA to intake complaints, to ensure that all allegations are thoroughly investigated, and suitable action(s) are taken where appropriate. Corrective action, up to and including termination, will be taken where warranted for employees.
2. External reporting. Reports regarding suspected waste, fraud, and abuse may be directed to a third party designated by CPA to intake complaints, which may be anonymous or to the Public Integrity Division of the Los Angeles County District Attorney's Office, 320 West Temple Street, Room 766, Los Angeles, California 90012, (213) 974-6501.
3. Confidentiality and anonymous complaints. Reports made to or about the CPA regarding suspected misconduct will be treated as confidential information and can be communicated anonymously. However, it is important that the reporting individual understand and be aware of the following:

- a. The CPA discourages the use of anonymous complaints because anonymity in the complaint procedure may compromise the CPA's ability to complete a thorough investigation.
 - b. Should the CPA learn of the complaining party's identity, the CPA cannot guarantee that the complaining party's identity will remain confidential where the CPA determines that disclosure of information is necessary to complete the investigation.
4. Protection against retaliation.
- a. Any employee who makes a complaint under this policy or otherwise engages in "whistleblowing" (through internal reporting or reports made to government agencies) is protected against adverse employment actions for raising allegations of misconduct. An employee is protected even if the allegations prove to be incorrect or unsubstantiated when made in good faith.
 - b. Employees who participate or assist in an investigation will also be protected.

SECTION 3: EMPLOYMENT STATUS

Introductory Periods

- A. Objective of Introductory Period.** The Introductory Period shall be regarded as a part of the selection process and shall be used for closely observing the employee's work, to determine if the employee can successfully perform the assigned duties of the employee's position and the CPA's rules and policies, and to help ensure the employee effectively adjusts to the employee's position.
- B. Introductory Period.** All Full-Time and Part-Time Employee positions shall be subject to an Introductory Period of 3 months, unless the employee is notified in writing of an extension in accordance with section C of this Section 3.
- C. Extension of Introductory Period.** Written notice shall be provided as soon as reasonably possible to the employee if an Introductory Period is to be extended. The Introductory Period, upon approval of the Human Resources manager may be extended by the Executive Director up to a maximum of six (6) months, before expiration of the initial three (3) month period. In addition, the use of any leave of absence in excess of fifteen (15) days shall cause the employee's Introductory Period to be extended automatically by the length of the leave(s) of absence. Advance written notice that the Introductory Period is being extended and the length of the extension shall be provided to the employee.
- D. Rejection of Employee on Introductory Period.** During the initial Introductory Period, an employee may be terminated at any time, with or without cause, and with or without advance notice. Notification of Rejection will be served on the employee. The employee will have no right of appeal of the employee's failure to complete the Introductory Period or of the decision to terminate employment.

Background Checks

Although CPA does not provide, accept or consider applications for employment on a discriminatory basis, it reserves the right to condition all offers of employment on the successful clearance of a background check administered by an independent third-party service. Background clearance shall include satisfactory evidence of identity and legal eligibility to work in the United States. Any falsification of material information provided by any candidate for employment (or omission of material information) may result in a denial of an offer of employment or, if the employee has already been hired, immediate termination of employment.

Performance Evaluations

A. In General

1. The provisions in this section regarding performance evaluations are intended to provide a formal opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, discuss positive, purposeful approaches for meeting goals, and develop new goals. However, employees and their Supervisors are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis throughout the year.
2. The performance evaluation may be used to promote or identify training for an employee or as a basis for disciplinary action. However, a performance evaluation is not, itself, disciplinary in nature. Only job-related factors shall be used to evaluate an employee's work performance. Supervisors are responsible for the timely evaluation of employees in their departments, and, if applicable, they may solicit the assistance of lower and higher-level Supervisors in the preparation of the performance evaluation.

B. Timing

1. Introductory evaluations.
 - a. Before expiration of an Introductory Period, the Supervisor will have a discussion with the employee on their work performance ("**Introductory Evaluation**"). Upon such discussion, a written evaluation will be provided to the employee and signed by both the employee and the Supervisor.
 - b. An employee may refuse to sign the written evaluation and file a response letter with the Human Resources manager within five (5) business days of receiving the written evaluation.
 - c. Within ten (10) business days, the Supervisor will review the response letter and determine whether to adjust the Introductory Evaluation.
 - d. The Executive Director shall make the final determination as to whether each Introductory employee has successfully completed the Introductory Period or has been Rejected from employment.
2. Performance Evaluations. CPA encourages an open dialogue between an employee and the employee's Supervisor on an informal, regular basis. This interaction increases job satisfaction for the employee and CPA. Formal performance evaluations will be conducted at least annually or with more frequency dependent on the length of service, job position, past performance, change in job duties, or recurring performance problems.

- a. Performance evaluations will first consist of a meeting with the employee's Supervisor. A standard template evaluation form and meeting format will be used. Following the meeting, a formal written evaluation will be prepared by the Supervisor.
- b. After the review of the performance evaluation, the employee will be asked to sign the evaluation report to acknowledge that it has been presented to employee and discussed with employee and Supervisor, and that employee is aware of its contents.
- c. Employee may decide to not sign the performance evaluation and file a response letter with the Human Resources manager within five (5) business days of receiving the performance evaluation.
- d. Within ten (10) business days, the Executive Director will review the response letter and determine whether to adjust the performance evaluation. The decision of the Executive Director shall be final.

C. Relation to Merit Salary Increases. Merit-based pay adjustments may be awarded by the CPA as part of the formal performance evaluation process and in accordance with its salary administration guidelines to recognize employee performance. However, the decision to award such an adjustment is not guaranteed and is instead dependent upon numerous factors, including the inclusion of funding for such adjustments in the CPA Board-approved annual budget, as well as an employee's performance evaluation.

D. Maintenance of Performance Evaluation. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. The content of each employee evaluation report is confidential and will not be discussed with or by any person except the employee being evaluated, the employee's Supervisor, the Human Resources Manager, and/or the Executive Director.

Disciplinary Action

Employees are expected to meet acceptable standards of conduct. Satisfaction of these standards not only promotes productivity and efficiency, but also helps to ensure that all employees will enjoy a pleasant and cooperative work environment. CPA views compliance with these commonsense rules to be an important responsibility of every employee. Consequently, violation of these rules may lead to disciplinary action up to and including termination.

As explained elsewhere in this handbook, employment will continue only at the mutual consent of the employee and the employer. Employment is therefore terminable at will, at any time, either by the employee or by CPA, with or without cause or advance notice. Accordingly, CPA does not adhere to any formal system of discipline. Nevertheless, where CPA determines it to be appropriate in the exercise of its discretion, it may attempt to give an employee a prior written or oral warning and an opportunity to improve or correct an issue of misconduct before termination.

It is impossible to identify every type of possible misconduct, infraction, or performance problem that can result in discipline. The following is therefore simply a partial, non-

exhaustive list of types of conduct that may result in disciplinary action, up to and including the possibility of immediate termination.

1. Unexcused and/or repeated tardiness or absenteeism.
2. Mishandling, misappropriation or unauthorized removal or possession of the funds and/or property of CPA and/or any co-worker.
3. Violation of any CPA policy, including policies, described in this handbook, as revised from time to time.
4. Gambling on CPA property or while on duty.
5. Possessing or bringing dangerous or unauthorized materials on CPA property (e.g., guns, knives, or other weapons, hazardous materials or illegal/controlled narcotics or substances).
6. Falsifying or destroying any CPA records, including timekeeping records.
7. Engaging in rude or discourteous conduct toward others.
8. Smoking in any form through the use of tobacco products or “vaping” with e-cigarettes in restricted areas on CPA property. Smoking during working hours is permitted outside of the building on rest breaks and meal periods.
9. Reporting to or being at work while under the influence of alcohol or unlawful drugs or possessing drugs while on CPA’s premises or while on duty or operating a vehicle or potentially dangerous CPA equipment.
10. Falsifying or making erroneous entries or material omissions on an employment application or other CPA record.

SECTION 4: EMPLOYMENT POLICIES & PROCEDURES

Problem Resolution

- A.** If an employee has a complaint or question about the employee’s job duties, working conditions, or treatment the employee is receiving, the employee is encouraged to take the following steps to address employee's concerns:
 1. Bring the situation to the attention of employee's Supervisor or the Human Resources manager who will then investigate and provide a solution or explanation.
 2. If the problem remains unresolved, the employee may present it in writing to the Executive Director who will work towards a resolution.
- B.** This procedure may not result in every problem being resolved to the employee's satisfaction. However, CPA values the employee's input and the employee should feel free to raise issues of concern, in good faith, without fear of retaliation.

Policy Prohibiting Harassment, Discrimination, and Retaliation

CPA is committed to providing a work environment that is free of discrimination. In keeping with this commitment, CPA requires all employees to complete mandatory Harassment Prevention training. Additionally, CPA maintains a strict policy prohibiting all forms of unlawful harassment, discrimination, and retaliation, including sexual harassment and harassment based on race, color, religion, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, military and veteran status, sexual orientation, or any other characteristic protected by state or federal law. This policy applies to all employees and prohibits harassment of employees in the workplace by any person, including nonemployees, such as vendors, independent contractors, and third parties doing business with CPA or with whom an employee comes into contact. Furthermore, this policy prohibits unlawful harassment in any form, including verbal, physical and visual harassment. It also prohibits retaliation of any kind against individuals who file complaints in good faith or who assist or participate in an investigation.

Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either (1) submission to such conduct is made an explicit or implicit term or condition of employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Individuals who violate this policy are subject to Discipline up to and including the possibility of immediate termination.

Unlawful harassment may take many forms, including:

- Verbal conduct, such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations or comments.
- Visual conduct, such as derogatory posters, cartoons, drawings or gestures.
- Physical conduct, such as assault, blocking normal movement, or interference with work directed at an employee because of the employee's sex or other protected characteristic.
- Threats and demands to submit to sexual requests in order to keep one's job or avoid some other loss and offers of job benefits in return for sexual favors.
- Retaliation for having reported unlawful harassment.

Any employee or other person who believes they have been harassed by a co-worker, Supervisor, manager, agent, of CPA or a nonemployee should promptly report the facts of the incident(s) and the names of the individuals involved to the employee's Supervisor, the Human Resources manager or to a third party designated by CPA to intake complaints, which may be anonymous. It is the responsibility of each employee, independent contractor or other person to **immediately** report any violation or suspected violation of this policy to one or more of the individuals identified above.

Supervisors should immediately report any incidents of alleged harassment to the Human Resources manager. The Human Resources manager will promptly investigate all such claims and take appropriate corrective action, including appropriate options for remedial actions and resolutions, such as possible disciplinary action, when it is warranted. A complaint will be

designated as confidential, to the extent possible, but cannot be kept completely confidential. It will lead to a fair, impartial, thorough and timely investigation by qualified individuals, documentation and tracking for reasonable progress and timely closure based on the evidence collected.

Employees should feel free to report claims and participate in any investigation without fear of retaliation of any kind. Employees will not be subject to retaliation for registering a complaint of unlawful harassment, retaliation or discrimination.

If any employee has questions concerning this policy, please feel free to contact the Human Resources manager.

Consensual Romantic Relationships between Employees

A. General. Consensual romantic or sexual relationships between CPA employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect efficient operation of the CPA. Relationships that present an actual conflict under this section are therefore prohibited.

1. Application. This section shall apply to all CPA employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another CPA employee.
2. Definition of Conflict. For purposes of this section, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees or between an employee and Intern.
3. Duty to Report. If a romantic or sexual relationship exists between employees and, in particular, between a Supervisor and a subordinate, the more senior employee/Supervisor shall promptly disclose the relationship to the Executive Director and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. An employee's failure to comply with this section shall be grounds for Discipline up to and including Termination.
4. Determination by the Executive Director. Within five (5) business days, the Executive Director shall issue a written determination as to whether the relationship presents a conflict and is thereby prohibited. The Executive Director, in consultation with a Human Resources manager, shall have sole discretion in making the determination.
5. Resolution of Conflicts. Subject to limitations imposed by applicable provisions of this section, the Executive Director will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict, including removing the Supervisor's authority that created the conflict, reassignment, transfer or voluntary demotion of the Supervisor, or where the Executive Director determines that modification of a Supervisor's assignment is not feasible, reassignment, transfer or voluntary demotion of a non-supervisory employee. The Executive Director retains discretion to determine how the conflict shall be resolved, including potential resignation or termination.

6. Prohibited On-duty Conduct. All CPA employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with another CPA employee or any other person at work locations or at any time during work hours. Moreover, upon termination of a sexual or romantic relationship with another CPA employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any CPA employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other CPA employees.
7. Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between CPA employees should address their concerns to their Supervisor or the Human Resources manager.
8. CPA desires to avoid misunderstandings, complaints of favoritism, claims of sexual harassment, and employee dissension that may result from personal or social relationships amongst employees. Therefore, if an employee becomes involved in a romantic relationship with another employee that employee should disclose that relationship to the employee's Supervisor or to the Human Services manager. This information will be kept as confidential as possible. For purposes of this provision, a "romantic relationship" will be interpreted broadly. CPA reserves the right to take necessary and appropriate action to resolve any potential conflict of interest arising out of a romantic relationship between or among employees. Depending on the facts of the situation, such action may include reassignment or termination of one or both employees involved.

Media Contact

CPA has established protocols and procedures for dealing with inquiries from outside sources, including any representative of the press or media. The only individuals authorized to communicate with any outside source, including any press or media representative, is the Executive Director and/or the Executive Director's designee.

Employees must refrain from answering any questions or providing any information, in written or verbal form, to any representative of the press or media. This includes both on and off the record statements. Violations of this policy are extremely serious and may result in disciplinary action, including the possibility of immediate termination.

Employment of Close Relatives

The employment close relatives in the same area of an organization may cause conflicts of interest and appearances of impropriety. In addition, personal conflicts may impact the working relationship of the parties. Although CPA does not prohibit the hiring of close relatives of existing employees, CPA is committed to monitoring situations in which close relatives work in the same area. In the event of an actual or potential problem, CPA's response may include reassignment or termination of one or both individuals involved. CPA reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if no direct reporting relationship or authority is involved. In these situations, CPA will reassign one of the employees within 60 days.

Any exceptions to this policy must be approved by the department director and HR. Written justification for the exception must be submitted to HR prior to any employment decisions.

SECTION 5: OFFICE HOURS & TIMEKEEPING

Hours of Work

- A. Full-Time employees are generally required to provide adequate office coverage during office hours. The office is open Monday - Friday 8:30 a.m. to 5:30 p.m. Work schedules will be determined by the employee's Supervisor. Full-Time employees shall work a standard work schedule, eight hours per day, exclusive of their one-hour meal period. However, because of the nature of CPA's work, Exempt Employees may be required to work evenings and occasional weekends depending on various factors, such as workloads, operational efficiency, and staffing needs. In such cases, flexible work schedules will be approved by the Executive Director or the employee's Supervisor, taking into consideration the employee's work demands. CPA reserves the right to assign employees to jobs other than their usual assignments when required.
- B. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.
- C. Part-time employees will be advised in writing of their expected schedule prior to beginning work and must report to work promptly. Any modifications to Part-Time employees' daily hours will be documented in writing.
- D. Meal Periods and Rest Breaks

Employees are authorized to and permitted to take a 10-minute paid rest break for every four hours worked, or major fraction thereof.

Whenever practicable, non-exempt employees should take their rest breaks near the middle of each four-hour work period. Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period. Employees will be relieved of all of their duties during rest breaks, but may not leave the work premises during a rest break. Because rest breaks are paid, employees should not clock out for them. CPA will not retaliate against any employee who reports that their supervisor or manager caused them to miss or take a late rest break.

CPA provides and makes available an unpaid meal period of at least 30 minute to non-exempt employees who work more than five (5) hours (the "First Meal Break"). CPA provides a second unpaid meal period of at least 30 minutes to employees who work more than 10 hours in a workday (the "Second Meal Break"). Employees may only waive their Second Meal Break if they work less than 12 hours total, they have taken their First Meal Break, and elect in writing to waive the Second Meal Break or have signed a Meal Break Waiver Form. Employees must begin their First Meal Break before the end of their fifth hour of work (at or before four hours and 59 minutes (4:59) after starting work). Unless waived, employees must begin their Second Meal Break before the end of their tenth hour of work (at or before nine hours and 59 minutes (9:59) after starting work).

CPA does not pay non-exempt employees for their First or Second Meal Break, and, consequently, employees must record the start and stop times of their First and Second Meal

Breaks using the appropriate time-recording procedure. Meal periods cannot be taken at the beginning or end of shifts. First and Second Meal Breaks cannot be less than 30 minutes in duration. Employees are not allowed to perform any work during their meal breaks and may not work “off the clock.” Employees will be relieved of all of their duties during meal periods and are allowed to leave the building. To the extent any tasks must be completed during an employee’s required 30-minute meal break, the employee must designate a coworker to complete any such task or, alternatively, may choose to have no appointments scheduled that would interfere with the taking of a meal break.

Timekeeping

- A. Time records, including time sheets, represent legal documents that are used to accurately record working time and to compensate employees properly. Accurately recording time worked is the responsibility of every employee. Federal and state laws require the employer to keep an accurate record of hours worked in order to calculate employee pay and benefits. Hours worked include all time spent on the job performing assigned duties.
 - 1. All employees must submit signed or electronically approved bi-monthly timesheets showing hours worked each day. Timesheets must be submitted 3 business day prior to the end of each pay period.
 - 2. An employee’s tampering, altering, or falsifying time records may result in disciplinary action, up to and including termination. Under no circumstances shall a Supervisor or employee submit a time sheet on behalf of another employee or perform work off the clock.
 - 3. It is the employee's responsibility to submit the employee’s time record to certify the accuracy of all time recorded. In doing so, the employee shall attest that the time and hours recorded accurately and fully identify all time worked during the pay period, whether authorized or unauthorized, and that all meal periods to which the employee is entitled have been provided.
- B. Supervisors will review and approve the time record for each employee before submitting it for payroll processing. In support of that obligation, Supervisors are responsible for monitoring each employee under their direct supervision.
- C. Time sheets shall be retained as required under CPA's record retention policies and as required by California law.
- D. Lactation Breaks
 - 1. In accordance with California and federal law, employees who wish to express breast milk while at work may request the opportunity to do so. Efforts will be made to accommodate eligible employees by allowing them to express breast milk in a private area. Where an employee has a private office, it may be used for that purpose. Employees can exercise this privilege during their regular rest periods when possible. If it is not possible to exercise this privilege during a regular rest period, employees can arrange with their Supervisor to take additional time or express breast milk at a different time. The time will be paid when employees use their regular rest periods to express breast milk.

2. For purposes of this policy, a "private area" is a place other than a bathroom that is near the employee's work area and that is shielded from view and free from intrusion by other Employees and the public and preferably with a lock.
3. Human Resources manager will consider input from the affected employee but retains sole discretion in identifying a "private area" on a case-by-case basis.

E. Overtime

CPA provides compensation for all overtime worked by non-exempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday or forty (40) hours in one (1) work week will be treated as overtime. Compensation for hours worked in excess of eight (8) hours in a workday and the first eight (8) hours on the seventh (7th) consecutive workday will be compensated at one and one-half times (1.5) the employee's regular rate of pay. Compensation for hours worked in excess of twelve (12) hours in a workday and in excess of eight (8) hours on the seventh (7th) consecutive workday, will be paid at double the regular rate of pay.

For the purposes of calculating overtime, CPA holidays and vacation/PTO days are not counted as "time worked" and CPA's workweek is Sunday 12:00 a.m. through Saturday 11:59 p.m. Any employee who is eligible to receive holiday pay and who works on a holiday observed by CPA shall be paid at their regular rate of pay for any work performed consistent with the relevant state and federal law. Regular overtime rules apply for hours worked on holidays observed by CPA.

All overtime must be approved by the employee's immediate supervisor or the Human Resources Manager. Failure to obtain overtime approval in advance may result in disciplinary action.

Exempt employees may have to work hours beyond their normal schedules, as work demand requires. No overtime compensation will be paid to exempt employees. Rather, exempt employees are paid a pre-determined salary that is intended to fully compensate them for all hours worked. As a general rule, an exempt employee's gross salary is not subject to pay changes due to actual number of hours worked in a pay period. However, when an exempt employee has exhausted all accrued vacation/PTO and misses additional full days off work for personal reasons, deductions will be made consistent with all applicable state and federal laws.

F. **Holidays**

Regular Full-Time Position employees will receive the following paid holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- President's Day (third Monday in February)
- Cesar Chavez Day (March 31)
- Memorial Day (last Monday in May)

- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veteran's Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)
- New Year's Eve (December 31)

CPA's office is closed December 25 through January 1. Employees can complete essential duties remotely with no charge to their vacation time. During this time, the employees will not be required to use their vacation time off, as addressed in Section 6.

If a holiday falls on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday. Holiday observance will be announced in advance.

SECTION 6: LEAVE

Vacation

- A. Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation and personal pursuits. Employees are encouraged to use their available vacation each year, in accordance with this section. Vacation time may be used in minimum increments of one (1) hour.
- B. Full-Time Position employees accrue vacation leave at the rate of 80 hours (2 weeks) annually, with allocation of vacation time prorated according to employees' start date through the end of the fiscal year. Upon the completion of three continuous years of service, employees will be granted an additional 40 hours (1 week) of vacation leave annually. Upon the completion of five continuous years of service, employees will be granted an additional 40 hours (1 week) of vacation leave annually. The Executive Director, in the Executive Director's sole discretion, may grant this additional third week immediately upon hire for the purposes of recruitment.
- C. Employee may accrue vacation to a limit of 1.5 times the annual accrual. Once employee reaches the maximum accrual limit the employee will not accrue any additional vacation time until the accrued balance falls below the maximum limit. "Cash-out" of vacation leave is not permitted.
- D. Full vacation balances are available at the beginning of each fiscal year of employment, with allocation of vacation time prorated according to employees' start dates. Vacation time shall be accrued per pay period on a pro-rata basis. If employment terminates, employees will be required to pay back any vacation time that was used but not accrued during the fiscal year through a deduction in the employee's final paycheck. When an employee chooses to take vacation in advance of being accrued, the employee consents to having the used, but not accrued, vacation pay deducted from their final paycheck.

- E. Employees may only request vacation time up to the available balance in their vacation bank. If an employee has a zero balance in their vacation bank, time off must be preapproved by the Human Resources Manager and shall be unpaid.
- F. Employees do not accrue vacation time while they are on an unpaid leave of absence.
- G. Employees must obtain the written approval of their Supervisor before commencing their vacation. Approval should be requested at least two weeks in advance of the date the vacation is expected to begin. Although efforts will be made to accommodate an employee's request to take vacation at the time requested, Supervisors must consider the needs of CPA when evaluating requests. CPA reserves the right to decline an employee's request to take a vacation at a particular time if it would be disruptive or inconvenient to CPA to grant the request.
- H. Where two or more employees file timely requests to take vacation during the same period and CPA is unable to grant each request, CPA will ordinarily grant the request of the employee with the longest period of service unless business reasons exist to deviate from that standard.
- I. Employees shall be compensated for their remaining accrued vacation leave upon separation from employment.

Sick Leave

A. In General

- 1. Sick leave may be used for an absence due to illness or injury sustained by the employee, or an immediate family member residing with the employee. Sick leave may be used in minimum increments of one (1) hour.
- 2. All Full-Time Position employees shall be entitled to sick leave in the amount of one day per month, a total of 96 hours annually, prorated and credited each pay period. This benefit will be interpreted and applied consistent with the minimum requirements of California law requiring paid sick leave.
- 3. All Part-Time Position employees anticipated to work more than 30 calendar days shall accrue paid sick leave benefits at the rate of one hour for each 30 hours worked. Accrued sick leave will be carried over each year but will be capped at 48 hours.
- 4. Sick leave will accrue during any paid leave of absence, but not during an unpaid leave of absence. If an employee uses all accrued sick leave, but needs additional time off from work, the additional time may be allowed but the leave will be unpaid.
- 5. Sick leave has no cash value upon separation from employment.
- 6. Employees may only take sick leave up to the available balance in their sick leave bank. If an employee has a zero balance in their sick leave bank, time off must be preapproved by the Human Resources Manager and shall be unpaid.

B. Reporting Absence Because of Illness or Injury

Any employee who is unable to report to work due to an illness or injury must notify the employee's Supervisor or other designated person by telephone or other means of communication prior to the scheduled reporting time for work on the first day of absence unless emergency conditions make it not practicable under the circumstances to do so, as determined by the responsible Supervisor, in which case notice must be provided as soon as practicable. The Supervisor should also be contacted each additional day of absence for absences lasting three or fewer consecutive days. Should an

employee's absence extend beyond three consecutive workdays for medical illness or injury, a doctor's release must be obtained and given to the Supervisor as soon as possible and prior to the employee's return to work. The Supervisor must provide the doctor's release to the Human Resources manager and the release must be placed in the employee's personnel file.

C. Absenteeism and Sick Pay

Employees should not automatically assume that absenteeism is permissible merely because they have enough sick pay benefits available to cover all or a portion of their time off. CPA may determine that absenteeism is excessive if, based on all the facts and circumstances it is found disruptive to CPA, co-workers, or the public. Each case must be evaluated based on the surrounding facts and circumstances by the Executive Director or the Executive Director's designee. Absenteeism that is determined to be excessive may lead to disciplinary action up to and including the possibility of immediate termination.

Pregnancy Disability Leave

A. Eligibility: Under the California Fair Employment and Housing Act ("FEHA"), employees who are disabled by pregnancy, childbirth or related medical conditions are eligible to take a pregnancy disability leave ("PDL") and to request reasonable accommodation. Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable.

B. Leave Entitlement: PDL is unpaid for any period or periods of actual disability caused by an employee's pregnancy, childbirth or related medical conditions up to four months (the working days an employee normally would work in one-third of a year or 17.33 weeks). The employee will be returned to the same job when the employee is no longer disabled by pregnancy or, in certain instances, to a comparable job. For a full-time employee who works 40 hours per week, "four months" is 693 hours of leave entitlement based on 40 hours per week times 17.33 weeks. However, a pregnancy-disabled employee who exhausts the employee's four months of PDL may also be entitled to additional leave under the FEHA, as a reasonable accommodation for a disability.

C. Usage: PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by PDL. At the employee's option, the employee can use any accrued vacation or other accrued time off as part of the employee's PDL before taking the remainder of the employee's leave as unpaid leave. CPA may require that the employee use up any available sick leave during the employee's leave. The employee may also be eligible for state disability insurance for the unpaid portion of the employee's leave.

D. Benefits: CPA will maintain and pay for group health benefits during the employee's PDL as if the employee was actively working during the leave, up to a maximum of four months within a 12-month period (commencing on the date the PDL begins). If employees take their full PDL and their

full California Family Rights Act (“CFRA”) leave for baby bonding, CPA will maintain health coverage for up to seven months (see below for more details on CFRA).

Family Medical Leave Act and California Family Rights Act

A. Permissible Purposes of FMLA/CFRA: An eligible employee may request a family and medical leave of up to 12 weeks for any of the following reasons:

- (1) the birth of the employee’s child;
- (2) the placement of a child with the employee in connection with an adoption or foster care;
- (3) to care for a child, parent, domestic partner, or spouse who has a serious health condition;
- (4) due to a serious health condition that prevents the employee from performing one or more of the essential functions of the employee’s position; or
- (5) because of a qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty may request a leave of up to 26 weeks in a single 12-month period to care for the servicemember.

To the maximum extent permitted by law, any leave of absence that is granted to an employee under this policy or any other policy for a purpose specified above shall be credited against the applicable 12-week or 26-week limit contained in this policy.

B. Eligible Employees: An employee's eligibility is determined from the date the Family Medical Leave Act (“FMLA”) and/or the California Family Rights Act of 1992 (“CFRA”) leave is scheduled to begin, not the date of notice. An employee can request FMLA and/or CFRA leave before meeting the eligibility requirement as long as eligibility is met by the first day of leave. Under FMLA and CFRA an eligible employee is one who meets the following criteria:

1. Has completed an aggregate of 12 months of CPA service, which need not be consecutive; and
2. Has worked at least 1,250 hours during the 12-month period immediately preceding the first day of leave.

C. Notification Responsibilities: When leave is foreseeable (e.g. expected date of birth or planned medical treatment), the employee must provide notice at least thirty (30) days’ notice before FMLA and/or CFRA leave is to begin. If thirty (30) days’ notice is not possible, due to lack of knowledge or an emergency, notice must be given as soon as possible absent extenuating circumstances.

An employee must consult with that employee's Supervisor and make a reasonable effort to schedule the leave to not unduly disrupt the CPA's operation when planning intermittent leave for medical treatment for the employee or the employee's family member. Employees are expected to consult with their Supervisor prior to the scheduling of treatment in order to work out a schedule which best suits the needs of both the department and the employee. If an employee neglects to consult with the Supervisor, the Supervisor may initiate discussions with the employee and require the employee to attempt to make such arrangements.

It is the Human Resources manager responsibility to designate FMLA and/or CFRA leave. However, it is the employee's obligation to provide the Human Resources manager with sufficient information to allow the Human Resources manager to make the designation.

- D. FMLA/CFRA Leave Entitlement:** The FMLA and CFRA allow an eligible employee to take a maximum of 12 workweeks of unpaid leave in one 12-month period for one or more FMLA and/or CFRA qualifying reasons. The 12-month period begins with the first day the employee uses FMLA and/or CFRA leave and starts their "leave year" if the employee is taking leave on a continuous basis. In cases of intermittent leave, the "leave year" is established by the certification date even if the employee does not immediately have FMLA and/or CFRA absences. Each time an employee takes FMLA and/or CFRA leave, it is subtracted from an employee's leave entitlement of 12 workweeks. If more than one qualifying reason for leave occurs within the leave year, the employee is only entitled to a total of 12 workweeks for all FMLA and/or CFRA qualifying reasons. FMLA runs concurrently with PDL, but CFRA leave does not. CFRA leave begins when PDL ends. This means that an eligible employee can take additional leave under CFRA for baby bonding once the employee exhausts the entitlement to PDL. CFRA covers care of a newborn and placement of a child for adoption or foster care.
- E. Certification by Health Care Provider:** If an employee requests a leave due to a serious health condition of the employee or a family member, the employee must support the request with a certification issued by the health care provider of the individual with the serious health condition. The certification should include the following information:
- (1) the date, if known, on which the serious health condition commenced;
 - (2) the probable duration of the condition;
 - (3) an estimate of the amount of time that the health care provider believes that the employee needs to care for the individual requiring the care; and
 - (4) a statement that the serious health condition warrants participation of a family member to provide care during a period of treatment or supervision of the individual requiring care.
- If an employee requests intermittent leave for planned medical treatment, the certification should specify the dates on which such treatment is expected to be given and the duration of such treatment. If the time estimated by the health care provider under (3) above expires, the employee must submit a recertification if the employee desires additional leave. In addition, extensions will not be granted that cause the total period of the leave to exceed the applicable 12-week or 26-week limitation identified above.
- F. Employee Status:** Employees will retain their employee status during the period of a family and medical leave. Moreover, their absence shall not be considered a break in service for purposes of determining their longevity or seniority. Once an employee returns from a leave, the

employee will be credited with all seniority and service accrued before the leave of absence began. However, the employee will not accrue seniority during the leave.

- G. Reemployment Privileges: Except where the law authorizes a different result, an employee who complies with the provisions of this policy will be guaranteed reemployment upon expiration of an approved leave, provided that the total period of the leave does not exceed 12 weeks or, in the case of a leave to care for a covered servicemember, 26 weeks. The employee will be reemployed in the same or an equivalent position as that which the employee occupied when the leave began. An employee who take a leave of absence because of an employee's own serious health condition must provide a medical certification verifying that the employee is able to return to work in the same manner as employees who return to work from other types of medical leave. If an employee fails to return to work immediately after the period of the approved leave expires, the employee will be considered to have voluntarily separated from CPA.

Paid Parental Leave

In an effort to give parents additional flexibility and time to bond with a new child, CPA will provide up to eight (8) weeks of fully Paid Parental Leave to eligible employees at their regular rate of pay in connection with the birth of an employee's child or the placement of an adopted child within an employee's home. Paid Parental leave is designed to work in conjunction with California's Paid Family Leave ("PFL").

A. Eligibility

To be eligible under this policy, the employee must have been employed by CPA for at least six months and meet one of the following criteria:

- Have given birth to a child; or
- Be a spouse or committed partner of a woman who has given birth to a child either as the intended mother or via surrogate; or
- Have adopted a child who is 17 years old or younger but does not apply to the adoption of a stepchild by a stepparent.

Parental Leave described in this policy shall be available for a 12-month period following the birth or adoption of a child. Employees may extend the 8-week paid leave period by using accrued vacation; however, the fact of multiple births or adoptions does not increase the length of Parental Leave.

B. Paid Family Leave Overpayments

The employee must apply for and upon receipt of PFL wage replacement benefits during an employee's leave, the State of California will provide the employee with a portion of the employee's base wages. CPA will pay the remaining portion of the employee's base wages, so that the employee will receive 100% of the employee's salary during that 8-week period. CPA will issue the employee paychecks and/or direct deposits for the full amount of the employee's wages as part of the regularly scheduled payroll during the employee's leave period. However, if the employee has been awarded PFL wage replacement benefits, the wages CPA will pay in full during the Parental Leave period will

result in an overpayment. To resolve any overpayment(s) created by receipt of PFL benefits, employees must remit copies of all statements for PFL benefits received from the State to CPA within thirty (30) days of receipt. CPA will deduct the amount of the overpayment from the employees next paycheck.

C. Leave Notice

Employees shall notify the Human Resources manager of the need for Parental Leave and include the estimated timing and duration of such leave at least sixty (60) calendar days in advance of the need for leave, where practical. If the need for leave under this policy is not foreseeable, employees must give notice of the leave to their Supervisor as soon as practical.

Bereavement Leave

- A.** All employees shall be entitled to three days paid leave in the event of a death in the immediate family of the employee. The immediate family shall be defined as:
 - 1. Parents
 - 2. Siblings/siblings-in-law
 - 3. Grandparents
 - 4. Mother-In-Law/Father-In-Law
 - 5. Spouse or registered domestic partner
 - 6. Children
 - 7. Any other person whose association with the employee is similar to "immediate family," with advance approval of the Executive Director or Human Resources manager,
- B.** An employee must provide reasonable notice to the employee's Supervisor of the intent to use bereavement leave.
- C.** Employees may use available sick or vacation leave for bereavement purposes in addition to the leave provided under this section.

Jury Duty Leave

- A.** CPA encourages employees to fulfill their civic responsibilities by serving jury duty when required. Full-time and Part-time employees may request paid jury duty leave. For Non-Exempt employees, jury duty pay will be calculated on the employee's regular pay rate times the number of hours the employee would otherwise have worked on the day of absence. It is the policy of CPA to pay a maximum of 40 hours for jury duty service. However, should it be deemed necessary to serve beyond the maximum number of paid days, the employee should notify the Executive Director in advance who may exercise the option of extending the number of paid hours.
- B.** Employees must show the jury duty summons to their Supervisor as soon as possible so that the Supervisor may plan to accommodate the employee's absence. The employee is expected

to report for work whenever the court schedule permits. Upon completion of such service, the employee must furnish a Certificate to CPA from the court showing dates served and amount of compensation paid. Failure to provide CPA with a certificate from the court will be treated as an unpaid absence from work.

- C. Either CPA or the employee may request that the court excuse an employee from jury duty if, in CPA's judgment, the employee's absence would create serious operational difficulties.

Workers' Compensation

In accordance with state law, CPA provides insurance coverage for employees in case of a work-related injury. CPA or its insurance carrier may not be liable for the payment of workers' compensation benefits for any injury which arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties. To ensure that employee receives any workers' compensation benefits to which employee may be entitled, employee will need to:

1. Immediately report any work-related injury to employee's Supervisor.
2. Seek medical treatment and follow-up care if required.
3. Complete a written Employee's Claim Form (DWC Form 1) and return it to employee's Supervisor.
4. Provide CPA with certification from employee's health care provider regarding the need for workers' compensation disability leave and/or the employee's ability to return to work from the leave.

Other Leave

A. Family School Partnership Leave

In accordance with Labor Code Section 230.7, upon reasonable advance written notice to an employee's Supervisor, an employee who is the parent or guardian of a pupil may take time off to appear in the school of that pupil pursuant to a request made under Education Code Section 48900.1.

B. Family School Partnership Leave (School or Day-Care Related Activities)

1. In accordance with Labor Code Section 230.8, upon reasonable advance written notice to an employee's Supervisor, an employee who is the parent, guardian, or grandparent of a child who is in kindergarten, grades one through twelve, inclusive, or attending a licensed day care facility, is entitled to take unpaid leave to participate in activities of that child's school or licensed day care facility.
2. Employees are eligible for forty hours of unpaid leave per year for family school leave and may not exceed eight hours in any calendar month. The total amount of leave is per employee and is not conditioned on the number of children, grandchildren, or wards that the employee may have. Upon return to work, the employee must provide the employee's Supervisor with reasonable written evidence that the employee participated in the school or day care activity at a specific date and time.

3. Any employee who takes family school leave must use any available vacation or other appropriate paid leave for the period of the absence. However, if an Exempt Employee does not have paid leave benefits available to cover some or all of the period of the absence, the employee's salary shall not be affected.

C. Domestic Violence/Sexual Assault/Serious or Violent Crime Leave

1. Leave for Victims of Domestic Violence of Sexual Assault
 - a. In accordance with Labor Code Sections 230(c) and 230.1, and upon reasonable advance written notice to the Human Resources manager if feasible, an employee who is the victim of domestic violence or sexual assault may take time off to obtain a temporary restraining order, a restraining order, or other injunctive relief from court to help ensure the health, safety, or welfare of the employee or employee's child; for the employee to seek medical attention for injuries caused by domestic violence or sexual assault; for the employee to obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault; for the employee to obtain psychological counseling related to an experience of domestic violence or sexual assault; or for the employee to participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.
 - b. If advance notice is not feasible, within a reasonable period following return to work, the employee must submit certification to the Human Resources manager in the form of one of the following: a police report indicating that the employee was a victim of domestic violence or sexual assault; a court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.
 - c. An employee absent under this Handbook may elect to take any accrued paid leaves that are otherwise available to the employee.
2. Leave to Attend Court Proceedings for Victims of Serious or Violent Crime
 - a. In accordance with Labor Code Section 230.2, upon reasonable advance written notice to Human Resources of a scheduled proceeding, if feasible, an employee who is the victim of, or is related to a victim of, or is the registered domestic partner of a victim of a serious or violent crime, may take unpaid time off to attend a court proceeding related to that crime. The employee must be the parent, child, spouse, registered domestic partner, child of a registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, stepmother, or stepfather of the victim.

- b. If advance notice is not feasible, within a reasonable period following return to work, the employee must submit certification to the Human Resources manager evidencing the judicial proceeding from one of the following entities: the court or government agency setting the hearing; the district attorney or prosecuting attorney's office; or the victim/witness office that is advocating on behalf of the victim.
 - c. An employee absent under this Handbook may elect to take any accrued paid leaves that are otherwise available to the employee.
- 3. Leave for Crime Victim to Participate as a Witness in a Judicial Proceeding
 - a. In accordance with Labor Code Section 230(b), an employee who is a victim of a crime, may take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.
 - b. An employee absent under this section may elect to take any accrued paid leaves that are otherwise available to the employee.

D. Leave for Volunteer Firefighters, Reserve Police Officers and Emergency Rescue Personnel

- 1. Leave for Emergency Duty: In accordance with Labor Code Section 230.3, an employee may take time off to perform emergency duty as a volunteer firefighter, reserve police officer, or emergency rescue personnel.
- 2. Leave for Training: In accordance with Labor Code Section 230.4, an employee who is a volunteer firefighter, reserve police officer, or emergency rescue personnel may take up to 14 days of unpaid leave per calendar year for the purpose of engaging in fire or law enforcement training.

E. Military & Military Spousal Leave

Military Leave shall be provided as set forth in the applicable California and federal law. An employee entitled to military leave shall give the employee's Supervisor, in consultation with Human Resources, an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking military leave, an employee, when possible, shall present a copy of the employee's military orders to the employee's Supervisor. The Supervisor shall advise Human Resources of the military orders immediately. Copies of the military orders shall be provided to the Human Resources manager and placed in the employee's personnel file.

An employee whose spouse or registered domestic partner is deployed for active military service during a period of military conflict is permitted *unpaid* time off up to ten (10) days to spend with the spouse or registered domestic partner when that spouse or partner is on leave from such deployment. Employees requesting leave must notify their Supervisor of their intention to take time off within two (2) business days of receiving official notice that the employee's spouse or domestic partner will be on leave from military deployment.

F. Organ and Bone Marrow Donation Leave

Employees who have been employed at least ninety (90) days may request a *paid* leave of absence of up to thirty (30) business days in a one-year period to donate an organ to another person, or up to five (5) business days in a one-year period to donate bone marrow. The one-year period is 12 consecutive months measured from the date the employee's leave begins. Employees must support the request for leave with written verification that the organ or bone marrow donation is required by medical necessity. Employees must use earned sick or vacation leave benefits during the leave of absence.

G. Voting Leave

Employees who are unable to vote during non-work hours may arrange in advance to take up to two (2) hours off, with pay, to vote in a public election. In order to qualify, employees must obtain advance approval from their Supervisor.

H. Alcohol and Drug Rehabilitation Leave

CPA will make reasonable accommodations by providing unpaid time off for any employee who voluntarily enters and participates in a drug or alcohol rehabilitation program, if it does not impose an undue hardship. Employees may use accrued sick leave during this period. CPA may also allow employees to use accrued vacation leave or other paid time off. The duration of the time off is tied to the duration of the program.

This type of time off may also be covered by the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA) if the employee is otherwise eligible and has a serious health condition. If so, CPA will follow the approval and medical certification process under FMLA/CFRA and inform the employee that the time off is designated as FMLA/CFRA time. The two leave obligations may run concurrently.

CPA will make reasonable efforts to maintain the confidentiality of the employee's treatment to the extent possible.

I. Literacy Education Assistance

CPA will make reasonable accommodations by providing unpaid time off for any employee in an adult literacy education program, if it does not impose an undue hardship. CPA will comply with the Employee Literacy Education Assistance Act and reasonably accommodate an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program.

CPA requires that employees provide proof of enrollment in an adult literacy education program and will take reasonable steps to keep the employee's literacy problem confidential. CPA may also allow employees to use accrued vacation leave.

Personal Leaves of Absence Without Pay

- A. Request for a Personal Leave of Absence Without Pay.** When an employee has exhausted all the employee's paid leaves, the employee may request a leave of absence without pay in accordance with this Section. The employee must submit a written request to the employee's Supervisor for a leave of absence without pay, along with any supporting documentation. The

Supervisor must forward the request, along with any supporting documentation to Human Resources manager for consideration by the Executive Director.

- B. Authority to Grant a Personal Leave of Absence Without Pay.** The Executive Director may grant a regular or probationary employee leave of absence without pay for a period not to exceed three months. After three months, the leave of absence may be extended by an additional three months if the employee submits a further written request, along with supporting documentation, that is authorized by the Executive Director. The approval or rejection of the Executive Director will be in writing and may be communicated by Human Resources on behalf of the Executive Director. An employee may not be granted more than six months of a leave of absence without pay.
- C. Return from Personal Leave of Absence Without Pay.** Upon expiration of a regularly approved leave, the employee will be reinstated in the position held at the time leave was granted, provided such position continues to exist. An employee on leave who fails to report to duty promptly at its expiration will be subject to disciplinary action for being on an unauthorized absence. An employee who is absent for medical reasons may be required to demonstrate fitness for duty in accordance with the CPA's fitness for duty policy.
- D. Mandatory Exhaustion of Paid Leaves.** If an employee is requesting a leave of absence for medical reasons, the employee is required to first fully exhaust all the employee's paid leaves in order to be eligible to receive a leave of absence without pay. If an employee is requesting a leave of absence for personal reasons, the employee is required to fully exhaust all the employee's paid leaves, except sick leave, in order to be eligible to receive a leave of absence without pay.

Unauthorized Absence

- A.** When an employee has been absent without authorization from work for more than three workdays, and in the opinion of the Supervisor the employee has abandoned the employee's position, the Supervisor shall notify the Human Resources manager. The Human Resources manager shall notify the employee that the CPA has determined the employee has abandoned the employee's position and that the employee has seven working days upon receipt of the notice to contact the CPA regarding the employee's intent to return to work. The notice shall also advise the employee that failure to contact the CPA within the seven-day period shall be deemed an automatic Resignation effective on the eighth day. Such notice shall be in writing and sent by certified mail or personal service to the last address listed in the employee's personnel records.
- B.** Abandonment of position may include, but is not limited to:
 - 1. Where an employee fails to return to the employee's position upon conclusion of any authorized leave of absence;
 - 2. Where an employee fails to properly notify by telephone or in writing the employee's immediate Supervisor of absence due to sickness or injury;
 - 3. Where an employee fails to appear for work without notification or express agreement between the Supervisor and the employee as to the use of any leave time set forth in this Handbook;
 - 4. Where an employee fails to keep the employee's immediate Supervisor reasonably apprised of disability status; or

5. Where an employee fails to respond within seven (7) business days to the notice of abandonment of position.

C. Abandonment of position shall constitute a Resignation from CPA service.

SECTION 7: EMPLOYMENT RECORDS

Access to Personnel Files and Payroll Records

A. General provisions

1. CPA maintains a personnel file on each employee. The personnel file may include such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.
2. Personnel files are the property of CPA and shall be maintained by the employer in strict confidence. Access to the information contained therein is restricted, except as permitted by law. Only Supervisors and management personnel of the CPA who have express authorization from the Executive Director and a legitimate reason to review information in a file can do so without being subject to the procedures set forth in this Section.
3. As provided by law, letters of reference, recruitment files, and reports regarding ongoing investigations concerning a current or former employee shall be excluded from the provisions of this Section. In addition, names of all non-supervisory employees shall be redacted from records to be provided under this Section.

B. Inspection of a Current or Former Employee's Personnel File

1. A current or former employee wishing to inspect the employee's personnel file or payroll records must submit a written request to Human Resources manager. Proof of identity will be required to inspect personnel or payroll records for the employee's file. The Human Resources manager shall issue a written notice setting a date for the inspection of said records within thirty (30) days of receipt of the request, to take place during normal business hours. With the requesting person's written consent, the date for inspection may be extended on one occasion by up to five (5) Days. If the requesting person is a former employee who was terminated for violation of CPA's policy or law involving harassment or workplace violence, CPA shall have discretion to mail a copy of the personnel file at the CPA's expense instead of scheduling an in-person inspection.
2. A current employee may inspect the employee's records at the place the employee reports to work or may instead consent to inspect the employee's personnel file in the Human Resources manager's office without loss of compensation. Inspection by former employees and authorized representatives shall take place with the Human Resources manager unless otherwise mutually agreed in writing by the CPA and may require additional reasonable proof of identity.
3. A Human Resources manager or other authorized employee must be present throughout the inspection. No personnel files or contents of personnel files shall be

removed from the place of inspection without advance written authorization from the Executive Director.

C. Obtaining Copies of a Current or Former Employee's Personnel File

1. A current or former employee wishing to obtain copies of documents or other materials in the employee's personnel file in person or by mail must submit a written request to the Human Resources manager along with reasonable proof of identity. A current or former employee who seeks to authorize another person to obtain copies of the employee's personnel file must provide a satisfactory written authorization along with the written request. Reasonable proof of identity may be required at the time of in-person pick up of requested documents.
2. The Human Resources manager shall issue a written notice setting a date on which the requested copies may be picked up in person during the normal business hours of the CPA and identifying the cost of reproduction that must be paid to the CPA at the time of pick up. The date for in-person pick up of the documents shall be no more than thirty (30) days after receipt of the request in Human Resources. With the requesting person's written consent, that date may be extended on one occasion by up to five calendar days. If the requesting person is a former employee who was terminated for violation of CPA Handbook or law involving harassment or workplace violence, the Human Resources manager shall have discretion to mail a copy of the personnel file at the expense of the CPA instead of scheduling an in-person pick up.
3. If the requesting person chooses delivery by mail instead of in-person pick up, the notice provided by Human Resources manager shall also identify the additional actual postage expenses for which the requesting person must reimburse CPA prior to receipt of the copies.

Personnel Data Changes

It is the responsibility of each employee to promptly notify CPA of any changes in personnel data. Employees must ensure that personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other pertinent information, are always accurate and current.

Employment Verification and References

It is the CPA policy that the Executive Director or the Human Resources manager are authorized to respond to requests for verification of employment from financial institutions, etc. No other Supervisor or employee is authorized to provide employment verification for current or former employees.

The CPA relies upon the accuracy of information contained in the data presented throughout the hiring and employment process. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the individual has been hired, Termination of employment.

To help to ensure that individuals who join CPA are well qualified and have a strong potential to be productive and successful, it shall be the policy of the CPA to check employment references of prospective employees.

SECTION 8: GENERAL WORKPLACE RULES

Safety

Establishment and maintenance of a safe work environment is the shared responsibility of the CPA and employees from all levels of the organization. Employees are expected to obey safety rules and to exercise caution in all their work activities. Employees are strongly encouraged to immediately report any unsafe conditions to their Supervisor. Employees at all levels of the organization are expected to correct unsafe conditions within their control as promptly as possible.

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action, up to and including Termination of employment.

All accidents that result in injury must be reported to the appropriate Supervisor, regardless of how insignificant the injury may appear. Such reports are necessary to comply with laws and initiate insurance and workers compensation benefits procedures, where applicable.

Business Use of Personal Vehicles

A. In general, employees may be required to use their private vehicles to carry out their regular job responsibilities. For this use, employees must comply with California law. Such employees are subject the provisions of this Section.

B. Use of Cell Phones While Driving

1. Cell phone use should be avoided whenever it might create an unsafe driving situation. In accordance with California law, it is against the CPA's policy to use a handheld cellular phone while operating a motor vehicle. Employees making or receiving cell phone calls while driving are required to use a hands-free device.
2. In accordance with California law, text-based communication while driving is prohibited. Specifically, writing, sending, or reading text-based communication including text messaging, instant messaging, and e-mail, on a wireless device or cell phone while driving is prohibited.
3. Failure to follow the provisions of this Handbook, or any policy, may result in disciplinary action, up to and including termination.

C. Driving Responsibilities.

Individuals who seek or hold positions that involve driving on CPA business are in roles for which CPA may have direct or indirect legal responsibility. CPA is committed to making certain that employees who have driving responsibilities do not place CPA, employees, or members of the general public at risk.

In keeping with this policy, CPA requires that employees with driving responsibilities maintain safe driving records as a condition of employment and continued employment. Individuals who fail to maintain such driving records may become unsuitable for their positions. In such cases, CPA reserves the right to discipline or terminate employees with driving responsibilities whose driving records become unsatisfactory, in the sole discretion of CPA.

In order to verify an individual's driving status, CPA may require the employees or job applicants to furnish all or portions of their driving record from the Department of Motor Vehicles or may ask them to sign any necessary authorizations that are required or appropriate to request records directly from the Department of Motor Vehicles. Subject to any limitations imposed by state or federal law, individuals must cooperate fully with any request for records or request for an authorization to seek such records from an appropriate agency or entity.

CPA Property and Equipment

A. Use of Property and Property Issued in General

1. Employees are prohibited from being on CPA property or using its facilities or property while not on duty, or for personal use at any time.
2. Work equipment, tools, and materials are provided by the CPA to its employees for the sole purpose of performing work-related tasks. Work tools are the property of the CPA, and it is the responsibility of the employee to use and maintain them appropriately. Deliberate carelessness or misuse of CPA's property, or use without authorization, will not be tolerated and may result in disciplinary action being taken against the employee, up to and including termination. Lost or misplaced property that has been issued to an employee must be reported immediately to the employee's Supervisor.
3. CPA will issue laptops and business cell phones to employees upon request by the employee and approved by the Supervisor and Human Resources manager.
 - a. Employees who use cell phones, whether personal or CPA-issued, are expected to confine the use of any personal calls in a way that should not disrupt others, occur during meetings, or interrupt work processes.
 - b. Employees who use electronic devices to conduct company business should be mindful that the CPA is a public agency and as such is subject to public records requests. Communications related to the conducting of public business using a personal device or account may result in employee's device/account information being subject to public disclosure.
4. Upon Resignation or the Termination of employment, or at any other time the CPA so requests, employees are required to return all items and property issued to them.
5. To the extent permitted by law, the CPA reserves the right to charge employees the replacement value of any lost, misplaced, stolen, or deliberately or carelessly damaged CPA property.

B. Cybersecurity

The policy of CPA is to ensure that all information existing in a computerized form is properly safeguarded and that the automated processing involved in the collection, creation, manipulation, storage, retrieval, transmission, and display of information is similarly protected, both in a manner appropriate to the value of the information to the facility and its potential for unauthorized access, destruction, disclosure, or modification.

Any unauthorized acts against CPA's Communications Systems may result in disciplinary action, up to and including dismissal. Each employee, therefore, must adhere strictly to the specific security measures and internal controls that are established for safeguarding the integrity and validity of a very valuable CPA asset.

CPA Communications Systems hardware, and any data collected, downloaded, and/or created or CPA Communications Systems described above are the exclusive property of CPA and may not be copied, shared, accessed, or transmitted to any outside party without prior written management approval or used for any purpose not directly related to the business of CPA.

Employees should not use a password, access a file, or retrieve any stored communication without authorization. Private information should not be kept on electronic communications systems. Any unauthorized access or use of CPA's computer or other communication systems is strictly prohibited.

C. Electronic Systems and Privacy

Storage areas, work areas, the contents of electronic and conventional files, other CPA documents, file cabinets, credenzas, computer systems and software, office telephones, cellular telephones, any and all electronically issued technology, modems, facsimile machines, copy and scanner machines, tools, equipment, desks, voice mail, and electronic mail are the property of CPA, and need to be maintained according to CPA rules and regulations.

To safeguard and protect the proprietary, confidential and business-sensitive information of CPA, and to ensure that the use of all electronic systems and equipment is consistent with CPA's legitimate business interests, authorized representatives of CPA may monitor the use of such systems from time to time without notice, which may include printing and reading materials, files on the system, list servers, and equipment.

Employees should be aware that e-mail messages, like CPA correspondence, and any and all messages sent electronically may be read by other CPA employees and outsiders under certain circumstances. While it is impossible to list all of the circumstances, some examples are the following: (1) during system maintenance of the e-mail system, (2) when CPA has business needs to access the employee's mailbox, (3) when CPA receives a legal request that requires disclosure of e-mail messages, or (4) when CPA has reason to believe the employee is using e-mail in violation of CPA adopted policies or this Handbook. Employees shall use a designated CPA email account for all work-related email communication.

SECTION 9: LICENSE, MEMBERSHIPS, TRAINING & CONFERENCES

The CPA encourages the continued development of its professional, technical and managerial employees through participation in organizations that are directly relevant to the primary business of the agency. It also recognizes the value of business publications in keeping employees informed of advances and trends in their specific career discipline and areas of responsibility.

- A. Licenses/Memberships.** The CPA will sponsor memberships and professional licenses where they are likely to be used in the employee's performance of their duties subject to availability of funds and approval of the Executive Director.
- B. Conferences/Training.** Employees may request attendance at professional conferences or training which will benefit the CPA and enhance the performance of the employee's job

responsibilities. Participation should be for the benefit of the CPA and directly related to the job requirements of the employee. All efforts should be made to attend a conference/training which is offered locally or on-line. Training or conference attendance must be approved in advance by the Executive Director. If a Certificate of Completion is provided, a copy must be provided to Human Resources manager. All mandatory training required by the CPA including but not limited to AB 1234 training, sexual harassment, workplace violence prevention will be provided by or through the CPA.

- C. Travel.** Travel for official company business is an important part of the CPA. All trips outside of the greater Los Angeles and Ventura metropolitan area will be made with approval of the Supervisor. Employees are expected to exercise good financial judgment when traveling. GSA rates are provided via hyperlink (<https://www.gsa.gov/travel/plan-book/per-diem-rates>) to the travel request form to ensure employees are aware of acceptable expenses.

A request for travel must be completed and approved by the Executive Director prior to the travel. Unapproved travel expenses may not be reimbursed.

Airfare should be booked at coach/economy class or the lowest fare available. Ground transportation arrangements should be at reduced rates where available and in all cases at reasonable prices. Employees are expected to use less costly ground transportation where it exists (i.e. public transportation if feasible, shared airport shuttles, standard cabs). Should a rental car be necessary, employees are required to rent compact vehicles unless there is a justification for a higher size. Any travel exceeding the requirement of this section must be justified and approved by the employee's Supervisor.

Meal expenses incurred by an employee for CPA business purposes will be reimbursed at the current per diem rates published by the Internal Revenue Service. Employees shall retain original receipts for actual expenses, which may be subject to an inspection and/or audit by the Human Resources Manager for a one-year period. Employees will not be reimbursed for alcohol purchase, or meal and lodging expenses in excess of Internal Revenue Service per diem rates except as approved by the Human Resources Manager in consultation with the Executive Director.

Employees should submit their completed expense report along with required receipts within two weeks after completion of travel. Reports that do not include required receipts will be denied reimbursement.

D. Miscellaneous Expenses

1. Expenses incurred for CPA business purposes, including, but not limited to small office supply or equipment purchases are reimbursable, with the approval of the Executive Director or the Executive Director's designee where the expense is reasonable and necessary and supported by an expense reimbursement form including explanations and receipts.
 - a. Requests for reimbursement for miscellaneous expenses should be submitted monthly or when the total expenses total \$50 or greater, whichever comes sooner.
2. Local meal expenses

- a. Local meal expenses out of the office should be claimed infrequently and must be justified in terms of CPA benefit and are permitted only when authorized by the Executive Director.
 - b. A written request to host an in-office meeting with food and attended by non-CPA personnel must be approved in advance by the Executive Director or the Executive Director's designee and must include a list of expected attendees.
 - c. In the event an CPA hosted meeting with food is provided, the request for reimbursement must verify the following:
 - That CPA business was discussed at the meeting;
 - That at least one attendee was non-CPA personnel; and
 - The names and titles of the actual attendees.
1. Reimbursement can be requested for food provided in-house in situations where work is required for completing CPA business and when it is impractical or difficult for staff to obtain their own meals. The Executive Director or the Executive Director's designee must approve such expenditures in advance.

SECTION 10: PAY

Paydays

All employees are paid bi-monthly (the 15th and last day of each month). Each paycheck will include earnings for the current pay period.

If the regularly scheduled payday falls on a day off, weekend or a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

Employees may have pay directly deposited into their bank account(s) if they provide advance written authorization to the Human Resources manager. Employees will receive an itemized statement of wages when the CPA makes direct deposits.

Payroll Deductions, Wage Attachments and Garnishments

State and federal payroll taxes will be withheld from your paycheck in accordance with state and federal law. These deductions include state and federal income tax, social security tax (FICA), state disability insurance (SDI) and Family Temporary Disability Insurance (FTDI) taxes. By law, CPA is also required to honor legal attachments and garnishments of an employee's wages or salaries. If employee wages are attached, CPA will withhold the specified amount to satisfy the terms of the attachment.

SECTION 11: EMPLOYEE CONDUCT

Rules of Conduct

To help to assure orderly operations and provide the best possible work environment, the CPA expects employees to follow rules of conduct that will protect the interests and safety of all employees and the CPA. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including Suspension or Termination of employment. These

types of misconduct are provided for purposes of illustration only and in no way alter the at-will employment status of any CPA employees:

1. Theft or inappropriate removal or possession of property of CPA and/or CPA employees or others.
2. Falsification of records including, but not limited to, information provided on an application for employment and time-keeping records;
3. Violation of drug and alcohol abuse, as specified below, including but not limited to reporting for work, being subject to work, or being at work, under the influence of or in possession of alcohol, legal or illegal drugs;
4. Possession, distribution, sale, transfer, or use of alcoholic or illegal drugs in the workplace, while on duty, while operating employer owned vehicles or equipment, or while operating employee owned vehicles or equipment in the conduct of CPA business;
5. Assault, battery, horseplay, fighting or threatening violence in the workplace or while on duty;
6. Disruptive activity in the workplace;
7. Carelessness, incompetence, inefficiency, or negligence.
8. Insubordination;
9. Discourteous or disrespectful treatment of other employees, members of the public, customers, suppliers, or visitors, or other treatment that does not foster cooperation;
10. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; or willfully restricting work output or encouraging others to do the same;
11. Dishonesty;
12. Violation of safety or health rules;
13. Sexual or other harassment, discrimination, or retaliation in violation of CPA policy or applicable state or federal law;
14. Unauthorized possession of firearms, weapons or explosives on CPA property, or while on duty; or displaying or brandishing any firearm or weapon, whether in jest or otherwise, in any manner which can be construed as a careless, threatening or dangerous manner, except as required in the performance of official duties;
15. Unauthorized use of CPA's electronic communications systems, including, but not limited to, telephones, email, mail system, or other equipment;
16. Improper use of CPA funds;
17. Acceptance or solicitation of bribes or extortion;
18. Excessive absenteeism or any unauthorized absence;
19. Sleeping on the job or leaving the job without authorization;
20. Failure to maintain job performance standards or to properly or satisfactorily perform assigned duties;

21. Failure to maintain any employment qualification;
22. Gambling on CPA property or during working hours;
23. Conviction of a felony, or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties; and/or
24. Violation of CPA policies.

Workplace Violence Prevention

A. Objectives. The CPA is strongly committed to ensuring the safety of all CPA employees. Consistent with this policy, acts or threats of violence, including intimidation, harassment, or coercion which involve or affect CPA employees will not be tolerated and will be subject to appropriate disciplinary action up to and including termination. The following are the objectives of the CPA:

1. To ensure all workplace threats and violent behavior are addressed promptly.
2. To ensure the level of physical and facility security in the CPA's workplace is sufficient to protect the health and safety of CPA employees.
3. To ensure that all disciplinary action taken for behavior prohibited under this Section is reviewed, evaluated, and administered consistently and equitably throughout the CPA and done so in a timely manner.

B. Threats or Acts of Violence Defined

A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for the employee's safety, or the safety of the employee's immediate family, and that serves no legitimate purpose. General examples of prohibited workplace violence include, but are not limited to the following:

1. Threatening to harm or harming an individual, the employee's family, friends, associates, or their property;
2. Fighting or challenging another individual to a fight;
3. Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing;
4. Making harassing or threatening telephone calls; sending harassing or threatening letters, emails, or other correspondence;
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the CPA;
6. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for the employee's safety, or the safety of the employee's immediate family, as defined in California Civil Code Section 1708.7;
7. Suggesting or otherwise intimating that an act to injure persons or property is appropriate behavior;
8. Possession of firearms (loaded or unloaded), weapons, or any other dangerous devices on CPA property. This includes look-alike weapons, such as toy guns. Weapons and

dangerous devices may include, but are not limited to the following: blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives, folding knives having a blade that locks into place, razor blades, and clubs; and/or

9. Use of a personal or CPA-issued tool or other equipment in a threatening manner toward another.

C. Reporting Workplace Violence. Any employee who is the victim of a threat or act of violence, or any employee who witnesses such conduct, should immediately report the incident to the employee's Supervisor or other appropriate person in the chain of command. Should the employee perceive that the employee is in immediate danger of a violent act, or has just been victimized by a violent act, or is a witness of a violent act, the employee shall as soon as possible:

1. Place themselves in a safe location.
2. If appropriate, call 911 and request immediate response of a police officer and be prepared to inform the police dispatcher of the circumstances and the exact location of where an officer is needed.
3. Inform a Supervisor or the Human Resources manager of the circumstances.
4. Complete a written report as soon as possible and submit the original copy to the Human Resources manager.
5. Cooperate fully in any administrative or criminal investigation, which shall be conducted within existing policy and laws.
6. Direct all inquiries from the media about violence on CPA premises to the Executive Director.

D. Reporting Suspected Future Workplace Violence. Employees who have reason to believe they or any CPA employee may be the subject of a violent act in the workplace or as a result of their CPA employment, should immediately notify their Supervisor or the Human Resources manager.

E. Violation of Section. The prohibition against threats and acts of violence applies to all persons involved in the CPA's operation, including but not limited to CPA employees, Interns, vendors, and anyone else on CPA property. Violations of this section by any individual may be followed by legal action as appropriate, which may include, seeking a temporary restraining order and/or injunction on behalf of CPA employees if the situation warrants such action. In addition to appropriate legal action, violations of this section by employees, including making a false report under this section, may lead to appropriate disciplinary action, up to and including termination.

Drug and Alcohol Abuse

CPA is concerned about the use of alcohol, marijuana, illegal drugs, or controlled substances as it affects the workplace. CPA complies with state and federal drug abuse regulations, including the Drug-Free Workplace Act of 1988 and California Drug-Free Workplace Act of 1990. Use of these substances whether on or off the job can adversely affect the employee's work performance, efficiency, safety and health. The use, transfer, distribution, sale, being under the influence of, or possession of these substances on the job (regardless of whether on the premises, on duty, or

operating a vehicle or potentially dangerous equipment owned by CPA) constitutes a potential danger to the welfare and safety of other employees, and exposes CPA to the risks of property loss or damage, or injury to other persons. Furthermore, the use of prescription drugs and/or over-the-counter drugs (including medical marijuana) may also affect the employee's job performance and seriously impair employee's value to CPA. Any employee who is using prescription or over-the-counter drugs that may impair employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a Supervisor of such use immediately before starting or resuming work. All precautions necessary to preserve the employee's privacy will be taken.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by CPA where alcohol is served or while entertaining business associates of CPA. However, employees must always remember their obligation to conduct themselves properly while at company-sponsored functions or while representing CPA.

Employees must adhere to the rules stated in this section and Handbook as a condition of employment. Failure to comply with this Handbook may result in Discipline, including Termination. The Human Resources manager has been designated to administer this section, monitor the program and make reports as required by law.

SECTION 12: EMPLOYEE BENEFITS

CPA has developed and invested in an employee benefit program to supplement employee's regular wages. These benefits include health, retirement plan, deferred compensation plan, long term disability insurance, term life insurance, supplemental life insurance, flexible spending accounts, transportation allowance, employee assistance program, and voluntary employee benefits. Details of all benefits are listed in the Employee Benefits Guide. Details of health, retirement plan, long term disability insurance, term life insurance, and transportation allowance benefits are detailed below.

Health

To be updated based on ExCom feedback/Board approval.

Retirement Plan

To be updated based on ExCom feedback/Board approval.

Long Term Disability Insurance

To be updated based on ExCom feedback/Board approval.

Term Life Insurance

To be updated based on ExCom feedback/Board approval.

Transportation Allowance

To be updated based on ExCom feedback/Board approval.

SECTION 13: LAYOFF/SEPARATION FROM EMPLOYMENT

Layoff Procedures and Work Reductions

A. General. Whenever, in the judgment of the CPA Board, it becomes necessary in the interest of economy or reorganization, to eliminate any position or employment, depending on the scope of the reduction, (i.e., agency-wide, job classification, position), employees will be selected for layoff based on a combination of factors, including, but not necessarily limited to: past performance and productivity, qualifications, attendance, attitude, ability and willingness to work the required days and hours, and the ability to work cooperatively with others in the affected work unit.

1. The weight given to the above factors may vary depending upon the needs of the affected work unit and CPA as a whole at the time of the layoff.
2. Seniority shall be considered only when, in CPA's opinion, all other factors are equal between two or more employees in the affected work unit. Seniority will be computed based on an employee's total continuous service with CPA. For this purpose, continuous service before and after any break in service of less than thirty (30) Days or an approved leave of absence, will be counted.

B. Vacancy and Demotion. Except as otherwise provided, whenever there is a reduction in the work force, the Executive Director shall first demote an employee identified for Layoff to a Vacancy, if any, within the same department in a position with a Reduction in Pay, for which the employee is qualified. Secondly, employees may request to demote to a vacant position within the organization. An employee requesting a Demotion must file a written request with the Supervisor within five (5) business days of receiving written notice of Layoff. An employee who is offered a Demotion has the right to refuse the Demotion.

Severance

CPA does not maintain a formal severance pay policy nor provide severance pay to employees who leave CPA for any reason. Severance pay should therefore not be expected. However, CPA reserves the right to make exceptions to this Handbook at any time and may provide for severance pay in certain circumstances at its sole discretion.

Separation from Employment with CPA

- A. Abandonment of Position.** An employee may be terminated from employment if the employee is on an unauthorized leave of absence as set forth in Section 6.
- B. Layoff/Expiration of Contract Work.** As provided in Section 2 an employee may be separated by Layoff or expiration of the timeframe for which the position was created.
- C. Resignation.** An employee wishing to leave employment in good standing will file with the Human Resources manager a written Resignation stating the effective date at least two (2) weeks before leaving the service, unless approval for a shorter notice is obtained by the Executive Director. Resignation will be deemed accepted upon submission. A Resignation made without the notice required may be regarded as cause for denying the resigning

employee future employment with CPA and will be considered a Resignation not in good standing.

- D. Retirement.** Retirement from employment will be subject to the terms and conditions of the applicable statutes, rules, and regulations of their 403(b)/457(b) retirement plan(s) with CPA.
- E. Disability.** An employee may be separated for disability when the employee cannot perform the essential functions of the job, with or without a legally required reasonable accommodation, and is either not eligible to retire for disability or waives that right voluntarily.
- F. Death of the Employee.** In the event of a death of an employee, payment of all earned wages due will be in accordance with the laws of the State of California. Unless otherwise provided by law, payment of any other funds due will be paid to the beneficiary so designated in writing by the employee.

Exit Interviews

If employee resigns voluntarily, the Human Resources manager or employee's direct Supervisor will conduct an interview whenever feasible. This interview will allow the employee to communicate employee's views on the employee's work with CPA and the job requirements, operations and training needs. It also provides the employee an opportunity to discuss issues concerning benefits and insurance. At the time of the interview, employees are expected to return all company-furnished equipment, such as I.D. cards, keys, and credit cards.

SECTION 14: SALARY DISCLOSURE

As a public agency, CPA is committed to transparency. As such, salary ranges of all positions will be disclosed as required under California law.

EMPLOYEE ACKNOWLEDGEMENT FORM

This is to acknowledge that I have received a copy of the Clean Power Alliance (“CPA”) Employee Handbook and understand that it contains important information on CPA’s general personnel policies and on my privileges and obligations as an employee. I acknowledge that I am expected to read, understand, and adhere to CPA policies and will familiarize myself with the material in the handbook. I understand that I am governed by the contents of the handbook and that CPA may change, rescind or add to any policies, benefits or practices described in this handbook, other than the employment-at-will policy, from time to time in its sole and absolute discretion, with or without prior notice. CPA will advise employees of material changes within a reasonable timeframe.

Furthermore, I understand that employment with CPA is not for a specified term and is at the mutual consent of the employee and CPA. Accordingly, either the employee or CPA can terminate the employment relationship at will, with or without cause, at any time. This represents a final and binding integrated agreement with respect to the at-will nature of the employment relationship and cannot be modified, unless it is modified in a written agreement signed both by the Executive Director and I.

I UNDERSTAND THAT NOTHING CONTAINED IN THE HANDBOOK IS INTENDED TO CREATE, NOR BE CONSTRUED AS CREATING, AN EXPRESS OR IMPLIED CONTRACT, OR GUARANTEE OF EMPLOYMENT FOR A DEFINITE OR INDEFINITE TERM.

EMPLOYEE’S SIGNATURE

DATE

EMPLOYEE’S PRINTED NAME