CLEAN ENERGY ALLIANCE

Employee Handbook

Updated
July 2025

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Introductory Policies

Introduction & Future Revisions

Clean Energy Alliance (CEA) hopes all employees find their employment with CEA to be both rewarding and challenging. CEA's staff is key to its success, and CEA carefully selects new employees. This handbook is not a contract, express or implied, nor does it guarantee employment for any specific length of time.

The policies included in this handbook are guidelines only and are subject to change as CEA deems appropriate. From time to time, employees may receive notice of new or modified policies, procedures, benefits, or programs. No oral statements or representations can in any way change or alter the provisions of this employee handbook.

Classification of Employees

All employees of CEA, whether Exempt, Non-Exempt, Full-Rime, Part-Time, or Temporary are employed at-will. Participation in CEA's benefits programs may be affected by an employee's employment status or classification. The following definitions apply to the classifications of employment at CEA:

1. "Exempt Employees" are those employees whose duties and responsibilities allow them to be exempt from certain provisions of the Federal Fair Labor Standards Act (FLSA) and applicable state laws and applies to certain administrative, professional, and executive staff. Exempt Employees qualify for exemption from overtime regulations under state and federal law and their salaries already take into account that they may work long hours. If an employee is Exempt, they will be advised at the time they are hired, transferred, or promoted.

2. "Non-Exempt Employees" are all other regular employees who are not classified as Exempt. Non-Exempt Employees receive extra pay for overtime work (as described in the overtime section of this employee handbook). Employees working in Non-Exempt positions are compensated for the actual amount of time spent on duty and are entitled to receive time and one-half (1 ½) their regular rate of pay for each hour worked in excess of forty (40) hours in a workweek.

3. "Full-Time Employees" work on a regular basis for at least 40 hours per week. Full-Time employees may be classified as Exempt or Non-Exempt. They are generally eligible for all CEA benefits, so long as they meet the applicable requirements, such as length of service.

4. "Part-Time Employees" are regularly scheduled to work fewer than 40 hours per week. Part-Time Employees who are regularly scheduled to work a minimum of 30 hours per

week are entitled to applicable benefits, according to a prorated formula based on their average hours worked compared to a standard 40-hour workweek. Part-Time Employees who are regularly scheduled to work less than 30 hours per week are not eligible for benefits covered in this employee handbook, other than those required by law or as stipulated in writing signed by the CEO or designee.

5. "Temporary Employees" are 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 signed by the CEO or designee.

6. "Interns" are employees who are gaining supervised practical experience in a professional field. Interns will be paid but are not eligible for any benefits listed in this employee handbook, except as required by law.

Our Working Relationship

CEA does not offer tenure or any other form of guaranteed employment. Either CEA or the employee can terminate the employment relationship at any time, with or without cause, with or without notice. This is called Employment-At-Will. This Employment-At-Will relationship exists regardless of any other written statements or policies contained in this handbook or any other CEA documents or any verbal statement to the contrary.

No one except CEA's Chief Executive Officer (CEO) or designee can enter into any kind of employment relationship or agreement that is contrary to the previous statement. To be enforceable, such relationship or agreement must be in writing, signed by the CEO or designee, and approved by the CEA Board of Directors.

Open Communication Policy

At CEA, courtesy, tact, and consideration should guide each employee in relationships with fellow workers and the public. It is mandatory that each employee show maximum respect to every other person in the organization. The purpose of communication should be to help others and to make the business run as effectively as possible, thereby gaining the respect of colleagues and customers.

Equal Employment Opportunity

CEA is an equal opportunity employer and makes employment decisions on the basis of merit and business need. CEA's policies prohibit unlawful discrimination based on race, color, religious creed, gender, pregnancy (or related medical condition), genetic information, genetic characteristics, gender identity, gender expression, religion, marital status, military or veteran

status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, or any other consideration made unlawful by federal, state or local laws. All such discrimination is contrary to CEA policy.

Reasonable Accommodation

Under the California Fair Employment and Housing Act (FEHA) and the Americans with Disabilities Act (ADA), CEA will reasonably accommodate an employee or applicant with a disability if the employee or applicant is otherwise qualified to safely perform all of the essential functions of the position.

CEA will make reasonable accommodations when requested to comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability. CEA will engage in a timely, good-faith, interactive process to determine reasonable accommodation, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition. CEA will consider all requests for accommodation, but retains discretion to determine what, if any, accommodation to provide.

Unlawful Harassment, Discrimination, and Retaliation

It is CEA's intent and the purpose of this policy to provide all employees, applicants, and contractors with an environment that is free from any form of harassment, discrimination, or retaliation as defined in this policy. CEA prohibits any form of conduct that violates this policy. CEA also prohibits any employee from retaliating in any way against anyone who has raised any concern about harassment or discrimination against another individual. CEA will investigate any complaint of harassment, discrimination, and retaliation and will take immediate and appropriate disciplinary action if any such conduct has been found within the workplace.

The above policy includes both sexual harassment, as well as harassment or discrimination based on an employee's status in a protected class. These classes include, but are not necessarily limited to race, color, religion, age, gender, genetic information, genetic characteristics, gender identity, gender expression, sexual orientation, pregnancy (or related medical condition), national origin or ancestry, disability, medical condition, marital status, veteran status, military status, or any other protected status defined by federal, state, or local laws. This policy also prohibits unlawful harassment or discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy extends to unlawful harassment of CEA employees by any other CEA employees, vendors, independent contractors, customers, or others with whom employees may meet during their work for CEA.

What Is Workplace Harassment?

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes, social media communication, messages or statements, pranks, intimidation, physical assaults or contact, or violence. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint. In addition, this policy protects employees against conduct from all individuals in the workplace, such as fellow employees, supervisors, outside customers, vendors, independent contractors, or other non-employees who conduct business with CEA.

What Is Sexual Harassment?

One type of harassment is sexual harassment, which may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature. When this conduct creates an offensive, hostile and intimidating working environment, it may prevent an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implied or stated, and when an employment decision is based on an individual's acceptance or rejection of such conduct.

It is important to note that harassment crosses age and gender boundaries and cannot be stereotyped. Among other perceived unconventional situations, sexual harassment may involve two women or two men.

Generally, two categories of sexual harassment exist. The first, "quid pro quo," may be defined as the demand for sexual favors in exchange for improvement or continuance in an employee's working conditions and/or compensation. The second category, "hostile, intimidating, offensive working environment," can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or verbal or other conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment include, but are not limited to, pictures, cartoons, symbols, or items found to be offensive. An employee may have a claim of harassment even if he or she has not lost a job or other economic benefit.

Retaliation

Retaliation against an employee (and an employee's associates) who reports or provides information about harassment or discrimination is strictly prohibited. Any act of reprisal violates this policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness, or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion, or discharge; (4) spreading rumors about a complaint or a complainant; (5)

shunning and avoiding an individual who reports harassment or discrimination; or (6) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Responsibility

All CEA employees, and particularly supervisors, have a responsibility for keeping the work environment free of harassment, discrimination, and retaliation. Any employee who becomes aware of an incident that violates this policy, whether by witnessing the incident or being told of it, must report it to their immediate supervisor, the CEO or designee, General Counsel, or a management representative with whom they feel comfortable. Employees may report complaints outside of their usual chain of command. When supervisors become aware of the existence of conduct that could violate this policy, they are obligated to direct it to the CEO or designee, whether or not the complainant wants their supervisor to do so. The CEO or designee will determine what level of investigation and response is necessary.

Reporting

If an employee believes they are being harassed, discriminated against, or retaliated against by any CEA employee, customer, contractor, or other business contact, they are required to report it to their supervisor or any other member of management. While CEA encourages employees to communicate directly with the alleged offender and make it clear that their behavior is unacceptable, it is not required. It is essential, however, to notify a supervisor or member of management immediately even if the employee is not sure the offending behavior is prohibited under this policy. Any incidents in violation of this policy must be immediately reported.

All reports will be promptly, fairly, and thoroughly investigated by qualified personnel and will be closed in a timely manner. Confidentiality will be maintained to the extent possible but cannot be guaranteed. Investigations will be documented and tracked for reasonable progress.

Any employee found to have harassed, discriminated against, or retaliated against another employee will be subject to severe disciplinary action up to and including termination. CEA will also take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

Option to Report to Outside Administrative Agencies

Applicants, employees, officers, officials, and contractors have the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD). These governmental agencies investigate and prosecute complaints of unlawful discrimination, harassment, or retaliation in employment. Employees who believe that they have been unlawfully harassed, discriminated against, or

retaliated against may file a complaint with either of these agencies. The EEOC and the CRD serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes. The nearest offices are listed on the specific agency's website, as well as on posters located on CEA's bulletin boards.

Employment Policies and Practices

Job Duties

An employee's supervisor will explain their job responsibilities and the performance standards expected of an employee. An employee's job responsibilities may change at any time during employment. For example, an employee may be asked to work on special projects or to assist with other work necessary or important to the operation of CEA. It is expected that CEA will have an employee's cooperation and assistance in performing such additional work.

CEA also may, at any time, with or without notice, alter or change an employee's job responsibilities, reassign, or transfer their position, or assign an employee additional job responsibilities depending on business needs.

Work Schedules

CEA's normal business hours are 8:00 a.m. through 5:00 p.m., Monday through Friday. Each employee's supervisor will assign an individual work schedule, and an employee is expected to be ready to perform their work at the start of their scheduled shifts. Flexible work schedules, remote work and telecommuting may be allowed at the discretion of an employee's supervisor and CEO. Alternative work arrangements are not an entitlement or employee benefit and may be modified or revoked at any time for any reason or without cause. All changes to normal working hours, flexible work schedules, and telecommuting arrangements should be documented with each employee's supervisor and Human Resources representative, if available.

When working remotely, employees must:

- Maintain data security and confidentiality.
- Comply with CEA policies including attendance and conduct.
- Have a safe and productive workspace.

CEA may inspect or audit remote workspaces as needed.

On occasion, work schedules may fluctuate with customer demand and business needs. If a change in an employee's work schedule is required, their supervisor will notify them at the earliest opportunity. Employees may be required to work overtime or hours other than those normally scheduled. Exempt Employees are required to work as many hours as are necessary to complete the responsibilities of their positions.

Personnel Records

A personnel file will be confidentially maintained for each CEA employee. An employee may review their personnel file during regular business hours upon making a request to the CEO or designee. An appointment will be made for the purpose of allowing the review.

CEA will treat all employees' personnel records as confidential and private, to the extent required by law.

Employees should promptly notify CEA of any changes in personal data. Keeping personnel files up to date can be important with regard to pay, deductions, benefits and other matters. Coverage or benefits that an employee and their family may receive under CEA's benefits package could be negatively affected if the information in a personnel file is incorrect.

Inspection of Payroll Records

Employees and former employees have the right to inspect and obtain copies of their own payroll records as required by applicable law. All requests must be submitted in writing to CEA's CEO or designee. Responses will be provided as required by law. Employees who make a request may be asked to provide identification and may be required to pay for the cost of making the copies.

Layoffs and Work Reductions

CEA may implement layoffs. Employees will be selected for layoff at CEA's discretion based on a combination of factors, including, but not limited to, business needs, employee performance and productivity, qualifications, attendance, attitude, ability, willingness to work the required days and hours, and the ability to work cooperatively with others in the affected work unit.

The weight given to the above factors may vary depending upon the needs of the affected work unit and CEA as a whole at the time of the layoff.

Employment Separation

CEA strives to ensure a smooth transition for employees leaving CEA. As noted throughout this handbook, employment at CEA is on an at-will basis. This means that an employee is not required to work for CEA for any specific length of time nor is CEA required to employ individuals for any specific length of time. An at-will employee is subject to termination of employment at any time CEA concludes it appropriate to do so. **The statements made in this policy do not alter, modify, or limit the employment-at-will relationship**.

CEA will consider an employee to have voluntarily terminated their employment if an employee:

1. Resigns from CEA;

2. Fails to return from an approved leave of absence on the date specified by CEA; or
3. Fails to report to work or call in for three (3) consecutive workdays.

In the event that an employee resigns voluntarily, CEA may ask – but does not require – that they provide two (2) weeks' notice to allow for a smooth transition and training of any replacement personnel.

All CEA property such as office equipment, credit cards, keys, manuals, computer equipment and accessories, and cell phones must be returned to the employee's immediate supervisor on or prior to the last day of employment.

Final wages for time worked, plus any pay for unused but accrued vacation, will normally be paid on the employee's last day of employment, but no later than the next regularly scheduled payday.

Involuntary separation from service means that the termination action is being initiated by CEA, rather than by the employee. In general, employees who are involuntarily separated by CEA are not eligible for rehire. In addition, employees who voluntarily resign may still be ineligible for rehire if CEA learns of circumstances that would have justified involuntarily separating them for performance-based reasons regardless of when that information is acquired. However, employees who are separated due to layoff or restructuring may be eligible for rehire or recall at CEA's discretion.

If an employee meets eligibility requirements for rehire at the time of their separation from CEA, they may apply for any open position. Former employees will be considered along with all other applicants and have no greater chance of being selected for employment than all other applicants.

If an employee is rehired by CEA or converts from Part-Time to Full-Time status, the length of service with CEA for all purposes will be calculated from the rehire date or the date of conversion to Full-Time status. If an employee converts from Full-Time to Part-Time status, the length of service will discontinue accruing while the employee is in Part-Time status.

Employment Verification and References

When CEA receives a request for references or employment verification, CEA will confirm employment and disclose only the dates of employment and the title of the last position held. CEA will release additional information only with an employee's signed authorization and waiver of liability in a form acceptable to CEA.

Only the CEO or designee is authorized to respond to requests for employee references and verification of employment. No other supervisor or employee is authorized to provide references for current or former employees. All requests for information regarding another employee must be forwarded to the CEO or designee.

Punctuality and Attendance

Regular attendance and punctuality are essential functions of an employee's job. An employee is expected to maintain regular attendance during all scheduled work hours, report to work on a timely basis, and work through the end of their regularly scheduled workday. In the event of an unscheduled absence, an employee:

- Must personally call their supervisor prior to the start of their shift if they are unable to report to work or will be late to work on a scheduled workday.
- Is expected to advise another management representative of their absence if they are not able to reach their supervisor and leave a telephone number where they can be reached. Where appropriate, an employee is expected to follow such calls with an email.
- May not have a relative or friend call in to report an absence, unless they are unable to call due to an emergency.
- Is expected to provide their supervisor with an explanation of an absence or tardiness and inform them of the expected duration of the absence. An employee need not disclose private information to their supervisor, including an underlying medical condition.
- Must call in each day they are scheduled to work and will not report to work, with the exception of certain extenuating circumstances.

If an employee calls after the start of their shift, they will be considered tardy for that day. Repeated absenteeism or tardiness (whether excused or not) is not tolerated. Continuing patterns of absences, early departures, or tardiness – regardless of the exact number of days – may warrant disciplinary action, up to and including termination of employment. CEA reserves the right to determine what is considered excessive absenteeism. Emergency or extraordinary circumstances concerning an absence or tardiness will be considered, and it is within CEA's sole discretion to determine if an exception to this policy is warranted. For example, repeated car failures, missing the bus, consistently failing to arrange back-up childcare, or oversleeping do not constitute emergency or extraordinary circumstances. In all cases, CEA will make accommodations for qualified employees with disabilities where required by law.

Employees who fail to report for work for three (3) consecutive days without any notification to their supervisor, will be considered to have abandoned their employment, and voluntarily resigned from CEA.

Timekeeping Requirements for Non-Exempt Staff

Applicable law requires CEA to keep accurate records of time worked. Employee time records are official CEA records and must be accurately maintained. Employees must input their time at the start and at the end of each workday, and at the start and end of each meal period. Completing another employee's time record or intentionally falsifying a time record is a serious violation and

may result in immediate termination of employment. If a time record needs to be corrected, both the employee and their supervisor must initial the change in the time record to verify its accuracy.

Meal and Rest Periods for Non-Exempt Staff

Employees will generally be provided with at least a 30-minute meal period per day, to be scheduled with their supervisor to best accommodate the workday. In addition, Non-Exempt Employees are provided a 10-minute, paid rest break for every four (4) hours worked.

Overtime Time Provisions for Non-Exempt Staff

Employees may be required to work overtime. Only actual hours worked in a workweek will be counted in determining which hours constitute overtime. CEA will attempt to distribute overtime evenly and accommodate individual schedules. A supervisor must previously authorize all overtime work. Any overtime worked without prior authorization may be grounds for discipline.

Hours worked for purposes of overtime do not include unpaid meal periods, or hours away from work, including but not limited to vacation, illness, holiday, and jury duty.

Make-Up Time for Non-Exempt Staff

A Non-Exempt Employee may ask their supervisor for time off without pay and request to make up such time. If an employee requests to make up missed time, they should submit a "Make-Up Time Request Form" to their supervisor before the make-up time is worked. It is within the supervisor's discretion to grant the request. Make-up time must be worked in the same workweek as the missed time in order not to incur overtime. Employees may not work over forty (40) hours total in the week including make-up time, unless approved for overtime pursuant to CEA's overtime policies set forth in this handbook.

Payment of Wages

There are 24 pay periods in a year. Paydays are semi-monthly; on the twentieth (20^{th}) day of the month covering the pay period beginning on the first (1^{st}) day of the month and ending the fifteenth (15^{th}) day of the month, and on the fifth (5^{th}) day of the month covering the pay period beginning on the sixteenth (16^{th}) day of the prior month and ending on the last day of the prior month. The workday (a 24-hour, consecutive period) begins at 12:01 a.m. and ends at midnight. The workweek is defined as Sunday at 12:01 am through Saturday at midnight.

If a regular payday falls on a weekend or holiday, employees will be paid on the last day of work prior to the regularly scheduled payday. Employees must immediately report errors on their paycheck to their supervisor.

CEA offers and encourages enrollment in direct deposit.

Advances

CEA does not permit advances against paychecks or against unaccrued vacation.

Payroll Deductions, Wage Attachments and Garnishments

CEA makes certain deductions from every employee's paycheck. Among these are applicable federal, state, and local income taxes, Medicare taxes, state disability insurance contributions, and paid family leave contributions. By law, CEA is also required to honor legal attachments and garnishments of an employee's wages or salaries. If an employee's wages are attached, CEA will withhold the specified amount to satisfy the terms of the attachment.

Lactation Accommodation

CEA will provide a reasonable amount of break time to accommodate an employee, including remote employees, desiring to express breast milk for the employee's infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee.

For on-site employees, CEA shall provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space outlined below. If special arrangements are made to provide a Non-Exempt Employee with extra time beyond her normal rest period, the time will be unpaid.

The room or location designated for the purpose of expressing milk will meet the following requirements: (1) Be shielded from view and free from intrusion while being used to express milk; (2) Be safe, clean, and free of hazardous materials; (3) Contain a surface on which to place a breast pump and personal items; (4) Contain a place to sit; and (4) Have access to electricity needed to operate an electric battery-powered breast pump.

CEA will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses for the time it is in use for lactation purposes.

CEA prohibits any form of retaliation against employees exercising lactation rights.

Procedures

Breastfeeding employees who wish to express milk during working hours must submit a completed and signed Lactation Accommodation Request Form to their supervisor at least five (5) business days in advance before the start of the request. The form must include signatures of both the employee making the request and the employee's supervisor. Any additional breaks needed to express milk beyond the employee's regular breaks/lunch breaks must be indicated on the form.

The employee's supervisor must respond to the employee's accommodation request in writing on the same lactation accommodation request form submitted by the employee indicating the approval or denial of the break request. The completed request form must be returned to the employee and a copy filed in the employee's Personnel File.

CEA reserves the right to deny, in writing, an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees have the right to file a complaint with the Labor Commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations. Information for how to file a complaint can be found on the Department of Industrial Relations website, https://www.dir.ca.gov/.

Pay Transparency and Equal Pay Rights

CEA complies with California's Equal Pay Act and pay transparency requirements. Employees:

- May discuss or disclose their wages.
- May Inquire about wage ranges for their positions.
- Are free from retaliation for wage-related discussions.

CEA ensures equitable compensation regardless of gender, race, or other protected status.

Standards of Conduct

Professional Business Conduct and Ethics

By accepting employment with CEA, employees have a responsibility to CEA and to their fellow employees to adhere to certain codes of behavior and conduct. The purpose of these standards of conduct is to ensure that all employees understand what conduct is expected and necessary. When each employee is aware that they can fully depend upon fellow workers to follow these standards of conduct, then CEA will be a better place for everyone to work.

Though it is not possible to list all forms of behavior that are unacceptable in the workplace, the following are examples of behavior that would be considered infractions of CEA rules and

standards of conduct. Such behavior may result in disciplinary action, up to and including termination of employment. If an employee has any questions concerning any work or safety rule, or any of the unacceptable activities listed, they should seek an explanation.

Unacceptable Activities:

1. Generally, conduct which is unbecoming, disloyal, disruptive, or damaging to CEA.
2. Falsification of timekeeping records.
3. Dishonesty, falsification, or misrepresentation on an employment application or other work records; dishonesty about sick or personal leave; falsifying reason for a leave of absence or other data requested by CEA; alteration of CEA records or other CEA documents.
4. Working under the influence of alcohol or unauthorized or dangerous drugs or controlled substances as defined under state or federal law, including marijuana.
5. Theft or inappropriate removal or possession of CEA property or the property of fellow employees; unauthorized use of CEA equipment and/or property for personal reasons.
6. Possession, distribution, solicitation, sale, transfer, or use of alcohol or unauthorized or dangerous drugs or controlled substances as defined under state or federal law, including marijuana, in the workplace, while on duty, or while operating CEA-owned vehicles or equipment.
7. Fighting, threatening, or coercing fellow employees on CEA property or during working hours, for any purpose.
8. Boisterous or disruptive activity in the workplace.
9. Negligence or any careless action leading to damage of CEA-owned or customer-owned property, or which endangers the life or safety of another person.
10. Obscene or abusive language toward any supervisor, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on CEA premises.
11. Insubordination or other disrespectful conduct; refusing to obey instructions properly issued by a supervisor pertaining to work.
12. Violation of security or safety rules or failure to observe safety rules and/or practices; failure to wear required safety equipment; tampering with CEA equipment or safety equipment.
13. Creating or contributing to unsanitary conditions in the workplace.
14. Smoking in prohibited areas.
15. Any act of harassment, discrimination, or retaliation.
16. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
17. Excessive absenteeism without a valid excuse; failure to report an absence or late arrival.
18. Unauthorized absence from workstation during the workday; sleeping or loitering during working hours.

19. Unauthorized use of telephones, mail system, or other CEA-owned equipment.
20. Originating, spreading, or taking part in malicious gossip or rumors about employees of CEA.
21. Unauthorized disclosure of business "secrets" or confidential information; giving confidential or proprietary information to competitors or other organizations or to unauthorized CEA employees; breach of confidentiality of personnel or CEA information.
22. Violation of CEA rules or policies.
23. Unsatisfactory or careless work; failure to meet production or quality standards.
24. Soliciting during working time; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on CEA premises.
25. Gambling on CEA property.
26. Failure to immediately report any damage or accident involving CEA equipment or vehicles or safety violations.
27. Failure or refusal to comply with the work schedule, including mandatory overtime.
28. Using, removing, or borrowing CEA equipment or property without prior authorization.
29. The use of abusive or threatening language or actions toward anyone.

Performance Evaluations

CEA encourages an open dialogue between an employee and his or her supervisor on an informal, regular basis. CEA believes this type of interaction increases job satisfaction for both an employee and CEA.

Formal performance evaluations will be conducted annually or with frequency dependent on length of service, job position, past performance, changes in job duties, or recurring performance problems. After an evaluation, employees will be asked to sign the evaluation report to acknowledge that it has been presented to them and discussed with them by their supervisor, and that they are aware of its contents.

Positive performance evaluations do not guarantee increases in salary, bonuses, or promotions. Salary increases, bonuses, and promotions are solely within the discretion of CEA, and depend upon many factors in addition to performance.

Customer and Public Relations

The success of CEA depends upon the quality of the relationships between CEA, its employees, and customers, contractors, and the general public. Customers' impression of CEA and their interest and willingness to do business with CEA are formed by how CEA serves them.

The opinions and attitudes that customers have toward CEA can be affected for a long period of time by the actions of just one employee. It is sometimes easy to take a customer for granted, but

when that occurs, CEA runs the risk of not only losing that customer, but their associates, friends, or family who also may be customers or prospective customers.

Here are several actions employees can take to help give customers a good impression of CEA:

1. Treat customers with courtesy and given proper attention at all times. Never regard a customer's questions or concerns as an interruption or an annoyance. Customer inquiries, whether in person or by telephone, must be addressed promptly and professionally.
2. Never place a telephone caller on hold for an extended period of time. Direct incoming calls to the appropriate person and make sure that the call is answered.
3. Act competently and deal with customers in a courteous and respectful manner. Through their conduct, an employee should show their desire to assist the customer in obtaining the help that he or she needs. If an employee is unable to help a customer, they should find someone who can.
4. All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates an employee's commitment to those with whom CEA does business.
5. Never argue with a customer. If a problem develops or if a customer remains dissatisfied, an employee should ask their supervisor to intervene.
6. Communicate pleasantly and respectfully with customers and other employees at all times.

Confidentiality

Employees are responsible for safeguarding confidential information obtained during their employment with CEA, including financial information obtained from customers and private information about other employees.

Employees may in no way reveal or divulge any such information unless it is necessary in the performance of their duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by an employee's supervisor.

If an employee is questioned by someone outside CEA or their department and is concerned about the appropriateness of disclosing certain information, the employee is not required to answer. Instead, employees should, as politely as possible, refer the request to their supervisor or the CEO or designee.

It is also important to remember that employees may not disclose or use proprietary or confidential information except as their job requires. Employees may not keep or retain any originals or copies of reports, notes, proposals, customer lists or other confidential and proprietary documents, equipment, supplies, or property belonging to CEA. Any and all copies or originals of reports and

notes belong to CEA and must be turned over to CEA within twenty-four (24) hours of termination of employment.

An employee is not permitted to remove or make copies of any CEA records, reports or documents without prior management approval. Employees shall not post confidential information about CEA, customers, employees, or affiliates on any social media. Disclosure of confidential information could lead to termination, as well as other possible legal action.

Cybersecurity and Data Privacy

All CEA employees must protect sensitive and confidential data from unauthorized access or disclosure. Employees must:

- Use strong passwords and secure systems.
- Report suspicious emails or data breaches immediately.
- Access and store data only on approved systems.
- Avoid using public Wi-Fi for accessing CEA data without a secure VPN.
- Protect customer data in compliance with CEA's Protection of Confidential Information, Privacy and Confidentiality and Advanced Meter Infrastructure Data Security and Privacy policies.

Violations may result in disciplinary action up to and including termination.

Conflicts of Interest

Employees must avoid actual or potential conflicts of interest with CEA. If an employee is found to have a conflict of interest, they may be subject to discipline, including termination. Certain designated employees will be required to file Statements of Economic Interest (Form 700s) and follow applicable law. Employees should contact their supervisor with any questions about this policy. Prohibited activities include, but are not limited to:

1. Having a direct or indirect financial relationship with a CEA customer, vendor, or supplier; however, no conflict will exist in the case of ownership of less than 1 percent (1%) of a publicly traded corporation.
2. Engaging in any other employment or personal activity during work hours, or using CEA's name, logo, equipment or property, including stationery, office supplies, computers, telephones, fax machines, postage, and office machines, for personal purposes.
3. During work time, soliciting CEA employees, suppliers, or customers to purchase goods or services of any kind for non- CEA purposes, or to make contributions to any organizations or in support of any causes.
4. Soliciting or entering into any business or financial transaction with another employee whom the soliciting employee supervises, either directly or indirectly, such as hiring the

employee to perform personal services or soliciting the employee to enter into an investment.

Solicitation

An employee is not permitted to solicit or distribute literature during working time. Working time includes both the employee's working time and the working time of the employee to whom the solicitation or distribution is directed.

If employees wish to distribute fundraising items such as cookies, candy, and coupon books for sale, they may place them in their workstations or CEA break rooms.

Political Activities and Political Expression

CEA recognizes the right of employees to participate in political activities as private citizens. However, as a public agency, CEA must ensure compliance with applicable state and federal laws regarding political activities in the workplace.

To maintain the integrity and neutrality of CEA operations, the following guidelines apply:

- Employees may not engage in political activities during work hours or while performing their official duties.
- Employees may not use CEA resources, including computers, phones, email, internet access, printers, or office supplies, for political purposes or to advocate for or against any political candidate, ballot measure, or political cause.
- Employees are prohibited from displaying or distributing political materials in the workplace during work hours in a manner that disrupts operations or creates the appearance of official endorsement by CEA.
- Employees are free to express personal political views outside of the workplace and outside of working hours, provided such expressions do not imply CEA endorsement or violate other CEA policies (e.g., code of conduct, social media policy).
- Employees holding public-facing or managerial roles should take additional care to avoid the appearance of political bias or influence while acting in their official capacity.
- CEA employees must comply with California Government Code § 3201–3209 and other applicable laws that prohibit certain political activities by public employees.

CEA will not discriminate or retaliate against employees for lawful political activity conducted on their own time and without the use of CEA resources.

Media Contact

If an employee is contacted by a news organization regarding CEA business, they should direct the inquiry to his or her supervisor or the CEO or designee.

Employment of Friends or Relatives

The employment of friends and 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 CEA does not prohibit the hiring of friends and relatives of existing employees, CEA is committed to monitoring situations in which friends or relatives work in the same area. In the event of an actual or potential problem, CEA's response may include reassignment or termination of one or both of the employees involved. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with an employee is similar to that of persons who are related by blood or marriage, or one who is a domestic partner.

Personal Relationships in the Workplace

CEA 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, CEA asks that if an employee becomes romantically involved with another employee that they disclose that relationship to a supervisor with whom they feel comfortable. This information will be kept as confidential as possible. For purposes of this provision, "romantically involved" will be interpreted broadly. CEA reserves the right to take necessary and appropriate action to resolve any potential conflict of interest arising out of romantic involvement among employees. Depending on the facts of the situation, such action may include reassignment or termination of one or both of the employees involved.

CEA is committed to maintaining a professional work environment where all employees are treated fairly and impartially. Accordingly, supervisors are not allowed to date, or become romantically or intimately involved with, employees who report to them directly or indirectly. Also, spouses and immediate family members are prohibited from working in positions where they directly report to, or are reported to, their spouses or family members. Personal relationships very often cause problems in the workplace, such as a lack of objectivity towards the subordinate's job performance, the perception of favoritism by other employees (whether justified or not), and potential discrimination complaints.

For purposes of this policy, "immediate family" includes significant others (such as unmarried couples who live together), domestic partners, step-parent and step-child relationships, in-law relationships, grandparents and cousins (including analogous relationships with the parents and children of an employee's significant other). This policy covers all family-like relationships, regardless of blood or legal relationships.

Employees who are currently dating one another, or employees who are married or related and report to or supervise each other, may request to be transferred in order to comply with this policy.

When possible, CEA will attempt to accommodate such requests. Please understand, however, that CEA reserves the right not to transfer employees based on conflicting business considerations.

Unprofessional behavior in the workplace, such as sexually related conversations, inappropriate touching another employee (i.e., kissing, hugging, massaging, sitting on laps), and any other behavior of a sexual nature, is prohibited.

If two employees marry or become related, causing actual or potential conflicts or problems such as those described, only one of the employees will be retained with CEA unless reasonable accommodations can be made to eliminate the actual or potential conflict or problem. The employees will have thirty (30) calendar days to decide which relative will remain employed by CEA. If this decision is not made in the time allowed, the CEO or designee will make the decision, taking the employment history and job performance of both employees as well as the business needs of CEA into account. Supervisors who have any questions about the application of this policy to an employee or applicant should contact the CEO or designee.

Dress Policy

An employee is expected to dress and groom in accordance with accepted social and business standards, particularly if their job duties involve dealing with customers or visitors in person. A neat, tasteful appearance contributes to the positive impression on CEA's customers.

Business casual dress is generally expected which should include business-appropriate shoes, slacks or nice jeans without holes, pantsuits, dresses, skirts, and shirts (and possibly suits and ties, when appropriate). Violating dress code standards may subject employees to appropriate disciplinary action.

Day-to-Day Operations

Electronic Systems and Privacy

CEA's electronic communications systems, electronic communications, and electronic storage are CEA property and are intended for CEA business. Employees have no expectation of privacy in connection with the use of electronic systems, including stored e-mail/voice mail/text messages or any messages sent electronically or CEA owned or issued devices. All messages created, sent, received, or stored in these systems are and remain the property of CEA. CEA reserves the right to retrieve and review any message composed, sent, or received via the systems. Please note that even when a message is deleted or erased, it is still possible to retrieve the message; therefore, the ultimate privacy of messages cannot be ensured to anyone.

To safeguard and protect the proprietary, confidential, and business-sensitive information of CEA, and to ensure that the use of all electronic systems and equipment is consistent with CEA's

legitimate business interests, authorized representatives of CEA 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 CEA correspondence, and all messages sent electronically may be read by other CEA employees and third parties 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 CEA has business needs to access the employee's email inbox, text messages, or voicemails, (3) when CEA receives a legal request that requires disclosure of the messages, or (4) when CEA has reason to believe the employee is using e-mail in violation of CEA policies.

Workplace Monitoring

Workplace monitoring, both human and electronic, may be conducted by CEA to ensure quality control, employee safety, compliance with CEA policies, security, and customer satisfaction.

CEA is sensitive to employees' legitimate privacy rights; every effort will be made to see that workplace monitoring is done in an ethical and respectful manner.

Application of Policies

CEA's policies and standards apply to conduct that occurs in the workplace and while an employee is on duty, wherever they happen to be. They may also apply to activities that occur during an employee's own time, outside of work, if the activities have an actual or potential impact on the employee's performance, the performance of coworkers, or CEA. Employees should therefore understand that they are responsible for certain activities that occur on their own time both to the employer and third parties. Nothing in this handbook prevents employees from exercising their broad rights to discuss the terms and conditions of employment with others, to take action with others to improve working conditions, or to otherwise exercise their rights to engage in protected concerted activity.

Travel Expense Policy

CEA will reimburse employees for work-related travel expenses such as transportation, overnight accommodations, and meals pursuant to CEA's Travel Policy.

Technology Allowance (including Internet and Cell Phone)

CEA will provide a monthly allowance to each Full-Time employee to help cover the cost of home internet access and personal cell phone use, as established in CEA's Employee Benefits Policy. This allowance will be provided as part of the regular paycheck as taxable income.

Driving Record and Insurance

As a condition of employment, CEA requires employees to maintain an acceptable driving record if they drive for CEA business. Any accidents or traffic violations must be reported to a supervisor immediately if they occur during the course of an employee's duties. Employees will be responsible for any tickets they receive while driving on CEA business whether in an CEA vehicle or personal vehicle. Failure to report an on-the-job motor vehicle accident, no matter how minor, will lead to disciplinary action, up to and including termination. Additionally, employees who are required to drive for CEA business are required to maintain the level of insurance required by the state of California. A copy of the employee's insurance card must be on file before he or she will be allowed to drive for CEA business.

Health and Safety

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all CEA activities. CEA wants to protect every employee against injury and illness, as well as minimize the potential loss of production. To achieve CEA's goal of maintaining a safe workplace, everyone must be safety conscious at all times.

In compliance with California law, and to promote a safe workplace, CEA maintains an Injury and Illness Prevention Plan (IIPP). The IIPP is available for employee review.

Smoking Policies

Smoking, use of e-cigarettes, or vapor products is not allowed in any enclosed area of the building, or within 25 feet of any entrance of the building. Smoking is allowed only during breaks and lunch and only outside of the office or building.

Workplace Violence

In compliance with California law, CEA maintains a Workplace Violence Prevention Plan (WVPP) which all employees will be trained on and receive a copy of.

Employee Suggestion Program

We encourage employees to bring forward suggestions and ideas about how CEA can be made a better place to work and service to customers enhanced. When employees see an opportunity for improvement, they should discuss this with their supervisor. All suggestions are valued and listened to.

Paid Time Off (PTO) and Employee Benefits

Vacation

Eligibility

CEA believes that taking time away from work is essential to maintain both good physical and mental health. To this end, CEA encourages all employees to take full advantage of their earned vacation. Payment in lieu of time-off is not permitted by CEA.

Vacation will accrue for Full-Time employees as follows:

Employment Seniority	Days Accrued/ Year	Hours Accrued/Year	Hours Accrued/ Pay Period	Maximum Accrual (Hours)
Hire date to end of 2nd year of employment	15	120	5.00	180
Beginning of 3rd year to end of 6th year	20	160	6.67	240
Beginning of 7th year and after	25	200	8.33	300

Part-Time Employees will accrue vacation on a pro-rated basis based on the employee's full-time equivalent (FTE), also known as percent full-time. For example, if an employee is regularly scheduled to work 3 days per week (i.e. 60% of a full-time schedule), vacation accrual will be 60% of the full schedule shown above.

For both Full-Time and Part-Time Employees, vacation begins accruing upon an employee's date of hire. Vacation accrual may not exceed 1.5 times the annual accrual level. For example, an employee who has been an employee for 4 years, accruing 160 hours per year, will stop accruing vacation hours once he or she has accrued 240 hours. Once this maximum is reached, all further accruals will cease until leave is taken.

Vacation benefits do not accrue when an employee is on unpaid leave or during other periods of unpaid absence, except as required by law.

At the end of employment, eligible employees will be paid for accrued but unused vacation, up to the maximum accrual amount. Any accrued vacation at the end of employment will be paid at the employee's then-current base pay rate but will not include overtime or any special forms of compensation such as incentive, commission, bonuses, or shift differentials.

Vacation can be used in minimum increments of one (1) hour for Non-Exempt Employees. Exempt Employees may use vacation in half day or full day increments.

To schedule planned vacation, employees need to request advance approval from their supervisor. It is generally appreciated if employees can provide their time off plans with as much notice as possible. Requests will be reviewed based on a number of factors, including business needs and

staffing requirements. Length of employment may determine priority in scheduled vacation times. Vacation is paid at an employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Sick Leave

In accordance with the Healthy Workplaces, Healthy Families Act of 2014, sick leave will accrue and be used according to the terms outlined in this policy.

All Full-Time Employees will accrue eight (8) hours per month (or 96 hours per year), accruing at the rate of 4.0 hours per pay period. The maximum accrual is one hundred forty-four (144) hours of sick leave. Upon reaching the maximum accrual level, further sick leave will not accrue until the sick leave is used and the accrual falls below the maximum threshold. Part-time employees will accrue sick leave based on their FTE percentage subject to a minimum of twenty-four (24) hours per year.

Sick leave use of less than three (3) hours in one day will not be deducted from the employee's sick leave accruals.

Out of respect for everyone in the workplace, employees should not come to work if they are sick. If an employee comes to the office and is sick, they may be sent home.

If the need to use paid sick leave is foreseeable, employees must provide CEA with reasonable advance notification. If the need to use paid sick leave is not foreseeable, employees should provide notice to their immediate supervisor of their intent to use paid sick leave as soon as practicable, preferably no later than one hour after their scheduled start time. Employees who must leave work due to illness or sick leave condition should likewise advise their supervisor. It is the responsibility of every employee to keep his or her supervisor advised as to the anticipated duration and expected date of return.

Accrued, but unused sick leave will not be paid out at the end of employment. If an employee is separated and rehired by the employer within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated, and the employee shall be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring.

Sick leave may run concurrently with any other leave where permitted by state and federal law.

Employees will not be discriminated or retaliated against for taking or requesting leave in accordance with this policy.

Sick leave pay will be used to supplement any payments that an employee is eligible to receive from state disability insurance, or workers' compensation. The combination of any such disability payments and sick leave pay cannot exceed an employee's normal weekly earnings.

Sick leave for Part-Time Employees

Sick leave for Part-Time Employees is provided in accordance with the California Healthy Workplace, temporary employees are eligible to accrue five (5) days or forty (40) hours of paid sick leave annually, with accrual at one (1) hour per thirty (30) hours worked. Leave accruals may carry over from year to year up to a maximum 80 hours. There is no cash out for sick leave upon termination.

Accrued paid sick leave may be used for:

1. The diagnosis, care, or treatment or preventive care of an existing health condition, for an employee; or
2. The diagnosis, care or treatment or preventative care of an existing health condition for an employee's family member. For the purposes of sick leave under this policy, CEA defines "family member" as the employee's spouse or registered domestic partner and/or either of their parents, sibling, child, child's spouse, grandparents, or grandchildren. Special consideration will also be given to any other person whose association with the employee is similar to any of the above relationships; or
3. Up to five (5) days of sick leave may be used as bereavement leave to take time off due to the death of an immediate family member. This is in addition to the time off described in the Bereavement Leave section of this employee handbook.

Paid Family Leave (PFL) Insurance

All employees who take time off to care for a seriously ill family member (child, parent, grandparent, grandchildren, in-laws, spouse or registered domestic partner) or bond with a new child may be eligible to receive replacement wages for up to six (6) weeks during any twelve (12) month period, under California's Paid Family Leave program. This program is funded with employee contributions through the State Disability Insurance (SDI) Program. Such contributions are deducted from each employee's paycheck. Even though employees may be eligible to receive Paid Family Leave insurance benefits, a leave of absence must still be requested and approved as defined in CEA's leave policies. This leave does not mandate any guarantee that an employee's job will be available when they are ready to return.

Personal Leaves of Absence

Occasionally, for medical, personal, or other reasons, employees may need to be temporarily released from the duties of their job with CEA. It is the policy of CEA to allow its eligible employees to apply for and be considered for certain specific leaves of absence.

All requests for leaves of absence shall be submitted in writing to the employee's supervisor. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable. When an employee becomes aware of a need for leave, requests should be provided at least thirty (30) days in advance. If a need for leave is not foreseeable, employees should follow CEA's customary notice and procedural requirements for requesting leave. Failure to return to work as scheduled from an approved leave of absence or to inform the employee's supervisor of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment. While on a leave of absence employees may not obtain other employment or apply for unemployment insurance. If either of these instances occurs, employees may be viewed as having voluntarily resigned from CEA.

Employees will not accrue vacation, or sick leave while on an unpaid leave of absence.

Medical Leaves of Absence

An employee seeking leave relating to a medical condition should refer to CEA's Family and Medical Leave, Pregnancy Disability Leave, And Military Family Leave Policy. If an employee does not qualify for leave under policy, CEA may provide leave pursuant to the following:

Jury Duty or Witness Leave

CEA encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees will be paid their regular wages while on jury duty.

Employees must show the jury duty or witness summons to their supervisor as soon as possible so that arrangements can be made to cover the absence. An employee is expected to report for work whenever the court schedule permits. If an employee is called for jury duty during a particularly busy time, CEA may ask the employee to request the court to postpone the mandatory jury duty to a more convenient time. Employees retain all fees paid for appearing, plus transportation reimbursements received, if any.

Military Leave

Military leave will be administered in accordance with state and federal law. The employee is required to submit a written request to their immediate supervisor as soon as the employee is informed of the date of their military service so that work schedules can be arranged. The Uniformed Services Employment and Reemployment Act of 1994 governs reemployment rights after military service and protects against discrimination based on military service and protects against discrimination based on military service training and applies to all employers.

Employees should refer to CEA's Family And Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy for information regarding military family leave.

Pregnancy Disability Leave

Employees should refer to CEA's Family and Medical Leave, Pregnancy Disability Leave, And Military Family Leave Policy for information on pregnancy disability leave.

Reproductive Loss Leave

Employees are entitled to up to five (5) days of unpaid leave following their own reproductive loss event (including miscarriage, failed surrogacy, failed adoption, unsuccessful assisted reproduction, or stillbirth.) or that of another person – such as a spouse or partner – if the employee would have been the parent of the child born or adopted.

- Leave for reproductive loss does not need to be taken on consecutive days, but must be taken within three (3) months following the loss.
- Employees may use accrued vacation, sick leave, or unpaid leave for the absence.
- Employees may take up to twenty (20) days per year for multiple qualifying loss events.

CEA will not retaliate against employees who request or take Reproductive Loss Leave.

Holidays

CEA's offices will be close in observance of the following holidays:

Holiday	**Date**
1. New Year's Day	January 1
2. Martin Luther King Jr Day	3rd Monday in January
3. President's Day	3rd Monday in February
4. Memorial Day	Last Monday in May
5. Juneteenth	June 19
6. Independence Day	July 4
7. Labor Day	1st Monday in September
8. Veteran's Day	November 11
9. Thanksgiving	4th Thursday of November
10. Day after Thanksgiving	Friday after Thanksgiving
11. Winter Holiday Break (6 days)	December 24 through December 31

When a holiday (other than the days included in the Winter Holiday Break) falls on a Saturday it will usually be observed on the preceding Friday. When a holiday falls on a Sunday, it will usually be observed on the following Monday. Holiday observance will be announced in advance. Holiday pay is paid to employees as if they had worked their normal workday.

Non-Exempt Employees who work on the above holidays, due to customer job requirements, will receive regular earned wages in addition to holiday pay. Part-Time employees and Interns are not eligible for holiday pay. Eligibility for holiday pay begins upon date of hire. In order to earn holiday pay, employees must be regularly scheduled to work on the day on which the holiday is

observed and must work or be using accrued vacation on the regularly scheduled working days that immediately precede and immediately follow the holiday, unless an absence on either is approved in advance by their supervisor.

Bereavement Leave

In compliance with the California Family Rights Act, CEA provides Full-Time and Part-Time employees, who have been employed with CEA for at least 30 days, up to five (5) days' paid bereavement leave in the event of a death in the employee's qualifying family member. The leave does not need to be taken consecutively but must be completed within three months of the date of death. For purposes of bereavement leave, a "family member" includes:

- Spouse or domestic partner
- Child
- Parent
- Sibling
- Grandparent
- Grandchild
- Parent-in-law

If an employee needs to take bereavement leave, the employee should contact their supervisor. A supervisor may also approve additional unpaid bereavement leave. The supervisor may request documentation of the death of the family member, such as death certificate, obituary, or written verification from a mortuary or funeral home. If requested, the employee must provide the documentation within thirty (30) days of the first date of leave.

CEA will not retaliate against employees for taking bereavement leave and will maintain confidential any documents provided and information related to the bereavement leave.

Benefits

CEA has developed and invested in an employee benefit program to supplement employees' regular wages. CEA will continue these benefits as CEA resources allow. However, CEA reserves the right to change or eliminate any benefit program at any time (including increasing the employee's share of the cost).

Insurance Benefits

Medical, Dental and Vision Insurance:

CEA provides access to medical, dental and vision insurance plans for eligible employees and their dependents. Employees may be required to provide adequate proof of the dependent relationship to add the dependents to CEA's insurance policies. Typically proof of the relationship may be established through a copy of a birth certificate, adoption documents, marriage license, or

certificate of registered domestic partnership. CEA cannot guarantee a domestic partner relationship will be kept confidential.

Full-Time employees and Part-Time employees who are regularly scheduled to work a minimum of thirty (30) hours per week are eligible for CEA's medical, dental, and vision insurance coverage. Each employee becomes eligible on the first of the month after starting employment with CEA. For each eligible employee, CEA will pay for the amount up to the combined total of the premium cost of the most expensive plans offered by CEA for medical, dental and vision insurance for Employee-Only coverage. In addition, CEA will pay 50% of the premium cost of the same coverage for eligible dependents. In the event that an employee elects coverage that costs less than the most expensive options that are offered, the difference in the cost for Employee-Only coverage can be applied to offset the employee-required portion of dependent coverage. In no event will employees receive any cash back from the cost differences.

Deductions from the employee's regular paycheck will be made to cover any dependent premium costs. Information describing medical, dental and vision insurance benefits will be given to an employee when they become eligible to participate in the program. Eligible employees who elect not to receive medical insurance coverage from CEA must provide proof of adequate medical coverage from an alternate source within thirty (30) days of becoming eligible through CEA for the benefit. Such election will be effective as of the employee's eligibility date and will remain in effect until the start of the next open enrollment period. Employees who have declined CEA medical insurance coverage and want to continue to decline coverage must provide proof of adequate medical coverage once per year, no later than 30 days prior to CEA's open enrollment period.

For the duration of any leave of absence, health and life insurance benefits ordinarily provided by CEA, and for which an employee is otherwise eligible, will be continued until the last day of the month in which the leave begins. For the duration of a pregnancy disability leave, health and life insurance benefits ordinarily provided by CEA, and for which an employee is otherwise eligible, will be continued for the duration of the pregnancy disability leave. During this time, an employee will be required to contribute the employee portion of the premium on the same basis as they would have been required during their normal working relationship, including payment of any premium for the dependent coverage they have elected.

Employees should direct any questions regarding medical, dental and/or vision insurance to the CEO or designee.

This handbook contains a number of brief summaries of the benefit programs that CEA provides for eligible employees; it does not contain full statements of all of the terms, conditions, and limitations of the plans. If there are any real or apparent conflicts between the brief information in this handbook and the terms, conditions and limitations of the official plan documents, the

provisions of the official plan documents will control. An is employee is encouraged to review all plan documents carefully to become familiar with the provisions of the plans.

Section 125 (Cafeteria Plan)

Through the flexible spending account or the health savings account, an employee may designate an annual dollar amount of their before-tax income to pay for certain eligible expenses. Particular care should be taken to assure that the funds required in the flexible spending account are not over-estimated as unused funds cannot be returned to the participant at the end of the plan year. Please refer to the booklets for information about the program. If an employee needs additional information or change forms, they should speak with the CEO or designee.

Retirement Plan

CEA provides eligible employees with a defined contribution program through Empower which is composed of two parts:

1. CEA provides a contribution of 7.5% of salary for each employee into a 401(a) retirement plan. CEA's contributions to the 401(a) plan vest in equal annual amounts over five (5) years based on the first day of employment.
2. Employees may voluntarily contribute to a 457(b) deferred compensation plan according to IRS limits.
    a. Employees that contribute to the 457(b) plan are eligible for an additional contribution by CEA into the 401(a) plan. CEA will match up to a maximum 5% of salary that each employee contributes to the 457(b) deferred contribution plan (described above) in any given calendar year. CEA's matching contributions will be made to the **401(a)** retirement plan. CEA's contributions vest in equal annual amounts over five (5) years based on the first date of employment

Disability Insurance

CEA pays the full cost of short-term and long-term disability insurance in the event an employee is unable to work due to illness or injury. Coverage is at 60% of the base compensation at the time of disability up to a maximum of $10,000 per month. Coverage begins on the first day of the month following the start of employment. In the case that employment starts on the first day of the month, coverage begins on that day.

Life and Accidental Death and Dismemberment Insurance

CEA will pay the full cost of life insurance coverage of up to $50,000 for Full-Time employees. This insurance is payable in the event of the employee's death, in accordance with the terms of the insurance policy, while the employee is insured. Employees may change their beneficiary whenever they wish by submitting the appropriate documents to the CEO or designee. Employees

should refer to the literature provided by CEA's insurance agency for details on life insurance coverage.

An employee is also eligible to apply for Supplemental Life Insurance in excess of the basic $50,000 level for themselves or their eligible spouse and/or dependents, in accordance with the terms of the insurance policy. The cost of Supplemental Life Insurance is fully paid by employees through regular payroll deductions.

State Disability Insurance

If an employee is unable to work due to a non-work related medical condition or injury they may be entitled to State Disability Insurance (SDI). SDI benefits are paid by the state and are financed from mandatory payroll tax deductions from all employees' wages. Questions regarding SDI benefits should be directed to the CEO or designee or the state's Employment Development Department.

Workers' Compensation

CEA, in accordance with state law, provides insurance coverage for employees in case of a work-related injury. To ensure that an employee receives any workers' compensation benefits to which they may be entitled, an employee will need to:

1. Immediately report any work-related injury to their supervisor; and
2. Seek medical treatment and follow-up care if required; and
3. Complete a written Employee's Claim Form (DWC Form 1) and return it to their supervisor. If applicable, employees may also need to provide CEA with certification from their healthcare provider regarding the need for leave and the employee's ability to return to work from the leave.

CEA or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of their voluntary participation in any off-duty recreational, social, or athletic activity that is not part of their work-related duties.

Domestic Partners

CEA believes that basic medical/dental/vision coverage should be available to employees and their dependents. To recognize non-traditional family arrangements and to demonstrate CEA's commitment to its community of employees and their families, CEA has instituted this Domestic Partners Policy. This policy gives employees the opportunity to cover registered domestic partners. CEA wishes to make it clear that it cannot guarantee confidentiality of the relationship once a domestic partner is covered under this policy. Employees should see the CEO or designee for more information.

Cal-COBRA

The California Continuation Benefits Replacement Act (Cal-COBRA) gives qualified employees and their dependents the opportunity to continue health insurance coverage under CEA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Under Cal-COBRA, employees or their beneficiary pays the full cost of coverage at CEA's group rates. In addition, employees or their beneficiary may be required to pay an administration fee. CEA will provide employees with a written notice describing rights granted under Cal-COBRA when they become eligible for coverage. The notice contains important information about an employee's rights and obligations.

Leave to Victims of Crime or Abuse (including Domestic Violence, Sexual Assault, Stalking, or Serious Violent

Employees who are either victims or have a family member (i.e., child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person) who is a victim of domestic violence, sexual assault, stalking, or an act, conduct or pattern of conduct that includes: (1) an individual causing bodily injury or death to another individual; (2) an individual exhibiting, drawing, brandishing, or using a firearm, or other dangerous weapon, with respect to another individual; or (3) an individual using or making a threat, whether actual or perceived, to use, force against another individual to cause physical injury or death (collectively referred to as "qualifying acts of violence") may take unpaid leave for up to twelve (12) weeks for any of the following purposes:

1. To obtain or attempt to obtain relief, such as a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or family member;
2. To seek, obtain, or assist a family member to seek or obtain medical attention in relation to injuries caused by a qualifying act of violence;
3. To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence;
4. To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence;
5. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence;
6. To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare;

7. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
8. To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
9. To prepare for, participate in, or attend any legal proceedings related to the qualifying act of violence;
10. To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

For purposes of this policy, "designated person" means an individual related to the employee by blood or whose association with the employee is the equivalent of a family member. Employees are limited to one designated person per 12-month period.

In addition, an employee who has been a victim or has a family member who has been a victim of a serious or violent felony, or felony relating to theft or embezzlement, may take time off work to attend judicial proceedings related to the crime, including any proceeding involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which the right of the victim is at issue. Such employees may also take time off to obtain relief, including obtaining a restraining order or other injunctive relief, to help ensure their health and safety or the health and safety of their child.

CEA may require proof of the employee's participation in these activities, such as providing their supervisor a copy of the court notice given to the victim of each scheduled proceeding before taking time off, unless advance notice to the CEA of the need for time off is not feasible. Whenever possible, employees must provide their supervisor reasonable notice before taking any time off under this policy. When advance notice is not feasible, the employee must provide CEA with documentation evidencing the basis for the time off within a reasonable time after the absence. The documentation may be a police report documenting the individual was a victim of a specified crime; a court order or other evidence from the court the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim; 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 a specified offense; or any other form of documentation that verifies that the crime occurred.

Employees may elect to use accrued paid sick leave time or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, Exempt Employees will be paid their full salary for any workweek interrupted by the need for time off under this policy. Leave under this policy does not extend the time allowable under the "Family and Medical Leave" policy in this handbook.

No employees will be subject to discrimination or retaliation because of their status as a victim of a crime or abuse, including crime or abuse related to domestic violence, sexual assault or stalking. Victims of a crime or abuse, including crime or abuse related to domestic violence, sexual assault or stalking, may request other accommodations in the workplace such as implementation of safety measures.

Time Off to Vote

If an employee does not have sufficient time outside of working hours to vote in a statewide election, employees may, without loss of pay, take off up to two hours of working time to vote. Such time must be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. An employee must notify CEA at least two working days in advance to arrange a voting time.

Volunteer Emergency Duty Leave

CEA will allow unpaid time off to employees who perform emergency duty as a volunteer firefighter, reserve peace officer, emergency rescue personnel, an officer, employee, or member of a disaster medical response entity sponsored or requested by the state. If an employee is a volunteer firefighter, or performs other emergency personnel duties, they must supervisor so that the supervisor will be aware of the fact that they may have to take time off for emergency duty. When possible, an employee must provide CEA with advance notice of the need for the time off. Time away from work will be without pay, unless an employee wishes to use accrued vacation or sick leave to cover the period of absence.

Return to Work and Modified Duty Policy

CEA is committed to returning injured employees to modified or alternative work as soon after a work-related injury as possible. The program is intended to provide CEA's employees with an opportunity to continue as valuable members of CEA's team while recovering from a work-related injury and promote speedy recovery, while keeping the employees' work patterns and income consistent. At the same time, CEA benefits from having its employees returning to providing a service and contributing to the overall productivity of the business.

Temporarily modifying job duties or providing the employee with an alternative position will do this. The employee's medical condition along with any limitations or restrictions given by the employee's healthcare provider will be considered as a priority when identifying the modified/alternative position. CEA retains discretion to decide whether to provide modified duty.

Receipt and Acknowledgment of CEA Employee Handbook

I have received my copy of CEA's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

At-Will Employment

I further understand that my employment is at-will, and neither CEA nor I have entered into a contract regarding the duration of my employment. I am free to terminate my employment with CEA at any time, with or without cause. Likewise, CEA has the right to terminate my employment with or without cause, at the discretion of CEA. No employee of CEA can enter into an employment contract for a specified period of time or make any agreement contrary to this policy without the written approval from the CEO.

Future Revisions

CEA reserves the right to revise, modify, delete, or add to all policies, procedures, work rules or benefits stated in this employee handbook or in any other document, except for the policy of at-will employment. Any written changes to this employee handbook will be distributed to all employees so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this employee handbook.

Employee's Printed Name _____

Employee's Signature _____ Date _____

Clean Energy Alliance (CEA) Lactation Accommodation Request Form

This form is to be completed by any employee requesting time and space to express breast milk during the workday, in accordance with CEA's Lactation Accommodation Policy and California Labor Code.

Employee Information

- Employee Name: _____
- Job Title: _____
- Department: _____
- Supervisor Name: _____
- Date of Request: _____

Lactation Accommodation Request

1. **Requested Start Date for Lactation Accommodation:**

   _____

2. **Expected Frequency and Duration of Lactation Breaks:** (e.g., 2 times per day for 20 minutes)

   _____

3. **Preferred Time(s) for Lactation Breaks:**

   _____

4. **Preferred Location for Lactation:**

   _____

5. **Do you require any additional accommodations or adjustments?**
   - ☐ Yes ☐ No

     If yes, please describe:

     _____

6. **Will your request involve additional unpaid break time?**
   - ☐ Yes ☐ No

Acknowledgment

I understand that CEA will make reasonable efforts to accommodate my request in accordance with applicable law and internal policy. I agree to communicate any changes to this request with my supervisor as soon as possible.

Employee Signature: _____ Date: _____

Supervisor Review and Response

- ☐ Request Approved
- ☐ Request Approved with Modifications
- ☐ Request Denied (attach explanation and justification for denial)

Notes/Modifications:

Supervisor Signature: _____ Date: _____

HR Use Only

- Date Received: _____
- Filed By: _____
- Notes: