



**Silicon Valley Clean Energy Authority  
Executive Committee Meeting**

Thursday, August 4, 2016  
2:00 pm

Rod Sinks, Chair  
City of Cupertino

Rob Rennie, Vice Chair  
Town of Los Gatos

Liz Gibbons  
City of Campbell

Daniel Harney  
City of Gilroy

Jeannie Bruins  
City of Los Altos

John Harpootlian  
Town of Los Altos Hills

Burton Craig  
City of Monte Sereno

Steve Tate  
City of Morgan Hill

John McAlister  
City of Mountain View

Joe Simitian  
County of Santa Clara

Howard Miller  
City of Saratoga

Jim Griffith  
City of Sunnyvale

Sunnyvale Community Center | Recreation Center  
Conference Room  
550 E Remington Drive  
Sunnyvale, CA

**AGENDA**

Call to Order

Roll Call

Public Comment on Matters Not Listed on the Agenda

*The public may provide comments on any item not on the Agenda. Speakers are limited to 3 minutes each.*

Consent Calendar

1a) Approve Minutes for the July 21, 2016, Executive Committee Meeting

Regular Calendar

- 2) Proposal for HR services (Discussion)
- 3) Compensation Schedule (Action)
- 4) Employee Handbook (Discussion)
- 5) Finance and Banking Arrangement (Discussion)
- 6) Cash Flow Analysis (Discussion)

Committee/Staff Remarks

Adjourn

[svcleanenergy.org](http://svcleanenergy.org)

505 W Olive Avenue  
Suite 130  
Sunnyvale, CA, 94086

Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Clerk for the Authority at (408) 730-7483. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.105 ADA Title II).



**Silicon Valley Clean Energy Authority  
Executive Committee Meeting**

Thursday, July 21, 2016  
2:00 pm

Sunnyvale Community Center | Recreation Center  
Conference Room  
550 E Remington Drive  
Sunnyvale, CA

**DRAFT MINUTES**

**Call to Order**

Chair Sinks called the meeting to order at 2:10 p.m.

**Roll Call**

**Present:**

Director Liz Gibbons, City of  
Director Daniel Harney, City of Gilroy  
Director Howard Miller, City of Saratoga  
Vice Chair Rob Rennie, Town of Los Gatos  
Chair Rod Sinks, City of Cupertino

**Absent:**

Director John McAlister, City of Mountain View

**Public Comment on Matters Not Listed on the Agenda**

No speakers.

**Consent Calendar**

**1a) Approve Minutes of the July 7, 2016, Executive Committee Meeting**

Director Miller commented that there were some instructions and directions to staff relating to item number six that were not noted in the minutes.

Director Gibbons agreed that the notes should be more inclusive with more clarity that reflects the content and direction of staff; Chair Sinks also concurred that more detail should be included.

MOTION: Director Miller moved and Vice Chair Rennie and Director Gibbons seconded the motion to adopt the minutes with a minor addition on item number six to reflect that staff was directed to look at third party options to procure HR/benefits, and to direct staff for future minutes to include more detail on direction to staff.

The motion carried unanimously with Director McAllister absent.

**Regular Calendar**

**2) Office Space Update (Discussion)**

CEO Tom Habashi provided a status report on the office space search and responded to Executive Committee questions.

CEO Habashi narrowed his search down to three prospective properties, one of which will be discussed in more detail in a closed session with the Board next month.

Director Miller commented that prior to signing the lease, SVCE should request that the property manager not opt out of receiving service from the authority; CEO Habashi noted that he will mention it during lease negotiations.

Director Miller, Chair Sinks, and Director Gibbons gave feedback that they agreed on the approach to request that the facility get its power from SVCE.

The Committee discussed the office space and its relationship to the SVCE budget. CEO Habashi stated that he will bring a worksheet at the next executive committee meeting which will show monthly expenditures; a more detailed budget will be brought to the Board before January.

Director Gibbons suggested an update on the budget to the Board at the next meeting.

### **3) Job Classifications for Remaining Positions (Discussion)**

CEO Habashi introduced Shawn Marshall of LEAN Energy, US to answer questions relating to the job classifications.

Director Gibbons inquired about licenses, and continuing education. Marshall stated that it would be something for CEO Habashi to consider; CEO Habashi stated that it will be something he'll look into.

Director Gibbons supported the discussion at the July 7 Executive Committee meeting on outsourcing human resources and inquired if there were legal services that could be outsourced.

SVCE is evaluating the number of staff in the most effective way of staffing the organization and have looked at outsourcing to consultants. The Executive Committee and Board are working with staff to evaluate the cost over time.

Director Miller commented and Director Gibbons seconded appreciation of the level of detail in the classifications.

CEO Habashi gave an update on researching companies for human resources administrative work. A recommendation will be brought to the executive committee on August 4.

Materials on results of a salary survey based on the identified SVCE positions as well as a survey on package comparison will also be brought to the August 4 meeting.

### **4) Personnel Policies (Discussion)**

Kristina Alfaro with the City of Cupertino presented the SVCE Employee Handbook and answered executive committee questions.

Director Miller gave suggestions and provided examples of items for consideration including an employee acknowledgement page, delegation of authority, and some suggested language.

Staff will review and consider Director Miller's recommendations.

CEO Habashi commented that due to frequent changes in employee handbooks, he will ask the Board for the authority to make such changes without requiring Board approval.

Director Gibbons inquired about 700 form submission requirements; Staff will review job descriptions for the 4 Directors and if warranted, include form 700 form. The committee discussed mandating 700 forms at the executive level.

The committee discussed bond financing and guidelines on public comment from the Board regarding financials. Staff will look at bond financing liability as well as other trainings that staff thinks would be valuable for the Board and combine all in one session.

Director Gibbons made suggestions to the manual including providing a date on each page and formatting in areas; staff will look at items and incorporate.

The Committee discussed having a range of salaries as opposed to a step system. Once the market survey is complete, the Committee will have the information to determine the minimum and maximum.

Staff will adjust the language in the manual regarding increases to make it more flexible.

#### **Committee/Staff Remarks**

The Committee discussed the Diablo Canyon closure and its effect on SVCE.

Chair Sinks announced that he will be on vacation during the August Board meeting.

The Committee discussed press coverage; Director Gibbons and Director Harney will give Misty Mersich, Outreach Coordinator, contact information to reporters.

Director Gibbons suggested putting a sunset clause on the authorization for the CEO and Chair to write letters on SVCE's behalf.

The Committee discussed workshop availability; Staff will evaluate the responses. If not enough consensus is received additional weekday options will be added.

Vice Chair Rennie announced that Director Gibbons set up a speaking opportunity with the League of Women Voters chapter.

#### **Adjournment**

Chair Sinks adjourned the meeting at 3:43 p.m.



July 27, 2016

Silicon Valley Clean Energy Authority  
505 West Olive Avenue, Suite 130  
Sunnyvale, CA 94086

Dear Tom,

Thank you so much for providing HR to Go with this opportunity to furnish information about our Human Resources services. We propose to help you with human resources consulting services on an outsourced basis, as we discussed. We understand what a crucial need it is to have updated and legally compliant documents and systems so you can make Silicon Valley Clean Energy Authority an even "greater place to work."

After reviewing your needs during our conversation, it appears that your objectives center on accomplishing these goals:

1. Provide human resources consulting services as needed to help ensure legal compliance and support existing human resources functions in place.
2. Create an employee handbook to incorporate current laws and regulations.
3. Provide forms for compliance with all aspects of the employment process.
4. Provide you with insurance, payroll & timekeeping services.

Also, it appears that your objectives center on finding a consulting and service provider with the following qualifications.

- State and local credibility;
- Local capabilities committed to providing responsive and cost-effective service;
- HR and Legal Compliance systems tailored for your type of organization;
- Develop an ongoing relationship for periodic consultation as needs arise; and
- Knowledgeable and innovative people.

This information will demonstrate that HR to Go has these qualifications. We're committed to helping you achieve your unique human resource needs, legal compliance issues and customized training, while providing timely, responsive, and cost-effective service.

In the sections following this overview, you will find information about our company, people, and special strengths, and the ways we can work with you to provide clear solutions to employer problems.



## OUR CLIENTS AND LOCAL CAPABILITIES

We serve a wide range of clients from the following industries:

Non- Profit and Not for Profit Organizations	Insurance and Education
Manufacturing and Construction	Public Relations and Legal
High Technology	Bio Technology and Medical

Locally, our Sacramento office offers a full range of training and consulting services provided by our professional staff of consultants. We will give you personalized service. We are excited about this opportunity to contribute to the efficiency and success of your company.

## OUR TECHNOLOGY

HR to Go is a leader in applying both legal and practical issues in a simple and straightforward way, to help streamline your hiring and retention challenges in today's competitive marketplace.

After you review this information, please call me at 916.897.6954 for further information. We are eager to work with you and present our services, to help you remain competitive in today's working environment.

Sincerely,

*Janelle*

Janelle Arsich  
Human Resources Consultant  
HR to Go



## YOUR PROPOSED PROJECT TEAM

Our work for you would be under the general direction of Janelle Arsich, who will allocate those resources needed to serve your company. To assist you in assessing the qualifications of the time that will be available to serve your firm, following are brief descriptions of each individual's resume.

Depending on the scope of the work to be performed and staff level needed to complete the required tasks; we assign staff with the appropriate skills and experience to help ensure that they will work well with your employees.

Our style is to take the initiative to bring useful and innovative ideas to your attention. In addition, we are flexible: depending on your needs, we are available to do as much or as little as you request. The following are the members of your project team:

### Janelle Arsich, PHR:

As our Operations Manager and HR Generalist, Janelle does everything!! She has over 13 years of experience in the Human Resource field as well as several years in business administration. Janelle's focus is on recruiting, employee relations, performance management, payroll & accounting, background and reference checks, benefits administration and seminar logistics, to name a few of the many services she provides to our clients. Janelle is an expert at developing web-based surveys and researching the current laws. She's always cheerful, and self-motivated, always putting forward a positive team effort, and willingly does all tasks with enthusiasm.

### Irene Chun, SPHR:

With over 15 years of human resources experience, Irene has been directly involved with virtually every aspect of human resources administration. Some key areas of her expertise include: employee relations, benefits administration, policy and procedures, internal investigations, and exempt/non-exempt recruitment. Additionally, Irene brings a working knowledge of payroll processes to our team. Irene believes that success in today's marketplace depends largely upon the degree to which the human resources function is allied as a strategic business partner.

### Melanie Olson, MA, PHR:

Melanie Olson has held key HR management positions and has provided extensive human resources support to both small and large businesses including experience working with not for profit organizations. Melanie brings over 10 years of experience with virtually every aspect of human resources administration. Some key areas of expertise include: development of the human resources function to incorporate best practices, employee relations, policy and procedures, internal investigations, retirement plan and benefits administration, managing organizational change, and leave of absence administration.

### Tiffany Harris:

Tiffany Harris is a dual licensed agent in life and health and fire/casualty insurance. She has established and maintained strong relationships with community officials and multiple insurance providers throughout Sacramento and the Central Valley. Tiffany has over 18 years experience in the insurance industry working for a fortune 50 insurance company. Tiffany has experience in every aspect of the insurance industry from sales management, community relations, corporate event planning and marketing. Some key areas of her expertise include: health benefits, general Liability, small business insurance, restaurant insurance, professional liability and worker's compensation. Tiffany has a B.S. in Business Management from the University of Phoenix.



**Cassey Lavilla:**

As our Office Assistant, Cassey is always ready and willing to lend a hand to anyone who needs help. With over four years of administrative support experience, Cassey is able to complete and provide assistance with a wide range of projects such as recruiting, job descriptions, handbook edits, employee file audits and routine office tasks. Cassey's willingness to learn and her "can-do" attitude give her the opportunity to exercise her versatility, while maintaining patience and a smile during a busy work day. Cassey is a graduate from Sacramento State University and holds a Bachelor's degree in Family & Consumer Sciences.

**Nicole Guttridge:**

As our HR Coordinator, Nicole works as a supportive and cooperative Human Resource team member providing service and administration activities to HR Consultants. Nicole is responsible for evaluating, interviewing and recommending applicants to HR Consultants. She performs file audits, background and reference checks, as well as conducts new employee orientations and safety meetings to foster a positive attitude toward organizational objectives. Nicole also manages sensitive and confidential matters and protects the security of information, data, and files. She received her degree in Business Administration from Simpson University.



## Attached as Exhibit "A" to Agreement with Silicon Valley Clean Energy Authority

HR to Go will provide human resources consulting services to Silicon Valley Clean Energy Authority as follows:

### Full Service Human Resource Consulting

- Create a CA Compliant Employee Manual to ensure recent laws and court decisions have been incorporated, including best practices and proper language has been used.
- Provide yearly updates to your Employee Manual as needed.
- Review your existing Illness and Injury Prevention Program for your office environment (SB198, OSHA) – and update as needed.
- Implement standard OSHA workplace safety protocols according to your current Illness and Injury Prevention Plan.
- Provide recommendations on employee terminations and exits.
- Create new hire and termination packets with all required forms and brochures.
- Act as your health insurance broker during the year and at open enrollment time to assist in benefit choices and new hire paperwork completion. Shop around for benefit plans to ensure you're getting the best possible plans, coverages and rates. *(No additional charge for this broker service, but included with everything. Client is responsible for payment of medical premiums through Cal Choice)*
- Act as your workers' compensation broker and shop the market for the best possibly policy for your organization. *(No additional charge for this broker service, but included with everything. Client responsible for payment of W/C premium)*
- Assist with workers' compensation claim filing and administration.
- Furnish a Managers Survival Guide for addressing personnel issues and legal compliance including over 50 necessary forms for optimum business management. Essential forms include:
  - Job application
  - Interview checklists and tools
  - New hire checklist
  - Offer letter
  - Confidentiality agreement
  - Authorization for payroll deduction
  - Personal physician designation
  - Performance review forms
  - Pre-termination checklist (risk factors)
  - Termination checklist
- Provide consulting assistance to the management team on employee performance, discipline and other HR issues as they arise; provide coaching to managers and staff to improve performance and morale; advise on all employee separations.
- Provide performance management tools and forms.
- Provide legally required employment posters for each year.
- Review and update current job descriptions (complaint with ADA, FLSA, and OSHA regulations) for each position.
- Review exempt and non-exempt positions to ensure they are classified correctly based on state and federal regulations and provide a checklist for future determination.



- Manage all employee's leaves of absences, including sending out required letters and tracking time off.
- Provide a personnel file contents checklist to ensure everything required is contained in the personnel files.
  - Organize and assemble personnel files to ensure items are filed correctly. Supplies charged separately.
  - Furnish a model personnel file as a reference for filing of future employment paperwork and documentation.
  - Create a legally compliant recordkeeping system for the following items:
    - I-9 documentation
    - Emergency contacts
- Oversee all harassment claims and investigations.
- Review wage, benefit or employee surveys as necessary.
- Provide one year **unlimited** Human Resources advisory services via phone, email or fax on an as needed basis available Monday through Friday, 9-5.
- Responding to government complaints from DFEH, DOL, OSHA, depositions and hearings, etc., will be billed at an extra hourly rate, if they exceed more than 4 hours of work in any one month.
- Provide on-site visits, as needed to handle onsite issues, employee relations, etc. billed at \$200 per hour.

**TOTAL COST:** \$1,650.00\* per month for a minimum of twelve months. Payment via credit card or ACH required. *5% Discount available for annual balances paid in full upon contract signing.*

*\* Pricing reflects a non-profit discount.*

### **Timekeeping & Payroll Processing**

- Prepare and distribute payroll checks, on a bi-weekly basis.
- Process direct deposit of wages to bank accounts.
- Paystubs are available on line to support paperless operation, or they can be overnight mailed to location of choice.
- Provide customized web based human resource software solution to eliminate duplication of tasks, streamline the process and support a paperless operation.
  - Track employee sick & vacation accruals
  - Allows user to access over 100 reports which can be organized for your specific needs
- Process year end W2s.
- Conduct payroll data maintenance.
- Provide blank checks to enable processing of onsite, manual checks as needed.
- Process federal, state and local withholding and tax deposits.
- Administer payroll related record keeping, audits, inquiries and verifications.
- Payroll software management and accounting (GL) entries – Payroll compatible with most software.
- Manage tax changes.
- Process stop payments or voided checks at \$25.00 per check.



**TOTAL PAYROLL COST:** \$500.00 one time set up fee  
\$10.00 per check processed  
\$1.00 per employee, per month for Self Service Option  
\$50.00 flat fee per month for web clock timekeeping & project allocation tracking (onetime \$100.00 time clock activation).

**CLIENT: Silicon Valley Clean Energy Authority**

By: \_\_\_\_\_  
(Client Rep Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name), individually and as Guarantor of Client Company

**J.D. ALLMAN, INC.  
DBA HR TO GO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Resource Commitments**

HR to Go will provide Janelle Arsich as project leader. She will be continually involved in all aspects of the project and serve as primary interface with designated Silicon Valley Clean Energy Authority staff. We will at various times use other HR to Go consultants and support staff as necessary to successfully complete the objectives of this project. Silicon Valley Clean Energy Authority will provide HR to Go with reasonable access to key management, staff, related documentation, and organization information as appropriate to successfully complete this project.



## References

We are pleased to provide the following references for you to contact regarding our professional services, consultants' work ethic and expertise.

CA Speech Language Hearing Association  
Shawn Talbot, Executive Director  
[stalbot@csha.org](mailto:stalbot@csha.org)  
(916) 921-1568

Landmark Construction  
Joe Bittaker  
[joe@landmarkconst.net](mailto:joe@landmarkconst.net)  
(916) 663-1953

North Natomas Transportation Management Association  
Becky Heieck  
[becky@nntma.org](mailto:becky@nntma.org)  
(916) 419-9955



July 27, 2016

Silicon Valley Clean Energy Authority  
505 West Olive Avenue, Suite 130  
Sunnyvale, CA 94086

Re: Consulting Agreement Terms and Conditions

Hello:

This letter is to confirm our agreement with respect to the provision of human resources consulting services by or with J.D. Allman, Inc., dba HR to Go, a California corporation ("HR to Go") and Silicon Valley Clean Energy Authority ("Client").

1. **Services.** HR to Go shall provide the services specifically set forth in the attached exhibits (the "Exhibits"). HR to Go does not provide legal services. The Client is urged to consult legal counsel with legal questions regarding statutory compliance, regardless of the general advice that HR to Go may provide regarding safety and human resource matters.
2. **Term.** The term of this agreement shall begin on the date of this letter agreement (the "Effective Date") and shall continue up to and including the one (1) year anniversary of the Effective Date. This agreement shall automatically renew for successive one-year terms, unless either party gives written notice of its election not to renew the term at least sixty (60) days prior to the end of the then current term.
3. **Compensation.** In consideration for the Services provided by HR to Go, Client shall pay the fees set forth in the Exhibits. Prior to commencing the Services, Client shall pay the fees due for the first month in advance. In addition, the Client shall reimburse the reasonable and ordinary expenses incurred by HR to Go in the performance of HR to Go's duties hereunder, including printing costs and products ordered by mutual agreement. Payments to HR to Go shall be made within five (5) days of submission of invoice to the Client. Payments that are late shall be subject to a charge of 1½% per month.
  - a. Project work is often front-end loaded and may be completed before the end of the agreed time frame. In the event that HR to Go completes the project before the agreed upon time line, Client agrees to continue to make all payments due. Clients on a payment plan may opt to pay the remainder of the balance in full at the completion of the project.
4. **Independent Contractor.** HR to Go is an independent contractor and is not Client's agent for any purpose whatsoever. HR to Go has no authority to make any commitments on Client's behalf or to bind Client in any way whatsoever. Since HR to Go is an independent contractor, Client will not withhold income or social security taxes.



5. **Termination; Liquidated Damages.** Either party may terminate upon a material breach of the terms of this Agreement, if the breaching party fails to cure such material breach within thirty (30) days after prior written notice; provided, however, if Client fails to pay the fees owed pursuant to this Agreement within five (5) days after submission of an invoice, HR to Go may terminate for material breach immediately thereafter. The parties hereby acknowledge that it would be difficult to ascertain the nature and amount of damages in the event of a material breach of this Agreement by Client. Generally, HR to Go is required to provide more intensive involvement and resources in the first 6 months of the term. Many of the Services are front-loaded, requiring additional time setting up policies, procedures, making assessments and conducting intake interviews of the Clients' staff. With the foregoing in mind, the parties agree to the following schedule of liquidated damages, which both parties agree are reasonable in light of the circumstances described above:

- a. If Client materially breaches the Agreement prior to the three (3) month anniversary of the Effective Date, Client shall pay a termination fee to HR to Go equal to 20% of the total fees that would have been owed for a three (3) month period, calculated as set forth in the Exhibits. Such termination fee shall be in addition to any fees actually paid.
- b. If Client materially breaches the Agreement after the three (3) month anniversary of the Effective Date, but prior to the six (6) month anniversary thereof, Client shall pay a termination fee to HR to Go equal to 10% of the total fees that would have been owed for a three (3) month period, calculated as set forth in the Exhibits. Such termination fee shall be in addition to any fees actually paid.
- c. If Client materially breaches the Agreement after the six (6) month anniversary of the Effective Date, but prior to the six (6) month anniversary thereof, Client shall pay a termination fee to HR to Go equal to 5% of the total fees that would have been owed for a three (3) month period, calculated as set forth in the Exhibits. Such termination fee shall be in addition to any fees actually paid.

In the event of termination of this Agreement, HR to Go shall have no further duty, obligation or responsibility under this Agreement after the effective date of the termination. Under no circumstances will HR to Go be obligated to notify any of the Client's employees of the termination of this Agreement. The Client shall be obligated to make all payments required hereunder, regardless of termination.

6. **Nondisclosure.** Client shall not discuss terms and conditions contained herein, including financial terms, with any subcontractor, associate or similar party retained by HR to Go to provide Services to Client.

7. **Non-Solicitation.** During the term of this Agreement, and for six months after the expiration of the initial consulting agreement and renewal periods, Client agrees that it will pay a finder's fee to HR to Go if:

- a. Client or any of its personnel retains or attempts to retain, directly or indirectly, for itself or for another party, the services of one of HR to Go's consultants or employees to which



Client has been introduced or has received information regarding such person through HR to Go; and;

- b. An HR to Go consultant or employee shall be deemed retained by Client without regard to who initiated contact or his or her status as an employee, independent contractor, partner or otherwise.
  - c. The amount of the finder's fee shall be Twenty-Five Thousand Dollars (\$25,000.00) per employee or consultant retained by Client.
8. **Confidentiality.** HR to Go agrees that it will not copy, reproduce, make any unauthorized use of or disclose to any other person or firm any of Client's confidential or proprietary information given to or made available to HR to Go in the performance of the Services; provided, however, HR to Go is hereby permitted to include Client's name and logo in its customer lists and identify the general nature of the Services provided to Client for marketing purposes. The nature of the work performed by HR to Go may necessitate that confidential information is given to HR to Go by individuals in your employ. HR to Go agrees to present such information in a manner that will maintain trust of, and when possible or necessary, the identity of employee.
9. **Entire Agreement; Amendments; Modifications; No Third Party Beneficiaries.** This Agreement and the exhibits hereto constitute the entire agreement of the parties and supersede any prior oral or written agreements. No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by both parties. No third parties are intended to benefit from the terms of this Agreement.
10. **Client Implementation and Responsibilities.** Client accepts the responsibility to ensure that the implementation of all employment related policies and to keep such policies current and properly implemented according to the laws that apply to its operations. HR to Go human resources management and training services and related materials are not intended to be a replacement for Employers Practices Liability Insurance, which is a separate form of insurance to protect an employer from employee lawsuits. The rates on these policies are usually based on the proactive steps that a company has taken toward abiding by the employment laws.
11. **Limitation on Liability; Indemnification; Appearances.** Under no circumstances shall HR to Go be liable for any loss of business, revenue or profits or for incidental, consequential, special or punitive damages. HR to Go's liability shall be limited to the amount of fees actually received by HR to Go during the three-month period before the event causing such liability to arise.

Client agrees to defend, indemnify and hold harmless HR to Go against all third party (e.g., employees, vendors, independent contractors, etc.) claims regarding the Services rendered on behalf of the Client, except to the extent that the Services were provided in a manner that constituted gross negligence or willful misconduct by HR to Go.

The Client understands that, in the event it is required to respond to any inquiry by or make any appearance before any administrative or regulatory agency or body, such as the California



Employment Development Department, it shall be the Client's sole responsibility to do so, and HR to Go shall have no obligation to respond or make any appearance on the Client's behalf. In the event HR to Go is asked to participate or is subpoenaed to attend a deposition or trial or provide records because of litigation by third parties or audits/ requests by government agencies, HR to Go shall provide reasonable cooperation. HR to Go shall respond timely to requests for records, will use its commercially reasonable efforts to be available for deposition and/or trial and meet with Client at its request to prepare for depositions or trial. Client agrees to compensate HR to Go for all such time spent at an hourly rate of Two Hundred Fifty Dollars (\$250.00) per hour, billed in quarter hour increments.

12. **Attorneys Fees.** If any action or other proceeding is brought for the enforcement or the interpretation of this Agreement or because of an alleged dispute, default or misrepresentation in connection with any of its provisions, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in any action or proceeding, in addition to any relief to which it may be entitled.
13. **Consent to Jurisdiction; Forum Selection; Governing Law.** This Agreement may be enforced in the Superior Court of the State of California for the County of Sacramento or in the U.S. District Court, Eastern District of the State of California. This Agreement shall be governed by and construed under the laws of the State of California, without regard to conflict of law principles.
14. **Counterparts.** This Agreement may be executed in any number of counterparts (including facsimile signature, digital signature or PDF) each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

If the foregoing terms of this Agreement are acceptable, please indicate your acceptance by signing below and returning it to me. This letter will then constitute a binding agreement between us.

**CLIENT: Silicon Valley Clean Energy Authority**

By: \_\_\_\_\_  
(Client Rep Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name), individually and as Guarantor of Client Company

\_\_\_\_\_  
(Date)



J.D. ALLMAN, INC.  
DBA HR TO GO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



### Staff Report – Item 3

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To: Silicon Valley Clean Energy Executive Committee

From: Tom Habashi, CEO

**Item 3: Compensation Schedule**

Date: 8/4/2016

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#### **RECOMMENDATION**

Recommend to the SVCEA Board of Directors approval of SVCE Compensation Schedule (shown in Attachment I).

#### **BACKGROUND**

During its meeting of July 7, 2016, staff recommended an Organization Chart to the SVCE Executive Committee. The committee requested that staff review the need for Human Resources Manager and consider instead relying on an outside vendor to handle staff recruitment and the administration of employee payroll and benefits. Staff updated the organization chart to reflect this direction and on July 21, 2016 shared job descriptions for all of the remaining positions to be hired by SVCE during its first year of operations. In addition, staff moved ahead with plans to conduct a salary survey to develop the compensation package for all approved positions.

#### **ANALYSIS & DISCUSSION**

Staff contracted with Bryce Consulting (Shellie Anderson, Principal) to conduct a salary survey to aide in setting SVCE staff compensation. Five agencies were chosen for comparison purposes including, Marin Clean Energy, Sonoma Clean Power, Northern California Power Agency, the City of Palo Alto Utility and Silicon Valley Power (the City of Santa Clara's electric utility). The analysis sought to consider subtle differences in job descriptions, differences in cost of living and the relative size of service area. The attached SVCE Compensation Schedule represents the control point at which SVCE will budget for labor cost. Expected compensation may range from 25% below to 5% above the control point. Staff will work with professional HR consultants to develop the benefit package and associated agreements for Board consideration during their September meeting. Including the cost of benefits, labor costs for SVCE are expected to be less than 1.5% of annual operating revenue for the Authority.

#### **ATTACHMENTS**

1. SVCE Compensation Schedule
2. Bryce Consulting Salary Survey Results

## Compensation Schedule

<b>Classification</b>	<b>Mean</b>	<b>Median</b>	<b>Highest</b>	<b>Avg Mean/High</b>	<b>Avg Med/High</b>	<b>Recommended</b>
Account Rep.	8,272.00	8,223.00	9,143.00	8,707.50	8,683.00	8,700.00
Account Service Mgr.	10,343.00	10,291.00	11,623.00	10,983.00	10,957.00	11,000.00
Admin. Analyst	8,632.00	8,584.00	9,167.00	8,899.50	8,875.50	8,900.00
Admin. Assistant	5,766.00	5,746.00	5,857.00	5,811.50	5,801.50	5,800.00
Board Clerk	9,663.00	9,960.00	11,232.00	10,447.50	10,596.00	10,600.00
Community Outreach Mgr	10,728.00	9,123.00	14,969.00	12,848.50	12,046.00	12,100.00
Community Outreach specialist	6,106.00	6,067.00	6,417.00	6,261.50	6,242.00	6,300.00
Dir Admin and Finance	15,362.00	16,273.00	19,929.00	17,645.50	18,101.00	16,000.00
Dir Marketing	13,166.00	13,166.00	14,665.00	13,915.50	13,915.50	14,000.00
Dir Power Supply	15,589.00	15,464.00	16,161.00	15,875.00	15,812.50	18,000.00
Finance Mgr General	13,166.00	13,463.00	15,621.00	14,393.50	14,542.00	14,600.00
Council	20,695.00	20,591.00	22,233.00	21,464.00	21,412.00	21,400.00
Power Contract Mgr	12,516.00	11,721.00	15,511.00	14,013.50	13,616.00	13,600.00
Power Resource Planning	9,974.00	9,751.00	11,250.00	10,612.00	10,500.50	10,500.00
L/R Analyst	10,419.00	10,180.00	10,914.00	10,666.50	10,547.00	10,500.00

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Silicon Valley Clean Energy  
Total Compensation Study  
July, 2016

Classification	Labor Market Mean Base	Labor Market Mean Total Cash	Labor Market Total Mean Compensation	Comparability
Account Representative II	\$8,272	\$8,639	\$10,482	4
Account Services Manager	\$11,570	\$12,092	\$14,222	4
Administrative Analyst	\$8,632	\$8,824	\$11,050	4
Administrative Assistant	\$5,766	\$5,976	\$7,820	5
Board Clerk-Executive Assistant to the CEO	\$9,663	\$9,995	\$11,941	4
Community Outreach Manager	\$10,728	\$10,997	\$12,969	3
Community Outreach Specialist	\$6,106	\$6,436	\$8,207	3
Director of Finance and Administration	\$15,362	\$15,713	\$17,952	5
Director of Marketing and Public Affairs	\$13,166	\$14,249	\$16,107	2
Director of Power Resources	\$15,589	\$16,224	\$18,425	4
Finance Manager	\$13,709	\$13,709	\$16,169	3
General Counsel and Director of Government Affairs	\$20,695	\$21,235	\$23,599	4
Power Contracts and Compliance Manager	\$12,516	\$12,899	\$15,192	5
Power Resource Planning and Programs Analyst	\$9,974	\$10,200	\$12,429	4
Regulatory-Legislative Analyst	\$10,104	\$10,419	\$12,554	4

Silicon Valley Clean Energy  
Total Compensation Study  
July, 2016

Classification	Labor Market Median Base	Labor Market Median Total Cash	Labor Market Total Median Compensation	Comparability
Account Representative II	\$8,223	\$8,618	\$10,495	4
Account Services Manager	\$11,072	\$11,653	\$13,978	4
Administrative Analyst	\$8,584	\$8,692	\$10,932	4
Administrative Assistant	\$5,746	\$5,746	\$7,825	5
Board Clerk-Executive Assistant to the CEO	\$9,960	\$10,398	\$12,076	4
Community Outreach Manager	\$9,123	\$9,123	\$11,679	3
Community Outreach Specialist	\$6,067	\$6,183	\$8,339	3
Director of Finance and Administration	\$16,273	\$16,273	\$18,945	5
Director of Marketing and Public Affairs	\$13,166	\$14,249	\$16,107	2
Director of Power Resources	\$15,464	\$15,926	\$18,405	4
Finance Manager	\$13,463	\$13,463	\$15,343	3
General Counsel and Director of Government Affairs	\$20,591	\$20,906	\$23,279	4
Power Contracts and Compliance Manager	\$11,721	\$11,925	\$14,748	5
Power Resource Planning and Programs Analyst	\$9,751	\$9,751	\$12,302	4
Regulatory-Legislative Analyst	\$10,180	\$10,477	\$12,666	4

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Account Representative II</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Utilities Key Account Representative	\$8,544	0%	\$0	\$0	\$0	\$8,544	\$0	\$1,931	\$215	\$16	\$15	\$11	\$0	\$124	\$10,856	0%	\$0	\$10,856	
Marin Clean Energy	Account Manager II	\$7,901	0%	\$0	\$790	\$0	\$8,691	\$800	inc	inc	inc	\$30	\$9	\$0	\$604	\$10,134	0%	\$0	\$10,134	
Northern California Power Agency	No Comparable Class																			
Silicon Valley Power (City of Santa Clara)	Key Customer Representative	\$9,143	0%	\$0	\$0	\$229	\$9,372	\$0	\$949	\$22	\$9	\$4	\$43	\$50	\$699	\$11,148	0%	\$0	\$11,148	
Sonoma Clean Energy	Account Representative	\$7,500	0%	\$0	\$450	\$0	\$7,950	\$1,250	inc	inc	inc	\$15	\$0	\$0	\$574	\$9,789	0%	\$0	\$9,789	
<b>Labor Market Mean</b>		<b>\$8,272</b>					<b>\$8,639</b>									<b>\$10,482</b>			<b>\$10,482</b>	
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b>Labor Market Median</b>		<b>\$8,223</b>					<b>\$8,618</b>									<b>\$10,495</b>			<b>\$10,495</b>	
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b># of Comparable Matches</b>		<b>4</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Account Services Manager</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Manager, Utilities Marketing Services	\$10,521	0%	\$0	\$0	\$0	\$10,521	\$208	\$2,378	\$215	\$16	\$19	\$37	\$0	\$153	\$13,546	0%	\$0	\$13,546	Mid-Point listed; Max is \$12,627
Marin Clean Energy	Manager of Account Services	\$11,623	0%	\$0	\$1,162	\$0	\$12,785	\$800	inc	inc	inc	\$30	\$13	\$0	\$781	\$14,409	0%	\$0	\$14,409	
Northern California Power Agency	No Comparable Class																			
Silicon Valley Power (City of Santa Clara)	Senior Key Customer Representative	\$14,969	0%	\$0	\$0	\$374	\$15,343	\$0	\$949	\$22	\$9	\$4	\$43	\$50	\$829	\$17,250	0%	\$0	\$17,250	
Sonoma Clean Energy	Customer Care Manager	\$9,167	0%	\$0	\$550	\$0	\$9,717	\$1,250	inc	inc	inc	\$15	\$0	\$0	\$701	\$11,683	0%	\$0	\$11,683	
<b>Labor Market Mean</b>		<b>\$11,570</b>					<b>\$12,092</b>									<b>\$14,222</b>			<b>\$14,222</b>	
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b>Labor Market Median</b>		<b>\$11,072</b>					<b>\$11,653</b>									<b>\$13,978</b>			<b>\$13,978</b>	
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b># of Comparable Matches</b>		<b>4</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Administrative Analyst</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Management Analyst	\$8,473	0%	\$0	\$0	\$0	\$8,473	\$208	\$1,931	\$215	\$16	\$15	\$37	\$0	\$123	\$11,018	0%	\$0	\$11,018	Mid Point Listed; max is \$10,168
Marin Clean Energy	No Comparable Class																			
Northern California Power Agency	Accountant/Analyst II	\$8,194	0%	\$0	\$0	\$0	\$8,194	\$42	\$1,627	\$224	\$28	\$80	\$26	\$0	\$627	\$10,846	0%	\$0	\$10,846	CP listed; max is \$9422
Silicon Valley Power (City of Santa Clara)	Financial Analyst	\$8,694	0%	\$0	\$0	\$217	\$8,911	\$0	\$949	\$22	\$9	\$4	\$43	\$50	\$665	\$10,654	0%	\$0	\$10,654	
Sonoma Clean Energy	Program Analyst	\$9,167	0%	\$0	\$550	\$0	\$9,717	\$1,250	inc	inc	inc	\$15	\$0	\$0	\$701	\$11,683	0%	\$0	\$11,683	
<b>Labor Market Mean</b>		<b>\$8,632</b>					<b>\$8,824</b>									<b>\$11,050</b>			<b>\$11,050</b>	
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b>Labor Market Median</b>		<b>\$8,584</b>					<b>\$8,692</b>									<b>\$10,932</b>			<b>\$10,932</b>	
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b># of Comparable Matches</b>		<b>4</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Administrative Assistant</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Administrative Associate II	\$5,562	0%	\$0	\$0	\$0	\$5,562	\$0	\$1,931	\$215	\$16	\$10	\$11	\$0	\$81	\$7,825	0%	\$0	\$7,825	
Marin Clean Energy	Administrative Assistant	\$5,857	0%	\$0	\$586	\$0	\$6,443	\$800	inc	inc	inc	\$30	\$7	\$0	\$448	\$7,727	0%	\$0	\$7,727	
Northern California Power Agency	Administrative Assistant/Office Administrator III	\$5,746	0%	\$0	\$0	\$0	\$5,746	\$42	\$1,627	\$224	\$28	\$56	\$18	\$0	\$440	\$8,180	0%	\$0	\$8,180	CP listed; max is \$6607
Silicon Valley Power (City of Santa Clara)	Office Specialist III	\$6,664	0%	\$0	\$0	\$167	\$6,831	\$0	\$949	\$22	\$9	\$4	\$43	\$50	\$510	\$8,417	0%	\$0	\$8,417	
Sonoma Clean Energy	Project Assistant	\$5,000	0%	\$0	\$300	\$0	\$5,300	\$1,250	inc	inc	inc	\$15	\$0	\$0	\$383	\$6,948	0%	\$0	\$6,948	
<b>Labor Market Mean</b>		<b>\$5,766</b>					<b>\$5,976</b>									<b>\$7,820</b>			<b>\$7,820</b>	
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b>Labor Market Median</b>		<b>\$5,746</b>					<b>\$5,746</b>									<b>\$7,825</b>			<b>\$7,825</b>	
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b># of Comparable Matches</b>		<b>5</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Board Clerk-Executive Assistant to the CEO</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	City Clerk	\$11,232	0%	\$0	\$0	\$0	\$11,232	\$208	\$1,931	\$215	\$16	\$20	\$37	\$0	\$163	\$13,822	0%	\$0	\$13,822	Mid Point listed; max is \$13,482
Marin Clean Energy	Board Clerk/Executive Assistant to the CEO	\$8,764	0%	\$0	\$876	\$0	\$9,640	\$800	inc	inc	inc	\$30	\$10	\$0	\$670	\$11,150	0%	\$0	\$11,150	
Northern California Power Agency	No Comparable Class																			
Silicon Valley Power (City of Santa Clara)	Assistant City Clerk	\$11,156	0%	\$0	\$0	\$0	\$11,156	\$0	\$949	\$22	\$9	\$14	\$29	\$50	\$774	\$13,003	0%	\$0	\$13,003	City Clerk is also Auditor and elected; CP listed; max is \$12,272
Sonoma Clean Energy	Executive Assistant	\$7,500	0%	\$0	\$450	\$0	\$7,950	\$1,250	inc	inc	inc	\$15	\$0	\$0	\$574	\$9,789	0%	\$0	\$9,789	
<b>Labor Market Mean</b>		<b>\$9,663</b>																		
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>\$9,995</b>								<b>Market Check</b>					
<b>Labor Market Median</b>		<b>\$9,960</b>																		
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>\$10,398</b>								<b>Market Check</b>					
<b># of Comparable Matches</b>		<b>4</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Community Outreach Manager</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Manager, Communications	\$9,123	0%	\$0	\$0	\$0	\$9,123	\$208	\$1,931	\$215	\$16	\$16	\$37	\$0	\$132	\$11,679	0%	\$0	\$11,679	Mid Point listed; max is \$10,948
Marin Clean Energy	Marketing Manager	\$8,091	0%	\$0	\$809	\$0	\$8,900	\$800	inc	inc	inc	\$30	\$9	\$0	\$619	\$10,358	0%	\$0	\$10,358	
Northern California Power Agency	No Comparable Class																			
Silicon Valley Power (City of Santa Clara)	Electric Division Manager - Customer Service	\$14,969	0%	\$0	\$0	\$0	\$14,969	\$0	\$949	\$22	\$9	\$14	\$29	\$50	\$829	\$16,871	0%	\$0	\$16,871	Over customer service, public relations and communications; CP listed; max is \$16,446
Sonoma Clean Energy	No Comparable Class																			
<b>Labor Market Mean</b>		<b>\$10,728</b>					<b>\$10,997</b>					<b>\$12,969</b>					<b>\$12,969</b>			
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>			
<b>Labor Market Median</b>		<b>\$9,123</b>					<b>\$9,123</b>					<b>\$11,679</b>					<b>\$11,679</b>			
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>			
<b># of Comparable Matches</b>		<b>3</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Community Outreach Specialist</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Program Assistant II	\$6,067	0%	\$0	\$0	\$0	\$6,067	\$0	\$1,931	\$215	\$16	\$11	\$11	\$0	\$88	\$8,339	0%	\$0	\$8,339	
Marin Clean Energy	Community Affairs Coordinator	\$6,417	0%	\$0	\$642	\$0	\$7,059	\$800	inc	inc	inc	\$30	\$7	\$0	\$491	\$8,387	0%	\$0	\$8,387	
Northern California Power Agency	No Comparable Class																			
Silicon Valley Power (City of Santa Clara)	No Comparable Class																			Staff Analyst maintains websites but performs a variety of professional duties related to financial analysis, grant administration, contract management
Sonoma Clean Energy	Communications Assistant	\$5,833	0%	\$0	\$350	\$0	\$6,183	\$1,250	inc	inc	inc	\$15	\$0	\$0	\$446	\$7,895	0%	\$0	\$7,895	
<b>Labor Market Mean</b>		<b>\$6,106</b>					<b>\$6,436</b>									<b>\$8,207</b>			<b>\$8,207</b>	
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b>Labor Market Median</b>		<b>\$6,067</b>					<b>\$6,183</b>									<b>\$8,339</b>			<b>\$8,339</b>	
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b># of Comparable Matches</b>		<b>3</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Director of Finance and Administration</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Director of Administrative Services/Chief Financial Officer	\$16,273	0%	\$0	\$0	\$0	\$16,273	\$208	\$1,931	\$215	\$16	\$29	\$37	\$0	\$236	\$18,945	0%	\$0	\$18,945	Mid Point Listed; max is \$19,528
Marin Clean Energy	Finance Manager	\$12,074	0%	\$0	\$1,207	\$0	\$13,282	\$800	inc	inc	inc	\$30	\$14	\$0	\$787	\$14,913	0%	\$0	\$14,913	
Northern California Power Agency	Administrative Services Assistant General Manager II	\$19,367	0%	\$0	\$0	\$0	\$19,367	\$42	\$1,627	\$224	\$28	\$95	\$43	\$0	\$893	\$22,317	0%	\$0	\$22,317	CP listed; max is \$22,272
Silicon Valley Power (City of Santa Clara)	Director of Finance-Assistant City Manager	\$19,929	0%	\$0	\$0	\$0	\$19,929	\$0	\$949	\$22	\$9	\$14	\$29	\$50	\$901	\$21,903	0%	\$0	\$21,903	CP listed; max is \$21,922
Sonoma Clean Energy	Internal Operations Manager/Assistant to CEO	\$9,167	0%	\$0	\$550	\$0	\$9,717	\$1,250	inc	inc	inc	\$15	\$0	\$0	\$701	\$11,683	0%	\$0	\$11,683	Finance and human resources
<b>Labor Market Mean</b>		<b>\$15,362</b>					<b>\$15,713</b>					<b>\$17,952</b>					<b>\$17,952</b>			
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>			
<b>Labor Market Median</b>		<b>\$16,273</b>					<b>\$16,273</b>					<b>\$18,945</b>					<b>\$18,945</b>			
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>			
<b># of Comparable Matches</b>		<b>5</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Director of Marketing and Public Affairs</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	No Comparable Class																			Manager Communications reports to Director of Utilities
Marin Clean Energy	Director of Public Affairs	\$14,665	0%	\$0	\$1,466	\$0	\$16,131	\$800	inc	inc	inc	\$30	\$14	\$0	\$825	\$17,800	0%	\$0	\$17,800	
Northern California Power Agency	No Comparable Class																			
Silicon Valley Power (City of Santa Clara)	No Comparable Class																			Not using Assistant Director-Marketing and Customer Service
Sonoma Clean Energy	Public Relations and Marketing Director	\$11,667	0%	\$0	\$700	\$0	\$12,367	\$1,250	inc	inc	inc	\$15	\$0	\$0	\$781	\$14,413	0%	\$0	\$14,413	
<b>Labor Market Mean</b>		<b>\$13,166</b>					<b>\$14,249</b>									<b>\$16,107</b>			<b>\$16,107</b>	
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b>Labor Market Median</b>		<b>\$13,166</b>					<b>\$14,249</b>									<b>\$16,107</b>			<b>\$16,107</b>	
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b># of Comparable Matches</b>		<b>2</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Director of Power Resources</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Assistant Director, Resource Management	\$15,265	0%	\$0	\$0	\$0	\$15,265	\$208	\$2,378	\$215	\$16	\$27	\$37	\$0	\$221	\$18,368	0%	\$0	\$18,368	Mid Point listed; max is \$18,320
Marin Clean Energy	Director of Power Resources	\$16,161	0%	\$0	\$1,616	\$0	\$17,777	\$800	inc	inc	inc	\$30	\$14	\$0	\$847	\$19,468	0%	\$0	\$19,468	
Northern California Power Agency	No Comparable Class																			AGM is over all operations
Silicon Valley Power (City of Santa Clara)	Electric Division Manager	\$15,511	0%	\$0	\$0	\$0	\$15,511	\$0	\$949	\$22	\$9	\$14	\$29	\$50	\$837	\$17,421	0%	\$0	\$17,421	CP listed; max is 17,062
Sonoma Clean Energy	Power Services and Procurement Director	\$15,417	0%	\$0	\$925	\$0	\$16,342	\$1,250	inc	inc	inc	\$15	\$0	\$0	\$836	\$18,442	0%	\$0	\$18,442	Optional \$100,000 year bonus
<b>Labor Market Mean</b>		<b>\$15,589</b>					<b>\$16,224</b>					<b>\$18,425</b>			<b>\$18,425</b>					
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>			<b>Market Check</b>					
<b>Labor Market Median</b>		<b>\$15,464</b>					<b>\$15,926</b>					<b>\$18,405</b>			<b>\$18,405</b>					
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>			<b>Market Check</b>					
<b># of Comparable Matches</b>		<b>4</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Finance Manager</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Accounting Manager	\$12,043	0%	\$0	\$0	\$0	\$12,043	\$208	\$1,931	\$215	\$16	\$22	\$37	\$0	\$175	\$14,646	0%	\$0	\$14,646	Mid Point listed; max is \$13,185
Marin Clean Energy	No Comparable Class																			
Northern California Power Agency	Accounting and Finance Treasurer-Controller	\$15,621	0%	\$0	\$0	\$0	\$15,621	\$42	\$1,627	\$224	\$28	\$95	\$43	\$0	\$839	\$18,517	0%	\$0	\$18,517	CP listed; max is \$19,964
Silicon Valley Power (City of Santa Clara)	Accounting Division Manager	\$13,463	0%	\$0	\$0	\$0	\$13,463	\$0	\$949	\$22	\$9	\$14	\$29	\$50	\$807	\$15,343	0%	\$0	\$15,343	
Sonoma Clean Energy	No Comparable Class																			
<b>Labor Market Mean</b>		<b>\$13,709</b>					<b>\$13,709</b>									<b>\$16,169</b>			<b>\$16,169</b>	
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b>Labor Market Median</b>		<b>\$13,463</b>					<b>\$13,463</b>									<b>\$15,343</b>			<b>\$15,343</b>	
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b># of Comparable Matches</b>		<b>3</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>General Counsel and Director of Government Affairs</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	City Attorney	\$19,578	0%	\$0	\$0	\$0	\$19,578	\$208	\$1,931	\$215	\$16	\$35	\$37	\$0	\$284	\$22,304	0%	\$0	\$22,304	Mid Point listed; max is \$23,459
Marin Clean Energy	General Counsel	\$21,603	0%	\$0	\$2,160	\$0	\$23,764	\$800	inc	inc	inc	\$30	\$14	\$0	\$925	\$25,533	0%	\$0	\$25,533	
Northern California Power Agency	Legislative and Regulatory Assistant General Manager II	\$19,367	0%	\$0	\$0	\$0	\$19,367	\$42	\$1,627	\$224	\$28	\$95	\$43	\$0	\$893	\$22,317	0%	\$0	\$22,317	CP listed; max is \$22,272
Silicon Valley Power (City of Santa Clara)	City Attorney	\$22,233	0%	\$0	\$0	\$0	\$22,233	\$0	\$949	\$22	\$9	\$14	\$29	\$50	\$935	\$24,240	0%	\$0	\$24,240	
Sonoma Clean Energy	No Comparable Class																			General Counsel is part time contract position (no benefits)
<b>Labor Market Mean</b>		<b>\$20,695</b>					<b>\$21,235</b>					<b>\$23,599</b>					<b>\$23,599</b>			
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>			
<b>Labor Market Median</b>		<b>\$20,591</b>					<b>\$20,906</b>					<b>\$23,279</b>					<b>\$23,279</b>			
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>			
<b># of Comparable Matches</b>		<b>4</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Power Contracts and Compliance Manager</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Senior Resource Planner	\$11,703	0%	\$0	\$0	\$0	\$11,703	\$208	\$2,378	\$215	\$16	\$21	\$37	\$0	\$170	\$14,748	0%	\$0	\$14,748	Mid Point listed; max is \$14,045; reports to Assistant Director Utilities - Resource Management
Marin Clean Energy	Power Supply Contracts Manager II	\$12,397	0%	\$0	\$1,240	\$0	\$13,637	\$800	inc	inc	inc	\$30	\$14	\$0	\$792	\$15,272	0%	\$0	\$15,272	
Northern California Power Agency	Engineer/Energy Resource Analyst IV	\$11,721	0%	\$0	\$0	\$0	\$11,721	\$42	\$1,627	\$224	\$28	\$95	\$37	\$0	\$782	\$14,555	0%	\$0	\$14,555	CP listed; max is \$13,480
Silicon Valley Power (City of Santa Clara)	Electric Division Manager	\$15,511	0%	\$0	\$0	\$0	\$15,511	\$0	\$949	\$22	\$9	\$14	\$29	\$50	\$837	\$17,421	0%	\$0	\$17,421	CP listed; max is 17,062
Sonoma Clean Energy	Senior Power Services Analyst	\$11,250	0%	\$0	\$675	\$0	\$11,925	\$1,250	inc	inc	inc	\$15	\$0	\$0	\$775	\$13,965	0%	\$0	\$13,965	Broad classification; performs procurement and resource planning
<b>Labor Market Mean</b>		<b>\$12,516</b>					<b>\$12,899</b>					<b>\$15,192</b>					<b>\$15,192</b>			
% SVCE is above or below Labor Market Mean		Market Check					Market Check					Market Check					Market Check			
<b>Labor Market Median</b>		<b>\$11,721</b>					<b>\$11,925</b>					<b>\$14,748</b>					<b>\$14,748</b>			
% SVCE is above or below Labor Market Median		Market Check					Market Check					Market Check					Market Check			
# of Comparable Matches		5																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Power Resource Planning and Programs Analyst</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Resource Planner	\$10,041	0%	\$0	\$0	\$0	\$10,041	\$0	\$1,931	\$215	\$16	\$18	\$11	\$0	\$146	\$12,377	0%	\$0	\$12,377	Broad classification that performs resource planning and legislative and regulatory analysis
Marin Clean Energy	No Comparable Class																			Filled by non-staff
Northern California Power Agency	Engineer/Energy Resource Analyst III	\$9,461	0%	\$0	\$0	\$0	\$9,461	\$42	\$1,627	\$224	\$28	\$92	\$30	\$0	\$724	\$12,227	0%	\$0	\$12,227	CP listed; max is \$10,890
Silicon Valley Power (City of Santa Clara)	Resources Analyst II	\$9,143	0%	\$0	\$0	\$229	\$9,372	\$0	\$949	\$22	\$9	\$4	\$43	\$50	\$699	\$11,148	0%	\$0	\$11,148	Broad classification that performs resource planning and legislative and regulatory analysis
Sonoma Clean Energy	Senior Power Services Analyst	\$11,250	0%	\$0	\$675	\$0	\$11,925	\$1,250	inc	inc	inc	\$15	\$0	\$0	\$775	\$13,965	0%	\$0	\$13,965	Broad classification; performs procurement and resource planning
<b>Labor Market Mean</b>		<b>\$9,974</b>					<b>\$10,200</b>					<b>\$12,429</b>					<b>\$12,429</b>			
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>			
<b>Labor Market Median</b>		<b>\$9,751</b>					<b>\$9,751</b>					<b>\$12,302</b>					<b>\$12,302</b>			
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>					<b>Market Check</b>			
<b># of Comparable Matches</b>		<b>4</b>																		

Survey Agency	Classification Title	Maximum Salary	EE Portion of Retirement Paid by ER (%) (Classic)	EE Portion of Retirement Paid by ER (\$) (Classic)	Deferred Comp	Longevity Pay (Year 10)	Total Cash	Cafeteria Plan	Health	Dental	Vision	Life Insurance	LTD Insurance	RHSA	Social Security / Medi-Care	Total Comp	ER Share of PERS paid by EE (%)	ER Share of PERS paid by EE (\$)	Total Comp Less ER Share of PERS paid by EE	Comments
<i>Silicon Valley Clean Energy</i>	<i>Regulatory-Legislative Analyst</i>	<i>Market Check</i>					<i>Market Check</i>									<i>Market Check</i>			<i>Market Check</i>	
City of Palo Alto	Resource Planner	\$10,041	0%	\$0	\$0	\$0	\$10,041	\$0	\$1,931	\$215	\$16	\$18	\$11	\$0	\$146	\$12,377	0%	\$0	\$12,377	Broad classification that performs resource planning and legislative and regulatory analysis
Marin Clean Energy	Regulatory Analyst II	\$10,320	0%	\$0	\$1,032	\$0	\$11,351	\$800	inc	inc	inc	\$30	\$12	\$0	\$762	\$12,955	0%	\$0	\$12,955	
Northern California Power Agency	Government Relations Representative IV	\$10,914	0%	\$0	\$0	\$0	\$10,914	\$42	\$1,627	\$224	\$28	\$95	\$35	\$0	\$771	\$13,734	0%	\$0	\$13,734	CP listed; max is \$12,250
Silicon Valley Power (City of Santa Clara)	Resources Analyst II	\$9,143	0%	\$0	\$0	\$229	\$9,372	\$0	\$949	\$22	\$9	\$4	\$43	\$50	\$699	\$11,148	0%	\$0	\$11,148	Broad classification that performs resource planning and legislative and regulatory analysis
Sonoma Clean Energy	No Comparable Class																			
<b>Labor Market Mean</b>		<b>\$10,104</b>					<b>\$10,419</b>									<b>\$12,554</b>			<b>\$12,554</b>	
<b>% SVCE is above or below Labor Market Mean</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b>Labor Market Median</b>		<b>\$10,180</b>					<b>\$10,477</b>									<b>\$12,666</b>			<b>\$12,666</b>	
<b>% SVCE is above or below Labor Market Median</b>		<b>Market Check</b>					<b>Market Check</b>									<b>Market Check</b>			<b>Market Check</b>	
<b># of Comparable Matches</b>		<b>4</b>																		



## Staff Report – Item 4

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To: Silicon Valley Clean Energy Executive Committee

From: Tom Habashi, CEO

**Item 4: Employee Handbook**

Date: 8/4/2016

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### **BACKGROUND**

During its meeting of July 21, 2016, the Executive Committee provided suggestions to the first draft of the SVCE Employee handbook.

### **ANALYSIS & DISCUSSION**

Staff reviewed the suggestions and made edits to the first draft. We anticipate many changes once an HR consultant is chosen to assist with implementation.

### **ATTACHMENTS**

I. Revised Employee Handbook



EMPLOYEE HANDBOOK

Silicon Valley Clean Energy  
505 W. Olive Ave., Suite 130

Sunnyvale, CA 94086

Issue Date: August 10, 2016

SVCE Employee Handbook Table of Contents:

Article I.	WELCOME TO SILICON VALLEY CLEAN ENERGY .....	5
Section 1.01	Agency Structure .....	5
Section 1.02	Authority for and Coverage of the Personnel Policies .....	5
Article II.	EMPLOYMENT .....	5
Section 2.01	Nature of Employment.....	6
Section 2.02	Equal Opportunity in Employment.....	6
Section 2.03	Fair Employment Practices: .....	7
Section 2.04	Classification Plan .....	7
Section 2.05	Recruitment.....	8
Section 2.06	Appointments .....	9
Section 2.07	Status Changes.....	11
Section 2.08	Americans With Disabilities Act .....	11
Section 2.09	Supplemental Employment .....	17
Section 2.10	Access to Personnel Files.....	17
Section 2.11	Employment Reference Checks.....	18
Section 2.12	Personnel Data Changes .....	18
Section 2.13	Exit Interviews.....	18
Section 2.14	Social Security Number Privacy .....	18
Article III.	EMPLOYEE CONDUCT .....	19
Section 3.01	Business Ethics and Conduct.....	19
Section 3.02	Conflicts of Interest .....	19
Section 3.03	Non-Disclosure .....	20
Section 3.04	Use of Phone and Mail Systems .....	20
Section 3.05	Alcohol and Drug Abuse .....	21
Section 3.06	Prohibition Against Harassment, Discrimination & Retaliation .....	25
Section 3.07	Discipline.....	31
Section 3.08	Cell Phone Policy .....	33
Section 3.09	Electronic Communications.....	33

Section 3.10	Internet Usage.....	34
Section 3.11	Personal Appearance.....	35
Section 3.12	Solicitation.....	36
Section 3.13	Workplace Monitoring.....	36
Section 3.14	Computer and Email Usage.....	36
Section 3.15	Social Media.....	38
Section 3.16	Return of Property.....	39
Section 3.17	Anti-Bullying Policy.....	39
Article IV.	WORKING CONDITIONS.....	41
Section 4.01	Expectation of Privacy.....	41
Section 4.02	Problem Resolution.....	42
Section 4.03	Life-Threatening Illnesses in the Workplace.....	43
Section 4.04	Visitors in the Workplace.....	43
Section 4.05	Workplace Violence.....	43
Section 4.06	Performance Evaluations.....	45
Section 4.07	Risk Management.....	45
Section 4.08	Telecommuting.....	47
Section 4.09	Reimbursement Of Expenses.....	47
Section 4.10	Credit Cards.....	47
Section 4.11	Use of Equipment/Parking at SVCE Facilities.....	48
Section 4.12	Recycling.....	49
Article V.	BENEFITS.....	50
Article VI.	LEAVES.....	50
Section 6.01	Vacation, Sick, Personal Time off.....	50
Section 6.02	Pregnancy Disability Leave and Paid Family Leave.....	51
Section 6.03	State Paid Family Leave Benefits.....	52
Section 6.04	Military Leave.....	53
Section 6.05	Jury Duty.....	53
Section 6.06	Temporary Disability Benefits:.....	53

Section 6.07 Attendance ..... 53  
Section 6.08 Attendance Records ..... 53  
Section 6.09 Overtime ..... 53  
Section 6.10 State Disability Insurance ..... 54  
Section 6.11 Holidays ..... 54  
Section 6.12 Time Off to Vote ..... 55

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Article I. WELCOME TO SILICON VALLEY CLEAN ENERGY

Section 1.01 Agency Structure

Silicon Valley Clean Energy (SVCE) is a local government joint powers authority that is governed by a Board of Directors, representing each of the member agencies. Each Director is an elected official that is appointed to the SVCE Board of Directors by their agency. Currently, SVCE includes the County of Santa Clara, and the Cities and Towns of Cupertino, Los Gatos, Campbell, Gilroy, Los Altos, Los Altos Hills, Monte Sereno, Morgan Hill, Mountain View, Saratoga, and Sunnyvale.

There are four Board Officers elected by vote of the Board of Directors at public meetings to service as Chair, Vice Chair, Treasurer, and Secretary. SVCE's internal staff is supervised by the Chief Executive Officer (CEO).

Section 1.02 Authority for and Coverage of the Personnel Policies

- (a) Authority: Silicon Valley Clean Energy authorizes the CEO, or his/her designee, to establish and enforce these personnel rules and policies. SVCE's Board of Directors and/or Executive Committee may review this authorization and policies at times, i.e. upon the hiring of a new CEO or upon the contracting with a CEO.
- (b) Coverage: These Policies apply to all employees, except when superseded by a Board of Directors' approved employee contract
- (c) Conflicts with Other Provisions: This document includes policies and rules which govern the personnel system for SVCE. They are intended to set forth general provisions which apply to all SVCE employees. However, if a provision of these Policies conflicts with any provision of an Employment Agreement, or state or federal law, they shall control. In all other cases, these Policies apply.
- (d) Violation of the Personnel Policies: A violation of any Policy contained herein shall be grounds for discipline, up to and including termination from employment.
- (e) Delegation of Authority: Any of SVCE's management staff may delegate any of the responsibilities listed in these Policies to any other appropriate management staff member, regardless of whether the Policy at issue specifically authorizes the delegation of the matter.
- (f) Severability: If any court finds any section, subsection, sentence, clause or phrase of these Policies to be inconsistent with the law, such finding(s) shall not affect the validity of the remaining portion of these Policies.

Article II. EMPLOYMENT

## Section 2.01 Nature of Employment

- (a) Employment with SVCE is entered into voluntarily and both you and SVCE are free to end the employment relationship at any time, for any or no reason, with or without cause or advance notice and without employee right of appeal so long as there is no violation of applicable federal or state law. This is referred to as employment "at-will."
- (b) Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between SVCE and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at SVCE's sole discretion.
- (c) These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Chief Executive Officer of SVCE.
- (d) Note Regarding changes to pages: Occasionally, pages in Silicon Valley Clean Energy's Personnel Rules and Policies must be replaced when typographical errors are discovered or other grammatical/format changes need to be made. These changes are minor in nature and do not alter any rule that would be subject to approval by Silicon Valley Clean Energy's Board of Directors. To keep track of changes, and to ensure that individuals using the Personnel Rules and Policies are referencing the most current version, a Version Date will be noted at the bottom of any page where the contents have been changed (other than where the sole change is a page number due to reformatting) and the CEO or his/her designee will keep the most up to date Personnel Rules.

## Section 2.02 Equal Opportunity in Employment

- (a) In accordance with and in support of equal employment opportunity as specified under Title VII of the Civil Rights Act of 1964, as amended, it is the policy of the Silicon Valley Clean Energy Authority (SVCE) Board of Directors to provide all applicants for employment and all employees with equal opportunity in employment without regard to race, religion, color, sex (including gender, gender identity, gender expression and pregnancy), sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition, genetic information and genetic characteristics, and physical or mental disability or any other protected classification under the law except that SVCE may inquire whether the applicant can

perform the essential job function with or without reasonable accommodation.

The Board of Directors of SVCE hereby resolves as follows:

- (I) *That it is the responsibility of the Chief Executive Officer to ensure that this equal employment opportunity policy is communicated to all present employees, prospective employees, recruitment sources, and the community.*
- (II) *That every employee of Silicon Valley Clean Energy is hereby directed to lend his and her support and cooperation in making equal employment opportunity an integral part of SVCE's program of personnel administration.*

Section 2.03 Fair Employment Practices:

- (a) No question in any test, application form, or in any other personnel proceeding shall be so framed as to attempt to elicit information concerning race, religion, color, sex (including gender, gender identity, gender expression, and pregnancy), sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition, genetic information and genetic characteristics, and physical or mental disability or any other classification under the law, except that SVCE may inquire whether the applicant can perform the essential job function with or without reasonable accommodation.
- (b) Violation of Rules: Violation of the provisions of these Rules may be grounds for disciplinary action.

Section 2.04 Classification Plan

- (a) Preparation of Plan: Human Resources staff shall ascertain and record the duties and responsibilities of all positions and, after consulting with the Chief Executive Officer (CEO) and heads of departments affected, shall recommend a classification plan for such positions. The classification plan shall consist of classes of positions defined by class specification including the title. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class.
- (b) Adoption and Revision of Plan: The classification plan shall be adopted and may be amended from time to time by resolution of the Board of Directors.
- (c) Allocation of Positions: Following the adoption of the classification plan, the CEO or his/her designee shall allocate every regular position to one of the classes established by

the plan. Allocation factors directly relate to duties, responsibilities, and minimum qualifications, and do not include the amount of work performed or other factors related to compensation.

- (d) New Positions: When a new position is created, before it may be filled, the CEO or his/her designee, shall amend the classification plan and except as otherwise provided by these rules, no person shall be appointed or employed to fill any such position until the classification plan has been amended as necessary to provide therefore.
- (e) Reclassification: Positions, the duties of which have changed materially so as to necessitate reclassification, shall be allocated by the CEO or his/her designee to an appropriate class, whether new or already created.

Section 2.05 Recruitment

- (a) Announcement Notices: All examinations for regular positions shall be publicized by posting announcements on official bulletin boards and by such other methods as the CEO, or his/her designee, deems advisable. Special recruitment shall be conducted, if necessary, to insure that all segments of the community are aware of forthcoming examinations. The announcement shall specify the title and pay of the position for which the examination is announced; the nature of the work to be performed; typical duties; qualification requirements for the position; the manner of making application, components of the testing process, and any other pertinent information. Certified copies of college transcripts, motor vehicle driver records, and other documents required during the application process will be identified in the announcement notice.
- (b) Request for Application Forms: Applications will only be provided during the period set forth in the announcement. Internal lists of subsequent job openings will not be maintained.
- (c) Application Forms: Completed applications are required for all open and promotional positions. All applications must be signed by the person applying. Resumes are not accepted in lieu of completed applications.
- (d) Disqualification: The CEO, or his/her designee, shall reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position. Applications shall be rejected if the applicant is physically unfit for the performance of duties of the position; is addicted to the habitual excessive use of drugs or intoxicating liquor; has been convicted of a crime involving moral turpitude; has made any false statement of any material fact, or practiced any deception or fraud in the application. Whenever an application is rejected, notice of such rejection with statement of reason shall be mailed to the applicant by the CEO or his/her designee.

Defective applications may be returned to the applicant with notice to amend the same providing the time limit for receiving applications has not expired.

(e) Disqualification – Nepotism: It is the policy of SVCE to remain free from nepotism while not discriminating against the applicant. The following provisions apply:

- (i) *Members of the immediate family Board of Directors may not be employed by SVCE during the Board member's term of office.*
  - (ii) *Members of an immediate family may not be employed simultaneously by SVCE in positions where family influence and/or relationship might affect supervision, safety, security, or morale in a manner detrimental to the conduct of SVCE business, or where such relationships may result in conflicts of interest.*
  - (iii) *"Immediate family" is defined as spouse, domestic partner, parents, siblings, children, grandparents, grandson or granddaughter grandchildren, step children, mother-in-law, father-in-law.*
  - (iv) *Notwithstanding, if a member of the immediate family of a SVCE employee, other than a designated employee, becomes an employee within the same department, as that SVCE employee, the following conditions to such employment arrangement shall apply:*
  - (v) *No employee shall participate in any part of the hiring process when a member of that employee's immediate family is an applicant for a position with SVCE.*
  - (vi) *No employee shall participate in any part of the promotional process when a member of that employee's immediate family is an applicant for promotion within SVCE.*
  - (vii) *No employee shall be assigned as a direct supervisor of a member of the employee's immediate family.*
  - (viii) *No employee shall participate in any part of the performance review process for a member of that employee's immediate family.*
  - (ix) *No employee or designated employee shall employ, appoint, recommend for appointment or in any other manner participate or attempt to participate in the hiring, promotion, demotion, termination or discipline of any member of his or her immediate family.*
- (f) Receipt of Applications: Applications must be received by the final filing date as set forth in the announcement notice. Applications received through facsimile (fax) transmission by the final filing date are acceptable on the condition that the original application is received no later than one week following the closing date.

## Section 2.06                      Appointments

(a) Appointments fall into the following categories:

- (i) *Regular Full-Time: Appointment on a full-time basis (40 hours per week) to an authorized position.*
- (ii) *Regular Part-Time: Appointment on a part-time basis (less than 40 hours per week) to an authorized position.*
- (iii) *Temporary: Appointment on an "as needed" basis for work which is anticipated to be of a temporary or intermittent nature, either on a full-time or part-time basis. Less than full-time appointments are based on an hourly rate of pay and do not include benefits except as prescribed by law. No special credit or consideration for service shall be given to a temporary appointee in qualifying for a regular appointment.*
- (iv) *Exempt: Employees excluded from specific provisions of federal and state wage and hour laws. As a public agency, some California wage and hour provisions do not apply to SVCE.*
- (v) *Non-Exempt: Employees are entitled to overtime pay under the specific provisions of federal Fair Labor Standards Act (FLSA) and to the extent they apply, state wage and hour laws.*
- (vi) *Limited Term/ Extra Hire (CEA and Unrepresented only): The Chief Executive Officer may make a limited term appointment when services are required for a specified period of time or for a specific project. They are not eligible for employee benefits, except as required by law. Limited term appointments include but are not limited to:*
  - 1) Positions that have no long range funding or for which funding is uncertain.
  - 2) A specific period of time not to exceed two (2) years, or for the life of a specific project where the funding source will exceed two (2) years but will cease at the end of the project.

All limited term employees are subject to the same terms and conditions of employment that apply to regular full-time employees, except as provided in this section. Limited term appointments shall be made from current employment eligibility lists.

Limited term employees shall expire at the end of the specified term or conclusion of the specified project unless terminated earlier. Upon expiration or termination of the limited term appointment, the appointee shall have no further right to continued employment with SVCE. The Chief Executive Officer shall have the authority to terminate a limited term appointment at any time when funds are no longer available, or when the project workload is complete. With Board of Directors approval, a limited-term appointment may be converted (prior to expiration) to a regular full-time appointment. A limited term employee holds employment at will and may be released without cause and without right of appeal.

- (b) *Position Requisitions: Whenever a vacancy is to be filled, the department in which the*

vacancy exists shall complete a personnel requisition form and submit it to the Chief Executive Officer.

Section 2.07                      Status Changes

- (a) Transfer: No person shall be transferred to a position for which he/she does not possess the minimum qualifications. Upon approval by the CEO, an employee may be transferred at any time from one position to another in the same class. If the transfer involves a change from one department to another, the Chief Executive Officer, or his/her designee, must approve.
- (b) Demotion: Upon request of the employee, and with the consent of the Chief Executive Officer, demotion may be made to a vacant position. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.
- (c) Suspension: The Chief Executive Officer may suspend an employee from his position at any time for a disciplinary purpose.
- (d) Reinstatement: With the approval of the Chief Executive Officer, an employee who has resigned with a record of satisfactory service may be reinstated within two years of the effective date of resignation to a vacant position in the same class. Upon reinstatement, former service credit with SVCE shall be restored for the purpose of determining benefit accruals. Leave hours will not be restored and for all other purposes the employee shall be considered as though he/she had received an original appointment.

Section 2.08                      Americans With Disabilities Act

- (a) Purpose: The purpose of this policy is:
  - (i) *To prohibit and eliminate any discrimination in employment against a qualified individual with a disability;*
  - (ii) *To define what constitutes "disability";*
  - (iii) *To define who is a "qualified individual with a disability";*
  - (iv) *To define discrimination on the basis of disability; and*
  - (v) *To establish a procedure for investigating and resolving internal Disability discrimination complaints.*
- (b) Policy: Discrimination on the basis of disability against an applicant or an employee who is a qualified individual with a disability, by a supervisor, management employee, or co-worker is not condoned and will not be tolerated. This policy applies to the job application process and to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave

of absence, compensation and training.

- (i) *All complaints of discrimination on the basis of disability will be promptly and objectively investigated. Disciplinary action up to and including termination will be instituted for behavior described in the definition of discrimination on the basis of disability set forth below. Any retaliation against a person for filing a discrimination charge or making a discrimination complaint is prohibited.*

Definitions:

- (c) Disability: (i) a physical or mental impairment that substantially limits one or more major life activity; or (ii) having a record of such an impairment; or (iii) being regarded as having such an impairment.
- (d) Physical or Mental Impairments: Physical or mental impairments include, but are not limited to: vision, speech and hearing impairments; emotional disturbances and mental illness; seizure disorders; mental retardation; orthopedic and neuromotor disabilities; learning disabilities; diabetes; heart disease; nervous conditions; cancer, asthma; Hepatitis B; HIV infection; and drug addiction if the addict has successfully completed or is participating in a rehabilitation program and no longer uses illegal drugs.
- (e) The following conditions are not physical or mental impairments: transvestitism; illegal drug use; homosexuality and bisexuality; compulsive gambling, kleptomania; pyromania; pedophilia; exhibitionism; and voyeurism; pregnancy; height, weight; eye color; hair color; left-handedness; poverty; lack of education; a prison record; and poor judgment or quick temper if not symptoms of a mental or physiological disorder.
- (f) Substantial Limitation of Major Life Activities: An individual is disabled if he or she has a physical or mental impairment that (i) renders him or her unable to perform a major life activity, or that (ii) substantially limits the condition, manner or duration under which he or she can perform a particular major life activity in comparison to other people.
- (g) Major life activities are functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (h) In determining whether physical or mental impairment substantially limits the condition, manner or duration under which an individual can perform a particular major life activity in comparison to other people, the following factors shall be considered:
  - (i) *The nature and severity of the impairment;*
  - (ii) *The duration or expected duration of the impairment; and*

- (iii) *The permanent or long-term impact (or expected impact) of or resulting from the impairment.*
- (i) In determining whether a physical or mental impairment substantially limits an individual with respect to the major life activity of “working” the following factors should be considered:
- (i) *The geographical area to which the individual has reasonable access;*
  - (ii) *The job from which the individual has been disqualified because of an impairment and the number and types of jobs within that geographical area utilizing similar training, knowledge, skills or abilities from which the individual is also disqualified because of the impairment; and/or*
  - (iii) *The number and types of other jobs within that geographical area not utilizing similar training, knowledge, skills or abilities (to the job from which disqualified) from which the individual is also disqualified because of the impairment (broad range of jobs in various classes).*
- (j) **Having a Record of Impairment:** An individual is disabled if he or she has a history of having an impairment that substantially limits the performance of a major life activity; or has been diagnosed, correctly or incorrectly, as having such an impairment.
- (k) **Regarded as Having a Disability:** An individual is disabled if he or she is treated or perceived as having an impairment that substantially limits major life activities, although no such impairment exists.
- (l) **Qualified Individual with a Disability:** A “qualified individual with a disability” is a person who (i) satisfies the job related requirements for the position, and (ii) can perform the “essential functions” of the position despite their disability, or who (iii) with “reasonable accommodation” can perform the essential functions of the position.
- (m) **Satisfied Job-Related Requirements:** Satisfying the job-related requirements of the position means that the disabled individual possesses the appropriate educational background, employment experience, skills, and license required for the position.
- (n) **Essential Factors:** Essential functions are the fundamental duties of a position. Marginal or peripheral functions of a position are not essential functions. A function may be essential because:
- (i) *the reason the position exists is to perform that function;*
  - (ii) *of the limited number of employees available among whom the performance of that job function can be distributed; and*
  - (iii) *it is highly specialized and requires specific expertise or skill to perform.*

- (o) The following factors shall be considered in determining whether a function is essential; the agency's judgment as to which functions are essential; written job descriptions; the amount of time spent on the job performing the function; the consequences of not requiring the performance of the function; the terms of a collective bargaining agreement or MOU; and the work experience of past and present incumbents in the position.
- (p) Accommodation: If the individual cannot perform the essential functions despite their disability, the agency is to determine whether reasonable accommodation would enable the individual to perform the essential functions of the position. Accommodation is any change in the work environment or in the way things are customarily done that enables a disabled individual to enjoy equal employment opportunities. Written notes from a doctor or other expert are required to support the employee's request for accommodation. Accommodation means modifications or adjustments:
  - (i) *To a job application process to enable an individual with a disability to be considered for the position;*
  - (ii) *To the work environment in which a position is performed so that a disabled person can perform the essential functions of the position; and*
  - (iii) *That enable disabled individuals to enjoy equal benefits and privileges of employment as other similarly situated employees without disabilities enjoy.*
- (q) Accommodation includes making existing facilities and equipment used by employees readily accessible to and usable by individuals with disabilities. Accommodation applies to:
  - (i) *All employment decisions and to the job application process;*
  - (ii) *All services and programs provided in connection with employment; non-work facilities provided by the agency to all employees; and known disabilities only.*
- (r) Accommodation is not required if:
  - (i) *It eliminates essential functions of a position from the disabled individual's job; or*
  - (ii) *Adjustments or modifications requested are primarily for the benefit of the disabled individual.*
- (s) Undue Hardship: SVCE will not provide an accommodation that imposes an "undue hardship" on the operation of SVCE's business. Undue hardship means significant difficulty or expense incurred in the provision of accommodation. Undue hardship includes but is not limited to financial difficulty. Undue hardship refers to any accommodation that would be unduly costly, extensive, substantial or disruptive, or that would fundamentally alter the nature or operation of the business.

- (i) Whether a particular accommodation will impose an undue hardship is determined on a case-by-case basis. The following factors will be considered in determining whether an accommodation would create an undue hardship: the nature and cost of the accommodation; the financial resources of the agency; the number of employees' and the type of operations of the agency, including the composition and functions of its work force.*
- (t) Determining the Appropriate Accommodation: If a qualified individual with a disability requests the provision of a reasonable accommodation and provides a written note from a doctor or other expert, the agency shall engage in an informal, interactive process with the disabled person which identifies the precise limitations resulting from the disability and the potential accommodations that could overcome those limitations.*
- (u) The accommodation process shall generally involve five steps. First, the agency shall analyze the particular job at issue and determine its purpose and essential functions. Second, the agency shall consult with the disabled individual to ascertain the precise job-related limitations imposed by the individual's disability. Third, the agency shall consult with the disabled individual to identify potential accommodations. Fourth, the agency shall assess the effectiveness of each potential accommodation with regard to enabling the individual to perform the essential functions of the position. Finally, the agency shall consider the preference of the individual to be accommodated and select and implement the accommodation that is most appropriate for both the employee and the agency.*
- (v) Discrimination on the Basis of Disability: Discrimination on the basis of disability means:*
  - (i) To limit, segregate, or classify a job applicant or employee in a way that may adversely affect opportunities or status because of the applicant's or employee's disability;*
  - (ii) To participate in a contract which could subject an applicant or employee with a disability to discrimination;*
  - (iii) To use any standards, criteria or method of administration which could have the effect of discriminating on the basis of disability;*
  - (iv) To deny equal jobs or benefits because of a disability;*
  - (v) To fail to make reasonable accommodations to known physical or mental limitations of an otherwise qualified individual unless it can be shown that the accommodation would impose an undue hardship;*
  - (vi) To use a selection criteria which excludes a disabled person unless the criteria is job-related and consistent with business necessity; and*
  - (vii) To fail to use employment tests in a manner that ensures that the test results accurately reflect*

*the applicant's or employee's skills or aptitude for a particular job.*

- (w) Complaint Procedure: A job applicant or employee who believes he or she has been discriminated against on the basis of disability may make a written complaint as soon as possible after the incident to:
  - (i) *Complainant's immediate supervisor;*
  - (ii) *The Chief Executive Officer; or*
  - (iii) *The Human Resources Staff, who has been designated to coordinate agency's efforts to comply with federal and state laws concerning employment discrimination on the basis of disability.*
  - (iv) *In order to facilitate the investigation, the complainant is encouraged to submit the complaint within 30 days of the alleged incident(s). Where reasonable circumstances prevent the filing of the complaint within this time period, complaints received after this time period may be accepted.*
- (x) The complaint shall include:
  - (i) *A description of the offending behavior(s) or violations;*
  - (ii) *Date(s), time(s) and location(s) of incident(s);*
  - (iii) *Name(s) of alleged offender(s);*
  - (iv) *Name(s) of witnesses, if any; and*
  - (v) *Remedy desired.*
- (y) The complainant's immediate supervisor shall refer all complaints received to the CEO or his/her designee.
- (z) Upon receipt of a complaint, the CEO or his/her designee shall investigate all charges. The investigation shall include interviews with:
  - (i) *The complainant;*
  - (ii) *The person(s) allegedly engaged in discrimination; and*
  - (iii) *Any other person believed to have relevant knowledge concerning the complaint.*
- (aa) Upon completion of the investigation, the CEO, or his/her designee, shall review the information gathered through the investigation to determine whether the alleged conduct constitutes discrimination, giving consideration to all factual information, the totality of the circumstances, including the nature of the alleged discriminatory conduct and the context in which the alleged incidents occurred.
- (bb) The CEO or his/her designee shall then prepare a written report setting forth the result

of the investigation and the determination as to whether discrimination occurred. The results of the investigation shall be conveyed to appropriate persons including to the complainant, the person(s) allegedly engaged in discrimination, the supervisor, and the Chief Executive Officer, or his/her designee.

- (cc) If it is determined that discrimination occurred, swift and appropriate disciplinary action will be commensurate with the severity and/or frequency of the offense.
- (dd) Reasonable steps shall be taken to protect the victim and other potential victims from further discrimination.
- (ee) Reasonable steps shall be taken to protect the victim from retaliation as a result of communicating the complaint.

#### Section 2.09 Supplemental Employment

- (a) Employees may hold supplemental jobs as long as they meet the performance standards of their job with SVCE. All employees will be judged by the same performance standards and will be subject to SVCE's scheduling demands, regardless of any existing supplemental work requirements.
- (b) If SVCE determines that an employee's supplemental work interferes with performance or the ability to meet the requirements of SVCE as they are modified from time to time, the employee may be asked to terminate the supplemental employment if he or she wishes to remain with SVCE.
- (c) Supplemental employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside SVCE for materials produced or services rendered while performing their jobs.
- (d) An employee who wishes to engage in supplemental employment must complete the Request to Engage in Supplemental Employment Form, which must be signed by the employee's supervisor and the CEO or his/her designee.

#### Section 2.10 Access to Personnel Files

- (a) SVCE maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Personnel files are the property of SVCE and access to the information they contain is restricted. Generally, only the supervisor, the CEO and his/her designee are allowed to view the information in a file.
- (b) With reasonable advance notice, employees may review their own personnel files in SVCE's offices and in the presence of a designee.

## Section 2.11 Employment Reference Checks

- (a) To ensure that individuals who join SVCE are well qualified and have a strong potential to be productive and successful, it is the policy of SVCE to check the employment references of all applicants.
- (b) Regarding current or former SVCE employees, SVCE will respond in writing or verbally only to those reference check inquiries that are submitted in writing. The CEO and Human Resources staff are the only employees authorized to respond to reference checks. No other employee is authorized to release references for current or former employees without express permission of the Chief Executive Officer or his/her designee.

## Section 2.12 Personnel Data Changes

- (a) It is the responsibility of each employee to promptly notify SVCE of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents who are enrolled in benefit plan(s) or are beneficiaries of benefit plan(s), emergency contacts, educational accomplishments and other such status reports should be accurate and current at all times.

## Section 2.13 Exit Interviews

- (a) SVCE will generally schedule exit interviews at the time of voluntary employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to SVCE, or return of SVCE-owned property. Since employment with SVCE is based on mutual consent, both the employee and SVCE have the right to terminate employment at will, with or without reason or cause, at any time. Employees will receive their final pay no later than the pay period following termination.

## Section 2.14 Social Security Number Privacy

- (a) Officers and employees are permitted to access and use certain personal information, such as Social Security Numbers, only as necessary and appropriate for such persons to carry out their assigned tasks for SVCE and in accordance with SVCE's policy.
- (b) The unauthorized access, viewing, use, disclosure, or the intentional public display of such information and the unauthorized removal of documents from SVCE's premises that contain social security number information is prohibited.
- (c) If you come into contact with Social Security Numbers or other sensitive personal information without authorization from SVCE or under circumstances outside of your assigned tasks, you may not use or disclose the information further, but must contact

your supervisor and turn over to him or her all copies of the information in whatever form.

- (d) When necessary, documents containing social security information will be properly destroyed through shredding or other means prior to disposal to ensure confidential social security information is not disclosed.
- (e) For more information about whether and under what circumstances an employee may have access to this information, review the job description for that position or contact the employee's supervisor or the CEO or his/her designee.

### Article III. EMPLOYEE CONDUCT

#### Section 3.01 Business Ethics and Conduct

- (a) The successful business operation and reputation of SVCE is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.
- (b) As a public agency, the continued success of SVCE is dependent upon the public's trust and we are dedicated to preserving that trust. SVCE Employees will comply with all applicable laws and regulations and expects its directors, officers and employees to conduct business in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest or unethical conduct.
- (c) In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor, the Human Resources staff and, if necessary, with the Chief Executive Officer for advice and consultation.
- (d) Compliance with this policy of business ethics and conduct is the responsibility of every SVCE employee.

#### Section 3.02 Conflicts of Interest

- (a) Transactions with outside firms must be conducted within a framework established and controlled by the executive level of SVCE. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

- (b) An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of SVCE's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.
- (c) No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Chief Executive Officer, his/her designee or their 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.
- (d) Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which SVCE does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving SVCE.
- (e) Political Activity: SVCE employees are public employees because SVCE is a joint powers authority under the California Public Utilities Code with a governing body, the Board of Directors, made up of publicly elected representatives of its member jurisdictions. California law prohibits public employers from prohibiting the political activities of its officers or employees. However, the law permits SVCE to develop guidelines prohibiting officers and employees from engaging in political activity during work hours, on agency premises and while in uniform.

### Section 3.03 Non-Disclosure

- (a) Upon commencement of employment, each SVCE employee must sign the SVCE Non-Disclosure Agreement. The protection of confidential business information and trade secrets is vital to the interests and the success of SVCE. Such confidential information includes, but is not limited to, the following examples:
  - (i) *Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.*
  - (ii) *For more information, please see SVCE's Customer Confidentiality Policy.*

### Section 3.04 Use of Phone and Mail Systems

- (a) Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse SVCE for any charges resulting from their personal use of the telephone.

- (b) The use of SVCE-paid postage for personal correspondence is not permitted. The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail at the workplace, except those that may be protected under the law. Regardless of protected rights, personal use of mail should be limited.
- (c) To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

Section 3.05                      Alcohol and Drug Abuse

- (a) Purpose: The purpose of this policy is to comply with the Drug Free Work Place Act of 1988 as passed by Congress. To comply with the federal Drug-Free Workplace Act of 1988, SVCE is required to:
  - (i) *Establish a drug free awareness program for employees.*
  - (ii) *Provide a notice to all employees specifying that drugs are illegal in the work place and that action will be taken for violations.*
  - (iii) *Make employment conditional upon compliance with this policy and require the employee to notify the employer within five working days of a conviction due to a drug related offense occurring in the workplace.*
  - (iv) *Notify the applicable granting federal agency within ten days of an employee's conviction due to a drug related offense occurring in the work place.*
  - (v) *Sanction employees for violation and/or require participation in a treatment program.*
  - (vi) *Make a good faith effort to maintain a drug free work place by following the above requirements.*
- (b) In addition to the fact that such requirements are established by law, a drug free policy is appropriate in that it helps ensure that employees are able to perform their duties safely and efficiently. While Silicon Valley Clean Energy has no intention of intruding into the private lives of its employees, it does believe that involvement with drugs and alcohol can take its toll on job performance and employee safety. A key element of this policy is rehabilitation. Employees who believe they have a problem are urged to contact the Human Resources Contractor for referral to community resources.
- (c) The key focus of this policy is prevention through educating employees on the dangers of alcohol and drug abuse, and rehabilitation for those who have such problems. Any disciplinary actions will be evaluated on a case-by-case basis and shall be used as a last resort after rehabilitation efforts have failed.
- (d) Policy: It is SVCE's policy that employees shall not drink alcohol or use drugs in the

course of SVCE business, which shall include lunch time if the employee plans to return to work. Nor shall they possess alcohol or drugs while on SVCE property, or at work locations, or in uniform, nor shall employees sell or provide drugs or alcohol to any employee or to any person while such employee is on duty. Nor shall any employee have their ability to work impaired as a result of the use of alcohol or drugs when reporting for work.

- (e) While use of medically prescribed drugs is not a violation of this policy, failure by the employee to notify his or her supervisor before beginning work when taking drugs which foreseeably interferes with the effective performance of duties or operation of SVCE equipment, can result in discipline up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medication, clearance from a qualified physician may be required.
- (f) Refusal to submit immediately to an alcohol and/or drug analysis when requested by SVCE or law enforcement personnel, as a result of reasonable suspicion, may constitute insubordination and may be grounds for discipline up to and including termination.
- (g) Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further SVCE work and shall be detained for a reasonable time until he or she can be safely transported from the work site. Higher standards may be required based upon specific job requirements as determined by SVCE management.
- (h) Application: This policy applies to all SVCE employees. This policy applies to alcohol and to all substances, drugs or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.
- (i) Employee Responsibilities: An employee must:
  - (i) *Not report to work while his or her ability to perform job duties is impaired due to alcohol or drug use.*
  - (ii) *Not directly, or through a third party, sell or provide drugs or alcohol to any person, including any employee while either employee or both employees are on duty.*
  - (iii) *Submit immediately to an alcohol and/or drug test when reasonable suspicion of alcohol and/or drug use exists on the job and when requested by a responsible SVCE representative.*
  - (iv) *Notify his or her supervisor before beginning work when taking any medications or drugs, prescription or non-prescription, which may foreseeably interfere with the safe and effective performance of duties including operation of SVCE equipment.*
  - (v) *Provide within 24 hours of request bonafide verification of a current valid prescription for any*

*potentially impairing drug or medication identified when a drug screen is positive.*

- (vi) Notify Silicon Valley Clean Energy within five working days after being convicted of any drug related offense.*
- (vii) Notify the appropriate first-line supervisor upon observation of another SVCE employee whose behavior and/or physical characteristics are reasonably suspicious and possibly harmful to himself/herself and/or others.*

**(j) Management Responsibilities and Guidelines**

- (i) Directors and supervisors are responsible for understanding this policy and applying it without bias or prejudice.*
- (ii) Directors and supervisors must avail themselves of training on the employer's role in handling the special problems of employees who suffer from alcohol or drug dependency.*
- (iii) Directors and supervisors may request that an employee submit to a fitness-for-duty examination when there is reasonable suspicion that an employee is impaired, and is unable to perform the job duties required in a safe and efficient manner. When doing so, the Director or supervisor is required to document, in writing, the facts and circumstances leading to the reasonable suspicion that the employee was impaired and could not perform safely on the job. (Note: First-line supervisors should consult with their supervisors, department directors and Human Resources contractors, and a joint decision based on joint observation should be made as to whether or not the employee should undergo a fitness for duty medical examination.)*
- (iv) When there is a reasonable suspicion that the employee is impaired, the Director or supervisor must attempt to detain the employee until the employee can be safely transported from the work place. If the employee refuses to submit to the fitness-for-duty examination, or attempts to leave before safe transport can be found, the Chief Executive Officer or supervisor shall remind the employee of the requirements and disciplinary consequences of this policy.*
- (v) Directors and supervisors shall notify the CEO or designee, when there is reasonable suspicion that an employee may have illegal drugs in his or her possession. If the CEO or designee concurs that there is reasonable suspicion of illegal drug possession, they shall notify the appropriate law enforcement agency.*
- (vi) Directors and supervisors must use the reasonable suspicion standards in determining whether a fitness-for-duty examination is warranted. Examples of what could lead to a reasonable suspicion of impairment are: 1) slurred speech; 2) alcohol odor on breath; 3) unsteady walking and movement; 4) size of pupils and their reaction to light; 5) an accident involving SVCE property; 6) verbal altercation; 7) unusual behavior; 8) possession of alcohol or drugs; and 9) information obtained from a reliable person with personal knowledge. The above is not an*

*exclusive list.*

- (k) **Physical Examination and Drug Screening Procedures:** The drug and/or alcohol screening may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her assigned job duties, including but not limited to prescription medications, heroin, cocaine, barbiturates, amphetamines, marijuana, and alcohol. The examination will be conducted by a licensed physician in a local medical facility. The drug testing will be conducted by a licensed toxicologist in a laboratory identified as having met all legal requirements for performing such tests. The initial type of screening to be performed can be either a blood or urine analysis at the employee's option. Positive results must be confirmed in accordance with federal regulations including prescribed test levels.
- (l) **Fit-For-Duty Examinations**
- (i) A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including discharge.*
  - (ii) If the drug screen is positive, the employee may provide, within 24-hours of request, bonafide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.*
  - (iii) If an alcohol or drug test is positive, the supervisor or the Chief Executive Officer and the Human Resources staff shall review the employee's record to make a determination as to the possibility of rehabilitation for the purpose of returning the employee to his or her assignment; or, after following rehabilitation, whether to reassign the employee or precede with disciplinary action, up to and including discharge. A positive test for an illegal drug will be considered impairing to the employee's ability to perform his or her job, and therefore the corrective provisions of this policy will apply.*
- (m) **Confidentiality:** Laboratory reports or test results shall not appear in the employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder and securely kept under the control of the CEO, or his/her designee. Reports of test results may be disclosed to the CEO or his/her designee, strictly on a need-to-know basis, and to the tested employee upon request. Disclosures without the employee's consent may also occur when:
- (i) The information is compelled by law or by judicial or administrative process.*
  - (ii) The information is to be used in administering an employee benefit plan.*
  - (iii) The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.*

- (n) Appeal Process, Fit-For-Duty Examinations: Employees whose tests results are positive, and who are consequently facing disciplinary action may appeal pursuant to the provisions of the Memorandum of Understanding and/or Personnel Rules.
- (o) Summary: SVCE will conduct drug and alcohol awareness programs. These programs will include prevention and detection methods, with emphasis on maintaining a drug free work place. Additionally, printed material will be given to all employees explaining the dangers of alcohol and drug abuse. All employees will be given a copy of this policy.

Section 3.06 Prohibition Against Harassment, Discrimination & Retaliation

- (a) Policy Statement: Silicon Valley Clean Energy is committed to providing a work environment in which employees are treated with respect and dignity. SVCE has zero tolerance for harassment, discrimination and retaliation by employees and non-employees be it a single act or multiple acts. SVCE prohibits all forms of harassment, discrimination and retaliation on the basis of protected classifications or activities that occur on the job or in the work site, including acts of employees and non-employees. Violations of this Zero Tolerance Policy will not be tolerated and perpetrators will be subject to sanction or disciplinary action up to and including discharge. All employees share in the responsibility of ensuring a working environment free of harassment, discrimination and retaliation as defined in this Policy. SVCE will respond promptly and effectively to reports of harassment, discrimination and retaliation.
- (b) Definitions:
  - (i) *The “protected classifications” this Policy references are: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition (meaning any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer or genetic characteristics), marital status, sex (including gender, gender identity, gender expression and pregnancy), sexual orientation (including heterosexuality, homosexuality, and bisexuality), citizenship status, uniformed service member status, pregnancy, age, medical condition, genetic information and genetic characteristics, and physical or mental disability or any other protected classification under the law except that SVCE may inquire whether the applicant can perform the essential job function with or without reasonable accommodation.*
  - (ii) *“Discrimination” includes decisions regarding applicants, employees, volunteers, persons providing services pursuant to a contract or that are made on the basis of any one or more protected classifications, or that are based upon the perception that a person has a protected classification.*
  - (iii) *“Harassment” is unwelcome, annoying, disturbing or tormenting conduct based upon either the fact or the perception that an applicant, employee, volunteer, or person providing services*

*has a protected classification or is perceived to have a protected classification. To constitute harassment the conduct has the purpose, result or effect of interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.*

(iv) *"Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis for employment decisions, or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment includes making a threat or insinuation that a lack of sexual favors will result in reprisal or the withholding of support. Sexual harassment includes same-sex conduct regardless of whether the conduct is based on gender orientation. Sexual harassment can be committed by employees or non-employees. Examples of harassment include the following:*

- 1) *Written Harassment: suggestive, threatening, demeaning, or obscene words; letters; notes; invitations which are based on or relate to a protected classification or the perception that a protected classification is present.*
- 2) *Verbal Harassment: derogatory or demeaning comments; slurs; jokes; inappropriate comments regarding appearance, dress (including dress that is consistent with gender identity), or physical features; making threats; spreading rumors; epithets; propositioning, or otherwise offensive words which are based on, or relate to a protected classification or the perception that a protected classification is present.*
- 3) *Physical Harassment: assault; touching; impeding or blocking movements; or any physical interference with normal work; pinching; patting; grabbing; or inappropriate gestures which are based on or relate to a protected classification or the perception that a protected classification is present.*
- 4) *Visual Harassment: leering; sexually oriented gestures; or display of sexually suggestive or derogatory objects including but not limited to pictures, drawings, cartoons, posters or calendars; derogatory, prejudicial, stereotypical, or offensive displays which are based on or relate to a protected classification or the perception that a protected classification is present.*
- 5) *Quid Pro Quo Sexual Harassment: threats of reprisal, implying or actually withholding support of appointments or suggesting that punitive action will be taken if requests for sexual favors are not met.*

(c) **No Retaliation**

(i) *This Policy prohibits adverse conduct taken against a person because that person engages in any of the following "protected activities:" initiated or pursued a complaint under this Policy; filed a*

*complaint of discrimination or harassment with any outside agency; testified in an investigation; assisted another to complain; refused to follow directions that the person reasonably believes to be discriminatory; or provided information or otherwise assisted in an investigation. "Adverse conduct" includes: taking sides because an individual has reported harassment or discrimination; spreading rumors about a complaint; shunning or avoiding an individual who reports harassment or discrimination; or real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.*

- (ii) *The following individuals are protected from retaliation as defined in this Policy: those who make good faith reports that harassment or discrimination has occurred; those who refuse to follow an order reasonably believed to be discriminatory; those who are accused of harassment or discrimination; those who associate with an individual who is involved in reporting harassment or discrimination; and/or those who participate in the complaint procedure described below.*

(d) **Complaint Procedure**

- (i) *Those who believe that they are the victim of, or witness to, any form of discrimination or harassment or retaliation must immediately report the incident to their supervisor, the Chief Executive Officer, or his/her designee. Supervisory personnel have a duty to immediately report violations that come to their attention and to take appropriate action.*
- (ii) *Confidentiality will be maintained to the fullest extent possible, taking into account the following:*
- 1) *SVCE recognizes that confidentiality is important to all parties involved in an investigation. Complete confidentiality cannot occur; however, due to the need to fully investigate and take effective remedial action.*
  - 2) *An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview with others, except as otherwise directed by a supervisor or the CEO or his/her designee. Any individual who discusses the content of an investigatory interview in violation of this Policy will be subject to discipline.*
  - 3) *SVCE will not disclose a completed investigation report, except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or a court order. The CEO or his/her designee will retain investigation reports in a confidential manner for at least five years after the date of completion.*
  - 4) *In order to proceed under this complaint procedure, the basis of the complaint must be behavior, practice or action that is believed to have been taken because of the victim's protected classification or because the activity is prohibited by this Policy.*

Examination of the nature and circumstances of each complaint will determine whether the alleged acts or practices constitute discrimination, harassment, or retaliation.

- 5) Complaints may be submitted in writing or verbally and may include a suggested method of resolution and corrective action.
  - 6) The person complaining need not report his or her complaint through any chain of command. Instead, he/she has the choice of submitting the complaint to his/her supervisor, the Chief Executive Officer, or the Human Resources staff. A person also has the option to file a complaint with: 1) the California Fair Employment and Housing Commission ([www.dfeh.ca.gov](http://www.dfeh.ca.gov); 800-952-5210) and/or 2) the U.S. Equal Employment Opportunity Commission ([www.eeoc.gov](http://www.eeoc.gov); 800-669-4000).
  - 7) Upon receipt of the complaint, the CEO or his/her designee will promptly investigate the charges including contacting the person who allegedly engaged in the prohibited conduct. The investigation will be thorough, prompt, objective and non-judgmental. The investigator will inform the accused person of the basis of the complaint and provide him/her an opportunity to respond.
  - 8) Upon completion of the investigation, the Chief Executive Officer, in consultation with the Human Resources staff, will determine what, if any, disciplinary action will be recommended to the Chief Executive Officer. If inappropriate behavior is found, action will be taken to end the inappropriate behavior. Both parties will be notified of the conclusion of the investigation.
  - 9) If it is determined that prohibited conduct occurred, sanctions or disciplinary action up to and including discharge will be taken. Disciplinary action taken under this procedure may be appealed.
- (e) Responsibilities
- (i) *The Chief Executive Officer is responsible for enforcing this policy.*
  - (ii) *The Human Resources staff is responsible for ensuring that all complaints of harassment are investigated in a confidential, thorough, and prompt manner, including presentation of recommendations for any necessary action to the Chief Executive Officer.*
  - (iii) *The Chief Executive Officer is responsible for informing all employees, including supervisors, of this Policy and for taking the steps necessary to set a positive example of conduct consistent with this Policy.*
  - (iv) *Every employee, volunteer, applicant, elected or appointed official or person providing services pursuant to a contract is responsible for reporting any act he or she reasonably believes to be a*

*violation of this Policy to the immediate supervisor, the Chief Executive Officer, or Human Resources staff; treating all SVCE – affiliated persons with dignity and respect; responding fully and truthfully to all questions posed during an investigation; and not disclosing the substance of any investigatory interview.*

- (f) Penalties: Violation of this policy may generally constitute just and reasonable cause for discipline, up to and including termination. In addition, an individual may be found to be personally liable when they engage in or take no action to prevent harassment or retaliation. SEXUAL RELATIONSHIPS BETWEEN SUPERVISORS AND SUBORDINATE EMPLOYEES ARE PROHIBITED.
- (g) Policy Statement: This policy is intended to avoid conflicts of interest between work-related and personal/family obligations; reduce favoritism or even the appearance of favoritism; prevent personal/family conflicts from affecting the workplace; and decrease the likelihood of sexual harassment and/or gender discrimination in the workplace. As a result, Silicon Valley Clean Energy prohibits sexual relationships between supervisors and subordinate employees, as defined in this Policy.
- (h) Definitions: The following definitions apply to each section of this Policy.
- (i) *A sexual relationship” exists when two SVCE employees become personally involved with each other to the point that there is any of the following: sexual intimacy, marriage, or domestic partnership.*
  - (ii) *Resources “Departments” are defined as: Administration & Finance, Marketing & Public Affairs, Power &, and Energy Programs General Counsel & Government Affairs.*
  - (iii) *“Supervisor” is defined as any person who has the discretion and authority to direct others as to the performance of SVCE’s work. The definition of “Supervisor” includes those who periodically serve as acting supervisors. As related to supervision, to “direct” is defined as the giving of orders by an employee to another employee for which failure to follow the orders is grounds for discipline.*
- (i) Policy/Procedure
- (i) *Public trust, safety and organization morale require that supervisory employees avoid the appearance of a conflict between their professional responsibilities and any involvement that they may have in a sexual relationship with other SVCE employees. In order to promote efficient operation of the SVCE and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, morale, and possible claims of sexual harassment and/or gender based discrimination, sexual relations between supervisors and subordinate employees are prohibited.*

- (ii) *In the event that a relationship exists between a supervisor and a subordinate employee, the supervisor has the affirmative obligation to disclose the relationship to his/her supervisor. Failure to disclose the relationship by the supervisory employee in the relationship is separate grounds for discipline.*
- (j) Enforcement: SVCE reserves the right to reasonably investigate situations in the workplace to determine whether there is a possible violation of this Policy. If SVCE determines that a Policy violation exists, prior to discipline, SVCE will make every effort to resolve the situation administratively. If an administrative remedy is impractical or otherwise inappropriate, remedial and/or disciplinary measures may be utilized to mitigate issues that arise relevant to the enforcement of this Policy.
- (k) SVCE retains the right to refuse to place employees engaged in sexual relationships prohibited by this Policy in the same Department if the placement has the potential for creating an adverse impact on supervision, safety, security, morale or involves potential conflicts of interest.
- (l) In the event of a prohibited sexual relationship, SVCE will attempt to transfer one of the affected employees to a similar classified position in another SVCE Department, should such a position exist, be available, and should the employee possess the skills and qualifications necessary to perform the essential duties of the position. Although the wishes of the involved parties as to who will be transferred will be given consideration by SVCE, the controlling factor will be the positive operation and efficiency of SVCE. If any such transfer results in a reduction in salary or compensation, applicable and legally required due process procedures may be applied.
- (m) In lieu of a transfer from one department to another, or in situations in which no similar counterpart classification exists the affected employees may continue to be employed within the same SVCE Department subject to approval by the Chief Executive Officer or his/her designee. However, any such continuing employment is predicated upon both subject employees not reporting to the same immediate supervisor; not being supervised by each other; not working the same shift at the same work site; or, otherwise becoming involved in a work environment having the potential for adverse impact on supervision, safety, security or morale.
- (n) If continuing employment of employees engaged in sexual relationships prohibited by this Policy cannot be accommodated consistent with SVCE interest in promotion of safety, security, morale and efficiency, then SVCE retains sole discretion to discipline one of the employees. Prior to discipline, SVCE will make every effort to resolve the situation administratively.

- (o) The provisions of this Policy are not applicable to individuals employed by SVCE on or before the date of adoption of this Policy in their current state of sexual relationship. However in the event that a relationship exists between a supervisor and a subordinate employee, the supervisor has the affirmative obligation to disclose the relationship to his/her supervisor. In addition, any of the following after the effective date of this Policy, even as to current employees, will result in the applicability of the Policy: a) a new sexual relationship; b) a change in marital status; or c) a change in status that makes an employee a supervisor or acting supervisor.
- (p) Furthermore, employees in existing sexual relationships are subject to any and all employment-related actions by SVCE, pursuant to existing SVCE policies and procedures to address conduct, and which negatively impact the work environment.

### Section 3.07 Discipline

- (a) Policy: It may be the policy of Silicon Valley Clean Energy to establish consistency in procedures relating to employee discipline.
- (b) Procedure: The CEO, or his/her designee, may be contacted whenever a supervisor has reason to believe that an employee has violated a rule of conduct or other policy, procedure, practice, or regulation, whether formal or informal, resulting in a cause for disciplinary action. The determination of corrective action, if any, will be made after an investigation with department management of the alleged violation.
- (c) If a determination is made that corrective action is necessary, the Chief Executive Officer, or his/her designee, may be advised of any disciplinary action.
- (d) Forms of Disciplinary Action: The following forms of disciplinary action are listed in order of the least severe (verbal reprimand) to the most severe (discharge).
  - (i) *Verbal Reprimand - is considered informal discipline with the purpose of notifying the employee that his/her performance or behavior must be improved. This verbal warning defines the area in which improvement is required, sets up goals and/or objectives leading to this improvement and informs the employee that failure to improve will result in more serious disciplinary action. The verbal reprimand is the first official step of disciplinary action. It is designed to address minor infractions of rules and practices. It is, in effect, a statement to the employee that he/she has (1) violated a rule or work practice that he/she should have been aware of, and (2) that he/she will be expected to abide by all such rules or practices in the future.*
  - (ii) *Written Reprimand - is an official record of discipline, usually issued after a previous verbal reprimand. The employee is advised that his/her behavior is seriously below standard and that continuation or repetition of that behavior may result in more serious disciplinary action. The written reprimand may cite violations of SVCE's rules of conduct or causes for disciplinary*

*action. The written reprimand is considered the first formal step in the disciplinary procedure.*

- (iii) Suspension - is an ordered absence from duty without pay for a prescribed period of time. An employee may be suspended without pay for up to thirty (30) calendar days. A suspension without pay is a serious action by management involving loss of pay and possibly supplemental benefits (depending on length of suspension). An employee generally receives less severe discipline prior to a suspension.*
- (iv) Reduction in Pay - is a temporary reduction in salary to a lower salary step for a specified period of time. The employee does not have stoppage of income and may be able to have the reduction lifted by good performance. The department does not lose the services of this employee. As with suspension, an individual should have been warned or reprimanded prior to taking this action.*
- (v) Demotion - is a permanent change in classification of an employee to a position of lower responsibility and pay for unsatisfactory performance or disciplinary reasons. If a demotion is recommended:
  - 1) The letter of demotion should be specific as to the reason(s) for the action;*
  - 2) The employee's new duties must be consistent with those described in the class specification for the position.**
- (vi) Discharge - is the most severe form of disciplinary action. Removal from employment may be caused by a serious violation of the "causes for disciplinary action," or due to violation of work rules and practices. This action should only be taken when management is thoroughly satisfied that the employee has been given every reasonable opportunity to meet performance or behavior standards and clearly failed to do so.*
- (e) Causes for Disciplinary Action: Any of the following may be deemed sufficient cause for disciplinary action. The listing herein is not intended to be limiting.
  - (i) Unauthorized possession of SVCE or an employee's personal property*
  - (ii) Willful abuse, damage, or defacing of SVCE property.*
  - (iii) Misuse of SVCE materials, equipment, or property.*
  - (iv) Neglect of duty.*
  - (v) Insubordination.*
  - (vi) Violation or disregard of published safety rules or common safety practices.*
  - (vii) Sleeping on the job.*
  - (viii) Refusal or failure to perform work as assigned.**

- (ix) Refusal or failure to follow a direct order of a supervisor.*
- (x) Loitering or willfully wasting time during working hours.*
- (xi) Gross negligence that negatively affects the quality of service or finished product.*
- (xii) Fighting on SVCE property or during working hours.*
- (xiii) Gambling on SVCE property.*
- (xiv) Possession of alcoholic beverages, illegal/unauthorized drugs, or being under the influence of intoxicating beverages/drugs on SVCE property or during working hours.*
- (xv) Illegal conduct.*
- (xvi) Unauthorized selling on SVCE property or during working hours.*
- (xvii) Unauthorized possession of weapons.*
- (xviii) Falsifying pay or production records.*
- (xix) Excessive absenteeism/tardiness.*
- (xx) Absence without approved leave.*
- (xxi) Offensive treatment of the public or other employees.*
- (xxii) Fraud in securing employment.*
- (xxiii) Dishonesty.*
- (xxiv) Incompetence - As used herein, the term "incompetence" shall mean that the employee lacks adequate ability, knowledge, skill or fitness to perform the duties in a satisfactory manner, which is within the scope of the employee's employment.*
- (xxv) Job abandonment.*

Section 3.08                      Cell Phone Policy

- (a) If an employee is provided a cell phone, a tablet, a data plan or any other related device by SVCE such items are provided as business tools only to assist employees in communicating with management and other employees, their SVCE associates, and others with whom they may conduct business.
- (b) Whether such devices are provided by SVCE or the employee is using his or her own, employees who have access to a cell phone or other device while in their car should remember that their primary responsibility is driving safely and obeying the rules of the road, which include the restrictions on texting and/or using a cell phone or other device while driving, without the use of a hands-free device.

Section 3.09                      Electronic Communications

- (a) SVCE employees have access to computers, fax machines, and other electronic communications equipment; Computer programs available to employees include e-mail, the internet, telnet, and other communications available now and/or in the future. The use of electronic communications equipment and/or programs is for the purpose of official business of the SVCE.
- (b) SVCE has the right to access, disclose, and monitor all electronic communications. Under no circumstances is SVCE's electronic communication system to be used to send copies of documents in violation of copyright laws or which access to is restricted by workplace rules, regulations, and procedures, or by Federal or State security laws or regulations.

### Section 3.10 Internet Usage

- (a) The Internet can be a very effective resource in gathering information needed to conduct SVCE business. For this reason, SVCE provides employees with browsing access to it. However, all Internet usage, albeit professional and/or personal, results in considerable challenges with security, network capacity and performance, viruses, and the potential for misuse.
- (b) Accordingly, this policy sets guidelines for using SVCE resources in accessing the Internet that retain its value for obtaining information while also assuring its appropriate use in conducting SVCE business.
- (c) SVCE's internet access exists solely for the purpose of conducting SVCE business and is not intended for personal use.
- (d) Employees who want to have personal Internet email or access should contract for this from any number of non-profit or commercial providers and use it at home. However, limited and appropriate personal use of SVCE's Internet connection is allowed provided that:
  - (i) *It does not occur during an employee's assigned working hours.*
  - (ii) *It is used in accordance with all other guidelines and restrictions set forth in this policy.*
- (e) Use of SVCE Internet Connection:

Good judgment and common sense should always prevail regarding the appropriate use of the SVCE's Internet connection. Under this standard it is not possible to list all the allowed and prohibited uses of SVCE's Internet connection. However, use of the SVCE's Internet connection for any reason is expressly prohibited under the following' circumstances:

- (i) *Compromises the integrity of SVCE and its business operations in any way.*
- (ii) *Commits any illegal act.*

- (iii) Violates SVCE's Harassment or Ethics Policy.*
- (iv) Results in private gain or advantage for the employee (such as conducting business related to economic interests outside of SVCE employment).*
- (f) **Monitoring Internet Use.** SVCE will prepare monthly summary reports on Internet activity which will be provided to Department Heads and SVCE Administration for their review. More detailed ad hoc reports on Internet use for each user, including sites visited and the duration of each visit, are available to Department Heads upon request. Under the State's public records disclosure laws, these reports may be subject to public disclosure.
  - (i) General: Each employee should exercise good judgment in using the Internet. Personal use should be brief and infrequent during work hours and limited to off-work hours or breaks whenever possible.*
  - (ii) Each employee with access to SVCE's Internet connection is responsible for understanding and following these guidelines. Unauthorized or improper use of SVCE's Internet connection may result in terminating access to it. Depending on the severity of the unauthorized or improper use, disciplinary action, including termination may occur.*
- (g) **Connection Security and Passwords:** Each employee has a uniquely assigned user name and password for security purposes. While this cannot guarantee privacy, confidentiality or data security, it is an important component of SVCE's overall system protection. Employees should never share passwords with others. This is especially important since employees are responsible for all Internet use conducted under their username.
- (h) **SUMMARY:** The use of the Internet is an important research tool for our organization. It helps us do our work in an effective and efficient manner. However, the Internet can result in network issues. The reason for these guidelines is to ensure that common sense and organizational purpose are embodied in our Internet use and that SVCE is consistent with best business practices.

### Section 3.11 Personal Appearance

- (a) SVCE, as a condition of employment, expects to receive from employees neat and clean grooming and attire appropriate to the job assignment.
- (b) Managers are responsible for insuring that employees project a professional image and adhere to this policy. The employee's supervisor or department head is responsible for establishing a reasonable dress code appropriate to the position. An employee should consult their supervisor with questions as to what constitutes appropriate appearance.

Where necessary, reasonable accommodation may be made to a person with a disability upon request or an exception can be made for someone in a protected class.

### Section 3.12 Solicitation

- (a) In an effort to ensure a productive and harmonious work environment, persons not employed by SVCE may not solicit or distribute literature in the workplace at any time for any purpose.
- (b) SVCE recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during paid working time. Working time does not include lunch periods or any other periods in which employees are not in paid status.
- (c) In addition, the posting of written solicitations on workplace bulletin boards is prohibited. Bulletin boards are reserved for official organization communications.

### Section 3.13 Workplace Monitoring

- (a) Workplace monitoring may be conducted by SVCE to ensure quality control, employee safety, security, and customer satisfaction.
- (b) Employees who regularly communicate with customers via the telephone may have their conversations monitored or recorded with notice to both parties. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our customers' image of SVCE as well as their satisfaction with our service.
- (c) Computers furnished to employees are the property of SVCE. As such, computer usage and files, including e-mail usage and related files, may be monitored or accessed.
- (d) SVCE or others (such as a building owner or manager) may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct and discourage and prevent acts of harassment and workplace violence.
- (e) Because SVCE is sensitive to the legitimate privacy rights of employees, every effort will be made to conduct workplace monitoring in an ethical and respectful manner. For more information, see Expectation of Privacy.

### Section 3.14 Computer and Email Usage

- (a) SVCE provides various technology resources to authorized employees. These include, but are not limited to computers, computer files (including data), computer hardware, peripheral equipment (such as printers, modems, fax machines and copiers), the email

system, the voice mail system, instant messaging systems, telephones (including mobile phones), personal organizers, pagers and software (including software that grants access to external resources, such as the Internet). Technology resources furnished to employees are SVCE property intended for business use. Employees must not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer, email and other technology resource usage may be monitored. It may also be necessary to access or monitor technology resources for administrative, maintenance, business continuity or other business purposes. As a result, employees do not have a reasonable expectation of privacy in the use of technology resources; including information created, transmitted or stored using technology resources.

- (b) SVCE strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, SVCE prohibits the use of technology resources in ways that are disruptive, offensive to others, or harmful to morale. Under no circumstances may technology resources be used to transmit, receive or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening or that otherwise violates policies prohibiting discrimination, harassment or violence in the workplace.
- (c) For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.
- (d) E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other nonbusiness matters, except such matters that may be statutorily protected.
- (e) SVCE purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, SVCE does not have the right to reproduce such software for use on more than one computer.
- (f) Employees may only use software on local area networks or on multiple machines according to the software license agreement. SVCE prohibits the illegal duplication of software and its related documentation. Because SVCE employees handle a great deal of sensitive and confidential information, it is important that staff members keep their computers secure at all times. This includes when the employee is away from their desk or when the employee is away from the office, including leaving for the day. To ensure consistent security, employees should do the following:

- (i) *When leaving their desk, press control, alt, delete and enter. The screen will go into lock mode and they will have to unlock (control, alt, delete and password) when they return.*
- (ii) *When leaving for the day, the employee can:*
  - 1) Log off, especially if they plan to use VPN once they leave; or
  - 2) Put the computer into sleep mode; or
  - 3) Turn the computer off.
- (g) Although an employee may be away from their desk only briefly, it is important to keep all SVCE electronic files secure, especially when the employee's desk is in a public area. However, there are often visitors to other areas of the office, so maintaining consistent computer security throughout the building is very important.
- (h) In addition, if using Last Pass or another product to store passwords, employees must sign out of that program when leaving for the day.
- (i) Employees should notify their immediate supervisor or the Chief Executive Officer or any member of management upon learning of violations of this policy.

#### Section 3.15 Social Media

To protect SVCE's interests, employees must adhere to the following rules:

- (a) Other than for SVCE business purposes, employees may not post on a blog or social networking site during their working time or at any time using SVCE equipment or property. SVCE's electronic communication systems are for business use only.
- (b) If an employee identifies himself or herself as an employee of SVCE on any social networking site for purposes other than SVCE business purposes, the communication must include a disclaimer that the views expressed do not necessarily reflect the views of the SVCE management.
- (c) All rules regarding confidential business information apply in full to blogs and social networking sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed on a blog or social networking site. The transmission of confidential or proprietary information without the permission of SVCE is prohibited.
- (d) If an employee mentions SVCE in a blog or elsewhere in online social media, or it is reasonably clear that the employee is referring to SVCE or a position taken by SVCE, and also expresses a political opinion or an opinion regarding the SVCE's positions, actions, or products, the post must specifically disclose the employee's relationship with SVCE and note that the opinion expressed is a personal opinion and not SVCE's

position.

- (e) Any conduct which is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a social networking site. For example, posted material that is discriminatory, defamatory, libelous or malicious is forbidden. SVCE's policies, including but not limited to the Equal Employment Opportunity, Sexual Harassment, Harassment and Workplace Violence policies, apply equally to employee comments on social networking sites even if done on nonworking time.

### Section 3.16 Return of Property

Employees are responsible for all SVCE property, materials, or written information issued to them or in their possession or control. All SVCE property must be returned by employees on or before their last day of work. Where permitted by applicable laws such as the Fair Labor Standards Act which requires at least minimum wage for all work performed, SVCE may withhold from the employee's check or final paycheck the cost of any times that are not returned when required. SVCE may also take all action deemed appropriate to recover or protect its property.

### Section 3.17 Anti-Bullying Policy

- (a) Policy Statement: Silicon Valley Clean Energy is committed to providing a work environment in which employees are treated with dignity and respect. Silicon Valley Clean Energy prohibits all forms of abusive behavior, including bullying. Employees found in violation of this policy will be subject to sanction or disciplinary action, up to and including termination. All employees share in the responsibility of ensuring a working environment free of bullying and retaliation.
- (b) Definitions:
  - (i) *"Bullying" is defined as repeated inappropriate behavior by one or more persons towards another (or others) at the workplace and/or in the course of employment, which intimidates, degrades, humiliates, or undermines. Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully may be irrelevant, and will be given little consideration when determining discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. SVCE considers the following types of behavior examples of abusive behavior that constitute bullying:*
    - 1) Verbal abuse: Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.

- 2) Physical abuse: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property
  - 3) Gesture abuse: Nonverbal threatening gestures; glances that can convey threatening messages.
  - 4) Exclusion: Socially or physically excluding or disregarding a person in work-related activities.
- (ii) *The following examples may constitute or contribute to evidence of bullying:*
- 1) Persistent singling out of one person.
  - 2) Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
  - 3) Public humiliation in any form.
  - 4) Repeatedly accusing someone of errors that cannot be documented.
  - 5) Spreading rumors and gossip regarding individuals.
  - 6) Encouraging others to disregard a supervisor's instructions.
  - 7) Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
  - 8) Inflicting menial tasks not in keeping with normal responsibilities of the job.
- (iii) *"Hazing" is a form of bullying defined as any action taken or any situation created intentionally that causes embarrassment, harassment or ridicule and risks emotional and/or physical harm to members of a group or team, whether new or not, regardless of the person's willingness to participate. Examples of hazing include:*
- 1) Offensive teasing and/or practical jokes on new team members or employees.
  - 2) Intentionally intimidating new team members or employees.
  - 3) Insulting nicknames.
  - 4) Spreading rumors about new team members or employees.
  - 5) Sabotaging the work of a less senior employee.
  - 6) Requiring an employee to perform non-work related tasks.
  - 7) Insinuating to an employee that s/he risks consequences for complaining about rude/ inappropriate behavior or failing to comply with non-related work demands.

(c) Process:

- (i) *Any employee who is a victim or witness of bullying or hazing in the workplace should immediately report the incident to their supervisor or appropriated person in the chain of command. Supervisors and lead workers are required to notify the Chief Executive Officer or his/her designee immediately and take proper measures to stop and prevent bullying behavior.*
- (ii) *Employees found to have violated this policy will face disciplinary action up to and including termination.*
  - 1) **Written Report:** An objective written report will be prepared, which includes the date, time, observations and statements of parties involved in the incident(s), names of witnesses, and other relevant factual information that may be beneficial to the investigation.
  - 2) **No Retaliation:** No one, acting in good faith, who initiates a complaint or reports an incident under this policy will be subject to retaliation.
  - 3) **Investigation:** Upon notification of a bullying report or complaint, the CEO or his/her designee may immediately conduct an investigation. A written report including findings and recommendations may be submitted to the CEO or his/her designee.
  - 4) **Due Process:** Any employee, if found to be a perpetrator, will be provided due process prior to any disciplinary action pursuant to the provisions of a memoranda of understanding.

Article IV. WORKING CONDITIONS

Section 4.01 Expectation of Privacy

- (a) SVCE reserves the right to search, without employee consent, all areas over which SVCE maintains control or joint control with the employee.
- (b) Therefore, employees have no expectation of privacy in SVCE or joint controlled workplace areas which include, but are not limited to, offices, cubicles, work locations, employer provided or designated parking areas, desks, computers (including electronic files), voicemail, e-mail, SVCE- issued cell phones, lockers, rest or eating areas, or SVCE vehicles.
- (c) Desks, lockers, and other storage devices, including electronic storage, may be provided for the conveniences of employees but remain the sole property of SVCE. Accordingly, they, as well as any articles found within them, can be inspected by any supervisor or other authorized representative of SVCE at any time, either with or without prior notice.

- (a) SVCE is committed to all employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from supervisors and management.
- (b) SVCE is committed to fair treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive feedback.
- (c) If a situation occurs when employees believe that a condition of employment or a decision affecting them or SVCE is unjust or inequitable or deemed to constitute gross mismanagement or significant waste of funds, an abuse of authority and/or a substantial and specific danger to public health or safety, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.
  - (i) *Employee presents problem to immediate supervisor at SVCE after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present the problem to the Human Resources department. The supervisor or the Human Resources department to which complaint is made will respond to the problem during discussion or after consulting with appropriate management, when necessary. The supervisor or the Human Resources staff should document the discussion.*
  - (ii) *Employee presents problem to the Chief Executive Officer if the problem is unresolved. The Chief Executive Officer counsels and advises employee, assists in putting problem in writing, visits with employee's manager(s) if necessary, and directs employee to a designated Board member for review of problem.*
  - (iii) *Employee presents problem to the designated Board member in writing.*
  - (iv) *The designated Board member reviews and considers problem and informs the employee of decision and forwards copy of written response to manager for a file separate from the employee's file. The designated Board member has full authority to make any adjustment deemed appropriate to resolve the problem.*
- (d) No employee will be penalized or be subject to retaliation, formally or informally, for voicing a complaint in a reasonable, business-like manner, or for using the problem resolution procedure.
- (e) Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

#### Section 4.03 Life-Threatening Illnesses in the Workplace

- (a) Employees with life-threatening illnesses, such as cancer, heart disease, and HIV/AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. SVCE supports these endeavors as long as employees are able to meet acceptable performance standards.
- (b) State law prohibits the release of confidential medical information to SVCE. An employee with a serious medical condition that may impact attendance or work performance should request an accommodation (see Section 2.08).

#### Section 4.04 Visitors in the Workplace

- (a) To provide for the safety and security of employees and the facilities at SVCE, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.
- (b) All visitors should enter SVCE at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

#### Section 4.05 Workplace Violence

- (a) Silicon Valley Clean Energy is firmly committed to providing a workplace that is free from violence and the threat of violence. In keeping with this commitment, SVCE has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace. Employees are also prohibited from having in their possession weapons including firearms and knives, other than pocket knives or knives commonly used as tools, in the workplace.
- (b) Definitions:
  - (i) *Workplace Violence includes, but is not limited to, harassment, threats, physical attack, or property damage.*
  - (ii) *Threat is the expression of an intent to cause physical or mental harm. An expression constitutes a threat without regard to whether the party communicating the threat has the present ability to carry it out and without regard to whether the expression is contingent, conditional, or future.*
  - (iii) *Physical Attack is unwanted or hostile physical contact such as hitting, fighting, pushing, shoving, or throwing objects.*

- (iv) *Property Damage is intentional damage to property that includes property belonging to the SVCE, employees, visitors, or other persons.*
- (c) Zero Tolerance: Violence or the threat of violence, against or by any employee or any other person is not acceptable.
  - (i) *Should a non-employee, on SVCE property, demonstrate or threaten violent behavior, he/she may be subject to criminal prosecution.*
  - (ii) *Should an employee, during working hours, demonstrate or threaten violent behavior, he/she may be subject to disciplinary action up to and including discharge.*
- (d) Violent Acts: The following actions are considered violent acts:
  - (i) *Fighting or challenging another person to fight.*
  - (ii) *Striking, punching, slapping or assaulting another person.*
  - (iii) *Grabbing, pinching or touching another person in an unwanted way whether sexually or otherwise.*
  - (iv) *Engaging in dangerous, threatening or unwanted horseplay.*
  - (v) *Possession, use, or threat of use, of a gun, knife, or other weapon of any kind in the workplace, including parking lots, work sites, SVCE vehicles, or while engaged in activities for SVCE in other locations.*
  - (vi) *Threatening harm or harming another person, or any other action or conduct that implies the threat of bodily harm.*
- (e) Reporting Violent Acts: Any employee who is the victim of any violent, threatening, or harassing conduct in the workplace, any witness to such conduct, or anyone receiving a report of such conduct, whether the perpetrator is a SVCE employee or a non-employee, may immediately report the incident to their immediate supervisor or other appropriate person in the chain of command. A written report may immediately be prepared and delivered to the CEO or his/her designee. Failure to report a workplace violence situation or file a written report may be cause for disciplinary action up to and including discharge.
- (f) Workplace Violence Written Report: The written report shall be objective and include facts including time, observations, statements made by the parties involved in the workplace violence encounter, names of witnesses to the incident, and other relevant information that may be beneficial to the investigation.
- (g) No Retaliation: No one, acting in good faith, who initiates a complaint or reports an incident under this policy, will be subject to retaliation or harassment.

- (h) Investigation: Upon notification of a workplace violence report, the Human Resources staff may immediately conduct an investigation. A written report including findings and recommendations may be submitted to the Chief Executive Officer, or his/her designee.
- (i) Due Process: Any employee, if found to be a perpetrator, will be provided due process prior to any disciplinary action.

#### Section 4.06 Performance Evaluations

- (a) Evaluation of Employee Performance: It is the responsibility of supervisors to prepare periodic evaluations of performance results to measure and record the employee's actual performance. Strengths and weaknesses will be documented and recommended courses of action outlined for correction and improvement. The purpose of periodic performance evaluations is to provide continuing feedback to employees concerning performance. The performance evaluations shall measure, as objectively as possible, both quantity and quality of work, the manner in which the service is rendered, and the observance of regulations and procedures properly governing the performance of duties.
- (b) Performance Evaluation Forms: Performance evaluations shall be based upon forms approved by the CEO or his/her designee. Service ratings shall be based upon the independent judgment of one or more supervisory personnel, including the immediate supervisor of the employee being rated. Performance evaluation forms will be provided 30 days prior to the date scheduled to be returned to the CEO or his/her designee. The completed performance report shall be presented to the employee for review and signature, and then forwarded to the CEO or his/her designee.
- (c) Annual Evaluations - Merit Increases: This item will be reviewed after consultation with HR consultants.
- (d) Non-timely Evaluations - Merit Increase: If a performance evaluation is not submitted prior to a scheduled merit increase, the employee will automatically advance to the next higher salary step.
- (e) Performance Evaluations – Disagreement: Employees shall have the right to attach a statement disagreeing with the performance ratings received. The statement will be filed with the performance evaluation.

#### Section 4.07 Risk Management

- (a) Risk Management Goals:
  - (i) *To reduce or eliminate the risk of loss;*
  - (ii) *To apply responsive claims management techniques to losses that do occur;*

- (iii) *To protect SVCE budget from catastrophic losses, or an annual accumulation of losses, that would cause financial hardship.*
- (b) **Responsibilities:** The CEO is responsible for the overall risk management program. The Human Resources staff is responsible for day-to-day administration of SVCE's insurance coverage, claims processing, and risk control programs. All employees are responsible for notifying their supervisor, the Chief Executive Officer, safety committee member or human resources if they discover a condition that exposes employees, members of the public or their property to injury or damage. Each department head is responsible for ensuring compliance to the risk management policy requirements stated herein.
- (c) **Insurance Coverage:** Insurance for risks with catastrophic loss potential shall be purchased whenever it is economically feasible and prudent, within the judgment of the Chief Executive Officer. Deductibles and self-insurance retention limits shall be established at amounts consistent with SVCE's financial resources.
- (d) Reserve accounts shall be maintained as restricted funds to cover costs associated with self-insured liability. All employees who use their personal vehicles to conduct SVCE business must provide proof of insurance to Human Resources every six months, prior to the expiration date of their coverage. The amount of coverage must meet or exceed California DMV requirements.
- (e) **Accident Investigation & Claims Administration:** Chief Executive Officer and department heads will review all major accidents, incidents and claims. The review process shall be conducted periodically as needed but not less than quarterly. Human Resources will review all incident reports and claims and will notify the appropriate claim administrator in a timely manner. Managers and supervisors will review all accident reports, incident reports and claims within their area of responsibility to identify and implement appropriate methods for preventing future occurrences. Each manager and supervisor will ensure that requested information is provided to Human Resources and/or appropriate adjustment firms in a timely manner.
- (f) **Contractual Liability:** Liability will be transferred to others whenever appropriate, possible and practical. This includes the use of hold harmless and indemnity clauses in all SVCE agreements, contracts, leases and rental agreements, and the use of insurance clauses that provide adequate protection to SVCE. SVCE's General Counsel, in consultation with the program administrator of SVCE's liability insurance provider, shall review indemnity requirements for all SVCE public works projects, contractors, facility users and other parties with whom SVCE contracts. The specific department head and/or project manager shall be responsible for ensuring that certificates of insurance and endorsements have been obtained and maintained per the contract or

agreement.

#### Section 4.08 Telecommuting

Silicon Valley Clean Energy has an interest in providing a positive work-life balance and in contributing to a healthy environment. To this end, SVCE allows employees whose jobs are conducive to working remotely the ability to work from home or other location for a specified portion of the work week. Remote work must be approved in advance by an employee's supervisor.

#### Section 4.09 Reimbursement Of Expenses

- (a) Personal Vehicles: Employees who are required to use their personal vehicles for SVCE business shall be reimbursed for such use at an appropriate rate to be determined by a schedule adopted by the Board of Directors. Submission of a request for reimbursement must be approved by the Chief Executive Officer or his/her designee.
- (b) Reimbursements: Employees who are required to advance personal funds for conferences, meetings, or the purchase of minor materials and supplies or for other approved services during the performance of or arising out of the duties assigned to the employees work shall be reimbursed for funds so expended. The Chief Executive Officer or his/her designee, may prescribe such administrative rules and regulations governing the allowable kinds and amounts of such reimbursable expenditures and the methods and procedures usable to substantiate and process submitted claims.

#### Section 4.10 Credit Cards

- (a) Purpose: SVCE credit cards are assigned for SVCE purchases only. They are for purchases up to \$X where obtaining purchase orders or setting up a billing is impractical or not available. The Chief Executive Officer can approve exceptions on a case by case basis. The credit card is not intended to replace any of the SVCE's existing purchasing policies or Administrative Procedures.
- (b) Employee Eligibility: The employee's supervisor may request credit cards for employees authorized to make purchases through the SVCE's purchase order system. Requests for approval are submitted to the Finance Director with final approval by the Chief Executive Officer. Requests should include:
  - (i) *Justification for issuing a credit card to the employee and an explanation of why alternate established purchasing methods are insufficient;*
  - (ii) *Suggested maximum purchase dollar limit;*
  - (iii) *Business transaction types expected for card use.*

- (c) When the issue of the credit card is approved, the employee is required to sign a Credit Card Usage Agreement and returned to Chief Executive Officer.
- (d) Proper Use of Credit Cards: The SVCE credit card will have the employee name and SVCE logo embossed on the card. Authorization to use this card is restricted to you or designated staff in your division as authorized by your supervisor. The card is to be used for OFFICIAL SVCE BUSINESS and MAY NOT BE USED FOR PERSONAL PURCHASES.
  - (i) *Cardholders must ensure that sufficient funds are budgeted prior to making any purchase and that transactions will not exceed the card purchasing limit.*
  - (ii) *Employees using SVCE credit cards are responsible for adhering to the SVCE's purchasing procedure and Expense Reimbursement procedure per the Administrative Procedures.*
  - (iii) *Cardholders must retain the original purchase receipts detailing the transaction and purchases to allow reconciliation with monthly credit card statements. Cardholders are to review the statement for accuracy and for any possible fraudulent use. While the cardholder will be held responsible to account for all items appearing on the statement, the Cardholder's supervisor will approve payment of statements.*
  - (iv) *Security of the credit card number should be your primary concern when placing telephone, internet or mail orders. Do not release the credit card number unless you are confident that the merchant is reputable and the internet site is secured.*
  - (v) *If you place an order through the mail or internet, obtain a copy of your order form. Attach the order form and sales receipt, if available, to the statement in which the charge appears.*
  - (vi) *If any cardholder should lose or have his/her credit card stolen or you notice any fraudulent charges, it is his/her responsibility to notify your supervisor, the bank and the Administration & Finance Department immediately.*

#### Section 4.11 Use of Equipment/Parking at SVCE Facilities

- (a) Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using SVCE property, employees are expected to exercise care, request required maintenance, and follow all operating instructions, safety standards, and guidelines.
- (b) Employees should notify the supervisor if any equipment, machines, tools, or vehicles (if any) appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles (if any)

used on the job.

- (c) The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations during the performance of duties are violations of SVCE policy.
- (d) SVCE may provide parking for its employees. If the employee uses SVCE parking facilities the employee is hereby informed and on notice that he/she leaves their vehicle at their own risk and SVCE is not responsible for damage or loss to the employee's vehicle or to any article or personal property left in the vehicle, including but not limited to, damage or loss caused by fire, theft, or accident. No bailment, obligation or duty is created by parking at SVCE's facilities.

#### Section 4.12                      Recycling

- (a) SVCE supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment.
- (b) Special recycling receptacles will be set up to promote the separation and collection of the following recyclable materials at SVCE:
  - (i) *Paper and cardboard recycling*
  - (ii) *Plastic, glass, and aluminum recycling*
  - (iii) *Printer cartridges*
  - (iv) *Batteries*
- (c) The simple act of placing a piece of paper, can, or bottle in a recycling container is the first step in reducing demand on the earth's limited resources. Success of this program depends on active participation by all of us. Employees are encouraged to make a commitment to recycle and be a part of this solution.
- (d) SVCE encourages reducing and, when possible, eliminating the use of disposable products. Source reduction decreases the consumption of valuable resources through such workplace practices as:
  - (i) *Reusing paper clips, folders, and binders*
  - (ii) *Printing documents two-sided and in black and white ink when possible*
  - (iii) *Reusing non-confidential printed documents as scrap paper*

- (iv) *Reusing packaging material*
- (v) *Reusing wooden pallets*
- (vi) *Turning off lights and computers when not in use*
- (vii) *By recycling, SVCE is helping to solve trash disposal and control problems facing all of us today.*

Article V. BENEFITS – This item will be revised after consultation with HR consultants.

Article VI. LEAVES

Section 6.01 Vacation, Sick, Personal Time off

- (a) Time off with pay for vacation, sick or personal reasons is available to eligible employees in the following employment classification(s):
  - (i) *Regular full-time employees*
  - (ii) *Regular part-time employees (on a pro-rated basis per FTE)*
- (b) The amount of paid Leave time employees receive each year is 200 hours. Part-time regular employees will accrue time off according to their FTE.
- (c) Maximum leave accrual is 400 hours.
- (d) Leave benefits do not accrue when an employee is on unpaid leave or during other periods of unpaid absence, except as defined by law.
- (e) Once employees enter an eligible employment classification, they begin to earn paid leave time according to the schedule.
- (f) Paid leave time can be used in minimum increments of one hour. To take time off for vacation, employees must request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.
- (g) Time off is paid at the employee's base pay rate at the time of leave for the amount of hours absent. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.
- (h) As stated above, employees are encouraged to use available paid leave time. In the event that available leave time is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused leave time reaches a "cap" further leave accrual will stop. When the employee uses paid leave time and brings the available amount below the cap, leave accrual will begin again.
- (i) Upon termination of employment, employees will be paid for unused leave time that

has been earned through the last day of work.

Section 6.02 Pregnancy Disability Leave and Paid Family Leave

- (a) If an employee is disabled by pregnancy, childbirth or related medical conditions, they are eligible to take a pregnancy disability leave (PDL). If an employee is affected by pregnancy or a related medical condition, they 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 and can be reasonably accommodated. In addition, if it is medically advisable and can be reasonably accommodated for the employee to take intermittent leave or work a reduced schedule, SVCE may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits that can better accommodate recurring periods of leave.
- (b) PDL is for any period(s) of actual disability caused by the employee's pregnancy, childbirth or related medical condition up to four months (or 88 work days for a full-time employee on a traditional schedule) per pregnancy. PDL is covered by State Disability Insurance (SDI) and provides partial salary replacement while an employee is on an approved pregnancy disability leave.
- (c) PDL does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.
- (d) Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth is covered by PDL.
- (e) Generally, SVCE treats an employee's pregnancy disability the same as other disabilities of similarly-situated employees. This affects whether the employee's leave will be paid or unpaid.
- (f) The employee is required to obtain a certification from their health care provider of their pregnancy disability or the medical advisability for a transfer. The certification should include: 1) the date on which the employee became disabled due to pregnancy or the date of the medical advisability for a transfer; 2) the probable duration of the period(s) of disability or the period(s) for the advisability of a transfer; and, 3) a statement that, due to the disability, the employee is either unable to work at all or to perform any one or more of the essential functions of their position without undue risk to them or to other persons; or a statement that, due to their pregnancy, a transfer to a less strenuous or hazardous position or duties is medically advisable.
- (g) At the employee's option, they can use any accrued time off as part of the PDL before

taking the remainder of the leave on an unpaid basis. SVCE requires, however, that the employee use any available leave during the PDL. The substitution of any paid leave will not extend the amount of PDL available to an employee.

- (h) If the employee does not return to work on the originally scheduled return date nor request in advance an extension of the agreed upon leave with appropriate medical documentation, the employee will be deemed to have voluntarily terminated their employment with SVCE. Failure to notify SVCE of their ability to return to work when it occurs, or their continued absence from work because their leave must extend beyond the maximum time allowed, may be deemed a voluntary termination of employment with SVCE, unless the employee is entitled to Paid Family Leave (PFL) administered by the State of California.
- (i) As an additional maternity leave benefit, state PFL is provided for up to 30 work days (six weeks) for bonding with a newborn or newly adopted child. PFL provides for partial salary replacement during the employee's leave.
- (j) Upon the employee's return from a covered PDL and/or PFL, they will be reinstated to the same position, unless that position has been eliminated, in which case a similar position will be offered.
- (k) Taking a PDL and/or PFL may impact certain of the employee's benefits and seniority date. For more information regarding eligibility for a leave and the impact of the leave on seniority and benefits, please contact the CEO or his/her designee.

#### Section 6.03 State Paid Family Leave Benefits

- (a) An employee who is off work to care for a child, spouse, parent, or registered domestic partner with a serious health condition, or to bond with a newborn or newly adopted child, may be eligible to receive benefits through the California "Paid Family Leave" ("PFL") program.
- (b) These benefits solely are financed through employee contributions to the PFL program. That program is solely responsible for determining if an employee is eligible for such benefits. There generally is a waiting period during which time no PFL benefits are available.
- (c) If an employee needs to take time off work to care for a child, parent, parent-in-law, grandparent, grandchild, spouse or registered domestic partner with a serious health condition or to bond with a new child they should advise the CEO or his/her designee, and they will be given information about the PFL program and how to apply for

benefits. The employee must contact the CEO or his/her designee prior to their return to work. A return to work certificate may be required.

- (d) When an employee applies for PFL benefits, SVCE will determine if the employee has any accrued leave available. If the employee has accrued but unused leave available, then the employee may use his/her leave during the waiting period and any PFL time.

Section 6.04 Military Leave:

Military leave shall be granted in accordance with the provisions of California statutory law. All employees entitled to military leave shall give their supervisor an opportunity, within the limits of the military requirement, to determine when such leave shall be taken.

Section 6.05 Jury Duty:

Employees called for jury duty shall be paid for regular work time upon receipt by the CEO or his/her designee of confirmation that the employee reported to jury duty by the Jury Commissioner.

Section 6.06 Temporary Disability Benefits:

Any employee sustaining an injury arising out of, or in the course of, the performance of his job and who cannot perform the duties and responsibilities normally assigned to that job is entitled to receive temporary disability payments as prescribed by California statutory law.

- (a) Any employee entitled to receive temporary disability payments may elect to supplement such payments with an amount not to exceed that which is the employee's weekly earning or weekly earning capacity by use of accrued leave hours.

Section 6.07 Attendance:

- (a) Employees shall be expected to perform their given work assignments until the end of that work period. An employee who is not able to do so shall notify his/her supervisor of that fact at the earliest possible time after that fact is known to him/her. Abuse of attendance requirements may be grounds for appropriate disciplinary action.

Section 6.08 Attendance Records:

- (a) Attendance records shall be maintained for each employee and shall form the basis for payroll and accounting requirements.

Section 6.09 Overtime

- (a) Overtime pay shall be made when an employee is authorized by their supervisor to work in excess of forty hours during the normal work week.
- (b) Overtime assignments will be distributed as equitably as practical to all employees

qualified to perform the required work. SVCE reserves the right to assign mandatory overtime, as needed.

(b) Non-Exempt Overtime

(i) *All approved work performed by employees in excess of 40 hours in a seven day work week, shall be paid in accordance with federal and state wage and hour requirements, as they apply to public agencies.*

(c) Exempt Employees

(i) *Management and unrepresented professional employees designated exempt under the Fair Labor Standards Act are ineligible for overtime payment. However, no deduction from leave balances are made when such employee is absent from work less than a regular working day.*

Section 6.10 State Disability Insurance

(a) SVCE employees are covered by Short-Term Disability Insurance (SDI) as an employee-paid payroll deduction and administered through the State of California Employment Development Department. Under the SDI plan, a disability is any illness or injury, either physical or mental, which prevents an employee from doing the regular or customary duties of their job. It also includes elective surgery, pregnancy, childbirth, or related medical conditions. SDI is designed to partially replace wages that are lost due to a disability not caused by work. SVCE will integrate an employee's leave accruals, if any, with SDI payments so that an employee can receive an amount when combined would equal full pay.

Section 6.11 Holidays

(a) SVCE will grant 64 hours per year on federal holidays to all employees in an eligible employment classification. The observed holidays will be posted annually. Additionally, the day after Thanksgiving and Christmas Eve will be considered holidays.

(b) Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

(c) Eligible employee classification(s):

(i) *Regular full-time employees*

(ii) *Regular part-time employees*

(d) If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday unless the work on the holiday puts them into overtime status for the work period.

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

Section 6.12                      Time Off to Vote

- (a) SVCE encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, SVCE will grant up to 1 hours of paid time off to vote.
- (b) Employees must request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.
- (c) Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

DRAFT

**ACKNOWLEDGMENT OF RECEIPT OF THE SILICON VALLEY CLEAN ENERGY  
UPDATED PERSONNEL RULES AND POLICIES**

The undersigned employee of Silicon Valley Clean Energy acknowledges receipt of Silicon Valley Clean Energy's Personnel Rules and Policies.

I understand that I am responsible for reading, understanding, and complying with the Personnel Rules and Policies.

I acknowledge a signed copy of this Acknowledgement of Receipt shall be placed in my official personnel file.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date



## Staff Report – Item 5

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To: Silicon Valley Clean Energy Authority Executive Committee

From: Tom Habashi, Chief Executive Officer

**Item 5: Update on Finance and Banking Arrangement**

Date: 8/4/2016

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### **BACKGROUND**

On behalf of the (SVCEA), staff at the City of Mountain View (City) has investigated various financing options and banking services to support SVCEA operations and power supply contracts for the initial phases of program roll out. The Board received a report on their findings at the May 11, 2016, meeting and authorized the issuance of a Request for Proposal (RFP) for banking services and a \$20M line of credit services. Five proposals were received on July 5. On July 18, the financing committee met by phone to evaluate the proposals and, based on strong responses, selected a subset of proposers to interview on August 3.

In parallel, the Finance and Administrative Services Director and City Manager of Mountain View have been researching and pursuing the potential for SVCEA's member agencies to provide a term loan and/or credit guaranty to support the \$20M credit facility. The original proposal envisioned an option whereby interested member agencies could loan some or all of the \$20M at a modest interest rate, and it also called for a credit guaranty to be provided by each member Agency on a pro-rata share based on load size. The City Managers were briefed on this topic at their monthly meeting on June 8 and subsequent conversations ensued among various finance directors involved in the financing discussion.

### **ANALYSIS & DISCUSSION**

Based on the strong response from the proposing banks, the bank financing available is potentially administratively more straightforward and less costly than a municipal loan approach. That said, there is a possibility that a credit guaranty (or other security reserve) would still be required, although the amount and duration of such a guaranty may be smaller than previously considered. Through the course of further negotiations, the credit guaranty requirements may be significantly reduced or even removed, which would eliminate the need to continue to seek assistance from member agencies. In the meantime, staffs with the Cities of Mountain View and Sunnyvale are continuing conversations about the prospect of providing guaranty support to SVCEA. More will be known on this and other key terms in the coming weeks.

As per the existing SVCEA workplan and timeline, the goal is to have identified an SVCEA banking partner, negotiated credit terms and, if warranted, finalized the required credit guarantee agreements for SVCEA Board approval at its October 12, 2016, Board meeting. Depending on the time needed for negotiations, an agreement

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**Agenda Item: 5****Agenda Date: 8/4/2016**

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could be in place in time for the September Board meeting. In any case, SVCEA is well positioned to meet its goal of having a \$20M line of credit and other related banking services in place by November in order to execute a power supply contract and hire additional staff to prepare for customer enrollment commencing in April 2017.



## Staff Report – Item 6

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To: Silicon Valley Clean Energy Authority Executive Committee

From: Tom Habashi, Chief Executive Officer

**Item 6: Cash Flow Analysis**

Date: 8/4/2016

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### **BACKGROUND**

Prior to the SVCE formation, the Cities of Sunnyvale and Cupertino engaged in a number of work activities, including managing the feasibility study and the technical analysis to examine the viability of forming a community choice aggregation program in Silicon Valley. The effort was funded by the cities of Cupertino, Mountain View and Sunnyvale and the County of Santa Clara at roughly \$700,000. The technical study projected a need of an additional \$3 million to fund the start-up of the Authority operation. Upon its formation, SVCE members added \$2 million to fund the start-up phase and directed staff to seek the additional funds, if necessary, through loans.

### **ANALYSIS & DISCUSSION**

The first spreadsheet shows cash flow of operating expenses from April 1, 2016 (SVCE formation date) thru June 30 2017, the earliest time that we expect to receive revenue from the sale of electricity to SVCE retail customers. It's expected that an additional \$1.5 million will be needed in January 2017 to cover operational expenses until June 2017. This is higher than what was anticipated in the technical study as a result of having to send notices to customers in the 2<sup>nd</sup> phase out period prior to receiving revenue from customers that were including in the first phase out period.

The second spreadsheet shows cash flows for CYs 2017 and 2018, inclusive of forecasted power supply revenues and expenses. However this cash flow doesn't include the funds that will have to be kept in a margin account immediately after signing power supply transaction sheets, scheduled for December of 2016. That amount may range from \$3 to \$5 million.

Staff will be negotiating for banking arrangement and a line of credit that will be sufficient to handle anticipated deficits before and after commencement of operation. It's more than likely that SVCE will retire the line of credit in the first 12 months of operation.

### **ATTACHMENTS**

1. Monthly Financial Expenditures
2. Monthly Operating Cash Flows

																		Monthly Financial Expenditure												
																		Dec	Jan	Feb	Mar	Apr	May	Jun						Total
	AGMT NTE	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total													
<b>STAFFING</b>																														
SVCE				20,558	20,271	22,000	22,000	22,000	40,000	80,000	80,000	120,000	120,000	160,000	160,000	200,000	1,066,829													
Sunnyvale	225,000				20,000	20,000	20,000	20,000	15,000	5,000	5,000	5,000	5,000				115,000													
Cupertino	155,000				15,000	15,000	15,000	15,000	10,000								70,000													
M. View					2,000	2,000	2,000	2,000									8,000													
County					1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000													
																	-													
<b>CONSULTANTS</b>																	-													
PEA	265,000	4,657	20,119	27,065	15,000	20,000	20,000	20,000	25,000	10,000	10,000	6,000	6,000	6,000	6,000	6,000	201,841													
LEAN	75,000				6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	72,000													
MIG	145,500		22,361		20,000	20,000	20,000	20,000	20,000								122,361													
JVSV	68,000	2,295	6,345	7,695	10,000	10,000	10,000	10,000	10,000								66,335													
Bryce HR	11,500					12,000											12,000													
Legal (RWG)	80,000	18,685	11,871	10,130	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	160,686													
Legal contract							40,000	40,000	40,000								120,000													
																	-													
<b>PROGRAM ROLL OUT</b>																	-													
Post Bond										100,000							100,000													
Notices											75,000	75,000		300,000	300,000		750,000													
																	-													
<b>CAPITAL AND MISC.</b>																	-													
Office Lease											55,000	55,000	55,000	55,000	55,000	55,000	330,000													
Office Furniture									30,000		150,000						180,000													
Travel					2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000													
Misc				494	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,494													
																	-													
<b>Total</b>		25,637	60,696	65,942	122,271	141,000	169,000	169,000	210,000	215,000	395,000	281,000	206,000	541,000	541,000	281,000	-	3,423,546												
			86,333	152,275	274,546	415,546	584,546	753,546	963,546	1,178,546	1,573,546	1,854,546	2,060,546	2,601,546	3,142,546	3,423,546														
			(1,791,121)	(1,725,179)	(1,602,908)	(1,461,908)	(1,292,908)	(1,123,908)	(913,908)	(698,908)	(303,908)	(22,908)	183,092	724,092	1,265,092	1,546,092														

**SILICON VALLEY CLEAN ENERGY  
MONTHLY OPERATING CASH FLOWS**

	<b>3/31/2017</b>	<b>4/30/2017</b>	<b>5/31/2017</b>	<b>6/30/2017</b>	<b>7/31/2017</b>	<b>8/31/2017</b>	<b>9/30/2017</b>	<b>10/31/2017</b>	<b>11/30/2017</b>	<b>12/31/2017</b>
Operating Revenue	\$ -	\$ -	\$ 3,808	\$ 4,558,352	\$ 7,957,584	\$ 8,694,327	\$ 16,488,355	\$ 19,875,711	\$ 19,963,172	\$ 18,733,652
Operating Expenses	\$ 183,000	\$ 541,000	\$ 541,000	\$ 4,313,678	\$ 6,284,924	\$ 6,693,466	\$ 11,494,429	\$ 14,915,930	\$ 14,810,374	\$ 15,506,159
Net Cash From Operations	\$ (183,000)	\$ (541,000)	\$ (537,192)	\$ 244,674	\$ 1,672,660	\$ 2,000,862	\$ 4,993,926	\$ 4,959,781	\$ 5,152,798	\$ 3,227,493
<b>Cummulative Cash Flow</b>	<b>\$ (183,000)</b>	<b>\$ (724,000)</b>	<b>\$ (1,261,192)</b>	<b>\$ (1,016,518)</b>	<b>\$ 656,143</b>	<b>\$ 2,657,004</b>	<b>\$ 7,650,930</b>	<b>\$ 12,610,711</b>	<b>\$ 17,763,509</b>	<b>\$ 20,991,002</b>

**SILICON VALLEY CLEAN ENERGY  
MONTHLY OPERATING CASH FLOWS**

	<b>1/31/2018</b>	<b>2/28/2018</b>	<b>3/31/2018</b>	<b>4/30/2018</b>	<b>5/31/2018</b>	<b>6/30/2018</b>	<b>7/31/2018</b>	<b>8/31/2018</b>	<b>9/30/2018</b>	<b>10/31/2018</b>	<b>11/30/2018</b>	<b>12/31/2018</b>
Operating Revenue	\$ 15,681,897	\$ 15,429,856	\$ 15,832,075	\$ 15,163,140	\$ 14,609,822	\$ 17,086,910	\$ 21,415,570	\$ 22,872,700	\$ 23,710,948	\$ 23,877,331	\$ 22,943,823	\$ 19,885,122
Operating Expenses	\$ 16,297,749	\$ 16,242,916	\$ 17,647,867	\$ 16,985,102	\$ 15,970,391	\$ 16,537,850	\$ 16,967,025	\$ 17,395,798	\$ 18,074,581	\$ 18,586,571	\$ 17,849,794	\$ 16,797,785
Net Cash From Operations	\$ (615,852)	\$ (813,060)	\$ (1,815,792)	\$ (1,821,962)	\$ (1,360,569)	\$ 549,060	\$ 4,448,545	\$ 5,476,901	\$ 5,636,367	\$ 5,290,760	\$ 5,094,030	\$ 3,087,337
<b>Cummulative Cash Flow</b>	<b>\$ 20,375,150</b>	<b>\$ 19,562,090</b>	<b>\$ 17,746,298</b>	<b>\$ 15,924,336</b>	<b>\$ 14,563,767</b>	<b>\$ 15,112,827</b>	<b>\$ 19,561,371</b>	<b>\$ 25,038,273</b>	<b>\$ 30,674,640</b>	<b>\$ 35,965,400</b>	<b>\$ 41,059,430</b>	<b>\$ 44,146,767</b>