



SOUTH FEATHER WATER & POWER AGENCY

AGENDA

**Regular Meeting of the Board of Directors of the
South Feather Water & Power Agency
Board Room, 2310 Oro-Quincy Highway, Oroville, California
Tuesday; March 28, 2023; 2:00 P.M.**

Remote participation is available via Zoom by logging into:

<https://us02web.zoom.us/j/82946891198>

Meeting ID: 829 4689 1198

+16699006833,,82946891198# US (San Jose)

For attendees calling by phone use *9 to raise hand

A. Roll Call

B. Approval of Minutes

(Tab 1)

C. Approval of Checks/Warrants

(Tab 2)

D. Business Item

LAFCO Election Ballot

(Tab 3)

SFWPA Vote for Special District Regular "Enterprise" Member.

Clerical and Support Employees Unit Memorandum of Understanding.

(Tab 4)

Requesting approval of term and language changes in the CSEU MOU.

Management and Professional Employees Unit Memorandum of Understanding.

(Tab 5)

Review and Approval of term and language changes in the MPEU Memorandum of Understanding.

E. Staff Reports

(Tab 6)

F. Public Comment – *Public comment for Directors can be submitted anytime via e-mail. However, in order to be read into the record during the meeting it must be submitted to PublicRelations@southfeather.com by 12:00 P.M. Tuesday March 28, 2023. Individuals will be given an opportunity to address the Board regarding matters within the Agency's jurisdiction that are not scheduled on the agenda, although the Board cannot take action on any matter not on the agenda. Comments will be limited to 5 minutes per speaker. An opportunity for comments on agenda items will be provided at the time they are discussed by the Board. Comments will be limited to five minutes per speaker per agenda item.*

G. Directors' Reports

Directors may make brief announcements or reports for the purpose of providing information to the public or staff, or to schedule a matter for a future meeting. The Board cannot take action on any matter not on the agenda and will refrain from entering into discussion that would constitute action, direction or policy, until the matter is placed on the agenda of a properly publicized and convened Board meeting.

H. Closed Session

(Tab 7)

Conference with Labor Negotiator (Government Code §54957.6(a)):

Agency-designated representative: Rath Moseley.

Employee Organizations: IBEW 1245, Hydro Generation Employees Unit and Water Treatment and Distribution

Employees Unit; Management & Professional Employees Unit- MOU Negotiations

Conference with Legal Counsel – Existing Litigation

(Paragraph (1) of subdivision (d) of Government Code section 54956.9

- A. Name of Case: North Yuba Water District v. South Feather Water & Power Agency et al., Sutter County Superior Court Case No. CVCS21-0001857
- B. Name of Case: South Feather Water & Power Agency v. North Yuba Water District et al., Sutter County Superior Court Case No. CVCS21-0002073

I. Open Session

J. Adjournment

The Board of Directors is committed to making its meetings accessible to all citizens. Any persons requiring special accommodation to participate should contact the Agency's secretary at 530-533-2412, preferably at least 48 hours in advance of the meeting.

MINUTES of the REGULAR MEETING of the BOARD of DIRECTORS of SOUTH FEATHER WATER & POWER AGENCY

**Tuesday, February 28, 2023, 2:00 P.M.,
Agency Board Room, 2310 Oro-Quincy Hwy., Oroville, California**

DIRECTORS PRESENT (In Person): Rick Wulbern, Ruth Duncan, John Starr, Mark Grover, Brad Hemstalk

DIRECTORS PRESENT (Remote): None

DIRECTORS ABSENT: None

STAFF PRESENT (In Person): Rath Moseley, General Manager; Art Martinez, Manager Information Systems; Dan Leon, Power Division Manager; Cheri Richter, Finance Manager; Dustin Cooper, General Counsel; John Shipman, Water Treatment Superintendent; Kristen McKillop, Regulatory and Compliance Manager; Jaymie Perrin Operations Support Manager

STAFF PRESENT (By Zoom): None

OTHERS PRESENT (Via Zoom): None

OTHERS PRESENT (In Person): Roger Bailey, Marieke Furnee, Maurice Miller

CALL TO ORDER

President Wulbern called the meeting to order at 2:00 p.m. and led the Pledge of Allegiance.

APPROVAL OF MINUTES

M/S: (Grover/Starr) approving the Minutes of the Regular Meeting of January 24, 2023.

Ayes: Duncan, Wulbern, Hemstalk

Public Comment: Roger Bailey inquired about a discussion at the previous month's meeting and an ad-hoc committee being formed. The General Manager was asked to respond and communicated in detail what was actually discussed by the board during the January board meeting.

APPROVAL OF CHECKS AND WARRANTS

M/S (Wulbern/Starr)

Ayes: Duncan, Grover, Hemstalk

Approving the total General Fund and Joint Facilities operating fund expenditures for the month of January 2023 in the amount of \$1,307,295.30 and authorize the transfer of \$1,500,000.00 from the TCB General Fund to the TCB Accounts Payable and Payroll Fund for the payment of regular operating expenses.

BUSINESS ITEMS

LAFCO Nomination

Nominating Ruth Duncan for consideration of LAFCO Special District Regular "Enterprise" Member.

M/S (Wulbern/Hemstalk)

Ayes: Grover, Starr

Abstain: Duncan

Public Comment: None

FINANCE MANAGER'S REPORT

The Finance Manager communicated the following:

Health Plans

There are four plans available for employees to choose from in 2023, two HMO plans and two PPO plans. The 2023 cap for the monthly employer premium is \$2,905.93, an increase over the 2022 cap of \$2,824.93. Two of the plans (one HMO and one PPO) offered require an employee to pay a portion of the premium if the family size is 3 or more. There are currently eight employees that have chosen a PPO plan with the employee portion of \$214.38 per month. The majority of employees (40) chose the HMO plan with a premium below the cap (no out-of-pocket expense).

Interim audit work

Audit work continues, our goal is to have the requested documents and information available to the auditors by March 8th.

Our 2021 Financial Transaction Report for FY 2022 was prepared by C.J. Brown & Company CPA's and submitted to the State Controller's Office.

Budget Modifications for 2023

JFOF, Budget Item #86—Forbestown Powerhouse Cooling Water Strainer System, engineering proposed was originally budgeted for \$20,000. The intent was to perform a large-scale replacement of the system, with the first phase involving engineering efforts. However, immediate needs required a replacement of a faulty strainer at the cost of \$63,000. To accommodate the increase, Budget Item #128—Miners Ranch Canal Vertical Wall Replacement Program was reduced from \$600,000 to \$557,000.

General Fund, Unbudgeted Item—SB 998 Translation Services. SB 998 requires specific sections in our delinquency notifications to be translated into four languages at a cost of \$4,150.48.

POWER DIVISION MANAGER'S REPORT

The Power Division Manager communicated the following:

South Fork Div tunnel average flow was 279 CFS. Slate Creek Div tunnel was open for 9 days this month. Little Grass Valley and Sly Creek Reservoirs combined storage was 118 kAF at month's end. The following reservoirs are currently spilling: LGV Res, Ponderosa Res.

DWR Bulletin 120 observed conditions as of February 16 for accumulated WY to date precipitation is at 121% of average (North Region 8-Station Index), and observed snowpack is at 154% of average for April 1 (North Region).

MAINTENANCE

Powerhouses

- Woodleaf Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage completed and powerhouse restored to service. Perform PM and calibration of governor. Remove rock fall material and scale hillside. Forced Outage due to cooling water system problem.
- Forbestown Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for March 5 thru 18, 2023. Transport equipment and tools to powerhouse, in preparation of maintenance outage.
- Sly Creek Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for October 2 thru 21, 2023. Forced Outage due to governor problem.
- Kelly Ridge Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance completed. Annual maintenance outage scheduled for November 6 thru 18, 2023. Fabricate generator security screens. Transport exciter armature to machine ship. Forced Outage due to PG&E 60-kV line problem.

Project Facilities and Assets

- LGV Res – Inspect site, repair SF3 monitoring system
- South Fork Div. – Inspect site, clean trash racks
- Slate Crk Div. – Inspect gates and controls
- Sly Creek Tunnel – Fabricate PSV protection enclosure and bracing
- Lost Creek Res – Plow snow from access roadway, inspect log booms
- Fields Ridge – Inspect comm site, remove debris and vegetation
- Power Div HQ – Clean up lower yard and remove scrap material
- Power Div HQ – Clean and organize Hazmat storage room
- MRC – Inspect canal and clean trash racks
- Install Scada equipment
- Perform vehicle fleet and equipment maintenance

REGULATORY COMPLIANCE

As discussed during the January 2023 Board meeting, there are compliance items included in the approved 2023 Budget that will require outside consulting services to complete. Prior to the solicitation of proposals to conduct that work, here is some further background information on those items.

Owners Dam Safety Program Audit and Plan update: As a hydropower project licensed by the Federal Energy Regulatory Commission (FERC), SFWPA is required to maintain an Owners Dam Safety Program (ODSP) to ensure dam safety is prioritized, and to document expertise within and available to the Agency that act as the first line of defense against dam failures. FERC also requires that licensees conduct an external audit, or peer review, of their

dam safety program on a schedule not to exceed five years. SFWPA's ODSP has not been comprehensively updated since 2013, and an external audit has not been previously performed.

Title 18 of the Code of Federal Regulations, Conservation of Power and Water Resources, gives authority to FERC to oversee not only hydropower operations, but dam safety. The following sections outline the requirements for the ODSP Audit.

18 CFR § 12.64 Annual review and update of Owner's Dam Safety Program.

The Owner's Dam Safety Program, and the implementation thereof, shall be reviewed at least once annually by the licensee's dam safety staff and discussed with senior management of the Owner's organization. The licensee shall submit the results of the annual review, including findings, analysis, corrective measures, and/or revisions to the Owner's Dam Safety Program, to the Regional Engineer.

§ 12.65 Independent external audit and peer review.

(a) Applicability. For licensees of one or more dams or other project works classified as having a high hazard potential, as defined in § 12.3(b)(13)(i), an independent external audit or peer review of the Owner's Dam Safety Program, and the implementation thereof, shall be performed at an interval not to exceed five years.

(b) Qualifications. A statement of qualifications for the proposed auditor(s) or peer review team that demonstrates independence from the licensee and its affiliates shall be submitted to the Regional Engineer for review, and written acceptance thereof must be obtained from the Regional Engineer prior to performing the audit or peer review.

(c) Reporting. (1) The auditor(s) or peer review team shall document their findings in a report. (2) The report on the audit or peer review shall be reviewed by the Owner, Chief Dam Safety Engineer or Chief Dam Safety Coordinator, and management having responsibility in the area(s) audited or reviewed. (3) The report on the audit or peer review shall be submitted to the Regional Engineer.

Security and Vulnerability Updates: The FERC Security Program for Hydropower Projects outlines responsibilities for both physical and cyber security. The foundation for the FERC Hydropower Security Program are the three security groups (Security Groups 1, 2, and 3) as based on potential dam hazard classification, project size, potential consequences, and installed generation capacity. SFWPA has not conducted a Vulnerability Assessment since 2010, and though the Security Plans are updated annually, a comprehensive update of the plans will need to be done in conjunction with the Vulnerability Assessment.

A Security Group 1 Dam is defined by the level of its Consequence, Vulnerability, and Likelihood of Attack.

- Little Grass Valley Dam –Security Group 1
- Sly Creek Dam –Security Group 1
- Lost Creek Dam –Security Group 1
- Miners Ranch Dam –Security Group 1

A Security Group 3 Dam is defined as any FERC dam not meeting the definitions of Security Group 1 or Group 2 Dams. There are no security document requirements, however a Security Assessment and Security Plan are highly recommended, and shall be at the discretion of the licensee.

- Ponderosa Diversion Dam –Security Group 3

FERC Security Group Requirements		
Requirement	Security Group 1	Security Group 3
Security Assessment (Annual update/10 Year Reprint)	YES	NO
Vulnerability Assessment (Annual update/5 Year Reprint)	YES	NO
Security Plan (Annual update/Exercise every 5 years)	YES	NO
Internal Emergency Response (sub-element of SP)	YES	NO
Rapid Recovery Plan (sub-element of SP)	YES	NO
Annual Security Compliance Certification Letter	YES	NO

PROJECT WORK

Forbestown Powerhouse Condition Assessment

The Agency is requesting proposals from engineering companies with established experience in performing condition assessments of hydro-electric generators, and in preparing technical documents for replacement and rebuilding of Powerhouse major equipment, systems and structures. SFWPA intends to perform a condition assessment for all

major systems and equipment at the Forbestown Powerhouse, which was originally commissioned in 1963. Work tasks to be performed by the selected engineering company will include:

- Perform detailed condition assessments at Forbestown Powerhouse for powerhouse civil structures, and mechanical and electrical systems and equipment.
- Identify work tasks for items that require replacement or overhaul, as identified in the condition assessment.
- Prepare and develop work scopes, schedules, and cost estimates for the work tasks identified in the condition assessment.
- Provide budgetary cost estimates to prepare engineering specifications and drawings for the work tasks identified in the condition assessment.
- Provide budgetary cost estimates for field engineering/construction services to manage the execution of work tasks, and function as the Agency's Representative.

Next steps for this project are to receive the proposal packages from respondents, and conduct evaluations and interviews as necessary to select a qualified and experienced engineering company.

PERSONNEL

No new update.

GENERAL MANAGER'S REPORT

The General Manager communicated the following:

The total Miners Ranch Treatment Plant (MRTP) treated water production for the month of January totaled 73.95 million gallons.

The total Bangor Treatment Plant (BTP) treated water production for the month of January totaled .323 million gallons.

The Red Hawk Ranch Pump Station raw water total flow for January totaled 146,097 gallons.

District Wide Water Operations

One new domestic service installed as the crew focuses on general maintenance. An effort was applied to use the new truck mounted vacuum system to clean out meter boxes for improved visibility of reading meters and discovery of any small leaks from aging infrastructure.

Irrigation Water Operations

Upper Forbestown Ditch - SF staff have been prepping portions of the upper Forbestown ditch for leak repairs and flow improvement. There are four sections of primary focus for the 2023 irrigation season, all of which will have shotcrete lining installed. The first section is to shotcrete ~1200' and is ready to mobilize weather permitting.

Irrigation Improvements:

The team was able to take advantage of the weather conditions in the month of January and accomplish two significant repairs within the irrigation system. Both of these repairs/improvements were planned after the conclusion of last irrigation season and we look forward to the positive impacts in the 2023 irrigation season.

General Updates

- Palermo Water Consolidation Project – Engineering drawings in review at the County for permit issuance. No updates as of this writing on project funding status.
- Ophir Road Warehouse Project – A meeting was conducted with NorthStar Engineering on water and flow requirements. The initial request was for 8,000 gallons per minute of flow which will require the developer or agency to design and construct a booster station at the location and possible distribution pipeline size increase from Lincoln Blvd. to project location. The engineering firm is re-evaluating flow requirements and will interface with Cal Fire.
- Mooretown Rancheria - The following email was received on January 30th:

Rath-

Is there a time I can talk to you this week about sigma implementation around the Wyandotte sub-basin? The tribe would like to utilize their ability to do intra county water transfers.

Josh F.W. Cook
Mooretown Rancheria of Maidu Indians

A response was sent same day by SF and as of this writing no additional communications have taken place. Once a better understanding of the topic is realized, the board will be updated.

SB 998 Statistics (At time of print)

Billing cycles are based on meter reading routes

Billing Cycle	Division Impacted	# of Mail Notices Generated	Carrying Costs of Mail Notice Status	# of Door Hangers "Shut-Off" Notices Generated	Carrying Cost of Door Hanger Status
1 & 2	1,2,3,5	134	\$12,842.17	87	\$10,779.74
3 & 4	2,3,4	136	\$11,446.25	95	\$9,753.89
5 - 10	1,2,3,4,5	169	\$17,359.57	Will Generate 03/02/2023	

Backflow Program

Since December, both field and administrative staff have been coordinating an upgrade to how our backflow program records are entered and maintained, including a new database interface via a tablet that allows field staff to document at point of inspection. In addition to those continuous improvement efforts, our administrative staff updated each account within Springbrook to allow cohesiveness between the two systems. This effort benefits multiple channels throughout water division and bolsters the agency's ability to meet all state reporting requirements. Overall, we believe this endeavor lays the path for future programmatic upgrades in the categories of meter calibration, flushing, and valve exercising.

Upcoming Butte Fire Safe Council Event at Lake Wyandotte

The agency received a request from the Butte Fire Safe Council in coordination with the Lake Wyandotte Firewise USA group to host a "pull the broom" event tentatively scheduled for March 4th. An initial site evaluation has already been conducted by both groups and SFWPA staff to ensure the event is a success. SFWPA crews are planning to be on-site next week (weather pending) to complete a debris/trash pick-up of the area, so the volunteers can solely focus on their vegetation management efforts the day of the event. Unfortunately, Lake Wyandotte has had a long history with illegal dumping activity. On a more positive note, the vegetation management efforts that were conducted by the Butte County Sheriff's Work Program in 2019 are holding well.

PG&E Remote Grid and Notice of Default

A notice of default letter was received on January 20th stating "current metering does not meet the standby metering data requirements and both access to the facility and metering single line diagrams are required to understand the steps the remedy the meters to include a PG&E revenue meter at each point where standby loads are served by PG&E".

SFWPA's response was to provide single line diagrams (complete) and receive feedback on dates for escorted facility review of assets. PG&E has responded that they are reviewing the diagrams and will respond.

A second communication is taking place with PG&E requesting to evaluate Kelly Powerhouse for a "Remote Grid" conversion possibility. SF responded and has requested names of entities that have migrated to remote grid technology for hydro powerhouses and an example of where PG&E owned hydro assets have also converted.

What is Remote Grid? (Content from PG&E website)

Remote Grids are a new way to safely provide power while reducing wildfire risk. A Remote Grid uses a Standalone Power System to provide power to customers living and working in less-populated, high-fire threat areas.

These systems combine solar power, batteries and fuel-powered generators to provide customers with safe, clean, continuous electric service. Plus, they're independent of the larger electric grid. Remote Grids help:

- Reduce wildfire risk by removing electric poles and overhead powerlines
- Provide safe and reliable electric service
- Reduce service gaps during winter weather or Public Safety Power Shutoffs (PSPS)

PG&E is one of the first utilities in North America to offer Standalone Power Systems as alternatives to traditional powerlines.

PUBLIC COMMENT

Public comment for Directors can be submitted anytime via e-mail. However, in order to be read into the record

during the meeting it must be submitted to PublicRelations@southfeather.com by 12:00 P.M. Tuesday February28, 2023.

Marieke Furnee introduced herself to the board and thanked South Feather for the work being performed on the Upper Forbestown ditch under mutual aid.

DIRECTORS' REPORTS

Director Starr: No report for the month of February.

Director Duncan: No report for the month of February.

Director Wulbern: No report for the month of February.

Director Hemstalk: No report for the month of February.

Director Grover: No report for the month of February.

RECESS (2:50)

President Wulbern offered opportunity for public comment on closed session items.

CLOSED SESSION (convened at 2:55 p.m.)

Conference with Labor Negotiator (Government Code §54957.6(a)):

Agency-designated representatives: Rath Moseley.

Employee Organizations: IBEW 1245, Hydro Generation Employees Unit and Water Treatment and Distribution

Employees Unit; Management & Professional Employees Unit;

Clerical Support & Employee's Unit, MOU Negotiations

Public Employee Employment Evaluation – General Manager (Government Code §54957(b)(1)).

Conference with Legal Counsel – Existing Litigation

(Paragraph (1) of subdivision (d) of Government Code section 54956.9

- A. Name of Case: North Yuba Water District v. South Feather Water & Power Agency et al., Sutter County Superior Court Case No. CVCS21-0001857
- B. Name of Case: South Feather Water & Power Agency v. North Yuba Water District et al., Sutter County Superior Court Case No. CVCS21-0002073

OPEN SESSION (reconvened at 4:20 p.m.) – President Wulbern announced that legal counsel was given direction during closed session.

President Wulbern communicated that the General Manager's annual performance evaluation was discussed by the board and announced that a three percent wage increase and eight hours of paid administrative leave for 2023 was to be implemented effective back to the annual evaluation due date of October 3, 2022.

ADJOURNMENT (4:42 p.m.)

Rath T. Moseley, Secretary

Rick Wulbern, President



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Cheri Richter, Finance Manager

DATE: March 23, 2023

**RE: Approval of Warrants and Checks
Agenda Item for 3/28/2023 Board of Directors Meeting**

February, 2023 expenditures are summarized as follows:

Checks: <u>63856</u> to <u>64031</u>	<u>\$ 637,730.43</u>
Electronic Fund Transfers: <u>230201</u> to <u>230209</u>	<u>\$ 291,335.21</u>
Payroll Expenses:	<u>\$ 538,193.70</u>
TOTAL EXPENDITURES FOR JANUARY, 2023	<u>\$ 1,467,259.34</u>

At February 28, 2023, the authorized balance available was \$218,427.53.

Action to approve all expenditures:

"I move approval of expenditures for the month of February, 2023 in the amount of \$1,467,259.34 and authorize the transfer of \$2,300,000.00 from the TCB General Fund to the TCB Accounts Payable and Payroll Fund for the payment of regular operating expenses."

South Feather Water and Power Agency
Checks Paid, February, 2023

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>
2/3/2023	63856	Altee AIR	07-68-68100	Maint. Kits, Air Dryers For Microwave Equip.	6,001.40
2/3/2023	63857	American Governor Company	07-63-63260	Governor Parts For Kelly Ridge PH & Stock	806.94
2/3/2023	63858	Aviat U.S., Inc	07-68-68380	Maint/Support For Microwave Sys 2/1/23-1/31/24	7,776.00
2/3/2023	63859	Butte Co. - Neal Rd Recycling	07-66-66201	Dispose Of Debris	80.85
2/3/2023	63860	Consolidated Electrical Distributors	01-61-61260	Ballast For Light	53.09
2/3/2023	63861	Fastenal Company	07-66-66150	Deck Screws	34.98
2/3/2023	63862	General Steel Corporation	07-00-11202/2023-0610	Deposit For Steel Building	8,000.00
2/3/2023	63863	Grainger, Inc	07-63-63270	Saws, Wrenches, Pry Bars, Square, Driver Set, Hammer	786.98
2/3/2023	63864	Home Depot Credit Service	07-63-63100	Lights, Screws, Magnet	376.53
2/3/2023	63865	K-Gas	07-66-66250	Propane	4,814.07
2/3/2023	63866	MSC Industrial Supply	07-66-66100	Cloth Sanding Belts	105.60
2/3/2023	63867	Napa Auto Parts	07-66-66150	Truck Battery	230.80
2/3/2023	63868	North Yuba Water District	07-66-66250	Water Svc 11/18/22-1/25/23	60.25
2/3/2023	63869	O'Reilly Auto Parts	07-66-66150	Headlight Switch	154.72
2/3/2023	63870	Oroville Cable & Equipment Co.	07-63-63100	Shackles, Nitrogen, Argon	419.44
2/3/2023	63871	Ramos Oil Co.	07-66-66160	Gas & Diesel	5,126.96
2/3/2023	63872	Ray's General Hardware	01-00-11180/2022-0227	Painting Supplies	43.48
2/3/2023	63873	SGS North America, Inc	07-63-63201	Test Oil Samples For WPH	273.00
2/3/2023	63874	TJ/H2b Analytical Services USA LLC	07-63-63201	Test Oil Samples & Kits For WPH/SPH	1,506.76
2/3/2023	63875	Trimark Associates, Inc	07-60-60201	Maint. Svc For CAISO Meters 2/1/23-1/31/24	29,214.00
2/3/2023	63876	Tucker Sno-Cat Corporation	07-66-66150	Freight Charges For Snow Cat Tracks	609.34
2/3/2023	63877	Valley Iron Inc	07-63-63260	Angle, HR Strip, Round Bar	815.53
2/3/2023	63878	AT&T	07-68-68251	12/18-1/18/23 Equip/Router For Circuit Billing/Comm Svc	243.88
2/3/2023	63879	AT&T Mobility	01-50-50251	12/19/22-1/18/23 Cell Phone & Tablet Service	225.72
2/3/2023	63880	Badger Meter	01-55-55113	Meter Chambers	766.71
2/3/2023	63881	CA Dept Of Tax & Fee Admin	07-60-60501	Water Rights ID's	59,949.99
2/3/2023	63882	Copy Center	01-53-53201	October & November 2022 UPS Fees	50.61
2/3/2023	63883	Kisters North America	07-64-64100	MP500 Weather Station	2,279.30
2/3/2023	63884	Minasian, Meith, Soares	07-60-60208	December Professional Services	22,158.88
2/3/2023	63885	PG&E	01-54-54250	12/2/22-1/23/23 Service	8,048.46
2/3/2023	63886	Rexel USA	01-00-11170/2022-0220	Stratix 4300 Standard 2 Port Switch	1,256.66
2/3/2023	63887	SWRCB	01-53-53501	Water System Fees	24,622.79
2/3/2023	63888	Accularm Security Systems	01-50-50201	Email Notifications, Fire/Burg/Alarm Monitoring	197.00
2/3/2023	63889	Better Deal Exchange	01-55-55102	Marking Paint, Spray Bottles, Clorox, Plunger, Misc Bolts	71.20
2/3/2023	63890	Capital One	01-53-53260	Trash Bags, Measuring Cup	20.49
2/3/2023	63891	Core & Main LP	01-00-22300	3/4 QNUT X MIP Couplings/Adapters	343.63
2/3/2023	63892	E&M Electric Machinery	01-54-54104	Compact Panel For MGT, CF-ADD-EDG License	3,276.36
2/3/2023	63893	Hach Co.	01-53-53260	Free Chlorine Reagent Set, Calibration Kits, Indicator Sol.	2,232.02
2/3/2023	63894	McMaster Carr Supply Co.	01-53-53260	T-Strainers	38.82
2/3/2023	63895	Napa Auto Parts	01-56-56150	Battery	198.87
2/3/2023	63896	Office Depot	01-50-50106	Index Side Tabs, Batteries, Highlighters, Binder, Pens	333.12
2/3/2023	63897	Orkin Pest Control	01-53-53201	January 2023 Pest Control	95.00
2/3/2023	63898	Oroville Cable & Equipment Co.	01-56-56150	Wire Brushes	60.51

South Feather Water and Power Agency
Checks Paid, February, 2023

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>
2/3/2023	63899	Jaymie Perrin	01-52-52394	Health Benefit Reimbursement	60.00
2/3/2023	63900	Ramos Oil Co.	01-56-56160	Diesel Fuel	3,889.53
2/3/2023	63901	Tehama Tire Service, Inc	01-56-56150	2 New Tires	412.47
2/3/2023	63902	U S A Blue Book	01-53-53260	Stenner Pump Feed Rate Control Kit, Tubing, Metal Sign	1,012.81
2/6/2023	230201	Dish Network	01-50-50251	Satellite Service 2/8/23-3/7/23, Fee For 1/8/23-2/7/23	183.10
2/8/2023	230202	CalPERS	01-50-50400	February 2023 Employee/Retiree Health Insurance	185,137.93
2/8/2023	230203	CalPERS	01-50-50413	Retro Contributions, PR 2/10/23 Emp. Contributions	49,166.39
2/8/2023	230204	CalPERS	01-00-22908	PR 2/10/23 Employee Retirement Contributions	3,048.48
2/8/2023	230205	Lincoln Financial Group	01-00-22908	PR 2/10/23 Employee Retirement Contributions	1,540.87
2/8/2023	63903	ADP, Inc	01-50-50201	February 2023 Payroll Billing	1,726.69
2/10/2023	63904	Empower Annuity Ins Co of America	01-00-22908	PR 2/10/23 Employee Retirement Contributions	100.00
2/10/2023	63905	Mission Square Retirement	01-00-22908	PR 2/10/23 Employee Retirement Contributions	3,082.30
2/10/2023	63906	Nationwide Retirement	01-00-22908	PR 2/10/23 Employee Retirement Contributions	1,770.06
2/10/2023	63907	Reliance Standard Life	01-50-50402	February 2023 Employee Life Insurance	948.22
2/10/2023	63908	Standard Insurance	01-50-50403	February 2023 Employee Disability Insurance	2,822.25
2/10/2023	63909	Access Information Management	01-50-50201	January 2023 Shred Service	208.06
2/10/2023	63910	AT&T	07-60-60251	February 2023 Circuit Billing	597.40
2/10/2023	63911	AT&T Long Distance	07-60-60251	12/22/23-1/24/23 Service	297.26
2/10/2023	63912	Better Deal Exchange	01-54-54104	Elbows, Channellock Pliers, Angle, Cutting Wheels, PVC	158.06
2/10/2023	63913	Bobcat of Chico	01-56-56150	Seal Kits, Window	879.98
2/10/2023	63914	Dawn Cook	01-56-56394	Health Benefit Reimbursement	100.00
2/10/2023	63915	DLT Solutions	07-68-68380	Software License, Silver Support	1,076.16
2/10/2023	63916	Fastenal Company	01-56-56150	Screws, Nuts, Washers, Cable Ties, Drill Bits	191.64
2/10/2023	63917	Grainger, Inc	01-52-52102	Calibration Gas	464.72
2/10/2023	63918	Industrial Power Products-Oroville	01-56-56150	Carburetor, Chainsaw Bar	146.66
2/10/2023	63919	InfoSend, Inc	01-55-55114	January 2023 Billing Cycle 1-10	4,107.00
2/10/2023	63920	M J B Welding Supply Company	01-56-56150	Duramax LT Shields & Nozzles, Flap/Grinding/Cut Offs	212.09
2/10/2023	63921	Mendes Supply Company	01-56-56100	Paper Towels	107.96
2/10/2023	63922	Metal Works Supply	01-56-56150	Aluminum Flat Bars	109.60
2/10/2023	63923	Napa Auto Parts	01-56-56150	Alternator, Fuses, Weatherstrip & Gasket Adhesive	381.77
2/10/2023	63924	Cory Nevers	07-66-66394	Health Benefit Reimbursement	60.00
2/10/2023	63925	Northgate Petroleum Co.	01-53-53260	Oil	446.42
2/10/2023	63926	O'Reilly Auto Parts	01-56-56150	Fuse, Floor Mats, Connector	308.99
2/10/2023	63927	Oroville Cable & Equipment Co.	01-56-56150	Hydraulic Hoses	85.11
2/10/2023	63928	Pace Analytical Services, LLC	01-53-53201	Halo acetic Acids, Trihalomethanes, Organic Carbon	1,166.84
2/10/2023	63929	Recology Butte Colusa Counties	01-56-56250	January 2023 Garbage	1,109.43
2/10/2023	63930	Reliable Translations, Inc.	01-55-55201	SB 998 Translation Services In Four languages	4,150.48
2/10/2023	63931	Josh Reynolds	07-63-63394	Health Benefit Reimbursement	60.00
2/10/2023	63932	Sharp's Locksmithing	01-54-54104	Padlocks, Keys Made	200.26
2/10/2023	63933	Vista Net, Inc.	01-50-50251	February Fiber Internet, Licenses, Monitoring, Servers	3,571.95
2/10/2023	63934	Butte Co. - Neal Rd Recycling	07-66-66201	Disposal Of Debris	71.17
2/10/2023	63935	Capital One	07-63-63100	Clorox Wipes, Toilet Brush	33.05
2/10/2023	63936	CDW Government, Inc	07-68-68100	Hard Drives	121.94

South Feather Water and Power Agency
Checks Paid, February, 2023

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>
2/10/2023	63937	Comcast Business	07-63-63251	For CAISO Meters 2/3/23-3/2/23	191.83
2/10/2023	63938	Copy Center	07-63-63201	UPS Fee Analytical Services	96.15
2/10/2023	63939	Fastenal Company	07-66-66100	Anchor Bolts, Rotor Hammer Bits	206.95
2/10/2023	63940	Grainger Inc.	07-63-63270	Magnetic Aluminum Level	220.52
2/10/2023	63941	M J B Welding Supply Company	07-66-66100	Welding Helmet	140.90
2/10/2023	63942	McMaster Carr Supply Co.	07-63-63106	Magnetic Rolling Dry Erase Board, Screws, Washers, Gauge	1,313.71
2/10/2023	63943	Napa Auto Parts	07-66-66150	Brake Rotors, Pads, Shocks	870.98
2/10/2023	63944	Kyle Newkirk	07-63-63103	Employee Boots, Work Jeans	209.11
2/10/2023	63945	Nirucson Software Inc.	07-67-67201	Drone Inspection, Div. Dams Pre-Mobilization	5,500.00
2/10/2023	63946	Oroville Cable & Equipment Co.	07-66-66171	Tank Rent, Nitrogen, Bucket Teeth/Pins For Forklift	456.72
2/10/2023	63947	Slate Geotechnical Consultants	07-67-67201	FERC Part 12D Independent Consultant 1/2023	24,982.50
2/10/2023	63948	Talley Communications	07-68-68100	Shock Spring For Max Base Series, Shipping	127.00
2/10/2023	63949	Tehama Tire Service, Inc	07-66-66150	Four Tires	1,701.49
2/10/2023	63950	Tom's Septic	07-66-66201	Forbestown HQ Septic Tank Pumped Out	750.00
2/10/2023	63951	Weimer and Sons	07-00-11202/2023-0610	Gravel	193.77
2/10/2023	63952	WST&S Western States Tool & Supply	07-00-11150/2023-0609	Multiquip Water Trailer W/High Pressure Pump, Hose	10,825.66
2/17/2023	63953	Better Deal Exchange	07-63-63100	Batteries	90.71
2/17/2023	63954	Butte Co. - Neal Rd Recycling	07-66-66201	Dispose Of Debris	112.85
2/17/2023	63955	Capital One	07-64-64100	Bottled Water	90.80
2/17/2023	63956	Consolidated Electrical Distributors	01-61-61260	Light Ballasts	212.36
2/17/2023	63957	Dawson Oil Company	07-63-63100	Drums Of Turbo/Regular Oil	2,267.66
2/17/2023	63958	Napa Auto Parts	07-66-66150	DEF Fluid, Brake Cleaner, Filters, Wiper Blades	212.69
2/17/2023	63959	Northern Calif. Gloves	07-62-62102	Nitrile Gloves, Electrolyte Pkg.	506.47
2/17/2023	63960	Open Systems International, Inc.	07-00-11185/2022-0987	2nd 50% For Rack Server/OSI License/Software For SCADA	27,360.36
2/17/2023	63961	Oroville Cable & Equipment Co.	07-62-62102	Ear Plugs, Cut-Off Wheels, Vehicle Inspection Books	110.72
2/17/2023	63962	Ray's General Hardware	07-66-66100	Antifreeze, Marking Paint	60.96
2/17/2023	63963	Todd Reynolds	07-63-63100	Reimbursement For WPH Outage Supplies	49.45
2/17/2023	63964	Southern Computer Warehouse	07-63-63106	HP Color LaserJet Printers	2,657.54
2/17/2023	63965	Tehama Tire Service, Inc	07-66-66150	Two Tires, Tractor Dismount & Mount, Air/Water Stem	2,042.79
2/17/2023	63966	Weimer and Sons	07-00-11202/2023-0610	Gravel	192.69
2/17/2023	63967	Advanced Document Concepts	01-50-50380	January 2023 Maintenance Contract For Copiers/Printers	498.25
2/17/2023	63968	AT&T	07-68-68251	2/5/23-3/4/23 Firewall	672.10
2/17/2023	63969	AT&T Long Distance	01-53-53251	1/10/23-2/1/23 Service	2.97
2/17/2023	63970	AT&T Mobility	07-68-68251	2/3/23-3/2/23 Cell/Tablet/Router Services	613.45
2/17/2023	63971	Better Deal Exchange	01-53-53260	PVC Valves, Batteries, Paint, Misc Bolts, Nuts, Washers	319.59
2/17/2023	63972	BeyondTrust Corporation	01-58-58100	Annual Maint. & Licenses, Remote System Service	8,371.48
2/17/2023	63973	C.J. Brown & Company, CPA's	01-50-50216	State Controllers Report Prep/Audit Financial Statements '22	10,910.00
2/17/2023	63973	Comcast	01-53-53251	February 2023 Com/Phone/Circuit Services	2,497.19
2/17/2023	63975	Dawn Cook	01-56-56394	Health Benefit Reimbursement	50.00
2/17/2023	63976	Copy Center	01-53-53201	USP Fee	49.86
2/17/2023	63977	Dan's Electric Supply	01-54-54104	Cable Ties	11.80
2/17/2023	63978	Del-Mar Equipment Rentals	01-00-11202/2023-0230	Concrete, Fuel	1,621.39
2/17/2023	63979	Grainger Inc.	01-56-56150	Valve Cover/Fuel Pump Kit	131.64

South Feather Water and Power Agency
Checks Paid, February, 2023

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>
2/17/2023	63980	Grid Subject Matter Experts	07-60-60201	January 2023 Professional Services	147.50
2/17/2023	63981	Home Depot Credit Service	01-56-56150	Circular Saw/Blades, Fittings, Socket, Chain, Rebar, Lumber	922.94
2/17/2023	63982	Industrial Power Products-Oroville	01-54-54270	SG20 Backpack Sprayers	313.14
2/17/2023	63983	K-Gas	01-56-56160	Propane	41.01
2/17/2023	63984	Timothy Miller	01-53-53408	D# Water Distribution Operator Renewal Reimbursement	90.00
2/17/2023	63985	Napa Auto Parts	01-56-56150	Gloves, Oil/Fuel/Air Filters, Washer Fluid, Brake Cleaner	528.21
2/17/2023	63986	Kyle Newkirk	07-63-63394	Health Benefit Reimbursement	39.00
2/17/2023	63987	Office Depot	01-50-50106	Markers, Folders, Highlighters	63.84
2/17/2023	63988	Oroville Ford	01-56-56150	Antenna Mount, Funnel	35.07
2/17/2023	63989	City Of Oroville	01-00-13719	January 2023 City Utility Tax	2,112.22
2/17/2023	63990	Pace Analytical Services, LLC	01-53-53201	Total Coliform & E. Coli Quantitray	177.52
2/17/2023	63991	Tee-Com	01-58-58360	Camera License For Security	1,500.54
2/17/2023	63992	U.S. Bank	01-53-53251	1/12/23-2/11/23 Satellite Svc, 1/14/23-2/13/23 Video Svc	125.66
2/17/2023	63993	Valley Iron Inc	01-54-54295	Stainless Steel Perforated Metal, Floor Plate	2,359.51
2/17/2023	63994	Vista Net, Inc.	01-58-58360	Storage Array/Firewall Support, Issue With MRTP Venter	3,316.00
2/17/2023	230206	CA Dept Of Tax & Fee Admin	07-00-11140/2022-0994	Camera, Gages, Employee Hats, Pole & Wall Mounts, Buoys	783.52
2/22/2023	63995	ACWA-JPIA	01-50-50400	March 2023 Employee/Retiree Vision & Dental	10,180.10
2/22/2023	63996	Empower Annuity Ins Co of America	01-00-22908	PR 2/24/23 Employee 457 Contributions	100.00
2/22/2023	63997	IBEW #1245	01-00-25207	February 2023 Member Dues	6,625.68
2/22/2023	63998	Mission Square Retirement	01-00-22908	PR 2/24/23 Employee 457 Contributions	8,686.14
2/22/2023	63999	Nationwide Retirement	01-00-22908	PR 2/24/23 Employee 457 Contributions	1,734.22
2/22/2023	230207	CalPERS	01-50-50413	PR 2/24/23 Employee Retirement/Service Credits	46,923.16
2/22/2023	230208	Cal 457 Plan	01-00-22908	PR 2/24/23 Employee 457 Contributions	3,113.94
2/22/2023	230209	Lincoln Financial Group	01-00-22908	PR 2/24/23 Employee 457 Contributions	1,437.82
2/23/2023	64000	AT&T	01-50-50251	2/10/23-3/9/23 Local Calls Service	3,097.57
2/24/2023	64001	Backflow Distributors, Inc.	01-55-55205	Relief Valve Rubber Repair Kits	532.38
2/24/2023	64002	Badger Meter Inc.	01-55-55113	Meter Register	122.03
2/24/2023	64003	Better Deal Exchange	01-53-53260	Misc Bolts/Nuts/Washers, Lamp Wire, LED Flashlight	203.41
2/24/2023	64004	Calif. Board Of Equalization	01-57-57501	Milligan Lane/Henderson Annexation	2,000.00
2/24/2023	64005	Capital One	01-56-56100	Cleaning Supplies, Paper Plates, Towels, Cups, Trash Bags	316.54
2/24/2023	64006	Empower Annuity Ins Co of America	01-50-50224	457 Def Comp Plan/401 A Plan Cares & Secure Amendment	600.00
2/24/2023	64007	Jimmy P Tools LLC	01-56-56274	Long Nose Pliers	52.77
2/24/2023	64008	North Yuba Water District	07-69-69990	2022 Oct-Dec JFOF Minimum Annual Payment	177,250.00
2/24/2023	64009	Office Depot	01-50-50106	Toners	1,542.09
2/24/2023	64010	Orkin Pest Control	01-53-53201	February 2023 Pest Control Service	95.00
2/24/2023	64011	Pace Supply Corp.	01-00-22300	Gate Valves, Bronze Saddle, Valve Extension	5,918.35
2/24/2023	64012	Verizon Wireless	01-53-53251	Cell Phone Service	132.55
2/24/2023	64013	AT&T	07-66-66251	Local Calls 2/10/23-3/9/23	1,488.64
2/24/2023	64014	AT&T	07-60-60251	Circuits 2/10/23-3/9/23	349.15
2/24/2023	64015	Bank Of America	07-66-66150	Tires For Tool Trailer, Leg Gaiter, Floor Mats	785.38
2/24/2023	64016	Better Deal Exchange	07-66-66100	Tarps	52.59
2/24/2023	64017	Capital One	07-66-66100	Supplies, Coffee, Plasticware	92.89
2/24/2023	64018	CDW Government, Inc	07-68-68100	Wifi Adapter, Hard Drives	522.63

South Feather Water and Power Agency
Checks Paid, February, 2023

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>
2/24/2023	64019	K-Gas, Inc.	07-66-66250	Propane	3,759.49
2/24/2023	64020	McMaster Carr Supply Co.	07-63-63260	Gauges, Precise-Fit Screwdrivers	289.60
2/24/2023	64021	MSC Industrial Supply	07-66-66100	Drill Sets, Steel Rulers, Indicators, Repair Kits	801.61
2/24/2023	64022	Mt. Shasta Spring Water	07-63-63100	Bottled Water	110.52
2/24/2023	64023	Napa Auto Parts	07-66-66150	Hitch & Mount Plate, Oil, Filters, Brake Rotors	628.46
2/24/2023	64024	PG&E	07-63-63250	Elec. Svc. 12/27/22-1/25/23 HQ/5/4/22-1/3/23 PH & SPH	48,891.32
2/24/2023	64025	PG&E Sacramento	07-63-63501	Gen. Interconnection Agr. 2/2023 - SPH, KPH, WPH, FPH	7,010.37
2/24/2023	64026	RS Americas, Inc	07-68-68100	Batteries	188.89
2/24/2023	64027	Staples Credit Plan	07-63-63106	Office Chairs, Supplies, Batteries, Markers, Folders, 1st Aid	1,236.66
2/24/2023	64028	Total Safety, Supplies & Solutions	07-64-64100	Samson Ropes	782.70
2/24/2023	64029	Arlinda Or Chad Black	01-00-22200	Refund UB 17949	24.50
2/24/2023	64030	David Rivera, Dc Investments 1 LLC	01-00-22200	Refund UB 21132	19.00
2/24/2023	64031	Joshua Thomas	01-00-22200	Refund UB 16156	220.91
				Total February, 2023 Checks	929,065.64

**SOUTH FEATHER WATER AND POWER AGENCY
PAYROLL
FEBRUARY, 2023**

PAYROLL STATE & FED TAXES	\$	179,160.84
PAYROLL NET		359,032.86
TOTAL FEBRUARY, 2023		\$ 538,193.70

**CREDIT CARD DETAIL
FEBRUARY, 2023 PAYMENTS**

<u>Check #</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>
64015	2/24/2023	Bank Of America	
		Measure Tape & Metric Fiber Reel	34.01
		Leg Gaiter Used For Snow	100.51
		Floor Mats For Trucks T#222 & T#212	273.56
		Two Tires For Tool Trailer E#11	\$ 377.30
			\$ 785.38
63992	2/17/2023	U.S. Bank	
		1/14/23-2/13/23 Video Service	15.66
		1/12/23-2/11/23 Satellite Internet Service	\$ 110.00
			\$ 125.66



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Rath Moseley, General Manager

DATE: March 20, 2023

RE: LAFCO Election
Agenda Item for 3/28/23 Board of Directors Meeting

The Butte Local Agency Formation Commission Regular "Enterprise" Member election ballot is listed on the following page.

There are four candidates for consideration including Ruth Duncan, South Feather Water and Power Agency who was nominated by the SF board at February's Regular Board Meeting.

Please discuss and vote for one member which will be submitted to LAFCO.

"I move to vote _____ as Regular "Enterprise" Member of the Butte Local Agency Formation Commission.

M/S:

Ayes:

Public:

Signed:

General Manager / Secretary of the Board



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Rath Moseley, General Manager

DATE: March 16, 2023

RE: Memorandum of Understanding – CSEU
Agenda Item for 3/28/23 Board of Directors Meeting

Through negotiation with the Clerical and Support Employees Unit, the Memorandum of Understanding is updated and requesting to be approved.

Key Takeaways in the MOU are as follows:

- 3 Year term with wage schedule
- Article 17.2, 5-80's admin time
- Updated names on approval page

I am requesting the following action:

"I move approval of the Memorandum of Understanding for the Clerical and Support Employees Unit for a 3-year term expiring December 31, 2025."

M/S:

AYES:

NO's:

ABSTAIN:

PUBLIC:

MEMORANDUM OF UNDERSTANDING

between

SOUTH FEATHER WATER AND POWER AGENCY



and

The Members of

the

CLERICAL AND SUPPORT EMPLOYEES UNIT

Effective: February 24, 2005
Amended: November 22, 2005
December 18, 2007
January 22, 2008
July 22, 2008
January 1, 2009
December 22, 2009
April 26, 2011
May 22, 2012 for 2013 through 2016
February 25, 2014
January 1, 2017
January 1, 2020
March 23, 2021
January 1, 2023 – December 31, 2025

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Article I – Statement of Purpose

- 1.1. The South Feather Water and Power Agency, hereinafter referred to as “Agency”, is a public agency within the meaning of Section 3501 (c) of the Government code of the State of California.
- 1.2. The Clerical and Support Employees Unit, hereafter the CSEU, is a designated unit of employees of the Agency with a community of interest including responsibility, expertise, working hours, conditions, and location within the Agency. The employees within the CSEU are unrepresented, but Agency and the employees within CSEU wish to negotiate as a unit.
- 1.3. Agency's General Manager has met and conferred in good faith with the employees within the CSEU regarding wages, hours and other terms and conditions of employment and the parties have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on matters within the scope of representation.

Article II - Employee Representation

The Agency recognizes the employees' rights of self-representation as set forth in chapter 10, Division IV of Title 1 of the Government Code of the State of California. To that end, the Board of Directors has appointed the General Manager to meet and confer with unit members on all matters of employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment (Sections 3500 through 3509 of the Government Code and Section 923 of the Labor Code).

Article III - Preamble

- 3.1 The parties acknowledge the provisions of Chapter 10 (Sections 3500 et. seq.) of Division 4 of Title 1 of the Government Code of the State of California.
- 3.2 It is the policy of Agency not to interfere with, intimidate, restrain, coerce or discriminate against any employee because of race, age, religious creed, sex, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sexual orientation.
- 3.3 Agency is engaged in rendering public utility services to the public and Agency and employees of the CSEU recognize their mutual obligation for the continuous rendition and availability of uninterrupted services.

Article IV – Scope and Process of Self-Representation

- 4.1 The scope of self-representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. Except, however, the scope of self-representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.

4.2 Unit members may confer with each other on matters of employer-employee relations during normal business hours, but shall not interfere with the work of the Agency. Permission for unit members to meet to discuss matters of employer-employee relations may be withheld by their supervisor if, in his/her sole discretion, continuation of their job duties is necessary for the safe and efficient operations of the Agency.

4.3 Agency will not interfere with, intimidate, restrain, coerce or discriminate against any employee because of his/her participation in the meet-and-confer process.

4.4 Any employee, at his/her request, will be permitted to consult with, and have present, a representative from the unit of the employee's own choosing. The foregoing will apply to cases such as disciplinary actions, formal investigations, hearing, etc. However, hearing will not be delayed due to an employee's desire for a particular unit representative. An employee may choose to represent himself/herself at his/her own discretion. However, where such engagement with management of Agency affects issues falling within the scope of bargaining for other unit members, the other unit members should be informed and a unit representative should also be permitted to be present.

4.5 Agency will permit a reasonable number of unit employees to be present at negotiations, and to bargain on behalf of the employees in the CSEU. Such employees will receive regular compensation for any bargaining that takes place during normal business hours. Agency will be represented by the General Manager, or designee, and the Personnel Subcommittee of Agency's Board of Directors may also be present at its discretion.

Article V - Grievance Procedure

5.1 A grievance is defined as a claim or dispute arising between an employee or employees and the Agency. A grievance will include claims or disputes of employees regarding the interpretation or application of any of the terms and conditions of the Memorandum of Understanding and/or Agency rules and policies. A dispute over whether a particular claim of any employee or employees is subject to the grievance procedure shall be considered and resolved under the procedures established by this Article.

5.2 Step I, Preliminary Informal Resolution. Any employee who believes they have a grievance shall present the evidence thereof orally to their Division Manager at a meeting which may be attended by a unit representative of their choosing, within seven (7) calendar days after the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance. The Division Manager shall hold discussions and attempt to resolve the matter within five (5) calendar days after such presentation of such evidence. It is the intent of this informal meeting that at least one personal conference be held between the employee and the Division Manager.

5.3 Step II, General Manager. If the grievance has not been resolved at Step I, the grievant must present their grievance in writing on a form provided by Agency to the General Manager within fourteen (14) calendar days after the occurrence of the act or omission giving rise to the grievance. Attached hereto and made a part hereof is Exhibit "C", titled "Employee Grievance Form".

- (a) The Statement shall include the following:
- (1) A concise statement of the grievance including specific reference to any MOU provision, law, policy, rule, regulation, and/or instruction deemed to be violated, misapplied or misinterpreted;
 - (2) The circumstances involved;
 - (3) The decision rendered by the Division Manager at Step I;
 - (4) The specific remedy sought.
- (b) The General Manager shall communicate his/her decision within seven (7) calendar days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest. If the General Manager does not respond within the time limits, the grievant may appeal to the next step. Time limits for appeal shall begin the day following the receipt of the written decision by the General Manager. Within the above time limits, either party may request a personal conference with the other.

5.4 Step III, Labor Committee. In the event the grievant is not satisfied with the decision at Step II, the grievant may appeal the decision in writing on a form provided by the Agency (attached hereto and made a part hereof of as Exhibit C) to the Labor Committee within seven (7) calendar days. The statement shall include a copy of the original grievance; a copy of the written decision by the General Manager; and a clear, concise statement of the reasons for the appeal to Step III.

- (a) Said Labor Committee shall be composed of: one member of the Agency's Board of Directors, the General Manager, the grievant, the grievant's Division Manager, and two other unit members chosen by the grievant.
- (1) The Labor Committee shall have the obligation and authority to obtain such factual information for its deliberations as is necessary and proper.
 - (2) The Labor Committee has the authority to decide, and its decision is binding upon the Agency and grievant. [Amended 2009]
 - (3) The Division Manager and the grievant shall not participate in the vote on the decision.
 - (4) To become binding, the decision vote shall be unanimous.
 - (5) Any member of the Labor Committee, other than the grievant, may nominate an alternate, if unable to attend a particular Labor Committee meeting, by notice, prior to the meeting, to all members and the grievant. Notice may be verbal. Absence from a Labor Committee meeting by any member or alternate, shall not cancel any decision of those of the committee in attendance. Attendance by the grievant is mandatory.

5.5 Step IV, Mediation. Mediation is a voluntary step in the grievance procedure. Upon failure of the Labor Committee to resolve the grievance, the grievant or grievant's representative may request mediation of the grievance. Such request shall be in writing within seven (7) calendar days after failure by the Labor Committee to resolve the grievance. The Agency shall grant the request for mediation. A mediator shall be requested through the State Mediation and Conciliation Service. Both parties shall cooperate in availability of a mediator in regard to location and time, etc.

5.6 Step V, Boards of Directors. Upon failure of the Labor Committee to resolve grievance, and failure of mediation to resolve the grievance if participation in mediation was voluntarily agreed to by both the grievant and the Agency, the grievant or grievant's representative may file a letter with Agency requesting referral of the matter to the Board of Directors. The letter shall be filed within fourteen (14) calendar days after the decision by the Labor Committee or after conclusion of mediation proceedings if participation in mediation was voluntarily agreed to by both the grievant and the Agency. The Board of Directors will consider the grievance at its next available regular monthly meeting.

5.7 The time periods and limits stated above shall be consecutive.

5.8 Where written notice is specified, such notice shall be sent by certified mail, return receipt requested.

5.9 Nothing prevents a grievance from being withdrawn or settled at any time prior to any steps of this procedure.

5.10 The purpose of this procedure is to expedite the process in a manner that will provide both the employee and the Agency with a satisfactory resolution to the problem in the shortest time span.

5.11 A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.

Article VI - Safety

6.1 The Board of Directors desires to maintain a safe place of employment for Agency employees and to that end Agency management shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

6.2 Regular Safety meetings will be held as needed to make employees aware of job safety.

6.3 In the event of an accident resulting in serious injury or death of an employee of the Agency, Agency will notify Union immediately in order that they may conduct an investigation of the accident.

6.4 All employees not adhering to all Agency safety orders shall be subject to disciplinary action.

~~6.5 A "Safety Dollar" award will be presented once a month to each employee who has not had any time lost to accidents in the preceding month.~~

6.6 Once a year the Agency will furnish a "Safety Dinner" for employees and their spouse/guest; during which the annual Safety Award will be presented.

Article VII - Disability and Unemployment

7.1 (a) Workers' Compensation: Injuries or disabilities arising out of and in the course of employment with Agency are and will continue to be within the application of the Workers' Compensation and Insurance Chapters of the State Labor Code.

(b) When an employee is absent by reason of injury or illness arising out of and in the course of his/her employment with Agency that comes within the application of Workers' Compensation and Insurance chapters of the State Labor code, he/she shall be eligible for supplemental benefits for the duration of temporary disability. Such benefits shall commence with the first workday of absence immediately following the day of injury or onset of illness. The amount of the supplemental benefit payable for each day of absence shall be one hundred percent (100%) of an employee's basic compensation rate less the sum of any payments to which he/she may be entitled under the Worker' Compensation and Insurance Chapters of the State Labor Code and/or benefits for unemployment compensation disability benefits provided for in the California Unemployment Insurance Code. Any supplemental benefits paid during the first week of disability shall be considered as a credit against disability compensation that may be retroactively due under the provisions of the Workers' Compensation and Insurance Chapters of the State Labor Code. Supplemental benefits are payable from and only insofar as an employee has accrued sick leave credits as provided in Article 14.

7.2 State Unemployment and Disability Insurance: All Agency employees will continue to be covered by the California Unemployment Insurance Code.

7.3 Social Security: All Agency employees are and will continue to be covered by the United States Social Security Act.

Article VIII - Employee Status

8.1 Employees will be designated as regular, probationary, or temporary depending upon the purpose for which they were hired and their length of continuous service with the Agency.

8.2 A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee will receive not less than the minimum rate for the job and will be eligible for sick leave pay, holiday pay, vacation pay, insurance coverage or items of a similar nature as he/she becomes eligible, but will not be eligible for a leave of absence. Upon satisfactory completion of twelve (12) months of continuous service with the Agency, a probationary employee will be given the status of a regular employee.

8.3 A regular employee is defined as an employee who has completed his/her probationary period with the Agency.

8.4 A temporary employee is defined as an employee hired for occasional or seasonal work for a period not to exceed one hundred eighty (180) days. Employees hired to replace a regular employee who is on a leave of absence shall be hired as temporary employees unless said leave of absence is in excess of 180 days in which case it shall be filled by the bidding procedure specified in Article XII. A temporary employee will receive not less than the hourly minimum rate for the job and holiday pay, but will not be eligible for holiday pay, vacation pay, or items of a similar nature, nor will he/she accrue seniority or leave-of-absence rights. A temporary employee will be entitled to sick leave as provided in Labor Code sections 245, et seq., and set forth in Article 14. If a temporary employee is reclassified to probationary or regular status, he/she will be credited with all continuous service in determining eligibility for such benefits that may accrue to him/her in his/her new status.

8.5 After meeting and conferring with unit members, Agency may, from time to time during the year, establish new and/or revise existing classifications and/or compensation as a result of changes in operations or requirements of the Agency in accordance with the "Meet and Confer Process" as provided in the Government Code of the State of California.

Article IX - Wages and Classifications

9.1 Employees shall be paid the hourly compensation rate established for their classification.

9.2 Wages shall be paid at biweekly intervals on Fridays for a 2-week payroll period ending not less than 4, nor more than 10 days prior to the pay date, provided that if the regular pay date falls on a holiday, payment shall be made on the preceding workday.

9.3 Attached hereto and made a part hereof is Exhibit "A", "Compensation Rates", and Exhibit B, "Classification Specifications".

9.4 A list of the unit job classifications and respective wage ranges are attached hereto as Exhibits "A" and "B", respectively. The Board of Directors has approved the compensation rates, which will be adjusted each year as negotiated, but in no case shall fall below the ranges established each year.

Article X - Hours and Overtime

10.1 All regular employees will receive full-time employment for each workweek employed, provided they report for duty and are capable of performing their work. This is not to be interpreted that the Agency does not retain the right to lay off or release employees on account of lack of work or other valid reasons.

10.2 Employees shall report for work at their regularly established work place.

A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and, except as otherwise provided herein, a basic workweek is defined to consist of five (5) workdays of eight (8) hours each.

(a) An employee may request a change of regular work hours to affect a "9-80s" schedule. The employee's division manager or the General Manager may approve the request if he/she believes the request can be accommodated without disrupting the efficient processing of Agency business and without leaving an inadequate number of personnel available at any time during normal business hours to respond to inquiries from customers and members of the public, as well as other Agency personnel. The employee's division manager or the General Manager has discretion to not only grant the request, but approve the requested schedule of at-work days. The employee's division manager or the General Manager also has discretion to modify the schedule in the future, or return the employee to a basic workweek if he/she determines that the 9-80s schedule is disrupting the efficient processing of Agency business or leaving an inadequate number of personnel available at any time during normal business hours to respond to inquiries from customers and members of the public, as well as other Agency personnel.

10.4 Overtime is defined as:

- (a) time worked in excess of forty (40) hours in a workweek,
- (b) time worked in excess of eight (8) hours on a scheduled workday in a basic workweek,
- (c) time worked in excess of nine (9) hours on a scheduled workday in a 9-80s schedule,
- (d) time worked on a non-workday,
- (e) time worked outside of regular hours on a workday, and
- (f) time worked on a holiday.

Overtime shall be computed to the nearest one-quarter (1/4) hour.

10.5 (a) Overtime compensation shall be paid at a rate equivalent to one and one-half (1½) times the regular rate.

(b) Time worked in excess of 16 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two (2) times the employee's straight rate of pay; or,

(c) If, following an employee's dismissal from work or on an employee's non-workday, the employee is called out for work, he/she shall be paid at two (2) times his/her straight rate of pay for work performed in the eight (8) hours preceding his/her next regular work hours.

(d) Overtime compensation shall be paid at a rate equivalent to two (2) times the regular rate of pay for all overtime worked on Sundays and Holidays.

Article XI - Continuity

11.1 Continuity is defined as total length of continuous service with the Agency. An employee's continuity of service will be deemed to be broken by separation of employment by reason of:

- (a) Resignation,
- (b) Discharge for cause,

- (c) Layoff for more than six (6) consecutive months,
- (d) Failure to return immediately on the expiration of a Leave of Absence, or acceptance of other employment while on leave, or
- (e) Absence without pay for two (2) days without notifying the Agency, without a leave of absence.
- (f) Absence without pay for three (3) days without notifying the Agency if the employee is unable to do so, without a leave of absence.

Continuity of service will not be broken when an employee is:

- (a) Inducted, enlists, or is called to active duty in the Armed Forces of the United States, or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to re-employment rights;
- (b) On duty with the National Guard;
- (c) Absent due to industrial injury;
- (d) On Agency-approved leave of absence; or,
- (e) Laid off for a period of less than six (6) consecutive months.

11.2 Authority for Leave of Absence is as outlined in Article XIV.

Article XII - Promotion and Transfer

12.1 When new jobs or additional jobs are created, or vacancies other than temporary vacancies occur, which Agency intends to fill, Agency shall post vacancy notices on all bulletin boards. Vacancy notices shall be posted for a period of seven (7) calendar days and shall set forth the date of posting, the classification, and location of the job, its duties, qualifications required, and the rate of pay. Employees may submit applications for such vacancies to the office of the Agency's General Manager. Agency shall not consider any applications received more than seven (7) calendar days from the date of posting. In filling jobs, Agency shall give preferential consideration to an employees' continuity of service with the Agency.

12.2 In filling vacancies, the Agency will consider the applicant's knowledge, skill, efficiency, adaptability and the physical ability required for the job. Agency need not consider the application of any employee who does not possess the knowledge, skill, efficiency, adaptability, and/or physical ability required for the job on which the application is made.

- (a) When an employee is temporarily required to fill a higher classification than his/her regular classification, he/she shall be paid for actual hours worked in the higher paid classification at a rate not less than the minimum rate established for the range of the higher classification, or an increase not less than 5% above his/her current rate of pay, whichever is greater, if the General Manager determines that the employee will be assuming the full responsibility of the higher classification. This provision will not apply when employees work with an employee in a higher classification for cross-training purposes, or when the employee is providing "relief" for an employee in a higher classification as specified in the relieving employee's classification specification.

(b) When an employee is temporarily required to work in a classification lower than his/her regular classification, his/her rate of pay shall not be reduced.

12.3 All positions filled by a promotion of an Agency employee shall be subject to a probationary period of twelve (12) months. Any employee who the Agency determines cannot successfully perform the duties of the new position during the probation period will be returned to his/her former position held prior to the promotion.

Article XIII – Displacement and Layoff

13.1 Should it become necessary for Agency to lay off regular employees, Agency will give regular employees involved as much notice as possible; but in no event will such employees receive less than two (2) weeks' notice prior to layoff. Where probationary or temporary employees are to be laid off, no notice of layoff need be given.

13.2 A regular employee whose job is being eliminated will be considered to displace an employee in a lower paid classification within the unit if the employee is qualified to perform the duties of the lower paid classification with consideration given to length of service with the Agency.

Article XIV - Leave Of Absence

14.1 (a) An unpaid leave of absence of up to one year may be granted to regular employees for urgent and substantial reasons, providing satisfactory arrangements can be made to perform the employee's duties without undue interference with the normal routine of work. Before a leave of absence may be granted, accumulated compensated leave and available leave afforded by the Family and Medical Act (FMLA) and the California Family Rights Act (CFRA) must be taken first.

(b) The FMLA and the CFRA provide employees a total of up to 12 concurrent weeks of leave in a 12-month period. When taking FMLA/CFRA leave for serious leave for serious personal health conditions, employees will be required to use sick leave first. If the purpose of the FMLA/CFRA leave is for any other approved purpose, employees will be required to use accrued vacation first and then accrued sick leave. FMLA/CFRA leave in Excess of these accumulated compensated-leave hours will be treated as unpaid leave.

(c) If an employee has been on leave for less than six months, is unable to return to work after exhausting compensated leave and FMLA/CFRA leave, an uncompensated leave of absence will be granted for up to 30 calendar days, with the total compensated and uncompensated leave not to exceed 180 calendar days.

14.2 A leave of absence will commence on and include the first workday on which the employee is absent and terminates on and includes the workday preceding the day the employee returns to work.

14.3 All applications for leave of absence shall be made in writing except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the Agency in conjunction with the granting of a leave of absence. Upon an employee's return to work after a leave of absence, he/she will be reinstated to his/her former position and working conditions, except that if there has been a reduction of forces or his/her position has been eliminated during said leave, he/she will be returned to the position he/she would have been in had he/she not been on a leave of absence. Nothing in this section precludes an employee on a leave of absence from being subject to layoff.

14.4 An employee's status as a regular employee will not be impaired by such leave of absence and his/her continuity will accrue. No sick leave, vacation, or holidays will be earned during the leave of absence.

14.5 If an employee fails to return immediately on the expiration of his/her leave of absence, or if he/she accepts other employment while on leave, he/she will thereby forfeit the leave of absence and terminate his/her employment with the Agency.

14.6 Leaves of absence shall be granted under the authority of the General Manager.

14.7 In the event of the death of the mother, father, step-mother, step-father, brother, sister, step-brother, step-sister, son, daughter, step-son, step-daughter, wife, husband, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, or any relative or ward residing in the same home as the employee, bereavement leave of three (3) days with pay may be taken.

Article XV - Expenses

15.1 Whenever an employee uses his/her personal vehicle for the Agency's convenience, he/she will be reimbursed therefore at the maximum IRS mileage-rate allowable.

15.2 Under the direction of the General Manager, employees who are assigned to temporary work at such distance from their regular headquarters that it is impractical for them to return thereto each day, or to their regular place of abode, will be allowed actual personal expenses for board and lodging for the duration of such assignment, provided they board and lodge at places to be designated by the Agency. The time spent by such employees in traveling to such temporary job at its beginning, to and from home on holidays and weekends, and from such temporary job at its conclusion and any reasonable expense incurred thereby will be paid by the Agency. Employees attending schools, seminars, training, etc., shall have arrangements including fees, meals, lodging, travel, and miscellaneous expenses approved by the General Manager at the same time as attendance is approved.

15.3 The Assistant Engineer will receive an annual allowance for work boots of \$152.40. This amount shall be adjusted annually based on the U.S. Department of Labor's Consumer Price Index for All Urban Consumers (West – B/C) for the year ending November.

Article XVI - Sick Leave

16.1 Sick leave with pay shall be accumulated for each employee at the rate of one (1) day for each calendar month worked with accrual effective at the conclusion of each pay period.

16.2 Management may require satisfactory evidence of sickness or disability before payment for sick leave will be made only after three (3) consecutive days of sick leave or based on a previous showing of sick leave abuses.

16.3 If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave he/she shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.

16.4 Agency shall provide each employee with his/her sick leave balance each pay period.

16.5 Upon separation from service Agency will pay for one-half (½) of all accumulated sick leave. Reimbursement of accumulated sick leave will not be paid when an employee is discharged for fault or disciplinary purposes. In the event of layoff the Agency will pay for 100% of all accumulated sick leave at the then current rate of pay. In the event of death 100% of all accumulated sick leave will be paid to the beneficiary.

16.6 Any employee who in any calendar year uses four days or less of sick leave shall be entitled, at their option, to trade two (2) days of unused sick leave for one day of paid vacation, up to a maximum of four such additional days of vacation. These days to be taken at a time that meets with the approval of their immediate supervisor.

16.7 After an employee has accumulated more than thirty (30) days of sick leave, Agency shall pay, at the employee's option, for one-half (½) of accumulated sick leave beyond said thirty (30) days, up to a maximum of twelve (12) days in any calendar year at the current rate of pay.

16.8 Each employee may use accrued sick leave, up to half the time accrued per calendar year, as kin-care leave, to care for sick immediate family members. Kin-care-leave time will not accumulate from year to year. It is provided for those circumstances where the employee must take time off to care for a sick immediate family member, regardless of the seriousness of the illness. Immediate family members covered include parents, children and spouses or domestic partners and are defined as follows:

(a) A "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child for which an employee has accepted the duties and responsibilities of raising, such as where a grandmother raises her grandchild.

(b) A "parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian. Mothers-in-law, fathers-in-law, and grandparents are considered "parents" for purposes of this provision.

Employees should notify their supervisor to the extent feasible in order to avoid disruptions in work schedule as a result of use of kin care time.

Article XVII - Holidays

17.1 Regular employees, except as otherwise provided herein, will be entitled to the following holidays off with pay when they fall on a workday in the basic workweek:

New Year's Eve	New Year's Day
Martin Luther King Jr. Day	President's Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving
Christmas Eve	Christmas Day
Employee's Birthday	

(a) The employee's Birthday Holiday may be taken on any workday approved by the immediate supervisor.

17.2 Employees will be granted two days paid administrative leave annually. **Any employee on the 5-8's schedule will be granted 12 additional hours of administrative paid leave. All administrative** leave shall be taken during the calendar year and may not be carried over or accrued to subsequent years.

17.3 When any of the above holidays fall on a Sunday, the Monday following will be observed as the holiday. If it falls on Saturday, the previous Friday will be observed as the holiday.

17.4 When any of the above holidays fall on a non-workday, either a workday in conjunction with the holiday or a workday in conjunction with the employee's vacation will be observed as the holiday. The foregoing selection to be at the option of the employee, subject to his/her immediate supervisor's approval.

17.5 If an employee is absent from work on either the workday prior to the holiday or the workday following the holiday, without permission or a bona fide reason, he/she will not receive pay for the holiday.

17.6 Notwithstanding the foregoing, employees may be scheduled to work on holidays, in which event any such employee will, in addition to his/her holiday pay, be compensated therefore at the overtime rate of pay for all time worked on such days. The maximum combination of pay shall not exceed three (3) times the base rate in any event.

17.7 In addition to the holidays listed above all regular employees, except for the Administrative Assistant, are entitled to two days annually of personal necessity leave.

(a) Personal necessity leave may be taken at each employee's discretion, subject to prior approval of their immediate supervisor. Approval may be withheld if the employee's absence from work on the day requested significantly impairs work production or the provision of service. Unused personal necessity leave may not be accumulated for use subsequent to the year in which it is

earned. Also, upon separation from Agency employment, employees will not be compensated for unused personal necessity leave.

17.8 Whenever a "9-80s" schedule is in effect in accordance with Article 10.3(a), holidays will be counted as a nine-hour day when they fall on a day that an employee was scheduled to work a nine-hour day.

Article XVIII - Vacations

18.1 Employees may take vacation as it accrues (accrual is effective at the conclusion of each pay period), with the approval of their immediate supervisor. Vacation accrues monthly at a rate of:

4.615 hours/pay period for 15 days vacation,
6.154 hours/pay period for 20 days vacation; and,
7.692 hours/pay period for 25 days vacation.

Accrual of vacation for all employees will be as follows:

- (a) From employment, and on each anniversary date thereafter through five (5) years of continuity, the employee will accrue fifteen (15) days vacation with pay.
- (b) After completing five (5) years of Agency employment, and on each anniversary date thereafter through twenty (20) years of continuity, the employee will accrue twenty (20) days vacation with pay.
- (c) After completing twenty (20) years of Agency employment, and on each anniversary date thereafter, the employee will accrue twenty-five (25) days vacation with pay.

18.2 Vacations may be scheduled throughout the year as time is accrued. Employees with greater continuity will be given preference over those with less continuity in the selection of a vacation period.

18.3 The Agency will not require an employee to take his/her vacation in lieu of sick leave or leave of absence on account of illness.

18.4 If a holiday which an employee is entitled to have off with pay occurs on a workday during the employee's vacation period, such employee will be entitled to an additional day of vacation and will be compensated for same.

18.5 Vacation time may be accumulated to a maximum that is equal to the amount of vacation an employee would earn over a 24-month period. Vacation allowance stops accruing when this limit is reached; and begins again when the allowance drops below the 24-month maximum. Accrual beyond the maximum may be arranged only with prior written approval of the General Manager. Vacation accumulation may be allowed in unusual circumstances such as urgent or substantial personal reasons, extended trips, illnesses, disabilities, etc. All requests shall be made 3 months in advance of the employee's reaching the maximum.

18.6 Employees whose employment with the Agency is terminated for any reason will, at the time of termination, receive any unused vacation earned.

18.7 On January 1 of the fifth (5th) calendar year following their date of employment, and on January 1 of each fifth (5th) calendar year thereafter, Agency shall grant each employee a quinary-bonus vacation of five (5) work days with pay. A quinary-bonus vacation shall be in addition to the annual vacation set forth in section 18.1, above. Each year in which a quinary-bonus vacation is granted shall be referred to, herein, as a "quinary-bonus year."

(a) The five (5) days of quinary bonus vacation shall not accrue to the employee's vacation accumulation for the purpose of determining the maximum vacation entitlement (as discussed in Section 18.5 hereof) during the quinary bonus year. However, any quinary bonus vacation not used during the quinary bonus year shall accrue to the employee's vacation accumulation on January 1 of the year following the quinary bonus year.

Article XIX - Miscellaneous

19.1 A regular or probationary employee who is summoned for jury duty and is thus unable to perform his/her regular duties will be paid for the time lost at his/her regular rate of pay. All fees received for jury service shall be deducted from the employees' regular rate of pay.

Article XX - Employee Benefit Program

20.1 Defined contribution retirement programs (i.e., 401a and 457 deferred compensation plans) and a defined benefit retirement program (i.e., PERS) have been established by the Agency for all employees. Agency shall make no contribution to any retirement plan other than the PERS Plan. The employee's share of the PERS contract payment shall be the percentage (8% as of January 1, 2017) of each employee's reportable compensation as defined in the Public Employee Retirement Law (Government Code §20636 with Agency responsible for the balance as calculated by PERS. In addition to their PERS payment, each employee may make additional contributions to available deferred compensation plans.

20.2 (a) Agency will provide Medical Insurance coverage through the State of California Public Employees Retirement System (PERS) Medical Plan. Agency will contribute to the health benefit plan premium for each employee and their eligible dependents an amount equal to the average of the premiums of all the PERS plans available - excluding the plan with the lowest premium and the plan with the highest premium - in any given year.

(b) Where it is assured by the attending physician that the duration of an illness or disability will require the employee's absence from work in excess of ninety (90) calendar days, the Agency will, at its expense, pay the employee's required medical insurance premiums (including his/her dependents' coverage) for a period not to exceed six (6) months.

20.3 Vision and Dental insurance will be provided to the employees, their spouses, and dependents at no cost.

20.4 (a) Agency will provide for retirees and their dependents the same medical, dental and vision insurance coverage that is provided for active employees. Dependents of retirees will Continue to receive the coverage even after the death of the retiree. Agency-contributions for retirees' health-benefit plan-premiums is 100% of the maximum contribution for active employees. Annual increases will be applicable on January 1st of each year consistent with the requirements of the dental, vision and health insurance providers.

(b) Agency will provide the same medical, dental and vision insurance coverage, as is provided for active employees, for dependents of employees who died while actively employed by the Agency and were 55 years of age or older at the time of their death.

(c) To qualify as a retiree from the Agency for coverage in the PERS Health Plan and dental and vision plans, the employee has to meet the following criteria:

(1) Terminate his/her employment with the Agency with a minimum age of 55 years.

(2) Notify Agency within 120 days of his/her desire to be covered by the PERS Health Plan.

(3) All employees must have 10 years of employment with the Agency.

20.5 Employees retiring for health reasons, and are eligible for social security benefits, are exempt from the requirements of section 20.4 (b) 1 through 3.

20.6 Employees presently covered by the Agency's health insurance plan are eligible under COBRA to participate in the PERS Health Plan as retirees.

20.7 The "OWIDeas in Action" program is available to any employee, whereby they could be awarded monetary remuneration for any suggestion which would save money for the Agency; as outlined in General Policy #550.

20.8 Employees who participate in a verifiable exercise regimen at a physical-fitness facility within Butte County will be reimbursed for their individual monthly membership expense up to a maximum of \$60 per month. A verifiable exercise regimen at a physical-fitness facility can include, Yoga, Massage Therapy, Swimming, etc.

20.9 The Agency shall provide to each regular employee a life insurance policy of \$30,000, together with life insurance coverage for each employee's spouse and dependents in the amount of \$3,000 per person.

20.10 State Unemployment and Disability Insurance: All Agency employees will continue to be covered by the California Unemployment Insurance Code.

Article XXI - Merit System

21.1 The General Manager, at his discretion, may initiate a merit increase to deserving employees. Unit members may also recommend to the General Manager employees whom they consider deserving of a merit increase due to, but not limited to, an increase in job responsibilities, additional education to improve performance, or significant improvement to the Agency's operations beyond their job classification.

- (a) Performance evaluations of employees shall be conducted annually by their supervisor on or about their employment anniversary date. If a merit increase is warranted, the General Manager shall have the prerogative to increase an individual's compensation rate within the range specified.

Article XXII – Accrual of Compensating Time

22.1 Employees may have the opportunity to be paid for overtime worked, in accordance with Article VIII, or in lieu of extra compensation, may choose compensating time off. Compensating time off must be taken no later than the following pay period.

Article XXIII – Disciplinary Process

23.1 The General Manager may discipline any employee for just cause. The following measures are part of the disciplinary process: warning, reprimand, suspension with or without pay, dismissal, demotion, or reduction in pay.

23.2 Grounds for Discipline:

- (a) Discourteous treatment of the public or fellow employees.
- (b) Drinking of intoxicating beverages or use of controlled substances on the job, or arriving on the job under the influence of such controlled substances.
- (c) Habitual absence or tardiness.
- (d) Abuse of sick leave.
- (e) Disorderly conduct.
- (f) Incompetence or inefficiency.
- (g) Being wasteful of material, property, or working time.
- (h) Violations of any lawful or reasonable regulation or order made or given by an employee's supervisor.

- (i) Insubordination.
- (j) Neglect of duty.
- (k) Dishonesty.
- (l) Misuse of Agency property.
- (m) Willful disobedience.
- (n) Conduct unbecoming an Agency employee.

23.3 All acts of discipline will be accompanied by a letter of warning to the employee stating the reasons and grounds for such discipline. The employee must acknowledge receipt of the warning by signing the letter at the time of presentation; this signature signifies only receipt of the document, not necessarily agreement to the contents. The employee may, before the conclusion of seven (7) calendar days, respond in writing to the contents of the letter of warning.

23.4 All negative evaluations or letters of warning shall remain part of the employee's personnel file. Negative evaluations shall not be used by the General Manager in decisions to dismiss if the performance has improved.

23.5 Any disciplinary action which may result in suspension without pay shall be set forth in writing to the employee at least seven (7) calendar days before the proposed effective date or dates. This notice shall be prepared by the General Manager and shall contain the following:

- (a) A description of the proposed action and its effective date or dates, and the ordinance, regulation, or rule violated.
- (b) A statement of the acts or omissions upon which the action is based.
- (c) A statement that a copy of the material upon which the action is based is attached or available for inspection upon request.
- (d) A statement advising the employee of the right to request a "Skelly" hearing, and of the right to be represented by a unit representative or, at the employee's expense, an attorney or other qualified professional.
- (e) A date by which time the employee must respond in writing if they wish to contest the action.

23.6 All notices of proposed action shall be personally served, or if personal service is not possible, then by certified mail, return receipt requested, to the last known address of the employee.

Article XXIV - Terms

24.1 This MOU shall remain in full force and effect until changed by mutual agreement between Agency and unit members in accordance with the provisions of the Government Code of the State of California.

24.2 Requests by unit members for amendments and/or augmentations will be limited to one item annually, in addition to any request for additional compensation (cost or standard of living adjustment, Bonus, etc.), and shall be submitted in writing during the period of September 1 to October 1 of any new year.

24.3 Any provision of this MOU which may be in conflict with any Federal or State law, regulation, or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict.

24.4 In the event any provision of this MOU is suspended or declared inoperative by reason of the operation of this section, the parties shall meet and confer within thirty (30) calendar days to negotiate a substitute provision that will, as early as possible, reflect the intent of the suspended clause in a lawful manner.

24.5 (a) Agency and unit members acknowledge that, during the negotiations that resulted in this MOU, Agency and unit members had the unlimited right and opportunity to make proposals regarding any matter not removed by law from the meet and confer or consultation arena, and that understandings and agreements arrived at by Agency and unit members after the exercise of such right and opportunity are set forth in this MOU. Therefore, Agency and unit members, for the duration of this MOU and subject to the exceptions contained herein, each waives the right, and each agrees that the other shall not be obligated, to meet and confer with respect to any subject or matter referred to or covered in this MOU.

(b) If, during the term of this MOU, Agency or unit members desire to meet and confer or consult in good faith with respect to any matter not specifically referred to or covered in this MOU, Agency and unit members agree to abide by the Meyers-Milias-Brown Act regarding the obligation to meet and confer in good faith.

Article XXV - Management Rights

Management of the Agency and its business, and the direction of its working forces are vested exclusively in Agency, and this includes, but is not limited to the following: to direct and supervise the work of its employees; to hire, promote, demote, transfer, suspend, and discipline or discharge employees for just cause; to plan, direct and control operations; to lay off employees because of lack of work or for other legitimate reasons; to introduce new or improved methods or facilities; except to the extent that all of the foregoing shall be subject to the provisions of this MOU or letters of agreement clarifying or interpreting this MOU, as well as Government Code §3500, et seq (Meyers-Milias-Brown Act).

WHEREFORE, in conclusion of negotiation for 2023, this Memorandum of Understanding has been amended by the parties hereto, effective the 1st day of January 2023 for the term of January 1, 2023 through December 31, 2025. Thereafter, this MOU will remain in full force and effect from year to year unless notice is provided by either Party to the other no more than 180 days and no less than 60 days prior to the above date of expiration.

Designated Representative of
the South Feather Water and Power Agency:

Clerical and Support Employees Unit

Rath T. Moseley, General Manager

Jennifer Lacey, Accounting Specialist

Cynthia Griffin, Account Technician

Heather Benedict Account Technician

Jessica Hadley, Account Technician

Mariah Rowlinson, Account Technician

EXHIBIT "A" – C.S.E.U. COMPENSATION RATES

Position		Start	Top	Year
Account Technician I	A-1a	\$16.96	\$25.12	2016
		\$18.15	\$26.88	2017
		\$18.74	\$27.75	2018
		\$19.35	\$28.65	2019
		\$19.93	\$29.51	2020
		\$20.52	\$30.40	2021
		\$21.14	\$31.31	2022
		\$21.77	\$33.42	2023
		\$22.59	\$34.68	2024
		\$23.44	\$35.98	2025
Account Technician II	A-1b	\$18.95	\$28.07	2016
		\$20.28	\$30.03	2017
		\$20.94	\$31.01	2018
		\$21.62	\$32.02	2019
		\$22.26	\$32.98	2020
		\$22.93	\$33.97	2021
		\$23.62	\$34.99	2022
		\$24.33	\$37.35	2023
		\$25.24	\$38.75	2024
		\$26.19	\$40.20	2025
Account Technician III	A-1c	\$21.78	\$31.13	2016
		\$23.30	\$33.31	2017
		\$24.06	\$34.39	2018
		\$24.84	\$35.51	2019
		\$25.59	\$36.57	2020
		\$26.36	\$37.67	2021
		\$27.15	\$38.80	2022
		\$27.96	\$41.42	2023
		\$29.01	\$42.97	2024
		\$30.10	\$44.59	2025
Accounting Specialist I	A-1d	\$22.76	\$33.71	2016

		\$24.35	\$36.07	2017
		\$25.14	\$37.24	2018
		\$25.96	\$38.45	2019
		\$26.74	\$39.61	2020
		\$27.54	\$40.79	2021
		\$28.37	\$42.02	2022
		\$29.22	\$44.85	2023
		\$30.32	\$46.54	2024
		\$31.45	\$48.28	2025
Accounting Specialist II	A-1e	\$25.22	\$37.36	2016
		\$26.99	\$39.98	2017
		\$27.86	\$41.27	2018
		\$28.77	\$42.62	2019
		\$29.63	\$43.89	2020
		\$30.52	\$45.21	2021
		\$31.44	\$46.57	2022
		\$32.38	\$49.71	2023
		\$33.59	\$51.57	2024
		\$34.85	\$53.51	2025
Accounting Specialist III	A-1f	\$28.25	\$41.85	2016
		\$30.23	\$44.78	2017
		\$31.21	\$46.23	2018
		\$32.22	\$47.74	2019
		\$33.19	\$49.17	2020
		\$34.19	\$50.64	2021
		\$35.21	\$52.16	2022
		\$36.27	\$55.69	2023
		\$37.63	\$57.77	2024
		\$39.04	\$59.94	2024
		\$40.50	\$62.19	2025
Administrative Assistant	A-2	\$25.66	\$38.03	2016
		\$27.46	\$40.69	2017
		\$28.35	\$42.01	2018
		\$29.27	\$43.38	2019
		\$30.15	\$44.68	2020

		\$31.05	\$46.02	2021
		\$31.98	\$47.40	2022
		\$32.94	\$50.60	2023
		\$34.18	\$52.50	2024
		\$35.46	\$54.47	2025
Assistant Engineer	A-3	\$27.66	\$45.85	2016
		\$29.60	\$49.06	2017
		\$30.56	\$50.65	2018
		\$31.55	\$52.30	2019
		\$32.50	\$53.87	2020
		\$33.47	\$55.49	2021
		\$34.48	\$57.15	2022
		\$35.51	\$61.01	2023
		\$36.84	\$63.30	2024
		\$38.22	\$65.67	2025
Information Systems Specialist	A-4	\$24.34	\$36.42	2016
		\$26.04	\$38.97	2017
		\$26.89	\$40.24	2018
		\$27.76	\$41.54	2019
		\$28.60	\$42.79	2020
		\$29.45	\$44.07	2021
		\$30.34	\$45.40	2022
		\$31.25	\$48.46	2023
		\$32.42	\$50.28	2024
		\$33.64	\$52.16	2025
Accountant	A-5	\$ 44.11	\$ 58.23	2021
		\$ 45.43	\$ 59.98	2022
		\$ 46.80	\$ 64.03	2023
		TBD	TBD	

EXHIBIT "B" - CLASSIFICATION SPECIFICATIONS

Exhibit B-1

CLASSIFICATION SPECIFICATION

Job Titles: Account Technician Series
Divisions: Administration, Finance, Water and Power

All positions within the Account Technician series are under the direction of the Finance ~~Division~~ Manager or ~~Operations Support Manager. and the supervision of the Manager of Information Systems.~~ The positions within this series are:

Account Technician I;
Account Technician II;
Account Technician III;
Accounting Specialist I;
Accounting Specialist II; and,
Accounting Specialist III.

The General Manager may advance an incumbent in this series to the next level (e.g., AT I to AT II, AT III to AS I, etc.) upon demonstration of satisfactory aptitude and ability to perform all of the job duties, described below, for said next level. This will typically occur in conjunction with an annual performance evaluation.

Basic Hours of Work: Monday through Friday, 8:00 AM to 5:00 PM, or a "9-80s" schedule if approved in accordance with Article 10.3(a) of the Agency's Memorandum of Understanding (MOU) with the Clerical and Support Employees Unit (CSEU).

Hourly Compensation Range: As specified in Exhibit A of the CSEU MOU.

Environmental Demands

Almost always works indoors in temperature-controlled environment. Seldom works outside, but may encounter a variety of weather conditions when outside that range from snow to temperatures in excess of 100° F. Within the office environment, a person in one of this series' positions may experience exposure to various colognes/perfumes, fumes from printing cartridges and cleaning products, and dust from stored supplies. Employees may experience some noise and vibration from office machines and HVAC equipment.

Physical Requirements

Activities include:

- Typing correspondence, checks, forms, etc.; operating a desktop computer, adding machine, FAX machine, cash register, credit card terminals, postage machine, mail-opening machine, forms buster, stapler, copier machine, hole punch, and document binding machine;
- Assistance of, and face-to-face interaction with, customers, vendors, contractors, consultants, other Agency employees, etc., in office and by telephone;
- Mail pickup and delivery, and occasional courier services;
- Filing;
- Routine and minor maintenance of office machines; and,
- Maintenance of interior office plants.

The above-listed activities necessitate the incumbent's ability to perform the following functions: sitting; standing; walking; stooping; squatting; bending; twisting; close vision; speaking; hearing; occasionally lifting up to 25 lbs.; pushing; pulling; use of hands to write, type on keyboard, finger or feel objects, tools or controls; and, driving a vehicle.

Mental Requirements

- Reading – Ability to read letters, reports, memos, messages, emails, complex financial documents, operating manuals for office equipment.
- Writing – Ability to write reports, letters, memos, messages, and emails; fill out forms and documents.
- Math – Ability to perform basic math calculations. Ability to apply concepts such as fractions and percentages to practical situations.
- Attention to Detail – High level concentration and attention to detail for extended periods of time required to produce reports, correspondence, and documents, and to input data into computer software.
- Repetition – Routine daily work practices, including keyboarding and operation of other office machines, filing, answering the phone, etc.
- Judgment – Ability to work independently, prioritize work and make decisions regarding correct formatting of work and implementation of same. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to work face-to-face with others and formulate appropriate instructions to achieve desired goals.
- Social Skills – Ability to relate positively and cooperatively with members of the public and Agency personnel.
- Communication Skills – Ability to quickly organize and communicate thoughts orally and in writing. Ability to understand communications from others.

ACCOUNT TECHNICIAN I

Prerequisite Qualifications

- High school diploma with business emphasis, or the equivalency thereof;
- Knowledge of basic math;
- Ability to accurately type at a minimum speed of 40 words per minute;
- Ability to proficiently operate 10-key adding machine;
- Ability to quickly learn Microsoft Word and Excel;
- Valid California driver license and satisfactory driving record.

General Job Description

- Receives and processes mail and payments from customers;
- Assists in the processing of accounts receivable and payable;
- Assists in the processing of customer utility billings;
- Assists with web- and electronic-payment processing;
- Performs receptionist duties, including answering telephone and personally answering inquiries or directing callers to staff qualified to provide answers;
- Provides information and assistance to customers regarding their accounts;
- Provides information and assistance to Agency field personnel regarding customer account information;
- Prepares miscellaneous documents including correspondence, purchase orders, checks, etc.;
- Prepares documents for mailing or courier delivery, including envelope stuffing, addressing and postage;
- Balances cash drawer;
- Routine clerical work, including filing, classifying and indexing records, copying, etc.;
- Researches customer account and/or application problems as directed;

ACCOUNT TECHNICIAN II

Prerequisite Qualifications

In addition to prerequisite qualifications for an Account Technician I:

- Two years of experience as an Account Technician I, or four years of increasingly responsible accounting experience outside the Agency, or the equivalency thereof;
- Knowledge of algebra;
- Proficient knowledge of Microsoft Word and Excel;
- Proficient use of Agency's accounting software.

General Job Description

- Receives and processes mail and payments from customers;
- Processes accounts receivable and payable;
- Processes customer utility billings;
- Performs receptionist duties, including answering telephone and personally answering inquiries or directing callers to staff qualified to provide answers;
- Provides information and assistance to customers regarding their accounts;
- Sets up new and maintains existing customer accounts within Agency's accounting software;
- Provides information and assistance to Agency field personnel regarding customer account information;
- Prepares miscellaneous documents including correspondence, purchase orders, checks, etc.;
- Prepares documents for mailing or courier delivery, including envelope stuffing, addressing and postage;
- Balances cash drawer;
- Composes correspondence as directed;

- Routine clerical work, including filing, classifying and indexing records, copying, etc.;
- Processes payroll reports as directed;
- Researches customer account and/or application problems as directed;
- Provides assistance to other personnel in the office.

ACCOUNT TECHNICIAN III

Prerequisite Qualifications

In addition to prerequisite qualifications for an Account Technician II:

- Associate of Arts degree with accounting or business emphasis, or the equivalency thereof;
- Two years of experience as an Account Technician II, or four years of increasingly responsible accounting experience outside the Agency, or the equivalency thereof;
- Knowledge of accounting principles.

General Job Description

- Receives and processes mail and payments from customers;
- Processes accounts receivable and payable;
- Processes customer utility billings;
- Sets up new and maintains existing customer accounts within Agency's accounting software;
- Performs receptionist duties, including answering telephone and personally answering inquiries or directing callers to staff qualified to provide answers;
- Provides information and assistance to customers regarding their accounts;
- Provides information and assistance to Agency field personnel regarding customer account information;
- Sets up and coordinates meter reading routes;
- Uploads current account data into meter readers' hand-held data recorders, and downloads meter readings from handhelds into customer-account software;
- Prepares miscellaneous documents including correspondence, purchase orders, checks, etc.;
- Prepares documents for mailing or courier delivery, including envelope stuffing, addressing and postage;
- Balances cash drawer;
- Orders office supplies for staff throughout the Agency, including preparing and processing requests for bids and vendor responses;
- Assists with Agency purchasing processes and procedures;
- Composes correspondence as directed;
- Routine clerical work, including filing, classifying and indexing records, copying, etc.;
- Processes payroll reports as directed;
- Researches customer account and/or application problems as directed;
- Prepares written reports describing personal analysis and evaluation of data, records, and/or procedures;
- Produces and reconciles monthly consumption and revenue reports;
- Provides accounting assistance to the Accountant and the Finance Division Manager;

- Provides relief and assistance to other personnel in the office.

Under the direction of the Power Division Manager and the supervision of the Special Projects Manager,

- Performs duties of Administrative Assistant for the Power Division Manager, Hydro Operations Manager and the Special Projects Manager;
- Serves as receptionist and dispatcher in the Power Division's Forbestown office.

ACCOUNTING SPECIALIST I

Prerequisite Qualifications

In addition to prerequisite qualifications for an Account Technician III:

- Associate of Arts degree with accounting or business emphasis (baccalaureate degree in accounting or business administration preferred), or equivalency thereof;
- Two years of experience as an Account Technician III, or four years of increasingly responsible accounting experience;
- Knowledge of advanced accounting principles;
- Ability to acquire a functional understanding of the policies, procedures, physical operation, maintenance and scheduling of the Power Division and its facilities within six months;
- Ability to acquire a functional understanding of the regulations and requirements of federal, state and county agencies, and of PG&E, relating to the Power Division and its facilities.

General Job Description

- Provides information and assistance to customers regarding their accounts;
- Processes accounts receivable and payable;
- Processes customer utility billings;
- Sets up new, and maintains existing, customer accounts within Agency's accounting software;
- Provides information and assistance to Agency field personnel regarding customer account information;
- Sets up and coordinates meter reading routes;
- Uploads current account data into meter readers' hand-held data recorders, and downloads meter readings from handhelds into customer-account software;
- Prepares miscellaneous documents including correspondence, purchase orders, checks, petitions, resolutions, easement descriptions, deed forms, agreements, billing and recap sheets, etc.;
- Orders office supplies for staff throughout the Agency, including preparing and processing requests for bids and vendor responses;
- Routine clerical work, including filing, classifying and indexing records, copying, etc.;
- Balances cash drawer;
- Researches customer account and/or application problems as directed;
- Prepares written reports describing personal analysis and evaluation of data, records, and/or procedures;
- Produces and reconciles monthly consumption and revenue reports;
- Processes Power Division payables, purchase orders, and special withdrawals;

- Maintains employee records relating to health insurance and retirement, and processes statements, documents and correspondence relating thereto;
- Maintains vacation and sick leave records for all Agency employees;
- Processes payroll reports;
- Maintains asset records for Water and Power Divisions;
- Assists independent auditor by producing documents, records and generating reports as requested;
- Provides accounting and budgeting assistance to the Accountant and the Finance Division Manager;
- Provides relief and assistance to other personnel in the office;
- Communicates with and provides requested information to the Agency's property liability and workers compensation insurance providers.

Under the direction of the Power Division Manager and the supervision of the Special Projects Manager,

- Performs duties of Administrative Assistant for the Power Division Manager, Hydro Operations Manager and the Special Projects Manager;
- Serves as receptionist and dispatcher in the Power Division's Forbestown office.

Under the direction of the General Manager,

- Performs duties of Administrative Assistant;
- Serves as Agency's public relations coordinator;
- Serves as Agency's annexation administrator and liaises with annexation consultants, LAFCo and the State Board of Equalization;
- Serves as the Agency historian.

ACCOUNTING SPECIALIST II

Prerequisite Qualifications

In addition to prerequisite qualifications for an Accounting Specialist I:

- Associate of Arts degree with accounting or business emphasis (baccalaureate degree in accounting or business administration preferred), or equivalency thereof;
- Two years of experience as an Accounting Specialist I, or four years of increasingly responsible accounting experience;
- Knowledge of advanced accounting principles;
- Knowledge of the policies, procedures, physical operation, maintenance and scheduling of the Power Division and its facilities with six months;
- Knowledge of the regulations and requirements of federal, state and county agencies, and of PG&E, relating to the Power Division and its facilities.

General Job Description

- Provides customer service backup for Account Technicians;
- Processes accounts receivable and payable;
- Processes customer utility billings;
- Sets up new, and maintains existing, customer accounts within Agency's accounting software;

- Provides information and assistance to Agency field personnel regarding customer account information;
- Sets up and coordinates meter reading routes;
- Uploads current account data into meter readers' hand-held data recorders, and downloads meter readings from handhelds into customer-account software;
- Prepares miscellaneous documents including correspondence, purchase orders, checks, petitions, resolutions, easement descriptions, deed forms, agreements, billing and recap sheets, etc.;
- Balances cash drawer;
- Researches customer account and/or application problems as directed;
- Produces and reconciles monthly consumption and revenue reports;
- Prepares written reports analyzing and evaluating data, records, policies and procedures as requested by division managers and the General Manager;
- Processes Power Division payables, purchase orders, and payroll;
- Maintains employee records relating to health insurance and retirement, and processes statements, documents and correspondence relating thereto;
- Maintains vacation and sick leave records for all Agency employees;
- Processes payroll reports;
- Maintains asset/inventory records for Water and Power Divisions;
- Assists independent auditor by producing documents, records and generating reports as requested;
- Assists with the accounting and invoicing components of the agreement between the Agency and North Yuba Water District;
- Provides accounting assistance to the Accountant and the Finance Division Manager;
- Provides relief and assistance to other personnel in the office;
- Communicates with and provides requested information to the Agency's property liability and workers compensation insurance providers.

Under the direction of the Power Division Manager and the supervision of the Special Projects Manager,

- Performs duties of Administrative Assistant for the Power Division Manager, Hydro Operations Manager and the Special Projects Manager;
- Serves as receptionist and dispatcher in the Power Division's Forbestown office.

Under the direction of the General Manager,

- Performs duties of Administrative Assistant;
- Serves as Agency's public relations coordinator;
- Serves as Agency's annexation administrator and liaises with annexation consultants, LAFCo and the State Board of Equalization;
- Serves as the Agency historian.

ACCOUNTING SPECIALIST III

Prerequisite Qualifications

In addition to prerequisite qualifications for an Accounting Specialist II:

- Baccalaureate degree in accounting or business administration, or equivalency thereof;
- Two years of experience as an Accounting Specialist II;
- Knowledge of advanced accounting principles;
- Knowledge of the policies, procedures, physical operation, maintenance and scheduling of the Power Division and its facilities with six months;
- Knowledge of the regulations and requirements of federal, state and county agencies, and of PG&E, relating to the Power Division and its facilities.

General Job Description

- Provides customer service backup for Account Technicians;
- Processes accounts receivable and payable;
- Processes customer utility billings;
- Sets up new, and maintains existing, customer accounts within Agency's accounting software;
- Provides information and assistance to Agency field personnel regarding customer account information;
- Prepares miscellaneous documents including correspondence, purchase orders, checks, petitions, resolutions, easement descriptions, deed forms, agreements, billing and recap sheets, etc.;
- Balances cash drawer;
- Researches customer account and/or application problems as directed;
- Prepares written reports analyzing and evaluating data, records, policies and procedures as requested by division managers and the General Manager;
- Processes Power Division payables, purchase orders, and payroll;
- Maintains employee records relating to health insurance and retirement, and processes statements, documents and correspondence relating thereto;
- Maintains vacation and sick leave records for all Agency employees;
- Processes payroll reports;
- Produces and reconciles monthly consumption and revenue reports;
- Maintains asset/inventory records for Water and Power Divisions;
- Assists independent auditor by producing documents, records and generating reports as requested;
- Assists with the accounting and invoicing components of the agreement between the Agency and North Yuba Water District;
- Provides accounting assistance to the Accountant and the Finance Division Manager;
- Provides relief and assistance to other personnel in the office;
- Communicates with and provides requested information to the Agency's property liability and workers compensation insurance providers.

Under the direction of the Power Division Manager and the supervision of the Special Projects Manager,

- Performs duties of Administrative Assistant for the Power Division Manager, Hydro Operations Manager and the Special Projects Manager;
- Serves as receptionist and dispatcher in the Power Division's Forbestown office.

Under the direction of the General Manager,

- Performs duties of Administrative Assistant;
- Serves as Agency's public relations coordinator;
- Serves as Agency's annexation administrator and liaises with annexation consultants, LAFCo and the State Board of Equalization;
- Serves as the Agency historian.

Added: 2/25/14

Exhibit B-2

CLASSIFICATION SPECIFICATION

Job Title: Administrative Assistant to the General Manager
Division: Administration

General Job Description

Under the direction of the General Manager and with a minimum of supervision:

acts as the General Manager's personal/confidential secretary and administrative assistant;

acts as Deputy Secretary to the Board of Directors;

prepares meeting agendas, information packets for Board and committee meetings, and minutes of Board and committee meetings;

composes correspondence on own initiative and as directed by the General Manager;

prepares miscellaneous documents including contracts, agreements, resolutions, easements, legal descriptions, and deed forms; and,

acts as coordinator and facilitator of staff, contractors and consultants in the preparation of reports and projects requested by the General Manager.

Under the direction of the Finance Division Manager:

opens and distributes daily mail to District staff;

maintains correspondence and project files for all divisions and departments;

monitors all correspondence to ensure that necessary responses are prepared by the appropriate staff in a timely and expeditious manner;

arranges for registrations and travel reservations for Board and staff attending conferences, seminars and meetings; and,

provides clerical support and relief as needed to other office staff to accommodate excessive work volume and absences due to vacation, sick leave, etc.

Prerequisite Qualifications

High school diploma and two (2) years of college with business emphasis, or experience that is the equivalency thereof. A four-year college degree in business, communications, public administration, or other related field is preferred.

Minimum of five (5) years of experience working as a professional secretary or administrative assistant to a public agency, business or corporation executive officer.

Ability to accurately type at a speed of 75 words per minute.

Ability to take dictation (shorthand or speed writing) at a speed of 100 words per minute.

Ability to proficiently use, or quickly learn the word processing software used by Agency.

Ability to proficiently use, or quickly learn the spreadsheet software used by Agency.

Valid California driver license and satisfactory driving record.

Basic Work Hours: 8:00 AM to 5:00 PM, Monday through Friday.

Hourly Compensation Range: See Exhibit "A"

Essential Job Duties:

1. Task: Typing correspondence, agendas, Board meeting information packets, legal documents, forms, etc.; operates computer, printer, Dictaphone, adding machine, FAX machine, postage machine, mail opening machine, audio recording system, TV, VCR, stapler, copy machine, paper cutter, hole punch, document binding machine.

Physical Demand: Sitting; standing; close vision; use of hands to finger, handle, or feel objects, tools or controls.

2. Task: Assistance of and interaction with customers, vendors, contractors, consultants, etc., in office and by telephone for the General Manager.

Physical Demand: Sitting; standing; walking; kneeling; stooping; bending; squatting; close vision; speaking; hearing; use of hands to write, type and use telephone.

3. Task: Attendance of, and preparation of minutes for Board and committee meetings.

Physical Demand: Sitting; standing; walking; close and distance vision; speaking; hearing; use of hands to finger, handle, or feel objects, tools or controls; driving vehicle.

4. Task: Filing.

Physical Demand: Sitting; standing; walking; lifting, pushing, pulling and carrying (up to 25 lbs.); kneeling; stooping; bending; squatting; close vision; use of hands to finger, handle, or feel objects, tools or controls.

Environmental Demands:

Outside: Seldom, if ever, works outside in a variety of weather conditions ranging from snow to +100° F.

Inside: Almost always works indoors in temperature-controlled environment.

Fumes/Gases: Exposure to various colognes/perfumes and fumes/dust from printing cartridges.

Noise/Vibration: Business office machines.

Mental Requirements:

Reading: Reads letters, reports, memos, messages, complex financial and legal documents, operating manuals for office equipment.

Writing: Writes reports, letters, memos, minutes, agendas, messages; fills out forms and documents.

Math: Ability to perform basic math calculations, with and without a calculator. Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

Attention to Detail: High level concentration and attention to detail for extended periods of time required to produce reports, correspondence, and documents.

Repetition: Routine daily work practices, including keyboarding and operation of other office machines, filing, etc.

Judgment: Ability to work independently, prioritize and organize work, coordinate the efforts and activities of others, and make decisions regarding correct formatting of work and implementation of same. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to work with others and formulate appropriate instructions to achieve desired goals. Ability to maintain confidentiality.

Social Skills: Ability to relate courteously and cooperatively with members of the public, Board members, and District personnel; and ability to assertively administer the General Manager's appointment calendar and schedule.

Communication Skills: Ability to quickly organize and communicate thoughts orally and in writing. Ability to quickly understand communications from others.

Exhibit B-3

CLASSIFICATION SPECIFICATION

Job Title: Assistant Engineer
Division: Water

General Job Description

Under the direction of the Water Division Manager, and with a minimum of supervision:

performs a variety of duties related to the mapping of Agency facilities, including the ongoing development and maintenance of the Agency's geographical information system (GIS);

collects information using GPS receiver;

drafts detailed construction drawings and related maps and specifications used in planning and construction of public works projects such as potable water treatment and delivery systems together with non-potable water delivery systems;

performs a variety of duties relating to grant application and management, evaluation of environmental impacts, and easements and rights-of-way;

reviews plan proposals from consulting engineers and developers for compliance with Agency standards rules and regulations;

develops and maintains a water distribution model;

works as part of a team in establishing Agency's water distribution system maintenance program;

and, effectively works as a member of a problem-solving team to resolve, within set time schedules, a variety of engineering tasks in support of the Water Division Manager and General Manager.

Prerequisite Qualifications

Associate's degree (AA) from community college or technical school (four-year degree in civil engineering preferred), and three years experience and/or training in: drafting technology, surveying, or civil engineering; AutoCad and GIS or equivalent systems; or, equivalent combination of education and experience.

Valid California driver license and satisfactory driving record.

Basic Work Hours: 8:00 AM to 5:00 PM, Monday through Friday.

Hourly Compensation Range: See Exhibit "A".

Essential Job Duties:

1. Task: Prepares drawings for various Agency projects, including plotting maps, charts, graphs, plans; drafts detailed drawings of structures and installations involved in potable and non-potable water distribution systems; and checks and updates as-built drawings.

Physical Demand: Sitting, close vision, use of hands to finger, handle, or feel objects, tools or controls.

2. Task: Computes volumes and quantities; prepares estimates of construction materials and costs; develops spreadsheets, charts, and graphs.

Physical Demand: Sitting, close vision, use of hands to finger, handle, or feel objects, tools or controls.

3. Task: Reviews plans and specifications for water delivery systems prepared by consulting engineers and recommends revisions for compliance with Agency standards and rules and regulations.

Physical Demand: Sitting, standing, close vision, speaking, hearing, use of hands to finger, handle or feel objects, tools or controls.

4. Task: Prepares reports, forms, questionnaires, etc., in response to inquiries or requirements of other county, state or federal agencies.

Physical Demand: Sitting, standing, close vision, speaking, hearing, use of hands to finger, handle, or feel objects, tools or controls.

5. Task: Assists as member of survey crew in field to establish construction control points, locate property monuments, right-of-way alignment control points, or to collect data for mapping purposes.

Physical Demand: Sitting, standing, walking over uneven ground, close and distance vision, speaking, use of hands to operate surveying equipment, driving vehicle.

6. Task: Interacts with other special districts, county, state and federal agencies, to obtain permits, authorizations and information and to respond to inquiries for information from same.

Physical Demand: Sitting, standing, walking, close and distance vision speaking, hearing, driving vehicle.

7. Task: Coordinates other Agency personnel and assists in the locating of Agency facilities for the purpose of incorporating the facility location data into the Agency GIS.

Physical Demand: Sitting, standing, walking over uneven ground, close and distance vision, speaking, hearing, use of hands to operate locating equipment, driving vehicle.

8. Task: Creates and maintains Agency GIS.

Physical Demand: Sitting, close vision, use of hands to finger, handle, or feel objects, tools or controls.

9. Task: Coordinates other Agency personnel and assists in the development and updating of information related to the GIS.

Physical Demand: Sitting, close vision, speaking, hearing, use of hands to finger, handle, feel objects, tools or controls.

10. Task: Inspects and evaluates on-going projects to assure compliance with plans and specifications.

Physical Demand: Sitting, standing, walking over uneven ground, distance vision, speaking, hearing, use of hands to finger, handle, feel objects. tools or controls, driving vehicle.

Marginal Job Duties:

1. Task: Operates various pieces of equipment, including computers, various printers and plotters, blueprint and copy machines, calculators, etc.

Physical Demand: Sitting, close vision, use of hands to finger, handle, feel objects, tools or controls.

Environmental Demands:

Outside: Works outside on occasion in a variety of weather conditions ranging from snow to +100° F.

Inside: Usually works indoors in temperature-controlled environment.

Fumes/Gases: Exposure to various colognes/perfumes; infrequent exposure to ammonia gas from blueprinting machine, and fumes/dust from printing cartridges.

Noise/Vibration: None.

Mental Requirements:

Reading: Reads complex manuals and instructions for computer software and hardware, letters, reports, memos and messages.

Writing: Writes reports, memos, messages, and fills out information forms. Needs ability to use or quickly learn the word-processing software used by Agency.

Math: Ability to work with mathematical concepts such as fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations. Ability to use or quickly learn the spreadsheet software used by Agency.

Attention to Detail: High level concentration and attention to detail for extended periods of time required to produce reports and drawings.

Repetition: Repetitive data entry to computer system for drawings and text.

Judgment: Ability to work independently, prioritize work and make decisions regarding correct formatting of work and implementation of same. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Ability to work with others and formulate appropriate instructions to achieve desired goals.

Social Skills: Ability to relate cooperatively with members of the public, Directors, and Agency personnel.

Communication Skills: Ability to quickly organize and communicate thoughts orally, written or graphically. Ability to understand communications from others.

Exhibit B-4

CLASSIFICATION SPECIFICATION

Job Title: Information Systems Specialist
Division: Administration

General Job Description

Under the direction of the Manager of Information Systems and with a minimum of supervision:

performs a variety of duties related to the mapping of Agency facilities, including the ongoing development and maintenance of the Agency's desktop and web-based geographical information system (GIS) and GPS applications;

assists in the development and maintenance of a water distribution model;

works as part of a team in establishing Agency's water distribution system maintenance program;

effectively works as a member of a problem solving team to resolve, within set time schedules, a variety of engineering tasks, including GIS/CAD integration, in support of the Water Division Manager and General Manager.

provides computer hardware technical support for other network users; and,

maintains computer network hardware and software;

Prerequisite Qualifications

Associate's degree (AA) from community college or technical school in: drafting technology; surveying or civil engineering; GIS or equivalent systems; computer science; information systems management; or, equivalent combination of education and experience (three years or more experience preferred).

Ability to successfully pass a background security check.

Ability to accurately type at a minimum speed of 40 words per minute.

Ability to proficiently use, or quickly learn Microsoft Word (word-processing software) and Excel (spreadsheet software).

Valid California driver license and satisfactory driving record.

Basic Work Hours: 8:00 AM to 5:00 PM, Monday through Friday.

Hourly Compensation Range: See Exhibit "A".

Essential Job Duties:

1. Task: Operates computer, FAX machine, printers, scanners, digital cameras, document binding machine.

Physical Demand: Sitting; standing; twisting; walking; lifting, pushing, pulling and carrying (up to 25 lbs.); kneeling; stooping; bending; squatting; close vision; use of hands to finger, handle, or feel objects, tools or controls.

2. Task: Provides assistance and instruction to other staff in the utilization of computer software and hardware.

Physical Demand: Sitting; standing; twisting; walking; kneeling; stooping; bending; squatting; close vision; use of hands to finger, handle, or feel objects, tools or controls; talking; listening.

3. Task: Analyzes and troubleshoots computer and communications network and makes corrections, adjustments and repairs to software and hardware.

Physical Demand: Sitting; standing; twisting; walking; lifting, pushing, pulling and carrying (up to 25 lbs.); kneeling; stooping; bending; squatting; close vision; use of hands to finger, handle, or feel objects, tools or controls.

4. Task: Assists the Manager of Information Systems in wiring, cabling, and component set up.

Physical Demand: Sitting; standing; twisting; walking; crawling; lifting, pushing, pulling and carrying (up to 25 lbs.); kneeling; stooping; bending; squatting; working in confined spaces; close vision; use of hands to finger, handle, or feel objects, tools or controls.

5. Task: Coordinates other Agency personnel and assists in the locating of Agency facilities for the purpose of incorporating the facility location data into the Agency GIS.

Physical Demand: Sitting, standing, walking over uneven ground, close and distance vision, speaking, hearing, use of hands to operate locating equipment, driving vehicle.

6. Task: Creates and maintains Agency GIS.

Physical Demand: Sitting, close vision, use of hands to finger, handle, or feel objects, tools or controls.

7. Task: Coordinates other Agency personnel and assists in the development and updating of information related to the GIS.

Physical Demand: Sitting, close vision, speaking, hearing, use of hands to finger, handle, feel objects, tools or controls.

Marginal Job Duties:

1. Task: Assistance of and interaction with customers, vendors, contractors, consultants, etc., in office and by telephone.

Physical Demand: Sitting; standing; walking; kneeling; stooping; bending; squatting; close vision; speaking; hearing; use of hands to write, type and use telephone.

Environmental Demands:

Outside: Seldom, if never, works outside in a variety of weather conditions ranging from snow to +100° F.

Inside: Almost always works indoors in temperature-controlled environment.

Fumes/Gases: Exposure to various colognes/perfumes and fumes/dust from printing cartridges.

Noise/Vibration: None.

Mental Requirements:

Reading: Reads letters, reports, memos, messages, complex financial documents, operating manuals for office equipment.

Writing: Writes reports, letters, memos, messages; fills out forms and documents.

Math: Ability to perform math calculations. Ability to apply concepts such as fractions, percentages, ratios, proportions, and basic statistics to practical situations.

Attention to Detail: High level concentration and attention to detail for extended periods of time required to produce reports, correspondence, and documents.

Repetition: Routine daily work practices, including keyboarding and operation of other office machines, filing, posting, etc.

Judgment: Ability to work independently, prioritize work and make decisions regarding correct formatting of work and implementation of same. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to work with others and formulate appropriate instructions to achieve desired goals.

Social Skills: Ability to relate cooperatively with members of the public, and Agency personnel.

Communication Skills: Ability to quickly organize and communicate thoughts orally and written. Ability to understand communications from others.

Exhibit B-5

CLASSIFICATION SPECIFICATION

Job Title: Accountant
Division: Administration

Prerequisite Qualifications

In addition to prerequisite qualifications for an Accounting Specialist III:

Baccalaureate degree in accounting or business administration, or equivalency thereof;

Two years of experience as an Accounting Specialist III;

Knowledge of advanced accounting principles;

Knowledge of governmental accounting practices;

Knowledge of Federal, State, local government and public utility policies and procedures;

General Job Description

Provides customer service backup for Account Technicians;

Processes accounts receivable and payable;

Processes customer utility billings;

Sets up new, and maintains existing, customer accounts within Agency's accounting software;

Provides information and assistance to Agency field personnel regarding customer account information;

Prepares miscellaneous documents including correspondence, purchase orders, checks, petitions, resolutions, easement descriptions, deed forms, agreements, billing and recap sheets, etc.;

Balances cash drawer;

Researches customer account and/or application problems as directed;

Prepares written reports analyzing and evaluating data, records, policies and procedures as requested by division managers and the General Manager;

Maintains, Reviews employee records relating to health insurance and retirement, and processes

statements, documents and correspondence relating thereto;

Maintains vacation and sick leave records for all Agency employees;

Processes payroll reports;

Produces and reconciles monthly consumption and revenue reports;

Maintains Agency asset/inventory records for Water and Power Divisions;

Primary liaison with independent auditor by providing the preliminary trial balance for the annual audit and financial report, and producing documents, records and generating reports as requested;

Assist with the preparation of the annual budget;

Assists with the accounting required by the Agency and North Yuba Water District;

Accounts for the expenditures of grant and loan funds, and files reimbursement requests and associated reports with grantors;

Reconciles Agency's general ledger with bank statements and subsidiary ledgers to general ledger control accounts (for example, utility billing module receivable balances with general ledger accounts receivable accounts);

Provides accounting assistance to the Finance Division Manager;

Assist the Finance Division Manager with banking relationships, investment and financing transactions;

Provides relief and assistance to other personnel in the office;

Communicates with and provides requested information to the Agency's property liability and workers compensation insurance providers.

Added: 3/23/21

EXHIBIT "C"

Employee Grievance Form

SOUTH FEATHER WATER AND POWER AGENCY
Clerical and Support Employees Unit

Employee's Name: _____ Date: _____

Statement of grievance, including specific reference to any specific MOU provision, law, policy rule, regulation and/or instruction deemed to be violated, misapplied, or misinterpreted:

Circumstances involved:

Decision rendered by the informal conference:

Specific remedy sought:

Signature: _____



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Rath Moseley, General Manager

DATE: March 23, 2023

RE: Memorandum of Understanding – MPEU
Agenda Item for 3/28/23 Board of Directors Meeting

Negotiation with the Management & Professional Employee Unit, the Memorandum of Understanding consists of updates and requesting approval.

Key Takeaways in the MOU are as follows:

- 3 Year term with wage schedule.
- Added Regulatory Compliance Manager, Operations Support Manager and Civil Engineer job classifications. Modifications to the Information Systems Manager job classification.
- Article 4.6 – Meet and Confer (job classifications)
- Article 13.4 - 5-80's administrative paid leave.
- Article 17.1 - Annual performance evaluation.
- Updated names on approval page.
- Exhibit B-2 Classification Specification (Non-Monetary Compensation)
- Exhibit "C" – Merit Matrix Model

The following action is being requested:

"I move approval of the Memorandum of Understanding for the Management & Professional Employee Unit for a 3-year term expiring December 31, 2025."

M/S:
AYES:
NO's:
ABSTAIN:

PUBLIC:

MEMORANDUM OF UNDERSTANDING

between

SOUTH FEATHER WATER AND POWER AGENCY



and

The Designated Representatives

of the

MANAGEMENT AND PROFESSIONAL EMPLOYEES UNIT

Effective: February 24, 2005

Amended: January 22, 2008

July 22, 2008

February 24, 2009

May 24, 2011

May 22, 2012 for 2013 through 2016

January 1, 2017 – December 31, 2019

January 1, 2020 – December 31, 2022

January 1, 2023 – December 31, 2025

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ARTICLE I – STATEMENT OF PURPOSE

- 1.1. The South Feather Water and Power Agency, hereinafter referred to as “Agency”, is a public agency within the meaning of Section 3501 (c) of the Government code of the State of California.
- 1.2. The Management and Professional Employees Unit, hereinafter referred to as “MPEU”, has been formally acknowledged by the Board of Directors of Agency as the recognized employee organization within the meaning of Section 3501 (b) of the Government Code of the State of California, representing certain management employees of the South Feather Water and Power Agency in all matters of employer-employee relations regarding wages, hours and other terms and conditions of employment, subject to the provisions of the Government Code of the State of California.
- 1.3. Agency’s General Manager has met and conferred in good faith with MPEU’s designated representatives regarding wages, hours and other terms and conditions of employment and the parties have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on matters within the scope of representation.

ARTICLE II - EMPLOYEE REPRESENTATION

- 2.1 The Agency recognizes the employees' rights to represent themselves or to be represented by organizations of their own choosing as set forth in chapter 10, Division IV of Title 1 of the Government Code of the State of California. To that end, the Board of Directors has appointed the General Manager (GM) to meet and confer with MPEU representatives on all matters of employer-employee relations, including but not limited to wages, hours and other terms and conditions of employment.

ARTICLE III - PREAMBLE

- 3.1 The parties acknowledge the provisions of Chapter 10 (Sections 3500 et. seq.) of Division 4 of Title 1 of the Government Code of the State of California.
- 3.2 It is the policy of Agency to comply with all laws regarding discrimination.
- 3.3 Agency is engaged in rendering public utility services to the public, and Agency and employees in the MPEU recognize their mutual obligation for the continuous provision and availability of uninterrupted services.

ARTICLE IV - RECOGNITION

- 4.1 The scope of meeting and conferring shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to salary, hours, and other terms and conditions of employment. Except, however, the scope of meeting and conferring shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.
- 4.2 The Agency recognizes the right of the **MPEU** to appoint employee representatives. The **MPEU** shall notify Agency in writing as to the name of the employee representative and of subsequent appointments. An employee appointed as a representative shall, nevertheless, be required to and shall work full time in his/her respective classification and shall not interrupt the work of other employees.
- 4.4 Agency will not interfere with, intimidate, restrain, coerce or discriminate against any employee because of membership in the **MPEU**.
- 4.5 Any employee, at his/her request, will be permitted representation by the workplace representatives referred to above or a representative of the employee's own choosing. The foregoing will apply to cases such as disciplinary actions, grievances, formal investigations, hearing. An employee may choose to represent himself/herself at his/her own discretion. However, where such engagement with management of Agency affects issues falling within the scope of bargaining for other **MPEU** members, they should be informed and a representative permitted to be present.
- 4.6 **Agency will meet and confer upon MPEU request regarding any matters concerning Agency change to an existing or proposed job classification subject to MPEU membership.**
- 4.7 Parties agree that **MPEU** members are entitled to be represented by at least two members, or all members, at bargaining and that employees involved will receive regular compensation for any bargaining that takes place during normal business hours.

ARTICLE V - SAFETY

- 5.1 The Board of Directors desires to maintain a safe place of employment for Agency employees and, to that end, employees shall make all reasonable provisions necessary for the safety of employees in the performance of their work.
- 5.2 Members of the MPEU will ensure that regular safety meetings are held to make Agency employees aware of job safety.
- 5.3 In the event of an accident resulting in serious injury or death of an Agency employee, the manager in charge of the division in which the accident occurred will ensure that an investigation of the accident is conducted immediately, and that the General Manager and the **Operations Support** Manager are notified immediately.
- 5.4 If an employee does not adhere to all Agency safety orders he/she shall be subject to disciplinary action.

ARTICLE VI - DISABILITY AND UNEMPLOYMENT

- 6.1
 - (a) Workers' Compensation: Injuries or disabilities arising out of and in the course of employment with Agency are and will continue to be within the application of the Workers' Compensation and Insurance Chapters of the State Labor Code.
 - (b) When an employee is absent by reason of injury arising out of and in the course of his/her employment with Agency that comes within the application of Workers' Compensation and Insurance chapters of the State Labor code, he/she shall be eligible for supplemental benefits for the duration of temporary disability. Such benefits shall commence with the first workday of absence immediately following the day of injury. The amount of the supplemental benefit payable for each day of absence shall be one hundred percent (100%) of an employee's basic wage rate less the sum of any payments to which he/she may be entitled under the Worker' Compensation and Insurance Chapters of the State Labor Code and benefits for unemployment compensation disability benefits provided for in the California Unemployment Insurance Code. Any supplemental benefits paid during the first week of disability shall be considered as a credit against disability compensation that may be retroactively due under the provisions of the Workers' Compensation and Insurance Chapters of the State Labor Code. Supplemental benefits are payable from and only insofar as an employee has accrued sick leave credits as provided in Article XII.

- 6.2 State Unemployment and Disability Insurance: As of October 1, 1968, all Agency employees became and will continue to be covered by the California Unemployment Insurance Code.
- 6.3 Social Security: employees are and will continue to be covered by the United States Social Security Act.

ARTICLE VII –SALARIES AND CLASSIFICATION SPECIFICATIONS

- 7.1 The Manager of Information Systems, Environmental and Safety Manager/Operations Support Manager, Regulatory Compliance Manager, Civil Engineer, and Water Treatment Superintendent (hereinafter referred to as “salaried employees”) shall be paid a salary within the range established for their respective classifications.
(Amended 2008, 2013, 2018, 2020, 2023)
- 7.2 Employees shall be paid at biweekly intervals on Fridays for a two-week payroll period ending not less than four nor more than ten days prior to the pay date, provided that if the regular pay date falls on a holiday, payment shall be made on the preceding workday.
- 7.3 Attached hereto and made a part hereof is Exhibit A, entitled "Wage/Salary Ranges for the Management and Professional Employees Unit." Also, each position’s classification specification is attached hereto and made a part hereof as Exhibit B.

ARTICLE VIII - HOURS AND OVERTIME

- 8.1 A payroll period is defined as consisting of fourteen (14) consecutive calendar days, Sunday through the second Saturday, and, except as otherwise provided herein, a basic payroll period is defined to consist of eighty (80) hours. (Amended 2008)
- 8.2 Salaried employees shall not be entitled to overtime pay, compensating time off, or other compensation or reimbursement for hours worked for Agency, no matter when said work is performed, nor how much time is required, it being expressly understood that the compensation and benefits provided to salaried employees will be the total compensation for the services and duties to be performed by them in carrying out their responsibilities. Administrative leave of five (5) days per calendar year is available to salaried employees as compensation for required overtime. The leave shall be taken during the calendar year and may not be carried over to subsequent years.

ARTICLE IX - CONTINUITY

- 9.1 Continuity is defined as total length of continuous service with the Agency. In determining the employee's continuity, his/her service will be deemed to be broken by termination of employment by reason of:
- (a) Resignation,
 - (b) Discharge for cause,
 - (c) Failure to return immediately on the expiration of a Leave of Absence or acceptance of other employment while on leave, or
 - (d) Absence without pay for two (2) days without notifying the GM or his designated representative, without a leave of absence (except for circumstances beyond the employee's control).
- 9.2 Continuity of service will not be broken when the employee is:
- (a) Absent due to industrial injury; or,
 - (b) On a leave of absence approved by the GM; or,
 - (c) Military service resulting from the activation of National Guard or Reserve unit, or call-up in the Individual Ready Reserve following discharge from regular service.

ARTICLE X - LEAVE OF ABSENCE

- 10.1 (a) Leave of absence may be granted by the GM to an employee for urgent and substantial reasons, providing satisfactory arrangements can be made to perform his/her duties without undue interference with the normal routine of work. Before a leave of absence may be granted, accumulated compensated leave and available leave afforded by the Family and Medical Act (FMLA) and the California Family Rights Act (CFRA) must be taken first.
- (b) The FMLA and the CFRA provide employees a total of up to 12 concurrent weeks of leave in a 12-month period. When taking FMLA/CFRA leave for serious personal health conditions, employees will be required to use sick leave first. If the purpose of the FMLA/CFRA leave is for any other approved purpose, employees will be required to use accrued vacation first and then accrued sick leave. FMLA/CFRA leave in excess of these accumulated compensated-leave hours will be treated as unpaid leave
- (c) If an employee has been on leave for less than six months, is unable to return to work after exhausting compensated leave and FMLA/CFRA leave, an uncompensated leave of absence will be granted for up to 30 calendar days, with the total compensated and uncompensated leave not to exceed 180 calendar days.

- 10.2 A leave of absence will commence on and include the first workday on which an employee is absent, and terminates with and includes the workday preceding the day he/she returns to work.
- 10.3 All applications for leave of absence shall be made in writing to the GM except when the employee is unable to do so. The conditions under which an employee will be restored to employment on the termination of leave of absence shall be clearly stated by the GM in conjunction with the granting of a leave of absence. Upon an employee's return to work after a leave of absence, he/she will be reinstated to his/her former position and working conditions. Nothing in this section precludes an employee on a leave of absence from being subject to layoff.
- 10.4 No sick leave, vacation, or holidays will be earned during a leave of absence.
- 10.5 If an employee fails to return immediately on the expiration of his/her leave of absence or if he/she accepts other employment while on leave, he/she will thereby forfeit the leave of absence and terminate his/her employment with the Agency.
- 10.6 In the event of the death of the mother, father, step-mother, step-father, brother, sister, step-brother, step-sister, son, daughter, step-son, step-daughter, wife, husband, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, or any relative or ward residing in the same home as the employee, a funeral leave of three (3) days with pay may be taken.

ARTICLE XI - EXPENSES

- 11.1 Whenever an employee is required to use his/her personal vehicle for the Agency's convenience, he/she will be reimbursed therefore at the maximum mileage rate allowed by the Internal Revenue Service.
- 11.2 When an employee attends a school, seminar, training, etc., approved in advance by the GM, expenses for registration, meals, lodging, travel and miscellaneous expenses shall be reimbursed upon submittal of verifying receipts.
- 11.3 Employees will be reimbursed for expenditures for tuition and books for job-related educational courses subject to the following requirements:
 - (a) Prior approval of the GM or designee must be obtained regarding the course to be taken; and,
 - (b) The course must be completed satisfactorily if it is not graded, or completed with a "C" grade or better for courses where the employee's performance is graded.
- 11.4 Employees will receive, upon January 1st, an annual allowance for work boots and outerwear of \$288.64. This amount shall be adjusted annually based on the U.S.

Department of Labor's Consumer Price Index for All Urban Consumers (West – B/C) for the year ending November. (Amended 2023, previous amount was \$250.00 beginning in 2020)

ARTICLE XII - SICK LEAVE

- 12.1 Sick leave with pay shall be accumulated by the employee at the rate of one (1) day for each calendar month worked.
- 12.2 The GM may require satisfactory evidence of sickness or disability before payment for sick leave is made.
- 12.3 If a holiday which employees are entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, he/she shall receive pay for the holiday as such, and it shall not be counted as a day of sick leave.
- 12.4 Upon an employee's voluntary separation from service the Agency will pay for one-half (½) of all accumulated sick leave. Upon discharge without fault or due to a layoff, the Agency will pay for 100% of all accumulated sick leave. In the event of death, 100% of all accumulated sick leave will be paid to the beneficiary.
- 12.5 After an employee has accumulated more than thirty (30) days of sick leave, Agency shall pay, at the employee's option, for one-half (½) of accumulated sick leave beyond said thirty (30) days, up to a maximum of twelve (12) days in any calendar year at the current rate of pay.
- 12.6 Each employee may use accrued sick leave, up to half the time accrued per calendar year, as kin care leave, to care for sick immediate family members. Kin care leave time will not accumulate from year to year. It is provided for those circumstances where the employee must take time off to care for a sick family member, regardless of the seriousness of the illness. Immediate family members covered include parents, children and spouses or domestic partners and are defined as follows:
 - (a) A "child" means a biological, adopted or foster child, a stepchild, a legal ward or a child for which an employee has accepted the duties and responsibilities of raising, such as where a grandmother raises her grandchild.
 - (b) A "parent" means a biological, foster or adoptive parent, a stepparent or a legal guardian. Mothers-in-law, fathers-in-law and grandparents are considered "parents" for purposes of this provision.

- (c) The term “spouse” is not defined in the legislation mandating kin care, but presumably applies only to an individual to whom the employee is legally married.

Employees should notify their supervisor to the extent feasible in order to avoid disruptions in work schedule as a result of use of kin care time.

ARTICLE XIII - HOLIDAYS

- 13.1 Employees will be entitled to the following holidays off with pay when they fall on a workday in the basic workweek:

New Year’s Eve	New Year's Day
Martin Luther King Jr. Day	President's Day
Memorial Day	Independence Day
Labor Day	Veteran’s Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day
Employee’s Birthday	

The Birthday Holiday may be taken on any workday approved by the GM.

- 13.2 When any of the above holidays fall on a Sunday, the Monday following will be observed as the holiday. If it falls on Saturday, the previous Friday will be observed as the holiday.
- 13.3 In addition to the holidays listed above, employees may take one day of personal necessity leave annually. They may take the personal necessity leave at their discretion, subject to prior approval by the GM. Approval may be withheld if the employee’s absence from work on the day requested significantly impairs work production or the provision of service. Unused personal necessity leave may not be accumulated for use subsequent to the year in which it is earned. Also, upon separation from Agency employment, employees will not be compensated for unused personal necessity leave.
- 13.4 Whenever a “9-80s” schedule is in effect in accordance with Article 8.3(a), holidays will be counted as a nine-hour day when they fall on a day that the employee was scheduled to work a nine-hour day. **Any employee on the 5-8’s schedule will be granted 12 additional hours of administrative paid leave. All administrative leave shall be taken within the calendar year and may not be carried over or accrued to subsequent years.**

ARTICLE XIV - VACATIONS

14.1 Employees may take vacation as it accrues (calculated at the end of the pay period), with the prior approval of the GM. Vacation accrues monthly at a rate of:

4.615 hours/pay period for 15 days vacation,
6.154 hours/pay period for 20 days vacation; and,
7.692 hours/pay period for 25 days vacation.

Accrual of vacation for all employees will be as follows:

- (a) From employment, and on each anniversary date thereafter through five (5) years of continuity, the employee will accrue fifteen (15) days vacation with pay.
- (b) After completing five (5) years of Agency employment, and on each anniversary date thereafter through twenty (20) years of continuity, the employee will accrue twenty (20) days vacation with pay.
- (c) After completing twenty (20) years of Agency employment, and on each anniversary date thereafter, the employee will accrue twenty-five (25) days vacation with pay.

14.2 Vacations may be scheduled throughout the year as time is accrued.

14.3 Vacation time may be taken on account of illness when accumulated sick leave has been exhausted, prior to taking a leave of absence.

14.4 If one of the holidays listed above occurs on a workday during the employee's vacation, he/she shall receive pay for the holiday as such, and it shall not be counted as a day of vacation.

14.5 Vacation time may be accumulated to a maximum that is equal to the amount of vacation an employee would earn over a 24-month period. Vacation allowance stops accruing when this limit is reached, and begins again when the allowance drops below the 24-month maximum. Accrual beyond the maximum may be arranged only with prior written approval of the GM. All requests shall be made 3 months in advance of the date the maximum will be achieved.

14.6 When an employee's employment with the Agency is terminated, for whatever reason, he/she will be paid for any unused vacation earned at his/her current rate of pay.

ARTICLE XV - JURY DUTY

15.1 If an employee is summoned for jury duty and is thus unable to perform his/her regular duties, he/she will be paid for the time lost at his regular rate of pay. All fees received for jury service shall be deducted from his/her regular rate of pay.

ARTICLE XVI - EMPLOYEE BENEFIT PROGRAM

- 16.1 Defined contribution retirement programs (i.e., 401a and 457 deferred compensation plans) and a defined benefit retirement program (i.e., PERS) have been established by the Agency for all employees. The PERS Plan shall be effective on the date established by PERS, subject to completion of all precedent requirements of Agency and the employees, including an election. Upon establishment of the PERS Plan, Agency shall make no further contribution to any other retirement plan. The employee's share of the PERS contract payment shall be the percentage (8% as of January 1,2017) of each employee's reportable compensation as defined in the Public Employee Retirement Law (Government Code §20636) with Agency responsible for the balance as calculated by PERS. In addition to their PERS payment, each employee may make additional contributions to available deferred compensation plans.
- 16.2 (a) Agency will provide medical insurance coverage through the State of California Public Employees Retirement System (PERS) Medical Plan. Agency will contribute to the employee's premium – including the premium for eligible dependents - an amount equal to the average of the premiums of all the PERS plans available and applicable (i.e., may be different for individual employees when PERS differentiates premiums on a zip-code basis) for a family of three or more - excluding the plan with the lowest premium and the plan with the highest premium - in any given year. (Amended 2008)
- (b) Where it is assured by an attending physician that the duration of an illness or disability will require the employee's absence from work in excess of ninety (90) calendar days, Agency will, at its expense, pay the employee's medical insurance premiums (including dependents' coverage) for a period not to exceed six (6) months after the exhaustion of an employee's accrued time off.
- 16.3 Vision and Dental insurance will be provided for each employee, his/her spouse and dependents at no cost.
- 16.4 Agency shall provide to each employee and pay the premium for a life insurance policy in the amount of \$30,000, together with a life insurance policy in the amount of \$3,000 for his/her spouse and dependents, the premium for which will be borne by the Agency.
- 16.5 (a) Agency will provide the same medical, dental and vision insurance coverage for retirees and their dependents as is provided for active employees. The contribution will be 75% of the maximum contribution for

active employees and their dependents for 2005. Contributions will increase annually thereafter by 5% (total contribution not to exceed 100%). Annual increases will be applicable on January 1st of each year consistent with the requirements of the PERS Health Plan.

- (b) Agency will provide the same medical, dental and vision insurance coverage, as is provided for active employees, for dependents of employees who died while actively employed by the Agency and were 55 years of age or older at the time of their death.
 - (c) To qualify as a retiree from the Agency for coverage in the PERS Health Plan, the employee has to meet the following criteria:
 - (1) Terminate employment with the Agency with a minimum age of 55 years.
 - (2) Notify the Agency within 120 days of his/her desire to be covered by the PERS Health Plan.
 - (3) Have 10 years minimum of employment with the Agency.
- 16.6 If an employee retires for health reasons that are also eligible for Social Security benefits, he/she will be exempt from the requirements of section 16.5 (b) 1 through 3.
- 16.7 Employees presently covered by the Agency's health insurance plan are eligible under COBRA to participate in the PERS Health Plan as retirees.
- 16.8 Employees who participate in a verifiable exercise regimen at a physical-fitness facility within Butte County will be reimbursed for their individual monthly membership expense up to a maximum of \$60 per month. A verifiable exercise regimen at a physical-fitness facility can include, Yoga, Massage Therapy, Swimming, etc.
- 16.9 State Unemployment and Disability Insurance: All Agency employees will continue to be covered by the California Unemployment Insurance Code.

ARTICLE XVII - PERFORMANCE EVALUATIONS

- 17.1 The General Manager shall conduct an annual performance review of each employee, on or about January 1 of each year. (Amended 2023)
- 17.2 Performance evaluations shall be in writing on forms provided by the Agency. Said evaluation shall provide recognition for effective performance and also identify areas that need improvement.

- 17.3 The performance evaluation shall be signed by the GM and shall be discussed with the employee.
- 17.4 Unscheduled performance evaluations may be conducted at the discretion or with the approval of the GM.

ARTICLE XVIII - MERIT SYSTEM

- 18.1 The General Manager at his discretion, may initiate a merit increase for an employee based upon his/her performance evaluation. If a merit increase is warranted, the GM shall have the prerogative to increase his/her salary within the salary range specified in Exhibit A.

ARTICLE IXX - DISCIPLINARY PROCESS

- 19.1 The General Manager may discipline an employee for just cause. The following measures are part of the disciplinary process: warning, reprimand, suspension with or without pay, dismissal, or reduction in pay.
- 19.2 Grounds for discipline:
- (a) Discourteous treatment of the public or fellow employees;
 - (b) Drinking of intoxicating beverages or use of controlled substances on the job, or arriving on the job under the influence of such controlled substances;
 - (c) Habitual absence or tardiness;
 - (d) Abuse of sick leave;
 - (e) Disorderly conduct;
 - (f) Incompetence or inefficiency;
 - (g) Being wasteful of material, property, or working time;
 - (h) Violations of any lawful or reasonable regulation;
 - (i) Insubordination, including violation of any order made or given by the GM, or willful disobedience;
 - (j) Neglect of duty;

- (k) Dishonesty;
 - (l) Misuse of Agency property;
 - (m) Conduct unbecoming of an Agency employee.
- 19.3 All acts of discipline will be accompanied by a letter of warning to the employee stating the reasons and grounds for such discipline. He/she must acknowledge receipt of the warning by signing the letter at the time of presentation (this signature signifies only receipt of the document, not necessarily agreement to the contents). He/she may, before the conclusion of seven (7) calendar days, respond in writing to the contents of the letter of warning.
- 19.4 All negative evaluations or letters of warning shall remain part of the employee's personnel file. Negative evaluations shall not be used by the General Manager in decisions to dismiss if the performance has improved.
- 19.5 Any disciplinary action which may result in suspension without pay, reduction in pay or termination shall be set forth in writing to the employee at least five (5) working days before the proposed effective date or dates. This notice shall be prepared by the GM and shall contain the following:
- (a) A description of the proposed action and its effective date or dates, and the ordinance, regulation, or rule violated;
 - (b) A statement of the acts or omissions upon which the action is based;
 - (c) A statement that a copy of the material upon which the action is based is attached or available for inspection upon request;
 - (d) A statement advising the employee of the right to request a hearing;
 - (e) A date by which time the employee must respond in writing if he wishes to contest the action, which in no case shall be fewer than four (4) working days prior to the imposition of the proposed disciplinary action.
- 19.6 All notices of proposed action shall be personally served, or if personal service is not possible, then by certified mail, return receipt requested, to the last known address of the employee.

ARTICLE XX - GRIEVANCE PROCEDURE

- 20.1 A grievance is defined as a claim or dispute arising between an employee or employees and the Agency. A grievance will include claims or disputes of

employees regarding the interpretation or application of any of the terms and conditions of the Memorandum of Understanding and/or Agency rules and policies.

- 20.2 If an employee believes he/she has a grievance, he/she shall present the evidence thereof orally to the GM, at a meeting which may be attended by a fellow **MPEU** representative, within seven (7) calendar days after he/she knew, or reasonably should have known, of the circumstances that form the basis for the grievance. The purpose of this informal meeting is to resolve any disagreements by sharing information and ensuring that all parties have a common understanding of the issue.
- 20.3 If the grievance has not been resolved during the informal meeting with the GM, the grievant may continue the grievance by presenting his/her concerns in writing within seven (7) calendar days after the meeting with the GM. The written explanation of the grievance shall include the following:
- (a) Statement of grievance, including specific reference to any specific provision of these Rules & Regulations, law, policy, rule, regulation and/or instruction deemed to be violated, misapplied, or misinterpreted;
 - (b) Circumstances involved;
 - (c) Decision rendered during the informal meeting;
 - (d) Specific remedy sought; and,
 - (e) Signature.

The GM shall communicate his decision within seven (7) calendar days after receiving the written grievance. Decisions will be in writing setting forth the decision and the reasons therefore.

- 20.4 In the event the grievant is not satisfied with the GM's written decision, or if the GM does not respond within the time limit prescribed above, the grievant may appeal in writing to the Board of Directors. The appeal to the Board shall include a copy of the written grievance delivered to the GM, a copy of the written decision by the GM (if rendered), and a clear and concise statement of the reasons for the appeal to the Board. The appeal to the Board must be delivered to the GM within fourteen (14) calendar days of the date the initial written grievance was delivered to the GM.
- 20.5 A grievance appealed to the Board of Directors will be scheduled for a closed session at the next available monthly meeting of the Board, subject to the open-meeting laws of the State of California. Notice of the meeting will be given to the grievant at least seventy-two (72) hours prior to the meeting and may be verbal. Attendance at the Board meeting by the grievant is mandatory. Absence from the

meeting by the GM shall not cancel any decision rendered by the Board. Any decision rendered by the Board shall be final and without appeal.

- 20.6 Failure by the grievant to meet any of the time limits will result in forfeiture of all demands made. However, the time limits may be extended by mutual agreement.

ARTICLE XXI – COMPENSATION

- 21.1 Compensation for salaried employees is based on a yearly salary, with a bi-weekly pay interval. The salary ranges are listed in Exhibit “A”.
- 21.2 Salaried employees are expected to work occasionally more than eight (8) hours per day or more than an 80-hour payroll period. (Amended 2008)

ARTICLE XXII - TERM

- 22.1 This MOU shall remain in full force and effect until changed by mutual agreement between Agency and MPEU in accordance with the provisions of the Government Code of the State of California.
- 22.2 MPEU may request to meet and confer with Agency for the purpose of amending or augmenting this MOU. Requests by MPEU for amendments and/or augmentations will be limited to one item annually, in addition to any request for additional compensation such as cost- or standard-of-living adjustment (COLA), bonus, etc., and shall be submitted in writing during the period of September 1 to October 1 of any year.
- 22.3 Any provision of this MOU that may be in conflict with any Federal or State law, regulation, or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict.
- 22.4 In the event any provision of this MOU is suspended or declared inoperative by reason of the operation of this section, the parties shall meet and confer within thirty (30) days to negotiate a substitute provision which will, as early as possible, reflect the intent of the suspended clause in a lawful manner.

WHEREFORE, this Memorandum of Understanding, together with the classification specifications and compensation ranges, is accepted and executed this XX Day of February 2023, effective January 1, 2020 by the following persons:

South Feather Water and Power Agency Management and Professional Employees Unit

Rath Moseley, General Manager

Jaymie Perrin, Operations Support Manager
(EH&S/Risk)

Art Martinez, Manager of Information Systems

Kyle Newkirk, Civil Engineer

John Shipman, Water Treatment Superintendent

Kristen McKillop, Regulatory Compliance Manager

EXHIBIT "A" –SALARY RANGES
Management and Professional Employees Unit

Manager of Information Systems

Year	Start	Top
2023	\$ 52.12	\$ 76.06
2024	\$ 54.07	\$ 78.91
2025	\$ 56.10	\$ 81.87

Superintendent, Water Treatment

Year	Start	Top
2023	\$ 59.09	\$ 87.94
2024	\$ 61.31	\$ 91.24
2025	\$ 63.60	\$ 94.66

Regulatory Compliance Manager

Year	Start	Top
2023	\$ 47.14	\$ 64.20
2024	\$ 48.91	\$ 66.61
2025	\$ 50.74	\$ 69.11

Civil Engineer

Year	Start	Top
2023	\$ 56.33	\$ 71.34
2024	\$ 58.44	\$ 74.02
2025	\$ 60.63	\$ 76.79

Operations Support Manager

Year	Start	Top
2023	\$ 59.14	\$ 68.54
2024	\$ 61.36	\$ 71.11
2025	\$ 63.66	\$ 73.78

EH&S Manager / Risk

Year	Start	Top
2023	\$ 49.25	\$ 65.76
2024	\$ 51.10	\$ 68.23
2025	\$ 53.01	\$ 70.78

EXHIBIT "B" – CLASSIFICATION SPECIFICATIONS Management and Professional Employees Unit

Exhibit B-1

CLASSIFICATION SPECIFICATION

Job Title: Operations Support Manager
Division: Administration

General Job Description

Under the direction of the General Manager and with minimum technical supervision:

- Oversees the water division and provide administrative assistance to operational support team;
- Responsible for staff safety and agency EH&S Compliance program;
- Collects and analyzes data; prepare reports;
- Represents the District to outside groups and organizations, participate in outside community and professional groups and committees;
- Administers projects as directed by the General Manager;

Prerequisite Qualifications

Bachelor's degree Operations Management, Business Administration, Occupational Health and Safety, or the equivalency thereof derived from relevant education and experience; and, a minimum of two years of water operations or organizational management experience.

Knowledge of, or ability to learn, policies, procedures, operation, maintenance and scheduling of Water Division.

Knowledge of, or ability to learn, regulations and requirements of federal, state and county agencies relating to the Water Division business activities.

Ability to proficiently use, or quickly learn, Microsoft Office and Springbrook Financial software, or any other office software used by the Agency.

Valid California driver license and satisfactory driving record.

Basic Work Hours: 7:30 AM to 4:00 PM, Monday through Friday (10-80 work

schedule) or (9/80) upon General Manager Approval.

Hourly Compensation: See Exhibit "A".

Essential Job Duties:

1. Task: Assists the General Manager with the development, planning and implementation of District goals and objectives; assist with the development and implementation of policies and procedures.
2. Task: Implement and manage Agency wide risk and safety programs;
3. Task: Coordinate Agency activities between departments and with outside agencies and organizations; provide staff assistance to the General Manager, Board of Directors, and other Department Managers; prepare and present staff reports and other necessary correspondence.
4. Task: Manage and implement a variety of projects; coordinate and facilitate strategic planning efforts; prepare and submit a wide variety of financial, administrative and operational reports to the General Manager.
5. Task: Develop and implement the Agency's Risk and Property Management work plan; assign work activities, projects and programs; monitor work flow; methods and procedures; develop and implement program goals, objectives, policies and procedures.
6. Task: Build and maintain positive working relationships with co-workers, other regulatory personnel and the public using principles of good customer service.
7. Task: Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary.
8. Task: Receive, research and resolve the more complex or sensitive citizen inquiries and complaints.

Qualifications:

Knowledge of:

- Principles and practices of modern and highly complex public utility administration, departments and services.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Principles and practices of effective public relations and interrelationships with the community and local, regional, State, and Federal agencies.
- Organizational and management practices as applied to the analysis and evaluation

- of programs.
- Principles and practices of budget preparation and administration.

Ability to:

- Plan, direct and control the administration and operations of assigned functions.
- Prepare and administer assigned budgets.
- Develop and implement Agency policies and procedures.
- Gain cooperation through discussion and collaboration.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Communicate clearly and concisely, both orally and in writing
 - Establish and maintain effective working relationships with those contacted in the course of work.

Responsibility to:

- Take appropriate steps to ensure the safety of personnel.

Environmental Demands:

Outside: Seasonally works outside in a variety of weather conditions ranging from 32° to +100° F. Inside: Regularly works indoors in temperature-controlled environment.

Mental Requirements:

Reading: Reads letters, reports, memos, messages, operating manuals, and financial documents. Writing: Writes reports, letters, memos, messages; fills out forms; uses word processing software.

Math: Ability to perform basic math and accounting calculations. Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

Attention to Detail: A high level of concentration and attention to detail for extended periods of time required to produce reports, correspondence, and spreadsheets.

Repetition: Routine daily work practices, including operation of office machines, filing, record keeping, etc.

Judgment: Ability to work independently, prioritize work and make decisions. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to work with others and formulate appropriate instructions to achieve desired goals.

Social Skills: Builds and maintains positive and cooperative working relationships with co-workers, regulatory personnel, vendors, and the public.

Communication Skills: Communicates pleasantly, intelligently and effectively, both orally and in written format. Required to speak clearly and hear well when communicating over the telephone and in person.

Technology Used: Electronic mail software, financial software, spreadsheet software, word processing software.

Exhibit B-2

CLASSIFICATION SPECIFICATION

Job Title: Superintendent, Treatment
Division: Water

General Job Description

Under the administrative direction of the General Manager ~~and the general direction Water Division Manager,~~ and with a minimum of supervision:

plans, directs and evaluates the maintenance and operation of water treatment plants;

administers and is responsible for the efficient daily operation of the water treatment plants

and associated valves, pumps motors, controls, including all aspects of the water treatment system;

administers and is responsible for the efficient daily operation of the treated water storage facilities;

compiles records and reports as required by county, state and federal health agencies;

supervises or is responsible for the supervision of all Water Division treatment plant staff;

evaluates and trains, or supervises the training of all Water Division treatment plant staff;

develops and enforces a safety program in coordination with the Operations Support Manager ~~Environmental Safety and Compliance Officer~~ Manager;

prepares or supervises the preparation of the payroll reports and other records and logs pertinent to the operation of the Water Division treatment facilities;

prepares, or supervises the preparation of specifications for the purchase of equipment tools, fittings, etc.;

supervises and performs a variety of duties relating to providing information requested by Agency customers and other members of the public having an interest in the Water Division's treatment plant and cross-connection program.

attends meetings of the District's Board of Directors when requested by the General Manager;

works closely with the General Manager ~~and the Water Division Manager~~ in the development of the Agency's future water treatment projects;

assists the ~~Water Division~~General Manager in the preparation of the Water Division's annual water treatment capital, maintenance and operating budgets for approval by the General Manager and Board of Directors.

attempts at all times, to build a consensus among Agency personnel, through an exchange of ideas and facts, to facilitate the successful implementation of operational changes and policy administration;

effectively works as a member of a problem-solving team to resolve, within set time schedules, a variety of operational and administrative tasks within the Water Division in support of the ~~Water Division Manager and the~~ General Manager.

Prerequisite Qualifications

Associate degree in engineering, or a related field, from a community college, or a minimum of five years experience with increasing responsibility in water treatment plant maintenance and supervision, including on-site bacteriological laboratory testing; T- 5 Water Treatment Plant Operator Certificate issued by the State of California; or, equivalent combination of education and experience.

Valid California driver license and satisfactory driving record.

Basic Work Hours: 8:00 AM to 4:30 PM, Monday through Friday.

Compensation Range: See Exhibit "A".

Non-Monetary Compensation: use of a Agency vehicle for utilization on Agency business and limited personal use, including use of said vehicle to and from place of residence to work.

Essential Job Duties:

1. Task: Reviews and prepares reports, forms, questionnaires, etc., in response to requirements of, and personally interfaces with staff of other special districts, city county, state and federal agencies.

Physical Demand: Sitting; standing; close vision; speaking; hearing; use of hands to finger, handle, or feel objects, tools or controls.

2. Task: Reviews the cross-connection prevention provisions of reports, plans, and specifications for water supply systems prepared by, and personally interfaces with consultants, engineers and/or developers.

Physical Demand: Sitting; standing; close vision; standing; speaking; hearing; use of hands to finger, handle, or feel objects, tools or controls.

3. Task: Supervises personnel in the maintenance and operation of the Agency's water treatment systems.

Physical Demand: Sitting; standing; walking over uneven ground; climbing stairs; driving vehicle; close and distance vision; speaking; hearing; use of hands to finger, handle, or feel objects, tools or controls.

4. Task: Interacts with other special districts, county, state, and federal agencies, to obtain permits, authorizations and licenses.

Physical Demand: Sitting; standing; walking; close and distance vision; speaking; hearing; driving vehicle.

5. Task: Assists Water Division Manager in preparing Water Division's annual water treatment capital, maintenance and operating budgets.

Physical Demand: Sitting; standing; close vision; speaking; hearing; use of hands to finger, handle, feel objects, tools or controls.

6. Task: Inspects equipment, pumps, motors, valves, fittings and other facilities appurtenant to treatment facilities, and determines priority of maintenance and rehabilitation projects.

Physical Demand: Sitting; standing; close and distant vision; walking over uneven ground; stooping; bending; squatting; climbing; pulling; pushing; occasionally lifting up to 25 lbs., and infrequently lifting up to 50 lbs.; driving vehicle.

7. Task: Operates treatment plants.

Physical Demand: Sitting; standing; close and distant vision; walking; stooping; bending; squatting; climbing; pulling; pushing; occasionally lifting up to 50 lbs., and infrequently lifting up to 100 lbs.; driving vehicle.

8. Task: Prepares handwritten and typewritten reports for use by management and/or the Board of Directors.

Physical Demand: Close vision; use of hands to write and finger, handle, feel objects, tools or controls.

Marginal Job Duties

1. Task: Operation of telephone, two-way radio, computer, calculator, copier, typewriter, printers, and other related office and laboratory machines and equipment, and accesses file cabinets and data storage facilities.

Physical Demand: Sitting; standing; stooping; bending; squatting; walking; occasionally lifting and carrying up to 25 lbs., and infrequently lifting and carrying up to 50 lbs.; pushing; pulling; close and distance vision; speaking; hearing; use of hands to finger, handle, feel objects, tools or controls.

Environmental Demands:

Outside: Works on occasion in a variety of weather conditions ranging from snow to +100° F.

Inside: Usually works indoors in temperature-controlled environment.

Perfumes/Gases: Exposure to various colognes/perfumes, chlorine, solvents and lab chemicals.

Noise/Vibration: Pumps, motors, and other water treatment related equipment.

Mental Requirements:

Reading: Reads complex manuals, instructions and reports for equipment and computer software and plans, details and specifications of water treatment facility construction.

Writing: Writes letters, reports, memos, messages, and fills out information forms. Needs ability to use or learn the word-processing software used by Agency.

Math: Ability to work with mathematical concepts such as algebra. Ability to quickly apply concepts such as fractions, percentages, ratios, and proportions to practical situations. Ability to use or learn the spreadsheet software used by Agency.

Attention to Detail: High level concentration and attention to detail for extended periods of time required to comprehend or produce reports and to perform laboratory tests.

Repetition: Repetitive data entry to computer system for text and spreadsheets.

Judgment: Ability to work independently, prioritize work and make decisions regarding correct formatting of work and implementation of same. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of audit instructions in mathematical or verbal form, and deal with several abstract and concrete variables. Ability to work with others and formulate appropriate instructions to achieve desired goals.

Social Skills: Ability to relate cooperatively with staff of local, state and federal agencies, members of the public, Directors, and Agency personnel on a constant and face-to-face basis.

Communication Skills: Ability to quickly organize and communicate thoughts orally, written or graphically. Ability to understand communications from others.

EXHIBIT B-3
CLASSIFICATION SPECIFICATION

Job Title: Manager of Information Systems
Division: Administration

General Job Description

Under the administrative direction of the General Manager and with a minimum of supervision:

Perform a variety of specialized, highly technical and complex computer database system or network system duties in support of specialized functions or programs.

Provide operations systems oversight to the District's network and database infrastructure, including programming, building, analyzing, diagnosing, maintaining, securing and operating various systems and applications.

Oversee implementation and maintenance of database, digital archives, and data file security features and procedures to assure the integrity and security of data resources and maintain appropriate confidentiality of sensitive information.

Develop and ensure compliance with District information technology standards for hardware, software and telecommunications.

provides support and training to clerical staff in the operation of all financial software;

provides computer hardware technical support for other network users; maintains computer network hardware and software;

supervise the Information Services Specialist, depending on that position's work assignments; provides hardware/software training for network users;

Prerequisite Qualifications

Bachelor's degree in computer science or business, or the equivalency thereof.

Knowledge of basic accounting principles.

Ability to proficiently use, or quickly learn the word-processing software used by the Agency.

Ability to proficiently use, or quickly learn the spreadsheet software used by the Agency.

Basic Work Hours: 8:00 AM to 5:00 PM, Monday through Friday.

Hourly Compensation Range: See Exhibit "A".

Non-Monetary Compensation: use of a Agency vehicle for utilization on Agency business and limited personal uses, including use of said vehicle to and from place of residence to work. [Added 2011]

Essential Job Duties:

1. Task: Assist with uploading current account data into meter readers' handheld data recorders, and download meter readings from handhelds into computer.

Physical Demand: sitting, close vision, use of hands to finger, handle or feel objects, tools or controls. Physical Demand: sitting, close vision, use of hands to finger, handle or feel objects, tools or controls.

2. Task: Provides assistance and instruction to other staff in the utilization of computer software.

Physical Demand: Sitting; standing; twisting; walking; kneeling; stooping; bending; squatting; close vision; use of hands to finger, handle, or feel objects, tools or controls; talking; listening.

3. Task: Analyzes and troubleshoots computer network and makes corrections, adjustments and repairs to software and hardware.

Physical Demand: Sitting; standing; twisting; walking; lifting, pushing, pulling and carrying (up to 25 lbs.); kneeling; stooping; bending; squatting; close vision; use of hands to finger, handle, or feel objects, tools or controls.

Marginal Job Duties:

1. Task: Assistance of and interaction with vendors, contractors, consultants, etc., in office and by telephone.

Physical Demand: Sitting; standing; walking; kneeling; stooping; bending; squatting; close vision; speaking; hearing; use of hands to write, type and use telephone.

Environmental Demands:

Outside: Seldom, if never, works outside in a variety of weather conditions ranging from snow to +100° F.

Inside: Almost always works indoors in temperature-controlled environment.

Fumes/Gases: Exposure to various colognes/perfumes and fumes/dust from printing cartridges.

Noise/Vibration: None.

Mental Requirements:

Reading: Reads letters, reports, memos, messages, complex financial documents, operating manuals for office equipment.

Writing: Writes reports, letters, memos, messages; fills out forms and documents.

Math: Ability to perform complex math and accounting calculations. Ability to apply concepts such as fractions, percentages, ratios, proportions, and statistics to practical situations.

Attention to Detail: High level concentration and attention to detail for extended periods of time required to produce reports, correspondence, and documents.

Repetition: Routine daily work practices, including keyboarding and operation of other office machines, filing, posting, etc.

Judgement: Ability to work independently, prioritize work and make decisions regarding correct formatting of work and implementation of same. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to work with others and formulate appropriate instructions to achieve desired goals.

Social Skills: Ability to relate cooperatively with members of the public, and Agency personnel.

Communication Skills: Ability to quickly organize and communicate thoughts orally and written. Ability to understand communications from others.

EXHIBIT B-4 CLASSIFICATION SPECIFICATION

Job Title: Civil Engineer

Division: Power

Supervision by the Power Division Manager, and receiving general direction from the General Manager

Perform civil engineering and project management for Agency water and power facilities, including storage reservoirs, dams, hydroelectric plants, conveyance and distribution systems, and buildings. Manage Agency's dam safety program as defined in regulatory guidelines. Develop engineering procedures, methods and standards. Provide engineering support for repair, maintenance and upgrade of Agency facilities and assets. Perform project management for capital projects, and contractor work.

Prerequisite Qualifications

Bachelor degree from an accredited college or university with course work in civil engineering, structural engineering, science or related fields. Coursework and experience preferred in civil design, structural design, engineering, operation and maintenance of hydroelectric projects, and project/construction management.

Possess California Professional Civil Engineering License, or obtain License within 18 months of hire. Possess valid California drivers license with satisfactory driving record.

Basic Work Hours: 80 hours per pay period; weekly schedule as approved by Power Division Manager.

Hourly Compensation Range: As listed in Exhibit A of the Management and Professional Employees Unit M.O.U.

Job Requirements:

Technical

- Perform engineering design, analyses and investigations for operation and maintenance of Agency storage reservoirs, dams, hydroelectric plants, conveyance structures, valves and gates, concrete structures and other facilities.
- Possess knowledge of scientific and engineering technical practices; ability to understand engineering and technical drawings; ability to learn and understand hydrological patterns, and perform water storage and flow calculations.
- Perform site assessments and develop actionable plans in response to field change conditions at Agency water storage, conveyance, and hydro-generation facilities.

- Collect data from test instruments and manual measurements, and interpret data to research root causes, and recommend solutions.
- Perform Agency-wide civil engineering duties and tasks as assigned.

Project Management

- Prepare rough order of magnitude cost estimates. Prepare specifications, work scopes, and requests for proposals for bids for design and construction of Agency projects and facilities.
- Coordinate and review the work product and approved budgets of independent consultants.
- Oversee work of environmental/biological consultants and review reports prior to filing with appropriate resource and/or regulatory agencies.
- Supervise contractors and personnel in the construction, maintenance and operation of Agency facilities.

Regulatory

- Learn Federal and State regulations as applicable to Agency projects and work assignments.
- Participate in regulatory inspections and field data collection with Agency staff and outside consultants, as defined in Federal and State guidelines.
- Research and learn regulatory compliance requirements on a continuous basis.

Communication

- Establish and maintain positive and productive working relationships with co-workers and all others contacted in the performance of assigned duties.
- Work collaboratively and proactively with staff, regulatory agency staff, interest groups, and the public to accomplish Agency goals and objectives.
- Prepare clear and concise written reports, studies, and other written materials, including requests for qualifications and proposals. Coordinate and review the work of independent consultants.

Essential Skills

- Perform all job duties in an organized and efficient manner with the ability to adjust priorities and perform multiple tasks. Monitor own work product for quality and accuracy. Follow through completion of complicated tasks, and focus on completing tasks within deadlines.
- Perform review of drawings, GIS and CAD files. Perform data entry to computer system for drawings and diagrams.
- Ability to work independently and make sound decisions regarding correct formatting and implementation of work products. Strong ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an

extensive variety of technical instructions in mathematical or diagram form, and process several abstract and concrete variables at one time. Ability to work with others and formulate appropriate recommendations to achieve desired goal.

- Ability to quickly organize and communicate thoughts orally, in writing or graphically. Strong ability to adapt communication style for a varied audience. Ability to speak clearly and hear well when communicating via voice- transmission devices and in person. Required to possess excellent listening skills, and highly skilled ability to accurately receive and process critical and complex information.
- Read complex manuals and instructions for hydro-generation equipment, and computer software and hardware.
- Read and write letters, reports, memos, messages, and fill out information forms. Required to possess excellent writing and grammar skills.
- Ability to use or quickly learn project management software, spreadsheet and word processing software, computer- aided drafting (CAD) software, geographical information system (GIS) software, email software or other computer programs used by the Agency.
- Maintain high level of concentration and attention to detail for extended periods of time required to produce reports and drawings. Ability to research and analyze issues, and provide support for management decisions.

Physical and Environmental Demands:

Physical Demand: Walking outdoors on slippery or uneven surfaces; sitting; standing; close vision; speaking; hearing; use of hands to finger, handle, or feel objects, tools or controls; writing; driving vehicle.

Outside: Work outside on occasion in a variety of weather conditions ranging from ice/snow to +100°F.

Inside: Usually work indoors in temperature-controlled environment.

Fumes/Gases: Exposure to various colognes/perfumes; fumes/dust from construction and unpaved roads.

Noise/Vibration: Exposure to the noise and vibration generated by construction equipment, hydroelectric facilities, pumps, and flowing or falling water.

Hazards: Potential physical hazards may be created from energized electrical equipment, rotating machinery, falling from heights, hydraulic systems, working around water, chemicals, and construction equipment. Required to wear and work indifferent types of PPE; occasionally required to work in dirty conditions and on steep slopes.

EXHIBIT B-5 CLASSIFICATION SPECIFICATION

Job Title: Regulatory Compliance Manager
Division: Power

Supervision by the Power Division Manager, and receiving general direction from the General Manager.

Manage and support regulatory compliance programs within the Agency as a member of the Management Team. Manage and develop systems, standards, work practices, and performance criteria to fulfill requirements of FERC, DSOD, SWRCB, and other Federal and State regulatory entities. Manage and administer Dam Safety Program within Agency.

Prerequisite Qualifications

Bachelor degree from an accredited college or university with extensive course work in the areas of resource management, business administration, engineering, construction management or closely related field. Minimum of five (5) years of increasingly responsible regulatory or technical experience in the areas of Federal, State or County regulatory compliance, FERC project re-licensing, water consumption reporting, water rights reporting, operation and maintenance of hydroelectric projects and water distribution systems, and demonstrable program/project management skills.

Valid California driver license and satisfactory driving record.

Basic Work Hours: 80 hours per pay period; weekly schedule as approved by Power Division Manager.

Hourly Compensation Range: \$47.14 - \$64.20 (to be included in the Exhibit A of the Management and Professional Employees Unit M.O.U.)

Job Requirements:

Regulatory

- Understand, interpret and apply Federal, State and local laws and codes and regulations pertaining to work assignments.
- Maintain substantial knowledge of SFWPA operations.
- Coordinate regulatory events including audits, inspections, and reporting to ensure adherence to Federal, State, and Local standards and guidelines.
- Research and analyze regulatory and compliance reporting requirements for the Agency on a continual basis. Actively monitor documentation of FERC, DSOD,

SWRCB, and other regulatory entities to interpret reporting content and time requirements.

Technical

- Perform responsible, professional, and technical duties that may be difficult and complex, as required for a water storage and conveyance system that supplies hydroelectric, irrigation, and domestic water system facilities. Read, analyze, and interpret Federal, State, and Local laws and regulations, scientific and technical literature, maps, and legal documents.
- Inspect and monitor dams for safety and compliance with FERC and DSOD guidelines. Accompany field inspectors at facility sites acting in the capacity of Dam Safety Coordinator.
- Perform a variety of technical and administrative duties related to Agency compliance with License and Permit requirements. Provide written responses, plans, and schedules in response to inspection reports, forms, and questionnaires received from regulatory entities. Personally interface with their employees and representatives. Monitor and verify the accuracy of compliance filings.
- Perform site assessments and develop actionable plans expediently in response to field change conditions at Agency water storage and conveyance facilities.
- Evaluate technical content of Dam Safety and regulatory compliance requirements, and provide work scopes to outside engineers, consultants, or Agency staff as appropriate to fulfill requirements.
- Prepare and transmit water rights reports to regulatory entities.
- Prepare reports and perform duties to ensure EAP activities, functional exercises, tabletop exercises, documents, and training sessions are complete and fulfill FERC EAP requirements, acting in the capacity of Dam Safety Coordinator and Emergency Action Plan Coordinator.

Project Management

- Perform FERC license implementation and administration tasks.
- Prepare rough order of magnitude cost estimates. Prepare specifications, work scopes, and requests for proposals for bids for design and construction of Agency projects and facilities.
- Coordinate and review the work product and approved budgets of independent consultants.
- Oversee work of environmental/biological consultants and review reports prior to filing with appropriate resource and/or regulatory agencies.
- Recruit, provide training, and supervise recreation facility personnel in the construction, maintenance and operation of campgrounds, day use areas, and other recreation facilities.
- Report on recreation facility development and oversee the work of contractors or Agency crews for facility design and construction.

Communication

- Establish and maintain effective working relationships with co-workers and all others contacted in the performance of assigned duties. Work collaboratively and proactively with staff, regulatory agency staff, interest groups, and the public to accomplish Agency compliance goals and objectives.
- Prepare written and graphical reports and documents for inclusion in Board meeting agenda. Attend Board meetings as necessary to present reports and documents, and interact directly with Board Directors and General Manager. Communicate clearly and concisely, both orally and in writing. Effectively explain projects, regulations and procedures to Agency Board and staff, consultants, contractors, developers, the general public or representatives of other public agencies.
- Function as Agency representative and liaison when interacting with resource and regulatory agencies to obtain permits, authorizations, and licenses for construction projects, reservoir dredging, and vegetation management.
- Prepare concise and understandable written reports, studies, and other written materials, including Request for Qualifications and Proposals. Coordinate and review the work of independent consultants.

Administrative and Fiscal

- Attend and represent the Agency at various committee/board and other governmental meetings; serve on various committees and task forces
- Prepare and review complex analyses; provide recommendations on compliance methods and approaches, and assist in resolving problem issues associated with compliance reporting. Establish processes and procedures to enable more efficient and accurate future reporting requirements; prepare reports for internal and external use.
- Pursue or develop legislative and funding opportunities to benefit Agency programs, facilities, or finances. Review and analyze a variety of data, reports, and funding opportunities and make sound policy and procedural recommendations.
- Participate in the development of annual Agency budget and capital improvement project plans. Assist with planning, establishing goals, and budgeting for assigned departments, including recommending and implementing improvements and cost-saving measures.
- Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities.

Essential Skills

- Perform all job duties in an organized and efficient manner with the ability to adjust priorities and perform multiple tasks. Monitor own work product for quality and accuracy. Follow through completion of complicated tasks and focus on completing tasks on deadlines.
- Ability to work independently and make decisions regarding correct formatting of work and implementation of same. Strong ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and process several abstract and concrete variables at one time. Ability to work with others and formulate appropriate recommendations to achieve desired goal.
- Ability to quickly organize and communicate thoughts orally, in writing or graphically. Strong ability to adapt communication style for a varied audience. Required to speak clearly and hear well when communicating via voice-transmission devices and in person. Required to possess excellent listening skills, and highly skilled ability to accurately receive and process critical and complex information.
- Read complex manuals and instructions for computer software and hardware, letters, reports, memos and messages.
- Write letters, reports, memos, messages, and fill out information forms. Required to possess excellent writing and grammar skills.
- Ability to use or quickly learn project management software, spreadsheet and word processing software, geographical information system (GIS) software, computer-aided drafting (CAD) software, email software or other computer programs used by the Agency.
- Maintain high level of concentration and attention to detail for extended periods of time required to produce reports and drawings. Ability to research and analyze issues, and provide support for management decisions.
- Knowledge of scientific and engineering technical practices; ability to understand engineering and technical drawings; ability to understand hydrological practices, and perform storage and flow calculations.
- Perform repetitive review of drawings, GIS and CAD files. Perform data entry to computer system for drawings and diagrams.

Physical and Environmental Demands:

Physical Demand: Walking outdoors on slippery or uneven surfaces; sitting; standing; close vision; speaking; hearing; use of hands to finger, handle, or feel objects, tools or controls; writing; driving vehicle.

Outside: Work outside on occasion in a variety of weather conditions ranging from ice/snow to +100°F.

Inside: Usually work indoors in temperature-controlled environment.

Fumes/Gases: Exposure to various colognes/perfumes; fumes/dust from construction and unpaved roads; fumes/dust from printing cartridges.

Noise/Vibration: Exposure to the noise and vibration generated by construction equipment, hydroelectric facilities, pumps, and flowing or falling water.

Hazards: Potential physical hazards may be created from energized equipment, rotating machinery, falling from heights, working around water, chemicals, and construction equipment. Required to wear and work in different types of PPE; occasionally required to work in dirty conditions and on steep slopes.

Exhibit C

Merit Matrix Model - Annual Review

MPEU 2023-2025 MOU

	Merit Wage Increase Percentage
Outstanding	4.0%
Exceeds	3.0%
Good	2.0%
Partially Meets	0%
Needs Improvement	0%

Note: Salaries are not to exceed the maximum of their pay ranges as defined in Exhibit A.



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Cheri Richter, Finance Manager

DATE: March 23, 2023

**RE: General Information (regarding matters not scheduled on the agenda)
3/28/23 Board of Directors Meeting**

Form 700

This is a friendly reminder that your completed Statement of Economic Interests forms (Form 700) need to be returned to me by April 1, 2023. A fillable version of the form is also available on the FPPC website, <http://www.fppc.ca.gov>. Thank you all for your assistance and cooperation in this endeavor!

Audit Fieldwork

We are now in what is considered the final fieldwork stage of the audit. Thank you all who have given your time and efforts in providing documents requested from the Finance Staff...and thanks in advance for the requests that are still to come...we are getting there, slowly but surely!

ACWA/JPIA Insurance Refund Notification

The JPIA has a process where at the beginning of each policy year a Deposit Premium invoice (based on actuarial projected losses) is billed to each member. After five (5) years, the JPIA recalculates the expected costs and retroactively adjusts the premiums collected for each member – Retrospective Premium Adjustment (RPA). Over the past several years, SFWPA has received these premium refunds with an average of \$121,264.88 over the past five years – and a total of \$125,557.95 for 2022 between JFOF & General Fund. Recently we received an email from Andy Sells, ACWA/JPIA CEO, stating that, due to significant wildfire losses and some large liability claims, this year's RPA refunds will be very limited. Please note that we budgeted \$80,000 in JFOF and \$50,000 in General Fund for the RPA refund. **IF** we receive a refund this year, it will likely be significantly lower than the budgeted amounts.

Safekeeping

In light of the recent Silicon Valley Bank and Signature Bank failures, I thought it important to mention that Katy Blakemore, Tri Counties Bank Vice President/Treasury Management Officer called to assure us that our funds are safe. On this note, in one of her roles as consultant to the Agency, Tracey Hause has reached out to our brokerage firms and verified that our CD's and Securities are held in safekeeping by third party trustees. In addition, all other bank deposits over \$250,000 are sufficiently collateralized.

South Feather Water and Power Agency
Joint Facilities Operating Fund Financial Report
March 28, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020 ACTUAL</u>	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 ESTIMATED</u>	<u>2023 ACTUAL 2/28/2023</u>	<u>% of Budget</u>
REVENUE:								
41150	Sale of Electricity	10,640,356	17,375,993	17,722,913	18,500,000	18,500,000	4,474,259	24%
41502	Water Sales	0	5,600,000	37,500	2,520,000	2,520,000	2,341,800	0%
42306	Current Service Charges	12,131	54,207	16,588	17,500	17,500	15,711	90%
42331	Concession Income	0	0	0	0	0	0	0%
49250	Interest Income	427,042	(21,957)	0	10,000	10,000	0	0%
49321	State of CA, DWR	0	0	0	0	0	0	0%
49405	Insurance Reimbursement	80,452	67,865	80,181	80,000	80,000	0	0%
49521	JFOF FEMA	443,135	108,611	3,276	0	0	0	0%
49522	JFOF CalOES	114,763	58,876	0	0	0	0	0%
49929	Miscellaneous Income	0	2,700	1,000	1,000	1,000	0	0%
	Total Revenue	11,717,879	23,246,295	17,861,458	21,128,500	21,128,500	6,831,770	32%
OPERATING EXPENSES:								
JFOF Administration, 7-60								
	Salaries & Benefits	1,153,138	855,957	778,800	1,348,762	1,348,762	112,222	8%
	Supplies	2,810	3,671	4,072	7,709	7,709	682	9%
	Services	344,280	385,413	372,359	492,421	492,421	134,057	27%
	Utilities	37,989	39,240	42,327	37,060	37,060	6,229	17%
	Fuel, Oil, Auto	498	25	0	3,209	3,209	0	0%
	Training/Dues	15,180	13,012	12,669	15,385	15,385	0	0%
	JFOF Administration, 7-60	1,553,895	1,297,318	1,210,225	1,904,546	1,904,546	253,191	13%
Risk Management, 7-62								
	Salaries & Benefits	97,456	84,945	87,656	133,805	133,805	15,065	11%
	Supplies	3,608	3,622	5,544	26,671	26,671	878	3%
	Services	196,865	227,986	175,846	147,540	147,540	0	0%
	Training/Dues	3,672	1,929	169	200	200	0	0%
	JFOF Environ Health & Safety, 7-62	301,601	318,482	269,214	308,216	308,216	15,943	5%
Power Plant Operations, 7-63								
	Salaries & Benefits	2,735,948	2,042,608	2,199,083	4,043,175	4,043,175	430,706	11%
	Supplies	36,001	56,184	98,709	145,720	145,720	20,324	14%
	Services	215,838	187,893	132,109	315,580	315,580	14,275	5%
	Utilities	76,375	49,115	47,946	56,240	56,240	33,781	60%
	Fuel, Oil, Auto			0	95,478	95,478		
	Training/Dues	315	458	4,884	28,375	28,375	0	0%
	JFOF Power Plant Operations, 7-63	3,064,477	2,336,258	2,482,731	4,684,568	4,684,568	499,086	11%

South Feather Water and Power Agency
 Joint Facilities Operating Fund Financial Report
 March 28, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020</u> <u>ACTUAL</u>	<u>2021</u> <u>ACTUAL</u>	<u>2022</u> <u>ACTUAL</u>	<u>2023</u> <u>BUDGET</u>	<u>2023</u> <u>ESTIMATED</u>	<u>2023</u> <u>ACTUAL</u> <u>2/28/2023</u>	<u>% of</u> <u>Budget</u>
OPERATING EXPENSES (CON'T)								
Water Collection, 7-64								
	Salaries & Benefits	622,346	568,672	581,547	703,997	703,997	67,641	10%
	Supplies	42,009	47,502	62,511	74,511	74,511	10,023	13%
	Services	686,098	470,214	562,750	570,530	570,530	28,860	5%
	Utilities	10,183	7,995	5,682	0	0	0	0%
	Fuel, Oil, Auto	63	0	296	4,520	4,520	0	0%
	Training/Dues	73	0	30	0	0	0	0%
JFOF Water Collection, 7-64		1,360,772	1,094,383	1,212,816	1,353,558	1,353,558	106,525	8%
Campgrounds, 7-65								
	Salaries & Benefits	52,532	4,385	23,189	127,449	127,449	0	0%
	Supplies	978	0	1,227	10,790	10,790	0	0%
	Services	7,277	2,567	9,713	59,500	59,500	0	0%
	Utilities	7,633	2,300	7,846	7,850	7,850	0	0%
	Fuel, Oil, Auto	0	0	0	0	0	0	0%
	Training/Dues	0	0	0	0	0	0	0%
JFOF Campgrounds, 7-65		68,420	9,252	41,975	205,589	205,589	0	0%
JFOF Plant & Shop, 7-66								
	Salaries & Benefits	451,378	560,831	391,794	432,064	432,064	71,269	16%
	Supplies	17,291	15,535	44,413	37,396	37,396	4,066	11%
	Services	13,308	25,410	20,949	24,505	24,505	1,832	7%
	Utilities	71,752	85,188	80,128	71,735	71,735	23,278	32%
	Fuel, Oil, Auto	56,431	116,402	116,712	4,774	4,774	34,291	718%
	Training/Dues	0	0	4,785	2,500	2,500	0	0%
JFOF Plant & Shop, 7-66		610,160	803,366	658,781	572,974	572,974	134,736	24%
Regulatory Compliance, 7-67								
	Salaries & Benefits	181,105	142,965	179,336	401,425	401,425	28,310	7%
	Supplies	3,058	3,061	872	38,233	38,233	266	1%
	Services	117,517	128,235	388,136	655,350	655,350	47,016	7%
	Utilities	0	0	685	610	610	100	0%
	Training/Dues	199	99	1,980	2,001	2,001	99	5%
JFOF Regulatory Compliance, 7-67		301,879	274,360	571,007	1,097,619	1,097,619	75,791	7%

South Feather Water and Power Agency
 Joint Facilities Operating Fund Financial Report
 March 28, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	2020 <u>ACTUAL</u>	2021 <u>ACTUAL</u>	2022 <u>ACTUAL</u>	2023 <u>BUDGET</u>	2023 <u>ESTIMATED</u>	2023 <u>ACTUAL</u> <u>2/28/2023</u>	% of <u>Budget</u>
OPERATING EXPENSES (CON'T)								
Communications & IT, 7-68								
	Salaries & Benefits	137,936	313,836	180,292	255,350	255,350	29,520	12%
	Supplies	10,400	35,838	40,934	74,789	74,789	11,337	15%
	Services	44,465	31,656	65,007	65,571	65,571	11,164	17%
	Utilities	1,936	3,455	10,911	11,250	11,250	2,269	20%
	Fuel, Oil, Auto			0	4,774	4,774		
	Training/Dues	1,729	2,292	3,573	1,025	1,025	0	0%
JFOF Communications & IT, 7-68		196,466	387,077	300,717	412,759	412,759	54,290	13%
	TOTAL OPERATING EXPENSES	7,457,670	6,520,496	6,747,468	10,539,829	10,539,829	1,139,561	11%
SUB-TOTAL, REVENUES OVER OPER EXP		4,260,209	16,725,799	11,113,991	10,588,671	10,588,671	5,692,209	
Other Non-Operating Expenses:								
	North Yuba Water District	(709,000)	(709,000)	(709,000)	(709,000)	(709,000)	(177,250)	25%
	Interest Expense	(1,476,613)	(1,547,584)	(4,304,278)	0	0	0	0%
	Pension Expense	(308,393)	(254,956)	(99,804)	0	0	0	0%
	Captial Outlay							
2010-0828	LCD Crest Modification		51,245	16,307				
2018-0944	JFOF PP-KPH TSV 2019		2,130	0				
2019-0960	KPH Septic System Repair / Replacement		0	77,365				
2020-0970	CO-CAISO meter installation		54,924	4,857				
2021-0971	CO-SCADA upgrade		167,109	(261)				
2021-0972	FPH New Sump Oil Skimmer (Abanaki model SM8C02-F)		7,316					
2021-0973	Vehicle replacement-F350 utility worker truck w/utility bed,		53,728					
2021-0974	WC-South Fork Div Dam Safety Buoys and Log Booms		8,949					
2021-0975	CO-SCADA master install		30,249	0				
2021-0976	PP-FPH Guide Bearing Oil Coolers		65,986					
2021-0977	JS-Truck Replacement for Comm Tech, replace T-101, 2004 F		38,855					
2021-0978	WC-STA 8 Bridge Deck Replacement		8,538					
2021-0979	CO-Backup generator, pad and appurtenances		31,256					
2021-0980	PP-Forbestown Div Dam SF-17 Access. Repl Stairs, Bridge, Tr		8,336					
2021-0981	CO-Generator Building at Sunset Hill Main Comm Site		12,302					
2021-0982	JS-Concrete aprons and approach, welding shop and hazmat		7,184	1,859				
2021-0983	JS-Truck Replacement for Roving Operator, replace 2005 Che		0	34,672				
2022-0984	WC-1 ton diesel truck, standard cab, single rear wheel			81,006				
2022-0985	Boom Truck with basket			227,436				

South Feather Water and Power Agency
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Capital Outlay (con't)								
2022-0986	SCADA Historian server			12,935	15,000	15,000		0%
2022-0987	DAC 2 Rack Server for Scada System			27,458			27,360	
2022-0988	Shop Press			7,240				
2022-0989	Welding Shop Cabinets			35,003				
2022-0990	Dump truck- 2014 Peterbilt			134,368				
2022-0991	FPH TSV Seal Kit			71,106				
2022-0992	Storage System (SAN) replacement			23,289				
2022-0993	(3) Data Loggers: Black Rock and Kenzie Ravine. HS22+ with GOES Transmitter			19,103				
2022-0994	Security Cameras for Front Gates and Transformers, WPH, FPH, KPH			11,450				
2022-0995	Mini Excavator			68,754				
2022-0996	Bobcat Skid Steer with Power Broom Attachment			50,753				
2022-0997	Pewag Loader and Grader Snow Chains (3 Sets)			18,186				
2022-0998	GPS Equipment			10,368				
2022-0999	Truck Replace for Roving Operator, replace 2007 Chevy, T-112 - Broken Frame			0				
2022-0601	Phone system upgrade, 2022			13,488				
2022-0602	Replace SF10 Walkway, SCDD			1,731				
2022-0603	MRC Panel 300 Access Road Repair			202,801				
2023-0608	FPH Cooling Water Strainer System, engineering and design proposed			0	63,000	63,000	31,444	50%
2023-63b / Capital	FPH Repaint Generator Housing			0	150,000	150,000		0%
2023-63c / Capital	WPH Repaint Generator Housing and TWD System			0	130,000	130,000		0%
2023-64c / Capital	WC-LGV Res penstock drain valve replacement				60,000	60,000		0%
2023-64d / Capital	Bangor Canal at SF 25 Shotcrete				15,000	15,000		0%
2021-64o / 2023 64f	WC-RTU Water Logger HS522+ GOES Xmitter Forbestown Ditch				7,500	7,500		0%
2023-63g / Capital	FPH Oil Level Device Upgrade				18,000	18,000		0%
2023-63h / Capital	WPH Oil Level Device Upgrade				18,000	18,000		0%
2023-63i / Capital	KPH Sump Pump and motor				14,000	14,000		0%
2023-64a / Capital	MRC repair, panel 210, 50'				160,000	160,000		0%
2023-0605	MRC Bin Wall Materials				100,000	100,000		0%
2023-66d / Capital	Welding Shop 3-Ph Propane Generator				45,000	45,000		0%
2022-68e / Capital	WPH PSV Valve Trip System				30,000	30,000		0%
2023-63e / Capital	FPH Tailrace Underwater Concrete Repair				50,000	50,000		0%

South Feather Water and Power Agency
 Joint Facilities Operating Fund Financial Report
 March 28, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020 ACTUAL</u>	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 ESTIMATED</u>	<u>2023 ACTUAL 2/28/2023</u>	<u>% of Budget</u>
2023-63f / Capital	FPH Penstock Recoat 60 Feet				45,000	45,000		0%
2023-63l / Capital	FPH Gen and Exciter House Ozone Scrubber				7,500	7,500		0%
2023-64n / Capital	Rock Drills, Bits, and Hydraulic Splitter				27,500	27,500		0%
2023-64q / Capital	2 Water Quality Meter for the New Aquatics Monitoring Plan, Part 2.2.5.2.				30,000	30,000		0%
2023-64s / Capital	MRC Vertical Wall Replacement Program: (158 Panels/Year for Five Yrs)				557,000	557,000		0%
2023-66a / Capital	F150 Extra Cab with camper shell- replace T97- elect tech truck				65,000	65,000		0%
2023-66b / Capital	PDHQ 41KW Propane Generator with 200 amp XFER Switch				50,000	50,000		0%
2023-66c / Capital	CMMS Software System				50,000	50,000		0%
2023-66f / Capital	Backhoe. Existing Unit will Tier Out.				0	0		0%
2023-0609	Water Wagon- Fire suppression. Towable 1000 Gallon with Pump and Sprayer.				15,000	15,000	10,826	72%
2023-0610	Equipment Pole Barn fpr Vehicles - Lower Yard				125,000	125,000	8,386	7%
2023-66k / Capital	Toolbox and tooling. Jobox to Fly In/Out of Powerhouses				15,000	15,000		0%
2023-0606	Tool Trailer. Exist is old, Overloaded, Bent Axles.				60,000	60,000		0%

South Feather Water and Power Agency
 Joint Facilities Operating Fund Financial Report
 March 28, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	2020 <u>ACTUAL</u>	2021 <u>ACTUAL</u>	2022 <u>ACTUAL</u>	2023 <u>BUDGET</u>	2023 <u>ESTIMATED</u>	2023 <u>ACTUAL</u> 2/28/2023	% of <u>Budget</u>
2023-66m / Capital	Tire Equipment, Install, Balancer, Brake Lathe. Save cost of going to Oroville for flats, tire installs/swa				18,000	18,000		0%
2023-66n / Capital	Shop Door- Install Additional on Machine Shop				10,000	10,000		0%
2023-66p / Capital	STA 2 Parking Area Paving - Carpool, Personal Vehicles				0	0		0%
2023-0611	Crane Man Basket- Suspended (For Spillway Access)				14,000	14,000		0%
2023-0604	F350 Truck + Utility Body Mechanic Truck				80,000	80,000	79,489	99%
2023-66t / Capital	F450 Truck + Utility Body Machinist Lloyd Boyer				100,000	100,000		0%
2023-66u / Capital	F450 Truck + Utility Body Machinist Ross Cawthon				100,000	100,000		0%
2023-67s / Capital	Property acquisition - 5.37 Acre Parcel Adjacent to MRD (072-050-026)				40,000	40,000		0%
2023-68a / Capital	WPH PSV Valve Trip System				30,000	30,000		0%
2023-68b / Capital	RTU Upgrades (KPH, FPH, WPH). Exist Out of Support, 10 years old.				60,000	60,000		0%
2023-68c / Capital	RTU Upgrade SPH. Exist Out of Support, 10 years old.				20,000	20,000		0%
2023-0607	Sunset and HQ Fire Suppression Systems				12,000	12,000	10,160	85%
2023-0612	MRC Stage Transducers				6,000	6,000		0%
2023-68o / Capital	AC upgrade for comm room				10,000	10,000		0%
2023-68it3 / Capital	New Hosts				34,000	34,000		0%
2023-68it4 / Capital	Replace Backup storage				11,000	11,000		0%
2023-68it9 / Capital	Finance Software Replacement				10,000	10,000		0%
2023-68it13 / Capital	Point to Point Fiber Circuit - Increase Cost				16,800	16,800		0%
2023-68it14 / Capital	Construction Costs							
	Total Capital Outlay	(2,157,078)	(548,107)	(1,151,273)	(2,509,300)	(2,509,300)	(167,665)	7%
Transfers In:								
	Power Division Legacy Fund	0	0	0	0	0	0	0%
	Retiree Benefit Trust	1,617,546	0	0	0	0	0	0%
Transfers Out:								
	General Fund-Minimum Payment	(709,000)	(709,000)	(709,000)	(709,000)	(709,000)		0%
	General Fund-Overhead	(480,058)	(613,367)	(367,675)	(400,000)	(400,000)		0%
	Retiree Benefit Trust	0	0	0	0	0	0	0%
	Net Non-operating, Capital Outlay and Transfers	(4,222,596)	(4,382,014)	(7,341,030)	(4,327,300)	(4,327,300)	(344,915)	
	NET REVENUE OVER EXPENSES	37,613	12,343,785	3,772,961	6,261,371	6,261,371	5,347,294	
	Beginning Balance			36,838,728	32,050,695	32,050,695		

South Feather Water and Power Agency
 Joint Facilities Operating Fund Financial Report
 March 28, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020</u> <u>ACTUAL</u>	<u>2021</u> <u>ACTUAL</u>	<u>2022</u> <u>ACTUAL</u>	<u>2023</u> <u>BUDGET</u>	<u>2023</u> <u>ESTIMATED</u>	<u>2023</u> <u>ACTUAL</u> <u>2/28/2023</u>	<u>% of</u> <u>Budget</u>
	NYWD-Additional Payment			(3,269,900)	(2,000,000)	(2,000,000)		
	General Fund-Additional Payment			(3,269,900)	(2,000,000)	(2,000,000)		
	Reserve for PG&E Standby			0	0	0	0	
	Ending Balance			34,071,889	34,312,066	34,312,066	5,347,294	

NOTES: (1) Per NYWD agreement, 15% working capital reserve of \$1,416,570, and \$18,783,662 contingency reserve is required, total of \$20,200,232.
 (2) Ending 12/31/20 balance includes designated reserves of \$1,617,546 for retiree benefits.

South Feather Water and Power Agency
 General Fund Financial Report
 March 28, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020 ACTUAL</u>	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 ESTIMATED</u>	<u>2023 ACTUAL 2/28/2023</u>	<u>% of BUDGET</u>
REVENUE:								
Water Sales Rev								
	41100 Domestic Water	2,674,305	2,607,133	2,383,082	2,525,000	2,525,000	335,550	13%
	41400 Irrigation Water	263,727	282,060	285,814	260,000	260,000	20,901	8%
	41420 Water Sales, NYWD to Yuba City	195,300	199,215	207,653	200,000	200,000	0	0%
	Sub-Total Water Sales Rev	3,133,332	3,088,408	2,876,548	2,985,000	2,985,000	356,451	12%
Power Revenue								
	41305 Sly Cr Pwr Generation	1,297,452	1,816,122	1,961,433	1,822,298	1,822,298	464,869	26%
	41306 Surplus Wtr	25,164	156,026	0	50,000	50,000	0	0%
	Sub-Total Power Rev	1,322,616	1,972,148	1,961,433	1,872,298	1,872,298	464,869	25%
Water Serv Chgs								
	42301 Sundry Billing (Job Orders)	57,108	265,038	175,579	100,000	100,000	0	0%
	42321 Annexation Fees	0	26,239	37,761	0	0	0	0%
	42341 System Capacity Charges	69,801	61,082	148,319	300,000	300,000	0	0%
	Other Water Serv Charges (Current & Misc.)	29,249	54,799	43,019	25,000	25,000	10,349	41%
	Sub-Total Water Serv Chgs	156,158	407,158	404,678	425,000	425,000	10,349	2%
Non-Oper Revenue								
	49250 Interest Earnings	108,903	1,070	245,423	1,000	1,000	40,631	4063%
	49311 Property Taxes	681,269	718,188	383,319	741,600	741,600	417,661	56%
	49405 ACWA/JPIA RPA	103,294	40,381	45,377	50,000	50,000	0	0%
	49625 Back Flow Installation	9,400	5,385	5,480	5,000	5,000	1,370	27%
	49630 Back Flow Inspection	127,236	130,550	137,586	140,000	140,000	23,496	17%
	Grants	0	0	0	0	0	0	0%
	Fed/State/County Palermo Clean Water	0	0	0	500,000	500,000	0	0%
	Other Non-Oper Rev (Misc.)	31,455	2,672	255	1,000	1,000	0	0%
	Sub-Total Non-Oper Rev	1,061,557	898,246	817,440	1,438,600	1,438,600	483,158	34%
	TOTAL GENERAL FUND REVENUE	5,673,663	6,365,960	6,060,098	6,720,898	6,720,898	1,314,826	20%

South Feather Water and Power Agency
 General Fund Financial Report
 March 28, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020</u> <u>ACTUAL</u>	<u>2021</u> <u>ACTUAL</u>	<u>2022</u> <u>ACTUAL</u>	<u>2023</u> <u>BUDGET</u>	<u>2023</u> <u>ESTIMATED</u>	<u>2023</u> <u>ACTUAL</u> <u>2/28/2023</u>	<u>% of</u> <u>BUDGET</u>
OPERATING EXPENSES:								
General Administration, 1-50								
	Salaries & Benefits	785,777	423,633	701,214	860,946	860,946	96,226	11%
	Supplies	5,032	10,424	9,298	9,150	9,150	2,101	23%
	Services	121,268	129,570	93,099	107,920	107,920	45,759	42%
	Utilities	52,010	58,245	59,972	77,350	77,350	11,279	15%
	Fuel, Oil, Auto	0	0	0	4,520	4,520	0	0%
	Training/Dues	13,616	19,927	23,713	30,620	30,620	1,145	4%
General Admin, 1-50		977,703	641,800	887,297	1,090,506	1,090,506	156,509	14%
Water Source, 1-51								
	Source of Supply	16,117	14,888	16,536	17,000	17,000	0	0%
Water Source, 1-51		16,117	14,888	16,536	17,000	17,000	0	0%
Risk Management, 1-52								
	Salaries & Benefits	110,291	90,111	88,521	134,525	134,525	15,297	11%
	Supplies	9,895	3,220	5,068	5,337	5,337	465	9%
	Services	118,598	137,138	114,835	133,783	133,783	89	0%
	Utilities	910	571	596	600	600	90	15%
	Fuel, Oil, Auto	0	0	0	4,520	4,520	0	0%
	Training/Dues	169	372	249	300	300	0	0%
Environmental Health & Safety, 1-52		239,863	231,412	209,270	279,065	279,065	15,940	6%
Water Treatment, 1-53								
	Salaries & Benefits	1,427,710	1,324,450	1,476,690	2,290,077	2,290,077	242,877	11%
	Supplies	127,484	113,066	155,115	164,000	164,000	10,849	7%
	Services	59,723	32,191	53,059	83,545	83,545	27,528	33%
	Utilities	305,168	309,928	219,583	265,000	265,000	6,653	3%
	Fuel, Oil, Auto	2,510	0	0	18,077	18,077	0	0%
	Training/Dues	833	75	172	1,675	1,675	90	5%
Water Treatment, 1-53		1,923,428	1,779,710	1,904,618	2,822,374	2,822,374	287,998	10%
Transmission & Distribution, 1-54								
	Salaries & Benefits	2,387,626	1,952,583	1,932,322	2,857,078	2,857,078	329,005	12%
	Supplies	71,974	71,859	94,883	125,310	125,310	24,717	20%
	Services	26,518	25,291	7,092	28,100	28,100	241	1%
	Utilities	40,021	48,714	50,490	42,500	42,500	7,189	17%
	Fuel, Oil, Auto	0	4,402	25	144,616	144,616	0	0%
	Training/Dues	1,995	3,997	1,435	4,500	4,500	0	0%

South Feather Water and Power Agency
 General Fund Financial Report
 March 28, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	2020	2021	2022	2023	2023	2023	% of
		<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ESTIMATED</u>	<u>2/28/2023</u>	<u>BUDGET</u>
Transmission & Distribution, 1-54		2,528,134	2,106,846	2,086,247	3,202,104	3,202,104	361,152	11%
OPERATING EXPENSES (Con't)								
Customer Accounts, 1-55								
	Salaries & Benefits	806,810	758,608	912,823	1,310,772	1,310,772	122,343	9%
	Supplies	112,376	106,891	150,878	133,970	133,970	23,743	18%
	Services	59,573	81,195	63,911	64,340	64,340	14,596	23%
	Utilities	0	964	1,556	1,575	1,575	260	100%
	Training/Dues	11,776	12,903	735	1,200	1,200	0	0%
Customer Accounts, 1-55		990,535	960,561	1,129,903	1,511,857	1,511,857	160,942	11%
General Plant & Shop, 1-56								
	Salaries & Benefits	527,789	388,464	440,504	673,260	673,260	77,326	11%
	Supplies	16,376	11,380	28,507	54,400	54,400	1,287	2%
	Services	13,755	2,587	585	600	600	127	21%
	Utilities	26,908	28,357	33,300	40,475	40,475	6,075	15%
	Fuel, Oil, Auto	113,709	121,999	186,724	4,520	4,520	18,400	407%
General Plant & Shop, 1-56		698,537	552,787	689,620	773,255	773,255	103,216	13%
Sundry & Expense Credits, 1-57								
	Salaries & Benefits	27,334	29,256	26,512	30,000	30,000	660	2%
	Supplies	22,290	33,167	46,334	60,000	60,000	0	0%
	Services	235	42,430	7,714	5,000	5,000	6,832	137%
Sundry, 1-57		49,859	104,853	80,560	95,000	95,000	7,492	8%
Information Technology, 1-58								
	Salaries & Benefits	419,238	317,458	205,698	387,744	387,744	32,454	8%
	Supplies	13,622	7,630	38,259	45,730	45,730	5,543	12%
	Services	62,351	47,253	81,390	73,986	73,986	8,341	11%
	Utilities	3,045	2,479	2,355	2,650	2,650	213	8%
	Fuel, Oil, Auto	0	0	0	4,520	4,520		
	Training/Dues	1,701	6,228	175	525	525	0	0%
Information Systems, 1-58		499,957	381,048	327,877	515,155	515,155	46,551	9%
Sly Creek Power Plant, 1-61								
	Salaries & Benefits	363,028	323,779	487,905	540,089	540,089	78,072	14%
	Supplies	12,846	9,402	22,081	17,110	17,110	1,769	10%
	Services	39,758	36,821	36,699	29,312	29,312	5,247	18%
	Utilities	22,677	23,802	13,348	18,900	18,900	2,090	11%
	Auto Expense	0	39	66	0	0	0	0%

South Feather Water and Power Agency
 General Fund Financial Report
 March 28, 2023 Board Meeting

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	2020	2021	2022	2023	2023	2023	% of
		<u>ACTUAL</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ESTIMATED</u>	<u>2/28/2023</u>	<u>BUDGET</u>
Sly Creek Power Plant, 1-61		438,309	393,843	560,100	605,411	605,411	87,179	14%
	TOTAL OPERATING EXPENSES	8,362,442	7,167,748	7,892,026	10,911,726	10,911,726	1,226,978	11%
	SUB-TOTAL, REVENUES OVER OPER EXP	(2,688,779)	(801,788)	(1,831,928)	(4,190,828)	(4,190,828)	87,848	-2%
Other Non-Operating Expenses								
	Supplies & Services	3,600	3,400	3,908	3,600	3,600	0	0%
	Interest	826,793	808,521	798,765	787,026	787,026	0	0%
	Principal	600,000	615,000	635,000	655,000	655,000	0	0%
	Pension Expense	0	0	0	0	0	0	0%
Other Non-Operating Expenses:								
CAPITAL OUTLAY:								
2019-0192	TD-Distribution System Remote Monitoring		9,551	5,438			4,627	
2020-0198	Community Line, Foothill Blvd./Oro Bangor Hwy to Grange		68,058				0	
2020-0200	Oro-Bangor Hwy/BTP to Avacado		48,097	394			0	
2020-0970	SPH-CAISO meter installation		26,094	4,857			0	
2021-0204	MRTP #2 raw water pump replacement		64,907					
2021-0205	Hwy 162 / Arbol		129,559					
2021-0206	IT-MRTP SAN replacement		23,185					
2021-0207	CA-Meter reader communications		1,750	4,557			0	
2021-0208	Replace 1998 Bobcat mini excavator, E-123		0	68,635			0	
2021-0209	IT-Fiber optic and switches replacement		0	10,296			0	
2021-0210	Replace 2009 Ford F-350, T-82		0	0			0	
2021-0971	SPH-SCADA upgrade		55,638	0			1,255	

South Feather Water and Power Agency
 General Fund Financial Report
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<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020 ACTUAL</u>	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 ESTIMATED</u>	<u>2023 ACTUAL 2/28/2023</u>	<u>% of BUDGET</u>
CAPITAL OUTLAY (Con't)								
2022-0212	Vacuum, portable, towable			29,706			0	
2022-0213	Shotcrete Pinecrest (pipe)			22,304			0	
2022-0214	Streaming Current Analyzer with Organics module			21,742			0	
2022-0215	Ditchtender vehicle, 2021 Ford Ranger, T-318			42,785			0	
2022-0216	SPH station air compressor			10,997			0	
2022-0217	Meter Service Technician vehicle, 2022 Ford F250			69,682			0	
2022-0218	Storage System (SAN) replacement			32,743			0	
2022-0219	Palermo clean water 2022			72,743	500,000	500,000	5,401	1%
2022-0220	M RTP security cameras upgrade			8,138			0	
2022-0221	SPH security cameras for front gate and transformer			3,937			0	
2022-0222	Trailer for Bobcat (see 2021-0208)			28,305			0	
2022-0223	GPS Equipment			8,083			0	
2022-0224	Wood chipper			37,538			0	
2022-0225	Phone system upgrade, 2022			17,638			0	
2022-0226	M RTP raw water pump 3 replacement			0			0	
2022-0227	SPH PSV Roof Replacement and Rockfall Protection			10,925	75,000	75,000	2,495	3%
2023-53a / Capital	M RTP metal storage & work shop building				0	0		
2023-53b / Capital	Portable, towable generator for BTP/Shop				30,000	30,000		
2023-53c / Capital	Replacement truck for T177				50,000	50,000		
2023-53d / Capital	Solar field inverter replacement				0	0		
2023-53e / Capital	Filter NTU meters replacement, 4				22,000	22,000		
2023-53g / Capital	Asphalt seal coat, entire facility, 60.000 sq ft.				15,000	15,000		
2023-53h / Capital	Replacement truck for T308 (R. Liese)				80,000	80,000		
2023-53j / Capital	MGT recoating interior and hydropneumatic interior coating				0	0		
2023-53k / Capital	MGT fencing				32,000	32,000		
2022-54t / Capital	North Ditch Lincoln to Messina irrigation - Engineering Study for design				0	0		
2023-52a / Capital	Ground Penetrating Radar Equipment				25,000	25,000		
2023-54a / Capital	Distribution System Remote Monitoring, 2023				12,000	12,000		
2023-54b / Capital	Domestic - Oro Pond Service Lines and Meter Replacements				25,000	25,000		
2023-54c / Capital	Domestic - Coventry Interloop + Regulator Vault				75,000	75,000		
2023-54e / Capital	Irrigation - Dunstone line 12" (meter, manifold and valve)				20,000	20,000		
2023-0230	Irrigation - Shotcrete Pinecrest				10,000	10,000	9,414	94%
2023-54g / Capital	Irrigation - Bangor Canal Siphon -(Rocky Honcut)				10,000	10,000		
2023-54h / Capital	Domestic - Sunset View Service Line				0	0		

South Feather Water and Power Agency
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<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020 ACTUAL</u>	<u>2021 ACTUAL</u>	<u>2022 ACTUAL</u>	<u>2023 BUDGET</u>	<u>2023 ESTIMATED</u>	<u>2023 ACTUAL 2/28/2023</u>	<u>% of BUDGET</u>
2023-54i / Capital	Domestic - Miners Ranch (Chopan) Line Replacement				15,000	15,000		
2023-54j / Capital	Irrigation - South Villa Raw Water Line Replacement 500'				35,000	35,000		
2023-54k / Capital	Irrigation - Palermo Canal Beaver Grizzly Vertical Shoring				12,000	12,000		
2023-0234	Irrigation - Lower Forbestown Ditch - Old Olive Hwy 140' 8" Pipe Replacement				8,000	8,000	7	0.08%
2023-54p / Capital	Irrigation - Miller Hill Gauging Stations				12,000	12,000		
2023-54q / Capital	Irrigation - Oakvale Palermo Canal 900' Shotcrete				37,000	37,000		
2023-54r / Capital	Domestic - Oro Bangor Malengo Pipe Replacement				0	0		
2023-54s / Capital	Irrigation - Culvert Replacement Ridgeway				20,000	20,000		
2023-54t / Capital	Domestic - Chames Court, 500' 6" AC Replacement				0	0		
2023-56a / Capital	Replace 2011 Ranger 4x4 Ditchtender T-302				35,000	35,000		
2023-56b / Capital	Replace 2011 Ranger 4x4 Ditchtender T-303				35,000	35,000		
2023-56c / Capital	Replace 1990 Ford F700 diesel/flatbed dump, T-132				102,000	102,000		
2023-56d / Capital	Replace 2012 Ford F150 Supercab 3/4 ton gas T-304				35,000	35,000		
2023-56e / Capital	Replace 2002 Chevy Tahoe C-3 (originally requested for Dept 50)				0	0		
2023-58f / Capital	Replace 2 Hosts				34,000	34,000		
2023-58g / Capital	Replace Copier				0	0		
2023-58h / Capital	Plotter replacement				0	0		
2023-58l / Capital	Finance Software Replacement				10,000	10,000		
2023-61a / Capital	SPH Governor upgrade				200,000	200,000		
2023-61b / Capital	SPH Exciter upgrade				0	0		
2023-61d / Capital	SPH Bearing Cooling Water Flow Device Upgrade				20,000	20,000		
2023-61e / Capital	SPH oil flow device upgrade				20,000	20,000		
2023-61f / Capital	SPH Bitronics line-side metering xducer				8,000	8,000		
	Total Capital Outlay	307,591	426,839	511,444	1,619,000	1,619,000	23,198	1%
Transfers:								
	SFPP Jt Facil Oper Fd-Minimum Payment	709,000	709,000	709,000	709,000	709,000	0	0%
	SFPP Jt Facil Oper Fd-Additional Payment	0	0	3,269,900	2,000,000	2,000,000	0	0%
	SFPP Jt Facil Oper Fd-Overhead	480,058	613,367	367,675	400,000	400,000	0	0%
	System Capacity Fund	194,946	0	0	0	0	0	0%
	Retiree Benefit Trust Fund	1,977,001	0	0	0	0	0	0%
	Net Non-operating, Capital Outlay and Transfers	1,623,021	(531,393)	2,397,458	44,374	44,374	(23,198)	-52%

South Feather Water and Power Agency
 General Fund Financial Report
 March 28, 2023 Board Meeting

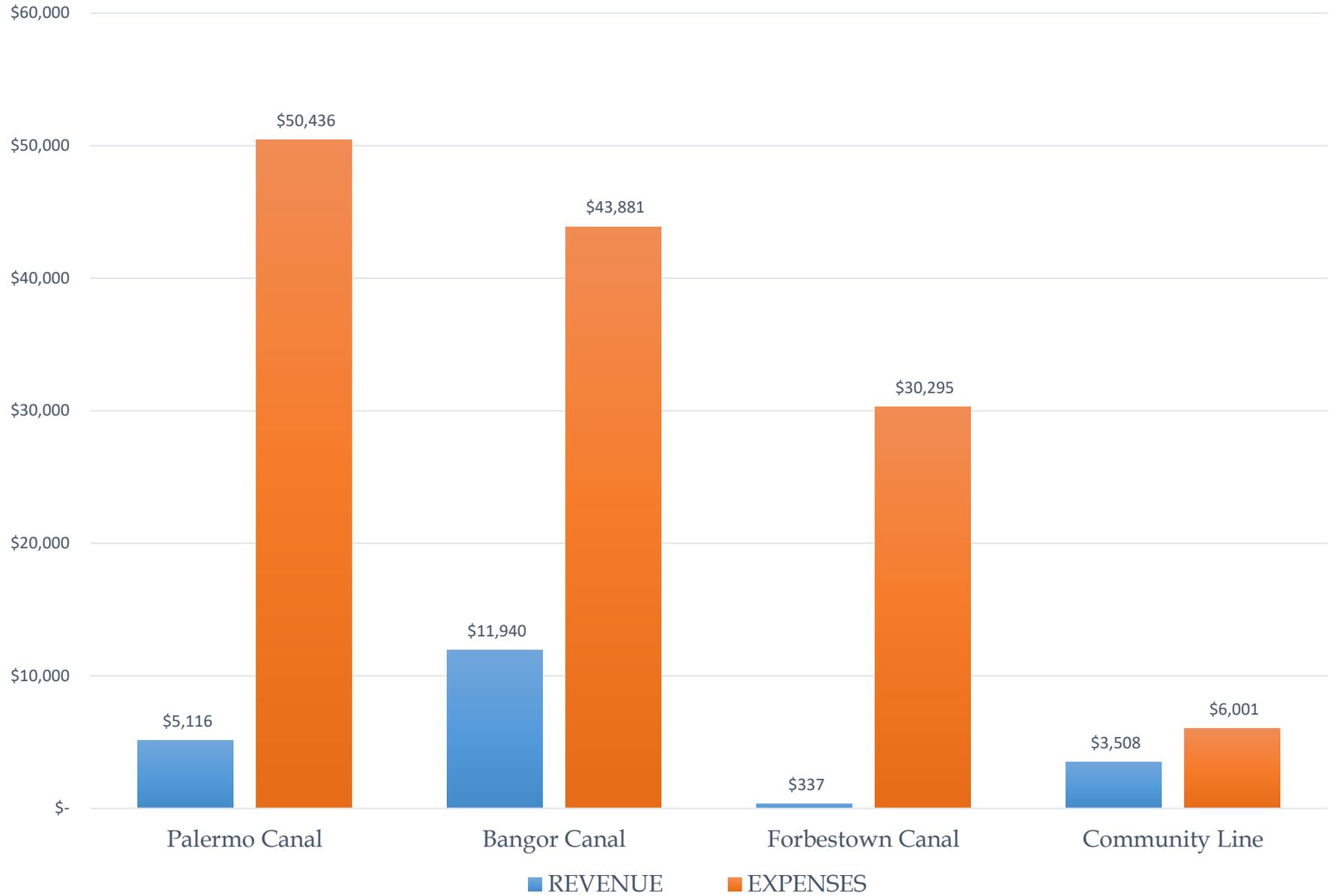
<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>2020</u> <u>ACTUAL</u>	<u>2021</u> <u>ACTUAL</u>	<u>2022</u> <u>ACTUAL</u>	<u>2023</u> <u>BUDGET</u>	<u>2023</u> <u>ESTIMATED</u>	<u>2023</u> <u>ACTUAL</u> <u>2/28/2023</u>	<u>% of</u> <u>BUDGET</u>
	NET REVENUE OVER EXPENSES	(1,065,758)	(1,333,180)	565,530	(4,146,454)	(4,146,454)	64,649	
	Beginning Balance				1,640,341	1,640,341	1,640,341	
	Ending Balance				<u>(2,506,113)</u>	<u>(2,506,113)</u>	<u>1,704,990</u>	

NOTE: Ending 12/31/20 balance includes designated reserves of \$1,977,001 for retiree benefits.

South Feather Water & Power Agency
 Irrigation Water Accounting
 Through
 February 28, 2023

<u>ACCT CODE</u>	<u>DESCRIPTION</u>	<u>REVENUE</u>	<u>EXPENSES</u>	<u>DIFFERENCE</u>
2023-0504	Palermo Canal	\$ 5,116	\$ 50,436	(\$45,320)
2023-0505	Bangor Canal	\$ 11,940	\$ 43,881	(\$31,941)
2023-0506	Forbestown Canal	\$ 337	\$ 30,295	(\$29,958)
2023-0507	Community Line	\$ 3,508	\$ 6,001	(\$2,493)
	Totals	\$ 20,901	\$ 130,613	(\$109,712)

IRRIGATION COST RECOVERY



SOUTH FEATHER WATER AND POWER AGENCY
SCHEDULE OF CASH AND INVESTMENTS
February 28, 2023

General Fund Cash and Savings Account	\$ 1,092,546
LAIF	25,986,232
CalTrust	1,371,137
Five Star Bank	1,123,349

<u>Fixed Income Portfolio</u>	<u>Rate</u>	<u>Purch Date</u>	<u>Purch Price</u>	<u>Face Value</u>	<u>Maturity</u>	<u>Market Value</u>	Estimated Annual Income
Cash						433,218	
People First Bank CD	1.350%	3/6/2020	134,000	134,000	3/6/2023	133,934	1,809
American Express Natl Bank CD	1.450%	1/31/2020	245,000	245,000	3/31/2023	244,395	3,553
JP Morgan Chase Bank CD	1.500%	4/19/2022	245,000	245,000	4/19/2023	244,013	3,675
Valley Natl Bank CD	4.450%	11/16/2022	245,000	245,000	5/18/2023	244,927	10,903
Bank of China CD	2.100%	6/15/2022	240,000	240,000	6/15/2023	238,159	5,040
BMO Harris Bk CD	2.800%	7/1/2022	245,000	245,000	7/14/2023	243,153	6,860
Luana Savings Bank CD	0.200%	8/14/2020	245,000	245,000	8/14/2023	239,823	490
John Marshall Bancorp CD	0.400%	12/31/2021	245,000	245,000	8/31/2023	239,527	980
Synchrony Bank CD	0.400%	9/30/2021	245,000	245,000	9/29/2023	238,522	980
Medallion Bank CD	0.250%	10/26/2020	135,000	135,000	10/27/2023	130,883	338
New York Community Bank CD	0.300%	11/9/2020	245,000	245,000	11/9/2023	237,263	735
Beal Bank CD	0.600%	12/20/2021	245,000	245,000	12/20/2023	236,398	1,470
Federal Home Loan Bond	0.190%	12/29/2020	249,777	250,000	12/22/2023	239,840	475
Bank OZK CD	4.500%	11/18/2022	245,000	245,000	1/18/2024	243,824	11,025
Customers Bank CD	4.800%	11/22/2022	245,000	245,000	2/23/2024	244,316	11,760
US Treasury Note	0.250%	1/18/2022	258,479	262,000	3/15/2024	249,094	655
Bankunited Bank CD	0.350%	3/15/2021	245,000	245,008	3/19/2024	233,105	858
Ally Bank CD	1.700%	3/25/2022	245,000	245,000	3/25/2024	236,445	4,165
Comenity Capital Bank CD	2.250%	4/14/2022	245,000	245,000	4/15/2024	237,403	5,513
Web Bank CD	0.400%	5/11/2021	245,000	245,000	5/17/2024	231,616	980
UBS Bank CD	0.350%	6/23/2021	245,000	245,000	6/24/2024	230,268	858
Texas Exchange Bank CD	0.500%	7/9/2021	105,000	105,000	7/9/2024	98,703	525
First Technology Credit Union CD	3.250%	8/5/2022	245,000	245,000	8/5/2024	238,846	7,963
Toyota Finl Svgs Bank CD	0.550%	8/5/2021	245,000	245,000	8/5/2024	229,805	1,348
BMW Bank CD	1.700%	3/4/2022	245,000	245,000	9/4/2024	233,137	4,165
State Bank of Dallas CD	0.700%	12/31/2021	245,000	245,000	10/1/2024	228,708	1,715

Institution for Svg in Newburyport	0.700%	10/28/2021	245,000	245,000	10/28/2024	228,017	1,715
Merrick Bank CD	0.800%	11/19/2021	245,000	245,000	11/19/2024	227,860	1,960
Live Oak Banking CD	0.850%	12/29/2021	245,000	245,000	12/30/2024	227,019	2,083
Federal Home Loan Bond	1.250%	1/28/2022	250,000	250,000	1/28/2025	232,675	3,125
Federal Home Loan Bond	1.550%	2/18/2022	249,781	250,000	2/18/2025	233,460	3,875
Federal Home Loan Bond	2.000%	12/6/2022	235,791	250,000	3/28/2025	235,013	5,000
Bank of Dells Wisconsin CD	4.400%	12/23/2022	245,000	245,000	4/23/2025	241,955	10,780
Capital One Natl Assn CD	3.100%	6/16/2022	246,000	246,000	6/16/2025	236,035	7,626
Federal Home Loan Bond	3.550%	8/18/2022	245,000	245,000	7/25/2025	236,435	8,698
Connexus Credit Union CD	3.500%	8/26/2022	245,000	245,000	8/26/2025	236,707	8,575
Austin Telco Fed CU CD	3.750%	9/21/2022	249,000	249,000	9/22/2025	241,928	9,338
Capital One Bank USA CD	0.900%	11/17/2021	245,000	245,000	11/17/2025	220,329	2,205
Washington Fed Bank CD	4.700%	12/12/2022	245,000	245,000	12/22/2025	243,672	11,515
Liberty First Credit Union	4.550%	1/17/2023	249,000	249,000	1/1/2026	246,856	11,330
Federal Home Loan Bond	0.680%	12/15/2021	243,905	250,000	2/24/2026	220,655	1,700
Eaglebank Bethesda MD CD	4.250%	2/24/2023	245,000	245,000	2/24/2026	240,935	10,413
State Bank of India CD	1.000%	6/10/2021	245,000	245,000	6/10/2026	216,970	2,450
			<u>10,195,733</u>	<u>10,220,008</u>			
Total Fixed Income Portfolio:					Market Value	10,245,842	\$ 191,220
							1.87%
TOTAL CASH & INVESTMENTS AT 2/28/2023						\$ 39,819,107	

I certify that all investment actions have been made in full compliance with Policy #470- Investments, and that South Feather Water and Power Agency will meet its expenditure obligations for the next six months.

Submitted by: Cheri Richter, Finance Manager 2/28/2023

Investment Transactions

February, 2023

\$245,000 CD purchased 2/24/2023 from Eaglebank Bethesda, 4.250%, maturing 2/24/2026 w/ 2/17/23 Sandy Springs Bank CD maturity.



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Dan Leon, Power Division Manager

DATE: March 22, 2023

RE: General Information (regarding matters not scheduled on agenda)
March 28, 2023 Board of Directors Meeting

OPERATIONS

Power Division Summary, Reservoir Storage, and Precipitation Reports for February 2023 are attached.

South Fork Div tunnel average flow was 156 CFS. Slate Creek Div tunnel was open for 14 days during the month. Little Grass Valley and Sly Creek Reservoirs combined storage was 120 kAF at month's end. The following reservoirs are currently spilling: LGV Res, SC Res, LC Res, FD Res, Ponderosa Res.

DWR Bulletin 120 observed conditions as of March 16 for accumulated WY to date precipitation is at 136% of average (North Sierra 8-Station Index), and observed snowpack is at 174% of average for April 1 (North Region).



Woodleaf Powerhouse



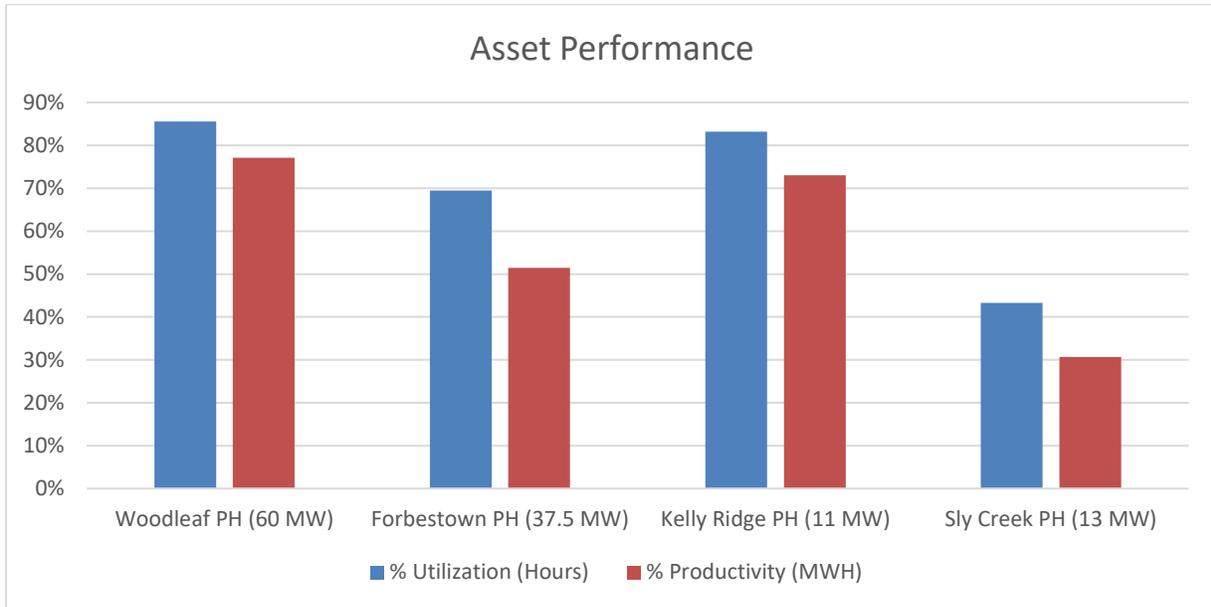
Forbestown Diversion Dam

WATER TRANSFER UPDATE

SFWPA satisfied all Refill Agreement requirements for the 2021 and 2022 Water Transfers on March 16, 2023, and the Refill Agreement was concluded on this date. Per the Refill Agreement, a written communication was transmitted to DWR stating the above.

ASSET PERFORMANCE

Asset performance and availability for February 2023 summarized in the following two tables:



Asset Availability				
a. Powerhouse	b. Capacity MW	c. Available for Generation Hrs	d. Generation Dispatched above 50% Output Hrs	e. Generation Dispatch Potential Output Hrs
Woodleaf	60.0	400	304	96
Forbestown	37.5	671	346	325
Kelly Ridge	11.0	672	518	154
Sly Creek	13.0	672	261	411

MAINTENANCE

Powerhouses

- Woodleaf Powerhouse. Status: In service, normal dispatch schedule.
- Forbestown Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage performed March 5 thru 18, 2023. Divers inspection of tailrace was performed. Maintenance completed and powerhouse restored to service.
- Sly Creek Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for October 2 thru 21, 2023.
- Kelly Ridge Powerhouse. Status: In service, normal dispatch schedule. Annual maintenance outage scheduled for November 6 thru 18, 2023.

Project Facilities and Assets

- Remove snow and debris from Power Div HQ yard, project access roads, and powerhouse roadways
- Perform snow surveys and measurements
- Check, clean grizzlies and trash rack, operate sluice at So. Fork Div. Dam
- Check, set lower level outlet valve releases at dams
- Perform repairs on project roadway ruts, culverts, gutters
- Inspect MRC, check and clean canal grizzlies
- Perform maintenance on remote station standby generators
- Clean, organize Power Div HQ HazMat storage room
- Perform vehicle fleet and equipment maintenance

REGULATORY COMPLIANCE

RFPs, Proposals

The Agency has circulated and posted on the website the RFPs for the Owners Dam Safety Program Audit (close date 4/7/23) and the Security/Vulnerability Assessments and Security Plan Updates (close date 4/17/23). Upon review of the proposals received, staff will bring recommendations on consulting teams to this Board in May for approval and notice to proceed.

DSOD Safety Inspections

Staff will continue to work with DSOD to schedule the remaining 2022 safety inspections when weather permits, hopefully prior to their June 30 deadline. Little Grass Valley Dam and Slate Creek Diversion Dam are still outstanding. Having too much snow to conduct inspections is something we have not experienced in quite some time!

PROJECT WORK

Miners Ranch Canal Work

The Miners Ranch Canal is the concrete bench flume structure that conveys water to Miners Ranch Reservoir, and is the only water source for Kelly Ridge Powerhouse and for our domestic water customers. More than 95% of the canal's 6+ mile length remains unimproved since its original construction in 1967.

Using our approved budget for this year, the Agency is requesting proposals from engineering companies in order to procure an updated design for the replacement of the Miners Ranch Canal. The most recent assessment and design documents were done in 2013, and no longer fully cover the scope of work that we intend to pursue when replacing sections of the canal. Work tasks in this Request for Proposal include:

- Review of existing design and assessment documents.
- Evaluation of current site conditions.
- Design of replacement canal sections, with consideration of alternative construction methods (i.e. precast).
- Field support and inspections during the 2023 construction.

The goal for this proposal is to receive an updated design prior to our planned canal work during the November 2023 outage, and to use the new design on planned and unplanned canal work in the years ahead.

Forbestown Powerhouse Acoustical Ceiling Replacement

The agency has hired BRAcoustical, Inc. to replace the ceiling in the operations room of Forbestown Powerhouse. The existing ceiling is original to the powerhouse and in disrepair. This also entails replacement of the original ceiling lights with new LED's to work with the new ceiling system. The new ceiling system will allow for easier and safer access to areas above the ceiling, and a quieter work environment.

PERSONNEL

No new update.

**SOUTH FEATHER WATER AND POWER
SOUTH FEATHER POWER PROJECT
2023
Reservoir and Stream Operations**

	RESERVOIR ELEVATIONS				MONTHLY AVERAGE STREAM RELEASES							
	Little Grass Valley		Sly Creek		Release to SFFR at LGV Dam		Release to SFFR at Forbestown Div.		Release at Lost Creek Dam	Release at Slate Creek Div.		
Maximum Elevation End of Month Conditions	5,046.50	Feet	3,530.00	Feet								
January	5,034.43	Feet	3,502.81	Feet	8.32	cfs	204.00	cfs	113.00	cfs	430.00	cfs
February	5,034.74	Feet	3,506.16	Feet	7.89	cfs	7.69	cfs	7.20	cfs	79.80	cfs
March	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
April	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
May	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
June	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
July	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
August	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
September	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
October	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
November	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs
December	0.00	Feet	0.00	Feet	0.00	cfs	0.00	cfs	0.00	cfs	0.00	cfs

Table A.

Powerhouse Operations

	Sly Creek	Woodleaf	Forbestown	Kelly Ridge	Energy Revenue
January	5,428.21 MWH	32,624.64 MWH	25,726.22 MWH	7,437.09 MWH	\$3,195,636.16
February	2,677.38 MWH	18,497.44 MWH	12,943.98 MWH	5,397.99 MWH	\$1,743,491.85
March	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
April	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
May	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
June	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
July	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
August	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
September	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
October	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
November	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
December	0.00 MWH	0.00 MWH	0.00 MWH	0.00 MWH	\$0.00
	<u>8,105.58 MWH</u>	<u>51,122.08 MWH</u>	<u>38,670.20 MWH</u>	<u>12,835.09 MWH</u>	<u>\$4,939,128.01</u>

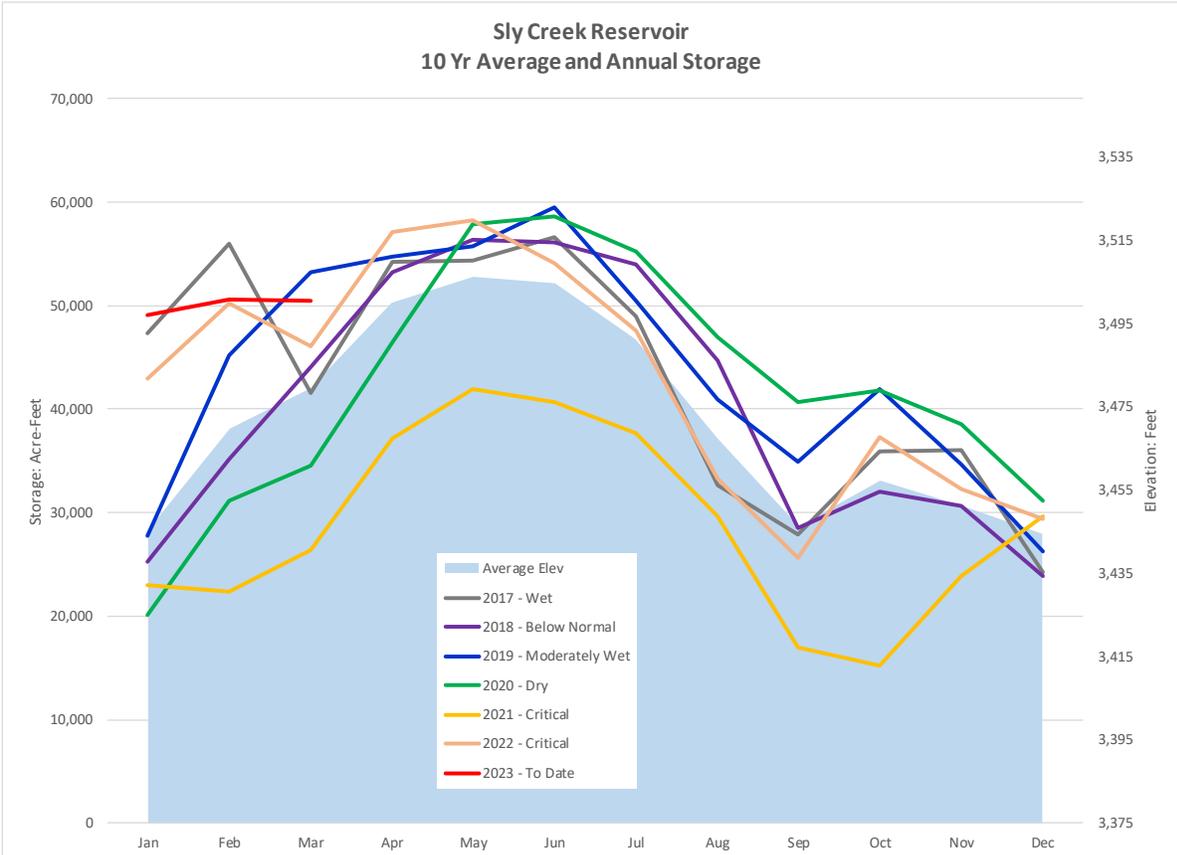
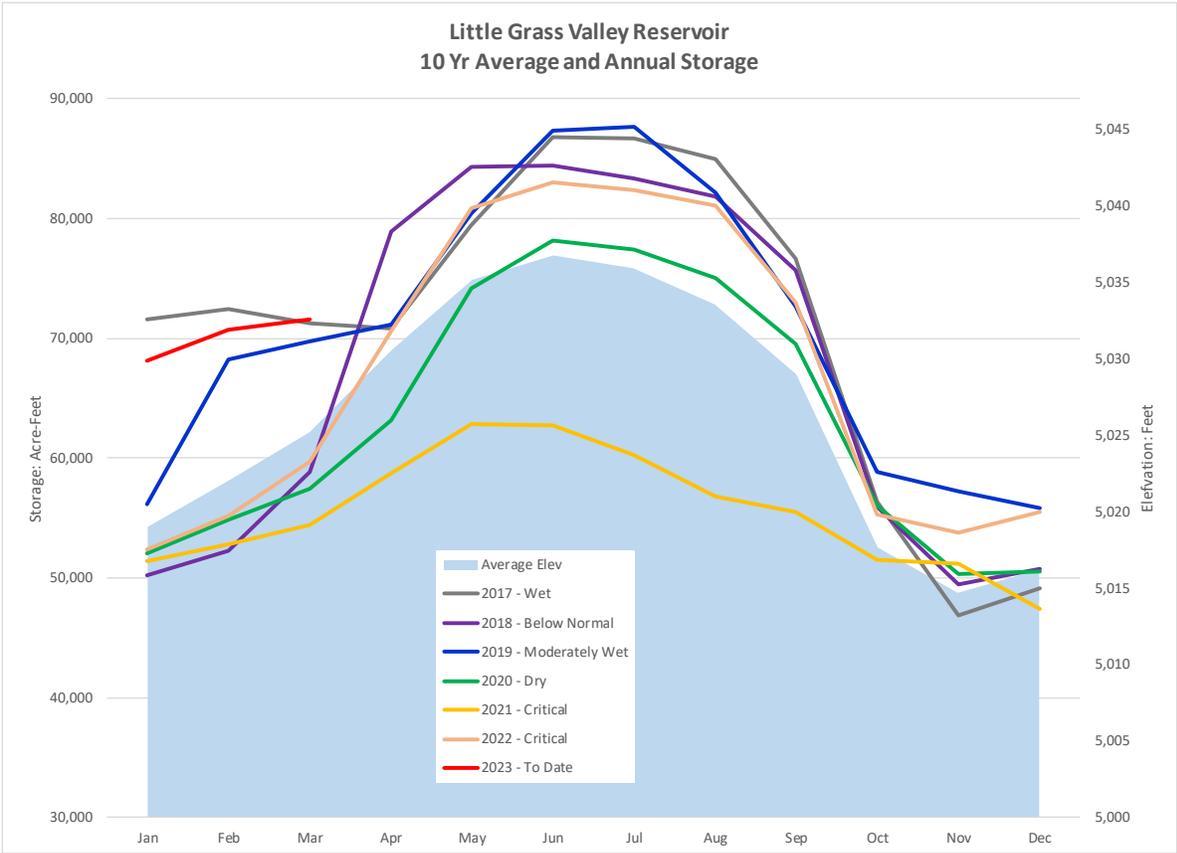


Table B.

Northern Sierra Precipitation: 8-Station Index, March 21, 2023

Percent of Average for this Date: 135%

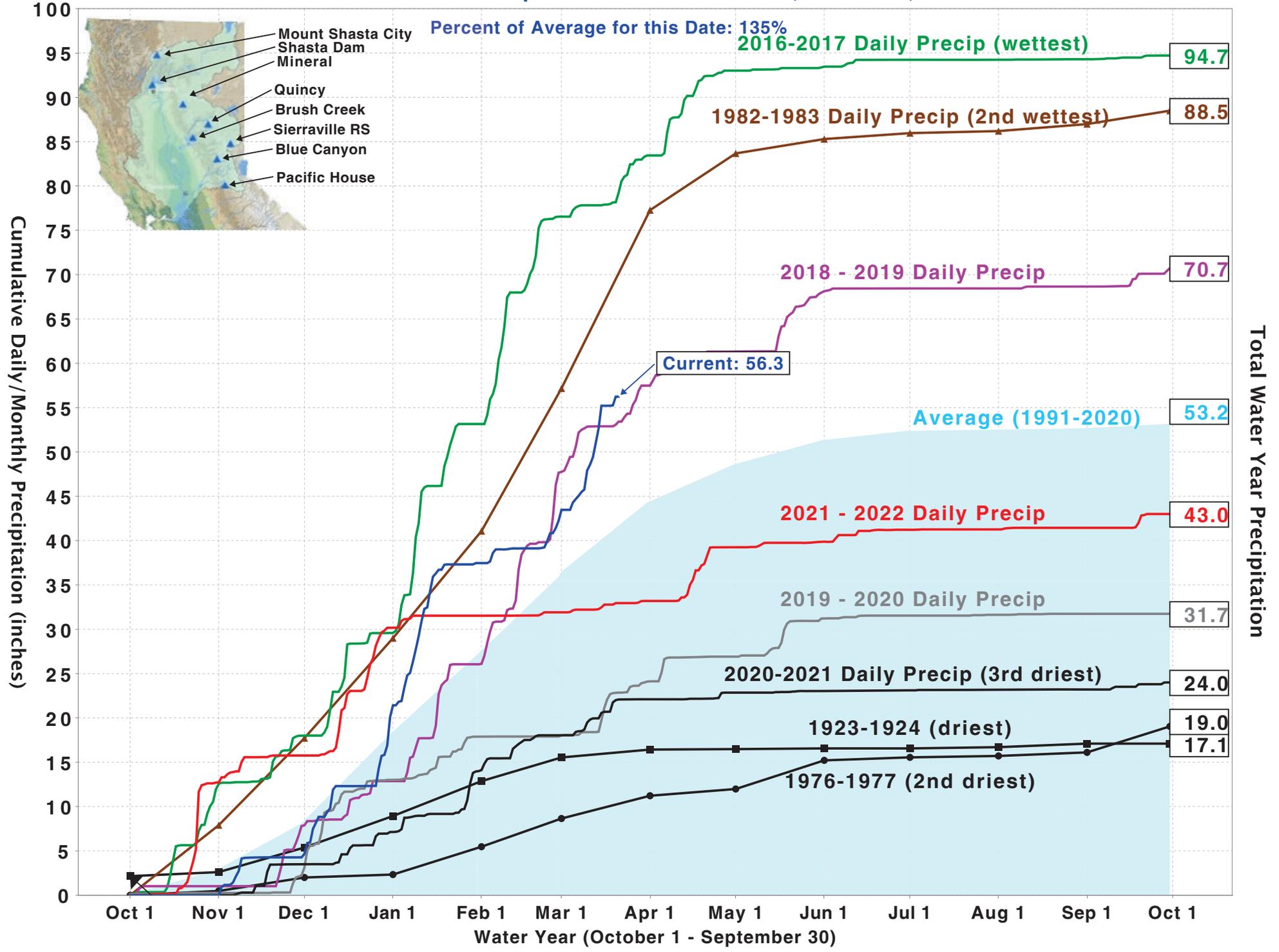


Table C.

Total Water Year Precipitation



SOUTH FEATHER WATER & POWER AGENCY

TO: Board of Directors

FROM: Rath Moseley, General Manager
Jaymie Perrin, Operations Support Manager

DATE: March 21, 2023

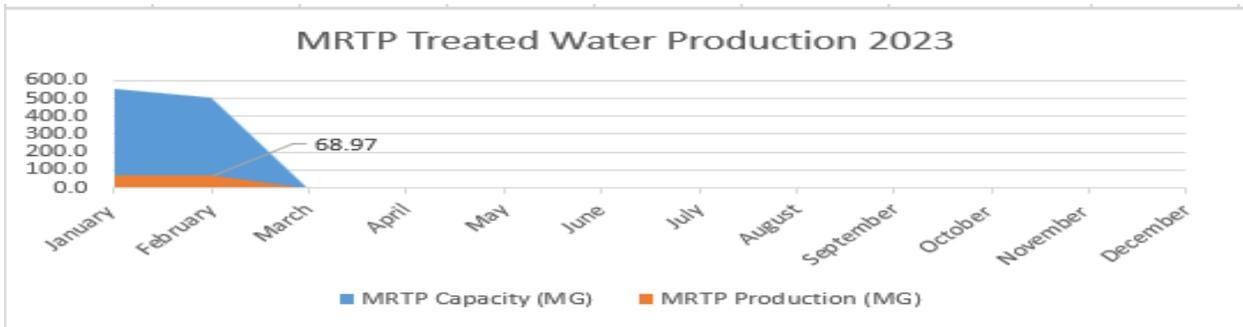
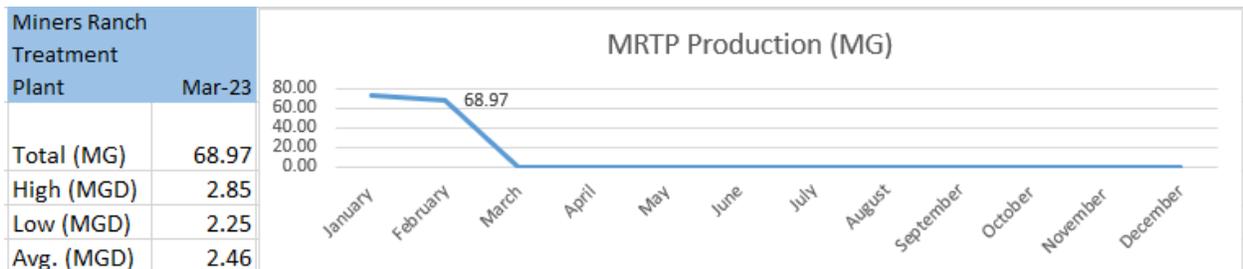
RE: General Information (regarding matters not scheduled on the agenda)
3/28/23 Board of Directors Meeting

Domestic Water Treatment Operations

The total Miners Ranch Treatment Plant (MRTP) treated water production for the month of February totaled 68.97 million gallons.

The total Bangor Treatment Plant (BTP) treated water production for the month of February totaled .321 million gallons.

The Red Hawk Ranch Pump Station raw water total flow for February totaled 222,917 gallons. +34% compared to previous month.



All bacteriological requirements were in compliance for MRTP& BTP. Miners Ranch production was 88% of average over the past 5 years. Bangor's production was 105% of average over the past 5 years.

District Wide Water Operations

High winds and storms kept the crew busy with tree removal and brush clearing throughout the month.

	Vacum Meter				Install	Meter		Brush
Mar-23	Install Service	Boxes	Ditch Maintenance	Remove Trees	Backflow	Maintenance	Flush Mainline	Removal
	South Honcut	Monte Vista Area	Lower Forbestown	Miller Hill	Myrtle	District Wide	Greenville St.	South Honcut
		Autry Lane Area	Miller Hill	Lower Forbestown	Oro Bangor			Palermo Canal
			South Honcut	Loggers				
			JORDTS	WD-8				

Irrigation Water Operations

Ditch maintenance continues as the wet weather caused some additional areas to be patrolled and cleaned. One new irrigation service was installed. Snow and precipitation has delayed shotcrete efforts on the upper Forbestown ditch and if the moisture continues, the start date for irrigation may delay beyond the April 15th target for the Forbestown ditch in order to complete shotcrete efforts. The Bangor and Palermo canals would start on April 15th as planned.

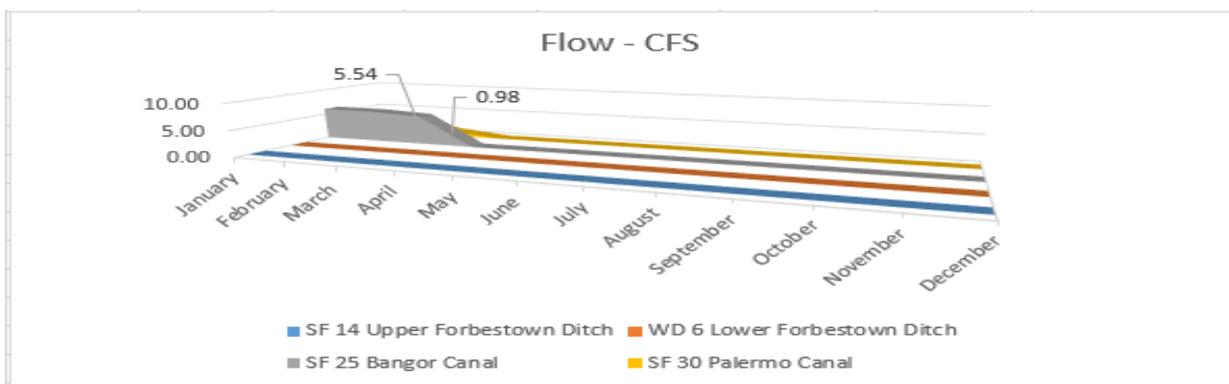
Another round of winter storms created a significant amount of clean-up efforts along the Lower Forbestown Ditch.



One of the many areas impacted by downed trees. Immediately impacts the Ditch Tenders ability to travel along the system and assess for any breaches or areas of concern.



This photo displays the amount of captured water as a result of rainfall and run-off, in addition to the impacts of the hillside when a tree collapses and exposes the root ball.



SB 998 Statistics (At time of print)

Billing cycles are based on meter reading routes

Billing Cycle	Division Impacted	Date of Service Shut-off	# of Shut-offs	Carrying Cost of Shut-offs	Remaining Services Shut-off	Carrying Cost of Remaining Accounts Shut-off
1 & 2	1,2,3,5	03/02/2023	24	\$3,459.88	10	\$3,684.50
3 & 4	2,3,4	03/07/2023	37	\$5,504.51	22	\$6,375.31
5 - 10	1,2,3,4,5	03/14/2023	41	\$7,517.62	21	\$7,890.38

Shut-off carrying costs include the additional incurred fees of the door hanger and meter lock in addition to the delinquent balance and other fees associated with the delinquent amount

In addition to the initial shut-off efforts and the high amount of services that remain shut-off, staff has revisited most of these locations to verify no tampering has occurred. Unfortunately, we have had a few accounts cut locks and/or tamper with the meter to bypass the shut-off process and attempt to restore their water service. These events are documented by field staff and additional expenses are applied to these accounts per our rules and regulations. Considering the circumstances, the team has done a fantastic job in our first full month of implementation

California Dam Safety Program – Annual Schedule of Fees

Effective July 1, 2023 the annual fees in accordance with Article 3, Chapter 1, Division 2, Title 23 of the California Code of Regulations (CCR) to cover projected costs of the California Dam Safety Program will increase 8 (eight) percent.

The Fee Schedule is as follows:

Annual Fee = Admin Fee + Dam Fee + CAS Fee, where

Admin Fee = Flat fee per dam
Dam Fee = Dam Rate x Dam Height
CAS Fee = CAS Rate x Dam Fee x Number of CAS (not to exceed two)
CAS Rate = 0.3835

$$\text{Annual Fee (CAS)} = \frac{\$1,149}{\text{Admin Fee}} + \frac{\$268 \text{ per foot of height}}{\text{Dam Fee}} + \frac{0.3835 \times \$268 \text{ per foot of height} \times 1 \text{ or } 2 \text{ CAS as applicable}}{\text{CAS Fee}}$$

The critical appurtenant structure (CAS) fee component applies to dams and spillways that meet the definition of section 335.2 of the Code of Regulations of the California Dam Safety Program.

Projected costs to SFWPA will be \$324K.

PG&E Remote Grid and Notice of Default

A site visit and analysis of remote grid feasibility is scheduled for April 4, 2023. Attendees will include SFWPA, DWR, PG&E and Box Power Inc. (micro grid solutions).

South Feather has provided single line diagrams per the "Notice of Default" communication and are awaiting a response to schedule powerhouse visits. PG&E acknowledged receipt of documentation on February 22, 2023.

Water Rights Reform Bills of Interest

This year there are a number of Bills being introduced that are viewed as an attack on the water rights system. For obvious reasons, SFWPA has a deep interest and obligation to rate payers and clean energy sector to be involved with common sense protection of water rights.

ACWA Outreach Alert communicated that the following bills threaten to undermine the basic foundation of water management and water delivery in California.

AB 460 (Bauer-Kahan) would grant the State Water Resources Control Board new and sweeping authority to issue interim relief orders against water diverters and users. Additionally, these orders could be issued without holding a hearing in which water right holders could defend their actions.

The bill would also authorize the State Water Board to enforce the orders by imposing onerous and costly requirements on water users. This could include curtailing diversions, imposing new minimum streamflow requirements, directing reservoir operations, requiring the diverter to conduct technical studies, and more.

AB 1337 (Wicks) would authorize the State Water Board to adopt wide ranging regulations and enforce them through curtailing diversions or use of water under any claim of right. The bill would not require the State Water Board to hold a hearing before issuing curtailments.

This bill would strip water right holders of their constitutional due process guarantees and create significant uncertainty for communities and industries that depend on a reliable supply of water that California's existing water rights system ensures.

SB 389 (Allen) would authorize the State Water Board to investigate and determine the scope and validity of any water right claim. In any proceeding to evaluate the basis of a water right, the water right holder would have the burden of proving the basis of the right. ACWA has serious concerns with authorizing the State Water Board to drag water right holders before the Board to prove their claims.

Minasian Law, SFWPA Counsel is tasked to follow and communicate status, activities surrounding water rights and provide guidance on actions the agency should be taking in regards to the basic water rights foundation of South Feather Water and Power.

Downtown Oroville Sponsorship

An Oroville City Council Member contacted South Feather inquiring on sponsorship for "Downtown Oroville". The Downtown Business Association is working to secure annual community partners to help invest downtown by becoming a sponsor.

There three primary topics for the Board to discuss:

- A. Is sponsorship considered a "Gift of Public Funds" which limits the ability to support?
- B. Should SF consider sponsorship since the majority of the district resides outside City Limits?
- C. Is sponsorship an interest to the Board?

Listed on the following page is the formal Sponsor letter for review.



Valued Sponsor,

Downtown Oroville needs your support. The ODBA is a non-profit organization that promotes the prosperity of the Downtown Oroville Small Business Community through an ongoing program of promotional events, marketing initiatives, and improvements to safety and beautification.

Maintaining these programs isn't easy, and we depend on sponsors like you to fulfill our mission. Your contribution towards our fundraising target of \$60,000 will help provide the resources needed to reach these goals.

We do this work to encourage the economic vitality of our Downtown and to create an environment where our community and local businesses can thrive together, a downtown we can all be proud of.

Become a Downtown sponsor at one of the sponsorship levels below, and with your support, we're confident we can make our Historic Downtown more beautiful, more successful, and safer than ever.

With warm regards,
ODBA "Downtown Oroville" Board of Directors

More About What We Do for our Downtown

Marketing: Website: <https://www.downtownoroville.com/>, Social Media: <https://www.facebook.com/downtownoroville> and <https://www.instagram.com/downtownoroville/>

Events: ODBA manages and promotes 16 - 18 events per year, including First Fridays, Small Business Saturday, Farm to Table, and the Community Christmas Tree Lighting.

Beautification: Projects include string lights along building rooftops for added safety and charm, restoration of Miner's Alley, restoration of historic light poles, added planters, hanging plants and flags to light poles, and fixed sidewalk grates.

<https://www.downtownoroville.com> • contact@downtownoroville.com • (530) 922-2599

Annual Sponsorship Levels

\$5,000 (*Exclusive website & event marketing level - Limited to 10 sponsorships annually*)

- **Website Spotlight:** Name and Logo and Link in the footer of the Downtown Oroville Website. Stating that your contribution helps support the marketing and revitalization of Downtown Oroville and contributes to the success of the small business community.
- **Booth/Table:** At two ODBA-sponsored events annually. (*not all events qualify*)
- **Banner:** Logo on the Downtown Oroville Booth event banner at ticketed events.
- **Social Media:** Name recognition on Downtown Oroville Facebook Page. (*5K followers*)
- **Present to Businesses:** Opportunity to present up to 10 minutes at a membership meeting.
- **Website Business Directory:** Name listed as a valued sponsor.
- **Monthly Email to 700 subscribers:** Highlight your business as a valued sponsor.

\$3,500

- **Banner:** Logo on the Downtown Oroville Booth event banner at ticketed events.

- **Social Media:** Name recognition on Downtown Oroville Facebook Page. (*5K followers*)
- **Present to Businesses:** Opportunity to present up to 10 minutes at a membership meeting.
- **Sponsorship List:** Name listed on the Downtown Oroville website as a valued sponsor.
- **Monthly Email to 700 subscribers:** Highlight your business as a valued sponsor.

\$1,500

- **Present to Businesses:** Opportunity to present up to 10 minutes at a membership meeting.
- **Sponsorship List:** Name listed on the Downtown Oroville website as a valued sponsor.
- **Monthly Email to 700 subscribers:** Highlight your business as a valued sponsor.

For questions regarding sponsorship or other ways you can contribute, please email contact@downtownoroville.com or call us at (530) 922-2599.

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SOUTH FEATHER WATER & POWER AGENCY

TO: Public Recipients of Agenda Information

FROM: Rath Moseley, General Manager

DATE: March 20, 2023

**RE: Real Property Negotiations, and Anticipated and Existing Litigation
Closed Session Agenda Item for 3/28/23 Board of Directors Meeting**

The information provided to directors for this agenda item is not available to the public. The purpose for this item is to give the Board an opportunity to confer with legal counsel about litigation in which the Agency is already involved or is anticipating. The Board is permitted by law (Brown Act) to confidentially discuss information that might prejudice its legal position, to have a confidential and candid discussion about meet-and-confer issues. Such discussions are exempt from the Brown Act's requirement that matters before the Board be discussed in public. Attendance during the closed-session will be limited to directors, together with such support staff and legal counsel as determined necessary by directors for each subject under discussion.