

AGENDA

**DEL NORTE SOLID WASTE MANAGEMENT
AUTHORITY
ABANDONED VEHICLE ABATEMENT AUTHORITY
CITY OF CRESCENT CITY
COUNTY OF DEL NORTE
STATE OF CALIFORNIA**

**Board of Supervisors Chambers
Flynn Center 981 H Street
Crescent City, CA**

Regular Session

Tuesday, April 23, 2013

3:30 PM

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The Solid Waste Management Authority of the City of Crescent City and the County of Del Norte, State of California, is now meeting in Regular Session. Only those items that indicate a specific time will be heard at the assigned time. All items may be taken out of sequence to accommodate public and staff availability.

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All documents referred to in this agenda are available at the Office of the Del Norte Solid Waste Management Authority at 1700 State Street in Crescent City, between the hours of 8AM and 5PM Monday through Friday OR online at www.recycledelnorte.ca.gov

For more information call 465-1100 or email dnswwma@recycledelnorte.ca.gov

3:30 PM CALL MEETING TO ORDER

PLEASE NOTE: The Board will hold closed Sessions (if scheduled and necessary) at the end of the open portion of the meeting.

PUBLIC COMMENTS:

3:30 PM ANY MEMBER OF THE PUBLIC MAY ADDRESS THE SOLID WASTE MANAGEMENT AUTHORITY ON ANY MATTER ON OR OFF THE AGENDA. After receiving recognition from the Chair, please give your name and address for the record. Comments will be limited to three minutes.

1. REPORT FROM THE SOLID WASTE TASK FORCE

2. CONSENT AGENDA

- 2.1 Approve minutes, Regular Session, Tuesday March 26, 2013 **
- 2.2 Approve payment of invoice from EBA Engineering, \$8195.75

END CONSENT AGENDA

3. DIRECTORS REPORT

The following agenda items are provided for information only

- 3.1 Treasurer/Controller Report for March 2013 **
- 3.2 Claims approved by Director for March 2013 **
- 3.3 Monthly Cash and Charge Reports for March 2013 **
- 3.4 Earned Revenue Comparisons between FY11/12 and FY12/13 **

END DIRECTORS REPORT

DISCUSSION/ACTION ITEMS

4. LANDFILL POSTCLOSURE

- 4.1 Discussion and possible action regarding landfill insurance.

5. COLLECTIONS FRANCHISE

- 5.1 Discussion and possible action regarding approval of Change Order 3 to the contract with Recology Del Norte authorizing the annual CPI adjustment of the collection rates as provided for in the collections franchise. **

6. TRANSFER STATION

- 6.1 Discussion and possible action regarding the potential to provide certified weight services at the transfer station to assist local residents and businesses to comply with the requirements of the California DMV. **
- 6.2 Discussion and possible action regarding approval of Change Order 16 to the contract with Hambro/WSG authorizing the annual CPI adjustment of the transfer station rates as provided for in the transfer station operations agreement. **

- 6.3 Discussion and possible action regarding a request for a status report from Hambro/WSG.

7. GENERAL SOLID WASTE AUTHORITY MATTERS

- 7.1 Discussion and possible action regarding the appointment a public member to the Del Norte Solid Waste Management Authority Board of Commissioners. **
- 7.2 Discussion and possible action regarding the status of the Fiscal Year 2012/ 2013 Budget and process for preparing FY2013/2014 Budget. **
- 7.3 Discussion and possible action regarding the Memorandum of Understanding for Services Between the County of Del Norte and the Del Norte Solid Waste Management Authority and MOU between the Del Norte Solid Waste Management Authority and Authority employees. **
- 7.4 Discussion and possible action regarding the appointment of labor negotiator(s) to meet with the Director regarding contract negotiations. **
- 7.5 Discussion and possible action regarding the Director's recommendation to permanently reduce allocated staffing from 9 to 8. **
- 7.6 Discussion and possible action regarding the possibility of hiring a consultant to complete an independent assessment of the performance of the Del Norte Solid Waste Management Authority and complete an analysis of possible improvements or alternatives, such as the City or County withdrawing from the JPA or privatization. **
- 7.7 Discussion and possible action regarding adoption of Resolution 2013-01 enacting the CPI increases as required in contract with Hambro and Recology. **
- 7.8 **CLOSED SESSION** will be held for discussion and possible action regarding:
- 1) THREAT TO PUBLIC SERVICES OR FACILITIES (Gov Code 54957(a))
Consultation with Legal Counsel;
 - 2) CONFERENCE WITH LABOR NEGOTIATOR (Gov Code Section 54957.6)
Agency Representative: Kevin Hendrick; Employee Organization: Mid-Management (Ward Valdez);
 - 3) CONFERENCE WITH LABOR NEGOTIATOR (Gov Code Section 54957.6)
Agency Representative: TBD; Employee Organization: Management (Hendrick)

** Asterisk next to Agenda Item indicates an associated attachment

DEL NORTE SOLID WASTE TASK FORCE
Minutes

Thursday, February 21st, 5:30 – 7:30 PM
Ocean View Inn
270 Hwy 101 South
Crescent City, CA

Present: Mary Wilson, Chair
Wes Nunn
Pat Black
Andrew Larson
Ralph Dickey
Joel Wallen

Absent: Ray Martell
Dave Mason
Karen Sanders
Richard Miles
Brad Cass

Also Present: Kevin Hendrick, DNSWMA Director
Tedd Ward, DNSWMA Program Manager

ITEMS FOR DISCUSSION:

1. Call to order – Chair Wilson called the meeting to order at 5:58 P.M.
2. Discussion and possible action regarding minutes of January 10, 2013 Del Norte Task Force Meeting. Joel Wallen should be listed as present, and Ralph's last name is spelled 'Dickey' On a motion by Andy Larson and seconded by Joel Wallen, the minutes were adopted as revised on a unanimous vote.
3. Public comment
4. Discussion and continued overview of the Legislative and practical role of the DNSWTF regarding the 5 year review of the Countywide Integrated Waste Management Plan (15-20 minute presentation by staff). Program Manager Ward addressed the Task Force and reviewed the first two and a half pages of the 2011 Annual Report summary as submitted to CalRecycle.
5. Discussion and possible action regarding completion of recommendations to the City of Crescent City and Del Norte County on DNSWMA Ordinances 2008-01, 2008-02, 2008-03. Chair Wilson reported that she sent letters to the City

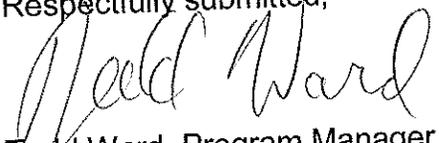
and County and that the County will include this on their March 12th agenda for the Board of Supervisors, according to Dave Mason.

6. Discussion and possible action regarding items of interest or of concern to the 2013 Del Norte Solid Waste Task Force. Joel Wallen asked that the ideas suggested be summarized and e-mailed out to the rest of the Local Task Force for comment.

7. Election of Chair and Vice-Chair. Chair Wilson reported that Karen Sanders would not be available to step into the Chair position. Discussion followed. Ralph Dickey nominated Mary Wilson for Vice Chair. Discussion followed. On a unanimous voice vote, Mary Wilson was elected Vice Chair. Ralph Dickey suggested that Wes Nunn be elected Chair. Wes Nunn suggested Richard Miles for Chair. Richard Miles received two supportive votes. Wes Nunn received four votes of support, and was elected Chair of the Del Norte Solid Waste Task Force.

8. Adjournment. Discussion indicated that LTF meetings should continue to be generally scheduled as the second Thursday of each month. Meeting was adjourned at 6:42 P.M.

Respectfully submitted,


Tedd Ward, Program Manager

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
ABANDONED VEHICLE ABATEMENT AUTHORITY
MINUTES
26 March 2013
Del Norte County Board of Supervisors Chambers

PRESENT: Commissioner Rich Enea, Chair
Commissioner Rick Holley
Commissioner Mike Sullivan
Commissioner Roger Gitlin

Legal Counsel Martha Rice
Director Kevin Hendrick
Program Manager Tedd Ward
Treasurer/Controller Richard Taylor

ABSENT: None

ALSO PRESENT: Tom Sparrow, Recology Del Norte
Joel Wallen, Hambro/WSG

The meeting was called to order by Chair Enea at the hour of 3:30 P.M., with all parties present as heretofore designated.

PUBLIC COMMENTS:

The Chair called for public comments at 3:31 P.M. . The following people addressed the Board: Bill Longsdale of Crescent City spoke in support of current collection system and the Authority. The Chair closed public comment at 3:32 PM.

REPORT FROM THE SOLID WASTE TASK FORCE 200101

Wesley Nunn spoke as new Chair of the Del Norte Solid Waste Task Force, reporting that Dave Mason has not yet met with Erik Taylor of the City regarding resolutions. Next Solid Waste Task Force meeting will be April 4th.

CONSENT AGENDA

Minutes, Regular Session, Tuesday February 26, 2013

Approval of 5% longevity step increase for the Director in recognition of 20 years of service and the recent satisfactory performance evaluation.

Commissioner Gitlin pulled both items off for discussion. Regarding the minutes of the last meeting, he asked legal counsel Rice to explain her interpretation that the last meeting was a valid meeting. Rice explained that appointed non-public Authority Commissioners continue until they are no longer elected officials or are removed or replaced. Commissioner Sullivan said he was concerned that only some Supervisors were notified about the meeting.

Commissioner Holley moved for the approval of the minutes for the meeting of 26 February 2013. Commissioner Enea seconded the motion. Commissioners Gitlin and Sullivan abstained, and Commissioners Holley and Enea voted yes. With two votes in favor and two abstentions, the minutes were not approved.

Commissioner Gitlin and Sullivan said that the County staff have taken pay cuts through furlough days and other means, and thus they each could not support this step increase at this time.

On a motion by Commissioner Holley, seconded by Commissioner Enea, by a polled vote, with Commissioners Gitlin and Sullivan voting 'No,' the step increase was not approved.

END OF CONSENT AGENDA

DIRECTOR'S REPORT

Director Hendrick discussed the following topics within the Director's report:

- Treasurer/Controller Report for January 2013
- Claims approved by Director for February 2013
- Monthly Cash and Charge Reports for February 2013
- Earned Revenue Comparisons between FY11/12 and FY12/13

The Director's report was accepted by a unanimous polled vote of the Commissioners.

END DIRECTORS REPORT

DISCUSSION / ACTION ITEMS:

LANDFILL POSTCLOSURE – WASTE DISCHARGE REQUIREMENTS 230102

Program Manager Ward addressed the Board regarding correspondence with the California Regional Water Quality Control Board, North Coast Region, and the status of efforts to use the savings (\$29,896) from a temporarily reduced Waste Discharge Requirement (WDR) fee to potentially demonstrate to the satisfaction of the Regional Water Quality Control Board that the landfill is not having impacts on nearby residential wells. Discussion followed.

LANDFILL POSTCLOSURE – ENGINEERING SERVICES 120110

Program Manager Ward addressed the Board regarding proposals received from four companies to provide engineering services at the Crescent City Landfill, related to non-water corrective action cost estimates and gas investigations to comply with Assembly Bill 32. Discussion followed.

On a motion by Commissioner Gitlin, seconded by Commissioner Sullivan, by a unanimous polled vote, the Authority ratified the agreement with EBA Engineering to provide Environmental Engineering Services at the Crescent City Landfill.

LANDFILL POSTCLOSURE MAINTENANCE & REPAIRS 120110

Program Manager Ward addressed the Board regarding the erosion damage at the Crescent City Landfill sustained since September 2013. Ward reported that Authority staff are working with the County Engineering Department to design all modifications of subsurface or surface drainage structures, and will work with the County Road Department to construct the repairs this summer. Discussion followed.

COLLECTIONS FRANCHISE 180510

Director Hendrick discussed the letter from Recology Del Norte requesting the annual CPI adjustment of the collection rates as provided for in the Franchise Collections Agreement. Discussion followed.

TRANSFER STATION OPERATIONS - 080104

Program Manager Ward addressed the Board regarding the potential to provide certified weight services at the Del Norte County Transfer Station to assist local residents and businesses to comply with the requirements of the California Department of Motor Vehicles. Discussion followed. Joel Wallen addressed the Board regarding public scale services.

Consensus direction to staff was to continue investigations regarding the Del Norte County Transfer Station scales and weighmasters to provide public scale services, particularly with regard to costs and permitting requirements.

TRANSFER STATION OPERATIONS – 080104

Director Hendrick discussed the letter from Hambro/WSG requesting the annual CPI adjustment of the collection rates as provided for in the transfer station operations Agreement.

GENERAL SOLID WASTE AUTHORITY MATTERS - OFFICERS 012104

Director Hendrick introduced the topic of electing Officers for Vice Chair and Secretary for the Del Norte Solid Waste Management Authority Board of Commissioners. Discussion followed.

On a motion by Commissioner Sullivan, seconded by Commissioner Enea, by a unanimous vote, Roger Gitlin was elected to be Authority Vice Chair.

On a motion by Commissioner Sullivan, seconded by Commissioner Enea, by a unanimous polled vote, Rick Holley was elected to serve as the Authority Secretary.

GENERAL SOLID WASTE AUTHORITY MATTERS – PUBLIC MEMBER 012104

Director Hendrick introduced the topic of the process to select and appoint a public member and alternate to the Del Norte Solid Waste Management Authority Board of Commissioners, to be ratified separately by the Crescent City Council and Del Norte County Board of Supervisors. Discussion followed. Andy Larson addressed the Board.

Consensus direction to staff was to publish notice in the paper requesting applications for persons interested in serving as the Authority's Public member, with an application deadline of April 15th.

At 4:37 P.M., the Del Norte Solid Waste Management Authority Board temporarily adjourned and reconvened as the Abandoned Vehicle Abatement Service Authority.

ABANDONED VEHICLE ABATEMENT (AVA) AUTHORITY - 010203

Program Manager Ward discussed the AVA Towing agreement with Northcrest Auto Center. Discussion followed. Andy Larson addressed the Board.

On a motion by Commissioner Sullivan, seconded by Commissioner Gitlin, by a unanimous polled vote, the Authority ratified the agreement with Northcrest Auto Center to provide Towing Services for the Del Norte Abandoned Vehicle Abatement Authority.

At 4:40 P.M., the Abandoned Vehicle Abatement Authority Board adjourned and the Del Norte Solid Waste Management Authority reconvened.

CLOSED SESSION

The Del Norte Solid Waste Management Authority adjourned at the hour of _____ P.M., to reconvene in Regular Session, on April 23, 2013, at the hour of 3:30 P.M., at the Board of Supervisors Chambers, Flynn Center, 981 "H" Street, Crescent City, California.

_____ Date / /
Rich Enea, Chair
Del Norte Solid Waste Management Authority

ATTEST:

_____ Date / /
Tedd Ward, Clerk and Program Manager
Del Norte Solid Waste Management Authority

Please Remit to:
 Attn: Accounts Receivable
 825 Sonoma Ave, Suite C
 Santa Rosa, CA 95404

INVOICE



Invoice #: 24883
 Date: 04/05/13
 Customer PO:

Balance this Invoice: 8,195.75
 Past Due: 0.00
Now Due and Payable: 8,195.75

Customer Name:
 Del Norte Solid Waste Mgt. Authority
 Ted Ward
 1700 State Street
 Crescent City, Ca 95531

If you have any questions regarding this invoice, please
 contact Kimberly Nyberg 707 544-0784
 knyberg@ebagroup.com

For Period: 03/05/13 04/05/13
 Job#: 13-1902 Crescent City Landfill Environmental Services

Task: A2 Produce Non-water Release Corrective Action Estimate

Direct Expense		5.75
Maps/Literature		----- 5.75
Total Direct Expense		
 Direct Labor		
Senior Geologist	34.00 @ 125.00	4,250.00
Principal Geologist	8.00 @ 165.00	1,320.00
Design Draftperson II	1.00 @ 90.00	90.00
Total Direct Labor		----- 5,660.00
Total Task A2 Produce Non-water Release Corrective Action Estimate		----- 5,665.75

Task: B1 Revise the Waste In Place Estimate

Direct Labor		1,530.00
Design Draftperson II	17.00 @ 90.00	1,530.00
Senior Geologist	6.25 @ 125.00	781.25
Total Direct Labor		----- 2,311.25
Total Task B1 Revise the Waste In Place Estimate		----- 2,311.25

Task: B2 Landfill and Gas Monitoring Data Review

Direct Labor		218.75
Senior Geologist	1.75 @ 125.00	218.75
Total Direct Labor		----- 218.75
Total Task B2 Landfill and Gas Monitoring Data Review		----- 218.75

 8,195.75

TOTAL INVOICE

2.2

Solid Waste
Balance Sheet
 March 31, 2013

Unaudited

ASSETS

		562,396.18
422 010 00000	Cash Solid Waste	100.00
422 010 00300	Imprest Cash	5,170.17
422 010 01100	Accounts Receivable	493,000.00
422 010 03200	Land	3,266,990.64
422 010 03300	Transfer Station	158,443.55
422 010 03400	Equipment	141,638.89
422 010 03410	Buildings & Improvements	(148,798.00)
422 010 03440	Accum Depr Equipment	(61,906.24)
422 010 03450	Accum Depr Bldg & Improv	(592,144.00)
422 010 03460	Accum Depr Transfer Station	<u>3,824,891.19</u>
	Total Assets	

LIABILITIES AND FUND EQUITY

		125.07
422 010 05103	A/P Services	8.06
422 010 05105	Sales Tax Payable	3,205,118.55
422 010 05210	Sublease Payable	52,329.88
422 010 05300	Compensated Absences Payable	5,296.01
422 010 05400	Deferred Revenue	2,650,636.00
422 010 05500	Post Closure Liability	150,000.00
422 010 06900	Designated for Lease Debt Service	(2,857,215.34)
422 010 07100	Fund Balance	531,748.00
422 010 09600	Investment in Capital Assets net of related debt	1,942,014.55
	Revenue	(1,855,169.59)
	Expenditure	<u>3,824,891.19</u>
	Total Liabilities and Fund Equity	



Solid Waste

Statement of Revenues and Expenditures
9 Months Ended 3/31/2013

	CURRENT MONTH ACTUAL	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	% EXPENDED
Revenues:					
422-421-90153 Franchise Fees	20,911.00	161,144.00	257,000.00	(95,856.00)	62.70%
422-421-90210 Code Enforcement	0.00	0.00	1,000.00	(1,000.00)	0.00%
422-421-90300 Interest - Solid Waste	0.00	581.03	2,000.00	(1,418.97)	29.05%
422-421-91003 Gate Tipping Fees	126,745.82	1,156,077.72	1,760,000.00	(603,922.28)	65.69%
422-421-91004 Authority Service Fees	68,699.87	621,575.09	912,246.00	(290,670.91)	68.14%
422-421-91121 Misc Reimbursements	0.00	207.97	1,000.00	(792.03)	20.80%
422-421-91124 Misc Revenue	0.00	20.40	0.00	20.40	0.00%
422-421-90650-060 Oil Grant 12/13	0.00	0.00	15,000.00	(15,000.00)	0.00%
422-421-90650-074 Oil Grant - 11/12	0.00	0.00	12,216.00	(12,216.00)	0.00%
422-421-91003-099 Gate Tipping Fees - Prior Yr	201.16	1,602.27	0.00	1,602.27	0.00%
422-421-91004-099 DNSWMA Tipping Fees - Prior Yr	101.20	806.07	0.00	806.07	0.00%
422-421-91129-067 DOC Grant - 12/13	0.00	0.00	15,000.00	(15,000.00)	0.00%
422-421-91129-069 DOC Grant 11/12	0.00	0.00	8,008.00	(8,008.00)	0.00%
Total Revenues	216,659.05	1,942,014.55	2,983,470.00	(1,041,455.45)	65.09%
Expenses:					
422-421-10010 Payroll	21,031.03	208,407.39	290,207.00	81,799.61	71.81%
422-421-10012 Overtime	0.00	294.06	1,000.00	705.94	29.41%
422-421-10015 Part-time/Temp	1,329.03	23,920.50	24,300.00	379.50	98.44%
422-421-10020 Retirement	5,917.23	57,901.67	84,965.00	27,063.33	68.15%
422-421-10030 Employee Benefits	6,872.59	62,150.68	59,155.00	(2,995.68)	105.06%
422-421-10033 Employee Life Insurance	19.20	219.20	332.00	112.80	66.02%
422-421-10035 Management Life Insurance	105.33	951.26	1,299.00	347.74	73.23%
422-421-10040 Worker's Compensation	2,483.13	22,348.17	29,798.00	7,449.83	75.00%
Total Salaries and Benefits	37,757.54	376,192.93	491,056.00	114,863.07	76.61%
422-421-20121 Communications	394.70	1,725.63	2,200.00	474.37	78.44%
422-421-20140 Household Expense	680.08	2,843.01	3,500.00	656.99	81.23%
422-421-20150 Insurance-Office	0.00	0.00	6,136.00	6,136.00	0.00%
422-421-20151 Liability Insurance	0.00	0.00	2,500.00	2,500.00	0.00%
422-421-20152 Vehicle Insurance	0.00	1,237.80	1,400.00	162.20	88.41%
422-421-20155 Liability Insurance	715.25	2,145.75	2,573.00	427.25	83.39%
422-421-20170 Maintenance-Equipment	0.00	0.00	500.00	500.00	0.00%
422-421-20171 Maintenance-Vehicles	0.00	146.27	500.00	353.73	29.25%
422-421-20175 Maintenance-Computers	0.00	0.00	214.00	214.00	0.00%
422-421-20180 Maint-Structures/improvements & TS M	0.00	0.00	500.00	500.00	0.00%
422-421-20200 Memberships	0.00	7,400.00	7,500.00	100.00	98.67%
422-421-20221 Printing	0.00	5.17	400.00	394.83	1.29%
422-421-20221 Printing	109.64	1,051.36	1,400.00	348.64	75.10%
422-421-20223 Postage	701.60	3,945.61	7,000.00	3,054.39	56.37%
422-421-20224 Office Supplies	0.00	0.00	399.00	399.00	0.00%
422-421-20227 Books/Subscriptions	63.30	655.74	20,000.00	19,344.26	3.28%
422-421-20230 Prof Serv-Co/City	0.00	156.84	2,500.00	2,343.16	6.27%
422-421-20231 Prof Serv	11,342.00	24,174.00	27,111.00	2,937.00	89.17%
422-421-20232 Prof Serv-Well Monitoring	0.00	0.00	8,850.00	8,850.00	0.00%
422-421-20233 Audit	863.98	5,217.69	12,000.00	6,782.31	43.48%
422-421-20234 Legal Counsel	375.00	2,625.00	4,500.00	1,875.00	58.33%
422-421-20235 Treasurer	590.75	734.75	1,500.00	765.25	48.98%
422-421-20236 Security	557.98	4,854.08	4,000.00	(854.08)	121.35%
422-421-20237 Credit Card Service Fees	1,622.52	23,189.55	27,000.00	3,810.45	85.89%
422-421-20238 TS Collection	141,839.22	1,060,195.42	1,800,000.00	739,804.58	58.90%
422-421-20239 Transfer Station Operations	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20240 Advertising/Publications	590.04	2,576.53	3,500.00	923.47	73.62%
422-421-20250 Lease of Equipment	635.63	635.63	700.00	64.37	90.80%
422-421-20251 Lease - Gasquet Transfer Station	0.00	4,074.38	5,100.00	1,025.62	79.89%
422-421-20270 Minor Equipment	235.50	403.50	600.00	196.50	67.25%
422-421-20280 Delivery Service	224.00	31,384.00	32,000.00	616.00	98.08%
422-421-20281 Household Hazardous Waste Event	429.71	2,148.55	5,000.00	2,851.45	42.97%
422-421-20283 Community Clean-up	1,888.50	3,202.97	3,389.00	186.03	94.51%
422-421-20285 Special Dept Expense	(17.24)	488.80	182.00	(306.80)	268.57%
422-421-20286 Cash Over/Under	1,481.74	7,408.70	17,000.00	9,591.30	43.58%
422-421-20288 City Collections	310.50	1,825.82	3,000.00	1,174.18	60.86%
422-421-20290 Travel	125.07	1,343.87	1,500.00	156.13	89.59%
422-421-20297 Vehicle Fuel	0.00	25,519.00	55,415.00	29,896.00	46.05%
422-421-20301 State Fees	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20221-060 Printing-Oil Grant - 12/13	0.00	0.00	400.00	400.00	0.00%
422-421-20221-067 Printing-DOC Grant 12/13	600.60	5,623.94	8,000.00	2,376.06	70.30%
422-421-20239-001 Post Closure Maintenance	0.00	0.00	3,050.00	3,050.00	0.00%
422-421-20240-060 Advertising Oil Grant - 12/13	0.00	0.00	2,600.00	2,600.00	0.00%
422-421-20240-067 Advertising - DOC Grant 12/13	0.00	0.00	(1,076.00)	(1,076.00)	-68.91%
422-421-20240-067 Advertising - DOC Grant 11/12	0.00	720.00			

Solid Waste

Statement of Revenues and Expenditures
9 Months Ended 3/31/2013

	CURRENT MONTH ACTUAL	YTD ACTUAL	YTD BUDGET	YTD VARIANCE	% EXPENDED
422-421-20240-074	2,420.00	6,433.80	7,050.00	616.20	91.26%
422-421-20285-060	0.00	0.00	6,500.00	6,500.00	0.00%
422-421-20285-067	0.00	0.00	6,000.00	6,000.00	0.00%
422-421-20285-089	380.00	785.00	3,085.00	2,300.00	25.45%
422-421-20285-074	113.75	613.75	2,616.00	2,002.25	23.46%
422-421-20290-060	0.00	0.00	1,000.00	1,000.00	0.00%
422-421-20290-067	0.00	0.00	2,000.00	2,000.00	0.00%
422-421-20290-069	0.00	1,919.48	2,000.00	80.52	95.97%
Total Services and Supplies	169,273.82	1,239,411.39	2,116,794.00	877,382.61	58.55%
422-421-30490	0.00	0.00	110,267.00	110,267.00	0.00%
Total Other Charges	0.00	0.00	110,267.00	110,267.00	0.00%
Total Fixed Assets	0.00	0.00	0.00	0.00	0.00%
422-421-70800	0.00	0.00	11,125.00	11,125.00	0.00%
422-421-81000	0.00	0.00	2,400.00	2,400.00	0.00%
422-421-70530-025	0.00	203,322.27	203,500.00	177.73	99.91%
422-421-70530-199	4,027.00	36,243.00	48,328.00	12,085.00	74.99%
Total Intrafund Transfers	4,027.00	239,565.27	265,353.00	25,787.73	90.28%
Total Expenses	211,058.36	1,855,169.59	2,983,470.00	1,128,300.41	62.18%
Revenues Over (Under) Expenditures	5,600.69	86,844.96	0.00	86,844.96	0.00%

DNSWMA

GRAND TOTALS

March 2013

	Amount to 422-421 91003	Amount to 422-421 91004	TOTAL AMOUNT
	66.53%	33.47%	
DNCTS Cash Total	33,257.67	16,731.31	49,988.98
DNCTS Charge Total	93,509.68	47,042.97	140,552.65
DNCTS Credit/Debit	13,658.86	6,871.51	20,530.37
DNCTS Totals	140,426.20	70,645.80	211,072.00
Klamath Cash Total		3,076.27	3,076.27
Klamath Charge Total		342.81	342.81
Klamath Totals		3,419.08	3,419.08
Gasquet Cash Total		1,302.18	1,302.18
Gasquet Charge Total			
Gasquet Totals		1,302.18	1,302.18
Adjustments			
GRAND TOTALS	140,426.20	75,367.06	215,793.26

3.3

**MONTHLY SPLIT SHEET
DNSWMA TRANSFER STATION
MONTH: March 2013**

Date	Cash	Checks	Cash/Check Total	Visa	Master	Discover	Credit Card Total	Charges	Grand Total	66.53% 91003	33.47% 91004	20286	Total
1	\$ 1,236.91	\$ 183.96	\$ 1,420.87	\$ 615.28	\$ 155.48		\$ 770.76	\$ 6,990.33	\$ 9,181.96	\$ 945.30	\$ 475.57	\$ 0.25	\$ 1,421.12
2	\$ 1,468.75	\$ 539.24	\$ 2,007.99	\$ 637.79	\$ 27.63		\$ 665.42	\$ 506.03	\$ 3,179.44	\$ 1,335.92	\$ 672.07	\$ (0.03)	\$ 2,007.96
3	\$ 1,618.98	\$ 258.78	\$ 1,877.76	\$ 622.75	\$ 29.02		\$ 651.77	\$ 705.72	\$ 3,235.25	\$ 1,249.27	\$ 628.49	\$ (0.28)	\$ 1,877.48
4	\$ 1,689.23	\$ 414.48	\$ 2,103.71	\$ 678.67	\$ 277.03		\$ 955.70	\$ 8,645.65	\$ 11,705.06	\$ 1,399.60	\$ 704.11	\$ 0.10	\$ 2,103.81
5	\$ 474.03	\$ 165.79	\$ 639.82	\$ 252.42	\$ 40.83		\$ 293.25	\$ 6,055.69	\$ 6,988.76	\$ 425.67	\$ 214.15	\$ (0.02)	\$ 639.82
6	\$ 440.03	\$ 463.35	\$ 903.38	\$ 321.90	\$ 6.90		\$ 328.80	\$ 4,630.73	\$ 5,862.91	\$ 601.02	\$ 302.36		\$ 903.36
7	\$ 1,303.04	\$ 288.98	\$ 1,592.02	\$ 414.62	\$ 43.44		\$ 458.06	\$ 4,829.00	\$ 6,879.08	\$ 1,059.17	\$ 532.85		\$ 1,592.02
8	\$ 1,308.63	\$ 100.06	\$ 1,408.69	\$ 548.93	\$ 37.30		\$ 586.23	\$ 6,427.16	\$ 8,422.08	\$ 937.20	\$ 471.49	\$ 0.01	\$ 1,408.69
9	\$ 1,613.98	\$ 440.95	\$ 2,054.93	\$ 584.02	\$ 45.58		\$ 629.60	\$ 311.88	\$ 2,996.41	\$ 1,367.14	\$ 687.79	\$ 0.01	\$ 2,054.94
10	\$ 1,262.58	\$ 454.67	\$ 1,717.25	\$ 857.72	\$ 145.07		\$ 1,002.79	\$ 543.32	\$ 3,263.36	\$ 1,142.49	\$ 574.76	\$ 3.16	\$ 1,717.25
11	\$ 1,533.94	\$ 158.88	\$ 1,692.82	\$ 639.28	\$ 453.11		\$ 1,092.39	\$ 9,079.67	\$ 11,864.88	\$ 1,126.23	\$ 566.59	\$ 3.16	\$ 1,695.98
12	\$ 1,054.33	\$ 295.46	\$ 1,349.79	\$ 598.20	\$ 93.94		\$ 692.14	\$ 5,524.68	\$ 7,566.61	\$ 898.02	\$ 451.77	\$ 2.10	\$ 1,351.89
13	\$ 1,803.00	\$ 368.85	\$ 2,171.85	\$ 608.65			\$ 608.65	\$ 5,961.22	\$ 8,741.72	\$ 1,444.93	\$ 530.57	\$ 0.20	\$ 1,585.40
14	\$ 1,156.91	\$ 428.29	\$ 1,585.20	\$ 535.64	\$ 16.34		\$ 551.98	\$ 6,458.98	\$ 8,596.16	\$ 1,054.63	\$ 530.57	\$ 0.21	\$ 1,585.45
15	\$ 1,408.71	\$ 349.53	\$ 1,758.24	\$ 403.68	\$ 6.91		\$ 410.59	\$ 6,684.61	\$ 8,853.44	\$ 1,169.76	\$ 588.48	\$ (0.01)	\$ 1,544.38
16	\$ 1,029.19	\$ 515.20	\$ 1,544.39	\$ 641.26	\$ 70.46		\$ 711.72	\$ 317.37	\$ 2,478.89	\$ 1,130.30	\$ 568.64	\$ (1.05)	\$ 1,697.89
17	\$ 1,029.64	\$ 669.30	\$ 1,698.94	\$ 570.07	\$ 29.01		\$ 599.08	\$ 7,725.73	\$ 10,801.61	\$ 1,281.29	\$ 644.60	\$ (0.07)	\$ 1,925.82
18	\$ 1,700.02	\$ 225.87	\$ 1,925.89	\$ 706.17	\$ 443.82		\$ 1,149.99	\$ 6,710.17	\$ 8,595.90	\$ 732.32	\$ 368.41	\$ 0.40	\$ 1,101.13
19	\$ 723.12	\$ 377.61	\$ 1,100.73	\$ 782.58	\$ 2.42		\$ 319.15	\$ 4,993.96	\$ 6,145.43	\$ 553.74	\$ 278.58	\$ (0.02)	\$ 832.30
20	\$ 652.57	\$ 179.75	\$ 832.32	\$ 221.05	\$ 98.10		\$ 452.49	\$ 4,968.63	\$ 6,145.43	\$ 911.32	\$ 458.47	\$ 0.15	\$ 1,369.94
21	\$ 1,048.38	\$ 321.41	\$ 1,369.79	\$ 310.65	\$ 122.96		\$ 469.05	\$ 5,757.92	\$ 6,790.91	\$ 1,581.60	\$ 795.68	\$ (1.12)	\$ 2,376.16
22	\$ 1,260.68	\$ 1,116.60	\$ 2,377.28	\$ 422.85	\$ 46.20		\$ 952.90	\$ 884.06	\$ 4,293.82	\$ 1,634.55	\$ 822.31	\$ (3.99)	\$ 2,452.87
23	\$ 1,689.93	\$ 766.93	\$ 2,456.86	\$ 667.77	\$ 243.29		\$ 857.98	\$ 36.41	\$ 2,906.52	\$ 1,338.67	\$ 673.46	\$ 2.71	\$ 2,014.84
24	\$ 1,593.76	\$ 418.37	\$ 2,012.13	\$ 813.77	\$ 44.21		\$ 449.63	\$ 9,567.87	\$ 11,824.02	\$ 1,201.88	\$ 604.64	\$ 0.16	\$ 1,806.68
25	\$ 1,608.97	\$ 197.55	\$ 1,806.52	\$ 325.29	\$ 124.34		\$ 390.04	\$ 7,322.19	\$ 9,706.65	\$ 1,326.89	\$ 667.53	\$ 0.20	\$ 1,994.62
26	\$ 1,635.32	\$ 359.10	\$ 1,994.42	\$ 381.75		\$ 8.29	\$ 774.10	\$ 5,699.48	\$ 7,972.41	\$ 997.17	\$ 501.66	\$ 0.16	\$ 1,498.99
27	\$ 1,246.18	\$ 252.65	\$ 1,498.83	\$ 606.32	\$ 167.78		\$ 774.10	\$ 4,307.81	\$ 6,130.24	\$ 788.30	\$ 396.58	\$ 0.02	\$ 1,184.90
28	\$ 977.65	\$ 207.23	\$ 1,184.88	\$ 569.86	\$ 67.69		\$ 637.55	\$ 8,107.22	\$ 10,654.59	\$ 1,228.82	\$ 618.19	\$ 1.11	\$ 1,848.12
29	\$ 1,447.49	\$ 399.52	\$ 1,847.01	\$ 653.39	\$ 46.97		\$ 700.36	\$ 576.38	\$ 4,214.25	\$ 1,366.97	\$ 687.70		\$ 2,054.67
30	\$ 1,729.48	\$ 325.19	\$ 2,054.67	\$ 1,543.00	\$ 40.20		\$ 1,583.20						
31													
TOTALS	\$38,745.43	\$11,243.55	\$49,988.98	\$17,535.33	\$2,926.03	\$ 69.01	\$20,530.37	\$140,552.65	\$211,072.00	\$33,257.67	\$16,731.31	\$ 3.16	\$49,992.14

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Del Norte Solid Waste Management Authority
A/R Aging Summary
 As of March 31, 2013

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Abandoned Vehicle Abatement	473.80	0.00	0.00	0.00	0.00	473.80
Adventures in Hair	27.63	0.00	0.00	-0.02	0.00	27.61
Affordable Home & Rental Rep.	60.79	0.00	0.00	0.00	0.00	60.79
Agricultural Commission	41.44	62.16	8.29	0.00	161.53	273.42
Aladdin Realty	24.53	24.87	42.83	0.00	31.49	123.72
Albers Seafood	0.00	19.19	0.00	0.00	0.00	19.19
Alexandre EcoDairy Farms	91.19	798.57	0.00	0.00	0.00	889.76
Babich Construction	89.25	0.00	0.00	0.00	0.00	89.25
Bad Checks/Co Collector	0.00	0.00	0.00	0.00	43.78	43.78
BCM Consturtion Company	454.55	0.00	0.00	0.00	0.00	454.55
Benner Mini Storage	34.89	0.00	0.00	0.00	0.00	34.89
Bommelyn / Hartley Construction	547.11	0.00	0.00	0.00	0.00	547.11
Bommelyn Construction	11.05	0.00	0.00	0.00	0.00	11.05
Borges Dairy	64.94	0.00	0.00	0.00	0.00	64.94
Brown, Hector	0.00	0.10	0.00	0.00	0.00	0.10
C.A.R.R.E. / Full - Spectrum	167.78	0.00	0.00	0.00	0.00	167.78
Cal-Trans	130.42	0.00	0.00	0.00	0.00	130.42
California Auto Image	142.30	0.00	0.00	0.00	0.00	142.30
California Dept. of Fish & Game	0.00	16.58	0.00	0.00	0.00	16.58
California Dept. Parks & Rec.	533.25	653.23	47.66	0.00	0.00	1,234.14
Calvary Chapel	0.00	0.00	34.54	-34.54	0.00	0.00
Castal Rock Countertop's	13.82	0.00	0.00	0.00	0.00	13.82
Certified Plumbing Co.	53.88	6.90	0.00	0.00	0.00	60.78
Cetnar Construction Inc.	73.22	0.00	0.00	0.00	0.00	73.22
Charter Communication	0.00	0.00	0.00	0.00	22.11	22.11
City of Crescent City.	0.00	-12.67	0.00	0.00	0.00	-12.67
College of the Redwoods	91.19	67.70	0.00	0.00	-84.28	74.61
Combined Maintance Services	89.26	1,337.73	0.00	0.00	0.00	1,426.99
Corner Stone Assembly of God	46.98	0.00	37.00	0.00	0.00	83.98
Cory, Charles	0.00	0.00	0.00	0.00	576.49	576.49
Crescent Ace Hardware.	258.36	316.39	14.70	-14.70	0.00	574.75
Crescent City KOA	127.10	29.01	0.01	0.00	0.00	156.12
Crescent City Nursing & Rehab	28.07	0.00	0.00	0.00	0.00	28.07
Crescent City, Harbor	0.00	0.00	0.00	0.00	0.01	0.01
Crescent Electric	193.60	0.00	0.00	0.00	0.00	193.60
Crescent Fire Protection Dist.	-4.85	23.47	0.00	0.00	0.77	19.39
Crescent Land Title Co.	54.15	0.00	0.00	0.00	0.00	54.15
Crescent Senior Estates	82.55	0.00	0.00	0.00	0.00	82.55
DEBIT	0.00	0.00	0.00	0.00	190.46	190.46
Del Norte Ambulance	208.37	4.84	-39.37	0.00	0.00	173.84
Del Norte County Road Dept.	234.54	15.80	189.05	0.00	179.43	618.82
Del Norte Parks & Recreation	223.90	532.88	548.49	0.00	2,935.09	4,240.36
Del Norte Realty	36.97	0.00	0.00	0.00	0.00	36.97
Del Norte Roofing	128.49	692.36	0.00	0.00	0.00	820.85
Del Norte Solid Waste Mngmt	6.21	18.64	16.32	0.00	1,967.70	2,008.87
Del Norte Storage	0.00	41.45	0.00	0.00	0.00	41.45
Direct TV	0.00	9.67	6.91	0.00	0.00	16.58
DN Fire Safe Council	0.00	37.30	0.00	0.00	0.00	37.30
DN Unified School District	51.53	0.00	0.00	0.00	0.00	51.53
DNC Building Maintenance	6.90	24.86	0.00	0.00	109.23	140.99
DNC Code Enforcement - Blight	0.00	1,127.61	0.00	0.00	0.00	1,127.61
DNC Public Nuisance Abatement	0.00	7,638.12	0.00	0.00	0.00	7,638.12
Dutra Materials	0.00	0.00	9.67	0.00	0.00	9.67
Elk Valley Casino	0.00	21.92	0.00	-16.39	0.00	5.53
Elk Valley Rancheria	35.44	28.68	0.00	0.00	129.72	193.84
Elk Valley Storage	35.92	81.52	0.00	0.00	-33.14	84.30
Ellers Fort Dick Market	239.01	0.50	0.00	0.00	0.00	239.51
Extra Muscle - Joel Johnson	0.00	0.00	-39.81	0.00	0.00	-39.81
Fashion Blacksmith	74.61	0.00	0.00	0.00	0.00	74.61
FRANKLIN	6.90	0.00	0.00	0.00	0.00	6.90
Franklin's Plumbing	0.00	31.78	13.81	0.00	0.00	45.59
G. H. Outreach	126.93	173.85	-43.75	0.00	0.00	257.03
Golden State Construction	221.54	0.30	0.00	0.00	-0.30	221.54
Green Scapes	13.81	20.70	0.00	0.00	0.00	34.51
Griffin's Furniture Outlet	120.13	0.00	0.00	-0.10	0.00	120.03
Hambro/Waste Solutions Group	107.84	0.00	0.00	0.00	0.00	107.84

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Del Norte Solid Waste Management Authority
A/R Aging Summary
 As of March 31, 2013

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
	24.87	0.00	0.00	0.00	0.00	24.87
Hank's Hauling	277.81	1,048.92	308.11	0.00	0.00	1,634.84
HASP / Jordan Recovery Centers	0.00	0.00	0.00	0.00	127.60	127.60
Hintz Construction	26.25	0.00	0.00	0.00	0.00	26.25
Humane Society Of Del Norte	75.75	0.00	0.00	0.00	0.00	75.75
Humboldt Moving & Storage	88.20	226.51	0.00	0.00	0.00	314.71
Investment Realty	35.92	44.00	0.00	0.00	0.00	79.92
Jacob R. Crager	60.47	0.00	0.00	0.00	0.00	60.47
Klamath Transfer Station	29.01	0.00	0.00	0.00	0.00	29.01
Larson Services	0.00	0.00	0.00	0.00	1,885.22	1,885.22
Lehman Property Management	12.43	0.00	0.00	0.00	0.00	12.43
Lesina Trucking	0.00	23.49	0.00	0.00	0.00	23.49
Lighthouse Community Church	34.01	180.98	30.39	0.00	0.00	245.38
LNL Design and Construction	8.71	0.00	0.00	0.00	0.00	8.71
Lucero, Steven	0.00	0.00	0.00	0.00	0.17	0.17
Lucky 7 Casino	0.00	0.00	8.35	0.00	0.00	8.35
Malloroy Construction	0.00	0.00	0.00	0.00	-120.00	-120.00
Mark Wooding Construction	182.38	0.00	0.00	0.00	0.00	182.38
Mastaloudis Homes Inc.	269.42	0.00	0.00	0.00	0.00	269.42
McMurray & Sons Roofing	0.00	0.00	0.00	0.00	-16.10	-16.10
Ming Tree Real Estate	158.88	169.41	0.00	0.00	0.00	328.29
Moen Investments	109.15	13.82	0.00	0.00	0.00	122.97
Mountain Power Tree Co.	30.97	0.00	0.00	0.00	0.00	30.97
Mow Blow and Go	203.08	0.00	0.00	0.00	0.00	203.08
Murray Construction	75.42	0.00	0.00	0.00	0.00	75.42
Newey, Harold L.	17.91	485.55	232.11	0.00	72.14	807.71
Nlehoff Construction	0.00	0.00	0.00	0.00	296.70	296.70
Norbury Construction	17.96	70.47	0.00	0.00	0.00	88.43
North Coast Properties	88.57	0.00	0.00	0.00	0.00	88.57
North Woods Realty	0.00	6.90	0.00	0.00	0.00	6.90
Northcoast Marine Mammal Ctr.	27.63	0.00	0.00	0.00	0.00	27.63
Northridge Electric	320.24	0.00	0.00	0.00	0.00	320.24
Pacific Coast Realty & Prop.	78.74	70.45	0.00	0.00	0.00	149.19
Pappas Dry Wall	208.30	0.00	0.00	0.00	0.00	208.30
Peasley's Property Mang.	32.92	0.00	0.00	0.00	0.00	32.92
Pebble Beach Apartments	20.71	0.00	0.00	0.00	-0.72	19.99
Pelican Bay Evangelical Free Church	15.20	0.00	0.00	0.00	0.00	15.20
Plunkett's Family Painting	99.47	0.00	0.00	0.00	0.00	99.47
Ray's Mobile Home Service	92,306.03	0.00	0.00	0.00	0.00	92,306.03
Recology Del Norte (Franchise)	11,721.50	0.00	0.00	0.00	0.00	11,721.50
Recology Del Norte (Prison)	7,686.26	13,090.75	0.00	0.00	0.00	20,777.01
Red Sky Roofing	160.24	0.00	0.00	0.00	0.00	160.24
Redwood Community Action Agency	0.00	0.00	0.00	0.00	5,369.94	5,369.94
Redwood National Park	913.24	1,050.01	0.00	0.00	0.00	1,963.25
Reservation Ranch	935.36	147.83	0.00	0.00	0.00	1,083.19
Richterich & Jones Const	143.82	1,395.33	959.39	0.00	0.00	2,498.54
Ritchie Homes	0.00	46.55	0.00	0.00	0.00	46.55
Rogers, Luu T.	0.00	0.00	0.00	0.00	-5.00	-5.00
Ron's Hauling	236.25	693.56	0.00	0.00	0.00	929.81
Roy Rook Construction	6.90	0.00	0.00	0.00	0.00	6.90
Rumiano Cheese Company	47.84	0.00	0.00	-29.88	0.00	17.96
Rural Human Services	9.67	0.00	0.00	0.00	0.00	9.67
Schnacker's General Hauling	3.87	0.00	0.00	0.00	0.00	3.87
Seagull Apartments	6,594.36	0.00	0.00	0.00	0.00	6,594.36
Seawood Village	219.80	0.00	0.00	0.00	0.04	219.84
Shangri-la Trailer Court	163.03	0.00	0.00	0.00	0.00	163.03
Smith River Rancheria	46.97	0.00	0.00	0.00	0.00	46.97
Snoozie Shavings, Inc.	0.00	210.61	0.00	0.00	0.00	210.61
Sprint Courier Service	0.00	0.00	0.00	0.00	0.00	0.00
Spruce Haven Mobile Home Park	11.05	0.00	0.00	0.00	0.00	11.05
St. Joseph's Parish	222.86	113.81	-45.00	0.00	0.00	291.67
Stephen F White Gen.Cont. Inc.	252.03	0.00	0.00	0.00	0.00	252.03
Stone Roofing	0.00	0.00	0.00	0.00	-0.45	-0.45
Stremberg Realty	0.00	0.00	0.00	0.00	0.00	0.00
SWEEP ALOT	2,493.39	0.00	0.00	0.00	0.02	2,493.41
Tab & Associates	0.00	0.00	-20.40	0.00	-24.91	-45.31
Thermo Fluids, Inc. / Outbound OIL						

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Del Norte Solid Waste Management Authority
A/R Aging Summary
 As of March 31, 2013

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Thomas Gavin Construction	6.90	8.29	0.00	0.00	0.00	15.19
Tim Haban Construction	20.72	0.00	0.00	0.00	0.00	20.72
Totem Villa Apartments	69.08	0.00	0.00	0.00	-14.96	54.12
TRKLA/TRGAS BINS AND LF BINS	5,346.39	9,849.76	3,139.24	0.00	25,350.56	43,685.95
U.S. Forest Service-Gasquet CA	0.00	0.00	0.00	0.00	1,120.96	1,120.96
V Primo Construction	1,026.53	0.00	0.00	0.00	0.00	1,026.53
Van Arsdale Construction	918.76	0.00	0.00	0.00	0.00	918.76
Van Nocker's Cleaning	9.67	0.00	0.00	0.00	0.00	9.67
VISA	0.00	0.00	0.00	0.00	19.26	19.26
Wigley Contracting	11.05	0.00	0.00	0.00	0.00	11.05
Winn's Maintenance Service	0.00	0.00	0.00	0.00	-25.00	-25.00
Your Creation	0.00	0.00	0.00	0.00	1,092.66	1,092.66
Yurok Indian Housing Authority	180.39	123.07	0.00	0.00	-123.07	180.39
Yurok Tribe	230.49	205.86	0.00	0.00	0.00	436.35
TOTAL	<u>140,506.12</u>	<u>43,121.94</u>	<u>5,458.54</u>	<u>-95.63</u>	<u>41,235.15</u>	<u>230,226.12</u>

DNSWMA
 KLAMATH TRANSFER STATION - CHARGES
 March 2013

Date	Charge Name	Receipt #	Amount to	TOTAL
			422-421-91004	
March 06, 2013	Newey	474119	13.95	13.95
March 17, 2013	Newey	474120	22.36	22.36
March 20, 2013	Yurok Tribe IHA	474121	111.34	111.34
March 24, 2013	Newey	474122	25.16	25.16
March 27, 2013	Peasley Property Mgmt	474123	84.20	84.20
March 27, 2013	Yurok Tribe IHA	474124	49.39	49.39
March 27, 2013	Peasley Property Mgmt	474125	16.75	16.75
March 27, 2013	Yurok Tribe IHA	474126	19.66	19.66
				0.00
				0.00
				0.00
Totals		TOTAL	\$342.81	\$342.81

**DNSWMA
 GASQUET TRANSFER STATION - CASH
 March 2013**

Date	Amount to 422-421- 91004	TOTAL CASH AMOUNT
March 02, 2013	198.93	198.93
March 09, 2013	276.31	276.31
March 16, 2013	333.21	333.21
March 23, 2013	241.54	241.54
March 30, 2013	252.19	252.19
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
TOTALS	1,302.18	1,302.18

**DAILY TICKET REPORT
 DNSWMA TRANSFER STATION
 MONTH: MARCH 1 - 31, 2013**

	BEGIN	END	VOIDED TICKETS	TICKET COUNT
Date				
1	690900	691028		129
2	691029	691211	1	182
3	691212	691378		167
4	691379	691552		174
5	691553	691620	1	67
6	691621	691701		81
7	691702	691851		150
8	691852	691994		143
9	691995	692196	2	200
10	692197	692370	1	173
11	692371	692537	1	166
12	692538	692686		149
13	692687	692851		165
14	692852	692999		148
15	693000	693169	1	169
16	693170	693321		152
17	693322	693468		147
18	693469	693668		200
19	693669	693790		122
20	693791	693868		78
21	693869	694008	2	138
22	694009	694164	1	155
23	694165	694339		175
24	694340	694501		162
25	694502	694663		162
26	694664	694817	2	152
27	694818	694979	1	161
28	694980	695085		106
29	695086	695251		166
30	695252	695478	1	226
31	695479	695478		0
Closed: Easter				
TOTAL			14	4565

March 2013

REPORT

REVENUE

AUTHORITY

2012/2013

Source Authority Service Fees
 2011/2012 Actual Annual \$ 987,823.58
 Budget/Month \$ 76,020.00
 Budget/Year \$ 912,246.00

	Actual/Month		Comparison FYE12 & FYE13	Actual/Month		Over Budget
	2011/2012	2012/2013		2011/2012	2012/2013	
July	\$ 91,316.00	\$ 87,408.81	\$ (3,907.19)	\$ 87,408.81	\$ 11,388.81	
August	\$ 98,511.00	\$ 92,633.00	\$ (5,878.00)	\$ 92,633.00	\$ 16,613.00	
September	\$ 90,294.02	\$ 92,928.94	\$ 2,634.92	\$ 92,928.94	\$ 16,908.00	
October	\$ 81,444.29	\$ 82,747.57	\$ 1,303.28	\$ 82,747.57	\$ 6,727.57	
November	\$ 68,955.61	\$ 70,958.14	\$ 2,002.53	\$ 70,958.14	\$ (5,061.86)	
December	\$ 79,561.48	\$ 69,914.88	\$ (9,646.60)	\$ 69,914.88	\$ (6,105.12)	
January	\$ 86,911.76	\$ 76,314.02	\$ (10,597.74)	\$ 76,314.02	\$ 294.00	
February	\$ 72,975.87	\$ 67,164.38	\$ (5,811.49)	\$ 67,164.38	\$ (8,855.62)	
March	\$ 78,875.22	\$ 75,367.06	\$ (3,508.16)	\$ 75,367.06	\$ 652.94	
April	\$ 73,724.03					
May	\$ 83,672.34					
June	\$ 81,581.96					
Total	\$ 987,823.58	\$ 715,436.80		\$ 715,436.80	\$ 32,561.72	

Projected Annual Total \$ 935,915.00 \$ 41,669.00 Over Budget

W.A

COLLECTIONS CHANGE ORDER 3

CONTRACT: FRANCHISE AGREEMENT FOR SOLID WASTE AND RECYCLABLES
COLLECTION SERVICES FOR CRESCENT CITY AND DEL NORTE COUNTY,
CALIFORNIA

CONTRACTOR: RECOLOGY DEL NORTE, INC.
AUTHORITY: DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
SUBJECT: CPI-BASED RATE ADJUSTMENT

NATURE OF CHANGES: This Change Order grants Contractor an increase as described under section 7.02.B of the Agreement, based on 85% of the change in the Consumer Price Index for All Urban Consumers using the CPI Beginning Index for January 2011 (220.223), the CPI Extension Index for March 2013 (232.773). Using the formula in section 7.02.B, the extension adjustment factor is calculated to be (1.0484395). The new collection rates are attached as Schedule A (revised July 2013), and will be effective starting 01 July 2013, and are effective until further modified by the Authority Board.

Contract Time remains unchanged. The rates and services described in this Change Order may be offered to customers within the Franchise area once this Change Order has been approved and executed.

This Change Order makes the following changes to the Contract Price:
Contractor may collect amounts not to exceed the rates described on the next page of this Change Order from customers for the services described therein.

This Change Order is hereby approved:

DATE: _____

RECOLOGY DEL NORTE, INC.

Del Norte Solid Waste Management Authority

BY: _____
Tom Sparrow, General Manager

BY: _____
Rich Enea, Chair

Approved as to form:

BY: _____
Rick Holley, Secretary

BY: _____
Martha D. Rice, General Counsel

5.1

TO SIGN UP FOR THESE SERVICES, CALL RECOLOGY DEL NORTE AT (707) 464-4181

Schedule A: Recology Del Norte Collection Rates, starting July 2013

Monthly Rates for Weekly Residential & Multi-Family Collections		Monthly Rates for Weekly Commercial Collections	
Trash + Recycling	Brush Only	Recycling Only	Trash (including Recycling for >0.9 cy if Multi-Family)
20 Gallon Mini-cart on curb	\$ 19.71		\$ 38.47
20 Gallon Mini-cart off-curb	\$ 24.84		\$ 76.93
32 Gallon Cart on curb	\$ 24.66	\$ 9.79	\$ 134.64
32 Gallon Cart off-curb	\$ 30.82	\$ 12.24	\$ 133.86
64 Gallon Cart on curb	\$ 35.93	\$ 14.47	\$ 192.77
64 Gallon Cart off-curb	\$ 44.91	\$ 18.09	\$ 240.09
96 Gallon Cart on curb	\$ 52.06	\$ 21.94	\$ 347.65
96 Gallon Cart off-curb	\$ 65.08	\$ 27.43	\$ 435.12
			\$ 630.17
			\$ 2,128.78
			\$ 2,833.23
			\$ 3,540.70
			\$ 4,248.15
			\$ 2,689.55
			\$ 2,433.18
			\$ 10.99
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Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

Staff Report

Date: 23 April 2013
To: Commissioners of the Del Norte Solid Waste Management Authority
From: Tedd Ward, Program Manager *Tedd*
Subject: Potential and Process for Authority to Provide Certified Commercial Truck Weights

Recommendation: That the Authority Board direct staff to:

1. Draft a Rate Ordinance for providing Certified public scale services at the Del Norte County Transfer Station, and
2. Introduce this Rate Ordinance for review by the Authority Board at the next regular Authority meeting.

Background: At the March 2013 Authority meeting, consensus direction to staff was to continue investigations regarding the Del Norte County Transfer Station scales and weighmasters to provide public scale services, particularly with regard to costs and permitting requirements.

Analysis: In this analysis, staff will address several related topics, posed as questions:

1) **What are the application and training requirements to provide these services, and how that might change over the next 12 months?** To become a certified public scale able to provide commercial truck weight certificates, the Authority would also need to prepare and submit a Weighmaster License Application to the Dept. of Food and Agriculture, Division of Measurement Standards, including a draft Weighmaster certificate and an annual application fee of \$235 (\$75 plus \$20 for each of the eight Deputy Weighmasters). The Authority's Program Manager would serve as Weighmaster, and would train each gate attendant of the Del Norte County Transfer Station to be Deputy Weighmasters so this service would be available at all times the Transfer Station is open to the public. Training and testing is projected to take three hours for each Deputy Weighmaster, so the annual training and testing can be expected to cost \$318. As this would be an additional new duty for each gate

attendant, reclassification of these employees is recommended. For reclassification, Authority staff would confer with the County Personnel Department to review an updated job description, and rename these positions from Refuse Site Attendants to Weighmasters, with a 5% increase in pay. The projected cost for this reclassification is \$4,500 annually.

Applications instructions recommend that the Authority attach a draft Weighmaster Certificate with the application, and printing the needed sequentially numbered weighmaster certificates is expected to cost \$150 for 500 forms. Staff from the Division of Measurement Standards of the California Department of Food and Agriculture said that approving a completely new Weighmaster application generally takes four to six weeks, but the effective date (and thus the annual renewal date) for a new Weighmaster license is generally the date the application is postmarked. This application will not be submitted until the Board provides approval to start this service.

2) What are the record keeping and/or reporting requirements?

If approved as a certified public scale, the Authority would need to have a copy of the Weighmaster license, the Deputy Weighmaster licenses, and retain all copies of voided certificates, records, and related worksheets for at least four years. The County Department of Weights and measures would periodically inspect Authority records to confirm that these requirements are met.

3) What are the permitting and scale certification requirements?

This activity is entirely consistent with permitted ongoing activities at the Del Norte County Transfer Station, and staff have confirmed with Brian McNalley of the Del Norte County Environmental Health Department that this new activity is categorically exempt from the California Environmental Quality Act. The annual cost to certify the accuracy of the scales at the Del Norte County Transfer Station is \$624 annually. If there is a failure of a load cell or a circuit board on the scale, a service call can be expected to cost \$3,500 for a single service event. (The most recent such emergency scale service cost \$3,469.61 in May 2012.) So the projected annual scale certification costs are \$4,142.

4) What are the costs to provide these services? All the costs described above total \$9,327 annually, not including facility costs. Facility costs are allocated based on projected traffic – 540 customer annually projected to use certified scale services divide by the 53740 customer trips that used the Del Norte County Transfer Station in 2012 – representing approximately 1% of the vehicle trips to and from this facility. As certified scale services do not use the main transfer station service buildings, only one half of the Authority's traffic-apportioned facility costs are included, calculated to be an annual cost of \$5,982. Thus, **the total cost projection to provide certified scale services at the Del Norte County Transfer Station is projected to be approximately \$15,310 annually.**

5) What is the process and timelines to set, adopt and implement a rate if the Authority directs that we should offer such services.

This new additional service would require two new service rates, one for a certified weight with weight certificate, and another for a check weight, which would not include a certified weight certificate. To adopt a new rate under the rules of the recently amended Joint Powers Authority, the Authority Board, the Crescent City Council, the Del Norte County Board each must approve a Rate Ordinance. Staff recommend that the first reading of the draft ordinance be agendaized for action at the next Authority Board meeting, and that there would be a public notice with a summary of the ordinance published in the *Del Norte Triplicate* at least five days prior to that meeting. After Authority Board first reading, review and approval, the draft ordinance would then be sent separately to the City Council and County Board of Supervisors and agendaized for review and approval. If the City and County comments do not conflict, the Authority staff could revise the Ordinance per the comments from the City and County and then return to the City and County as necessary until both the City and County have ratified the same ordinance language. The Authority Board could then set and publicize the public hearing and agendaize the Rate Ordinance for second reading and adoption by the Authority Board, possibly in June or July. Authority staff would then publish in the *Del Norte Triplicate* a summary of the ordinance as adopted within 15 days of adoption and the Ordinance would go into effect not less than 30 days after adoption. This total process can be expected to take at least three to four months, with certified scale services provided starting at the first of August or September 2013.

6) What would be the rates for these services?

Hambro has been charging \$15 for a certified weight and \$10 for a check weight. They report that in 2012, approximately 35 customers requested certified weights per month, and 10 customers requested check weights each month. Thus presuming 420 certified weights and 120 check weights annually, the following rates are projected to generally cover the expenses described above:

Certified weight w/ certificate: \$33 ; Check weight: \$12

Alternative: 1. The Authority Board could adopt a position that the Authority will not provide certified commercial truck weights. Such an action might act as an incentive for other private companies to become a certified public scale, or it might result in a period of time when certified commercial truck weights could not be obtained in Del Norte County. During this time, people needing a certified weight from a public scale would likely need to travel to Arcata, where there are two public scales.

Fiscal Impact: The financial assumptions justifying the proposed rate are described within the body of this report. After adoption, the Authority budget would be modified to incorporate these projected revenues and expenses.

TRANSFER STATION OPERATIONS CHANGE ORDER 16

CONTRACT: AGREEMENT FOR OPERATIONS OF A TRANSFER STATION, RECOVERY,
TRANSPORTATION AND DISPOSAL OF WASTE FROM THE DEL NORTE COUNTY TRANSFER STATION,
DEL NORTE COUNTY, CA

CONTRACTOR: HAMBRO / WASTE SOLUTIONS GROUP
AGENCY: DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

SUBJECT: FEE ADJUSTMENTS BASED ON CPI

NATURE OF CHANGES: This Change Order revises the fees to be paid to contractor based on the changes to the Consumer Price Index as allowed under Division IV, section 5.A.i of the Agreement. The calculated extension adjustment factor is based on 80% of the change in the Consumer Price Index for All Urban Consumers using the CPI Beginning Index for July 2003 (183.9), and the CPI Extension Index for March 2013 (232.773). Using the formula in Division IV, section 5.A.i, the extension adjustment factor is calculated to be (1.21260685).

The new transfer station operations fees are described on the following page, and will be effective starting 01 July 2013, and will remain in effect until further modified by the Authority Board.

Contract Time: Remains unchanged.

Contract Price: this Change Order makes the following changes to the Contract Price:

Starting on 01 July 2013, Contractor will be paid for services provided at the Del Norte County Transfer Station based on the amount of service provided and the services fees described on the following page. The new service fees include all prior CPI-based adjustments to fees.

This Change Order is hereby approved:

DATE: _____

HAMBRO / Waste Solutions Group:

BY: _____
Wes White, President

ATTEST:

Corporate Secretary

Del Norte Solid Waste Management Authority:

BY: _____
Rich Enea, Chair

ATTEST:

Rick Holley, Secretary

Approved as to form:

BY: _____
Martha D. Rice, General Counsel

TRANSFER STATION OPERATIONS CHANGE ORDER 16

Material Type	Effective Day Rates				Adjusted Fees Prior to CO 16	Service Fees Starting July 2012				Total changes under CO 16	
	Operations	Transport	Recovery	Total Fee on Effective Date or Disposal		Operations	Transport	Recovery	Total Fee or Disposal		
Municipal Solid Waste											
Commercial, Franchise or Self-haul or mixed waste	per ton	\$ 33.21	\$ 23.37	\$ 23.49	\$ 77.07	\$ 91.92	\$ 36.63	\$ 23.34	\$ 28.48	\$ 93.46	\$ 1.53
Separated Recyclable Items											
Non-waxed corrugated cardboard	ton	\$ 2.00	\$ 0.00	\$ 8.00	\$ 10.00	\$ 11.93	\$ 2.43	\$ 0.00	\$ 9.70	\$ 12.13	\$ 0.20
Ferrous metals	ton	\$ 2.00	\$ 0.00	\$ 13.00	\$ 15.00	\$ 17.85	\$ 2.43	\$ 0.00	\$ 15.76	\$ 18.19	\$ 0.32
Non-ferrous metals	ton	\$ 2.00	\$ 0.00	\$ 8.00	\$ 10.00	\$ 11.93	\$ 2.43	\$ 0.00	\$ 9.70	\$ 12.13	\$ 0.20
Mixed metals	ton	\$ 2.00	\$ 0.00	\$ 13.00	\$ 15.00	\$ 17.85	\$ 2.43	\$ 0.00	\$ 15.76	\$ 18.19	\$ 0.32
Bulky Items:											
Appliance, Large and metal	each	\$ 2.00	\$ 0.00	\$ 14.00	\$ 16.00	\$ 19.06	\$ 2.43	\$ 0.00	\$ 16.98	\$ 19.40	\$ 0.32
Furniture, Bulky	handling fee each + weight charges	\$ 2.65	\$ 0.00	\$ 0.00	\$ 2.65	\$ 3.16	\$ 3.21	\$ 0.00	\$ 0.00	\$ 3.21	\$ 0.05
Mattresses or box springs	handling fee each + weight charges	\$ 5.25	\$ 0.00	\$ 0.00	\$ 5.25	\$ 6.27	\$ 6.33	\$ 0.00	\$ 0.00	\$ 6.33	\$ 0.10
Refrigerators	each	\$ 2.00	\$ 0.00	\$ 19.00	\$ 21.00	\$ 25.05	\$ 2.43	\$ 0.00	\$ 23.04	\$ 25.46	\$ 0.42
Tires:											
Small tires for scooters, small trailers, wheel barrows, etc.	each	\$ 0.51	\$ 0	\$ 2.74	\$ 3.25	\$ 3.88	\$ 0.62	\$ 0.00	\$ 3.32	\$ 3.94	\$ 0.05
Auto, pickup, motorcycle each no rims	each	\$ 0.59	\$ 0.00	\$ 3.00	\$ 3.59	\$ 4.17	\$ 0.61	\$ 0.00	\$ 3.64	\$ 4.24	\$ 0.07
Truck, no rim	each	\$ 0.60	\$ 0.00	\$ 6.50	\$ 7.10	\$ 8.35	\$ 0.61	\$ 0.00	\$ 7.83	\$ 8.49	\$ 0.14
Small tires for scooters, small trailers, wheel barrows, etc. with rims	each	\$ 1.02	\$ 0	\$ 2.93	\$ 4.00	\$ 4.77	\$ 1.24	\$ 0.00	\$ 3.61	\$ 4.85	\$ 0.03
Auto, pickup, motorcycle each with rims	each	\$ 1.00	\$ 0.00	\$ 4.00	\$ 5.00	\$ 5.96	\$ 1.21	\$ 0.00	\$ 4.85	\$ 6.06	\$ 0.10
Truck with rims	each	\$ 3.00	\$ 0.00	\$ 10.00	\$ 13.00	\$ 15.51	\$ 3.61	\$ 0.00	\$ 12.13	\$ 15.76	\$ 0.26
Oversize tires (>60" in diameter), no rim	each	\$ 5.00	\$ 0.00	\$ 70.00	\$ 75.00	\$ 89.45	\$ 6.05	\$ 0.00	\$ 84.88	\$ 99.56	\$ 1.48
Separated food & meat waste											
Dead Animals	ton	\$ 30.21	\$ 23.37	\$ 23.49	\$ 77.07	\$ 91.92	\$ 36.63	\$ 23.34	\$ 28.48	\$ 93.46	\$ 1.53
Fish Waste	ton	\$ 30.21	\$ 23.37	\$ 23.49	\$ 77.07	\$ 91.92	\$ 36.63	\$ 23.34	\$ 28.48	\$ 93.46	\$ 1.53
Mixed food and compostable paper	ton	\$ 30.21	\$ 23.37	\$ 23.49	\$ 77.07	\$ 91.92	\$ 36.63	\$ 23.34	\$ 28.48	\$ 93.46	\$ 1.53
Separated Compostable Materials											
Disposal of contained sewage sludge, screenings, grit or slummings	ton	\$ 30.21	\$ 23.37	\$ 23.49	\$ 77.07	\$ 91.92	\$ 36.63	\$ 23.34	\$ 28.48	\$ 93.46	\$ 1.53
Brush (no grass or stumps)	ton	\$ 7.00	\$ 3.85	\$ 16.15	\$ 27.00	\$ 32.20	\$ 8.43	\$ 4.67	\$ 19.58	\$ 32.74	\$ 0.54
Grass or leaves	ton	\$ 7.00	\$ 3.85	\$ 16.15	\$ 27.00	\$ 32.20	\$ 8.43	\$ 4.67	\$ 19.58	\$ 32.74	\$ 0.54
Untreated wood or lumber	ton	\$ 7.00	\$ 3.85	\$ 16.15	\$ 27.00	\$ 32.20	\$ 8.43	\$ 4.67	\$ 19.58	\$ 32.74	\$ 0.54
Stumps	ton	\$ 7.00	\$ 8.00	\$ 20.00	\$ 35.00	\$ 41.74	\$ 8.43	\$ 9.70	\$ 24.25	\$ 42.44	\$ 0.70
Textiles	ton	\$ 30.21	\$ 23.37	\$ 23.49	\$ 77.07	\$ 91.92	\$ 36.63	\$ 23.34	\$ 28.48	\$ 93.46	\$ 1.53
Separated "Inert" Rocks & Soils											
Asphalt	ton	\$ 12.00	\$ 8.00	\$ 6.50	\$ 25.50	\$ 30.41	\$ 14.55	\$ 9.70	\$ 6.67	\$ 31.92	\$ 0.51
Concrete, no steel	ton	\$ 12.00	\$ 8.00	\$ 8.00	\$ 28.00	\$ 33.40	\$ 14.55	\$ 9.70	\$ 9.70	\$ 33.95	\$ 0.56
Clean soil or sand, or harbor dredge	ton	\$ 12.00	\$ 8.00	\$ 6.50	\$ 25.50	\$ 30.41	\$ 14.55	\$ 9.70	\$ 6.67	\$ 31.92	\$ 0.51
Street sweepings	ton	\$ 30.21	\$ 23.37	\$ 23.49	\$ 77.07	\$ 91.92	\$ 36.63	\$ 23.34	\$ 28.48	\$ 93.46	\$ 1.53
Special Wastes											
Autoclaved and containerized medical wastes	ton	\$ 30.21	\$ 23.37	\$ 23.49	\$ 77.07	\$ 91.92	\$ 36.63	\$ 23.34	\$ 28.48	\$ 93.46	\$ 1.53
non-fragile asbestos	ton	\$ 51.63	\$ 23.37	\$ 23.49	\$ 98.49	\$ 117.47	\$ 62.61	\$ 23.34	\$ 28.48	\$ 119.43	\$ 1.93
Electronic appliances w/o CRTs	ton	\$ 30.21	\$ 23.37	\$ 23.49	\$ 77.07	\$ 91.92	\$ 36.63	\$ 23.34	\$ 28.48	\$ 93.46	\$ 1.53
Construction Debris											
Trailers, modular homes	ton	\$ 63.21	\$ 23.37	\$ 23.49	\$ 127.07	\$ 151.96	\$ 97.25	\$ 23.34	\$ 28.48	\$ 154.06	\$ 2.53
Asphalt roofing	ton	\$ 30.21	\$ 23.37	\$ 23.49	\$ 77.07	\$ 91.92	\$ 36.63	\$ 23.34	\$ 28.48	\$ 93.46	\$ 1.53
Carpet, Clean and Rolled	ton	\$ 33.21	\$ 0.00	\$ 0.00	\$ 33.21	\$ 36.05	\$ 36.63	\$ 0.00	\$ 0.00	\$ 36.63	\$ 0.60
Commercial Compact Fluorescent Tubes, each	each	\$ 0.23	\$ 0.22	\$ 0.54	\$ 1.00	\$ 1.11	\$ 0.23	\$ 0.24	\$ 0.61	\$ 1.15	\$ 0.02
Commercial Fluorescent Tubes, each 4	each	\$ 0.65	\$ 0.27	\$ 1.03	\$ 2.00	\$ 2.21	\$ 0.73	\$ 0.30	\$ 1.21	\$ 2.24	\$ 0.04
Commercial Fluorescent Tubes, each 6	each	\$ 1.19	\$ 1.03	\$ 1.73	\$ 4.00	\$ 4.41	\$ 1.33	\$ 1.21	\$ 1.94	\$ 4.49	\$ 0.07
Mixed construction debris	ton	\$ 30.21	\$ 23.37	\$ 23.49	\$ 77.07	\$ 91.92	\$ 36.63	\$ 23.34	\$ 28.48	\$ 93.46	\$ 1.53
Household hazardous wastes:											
Used motor oil	quart										
Used oil filters	each										
Ethylene glycol antifreeze	quart										
Non-aerosol latex paint	gallon										
Lead acid batteries	each										
CRTs, televisions, computer monitors	each										
Residential fluorescent tubes	each										

The items listed at left will be accepted
without charge at the Transfer Station
every day the facility is open



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531

Phone (707) 465-1100 Fax (707) 465-1300

April 19, 2013

To: Board of Commissioners, Del Norte Solid Waste Management Authority
From: Kevin Hendrick, Director *Ken*
RE: Appointment of Public Member

RECOMMENDATION: Interview and select a public member to serve on the Del Norte Solid Waste Management Authority Board of Commissioners and refer this recommendation to the City Council and Board of Supervisors for ratification

BACKGROUND: The Joint Powers Agreement provides for the appointment of a member of the public to serve as a Commissioner on the Del Norte Solid Waste Management Authority Board. This member may be selected by the other four appointed Commissioners, subject to ratification of the member agencies.

DISCUSSION:

At the March 26 meeting of the Del Norte Solid Waste Management Authority Board of Commissioners, staff was directed to publish a legal notice to recruit applicants for the public Board member. Seven applications have been received (attached) and they have all been notified of the interview on April 23 at 3:30.

The Board Chair has defined the process to provide for 3 general questions to be asked each applicant. Applicants will be taken one at a time in a randomly assigned order and will be asked to wait outside the meeting to avoid any disadvantage to the order selected. Commissioners will be provided a rating sheet and will be asked to rank each candidate. The result of these rankings will be summarized as a preliminary step to provide guidance to the Commissioners. The final selection requires a motion, second and majority vote to make the selection. Once an applicant is selected, this recommendation must be referred to the City Council and Board of Supervisors for final approval.

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
APPLICATION FOR APPOINTMENT

PUBLIC MEMBER DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

PLEASE FILE THIS APPLICATION WITH THE CLERK OF THE BOARD AT:

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
1700 STATE STREET
CRESCENT CITY, CA 95531
707 465 1100

NAME OF APPLICANT: David Alvarez
First Last

ADDRESS: 439 Mc Namara Ave. cell-1-707-458-5105

WORK PHONE: 1-800-359-0780 HOME PHONE: 1-707-464-5124

1. Background experience and interests. Please indicate past volunteer or paid involvement with community, civic, or social groups that pertain to this position. Resumes may be attached to this application:

CAL-TRAN ADOPT-A-HIGHWAY - Del Norte C.U.H.W.

2. Current Employment: C.U.H.W. Orientation Rep. Del Norte county

3. Employment experience pertinent to this position (please feel free to attach a resume):
Vice-Chair of California united Homecare workers. Del Norte

4. Education. Indicate the highest grade level achieved and any schooling that may be pertinent to this position, including any certificates or specialized training:

Del Norte High 1990 Housing construction inspection TSA maintenance Supervisor

5. Why are you interested in this position? Please indicate the number of hours per month/week that you can commit to this position:

To learn and to pass on ways to keep Del Norte County beautifully. For the Spanish people of Del Norte county. I'm open as long as I know ahead of time

David Alvarez
Applicant Signature Date

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
APPLICATION FOR APPOINTMENT

PUBLIC MEMBER DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

PLEASE FILE THIS APPLICATION WITH THE CLERK OF THE BOARD AT:

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
1700 STATE STREET
CRESCENT CITY, CA 95531
707 465 1100

NAME OF APPLICANT: Mary Wilson

ADDRESS: 304 Hwy 101 So. (mailing), Crescent City

WORK PHONE: (707)954-7211 Cell HOME PHONE: (707)464-5616

1. Background experience and interests. Please indicate past volunteer or paid involvement with community, civic, or social groups that pertain to this position. Resumes may be attached to this application:

Past Volunteer positions: Solid Waste Task Force Chair (3/12-2/13); Grand Jury member (wrote report on sewage plant); Chamber of Commerce Marketing Chair; Del Norte County Fair Board appointee; "Captain Cleanup" board member.

2. Current Employment: Owner Ocean World

3. Employment experience pertinent to this position:

Private business owner with fiscally sound business practices—analyze budgets and cost assessment benefits; maintain quality and cash control measures. Successfully managed closure of superfund clean-up site.

4. Education. Indicate the highest grade level achieved and any schooling that may be pertinent to this position, including any certificates or specialized training:

Cal. State University Sacramento Bachelor Degree in Business Administration with concentration in Finance.

Completed courses in contract law; obtained Real Estate Brokers license.

5. Why are you interested in this position? Please indicate the number of hours per month/week that you can commit to this position:

I believe it is important to encourage consumers and business by giving cost-saving opportunities versus overbearing regulations and penalties. Our community benefits by aligning economically with the consumers instead of being at odds with them. A well managed program should create a balance of a sanitary community along with providing helpful services to the consumers at a reasonable cost.

Mary Wilson 4-9-13
Applicant Signature Date

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
APPLICATION FOR APPOINTMENT

PUBLIC MEMBER DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

PLEASE FILE THIS APPLICATION WITH THE CLERK OF THE BOARD AT:

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
1700 STATE STREET
CRESCENT CITY, CA 95531
707 465 1100

NAME OF APPLICANT: KEVIN FALLON
First Last

ADDRESS: 160 GRACE LANE CRESCENT CITY

WORK PHONE: 707-327-9199 HOME PHONE: 707-464-6840

1. Background experience and interests. Please indicate past volunteer or paid involvement with community, civic, or social groups that pertain to this position. Resumes may be attached to this application:

SEE ATTACHED FOR ALL RESPONSES
TO QUESTIONS

2. Current Employment: _____

3. Employment experience pertinent to this position (please feel free to attach a resume):

4. Education. Indicate the highest grade level achieved and any schooling that may be pertinent to this position, including any certificates or specialized training:

5. Why are you interested in this position? Please indicate the number of hours per month/week that you can commit to this position:

Kevin Fallon 04/10/2013
Applicant Signature Date

Kevin Fallon
160 Grace Lane
Crescent City, CA 95531

1. Currently contributing on a volunteer basis, after being invited to join a committee of local business owners and chamber members formed under the Crescent City-Del Norte County Chamber of Commerce and Visitors Bureau. Main objectives of the committee are to develop and implement new and viable marketing strategies with a goal of bringing more visitors to the area.
2. Own and operate Crescent City Redwoods KOA
3. In 1985 I started and operated Zephyr Express, a specialized transportation and logistics company. Zephyr Express provided storage, order fulfillment and delivery services to California based wineries, national importers and distributors. When I sold the company in 2005, Zephyr Express maintained locations in Anaheim, North Hollywood, American Canyon and Windsor with over 125 employees.
4. Graduated from Roosevelt High School in Johnstown, Colorado. While operating Zephyr Express, I attended numerous business oriented seminars covering business finance, employee management, real estate principles and lease negotiations.
5. I am interested in this position because I know that the Solid Waste Management Authority provides a necessary service to the members of the community and would like to contribute my applied business expertise towards maintaining a viable and affordable means of waste management for the residents of the county. If considered for appointment, I would ask for an anticipated agenda of meetings and other required participation allowing a decision regarding acceptance based on projected time required to serve on the committee.

Sincerely,



Kevin Fallon

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
APPLICATION FOR APPOINTMENT

PUBLIC MEMBER DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

PLEASE FILE THIS APPLICATION WITH THE CLERK OF THE BOARD AT:

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
1700 STATE STREET
CRESCENT CITY, CA 95531
707 465 1100

NAME OF APPLICANT: Warren Rehwaldt
First Last

ADDRESS: P.O. Box 245 Crescent City

WORK PHONE: 707 843 9155 HOME PHONE: 707 458 3207

1. Background experience and interests. Please indicate past volunteer or paid involvement with community, civic, or social groups that pertain to this position. Resumes may be attached to this application:

Public Health Officer (2001 - 2004) - Del Norte County
- current chair, First Fire Commission, member since 2007
- former Chief of Staff, Sutter Coast Hospital

2. Current Employment: physician, Del Norte Community Health Center

3. Employment experience pertinent to this position (please feel free to attach a resume):

(see above)

4. Education. Indicate the highest grade level achieved and any schooling that may be pertinent to this position, including any certificates or specialized training:

doctor of medicine (University of Minnesota, 1989)

5. Why are you interested in this position? Please indicate the number of hours per month/week that you can commit to this position:

- as past health officer, I have some familiarity
with ongoing waste disposal & monitoring issues.
- 4-6 hours/month

[Signature]
Applicant Signature

4/11/13
Date

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
APPLICATION FOR APPOINTMENT

PUBLIC MEMBER DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

PLEASE FILE THIS APPLICATION WITH THE CLERK OF THE BOARD AT:

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
1700 STATE STREET
CRESCENT CITY, CA 95531
707 465 1100

NAME OF APPLICANT: Ray Martell

ADDRESS: 265 Lexington Court, Crescent City, CA 95531

WORK PHONE: 707-482-1822 x1012 HOME PHONE: 707-464-2556

1. Background experience and interests. Please indicate past volunteer or paid involvement with community, civic, or social groups that pertain to this position. Resumes may be attached to this application:

I am currently serving as a member of the Del Norte Solid Waste Task Force. Prior term on Crescent City Council, on which I served on the Solid Waste Management Authority as both a member and as Chair of the board. Served two terms on the Crescent City Harbor Commission.

2. Current Employment:

Assistant Director, Yurok Tribe Environmental Program, Pollution Prevention Division.

3. Employment experience pertinent to this position (please feel free to attach a resume):

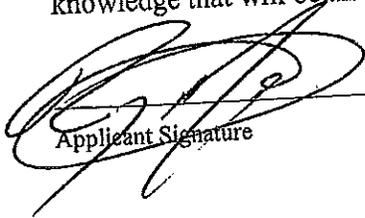
As the AD for the Pollution Prevention Program, I am responsible for the day to day operations of the Weitchpec Transfer Station, the Tribal trash collection service known as the "Blue Bag" program, a comprehensive recycling program, illegal dumpsite clean ups, site assessments, community outreach and education regarding recycling and illegal dumping, hazardous waste events, e-waste events, tire round ups, UST inspections, emergency response for petroleum and Hazardous waste spills, ground water monitoring for contaminants, coordinate the yearly Klamath River Clean Up and other public events. Prepare, submit, budget and retain State and Federal grants for our program.

4. *Education. Indicate the highest grade level achieved and any schooling that may be pertinent to this position, including any certificates or specialized training:*

Please see attached resume and Certificates

5. *Why are you interested in this position? Please indicate the number of hours per month/week that you can commit to this position:*

I feel that I am proficient in solid waste, solid waste management, pollution prevention, transfer station operations and the understanding of governmental boards. I feel that I have professional knowledge that will be an asset to this board. 2 to 5 hours per week.



Applicant Signature

Date

4/10/13

Ray Martell

Yurok Tribe
Environmental
Program
190 Klamath Blvd.
Klamath, CA, 95548
707-482-1822
x1012
707-460-3248 C
rmartell@
yuroktribe.nsn.us

Experience:

Assistant Director: Pollution and Prevention Division YTEP

December 2008 to Present, Yurok Tribe, Klamath, CA.

- Coordinated and supervised remediation efforts, including groundwater sampling events at Requa, California, a formerly used defense site (FUDS).
- Maintain an inventory of Underground Storage Tanks (USTs) as well as other potential sources of contamination on the Yurok Indian Reservation.
- Coordinated cleanup efforts with multiple federal, state and local agencies for sites located within the reservation boundaries.
- Acquiring and maintaining several grants for such activities as solid waste and emergency response, FUDS remediation, solid waste management and illegal dumpsite cleanups.
- Review and prepare All Appropriate Inquiries documents (Phase I Environmental Site Assessments) for potential Brownfields reclamation sites.
- Pollution Prevention Division focuses on protecting Yurok Reservation resources and lands through the integrated prevention and remediation of solid and hazardous waste. Programs in this division include the Underground Storage Tank Program, Solid Waste Management, Recycling, Source Water Assessment and Protection, Hazardous Materials Response, Environmental Complaints Investigation

Environmental Director / Economic Development Coordinator / Community Relations.

November 2001 to April 2008, Elk Valley Rancheria, Crescent City, CA.

- Assure that the Rancheria and all its entities comply with local, state and federal environmental laws. Comply with all applicable permitting for various projects. Assure that the Rancheria complies with NEPA regulations.
- Research, develop and implement Economic Development ventures within the Tribe and with outside sources: various investors, government agencies and other Tribes.
- Professionally and respectfully represent the Tribe in business and governmental relations both internally and externally. Act as a liaison between the Rancheria and various county, state and federal agencies.
- Develop and maintain relationships with public and private agencies and governments as related to Economic Development. Present potential Economic Development opportunities to the Tribal Council.
- Respond to inquires and develops grants, technical assistance and enforcement of oversight to the Tribal Council.
- Training and assistance as related to OSHA and safety standards as required by state and federal laws. This includes all of the tribally owned businesses and the Tribal Government. (Del Norte Golf Course, Hiouchi RV Resort, First Chance Liquors, Tsunami Lanes, Tsunami Sports Bar, Elk Valley Rock, Elk Valley Casino).
- Provide Economic Development support for all of the tribally owned businesses and the Tribal Government.
- In cooperation with the U.S. Fish and Wildlife Service, provide assistance with environmental monitoring of sensitive habitats and areas.

Environmental Microbiologist II.

April 1996 to September 2001, Southern Nevada Water Authority, Boulder City, NV

- Water quality monitoring of various sources of drinking and waste waters.
- EPA Certified Method 1623 for the detection of *Giardia* and *Cryptosporidium* in drinking water. Used various detection methods including: IFA, PCR, Cell Culture, Immunomagnetic Separation and media based methods. Developed a dual fluochrome detection method for *Giardia* and *Cryptosporidium* detection.
- California and Nevada certified for the Detection of Bacterial Pathogens in Drinking Water.

Jr. Environmental Microbiologist.

September 1994 To March 1996, BioVir Laboratories Inc, Benicia, CA.

- Water quality monitoring of various sources of drinking and waste waters.
- Used various analytical methods to detect the presence of Bacteria, Viruses, Fungi, and Protozoa including: Media based, Cell Culture, Performance based methods, IFA and PCR.
- Cell Culture techniques for the production of Monoclonal Antibodies.

Analytical Pharmaceutical Chemist.

September 1993 to August 1994, ALZA Corporation, Vacaville, CA.

- Pharmaceutical Drug Production Quality Assurance testing.
- Used various instrumentation including: HPLC, Spectrometry, Gas Chromatograph.

Education:

September 1988 to May 1993, Humboldt State University, Arcata, CA.

- Bachelor of Science (BS),
Environmental Sciences with a Degree in Biology.

Other Experience:

- ASTM International "Phase I - II Environmental Site Assessments for Commercial Real Estate. Certificate of Completion, February 2010.
- California-Nevada American Water Works Association (CAL-NEVA AWWA) Water Quality Analyst Grade 2 Certificate.
- State of California Department of Pesticide Regulations Pesticide Applicators License (QAC).
- OSHA 40-Hour Hazardous Waste Operations and Emergency Response training (HAZWOPER).
- American Red Cross Adult CPR training.

California Specialized Training Institute



Certificate of Training

This is to certify that

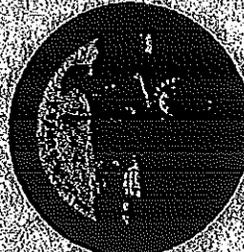
Ray Martell

Has successfully completed the 40 hour Hazardous Materials Course

Hazardous Materials Investigations

Certified under Chapter 7 of Division 1 Title 2
California Government Code 8574.19-23


William J. Hatch, CSIT Director





CSIT Course Manager

1/14-18/13
Date

304
Certificate Number


Richard Robles, Hazardous Materials Training Chief

INSTITUTE FOR TRIBAL ENVIRONMENTAL PROFESSIONALS
Tribal Waste and Response Assistance Program (TWRAP)

CERTIFICATE OF COMPLETION

Awarded to

Ray Martell

For completing a TWRAP Course:

*Compliance and Enforcement for
Tribal Response, Superfund and LUST Programs*

January 29-31, 2013 San Diego, CA



Ann Marie Chischilly, TWRAP Executive Director



Tribal Solid Waste Education and
Assistance Program (TSWEAP)

CERTIFICATE OF COMPLETION

Presented to

Ray Martell

For the completion of the TSWEAP Training Course:

Addressing and Managing
Illegal Dumps in Indian Country

Portland, OR May 24--26, 2011

Ann Marie Chiscomb, TSWP Executive Director

Scott C. Munk
Director, Education Services

James H. Thomas
President

February 2-4, 2010
Albuquerque, NM

**Environmental Site Assessments for
Commercial Real Estate
Phase I - II**

for successful completion of
the course on
Is Awarded 2.1 CEUs

Ray Martell





www.nesglobal.net

Certificate of Completion

Ray Martell

has successfully completed training in

Hazardous Materials Sampling

presented by

NES, Inc.

Jerry Bucklin

Instructor - Jerry Bucklin

10/22/09

Date

DEPARTMENT of HEALTH and HUMAN SERVICES
PUBLIC HEALTH SERVICE
INDIAN HEALTH SERVICE
ENVIRONMENTAL HEALTH SUPPORT CENTER

RAY MARTELL

HAS SUCCESSFULLY COMPLETED

SUSTAINABLE SOLID WASTE MANAGEMENT OPERATIONS COURSE
JULY 14-16, 2009 – PORTLAND, OREGON

18 CEUS AWARDED



Colleen Yazzie
Engineer Consultant, EHSC



www.nesglobal.net

Certificate of Completion

Ray Martell

has successfully completed training in

Uniform Hazardous Waste Manifest 49 CFR 172.205/40 CFR 262

presented by

NES, Inc.

Instructor - Earl Thomas

12-21-11

Date

Contact Hours: 8

Agency for Toxic Substances and Disease Registry
and
The American College of Medical Toxicology

Certify that

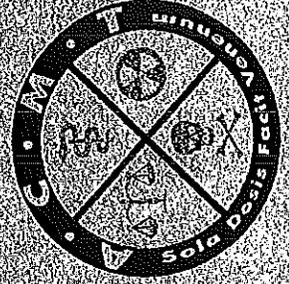
RAY MARTELL

Participated in the educational course:

*"The Environmental and Health Consequences of
Clandestine Methamphetamine Laboratories"*

Rancho Cordova, California

August 27th, 2009



Lobby Viann

Lobby Viann
ATSDR Regional Representative
ATSDR/ACMT Network Region 9 Liaison
San Francisco, CA

ATSDR
AGENCY FOR TOXIC SUBSTANCES
AND DISEASE REGISTRY



www.nesglobal.net

Certificate of Completion

Ray Martell

has successfully completed training in

Clandestine Laboratory Awareness

presented by

NES, Inc.

1141 Sibley Street Folsom, CA 95630

Jerry Bucklin

Instructor - Jerry Bucklin

11/1/12

Date

Contact Hours: 4

RECEIVED

JAN 07 2013

HUMAN RESOURCES

Certificate of Training

presented to

Ray Martell

Completed Training on
December 19, 2012

Annual 8 Hr Refresher Due
December 2013

Hazardous Waste Operations and Emergency Response

Pursuant to the California Code of Regulations, Title 8, Section 5192, Ray Martell has completed 8 hours of specialized hazardous waste operations management training on such topics as, but not limited to, the employer's safety and health program, employee training program, PPE program, spill-containment program, and health hazard monitoring procedure and techniques, training under the Guidelines as set forth in the above section and has demonstrated competency to the satisfaction of the instructor. This training meets or exceeds the requirements established by OSHA for Supervisor, 8 hour refresher, Hazard Communication, and First Responder Operations Level, U.S. DOT for General Awareness and Safety, and EPA for Community Right to Know Business Plan/Contingency Plan Training.

This training sponsored by

Northern California Safety Consortium
1982 Central Ave., McKinleyville, CA 95519



Kils Brown, Program Director

Yurok Tribe, Supervisor



Inter Tribal Council of Arizona, Inc.
Underground Storage Tanks Compliance Assistance and Training Support Program

CERTIFICATE OF TRAINING

This certificate is issued to

Ray Martell

For successfully completing the

Module I—UST Installation Training

The Module I—UST Installation Training was held February 28-29, 2012, in St. Petersburg, Florida. The training consisted of classroom instruction, group participation, and pre/post training assessment. The UST CATS Program is funded by the U.S. Environmental Protection Agency — Office of Underground Storage Tanks, and administered by the Inter Tribal Council of Arizona, Inc.


John R. Lewis
Executive Director

Date

6-8-2012



Date

Elaine H. Wilson
Environmental Quality Programs Director



Inter Tribal Council of Arizona, Inc.
Underground Storage Tanks Compliance Assistance and Training Support Program

CERTIFICATE OF TRAINING

This certificate is issued to

Ray Martell

For successfully completing the

Module II—UST Operations and Maintenance Training

The Module II—UST Operations and Maintenance was held July 26-28, 2011, in Raleigh, North Carolina. The training consisted of classroom instruction, group participation, and pre/post training assessment. The UST CATS Program is funded by the U.S. Environmental Protection Agency — Office of Underground Storage Tanks, and administered by the Inter Tribal Council of Arizona, Inc.

John R. Lewis 6-8-2012
John R. Lewis
Executive Director

Elaine H. Wilson 6-8-2012
Elaine H. Wilson
Environmental Quality Programs Director

Date

Date



Inter Tribal Council of Arizona, Inc.
Underground Storage Tanks Compliance Assistance and Training Support Program

CERTIFICATE OF TRAINING

This certificate is issued to

Ray Martell

For successfully completing the

Module III—UST Decommissioning and Removal Training

The Module III—UST Decommissioning and Removal was held December 8-9, 2010, in Glendale, Arizona. The training consisted of classroom instruction, group participation, and pre/post training assessment. The UST CATS Program is funded by the U.S. Environmental Protection Agency — Office of Underground Storage Tanks, and administered by the Inter Tribal Council of Arizona, Inc.


John R. Lewis
Executive Director

6-8-2012
Date


Elaine H. Wilson
Environmental Quality Programs Director

6-8-2012
Date

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
APPLICATION FOR APPOINTMENT

PUBLIC MEMBER DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

PLEASE FILE THIS APPLICATION WITH THE CLERK OF THE BOARD AT:

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
1700 STATE STREET
CRESCENT CITY, CA 95531
707 465 1100

NAME OF APPLICANT: Sally Roy
First Last

ADDRESS: PO Box 5, Fort Dick CA 95538

WORK PHONE: 464-0293 HOME PHONE: 465-3314

1. Background experience and interests. Please indicate past volunteer or paid involvement with community, civic, or social groups that pertain to this position. Resumes may be attached to this application:

Interests: gardening, travelling, quilting.
Volunteering: Crescent City Little League, Del Norte Youth Soccer

2. Current Employment: Head Counselor, DNHS, DNCUSD

3. Employment experience pertinent to this position (please feel free to attach a resume):

As a school Counselor I have served on numerous committees which often had divergent viewpoints and needed to come to a consensus.

4. Education. Indicate the highest grade level achieved and any schooling that may be pertinent to this position, including any certificates or specialized training:

Masters Degree. Formerly a Certified Professional Counselor.

5. Why are you interested in this position? Please indicate the number of hours per month/week that you can commit to this position:

I would like to contribute to our community. DNSWA is an integral service and I can bring experience of mediating conflicting interests and determining effective resolutions.

Sally Roy 4-12-13
Applicant Signature Date

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
APPLICATION FOR APPOINTMENT

PUBLIC MEMBER DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

PLEASE FILE THIS APPLICATION WITH THE CLERK OF THE BOARD AT:

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
1700 STATE STREET
CRESCENT CITY, CA 95531
707 465 1100

NAME OF APPLICANT: RALPH DICKEY
First Last

ADDRESS: P. O. Box 1136, Crescent City, CA 95531

WORK PHONE: (707) 827-5036 HOME PHONE: (707) 218-7009

1. Background experience and interests. Please indicate past volunteer or paid involvement with community, civic, or social groups that pertain to this position. Resumes may be attached to this application:

From 1994 to date I have been a real estate investor and General Building Contractor, with a Class B License. From 1993 through 2000 I was a Captain in the fire department, with a specialty in hazardous material handling. Since July 5, 2012, I have been serving on the Solid Waste Task Force.

2. Current Employment: Self-employed. General Contractor.

3. Employment experience pertinent to this position (please feel free to attach a resume):

See Background experience above.

4. Education. Indicate the highest grade level achieved and any schooling that may be pertinent to this position, including any certificates or specialized training:

I have all the fire certificates, and have been a Haz-Mat instructor in apx. 2000.

5. Why are you interested in this position? Please indicate the number of hours per month/week that you can commit to this position:

I want to be sure this community is well and safely served. With my background in construction/fire/haz-mat and real estate, I believe I am uniquely qualified to accomplish this. Time: as necessary.


Ralph E. Dickey
Applicant Signature

Date
4-12-2013



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

April 19, 2013

To: Board of Commissioners, Del Norte Solid Waste Management Authority
From: Kevin Hendrick, Director *Kevin*
RE: Review of the Budget Status for Fiscal Year 2012/2013 and Process for Preparing the FY 2013/2014 Budget

RECOMMENDATION: No action required

BACKGROUND: In order to provide context for preparing a draft budget for Fiscal Year 2013/2014, it would be helpful to review the status of the current year budget at this Board meeting. As you know the budget for the Del Norte Solid Waste Management Authority is approved separately from the County budget. Our budget is approved before June 30 and the final County budget is usually not approved until September or October.

Prior to final adoption of the Authority in June, the proposed budget will be presented to the City Council and Board of Supervisors for comment. Any written comments approved by the City or the County will be brought to the Authority Board for consideration before adopting the final budget.

DISCUSSION:

The proposed budget for Fiscal Year 2013/2014 will be presented at the Authority meeting on May 28 and follow up with a presentation to the City Council on June 3 and the Board of Supervisors on June 11. Any approved written comments provided by the City or County will be brought back to the Authority Board for consideration prior to adopting the final budget at the June 25 Authority Board meeting.

It is important to understand that the Authority budget is separate from the County budget. While our budget does not directly affect the County budget, the County budget can have an impact on us. For example for the current fiscal year the County adopted their budget after the Authority budget was approved. In the process of planning the County budget, the County decided that an increase in insurance costs needed to be passed on to all County departments. Although we are a separate agency and not a county department, this cost was also assessed to our budget, without Authority Board approval. This increase is \$24,000 for this current fiscal year and was not budgeted. This will possibly result in a deficit at the end of the year.

While we appreciate the services that are provided to the Authority, under the terms of the MOU with the County (see item 7.3), it seems like the Authority Board should have approved this increase before it was assessed. However, this increase has been charged retroactively to the beginning of the fiscal year. For the next fiscal year we can plan for this amount, if it does not change again.

Last Friday, I received cost estimates from the County Auditor for pay and benefits for FY13/14. After I received the preliminary estimates I noticed that the County still has 9 employees allocated for the Authority. Due to a staffing reduction several years ago, we currently have only 8 employees. Since the County is using 9 employees to calculate our personnel costs, we need to have the Authority Board officially reduce the staffing from 9 to eight. (See item 7.5) This will reduce our projected personnel costs for the next fiscal year. I am also waiting for insurance estimates from the County personnel Department. These numbers will be incorporated into a proposed budget that will be presented at the May Authority meeting.

At the Board meeting I will provide more details regarding the status of this year's budget and the general financial strength of the agency, in the hope that this will provide context for considering the budget for next year.



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

April 19, 2013

To: Board of Commissioners, Del Norte Solid Waste Management Authority
From: Kevin Hendrick, Director *Kevin*
RE: Review of Authority Pay, Benefit and Personnel Policies

RECOMMENDATION: No action required

BACKGROUND: At the last Board meeting there seemed to be confusion over how the Authority follows County pay and benefit policies. Attached is the memorandum of Understanding (MOU) between the Del Norte Solid Waste Management Authority and Del Norte County for Services. Also included with this report is a copy of the MOU between the Authority and the Authority employees. This document mirrors county policies for pay, benefits and personnel and was approved by the Authority Board.

DISCUSSION:

The Memorandum of Understanding For Services Between the County of Del Norte and the Del Norte Solid Waste Management Authority was approved in 1994. This MOU defines Authority employees as "conditional employees" and defines expectations of this relationship. Section 2 states, "All decisions regarding selection, termination, initial or continued employment, salary, benefits and working conditions for the conditional employees shall be made by the Authority and not the County"

For example, when the County Board of Supervisors imposed furlough days for budgetary reasons, this did not automatically apply to Authority staff and the Authority Board never voted to require furlough days. The main reason that furlough days were not necessary is that the County budget is separate from the Authority budget. The Authority balanced our budget without the need for furlough days.

When the Authority took steps to address a budget deficit several years ago, rather than a reduction in services through furlough days, in July 2010 we chose instead to lay off one full time office employee. This resulted in a permanent reduction of employees and a long term reduction in our staffing costs. Laying off one of our five office employees was a 20% reduction in full time staff and more than a 10% reduction in total staff. This is the equivalent of the County laying off 50 employees. As a result of a reduction in expenses and increase in revenue, we ended Fiscal Year 11/12 in the black and the Board adopted a balanced budget for Fiscal Year 12/13 without requiring furlough days.

Section 9 of the MOU with the County states, "For ease of administration, the Authority will utilize personnel policies and procedures, including salaries and benefits which are equivalent or similar to the County personnel policies and procedures." We have worked closely with the County personnel staff to be sure that this MOU with the County is followed.

When our employees formed a union and we negotiated the attached MOU with Authority employees, we worked with County staff to ensure that the terms mirror County policies. This MOU was approved by the Authority Board on April 2011 and this is used as the basis for all pay, benefit and personnel determinations. Although the mid-managers are specifically excluded from the union, these policies have historically been applied equally to all management staff.

Due to questions that were raised at the last meeting, management staff would like to pursue a process to explicitly affirm that the pay, benefit and personnel policies will be applied fairly and equally to all authority staff. Mid-managers have requested to negotiate an agreement to affirm these labor conditions. The Director would also like to clarify if any of these of these policies do not apply. It is in the interest of all parties involved to have clarity on the fair application of pay, benefit and personnel policies.

Need orig
as of 4/7/94
Jen

**MEMORANDUM OF UNDERSTANDING
FOR SERVICES BETWEEN THE
COUNTY OF DEL NORTE AND THE
DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY**

This memorandum of understanding is entered into by the following parties:

- (a) The County of Del Norte ("County"); and
- (b) The Del Norte Solid Waste Management Authority, a public entity established under a joint powers agreement between the County of Del Norte and the City of Crescent City on September 21, 1992 ("the Authority").

RECITALS

- A. The City of Crescent City and the County of Del Norte executed a Joint Powers Agreement, effective September 21, 1992, for managing solid waste in the County of Del Norte.
- B. The Authority is a separate government entity pursuant to the Joint Powers Agreement and the California Government Code.
- C. The Joint Powers Agreement specifically authorized the Authority to make and enter into contracts and to employ agents and employees.
- D. The County has existing personnel, investment, and accounts payable procedures, established relationships with third party benefit providers, and on-staff administrators experienced in providing services related to employment of government personnel, investment of funds, and accounts payable.
- E. The Authority anticipates needing a relatively small number of employees to accomplish the tasks of the Authority.
- F. It would be economical and advantageous to both the County and the Authority for the County to administer certain personnel, investment, and accounts payable matters for the Authority. The parties acknowledge that it would be less expensive for the Authority to contract with the County rather than expend employee time and Authority money to set up and administer certain employee personnel, investment, and accounts payable matters and procedures.

AGREEMENT

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, the parties agree as follows:

1. The County agrees to hire persons designated by the Authority as "conditional employees" of the County as specified herein. All conditional employees of the County providing services to the Authority shall agree in writing upon, or prior to, initial employment that as conditional employees of the County they shall have no rights under the County's Employee Personnel Policies, Employee Handbook, collective bargaining agreements, or similar documents or established procedures. The conditional employees shall also waive in writing any property rights in County employment. Any right of the conditional employees shall be established between the Authority and the employees. Regular County employees shall not have seniority or bumping or similar rights over the conditional employees working on behalf of the Authority. Nor shall conditional employees have such rights over regular County employees.
2. All decisions regarding selection, termination, initial or continued employment, salary, benefits, and working conditions for the conditional employees shall be made by the Authority and not the County.
3. The County shall pay all such conditional employees a salary as established by the Authority, deducting therefrom any taxes, retirement, social security, or other payroll deductions required by law or by any agreements with the employees. The County will provide any needed documentation and reporting required by any government agency or any third party provider of benefits, including but not limited to insurance carriers.
4. Each party agrees to cooperate and supply any documentation reasonably necessary for the convenience of the other party. The Authority will provide, in a form acceptable to the County, information from which salary and benefits may be calculated.
5. The County shall not be required to provide conditional employee's benefits through any third party benefit providers (such as insurance companies) except as already utilized by the County. Benefits provided to the conditional employees under this Agreement shall be similar to those provided to County employees, but may differ in such respects as accumulation of sick leave and vacation. Without limitation, the conditional employees shall receive the same insurance and PERS benefits as is offered to regular County employees of similar rank.

6. The Authority shall pay to the County actual costs of salary and benefits provided to the employees. Payment shall be on such schedule as agreed to by the parties, but in no event more frequently than once every two weeks.
7. The County will bill costs of running Authority payroll to the Authority through the County cost plan.
8. The Authority will begin the process to obtain its own Tax ID Number, PERS and Workers' Compensation coverage.
9. For ease of administration, the Authority will utilize personnel policies and procedures, including salaries and benefits which are equivalent or similar to the County personnel policies and procedures.
10. The Authority will deposit funds in the County Treasury for pooled investment purposes.
12. Processing of accounts payable claims will continue through the County Auditor's Office, with two (2) of the following signatures required on each claim form: Director; Treasurer/Controller; Authority Officers, Chairman, or Vice-Chairman. Actual warrants will be processed and written by the County. Nominal Administrative costs will be charged to the Authority through the County's cost plan.
13. These procedures will be evaluated at the end of the 1993-94 fiscal year.
14. This MOU may be modified at any time upon agreement of the parties. It may be terminated by either party, without cause, upon one hundred twenty days (120) advance notice from one party to the other, or on such shorter notice as may agreed to by the parties.

DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY

BY: _____
Clarke Moore, Chairman

Dated: _____

BY: _____
Jack Reese, Secretary

Dated: _____

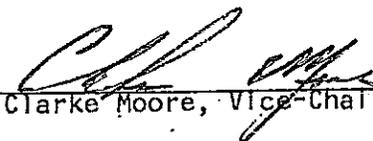
ATTEST:

Approved as to form:

Ellen P. Brown, Clerk

William H. Follett, Legal Counsel

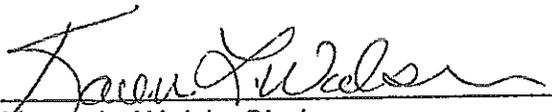
BOARD OF SUPERVISORS
COUNTY OF DEL NORTE

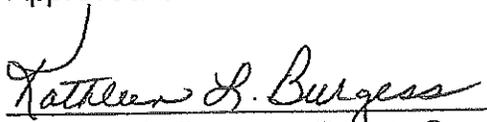
BY: 
Clarke Moore, Vice-Chairman

Dated: 4/14/94

ATTEST:

Approved as to form:


Karen L. Walsh, Clerk


Kathleen L. Burgess, County Counsel

**MEMORANDUM OF
UNDERSTANDING**

between

Del Norte Solid Waste
Management Authority
and
SEIU Local 1021

March 2011

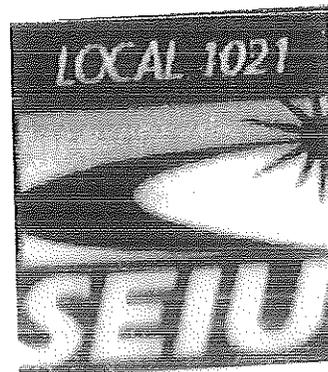


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ARTICLE I

TERM

This Memorandum of Understanding is entered on the 7th day of March, 2011, by the Del Norte Solid Waste Management Authority (hereafter DNSWMA) and Service Employees International Union Local 1021 (hereafter Union). This Agreement is entered into under the authority of the Meyers-Milius-Brown Act (MMBA) Gov't Code section 3500 et seq. and ordinances of the DNSWMA. Nothing in this article is intended to derogate from legal protections enjoyed by employees under Federal or State law, except to the extent that variance, exception or exclusion is permitted through collective bargaining. If any term of this Agreement is found to be illegal, the offending term is severed and the remainder of the Agreement will continue to have effect, and the parties agree to meet and confer on the subject matter of the severed term. This MOU will expire sixty months from ratification, unless extended by mutual agreement. The Union must present its proposals for contract renewal to DNSWMA not later than 120 days prior to expiration of this Agreement.

RECOGNITION

The DNSWMA recognizes the Union as the exclusive collective bargaining agent for all regular full-time employees in the miscellaneous unit, excluding all Executive Management, Management, Confidential and Extra-Help employees. See Attachment A for a list of classifications covered by this Agreement.

ASSIGNABILITY TO SUCCESSORS IN INTEREST

This contract is fully assignable and binding upon any successor in interest of the Joint Powers Authority, and jointly and severally to any member thereof that succeeds to operations or which assumes operational control of the assets of the Joint Powers Authority and/or which assumes the benefit and burdens of the third party contracts of the Joint Powers Authority for hauling and collection of waste.

MANAGEMENT RIGHTS AND RESPONSIBILITY

The DNSWMA retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the right, powers and authority retained solely and exclusively by DNSWMA and not abridged herein, include, but are not limited to, the following: to manage and direct its business and personnel; to manage, control and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, layoff and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule work, working hours and shifts; to adopt rules of conduct; to determine the type and scope of work to be performed by DNSWMA employees and the services to be provided; to classify positions and determine the content and title of such classifications; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. The exercise of these rights will not preclude employees or their representatives from meeting and conferring with the DNSWMA on the impact of DNSWMA actions on matters within the scope of representation pursuant to Government Code § 3500 et seq.

Management is expected to conform to the standard of conduct expected of public employees and is expected to refrain from activity which is in violation of federal, state or local law, or the DNSWMA Employer-Employee Relations Policy.

ARTICLE II DEFINITIONS

- 2.1. These definitions apply throughout this MOU. Terms not defined have their ordinary dictionary meaning, unless it is clearly apparent from the context that they are used in a different sense. The definition of a word applies to any of its variants.
- 2.2. **Anniversary Date:** The anniversary of the date that a given employee began performing the duties of a given permanent position. This date may change if an employee is promoted, demoted, or changes positions, classifications or is granted an unpaid leave of absence. Probationary periods do not affect anniversary dates.
- 2.3. **Appointing Authority:** The Director of the DNSWMA or his or her designee.
- 2.4. **Assignment:** A particular project, program and/or activity related to the function and needs of the department.
- 2.6. **Class Series:** A series of positions in a particular class consisting of entry, journey and/or lead person levels (i.e. I, II, III, etc).
- A. Entry level is typically a trainee level. The entry levels are assigned duties that will increase experience. Employees perform the more routine, less complex job assignments, while learning the more complex operation, policies, assignments and programs related to their department or division function.
 - B. Journey level is the experienced working level. It is the second level in a class series and may be assigned paraprofessional, complex job assignments under minimal supervision. Employees advanced to this level in the series have demonstrated the ability to adequately fulfill the assigned responsibilities.
 - C. Lead worker or skilled level is the most experienced characterized by a combination of high level job assignments. Employees perform the full range of journey or specialist job assignments while also providing work direction, training and coordination for other workers. The emphasis of this series is on performing the more paraprofessional, complex work assignments. Employees advanced to this level are provided general direction in the performance of their responsibilities.
- 2.7. **Catastrophic Illness or Injury:** A severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee that results in the employee being required to take time off from work for an extended period. An employee's job related illness or injury subject to worker's compensation coverage may be eligible for the catastrophic leave provision.
- 2.8. **Class:** A group of positions with the same title and alike in duties, responsibilities and authorities requiring the same qualifications and level of compensation (salary). Positions in this group are assigned to various program and/or activities at the department head's discretion.
- 2.9. **Classification:** The process of job analysis and documentation by which newly created positions are defined and delineated in a formal class description, and assigned a specified rate of pay.

- 2.10 **Job Description:** The document, which defines the general essential duties, responsibilities and required skills, training and education applicable to incumbents in that class or position.
- 2.11 **Compensatory Time (CTO) (comp time):** Time off with pay to compensate an employee for overtime worked in lieu of overtime pay.
- 2.12 **Continuous Service:** Uninterrupted employment with the DNSWMA from the effective date of employment. For purposes of establishing seniority, eligibility for benefits, or vesting of permanent benefits, the following do not constitute interruptions of service: paid or unpaid Family Leave under FMLA or CFRA; authorized leaves of absence with pay up to 1 calendar year in length. Unpaid periods of absence will cause an adjustment, to total time served, anniversary dates and relative seniority.
- 2.13 **Demotion:** Movement of an employee from one position to another position with a lower maximum salary range.
- 2.16 **Disciplinary Action:** A negative action taken against an employee by the appointing authority in response to an employee's action or actions that constitutes grounds for discipline.
- 2.17 **Discrimination:** As generally used in personnel law, discrimination refers to the unlawful adverse treatment of an employee or groups of employees, whether intentional or unintentional, based on characteristics including, but not limited to, race, color, national origin, religion, sex, handicap or age.
- 2.18 **Dismissal:** Termination of employment with DNSWMA for reasons attributable to the employee for violation(s) of standards of conduct or safety regulations; unsatisfactory performance or any combination thereof that constitute cause and grounds for dismissal.
- 2.21 **Employee:** Any person who has been hired and is occupying an authorized position in DNSWMA service:
- A. **Confidential Employee:** "Confidential employee" means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally requires access to confidential information that is used to contribute significantly to the development of management positions.
 - B. **Temporary/Extra Help Employee:** An employee who covers vacations, sick leave or other anticipated or unanticipated absences of a permanent full time employee or part-time employee on a limited term basis. An extra help employee is limited to working less than 1,000 hours per fiscal year in a temporary, seasonal, on-call, part-time or other capacity. Extra help employees do not receive vacation, sick leave, holiday pay, health benefits, PERS benefits unless statutorily required by CalPERS, longevity pay or other benefits, incentives or conditions of employment specifically provided to permanent full-time or permanent part-time except those mandated by law. Extra help employees do not have a probationary period or achieve permanent status and shall not be eligible for benefits defined in this MOU.

DNSWMA
KH JM

- C. **Limited-Term Employee:** An employee who works in a program of a limited duration, to be specified at the commencement of employment. Limited-term employees are paid per unit of work or on an hourly basis. Limited-term employees will not accrue holidays, vacation, sick leave or be entitled to group insurance or other benefits provided to permanent employees, nor are they covered by the provisions of this MOU.
- D. **Executive Management Employee:** An employee classification status that requires the incumbent employee to exercise significant responsibility for formulating Departmental policy or administering DNSWMA programs. Executive Management positions will be designated by the Governing Board.
- E. **Management Employee:** An employee classification status that requires the incumbent employee to exercise significant responsibility for formulating Departmental policy or administering DNSWMA programs in the absence of the appointing authority. Management positions will be designated by the Governing Board.
- F. **Mid-Management Employee:** An employee classification designated by the Board of Supervisors engaging in specialized and responsible work requiring knowledge acquired by prolonged course(s) or specialized instruction or study and whose work may include management duties of a department, division or unit.
- G. **Professional Employee:** An employee classification status that requires specialized knowledge and skills attained through completion of a recognized course of instruction, including but not limited to: attorneys, physicians, registered nurses, engineers, architects, teachers and the various types of physical, chemical and biological scientists.
- H. **Supervisory Employee:** An employee classification in which an employee has the authority, in the interest of the employer to recommend disciplinary action, assign tasks to, other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend that action, if in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- I. **Permanent Employee:** An employee who is hired to perform the duties of a full-time or part-time position allocated to a departmental staffing chart, and who has completed the initial six-month or one-year probationary period required in Article VI.
- J. **Probationary Employee:** An employee serving in a permanent full-time or part-time position, who has not yet completed the six-month or one-year probationary period as required in Article VI, herein.
- K. **Provisional Employee:** An employee filling a permanent full-time or part-time position while awaiting certification from an eligibility list or completion of hiring procedures. Provisional employment must be approved by the Personnel Officer. Under no circumstances will an employee be in a provisional status for more than ninety (90) days unless approved by the Governing Board.

2.22 **Fair Labor Standards Act:** A federal law that governs minimum wage, overtime pay, equal pay, child labor standards and record keeping requirements. Not all employees of local government are affected by the FLSA. Certain positions are covered by the FLSA but exempted from specific provisions. Positions affected by the FLSA are designated as exempt, non-exempt or not covered. An employee's status as exempt or non-exempt establishes whether that employee is subject to overtime under the Act. For purposes of this MOU the designations apply only to the overtime provisions:

- A. **Exempt Employee:** An employee classification status that establishes that the employee is not subject to FLSA overtime provisions. Overtime and compensatory time off will be provided pursuant to Article 4.9 and 4.10 hereinafter.

- B. **Non-Exempt Employee:** An employee classification status that establishes that the employee is subject to the FLSA overtime provisions.
 - C. **Non-Covered Official/Employee:** A management classification status that designates that the official is not covered under the overtime provisions of the FLSA.
- 2.23 **Flextime:** A variation, but not a reduction, in working hours intended to provide better "time-planning" for employees' or DNSWMA needs. All flextime earned or used must be in the same workweek.
- 2.23a **Governing Board:** The Board of Commissioners of the Del Norte Solid Waste Management Authority.
- 2.24 **Grievance:** A grievance is a written complaint of an employee or group of employees alleging a violation or misapplication of a provision of this MOU, or adopted DNSWMA policies, state or federal law or regulation.
- 2.25 **Grievant:** A grievant is an employee or groups of employees within the bargaining unit alleging a grievance.
- 2.26 **Immediate Family:** The lawful spouse or registered domestic partner, parent, or parent in-law, sibling, child, grandparent or grandchild of the employee, including step-children, step-siblings, step-parents, step-grandparents or step-grandchildren residing in the same household.
- 2.27 **Layoff:** Termination of employment due to a reduction in force, by policy decision of the Governing Board.
- 2.28 **Leave of Absence:** Absence from duty, whether paid or not, under the provisions of Article V herein.
- 2.29 **Longevity:** Ten or more years of permanent, uninterrupted service for DNSWMA or with the City of Crescent City, the County of Del Norte, or for any future or former member of the Joint Powers Authority. Employees are entitled to tack continuous periods of service at DNSWMA with continuous periods before or after service at any member or former member of the JPA. For purposes of this article, changing employer between the JPA, and any member or former member of the JPA, is not a break in service.
- 2.29a **PERB:** Public Employee Relations Board.
- 2.30 **Performance Improvement Plan:** A written plan devised by the Appointing Authority to assist an employee to improve deficient performance to an acceptable level.
- 2.30a **Personnel Officer:** The Director of the DNSWMA or his or her designee.
- 2.31 **Position:** A collection of tasks, duties and responsibilities assigned to and performed by one employee, as authorized by the Governing Board.
- A. **Emergency Position:** A position authorized by the Governing Board during an emergency situation in order to prevent endangerment of public health and safety. Entitlement to benefits will be on a case-by-case basis as authorized by the Governing Board.

- B. **Grant Position:** A position typically of limited duration created as a result of a public or private grant. Employment is contingent on grant funding and if the grant funding should cease, the position will be terminated. An employee who is laid off from a grant position shall have the same retreat rights as any employee as provided in Article X of this MOU.
 - C. **Permanent Full-Time Position:** Any position approved and allocated on the DNSWMA staffing chart by the Governing Board, in which the employee works a continuing year-round shift of thirty-five (35) hours or more per week.
 - D. **Permanent Part-Time Position:** A position, designated by the Governing Board to be permanent, in which the employee works a continuing, year-round shift averaging twenty (20) hours or more per week, but less than thirty-five (35) hours per week. All these employees are entitled to benefits provided permanent full-time employees under this MOU, such benefits are pro-rated in proportion as the part-time employees regular weekly hours bear to full-time hours for that position.
 - E. **Work Experience Position:** A temporary position which is designated to provide job training to persons who might not otherwise be able to compete in the labor market for regular positions, or a position established to give temporary on the job training for full-time students.
- 2.32 **Probationary Period:** A period regarded as part of the examination process, which provides the Appointing Authority with an opportunity to observe and evaluate an employee's competence and ability to perform the assigned duties satisfactorily.
- 2.33 **Progressive Discipline:** An approach to imposing disciplinary action in which a lesser penalty may be appropriate for minor offenses the first time and more severe penalties are imposed for repeating the same or other offense(s). Progressive discipline will be used when the Appointing Authority believes that progressive discipline will serve the dual purpose of providing both corrective warning and a penalty to an employee whom the Appointing Authority intends to retain as an employee after discipline. Discipline may be imposed at any level depending upon the severity of the action of the employee. Progressive discipline will not be required when the Appointing Authority believes dismissal to be the appropriate discipline because of the severity of the employee's conduct.
- 2.34 **Promotion:** The movement of an employee from one position in one class to a position in a class with a higher maximum salary rate, or an increase in pay for an employee's current position as a result of a reclassification.
- 2.35 **Reclassification:** The process of job analysis and documentation by which positions are re-defined in response to changes in the duties, responsibilities and skills required of the incumbents. Reclassified positions may be assigned to different pay rates when justified by the degree of change. Reclassification does not affect an employee's anniversary date, unless reclassification results in a promotion.
- 2.36 **Regular Working Day/Business Day and Overtime:** The Appointing Authority will schedule employees work hours, consistent with the operational needs of the DNSWMA. Not all employees need work the same days or hours. The regular working/business week, consists of forty (40) hours during seven (7) consecutive days including Friday through the following Thursday, excluding holidays, with the following exceptions:
- A. Those positions designated by the Governing Board as thirty-five (35) hours per week, shall consist of thirty-five (35) hours during seven consecutive days including Friday through the following Thursday, excluding holidays.

- C. The Appointing Authority may authorize an employee or group of employees to work an altered work schedule/flextime where the needs of the employee(s) make an altered work schedule/flextime either necessary or convenient and neither the DNSWMA nor the employees are unduly affected thereby. In no case may such altered work schedule/flextime be approved if to do so would result in a violation of the FLSA or require the payment of overtime compensation.
- D. The Appointing Authority may offer flextime in lieu of compensatory time off or overtime if the operational needs of the department require an employee to work more than their assigned hours in a day. The employee may decline flextime, in which case the employee will receive either compensatory time off or overtime consistent with the provisions of this MOU.
- E. DNSWMA gate attendants and staff on assigned standby may be regularly scheduled for shifts longer than eight (8) hours per day under the following conditions:
1. Weekday shifts for gate attendants at the Transfer Station will be from 7:45 AM until 5:30 PM, including an unpaid one-hour break for lunch and two (2) paid fifteen-minute breaks. Regular shifts at the Transfer Station can extend beyond these hours if necessary to print the required reports and properly compile that day's transactions.
 2. Administrative staff will not schedule any gate attendant to work more than four (4) full consecutive weekday shifts at the Transfer Station except under extraordinary circumstances.
 3. Gate attendants at the Gasquet or Klamath small-volume transfer stations are open and staffed during the posted hours. Gate attendants at these small-volume transfer stations are allowed to take a lunch and two (2) fifteen-minute breaks at their own schedule as customer traffic allows, and will be compensated for travel between the DNSWMA office and each small-volume transfer station or will be given access to a DNSWMA vehicle for this purpose.
 4. Administrative staff will not schedule any person to be on assigned standby for the purpose of providing support and back-up to the Transfer Station for more than three (3) consecutive weekends except under extraordinary circumstances.
 5. Persons scheduled to work on the weekends for the purpose of providing breaks and lunch relief for the gate attendant at the Transfer Station may be required to work more than three (3) weekend days per pay period.
 6. Administrative staff will distribute a schedule for gate attendants, as well as those on assigned standby or scheduled to provide breaks and lunch relief for gate attendants, one (1) week prior to the start of each calendar month unless extraordinary circumstances require otherwise. Persons with these duties are advised to submit vacation requests at least two (2) weeks in advance of the upcoming calendar month.

- 2.37 **Suspension:** Temporary separation of an employee from DNSWMA service without pay for disciplinary reasons. Suspensions may only occur as a result of a disciplinary action conducted in accordance with Article XII, or LAPS.
- 2.38 **Transfer:** Movement of an employee from one position to another.
- A. **Demotional Transfer:** Movement of an employee from one position in a class to a different position in the same class at a lower rate of pay, or to a position in a different class with a lower rate of pay.
 - B. **Lateral Transfer:** Movement of an employee from one position in a class to a different position in the same class and at the same rate of pay.
 - C. **Promotional Transfer:** Movement of an employee from one position to a different position in at a higher rate of pay.
- 2.39 **Y-Rate:** A personnel action in which an employee is placed in a class with a lower maximum rate of pay but continues to receive the specific bi-weekly pay rate the employee received in the higher class until such time as the rate of pay of the lower class exceeds that specific rate.

**ARTICLE III
GENERAL INFORMATION**

- 3.1 **Union:** All employees are eligible to join the union with the exception of Confidential, Management, and Executive Management employees as defined in Sections 2.21.A, 2.21.E, and 2.21.D respectively. Confidential, Executive Management, and Management employees may not represent an employee or the Union in any disciplinary action or grievance, or in a meet/confer. Once an employee applies for membership in the Union, they agree to maintain their membership and cannot revoke it except during the month of October of each year.
- A. **Release Time:** The Union Chapter President or designee will be granted up to four (4) hours paid release time per month to conduct union business. At least seventy-two (72) hours notice will be provided of any intent to use release time under this provision. Additionally, DNSWMA will grant up to two (2) hours of paid release time for the President or designee to attend meetings of the Governing Board whenever an agenda item affects the Union or its members or represented employees. This release time will be without loss of compensation and may not be accumulated.
 - B. **Union Paid Release Time:** Upon written request of the Union, with not less than ten (10) days advanced notice, DNSWMA will release any employee without loss of pay to attend union functions or activities for a period not to exceed three (3) business days, consistent with the operational needs of the DNSWMA. The DNSWMA will invoice the Union for the cost of payroll and benefits for that employee within thirty (30) days of the lost time, and the Union will reimburse the DNSWMA in full within thirty (30) days of receiving a timely invoice. The total number of days that may be released under this paragraph shall not exceed three (3) days (24 hours) per calendar year, inclusive of all employees.
 - C. **Use of DNSWMA Facilities:** The Union is entitled to use DNSWMA facilities, including computers, networks, email and phones and interoffice mail for official union communications. Such use must be limited in scope and time to actual release or break time and may not include any long distance phone charges or printing of more than 150 pages per fiscal year.
 - D. **Release Time for Negotiations:** Union members who serve as the Union's team for bargaining are entitled to paid release time for any scheduled bargaining session, independently of any release time discussed above, and additional time as needed for meetings of the bargaining team when bargaining is open, not to exceed two (2) hours per scheduled bargaining session.
 - E. **Payroll Deduction:** The Union and DNSWMA agree to the automatic deduction of Union dues, agency shop fees if applicable, and voluntary Union sponsored vision insurance plans, and voluntary COPE contributions.
 - F. **Union Designated Area Representatives on the Union Executive Board shall be Shop Stewards for the purpose of representing bargaining unit members. The Union may designate one (1) Area Representative per year, who will serve as Union Shop Steward, including the Union's Chief Steward.**
 - G. **No bargaining unit members may be denied representation due to release time limits in this MOU. In providing representation, Union Officers or Area Representatives will inform the Appointing Authority of their need for representation time. The supervisor may deny such time solely based upon operational need. If it is not possible to grant time as originally requested, the supervisor must arrange for release at the earliest possible time.**
- 3.2 **Direct Deposit:** All new employees hired after the effective date of this Memorandum of Understanding will be required to receive their pay as direct deposit, unless waived by the

Personnel Officer for extraordinary circumstances under procedures established by the County Auditor-Controller. This provision will cease to operate if the County of Del Norte no longer provides payroll services to DNSWMA.

- 3.3 **State Disability Insurance:** All qualified employees are covered by the State Disability Insurance Plan (SDI) with the sick leave integrated option, which is administered by the State of California. Qualified employees have a payroll deduction which is based on gross salary. The employee is entitled to use sick leave and/or vacation to supplement the benefit to an amount equal to, but not greater than, the employee's regular salary.
- 3.4 **Production and Distribution of the MOU:** DNSWMA will provide a copy of this MOU and any later amendments to each current employee in the bargaining unit. DNSWMA will also provide a copy of the MOU to any new employee upon hire during orientation.
- 3.5 **Conflicts of Interest:** Employees may be required to declare their private financial interests, including any outside employment. Employees must comply with the DNSWMA's Conflict of Interest Code.

**ARTICLE IV
COMPENSATION AND HOURS OF EMPLOYMENT**

- 4.1 **Salary Schedule:** The salary schedules for all positions in the bargaining unit are attached hereto as Attachment A. There are separate salary schedules for employees assigned to seven (7) hours of duty per day, and those assigned eight (8) hours per day.
- 4.2 **Altered Work Hours:**
- A. The Appointing Authority may establish an alternative work schedule for employees. Eligibility, participation in, and implementation of any such work schedules will be at the sole discretion of the Appointing Authority.
 - B. The Appointing Authority may authorize an employee to work an altered work schedule where the needs of the employee make an altered work schedule either necessary or convenient and neither the DNSWMA nor the employees are unduly affected thereby. In no case will such altered work schedule be approved if to do so would result in a violation of the FLSA or require the payment of overtime compensation.
 - C. Any employee or group of employees desiring an alternative schedule may request, in writing, that the Appointing Authority establish such a schedule. Such a request will be considered by the Appointing Authority, but will not require the establishment of or assignment to such a shift. The Appointing Authority will have fourteen (14) calendar days to notify the employee or group of employees of his/her decision in writing with the reasons for the decision explained.
 - D. Long Term Altered Work Schedules: The Appointing Authority, at the request of the employee(s), may establish long term alternate work schedules for individual employees or groups of employees. Alternate work schedules include, but are not limited to, for purposes of this paragraph: four (4) ten (10) hour days (also known as 4 tens), 9 80's, which consists of eight 9-hour workdays, one 8-hour workday and one additional day off every other work week, and a weekly work schedule consisting of forty (40) work hours during five (5) work days at other than traditionally scheduled hours for the assigned shift. Establishment of an alternative work schedule may be approved if it is consistent with operational requirements. The request, and the approval or denial, must be in writing. Permanent changes or cancellations of the alternate work schedule for cause may not be made without fourteen (14) days notice to the affected parties. Any proposed termination of such schedule will be appealable to the Appointing Authority within five (5) working days of notification of its termination. The Appointing Authority's decision will be final and not subject to grievance under Article XI of this MOU. In no case will alternate work schedules be approved if to do so would result in a violation of the Federal Labor Standards Act or require payment of overtime compensation.
- 4.3 **Beginning Salary:** Newly hired employees will be compensated at Step A of the appropriate salary schedule and range. Where it is difficult to hire qualified personnel or where a person of unusually high qualifications is hired, the Appointing Authority may request the Governing Board to appoint at a higher step, but in no event higher than Step C. The Governing Board must approve appointment at a step higher than Step A.
- 4.3a **Bilingual Pay:** An employee in a position that has been approved as requiring the use of bilingual skills on a continuing basis averaging ten (10) percent of work time may qualify for bilingual pay. Use of bilingual skills includes any combination of conversational, interpretational, or translation work. The ten (10) percent standard is verified on a quarterly basis and is based upon the time spent conversing, interpreting or transcribing in a second language.

- A. The position must be in a work setting where the bilingual skills are required to meet the needs of the public in either a direct public contact position or an institutional setting, or the position is utilized to perform interpretation, translation or specialized bilingual activities.
 - B. Upon qualification, employees in the designated positions will be compensated at a rate of seventy-five dollars (\$75.00) per pay period. Continuing payment will be based upon the quarterly verification and approval by the Appointing Authority. In the event of two or more employees in the department with bilingual skills, the Appointing Authority may request certification of those skills and appoint from the list of certified. If the employees are equally qualified, the more senior employee shall be selected.
 - C. Effective 1/1/02, employees currently receiving a bilingual differential based upon five percent (5%) whose differential rate is over seventy-five dollars (\$75.00) will not be decreased or increased and will continue at that rate until such time as the five percent (5%) differential is less than the flat rate differential.
- 4.4 **Probationary and Annual Salary Increases:** Employees who are subject to a six-month probationary period, and who attain permanent status will progress from their current step to the next step within a range on the salary schedule effective on their probationary evaluation date. Employees will progress from one step to the next within a range on the salary schedule each year on the employee's anniversary date until Step E is attained, provided that the employee's work performance is at a satisfactory level or above. In the event of a below satisfactory rating, the step increase will be effective upon attaining a satisfactory rating following completion of a Corrective Action Plan. The Appointing Authority will make recommendation to the Personnel Officer for approval. Any employee whose performance is determined below satisfactory will be given fifteen (15) working days notice prior to the step increase due date that a step increase will not be provided.
- 4.5 **Longevity Step Increases:** After completion of ten (10) years of uninterrupted, continuous service, an employee will advance to step F of the appropriate range. After completion of fifteen (15) years of uninterrupted, continuous service, an employee will advance to step G of the appropriate range. After completion of twenty (20) years of uninterrupted, continuous service, an employee will advance to step H of the appropriate range. After completion of twenty-five (25) years of uninterrupted, continuous service, an employee will advance to step I of the appropriate range. An employee on step F, G, H or I, if promoted, will remain at their longevity step in the new salary range.
- 4.6 **Step Placement After Promotion or Open Hiring:** If an employee is promoted or applies and is selected through open hiring for a position in a higher class, the employee will be placed at the lowest step of the new salary range that insures a minimum of 5 percent (5%) increase in salary; provided, however, that this position does not conflict with Section 4.5. In the event the promotion or open hiring places the employee in a class paid less than 5 percent (5%) more than the old class, the employee will be placed at the same step in the new range that he or she held in the old range.
- 4.7 **Y-Rating:** An employee who is Y-rated will continue to receive the exact biweekly salary received at the time the y-rate is implemented, until such time as the dollar value of the salary range to which he or she is assigned increases to a level above the y-rate placement, at which time the employee will be again eligible for step and cost of living increases.
- 4.8 **Out of Class Assignment:** This provision will apply when an employee is specifically assigned and performs, on a temporary basis, the full duties of a higher-level position, in which there is no

incumbent or in which the incumbent is on a paid or unpaid leave of absence, or is for some other reason away from the job. Compensation will be at the pay rate of the higher-level position, and will be calculated as though the employee has been promoted to the higher-level position.

- A. Employees, except those provided for in B below, will be compensated at the higher rate from the first day provided they work at least five (5) consecutive days in the higher-level position.
 - B. Employees designated as Mid-Management or Professional shall be compensated after working twenty (20) days in the higher level position.
 - B. Employees whose job description includes assuming the duties of a higher-level position will be compensated at the higher rate commencing on the sixth consecutive day, provided that the employee is not designated as Mid-Management/Professional or exempt.
 - C. When an employee is assigned part of the job duties of a higher-level position, the employees will be compensated an equivalent or adequate differential. The compensation will be paid in the manner provided for in subsection A or B above. Differentials will be recommended by the Appointing Authority based upon the amount of higher-level duties assigned to the employee, with final approval by the Personnel Officer. The differential will be a flat amount and may not exceed the amount that would be paid had the employee been promoted.
 - D. Prior to an authorized out of class assignment, the Appointing Authority must meet with the affected employee(s) and make a determination in writing as to what duties will be performed and the duration of the assignment, if known. The determination and proposed proportionate compensation will then be forwarded to the Personnel Officer for approval.
- 4.9 **Pay Day:** All employees will be paid on a bi-weekly basis. If a normal bi-weekly pay day falls on a holiday, then the pay day will be the last regular working/business day before the holiday or holidays. The pay period runs from Friday through the following Thursday, paid on the Friday of the following week. Direct deposit is available through the payroll office.
- 4.10 **Overtime:** Employees may not work overtime except when necessary and required by the Appointing Authority. Overtime will be calculated at the weekly rate. Overtime will not be paid to employees that elect to work an altered work schedule or flextime pursuant to Article 2.23 or 4.2 of this MOU.
- A. **Weekly Overtime:** If a non-FLSA exempt employee is required to work longer than forty (40) hours in a week (including any vacation time and including holiday time), he or she will be paid at time-and-a-half (1.5) for any time worked in excess of the regularly scheduled hours. Call back time as provided for in Section 4.15 shall remain as stated.
 - B. **Vacation Rule:** Employees may not take vacations on days which they work if the combined work and vacation time would result in exceeding the employee's regularly assigned non-overtime working hours for the day. In general, the Appointing Authority will not authorize vacation time which could result in daily or weekly overtime, unless absolutely necessary to meet emergency needs of the department. Sick time does not count towards overtime calculation.
 - C. **Overtime Limitation:** Any employee earning less than 130 percent (130%) of the California State minimum wage (presently 10.40 per hour) will not be subject to the provision in this paragraph with respect to applicable overtime penalties. Instead, the more restrictive California Industrial Wage Commission order will apply.

- D. Working Conditions: If an FLSA-exempt employee covered by this agreement is required to work more than six (6) days consecutively, or more than sixty (60) hours in a week, time worked in excess will be accrued compensatory time off at a rate of two (2) hours per hour worked on the seventh day or over sixty (60) hours.
- 4.11 **Compensatory Time Off:** The Appointing Authority will determine whether employees receive overtime pay or compensatory time off ("CTO") for overtime worked, subject to the following conditions:
- A. If an FLSA covered non-exempt employee is required to work overtime, above, the Appointing Authority may opt to provide, in lieu of overtime rates, corresponding compensatory time off at the corresponding rate. For example, an hour of time-and-one-half equals one-and-one-half hours of compensatory time off. Employees may accumulate up to 120 hours of compensatory time off, provided that in an emergency, if an employee accrues more than that which is allowed, the Appointing Authority, with the approval of the Personnel Officer, can permit additional hours. Employees entitled to overtime may request CTO in lieu, which should be granted unless inconsistent with operational necessity.
- B. Use of Banked CTO: An employee must request the use of CTO in writing, on the provided form. DNSWMA shall grant the employee's request to use CTO within a reasonable period of time, not to exceed sixty (60) days, unless granting the request would unduly disrupt operations, which means, would create an unreasonable burden on the DNSWMA's ability to provide services of acceptable quality and quantity for the public during the time requested without the employee's services. DNSWMA will, to the extent practical, grant requests for particular days off, if it is consistent with operational needs.
- 4.12 **Travel Time:** Refer to Personnel Rules, Travel and Other Expenses for the complete policy on meal and travel reimbursement.
- 4.13 **Training Attendance:** Employees may not be required or pressured to attend training sessions or seminars unless DNSWMA pays all actual and necessary costs.
- 4.14 **Assigned Standby:** Employees who are assigned standby duty by their Appointing Authority on weekends, overnight or on holidays will be compensated or given compensatory time off in accordance with this section. For purposes of this section, "assigned standby" is defined as a period of time during which an employee designated by his/her Appointing Authority must be available to provide services when needed. "Available" means that, during the entire standby period, the employee can be contacted immediately by those in need of services, either by telephone or other means of communication, and that the employee is able to commence providing the services within thirty (30) minutes of the contact. "Commence providing services" means either to give the needed service on the telephone or other means of communication, or to proceed to the location where the services are to be performed.
- A. An employee will be compensated at his/her normal rate of pay or be given compensatory time off at a rate of two (2) hours for each eight (8) hours of assigned standby time, excluding any hour during which the employee is paid or given compensatory time off for performing services pursuant to the subsection which follows.
- B. When an employee performs services during an assigned period, he or she will be compensated or given compensatory time off at the rate of one (1) hour for each hour worked. When the work performed qualifies for overtime compensation under Section

4.10, compensation or overtime will be granted in accordance with the corresponding overtime rate. However, in all cases the employee will be compensated or given compensatory time off for a minimum of two (2) hours.

C. Exempt employees may receive CTO under this provision.

- 4.15 **Call Back Time:** Employees will be compensated for call-back time. Call-back time is defined as only those instances when an employee is ordered back to work without prior notice after completing a shift and leaving the worksite. The use of call-back may be resorted to only in emergency situations or unusual instances when it is not possible for the work to be accomplished through normal scheduling or scheduling of overtime. Responses to phone calls or working at home are not considered call-back duty. Travel time will be compensable as provided in the Travel Policy. An employee who is called back will be compensated for a minimum of two (2) hours of work time. The two (2) hours, whether or not actually worked, are subject to the appropriate overtime provisions. Call-back time earned may be compensated by pay or compensatory time off at the option of the appointing authority. Call back time is not considered flex time or an alternative work schedule.
- 4.16 **Rest Breaks:** All employees are entitled to one paid fifteen (15) minute rest break for each four (4) hours worked. The employee may take the break away from the work station, provided transit time is included in the fifteen (15) minute period. The Appointing Authority should schedule individual employee's rest breaks so as to provide for the proper and efficient administration of DNSWMA's function.

**ARTICLE V
AUTHORIZED ABSENCE**

5.1 **Entitlement:** All permanent full-time, permanent part-time employees, and probationary employees are entitled to authorized absence subject to the provisions and exceptions of this article. Paid time addressed in this article illustrates time for full time employees.

- A. Permanent part-time employees receive paid holidays, vacation and sick leave based upon the position's allocated percentage of full-time. For example, an allocated position that works twenty (20) hours a work week in a forty (40) hour work week will earn fifty percent (50%) of the amount that is earned by a full-time employee.
- B. Employees entitled to holidays, vacation and sick leave will accrue floating holidays, vacation and sick leave from the date of employment. Sick leave and floating holidays may be used upon accrual. Vacation will be available for use after completion of six (6) months of continuous employment.
- C. For purposes of scheduling employee time off for vacation, compensatory time off, personal floating holidays or regular holidays, the employee must request time off in writing in advance with the Appointing Authority. Approval of all requests will be governed by the needs of the DNSWMA (subject to FLSA). However, employee requests should not be denied unless operational necessity requires it. A denial will be provided to the employee in writing, and must state the reason for the denial. Once the Appointing Authority or designee and the employee have agreed to a particular day or days off, the employee must be allowed to take those days off, unless an emergency occurs rendering the employee's attendance necessary. This procedure will also apply for scheduling purposes, whenever possible, for family sick leave and medical appointments. The Appointing Authority or designee may require an employee to take off accumulated compensatory time which would exceed the maximum amount which may be accrued in accordance with the provisions of this MOU, by giving an employee not less than forty-eight (48) hours notice. Compensatory time off, which is required to be taken off under this paragraph, must be taken in full day increments.

5.2 **Holidays:** Eligible employees are entitled to the following Holidays with pay up to a maximum of eight (8) hours:

New Year's Day.....	January 1
Dr. Martin Luther King's Birthday.....	Third Monday in January
Lincoln's Birthday.....	February 12
Washington's Birthday.....	Third Monday in February
Cesar Chavez Day.....	March 31
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day.....	First Monday in September
Veteran's Day.....	November 11
Thanksgiving Day.....	Fourth Thursday in November
Day after Thanksgiving Day.....	Fourth Friday in November
Work day before or after the Christmas holiday and	
Christmas Day.....	December 25 th or when:
Dec. 25 th falls on a Monday, the paid holidays shall be Monday 12/25 & Tuesday 12/26	
Dec. 25 th falls on a Tuesday, the paid holidays shall be Monday 12/24 & Tuesday 12/25	
Dec. 25 th falls on a Wednesday, the paid holidays shall be Tuesday 12/24 & Wed. 12/25	
Dec. 25 th falls on a Thursday, the paid holidays shall be Thursday 12/25 & Friday 12/26	

Dec 25th falls on a Friday, the paid holidays shall be Thursday 12/24 & Friday 12/25
Dec 25th falls on a Saturday, the paid holidays shall be Thursday 12/23 & Friday 12/24
Dec 25th falls on a Sunday, the paid holidays shall be Friday 12/23 & Monday 12/26

- A. Additionally, eligible employees will accrue three (3) (twenty four (24) hours) floating holidays per fiscal year. Employees hired during the period of July 1 through December 31 are eligible for three (3) (twenty four (24) hours) holidays during the first fiscal year of employment. Employees hired during the period January 1 through March 31 are entitled to two (2) (sixteen (16) hours) floating holidays during the first fiscal year of employment. Employees hired from April 1 through June 30 are not eligible for a floating holiday during the first fiscal year. These holidays may be used at any time with approval of the Appointing Authority. Floating holidays may only be used in full day increments; they may not be taken on an hourly basis. If not taken during the last full pay period in June of each fiscal year during which they are earned, the holidays are forfeited. Floating holidays accrued but not used may not be paid off at the time of termination of employment.
- B. If a holiday falls on a Saturday, the preceding Friday will be a holiday. If a holiday falls on a Sunday, the following Monday will be a holiday.
- C. Additionally, the Governing Board may declare an additional holiday each day declared by the President of the United States or the Governor of the State of California as a day of mourning, thanksgiving, or other special occasion. Such day will be treated as a holiday.
- D. If an employee is required to work on a recognized holiday, or of the employee's regular day off falls on a holiday, the employee will receive up to eight (8) hours of holiday pay on that day. The employee may, if mutually agreeable with the employer, take a holiday on an alternate day within the same pay week.

5.3 **Vacation:** Eligible employees are entitled to paid vacation as follows:

- A. No changes to this MOU will reduce vacation accrual rates of current DNSWMA employees.
- B. Employees will accrue vacation at a rate equal to the following annual vacation days: five (5) days during the first (1st) year of continuous service; ten (10) days per year for two (2) through (5) years of continuous service; fifteen (15) days per year for six (6) through ten (10) years of continuous service; twenty (20) days per year for eleven (11) through fifteen (15) years of continuous service; and twenty-five (25) days per year for sixteen (16) or more years of continuous service.
- C. Employees designated by the Governing Board as mid-management or professional, will be entitled to five (5) days of vacation per year in addition to the time provided under 5.3(B) above.
- D. An employee who terminates during the initial six (6) months of service will not be entitled to vacation leave or payment for accrued vacation.
- E. At no time may employees accrue more than the number of days of vacation they are entitled to earn in a one-and-a-half year period at their current rate of accrual. Employees who have reached this limit cease accruing vacation until such time as the total number of days accrued is less than this number.
- F. Employees eligible for vacation usage will be compensated for unused vacation upon separation from service.
- G. Vacation will continue to accrue while an employee is on other paid leave of absence or temporary disability. Accrued vacation may be used to supplement paid leave or temporary disability benefits at the employee's request.

- 5.4 **Scheduling of Vacation and Floating Holidays:** Employees must request time off in writing in advance with the Appointing Authority. Vacation or floating holiday scheduling is subject to the operational needs of the DNSWMA. Vacation or floating holiday requests should not be denied unless operational needs of the DNSWMA so dictate. A denial will be provided to the employee in writing and must state the reason for the denial. Once the Appointing Authority and the employee have agreed to a particular day or days off, the employee must be allowed to those days off, unless an emergency occurs rendering the employee's attendance necessary.
- 5.5 **Sick Leave:** All eligible employees are entitled to sick leave with pay. Employees are expected to work a complete designated workday. If an employee cannot report to work, the employee shall notify the Appointing Authority as early as possible but not later than one (1) hour after the workday begins. Sick leave entitlement is as follows:
- A. Eligible employees earn a rate of one (1) day of sick leave with pay for each month of service from the date of employment, accrued on a biweekly basis.
 - B. Sick leave will only be authorized for illness of an employee, his/her immediate family or member of the employee's household. Abuse of this sick leave provision may be cause for discipline. The Appointing Authority is responsible for insuring that the sick leave is not misused.
 - C. Sick leave may be used for purposes such as: personal illness or injury; medical, mental health or dental appointments; required attendance of the employee upon a sick or injured spouse or other member of immediate family defined in Section 2.26 of this MOU.
 - D. Those employees separating in good standing between five (5) and ten (10) years of continuous service will be compensated at a rate of ten percent (10%) for accumulated unused sick leave.
 - E. Upon separation from DNSWMA employment in good standing, those employees with ten (10) or more years of continuous service will be compensated at a rate of 25% for accumulated unused sick leave hours. Separation from employment under other conditions does not qualify for payment. The employee will have the option of trading sick leave for vacation at the rate of four (4) days of sick leave for one (1) day of vacation for sick leave accrued in excess of fifty (50) days.
 - F. Upon retirement, accumulated unused sick leave hours will be eligible for payment at a rate of 50%, or retiring employees may choose to apply 100% of their unused sick leave towards PERS retirement credit. 50% payment for unused sick leave is not available to retiring employees who are qualified for, and elect to receive, the medical insurance plan provided by Del Norte County under provisions 9.3 of this MOU. Retiring employees may choose one benefit or the other, but not both.
- 5.6 **Vacation and Sick Leave:** Vacation and sick leave will continue to be accrued at the normal rate while an employee remains on temporary disability and continues to supplement the benefit with sick leave and/or vacation. When the accrued sick leave and/or vacation hours are exhausted, the employee may request a leave under Section 5.10 of this MOU.
- 5.7 **Family Death Leave:** The Appointing Authority will authorize paid leave of up to five (5) days immediately following the death of a member of the immediate family or household as defined in Section 2.26 of this MOU.
- 5.8 **Jury Duty:** The Appointing Authority must authorize time off as needed for jury duty. If the employee transfers the fees paid for jury duty service to DNSWMA, then full pay will be continued during the leave. If vacation, compensatory time or other paid day off is used, the jury fees need not be paid to the DNSWMA.

- 5.9 **Military Leave:** In accordance with federal law, employees are entitled to military leave of absence with pay and benefits as provided in Division II, Part I, Chapter VII of the Military and Veterans Code.
- 5.10 **Leave of Absence Without Pay:** Leaves of absence without pay may be granted only upon specific written request of an eligible employee, and with the approval of the Appointing Authority and the Personnel Officer. Leaves may be granted for:
- A. Personal reasons which do not cause inconvenience to the DNSWMA, not to exceed thirty (30) days in duration.
 - B. Before a personal leave of absence is granted, an employee must exhaust all accrued vacation.
 - C. An unpaid leave of absence may be extended up to one (1) year, upon finding of unusual or special circumstances, if recommended by the Appointing Authority and approved by the Personnel Officer. Failure to report for duty after a leave of absence has expired, been disapproved or canceled will be considered an automatic resignation.
 - D. An unpaid leave of absence will cause a break in service, and the employee's anniversary date, evaluation date, and longevity date will be adjusted to reflect the length of time not credited to total service. An employee's seniority will be frozen at the time of the break in service and will continue to accrue at such time as the employee returns to paid status.
 - E. All paid benefits provided by this MOU will cease during the unpaid leave of absence, except as provided under Section 5.11, below. However the employee may continue to participate in medical, dental and life insurance, and the union provided vision insurance, by paying the monthly premiums at group rates.
 - F. The Appointing Authority may at his or her discretion approve up to five (5) days unpaid leave per calendar year to an employee for urgent or emergency absences for which the employee has insufficient accrued paid time. This time off will not be subject to approval by the Personnel Officer, and will not cause any seniority adjustment. Unpaid time off beyond the five (5) days in a calendar year is subject to all other provisions of Section 5.10.
- 5.11 **Family and Medical Leave:** The parties agree that DNSWMA will comply fully with the statutory rights of employees under the California Family Rights Act and the Family Medical Leave Act. Nothing in this paragraph waives any statutory rights of any employee. An employee with at least 12 months of service, who has worked at least 1250 hours during the preceding 12 month period prior to the date for which leave is requested, is eligible to take up to twelve (12) weeks of leave each year.
- 5.12 **Administrative Leave:** Where an employee has performed meritorious service, the Appointing Authority, may, in his or her discretion, grant up to three (3) days of administrative leave with pay during the fiscal year, in addition to any other holidays or leave available to the employee. Such days must be taken during the same fiscal year.
- 5.13 **Catastrophic Leave:** Catastrophic leave is a paid leave of absence due to a verifiable, long-term catastrophic illness or injury which clearly disables the employee. Catastrophic leave time is paid from hours donated by other DNSWMA employees.
- A. Responsibility:
 - 1. DNSWMA or its designee will be responsible for the administration of the catastrophic leave program. Administration includes determining employee

eligibility, monitoring usage and balances, and providing the Union with quarterly time balance reports.

2. The Union will be responsible for soliciting donations to the leave bank.

B. Eligibility: All permanent employees may be eligible to withdraw hours from the Catastrophic Leave Bank in two ways. They must either meet the following criteria:

1. Successful completion of twenty-six (26) pay periods in paid status.
2. Have donated a minimum of one-day (8 hours) to the Bank in the preceding twelve (12) months.
3. Provide written documentation of application and qualification of State Disability Insurance.
4. Exhaustion of all available sick leave, compensatory time, vacation time and other accrued paid leaves of absence.
5. Is anticipated to be absent for at least fifteen (15) working days past the date of exhaustion of all of the employees accrued paid time/leave.
6. Provide written documentation of the need for the absence from work by a certified healthcare provider.

OR, they may draw leave that has been donated to the Authority's Catastrophic Leave Bank specifically for their use.

C. Donation of Hours:

1. Employees may donate up to five (5) days per fiscal year total from any of three sources: sick leave, vacation, and compensatory time off.
2. Employees may donate a maximum of three (3) days from any one source per fiscal year.
3. Donations must be made in increments of at least four (4) hours or more.
4. In order to donate sick leave, an employee must have not less than ten (10) days of sick leave available after donation.
5. Donated time will be credited on an hour for hour basis, regardless of wage of either donator or recipient.
6. Donations may be contributed to either the general Catastrophic Leave Bank for general usage, or to an individual employee.
7. Those hours donated to an individual employee, but not used, upon return to work will automatically revert to the Catastrophic Leave Bank for general use.
8. Once made, a donation to the Catastrophic Leave Bank becomes the property of the bank, and may not be recovered by the donating employee.

D. Approval Process for Use of Catastrophic Leave Bank:

1. A request for use of the Catastrophic Leave bank must receive approval through the Personnel Officer.
2. The Personnel Officer will be responsible for determining employee eligibility to make withdrawals from the donation bank. Requesting employees are responsible for providing documentation of the anticipated duration of absence.
3. Donated leave days contained in the general usage bank are available to eligible employees on a first-come, first-served basis. Two (2) or more eligible employees may draw from the bank concurrently, providing available resources exist.

- E. Usage of Donated Hours:
1. An employee may use Catastrophic Leave to augment State Disability benefits not to exceed their base salary rate.
 2. Catastrophic Leave Bank donations may be used to augment any benefits received due to a work-related illness or injury.
 3. While an employee is on Catastrophic Leave using donated hours, the employee will be treated as in pay status, for purposes such as anniversary and longevity dates, health insurance, and other benefits, except that the employee will not accrue any vacation or sick leave.
 4. Usage of catastrophic leave may not exceed twelve (12) weeks during any twelve-month period. Extensions may be granted pursuant to Section 5.10 of the MOU.

5.14 **Workers Compensation:** The parties agree that DNSWMA will comply fully with the Workers Compensation Code of the State of California. Nothing in this paragraph is intended to waive any statutory right of any employee. When an employee is injured on the job or becomes ill from job-related causes, the employee is responsible for notifying the Appointing Authority. The Appointing Authority must submit a report of the injury or illness, including the date and time of occurrence and any relevant circumstance, to the Risk Manager's office. The report will be processed in accordance with the Workers Compensation law of the State of California and the procedures of the DNSWMA workers' compensation plan.

- A. If an employee loses time because of a workplace injury or industrial illness, the worker will be entitled to the benefits of the Workers Compensation law. This provides payment for medical treatment and hospitalization up to a maximum established by the State's benefit schedule. The employee is entitled to use accrued sick leave, compensatory time off, and/or vacation time to supplement the temporary disability payments to an amount equal to, but no greater than, the employee's full salary. In the event that sick leave, compensatory time off, and/or vacation time are used in this manner, they will be charged first to sick leave, second to compensatory time off, and lastly to vacation.
- B. Vacation and sick leave will continue to accrue at the normal rate while the employee remains on temporary disability.

ARTICLE VI EVALUATION

- 6.1 **General Provisions:** Each employee is expected to maintain high standards of performance. The work performance of each employee will be evaluated at the midpoint of the probationary period, at the conclusion of the probationary period, and annually thereafter on the employee's anniversary date. A special evaluation may be prepared by the employee's Appointing Authority at any time when warranted by either outstanding work performance or when work performance is unsatisfactory. In addition, a special evaluation will be prepared by an employee's Appointing Authority at an employee's written request but no more frequently than once between annual evaluations. In addition, the Personnel Officer may request a report from the Appointing Authority on the overall performance of any employee, at any time.
- A. Evaluation documents become a permanent part of the employee's personnel file.
 - B. It is the duty of the Appointing Authority during the probationary period of each employee in the department to investigate thoroughly the probationer's adjustment, performance and general acceptability, and to keep the probationer advised of his/her progress and to determine whether or not the probationer is fully qualified for permanent appointment. At least fifteen (15) working days prior to the completion of the probationary period, the Appointing Authority must submit a completed evaluation form to the Personnel Officer and provide a copy to the employee.
 - C. Violations of this section are subject to the grievance procedure. However, the actual ratings or comments made on an evaluation are not subject to mediation and/or binding arbitration or grievance unless they form the basis for a performance improvement plan or discipline. Employees will not be entitled to union representation at the initial evaluation meeting with the Appointing Authority, unless the previous evaluation received by the employee was less than satisfactory or the employee is on a performance improvement plan.
 - D. No complaint against an employee may be referred to in an evaluation unless the employee has been made aware of the details of the complaint within thirty (30) days that the DNSWMA became aware of the complaint.
 - E. The employee will have the right to file a response within ten (10) working days of receipt of the evaluation, including any attachments, witness statements, or the like. The response will be attached to any copy of the evaluation maintained by County or DNSWMA and will also be maintained in the employee's personnel file.
- 6.2 **Performance Improvement Plan:** If an employee receives a substandard evaluation, the Appointing Authority may prepare a performance improvement plan to provide clear direction to an employee whose performance is substandard. Performance Improvement Plans are described in detail in Article XII.
- 6.3 **Probationary Period:** All employees in permanent positions will be subject to a probationary period. A probationary period will commence upon the effective date of hire into a permanent position, including promotion. Service prior to a permanent appointment will, upon recommendation of the Appointing Authority and approval by the Personnel Officer, be counted as part of the probationary period, providing the temporary or provisional continuous service was in the same class as the position to which the probationary appointment is made. The regular probationary period will be six (6) months. An employee attains permanent status upon successful completion of the prescribed probationary period, and execution of the appropriate personnel action form.

- 6.4 **Extension of Probationary Period:** The Appointing Authority may, request an extension of the probationary period up to a total of six (6) additional months for an employee. Written extension requests are to be submitted for review to the Personnel Officer at least fifteen (15) working days prior to the end of the probationary period. The request must contain the reasons and justification for the extension, and the duration of the extension requested. The request must be accompanied by an employee's performance report and, when required by the Personnel Officer, a performance improvement plan. If approved by the Personnel Officer, the employee will be notified in writing by his/her Appointing Authority of the extension of his/her probationary period and the specific reasons for the extension. An employee attains permanent status upon successful completion of the probationary period, and execution of the appropriate personnel action form.
- 6.5 **Probationary Service:** A newly hired employee is subject to separation from DNSWMA service at any time during the prescribed probationary period, without right of appeal or hearing, except as may otherwise be required by law. In the case of a probationary termination, the Appointing Authority must notify the probationary employee in writing of the fact that he or she is being separated from DNSWMA service. Notice must be provided at least fifteen (15) working days prior to the end of the probationary period. In case of a promoted employee who fails to complete the probationary period following promotion, every reasonable attempt will be made to reinstate the employee to his/her previous position, provided that said position is vacant. If the employee's previous position is not vacant, every reasonable attempt will be made to place the employee in a vacant position that has equivalent pay and benefits to that of the previously held position and for which the employee is duly qualified for.
- 6.6 **Personnel File:** Upon separation, the DNSWMA will provide the employee with a copy of the employee's personnel file within ten (10) working days of the employee's written request.

ARTICLE VII
TRANSFER, PROMOTION, REASSIGNMENT, AND VOLUNTARY DEMOTION

- 7.1 **Effect of Lateral Transfer:** A permanent employee who is transferred laterally continues to be a permanent employee and does not have to serve a new probationary period in the new position. A probationary employee who is transferred laterally must serve a new probationary period in the new position. A transferred permanent employee retains all of the seniority accrued in the earlier positions(s), but the employee's anniversary date will be changed to reflect the date of assignment to the new position. A transferred permanent employee retains the same salary step placement, including longevity, received in the former position.
- 7.2 **Effect of the Promotion:** An employee who is promoted must serve a probationary period in the new position. The employee receives a new anniversary date upon promotion. A promoted employee will be placed at the lowest step of the new salary range which provides for a minimum 5% increase in salary. A promoted employee on Step F, G, H or I will remain at their longevity step in the new range.
- 7.3 **Voluntary Demotion:** An employee may be demoted to a vacant position in a lower class, or to a lower level in the same class series, upon the employee's written request and with the approval of the Appointing Authority and the Personnel Officer. This action will be known as a voluntary demotion and will be noted on all official records.
- 7.4 **Effect of Demotion:** An employee who is demoted, either voluntarily or involuntarily, will be treated as follows:
- A. If the employee is probationary, his/her probationary period will be a continuation of the probationary period being served at the higher level.
 - B. If the employee is permanent, he or she will not be required to serve a new probationary period in the next lower class.
 - C. If the employee is returned to a former class in which the employee held permanence, the employee will not be required to serve a new probationary period.
 - D. The employee receiving a demotion will be placed at a step in the new salary range which provides for the least loss of pay, but will be placed on Step F or G, if that step was held in the previous position.
- 7.5 **Class Series Advancement:** Employees may move upward in a class series upon the recommendation of the Appointing Authority, and with approval of the Personnel Officer, when the following criteria are met:
- A. The employee's qualifications must satisfy the qualifications indicated on the job description in the area of experience, and work performance must be rated above satisfactory.
 - B. In addition to the above, advancement to a III level requires that the employee provide lead person duties or be the only clerical employee who is responsible for all clerical functions in the department or unit.
 - C. An employee who receives a class series advancement must serve a new probationary period.
- 7.6 **Grant Positions:** When a grant position is made a regular position by action of the Governing Board, the individual occupying that position may be appointed to that position by the Appointing Authority and with the approval of the Personnel Officer, without normal recruitment procedures.

7.7 **Reassignment:** Employees may, from time to time, be affected by reorganization, change of assigned worksite, or other factors which result in physical relocation of the employee's worksite or work station. In all such cases, employees will be reassigned to the new worksite or work.

ARTICLE VIII
CLASSIFICATION AND RECLASSIFICATION

- 8.1 Classification: When the DNSWMA classifies a new position, the DNSWMA will notify the union of the compensation proposed for the new position or reclassified position before such classification or reclassification may be posted on the agenda of the Governing Board, and upon written request will meet and discuss on the subject within ten (10) days of the notification to the union in writing by the DNSWMA of the proposed classification.
- 8.2 Reclassification: If an employee's duties vary from his or her job description sufficiently to warrant a change in classification, either party may request to meet and discuss with the other about reclassification of the position to reflect the actual or proposed job duties of the position.

**ARTICLE IX
HEALTH AND WELFARE BENEFITS**

- 9.1 **General Provisions:** All permanent, probationary and grant employees are eligible for full health benefits through a self-funded plan subject to annual deductibles and co-pays. Extra help, limited term, temporary and seasonal employees will receive only those fringe benefits required by law. Employees entitled to health benefits will be eligible for coverage on the first day of the month following completion of sixty (60) days of continuous employment. Any employee whose date of hire falls between the 1st and 15th day of the month will have said month counted in its entirety toward the waiting period. Any employee whose date of hire is the 16th of the month or later will not begin their waiting period until the 1st day of the following month. The health plan includes medical, mental health, life and dental coverage. In addition, the employee may elect to cover dependents by the payment of premiums through payroll deduction. Covered employees and their covered dependents (spouses and children) have the opportunity to temporarily continue their health coverage if coverage is lost under certain qualifying circumstances. Employee's must contribute five percent (5%) of their gross biweekly salary toward their healthcare premium and the DNSWMA shall contribute the remaining amount. See the Health Care Plan Booklet contained in Attachment B for specific benefits, co-pays and continuation coverage provisions.
- 9.2 **Dependent Coverage Rates:** For specific dependent rate information, refer to Attachment C.
- 9.3 **Plan Continuation Benefit:**
- A. Employees who retire from DNSWMA service may continue their medical coverage at DNSWMA group rates at their option, and subject to all rules and regulations of the DNSWMA's medical benefits carrier at the time. It is understood and agreed that the DNSWMA will not be liable for payment of any premium to its medical carrier. If the retired employee fails for any reason to make a payment when due, the DNSWMA will not make the payment for him/her, and the benefit could be lost in this event. However, employees retiring after the age of fifty-five (55) and serving a minimum of twenty-five (25) continuous years in DNSWMA service will be eligible to continue the DNSWMA Health Care Plan at no premium cost for the retiree until the employee qualifies for Medicare benefits. Continued coverage in the DNSWMA's plan when the retiree qualifies for Medicare will be paid by the retiree at the same rate set by the DNSWMA for retirees. For specific retiree rates, including dependent coverage rates, refer to Appendix C.
- B. Effective November 1, 2009, employees hired after November 1, 2009 will not be eligible to continue health insurance coverage as a retiree until they have achieved fifteen (15) years continuous DNSWMA service. Employees hired between January 1, 2007 and October 31, 2009 will not be eligible to continue health insurance coverage as a retiree until they have achieved ten (10) years continuous DNSWMA service. All employees hired prior to January 1, 2007 will be unaffected by this article.
- C. The DNSWMA makes available to employees a premium conversion plan under IRS Code Section 125, by which employees who pay for dependent medical care may have their premium contributions paid with pre-tax dollars.
- 9.4 **Dental Benefits:** The DNSWMA provides dental benefits under its self-insured health plan, a copy of which is attached to this MOU as an exhibit. See the Health Care Plan Booklet contained in Attachment B for specific benefits, co-pays and continuation coverage provisions.

- 9.5 **Life Insurance:** The DNSWMA also provides a life insurance policy of fifteen thousand (\$15,000) at no cost to the employee. Mid-Management and professional employees are also provided a life insurance policy equal to one (1) year's gross pay at no cost to the individual.
- 9.6 **Voluntary Insurance Plans:** Employees are eligible for a variety of employee and dependent paid insurance plans offered through AFLAC. Union members may participate in a Union sponsored vision plan. For more details, contact an association area representative. Voluntary insurance plans are paid for by the employee through payroll deduction of premiums, at no cost to the DNSWMA.
- 9.7 **Ground and Air Ambulance Plan:** The DNSWMA provides ground and air ambulance coverage through Del Norte Ambulance and Cal-Ore Life Flight at no charge to permanent employees and their dependents upon eligibility for health benefits.
- 9.8 **PERS Employee Contribution:** After completing five (5) years of eligible PERS DNSWMA service credit in DNSWMA employment, the DNSWMA will pay the employee's share of PERS retirement contribution as follows:
Employees employed July 1, 1996 and thereafter who achieve five (5) continuous years of eligible service, the employee paid share contributions will be reduced from three percent (3%) to zero percent (0%), with the DNSWMA contributing seven percent (7%) of the employees share of PERS contribution; and
- 9.9 **PERS Benefit Calculation:** The average monthly pay in calculating retirement benefits is based on the 12 highest paid consecutive months.
- 9.10 **PERS Employer Paid Employee Contribution:** DNSWMA will report the value of employer paid employee contributions as compensation pursuant to Government Code section 10636(c)(4) for purposes of calculating retirement for all miscellaneous members.
- 9.11 **Employee Discount Program:** The DNSWMA may participate in and pass along employee discounts offered by vendors as they become available, provided said participation does not violate legal or ethical rules. Participation in such discount programs may not hold the DNSWMA liable in any manner. Offers or programs that require DNSWMA staff time to verify employment or in any way assist in the overall management of the discount program will be considered on a case by case basis. Examples of employee discount programs are, but not limited to the following: Microsoft Office software purchase, Verizon Wireless discount, and Dell computer purchasing program. Specific information regarding current discount programs may be obtained from the Personnel Office.
- 9.13 **Clothing Benefits:** DNSWMA provides clothing/uniforms to specified employees for safety purposes. Employees may be required to sign and adhere to DNSWMA clothing benefit agreements.
- A. Generally. Employees working at the gate or at outdoor collection areas are required to wear: safety vests, reflective clothing, and closed-toe protective shoes. DNSWMA will provide clean rain coats and safety vests for use by employees and at no cost to employees.
- B. Transfer Station and Landfill. DNSWMA will provide work gloves, hard hats, and other appropriate safety equipment for staff doing testing or maintenance inside the Transfer Station building or at the Crescent City Landfill.

- C. Other Protection. Any member of staff may suggest that DNSWMA administration procure additional safety equipment, supplies, or defensive or protective measures against animals or insects that have the potential to reduce injury or improve workplace safety for any regular aspect of the employee's work responsibilities. All such clothing, equipment, or supplies issued to employees by DNSWMA will be the responsibility of that employee to clean and maintain and must be returned to DNSWMA clean at the end of employment.

9.14 **Protective Footwear:**

- A. Protective footwear is designed to protect the feet from injuries associated with the operation of equipment. The footwear should be above the ankle, heavy weight leather or like material, with steel toed boots. All employees working with heavy equipment, loading vehicles, and the like, must wear protective footwear.
- B. If any employee is required to work with heavy equipment, or load vehicles or the like, DNSWMA will provide a bi-annual allowance of \$150.00 for protective footwear.
- C. DNSWMA will provide \$150.00 every other fiscal year for protective footwear. The payment will be made in August of every other year. New employee's initial payment will be paid to the new employee within thirty (30) days of employment. It is the responsibility of the employee to ensure compliance with the protective footwear policy.
- D. All covered employees required to wear protective footwear must report to work, whether regularly scheduled or called out, with the appropriate footwear on their feet. Failure to do so will restrict the employee from normal work duties requiring protective footwear and may result in disciplinary action. The employee will be required to obtain the protective footwear. Time away from work to obtain the protective footwear is not work time. Restriction from normal work duties may include assignment of those duties.

**ARTICLE X
LAYOFF AND RE-EMPLOYMENT**

- 10.1 **Reason for Layoff:** Whenever, in the judgment of the Governing Board, it becomes necessary to reduce staffing levels, positions may be abolished and employees may be laid off. The Personnel Officer must notify each employee who is to be laid off, and the Union, in writing not less than (14) calendar days prior to the effective date of layoff. During the fourteen (14) day notice period, up to ten (10) hours paid leave may be granted to each employee being laid off to be away from work for job search purposes.
- 10.2 **Retirement in Lieu of Layoff:** Any employee eligible may accept a service retirement in lieu of layoff. An employee who chooses to retire must inform the Personnel Officer in writing not less than ten (10) days prior to the effective date of layoff. The DNSWMA will assist the employee with processing retirement through PERS. An employee who retires in lieu of layoff will be placed on the re-employment list along with other laid-off employees. The employee's eligibility for retirement will be governed by applicable statutes and the regulations of PERS. The DNSWMA agrees that, when an eligible retiree responds positively and in a timely fashion to an offer of re-employment, the retiree should be granted the time necessary to terminate retired status and return to active employment. An eligible retiree who declines a re-employment offer in the class and department from which laid off may be removed from the re-employment list and be considered permanently retired.
- 10.3 **Equal Seniority:** If two (2) employees in the same class have the same final anniversary date, seniority will be determined by each employee's rating on the most recent performance evaluation. A rating of "outstanding" carries the highest seniority value. If seniority remains equal following comparison of evaluations, DNSWMA and the Union must meet and confer to determine which employee has the greatest seniority. Part-time employee seniority is calculated on the basis of accrued hours of service.
- 10.4 **Temporary Positions:** No employee serving in a temporary extra-help or limited-term position may be retained if an employee in the same class is being laid off. No temporary employee may be hired into a class while permanent employees are on a reemployment list for the same class in the department. Employees on the reemployment list have priority for temporary positions.
- 10.5 **Retreat Rights:** An employee to be laid off from his/her position may elect to displace the least senior employee in their class. If there is no less senior employee, the employee may displace the least senior employee in a lower class which the employee to be laid off has served in a permanent status, if the employee to be laid off has more seniority than that employee in the lower class. An employee displaced by a more senior employee may likewise exercise retreat rights, in order of seniority. An employee displaced by a more senior employee exercising retreat rights has the same reemployment rights as an employee who is laid off. An employee who is to be laid off who chooses to exercise retreat rights must inform the Personnel Officer of that decision in writing within five (5) working days of receipt of notice of layoff. Employees who exercise retreat rights will not be required to serve a probationary period in the class they retreat to.
- A. An employee who retreats to a lower class will be placed at a step of the appropriate salary range which represents the least loss of pay. An employee may not be advanced to a longevity step (F, G, H or I) unless longevity has already been attained.

- 10.6 **Re-employment Rights:** Laid off employees, and employees displaced from their positions by more senior employees, and grant employees whose grants are cancelled or expire will be eligible for re-employment in the class held at the time of layoff for a period of eighteen (18) months from the effective date of layoff or displacement. Re-employment will be in the reverse order of layoff. Their employment will take precedence over hiring and transfers when a vacancy in the class of former placement comes available.
- A. Employees on a re-employment list will have the same rights as active employees to seek transfers and promotions to vacant positions in other classes throughout the DNSWMA.
 - B. An employee who is reemployed in the same class from which he or she was laid off or displaces while he or she was on a re-employment list, will be restored to the same salary step held at the time of layoff or displacement. If the employee exercised retreat rights to a lower class at the time of layoff, salary step placement will be adjusted upward upon re-employment as if the employee had served that time in the original class. The time on the re-employment list will not be considered a break in service, except that the employee's original hire and anniversary dates will be adjusted to deduct the time off work.
 - C. The names of persons laid off or demoted will be entered upon re-employment lists for positions for which they are qualified. The list will be used when a vacancy arises in the same or lower classes before certification is made for an eligibility list.
- 10.7 **Reemployment Notice:** Whenever there is an active re-employment list, the DNSWMA will provide written notification of appropriate openings to employees on the list by first class mail, addressed to the employee's last known address. It is the employee's responsibility to keep the DNSWMA informed of his/her mailing address. DNSWMA's responsibility to provide notice hereunder is waived if a notice is returned to DNSWMA as undeliverable.
- 10.8 **Employee Response:** A laid off/displaced employee who accepts a re-employment offer is responsible for notifying the Personnel Officer of that fact in writing within five (5) days of receipt of a re-employment notice. An employee accepting re-employment will return to duty not later than thirty (30) calendar days following the date of intended re-employment announced by the Personnel Officer. The employee is responsible for notifying the Personnel Officer in writing of the time needed to return to duty.
- 10.9 **Wage, Hour and Working Condition Issues:** DNSWMA and the Union agree that layoffs and displacement may trigger problems among remaining employees in such areas as distribution of work of laid off employees, preservation of bargaining unit work within the unit, classification levels of remaining employees, workload and work scheduling problems, and similar issues. It is agreed that these issues will be addressed on a case-by-case basis, upon receipt by the DNSWMA or a request to meet and confer with the Union.

ARTICLE XI GRIEVANCE PROCEDURES

- 11.1 **Purpose:** It is the purpose of this procedure to provide an avenue of communication through which an employee or groups of employees may have their complaint heard and decided in an orderly and timely manner.
- 11.2 **Definition of a Grievance:** A grievance is a complaint of an employee or group of employees alleging the violation, misinterpretation or misapplication of any provision of this Memorandum of Understanding, or working conditions within the control of the Appointing Authority, including rules and regulations, and disciplinary action for which no other procedure for orderly adjudication of the complaint exists.
- 11.3 **Definition of a Grievant:** The employee(s) within a bargaining unit represented by the Union alleging a grievance is the grievant.
- 11.4 **Timeline:** A grievance must be filed (Step Two) within thirty (30) calendar days after the event, or after the grievant becomes knowledgeable of the event, but in no case after sixty (60) days from the event. Time limits set forth herein may be extended by mutual written agreement between the DNSWMA and the grievant, or DNSWMA and the Union, in a represented grievance.
- 11.5 **Informal Grievance Procedure (Step One):** An employee, or group of employees must first discuss their grievance with the Appointing Authority. If, within five (5) working days, the Appointing Authority has not resolved the grievance to the satisfaction of the employee, the employee may submit his or her grievance in writing formally.
- 11.6 **Formal Grievance Procedure (Step Two):** The grievant may submit a formal grievance in writing on the form provided by the DNSWMA. Within ten (10) regular working days of receipt of the grievance, the Personnel Officer will investigate and provide a response in writing to the grievant. The response will include a complete statement of the Appointing Authority's position and the facts and evidence upon which it is based, and the remedy or correction which has been offered, if any. The grievance form, and any requests for hearing must be in writing and set forth the specific provision(s) of the MOU the grievant alleges has been violated, misinterpreted, or misapplied, and must set forth facts supporting the allegations and the resolution desired.
- 11.7 **Step Three:** If, within five (5) regular working days of receipt of the Personnel Officer's written response, the grievant disputes the resolution proposed, the grievant may request that the grievance be heard by a mediator from the California Mediation and Conciliation Service. This request must be in writing or on a form provided by the DNSWMA stating the reasons why the proposed resolution is still disputed. The outcome of this mediation will be advisory in nature.
- 11.8 **Step Four:** If, within five (5) regular working days of receipt of the response of the mediator, the grievant disputes the proposed resolution, the grievant may request that the grievance be heard before the Governing Board of the DNSWMA. The request must be in writing or on a form provided by the DNSWMA stating the reasons why the outcome is still in dispute. The requested hearing must be held within forty (40) regular working days of receipt of the appeal by the Clerk of the Board. The Board's decision must be in writing, stating the reasons for their decision and must be presented to the grievant within five (5) regular working days of the hearing. The decision of the Governing Board will be final.

- 11.9 **Non-Retaliation:** Employees who file a grievance or who participate in a grievance in any capacity, including as witnesses, will be free from retaliation as a result of filing or participating in a grievance. Retaliation protection is provided by state and federal laws.
- 11.10 **Performance Standards:** Employees who file grievances are not excused from performing their jobs to acceptable standards at all times during the processing or following a grievance.
- 11.11 **Right to Representation:** The Union will have the right to represent employees in grievances. Individual employees may process their own grievances without assistance from the union. Nothing in this MOU shall require the Union to represent a grievant that has filed a formal grievance at step two without Union representation in any subsequent proceeding.
- 11.12 **Employee Processed Grievances:** DNSWMA will provide the Union with a copy of the proposed resolution(s) to any grievances processed by employees without Union representation, except those grievances containing a confidential component. The Union will be granted five (5) business days to review the proposed resolution(s) prior to implementation, to determine that the proposed resolution(s) are in conformance with the terms of this MOU. Grievances processed without Union representation will not be precedent setting.
- 11.13 **Release Time for Witnesses:** DNSWMA will release from duty without loss of pay or benefits any employee called as a witness in any grievance hearing by the Union or an individual employee grievant.

ARTICLE XII DISCIPLINE

- 12.1 **General Provisions:** Employees not subject to the provisions of Local Agency Personnel Standards (Government Code Title II, Administration, Division 5 [LAPS]), may be disciplined only in accordance with the provisions of this Article. Employees subject to LAPS may be disciplined only in accordance with the provisions of this Article and LAPS. In the event of conflict, the provisions of LAPS take precedence over this Article.
- 12.2 **Discipline:** Discipline means all personnel actions resulting from acts or omissions on the part of an employee consisting of written warnings, written reprimands, suspension without pay, demotion or dismissal. Permanent employees may be disciplined only for just cause. All reasonable efforts will be made to apply discipline progressively, to afford the employee a reasonable opportunity to correct deficient work practices or conduct. Newly-hired probationary employees may be suspended without pay, demoted or dismissed without the right to appeal or hearing. Promotional probationary employees who have previously achieved permanence in any class enjoy full due process rights established in this Article and in Section 6.5 of this MOU.
- A. Written warnings and written reprimands may be challenged through the grievance procedure contained in Article XI of this MOU, but such disputes will not be subject to Step Four.
- B. Discipline may not be imposed on a permanent employee for any cause if the Appointing Authority had knowledge of the conduct for more than six (6) months and failed to issue formal charges.
- 12.3 **Right to Representation:** Whenever disciplinary action is initiated by the Appointing Authority, the employee must be advised that s/he has a right to the presence of a representative, including the Union, at all stages of the proceedings, including, but not limited to, discussions and interrogations involving the employee, and at informal and formal disciplinary hearings.
- 12.4 **Clearance for Disciplinary Action:** Any proposed disciplinary action must be approved by the Personnel Officer prior to any action being taken, in order to insure conformity with the procedures established in this Article, and consistency in the severity of discipline applied.
- 12.5 **Leave Pending Investigation:** Only on approval of the Personnel Officer may an employee against whom charges have been served pursuant to Section 12.14, or who is under investigation for possible discipline, be placed on paid administrative leave pending an investigation.
- 12.6 **Short Suspension:** If formal charges are served on an employee, and the discipline recommended is a suspension without pay for five (5) working days or less, discipline may be imposed immediately. The employee may request a hearing on the charges. If requested, an informal and formal hearing will be conducted as provided for in Sections 12.17 and 12.18. If the charges are not sustained, and/or if the discipline is rejected at Arbitration, the employee will be compensated for those days of suspension without pay not upheld by the Arbitrator.
- 12.7 **Negative Evaluations:** A negative evaluation may not of itself constitute grounds for discipline of a permanent employee, however, the deficiencies in employee performance including conduct documented in a negative evaluation may constitute grounds for discipline, and may result in charges being brought against an employee under the provisions of this Article.

- 12.8 **Disciplinary Documents:** All documents pertaining to a disciplinary action will become a permanent part of the employee's personnel file, provided that in the event disciplinary charges are not sustained through an appeal process, all references to the discipline will be removed from the personnel file at the written request of the employee.
- 12.9 **Performance Improvement Plan:** The purpose of a performance improvement plan is to provide the employee with an opportunity to improve performance to an acceptable level and ensure that the DNSWMA is using progressive discipline in all cases except those warranting termination. Accordingly:
- A. Performance improvement plans may be prepared when an employee receives an evaluation at less than satisfactory level, and must be prepared when an employee receives a written warning, written reprimand, suspension without pay, or involuntary demotion.
 - B. The plan must contain clear, objective and measurable performance targets that are both reasonable and designed to help the employee perform at a satisfactory level.
 - C. The plan should include training if there are any deficiencies in the employee's knowledge or skills, and should not be punitive in nature.
 - D. The length of the performance improvement plan, and the terms thereof, must, in all cases, demonstrate that the DNSWMA is using a process of progressive discipline which is designed to provide an opportunity to actually correct deficiencies in performance. The Personnel Officer must approve of any performance improvement plan before it is implemented.
 - E. A performance improvement plan, along with any disciplinary documents, will become a permanent part of the employee's personnel file. The performance improvement plan will be prepared by the appointing authority and be subject to the approval of the Personnel Officer prior to delivery to the employee.
 - F. The plan will also describe the necessary consequences of failing to abide by the performance improvement plan, failure to improve, or repeating the same violation within the time frame of the plan. A Performance improvement plan may become a basis for progressive discipline if the violation or act that generated the plan is repeated.
 - G. At the end of the performance improvement plan, the appointing authority will either file a notation in the personnel file that the employee has successfully completed the performance improvement plan, and improved performance to an acceptable level, or if performance has not improved, the Appointing Authority may revise the performance improvement plan for an additional period, or the Appointing Authority may refer the employee to progressive discipline. In no case may a performance improvement plan last longer than six (6) months.
- 12.10 **Grievability:** The allegations, contents and outcomes of disciplinary action are not grievable. However, alleged procedural violations of this Article must be raised as part of the disciplinary proceedings rather than under the grievance procedure set forth in the previous Article.
- 12.11 **Grounds for Disciplinary Action:** The following constitute grounds for disciplinary action:
- A. Conviction of a felony.
 - B. Misappropriation of public funds or property.
 - C. Misconduct.
 - D. Intentional or neglectful misuse of public property resulting in increased maintenance or repair costs or a reduction in service life of the equipment.
 - E. Use of DNSWMA property not related to job function or for personal gain.

- F. Failure to improve substandard performance.
- G. Discourteous, discriminatory, offensive or abusive treatment of the public or fellow employees.
- H. Drinking alcoholic beverages or use of controlled substances without a prescription on the job, or arriving on the job under the influence of alcohol or controlled substances without a prescription.
- I. Habitual absenteeism or tardiness.
- J. Absence without notification as defined in Section 5.5 of this MOU.
- K. Abuse of sick leave or any other paid leave.
- L. Disorderly conduct.
- M. Incompetence or inefficiency in the performance of assigned duties.
- N. Being wasteful of material, property or working time.
- O. Insubordination, including, but not limited to, refusal to perform assigned tasks.
- P. Violation of any lawful, safe and reasonable order or written regulation made or given by an employee's supervisor or higher DNSWMA authority.
- Q. Neglect of duty.
- R. Dishonesty.
- S. Fraud in securing employment.
- T. Gross Misconduct.
- U. Refusal or failure to comply with safety rules and/or regulations, including drug and alcohol policies, promulgated by any governmental agency with jurisdiction.
- V. Refusal to take a medical examination legally required by DNSWMA.
- W. Serious physical or mental disability which prevents the employee from performing the essential functions of the position, even with reasonable accommodation for the disability.
- X. Failure to maintain any formal licensing or certification required for the employee's position.
- Y. Falsification of DNSWMA records.
- Z. A violation of another person's constitutional rights.
- AA. Knowing and intentional disclosure of information that is confidential by law or written DNSWMA policy.
- BB. Engaging in threats or violence, direct, indirect, implied or actual, against co-workers or any other person in connection with DNSWMA business.

12.12 **Disciplinary Procedure:** Discipline may be imposed for the violation of any provision of Section 12.11. A written warning may be given for the first or a relatively minor infraction, and will specify the details of the offense and may include a performance improvement plan. A written reprimand may be given for repeated offenses or an offense of increased severity, and will specify the details of the offense(s) and include a performance improvement plan. If a suspension without pay of five (5) working days or less is proposed, the following procedure and the provisions of Sections 12.6 apply. If suspension without pay for more than five (5) working days, demotion or dismissal is proposed, the following procedure applies.

12.13 **Written Notice of Charges:** When the Appointing Authority determines that sufficient grounds exist for imposing discipline on an employee, and following clearance by the Personnel Officer, the Appointing Authority shall prepare and provide to the employee a written notice of charges five (5) days prior to the proposed effective date. The notice must contain the following information:

- A. The provisions of Section 12.11 cited as Grounds for Disciplinary Action.

- B. A statement of the specific acts or omissions upon which the discipline is based, including the names, dates, times, locations and circumstances of the alleged offense(s), unless the information is privileged, stated in clear and concise language. The statement must be sufficiently specific as to fully inform the employee of the nature of the charges against him/her.
 - C. A statement that a copy of all non-privileged materials upon which the discipline is based are attached or available for inspection upon request.
 - D. A description of the proposed discipline and its effective date(s).
 - E. A statement advising the employee of the right to request a hearing on the charges, and the time frame in which such a request must be made.
 - F. A statement advising the employee of the right to representation at any and all disciplinary proceedings.
 - G. A blank "Response to Charges and Request for Hearing" form, the signing and return of which to the Personnel Officer constitutes activation of the hearing process.
- 12.14 **Service of Written Notice:** All notices of proposed discipline must be personally served upon the employee, or mailed by certified mail, return receipt requested, to the last known address of the employee. Refusal to acknowledge receipt of the written notice does not preclude response time referenced in Sections 12.15 and 12.16 below.
- 12.15 **Employee Response:** The employee may deny all of the charges and request a hearing on the charges by delivering a written statement which includes the grounds for denial of charges to the Personnel Officer within five (5) regular working/business days of the date of receipt of the charges. This statement may be made on the form provided for that purpose along with the charges, or on a separate piece of paper, signed and dated by the employee.
- 12.16 **Failure to Respond:** If the employee fails to request a hearing within five (5) business days of receipt of the charges, the right to a hearing is waived, and the Appointing Authority may impose discipline upon the employee, with the approval of the Personnel Officer.
- 12.17 **Informal (Skelly) Hearing:** If the employee requests a hearing on the charges, the Personnel Officer will schedule an informal hearing at which the employee may answer and refute the charges, present mitigating evidence or otherwise respond to the charges. The Personnel Officer must issue an opinion and decision within ten (10) business days of the hearing. If the Personnel Officer finds that the discipline proposed is not justified, the Personnel Officer may order the charges rejected and the employee is exonerated with full salary and benefits. The Personnel Officer may also reduce the severity of discipline proposed or imposed under Section 12.6. If this occurs, the employee may still choose to go forward to a formal hearing on the charges. It is the intent of the parties that all disputes be resolved at the lowest administrative level possible.
- 12.18 **Formal Hearing:** If the employee is dissatisfied with the Personnel Officer's decision, the employee must notify the Personnel Officer within ten (10) business days after the Personnel Officer's decision has been mailed or delivered to the employee. The Personnel Officer will arrange for a formal hearing on the charges. The Union and DNSWMA may agree to a hearing officer; if they do not, they must select an arbitrator as provided below:
- A. The parties may agree to an arbitrator. If they cannot agree on selection of the arbitrator, they will make a joint request to the State Conciliation Service for a list of five (5) qualified arbitrators. The arbitrator will be selected from the list by alternatively striking names, with the opportunity to go first decided by chance.
 - B. The parties will submit briefs and documents to the arbitrator at least ten (10) business days before the hearing.

- C. The arbitrator will not be empowered to alter, amend, change, add to or subtract from any of the terms of this MOU. The decision of the arbitrator must be based solely upon the evidence and arguments presented by the parties to the arbitration. The decision will be final and binding upon the parties.
- D. The parties will share equally the cost of the arbitration. Each party will bear its own witness and/or attorney fees. If a court reporter is requested, the party requesting the reporter will bear that cost. Any party requesting a copy of the transcript will bear the costs thereof. Because of the impact of *Florio v. City of Ontario*, (05 CDOS 6192), in cases where the hearing arises directly from imposed or proposed discipline against the employee, DNSWMA will bear the entire cost of the arbitration, but parties will continue to bear their own attorney's fees and/or witness fees.

12.19 **Conduct of Hearing:** The employee may request either an open or closed hearing at his/her discretion. The technical rules of evidence will not apply, but oral testimony will be taken only on oath or affirmation. Any relevant evidence will be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of this evidence over objection in a civil action. Hearsay evidence may be used for the purposes of supplementing or explaining other evidence, but will not be sufficient to support a finding unless it would be admissible over objection in a civil action under the California Evidence Code. The rules of privilege will be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence should be excluded.

- A. Each party will have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though the matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him. If the employee does not testify on his/her own behalf, he or she may be called and examined as if under cross-examination.
- B. DNSWMA will open the case and present evidence in support of the discipline proposed or imposed under Section 12.6. DNSWMA will have the burden of proving charges by a preponderance of the evidence.
- C. Relevant documents which are part of the employee's personnel file, and those constituting the disciplinary action being appealed and upon which the DNSWMA intends to rely in presenting its case, may be admitted as evidence in the hearing.
- D. The employee may present his/her case in person or through a representative of his/her choice.
- E. The hearing must be recorded verbatim by a court reporter, who will be compensated by the DNSWMA. The costs of any transcript ordered will be borne by the party ordering the transcript.
- F. The costs of the hearing officer will be borne by DNSWMA.
- G. The decision of the hearing officer will be final and must be submitted within ten (10) business days. The arbitrator will issue a finding on each charge and specification individually, and on the charges as a whole. The decision will be final and binding on the parties.

12.20 **Negotiated Settlement:** At any point in the proceedings the Personnel Officer and the employee and his/her representatives, if any, may negotiate, compromise, and/or settle any dispute concerning discipline. The employee should be granted a reasonable amount of time to have any proposed settlement reviewed by a representative of his/her choice before agreeing to and signing

the settlement. Any negotiated settlement must be reduced to writing, and will become a permanent part of the employee's personnel file.

- 12.21 **Termination of a Grant or Temporary Extra-Help or Limited-Term Employee:** A grant or extra-help or limited-term temporary employee may be terminated at any time without right of appeal or hearing, except as otherwise may be provided by law. In case of termination the Appointing Authority must provide the employee written notice of the reason for termination.

ARTICLE XIII
LABOR-MANAGEMENT

In order to encourage open communications, harmonious relations, and constructive problem solving, the DNSWMA and Union agree to meet on an annual basis to discuss items of mutual concern. To this purpose, two representatives from the Union, one of whom shall be the Union President, and two representatives from the DNSWMA, one of whom shall be the Executive Director, will meet at a time and date set by mutual agreement. Agenda items may be submitted by either party and will be mutually agreed upon. In no case may formal grievances or negotiations proposals be on the agenda. The Labor-Management meeting is advisory and has no authority to add to, delete from, or to modify the current Memorandum of Understanding.

ARTICLE XIV
EFFECT OF MEMORANDUM OF UNDERSTANDING

It is understood that the specific provisions of this MOU shall prevail over DNSWMA practices and procedures to the extent permitted by California law, and that in the absence of specific provisions in this MOU, such practices and procedures are discretionary on the part of the DNSWMA. Unless specifically waived in this MOU, DNSWMA specifically reserves its right to make decisions relating to the merits, necessity or organization of any service or activity as authorized in Government Code section 3504.

ARTICLE XV
ARTICLE/SECTION REPLACEMENT PROVISION

If any provisions of this MOU are held to be contrary to the law by agreement of the parties or by a court of competent jurisdiction, those provisions will be deemed severed, except to the extent permitted by law, but all other provisions will remain in force and effect. If the event that any Article or Section of this MOU is held contrary to law, DNSWMA and the Union must meet and confer within thirty (30) days after the holding comes to the attention of the parties for the purpose of arriving at a mutually satisfactory and legally enforceable replacement for that Article or Section.

ARTICLE XVI
REOPENER

The DNSWMA will be entitled to reopen negotiations not more than once every eighteen (18) months during the term of this agreement and the Union will be entitled to reopen negotiations not more than once every eighteen (18) months during the term of this agreement each for the purpose of meeting and conferring on items of economic significance. Reopening of this agreement may also occur by mutual consent of both parties.

In addition, DNSWMA and the Union agree to meet and confer as soon as practicable on any substantive changes made by the County to its Employee MOU. Any agreed upon changes must be submitted to the Governing Board for approval.

**ARTICLE XVII
NEUTRALITY AGREEMENT**

DNSWMA and the Union agree to abide by all applicable California Codes and regulations of PERB, with reference to employee organization. DNSWMA agrees that it will not threaten to impose or impose reprisals on any employees, discriminate or threaten to discriminate against any employees nor otherwise interfere with, restrain or coerce the right of any employee to select a recognized employee organization. DNSWMA will not attempt to dominate or interfere with the formation, selection, administration, or decertification of any employee organization nor contribute financial or any other support to any employee organization nor in any way encourage or attempt to influence employees to join any organization in preference to any other.

The Union agrees that it will not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against any employees, or otherwise interfere with, restrain or coerce employees because of their exercise of rights guaranteed by the California Codes and Federal regulations.

Nothing in this agreement may be construed to limit the freedom of speech or association of any individual. The parties agree that if either party believes that the other has violated, is violating, or is about to violate this neutrality agreement, prior to filing with PERB, the aggrieved party must provide at least four (4) working hours notice of such belief to the administration or leadership of the other party. Neither party may file with PERB unless such notice has been given.

DEL NORTE SOLID WASTE
MANAGEMENT AUTHORITY

Kevin Hendrick

Kevin Hendrick
Executive Director

6/13/11

Date

EMPLOYEE'S ASSOCIATION/
SEIU Local 1021

Lathe Gill
Lathe Gill, Field Representative

6/13/11
Date

Approved and adopted this 16 day of April, 2010 by the Del Norte Solid Waste
Management Authority Board of Commissioners. KH

Kathryn Murray
Kathryn Murray, Chair
DNSWMA Board of Commissioners

ATTEST:

Rosa Reppond
Rosa Reppond, Clerk of the Board

APPROVED AS TO FORM:

Robert N. Black
Robert N. Black, Legal Counsel

ATTACHMENT A
LIST OF CLASSIFICATIONS COVERED BY THIS MOU

Job Title	Range No.	Step A	Step B	Step C	Step D	Step E
Account Clerk I	20	792.27	831.88	873.47	917.14	963.00
Account Clerk II	24	873.47	917.14	963.00	1011.15	1061.71
Account Clerk III	28	963.00	1011.15	1061.71	1114.80	1170.54
Refuse Site Attendant	24	873.47	917.14	963.00	1011.15	1061.71

ATTACHMENT B
Health Care Plan Book

ATTACHMENT C
Health Care Premium Schedule

<u>DNCEA/SEIU Biweekly Premium Increase Schedule</u>	<u>Biweekly Rate</u>	<u>SEA Biweekly Premium Increase Schedule</u>	<u>Biweekly Rate</u>
Employee	5% of Gross	Employee	5% of Gross
Employee + 1*	\$ 99.18	Employee + 1*	\$ 99.18
Employee + 2*	\$ 152.37	Employee + 2*	\$ 152.37
Employee + 3*	\$ 159.00	Employee + 3*	\$ 159.00
Employee + 4 or more*	\$ 165.62	Employee + 4 or more*	\$ 165.62

Cobra Rate Schedule

<u>Premium Increase Schedule</u>	<u>Monthly Rate</u>
Single	\$524.99
Single + 1	\$1,018.49
Single + 2 or more	\$1,532.99

Retiree Rate Schedule

<u>Retiree's Under 65</u>	<u>Monthly Rate</u>	<u>Retiree's 65 & Over - Full Plan</u>	<u>Monthly Rate</u>
10 to 15 years Single	\$ 386.06	10 to 15 years Single	\$ 225.00
10 to 15 years R+1 Dep	\$ 748.89	10 to 15 years R+1 Dep	\$ 439.91
10 to 15 years R+ 2 or more	\$ 1,127.20	10 to 15 years R+ 2 or more	\$ 555.15
16 to 20 years Single	\$ 257.25	16 to 20 years Single	\$ 200.00
16 to 20 years R+1 Dep	\$ 559.76	16 to 20 years R+1 Dep	\$ 414.91
16 to 20 years R+ 2 or more	\$ 875.02	16 to 20 years R+ 2 or more	\$ 530.15
21 to 24 years Single	\$ 128.68	21 to 24 years Single	\$ 175.00
21 to 24 years R+1 Dep	\$ 343.59	21 to 24 years R+1 Dep	\$ 389.91
21 to 24 years R+ 2 or more	\$ 458.83	21 to 24 years R+ 2 or more	\$ 505.15
25 or more years Single	\$ -	25 or more years Single	\$ 150.00
25 or more years R+1	\$ 214.91	25 or more years R+1	\$ 364.91
25 or more years R+2 or more	\$ 344.50	25 or more years R+2 or more	\$ 480.15

Retiree's 65 & Over - Dental Only

	<u>Monthly Rate</u>
10 to 15 years Single	\$ 60.00
10 to 15 years R+1 Dep	\$ 115.00
10 to 15 years R+ 2 or more	\$ 165.00
16 to 20 years Single	\$ 60.00
16 to 20 years R+1 Dep	\$ 115.00
16 to 20 years R+ 2 or more	\$ 165.00
21 to 24 years Single	\$ 60.00
21 to 24 years R+1 Dep	\$ 115.00
21 to 24 years R+ 2 or more	\$ 165.00
25 or more years Single	\$ 60.00
25 or more years R+1	\$ 115.00
25 or more years R+2 or more	\$ 165.00



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

April 19, 2013

To: Board of Commissioners, Del Norte Solid Waste Management Authority

From: Kevin Hendrick, Director

RE: Appoint Labor Negotiators to Meet with Director

I hereby request that the Board of Commissioners of the Del Norte Solid Waste Management Authority appoint one or more negotiators to meet with me to clarify the terms of my continued employment, specifically including expectations for pay and benefits.

I have been advised by our attorney that I can not meet with the Board in closed session to discuss the terms of my own contract. This requires at least a four step process.

- 1) The Board must appoint one or more negotiators to meet with me;**
- 2) I meet with the negotiators;**
- 3) Negotiators report back to the rest of the Board in an agendized closed session, either to seek additional direction or to recommend action;**
- 4) Board must announce any final action from closed session and if necessary, vote in open session during the next meeting.**

Thank you for your attention to this matter.



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

April 19, 2013

To: Board of Commissioners, Del Norte Solid Waste Management Authority

From: Kevin Hendrick, Director *Kevin*

RE: Reduction of Allocated Staff from 9 to 8

RECOMMENDATION: Approve the reduction of allocated staff from 9 to 8

BACKGROUND: When I received the payroll and benefit projections for the Fiscal Year 2013/2014 budget, I became aware that the County still had 9 employees allocated to the Del Norte Solid Waste Management Authority. The current staffing is 8.

DISCUSSION:

Prior to preparing the proposed budget for Fiscal Year 2013/2014, the Board should vote to officially reduce the allocated staffing from 9 to 8. County records still indicate that we have 9 allocated employees (See attached). Reducing the allocated staffing from 9 to 8 will allow us reduce the amount budgeted for next fiscal year.

	<u>Salary Range</u>	<u>Benefit Class</u>	<u>Positions Allocated</u>	<u>Funded</u>
SOLID WASTE MANAGEMENT AUTHORITY - 422				
M1 Director	Flat	EM(E)	1	1
M2 Program Manager I/II	55/57	MM(E)	1	1
M6 Administrative Assistant I/II	40/44	MM(E)	1	1
M6 Refuse Site Attendant (2 Perm/PT)	24		5	5
M6 Account Clerk I/II/III	20/24/28		1	1
Total Solid Waste Management Authority			<u>9</u>	<u>9</u>



Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531
Phone (707) 465-1100 Fax (707) 465-1300

April 19, 2013

To: Board of Commissioners, Del Norte Solid Waste Management Authority

From: Kevin Hendrick, Director

RE: Hiring a consultant to complete an independent assessment of the Del Norte Solid Waste Management Authority and alternatives

RECOMMENDATION:

- 1) Refer to the next joint City/County meeting a recommendation to hire a consultant to complete an independent assessment of the performance of the Del Norte Solid Waste Management Authority and complete an analysis of possible improvements or alternatives, such as the City or County withdrawing from the JPA or privatization.
- 2) Recommend that the cost of this study be split three ways between the City, County and Del Norte Solid Waste Management Authority
- 3) Suggest that elected officials and members of the public come to the City/County meeting with a list of perceived problems or issues to resolve and questions that could be answered by this consultant.
- 4) Authorize staff to provide assistance to City and County staff to prepare a Request for Proposals and a list of possible contractors

DISCUSSION:

In the interest of trying to bring a conclusion to the ongoing analysis of the Del Norte Solid Waste Management Authority and possible alternatives, I recommend that the City and the County work together to select a consultant to assist with this effort.

While I firmly believe that the Del Norte Solid Waste Management Authority continues to operate as an effective partnership between the City and the County, it is reasonable to procure an independent analysis that may help to inform decision makers to make changes or to come to a final conclusion that no changes are needed.

RESOLUTION 2013 — 01

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY
ADJUSTING REFUSE DISPOSAL RATES FOR THE DEL NORTE COUNTY
TRANSFER STATION & THE FRANCHISE COLLECTION RATES**

WHEREAS, the Del Norte Solid Waste Management Authority has adopted Ordinance 11-01, pertaining to fees and charges for the collection and disposal of solid waste in Del Norte County; and

WHEREAS, Section 7.04, subdivisions D, E and G, of Ordinance 11-01, provides that the Authority Board may by Resolution revise the Refuse Disposal Rates for the Del Norte County Transfer Station, the Small-volume Transfer Stations in Gasquet and Klamath, as well as the maximum rates to be charged by the Franchisee for municipal solid waste, green waste and recyclable materials collection and disposal services provided under the Franchise Agreement; and

WHEREAS, the Authority Board has adopted Transfer Station Operations Change Order 16 which modifies the payments to Hambro/WSG, based on 80% of the changes to the Consumer Price Index between July 2003 and March 2013, and with a maximum increase of not more than 3% per year, for services provided at the Del Norte County Transfer Station in accordance with Division IV, section 5.A.i of the Authority's Agreement with Hambro/WSG; and

WHEREAS, the Authority Board has adopted Franchise Change Order 03 which modifies the maximum rates to be charged by the Franchisee for municipal solid waste, green waste and recyclable materials collection and disposal services provided under section 7.2.B of the Franchise Agreement, based on 85% of the changes to the Consumer Price Index between January 2011 and March 2013; and

WHEREAS, Attachment A to this Resolution describes the Franchise Collection customer rates approved under Franchise Change Order 03; and

WHEREAS, Attachment B to this Resolution describes the customer rates which include the increases approved under Transfer Station Operations Change Order 16 and the adjustments to other fees collected by the Authority to comply with the California Integrated Waste Management Act of 1989 as amended, to comply with pledges of revenue to cover costs for post-closure maintenance of the Crescent City Landfill, and to pay related administrative, planning, and compliance expenses; and

WHEREAS, Attachment C to this Resolution describes the rates to be charged to customers of the Gasquet and Klamath small-volume container-site transfer stations;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Del Norte Solid Waste Management Authority that the rates specified in Attachments A, B and C to this Resolution are hereby adopted and shall take effect on July 1, 2013.

PASSED AND ADOPTED by the Board of Commissioners of the Del Norte Solid Waste Management Authority, County of Del Norte, State of California, on this 23rd day of April, 2013, by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Rich Enea, Chair
Del Norte Solid Waste Management
Authority

Tedd Ward, Clerk
Del Norte Solid Waste Management Authority

APPROVED AS TO FORM:

Martha D. Rice, General Counsel
Del Norte Solid Waste Management Authority

ATTACHMENT A

TO SIGN UP FOR THESE SERVICES, CALL RECOLOGY DEL NORTE AT (707) 464-4181 Schedule A: Recology Del Norte Collection Rates, starting July 2013

Monthly Rates for Weekly Residential & Multi-Family Collections				Monthly Rates for Weekly Commercial Collections			
	Trash + Recycling	Brush Only	Recycling Only		Trash (including Recycling for > 9 cy # Multi-family)	Brush Only	Recycling Only
20 Gallon Mini-cart on curb	\$ 19.71			32 Gallon Commercial Cart *	\$ 38.47	\$ 10.99	\$ 22.71
20 Gallon Mini-cart off-curb	\$ 24.64			64 Gallon Commercial Cart *	\$ 76.93	\$ 22.27	\$ 45.42
32 Gallon Cart on curb	\$ 24.66	\$ 9.79	\$ 18.87	96 Gallon Commercial Cart *	\$ 134.64	\$ 40.80	\$ 79.49
32 Gallon Cart off-curb	\$ 30.82	\$ 12.24	\$ 23.59	1 cubic yard bin	\$ 133.86	\$ 97.56	\$ 78.50
64 Gallon Cart on curb	\$ 35.93	\$ 14.47	\$ 27.50	1.5 cubic yard bin	\$ 192.77	\$ 138.91	\$ 113.03
64 Gallon Cart off-curb	\$ 44.91	\$ 18.09	\$ 34.38	2 cubic yard bin	\$ 240.09	\$ 169.53	\$ 140.78
96 Gallon Cart on curb	\$ 52.06	\$ 21.94	\$ 39.84	3 cubic yard bin	\$ 347.65	\$ 242.72	\$ 203.86
96 Gallon Cart off-curb	\$ 65.08	\$ 27.43	\$ 49.80	4 cubic yard bin	\$ 435.12	\$ 297.33	\$ 255.15
Temporary Cart and Bin Collection Services, Collection One week after Delivery				6 cubic yard bin	\$ 630.17	\$ 425.14	\$ 369.52
	Trash	Brush Only	Recycling Only	10 cubic yard bin	\$ 2,128.78	\$ 1,379.81	\$ 1,248.28
64 Gallon Cart (Paired w/ 64 Gallon recycling)	\$ 35.11			20 cubic yard bin	\$ 2,833.23	\$ 1,793.75	\$ 1,622.76
96 Gallon Cart (Paired with 96 Gallon recycling)	\$ 61.45			30 cubic yard bin	\$ 3,540.70	\$ 2,241.66	\$ 2,027.98
2 cubic yard bin	\$ 67.57	\$ 47.51	\$ 39.62	40 cubic yard bin	\$ 4,248.15	\$ 2,689.55	\$ 2,433.18
3 cubic yard bin	\$ 105.82	\$ 74.39	\$ 62.05	* Trash service in these sizes includes a weekly recycling cart collection at no additional charge.			
4 cubic yard bin	\$ 139.62	\$ 98.16	\$ 81.87	Other Collection Services, per collection			
6 cubic yard bin	\$ 184.78	\$ 129.90	\$ 108.35	Commercial Compactors	\$ 68.64	per cubic yard per collection	
10 cubic yard bin	\$ 606.23	\$ 426.21	\$ 355.48	Pre-paid single-family residential bags	\$ 7.40	per bag	
20 cubic yard bin	\$ 738.57	\$ 607.19	\$ 423.02	Extra residential bulky item collection	\$ 59.74	per extra bulky item	
30 cubic yard bin	\$ 901.06	\$ 618.77	\$ 516.09				
40 cubic yard bin	\$ 1,223.64	\$ 840.30	\$ 700.85				
Additional Available Services and Potential Extra Fixed-fee Charges				Municipal Collection and Transport Services			
For customers requesting a larger recycling cart than trash	\$ 0.00	Additional per month		Treatment Plant Sludge, screenings, slurrings and grit	\$ 152.91	per ton, incl. transport and disposal	
Charge for re-locating Temp bin	\$ 50.00	per relocation < 6 miles		Collection, hauling and unloading bins as directed	\$ 182.55	per haul	
Unscheduled Collection	\$ 5.00	per unscheduled collection					
Locking bin charge	\$ 5.00	additional per locking bin per month		Maximum Allowed Weights by Container Volume			
Beer-proof Bin	\$ 100.00	Additional per bin per month				Maximum Allowed Weight	
Special Service Fees	\$ 50.00	per half hour of extra labor		Pre-paid single-family residential bags	40	pounds	
Pass-through charges for bulky item or tires placed in bin	\$ 0.00	+ DNC Transfer Station per item charge		20 Gallon Cart	40	pounds	
Percentage Surcharges for Additional Services				32 Gallon Cart	60	pounds	
Roll-out or off-curb charge	25%	Additional		64 Gallon Cart	120	pounds	
Off-road surcharge, only on approved list of addresses	66.25%	Additional		96 Gallon Cart	160	pounds	
Secondary Franchise Area	65%	Additional		10 cubic yards	3.60	tons	
Extra time for Temporary Bins	25%	of Rate for Temp. Bin for each additional week		20 cubic yards	4.25	tons	
Medical waste	80%	Additional		30 cubic yards	5.50	tons	
More than Weekly Collection	100%	Additional x (Coll/Wek -1) x Rate		40 cubic yards	6.25	tons	
Weekend collection	50%	Additional		Bags, Carts, and Bins placed for collection with more than the allowed weight may not be collected. If Recology Del Norte collects an oversized container, they may charge for the amount over the allowed weight for that size container, at the approved rates charged at the Del Norte County Transfer Station.			

Rates Effective Starting July 2013

ATTACHMENT B

Schedule B: Transfer Station Rates		Effective Starting July 2013	
Except as provided below, the rate for disposal of refuse shall be as follows:		INCOMING	Rate
Municipal Solid Waste			
Commercial, Franchise or Self-haul wastes	SW	\$ 140.46	per ton
Minimum Charge for wastes	SW	\$ 7.00	for up to 80 lbs
Separated Recyclable Items			
Non-waxed corrugated cardboard	CCIN	\$ 18.23	per ton
Ferrous metals	METFE	\$ 27.34	per ton
Non-ferrous metals	METNF	\$ 18.23	per ton
Mixed metals	METMX	\$ 27.34	per ton
Bulky Items:			
Appliance, Large and metal	APPIN	\$ 29.16	each
Bulky Furniture Handling Fee	FURN	\$ 4.83	each + weight charge
Mattresses or box spring Handling Fee	MATBX	\$ 9.59	each + weight charge
Refrigerators	REFR	\$ 38.27	each
Tires:			
Auto, pickup, motorcycle each no rims	TIR_A	\$ 6.38	each
Small, wheel barrow, scooter, small trailer, pneumatic <10" no rim	TIR_S	\$ 5.92	each
Truck, no rim	TIR_T	\$ 12.76	each
Auto, pickup, motorcycle each with rims	TIRAR	\$ 9.11	each
Small, wheel barrow, scooter, small trailer, pneumatic <10" with rim	TIRSR	\$ 7.29	each
Truck with rims	TIRTR	\$ 23.69	each
Oversize tires (>60" in diameter), no rim	TIROS	\$ 136.69	each
Separated food & meat waste			
Dead Animals	ANIML	\$ 140.46	per ton
Separated Compostable Materials			
Disposal of contained sewage sludge, screenings, grit or skimmings	SLUDG	\$ 140.46	per ton
Brush	BRUSH	\$ 49.21	per ton
Grass and Leaves	GRASS	\$ 49.21	per ton
Untreated Wood	WOOD	\$ 49.21	per ton
Stumps	STUMP	\$ 63.79	per ton
Separated 'Inert' Rocks & Soils			
Asphalt	ASPH	\$ 46.47	per ton
Concrete, no steel	CONC	\$ 51.03	per ton
Clean soil or sand	SOIL	\$ 46.47	per ton
Street sweepings	SWEEP	\$ 140.46	per ton
Special Wastes			
Autoclaved and containerized medical wastes	MEDI	\$ 140.46	per ton
non-friable asbestos	ASBES	\$ 179.50	per ton
Minimum Charge for household electronics	CED	\$ 3.50	for 40 pounds or less
Electronic appliances w/o CRT's	CED	\$ 140.46	per ton
Construction Debris			
Mixed Construction Debris	CONST	\$ 140.46	per ton
Trailers, modular homes	MHOM	\$ 231.59	per ton
Carpet, Clean and Rolled	CARPT	\$ 55.06	per ton
Household hazardous wastes (available only at the Del Norte County Transfer Station)			
Used motor oil	OILIN	\$ 0.00	per quart
Oil Filters	OILFT	\$ 0.00	each
Used antifreeze	ANTIF	\$ 0.00	per quart
Lead Acid or Household Batteries	BATT	\$ 0.00	each
Non-aerosol latex paint	PAINT	\$ 0.00	quart
cathode ray tube devices (CRT's), televisions, computer monitors	CRT	\$ 0.00	each
fluorescent tubes	FLOTB	\$ 0.00	each
Used Oil Paid, on request	OILPD	\$ 0.10	paid per quart
Commercial Hazardous Wastes			
Commercial Compact Fluorescent Tubes, each	FLOCC	\$ 1.69	each
Commercial Fluorescent Tubes, each 4'	FLOC4	\$ 3.37	each
Commercial Fluorescent Tubes, each 8'	FLOC8	\$ 6.74	each

ATTACHMENT C

ATTACHMENT C		
DISPOSAL FEES AT THE GASQUET AND KLAMATH TRANSFER STATION SITES		Rate
MINIMUM FEE FOR WASTE (0.44 cubic yard, 3 x 30 gal, 2 x 45 gal, or 1 x 55 gal)	minimum for mixed wastes	\$ 8.50
MINIMUM FEE FOR ELECTRONICS (up to 4.8 cubic feet or 0.18 cubic yards)	minimum for electronics	\$ 3.50
Each additional 30 gallon over three	each additional can	\$ 2.85
Each additional 45 gallon over two	each additional can	\$ 4.32
Each additional 55 gallon can	each additional can	\$ 5.24
Appliance, Large and metal	each	\$ 29.16
Furniture, Bulky (incl. \$4.75 Handling Fee + \$12.43 for weight)	each (measured avg. weight 180 lbs)	\$ 17.39
Mattress or box spring (incl. \$9.43 for Handling + \$5.18 for weight)	each (measured avg. weight 75 lbs)	\$ 14.70
Refrigerators	each	\$ 38.27
Tires: Small wheel barrow, scooter, small trailer, pneumatic <10"	each	\$ 5.92
Tires: Small wheel barrow, scooter, small trailer, pneumatic <10" with rim	each	\$ 7.29
Tires: Auto, pickup, motorcycle each	each	\$ 6.38
Tires: Auto, pickup, motorcycle each with rims	each	\$ 9.11
Tires: Truck	each	\$ 12.76
Tires: Truck with rims	each	\$ 23.69
Oversize tires (>60" in diameter), no rim	each	\$ 138.09
Loose Refuse per cubic yard	per cubic yard	\$ 19.31
Loose Brush per cubic yard (small quantities from self-haulers)	per cubic yard	\$ 6.15
Household Hazardous Wastes		
Household Sharps in FDA-Approved Containers		No charge
Household Batteries		No charge
Televisions, Computer Monitors, and other CRT devices		No charge
Commercial Hazardous Wastes		
Commercial Compact Fluorescent Tubes, each	each	\$ 1.69
Commercial Fluorescent Tubes, each 4'	each	\$ 3.37
Commercial Fluorescent Tubes, each 8'	each	\$ 6.74
RATES EFFECTIVE starting July 2013		