



BOARD OF DIRECTORS

Meredith Matthews, City of Arcata, **Chair**
Michelle Lewis-Lusso City of Blue Lake, **Vice Chair**
Leslie Castellano, City of Eureka
Randy Cady, City of Ferndale
Steve Madrone, County of Humboldt
Frank Wilson, City of Rio Dell

Meeting Agenda

Thursday, July 10, 2025, at 5:30 PM
Eureka City Council Chamber
502 K Street
Eureka, CA

HOW TO PARTICIPATE

The public is invited to attend and participate in the HWMA Board of Directors meeting using any of the following methods.

1. IN-PERSON

The public can attend and provide in-person comments during the meeting on regular agenda items and during Oral/Written Comment.

2. REMOTE

As a courtesy, and technology permitting, members of the public may continue to observe and participate remotely through the Zoom platform. HWMA cannot guarantee that the public's access to teleconference technology will be uninterrupted, and technical difficulties may occur from time to time. In those instances, so long as there is a Board quorum and the public may still attend the meeting in person, the meeting will continue.

- a. Zoom <https://us06web.zoom.us/j/87272840425>
- b. Zoom Phone Numbers. +17207072699, Meeting ID: 87272840425

During the meeting, each period for public comment will be announced, and participants may use Zoom's "Raise Hand" feature to request to speak. If calling in via Zoom use *9 to raise and lower your hand. The meeting host will call on you, by name or last four digits of your phone number and enable the microphone when it is your turn to speak. To ensure the orderly meeting conduct, providing your name is encouraged, but not required.

3. EMAIL

The public may submit public comment via email to board@hwma.net. Any comments received up until 3:00 pm of the meeting date will be:

- a. Distributed to Board members via email prior to the meeting,
- b. Referenced and attached to the meeting minutes.

Such email comments must identify the agenda item number in the subject line of the email. Comments received will be read into the record by staff, with a maximum

allowance of three minutes (approximately 500 words) per individual comment, subject to the Chair's discretion. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as part of the written record of the meeting but will not be read into the record during the meeting.

4. TO WATCH OR LISTEN ONLY

The public may view the meeting on one-way video feed on at Access Humboldt's YouTube Channel at www.youtube.com/c/accesshumboldt/live or

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Accessibility: Accommodations and access to HWMA meetings for people with special needs must be requested in advance of the meeting at (707) 268-8680 or emailing board@hwma.net. The Eureka City Council Chamber room is ADA accessible. This agenda and other materials are available in alternative formats upon request.

1. Call to Order and Roll Call at 5:30 PM

2. Consent Calendar

All matters listed under the Consent Calendar are considered to be routine by the HWMA Board and will be enacted upon by one motion, unless a specific request for review is made by a Board Member or a member of the public. The Consent Calendar will not be read. There will be no separate discussion of these items unless pulled for discussion.

- a. Approve Minutes from the June 12, 2025, HWMA Board of Directors Meeting.
- b. Review and Approve Declaration of Equipment as Surplus Property
- c. Review and Approve Draft April 2025 Financial Reports.
- d. Authorize the Executive Director to enter into real property negotiations for acquisition of Assessor's Parcel No. 405-081-039-000 adjacent to the Cummings Road Landfill.
- e. Approve Request for Proposals for "Registered Professional Forestry Services"
- f. Approve Amendment No. 4 with Nancy Diamond For Legal Services.

3. Oral and Written Communications

This time is provided for people to address the Board or to submit written communications concerning matters not on this agenda. Board Members may respond to statements, but any request that requires Board action will be referred to staff for review. Reasonable time limits may be imposed on both the total amount of time allocated for this item, and on the time permitted to each individual speaker. Such time allotment or portion thereof shall not be transferred to other speakers.

4. Elect Authority Officers for Fiscal Year 2025-2026

5. Review and Approve Board of Directors Calendar for Fiscal Year 2025-2026

6. Approve Resolution 2026-02 for the Collection of Integrated Waste Management Fees Table 9: Recyclable Material Processing Fee

- 7. Review and Approve Revisions to HWMA Policy Handbook Policy Series 2000 “Personnel” and Approve Resolution 2026-03 “*A Resolution of the HWMA Board of Directors Updating the HWMA Policy Handbook Series 2000-Personnel*”.**
- 8. Standing Item: Board Member Reports.**
- 9. Standing Item: Executive Director’s Report.**
- 10. Closed Session: It is the intention of the Board of Directors to meet in closed session for one item:**
 - a. Closed session pursuant to Government Code 54956.8 Real Property to consider potential price and terms of purchase of Property APN 405-081-0039.
- 11. Adjourn.**



BOARD OF DIRECTORS

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Leslie Castellano, City of Eureka
Randall Cady, City of Ferndale
Steve Madrone, County of Humboldt
Frank Wilson, City of Rio Dell

Minutes

Thursday, June 12, 2025, at 5:30 PM
Eureka City Council Chamber

Present: Meredith Matthews, Michelle Lewis-Lusso, Leslie Castellano, Randall Cady, Steve Madrone.
Absent: Frank Wilson
Staff: Eric Keller-Heckman, Tony Heacock, Hilary Schwartz, Helder Morais
Legal Counsel: Nancy Diamond

1. Call to Order and Roll Call at 5:30 PM

Chairperson Matthews called the meeting to order at 5:30 PM. A quorum was present and acting.

2. Consent Calendar

- a. Approve Minutes from the May 8, 2025, meeting of the HWMA Board of Directors.
- b. Approve Minutes from the May 28, 2025, special meeting of the HWMA Board of Directors.
- c. Review and Approve Draft March 2025 Financial Reports.
- d. Award Bid for Purchase of Gas Extraction System Analyzer and Control Upgrades

Chairperson Matthews inquired if the Directors would like to pull any items from the Consent Calendar, and no requests were received. **Chairperson Matthews** opened the floor to public comment, and no public comment on the Consent Calendar was received.

Motion: **Director Cady** motioned, and **Director Lewis-Lusso** seconded, to approve the items a) through d) of the Consent Calendar as delivered.

Action: Approve the Motion as made by **Director Cady** and seconded by **Director Lewis-Lusso**.

Ayes: Unanimous

Noes: None

Absent: **Director Wilson**

3. Oral and Written Communications

Chairperson Matthews opened the floor to public comment regarding items not on the agenda. No public comment was received.

Chairperson Matthews closed the floor to public comment. Director Keller-Heckman noted as a point of order that, as of June 3rd, 2025, Director Madrone is now the acting representative for the County of Humboldt and Supervisor Bushnell is no longer representing the County on the HWMA Board of Directors.

4. Receive Presentation on Cummings Road Landfill.

Executive Director Keller-Heckman gave a high-level overview presentation of the history of the Cummings Road Landfill and the phased closure process completed by the Authority in 2017. The presentation included slides and video of the historical uses, remediation and closure process, and post-closure restoration that has occurred on the site.

The Cummings Road Landfill was privately operated as an open-air landfill from 1933 until 1969. Open burning ceased in 1969, and the site was converted into sanitary Class 3 landfill. Municipal solid waste from many local communities continued to be disposed of at the Cummings Road Landfill from 1972 until 2000. In late 2000, the Authority acquired both the Hawthorne Street Transfer Station and the Cummings Road Landfill parcels.

The Cummings Road Landfill was originally slated for closure in 1998 due to corrective action plans related to groundwater contamination. Upon taking ownership, the Authority was mandated to begin the closure process and began seeking final approval for the closure in 2002. Heavy precipitation caused landslides that exposed and released additional material, later known as the burn ash site, that required extensive excavation and remediation. The Authority and Recology were jointly issued a clean-up and abatement order, and the Authority embarked on a phased closure plan.

Phase 1 of the Cummings Road Landfill closure included remediation of the burn ash site and relocation of over 91,000 cubic yards of material to the lined portion of the landfill in 2014. Phase 2 included construction of new site access, drainage basin and closure cap, as well as relocation of materials discovered outside the lined area. The Cummings Road Landfill was certified closed in February of 2017, and the Authority assumed responsibility for post-closure maintenance for a minimum of 30 years.

Director Madrone reflected on the lessons learned during the Cummings Road Landfill closure process and how to apply those lessons moving regarding waste reduction, producer responsibilities, and the circular economy. **Director Matthews** expressed appreciation for the knowledge gained from the presentation. **Director Lewis-Lusso** commented on the value of the presentation as a tool to educate the public about waste reduction. **Director Castellano** reflected on how the presentation demonstrates our long-term relationship with solid waste. **Director Cady** inquired about potential uses for the landfill parcels following the 30-year post-closure period. **Executive Director Keller-Heckman** clarified that post-closure uses were possible with some land use constraints. **Director Madrone** requested clarification regarding herbicide use, and **Executive Director Keller-Heckman** responded that excess vegetation is removed by mowing without the use of herbicides.

Chairperson Matthews opened the floor to public comment regarding the Cummings Road Landfill presentation. No comment was received.

Chairperson Matthews closed the floor to public comment

5. Standing Item: Board Member Reports

Director Castellano updated the Board that the Eureka City Council will be discussing Recology's annual review of service rate adjustments for solid waste collection, which includes a 10.64% increase.

6. Standing Item: Executive Director's Report

Executive Director Keller-Heckman reported that HWMA staff has been working in concert with all member agencies on their annual rate reviews and will attend the upcoming Eureka City Council meeting. HWMA staff is happy to attend any other city council or Board of Supervisors meetings when rate reviews are presented.

7. Adjourn

Chairperson Matthews adjourned the meeting at 5:51 p.m.



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Staff Report

DATE: June 18, 2025.

For Board Meeting: July 10, 2025

FROM: Eric Keller-Heckman, Executive Director

SUBJECT: Item 2b)
Declare Equipment Surplus Property

RECOMMENDED ACTION: Voice Vote

- 1) Declare the 2001 Caterpillar 307C Excavator Surplus Property and Authorize the Executive Director to Solicit Bids for the Sale of Surplus Property or used for trade in towards the purchase of new equipment.
- 2) Declare the 1998 JCB Series 3 Backhoe Surplus Property and Authorize the Executive Director to Solicit Bids for the Sale of Surplus Property or used for trade in towards the purchase of new equipment.
- 3) Declare the 2006 John Deere 4200 Tractor and attachments Surplus Property and Authorize the Executive Director to Solicit Bids for the Sale of Surplus Property or used for trade in towards the purchase of new equipment.
- 4) Declare the 2004 Hyster Forklift as Surplus Property and Authorize the Executive Director to Solicit Bids for the Sale of Surplus Property or used for trade in towards the purchase of new equipment.

DISCUSSION:

The 2001 Caterpillar 307C Excavator, 1998 JCB Backhoe, 2006 John Deere 4200 Tractor and 2004 Hyster Forklift were utilized at the Cummings Road Landfill and Hawthorne Street Transfer Station. They are schedule to be replaced per the Capital Improvement Plan or currently sit unused during day-to-day activities and provide no lasting benefit to HWMA staff. They will be replaced by newer equipment as outlined in the previous Capital Improvement Plan and authorized for purchase in FY 2025-26.

Due to the age and condition, staff is recommending the Board declare the above equipment surplus property and direct the Executive Director to invite bids for its sale or use for trade in value towards the purchase of new equipment.

FISCAL IMPACT:

Potential for minor revenue from the sale or trade in of surplus property, depending on bids received or trade in value. Funds will be transferred to the Capital Improvement Fund for future improvement projects. Minimal impacts to staff costs are anticipated to advertise and manage the bidding process.

ALTERNATIVES:

Board discretion.



HUMBOLDT WASTE
MANAGEMENT AUTHORITY

Staff Report

DATE: July 3, 2025. For Meeting of: July 10, 2025

FROM: Hilary Schwartz, Director of Finance

SUBJECT: Item 2c)
Receive Draft April 2025 Financial Reports

RECOMMENDED ACTION: Voice Vote

- 1) Review and Approve Draft April 2025 Financial Reports

DISCUSSION:

Background:

Each month, staff presents an update on the Authority’s financials based on activity to-date for the current month. This enables staff to provide a complete presentation of the full financial activity for that period, as financial data will have been recorded and finalized for the reporting period at that point.

Each year, pending the finalization of the Authority’s financial audit, these financial reports are presented as *preliminary* financial reports. Once the audit is finalized and staff closes out the prior year, information presented will represent accurate to-date financial activity and will be marked as such.

The Authority’s cash position is comprised of five accounts: 1) the Authority’s checking account, which handles the day-to-day expenses and holds the Operating Reserve; 2) the Cummings Road Landfill Pledge of Revenue Money Market account; 3) The Capital Improvement Plan Money Market account; and 4) The Benefits and Rate Stabilization Money Market account. The combined value of these accounts equals the total cash available for Authority reserves and operating cash. The current value of the Authority operating fund and combined reserve funds as of April 30, 2025, are as follows:

Cash on hand	\$ 2,095,609.74
Operating Reserve	\$ 1,453,777.46
CRL Pledge of Revenue	\$ 145,684.76
Capital Improvement Fund	\$ 1,107,238.90
Benefits and Rate Stabilization Funds	\$ 550,000.00

Long-Term Funding	\$	134,144.64
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Authority Financials:

Attachment 2c.1 contains the draft April 2025 financial reports, for Board review and discussion. An analysis of that information as it relates to revenues and expenses, and current month disbursements to vendors and employees, is provided herein.

Revenues:

Revenues for April 2025 performed at approximately 1.75% above budget estimates for Fiscal Year 2024-25. These estimates encapsulate all activity throughout the Authority, although finances will be influenced by future payouts of fees passed through to Member Agencies, revenue shares for salvaged materials sales, and the delayed receipt of grant revenues for grant-based projects. In April 2025, all the Authority's revenue streams were higher than budget projections, including hazardous waste and recycling revenues.

Staff continues to monitor diversion programs in terms of not only cost, but self-sustaining viability. At present, all divisions are fully funded from self-sustaining revenues or fees passed through from Self-Haul, Franchise, and Satellite Facility tipping fees.

Expenses:

Operating expenses for April 2025 were approximately 9.9% below budget estimates, including some one-time expenses related to depreciation of Authority assets, and quarterly payments to Member Agencies for pass-through payments. In April 2025, increases in transportation and disposal expenses, which are expected with higher reported revenues, were offset by lower than expected actuals for payroll and repairs and maintenance expenses.

Staff continues to maintain strong control of ongoing expenses, which have averaged about 8.1% below budget projections for first three quarters of the current fiscal year.

Monthly disbursements to Authority vendors and employees are summarized in Attachment 2c.1 (*Statement of Cash Flow*) for the month of April 2025. These disbursements are comprised primarily of day-to-day costs, representing \$539,277.88 in transportation and disposal costs, \$262,805.68 in payroll and employee benefit costs, and \$3,600.10 in pass-through allocations to member agencies.

Staff's Recommendation:

Staff recommends the Board review and approve the draft April 2025 Financial Reports.

Attachments:

- 2) Draft April 2025 Financial Reports



Humboldt Waste Management Authority

Draft Balance Sheet

As of April 30, 2025

Attachment 2c.1

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Checking - Umpqua Bank	3,370,269.97
1001 CRL Pledge-8913	142,621.03
1002 Rate Reserve-6008	675,114.30
1003 CIP-3488	1,118,118.11
1010 Petty Cash	107.20
1015 Change Bank	5,500.00
Total Bank Accounts	\$5,311,730.61
Accounts Receivable	
1020 Accounts Receivable	1,035,244.57
1030 Allowance for Doubtful Accounts	0.00
Total Accounts Receivable	\$1,035,244.57
Other Current Assets	
1025 A/R - Other	0.00
1045 Prepaid Expenses	14,221.40
1050 Prepaid Insurance	65,544.33
1055 Undeposited Funds	0.00
Due from Other Governments	0.00
Total Other Current Assets	\$79,765.73
Total Current Assets	\$6,426,740.91
Fixed Assets	
1100 Land - Admin	2,809,139.62
1200 Land Improvements	
1201 Admin	1,546,527.91
1202 Transfer Station	699,978.50
1203 HHW	7,050.00
1204 Landfill	20,334.51
Total 1200 Land Improvements	2,273,890.92
1300 Buildings	
1301 Admin	0.00
1302 Transfer Station	2,978,507.25
1303 HHW	300,742.17
1305 Recycling	19,885.53
Total 1300 Buildings	3,299,134.95

Humboldt Waste Management Authority

Draft Balance Sheet

As of April 30, 2025

	TOTAL
1400 Building Improvements	
1401 Admin	50,076.58
1402 Transfer Station*	396,766.35
1403 HHW	199,269.55
1404 Recycling	64,371.90
1405 Landfill	17,448.95
Total 1400 Building Improvements	727,933.33
1500 Equipment	
1501 Admin	32,730.11
1502 Transfer Station*	2,009,454.00
1503 HHW	69,740.72
1504 Landfill	321,495.46
1505 Recycling	159,817.65
1507 Programs	0.00
Total 1500 Equipment	2,593,237.94
1600 Office Equipment	
1601 Admin	34,056.66
1605 Recycling	0.00
Total 1600 Office Equipment	34,056.66
1700 Vehicles	
1701 Admin	28,790.62
1702 Transfer Station*	13,576.24
1703 HHW	46,079.18
1704 Landfill	65,792.28
Total 1700 Vehicles	154,238.32
1800 Software	
1801 Admin	69,573.89
Total 1800 Software	69,573.89
1900 Accumulated Depreciation	(7,587,715.71)
Total Fixed Assets	\$4,373,489.92
Other Assets	
1035 Deferred Outflows - Pension	817,458.00
1910 Waste Authority Permit	221,171.00
1920 Land Purchase Option - CRBAS	0.00
Total Other Assets	\$1,038,629.00
TOTAL ASSETS	\$11,838,859.83

Humboldt Waste Management Authority

Draft Balance Sheet

As of April 30, 2025

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	659,008.84
Total Accounts Payable	\$659,008.84
Credit Cards	
2005 2005 Umpqua Bank Visa	0.00
2006 Unassigned	0.00
2007 Heacock	2,853.19
2008 Schwartz	13,080.16
2009 Keller	2,862.79
Total 2005 2005 Umpqua Bank Visa	18,796.14
Total Credit Cards	\$18,796.14
Other Current Liabilities	
2010 Accounts Payable - Other	0.00
2015 Accrued 457 deferrals payable	0.00
2020 Accrued AFLAC	338.11
2022 Accrued Bank Charges	3,245.52
2025 Accrued CalPERS	0.00
2026 UAL CalPERS	0.00
2030 Accrued CalPERS - Clearing	0.00
2035 Accrued FWH/MED	0.00
2040 Accrued Payroll	0.00
2045 Accrued PR Taxes	0.00
2050 Accrued PTO	269,460.14
2055 Accrued SUI/ETT	0.00
2060 Accrued SWH/SDI	0.00
2065 Deferred Revenue - DOC/AB939	42,744.58
2070 Deferred Revenue - OPP	26,273.70
2071 Deferred Revenue - Tire Grant	20,235.86
2075 Garnishments Payable	0.00
2076 Current Portion LT Liability	120,692.74
2080 Note Payable - Chase	0.00
24000 Payroll Liabilities	0.00
24001 Garnishment -Weaver	0.00
Total 24000 Payroll Liabilities	0.00
Total Other Current Liabilities	\$482,990.65
Total Current Liabilities	\$1,160,795.63

Humboldt Waste Management Authority

Draft Balance Sheet

As of April 30, 2025

	TOTAL
Long-Term Liabilities	
2100 Deferred Inflows - Pension	32,286.00
2110 Landfill Closure Estimated	10,191,438.00
2130 Lease Payable - Financial Pacif	504,394.31
2135 Less Current Portion LT Liability	(120,692.74)
2140 Net Pension Obligation	1,232,113.00
Total Long-Term Liabilities	\$11,839,538.57
Total Liabilities	\$13,000,334.20
Equity	
3000 Opening Balance Equity	0.00
3010 Investment in Capital Assets	4,263,164.00
3030 Prior Period Adjustments	(84,164.75)
3200 Retained Earnings	(6,460,330.78)
Net Income	1,119,857.16
	Net Income reduced by \$34,004.43 reserve replenishment
Total Equity	\$ (1,161,474.37)
TOTAL LIABILITIES AND EQUITY	\$11,838,859.83



Humboldt Waste Management Authority

Statement of Cash Flows

April 2025

Attachment 2c.1

	TOTAL
OPERATING ACTIVITIES	
Net Income	207,129.74
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1020 Accounts Receivable	(37,331.83)
1045 Prepaid Expenses	7,110.66
1050 Prepaid Insurance	32,772.14
2000 Accounts Payable	(153,571.84)
2007 2005 Umpqua Bank Visa:Heacock	(1,222.96)
2008 2005 Umpqua Bank Visa:Schwartz	5,407.88
2009 2005 Umpqua Bank Visa:Keller	2,408.77
2015 Accrued 457 deferrals payable	0.00
2020 Accrued AFLAC	0.00
2022 Accrued Bank Charges	766.60
2025 Accrued CalPERS	0.00
2035 Accrued FWH/MED	0.00
2055 Accrued SUI/ETT	0.00
2060 Accrued SWH/SDI	0.00
24001 Payroll Liabilities:Garnishment -Weaver	0.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	(143,660.58)
Net cash provided by operating activities	\$63,469.16
FINANCING ACTIVITIES	
2130 Lease Payable - Finanical Pacif	(10,199.98)
Net cash provided by financing activities	\$ (10,199.98)
NET CASH INCREASE FOR PERIOD	\$53,269.18
Cash at beginning of period	5,258,461.43
CASH AT END OF PERIOD	\$5,311,730.61



Humboldt Waste Management Authority

Bill Payment List

April 2025

Attachment 2c.1

DATE	NUM	VENDOR	AMOUNT
1000 Checking - Umpqua Bank			
04/01/2025	CBBNG98A9PKL	Valeo Networks	-4,356.74
04/03/2025	100680	Humboldt Cleaning Services LLC	-400.00
04/03/2025	100683	Industrial Electric	-1,029.00
04/03/2025	100685	Mad River Community Hospital.	-60.21
04/03/2025	100682	Humboldt County Sheriff	-25.00
04/03/2025	100684	Bettendorf Enterprises, Inc	-990.48
04/03/2025	SPACH248	Airgas USA, LLC	-589.48
04/03/2025	SPACH247	I-5 Tire, Inc.	-1,017.00
04/01/2025	013214002	Humana Insurance	-4,323.72
04/10/2025	7006775c4921448	Mission Linen Supply	-1,043.48
04/10/2025	BP289	Verizon Wireless	-413.52
04/01/2025	BP290	Blue Shield of California	-34,889.44
04/10/2025	JG6HHXCPMV	City of Eureka Water	-606.87
04/10/2025	T4R77P3WF6	City of Eureka Water	-691.87
04/10/2025	ec3de204f7edf81	Mission Linen Supply	-1,066.40
04/03/2025	100681	Holt of California	-4,599.28
04/16/2025	35891372	FedEx	-277.53
04/14/2025	D-322478-041425	Valley Pacific Petroleum Services, Inc	-4,963.08
04/16/2025	253558	Humboldt Community Services District	-48.07
04/21/2025	26647131	Optimum Business	-440.90
04/07/2025	BP295	Zultys, Inc.	-717.92
04/16/2025	BP301	CalPERS	-7,383.43
04/16/2025	BP300	CalPERS	-1,121.00
04/16/2025	BP299	CalPERS	-7,150.78
04/21/2025	BP302	PG&E 550-3	-188.36
04/15/2025	BP303	Recology Humboldt County	-225.00
04/16/2025	34563	Thumpers Mechanical	-11,112.50
04/16/2025	100686	AT&T Calnet	-39.04
04/16/2025	SPACH249	Airgas USA, LLC	-417.66
04/16/2025	100693	B&B Portable Toilets	-1,333.75
04/16/2025	100687	Miller Farms Nursery, Inc	-36.32
04/16/2025	SPACH253	Microbac Laboratories, Inc	-622.00
04/16/2025	100690	North Coast Fabricators.	-8,355.89
04/16/2025	100696	Recology Humboldt County Samoa	-2,633.39
04/16/2025	SPACH252	SDRMA	-344.82
04/16/2025	100695	Humboldt Organic Solutions, LLC	-53,418.67
04/16/2025	100700	Pacific Motorsports	-9.88
04/16/2025	100689	Lawrence & Associates	-1,527.50
04/16/2025	100691	Access Humboldt	-101.40
04/16/2025	100688	New Directions	-380.00
04/16/2025	100692	Quality Body Works, Inc	-3,521.31
04/16/2025	100694	Advanced Security Systems.	-130.00
04/16/2025	SPACH251	Mendes Supply Company	-310.63
04/16/2025	100699	Mad River Community Hospital.	-122.50

Humboldt Waste Management Authority

Bill Payment List

April 2025

DATE	NUM	VENDOR	AMOUNT
04/16/2025	SPACH250	Dry Creek Landfill	-470,851.45
04/16/2025	100701	Pacific Paper Co.	-203.40
04/16/2025	100697	Beacom Construction.	-7,192.11
04/16/2025	SPACH254	Blue Dream HR LLC	-2,100.00
04/16/2025	100698	James L. Able Forestry Consultants, Inc	-1,210.00
04/28/2025	BP304	Empower	-225.00
04/28/2025	BP305	Empower	-225.00
04/28/2025	B49ED5	Western Health Advantage	-6,186.88
04/25/2025	2504102501743	PG&E 724-3	-2,599.33
04/28/2025	BP317	CalPERS	-6,769.98
04/28/2025	BP316	CalPERS	-1,121.00
04/28/2025	BP315	CalPERS	-7,098.29
04/16/2025	CB4GFH14VSAX	Valeo Networks	-461.70
04/28/2025	100716	Humboldt Recycling	-24,682.45
04/28/2025	100706	Stewart Telecommunications	-8,874.51
04/28/2025	100711	Humboldt Sanitation	-12,407.56
04/28/2025	100722	Bingham Tile.	-5,500.00
04/28/2025	100724	City of Ferndale 939	-1,807.03
04/28/2025	100709	City of Blue Lake 939	-1,787.48
04/28/2025	100713	Law Offices of Nancy Diamond	-1,074.00
04/28/2025	100717	City of Eureka Discharge Fees	-500.00
04/28/2025	100723	City of Eureka Discharge Fees	-3,975.00
04/28/2025	100712	Eureka Humboldt Fire Extinguisher	-59.37
04/28/2025	100715	WM Corporate Services, Inc	-2,590.65
04/28/2025	100714	Lost Coast Communications, Inc	-750.00
04/28/2025	100721	Rogers Machinery Company, Inc.	-3,825.49
04/28/2025	100718	City of Rio Dell 939	-1,010.75
04/28/2025	100707	Humboldt County Public Works Pass Through	-119,419.54
04/28/2025	100704	Copiers Plus	-248.72
04/28/2025	100719	Shasta Scale	-975.00
04/28/2025	100708	DMV Renewal	-108.00
04/28/2025	100710	City of Arcata 939	-5,753.55
04/28/2025	100705	Pierson Building Center	-96.85
04/28/2025	100720	Humboldt County Env Health Pass Through	-62,926.46
04/28/2025	100702	Bettendorf Enterprises, Inc	-1,976.74
04/28/2025	100703	City of Eureka 939	-7,070.35
04/28/2025	SPACH257	WSP USA, Inc	-6,585.00
04/28/2025	SPACH256	Microbac Laboratories, Inc	-1,525.00
04/28/2025	SPACH258	Clean Harbors Environmental Services	-26,037.00
04/28/2025	SPACH255	World Oil Environmental Services	-94.00
04/28/2025	SPACH259	Streamline	-375.00
04/28/2025	SPACH261	I-5 Tire, Inc.	-2,385.00
04/28/2025	SPACH260	United Rentals	-2,203.62
04/29/2025	BP321	Redheaded Blackbelt	-250.00
04/22/2025	BP325	Valeo Networks	-1,152.30

Humboldt Waste Management Authority

Bill Payment List

April 2025

DATE	NUM	VENDOR	AMOUNT
Total for 1000 Checking - Umpqua Bank			\$ -977,306.38
Not Specified			
04/04/2025	VC-21290	James L. Able Forestry Consultants, Inc	0.00
Total for Not Specified			\$0.00



Humboldt Waste Management Authority

Draft A/R Aging Summary

As of April 30, 2025

Attachment 2c.1

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
707 Pest Solutions	491.84				\$491.84
A & I Roofing	2,464.77				\$2,464.77
A-1 Cleaning Service	32.71				\$32.71
Abercrombie Construction	240.88				\$240.88
Above Board Construction and Roofing	3,303.69				\$3,303.69
ACGC Inc.	1,539.91				\$1,539.91
Alchemy Construction Inc.	129.51				\$129.51
Alcohol Drug Care Services		34.63			\$34.63
American Integrated Services Inc.	1,756.70				\$1,756.70
Arbaugh Rentals	100.05				\$100.05
Arnold's Family Construction LLC	63.95				\$63.95
Arrow Property Management	28.86				\$28.86
Arts Roofing LLC	7,594.40				\$7,594.40
Ayres Enterprises	88.37				\$88.37
Barry Smith Construction	606.32	101.97			\$708.29
Bedliners Plus	171.25				\$171.25
Berg Rentals		26.94			\$26.94
Bethel Church	119.29				\$119.29
Bettendorff Trucking - Shop	234.74				\$234.74
Black Diamond Construction	198.18	78.89	138.54		\$415.61
Blackwell Construction	294.39				\$294.39
Blossom Landscaping & Handyman Service	1,947.19	559.21			\$2,506.40
Blue Lake Enterprises		26.94			\$26.94
Blue Sky Roofer	402.14				\$402.14
Bob White Electric	17.32				\$17.32
Bode Construction	404.27	65.42			\$469.69
Boys & Girls Club of the Redwoods				61.57	\$61.57
Brian Lawrence Construction			17.32		\$17.32
Broadway Medical Service and Supply Inc.	13.47				\$13.47
Broadway Trailer Park	598.40				\$598.40
Buddy's Auto Center	1,766.31				\$1,766.31
Bureau of Land Management Arcata	102.78		193.31		\$296.09
Cal Poly Humboldt	95.48				\$95.48
Cal Poly Humboldt- Garbage	6,007.92				\$6,007.92
Carpet Depot	493.47				\$493.47
Carter & Company	57.72				\$57.72
CDH Painting	53.87				\$53.87
Century Service Center	265.53				\$265.53
Chris Rutter Construction	17.32				\$17.32
City of Arcata	36,160.00				\$36,160.00
City of Eureka - Environmental Services	2,500.00				\$2,500.00
City of Eureka - Facilities	62.87		12.00		\$74.87
City of Eureka - Harbor	26.66				\$26.66
City of Eureka - Sewer Collections	2,414.33	765.79			\$3,180.12
City of Eureka - Streets	672.18	1,030.08			\$1,702.26

Humboldt Waste Management Authority

Draft A/R Aging Summary

As of April 30, 2025

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
Clayton Construction		88.51			\$88.51
Coast Seafoods Company	390.59				\$390.59
Colburn Electric	501.18				\$501.18
Cook Properties		146.23			\$146.23
Cottage Construction	26.26				\$26.26
Craig Kubacki	169.32			184.71	\$354.03
Craig Mayberry	173.33				\$173.33
Curb Appeal Construction	129.37				\$129.37
Cutten Schools	128.91	38.94		(1.00)	\$166.85
Dale Edge Construction		62.66			\$62.66
Darryl Berg Painting	30.17			42.33	\$72.50
David Allen Construction	165.47				\$165.47
DCI Construction	609.94				\$609.94
Del Biaggio Dairy	448.32				\$448.32
Del Reka	38.48				\$38.48
Delta Mattress & Sofa Outlet	218.45				\$218.45
Developed Employment Services	543.64				\$543.64
Diamond Drywall	421.83	286.70	150.08		\$858.61
DS Construction	209.73				\$209.73
Duncan Electric	242.27				\$242.27
Eel River Transportation & Salvage	657.80				\$657.80
Emerald Custom Construction			109.67		\$109.67
Eric Finkle	76.97				\$76.97
Eureka City Schools	7,943.16				\$7,943.16
Eureka Glass Co. Inc.	275.16				\$275.16
Eureka Housing Authority	374.86				\$374.86
Eureka Humboldt Fire Extinguisher	55.80	15.39			\$71.19
Eureka Overhead Door Company	83.65	96.20			\$179.85
Eureka Rehabilitation & Wellness				(15.00)	\$ (15.00)
Eureka the Pentecostal Church	52.86				\$52.86
Eureka Vacation Rentals Inc.	38.48				\$38.48
Evans Mechanical	24.00				\$24.00
Evergreen Landscape	58.18	21.17	0.60		\$79.95
Extremely Floored				(23.49)	\$ (23.49)
Fitz It Right Plumbing	504.00				\$504.00
Forbes Cabinets	894.70				\$894.70
Forest Builder 707	405.99				\$405.99
Frazier Rental & Development	231.35				\$231.35
Furniture Design Center	563.76				\$563.76
G M Pavlich	24.00				\$24.00
Genevieve Schmidt	33.33				\$33.33
Glendale Mobile Estates	398.28				\$398.28
Granada Rehabilitation	40.00				\$40.00
Hamanaka Painting	592.06				\$592.06
Handle It Junk Removal	1,756.94				\$1,756.94

Humboldt Waste Management Authority

Draft A/R Aging Summary

As of April 30, 2025

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
HCAR	147.22				\$147.22
Hemmingsen Pavement Solutions	50.03	25.01	53.88		\$128.92
Henderson Village Apt.	13.47				\$13.47
Hensell Materials	165.48				\$165.48
Houseworth Construction	71.19				\$71.19
Hubbards German Auto	73.60				\$73.60
Humboldt Bay Harbor District	165.50				\$165.50
Humboldt Bay Water District	22.00				\$22.00
Humboldt Community Service District	160.90				\$160.90
Humboldt Countertops	553.22				\$553.22
Humboldt County Building Maintenance	48.10				\$48.10
Humboldt County Parks	2,163.21	548.21	104.00		\$2,815.42
Humboldt County Roads	2,318.75				\$2,318.75
Humboldt County Sheriffs Office	94.28	277.07			\$371.35
Humboldt Electric	24.71				\$24.71
Humboldt Moving & Storage	433.42				\$433.42
Humboldt Plaza				2.97	\$2.97
Humboldt Sanitation & Recycling	169,666.33				\$169,666.33
Humboldt Towing	12.00				\$12.00
Island State Construction	26.94				\$26.94
J & G Lawn and Garden	202.64	341.61			\$544.25
J & J Rentals	392.39				\$392.39
Jacoby Creek Real Estate	44.25				\$44.25
James Poovey	52.36				\$52.36
Janowski Builders	30.65				\$30.65
JDS Construction	900.94	240.53			\$1,141.47
Jim Groeling & Associates	123.15	262.14	29.32		\$414.61
Jitter Bean Coffee Co.	5.98				\$5.98
JNG Insulation Pros	812.35				\$812.35
JNM Construction	747.76				\$747.76
John H Kruger Plaster & Drywall	255.65				\$255.65
Johnston Construction	54.66	47.99	226.77	66.65	\$396.07
Justin Adams Construction	150.08				\$150.08
K H McKenny	608.01				\$608.01
Karges Flooring	293.05				\$293.05
Kelly Martin	68.25				\$68.25
Kramer Investment Corp.	209.73				\$209.73
Landscaping Ventures Inc.	475.48	12.00	1,719.65		\$2,207.13
Lawn Care Plus	823.54				\$823.54
LDH Construction	593.82				\$593.82
Leons Car Care Center	173.63				\$173.63
Living Styles	190.48				\$190.48
LJG BUILDERS LLC	84.66				\$84.66
Lorenzo Properties	50.03				\$50.03
Lost Coast Brewery & Cafe	123.14				\$123.14

Humboldt Waste Management Authority

Draft A/R Aging Summary

As of April 30, 2025

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
Lost Coast Rentals	40.41				\$40.41
Mac's Refrigeration Service	65.42				\$65.42
Mad River Construction	755.45				\$755.45
Martin Bros Construction	284.77				\$284.77
Martin Construction	740.23	26.75			\$766.98
Matlock Construction	82.74				\$82.74
Mattress Recycling Council	7,667.18				\$7,667.18
McCrea Motors	188.57				\$188.57
McCullough Construction	2,930.41				\$2,930.41
McMurray & Sons Inc.	14,952.86				\$14,952.86
Milgard Manufacturing LLC - Sacramento	161.62				\$161.62
Miller Farms Nursery	134.69				\$134.69
Ming Tree Realtors	212.08	63.49			\$275.57
Moores Sleepworld	179.45				\$179.45
Moranda Rentals		42.33			\$42.33
Mori Rental Properties	40.41				\$40.41
Munoz Osorio Construction	434.85	144.31			\$579.16
Munson Investments	113.98				\$113.98
Myrtle town Body Shop	109.67				\$109.67
Nelson Floors	220.93				\$220.93
New Century Yard Maintenance	249.38				\$249.38
New Horizon Drywall Construction	88.51				\$88.51
New Life Service Company	1,165.28				\$1,165.28
Next Generation Landscape & Design	23.09	409.83			\$432.92
Nichols Handy Work	78.48				\$78.48
Nick Frank	68.00				\$68.00
North Coast Co-Op Arcata	51.95		12.00		\$63.95
North Coast Fabricators	824.88				\$824.88
North Coast Flooring Inc.	839.73				\$839.73
Northcoast Acoustics	75.95				\$75.95
Northcoast Environmental Construction	0.10				\$0.10
Northern Building Company	202.03				\$202.03
O & M Industries	341.84				\$341.84
Ocean Gold Seafoods	30.79				\$30.79
Open Door Community Health Center	82.35				\$82.35
Pacific Builders	135.00				\$135.00
Pacific Coast Rentals	12.00				\$12.00
Pacific Contracting	69.27				\$69.27
Pacific Earthscape	2,707.21				\$2,707.21
Pacific Towing	69.27				\$69.27
Peoples Construction	105.83				\$105.83
Pierson Company	2,574.85				\$2,574.85
Point Pleasant MHP	577.23				\$577.23
Poletskis Appliance Center	19.55				\$19.55
Porter and Sons Painting	80.81		80.81		\$161.62

Humboldt Waste Management Authority

Draft A/R Aging Summary

As of April 30, 2025

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
Primo Drywall & Construction Co.	61.57				\$61.57
Providence St. Josephs Hospital	440.00				\$440.00
Pure Water Spas	223.19				\$223.19
Quality Body Works	134.95				\$134.95
Quick Mow	79.99				\$79.99
RA Construction	32.71				\$32.71
Rainbow Self Storage	642.20	15.39			\$657.59
Ray Wolfe Construction	226.32				\$226.32
Recology Eel River	73,488.61				\$73,488.61
Recology of Arcata	132,931.29				\$132,931.29
Recology of Humboldt County	403,131.21				\$403,131.21
Recology Samoa	53,519.85				\$53,519.85
Redwood Acres Fair Grounds	298.24				\$298.24
Redwood Coast Plumbing	69.27				\$69.27
Redwood Coast Real Estate Inc.	471.49	143.91	48.56		\$663.96
Redwood Community Action Agency	95.33			1.21	\$96.54
Redwood Teen Challenge	940.94				\$940.94
Rentor	605.73				\$605.73
Resources Recycling & Recovery	612.80				\$612.80
Restif Cleaning Service	146.26				\$146.26
Revival Home Builders Inc.	692.48				\$692.48
RG Goolsby Construction	266.44	40.41	21.17		\$328.02
RH Construction	1,142.92				\$1,142.92
Rich's Body Shop	29.32				\$29.32
Rob Jordan Construction	30.79				\$30.79
Robert Donathan	403.19				\$403.19
Ross A Nash Remodeling	34.63				\$34.63
Roto Rooter	257.83				\$257.83
Royal Key, LLC		125.00			\$125.00
S & S Phelps Inc.	46.18			(0.90)	\$45.28
Samson Construction	210.31				\$210.31
Sanders Roofing Inc.	1,208.33				\$1,208.33
Schmidbauer Building Supply LLC.	779.27				\$779.27
Security Lock & Alarm	65.42				\$65.42
Sempervirens Gardening	353.10				\$353.10
Sequoia Construction	967.83				\$967.83
Serenity Inn	292.47				\$292.47
ServiceMaster	1,628.20	488.72			\$2,116.92
Sherlock Mini Storage				(12.68)	\$ (12.68)
Sholes Overhead Door		12.00	28.86		\$40.86
Simple Visions	364.87				\$364.87
Sisu Extracts	2,459.91				\$2,459.91
Six Rivers Mechanical Inc.	225.58				\$225.58
South Bay Union School District	596.48				\$596.48
Spencer Electric	211.65				\$211.65

Humboldt Waste Management Authority

Draft A/R Aging Summary

As of April 30, 2025

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
Stetzel Builders				3,335.20	\$3,335.20
Steve Morris	163.55				\$163.55
Strombeck Construction	1,627.07				\$1,627.07
STS Construction	251.96	273.22			\$525.18
Susan Whitely / Eric Dugan	325.83				\$325.83
Swinerton Builders		2,375.65			\$2,375.65
T and T Roofing	764.53	827.36			\$1,591.89
TEMPORARY				494.50	\$494.50
The People of New Directions	902.33				\$902.33
Thomas Home Center	12.00				\$12.00
Timber Heritage Association			71.19		\$71.19
Tonis Restaurant	413.68				\$413.68
Tree Ventures Inc.	638.98	464.74	13.47		\$1,117.19
Triad Inc	2,226.86				\$2,226.86
Ultimate Building Solutions	319.41	123.14	245.56		\$688.11
United Building	125.07				\$125.07
United Indian Health	13.47				\$13.47
Vern McGaughey	827.87				\$827.87
Vern's Furniture	1,658.62				\$1,658.62
Wade Bray General Contractor	577.23				\$577.23
Wahlund Construction	729.24				\$729.24
Watson Well Service	69.27				\$69.27
Wayne Maples Plumbing	8.00				\$8.00
Werner Weltsch Ent.				1,091.57	\$1,091.57
West End Builders Inc.		44.25			\$44.25
Westside Community Improvement Assoc.	1,822.17	1,843.74			\$3,665.91
Williamson Construction	139.00				\$139.00
Wing Inflatables	598.40				\$598.40
Zabel Enterprise	371.35				\$371.35
TOTAL	\$1,011,542.80	\$12,664.47	\$3,276.76	\$5,227.64	\$1,032,711.67



Humboldt Waste Management Authority

Draft A/P Aging Summary

As of April 30, 2025

Attachment 2c.1

	CURRENT	1 - 30	31 - 60	61 AND OVER	TOTAL
Airgas USA, LLC	1,030.43				\$1,030.43
AT&T Calnet	39.24				\$39.24
BDI	344.65				\$344.65
Bettendorf Enterprises, Inc	986.25				\$986.25
Blue Shield of California	34,889.44				\$34,889.44
City of Eureka Water	1,298.74				\$1,298.74
DCI Builders	4,500.42				\$4,500.42
Dry Creek Landfill	529,396.81				\$529,396.81
EcoHeroShow, LLC	12,500.00				\$12,500.00
FedEx	43.84				\$43.84
Holt of California		(1,871.83)			\$ (1,871.83)
Humana Insurance	4,069.04				\$4,069.04
Humboldt Area Chapter CSDA				50.00	\$50.00
Humboldt Community Services District	42.34				\$42.34
Humboldt Recycling	21,441.90				\$21,441.90
Humboldt Sanitation	13,713.21				\$13,713.21
James L. Able Forestry Consultants, Inc		(800.00)			\$ (800.00)
Jamie Corsetti, CPA	100.00				\$100.00
Law Offices of Nancy Diamond	2,360.25				\$2,360.25
Lawrence & Associates	3,762.50				\$3,762.50
Lost Coast Communications, Inc	750.00				\$750.00
Mendes Supply Company	131.30				\$131.30
Miller Farms Nursery, Inc	93.50				\$93.50
Mission Linen Supply	2,112.56				\$2,112.56
North Coast Fabricators.	333.45				\$333.45
Pacific Paper Co.	23.67				\$23.67
PG&E 053-6	2,652.09				\$2,652.09
Pierson Building Center	273.81				\$273.81
Pollack Peacebuilding Systems, Inc.	2,403.00				\$2,403.00
Recology Humboldt County	225.00				\$225.00
Recology Humboldt County Samoa	2,555.71				\$2,555.71
Stewart Telecommunications	2,575.93				\$2,575.93
Thumpers Mechanical	3,264.50				\$3,264.50
Valeo Networks	4,356.74	712.69			\$5,069.43
Valley Pacific Petroleum Services, Inc	5,471.94				\$5,471.94
Verizon Wireless	413.52				\$413.52
WM Corporate Services, Inc		2,762.20			\$2,762.20
TOTAL	\$658,155.78	\$803.06	\$0.00	\$50.00	\$659,008.84



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Staff Report

DATE: July 7, 2025.

For Meeting of: July 10, 2025

FROM: Eric Keller-Heckman

SUBJECT: Item 2d)
Authorization to enter into real property negotiations to acquire APN 405-081-039

RECOMMENDED ACTION: Voice vote

- 1) Authorize the Executive Director to enter into real property negotiations for acquisition of Assessor's Parcel No. 405-081-039-000 adjacent to the Cummings Road Landfill.

DISCUSSION:

Background:

Since the acquisition of the Cummings Road Landfill, as neighboring parcels have become available, the Authority has evaluated the potential purchase of these parcels to not only expand the current buffer of residential areas and their proximity to the landfill site, but continue to mitigate potential regulatory factors that go along with managing a closed landfill in close proximity to residential properties.

In addition to the above benefits, this parcel has a fixed residential structure, that could be used for long-term document storage and remodeled for use as a new Landfill office.

Staff's Recommendation:

Staff Recommends authorizing the Executive Director to enter into real property negotiations for acquisition of Assessor's Parcel No. 405-081-039-000 adjacent to the Cummings Road Landfill.

FISCAL IMPACTS:

None

ALTERNATIVES:

- 1) Board Discretion

ATTACHMENTS:

1) N/A



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Staff Report

DATE: June 9, 2025 For Meeting: July 10, 2025

FROM: Tony Heacock, Director Environmental Health & Safety

SUBJECT: Item 2e)
Approve Request for Proposal for “Registered Professional Forestry Services”

RECOMMENDED ACTION: Voice vote.

1. Review and approve the draft Request for Proposals (RFP) for Registered Professional Forestry Services; and
2. Authorize the Executive Director to Advertise and Distribute the Request for Proposals (RFP) for Registered Professional Forestry Services; and
3. Return to the Board with an appropriate recommendation.

DISCUSSION:

HWMA staff has prepared the attached Request for Proposal to solicit proposals for Registered Professional Forestry Services to secure long-term service proposals from qualified forestry consultants. Requested services include overseeing all aspects of Nonindustrial Timber Management Plan (NTMP), management and timber sales administration including advertising the sale, managing the bidding process, securing contractors to perform logging operations, managing all financial transactions needed to support the timber harvest, and managing oversight for compliance purposes. The initial term of the agreement is 5 years with the possibility of two contract extensions for five years each at HWMA’s discretion. The scope of work is based on compliance with NTMP and California Forest Practices Act.

James L. Able Forestry Consultants, Inc. has been retained as the Registered Professional Forester (RPF) of record, to ensure compliance with the NTMP and maintain a continuity of property maintenance and management practices. Jim Able has been the RPF for this property since 1979 and has overseen timber harvesting activities on this property under the previous property owners who included Eureka Garbage Co., NorCal Waste Solutions, and Recology.

FISCAL IMPACT:

Costs for these services at the current pricing structure have been budgeted into CRL Timber Expenses line of the approved the FY 2025-26 Budget.

ATTACHMENT:

1. “Request for Proposal for Registered Professional Forestry Services” (*Dated: July 2025*)

REQUEST FOR PROPOSALS

FOR

Registered Professional Forestry Services

ISSUED BY:



Humboldt Waste Management Authority

**1059 West Hawthorne Street
Eureka, CA 95501**

July 10, 2025

Table of Contents

- 1.0 GENERAL INFORMATION 4**
 - 1.1 Authority Background 4
 - 1.2 Statement of Purpose: 4
 - 1.3 Organization of the RFP..... 4
- 2.0 PROPOSAL CONSIDERATIONS 5**
 - 2.1 HWMA Rights 5
 - 2.2 Obligations of Submission of Proposal..... 5
 - 2.3 Proposal Costs 6
 - 2.4 Proposal Schedule..... 6
 - 2.5 Anti-Collusion Statement 7
 - 2.6 Conflict of Interest 7
 - 2.7 Proposals and Public Records 7
 - 2.8 Proposer Code of Conduct..... 7
- 3.0 BACKGROUND INFORMATION 8**
- 4.0 SCOPE OF SERVICES 8**
- 5.0 AGREEMENT ARRANGEMENTS 10**
- 6.0 SUBMITTAL INSTRUCTIONS 10**
 - 6.1 Qualifications Response 10
 - 6.2 Company Information 11
 - 6.3 Key Personnel 11
 - 6.4 Compliance, Litigation and Debarment History..... 11
 - 6.5 Environmental Compliance 12
 - 6.6 Financial Response..... 12
 - 6.6 Proposal Alternatives and Exceptions..... 12
 - 6.7 Additional Operational Information 12
 - 6.8 Agreement Acceptance Response 13
- 7.0 COST PROPOSAL AND COST FORM..... 13**
- 8.0 PROPOSAL EVALUATION AND PROPOSER SELECTION..... 13**
 - 8.1 Proposal Evaluation Procedures 13
 - 8.2 Proposal Evaluation Criteria 14
- 9 PROPOSAL SUBMITTAL INSTRUCTIONS..... 15**
 - 9.1 Authority Contact and Address 16

9.2 Submittal of Written Questions 16

9.3 Proposal Submittal Format..... 16

9.4 Clarification of Proposal Information..... 16

9.5 Presentation to Evaluation Committee and HWMA Board of Directors 17

9.6 Selection of Recommended Proposers 17

9.8 Proposal Content 17

Attachment 1: Cost Proposal Form 19

Attachment 2: Anti-Collusion Statement Form..... 20

Attachment 3: Agreement template..... 21

Attachment 4: RFP and Alternatives..... 30

1.0 GENERAL INFORMATION

1.1 Authority Background

Established in 1999, the Humboldt Waste Management Authority is a Joint Powers Authority (JPA) comprised of six member agencies (the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell, and County of Humboldt) are responsible for receipt, management, and disposal of Member's solid wastes, and to act as a regional focal point for waste diversion programs and services. One of the primary goals of the Authority is to provide cost-effective waste reduction, recycling, and solid waste disposal services and programs to Members. The cities of Fortuna and Trinidad are not members of the HWMA.

1.2 Statement of Purpose:

The Humboldt Waste Management Authority ("HWMA or Authority") issues this Request for Proposals (RFP) to retain an experienced and qualified consulting firm to provide specified forest management and technical support services needed to assist the Authority in forestry management. The successful proposer must have the ability to provide trained and experienced personnel and staff to perform the services set forth in this RFP which include without limitation, timber cruising, technical studies, community engagement support, maintaining compliance with Non-Industrial Timber Management Plan (NTMP), permitting assistance, filing of Notice of Timber Operations and timber sales.

Proposals are due and must be delivered in a sealed envelope to **Eric Keller-Heckman, HWMA Executive Director**, no later than 3pm Friday September 12, 2025. The RFP can be viewed online at hwma.net/bids-proposal

HWMA's intent is for Registered Professional Forester Services for the Cummings Road Landfill to begin on or before December 1, 2025.

1.3 Organization of the RFP

General information regarding the RFP purpose, process, and schedule are provided in the following sections.

- **Section 1** contains General Information to assist Proposers in understanding the current and proposed services required, including general information about HWMA and its Members.
- **Section 2** contains Proposal Considerations such as the rights of the Authority, consequence of Contractor's submission of their proposal, costs to prepare a proposal, and the proposal schedule.
- **Section 3** presents Background Information regarding current management practices of Authority owned forest properties under the NTMP to be processed under this Agreement.
- **Section 4** Scope of Services describes the work and services covered by this RFP.
- **Section 5** details the timeline to arrive at an Agreement, and terms and conditions for the requested services.

- **Section 6** discusses the RFP Proposal Requirements to be submitted by the Proposer.
- **Section 7** describes the Cost Proposal and Compensation required for submittal for this RFP and the Proposer's compensation and payment method to be employed by the Authority.
- **Section 8** describes the Proposal Evaluation and Proposer selection process to be followed by the Authority.
- **Section 9** presents the Proposal Submittal Instructions to be followed by Proposers for submittal of their RFP.
- Attachments.

2.0 PROPOSAL CONSIDERATIONS

2.1 HWMA Rights

In issuing this RFP, HWMA retains, but is not limited to, the following rights.

- To issue addenda to the RFP, including extending or otherwise revising the timeline for submittals.
- To withdraw, reissue or modify the RFP.
- Withdrawing the RFP at any time during the procurement process.
- Issuing addenda to the RFP, including extending or revising the timeline for submittals.
- Requesting clarification or additional information from the Proposers at any time during the procurement process.
- Execution of an Agreement with the successful Proposer on the basis of the original proposals and/or any other information submitted by the Proposers during the procurement process.
- Rejection of any or all proposals, waiving irregularities in any proposals, accepting, or rejecting all or part of any proposals, and waiving any requirements of the RFP, as may be deemed in the best interest of the Authority.
- Negotiating with more than one Proposer.
- Accepting a proposal that does not offer the lowest cost but offers the best overall level of service, which the Authority determined is in the best interest of the Authority and its Member Agencies based on the Proposer's qualifications, operations proposal, financial strength, and willingness to accept the Agreement terms, as well as the proposed costs and fees.
- Discontinuing negotiations after commencing negotiations with a selected Contactor if progress is unsatisfactory in the sole judgment of the Authority and commencing negotiations with another qualified Proposer.

2.2 Obligations of Submission of Proposal

Proposers submitting a Proposal understand that:

- Proposal submission constitutes an incontrovertible representation and warranty by Proposer that the Proposer has investigated all aspects of the RFP.
- Proposer is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements.
- Proposer has read and understands the RFP and complied with every requirement.

- Without exception, the proposal is premised upon performing and furnishing the services and equipment required by this RFP and Agreement and as such means, methods, techniques as may be indicated or required by this RFP and Agreement.
- Proposer submittal of an RFP, and/or any addendums, are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance and furnishing services of the project.

Submission of a Proposal shall not be deemed an agreement between the Proposer and the Authority, and the following provisions apply:

- Authority shall not be obligated to respond to any proposal submitted, nor is bound in any manner by the submission of a proposal by a Proposer.
- Acceptance of a proposal by the Authority obligates the Proposer to enter into good faith Agreement negotiations on the proposal submitted.
- The Agreement shall not be binding or valid against the Authority unless and until it is executed by the Authority Board and the selected Proposer, and the Proposer’s performance bond or other surety has been accepted.

2.3 Proposal Costs

Costs of investigating, preparing, and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the HWMA. HWMA will not reimburse any Proposer for any costs associated with the preparation and submission of proposals or expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with the HWMA.

2.4 Proposal Schedule

The HWMA intends to adhere to the schedule provided in Table 1 during the selection process. This schedule may change at the HWMA's sole discretion.

Table 1: Proposal Procurement Schedule	
<i>Task</i>	<i>Date</i>
RFP Released for Solicitation Period.	July 11, 2025
Deadline to submit written questions and clarifications by Proposers.	August 29, 2025 by 4PM
HWMA will issue to Proposers: response to written questions and RFP addendum if necessary.	September 5, 2025
PROPOSAL DUE	September 12, 2025 by 3 PM
HWMA Evaluation Committee may request clarification of proposals.	TBD
HWMA Evaluation Committee may interview shortlisted Proposer(s).	TBD
HWMA and Contractor(s) complete negotiations with Contractor.	No later than October 31, 2025
HWMA Board of Directors to Approval Final Agreement	November 13, 2025
PROPOSER TO COMMENCE SERVICES.	December 1, 2025

**The Authority retains the rights to modify and/or amend dates as necessary.*

2.5 Anti-Collusion Statement

A sworn anti-collusion statement is included as *Attachment 3* as part of the proposal package. The Authority requires that a non-collusion statement be made as a sworn affidavit executed and sworn before a person who is authorized to administer oaths by laws of the State. This certification is required as important evidence in the event that collusion or bid rigging is discovered at a later date. If any Proposer submits a false statement, sanctions may then be taken against the Proposer.

2.6 Conflict of Interest

The Proposer must disclose any contractual relationship that exists, or has existed, between the Proposer and a predecessor organization of the Proposer, or a sub-contractor included in the Proposer's response to this RFP, and the HWMA or its Member Agencies. Proposers must also disclose any existing business or personal relationship between the Proposer, its principals, or any affiliate or subcontractor, and the HWMA, its Member Agencies, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The Authority will make the final determination regarding the existence of a conflict of interest.

2.7 Proposals and Public Records

Until selection by HWMA of a Proposer, proposals shall be held in confidence and not subject to public review. After selection of a Proposer, all proposals will become public records and subject to disclosure as required under the California Public Records Act (Government Code §7920.000 et seq). Notwithstanding the foregoing, certain portions of short-listed proposals may be tabulated and presented to the HWMA Board together with proposal rankings and recommendations to inform the HWMA Board's decision-making in selecting a single proposal.

Proposers who believe portions of their proposals are subject to an exemption from disclosure shall clearly mark or label such content as "Confidential" in order to assist HWMA in the event of a Public Records Act request. However, HWMA will make its own evaluation under the Public Records Act of what content in the proposal, if any, is exempt from disclosure. By submitting a proposal, the Proposer hereby holds harmless and agrees to indemnify HWMA, its officials, officers, employees, and agents from and against any losses of any type arising out of actions taken by HWMA in response to any request to review the proposals.

2.8 Proposer Code of Conduct

Proposers are required to follow the "Proposer Code of Conduct" as a result of submitting an RFP. The Code of Conduct for Proposers includes the following:

- Prohibits ex-parte communications with HWMA Board members, elected officials of Member Agencies, or Member Agency staff members; and
- Prohibits giving any gift or monetary compensation to an HWMA Board member, HWMA staff member, Member Agency staff members or its agents; and

- Prohibits collaboration or discussion with other Proposers of the content of the proposal or rates proposed.

Failure to abide by the above will result in Proposals being disqualified.

3.0 BACKGROUND INFORMATION

In September 1, 2017, HWMA took ownership of 413 acres of property that includes seven (7) undeveloped forest parcels that surround the Cummings Road Landfill located approximately 2 miles southeast of the City of Eureka. The property, with the exception of two parcels, is managed under timber management through a Nonindustrial Timber Management Plan (NTMP) 1-00NTMP-007 HUM. Jim L. Able Forestry Consultants, Inc. has been retained as the Registered Professional Forester (RPF) of record, to ensure compliance with the NTMP, and maintain a continuity of property maintenance and management practices. Jim Able has been the RPF for this property since 1979 and has overseen timber harvesting activities on this property under the previous property owners who included Eureka Garbage Co., NorCal Waste Solutions, and Recology. In 2018 the HWMA Board approved a selective harvest of 200,000 thousand board feet, which generated approximately \$187,000 revenue for the Authority. The HWMA Board most recently approved a selective harvest of 315 MBF in 2021 that generated approximately \$150,465 of revenue for the Authority.

NTMP's were established under the California Forest Practices Act in 1989 to promote long-term management and planning on forest ownerships less than 2,500 acres. In exchange for landowners managing their forest through uneven-aged management and long-term sustained yield, NTMP's allow owners to log selectively within specified limits. The NTMP associated with the Authority's Forest properties was approved on June 20, 2000, and complies with Public Resources Code 453-4594.7, and Forestry Practices Rule 14, California Code of Regulations 1090-1090.27. The property has been managed and selectively harvested on thirteen (13) occasions over the past 25 years.

4.0 SCOPE OF SERVICES

Consultant will perform the following services within the times or by the dates provided for herein to handle all aspects of NTMP management and timber sales administration including advertising the sale, managing the bidding process, securing contractors to perform logging operations, manage all financial transactions needed to support the timber harvest and managing oversight for compliance purposes.

1. Serve as an agent for the Authority in timber management and timber harvesting (sales) up to and including:
 - a) Provide silviculture review of timber proposed for harvested.
 - b) Review physical conditions of property.
 - c) Secure approval for harvest from HWMA's Executive Director.
 - d) Submit and execute all permits necessary for maintenance of property and timber harvests, including but not limited to, Notice of Timber Operations.

- e) Conduct surveys, including property boundary surveying, correspondence, and amendments necessary to implement NTMP and Notice of Operations required to make the NTMP immediately available for use.
 - f) Provide necessary exemption permits where applicable (Headquarters).
 - g) Prepare Timber Sale Prospectus and solicit sealed bids from log buyers.
 - h) Conduct solicitation and bids from qualified and experienced Logging Contractors.
 - i) Evaluate submitted proposal from log sale bids and logging services and advise Executive Director accordingly.
 - j) Advise HWMA Executive Director regarding forest management, forest policy, forest management options, general conditions of property and for negotiation of Timber Sales Agreement and Logging Contractor.
 - k) Consultant shall provide a scope of work and cost estimate for administration of future timber harvest activities, at the request of HWMA.
 - l) Consultant shall ensure the Timber Sales Prospectus and Purchase Contract includes a provision that the log purchaser will be responsible for the payment of State of California Timber Yield Tax on logs purchased under contract.
 - m) Consultant shall ensure that the log purchaser will secure a payment bond, in a form acceptable to HWMA, naming HWMA as obligee for 10% of the estimated sale price. Total estimated sale price equals 95% of estimated net value times the quoted sale price. The payment bond must be executed prior to delivery of logs and remain in effect until total payment is received.
 - n) Consultant shall ensure a provision to secure a surety bond by the selected Logging Contractor, and any subcontractors, that will be held by HWMA and released upon HWMA's approval for satisfactory work.
 - o) Consultant shall manage all aspects of timber sale, provide accounting services, establish a financial mechanism that enables consultant to collect and distribute funds to cover harvest and forest management expenses.
 - p) Consultant shall supervise tree marking, watercourse flagging, logging supervision, verify the Timber Yield Tax based on log value, and ensure that harvesting activities are in compliance with contract obligations.
 - q) Perform tree stocking activities.
 - r) File and implement necessary completion reports with appropriate agencies as needed.
 - s) Inspect roads, forest properties and other harvest related activities to ensure compliance with regulations and proper management.
 - t) Ensure all appurtenant roads are maintained and serviceable. Notify HWMA if funds are required to conduct road maintenance or repairs.
 - u) Advise Executive Director regarding special projects in support of Authority operations and regulatory requirements.
2. Ensure all right of ways and easements are respected and protected.
 3. Prepare forest improvement projects, which may include:
 - a) Writing project descriptions;
 - b) Building GIS project maps;
 - c) Planting;
 - d) Erosion control;
 - e) Broadcast burning;
 - f) Pre-commercial thinning;

g) Land Surveying.

Proposers are expected to carefully review the Scope of Services that will define the contractual arrangement(s) between HWMA, and the Contractor selected through this RFP process. In the event of a conflict between the Agreement and this RFP, the language in the Agreement takes precedence. For all services required under the Agreement, the Contractor must provide all labor, supervision, equipment, and materials in conformance to all required permits and regulatory requirements.

5.0 AGREEMENT ARRANGEMENTS

The procurement schedule in Table 1 outlines the time schedule proposal evaluations, recommendation, and selection of the most responsive Proposer, and to negotiate and execute an agreement with the Authority. The attached draft Agreement provides Proposers an outline of the terms and conditions of the requested services, and the HWMA's roles, responsibilities, and obligations. It is expected that the term of the final agreement will contain a provision to allow two 5-year extensions at the sole discretion of the Authority.

The HWMA is interested in selecting a Proposer that is willing to negotiate and execute an Agreement in a timely manner.

6.0 SUBMITTAL INSTRUCTIONS

Proposers are required to provide all information requested in this section, requested attachments and addendum items, if any, as part of their proposals. Failure to provide all required information as listed below may be grounds for rejection of a proposal as nonresponsive.

6.1 Qualifications Response

1. State the name and address of the company that will be entering into the Agreement with HWMA, and the name, address, phone number, fax number, e-mail address, and title of person to be contacted regarding the Proposal. Provide the names of any other company(ies) or firms that will share significant responsibilities as team members in performing under the Agreement.
2. Describe your company and staff qualifications as they relate to successfully performing services described herein.
3. Describe how the Proposer's material marketing sale programs will create and obtain a superior product and market value.
4. Describe how the company fosters innovation and high-quality performance with proven examples.
5. Describe any proposed partnerships that could support or enhance forestry practices.

6. If companies are submitting as a team, describe any prior successful working arrangements involving similar types of services for similar sized communities.

6.2 Company Information

At a minimum, provide a detailed description of your company and its qualifications to provide the requested services in the RFP.

1. Describe services provided currently, or in the past, to other jurisdictions that are directly relevant to services described in this RFP, including descriptions of relevant contracts and the dates the service was provided.
2. Provide the name, telephone number, and address for three (3) municipal clients serviced by the Proposer as references for your experience for the services requested in the RFP.

6.3 Key Personnel

Provide detailed information on the Company's personnel to enable the Authority to determine the Company's personnel qualifications and experience to implement the requested services in this RFP.

1. Provide names and resumes of principal officers, partners, or other officials of the company who will perform significant responsibilities required under the RFP.
2. Identify the names of individual(s) who will implement the Agreement, and include resumes for each key individual responsible for implementation of the Agreement.
3. Describe relevant technical experience of key personnel, how long they have been with the company and their backgrounds in forest management.

6.4 Compliance, Litigation and Debarment History

1. Provide detailed information regarding the Proposer's litigation history. Has any company, partner, or subsidiary proposing on this RFP or any corporate officer been involved within the past ten (10) years in litigation arising from:
 - a. Violation of environmental laws, regulations, permits, or federal antitrust laws; and
 - b. Connection with allegation of corrupt practices.
2. Has any company, partner, or subsidiary in this venture, or any corporate officer, been the subject of any enforcement action, order, decree, or notice of violation of any environmental laws, regulations, or permits? If the answer is "yes," please explain fully.
3. Provide details of any past or pending litigation against the Proposer or its parent company or joint venture company (ies) by a governmental entity contracting with the

Proposer or its parent for services relating to waste management services, or against such a governmental entity by the Proposer or its parent company or joint venture in the past five (5) years. Failure to disclose an accurate litigation history may result in disqualification of the proposal.

4. Proposer must provide information detailing its worker safety record for the past five (5) years for the company and its affiliates in California or pertinent State(s) where it operates.
5. The worker safety record information will include, but not be limited to, employee safety metrics commonly used in the industry such as the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.

6.5 Environmental Compliance

List any environmental compliance-permit violations incurred by the company, partner or subsidiary in this venture, or sub-Proposer in the past five (5) years for similar types of projects within Northern California or Southern Oregon.

6.6 Financial Response

1. Demonstrate that the Proposer has financial resources sufficient to undertake the development, operations, and maintenance of the proposed services for the term of the agreement and longer.
2. Provide audited financial statements, including income and balance sheets for the contractually responsible party and any parent company and joint venture company (ies), for the most recent three (3) complete fiscal years and an audited statement through the most recently completed quarter of the current fiscal year.
3. Provide a statement from the chief financial officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent or owners if they are providing financial assurance of performance) since the date of the last audited statements.

6.6 Proposal Alternatives and Exceptions

Proposer shall present any exceptions or requested changes that Proposer has to the Proposal conditions, requirements, or Section 4 Scope of Service. If no exceptions are noted, it is assumed the Proposer will accept all conditions and requirements identified in the RFP.

In the event the Proposer takes exception to the RFP specifications or wishes to propose alternative means and methods, they may set forth those exceptions in their overall proposal, but are required to provide details as outlined in Section 4.

6.7 Additional Operational Information

Proposers may provide any additional information that they believe to be applicable to their proposal.

6.8 Agreement Acceptance Response

The HWMA is interested in selecting a Proposer who is prepared to negotiate and execute an Agreement in a timely manner.

The Authority has provided a draft Agreement for Registered Professional Forester Services as shown in *Appendix 4* for the Proposers' consideration. The Agreement describes the term of the contract, Contractor's compensation and the rate adjustment methods, dispute resolution procedure, indemnification, insurance, performance assurances, defaults and remedy provisions, termination rights, reporting obligations, and other provisions. If there are differences between the description of professional services described in this RFP and the Agreement, the terms and conditions in the Agreement shall prevail.

The Authority is interested in selecting a Proposer that is prepared to accept the provisions of the Agreement in its existing form. Proposer may propose exceptions to the provisions. Exceptions must be accompanied by recommended alternative language. If the exceptions to the Authority's Agreement are not acceptable to the Authority, the Authority may reject the proposal regardless of its other merits. At the sole discretion of the Authority, all negotiations with a particular Proposer may be limited to the Proposer's exceptions and recommended alternative Agreement language contained in its proposal.

7.0 COST PROPOSAL AND COST FORM

The Proposer is required to submit its cost using the cost form in *Attachment 1*.

8.0 PROPOSAL EVALUATION AND PROPOSER SELECTION

8.1 Proposal Evaluation Procedures

Proposals will be evaluated based on their responsiveness, content, completeness, and clarity. Specific evaluation criteria have been developed that will focus on evaluating the information requested in the RFP. Proposals will be evaluated based on the extent to which they meet evaluation criteria.

Proposals will be evaluated by an RFP Evaluation Committee (RFP Committee). The Authority's Executive Director will facilitate the evaluation process and provide support to the RFP Evaluation Committee. The Executive Director will be available to answer questions by the RFP Evaluation Committee as needed but will not have any proposal scoring and ranking voting authority. Each evaluator will review all proposals received using a set of established evaluation criteria that will be applied to identify the relative strengths and weaknesses of individual proposals.

The ratings from the RFP Committee evaluators will be compiled to determine a preliminary ranking of the proposals based solely on the evaluation criteria. After initial evaluation of proposals and preliminary ranking, the RFP Evaluation Committee may prepare a list of the top-ranking Proposers to be interviewed.

Invitations may be issued to Proposers to make oral presentations to and/or interviews with the Evaluation Committee. Site visits to Proposer’s representative facilities by RFP Committee members may also be conducted as part of the selection process.

Based on the contents of submitted proposals, the results of interviews and oral presentations and site visits, if conducted, along with any other information requested by the HWMA, the Evaluation Committee will prepare a final ranking of the Proposers and present their rankings and recommendations to the HWMA Board of Directors. After the HWMA Board reviews and approves their selected Proposer, HWMA staff will enter negotiations with the selected Proposer to develop an agreement that provides the services outlined in this RFP. The final agreement will be presented to the Board for approval.

In the event the negotiations with the selected Proposer are unsuccessful, HWMA may designate another Proposer from the list of shortlisted Proposers and enter negotiations with that Proposer(s).

8.2 Proposal Evaluation Criteria

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is satisfied relative to other proposals. The evaluation criteria and maximum score that can be achieved for each criterion are presented in Table 2.

Table 2: Proposal Evaluation Criteria and Maximum Evaluation Score

Proposal Evaluation Criteria	Maximum Evaluation Score
Qualifications and Experience	30
Understanding of Relevant Objectives & Requirements	30
Ability to Provide High-Quality, Cost-Effective Services	20
Interview (Short Listed Proposers)	20
Total Maximum Score Up To	100

The potential factors that may be considered by the proposal Evaluation Committee when developing the score for each criterion are presented below. Proposer must be fully compliant with the RFP and procurement procedures as demonstrated by submittal of all elements required including completion of the proposal cost form and compliance with proposal submission process.

Qualifications and Experience (Maximum 30 points)

- Identification of the Project Team, including, without limitation, an organizational chart which identifies all key personnel and subcontractors that will be responsible for providing the Services set forth in this RFP.
- The number of staff members employed by the proposed, and each subcontractor included in the Project Team, that are currently providing services equivalent to those set forth in this RFP.
- The Project Team's overall experience in providing services equivalent to those set forth in this RFP.
- The Project Team's overall knowledge of the requirements pertaining to the provision of services equivalent to those set forth in this RFP.
- The qualifications and experience of each Project Team member regarding the provision of services equivalent to those set forth in the RFP, including, job titles, responsibilities, special training, licenses, certifications and resumes of all key personnel that will be responsible for providing the Services set forth in this RFP.

Understanding of Relevant Objectives & Requirements (Maximum 30 points)

- Proposer's understanding of timber harvest rules, regulations, and policy.
- Proposer's understanding of timber harvest technology and operations.
- Proposer's abilities to administer timber sales in accordance with state and federal regulations.
- Proposer's knowledge of forestry best management practices to support a sustainable and healthy forest ecosystem.

Ability to Provide High-Quality, Cost-Effective Services (Maximum 20 points)

- Proposer's ability to implement innovative management methods and techniques and identify opportunities for the use of such methods and techniques
- Proposer's subject matter expertise, and how such expertise will assure staff continuity and timely performance of the Services set forth in this RFP.
- Management strategies that will be utilized by the Proposer to achieve the objectives and requirements in an efficient and effective manner.

Interview (Maximum 20 points) - Short Listed Proposers may be invited to meet with the Evaluation Committee. Proposers will be expected to provide a presentation outlining their proposal and responses to committee member questions.

9 PROPOSAL SUBMITTAL INSTRUCTIONS

Proposals shall be submitted in accordance with the requirements presented in Section 4 – Scope of Services and Section 6 - Operations. All data and information furnished by HWMA or referred to in this RFP are provided for the Proposer's convenience. The HWMA does not

guarantee that such information or data is accurate and assumes no responsibility as to the accuracy of the information. Proposers are encouraged to independently verify the accuracy and interpretation of all such information or data.

9.1 Authority Contact and Address

Proposers shall submit all correspondences, questions, and the proposal submittal to the following contact individual:

Executive Director
Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA 95501
Telephone number: 707.268.8680
Email: ekeller@hwma.net

9.2 Submittal of Written Questions

HWMA requires Proposer to submit all questions and requests for information in writing (email is acceptable) directly to HWMA at the address listed in Section 9.1. The deadline for submitting written questions and requests for information will be **August 29, 2025**.

9.3 Proposal Submittal Format

The Proposer shall submit (2) double-sided hard copies of the complete proposal, no later than **3:00 p.m. Friday, September 12, 2025** in a sealed package. In addition, a thumb drive storage device containing an electronic copy of the proposal in Adobe PDF be submitted in the sealed package. This will be used to distribute to Evaluation Committee members.

Proposals must be printed on 8½” x 11” paper with 30% or greater post-consumer recycled content paper. All pages shall be consecutively numbered.

PROPOSAL TO HWMA FOR
“Registered Professional Forestry Services” Submitted By:
(Name of Proposer)

Proposals must be mailed, or hand delivered to HWMA’s Business Office address as cited in Section 9.1. Proposals received after the deadline will not be considered and will be returned unopened to the Proposer. Postmarks will not be accepted as proof of receipt.

9.4 Clarification of Proposal Information

Proposer may be asked to clarify information through written communications and interviews or during site visits of the Proposer’s processing facility. The clarification process may be performed by HWMA staff or Evaluation Committee representatives.

9.5 Presentation to Evaluation Committee and HWMA Board of Directors

One or more Proposers may be invited to present their proposals to the Evaluation Committee and/or the HWMA Board of Directors. Invitations to present will be based on evaluation of the proposals at a time to be determined.

9.6 Selection of Recommended Proposers

After the HWMA Board of Directors selects and approves a Proposer, Agreement negotiations will commence. Upon notification of being selected to negotiate a contract, the Proposer will have Fourteen (14) calendar days to provide a surety made payable to the HWMA in the amount of \$50,000 in the form of a cashier's check or a surety bond naming the Authority. The purpose of the surety bond is to guarantee that the Proposer will execute in good faith the Agreement. If the selected Proposer does not execute the Agreement within thirty (30) calendar days after receiving notice of its selection, the HWMA reserves the right to keep the surety to offset potential costs associated with identification of an alternate service provider(s) and schedule delays. Un-cashed checks will be returned to all proposers within ten (10) calendar days after an Agreement is executed.

9.7 Schedule

The Procurement Process schedule is presented in Section 2.4, Table 1.

9.8 Proposal Content

Proposals must be submitted according to the following format and include the following information:

1. Cover letter containing:
 - Name, address, and telephone and fax number of Proposer and key contact person.
 - Description of type of organization (e.g., corporation, partnership) submitting proposal.
 - If teaming arrangement with is proposed, describe past working relationships on similar projects.
 - Name of entity that would sign the Agreement.
 - A statement that you have reviewed the requirements of the project as described in this RFP, its enclosures, and all addenda, by listing all addenda and dates received.
 - The cover letter and Forms must be signed by an officer or agent of the Proposer authorized to bind the Proposer. In signing proposal, the Proposer agrees that the terms of proposal and the cost as submitted by Proposer are firm for a period of one year from proposal due date and assures that a performance bond or other instrument as specified in the Agreement will be issued by the Proposer.
2. Executive summary that highlights the major topics of your qualifications and proposal and clearly states the services the proposal addresses.
3. Responses to all information requested in Section 4. Organize your responses to topics, and address each element following the format outlined below so that all requested information can be readily found.

4. Proposal Outline

Each proposal must address the topics and Scope of Services as stated in Sections 4, 6 and 7 of the RFP in the following format:

- I. Title Page, Cover Letter, Table of Contents, Executive Summary
- II. Company Description, Experience and Qualifications Element

Attachment 1: Cost Proposal Form

Proposer Name: _____

Timber Property Management Cost				
Service Type	Units	Quan.	Unit Price (\$)	Amount (\$)
NTMP management, regulation compliance	Annual	1	\$	\$
Advise and provide status updates to HWMA Executive Director as appropriate	Annual	1	\$	\$
All other	Annual	1	\$	\$
TOTAL Timber Property Management				\$

The Bid Schedule includes a bid item called “All Other”. The purpose of this item is to provide a place holder for the Consultant to include cost for items not described in the scope or other bid items but is required to perform the scope of work. It is the responsibility of the Consultant to review the Documents thoroughly and identify any work that is not included in a bid item and include it in the “All Other” bid item.

List of “All Other” Bid Items:

Timber Harvest Management

The Proposer shall provide a schedule of fees to provide future Timber Property and Harvest Management services. A rate schedule shall be submitted as part of this proposal showing the applicable rates and charges ordinarily incurred during pursuit of the services anticipated by the scope of work including, but not limited to, direct personnel rates, overhead rates, equipment and vehicle charges, mobilization, travel and per diem charges, office and reproduction charges, and sub-contracting/outside services mark-ups. Upon selection of a Consultant and pursuit of the work, HWMA and Consultant shall confer on the scope and anticipated cost of individual assignments and shall agree in writing on completion/milestone dates and not-to-exceed costs computed on time and materials basis utilizing the rates and charges presented in the schedule of fees provided herein.

Prior to future timber harvest management work, the Consultant under contract will be required to submit a scope of work and cost estimate in accordance with the proposed fee schedule, to provide the following consulting services for timber harvest management activities:

1. Submit & execute all permits necessary for Harvest;
2. Coordinate and solicit bids for timber harvesting;
3. Evaluate bids from log sale bids and logging services and provide bid summary and recommendation to HWMA;
4. Supervise implementation of timber harvest;
5. File & implement necessary reports to agencies;
6. Inspect post-harvest conditions to ensure regulatory compliance;
7. Manage financials and distribution of funds;
8. All other forestry-related services that are not otherwise specified.

Attachment 2: Anti-Collusion Statement Form

The undersigned Proposer has not divulged to, discussed, or compared his/her proposal with other Proposers and has not colluded with any other Proposer or parties to the proposal whatsoever. Proposer acknowledges that all information contained herein is part of the public domain as defined in the guidelines in Section 2.7 Limits on Disclosure of Proposals as stated in the RFP and as governed by the State of California.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

(Please type or print below)

Executed under penalty of perjury on this _____ day of _____, 2025 at _____.

SIGNED BY: _____
TITLE: _____
ORGANIZATION: _____

Subscribed and sworn to before me this _____ day of _____, 2025 at _____.

Notary Public
My Commission expires:

Attachment 3: Agreement template

**AGREEMENT BETWEEN
HUMBOLDT WASTE MANAGEMENT AUTHORITY AND
_____,
FOR PROFESSIONAL SERVICES
NTMP FOREST MANAGEMENT & TIMBER HARVEST**

THIS AGREEMENT for Professional Services (“Agreement”) is effective as of _____, 2024, by and between the Humboldt Waste Management Authority, a joint powers authority (hereinafter referred to as “Authority” or “HWMA”) and _____, a California corporation (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the Authority owns __ acres of forested property, __ acres of which are subject to a Non-industrial Timber Management Plan (NTMP) (collectively, the “Property”); and

WHEREAS, on July 12, 2025 the Authority issued an RFP for Registered Professional Forestry Services seeking a Registered Professional Forester (RPF) to oversee and manage the Property, including the NTMP; to recommend when appropriate, selective harvests under the NTMP that will ensure sustainability of the forest resource such that current management options will be possible in the future; and, to manage all aspects of the NTMP and timber sales, including advertising the sale, managing the bidding process, securing logging contractors, selling the timber, managing financials and ensuring legal compliance; and

WHEREAS, Consultant submitted a response to the Authority’s RFP for Registered Professional Forestry Services showing that it has the demonstrated qualifications, skills and training necessary to perform such services and was selected by the Authority for such purposes;

WHEREAS, Consultant agrees to perform such services for the Authority based on the terms and conditions below.

NOW THEREFORE, based on the mutual terms, conditions, and covenants recited above and made a material part hereof, the parties agree as follows:

1. Scope of Services.

1.1 *Services Defined.* Consultant agrees to perform the services set out in Attachment A, NTMP Forest Management and Timber Harvests Scope of Services attached hereto and incorporated herein (“Services”). Services shall be provided in accordance with the terms and conditions of this Agreement. In the event of conflict between the provisions contained in this Agreement and those within Attachment A, the terms and conditions of this Agreement shall control over those in Attachment A. Consultant’s response to the Authority’s RFP for Registered Professional Forestry Services is incorporated herein as if set forth in its entirety.

1.2 *Special Conditions.* Consultant shall comply with all additional terms set forth in Exhibit A “Special Conditions,” if any are required [*check applicable box*]:

_____ Special Conditions X No Special Conditions

1.3 *Special Insurance Conditions.* Consultant shall comply with the insurance provisions set forth in Section 10 and all additional terms set forth in Exhibit B “Special Insurance Conditions,” if any are required [*check applicable box*]:

_____ Special Insurance Conditions X No Special Insurance Conditions

2. Compensation for Services, Payment.

- 2.1 The Authority shall pay Consultant at the rate and basis as set forth in Attachment A and may be updated on an annual basis should the consultant submit a revised schedule of fees.
- 2.2 Consultant shall prepare and submit its invoices to the Authority no more than once per month and the final bill upon completion of the Services. For Services billed on a time and materials basis or in installments, Consultant shall provide a time summary of work performed by each person for whom charges are billed. All reasonable efforts will be made by the Authority to pay undisputed invoices within 15 days of receipt. If the Authority disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. The Authority may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

3. Term.

3.1 *Initial Term, Commencement of Services.* Services of Consultant shall commence on _____, **2025**. Unless earlier terminated earlier in accordance with the provisions of this Agreement, the term of this Agreement shall begin on the Effective Date and terminate five (5) years after the Commencement Date. (“Term”).

3.2 *Additional Terms.* The Authority has the right to extend the Term beyond the period stated in Section 3.1 for two (2) periods of five (5) years each. The Authority shall notify the Consultant of its intent to extend the Agreement no later 180 days prior to the end of the then-current Term. Within thirty (30) calendar days of Authority’s notice, Contractor shall provide written acknowledgment of the extended contract period. All provisions of this Agreement shall remain in effect during any Extension, including the Contractor’s obligations and all provisions related to Contractor compensation, subject to amendment of those Agreement provisions expressly made by mutual Agreement of the Parties and in writing. Wherever used in this Agreement, “Term” shall mean and include any additional period duly extended under this Section.

3.3 *Suspension and Termination.*

(a) *Suspension.* At any time and for any reason, the Authority may temporarily suspend the Services upon thirty (30) days’ written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the Authority has provided written notice to Consultant to re-commence Services.

(b) *Termination.* The obligation to provide Services under this Agreement may be terminated for cause by either party upon sixty (60) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this

paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- (c) **Project Suspension or Abandonment.** The Authority may for any reason and at any time suspend indefinitely the Services and/or abandon the project for which Services were engaged, or any part thereof, upon written notice to Consultant.

3.2 **Payments Upon Termination.** In the event of any termination under this Section 3, Consultant will be entitled to invoice the Authority and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

3.3 **Delivery of Project Materials to Authority.** Prior to the effective date of termination, the Consultant will deliver to Authority all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which the Authority has compensated Consultant, and all such material shall become the property of the Authority upon delivery.

4. **Professional Standards.** The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.
5. **Independent Consultant Status.** Consultant is performing Services as an independent contractor for the Authority and is neither an employee nor an agent of the Authority. Except as otherwise provided in this Agreement, Consultant shall have sole control over the manner and method of performance of the services, and Authority's only interest shall be in the results of such Services. Authority's liability hereunder shall be limited to payment of the compensation provided in this Agreement. Consultant agrees and acknowledges that it is not entitled to any benefits or insurance, including without limitation any medical, unemployment, or disability benefits, on Authority's account. This Section shall also apply to any of Consultant's subcontractors.
6. **Document Submission and Title to Documents.** Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the Authority upon delivery. Authority may disclose, disseminate, and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
7. **Designation of Representative.** Consultant and Authority shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other party.
8. **Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or

courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

Authority:

Eric Keller-Heckman, Executive Director
Humboldt Waste Management Authority,
1059 West Hawthorne Street, Eureka, CA, 95501

Consultant:

Name & Title
Company
Address

9. **Indemnification.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless Authority and its boards, task forces, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the extent permitted by law, Consultant shall indemnify, defend and hold harmless Authority, and any and all of the Indemnified Parties from and against any liability (including liability from claims, suits, actions, arbitration proceedings, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the same arise out of, are a consequence of, or are attributable to, in whole or in part, negligence of the Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

10. **Insurance.**

10.1 General Insurance Requirements.

- (a) Prior to performing any Services hereunder and until the Services have been completed in accordance with this Agreement, the Consultant shall maintain insurance in full compliance with all of the provisions of this Section 10, and Exhibit C, Special Insurance Provisions, if any are required. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.
- (b) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the Authority at or prior to the execution of the Agreement.

- (c) All insurance certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the Authority.
- (d) Consultant shall have its insurer endorse the third-party general liability coverage to include the Authority as additional insured. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self- insurance available to the Authority.
- (e) In the event the Consultant subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract agreement.
- (f) The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.

10.2 Professional or Errors and Omissions Insurance. Consultant shall purchase and maintain such Professional or Errors and Omissions Insurance for the Services performed and furnished as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by Consultant or by anyone employed by Consultant to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be subject to a Self-Insured Retention (SIR) greater than \$100,000, and for not less than \$1,000,000 single limit, any one claim and \$2,000,000 annual aggregate.

10.3 Workers' Compensation Insurance. Consultant shall purchase and maintain such Workers' Compensation covering all employees and volunteers as required by the State of California, and on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

10.4 Commercial General Liability. Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or equivalent. Coverage for additional insured shall not be limited to vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000 general aggregate.

10.5 Automobile Liability Insurance. ISO Business Auto Coverage for CA 0001 including symbol 1 or equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If Consultant or Consultant's employees will use personal autos in the performance of any duties under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

11. Dispute Resolution. The parties agree to negotiate any disputes over the performance of their respective rights and obligations under this Agreement in good faith for a period of at least 30 days after the date of notice invoking the need for dispute resolution or exercising rights under law. Neither party may initiate court action prior to such good faith negotiation.

12. Time of the Essence. Time limits stated in this Agreement are of the essence.

13. Governing Law, Venue. This Agreement and performance hereunder and all suits and special proceedings shall be interpreted in accordance with California law. Venue shall be fixed in Humboldt County.

14. **Authority.** Each party hereto warrants and represents to the other party that such party has the full right, power, and authority to enter into this Agreement and has obtained all necessary consents and approvals to consummate the transaction contemplated hereby.
15. **Negotiated Agreement, Interpretation.** This Agreement has been negotiated by the parties hereto. Each of the parties has had full opportunity to have this Agreement reviewed by an attorney acting on such party's behalf. The language of the Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof or by reason of the status of the respective parties.
16. **Entire Agreement/Modifications and Amendments.** This Agreement together with all Exhibits (and all attachments thereto) constitutes the entire agreement between the Authority and Consultant as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. Any modification of scope, schedule, or budget relating to Services specified in this Agreement must be in writing and must be signed and dated by both parties prior to the performance of the additional proposed work and expenditure of additional funds for that work.
17. **Assignment, Subcontract.** Neither party shall assign its rights, interests, duties or obligations under this Agreement without consent from the other party. Consultant may not subcontract Services without prior written consent from Authority. In the event subcontracting is approved, the following shall apply:
- a) Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
 - b) Each subcontractor shall be obligated to Consultant and the Authority in the same manner and to the same extent as Consultant is obligated to the Authority under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
 - c) Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the Authority, Consultant shall provide insurance certificates and endorsements of its subcontractors.
18. **Permits, Licenses And Approvals.** Prior to execution of the Agreement the Consultant shall obtain and maintain throughout the Agreement period all permits, licenses and approvals required by law to perform the Services.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

HUMBOLDT WASTE MANAGEMENT AUTHORITY:

Eric Keller Heckman, Executive Director

Date: _____

CONSULTANT:

Name:
Title:

Date: _____

ATTACHMENT A. NTMP FOREST MANAGEMENT AND TIMBER HARVEST SCOPE OF SERVICES AND COMPENSATION

- 1.1 Consultant's Specified Services. Consultant will perform the following services within the times or by the dates provided for herein to handle all aspects of timber sales administration including advertising the sale, managing the bidding process, securing contractors to perform logging operations, and managing oversight for compliance purposes:
- A. Provide silviculture review of timber proposed for harvest.
 - B. Review the physical conditions of the property.
 - C. Secure approval for harvest from HWMA's Executive Director.
 - D. Submit and execute all permits necessary for maintenance of property and timber harvests, including but not limited to, Notice of Timber Operations.
 - E. Conduct surveys, including property boundary surveying, correspondence, and amendments necessary to implement NTMP and Notice of Operations required to make the NTMP immediately available for use.
 - F. Provide necessary exemption permits where applicable (Headquarters).
 - G. Prepare Timber Sale Prospectus and solicit sealed bids from log buyers.
 - H. Conduct solicitation and bids from qualified and experienced Logging Contractors.
 - I. Evaluate submitted proposal from log sale bids and logging services and advise Executive Director accordingly.
 - J. Advise HWMA Executive Director regarding forest management, forest policy, forest management options, general conditions of property and for negotiation of Timber Sales Agreement and Logging Contractor.
 - K. Consultant shall ensure the Timber Sales Prospectus and Purchase Contract includes a provision that the log purchaser will be responsible for the payment of State of California Timber Yield Tax on logs purchased under contract.
 - L. Consultant shall ensure that the log purchaser will secure a payment bond, in a form acceptable to HWMA, naming HWMA as obligee for 10% of the estimated sale price. Total estimated sale price equals 95% of estimated net value times the quoted sale price. The payment bond must be executed prior to delivery of logs and remain in effect until total payment is received.
 - M. Consultant shall ensure a provision to secure a surety bond by the selected Logging Contractor, and any subcontractors, that will be held by HWMA, and released upon HWMA's approval for satisfactory work.
 - N. Consultant shall manage all aspects of timber sale, provide accounting services, establish a financial mechanism that enables consultant to collect and distribute funds to cover harvest and forest management expenses.
 - O. Consultant shall supervise tree marking, watercourse flagging, logging supervision, verify the Timber Yield Tax based on log value, and ensure that harvesting activities are in compliance with contract obligations.
 - P. Perform tree stocking activities.
 - Q. File and implement necessary completion reports with appropriate agencies as needed.
 - R. Inspect roads, forest properties and other harvest related activities to ensure compliance with regulations and proper management.
 - S. Ensure all appurtenant roads are maintained and serviceable. Notify HWMA if funds are required to support road maintenance or repairs.
 - T. Advise Executive Director regarding special projects in support of Authority operations and regulatory requirements.

- 1.2 Key Personnel. _____ and staff are hereby deemed by HWMA to be key personnel whose services were a material inducement to HWMA to enter into this Agreement, and without whose services the Authority would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of HWMA.

2. Information to be provided by HWMA. HWMA shall provide or make available to Consultant the following information:
 - A. All maps, photos, legal descriptions, and any other information concerning the subject property that HWMA has in its possession.
 - B. All names, addresses, phone numbers of key persons.
 - C. Available property information.

3. Payment. For all services and incidental costs required hereunder, including phone conferences, updating, and travel will be paid at the rates identified in the fee table provided by the Consultant:
Insert fee table

4. Budget:

Attachment 4: RFP and Alternatives



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Staff Report

DATE: July 3, 2025 For Meeting of: July 10, 2025

FROM: Eric Keller-Heckman, Executive Director

SUBJECT: Item 2f)
Approve Amendment Number 4 to Extend Services Agreement with Nancy Diamond for Legal Services.

RECOMMENDED ACTION: Voice vote.

- 1) Approve Amendment No. 4 with Nancy Diamond for Legal services from July 1, 2025 ending June 30, 2026.

DISCUSSION:

Background:

Attached is proposed amendment number 4 to the agreement for Legal Services with Nancy Diamond, Attorney at Law. The current agreement with Ms. Diamond expired on June 30 2025. The attached amendment to extend would be effective July 1, 2025 and end on June 30, 2026 .

As HWMA's Legal Counsel, Ms. Diamond provides regular legal advice to the HWMA Board of Directors, Executive Director and occasionally staff on a broad range topics. In addition to standard legal review and defense, Ms. Diamond drafts and reviews numerous documents including agreements, construction contracts, hold harmless agreements and releases.

Staff's Recommendation:

Staff recommends that the Board approve Amendment number 4 to the Agreement for Legal services with Nancy Diamond Attorney at Law.

FISCAL IMPACTS:

Minimal impact to the approved Fiscal Year 2025-26 budget.

ALTERNATIVES:

- 1) Board Discretion

ATTACHMENTS:

- 1) Amendment No. 4 to Contract for Legal Services Between Humboldt Waste Management Authority and Law Offices of Nancy Diamond

**AMENDMENT No. 4
TO CONTRACT FOR LEGAL SERVICES
BETWEEN
HUMBOLDT WASTE MANAGEMENT AUTHORITY
AND LAW OFFICES OF NANCY DIAMOND**

This is an amendment (“Amendment”) to the Contract for Legal Services entered into by and between Humboldt Waste Management Authority (“HWMA”) and Law Offices of Nancy Diamond, dated July 1, 2012, amended on July 1, 2017, July 1, 2022, and January 1, 2024 (collectively, “Agreement”). This Agreement is effective July 1, 2025.

RECITALS

WHEREAS, the Agreement contract term expires on July 30, 2025;

WHEREAS, the parties wish to extend the Agreement based on the conditions below.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof, the parties agree as follows:

1. Term of Agreement. Section IV, Term, is hereby extended for the period commencing on July 1, 2025 and terminating on June 30, 2026, unless terminated earlier under the Agreement.
2. Fee Schedule. Exhibit A, Fee Schedule, is hereby replaced by the attached Exhibit A, Fee Schedule.
3. Ratification of Agreement. The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 effective as of the date above stated.

LAW OFFICES OF NANCY DIAMOND:

By: _____
Nancy Diamond

Date: _____

HUMBOLDT WASTE MANAGEMENT AUTHORITY:

By: _____
Meredith Matthews, Chair of the Board

Date: _____

Attest:

By: _____
Eric Keller-Heckman, Executive Director

Date: _____

EXHIBIT A
FEE SCHEDULE
(Effective January 1, 2024)

Attorney Services, Nancy Diamond: July 1, 2025 – June 30, 2026 \$280/hour

Attorney Services, Other Personnel: Not to exceed rate of Nancy Diamond, and subject to approval of
Executive Director



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Staff Report

DATE: July 3, 2025. For Meeting of: July 10, 2025

FROM: Eric Keller-Heckman, Executive Director

SUBJECT: Item 4)
Elect Authority Officers for Fiscal Year 2025-26

RECOMMENDED ACTION: Voice vote.
Nominate and Elect Officers for Fiscal Year 2025-26

DISCUSSION:

The Humboldt Waste Management Authority's Joint Exercise of Powers Agreement requires that the Board appoint new Board Officers each fiscal year. The term of office begins on July 1, 2025, and runs through June 30, 2026.

The officers – and the current appointees – are:

Chair Meredith Matthews, City of Arcata
Vice-Chair Michelle Lewis-Lusso, City of Blue Lake

Staff recommends the Board open the topic for discussion, and the Board take action to elect Board Officers.

FISCAL IMPACT:
No Impact – Administrative

ALTERNATIVES:
Board's Discretion



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Staff Report

DATE: July 3, 2025. For Meeting of: July 10, 2025

FROM: Eric Keller-Heckman, Executive Director

SUBJECT: Item 5)
Review and Approve Board of Director's Calendar for Fiscal Year 2025-26

RECOMMENDED ACTION: Voice vote.
Review and Approve Board of Director's Calendar for Fiscal Year 2025-26,
Affirm Meeting Place and Time.

DISCUSSION:

Background:

Attached is the proposed Board Calendar for Fiscal Year 2025-26. Staff recommends that the regularly scheduled monthly meetings on the second Thursday of each month remain unchanged and take place at the Eureka City Council Chambers. Staff further recommends that the scheduled time for the meeting also remain unchanged and begin at **5:30 p.m.**

In accordance with prior years, staff recommends that no meeting be scheduled for August or December unless otherwise necessary. If a need arises, a special meeting will be called.

Staff's Recommendation:

Staff recommends the board approve the calendar for Fiscal Year 2025-26, and affirm the time and meeting place of the meeting.

FISCAL IMPACT:

No Impact

ALTERNATIVES:

- 1) Board's Discretion

ATTACHMENTS:

- 1) HWMA Board Calendar FY 2025-26

HWMA Board Calendar FY 25/26

JULY 2025

10 July Board Meeting
Elect Authority Officers
Review April 2025 Draft Financial Reports

AUGUST 2025

No Board Meeting

SEPTEMBER 2025

11 September Board Meeting
Review May and June 2025 Draft Financial Reports

OCTOBER 2025

9 October Board Meeting
Review July 2025 Draft Financial Reports

NOVEMBER 2025

13 November Board Meeting
Review August 2025 Draft Financial Reports

DECEMBER 2025

No Board Meeting

JANUARY 2026

8 January Board Meeting
Board welcomes new members
Receive FY 24/25 Audit and Review September and October 2025 Draft Financial Reports

FEBRUARY 2026

12 February Board Meeting
Executive Director Performance Evaluation
Review Mid-Year Budget Report and November 2025 Draft Financial Reports

MARCH 2026

12 March Board Meeting
Form 700 Due End of Month
Review December 2025 Draft Financial Reports

APRIL 2026

9 April Board Meeting
Review of Operating, Classification, and Pay Plans and Draft Budget for FY 26/27
Review January 2026 Draft Financial Reports

MAY 2026

14 May Board Meeting
Adopt FY 26/27 Final Budget and Fee Resolution
Review February 2026 Draft Financial Reports

JUNE 2026

11 June Board Meeting
Review March 2026 Draft Financial Reports



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Staff Report

DATE: July 7, 2025.

For Meeting of: July 10, 2025

FROM: Eric Keller-Heckman, Executive Director

SUBJECT: Item 6)
Approve Resolution 2026-02 for the Collection of Integrated Waste Management Fees Table 9: Recyclable Material Processing Fee

RECOMMENDED ACTION: Voice vote
1) Approve Resolution 2026-02 for the Collection of Integrated Waste Management Fees Table 9: Recyclable Material Processing Fee

DISCUSSION:

Background:

Authority staff utilizes specialized scale software to calculate tipping fees on materials collected at the Hawthorne Street transfer station. Staff recently identified that the scale software will calculate a fee of \$9.25 for the maximum weight subject to the Minimum Fee for Recyclable Materials.

At its May 28, 2025, special meeting, the HWMA Board of Directors approved the Fiscal Year 2025-2026 Budget and Waste Management Fee Table, including the following Minimum Fee of \$9.00 for Recyclable Materials:

Table 9: Recyclable Materials Processing Fees	\$ per Ton
Direct Delivery to Samoa Processing Facility (Franchise Only)	\$153.79
Self-Haul and Commercial Rate	\$153.79
Minimum Fee, Self-Haul and Commercial Customers, up to 120 lbs	\$9.00

Staff now recommends the Board approve the following revision to the Fiscal Year 2025-2026 Waste Management Fee, Table 9: Recyclable Materials Processing Fees:

Minimum Fee, Self-Haul and Commercial Customers, up to 120 lbs	\$9.25
Minimum Fee for Recyclable Materials by Volume	\$9.25

Staff's Recommendation:

Staff recommends the Board approve the following revision to the Fiscal Year 2025-2026 Waste Management Fee, Table 9: Recyclable Materials Processing Fees.

ALTERNATIVES:

- 1) Board Discretion

ATTACHMENTS:

- 1) Resolution 2026-02 "A Resolution of the Humboldt Waste Management Authority for the Amendment of Integrated Waste Management Fees."

RESOLUTION 2026-02

A RESOLUTION OF THE HUMBOLDT WASTE MANAGEMENT AUTHORITY FOR THE AMENDMENT OF INTEGRATED WASTE MANAGEMENT FEES

Section 1. PURPOSE AND INTENT.

The purpose of this Resolution is to establish and collect fees as authorized by state law including but not limited to Sections 41901 and 41902 of the Public Resources Code and the powers contained in the Humboldt Waste Management Authority Joint Powers Agreement in order to fund the reasonable and necessary costs incurred by the Humboldt Waste Management Authority in owning, operating, maintaining and conducting the Authority's solid waste management services, programs, facilities and enterprises.

It is the intent of this Resolution and of the Authority to achieve these purposes in the most cost-effective manner possible, while continuing to reduce the amount and toxicity of waste generated in the County to the greatest degree possible.

It is the further intent of the Authority that such fees recover the full and complete costs associated with providing and operating waste management facilities and programs, including any and all surcharges imposed by other governmental agencies on the receipt, handling, processing or disposal of refuse or other waste materials. Facility and program costs supporting the fees charged by this Resolution are identified in the Authority's annual budget.

Section 2. DEFINITIONS.

- a) Unless otherwise stated, the terms used in this Resolution shall have the same meaning as provided by the definitions set forth in Section 17225 of Title 14, California Code of Regulations and the appropriate subsections of Division 30, Part 1, Chapter 2, California Public Resources Code.
- b) "Authority" means the Humboldt Waste Management Authority.
- c) "Carpet" means a manufactured article that is used in commercial or residential buildings affixed or placed on the floor or building walking surface as a decorative or functional building interior feature and that is primarily constructed of a top visible surface of synthetic face fibers or yarns or tufts attached to a backing system derived from synthetic or natural materials. "Carpet" includes, but is not limited to, a commercial or a residential broadloom carpet or modular carpet tiles. "Carpet" does not include a rug, pad, cushion, or underlayment used in conjunction with, or separately from, a carpet.
- d) "Collector" means either a Franchise Collector or a Non-Franchise Collector.
- e) "Designated Divertible Materials" means source-separated materials which are discarded at the HWMA Hawthorne Street Transfer Station in a designated area (e.g., bunker or

container), and for which an appropriate reuse, recycling, composting, or other diversion outlet exists. The list of approved Designated Divertible Materials shall be based on market or outlet availability as determined by the Executive Director and shall be updated from time to time. Examples of “Designated Divertible Materials” may include clean drywall (gypsum board), non-hazardous ash, textiles, food waste, and dimensional lumber and wooden pallets.

- f) "Executive Director" means the Executive Director of the Humboldt Waste Management Authority or a designated representative thereof.
- g) “Franchise Collector” means a company that collects Solid Waste or Recyclable Materials under contract with a public agency.
- h) “Greenwaste” means any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, prunings, brush, weeds, wood that is not treated with preservatives or painted and cardboard that is not otherwise recyclable."
- i) "Household Hazardous Waste" means all those wastes defined by Section 25218.1(e) of the Health and Safety Code and/or Cal. Admin. Code tit. 14, § 18720(27).
- j) “Jurisdictional Boundaries of the Authority” means the jurisdictional boundaries coinciding with those of the Authority’s member agencies.
- k) "Operator" means a person or entity who accepts Waste Material generated within the Jurisdictional Boundaries of the Authority and to whom permission to operate a Transformation Facility or Transfer/Processing Station for Solid Waste, or a combination of Solid Waste and Hazardous Waste, is granted under Section 40000 et seq. of the Public Resources Code.
- l) "Non-Franchise Collector" means a person or entity that collects and/or transports Solid Waste generated within the Jurisdictional Boundaries of the Authority directly to an approved landfill facility for the purpose of disposal.
- m) “Recyclable Materials Processing” means those recyclable materials source source-separated by the generator for the purpose of recycling for beneficial reuse or marketing to third parties.
- n) “Recyclable Materials Processing” means the sorting, processing and marketing of Recyclable Materials.
- o) “Satellite Facility” means a Transfer/Processing Station that receives Waste Materials generated from within the Jurisdictional Boundaries of the Authority that is not owned or directly operated by the HWMA, and which is located within the County of Humboldt.

- p) "Self-Haul Customers" means any person or entity that transports Solid Waste or Recyclable Materials directly to a Transfer/Processing Station and/or Transformation Facility.
- q) "Solid Waste" means all putrescible and nonputrescible solid, and semisolid wastes; including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid Waste" does not include hazardous, low-level radioactive or medical waste. "Solid Waste" as herein defined shall not include materials source-separated by the generator for the purpose of recycling, reuse, repair, or composting.
- r) "Transfer/Processing Station" means a facility utilized to receive Waste Material from Collectors and Self Haul Customers and to temporarily store, separate, transfer, convert, or otherwise process said materials and/or to transfer it directly from smaller to larger vehicles or railroad trains for transport.
- s) "Transformation Facility" means a facility whose principal function is to receive and manage Solid Waste through a non-landfill disposal process other than composting such as incineration, pyrolysis, distillation, gasification, or biological conversion.
- t) "Waste Material" means all materials including Solid Waste, Household Hazardous Waste, Greenwaste, and Recyclable Materials.

Section 3. COLLECTION OF FEES.

The applicable component(s) of the Waste Management Fee shall be collected from all Franchise and Non-Franchise Collectors, Self Haul Customers, Satellite Facilities and all Operators of Transformation Facilities and/or Transfer/Processing Stations located within the Jurisdictional Boundaries of the Authority. Such Fee shall be included in and considered to be part of the disposal rate charged by Operators, Satellite Facilities and Collectors for the provision of services.

Non-Franchise Collectors shall maintain at their respective offices or other place acceptable to the Authority, full and complete accounting books and records, and shall prepare and submit, without additional request and at no cost to the Authority, records documenting their respective proper performance under this Ordinance. The Authority may audit such books and records at the Authority's expense upon three (3) working days' notice.

Section 4. WASTE MANAGEMENT FEE.

The Authority Waste Management Fee rates specified in Schedule A shall take effect beginning on July 10, 2025 for the Fiscal Year 2025-2026.

- a) *Table 9. Recyclables Materials Processing Fees* shall be paid by Franchise Collectors and Self-Haul Customers dropping off Recyclable Materials at either the Samoa Resource Recovery Center or the Hawthorne Street Transfer Station.

Section 5. PAYMENT OF FEES.

- a) For cash transactions, payment shall be due upon delivery of the Waste Materials in accordance with Schedule A herein. Self-Haul Customers which pay with cash or cash equivalents – check, debit, or credit card – shall pay fees rounded to the nearest quarter dollar for materials disposed. For account customers, the fee shall be set based upon the volume or tonnage of Waste Material received during the preceding month according to Schedule A. Fees charged to accounts shall be paid to the Humboldt Waste Management Authority within thirty (30) days following the fee due date. The due date is the date of the monthly statement and shall become due and payable by each account customer on the date of the monthly statement.
- b) Fees that are not remitted to the Authority within thirty (30) days following the due date provided in this part for account customers and on the invoice for all other invoiced customers are delinquent. A late fee of one- and one-half percent (1.5 %) shall be assessed on delinquent accounts not paid by the end of the month. The minimum late fee is \$1.
- c) Documentation substantiating the tonnage upon which the Waste Management Fee is collected shall be maintained by an Operator, Franchise Collector, Non- Franchise Collector, or Self Haul Customer for a period of three years.

Upon three working days written notice, an Operator or Collector shall provide access to the Authority for the purpose of reviewing the accuracy of the submitted data.

In the event that the Authority, following such a review, determines that the accuracy of the submitted data cannot be verified, the Authority and the Operator or Collector shall mutually agree to an alternative procedure for determining or measuring the tonnage collected, or received at the Disposal Site, Transformation Facility and/or Transfer/Processing Station, in order to ensure the accuracy of such data.

Failure to implement or to adhere to a verifiable measuring procedure after a reasonable period of time shall result in the referral of the disputed collections for review to an independent auditor. Costs for such an audit shall be borne by the losing party.

Fees not paid by its due date shall be determined to be delinquent and shall be subject to late fee penalties.

- d) Customers who wish to keep a record of individual waste transactions should retain their weight ticket (invoice) from each transaction. The Authority also keeps a record of transactions. Customers may request copies of previous weight tickets and will be

charged 75 cents for each weight ticket that is copied, sent, or faxed. A request for a copy of any weight ticket that is over 180 days old will be billed at \$40 per hour for staff research time.

- e) Customers who make payments in excess of \$5,000 per month may be charged processing fees incurred by their payments.

Section 6. FAILURE TO COMPLY.

The Authority may collect any unpaid fees and penalties by civil action, in which event the Authority shall have judgment for the cost of the suit and reasonable attorney's fees.

Remedies for the failure to comply with this Resolution are non-exclusive. The Authority reserves the right to take any, all or combination of administrative, civil and criminal actions to enforce the terms of this Resolution, separately or concurrently.

Section 7. REFUNDS.

In the event any fee has been overpaid or has been erroneously received by the Authority under this Resolution, it shall be refunded.

Section 8. EFFECTIVE DATE.

This Resolution shall take effect on July 10, 2025.

APPROVED: _____ Date: _____
Meredith Matthews, Chair

ATTEST: _____ Date: _____
Eric Keller-Heckman, Clerk of the Board

Humboldt Waste Management Authority Waste Management Fees for Fiscal Year 202-2025

Table 9: Recyclable Materials Processing Fees	\$ per Ton
Direct Delivery to Samoa Processing Facility (Franchise Only)	\$153.79
Self-Haul and Commercial Rate	\$153.79
Minimum Fee, Self-Haul and Commercial Customers, up to 120 lbs	\$9.25



**HUMBOLDT WASTE
MANAGEMENT AUTHORITY**

Staff Report

DATE: July 2, 2025.

For Meeting of: July 10, 2025

FROM: Eric Keller-Heckman

SUBJECT: Item 7)
Review and Approve Update and Edits to Policy Series 2000 of the HWMA Policy Handbook

RECOMMENDED ACTION: Voice vote/ Informational only

- 1) Review and Approve Update and Edits to Policy Series 2000 of the HWMA Policy Handbook.
- 2) Approve Resolution 2026-03 “A Resolution of the HWMA Board of Directors Updating the HWMA Policy Handbook Series 2000 Personnel”

DISCUSSION:

Background:

The last comprehensive review of the HWMA Policy Handbook was completed in July of 2019, with periodic revisions approved by the Board on specific policies over the years. This will be the first round of extensive edits and changes proposed by staff in the coming months, with the first round of changes focusing on Series 2000 related to Personnel.

Staff has briefly summarized revisions for the selected policy sections below. Proposed revisions are in track-changes for ease of review and presented for consideration for Board approval. Should the Board request substantive review of a section, staff recommends that direction be provided so the policy section can return to the Board for final approval at a future meeting.

Specific revision recommendations include the following:

1. Policy 2002, 2003 have been removed and language incorporated into more appropriate areas of the handbook.
2. Policy 2104 Overtime has been updated to better mirror state law requirements.
3. Policy 2115 now more accurately describes accrual allocations for Part-time Employees.
4. Policy 2200 Attendance and Leaves has been streamlined while adding new required language around new and additional leaves per state laws.

5. Policy 2410 changes the HWMA probationary period from 6 months to 12 months.
6. Policy 2463 Meal breaks have been expanded to better identify meal and rest break times per state law requirements.
7. Policy 2700 has been updated to reflect recent changes in state law regarding EEO employment, harassment and discrimination.

Staff's Recommendation:

Approve update and edits to policy series 2000 of the HWMA Policy Handbook.

FISCAL IMPACTS:

None

ALTERNATIVES:

- 1) Board Discretion

ATTACHMENTS:

- 1) "Proposed Revision – HWMA Policy Handbook Section 2000"
- 2) Resolution 2026-03 "A Resolution of the HWMA Board of Directors Updating the HWMA Policy Handbook Series 2000 Personnel"

Proposed Revision – HWMA Policy Handbook Section 2000

SERIES 2000 PERSONNEL

It is the goal of the Authority to provide a positive work environment and a solid economic foundation upon which all employees may build a future. However, the Authority is also aware that personnel changes are sometimes initiated by employees and management alike. In this regard, it is expressly understood that employment at the Authority is for no specific duration, separation of employment can be voluntary or involuntary, and may be initiated either by the employee or by the Authority at any time for any reason. No section of this handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship within the meaning of California Labor Code Section 2922, nor does it limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. Moreover, no one at the organization, other than the Executive Director, has the authority or legal ability to modify the at-will nature of the employment relationship. The Executive Director can do so only if it is clearly set forth in a written agreement that is signed by both the Executive Director and the employee in question.

General Provisions

POLICY TITLE: Executive Officer
POLICY NUMBER: 2001

2001.1 The Executive Director shall be the Executive Officer of the Humboldt Waste Management Authority and for the Board of Directors. The Executive Director, or designee shall serve as the Clerk of the Board.

2001.2 The terms and conditions of the Executive Director's employment shall be specified in the agreement of employment established between the Executive Director and the Board of Directors. The agreement of employment shall be for the period of time as specified therein.

2001.3 Whenever the agreement of employment established between the Executive Director and the Board of Directors is in conflict with any Authority policy, said agreement of employment shall prevail.

~~**POLICY TITLE: Affirmative Action**~~
~~**POLICY NUMBER: 2002**~~

~~**2002.1**—It is the policy of Humboldt Waste Management Authority that there shall be no discrimination based upon race, national origin, religion, sex (including gender and pregnancy), gender expression, gender identity, mental or physical condition, age, or sexual orientation in any personnel action, including recruitment, appointment, performance evaluation, promotion, the granting of leaves, and any disciplinary or grievance action.~~

~~**2002.2**—Allegations of wrongdoing, such as arbitrary and discriminatory action, should be made through the "Grievance Procedure", as described in Policy #2850, or complaints to regulatory agencies.~~

~~**POLICY TITLE: Equal Employment Opportunity**~~
~~**POLICY NUMBER: 2003**~~

~~**2003.1**—The Authority provides equal opportunity for all persons in all aspects of employment, including~~

~~recruitment, selection, promotion, transfer, training, compensation, educational assistance, benefits, discipline, working conditions, reduction in force, reinstatement, and all other matters of employment. Such equality of opportunity shall be based solely on job related knowledge, skills, and job performance, and shall be without discrimination because of race, color, religion, national origin, sex, (including gender and pregnancy), gender-expression, gender identify, mental or physical condition, age, or sexual orientation, genetic information, handicap, veteran status, or any other factor unrelated to job performance.~~

2010 CLASSIFICATION

POLICY TITLE: Classification Plan
POLICY NUMBER: 2011

2011.1 The Executive Director shall ascertain and record the duties and responsibilities of all positions in service to the Authority and shall recommend a Classification Plan for such positions.

2011.2 The Classification Plan shall be adopted and may be amended from time to time by the Authority Board upon the recommendation of the Executive Director.

2011.3 When a new position is created, before the same may be filled, and except as otherwise provided by ordinance or these rules, no person shall be appointed or employed to fill any such position until the Classification Plan shall have been amended to provide for such position.

POLICY TITLE: Allocation of Positions
POLICY NUMBER: 2012

It is the intent of the Board of Directors to maintain a number of allocated full-time or part-time positions in each Authority division necessary such that the business of the Authority may be conducted without interruption on a schedule that best fit the needs of its member agencies, franchise haulers and the general public. The Executive Director is responsible for the administration of the position allocation list.

The number and classifications of Regular positions shall be as approved by the HWMA Board of Directors. The Executive Director shall not appoint more employees to a class of position than have been approved by the Board except that a new employee or a promoted employee may be appointed to a position not more than thirty (30) working days before the employee being replaced is separated.

2012.2 The Executive Director, or designee, will provide for maintenance of a Position Allocation List, that contains the number of permanent positions, which are allocated to each division by position classification.

2012.3 Each position on the Position Allocation List may be filled by the employment of a qualified person in the class in which the position is authorized. With approval of the Executive Director, it may be filled on a substitute basis by the employment of qualified persons in a closely related class that is allocated to the same or lower salary range. An employee in a substitute position shall permanent or probationary status, to be determined by the Executive Director as best fits the need of the Authority.

2012.4 In extraordinary circumstances, the Executive Director may approve a position, vacated or to be vacated through separation or leave, to be filled as a dual position prior to the date of separation and thereafter for the duration of the leave, or until the position is filled following separation.

2012.5 Division Directors may request the Executive Director to approve extra help employees in accordance with Policy 2451.3, Temporary Employees, and within authorized budgetary limits for such employment.

POLICY TITLE: Position Reclassification & Reallocation **POLICY NUMBER:** 2013

The Executive Director, or designee, may take action to reclassify a position when there has been a significant change in the duties and responsibility of the position, and present to the HWMA Board of Directors for approval.

When a position is reclassified to a higher classification, the Executive Director, or designee, shall make a determination whether or not an incumbent is qualified to advance to the higher class. The decision to place the current employee in the new class will be based upon the qualifications, knowledge, skills, ability and job performance of the employee. If there are other qualified employees in the same class as the incumbent whose position was reclassified, the Executive Director may conduct promotional interviews and evaluations for the higher class of position.

A class may be reallocated to a higher pay grade, or to a lower pay grade based on a change in duties/essential functions and responsibilities for all positions in the class. Whenever a position is reclassified to a lower level class, the employee will be placed in the lower level class.

POLICY TITLE: Out of Class/Temporary Reclassifications
POLICY NUMBER: 2014

2014.1 The Executive Director may temporarily assign an employee to perform work normally performed by another employee or position classification at a different level or salary.

2014.2 An employee temporarily assigned to perform work of a lower paid classification shall not have his or her salary reduced, and an employee temporarily assigned to perform work of a higher paid classification shall receive compensation equal to either the lowest salary step for that position that would provide for an increase in pay or five percent, whichever is less, for all time spent in the acting position in excess of three (3) consecutive work weeks. An approved reclassification shall continue only until such time as the employee is returned to his or her original job duties.

2014.3 Temporary assignments to a higher or lower paid class need to be in writing and approved by the Executive Director in advance.

POLICY TITLE: Organization Chart
POLICY NUMBER: 2015

2015.1 Following adoption of the Classification Plan, the Executive Director shall allocate every position into the Authority Organization Chart, which shall be approved by resolution of the Board.

2100 Compensation

POLICY TITLE: Pay Plan & Merit Advancement
POLICY NUMBER: 2101

2101.1 Pay Plan. The Executive Director shall prepare a Pay Plan consisting of a schedule of salary ranges and a chart showing the allocation of each position in the Classification Plan. A minimum and maximum salary shall be established for each position in the Classification Plan and for each part-time and temporary position. The maximum salary level shall be twenty-one and one-half percent (21.5%) higher than the minimum salary level.

2101.2 Merit Advancement. Each advancement in the salary range shall not be automatic but based on merit. The Executive Director shall authorize merit advancement within the salary range only after evaluating the employee's performance and determining that it is satisfactory. This determination shall be noted on a performance evaluation form to be placed in the employee's file, with a copy given to the employee.

POLICY TITLE: Cost of Living Adjustment
POLICY NUMBER: 2102

A Cost-of-Living Allowance (COLA) may be approved by the Authority Board from time to time. A COLA will increase the salary range, for those positions awarded the allowance. The Authority will utilize Consumer Price Index-W, West region Annual of the previous year, with a cap of 5% for any given year, with the percentage over the cap to be banked and applied the following year.

Example of COLA Methodology

Year	CPI-W	% Carry over	HWMA COLA
2024	4.1%	0.0%	4.1%
2025	2.0%	0.0%	2.0%
2026	6.2%	0.0%	5.0%
2027	3.0%	1.2%	4.2%

POLICY TITLE: Salary
POLICY NUMBER: 2103

This policy shall apply to all Authority employees.

2103.1 Compensation at Hiring.

2103.1.1 New Employees. All newly appointed employees, including Probationary employees, shall be paid at the first step of the salary range for the position to which the employee is appointed, except as provided elsewhere herein.

2103.1.2 Advanced Step Hiring. If the Executive Director finds that qualified applicants cannot be successfully recruited at the second step of the wage range, the Executive Director may request the Board of Directors to authorize an appointment at an advanced step of the wage range.

2103.1.3 Former Employees. A person who previously held a full-time position from which the person was separated in good standing may, when re-employed in a position with the same or lower pay range than held at separation, be appointed at the same salary rate which was

paid at the effective date of the person's termination, or the nearest lower applicable step for the range to which the person is appointed, provided such re-employment occurs within twelve (12) months from the date of said termination.

POLICY TITLE: Overtime
POLICY NUMBER: 2104

Overtime is defined as:

- 2104.1** Overtime will be paid when the following occurs:
- Compensation for hours in excess of forty (40) for the workweek, or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh (7th) consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay.
 - Compensation for hours in excess of twelve (12) in one workday and in excess of eight (8) on the seventh (7th) consecutive workday in a workweek shall be paid at double the regular rate of pay.
- 2104.2** ~~Time worked in excess of eight hours on a scheduled workday if a five-day, eight-hour per day workweek is in effect except that when an employee has taken time off for~~ holiday, vacation or sick leave, and such time off shall not count as time worked for purposes of calculating overtime; or
- 2104.3** Time worked on a "Designated Holiday," as defined in Section 2203.
- 2104.4** Other than regular hours of work, any time worked by a Non-exempt employee in emergency response, repair, or emergency maintenance of facilities of the Authority shall be compensated at the overtime rate of pay of time and a half.
- 2104.5** All overtime shall be pre-approved by an employee's Division Director, or their designee.
- 2104.6** Exempt employees are not subject to overtime regulations. The ability of these employees to work extra hours, attend meetings outside the timeframe of the regular work day, and be able to respond to emergency situations at Authority facilities is considered to be a basic function of each position.
- 2104.7** The Executive Director, Director of Finance & Administrative Services, Director of Environmental Health & Safety, and Director of Operations, are the four positions in the Authority classified as Exempt. All other positions are Non-exempt.

POLICY TITLE: Health & Welfare Benefits
POLICY NUMBER: 2105

2105.1 Health Insurance. Accident, health, hospital and dental and vision insurance to cover non-occupational injuries and sickness for Probationary and Regular employees in all job classifications, and their dependents, shall be provided by the Authority. Part-time employees' benefits will be prorated. The scope of coverage and the portion of premiums to be paid by the Authority are subject to periodic review and revision by the Board of

Directors. Employees may elect in lieu payments if covered by other approved health care.

2105.1.1 In-Lieu Benefits for Health Benefit. Employees with valid proof of other coverage such as Veterans Administration, Medicare, other Employer Sponsored Group Coverage, and Individual Coverage (not subsidized) may opt out of the Authority's group health insurance and receive \$400 of taxable wages per month in lieu of the health insurance benefit.

POLICY TITLE: Wellness Benefits
POLICY NUMBER: 2106

2106.1 Wellness Benefit. The Authority shall provide a wellness benefit to all probationary and regular full-time employees, and their dependents. The Authority shall self-insure and manage this benefit.

2106.1.1 A Wellness Benefit Account shall be established and maintained for each probationary or regular full-time employee and dependent who chooses to enroll. The Authority will reimburse an employee from said Account, or pay the service provider directly, for qualified expenses as defined in Section 2106.1.4. Said reimbursement shall be authorized after submission by the employee of a receipt or bill for said expenses.

2106.1.2 The Authority shall contribute a prorated amount to each employee's Wellness Benefit Account on the date the employee is eligible. The initial contribution shall be prorated based on the number of months remaining in the Fiscal Year.

2106.1.3 Annually, after the initial contribution, the Authority shall contribute \$120.00 to the Wellness Benefit Account. Authority coverage shall be based on the following schedule:

Covered Wellness Expenses:

<u>Amount of Expenses</u>	<u>Employer Share</u>	<u>Employee Benefits Share Paid</u>
First \$120.00	100.0%	\$120.00
<u>ANNUAL MAXIMUM WELLNESS BENEFITS PAID</u>		<u>\$120.00</u>
By Authority, Per Employee		

2106.1.4 Wellness benefit reimbursement shall be made for fees associated with membership at fitness clubs (e.g. gym, pool, recreation center membership), and for recreation team and individual sport leagues, which shall be reimbursed for the cost to the employee only. Uses of a participant's Wellness Benefit Account are subject to final approval by the Executive Director.

POLICY TITLE: Worker's Compensation Insurance
POLICY NUMBER: 2109

2109.1 All Authority employees will be insured against injuries received while on the job as required by State law. [Please refer to our Time of Hire Pamphlet for further information.](#)

POLICY TITLE: Retirement Plan & Deferred Compensation Plan
POLICY NUMBER: 2110

2110.1 Retirement Plan. All Regular Authority employees shall be enrolled in the Authority's employee retirement plan. The Authority will provide a retirement benefit in accordance with the agreement between the Authority and California Public Employees Retirement System (CALPERS). The Authority ~~may~~ **presently** pays the employee and employer contributions as set by CALPERS annually.

2110.2 Deferred Compensation. All Regular and Probationary Authority employees may also enroll in the Authority's voluntary deferred compensation plan.

POLICY TITLE: Reimbursement for Travel Expenses
POLICY NUMBER: 2111

2111.1 When an employee or a member of the Board of Directors is authorized to use their personal vehicle in the performance of Authority work, they shall be reimbursed for the cost of said use on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

2111.1.1 A log of the mileage must be submitted with the request for reimbursement.

2111.2 Proof of adequate insurance coverage for collision, personal injury, and property damage shall be required by the Authority of any employee using a personal vehicle in the performance of Authority work. Prior to such vehicle use, the employee must complete a "Privately Owned Vehicle Use Form".

2111.2.1 Any use of personal vehicles must comply with Authority policies for such use.

2111.3 Reimbursement may also be made to cover any necessary out-of-county travel expenses. All such travel must have prior approval of the Executive Director.

2111.3.1 Employees may be advanced money for Authority related travel expenses. Per Diem will be based on Internal Revenue Service rates presently in effect for the travel to cover meals and incidental expenses. The Authority will reimburse for transportation, parking, tolls, lodging, registration, and course materials based on provided receipts.

The most economical mode and class of transportation reasonably consistent with scheduling requirements will be used. In the event a more expensive class of transportation is used, the reimbursable amount will be limited to the cost of the most economical class of transportation available.

2111.3.2 If the travel period is less than six (6) hours the reimbursement per diem rate will be at 75% of the standard per diem.

2111.3.3 In the event that a spouse or dependent accompanies the employee, the Authority will cover only the costs of the employee.

2111.4 Meals and tips shall be reimbursed to employees at the per diem meal rates established by the IRS for the area in which travel occurs. Expenses for alcoholic beverages are not reimbursable. For the purpose of determining entitlement for meal reimbursements the following will apply:

- a. Breakfast – travel begins no later than 7 a.m. and last at least four hours.
- b. Lunch – travel begins no later than 11:00 a.m. and last at least four hours.

- c. Dinner – travels last to or after 7 p.m.

POLICY TITLE: Reimbursement for Expenditures

POLICY NUMBER: 2112

2112.1 The purpose of this policy is to prescribe the manner in which Authority employees and Directors may be reimbursed for expenditures related to Authority business.

2112.2 This policy applies to all employees and members of the Board of Directors and is intended to result in no personal gain or loss to an employee or Director.

2112.3 Whenever Authority employees or Directors desire to be reimbursed for out-of-pocket expenses for item(s) or service(s) appropriately relating to Authority business, they shall submit their requests on a reimbursement form approved by the Executive Director. Included on the reimbursement form will be an explanation of the Authority-related purpose for the expenditure(s), and receipts evidencing each expense shall be attached.

2112.3.1 The Director of Finance & Administrative Services or the Executive Director will review and approve reimbursement requests. Reimbursement requests by the Director of Finance & Administrative Services will be reviewed and approved by the Executive Director. Reimbursement requests by the Executive Director will be reviewed and approved by the Director of Finance & Administrative Services.

POLICY TITLE: Educational Reimbursement/Professional Development Program

POLICY NUMBER: 2113

2113.1 Employees of the Authority are encouraged to pursue educational opportunities which are related to their present work, which will prepare them for foreseeable future opportunities within the Authority or which will prepare them for future career advancement.

2113.2 The Authority will reimburse regular employees up to \$150.00 each fiscal year for approved courses of study.

2113.3 To be eligible for reimbursement of course costs, the employee must receive advance approval from the Executive Director. Requests for reimbursement should be submitted in writing. The employee will be notified of final approval, or the reasons for disapproval. Those requests for reimbursement which are received after the class begins will be eligible for only one-half (½) of the usual reimbursement.

2113.4 Upon completion of the class the employee is responsible for sending copies of the grade slip and expense receipts to the Executive Director.

POLICY TITLE: Uniform and Boot Allowance

POLICY NUMBER: 2114

2114.1 The cost of uniforms and/or protective clothing, shoes and other gear that employees are required to wear shall be borne by the Authority. Each fiscal year, the Board will allocate funds for this purpose through the budgetary process. The purchase of uniform clothing and protective boots is to equip an employee for initial and ongoing work duties, and all employees are eligible for this benefit on the first day of employment.

2114.2 The Authority has the option of authorizing reimbursements to qualifying employees upon proof of purchase; or, of arranging with local retailers to supply all qualifying employees with a specific product that meets the needs and/or safety requirements, and bill the Authority for the total cost of all products purchased.

POLICY TITLE: Regular Part-Time Employee Accrual Calculation
POLICY NUMBER: 2115

2115.1 Regular Part-Time employees shall receive the following for Holiday, Vacation and Sick Leave: ~~one-half the amount of time accrued by Full-Time employees for Holiday, Vacation, and Sick Leave.~~

2115.1.1 For Holiday Leave, Part-Time employees are provided eight hours of Holiday Leave for each mandatory holiday provided to all employees in Section 2203, Holiday Leave.

2115.1.2 For Vacation Leave, Part-Time employees are provided one-half of the regular amount earned by a Full-Time employee who has served a similar number of years of service.

2115.1.3 For Sick Leave, Part-Time employees are provided ~~two hours of Sick Leave for each pay period worked~~ with the same amount of sick leave as full time employees would. All other sick leave provisions in Policy 2206, Sick Leave, are unchanged.

POLICY TITLE: Continuity of Service

POLICY NUMBER: 2116

2116.1 For Regular and Probationary employees in all classifications and Temporary employees, length of continuous service with the Authority will be used as the basis for determining benefits such as sick leave and vacation leave. Length of continuous service may also be one of the considerations in promotions, demotions and layoffs.

2116.2 Continuous service with the Authority will start with the date of employment and continue until one of the following occurs:

- 2116.2.1** An employee is discharged for cause;
- 2116.2.2** An employee voluntarily terminates their employment;
- 2116.2.3** An employee is laid off; or
- 2116.2.4** An employee is otherwise separated from employment with HWMA

2116.3 Continuity of an employee's service will not be broken by absence for the following reasons, and their length of service will accrue for the period of such absence:

- 2116.3.1** Absence by reason of industrial disability;
- 2116.3.2** Authorized Unpaid Leave of Absence without pay for up to six (6) months in a calendar year; or,
- 2116.3.3** Absences governed by applicable state and/or federal laws such as military or National Guard service.
- 2116.3.4** Other circumstances as may be determined by the Executive Director on a case-by-case basis.

2116.4 Regular Full-time employees who were laid off and called back for work not being regular in nature will have their employment service records maintained so that they accumulate length-of-service as they work on an "hour-for-hour" basis.

2116.5 Part-time and Temporary employees who are hired for a position having Regular status will have previously earned length-of-service maintained in their employment service records.

2116.6 Previous Temporary employees who are rehired within 18 months of their last date of employment shall have their employment service records restored to include previously earned length-of-service.

2200 Attendance and Leaves

POLICY TITLE: Attendance and Punctuality
POLICY NUMBER: 2201

Attendance and punctuality are expected of all employees. Frequent unapproved absences or lateness in reporting to work cause inconvenience to fellow workers, managers and customers, and may affect the operations of HWMA's Transfer Station or Landfill. Excessive absenteeism or tardiness may be treated as a performance issue. Counseling and/or progressive discipline may be used to assist the employee in meeting HWMA's attendance standards. Continued excessive absenteeism could result in discipline up to and including termination.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.

2201.1 Absenteeism. HWMA may require a statement from a treating physician or other healthcare provider in cases of excessive absenteeism, including but not limited to recurring patterns of absenteeism such as the day before or day after holidays, paydays, or other specific days of work (e.g. the day before or after an employee's scheduled weekends). In addition, HWMA may require a statement from a treating physician or other healthcare provider of absenteeism of higher than normal usage or cases of suspected abuse of HWMA's Leave Policy. ~~Should any of the above occur, the Director may require that an employee bring a statement from a treating physician or other healthcare provider for each and every unscheduled absence. The statement from a treating physician or other healthcare provider is subject to verification. Failing to provide the requested documentation may result in discipline.~~

2201.2 Tardiness. Unscheduled lateness should be kept to a minimum because it creates a burden on other employees, management and affects services to the public. Excessive or unauthorized lateness may subject an employee to performance counseling and/or discipline.

If you are unable to report for work on any particular day, you must provide reasonable advance notice (of at least one hour prior to your shift) to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day.

POLICY TITLE: Vacation Leave

POLICY NUMBER: 2202

2202.1 This policy shall apply to Regular and Probationary employees in all classifications.

2202.2 Each vacation day will be considered eight (8) hours. Paid vacations shall accrue throughout the year on a per period basis, according to the following schedule ~~on an annual basis~~, per the Authority's fiscal year (July 1-June 30):

- (a) First year of continuous service through three years of service, twelve (12) days;
- (b) Four through ten years of service, fifteen (15) days;
- (c) Eleven through fifteen years of service, twenty (20) days;
- (d) Sixteen through twenty years of service, twenty-five (25) days;
- (e) Twenty-one years and over, thirty (30) days.

2202.3 Regular employees may take their accrued annual vacation leave all at once, or gradually, upon the Division Director's advance approval.

However, no vacation leave may be taken until the employee has completed their Probationary period , and only the accrued amount shall be then available.

2202.4 Vacation time may be accumulated or postponed. The total accumulated vacation time shall not exceed that amount earned in the preceding twenty-four month period by the employee.

2202.5 At termination of employment for any reason, the Authority shall compensate the employee for their accumulated vacation time at their straight time rate of pay at the time of termination.

2202.6 The Authority will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used. An unpaid leave of absence for medical reasons will not be granted until all accumulated sick leave and vacation time have been used.

2202.7 If a holiday falls on a workday during an employee's vacation period, that day shall be considered as a paid holiday and not vacation time.

2202.8 Vacations may be scheduled at any time during the year upon approval of the Executive Director or Designee. The scheduling wishes of the employee will be considered in reviewing a vacation request; however primary consideration will be given to the needs of the Authority's operation.

2202.9 Once per each fiscal year an employee may elect to cash out up to 50% of their annual vacation leave.

2202.10 Regular Part-time employees shall be entitled to vacation benefits provided by this section in a prorated basis according to the number of hours worked.

2202.11 No paid vacation is provided to Temporary employees.

POLICY TITLE: Holiday Leave

POLICY NUMBER: 2203

2203.1 This policy shall apply to all Regular and Probationary employees. Holiday Leave is composed of two categories 1) "Designated" and 2) "Floating" holidays. The HWMA facilities are closed to the public on designated holidays, but may require staffing, whereas HWMA facilities are open on floating holidays and require staffing.

2203.2 The following seven days shall be recognized and observed as 'Designated Holidays', and each holiday is considered eight (8) hours:

- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

2203.3 The Transfer Station's "Tip Floor" will be open for Franchise Haulers only on the Designated Holidays. Employees scheduled to work on Designated Holidays shall receive eight (8) hours straight pay for working on the holiday, plus overtime pay for time actually worked, and be given an additional Floating Holiday.

2203.4 Additionally, employees are given Eight (8) days per year as "Floating Holidays". The Floating Holidays may be taken as time off only with advance management approval with consideration given to the operational needs of HWMA. An employee who is hired in mid-fiscal year will receive only those Designated Holidays remaining in the fiscal year and the number of Floating Holidays shall be pro-rated for the remaining fiscal year, rounded to the nearest whole number. The following eight days shall be recognized as 'Floating Holidays', and each holiday is considered eight (8) hours:

- Martin Luther King
- Lincoln's Birthday
- Presidents Day
- Juneteenth
- Indigenous Peoples Day
- Veterans Day
- Friday after Thanksgiving
- Personal Holiday

2203.4 When an employee is taking an authorized leave with pay when a holiday occurs, said holiday shall not be charged against said leave with pay.

2203.5 Once each fiscal year, an employee may cash out up to 50% of their annual holiday leave.

POLICY TITLE: Military Leave
POLICY NUMBER: 2204

2204.1 Absences will be governed by applicable state and/or federal laws such as military or National Guard service. This includes Military Leave, Military Spouse Leave, and leave taken due to a “qualifying exigency” under the California Family Rights Act.

POLICY TITLE: Jury Duty and Witness Leave

POLICY NUMBER: 2205

2205.1 This policy shall apply to Regular and Probationary employees in all classifications. This policy applies to employees who are called to serve on jury duty and to appear as a witness in any judicial proceeding to comply with a subpoena or other court order. Temporary employees are not eligible for jury duty pay.

2205.2 An employee summoned for jury duty will immediately notify their immediate supervisor, and provide management with the expected jury duty dates with periodic updates as necessary to enable scheduling coverage as needed.

2205.3 While serving on a jury or appearing as a witness in any judicial proceeding, an employee will be given a paid leave of absence for the duration of said jury duty and witness duty provided the employee declines payment for jury service or endorses to HWMA any checks or warrants received in payment of jury duty exclusive of mileage for personal vehicles or other out-of-pocket expenses incurred due to jury duty and provides verification of jury duty service. Said leave of absence is conditional upon the employee returning to work upon dismissal each day to complete their remaining normal workday.

POLICY TITLE: Sick Leave
POLICY NUMBER: 2206

2206.1 This policy shall apply to Regular, Probationary and Temporary employees in all classifications. California provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act.

2206.2 Employees cannot be discriminated or retaliated against for requesting or using accrued paid sick time. Sick leave is not a privilege, which an employee may use at their discretion, but shall be allowed for the diagnosis, care, or treatment of an existing health condition of, or preventative care for an employee or an employee’s family member as further described below. In addition, an employee may use sick leave for time off if the employee is the victim or has a family member who is a victim of domestic violence, sexual assault, ~~or~~ stalking, or a qualifying act of violence to 1) obtain injunctive relief, 2) ensure their health, safety and welfare or that of their child, 3) seek medical treatment, or 4) obtain services. Dentist, and doctor appointments shall be subject to sick leave for Regular and Temporary employees in all classifications.

2206.2.1 Family Care. In addition to caring for a family member for purposes described above, an employee may use in any calendar year up to the amount of sick leave that would be accrued, ~~and available in a six-month period (one-half the annual accrual amount) to care for a family member who is the victim of domestic violence, sexual assault or stalking.~~

2206.2.2 Family Member Defined. For purposes of this Policy, a “family member” is defined as a child (biological, adopted, foster, step, legal ward, or any child for whom the employee is responsible as a parent); a biological, adoptive, or foster parent, step parent, or legal guardian of the employee or the employee’s spouse or registered domestic partner, or who was responsible for the employee when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; a sibling

2206.2.3 Designated Person. A designated person is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. You are limited to one designated person per 12-month period for purposes of paid sick leave.

2206.3 Employees shall earn sick leave according to the following schedule on an annual fiscal year:

- a) Full-time employees will earn sick leave at a rate of one working day (eight (8) hours) per month for a total of twelve (12) days per fiscal year.
- b) Part-time and temporary employees will earn sick leave ~~at a prorated rate of one-half working day (four (4) hours), but not less than a total of six (6) days per fiscal year.~~ at the same rate a full time employee would.
- ~~c) Temporary employees will earn sick leave at a minimum rate of three (3) days per fiscal year.~~

Employees may accumulate earned sick leave days without limitation as to maximum number. Termination of an employee’s service shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters HWMA employment, except as provided by the PERS sick leave credit upon retirement. At retirement, any unused sick leave may be converted to additional PERS service credit. Holidays occurring during sick leave shall not be counted as days of sick leave. For the purpose of computing sick leave, each employee shall be considered to work not more than five (5) days each week, and the minimum sick leave shall be chargeable in hourly increments. Sick leave credit shall continue to accrue while an employee is on vacation or sick leave. Sick leave shall not be granted in lieu of vacation while on vacation.

2206.4 In order to receive compensation while on sick leave, the employee shall notify their supervisor prior to, or within one (1) hour after the time set for beginning their daily duties on the regular work day, or as soon thereafter as practical. In the event of an extended illness, HWMA may request a physician’s note/certificate to be provided on the next workday after the third consecutive workday of illness. Misuse of sick leave privileges is a ground for disciplinary action.

POLICY TITLE: Management Leave
POLICY NUMBER: 2207

2207.1 Exempt employees are entitled to twelve (12) days annual management leave. Management leave is over and above vacation and holiday leave, in lieu of overtime pay, and is based on the fiscal year.

2207.2 Exempt employees are identified as the: Executive Director; Director of Finance & Administrative Services, Director of Environmental Health & Safety, and Director of Operations.

2207.3 Management Leave may be accumulated or postponed.

2207.4 Once each fiscal year, exempt employees may cash out up to 50% of their annual Management Leave.

POLICY TITLE: Bereavement Leave

POLICY NUMBER: 2208

2208.1 This policy shall apply to Regular and Probationary employees in all classifications. Temporary employees are not eligible for this leave.

2208.2 In the event of a death in the immediate family, an employee may be granted a unpaid leave of absence not to exceed five (5) days. This leave shall be charged against the employee's accumulated sick leave.

Verification may be required.

2208.3 "Immediate family" is defined as being spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law or any other person who is a legal dependent of the employee.

POLICY TITLE: Victim's Leave for Treatment

POLICY NUMBER: 2209

2209.1 Humboldt Waste Management Authority grants unpaid time off to eligible employees who are victims of, or who have a family member that is a victim of, a qualifying act of violence for certain reasons directly related to the qualifying act of violence, as specified in this policy.

2209.2 For purposes of this policy, a "qualifying act of violence" is any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:

- Domestic violence.
- Sexual assault.
- Stalking.
- An act, conduct, or pattern of conduct that includes any of the following:

2209.3 For purposes of taking leave when a family member is a victim of a qualifying act of violence, "family member" includes the following:

- Your biological, adoptive or foster child; stepchild or legal ward; a child of a registered domestic partner; or a person to whom you stand *in loco parentis*.
- Your biological, adoptive or foster parent, stepparent or legal guardian; or that of your spouse or registered domestic partner (parent-in-law); or that of a person who stood *in loco parentis* when you, your spouse or registered domestic partner were a minor child.
- Your legal spouse or registered domestic partner.
- Your biological, foster or adoptive sibling; a stepsibling; or half-sibling.
- Your grandparent.
- Your grandchild.

- Any individual related by blood or whose association with the employee is the equivalent of a family relationship.

2209.4 While the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave under this policy to do any of the following:

- Obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim of a qualifying act of violence.
- Seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.
- Seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.
- Seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.
- Participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
- Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.
- Provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
- Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.
- Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.
- Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

2209.4 The leave duration under this policy is limited in certain circumstances as follows:

- When the employee isn't a victim but is taking leave for a family member who is a victim of a qualifying act of violence specifically for the purpose of relocating or engaging in the process of securing a new residence due to the qualifying act of violence, then leave under this policy is limited to five days.
- When the employee isn't a victim but is taking leave for a family member who is a victim of a qualifying act of violence for one of the other reasons listed above, then the total leave taken under this policy is limited to 10 days.
- Leave taken under this policy for any other permissible reason is limited to a total duration of 12 weeks.

2209.5 Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. To request leave under this policy, please contact HR Manager.

Humboldt Waste Management Authority will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

Leave taken under this policy will run concurrently with leave taken pursuant to the California Family Rights Act, to the extent the employee is eligible for that leave.

POLICY TITLE: Criminal Judicial Proceedings and Victims' Rights Leave

NUMBER: 2210

2210.1 If you are the victim, or the family member of a victim of certain serious crimes, you may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

If you are the family member of a crime victim, you may be eligible to take this leave if you are the crime victim's spouse, parent, child or sibling. Other family members may also be covered depending on the purpose of the leave.

2210.2 The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave, and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absences from work to attend judicial proceedings or proceedings involving victim rights are unpaid, unless you choose to use accrued and unused paid time off.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required, and which type of paid time off can be used), please contact the HR Department.

POLICY TITLE: Pregnancy Disability Leave

POLICY NUMBER: 2211

2211.1 If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave ("PDL") should advise the HR Department as early as possible. Please make an appointment with the HR Department to discuss the following conditions:

- The length of pregnancy disability leave will be determined by the advice of your health care provider, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by your pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability.
- Humboldt Waste Management Authority will also reasonably accommodate medical needs and known limitations related to pregnancy, childbirth or related conditions To discuss the need for an accommodation, please contact HR Manager. The Agency will engage in an interactive process with you to identify potential reasonable accommodations, if any, that will help you perform the job; or if

medically necessary due to your pregnancy, will temporarily transfer you to a less strenuous or hazardous position (where available) or assign less strenuous or hazardous duties.

- If you need to take PDL, you must inform Humboldt Waste Management Authority when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), you must provide at least 30 days' advance notice before the PDL or transfer is to begin. Consult with the HR Department regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Agency. Any such scheduling is subject to the approval of your health care provider.
- For emergencies or events that are unforeseeable, we need you to notify the Agency, at least verbally, as soon as practical after you learn of the need for the leave.
- Failure to comply with these notice requirements may result in delay of PDL, reasonable accommodation, or transfer.
- Pregnancy Leave usually begins when ordered by your health care provider. You must provide Humboldt Waste Management Authority with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the Agency. Failure to do so may, in some circumstances, delay PDL, reasonable accommodation or transfer. Please see the HR Department for a medical certification form to give to your health care provider.

2211.2 When requesting a reasonable accommodation under this policy, you do not need to provide a written certification if your requested accommodations are for any of the following:

- Carry or keep water near and drink, as needed;
- Take additional restroom breaks, as needed;
- To sit as needed if your work requires standing, or to stand as needed if your work requires sitting; or
- To take breaks to eat and drink, as needed.

2211.3 Leave returns will be allowed only when your health care provider sends a release.

You are allowed to use accrued sick time (if otherwise eligible to take the time) during PDL. You are allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during PDL.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one hour

If intermittent leave or leave on a reduced work schedule is medically advisable you may, in some instances, be required to transfer temporarily to an available alternative position that meets your needs. The alternative position does not need to have equivalent job duties, but must have the equivalent rate of pay and benefits and you must be qualified for the position. The position must better accommodate your leave requirements than

your regular job. Transfer to an alternative position can include altering an existing job to better accommodate your need for intermittent leave or a reduced work schedule.

2211.4 When your health care provider releases you to return to work from PDL, you will be reinstated to your same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

If you are on PDL, you will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if you had continued in employment continuously for the duration of the leave. In some instances, the Agency can recover premiums paid to maintain your health coverage if you fail to return from PDL. PDL may impact other benefits or a seniority date. Please contact the HR Department for more information.

POLICY TITLE: California Family Rights Act (CFRA)

POLICY NUMBER: 2212

2212.1 California's California Family Rights Act (CFRA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the Agency for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply).
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave*.
*Special hours of service eligibility requirements apply to airline flight crew employees.

2212.2 Leave may be taken for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job.
- To care for your family member who has a serious health condition. For purposes of CFRA leave, a "family member" includes your:
 - Spouse
 - Parent
 - Child of any age
 - Registered domestic partner
 - Grandparent
 - Grandchild
 - Sibling
 - Parent-in-law

- "Designated person." This is someone else with a blood or family-like relationship with you. You may identify this individual at the time you request leave. You are limited to one designated person per 12-month period for purposes of CFRA leave.
- The birth of your child, or placement of a child with you for adoption or foster care.
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces of the United States. (See Qualifying Exigencies Related to Active Duty below).

2212.3 Please note that incapacity due to pregnancy, prenatal medical care or childbirth is not an eligible reason for CFRA leave. However, if you are eligible for leave under the Family Medical Leave Act (FMLA), then such leave will run concurrently with FMLA. (See Pregnancy Disability Leave and FMLA Leave policies for additional information).

If you are also eligible for leave under the FMLA, and depending on your reason for CFRA leave, FMLA may run concurrently with your CFRA leave. (See the FMLA Leave policy for additional information regarding FMLA leave eligibility).

For additional information about eligibility for CFRA leave and how it may or may not interact with FMLA leave, contact HR Department.

2212.4 Qualifying Exigencies Related to Active Duty

Eligible employees whose spouse, domestic partner, child or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but are not necessarily limited to, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

2212.5 Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of CFRA leave may be taken, Humboldt Waste Management Authority uses rolling year measured backward from the date an employee uses any CFRA leave.

2212.6 Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA leave. Employees who take time off for pregnancy disability will be placed on pregnancy disability leave (PDL). (See Pregnancy Disability Leave policy for more information.)

If an employee is eligible for FMLA leave, then PDL will run concurrently with FMLA. (See FMLA Leave policy for additional information).

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Agency will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Agency may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

2212.7 Leave Procedures

The following procedures shall apply to CFRA leave:

- Please contact the HR Department as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the Agency at least 30 days before leave is to begin. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Agency. Any such scheduling is subject to the approval of your health care provider or the health care provider of your family member.
- If you cannot provide 30 days' notice, the Agency must be informed as soon as is practical.
- If the CFRA request is made because of your own serious health condition, the Agency may require, at its expense, a second opinion from a health care provider that the Agency chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Agency.
- If the second opinion differs from the first opinion, the Agency may require you, at the Agency's expense, to obtain the opinion of a third health care provider designated or approved jointly by you and the employer. The opinion of the third health care provider shall be considered final and binding on you and the Agency.

2212.8 Certification

Humboldt Waste Management Authority requires you to provide certification. You will have 15 calendar days from the Agency's request for certification to provide it to the Agency, unless it is not practical to do so. The Agency may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. (For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.) If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Agency may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition

- Probable duration of the condition
- Estimated amount of time for care by the health care provider
- Confirmation that the serious health condition warrants your participation.

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition
- Probable duration of the condition
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition

If you are on leave because of your own serious health condition, the Agency will also require a medical release to return to work form or certification from your health care provider that you are able to resume work.

Failure to provide a release to return to work from your health care provider may result in denial of reinstatement until the certificate is obtained.

2212.8.2 Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. Special certification requirements apply to leaves related to military service.

2212.9 Health and Benefit Plans

If you are taking CFRA leave, you will be allowed to continue participating in any health and welfare benefit plans in which you were enrolled in before the first day of the leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if you had continued in employment for the duration of such leave. The Agency will continue to make the same premium contribution as if you had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Agency may recover premiums paid to maintain health coverage if you fail to return to work following CFRA leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is due when it would be made by payroll deduction.

2212.10 Substitution of Paid Leave

Generally, CFRA leave is unpaid. The Agency may require, or you may choose, to use accrued paid leave while taking CFRA leave. In order to use paid leave for CFRA leave, you must comply with the Agency's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact HR Department.

2212.11 Reinstatement

Under most circumstances, upon return from CFRA leave, you will be reinstated to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on CFRA leave would have been laid off had the employee not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of CFRA leave will not result in the loss of any employment benefit that the employee earned before using CFRA leave.

If you are on a FMLA-only leave, without CFRA running concurrently, there may be conditions in which you may be denied reinstatement if you are a "key" employee. (Please refer to the Reinstatement

section of the FMLA Leave policy for additional information.)

2212.12 Time Accrual

Please contact the HR Department with any questions regarding accrual of other Company provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid CFRA leave.

2212.13 Carryover

Leave granted under any of the reasons provided by CFRA and/or FMLA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

2212.14 Intermittent Leave

You may take CFRA leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

See also the discussion of Pregnancy, Childbirth or Related Conditions and Baby Bonding above.

POLICY TITLE: Civil Air Patrol Leave

POLICY NUMBER: 2213

No employee with more than 90 days of service shall be disciplined for taking time off to perform emergency duty as a volunteer in the California Civil Air Patrol. If you are a Civil Air Patrol volunteer, please alert your supervisor at you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so, giving as much advance notice as possible.

Up to 10 days of leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by the Agency.

POLICY TITLE: Volunteer Civil Service Personnel

POLICY NUMBER: 2214

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also take up to a total of fourteen days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Please alert your supervisor, that you may have to take time off for emergency duty or emergency duty training. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

If you are an official volunteer firefighter, reserve peace officer or emergency rescue personnel, please alert your supervisor if you have training. Volunteer firefighters, reserve peace officers and emergency rescue personnel may take up to a total of fourteen days per calendar year to engage in fire, law enforcement or emergency rescue training.

POLICY TITLE: Military Spouse Leave

POLICY NUMBER: 2215

Employees who work more than 20 hours per week and have a spouse or registered domestic partner in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse or registered domestic partner is on leave from (not returning from) military deployment.

Employees must request this leave in writing to the HR Department within two business days of receiving official notice that their spouse or registered domestic partner will be on leave. You must attach to the leave request written documentation certifying your spouse or registered domestic partner will be on leave from deployment.

POLICY TITLE: Organ and Bone Marrow Donor Leave

POLICY NUMBER: 2216

2216.1 Employees who are donors for organ or bone marrow may take paid time off as follows:

- You must be employed for at least a 90-day period immediately before the beginning of leave.
- You may take up to 30 business days of paid leave, and up to an additional 30 business days of unpaid leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins their leave.
- You may take up to 5 business days of leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.
- During the leave for organ/bone marrow donors, Humboldt Waste Management Authority will continue to provide and pay for any group health plan benefits you were enrolled in prior to the leave of absence.
- Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of family medical leave under federal Family and Medical Leave Act or the state California Family Rights Act.

Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

2216.2 Humboldt Waste Management Authority requires that employees taking leave for organ donation use two weeks of accrued but unused sick leave, PTO and/or vacation.

Humboldt Waste Management Authority requires that employees taking leave for bone marrow donation use five days of accrued but unused sick leave, PTO and/or vacation.

Once you have exhausted the required paid sick, PTO and/or vacation leave, you will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

POLICY TITLE: School and Child Care Activities Leave

POLICY NUMBER: 2217

2217.1 Employees are encouraged to participate in the school or child care activities of their child(ren).

The absence is subject to all of the following conditions:

- Time off under this policy can only be used by parents, guardians, grandparents, stepparents, foster parents or a person who stands in loco parentis to one or more children of the age to attend kindergarten through grade 12 or who are with a licensed child care provider.
- The amount of time off for school or child care activities described below cannot exceed a total of 40 hours each year.
- You can use the time off to find, enroll or reenroll a child in a school or with a licensed child care provider or to participate in activities of the child's school or licensed child care provider. The time off for these purposes cannot exceed eight hours in any calendar month. You must provide reasonable advance notice to the supervisor before taking the time off.
- You can also use time off to address a "child care provider or school emergency" if you give notice to the Agency. A "child care provider or school emergency" means that the child cannot remain in a school or with a child care provider due to one of the following:
 - The school or childcare provider has requested that your child be picked up, or has an attendance policy (excluding planned holidays) that prohibits your child from attending or requires your child to be picked up from the school or child care provider.
 - Behavioral or discipline problems.
 - Closure or unexpected unavailability of the school or child care provider, excluding planned holidays.
 - A natural disaster, including, but not limited to, fire, earthquake or flood.

2217.2 You must provide your supervisor with documentation from the school or licensed child care provider verifying that you were engaged in these child related activities on the day and time of the absence.

- If more than one parent is employed by Humboldt Waste Management, the first employee to request such leave will receive the time off. Another parent will receive the time off only if the leave is approved by their supervisor.

- You must use *accrued time off* leave in order to receive compensation for this time off.
- If you do not have paid time off available, you will take the time off without pay.

POLICY TITLE: School Appearances Involving Suspension

POLICY NUMBER: 2218

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should alert your supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

POLICY TITLE: Lactation Accommodation

POLICY NUMBER: 2219

2219.1 Humboldt Waste Management Authority recognizes lactating employees' rights to request lactation accommodation, and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to any exception allowed under applicable law.

2219.2 If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time is unpaid. The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area.

The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. Humboldt Waste Management Authority will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a refrigerator cannot be provided, Humboldt Waste Management Authority will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include an employee's private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

2219.3 Employees who desire lactation accommodations should contact the HR Department to request accommodations. An employee's request may be provided orally, by email, or in writing, and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

2219.4 Humboldt Waste Management Authority will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk, or have been otherwise denied your

rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

POLICY TITLE: Authorized Unpaid Leave of Absence
POLICY NUMBER: 2220

A non-occupational leave of absence is when an employee needs a leave for a non-work-incurred injury, illness or other covered leave reason that may include:

- Their own serious health condition
- Providing care for a family member with a serious health condition
- Pregnancy disability leave
- Bonding with a newborn, adopted child or a child placed under their foster care
- Military leave
- Other

For those Leaves of Absence which are protected by State and/or Federal Law, Medical Leaves of Absence, whether paid or unpaid, will be granted for the duration covered by those laws. Additional leave requested beyond those limits are subject to final approval by the Executive Director.

2220.1 With the approval of the Executive Director, an employee may verbally request a leave of absence without pay or benefits for a period not to exceed 3 days. A leave of absence in excess of 3 days but not longer than 6 consecutive months will be considered upon written request of the employee setting forth the reasons for the request. Approval, if granted, will be in writing. The convenience of the Authority shall be a primary consideration in deciding whether or not to grant the leave.

2220.2 Such leave of absence may be taken only after all accumulated vacation time has been exhausted. If the leave of absence is for medical reasons, then all accumulated sick leave time must also be exhausted before a leave of absence can be granted.

2220.3 With the exception of sick leave as required by state law, employees will not accrue benefits available to regular employees of the Authority (e.g., vacation, holiday, or management) during a leave of absence.

2220.4 Upon expiration of an approved leave of absence, the employee shall be returned to the same position held at the time the leave was granted. Due to the Authority's limited work force, maintenance of job classifications for the term of an authorized leave of absence cannot be guaranteed beyond six months. Employees returning from a leave of absence beyond six months will be reinstated to the first available job classification for which they are qualified. Failure on the part of the employee to report promptly at the expiration of such leave shall be just cause for discharge.

POLICY TITLE: Unauthorized Voluntary Absence
POLICY NUMBER: 2211

2221.1 Voluntary absence from work without permission for five (5) consecutive working days shall be considered an automatic resignation by any employee.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.

2221.1.1 After three consecutive days of voluntary absence from work without authorization, the employee shall be notified in writing that the absence will be considered as job abandonment, or voluntary resignation if it continues consecutively through the fifth working day. Said notice shall provide factual evidence that the employee's absence is voluntary and unauthorized and an invitation to the employee to present their version of the "facts" at an informal hearing before the Executive Director.

2221.1.1.1 Constructive resignation shall not be determined to have occurred until after the employee has an opportunity to present their version of the "facts" at the informal fact-finding hearing.

2221.1.1.2 The fact-finding hearing shall be held within ten (10) days after the end of the five (5) consecutive days of unauthorized voluntary absence.

2221.1.1.3 Failure of the employee to attend any scheduled hearing after due notice shall be grounds for termination.

2221.2 The Executive Director may, prior to the informal fact-finding hearing, reinstate the employee who has been voluntarily absent without leave for five consecutive days if the employee provides a satisfactory explanation. If the employee is reinstated after providing a satisfactory explanation, back pay for the period of absence may be disallowed, including the employee's use of vacation time to cover the period of absence.

2221.3 If the Executive Director determines, as a result of the evidence presented at the fact-finding hearing, that the employee was voluntarily absent without leave and did not have a satisfactory explanation, the employee shall not be entitled to a post-severance evidentiary hearing and the employee's resignation shall be considered to be effective at the end of the fifth consecutive day of their unauthorized voluntary absence.

POLICY TITLE: Job Abandonment
POLICY NUMBER: 2222

2222.1 No Call/No Show: One (1) day "no call/no show" means not appearing for a scheduled workday and not following the call-in notification. A "no call/no show" may result in discipline, including termination, with or without prior progressive discipline. The employee's work record and the circumstances surrounding the no call/no show may be taken into consideration and discussed with the Division Director before any action is taken.

2222.2 Walking Off the Job: An employee who leaves work without obtaining supervisory approval may be considered to have voluntarily abandoned their job and may be subject to discipline, up to and including termination.

POLICY TITLE: ~~Early~~ Return to Work

~~/Modified Duty~~ POLICY NUMBER: 2223

~~2223.1. Early Return to Work. It is the intent of the Authority to provide its employees with the ability to recover from a loss of work at the earliest available opportunity, as a return to work provides benefits for both the employee and the Authority.~~ The Authority will determine, based on reports from the worker's compensation medical provider – or, in the event of a non-occupational Leave of Absence, the employee's medical provider – whether or not ~~an early return to work may benefit both the Authority and the employee~~ workplace accommodations can be made, and will assign duties as directed by the limitations set forth by the medical professional providing the recommendation for an early return to work. Employees shall provide all updated reports/medical records on the next working day to the Executive Director for review and re-evaluate whether or not workplace accommodations can/need to be made.

Reasonable accommodation requests under the Americans with Disabilities Act will follow the same interactive process as described below.

2223.2 Modified Duty. At the Executive Director's discretion, provide modified duties to employees returning to work following a Medical Leave of Absence. These modified duties may entail, but are not limited to:

2223.2.1 Physical limitations and/or exceptions to the employee's regularly prescribed job duties, per the job description for their classification;

2223.2.2 A limitation on the total hours worked by the employee, regardless of job duties and classification;

~~**2213.2.3** Assignment to another position for which an opening exists, with duties commensurate to the open position, and wages frozen to the employee's current pay or those of an Out-of-Class Temporary Assignment, whichever is greater.~~

~~**2213.2.3.1** In extreme cases, the employee may be assigned to an overflow position in another division, pending the results of a final Qualified Medical Examination. Such an assignment is made solely at the discretion of the Executive Director in consideration of the needs of the Authority.~~

2300 RECRUITMENT AND HIRING

It is the intent of the Authority to hire the most qualified candidate for each position within the Authority, and to fill all open positions in the most transparent and efficient manner available to the Authority. Advertisement, interviewing, and offering of vacant positions shall be undertaken using the following guidelines, and as expanded upon in procedures approved by the Executive Director.

POLICY TITLE: Vacancies
POLICY NUMBER: 2310

2310.1 Vacancies. Hiring shall only be undertaken for positions which are vacant, or open, meaning that either no Authority employee currently holds the position, whether through separation or a newly approved position, resignation, retirement, or release, or that an Authority employee has provided notice that they will vacate the position at a date certain.

POLICY TITLE: Recruitment
POLICY NUMBER: 2320

2320.1 At minimum, recruitments shall be announced in at least one approved local newspaper, a group of websites as approved by the Executive Director, and the Authority's website.

2320.2 From time to time, the Executive Director may determine that enough personnel within the Authority may exhibit the required skills and experience to fill an open position and may elect to internally recruit and hire from within the Authority. Such decision shall abide by the policies and procedures set forth in this Section.

POLICY TITLE: Applications
POLICY NUMBER: 2330

2330.1 Application forms approved by the Executive Director will be provided to interested candidates. Application forms shall require information covering training, experience and other pertinent information, and may include certificates/licenses, references and background checks as appropriate. The Authority requires applicants to submit a completed employment application for each vacancy as noticed, regardless of the time between notification of open vacancies for the same position.

2330.1.1 Applications shall include, at a minimum, the cutoff date for submission of applications, a consent to background checks pending offer of employment, and a description of the position for which the application is submitted.

2330.1.2 Applications will be reviewed for completeness by the Director of Finance and Administrative Services and/or their designee and screened by qualification criteria by the appropriate Division Director, or Executive Director, and determined which applicants will be invited for in-person interviews to ensure all interview candidates meet the appropriate qualifications for the position.

2330.1.3 Applicants may be disqualified from further participation in the hiring process for reasons including, but not limited to:

2330.3.1 Failure to complete and submit the employment application correctly or within the prescribed time limits.

2330.3.2 Not possessing the minimum qualifications for the position.

2330.3.3 Not able to provide proof of their ability to work in the United States.

2330.3.4 False statements or material fact, fraud or deception in the employment application.

2330.3.5 Being previously dismissed from the Authority for cause;

2330.3.6 Lack of physical or mental fitness to perform the duties or assuming the responsibilities of the position, where reasonable accommodation cannot be made;

2330.3.7 Demonstrating an unsatisfactory employment record;

2330.3.8 Making false statements or misrepresentations on their application or during the interview process;

2330.3.9 Insufficiently filling the operational needs of the Authority, as determined by the Division Director and/or the Executive Director.

POLICY TITLE: Interview & Evaluation Process
POLICY NUMBER: 2340

2340.1 Candidates who meet all the requirements for the job for which they are applying shall be considered for the interview and evaluation process. Of the prospective candidates eligible for interview, ordinarily a selection of the top four to six will be offered the opportunity to interview with Authority staff, with a panel to be determined by the Division Director. The interview panel will recommend a final candidate to the Executive Director. The Executive Director shall make the final recruitment determination, and, at their discretion, may direct proceeding with an employment offer or to recirculate position advertising.

POLICY TITLE: Employment Offer
POLICY NUMBER: 2350

2350.1 A successful selected candidate will be provided notice, in writing, of a conditional offer of employment. Such offer shall include those steps which need to be completed for the interviewee to be advanced to Probationary status per Section 2410. Such conditions may include, but are not limited to, background checks, education checks, and medical pre-employment evaluations. Humboldt Waste Management Authority reserves the right to withdraw contingent offers of employment should the employment contingencies not be met.

POLICY TITLE: Eligibility List
POLICY NUMBER: 2360

2360.1 For a period of six months following the completion of an initial hiring process, culminating in the acceptance of a job offer by the most qualified candidate, a list of the remaining candidates from the interview group, ranked in subsequent order of qualification based on the interview and evaluation process, may be maintained with the Director of Finance and Administrative Services for use in the event another job position and pay grade becomes available.

POLICY TITLE: Hiring Expenses
POLICY NUMBER: 2370

2370.1 From time to time, the Executive Director may authorize, in their discretion, the payment of interview expenses and/or moving expenses related to an interviewee's level of experience and other related qualifications to the position.

POLICY TITLE: Pre-Employment Physical Evaluation

POLICY NUMBER: 2380

2380.1 Depending on the position, All some individuals who are offered Regular employment may be required to submit to a physician's examination and/or controlled substance test at Authority expense. The examining physician will be provided a description of the job involved (including physical requirements of typical tasks) to assist in a determination of the individual's fitness to work.

2380.1.1 The Executive Director may authorize the hiring of an individual in advance of these certifications if they believes waiting may jeopardize the Authority's opportunity to secure an appropriately qualified candidate or in emergency situations. However, such pre-certification offers of employment shall clearly specify that they are conditional upon a negative controlled-substance test result and/or the physician's fitness-for-work certification, and that employment will be terminated if controlled-substance test results in a positive outcome or if the physician does not certify the employee as fit to perform the type of work required for the position.

2380.1.2 Employment will not occur if the individual refuses to cooperate in the examination and testing.

2380.2 Retesting of an individual who was previously employed on a Regular or Temporary, basis may be required if more than three months have elapsed since the individual's last day of work for the Authority.

2380.3 Appointments with the medical facility providing the examination and controlled substance testing shall be made at least one day prior to testing if possible, with the individual to be tested provided minimal advance notice (no more than one day, if practical).

2380.4 When the individual to be tested reports to the medical facility for the scheduled examination and controlled substance testing, they must provide proof of identification, such as a drivers license photo or a state-issued photo identification card.

2380.5 All test results shall be kept confidential. The applicant may be told they failed to pass the test, but only the Executive Director, and/or Division Director who has a legitimate need to know the results shall have access to the actual test results.

2380.6 Authority employment application forms shall contain a notice to applicants as follows:

The Authority has a policy of requiring a physician's physical fitness exam, together with urine drug testing of persons who have been offered employment. Individuals who are determined by the physician not to be physically fit for duty, or who test positive for controlled substances, will not be employed. If you have reason to believe that you will not pass a physician's physical examination, or will test positive for the presence of controlled substances, or if you are unwilling to consent to such an examination or test if offered employment, it is recommended that you not submit an application.

POLICY TITLE: Pre-Offer Background, Reference and Investigation Checks
POLICY NUMBER: 2385

2385.1 All candidates who accept an offer of employment will have a background and reference check performed on them based upon answers provided in the application packet. These include, but are not limited to, evaluation of both personal and professional references, education checks, and criminal background checks. All offers of employment are contingent and ~~Employment with the Authority are is-~~ not guaranteed until the Authority has received satisfactory confirmation that the information provided by the candidate is accurate as presented.

POLICY TITLE: Conditional Employment
POLICY NUMBER: 2390

2390.1 Periodically, at the Executive Director's discretion, an Employment Offer may be made conditional upon the successful completion of some or all of the Pre-Employment Physical Evaluation, Pre-Offer Background, Reference and/or Investigation Checks – or any other such conditions as may be determined by the Executive Director. Such conditions will be reasonably assessed and clearly outlined in the Employment Offer, with the understanding that successfully meeting the conditions listed will not prevent the candidate from successfully completing their Probationary period.

POLICY TITLE: Compensation at Hiring
POLICY NUMBER: 2395

2395.1 Compensation will follow the guidelines outlined in Policy 2103.1, *Compensation at Hiring*.

POLICY TITLE: Nepotism
POLICY NUMBER: 2396

2396.1 It is the policy of Humboldt Waste Management Authority to seek for its staff the best possible candidates through appropriate search procedures. There shall be no bars to appointment of individuals who have immediate family members in any staff category in the same or different divisions so long as the following standard is met:

2396.1.1 No employee shall make recommendations, or in any way participate in decisions about any personnel matter that may directly affect the selection, appointment, promotion, termination, other employment status, or interest of an immediate family members.

2396.1.1.1 For the purpose of this policy, "immediate family member" is defined as husband, wife, mother, father, son, daughter, sister, brother, father-in-law, mother-in-law, sister-in-law and brother-in-law.

2396.2 When an individual is considered for appointment in a division in which an immediate family member is already assigned, review of this fact shall be required at all appointing levels. The objective of this review shall be to assure equity to all members of the division.

2396.3 When an individual is considered for appointment in a division where an immediate family member has supervisory responsibility, the appointment shall not be granted.

2396.4 When two Authority employees in the same division become husband and wife, the employment of one such employee shall be terminated provided, however, that the Executive Director using discretion may make a reasonable effort to transfer one of the employees to another division within the Authority.

2396.5 Immediate family members of the Executive Director or the Board of Directors may not be considered for employment.

2400 PROBATIONARY PERIOD

POLICY TITLE: Probationary Period

POLICY NUMBER: 2410

The probationary period shall be regarded as a continuation of the hiring evaluation process.

2410.1 Probationary Periods/Appointments to Positions: Probationary employees and directors are conditionally appointed subject to a probationary period of not less than twelve (12) ~~six (6)~~ months actual and continuous service. During the probationary period the supervisor will evaluate the employee's performance and determine the employee's suitability for the job. Upon successful completion of ~~six (6)~~ twelve (12) months of continuous service with the Authority in said classification, and upon the Executive Director's decision to retain said employee, said employee shall be granted Regular employee status.

Upon accepting a lateral position or promotion, a Regular employee shall serve a new probationary period of not less than six (6) months.

The Executive Director shall determine whether the employee shall become a non-probationary employee or shall be separated from employment with the Authority. An appropriate personnel action form to be prepared and the employee notified in writing.

2410.2 Extension of Probationary Period: Upon recommendation from the Division Director and approval of the Executive Director, the probationary period may be extended for an additional period not to exceed ninety (90) days. Prior to the termination date of the initial probationary period, the Executive Director will provide notification to the employee of the extension.

2410.3 Separation of Probationer: During the probationary period, an employee is at-will and may be separated from employment with the Authority at any time without cause and without right of appeal. Notification of separation in writing shall be provided to the probationary employee and a copy filed in the employee's personnel file.

2410.4 Probation due to Promotion or Lateral Position: An employee entering a probationary period because of a lateral re-assignment or promotion may be reinstated to the position and salary held prior to promotion or lateral reassignment at any time during the probationary period at the discretion of the Executive Director.

2450 EMPLOYMENT STATUS

POLICY TITLE: Employment Status

POLICY NUMBER: 2451

2451.1 A "Probationary" employee is one who has been conditionally hired to fill a regular position in any full-time or part-time job classification and has less than 6 continuous months of service with the Authority.

2451.2.1 A Probationary employee will receive not less than the minimum rate for the job and will be eligible for sick leave, and accrue holiday leave, vacation leave, insurance coverage or items of a similar

nature, as they become eligible. A Probationary employee will not be eligible for an unpaid leave of absence.

2451.2 A "Regular" employee is one who has successfully completed the probationary period in a particular job classification to fill a Regular full-time or part-time position.

2451.2.1 Regular full-time employees are those who are scheduled for and do work 40 hours per week. A Full-Time employee will receive not less than the minimal rate for the job and be eligible for federal and/or state required benefits as required by law or otherwise specified in these policies and will accrue seniority and leave of absence rights.

2451.2.2 Part-time employees are those who are scheduled for and do work fewer than 40 hours per week. A Part-Time employee will receive not less than the minimum rate for the job and be eligible for federal and/or state required benefits as required by law or otherwise specified in these policies, and will accrue leave on a pro-rated basis, leave of absence, retirement and seniority on a prorated basis.

If a Part-Time employee is reclassified to Full-Time Regular status, they will be credited with all continuous service in determining eligibility for such benefits that may accrue to them in their new status.

2451.3 A "Temporary" employee is one who is hired to work within any job classification, but whose position is not regular in nature. The duration of the work assignment of a Temporary employee may range from one day to a maximum of 120 days (960 hours) annually and will be scheduled at the needs of the Authority.

2451.3.1 Employees hired to replace a Regular employee who is on an approved leave of paid or unpaid absence shall be hired as "Temporary" employees, unless said leave of absence is in excess of 180 days.

2451.3.2 A Temporary employee will receive not less than the minimum rate for the job, and will be eligible for federal and/or state required benefits as required by law or otherwise specified in these policies.

2451.3.3 If a Temporary employee is reclassified to Probationary or Regular status, they will be credited with all continuous service in determining eligibility for such benefits that may accrue to them in their new status.

2455 NON-EXEMPT AND EXEMPT EMPLOYEE STATUS

POLICY TITLE: Non-Exempt and Exempt Employee Status

POLICY NUMBER: 2455

2455.1 A "Non-Exempt" employee is one who is subject to minimum wage and overtime laws per the federal Fair Labor Standards Act (FLSA) and California Industrial Welfare Commission. Minimum and overtime wages are determined as the better of FLSA regulated rates or California labor law rates.

2455.2 An "Exempt" employee is a salaried employee who performs duties which differ greatly from those of non-exempt employees, and which require a higher level of professional, technical, or administrative skill at an executive level. These employees are not subject to minimum wage and overtime laws per the federal Fair Labor

Standards Act (FLSA) and California Industrial Welfare Commission.

2460 WORKING CONDITIONS

POLICY TITLE: Hours of Work

POLICY NUMBER: 2461

2461.1 With the exception of Section 2455, this policy shall apply only to all non-exempt employees.

2461.2 The regular hours of work each day shall be consecutive except for interruptions for meal periods.

2461.3 A workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, and, except as otherwise provided herein, a basic workweek is defined to consist of forty (40) hours for full-time employees, and less than thirty-six (36) hours for part-time employees. Regular work hours for full-time and part-time employees shall be determined by each division in accordance with the facility hours of operation.

2461.3.1 The Hawthorne Street Transfer Station, Eureka Recycling Center, Household Hazardous Waste and Cummings Road Landfill operate on a schedule established by the Executive Director which shall be posted on the Authority's website and signage at the facilities.

2461.3.3 The Business Office is staffed five days per week, Monday through Friday, with hours of operation established by the Executive Director and posted on the Authority website.

POLICY TITLE: Flexible Work Schedules

Policy Number: 2462

2462.1 Upon request by the employee, the Executive Director or their designee shall consider the feasibility of a flexible work schedules. HWMA through the Executive Director retains the sole right to determine whether to approve and continue flexible work schedules. Consideration of the flexible work schedule request, provided it does not adversely affect the ability of HWMA to efficiently provide services, will be evaluated and weighted for employees who have personal, medical, family medical or child or parent care responsibility.

POLICY TITLE: Meal and Rest Periods

POLICY NUMBER: 2463

2463.1 Our meal and rest period policy ensures compliance with California's meal and rest break laws. Failure to follow our company protocols will result in progressive disciplinary action, up to, and including termination of employment.

2463.2 Rest Breaks

All nonexempt employees are entitled to uninterrupted rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out.

Number of Rest Breaks

You will be authorized and permitted one (1) fifteen-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any rest break.
If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) fifteen-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) 15-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three (3) fifteen-minute rest breaks. For shifts in excess of 14 hours, you will continue to be entitled to additional paid fifteen~~15~~-minute rest breaks for every four (4) hours you work, or major fraction thereof.

2463.3 Timing of Rest Breaks

You are authorized and permitted to take a rest break in the middle of each four-hour work period.
There may be practical considerations that make this general timing infeasible and that require the company to deviate from this general rule. You will be informed if there are practical considerations that make this timing infeasible. Your rest break will be scheduled by your supervisor.

2463.4 Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if they work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance. The waiver must be in writing.

2463.5 Timing of Meal Period

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work).
Your meal period will be scheduled by your supervisor

2463.6 Second Meal Period

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of you and your supervisor and must be in writing. You must discuss any such waiver with your supervisor in advance.

2463.7 Timing of Second Meal Period

This second meal period will be provided no later than the end of your 10th hour of work.
Your second meal period will be scheduled by your supervisor.

2463.8 Recording Meal Periods

You must clock out for any meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record. If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify the HR Department.

Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to the HR Department and document the reason for the missed meal period or time worked.

Please also refer to the Timekeeping Policy.

POLICY TITLE: Pay Periods

POLICY NUMBER: 2464

2464.1 The salaries and wages of all Authority employees shall be paid semi-monthly. Payroll periods will cover the first day of the month through and including the fifteenth day of the month; and the sixteenth day through and including the last day of the month. The workweek begins at 12:01 am on Sunday and ends at 11:59 pm on Saturday.

2464.2 Time cards shall be completed properly and submitted by staff to the Director of Finance and Administrative Services by the due date established by the Director.

2464.3 Payday will be as soon after the end of the payroll period as practicable or by the 10th of the month and by the 25th of the month.

2464.4 Advancement of wages prior to a regular payday is not authorized.

POLICY TITLE: No Smoking on Authority Property or Buildings

POLICY NUMBER: 2465

2465.1 Smoking, vaping or chewing of tobacco products or similar substances shall be banned completely within Authority buildings or confined spaces, properties or in Authority vehicles.

2465.2 All Authority employees will be responsible for advising members of the public who are observed smoking or vaping products on Authority property of the Authority's policy on the matter. Said individuals shall be asked by staff to refrain from smoking.

2465.3 Authority employees who violate this policy will be subject to disciplinary action in accordance with Policy 2900.

POLICY TITLE: Occupational Safety and Health Practices

POLICY NUMBER: 2466

"No function at HWMA is so critical as to require or justify

a compromise of safety and health.”

Everyone benefits from a safe and healthy work environment. HWMA is committed to maintaining a safe workplace and complying with applicable laws and regulations governing safety.

HWMA's Executive Director, or designee, will implement a system or systems to ensure that all employees comply with workplace safety and health practices. The system, or combination of systems, will include any one or combination of the following:

Training and refresher training programs – Training and refresher training needs have been identified and publish in the annual schedule of safety and health training.

1. IIPP procedure and updates pertaining to safety will be published annually, and available for review.
2. Management will monitor ongoing performance and participation as required in the IIPP through the performance evaluation process.

Employees found violating workplace safety practices or found jeopardizing the safety of any other employee or visitor shall be subject to disciplinary action in accordance with Authority policy. Disciplinary action shall be taken for violations of management directives, rules, regulations, work practices, or policies. Any action taken will not violate employee rights under Cal/OSHA regulations and will be enforced in a non-discriminatory fashion

POLICY TITLE: Driver Training and Record Review

POLICY NUMBER: 2467

2467.1 The purpose of this policy is to reduce the frequency and severity of vehicle-related accidents and losses by (a) applying uniform criteria in evaluating the acceptability of driver-record information of individuals driving Authority vehicles or while on Authority business; (b) establishing disciplinary procedures for different types of driving violations.

2467.2 This policy applies to all regular, part-time, and temporary Authority employees and volunteers who drive on behalf of the Authority.

2467.3 Humboldt Waste Management Authority shall participate in the Department of Motor Vehicles (DMV) Employer Pull Notice Program (a.k.a.: "Pull Program"). Records for anyone operating vehicles on Authority business shall be requested from DMV: (a) annually; and, (b) immediately in the event of new activity (e.g., moving violation, accident, address change, etc.). Employees who have terminated employment will be deleted from the program.

2467.4 Information that will be generated during the record review will include: (a) type of license; (b) expiration date; (c) endorsements; (d) DMV action suspensions, revocations, and penal code violations; and, (d) Vehicle Code violations.

2467.6 Driver Disciplinary Procedures.

2467.6.1 A driver will immediately attend a qualified defensive driver training course (State of California Defensive Driver Training, National Safety Council Defensive Driver Training, etc.) if:

- (a) they earn two points within 36 months of report date; or,
- (b) they receive any moving violation in a Authority vehicle within 36 months of report date; or,
- (c) they are involved in an accident within 36 months of report date.

2467.6.2 A driver will be placed on a 12-month driving probation if they earn three to five points within 36 months of report date. Additional point violations within this probation period will affect a 120-day suspension of Authority driving privileges. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal Authority operations, they will be terminated from employment.

2467.6.3 A driver will be suspended from Authority driving privileges for 120 days if:

- (a) they earn four or more points within 24 months of report date; or,
- (b) they earn six or more points within 36 months of report date; or,
- (c) they receive a citation for DUI, reckless driving, or speed contest on personal time within 36 months of report date; or,
- (d) if they are involved in two chargeable (resulting in a point violation) accidents within 24 months of report date. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal Authority operations, they will be terminated from employment.

2467.6.4 A driver will be permanently suspended of Authority driving privileges if:

- (a) they receive a citation for DUI, reckless driving, or speed contest during Authority business within 36 months of report date; or,
- (b) they receive two citations for DUI, two citations for reckless driving, or two citations for speed contest on personal time within 12 months of report date. If their job routinely involves driving a vehicle and if having driving privileges suspended would impose a hardship on normal Authority operations, permanent suspension of driving privileges will result in termination of employment.

2467.6.5 Occasionally, it may be brought to the Authority's attention that an employee is exposing it to undue liability through poor driving techniques and habits. All such complaints will be investigated and acted upon accordingly.

2467.7 Defensive Driver Training. All drivers are encouraged to attend an approved defensive driver-training course at least once every four years or more often as specified in Disciplinary Procedures, above.

POLICY TITLE: "HIPAA" Compliance

POLICY NUMBER: 2468

2468.1 Authorization as required under the Health Insurance Portability and Accountability Act (HIPAA) for disclosure of protected health information (PHI) will be a condition of employment or continued employment with the Agency to the fullest extent allowed by law. This is applicable to pre-employment physicals, drug testing, leave-of-absence requests, fitness-for-duty physicals, and any other lawful need for medical information. Refusal

to authorize release of PHI in any of the above instances will be grounds for discipline up to and including termination.

POLICY TITLE: Drug Free Work Place

POLICY NUMBER: 2469

2469.1 It is the desire of the Board of Directors that all work environments of Authority employees be safe and productive and free of the influence of drugs, alcohol and/or other controlled substances. The Board of Directors is concerned with the physical safety of all employees, potential damage to property and equipment, mental and physical health of employees, productivity and work quality, medical insurance costs, and the harm done to employees and their families by the inappropriate use of controlled substances.

2469.2 The use (except as prescribed by a physician), sale, possession, purchase, or transfer of drugs, alcohol and/or other controlled substances by any Authority employee or officer on Authority property or work sites or while said employee or officer is on Authority business is prohibited.

2469.2.1 Employees are also prohibited from being under the influence of drugs, alcohol and/or other controlled substances during hours of work where such substances could impair the fitness of an employee to perform their work.

2469.2.2 Commission of any of the actions described above will subject the employee to disciplinary action up to and including termination.

2469.2.3 For the purpose of applying this policy, being under the influence of drugs, alcohol and/or other controlled substances means being impaired in any way from fully and proficiently performing job duties and/or having a detectable amount of said substances in one's body.

2469.3 The decision to discipline or terminate an employee found to have used and/or be under the influence of drugs, alcohol and/or other controlled substances during working hours may be waived or held in abeyance by the Executive Director or designee pending said employee's attempt at rehabilitation. The Executive Director or designee has discretion to handle each case individually with factors such as the employee's frequency of use, commitment to rehabilitation, and type of substance taken into consideration regarding the waiving of penalties.

2469.3.1 Discipline or termination that is waived or held in abeyance pending rehabilitation should be done on the condition, set forth in writing, that the employee:

2469.3.1.1 Successfully complete an approved rehabilitation program;

2469.3.1.2 Faithfully comply with maintenance and therapeutic measures (e.g., attendance at AA or NA meetings); and,

2469.3.1.3 Be subject to periodic testing without further reasonable cause.

2469.3.2 Employees who are found to have brought drugs, alcohol or other non-prescription controlled substances onto Authority property or work sites, and to have provided them to other employees shall be terminated without recourse to a rehabilitation program.

2469.4 To assure that employees, property and equipment are not endangered by other employees who are involved with, or under the influence of drugs, alcohol and/or other controlled substances, any employee whose conduct, appearance, speech, or other characteristics create a reasonable suspicion of involvement with, or influence of said substances will be taken to a medical facility and be subject to an exam by a qualified physician at Authority expense. If said physician determines that a drug/alcohol test is warranted, said employee will be subject to testing for the presence of alcohol or drugs in their bodies.

2469.4.1 Presence of such substances will result in disciplinary action up to and including termination, as described above.

2469.4.2 An employee who is suspected of involvement as described above and refuses to cooperate in the physician's exam and/or drug/alcohol testing is subject to termination.

2469.5 If a qualified physician, as a part of the examination specified in Section 2470.4, above, determines that an employee is not capable of working safely, said employee will be transported to their home by a supervising employee and not allowed to drive himself/herself home.

2469.6 Immediately prior to reporting for drug/alcohol testing, all employees shall complete a Consent and Release form to be kept on file in the Authority office which shall conform to the general format, as shown herein.

2469.7 Authority employees are required to notify the Executive Director or their designee in writing of any criminal drug statute of which they are convicted for a violation occurring in the workplace no later than five calendar days after such conviction.

2550 CONFLICT OF INTERESTS

POLICY TITLE: Outside Employment

POLICY NUMBER: 2551

2551.1 No Authority employee shall be permitted to accept employment in addition to or outside of Authority service if:

2551.1.1 The additional or outside employment leads to a conflict, or potential conflict of interest for said employee; or,

2551.1.2 The nature of the additional or outside employment is such that it will reflect unfavorably on the Authority; or,

2551.1.3 The duties to be performed in the additional or outside employment are in conflict with the duties involved in Authority service.

2551.2 An employee who does have additional or outside employment shall not be permitted to use Authority records, materials, equipment, facilities, or other Authority resources in connection with said employment.

POLICY TITLE: Gifts

POLICY NUMBER: 2552

2552.1 An employee or their immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the Authority, gifts, entertainment, and/or other services or benefits unless the transaction meets all of the following guidelines:

2552.1.1 Is customary and gives no appearance of impropriety and does not have more than a nominal value;

2552.1.2 Does not impose any sense of obligation on either the giver or the receiver;

2552.1.3 Does not result in any kind of special or favored treatment;

2552.1.4 Cannot be viewed as extravagant, excessive, or too frequent considering all the circumstances including the ability of the recipient to reciprocate at Authority expense.

2552.1.5 Is given and received with no effort to conceal the full facts by either the giver or receiver.

POLICY TITLE: Statements of Economic Interests

POLICY NUMBER: 2553

2553.1 The Political Reform Act, Government Code §81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes, which the Board has adopted by resolution. The Board shall review the Conflict of Interest code every two years, in even years, and amend as necessary.

2553.2 Designated employees shall file statements of economic interests with the Clerk of the Authority.

2600 CODE OF CONDUCT

HWMA is committed to fostering a culture of openness, trust and integrity in its business practices and to ethical and responsible actions in all its endeavors. Each Authority employee is required to behave in an honest and ethical manner in all dealings related to their employment, and to treat others fairly, objectively and with empathy. This includes responsible and ethical use of Authority assets and public funds, providing effective and efficient service to the public, respect for the confidentiality of information, acting in good faith and exercising due care in activities, complying with rules and regulations and actively promoting responsible behavior.

POLICY TITLE: Integrity/Ethical Behavior

POLICY NUMBER: 2601

2600.1 Employees are required to serve in an honest and courteous manner that is in keeping with their position of one of public trust and consistent with community values. Employees are expected to:

- Be honest, factual, apply regulations and procedures consistently and treat all customers in the same way.
- Be courteous, professional and service-oriented in dealing with the public and other employees; employ problem-solving attitudes; offer and provide assistance to the public; provide quality service; be receptive to complaints/suggestions and requests/ and help others to understand and navigate Authority procedures.
- Create a positive work environment, foster an environment that enhances unity of purpose; accept

responsibility and be solution-oriented.

2600.2 Confidentiality: Authority employees have access to a variety of confidential items, documents and information by nature of their positions. All employees shall treat Authority information in a confidential and discrete manner for the benefit of the Authority. Employees shall not:

- Use official information that is not available to the general public for private advantage or gain for oneself or another.
- Release or provide official information that is not available to the general public or others.
- POLICY TITLE: Reporting Unlawful Behavior
POLICY NUMBER: 2602

2602.1 Reporting Unlawful Behavior: Employees shall report any unlawful activities relating to work to their supervisor, Division Director or the Executive Director immediately.

POLICY TITLE: Use of Authority Vehicles
POLICY NUMBER: 2603

2603.1 This policy applies to employees who may drive Authority vehicles

2603.1.1 During working hours, trips for personal purposes will be avoided. Occasionally, stopping at a store en-route to a business destination, or going to a restaurant (within close proximity of your work location) for lunch is permitted

2603.1.2 Other than the foregoing uses, Authority vehicles will not be used for any other personal purposes.

~~**2603.1.3** All Authority vehicles must be maintained according to our standards. How we maintain our vehicles becomes a direct reflection of us, and promotes the Authority in a positive, professional image. This is important for both the longevity of the truck, as well as the brand image. All employees who are issued an Authority vehicle are responsible for ensuring that the truck is clean, presentable, and professional. The truck must be clean, inside and out, free of debris, with tools and equipment properly organized.~~

POLICY TITLE: Public/News Media Relations
POLICY NUMBER: 2604

2604.1 Public/News Media Relations: The actions of the Board of Directors and Authority may be of interest to the news media and members of the public. Inquiries may be received on a variety of subjects and should be handled in the following manner:

- Media inquiries should be directed to the Executive Director, or designee.
- Inquiries regarding requests for public records and requests made under the Public Records Act shall be referred to the Executive Director.

- Inquiries for personnel-related information should be made to the Executive Director, or designee.

—This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or

Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law

POLICY TITLE: Electronic Devices Conduct

POLICY NUMBER: 2605

2605.1 Electronic Devices Conduct: All electronic, internet, e-mail, voice-mail, mobile data, calendar and information stored by the Authority are the property of HWMA. Although incidental personal use of these systems may be authorized, such use shall not interfere with or be inconsistent with Authority business, and employees have no expectation of privacy while using these systems even when engaged in incidental personal use. The Authority reserves the right to inspect all Authority-owned property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence

Electronic communications may be considered public records. When disclosure is required under the California Public Records Act (Government Code 6250 et. seq.) or otherwise by law, the Authority shall not be in any way liable or responsible to the employee for the disclosure of any email message or any part thereof.

No communication made through an Authority-owned system may be considered a private communication. HWMA reserves the right to access, review, copy or delete any message or document on its telephone, email, or any computer systems, including those stored on individual employee computers, any HWMA owned computer or related media, for any purpose, and may disclose such information as the Authority deems appropriate, subject to applicable law.

All communications are to be courteous and businesslike. Messages containing racial or sexually explicit slurs, images or other discriminatory conduct are prohibited. The use of obscenities, libelous statements, or the disclosure of confidential personal information about another employee is against Authority policy and could subject the author to disciplinary action, up to and including dismissal.

POLICY TITLE: Personal Cell Phone Usage

POLICY NUMBER: 2606

2606.1 Personal cellular telephones may be used by employees during hours of work in designated areas for essential personal calls.

2606.1.1 Essential personal calls are defined as calls of minimal duration and frequency that are urgent in nature and cannot be made at another time or from a different telephone.

2606.1.2 To the extent possible, personal cellular telephone usage should be confined to rest and lunch breaks, and in locations such that the conversation is not disrupting to other employees or

Authority business.

2606.2 Personal and Authority-owned cellular telephone usage will not be permitted by employees who are engaged in a continuous operation, such as a member on a utility crew engaged in the construction or repair of Authority facilities.

2606.3 Personal and Authority-owned cellular telephones will be turned off or set to vibration mode during meetings, training sessions or during work hours if the employee's work station is in close proximity to others.

2606.4 Employees are expected to operate Authority vehicles and equipment in a safe and prudent manner. Therefore, if use of a cellular telephone is necessary while driving Authority vehicles or operating potentially hazardous equipment, employees will wait until the opportunity arises to fully stop their vehicle or vacate their equipment before placing or taking any cellular telephone call. At no time should employees use a cellular telephone while driving a vehicle or operating equipment.

2606.5 Camera phones shall not be used in situations where any individual may have an expectation of privacy. This includes but is not limited to restrooms, locker rooms and training rooms.

2606.6 Text messaging devices shall not be used by employees to communicate with each other during working hours unless specifically authorized for Authority purposes by a supervisor. Writing, reading, or sending a text message while operating any motorized vehicle is prohibited by California law.

2650 Electronic Devices & Communications

POLICY TITLE: Electronic Devices and Communications Security, Usage and Ethics

POLICY NUMBER: 2650

The purpose of this policy is to protect the quality and integrity of the Authority's electronic devices and provide employees with standards of behavior when using electronic communications, while minimizing risks to the Authority, our employees and the information systems. It is the goal of these policies to guide Authority employees in the proper, ethical, and open use of internet, social media, and e-mail resources for the benefit of all parties involved.

Electronic communications may be subject to record retention, refer to Series 7000 – Document Retention, Disposal and Storage Policy.

POLICY TITLE: Electronics Communication Access

POLICY NUMBER: 2351

2651.1 Humboldt Waste Management Authority believes that employee access to and use of the internet, social media, digital phone system, messaging systems and e-mail ("electronic communications") or other electronic communication resources necessary for professional use benefits the Authority and makes it a more efficient and successful local government agency. However, the public nature of Authority means that all electronic communications written, sent or received by Authority employees reflects upon the Authority. Electronic communications are a part of the Authority's official public records and may be subject to disclosure as part of a Public Records Act (Government Code §§ 6250 et. seq.) request for information, or

during criminal or civil liability investigations.

2651.2 This policy applies to all Authority employees who access the Authority's network, stationary or mobile workstations, and/or cellular devices, as well as electronic devices used during travel for Authority business, whether they be mobile computing or hand-held devices, or systems provided during the course of training.

2651.2.1 Persons who are not Authority employees may only use Authority computers, phones, or other electronic devices by express permission of the Executive Director or the Information Technologies manager.

2651.3 All employee actions through electronic communications are expected to conform with these policies and shall not be used in any manner in violation of the law, Authority policies or procedures. Electronic media shall not be used for any improper, illegal, offensive or harassing purpose.

2651.3.1 The misuse of internet, social media, e-mail or other electronic resources may be grounds for discipline as described in Policy 2900, Disciplinary Actions, up to and including termination.

2651.4 Security. Abuse of Authority equipment and electronic communications may cause significant exposure and/or damage to the Authority. In addition, Authority employees may unknowingly introduce any form of computer virus, spyware or other malware into Authority equipment or the Authority network infrastructure. The following guidelines are intended to protect both the employees of the Authority as well as the Authority's system, data and integrity-

2651.4.1 Authority employees may not access websites or systems, on- or off-site, for which they do not have authorization or if the employee has reason to believe said websites or systems may be compromised.

2651.4.1.1 Authority employees shall request authorization from the Information Technologies manager prior to the installation or download of new programs or systems to their workstations, mobile phones or other mobile devices.

2651.4.1.2 Installation of computer games or other entertainment software, and streaming of video data for entertainment purposes, is not authorized.

2651.4.1.3 Streaming of audio for entertainment purposes is allowed as directed by Division Directors.

2651.4.2 Authority data should only be shared via approved e-mail or data-sharing services. Authority employees should contact the Information Technologies manager to ensure data is being shared appropriately in cases where the answer is unclear.

2651.4.3 Authority employees should ensure the safety and security of any system or website passwords they hold, and must communicate all login credentials, including updates and changes, to the Information Technologies manager within 24 hours.

2651.4.3.1 Under no circumstances should an Authority employee use or disclose the login credentials of the Authority or another Authority employee without authorization.

2651.5 Forms of Use. The Authority recognizes that electronic communications usage is prevalent in both the completion of Authority business and personal matters, and encourages the safe, responsible, and transparent use of all forms of electronic communication in day-to-day activities.

2651.5.1 Business Use. Employees using any Authority electronic communication devices are acting as representatives of HWMA and are expected to maintain professional communications. Furthermore, employees using these systems should not expect their communications to be private, and any communication might be considered a public record subject to disclosure under California law. Authority employees are encouraged to use electronic communications for the following business activities: the purchase of supplies and equipment (within spending limit guidelines); booking business travel; performing project-based and Authority mission-critical research; and engaging in social media and customer outreach per this policy.

2651.5.1.1 It is the intent of the Authority to maintain social media accounts to promote projects and activities of the Authority and its business partners, where appropriate. The Information Technologies manager may designate certain employees that may operate social media sites.

2651.5.1.2 Employees designated to maintain social media websites, and the Information Technologies manager, shall be responsible for creating a well thought out social media workplan that complements Authority policies and furthers the mission of the Authority. This plan is subject to approval solely by the Executive Director or their designee.

2651.5.2 Personal Devices. The Authority recognizes the persistent nature of electronic communications in all facets of employee life. While performing the business of the Authority, use of all personal electronic devices are subject to the policies set forth in Section 2651.3.1, and any procedures that may be produced from these policies.

2651.5.2.1 Under no circumstances will use of personal electronic devices be allowed in a manner that adversely impacts the ability of the Authority and its employees to perform the duties and responsibilities of the Authority. Personal use of electronic devices on Authority time may be suspended for any reason, at any time, when the business of the Authority is impacted.

2651.5.2.2 Use of personal devices for Authority business is subject to the application of this policy. Authority-related communications made on a personal device may be subject to disclosure under the California Public Records Act and discovery under civil or criminal procedures.

2651.5.3 Copyright Law. Authority employees will observe and respect all copyright and license agreements regarding software, publications, or media that is downloaded or accessed from electronic sources.

2651.6 Inappropriate Use of Electronic Devices. Employees shall not use electronic devices in an inappropriate manner. Engaging in the following activities is punishable per Section 2651.3.1 of this policy:

2651.6.1 Downloading and uploading obscene, offensive or illegal materials, including but not limited to pornography, racial or religious slurs, gender-specific comments, information encouraging criminal skills or terrorism, or materials related to cults, gambling and illegal drugs. This prohibition applies to all forms of material that may be generated through use of all forms of electronic communications, including but not limited to text, images, and printed materials.

2651.6.2 Engaging in criminal or illegal activities;

2651.6.3 Participating in any activities that may negatively impact or influence the reputation of the Authority, including the broadcast of unsolicited personal views on non-business matters through Authority-owned means of electronic communication;

2651.6.4 Publishing of content of a malicious, false or vicious nature, or meant to defame any person, group or organization;

2651.6.5 Publishing of content of a violent or threatening nature;

2651.6.6 Soliciting commerce or publishing advertisements including promotion or endorsement;

2651.6.7 Releasing information that may tend to compromise the safety or security of the Authority, its employees, member agencies, or ratepayers;

2651.6.8 Releasing information of a confidential, sensitive or proprietary nature;

2651.6.9 Exploiting weaknesses in the Authority's network and internet systems for any reason.

2651.7 Monitoring of Use. Authority employees are expected to perform their duties and operate Authority equipment including its electronic devices in the best interests of and for the sole purpose of furthering the mission of the Authority. However, the Authority reserves the right to authorize the Information Technologies manager, or any other individual authorized by the Executive Director, to examine Authority-owned systems and review the data stored on those systems, and to monitor usage of the internet for infractions of this policy.

2651.7.1 Reasons for examination may result from, but are not limited to, the listed infractions in Section 2651.6.1 thru 2651.6.9; the Executive Director may, at their discretion, initiate a search and examination of Authority-owned devices at any time, and for any reason. There is no expectation of privacy in an employee's use of Authority equipment.

2700 BULLYING, HARASSMENT AND SEXUAL HARASSMENT IN THE WORKPLACE

POLICY TITLE: Equal Employment Opportunity, Harassment, Discrimination, and Retaliation Prevention Policy and Complaint Procedures

POLICY NUMBER: 2701

2700.1 It is the policy of Humboldt Waste Management Authority that there shall be no discrimination based upon race, national origin, religion, sex (including gender and pregnancy), gender-expression, gender identify, mental or physical condition, age, genetic information/characteristics, marital status/registered domestic partner status, reproductive health decision-making, military or veteran status, ~~or~~ sexual orientation, or any other basis protected by federal, state, or local law or ordinance or regulation, in any personnel action, including recruitment, appointment, transfer, training, compesantion, educational assistance, benefits, working conditions, reduction in force, restinstatement, performance evaluation, promotion, the granting of leaves, and any disciplinary or grievance action.

2700.2 Allegations of wrongdoing, such as arbitrary and discriminatory action, should be made through the "Grievance Procedure", as described in Policy #2850, or complaints to regulatory agencies.

2701.1 Workplace free from discrimination and harassment. HWMA is committed to providing a professional work environment free from discrimination and harassment, including discrimination and harassment based on a protected category, and an environment free from retaliation for participating in any protected activity covered by this policy.

2701.1.1 HWMA regards the health and safety of its Board members, employees, contractors and others as a primary responsibility. HWMA is therefore also committed to providing an environment that is free from bullying behaviors in all forms, regardless of whether it is based on a protected category, because bullying misuses power in human relationships, can affect health and well-being, and negates the dignity and autonomy of its victims.

2701.2 Application. This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. This policy applies to all officers and employees of HWMA, including, but not limited to, full- and part-time employees, temporary employees, supervisors, managers, directors, Board members, and persons working under contract for HWMA with whom an employee comes into contact with.

2701.3 Prohibited Conduct. HWMA prohibits discrimination or harassment based on the following categories (each, a "Protected Category" or "Protected Class"): race (including traits associated with race, such as hair texture and protective hairstyles), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, reproductive health decision-making, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), use of cannabis/marijuana off the job and away from the workplace, domestic violence victim status, political affiliation, and any other status protected by state or federal law.

2701.3.1 In addition to prohibiting harassment, discrimination, or retaliation based on Protected Class, or based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics, HWMA also prohibits bullying in any form. In addition, the Authority prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

2701.4 Discrimination Defined. Discrimination is the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely or in part on the employee's, or applicant's, Protected Category. Discrimination includes unequal treatment based upon the employee or applicant's association with a member of these Protected Classes.

2701.4.1 Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their Protected Category; allowing the applicant's or employee's Protected Category to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law (For example, veterans preference as permitted under Government Code §18973.1), and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their Protected Category.

2701.5 Harassment Defined. Harassment is disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the Protected Categories listed above.

2701.5.1 Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

2701.6 Sexual Harassment. Sexual harassment is based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal. Sexual harassment is generally categorized into either "Quid Pro Quo" harassment or "Hostile Work Environment" harassment.

2701.6.1 Quid Pro Quo Sexual Harassment ("this for that") examples include:
Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment.
Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.

2701.6.2 Hostile Work Environment Sexual Harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile or otherwise offensive working environment. Examples include:

- Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
- Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets.
- Leering, obscene or vulgar gestures or making sexual gestures.
- Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.

- Impeding or blocking movement, unwelcome touching or assaulting others. Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

2701.7 Bullying Defined. Bullying generally consists of unreasonable behavior that has or can reasonably be predicted to: intimidate, offend, degrade, humiliate, undermine, threaten, cause fear of harm to person or property, cause a substantially detrimental effect on physical or mental health, or substantially interfere with an employee's ability to work. It can include any intentional written, visual, verbal, or physical act, when the act or conduct has an effect as described above.

2701.7.1 Intimidation or bullying can take many forms and occur through many methods including verbally, in writing, electronically, telephonically, or through misuse of cameras and video equipment. Examples of bullying behavior include:

- verbal or written abuse;
- tormenting, taunting, using threatening gestures;
- humiliating, name-calling, yelling, sarcasm;
- constant criticism or insults;
- pushing, shoving, punching, unwanted physical contact, or any use of violence.

2701.8 Retaliation. Retaliation is any adverse employment action taken against an employee because the employee is engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

2701.8.1 Adverse employment action is conduct or action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

2701.8.2 Examples of retaliation include the following types of conduct arising because of an employee's engagement in activities protected under this policy:

- demotion;
- suspension;
- reduction in pay;
- denial of a merit salary increase;
- failure to hire or consider for hire;
- refusing to promote or consider for promotion because of reporting a violation of this policy;
- harassing another employee for filing a complaint;
- denying employment opportunities because of making a complaint or for cooperating in an investigation;
- changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace;

- treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities.

Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Authority will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the HR Department and discuss the need for an accommodation. The Authority will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant or employee who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the HR Department and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Authority will make the accommodation.

The Authority will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

POLICY TITLE: Complaint Process

POLICY NUMBER: 2702

2702.1 Any employee who believes that he or she has been the victim of prohibited harassment, discrimination, bullying, or retaliation should immediately notify his or her supervisor, or, in the alternative, the Executive Director, depending on which individual the employee feels most comfortable in contacting.

2702.2 Supervisors, managers and directors who observe or otherwise become aware of harassing, discriminatory, or retaliatory conduct that violates this Policy have a duty to notify the Executive Director so that affirmative steps are taken to promptly investigate and remedy such prohibited conduct and prevent its recurrence.

2702.3 If the incident directly involves the Executive Director, the employee should report the matter directly to the Chair of the Board of Directors or to the HWMA's General Counsel.

2702.4 An informal complaint is made verbally by the employee to their immediate supervisor or the Executive Director.

2702.5 A formal complaint is made in writing by the employee to their immediate supervisor or the Executive Director.

2702.6 In addition to lodging a verbal or written complaint with a representative from the HWMA, an employee may file a complaint with the ~~California Department of Fair Employment and Housing~~ (Civil Rights Department (CRD, www.calcivilrights.ca.gov) and/or and the U.S. Equal Employment Opportunity Commission (EEOC, <http://www.eeoc.gov/employees>).

POLICY TITLE: Complaint Response and Investigation Process

POLICY NUMBER: 2703

2703.1 Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the Executive Director so the Authority can try to resolve the complaint. Any supervisory employee who receives a verbal or written harassment complaint shall at all times maintain the confidentiality of the accusing employee and immediately forward the complaint to the Executive Director, or the Chair of the Board of Directors or HWMA General Counsel if the Executive Director is an accused party.

2703.2 The Executive Director will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Executive Director may, however, delegate the investigation at his/her discretion, including the hiring of an outside investigator. The Executive Director is encouraged to consult with General Counsel during the investigation process.

2703.3 The Executive Director may initiate an investigation whenever he/she has reason to believe that conduct that violates this policy has occurred regardless of whether a complaint is filed, or if a filed complaint is withdrawn.

2703.4 The investigation will be conducted as soon as feasible, and should proceed and conclude quickly. However, expediency is not allowed to compromise the investigation's thoroughness or fairness. At all times during the investigation, the investigator shall be impartial, neutral and avoid the perception of bias.

2703.5 If the Executive Director is an accused party, the Chair of the Board of Directors shall coordinate with the Authority's General Counsel for completion of the investigation.

2703.6 HWMA shall take reasonable steps to protect the complaining party and/or other employees from any retaliation as a result of the complaint or the investigation.

2703.7 All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. Upon completion of the investigation, if misconduct is substantiated

2703.8 The person initiating the complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.

2703.9 At a minimum, the investigation shall include:

- Dissemination of a copy of this policy to the complaining party, the accused party and any other applicable persons;
- Interviews with (1) the complaining party; (2) the accused party; and (3) any other persons the investigator has reason to believe may have relevant knowledge concerning the complaint, which may include employees who have experienced similar conduct;
- Receipt from the complaining party if offered the type of relief they feel is warranted for the accused party, which will be considered in evaluating the complaint and in determining the appropriate disciplinary action, if the charge is confirmed;
- A review of factual information gathered through the investigation process; and
- The prompt development of a report of the investigation results.

2703.10 A written record of any investigation of an alleged prohibited conduct shall be maintained.

POLICY TITLE: Disciplinary Procedures and Sanctions
POLICY NUMBER: 2704

2704.1 Upon receiving the investigation report, the Executive Director, or Board of Directors, as appropriate, shall make a determination of whether a violation of this policy has occurred, giving consideration to all the factual information and the totality of circumstances, including the nature of the conduct, and the context in which the alleged prohibited conduct occurred. Where prohibited conduct is found to have occurred, appropriate corrective and preventative action shall be taken by HWMA which shall be calculated to end the conduct, including discipline where warranted.

2704.2 Corrective action may include, but is not limited to, verbal or written warning, reprimand, suspension, demotion, or termination.

2704.3 Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. Making the employee whole may involve reinstatement, back pay, promotion, etc.

POLICY TITLE: _____Confidentiality
POLICY NUMBER: 2705

2705.1 All complaints, records, and information related to the investigation of any alleged prohibited conduct and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law as part of the investigatory or disciplinary process, or as otherwise reasonably necessary. Information relating to the investigation may be shared on a limited basis only as necessary to complete the investigation and take appropriate action.

POLICY TITLE: Dissemination of Policy
POLICY NUMBER: 2706

2706.1 Dissemination of Policy. A hard copy of this Policy shall be disseminated to all HWMA employees and Board members with an acknowledgement form for the employee or Board member to sign, when:

- Hired or appointed;
- At any time the policy is amended;
- Upon request; and
- To any person who files a complaint under this Policy.

2706.2 At the employee or Board member's request, this Policy may be sent electronically with an acknowledgement return form, instead of provided in printed form.

2706.3 This Policy will be discussed at staff level meetings on a regular basis, at least every six months.

2800 PERFORMANCE EVALUATION

POLICY TITLE: Performance Evaluation
POLICY NUMBER: 2801

2801.1 This policy shall apply to all Regular employees.

2801.2 The Executive Director, or designated representative, shall conduct a scheduled performance review of each Regular employee annually at the employee's anniversary date of hire. If the employee's immediate supervisor is not the evaluator, they shall be consulted during the preparation of the evaluation.

2801.3 Performance evaluations shall be in writing on forms prescribed by the Executive Director. Said evaluation shall provide recognition for effective performance and also identify areas that need improvement. In addition to providing scaled scores in each performance and characteristic category, the evaluator will also provide a narrative.

2801.4 The performance evaluation shall be signed by the evaluator and shall be discussed with the employee. The employee will be provided an opportunity to prepare a written response to the evaluation that will be attached to the evaluation for inclusion in their personnel file.

2801.5 Unscheduled performance evaluations may be made at the discretion of the Executive Director or designated representative.

POLICY TITLE: Transfer
POLICY NUMBER: 2826

2826.1 The Executive Director, at their discretion, and in the best interests of the Authority, may approve the transfer of an employee from one division to another, in a position with similar job duties and responsibilities and in the same pay grade as the previous position. Such transfer may come at the request of the Division Director of the employee, the Division Director to which the employee is being transferred, the employee, or the Executive Director.

POLICY TITLE: Promotion
POLICY NUMBER: 2827

2827.1 Employees promoted to a position with a higher salary range may be paid either at the minimum rate of the new range or at the nearest higher rate that the employee would otherwise be entitled to on the date the promotion is effective, whichever is greater.

POLICY TITLE: Voluntary Demotion
POLICY NUMBER: 2828

2828.1 An employee may request a voluntary demotion to a grade below their current grade for any reason. At the discretion of the Executive Director, if a vacancy exists, and in the best interests of the Authority, may consider and approve the demotion, including establishing an effective date of the demotion and any required transition planning to replace the employee making the request. Voluntary demotion to a lower grade will be at the pay step with the least impact to the employee's current wage. In no case does this preclude the possibility that, to accommodate the employee's request, the pay step with the least impact to the employee's current wage may result in a decrease in pay.

2850 GRIEVANCE

POLICY TITLE: Grievance
POLICY NUMBER: 2851

2851.1 This policy shall apply to all employees in all classifications.

2851.2 The purpose of this policy is to provide a procedure by which an employee may formally claim that they have been affected by or reason to believe the occurrence of a violation, misapplication, or misinterpretation of a law, Authority policy, rule, regulation, or instruction. This policy expressly recognizes state whistle blower laws that prohibit an employer from retaliating against an employee for disclosing information to a government or law enforcement agency, or participating in a specific activity, where the employee has reasonable cause to believe that the information discloses or the specific activity would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

2851.3 Specifically excluded from the grievance procedure are subjects involving the amendment of state or federal law; resolutions adopted by the Authority's Board of Directors, ordinances or minute orders, including decisions regarding wages, hours, and terms and conditions of employment.

2851.4 Grievance Procedure Steps.

2851.4.1 Level I, Preliminary Informal Resolution. Any employee who believes they have a grievance shall present the evidence thereof orally to their immediate supervisor within five working days after the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter within three working days after the presentation of such evidence. It is the intent of this informal meeting that at least one personal conference be held between the employee and the immediate supervisor.

2851.4.2 Level II, Executive Director. If the grievance has not been resolved at Level I, the grievant may present their grievance in writing to the Executive Director within ten working days after the occurrence of the act or omission giving rise to the grievance.

2851.4.2.1 The statement shall include the following:

- (a) A concise statement of the grievance including specific reference to any law, policy, rule, regulation, and/or instruction deemed to be violated, misapplied or misinterpreted;
- (b) The circumstances involved;
- (c) The decision rendered by the immediate supervisor at Level I;
- (d) The specific remedy sought.

2851.4.2.2 The Executive Director shall communicate their decision within ten days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. If the Executive Director does not respond within the time limits, the grievant may appeal to the next level. Time limits for appeal shall begin the day following receipt of the Executive Director's written

decision. Within the above time limits, either party may request a personal conference with the other.

2851.4.3 Level III, Board of Directors. In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Authority Board of Directors within five (5) days. The statement shall include a copy of the original grievance; a copy of the written decision by the Executive Director; and a clear, concise statement of the reasons for the appeal to Level III.

2851.4.3.1 The Board of Directors, as soon as possible at a regular monthly meeting of the Board, shall schedule a hearing in closed session, as permitted by and in accordance with the Brown Act (Government Code §549050 et seq.) to formally receive the written grievance and the answers thereto at each step and to hear evidence regarding the issue or issues. The Board's decision shall be announced in open session immediately after the closed session in which it was made.

2851.4.3.2 In the event the subject matter of the grievance directly concerns the Executive Director, the grievant may file a grievance with the Board of Directors without first exhausting the Level I and Level II procedural steps otherwise required. The grievance shall be in writing, signed and dated by the complaining employee, and shall present a statement of the circumstances that form the basis for the alleged grievance. The provisions of Section 2180.4.3.1 above shall apply to any such grievance.

2851.5 Basic Rules.

2851.5.1 If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved.

2851.5.2 The Executive Director may temporarily suspend grievance processing on an Authority-wide basis in an emergency situation. Employees covered by this policy may appeal this decision to the Board of Directors.

2851.5.3 A copy of all formal grievance decisions shall be placed in the employee's permanent personnel file.

2900 DISCIPLINARY ACTIONS

POLICY TITLE: Disciplinary Actions
POLICY NUMBER: 2901

2901.1 Disciplinary action may consist of an oral warning or reprimand, written warning or reprimand, suspension with or without pay, dismissal, demotion, or reduction in pay. Oral reprimands or written warnings will identify the behavior and necessary corrective actions. The Executive Director may discipline any employee for cause and may impose any level of discipline they deem appropriate following a course of progressive discipline. Disciplinary action may be initiated by the Executive Director on their own initiative or upon written recommendation of the employee's supervisor.

2901.2 Grounds for Discipline include but are not limited to.

2901.2.1 Discourteous treatment of the public or fellow employees.

2901.2.2 Drinking of intoxicating beverages or use of illegal or non-prescribed drugs on the job or arriving on the job under the influence of such beverages or drugs.

2901.2.3 Habitual absence or tardiness.

2901.2.4 Abuse of sick leave.

2901.2.5 Disorderly conduct.

2901.2.6 Incompetence or inefficiency.

2901.2.7 Being wasteful of material, property, or working time.

2901.2.8 Violation of any lawful or reasonable regulation or order made and given by an employee's supervisor; insubordination.

2901.2.9 Neglect of duty.

2901.2.10 Dishonesty.

2901.2.11 Misuse of Authority property.

2901.2.12 Willful disobedience.

2901.2.13 Conduct unbecoming an Authority employee.

2901.2.14 Job abandonment , for example, walking off the job, unapproved absences or tardiness.

2901.2.15 Violation of the Bullying, Harassment and Sexual Harassment Policy 2700.

2901.2.16 Violation of any safety requirement, protocol, rule, policy, direction, order, or good practice.

2901.2.17 Any conduct identified in Policy 2600.

2901.4 All negative evaluations or letters of warning shall remain part of the employee's personnel file.

~~Negative evaluations shall not be used by the Executive Director in decisions to dismiss if the performance has improved or the action which merited a warning has not recurred for a period of at least one year.~~

2901.5 Any disciplinary action which may result in suspension without pay, demotion, or dismissal, shall be set forth in writing to the employee at least five working days before the proposed effective date or dates. This notice shall be prepared by the Executive Director after consultation with the Authority Legal Counsel and shall contain the following:

- 2901.5.1** A description of the proposed action and its effective date or dates, and the ordinance, regulation, policy, or rule violated;
- 2901.5.2** A statement of the acts or omissions upon which the action is based;
- 2901.5.3** A statement that a copy of the materials upon which the action is based is attached or available for inspection upon request;
- 2901.5.4** A statement advising the employee of the right to request an administrative hearing with the Executive Director to provide evidence or explanation, either orally or in writing, responding to the proposed action prior to the effective date of the disciplinary action;
- 2901.5.5** A date by which time the employee must respond in writing if they wish to contest the action in lieu of having an administrative hearing with the Executive Director .

2901.6 All notices of proposed action shall be personally served or mailed by certified mail, return receipt requested, to the last known address of the employe~~e~~.

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2925 SEPARATION FROM AUTHORITY EMPLOYMENT

POLICY TITLE: Recruitment & Hiring
POLICY NUMBER: 2927

2927.1 The Authority participates in the California Public Employee's Retirement System (CalPERS). Retiring full-time and regular employees may be eligible to receive CalPERS retirement benefits depending on the employee's length of service credit. In addition, all employees retiring or resigning in good standing shall be entitled to payout of accrued vacation time, and any other benefits as may be provided by HWMA at the time of the employee's retirement.

POLICY TITLE: Medical Separation
POLICY NUMBER: 2928

2928.1 Medical Separation. It is the intent of the Authority to retain qualified individuals who have exemplified the mission and values of the Authority, and to assist those employees through difficult medical issues, where the Authority is positioned to assist. However, many factors, such as time to recovery, capability of job performance, work force staffing, and the ability of the Authority to provide reasonable accommodation without undue hardship, that may prevent the Authority from continuing employment of certain individuals. Separation from Authority employment for medical purposes is, generally, with the understanding that the employee leaves in good standing, and that the employee and the Authority have exhausted all potential methods for accommodating the employee through their medical leave. As such, the employee is afforded all benefits of an employee who resigns in good standing.

2928.1.1 Nothing in this policy should be construed to deny access to benefits, return-to-work rights, or required leave to an employee in a protected form of Authorized Leave of Absence allowed under State or Federal law.

POLICY TITLE: Resignation
POLICY NUMBER: 2929

2929.1 To leave Authority service in good standing, an employee must file a written notice of Resignation with the Executive Director at least two weeks before the effective date. The Executive Director may, however, grant good standing with less notice if they determine the circumstances warrant. Resignations may not be withdrawn without the Executive Director's approval.

POLICY TITLE: Layoffs
POLICY NUMBER: 2930

2930.1 Whenever, in the judgment of the Authority Board of Directors, it becomes necessary, due to the lack of work, lack of funds, or other economic reason, or because the necessity for a position no longer exists, the Board of Directors may abolish any position of employment, and the employee holding such position may be laid off or demoted.

2930.1.1 Employees to be laid off shall be given notice at least 14 calendar days in advance of the layoff date.

2930.1.2 Except as otherwise provided, whenever there is a reduction in the work force, the Executive Director shall first demote to a vacancy, if any, in a lower position for which the employee who is the latest to be laid off is qualified.

2930.1.3 An employee affected by layoff may have retreat rights to displace an employee who has less seniority in a lower position that the employee has previously occupied or supervised. For the purpose of this document, seniority includes all periods of full-time service at or above the retreat position being considered.

2930.1.4 In order to retreat to a former or lower position, an employee must request displacement action in writing to the Executive Director within five working days of receipt of the layoff notice.

2930.1.4.1 Employees retreating to a lower position shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the position from which the employee was laid off.

POLICY TITLE: Dismissal of Employee
POLICY NUMBER: 2931

2931.1 A Regular or Temporary employee may be dismissed at any time by the Executive Director for cause, and after consulting with Authority Legal Counsel. ~~The following shall constitute sufficient cause for dismissal.~~ While it's not possible to provide employees with a complete list of every possible type of disciplinary offense, the following are some examples of the types of conduct that are considered impermissible:

2931.1.1 Conviction of a felony;

2931.1.2 Fraud in securing employment;

2931.1.3 Misappropriation of Authority funds or property;

2931.1.4 Intentional or gross misconduct; and,

2931.1.5 Failure to respond or improve regarding an item specified in, "Grounds for Discipline", of

Policy 2901.2, after an evaluation, previous discipline, or corrective action plan has failed to produce an improvement to performance.

2931.1.6 Following an interactive process and if accommodation presents an undue hardship, Incapacity due to mental or permanent physical disability rendering the employee unable to perform job duties.

2931.1.7 Refusal to authorize release of Public Health Information (PHI)

2931.2 A probationary employee may be dismissed at any time during a probationary period without right of appeal or hearing. In case of such dismissal, the Executive Director shall notify the dismissed probationary employee in writing that they are being separated from Authority service.

2931.3 All employees shall be provided with a notice of dismissal, with a copy placed into the employee's personnel file. This notice shall be prepared by the Executive Director after consultation with Authority Counsel and shall contain the following:

2931.3.1 A description of the proposed action and its effective date or dates;

2931.3.2 A statement of the acts or omissions upon which the action is based.

POLICY TITLE: Confidentiality Regarding Separation from Employment

POLICY NUMBER: 2932

2932.1 To the extent permitted by law, Authority staff and Directors shall keep confidential the circumstances giving rise to an employee's resignation separation from employment with the Authority.

2932.1.1 This policy is itself a public record which the Authority must release upon request.

POLICY TITLE: Letters of Recommendation

POLICY NUMBER: 2933

2933.1 The Board of Directors recognizes that the Authority faces exposure to significant liability through the provision of letters of recommendation by and for Authority employees. The Board finds that it is, therefore, in the best interests of the Authority that narrative letters of recommendation not be issued by individuals in their capacity as Authority employees, or which could be reasonably interpreted as written in the individual's capacity as an Authority employee. The Authority's Executive Director, or their designee, may provide confirmation of dates worked and positions held by a requesting employee.

2950 EMPLOYEE REQUEST FOR PERSONNEL RECORDS

POLICY TITLE: Employee Request for Personnel Records

POLICY NUMBER: 2951

2951.1 The Authority maintains confidential employment records for each employee. In order to maintain an accurate, readily accessible file system, Authority employees who wish to access and inspect their payroll and personnel records held by the Finance Department must make a request, either orally, or in writing of the Director of Finance ~~and Administrative Services~~ or Administrative Services staff. Staff will retrieve the

record and make a copy for employee's use.

2951.2 In the event Finance Staff are not on hand, finance files will be inaccessible. Requests for information should be made in such a way that Finance Staff will be able to fill those requests in a timely manner, at such time as they can perform the required research and duplication of the files requested.

~~**2951.3**—Employees may review non-payroll records in their personnel files by request made to the Director of Finance and Administrative Services.~~