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1907
ARTICLE 5
OTHER SERVICES

1908 **5.1 Customer Billing**

1909 Company shall not be responsible for preparing or distributing Billing notices to any
1910 accounts entitled to service unless notified in writing one hundred twenty days (120) in
1911 advance by the CCCSWA. Should Company be directed to provide Billing services, they
1912 shall do so as described in Article 5 of the Solid Waste Collection Company Franchise
1913 Agreement. Company will be entitled to reasonable reimbursement (plus profit equal to
1914 the Company's operating ratio) for the cost of providing these Billing services under this
1915 Agreement.

1916 It is the responsibility of the Solid Waste Collection Company to collect payment for all
1917 Collection services provided pursuant to the Solid Waste Collection Company Agreement
1918 and to this Agreement. It shall be the responsibility of the Solid Waste Collection
1919 Company to remit payment to Company for provision of Recyclable Materials, Green
1920 Waste and Food Waste Collection services equal to one-twelfth (1/12th) of the amount
1921 determined to be Company's Compensation by the twentieth (20th) day of the month in
1922 which the payment is due. Company shall be entitled to a late fee of two percent (2%) of
1923 the amount owing for that month. Company shall be entitled to an additional two percent
1924 (2%) for each following thirty (30) day period payment remains unpaid. CCCSWA may
1925 also direct Company to prepare mailers relating to service for inclusion with the Billings.
1926 The mailers must fit in standard envelopes and not increase the required postage.

1927 Company shall within seven (7) Working Days inform the Solid Waste Collection
1928 Company of changes in service provided by Company to existing Customers, of
1929 Customer-requested vacation holds for Recycling and Green Waste-only Customers, and
1930 of new Recycling and Green Waste-only Customers. Recycling and Green Waste-only
1931 Customers do not receive Collection services from the Solid Waste Collection Company.
1932 Failure to notify Solid Waste Collection Company will result in inadequate Billings and
1933 Company will only receive compensation from date of notification of service changes to
1934 Solid Waste Company.

1935 When discrepancies exist between the Company and the Solid Waste Collection
1936 Company regarding the number of accounts, CCCSWA shall determine the proper
1937 number of accounts based on its review of data.

1938 **5.2 Customer Service**

1939 **A. Local Office**

1940 Company shall maintain a local office in the Service Area. Office hours shall be,
1941 at a minimum, from 8:00 A.M. to 6:00 P.M., Monday through Friday, exclusive
1942 of holidays. A responsible and qualified representative of Company shall be

1943 available during office hours for communication with the public at the local
1944 office.

1945 **B. Telephone Access**

- 1946 1. **Telephone Call Transfer from the Solid Waste Collection Company.**
1947 Solid Waste Collection Company shall provide a local telephone number
1948 that allows callers to be automatically transferred to the Company, as
1949 appropriate. It shall be the Solid Waste Collection Company's
1950 responsibility to ensure that transferred callers experience no changes in
1951 volume or clarity from that associated with direct calls to the Company.
1952 The Company shall determine the appropriate volume for call transfers,
1953 and shall within one (1) Working Day inform the Solid Waste Collection
1954 Company and CCCSWA of any technical difficulties experienced by
1955 Customers trying to reach the Company via phone transfer from the Solid
1956 Waste Collection Company.
- 1957 2. **Telephone Access to Company.** Normal office hour telephone numbers
1958 shall either be a local or toll free call. Customer service representatives
1959 shall be available by telephone during the open hours of the local office.
1960 Company shall also maintain a local or toll free telephone number for use
1961 during other than normal business hours. Company shall have a
1962 representative, answering or message providing/receiving (voice-mail)
1963 service available at said after-hours telephone number.
- 1964 3. **Telephone System Performance Requirements.** Company shall install
1965 telephone equipment sufficient to handle the volume of calls typically
1966 experienced on the busiest days and such telephone equipment shall be
1967 capable of recording the responsiveness to each call. Company shall meet
1968 the following standards for the provision of Customer service by
1969 telephone, subject to liquidated damages as provided in Section 11.3:
- 1970 a. Minimum percentage of calls answered by a live person during
1971 regular office hours within 45 seconds – 95 percent
- 1972 b. Minimum percentage of calls to voicemail between 45 and 60
1973 seconds of receipt- 100 percent
- 1974 c. Maximum hold time of three minutes or less after proceeding
1975 through the prompt cycle - 100 percent
- 1976 d. Callbacks for messages left on a Working Day by Noon – by end
1977 of same Working Day

Route Personnel		Proposed FTE
Residential Recycling and Yard Waste		53
	Subtotal	53
Other Personnel		Proposed FTE
CEO/COO		
General Manager		0.5
Controller		1
Office Manager		1
Operations Manager		1
Operations/Route Supervisor		1
Dispatcher		1
Container Distribution		2
Operations Clerk		
Community Relations Manager		
Recycling/Public Ed. Coordinator - buy back center		2
Customer Service Supervisor		1
Customer Service Representatives		2
Billing and Collections Manager		
Accounting Clerk		1
Receptionist		
Safety Manager		
Maintenance Supervisor		
Shop Foreman		2
Yard Personnel		1
Maintenance Personnel		8
Recycling Manager		1
Other: Maintenance Manager		1
Other: Operations Foreman		
Other: Maintenance Clerk		1
	Subtotal	27.5
Total		80.5

1497 notified Company of a complaint related to discou
1498 Company will consider reassigning the employee to duties not requiring contact
1499 with the public while Company is pursuing its investigation and corrective action
1500 process.

1501 Company shall provide suitable operations, health and safety training for all of its
1502 employees who use or operate equipment or who are otherwise directly involved
1503 in Collection or other related operations.

1504 Company shall employ and provide ongoing training to the number of Customer
1505 service representatives (CSRs) necessary to provide the level of Customer service
1506 specified in Article 5 and elsewhere in this Agreement, regardless of the number
1507 specified in the Service Specifications (Exhibit 3G). The primary responsibility of
1508 the CSRs is answering and addressing telephone and e-mail requests including
1509 for, but not limited to, new service, service changes, missed pick-ups, other
1510 service-related complaints, Billing inquiries, and services provided by the Solid
1511 Waste Collection Company. CSR's shall be fully trained to address the entire
1512 range of Customer service issues, and shall be fully trained in the use of
1513 Telecommunications Devices for the Deaf (TDD) services to communicate with
1514 hearing-impaired Customers. Company shall not use temporary staff for longer
1515 than one month without providing them with the training necessary to address the
1516 full range of Customer service issues.

1517 1. **Reduction in Personnel.** Any proposed reduction in personnel from the
1518 numbers described above requires prior written approval by the CCCSWA
1519 unless such personnel reduction is a direct and reasonable result of a
1520 reduction in vehicles as described in Section 4.4.B.

1521 2. **Identification Required.** Company shall provide its employees, Related
1522 Party Entities and subcontractors with identification for all individuals
1523 who may make personal contact with residents or businesses in the Service
1524 Area. The CCCSWA may require Company to notify Customers yearly of
1525 the form of said identification. Company shall provide a list of current
1526 employees, companies, and subcontractors to the CCCSWA upon request.

1527 3. **Fees and Gratuities.** Company shall not, nor shall it permit any agent,
1528 employee, or subcontractors employed by it to request, solicit, demand, or
1529 accept, either directly or indirectly, any compensation or gratuity for any
1530 services performed under this Agreement.

1531 4. **Non-Discrimination.** Company shall not discriminate in the provision of
1532 service or the hiring of Persons engaged in performance of this Agreement
1533 on account of race, color, national origin, ancestry, marital status, religious
1534 creed, sexual orientation, sex, age, physical disability or mental disability
1535 in violation of any applicable federal, state, or local law.