



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

**MEETING NOTICE
RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD**

Date: Thursday, October 22, 2020
Time: 10:00 am to 12:00 pm
Virtual Meeting: <https://zoom.us/j/91654132503?pwd=Qll6Y2gvYm8xc2dDRmJDa0w1THZGdz09>
Meeting ID: 916 5413 2503 | Passcode: 349289 | Phone: 1-651-372-8299

The Chair of the Ramsey/Washington Recycling and Energy Board has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the declared state and local emergencies. Commissioners will participate by telephone or other electronic means and the Board meeting will be conducted pursuant to and in compliance with Minnesota Statute 13D.021 and 13D.04 Subd. 3. Members of the public will be able to watch the public meeting live online.

AGENDA:

- I. Call to Order, Introductions, Commissioner Roll Call**
- II. Approval of Agenda** Action Page 1
- III. Approval of Minutes – September 24, 2020 Board Minutes** Action Page 2
- IV. Consent Agenda – No items**
- V. Governance – No items**
- VI. Management and Administration**
 - a. 2020 Budget Status Information Page 9
 - b. 2020 Joint Activities - Ramsey County Additional Programs Funding Action Page 11
 - c. Salary Schedules Action Page 15
 - d. 2021 Labor Agreement Action Page 23
 - e. Authorize Processing Enhancements Solicitations Action Page 54
 - f. Letter to MPCA – Certificate of Need Metro Landfills Action Page 59
- VII. Policy – No items**
- VIII. Updates and Reports** Information Page 62
 - a. Facility Updates
 - b. Joint Activities Updates
 - c. Procurement Report
- IX. Other**
 - a. Invitation for comments from Ex Officio R&E Board members: Information
MPCA and City of Newport
- X. Adjourn**

NEXT MEETING: Executive Committee | Thursday, December 10, 2020 | 10 am – 12 pm | Zoom meeting



SEPTEMBER 24, 2020

RAMSEY/WASHINGTON RECYCLING & ENERGY BOARD MINUTES

A meeting of the Ramsey/Washington Recycling & Energy Board (R&E Board) was held as a remote Zoom meeting at 10:00 a.m. on Thursday, September 24, 2020. Essential staff participants met at the Ramsey County Environmental Health Office, 2785 White Bear Avenue North, Suite 350, Maplewood, Minnesota. Other participants joined through Zoom.

The Chair of the Ramsey/Washington Recycling and Energy Board has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the declared state and local emergencies. Commissioners will participate by telephone or other electronic means and the Board meeting will be conducted pursuant to and in compliance with Minnesota Statute 13D.021 and 13D.04 Subd. 3. Members of the public will be able to watch the public meeting live online.

MEMBERS PRESENT

Commissioners Wayne Johnson, Gary Kriesel, Fran Miron, Lisa Weik – Washington County
Commissioners Toni Carter, Trista MatasCastillo, Mary Jo McGuire, Rafael Ortega, Victoria Reinhardt – Ramsey County

MEMBERS ABSENT

Commissioner Jim McDonough (Alt) – Ramsey County
Commissioner Stan Karwoski (Alt) – Washington County

EX-OFFICIO MEMBERS PRESENT

Dave Benke, MPCA
Dan Lund, Mayor, City of Newport

IN ATTENDANCE AT RAMSEY COUNTY ENVIRONMENTAL HEALTH

Zack Hansen, Sam Holl, Katie Keller, John Ristad, Nikki Stewart, Jody Tharp, Jordan Thone

ALSO ATTENDING

Leigh Behrens, Mary Elizabeth Berglund, John Berns, Olivia Boerschinger, Amos Briggs, Shannon Conk, Kevin Corbid, Max Dalton, Rae Eden Frank, Jamie Giesen, Kelli Hall, Sam Hanson, Matt Herman, Fatima Janati, Lowell Johnson, Hannah Keller, Katie Keller, J. Ketchum, Jennefer Klennert, Nate Klett, Kevin Magnuson, Ashley Marston, Leslie Duling McCollam, Andrea McKennan, Tate Moeller, Leo Moreno, Jessica Paquin, Melissa Peck, Mark Riegel, Afriani Rohim, Ken Smith, Alyssa Soderlund, John Springman, Mark Stoltman, David Suihkonen, Mark Thompson, Darren Tobolt, Britta Torkelson, Ryan Tritz, Rob Vanasek, Sam Walseth, Kris Wehlage, Joe Wozniak, Margaret Zuckweiler

CALL TO ORDER

Chair Miron called the meeting to order at 10:02 a.m. The statement regarding conduct of a remote meeting was read by Chair Miron. Introductions of participants present at Maplewood were made. A roll call of commissioners was conducted.

APPROVAL OF THE AGENDA

Commissioner Ortega moved, seconded by Commissioner MatasCastillo, to approve the agenda.

Roll Call:	<u>Commissioner</u>	<u>Aye</u>	<u>Nay</u>
	Carter		
	Johnson	X	
	Kriesel	X	
	MatasCastillo	X	
	McGuire	X	
	Miron	X	
	Ortega	X	
	Reinhardt	X	
	Weik	X	

Ayes: 8 Nays: 0 Motion Carried.

APPROVAL OF MINUTES - AUGUST 20, 2020

Commissioner Reinhardt moved, seconded by Commissioner Ortega, to approve the minutes of the August 20, 2020 meeting.

Roll Call:	<u>Commissioner</u>	<u>Aye</u>	<u>Nay</u>
	Carter		
	Johnson	X	
	Kriesel	X	
	MatasCastillo	X	
	McGuire	X	
	Miron	X	
	Ortega	X	
	Reinhardt	X	
	Weik	X	

Ayes: 8 Nays: 0 Motion Carried.

CONSENT AGENDA

Chair Miron asked for discussion on consent agenda items. Commissioner Weik moved, seconded by Commissioner MatasCastillo, to approve the consent agenda. The R&E Board:

- Approves the following agreements, and authorizes the chair to execute these agreements, upon approval as to form by the Ramsey and Washington County Attorneys:
 1. Approve an amendment to the agreement between R&E and Foth Infrastructure & Environment, LLC with a term of January 1, 2020 through December 31, 2021, for engineering and technical consulting skills for an additional amount of \$75,000, resulting in the total not to exceed of \$515,000.
 2. Approve the Human Resources Purchase of Services Agreement with Ramsey County Human Resources, with a term of January 1, 2021 through December 31, 2021.
 3. Approve the Fiscal Agent Agreement between R&E and Ramsey County, with a term of January 1, 2021 through December 31, 2025.

SUBJECT: R&EB 9-24-2020 Minutes

- Sets a meeting date for an R&E Board meeting on Thursday, October 22, 2020 at 10:00 a.m., to be held in a virtual setting.
- Authorizes the Joint Leadership Team to make necessary budget adjustments related to these items.

Roll Call:	<u>Commissioner</u>	<u>Aye</u>	<u>Nay</u>
	Carter		
	Johnson	X	
	Kriesel	X	
	MatasCastillo	X	
	McGuire	X	
	Miron	X	
	Ortega	X	
	Reinhardt	X	
	Weik	X	

Ayes: 8 Nays: 0 Motion Carried.

GOVERNANCE

No items.

MANAGEMENT AND ADMINISTRATION

UBC Equipment – Vendor Selection

Sam Holl, R&E contracts manager, provided an overview of vendor selection for equipment to recover used beverage cans (UBCs). UBC equipment purchase was approved in the 2018-19 Equipment Maintenance & Replacement budget. The request for proposal (RFP) was released January 20, 2020 and proposal evaluation and test visits were undertaken in March through July 2020. Use of this equipment is estimated to create an increase in recycling revenue of \$300-\$380 thousand per year.

Commissioner Carter joined the meeting.

Commissioner Kriesel inquired about life expectancy for equipment such as this, and whether it will be readily adaptable to future processing lines. Nate Klett, Foth, Inc., stated that robotics are relatively new to market (7-9 years). Estimates are for payback in 6+ years, with minimal maintenance after that. The equipment will be adaptable to future lines.

Commissioner Johnson asked if the projected \$300-\$380 thousand per year increase in revenue is based on current recycling market revenue. Holl confirmed that basis.

Commissioner Miron asked about how many vendors responded to the RFP and the range in bids. Holl responded that four proposals were received, ranging from \$240 thousand to \$1.3 million.

Commissioner Reinhardt moved, seconded by Commissioner MatasCastillo, to approve the UBC Equipment Vendor Selection. The R&E Board:

- Approves Bulk Handling Systems (BHS) as the vendor for used beverage container (UBC) sorting equipment and authorizes the Joint Leadership Team to execute agreement(s) with BHS and required infrastructure design, fabrication and construction vendors as needed to complete the UBC

SUBJECT: R&EB 9-24-2020 Minutes

sorting project in accordance with R&E procurement guidelines and within a project budget that shall not exceed the \$450,000, following approval by the county attorney.

Roll Call:	<u>Commissioner</u>	<u>Aye</u>	<u>Nay</u>
	Carter	X	
	Johnson	X	
	Kriesel	X	
	MatasCastillo	X	
	McGuire	X	
	Miron	X	
	Ortega	X	
	Reinhardt	X	
	Weik	X	

Ayes: 9 Nays: 0 Motion Carried.

POLICY

No items.

UPDATES AND REPORTS

Facility Updates

Sam Holl, interim co-facility manager, presented an update on facility projects. In early September, R&E Center took delivery of an electric vehicle (EV) yard tractor obtained through an MPCA Diesel Emission Reduction Act (DERA) grant. R&E Center staff have expressed satisfaction with the operation of the new vehicle. R&E has applied for a second DERA grant.

Holl presented an overview of the administration building renovation and loadout enclosure project which began the week of September 14. He shared architectural drawings of both spaces.

Holl provided an update on the end-use markets for byproducts request for proposals exploring processing solutions that may include anaerobic digestion, gasification and chemical recycling. On September 17, R&E staff held a pre-proposal conference in which 68 individuals from at least 40 companies were present. Proposals are due December 4, 2020.

Commissioner McGuire inquired about the timeframe for this effort. Holl stated staff will evaluate proposals and bring a request to the board to approve selection of vendors for Phase II. Phase II will conclude at the end of 2021, and selected vendors will go on to the design phase.

Joint Activities Updates

Sam Hanson, joint activities manager, presented an overview of recent accomplishments for R&E programs. *BizRecycling:*

Grant numbers are down from last year due to the pandemic. As of September 21, around 150 site visits were completed by consultants, roughly half of last year's numbers. Slightly under \$300 thousand in grants have been allocated, roughly half what was allocated at this time last year. Reduced grant and site visits are primarily pandemic-related, with businesses shut down, consultants unable able to visit businesses, and concerns for keeping business employees and consultant staff safe. BizRecycling has been able to re-engage in the last two to three months. BizRecycling has more grant money in 2020 than 2109 (\$1.3 million vs. \$1 million) and fewer grant requests.

BizRecycling Relief Grants:

In an effort to find new ways to support business affected by the pandemic, new one-time grants were created to support small businesses facing financial hardship. Relief grants are available for up to \$10 thousand for expenses related to waste reduction, recycling and food recovery. The grant application process was streamlined to disperse money quickly, and grants are being promoted through existing partnerships and in coordination with other county resources. Applications are being accepted through October 31, 2020.

Between August 17 and September 21, 67 applications were received (80% Ramsey County, 20% Washington County). The average request is \$7342, with a total of \$491,933 requested. In that one-month timeframe, more relief grant applications were received than for the standard BizRecycling grants in 2020 and for almost twice the amount of money. A review will be conducted at the end of September to evaluate the grant budget to determine if adjustments need to be made to meet the needs of businesses.

Commissioner Reinhardt inquired how these grants are different from regular BizRecycling grants and how they fit into the budget. Hanson said relief grants are pulling from the same \$1.3 million grant pool. The relief grants have focused on operations and ongoing costs during pandemic, things that wouldn't normally be covered by a regular BizRecycling grant, such as helping restaurants purchase compostable or recyclable takeout materials for to-go orders, reimbursing for recycling and organics hauler costs, and staff time related to waste reduction.

Commissioner Reinhardt asked whether businesses can apply for both types of grants. Hanson stated that businesses are able to apply for both grant types. BizRecycling is using relief grants as an opportunity to engage businesses.

Commissioner McGuire inquired what the percentage is of new grantees versus existing BizRecycling grantees. Hanson said that close to half have engaged in the program in the past.

Commissioner McGuire asked how information on the relief grant opportunity is getting out to businesses. Hanson said BizRecycling is working with partners such as chambers of commerce, consultants, community engagement organizations and county communications teams, as well as advertising.

Commissioner McGuire inquired whether unallocated grant money will be reallocated at end of the year. Hanson said BizRecycling has not had money left over in the last couple of years; however, a policy exists for putting unallocated money into the EM&R budget.

Commissioner McGuire asked whether the grant period might be extended and whether BizRecycling has authority to extend it. Hanson said the current deadline is October 31, at which time they will assess program results. He doesn't anticipate extending into November.

Commissioner Carter inquired whether a resource is available to ensure that BIPOC businesses have access to the grants. Hanson said part of their work is evaluating not only the money allocated but where it has been allocated. Staff have discussed paid advertising or other outreach to specific small businesses, including BIPOC-owned.

Zack Hansen stated that these funds are Joint Activity funds from both counties. Ramsey-only funds are available that could be stretched to help with this effort. The evaluation will include this consideration, as well as how this could continue or be modified for 2021.

Multi-Unit Recycling Program

The multi-unit program is facing the same issues related to the pandemic. Interest has picked up significantly in the past two months. Around 100 sites have been visited and 11 grants approved (80% Ramsey County, 20% Washington County). The total amount approved is \$73,656, with an average approved grant of \$6,696. The 2020 grant budget is \$500 thousand.

Commissioner Reinhardt asked whether modifications have been considered, such as a relief grant program for multi-units. Hanson stated that initial conversations have been held and, while changes haven't yet been made, they will be considered over the next few months.

Food Waste Prevention:

BizRecycling is working in close collaboration with county programs to supplement county work while ensuring no duplication of effort. Education and communications efforts have increased, and grant requests related to food recovery have increased. BizRecycling is creating new food recovery relationships and exploring new ways to support Second Harvest Heartland in the future.

Pilot tests are underway with farmer's markets to glean unsold produce that would normally go back to the field for disposal. Data from the tests will be merged, and BizRecycling will look at longer-term opportunities.

1. Sunday, September 20 at Woodbury Farmer's Market, organized by St. Paul Farmer's Market.
Worked with North Country Food Alliance and St. Paul Farmer's Market to collect over 3,000 pounds of fresh produce, which was taken to two different food shelves.
2. Test planned for October 25 at Woodbury Farmer's Market, organized by St. Paul Farmer's Market.

Commissioner MatasCastillo noted that distribution sites have shared that, when they have excess food, BizRecycling has been very responsive. She inquired whether there are plans for community garden gleaning. Hanson stated that those conversations are being held.

Procurement Report

Sam Holl, R&E contract manager, presented the procurement report for the period August 1-31, 2020.

Other Reports

On Thursday, September 17, 2020, the Saint Paul Chamber of Commerce, DCR Chamber of Commerce and other local chambers presented the 2020 Leaders in Local Government Awards. The Leader in Local Government Awards honor the people and organizations who exemplify innovation, excellence, and success in local government. Commissioner Miron, Commissioner Reinhardt and Nikki Stewart represented R&E at the event in which R&E was nominated for the 2020 Leaders in Local Government award in the area of Planning, Land Use and Public Works. While the award went to the City of Vadnais Heights for their street reinvestment plan, staff and commissioners are pleased to have been recognized for the work that has been done by R&E and both counties.

OTHER

Invitation for comments from Ex Officio R&E Board members

Dave Benke, MPCA, shared that Governor Walz proclaimed this as Climate Week. The work done by R&E is directly connected to climate mitigation. The use of the MPCA DERA grant for the facility will benefit the local area through emissions reduction, and the MPCA is pleased that R&E has applied for a second DERA grant.

Dan Lund, Mayor of Newport, said that overall, the facility has done great job with investments in odor control; however, Labor Day weekend was problematic. He stated that long weekends seem to have

SUBJECT: *R&EB 9-24-2020 Minutes*

increased odor issues, perhaps related to how long garbage is left on the tipping floor. The city will be seeking increased compliance with terms of the MPCA permit, including limited time on the tipping floor, doors being closed, and litter picked up around the site. Chair Miron requested an operational report at the next board meeting addressing length of time garbage is on the tipping floor and other odor mitigation efforts.

ADJOURN

Chair Miron called the meeting adjourned at 11:20 am.

NEXT MEETING: Thursday, October 22, 2020 | 10 am – 12 pm | Zoom meeting

ATTESTED TO:

Approved: _____
Commissioner Fran Miron, Chair
October 22, 2020

Approved: _____
October 22, 2020



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
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R&E BOARD MEETING DATE:	October 22, 2020	AGENDA ITEM:	VI.a.
SUBJECT:	2020 Budget Status		
TYPE OF ITEM:	<input checked="" type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION
SUBMITTED BY:	Kris Wehlage - Accounting Manager		

R&E BOARD ACTION REQUESTED:

For information only.

EXECUTIVE SUMMARY:


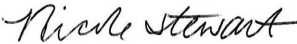

Staff will provide a report on the 2020 budget status, including year-end projections. Attached are projections for year-end 2020. These projections are based on revenue and expenses through August 31, 2020. These are the best estimates with four months remaining in the fiscal year, and are subject to change based on actual conditions during that time.

ATTACHMENTS:

1. 2020 Budget Surplus/Deficit Year-End Projection Report

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM		10/14/20
		10/14/20
		10/15/20

Ramsey/Washington Recycling & Energy
SURPLUS/DEFICIT YEAR-END PROJECTION REPORT
As of August 31, 2020

FACILITY	2020 Approved Budget	2020 Projection	Variance
Personnel Costs	7,900,217	6,896,106	1,004,111
Fuel Supply	7,020,217	5,933,929	1,086,288
Landfill	3,552,335	6,050,952	(2,498,617)
Transportation	7,299,919	5,751,898	1,548,021
Transload	2,249,644	2,267,083	(17,439)
Facility Operations	5,561,594	6,255,487	(693,893)
Contingency	509,295	-	509,295
Enterprise Reserve Fund (ERF)	1,500,000	1,500,000	
Transfer to Equipment Maintenance	1,852,500	1,852,500	-
Debt Services	1,697,155	1,697,155	-
	39,142,876	38,205,110	937,766
Revenue:	39,142,876	38,657,641	(485,235)
Surplus/(Deficit)	-	452,531	452,531
JOINT ACTIVITIES	2020 Approved Budget	2020 Projection	Variance
Project Management	1,571,964	1,694,779	(122,815)
Non-Residential Recycling	3,603,000	2,546,315	1,056,685
General Outreach	1,045,000	739,325	305,675
Policy Evaluation	870,000	955,000	(85,000)
Ramsey County Additional Programs	1,964,000	823,833	1,140,167
	9,053,964	6,759,252	2,294,712
Revenue:	9,053,964	9,053,964	-
Surplus/(Deficit)	-	2,294,712	2,294,712
EQUIPMENT MAINTENANCE	2020 Approved Budget	2020 Projection	Variance
Equipment/Maintenance	1,145,000	1,145,601	(601)



**RAMSEY/WASHINGTON
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R&E BOARD MEETING DATE:			October 22, 2020			AGENDA ITEM:		VI.b.	
SUBJECT:		2020 Joint Activities – Ramsey County Additional Programs Funding							
TYPE OF ITEM:		<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:		Kris Wehlage – Accounting Manager							

R&E BOARD ACTION REQUESTED:

Approve unspent 2020 Joint Activities – Ramsey County Additional Programs funding to be brought forward and added to the approved 2021 Joint Activities – Ramsey County Additional Programs budget.

EXECUTIVE SUMMARY:

The R&E Board approved the 2020-2021 Joint Activities Budget on July 25, 2019 with Resolution R&EB-2019-15 and again on July 23, 2020 with Resolution R&EB-2020-06. Included in the 2020-2021 Joint Activities Budget is funding specifically for programs in Ramsey County called the Ramsey County Additional Programs. The 2020 and 2021 Ramsey County Additional Programs approved budget is \$1,964,000 per year. Only Ramsey County contributed for these programs.

The COVID-19 pandemic and economic downturn has affected the ability to implement programs and services that were contemplated for the Ramsey County funds. At this time, it appears that there will be between \$415,000 and \$1,140,167 in unspent funds. As the year progresses, and specific activities are allocated to the Ramsey County funds, the actual level of unspent funds will be known. The R&E Board is requested to approve the carry-over of these funds into 2021, to be spent on the Ramsey County Additional Programs.

The following is a summary of the programs using Ramsey County-only funds:

- BizRecycling, including technical assistance, grants to businesses, additional partners and sponsorships, focusing on minority-owned businesses, including BizRecycling Relief Grants
 - In addition to the shared resources from both counties for this program, Ramsey County contributed additional resources to BizRecycling to allow for more activity. Demand for BizRecycling resources has been minimal throughout the pandemic as businesses have been closed, partners have other urgent demands, and sponsorships have been limited or postponed. Relief grants have become the primary source of activity for the program, resulting in nearly 100 applications requesting over \$700,000 in less than two months.
- Multi-unit housing technical assistance and grants

SUBJECT: 2020 JA-Ramsey County Additional Programs Funding

- Similar to BizRecycling, Ramsey County contributed additional resources to this program, on top of the shared resources from both counties, to allow for increased activities at multi-unit properties in Ramsey County. Similar to businesses, there has been limited demand for multi-unit resources during the pandemic as properties have not been accessible. Recently, consultants have been able to find interested properties to work with, but demand for grant dollars continues to be minimal as most properties are not looking to make major changes at this time.
- Food waste prevention and food recovery
 - This area of work also received funding from both counties, but Ramsey County contributed additional resources to allow for more work to be completed in their county. R&E has prioritized food recovery efforts and has established new contractual relationships with local food shelves and food recovery programs while also testing new strategies to glean fresh produce at farmers markets and community gardens.
- Business Pollution Prevention grants to small business to focus on the reduction of volatile organic compound (VOC) and other chemical emissions
 - This program only has funding from Ramsey County and is not currently available in Washington County. Businesses have been hesitant to spend any money on operational improvements during the pandemic, as most have experienced significant financial constraints. To address this increased need, guidelines for this program were adjusted to allow for a higher percentage of funding to be available to qualified businesses. Although no grant applications have been submitted yet, consultants report interest from several businesses, and they hope to see at least two applications yet this year.
- Development of compost markets
 - This effort only has funding from Ramsey County and activities have not been available in Washington County. Finished compost was purchased and delivered to community gardens in the late spring, but many other projects that could utilize compost were put on hold during the pandemic. Staff have developed a plan for working with community gardens and urban gardeners moving forward that should help develop compost markets in the future.
- Mattress and bulky waste reduction and recycling and textile reuse and recycling
 - These two program areas received funding only from Ramsey County and have not been available in Washington County. Early in 2020, the decision was made to shift focus from these efforts to develop the community resource hub idea, which is addressed in the next bullet. Resources set aside for bulky waste and textiles were reallocated to support the community resource hub planning.
- Develop a pilot community-driven reduction/reuse/recycling hub in the Rice/Larpenteur area
 - Resources originally set aside for bulky waste recycling and textile reuse were reallocated to develop a community resource hub in the Rice/Larpenteur area. Staff have developed a plan for creating this resource hub, implemented a comprehensive community engagement plan, developed new relationships with community members and businesses, and have sought commercial space for potential operations. While most of the budgeted resources have not yet been spent on this project, staff have developed a strong plan for this activity and foresee the need for financial resources in 2021.


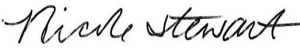



ATTACHMENTS:

1. Draft Resolution

SUBJECT: 2020 JA-Ramsey County Additional Programs Funding

FINANCIAL IMPLICATIONS:

An estimated \$415,000 to \$1,140,167 in unallocated or remaining 2020 Ramsey County Additional Programs funding will be brought forward and added to the approved 2021 Ramsey County Additional Programs funding.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	
	10/14/20
	10/15/20
	10/15/20
RAMSEY COUNTY ATTORNEY	
	10/14/20
WASHINGTON COUNTY ATTORNEY	
	10/14/20

RESOLUTION R&EB-2020-12

WHEREAS, The Ramsey/Washington Recycling & Energy Board (“R&E Board”) is governed by the amended and restated joint powers agreement by and between Ramsey County and Washington County dated September 22, 2015 (“Joint Powers Agreement”); and

WHEREAS, The Joint Powers Agreement provides that the R&E Board shall establish a Joint Activities Budget; and

WHEREAS, The R&E Board approved the 2020-2021 Joint Activities Budget on July 25, 2019 with Resolution R&EB-2019-15; and

WHEREAS, The R&E Board approved the 2021 Joint Activities Budget on July 23, 2020 with Resolution R&EB-2020-06; and

WHEREAS, The 2020 and 2021 Joint Activities Budget includes programs specifically funded by Ramsey County in the amount of \$1,964,000 per year; and

WHEREAS, There are projected unspent 2020 Ramsey County Additional Programs funding available. NOW, THEREFORE, BE IT

RESOLVED, The Ramsey/Washington Recycling & Energy Board (“R&E Board”) hereby approves any unspent or unallocated portion of the 2020 Ramsey County Additional Programs budget be brought forward and added to the approved 2021 Ramsey County Additional Programs budget.

Fran Miron, Board Chair
October 22, 2020

Attest
October 22, 2020



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:			October 22, 2020			AGENDA ITEM:			VI.c.		
SUBJECT:		Salary Schedules									
TYPE OF ITEM:		<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION			ACTION	<input checked="" type="checkbox"/>	CONSENT	
SUBMITTED BY:		Joint Leadership Team									

R&E BOARD ACTION REQUESTED:

1. Approve and adopt the salary schedules which previously did not exist for the titles: Assistant Facility Manager, Maintenance Manager, Maintenance Supervisor, Payroll Clerk, Plant Supervisor, Safety Coordinator, Supply Chain Coordinator, and Transportation Manager
2. Approve and adopt revisions to the previously approved salary schedules for the titles: Accounting Manager, Contract Manager, Facility Manager, and Human Resources Manager.

EXECUTIVE SUMMARY:

The amended and restated Ramsey/Washington Recycling & Energy (R&E) Joint Powers Agreement (JPA) provides for employment of staff. The R&E Board's Bylaws provide direction to the Joint Leadership Team (JLT) to hire and supervise staff, and to develop policies for R&E staff. R&E has an approved compensation manual, which includes salary schedules for many non-represented staff.

On March 23, 2017 through resolution R&EB-2012-5 ,the R&E Board authorized the hiring of GRENS (previous contracted Recycling & Energy Center operator) non-union employees as a part of the transition to full public operation of the Recycling & Energy Center effective January 1, 2018. These employees were offered compensation equal to their total rate of pay as GRENS employees plus 2%. Most of these employees have position titles for which there is no existing R&E salary schedule. Salary schedules are necessary to allow for pay increases when applicable for existing employees. In addition, if a current incumbent were to leave R&E employment, a salary schedule would be necessary for filling the open position.

R&E contracted with Deloitte to perform a market study on compensation to help create salary schedules for these former GRENS positions as well as existing positions without salary schedules. The study also determined if existing salary schedules are fair and competitive, allowing R&E to attract and retain talent.

SUBJECT: *Salary Schedules*

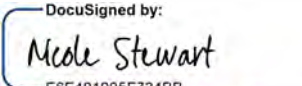
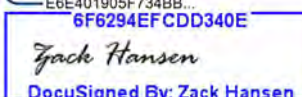
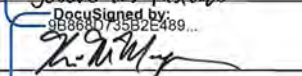
The results of the Deloitte salary study combined with reviewing Ramsey and Washington counties' comparable positions, the Joint Leadership Team is recommending salary schedules for the former GRENS positions as well as adjustments to the existing Accounting Manager, Contract Manager, Facility Manager, and Human Resources Manager salary schedules. The four existing salary schedules for these positions were low compared to the labor market and the scope of job duties for each has a wider breadth than the job title implies.

ATTACHMENTS:

1. Draft Resolution
2. Proposed salary schedules

FINANCIAL IMPLICATIONS:

There are sufficient funds in the Joint Activities budget to cover any increase to staff salaries.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	
	10/14/2020
	10/14/2020
RAMSEY COUNTY ATTORNEY	10/14/2020
	10/14/2020
WASHINGTON COUNTY ATTORNEY	

RESOLUTION R&EB-2020-13

WHEREAS, The Ramsey/Washington Recycling & Energy Board ("R&E Board") is governed by the amended and restated joint powers agreement by and between Ramsey County and Washington County dated September 22, 2015 ("Joint Powers Agreement") which allows for employment of staff by the R&E Board; and

WHEREAS, The R&E Board's bylaws provide specific direction on employees, including direction to the Joint Leadership Team (JLT) to hire and supervise staff, and to develop employee policies for R&E Board staff; and

WHEREAS, The R&E Board, with Resolution R&EB-2017-5, hired GRENS employees as the transition to full public operation of the Recycling & Energy Center began on January 1, 2018; and

WHEREAS, Salary Schedules have yet to be created for those positions; and

WHEREAS, Deloitte Consulting conducted a market study on compensation and that data along with review of comparable positions in Ramsey and Washington counties was used to create salary schedules for the positions; and

WHEREAS, The existing salary plans for the positions of: Accounting Manager, Contract Manager, Facility Manager, and Human Resources Manager were below market and the scope of the duties for those positions have a wider breadth than the job titles imply; and

WHEREAS, JLT is recommending adjusting those salary schedules to ensure R&E is paying a fair and competitive compensation to its staff. NOW, THEREFORE, BE IT

RESOLVED, The Ramsey/Washington Recycling & Energy Board ("R&E Board") hereby approves and adopt the salary schedules which previously did not exist for the titles: Assistant Facility Manager, Maintenance Manager, Maintenance Supervisor, Payroll Clerk, Plant Supervisor, Safety Coordinator, Supply Chain Coordinator, and Transportation Manager. BE IT FURTHER

RESOLVED, The R&E Board hereby approves and adopts revisions to the previously approved salary schedules for the titles: Accounting Manager, Contract Manager, Facility Manager, and Human Resources Manager.

Fran Miron, Board Chair
October 22, 2020

Attest
October 22, 2020

**Facility Manager**

Annual Salary

Step 1	Step 2	Step 3	Step4	Step 5	Step6	Step7	Steps	Step9
118,450.00	121,292.80	124,203.83	127,184.72	130,237.15	133,362.84	136,563.55	139,841.08	143,197.26
Step 10	Step 11	Step 12	Step 13	Step 14	Step 15			
146,634.00	150,153.21	153,756.89	157,447.06	161,225.79	165,095.20			

**Assistant Facility Manager
Maintenance Manager**

Annual Salary

Step 1	Step 2	Step 3	Step4	Step 5	Step6	Step7	Steps	Step9
86,000.00	88,580.00	91,237.40	93,974.52	96,793.76	99,697.57	102,688.50	105,769.15	108,942.23
Step 10	Step 11	Step 12	Step 13	Step 14	Step 15			
112,210.49	115,576.81	119,044.11	122,615.44	126,293.90	130,082.72			

Salary Schedules



Accounting Manager

Human Resources Manager

Annual
Salary

Step 1	Step 2	Step 3	Step4	Step 5	Step6	Step 7	Steps	Step9
80,471.47	82,885.61	85,372.18	87,933.35	90,571.35	93,288.49	96,087.14	98,969.76	101,938.85
Step 10	Step 11	Step 12	Step 13	Step 14	Step 15			
104,997.01	108,146.92	111,391.33	114,733.07	118,175.06	121,720.32			

Contract Manager

Annual Salary

Step 1	Step 2	Step 3	Step4	Step 5	Step6	Step7	Steps	Step9
74,168.71	76,319.61	78,532.88	80,810.33	83,153.83	85,565.29	88,046.68	90,600.04	93,227.44
Step 10	Step 11	Step 12	Step 13	Step 14	Step 15			
95,931.03	98,713.03	101,575.71	104,521.41	107,552.53	110,671.55			

Salary Schedules



Maintenance Supervisor Plant Supervisor

Annual Salary

Step 1	Step 2	Step 3	Step4	Step 5	Step6	Step7	Step 8	Step9
80,000.00	81,920.00	83,886.08	85,899.35	87,960.93	90,071.99	92,233.72	94,447.33	96,714.07
Step 10	Step 11	Step 12	Step 13	Step 14	Step 15			
99,035.20	101,412.05	103,845.94	106,338.24	108,890.36	111,503.73			

Transportation Manager

Annual Salary

Step 1	Step 2	Step 3	Step4	Step 5	Step6	Step7	Step 8	Step9
74,000.00	75,850.00	77,746.25	79,689.91	81,682.15	83,724.21	85,817.31	87,962.75	90,161.81
Step 10	Step 11	Step 12	Step 13	Step 14	Step 15			
92,415.86	94,726.26	97,094.41	99,521.77	102,009.82	104,560.06			

**Safety Coordinator**

Annual Salary

Step 1	Step 2	Step 3	Step4	Step 5	Step6	Step7	Steps	Step 9
60,000.00	61,500.00	63,037.50	64,613.44	66,228.77	67,884.49	69,581.61	71,321.15	73,104.17
Step 10	Step 11	Step 12	Step 13	Step 14	Step 15			
74,931.78	76,805.07	78,725.20	80,693.33	82,710.66	84,778.43			

Supply Chain Coordinator

Annual Salary

Step 1	Step 2	Step 3	Step4	Step 5	Step6	Step7	Steps	Step 9
51,000.00	52,275.00	53,581.88	54,921.42	56,294.46	57,701.82	59,144.36	60,622.97	62,138.55
Step 10	Step 11	Step 12	Step 13	Step 14	Step 15			
63,692.01	65,284.31	66,916.42	68,589.33	70,304.06	72,061.66			

Salary Schedules



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

Payroll Clerk

Annual Salary

Step 1 40,000	Step 2 41,000.00	Step 3 42,025.00	Step4 43,075.63	Step 5 44,152.52	Step6 45,256.33	Step7 46,387.74	Steps 47,547.43	Step 9 48,736.12
Step 10 49,954.52	Step 11 51,203.38	Step 12 52,483.47	Step 13 53,795.55	Step 14 55,140.44	Step 15 56,518.95			



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:			October 22, 2020			AGENDA ITEM:		VI.d.	
SUBJECT:		2021 Labor Agreement							
TYPE OF ITEM:		<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
SUBMITTED BY:		Joint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

1. Approve the Labor Agreement, January 1, 2021 through December 21, 2021, between Ramsey/Washington Recycling & Energy and International Brotherhood of Electrical Workers Local Union No. 23.
2. Authorize the chair to execute the agreement following approval as to form by the county attorney.

EXECUTIVE SUMMARY:

Prior to purchasing the Recycling & Energy Center (R&E Center), the facility owner, Resource Recovery Technologies, and the union representing employees, IBEW Local 23, had negotiated a ten-year agreement. Upon purchase, the R&E Board contracted with Great River Energy (GRE) to operate the R&E Center, and GRE assumed the labor agreement for 2016-2017.

In 2018 the R&E Board assumed full operations, and took action to retain the R&E Center employees. On April 27, 2017, the R&E Board approved a three-year agreement with IBEW Local 23 ("Union") with a three-year term from January 1, 2018 through December 31, 2020. The Public Employer Labor Relations Act (PERLA) allows for collective bargaining agreement terms for a period of up to three years, and the previous agreement between Local 23 and RRT had a significantly longer term. The R&E Board maintained almost all the terms and conditions of the union's agreement with RRT and GRE, with the changes that were made ensured compliance with PERLA.

Negotiations with IBEW Local 23 began in September 2020 for a new agreement. This was much later than intended due to the COVID-19 pandemic. During this time the facility manager resigned; this position is important in ongoing labor relations. With the late start to negotiations and the technological and operational changes coming in the near future, the Joint Leadership Team, human resources manager, and interim co-facility managers proposed a one-year agreement to the union to allow for more time negotiating a new three-year agreement beginning in 2022.

Since this is a one-year agreement, the current agreement format was be used with minor edits. The substantive changes include:

SUBJECT: 2021 Labor Agreement

1. General wage increase of 2.5%. Previously, wage increases were based on a Consumer Price Index change percentage, which is uncommon in public labor agreements. This change to a set increase of 2.5% makes the agreement more predictable for R&E.
2. Meal allowance increase from \$6 to \$10. The labor agreement provides that employees working overtime are able to claim a meal allowance for the overtime shift. The annual cost of this change is expected to be \$2,300.
3. An increase in two days of vacation per year at all service levels. Vacation time at all levels is less than market amounts, and hiring and retaining employees has been difficult. There is no increase in cost to R&E for this change, unless overtime is periodically needed to cover shifts.
4. Allowing vacation to be used to supplement partial days of personal time off (PTO). Previously, vacation was not allowed to be taken in anything other than full-shift increments. There is no increase in cost to R&E for this change.
5. Premium pay (shift differential) increases from \$1.30 to \$2.00 per hour for the midnight shift and \$0.40 to \$1.30 per hour for the afternoon shift. These rates had not changed for union employees for several years, and increased rates will assist with retaining employees that work non-daytime shifts. The annual cost of this change is estimated at \$31,000.

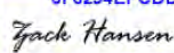
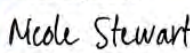
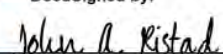
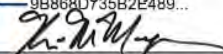
These changes are necessary to remain competitive and assist with attracting and retaining staff. Frank Madden of Madden Galanter and Hansen, LLP assisted JLT and staff with negotiations and resulting contract changes. Negotiations have concluded, and the new agreement has been agreed to and ratified by the Union.

ATTACHMENTS:

1. Draft Resolution
2. Redlined copy of Labor Agreement, January 1, 2021 through December 31, 2021, between Ramsey/Washington Recycling & Energy and the International Brotherhood of Electrical Workers Local Union No. 23.

FINANCIAL IMPLICATIONS:

There are sufficient funds in the 2021 Facility budget to cover the increase to staff costs.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	10/15/2020
 DocuSigned By: Zack Hansen 6F6294EFCDD340E	10/15/2020
 DocuSigned by: E6E401905F734BB...	10/15/2020
RAMSEY COUNTY ATTORNEY	10/15/2020
 DocuSigned by: 9B868D735B2E489...	10/15/2020
WASHINGTON COUNTY ATTORNEY	10/14/2020
 DocuSigned by: DA11F5B862FE4FE...	10/14/2020

RESOLUTION R&EB-2020-14

WHEREAS, The Ramsey/Washington Recycling & Energy Board ("R&E Board") is governed by the amended and restated Joint Powers Agreement by and between Ramsey County and Washington County dated September 22, 2015 ("Joint Powers Agreement") which provides for employment of staff by the R&E Board; and

WHEREAS, The R&E Board approved a three-year agreement with IBEW Local 23 ("Union") beginning January 1, 2018 with Resolution R&EB-2017-6 on April 27, 2017; and

WHEREAS, The Public Employer Labor Relations Act allows for collective bargaining agreements of up to three years; and

WHEREAS, The COVID-19 pandemic delayed negotiations, and with new equipment and operations being planned, and a change in the facility manager position, the JLT decided to negotiate a one-year agreement for 2021 to allow for more time to negotiate a three-year agreement for 2022-2024 in the future; and

WHEREAS, A team consisting of the Joint Leadership Team, human resource manager, interim co-facility managers, as well as a representative from Madden, Galanter and Hansen, LLP, and the Union negotiated a new, one-year Labor Agreement, which has been agreed to and ratified by the Union, NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby approves the Labor Agreement with a term of January 1, 2021 through December 31, 2021 between the Ramsey/Washington Recycling & Energy Board and the International Brotherhood of Electrical Workers Local Union No. 23. BE IT FURTHER

RESOLVED, The R&E Board hereby authorizes the chair to execute the agreement following approval as to form by the county attorney.

Fran Miron, Board Chair
October 22, 2020

Attest
October 22, 2020

LABOR AGREEMENT

JANUARY 1, 2018²¹ TO DECEMBER 31, 2020¹

BETWEEN

RAMSEY-WASHINGTON RECYCLING &

ENERGY BOARD

AND THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL UNION NO. 23

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TOPICAL INDEX

This Topical Index is not intended to nor does it identify all agreement references to identified terms. It is only a general aid to locate agreement sections for identified terms, and is not a substitute for full labor agreement review with respect to identified topics.

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AGREEMENT

Section 1.

(a) This Agreement, to be referred to as the Ramsey-Washington Recycling & Energy Board (R&E Board) Labor Agreement, entered into this 1st day of January, ~~2018~~2021 between R&E Board hereinafter referred to as the "Employer", and Local Union No. 23 of St. Paul, Minnesota, of the International Brotherhood of Electrical Workers affiliated with the AFL-CIO hereinafter referred to as the "Local Union."

(b) The parties hereto agree that this Agreement covers all employees within the classifications hereinafter referred to, and the bargaining unit represented by the Local Union. All work defined in the classifications herein shall be performed by the employees subject to this Agreement. In the event the Employer contracts for the performance of any work, it shall be performed under and in accordance with all the terms and provisions of this Agreement.

(c) Where there is a reference in this Agreement to employees in the female gender or male gender, such reference is intended to apply to both female and male employees.

WHEREAS, Ramsey-Washington Recycling Board ("R&E Board" or "Employer") and the International Brotherhood of Electrical Workers, Local 23, ("IBEW" or "Union"), have made a mutual commitment to maintaining a cooperative working relationship; and

NOW, THEREFORE, the parties agree as follows:

The January 1, ~~2018~~2021 through December 31, ~~2020~~2021 Collective Bargaining Agreement ("Labor Agreement") between R&E Board and IBEW shall be binding upon and inure to the benefit of the Union and the Employer, and their respective successors and assigns.

If R&E Board should sell, transfer or, assign Employer assets, or merge with any third party during the term of the Labor Agreement, the Employer shall, as a condition of such sale, transfer, assignment, or merger, require the buyer, transferee, assignee, or merging entity, to assume, for the benefit of IBEW and the employees the Union represents, the obligations of the Labor Agreement.

In the event of any sale, transfer, assignment, or merger, R&E Board shall provide IBEW written confirmation that the buyer, transferee, assignee, or merging entity shall assume the Labor Agreement.

Section 2. *WITNESSETH:* That for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promote harmony and efficiency to the end that the Employer, the Local Union and the general public may mutually benefit, the parties hereto contract and agree with each other as follows, to wit:

The Agreement, ~~dated the 1st day of January, 2013, but actually fully consummated on the 3rd day of September 2013, and the provisions hereof,~~ when signed by the proper officers of the Employer and the Local Union and approved by the President of the International Brotherhood of Electrical Workers, shall become operative as of January 1, ~~2018~~2021, but with retroactivity only on wages except as provided in this Agreement and shall continue to and including December 31, ~~2020~~2021. It shall continue in full force and effect from year to year thereafter unless written notice is given by either party hereto to the other on or before sixty (60) days prior to December 31, ~~2020~~2021, or thereafter on or before sixty (60) days prior to each subsequent annual expiration date requesting that the Agreement be amended or canceled. If amendments are desired such amendments shall be contained in such notice.

ARTICLE I RIGHTS AND OBLIGATIONS OF THE PARTIES

Section 1. The Employer and the Local Union agree to negotiate and deal with each other through the accredited officers and committees representing the parties hereto exclusively for all employees of the Employer covered hereunder, on matters relating to hours, wages and other definite conditions of employment included within the application and interpretation of this Agreement affecting said employees.

Section 2. The right, in accordance with the provisions of this Agreement, to employ, promote, discipline and discharge employees and the management of the property are reserved by and shall be vested in the Employer. The Employer shall have the right to exercise discipline in the interest of good service and the proper conduct of its business. It is agreed, however, that promotion shall be based on seniority, ability and qualifications. Ability and qualifications being sufficient, seniority as defined in Article VII shall prevail.

The right to manage the business is reserved exclusively to the Employer unless specifically limited by this Agreement and then only to the extent of the specific limitation. Those rights shall include, for example, the right to unilaterally implement and change directives and/or work rules, subject to the Union's right to challenge the application of the rule through the grievance procedure, set operating hours, and to correct unacceptable behavior and/or discipline for violation of Employer rules, for justcause, including the Employer's Substance Abuse Policy.

It is recognized by both parties that, except as expressly stated herein, the Employer shall retain rights and authority necessary to operate and direct all the affairs of the Employer as set forth in Minn. Stat. 179A.07, Subd. 1, including, but not limited to, directing the work force; controlling all operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the Employer in emergencies.

Section 3. It is expressly understood and agreed that the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of the resource recovery business, and to the welfare of the public dependent thereon. In consideration thereof, and of the agreements and conditions herein, to be kept and performed by the Employer, the Brotherhood and the Local Union agree that no strike or work stoppage will be authorized and the Employer agrees that it will do nothing to prevent the continuity of performance of said employees in the normal and usual operation of the Employer's property. The Local Union further agrees that it will take every reasonable means which are within its power to induce employees engaged in an unauthorized strike or concerted work stoppage to return to work.

All questions, disputes or controversies under this Agreement shall first be settled and determined by the conciliation and arbitration procedures provided in this Agreement.

The parties shall honor the terms of the no-strike/no-lockout provisions of this agreement for the full term of this Agreement, including during any re-opener negotiations.

Section 4. It is agreed that an employee who has attained seniority shall be presented with written notice of discharge at the time of discharge and the Employer shall within fifty-six (56) hours furnish the Local Union with specific written reasons for such discharge. Section 5. In the matter of suspension, demotion, or discharge if, after a hearing, the Charges are not sustained, the employee shall have his/her record cleared of such charges. No discipline by suspension shall be administered to any member of the Local Union which shall impair his/her seniority rights.

Section 6. Should a contingency arise where an employee and/or employees, covered by this Agreement, ceases work of his/her or their own volition, the Local Union and/or the International

Brotherhood of Electrical Workers hereby agree to provide the Employer with proper and adequate services to enable the Employer to continue operation of its properties without interruption or other injurious effect, and in the event of failure of the Local Union and/or the said International Brotherhood of Electrical Workers to do so, the Employer may, so long as such failure shall continue, secure and use the services of others than those covered by this Agreement.

Section 7. Nothing contained herein shall be interpreted to require either the Local Union or the Employer to act contrary to the Public Employment Labor Relations Act. Should a Court of competent jurisdiction rule that any of the provisions of this Agreement are in violation of any of the provisions of the Public Employer Labor Relations Act, the parties hereto shall meet immediately for the purpose of amending any of the provisions herein necessary to comply with the said Act.

ARTICLE II METHOD OF NEGOTIATION

Section 1. Should any difference arise affecting the provisions of this Agreement, the R&E Board of the Employer, or someone delegated by the R&E Board, and the Business Manager of the Local Union, or someone appointed by him to represent him, who may be accompanied by a committee of the Local Union, shall meet and endeavor to settle such differences, and in case of failure to agree, the matter in dispute shall be submitted at the request of either party to a board of arbitration to be selected in a manner as specified hereinafter. The Employer and the Local Union agree that the majority decision of such board shall be final and binding on both parties.

Section 2. The employees, through the representatives of the Local Union, shall have the right to file a grievance pursuant to Article III regarding an alleged violation of the specific provision of the collective bargaining agreement as to the competency of any employee, to fill a new position or vacancy, of promotion or demotion, of discipline administered, of layoffs, of discharge or of unlawful discrimination. Such hearings shall be attended by the employee involved and shall be before a designated representative of the Employer to represent the Employer in the matter, or someone delegated by him to represent him in the matter, and in the event the grievance is not settled, the grievance can be processed through the remainder of Article III Grievance Procedure. This paragraph is not to be interpreted as meaning that the Local Union has the right to a hearing on the competency of new employees hired by the Employer. New employees shall mean those employees who have not attained seniority.

ARTICLE III GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievance Procedure. In the event that any difference arises between the Employer and the Local Union, or any member of the bargaining unit concerning the interpretation, application or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance and shall be settled in accordance with the grievance procedure set forth herein.

Step 1. Oral Discussion. The employee first shall notify his/her immediate Supervisor of his/her grievance within twenty-one (21) calendar days of the date of the alleged violation, unless mutually extended, and then, if he/she so desires, shall discuss his/her grievance with the Steward and if the Steward considers the grievance to be valid, then the employee and the Steward will contact the employee's immediate Supervisor and will attempt to effect a settlement of the complaint. The Supervisor shall make his/her decision known within seven (7) calendar days thereafter. This procedure, however, will not prevent an employee from contacting his/her Supervisor if he/she so chooses. If the purpose of the employee contacting his/her Supervisor is to adjust the grievance, the Steward shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.

Step 2. Grievance Reduced to Writing. If no settlement is reached in Step 1, the designated representative of the aggrieved party may within twenty-one (21) calendar days submit the grievance in writing to the designated representative of the other party, which shall contain the following:

- (1) Statement of the grievance setting forth the facts upon which the grievance is based.
- (2) Reference to the Section or Sections of the Agreement alleged to have been violated and on what date(s).
- (3) The correction sought.

After submission, the representatives will meet within the next twenty-one (21) calendar days (unless mutually extended) in an attempt to settle the grievance and over their signatures, indicate the disposition made thereof. In absence of a written request for arbitration within twenty-one (21) calendar days from the date of receipt by the aggrieved party of the second step answer, the grievance shall be considered dropped.

OTHER GRIEVANCES

In the case of other grievances between the parties, the processing of such grievances shall begin with Step 2 within twenty-one (21) calendar days of the date of the alleged violation (unless mutually extended) and shall be limited to matters dealing with the interpretation or application of terms of this Agreement. Such grievance shall be submitted in writing to the designated representative of the other party and shall contain the following:

- (1) Statement of the grievance setting forth the facts upon which the grievance is based.
- (2) Reference to the Section or Sections of the Agreement alleged to have been violated and on what date(s).
- (3) The correction sought.

The grievance shall be signed by a designated representative of the grievant party. If a settlement

is reached within twenty-one calendar days (unless mutually extended) from the submission of the grievance to the designated representative of the other party, both shall sign the grievance and indicate its disposition. In the event no settlement is reached, the aggrieved party may, within twenty-one (21) calendar days from the denial set forth in writing a request that the matter be submitted to an arbiter for a prompt hearing.

In absence of a written request for arbitration within twenty-one (21) calendar days from the date of receipt by the aggrieved party of the second step answer, the grievance shall be considered dropped.

Step 3. Arbitration .If no settlement is reached in Step 2 in the specified or agreed time limits, the aggrieved party may in writing within twenty-one (21) calendar days from the date of the denial, request that the matter be submitted to an arbitrator for a hearing and resolution.

Section 2. Arbitration. All differences that may arise which cannot be agreed upon by the representatives of the Employer and the local union shall be submitted in the manner herein before provided at the request of either party to arbitration as follows:

(a) Either party shall request from the Bureau of Mediation Services (BMS), a list of seven (7) available Arbitrators. The Employer and the Union shall attempt to agree on one (1) of the Arbitrators contained in the list submitted by the BMS. If the parties are unable to agree, then the parties shall, through an alternative process, strike names one at a time from said list, and the remaining name shall act as Arbitrator. The party seeking arbitration shall strike the first name.

(b) The party requesting arbitration shall submit in writing to the other party, on the same date arbitration is requested, a complete and detailed Statement of Issues which shall contain specific reasons for the arbitration and which shall state specifically the clause or clauses of the Labor Agreement wherein a violation is claimed and the reasons advanced. Copies of the Statement of Issues shall be provided to the Arbitrator at least three (3) days prior to their first hearing.

(c) The selected arbitrator shall hear all evidence on the case, or cases, referred to him/her and with all members present render a decision in writing and signed by a majority of its members immediately after testimony has been completed. The Arbitrator, in meeting to render a decision or to hear a case, shall not be compelled to be in session at other than 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excepted .

(d) Each party shall bear the expenses of preparing and presenting its own case and shall share equally the expense of the Arbitrator.

(e) The Arbitrator shall decide on all matters pertaining to procedure in connection, with the presentation of the arbitration case. A part of the procedure shall be as follows:

(1) Except in a case relating to employee discipline, the Union shall be obligated to present its case first and will be obligated to present its closing argument first. The Employer shall proceed first and present its closing argument first in a case involving employee discipline.

(2) Decisions on procedure by the Arbitrator shall not be governed by strict legal rules but may be based on any logical evidence of probative value.

(3) Hearsay shall not be considered logical or permissible evidence.

(f) In reaching an award, the Arbitrator shall not go beyond the evidence submitted and shall interpret only the signed Agreement between the parties hereto, and it shall not be the right of the Arbitrator to render decisions which have as their effect the enforcement on either party of new rules or regulations covering the conduct of either the Employer or the employees covered herein.

(g) At the request of either party, and with mutual agreement of both parties, certain

grievances or disputes may be submitted to "Expedited Arbitration". In the event that either party declines arbitration under the expedited procedure, then the grievance or dispute may be submitted to regular arbitration as previously defined in this Article.

(h) Nothing contained in this Labor Agreement shall be construed as an agreement to submit to arbitration any question or difference involved in the negotiation of a new Labor Agreement or in the negotiation of an amendment to this Labor Agreement.

Section 3. All disputes relating to the PERA will be resolved through procedures for addressing claims set forth by PERA. No such disputes will be subject to grievance/arbitration between the parties, either under this Agreement or otherwise.

ARTICLE IV

CLASSIFICATIONS

Section 1. Attached hereto are classifications and wages and cost of living adjustments for such classifications which shall become a part of this Agreement and shall be known as "Exhibit "A". After the signing of this Agreement if through error any employee or classification is omitted in classifications identified in Exhibit A, such employee or classification shall be considered included in Exhibit A provided it had previously been agreed between the parties hereto that such employee or classification *was* included in Exhibit A.

Section 2. Representatives of the parties have met and drawn up sectional working rules known as Exhibit "Bs" that are part of this Agreement. True and correct originals and corresponding copies of the only Resource Recovery Technologies, LLC succeeded in this collective bargaining agreement by R&E Board and IBEW Local Union 23 Exhibit Bs that are part of this Agreement were signed by the parties on Wednesday, December 19, 2012 and are identified as follows:

Exhibit B-1 Apprenticeship Training
Exhibit B-2 Overtime Call Out
Exhibit B-3 Ten (10) / Eight (8) Hour Shift Schedule
Exhibit B-4 Helper Classification
Exhibit B-5 Electrician Schedule
Exhibit B-6 Primary Duties and Crossover Duties
Exhibit B-7 Separation of Classifications

The parties recognize that an "employee" covered by this collective bargaining agreement is subject to Minn. Stat. 179A.03, Subd. 14, which provides that temporary and part-time employees are excluded from coverage under this agreement if they work the lesser of fourteen (14) hours per week or 35% of the normal work week or are basically temporary or seasonal in nature not working more than sixty-seven (67) working days in a calendar year

Section 3. Employees who have attained seniority are to receive full time employment, provided they are ready and in condition to perform their work in accordance with the terms and conditions of this Agreement. However, employees who have established seniority may be laid off in accordance with the seniority rules contained herein after receiving fifteen (15) working days' written notice. Employees who have not established seniority may be laid off without receiving any notice.

Section 4. It is agreed between the parties to this Agreement that no employee covered in this Agreement shall suffer a reduction in present wages on account of any provision contained herein, except as specifically provided herein in Exhibit A with respect to any Cost of Living decreases. It is understood, however, that in demotion to a lower paid classification, the lower rate will apply.

ARTICLE V

WORKING HOURS

Section 1.

(a) A work week shall consist of a forty (40) hour period beginning Sunday afternoon and ending Saturday evening: The Plant will be open for receiving waste six (6) days a week from 6:00 a.m. to 6:00 p.m., under normal operating conditions.

(b) A week in which a holiday falls shall be a thirty-two (32) hour work week. A week in which two (2) holidays fall shall be a twenty-four (24) hour work week, except as provided for in Section 8 of this *Article*.

Section 2. The Employer shall have the right to change work schedules no more than four times during the term of the Agreement, and no more than twice during the first year of the Agreement said changes to occur with thirty (30) days notice. The Employer will meet to discuss the schedule change and listen to input from the Union after the notice and prior to the implementation. Schedules shall be any combination of eight (8), ten (10), or twelve (12) hour shifts, with the regular workweek being forty (40) hours per week. There shall be no split shifts.

Section 3. Time and one-half shall be paid for hours worked after normal scheduled shift hours in a day, or forty (40) hours in a work week. Double time shall be paid on Sunday only if employees working on Sunday work the remainder of their scheduled work week. All work done by employees outside of regular hours or scheduled shifts shall be paid for at the rate of time and one-half, except Sundays and holidays, which shall be paid for at double time, and employees shall not be required to take off time during the regular working day for overtime worked, or to be worked, unless otherwise mutually agreed between the Employer and the Local Union before such overtime is worked. If an employee works four (4) or more hours overtime and is released from work, eight (8) hours shall elapse before he/she returns to work without loss of a regular scheduled day's pay.

Section 4.

(a) The overtime is to be as equally distributed as is practicable among the employees employed in the classification of work where such overtime is worked or to be worked. Each month the Labor Relations Department of the Employer will supply to the Local Union an overtime list showing the actual additional hours paid and credited (as provided for in Subsection (d) in this Section) each employee for overtime during the payroll periods ending in the previous month. The Employer shall also post on its bulletin boards an up-to-date overtime report in order that the employees involved will be fully acquainted with their individual overtime standing.

(b) Except as otherwise provided for in Paragraph (c) of this Section, in the event the Employer calls to work for overtime work employees of a different classification than the classification of work for which such overtime is worked without having exhausted all reasonable attempts to call employees within the classification of work where such overtime is to be worked, the Employer shall pay at the overtime rate the employee with the least amount of overtime in the classification of work where such overtime is worked in addition to the employee who did work at the regular overtime rates. All classifications may be assigned other work.

(c) Employees contemplating absence from work shall make every reasonable effort to notify the Employer as quickly as possible of such contemplated absence and the provisions as contained in Paragraph (b) of this Section shall apply only in the event overtime work is performed for relief of an absent employee who has notified the Employer four (4) hours or more in advance of his/her established starting time. It is understood and agreed between the parties hereto, that the Employer shall have exhausted all reasonable attempts to call an employee within the classification of work where overtime is to be worked when an attempt is made to call an employee and through no fault of the Employer the effort has been unsuccessful.

(d) Employees low in overtime shall, in accordance with Subsection (a) of this Section,

normally be the first ones contacted for overtime work. If an employee turns down overtime, he/she shall, for the purpose of determining his/her overtime status, be credited with the amount of overtime involved. This shall apply only to overtime in the employee's regular classification. It is agreed, however, an employee who is on vacation or who is absent from work because of a death in his/her immediate family, shall not be called for overtime during the period involved.

(e) No employee shall be called for overtime work during his/her vacation period. For the purposes of this Section, the vacation period shall include not only the vacation proper, but shall also include (1) any holiday as defined in this Agreement, (2) any day off in lieu of a holiday worked, subject to the provisions of Article V, Section 8, or (3) any day or days which such employee would normally have off if not on vacation, as provided in Article V, Sections 1 & 2, inclusive, provided that any such day or day enumerated herein, shall immediately precede, immediately follow, or run consecutively with the vacation proper without interruption .

(f) For the purpose of equally distributing overtime, an employee taking a day off in lieu of a holiday shall not be called to work overtime on this day off or on his/her regular days off which run consecutively with the day taken off in lieu of a holiday.

(g) Any employee who has accepted a scheduled overtime assignment shall receive a minimum of two (2) hours at the applicable overtime rate if the overtime assignment is canceled less than twelve (12) hours prior to the scheduled assignment or after the expiration of his/her previous normal work period.

Section 5.

(a) When it is necessary that employees work overtime and such work interferes with the regular meal time, they shall be furnished a meal at the Employer's expense at reasonable intervals while working.

(b) When employees work one (1) or more hours overtime and such work interferes with regular meal time, they shall be furnished a meal at the Employer's expense except as provided for in Subsection (c) of this Section and at reasonable intervals thereafter while they continue working. Employees who are called to work two (2) hours or more before the regular starting time shall be furnished a meal, and if employees receive a call to report for work immediately in which case they would not have the opportunity to prepare a lunch, the Employer shall furnish a meal at the established meal time in accordance with their schedule of work.

(c) When an employee is not released at the expiration of his/her work day and works overtime for a period of one (1) or more hours but not in excess of two and one-half (2-1/2) hours and is entitled to a meal under the terms and conditions of this Section, the Employer may at its option pay to the employee involved ~~Six Dollars (\$6.00)~~ **Ten Dollars (\$10.00)** instead of actually furnishing the meal. Where it has been the practice of the Employer in the past to pay a cash sum instead of actually furnishing the meal to an employee who is not released at the expiration of his/her shift and works overtime for a period in excess of two and one-half (2-1/2) hours, that such practice is not to be changed except that the Employer instead of the various cash meal allowances that have been made in the past shall now pay ~~Six Dollars (\$6.00)~~ **Ten Dollars (\$10.00)** for such cash meal allowances, if the employee is entitled to a meal under this Section. The evening meal referred to in this Subsection shall not be paid to employees working out of town on Employer expense allowance.

(d) When the Employer actually furnishes the meal, the expense allowance for such meal shall not exceed ~~Six Dollars (\$6.00)~~ **Ten Dollars (\$10.00)**. The aforementioned expense allowance also applies to the evening meal furnished to employees working out of town on Employer expense allowance.

Section 6. Employees who have not attained seniority and who report for work on orders of the Employer and are not assigned, shall be paid two (2) hour time for so reporting.

Section 7. When an employee is called back to work after having been released from his/her regular day's work he/she shall receive:

- (1) Regular overtime rates.
- (2) Thirty (30) minutes at overtime rates for travel time from home to the job when not furnished transportation by the Employer and thirty (30) minutes at overtime rates for travel time from the job to home when not furnished transportation by the Employer.
- (3) Time at overtime rates for the time consumed in traveling from home to job and job to home when furnished transportation by the Employer.
- (4) In any event, he/she shall receive no less than an amount of pay equivalent to two (2) hours pay at overtime rates.

Section 8. Holidays.

(a) All employees covered by this Agreement who have attained seniority shall be entitled to the holidays listed in Subsection (b) of this Section and shall receive a regular work day's pay at straight time rates for such holidays under the conditions set forth in Subsections (c), (d), (e), (f), and (g) of this Section.

(b) Recognized holidays within the meaning of this Agreement shall include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving; Christmas Eve Day, Christmas Day, and two (2) agreed time off ("MAT") days to be mutually agreed upon by the employee and the department head involved ("MAT days").

(c) The facility will be closed during the following holidays : Thanksgiving Day, Christmas Day.

(d) The facility will be open during the following holidays: Good Friday, Day after Thanksgiving, Christmas Eve Day, New Years Day, and two (2) MAT days. These holidays shall be treated as floating holidays and shall be scheduled off as provided for in part (e) of this Section.

(e) Employees may observe their floating holidays on any regular work day by declaring their intention to the department head at least one (1) full calendar week in advance, by mutual agreement. Such days off shall be taken off within one hundred twenty (120) days following the calendar year involved, and may be taken before or after the holiday by previous arrangement as hereinbefore provided, unless otherwise agreed between the Employer and Local Union.

(f) When a recognized holiday falls on a Sunday, it shall be treated as a floating holiday unless the following Monday is recognized as the day of observance. When Christmas Eve Holiday falls on a Sunday the preceding work day shall be observed by the Employer as the Christmas Eve Day Holiday and the day will be considered a holiday for pay purposes (overtime at double time).

(g) When a recognized holiday falls on an employee's day off, the holiday shall be treated as a floater.

Section 9. Pay Days.

(a) Pay days shall be bi-weekly on the Friday following the end of the regular pay period. When a pay day falls on a holiday as designated within this Agreement, employees shall receive their pay on the preceding work day.

(b) The regular bi-weekly pay period shall end at 11:59 p.m. Saturday for all employees.

Section 10.

(a) When an employee has been absent from work because of jury service for a period not in excess of ten (10) working days, he/she shall be paid his/her regular rate of pay and will not be required to reimburse the Employer with his/her jury pay.

(b) An employee absent from work because of jury service in excess of ten (10) scheduled working days shall be paid for the first ten (10) working days absence because of jury service as provided for in Subsection (a) of this Section and shall be paid his/her regular rate of pay for all absence from work because of such jury service in excess of ten (10) scheduled working days with the understanding that he/she shall reimburse the Employer with the pay (less the amount included for traveling expenses) which he/she has received, for such jury service which was in excess of ten (10) working days.

(c) When an employee's regular work day at the Employer occurs on the day he/she is not required to report for jury service, he/she shall report to work on such work day except that he/she shall not be required to put in more than five (5) days in any week including both jury service and normally scheduled work days.

ARTICLE VI
GENERAL WORKING
RULES

Section 1. In the event the Employer employs apprentices where apprenticeship ratio and wage scale have not been established, the Employer and the Local Union agree to meet and determine the apprenticeship ratio and wage scale to be applied.

Section 2. Apprentices having served their full terms as such who fail to qualify satisfactorily as a journeyman, shall be granted an additional six (6) months to qualify. Failure to qualify after the additional six (6) months shall be sufficient cause for demotion to former position.

Section 3. Any employee placed on a temporary assignment to a higher classification shall receive the prevailing rate of pay for the higher classification during the entire period of assignment. Should the assignment be for four (4) hours or more during the course of his/her regular work day but less than eight (8) hours, the employee shall receive the prevailing rate of pay for the higher classification for the entire eight (8) hours.

Section 4. Employees assigned to vacancies or new positions will be given a reasonable opportunity to demonstrate their qualifications and ability to fill such vacancies or positions.

Section 5. The Employer shall furnish all necessary safety equipment for the protection of the employees, and it is a rule of the parties hereto that they be used.

Section 6. There shall be no change in job duties unless so determined by the established method of negotiation as provided for within this Agreement.

Section 7. Third party drivers may discharge loads onto the receiving floor in accordance with current Employer operating policies and procedures.

ARTICLE VII
SENIORITY

Section 1. Seniority shall accrue in a manner as hereinafter set forth on the properties of the Employer, as covered in Section 1 under Agreement, for all employees covered by the classifications as listed in Exhibit "A" attached hereto.

Section 2. Seniority shall be established, and employees placed on the seniority list after completing six (6) months of service. The accumulative feature of this condition is to be effective after September 4, 1986. Seniority dates shall be established as of six (6) months prior to the date on which six (6) Months of service is completed, unless mutually agreed to otherwise.

Section 3. Unless mutually agreed to otherwise between the parties hereto, no employee hired as a journeyman or advanced apprentice after September 4, 1986 may accrue seniority within a classification over apprentices serving in apprenticeships for the same classification (within respective seniority list).

Section 4. The right to discharge or rehire employees not eligible to be on the seniority list shall be vested in the Employer.

Section 5. Up-to-date seniority lists shall be prepared annually by the Employer and after being agreed to by the Employer and the Local Union shall be bulletined in agreed places accessible to the employees, in order that they may be fully acquainted from time to time with their up-to-date seniority standings.

Section 6. Layoff, due to curtailment of work, shall be made according to the following rule:

- (a) Employees who have not established seniority within a classification where a layoff occurs shall be laid off first.
- (b) Thereafter the employee with the least classification seniority within each classification shall be the first laid off. When adding to the forces in any classification, the last employee laid off in the classification involved shall be the first to be re-employed, if available and physically qualified to return to work. In the event apprentices are being trained for work in a classification affected by a layoff, the apprentices shall be laid off first.
- (c) Effective January 1, 2006 and for the remainder of the agreement, the following applies:
 - I. No employee in given Section covered under this Labor Agreement shall be laid off or suffer a reduction in wage rate, classification or regular working hours (not including overtime), due to a lack of work as a result of the Employer contracting out work normally and customarily performed in the Section.
 - II. No work normally and customarily performed by employees in a given Section shall be contracted out if there are qualified employees in that given Section on lay-off status unless such employees are not readily available to the Employer without unreasonable delay and expense.

Section 7. When re-employing employees with seniority rights, the Employer shall be required to give the employee and the Local Union written notice of its desire for such employee to return to work. After thirty (30) days, upon failure to return to work in his/her established classification after the above requirements have been carried out by the Employer, such employee will have forfeited his/her full seniority rights.

Section 8. Employees establish seniority in a Section where they have been employed six (6) months or more, and on being laid off, may exercise seniority in another classification within that Section or in other Sections where they have been employed six (6) months or more, provided they are qualified to fill the position available, and provided further that their Sectional starting date is prior to that of the employee they seek to displace. However, employees cannot exercise seniority back into a classification from which they have been laid off, except when adding to the forces, as provided for in Section 6 of this Article unless they have exhausted every other possibility in the exercise of their rights.

Section 9. If mutually agreed between the Employer and the Local Union, employees who have attained seniority with the Employer and are laid off on account of curtailment of work may, provided the seniority provisions of Section 8 of this Article have been exercised to the fullest extent, claim seniority in other Sections over employees who have less than five (5) years Employer seniority provided they have more Employer seniority than the employee whom they seek to displace. Such employees, unless otherwise mutually agreed, shall assume the starting wage of the classification in which they displace the employee and shall remain in the classification in which they displace

employee only until such time as the provisions of Section 8 of this Article provide them with employment.

Section 10. Employees, who have attained seniority with the Employer and who have been temporarily assigned to other classifications or Sections, may not have seniority accrue to them in those classifications or Sections unless it is mutually agreed to between the parties hereto.

Section 11. Employees of the Employer who may be called upon to transact business for the Local Union which requires their absence from duty with the Employer, shall, upon application of twenty- four (24) hours' written notice and with permission from the Area Leader, Employee and Labor Relations of the Employer, be allowed to absent themselves without pay for sufficient time to transact such business.

Section 12. Any employee of the Employer covered hereby who is or may be elected or appointed to an office in the International Brotherhood of Electrical Workers or any of its local unions requiring his/her absence from duty with the Employer shall continue to accumulate seniority with the Employer throughout such term of office, and he/she shall, upon termination of the duties for which his/her leave of absence was granted, return to work within thirty (30) days, provided he/she is qualified and his/her seniority entitles him/her to do so. The Local Union shall be required to give the Employer thirty (30) days' written notice of its desire for such employee to return to work.

Section 13. Military leave shall be provided in accordance with Federal and State statutes.

Section 14. Any employee of the Employer covered by this Agreement who is injured while on duty shall continue to accumulate seniority during his/her absence due to such injury, and shall be reinstated, upon recovery, to his/her former position with full seniority rights, provided he/she is physically qualified to return to work. It is understood that when such an employee returns to work, the regular rules of seniority will prevail for those employees below him/her on the seniority list unless otherwise mutually agreed between the Employer and the Local Union. Employees shall retain their seniority for eighteen (18) months, or the length of seniority, whichever is shorter, when they have performed no work for the Employer. Employees off work for workers' compensation injuries shall retain their seniority for twenty four (24) months from the date of the injury.

Section 15.

- (a) A maximum of sixty (60) days' leave of absence may be granted to employees for reasons other than illness and recuperation there from with the written approval of the Labor Relations Department of the Employer, provided they can be spared from duty. Such leave of absence may be extended to six (6) months with the written approval of the Employer, and while on such leave of absence, employees shall not be deemed to have forfeited their seniority rights, provided they are physically qualified to return to work. If employees remain away for more than six (6) months, or if they accept employment elsewhere while on such leave of absence without sanction of the Employer, their employment with the Employer shall be deemed to have terminated.
- (b) A maximum leave of absence may be granted to employees for a period of one (1) year with the understanding that while on such leave of absence employees cannot exercise their seniority rights to return to work during the stipulated time of leave, unless agreed otherwise by the parties hereto. However, such leave of absence will in no way otherwise affect their seniority. At the expiration of such leave of absence the employee may return to work providing he/she is physically qualified to do so.
- (c) The Employer agrees that an employee, on being laid off, may apply for, and shall receive, a one (1) year's leave of absence. While on such leave of absence

the employee cannot exercise his/her seniority rights to return to work during the stipulated time of leave, unless otherwise agreed to by the parties hereto. At the expiration of such leave, if the Employer does not recall the employee in the manner provided herein within ten (10) days after the date of the expiration of the leave, the employee may apply for and shall receive another one (1) year's leave of absence. However, such leaves of absence will in no other way affect his/her seniority, and at the expiration of his/her leave, the employee may return to work, provided he/she is physically qualified to do so and provided further that his/her seniority permits him/her to return to work.

- (d) An employee covered herein who may be elected or appointed to an office in Local, State, or Federal Government or to an office in labor organizations other than those described in the leave of absence elsewhere in this Agreement may, upon request, be laid off out of seniority for the purpose of holding such office provided it is determined by the Employer that he/she can be spared from duty. He/she shall continue to accumulate seniority with the Employer during his/her absence and shall return to work no later than thirty (30) days after ceasing to hold such office described in this paragraph, provided he/she is qualified and his/her seniority entitles him/her to do so.
- (e) An employee having at least thirty (30) years of service with the Employer or who has at least twenty (20) years of service and has attained the age of fifty-five (55) or more years shall, upon request, be granted a leave of absence for a period of time not to exceed three (3) months provided it is determined by the Employer that he/she can be spared from duty.

An employee granted such a leave of absence shall return to work at the expiration of his leave provided he/she is qualified and his seniority entitles him/her to do so. Should an employee remain away longer than the leave granted or should he/she accept employment elsewhere while on such leave, his/her employment with the Employer shall be deemed to have terminated.

Section 16. Promotions shall be based on Sectional Seniority. In the event a vacancy occurs in a Section and no employee with seniority rights in the Section is available, the Employer shall notify the Local Unions in writing of such vacancy. Provided further, however, that when a vacancy occurs in a classification and no employee with seniority rights in the section is available, then such vacancy shall be posted in the Newport Plant and filled on the basis of seniority, ability, and qualifications in the opinion of the Employer.

Section 17. Promotional vacancies shall be posted for ten (10) days for written bid in the Section involved and shall be considered open for ten (10) days.

For the convenience of the Employer, temporary assignments may be made until the bids are received and permanent assignments are made. An employee shall not be required to exercise his/her seniority and shall not sacrifice any future rights to bid on vacancies through failure to do so.

Section 18. Unless mutually agreed otherwise between the Employer and the Local Union, an employee signing a posting for a vacancy shall not be permitted to withdraw his/her bid for the vacancy except before the expiration of the posting period.

Section 19. When employees have been laid off for reasons beyond their control and are later re-employed, such lay off shall in no way change their seniority dates on the seniority list.

Section 20. In case of consolidation of Sections, or parts thereof, seniority lists of such classifications affected shall be combined in a manner to be negotiated between the parties hereto.

Section 21. In the event an employee is properly discharged or resigns his/her position, he/she shall forfeit his/her seniority and in the event of re-employment, his/her seniority time and rights shall begin as of the date of his/her re-employment.

Section 22. The Employer will post as a "courtesy posting" before hiring externally, job postings at the Ramsey-Washington Recycling & Energy Center.

ARTICLE VIII VACATION AND OTHER PAID TIME OFF

Section 1. On January 1st of each year, employees hired before 2013 will be entitled to and be credited with the vacation amount set forth in the schedules below, based on the last preceding employment anniversary dates. Employees hired prior to January 1, 2013 will have an anniversary date with respect to vacation of January 1st. Employees hired in 2013, or later, are entitled to the vacation amount set by the schedules below as of their employment anniversary dates, not January 1st.

Section 2. All regular full-time benefit employees covered by this Agreement shall be entitled to vacations with regular pay each calendar year in accordance with the following rules and schedules:

- (a) Employees who have worked less than one (1) year shall ~~not be entitled to vacation~~ of sixteen (16) hours upon hire, which must be taken prior to December 31 of the following calendar year.
- (b) Employees who have seniority and have worked more than one (1) year and less than two (2) years shall be entitled to a vacation ~~the equivalent of one (1) work week or forty (40) hours~~ of fifty-six (56) hours, which must be taken prior to December 31 of the following calendar year.
- (c) Employees who have seniority and have worked more than two (2) years shall be entitled to a vacation ~~the equivalent of two (2) work weeks, or eighty (80) hours~~ of ninety-six (96) hours, which must be taken prior to December 31 of the following calendar year subject to Section 2, Subsection (f) of this Article.
- (d) Employees who have attained both five (5) years or more service and five (5) years or more seniority shall be entitled to a vacation ~~the equivalent of three (3) work weeks, or one hundred twenty (120) hours~~ of one hundred thirty-six (136) hours, which must be taken prior to December 31 of the following calendar year subject to Section 2, Subsection (f) of this Article.
- (e) Employees who have attained both eleven (11) years of service and eleven (11) years of seniority shall be entitled to a vacation of ~~one hundred twenty-eight (128) hours~~ one hundred forty-four (144) hours. Thereafter the aforementioned employee shall accrue an additional eight (8) hours of vacation for each additional year of service and seniority to and including twenty-five (25) years of service and twenty-five (25) years of seniority to provide a maximum of ~~two hundred forty (240) hours~~ two hundred fifty-six (256) hours of vacation which must be taken prior to December 31 of the following calendar year subject to Section 2, Subsection (f) of this Article.
- (f) It is agreed that the Employer has the right to designate the time which an employee is to receive his/her vacation that is in excess of eighty (80) hours. However, the Employer and the Local Union shall consult as to the desires of the employees affected to the end that the employee's wishes on the matter shall be respected insofar as the Employer considers possible.

- (g) On January 1st of each calendar year, in lieu of sick leave, the Employer will provide up to 40 straight time hours of paid time off ("PTO") to full-time employees with seniority who have worked more than one year at regular rates of pay each calendar year to be used no later than April 30th of the following calendar year. New full-time employees hired prior to January 1st who have worked in excess of six (6) months will be provided up to 40 hours of PTO. New employees who work less than six (6) months do not have PTO available to them. New employees who work six (6) months or more (that is, have seniority) will receive twenty (20) hours of PTO and 1/12th of forty (40) hours of PTO for every month worked thereafter for the remainder of the calendar year within their first year of employment up to forty (40) hours. Paid time off, however, will not be allowed to employees who fail to notify their supervisor, either personally or through a third party, in advance of their regular working hours, of the intent to take paid time off, unless it is beyond the control of the employee to so notify the Employer.
- (h) Except as provided for in Section 2, Subsections (f) and (q) of this Article, all vacations shall be taken in increments of hours which are the equivalent of a regular work day.
- (i) Vacation time shall not accumulate past December 31 of the following calendar year unless mutually agreed to otherwise.
- (j) The Employer agrees that any time which may be lost by an employee as a result of an industrial accident occurring while working on the job for the Employer will not be charged against the employee's vacation or PTO record.
- (k) When an employee leaves the service of the Employer or is laid off, all earned and unused vacation time shall be paid. When an employee leaves the service of the Employer or is laid off all earned and unused PTO time shall be paid as follows:
- Only full-time employees with seniority will be paid PTO;
 - Employees will be paid a pro rata share of PTO based on the number of full calendar months completed prior to the effective date of separation from employment;
- For example, an employee with seniority separates from his/her employment on April 1st and at that time has taken no PTO in the current year – the employee is entitled to:
- o (a) Unused PTO from the prior year;
 - o (b) Ten (10) hours of PTO earned through March 31st.
- (l) Prior to April 1 of each calendar year, the Employer shall establish a working schedule for vacation periods. The Employer, in determining vacation schedules, will respect the wishes of the employee as to the time of taking vacation insofar as the needs of the service will permit. Employees within classifications shall have preference by seniority as to the choice of vacation time.
- (m) Except as provided for in Section 2, Subsection (f) of this Article, prior to May 1 of each calendar year the Employer will furnish the Local Union with a vacation schedule.

- (n) Any employee who becomes eligible for funeral leave consideration as provided elsewhere in this Agreement while on vacation shall be removed from vacation and placed on funeral leave. The affected vacation may be rescheduled to a later date as provided for in the Agreement.
- (o) Employees eligible for paid time off under subpart (g) of this Article may use any available time off to attend a dependent sick child under the age of eighteen (18) or a child under the age of twenty (20) still attending secondary school.
- (p) Three (3) employees per shift, per day, per week will be eligible for vacation in accordance with the Employer's policy on vacation scheduling posted annually. This number will be reduced to two (2) in the event staffing levels are reduced by three (3) or more employees.
- (q) Vacation hours may be used, without discipline, to supplement remaining personal time off (PTO) in the event an employee has a balance of PTO remaining that is insufficient to cover an entire shift. PTO balance must be exhausted when used in combination with vacation hours. The partial-shift hours remaining as a result of this use, may be used to cover a partial shift.

ARTICLE IX

Section 1. A Employer practice shall be to permit employees to attend the funeral of a deceased relative (wife, husband, child, father, mother, brother, sister, mother-in-law, father-in-law, grandchild, and grandparent) and such employees shall be permitted to be absent from work the day such death occurs and will not be required to return to work until the second day after the funeral without being docked for such a purpose. In the event out-of-state travel is required to attend a funeral two additional days of paid funeral leave will be provided. To qualify for paid funeral leave employees must notify Human Resources and their immediate supervisor of a need for funeral leave and provide information requested by Human Resources.

Section 2. In the event an employee who has established seniority is injured while performing work for the Employer, the Employer shall reimburse such an employee the difference between the Worker's Compensation pay provided under statute so that combined and regular wages amounts will equal one hundred percent (100%) of net pay. This would apply for up to 104 weeks. Further, this provision would apply per separate injury incidents. "Net pay" means the total amount of regular take-home pay less the workers' compensation benefit payment and less the income tax benefit arising from the tax-free basis of the workers' compensation benefit payment, if any (i.e. subject to an employee's effective income tax rate).

Section 3. As of January 1, ~~2018~~2021 and within the limits set forth in Article XI (Benefits — Maximum Employer Monetary Contribution), the Employer agrees to contribute to the NECA/IBEW Family Medical Care Plan, Plan 16.

Section 4. From the Employer's Maximum Monetary Contribution for Benefits as set forth in Article XI, the Union will allocate up to 100% toward the premium contribution required for all bargaining unit employees by the NECA/IBEW Family Medical Care Plan for the Plan selected by the Union and, at a minimum, in an amount that makes health insurance under the Plan affordable and in compliance with the Affordable Care Act.

Attached as Exhibit C is a fully executed NECA/IBEW Family Medical Care Plan Amendment By Consent to the Agreement Between international Brotherhood of Electrical Workers Local Union 23

and Employer ("Participation Agreement") setting forth among other things Employer's contribution obligation between January 1, 2018 and December 31, 2020 to the NECA/IBEW Family Medical Care Plan. The parties agree that: (1) the employer may unilaterally adjust division of the Employer's Maximum Monetary Contribution for fringe benefits if required to do so pursuant to any binding legal or contractual obligation (e.g., a rate change is directed by the Union pursuant to Article XI of this Agreement or the Board of Trustees adjusts rates); and (2) they will enter into adjusted versions of Exhibit C in the event of any binding adjustment in rates is required by law or by contract.

Section 5. To the extent that the allocation directed by the Union toward the cost of benefits made available under this agreement and/or any participation agreement required by this agreement is insufficient to fund costs or premiums or any other monetary requirement imposed or arising under any of the respective benefit plans or under law, the parties agree and the Union authorizes on behalf of its Employer's member employees the Employer to make pre-tax deductions from employees' wages to fund the costs, premiums or requirements.

Section 6. In the event that during the term of this Agreement, any health care option or coverage under this Agreement becomes insufficient, deficient or unaffordable pursuant to any federal, state or local health care legislation or any other regulation then in effect, the Employer shall have the option to give notice of a limited re-opener of this Agreement for bargaining over the subject matter of this paragraph.

ARTICLE X OTHER

Section 1. The Employer shall have the right to a second opinion, if it desires to do so, and will pay any physicians charges. If there is any conflict between the first and second opinion, those physicians will choose a third physician, who will give a third opinion, and whose opinion shall prevail. The Employer will pay any physician's charges for the third opinion.

Section 2. The Local Union and the Employer agree to deal with each other concerning Apprentices and Apprenticeship Programs for Resource Recovery Facility employees in accordance with the current Joint Apprenticeship Committee Standards and Procedures heretofore agreed to. This Apprenticeship Program shall not be subject to the grievance procedure as set forth in this Labor Agreement.

Section 3. It is understood and agreed that no member of the Local Union shall be discriminated against or denied employment because of his/her activities in matters affecting the Local Union.

Section 4. Changes to this Agreement may be made at any time when mutually agreed to by the Employer and the Local Union.

Section 5. The Union recognizes the Employer's right to determine the location of the business, including the right to relocate and transfer work between facilities.

ARTICLE XI BENEFITS -MAXIMUM EMPLOYER'S MONETARY CONTRIBUTION

Section 1. ~~In the first year of this Agreement,~~ **Beginning January 1, 2021** the Employer's maximum monetary contribution for each employee for all benefits will be ~~adjusted from the \$9.95 per hour for 2018 and annually thereafter in accordance with the Agreement of the parties~~ **\$10.74 per hour.** For purposes of this provision, benefits will be calculated per hour up to forty (40) hours worked per week (that is, not including overtime) worked to be divided as directed by the Union between the NECA-IBEW Family Medical Care Plan (medical, dental, vision), "special fund", long term disability, short-

term disability, and life insurance. For purposes of this section hours worked means regular pay for actual hours worked (not including overtime), vacation, PTO, holidays, funeral pay, jury duty pay and workers' compensation pay.

Section 2. Beginning on January 1, 2018 ~~2021~~ and on each year thereafter through December 31, ~~2020~~ ~~2021~~ for the term of this Agreement the Employer's maximum contribution per hour for all benefits as set forth in Section 1 of this Article will increase by the same percentage ~~if any~~, that wages increase as determined by the cost of living adjustment provisions of this Agreement set forth in Exhibit A (Wages and Cost of Living Adjustments). ~~No later than each December 1 in each year of this Agreement for the term of this Agreement the Union will notify the Employer of division of the Employer's Maximum Monetary Contribution as set forth in Section 1 for all benefits for the following year.~~

ARTICLE XII PENSION

Effective January 1, ~~2018~~ ~~2021~~ and thereafter employees shall **continue to** be covered by PERA administered by the Minnesota State Retirement System (MSRS).

ARTICLE XIII -457(b)

The Employer will **continue to** provide effective January 1, ~~2018~~ ~~2021~~ and thereafter a 457(b) Plan for the duration of this Agreement in coordination with MSRS.

ARTICLE XIV ENTIRE AGREEMENT

This Contract represents the entire Agreement between the parties. The Union acknowledges that during the term of collective bargaining it has had the ability to make any and all proposals concerning wages, hours, and conditions of employment and that all such agreements are contained herein. The Union expressly agrees, for itself and for its members, that any wages, hours or conditions of employment not contained within the four corners of this document, including any claimed binding practice, "Exhibit Bs" and/or any letter of understanding, memorandum or any "procedural" agreement preceding the term of this Agreement shall not be binding on the employer. The foregoing shall not include release agreements relating to the RRT Pension Plan or other releases negotiated during the negotiations relating to this contract.

ARTICLE XV SEPARABILITY AND SAVINGS

In the event that any provision of this Agreement is found to be in conflict with state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. If a provision of this Agreement is invalidated by state or federal law, the Employer and the Union shall meet for the purpose of considering lawful substitute provisions as soon as there has been a final determination by a court of competent jurisdiction on the validity of such provision, and all appeals have been exhausted or the time for such appeal has expired.

EXHIBIT "A"

WAGES AND COST OF LIVING ADJUSTMENTS

Section 1. Wages shall increase by 2.5% effective January 1, 2021. ~~from January 1, 2018 forward and for the term of this Agreement will be determined in accordance with the cost of living adjustments (COLA) formula and procedures set forth herein. The parties agree that COLA changes for the period of January 1, 2018 through December 31, 2020 may result in an increase in wages depending on changes to the COLA index identified in Section 2.~~

~~Section 2. For all purposes related to COLA, the parties will utilize the COLA data published by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, Selected Areas, Midwest Urban (Consumer Price Index - CPI)(unadjusted percentage change i.e., non seasonal) found at the Bureau of Labor Statistics web site. The CPI the parties have agreed to is accessed as follows:~~

- ~~■ Go to www.bls.gov~~
- ~~■ Select drop down menu for Subject Areas and then select Consumer Price Index~~
- ~~■ On the left side of that page select CPI Databases~~
- ~~■ On the CPI Databases Page select Urban Wage Earners and Clerical Workers (Current Series), second option in that row (One Screen Data Search)~~
- ~~■ On the Urban Wage Earners and Clerical Workers search screen/page select "Midwest Urban" under "Select an Area," "All Items" under "Select one or more items," "not seasonally adjusted" under "Select Seasonal Adjustment" (and ensure that "seasonally adjusted" is not checked) and then "Retrieve Data" at that bottom.~~
- ~~■ On the Databases, Tables & Calculators by Subject page, click "More Formatting Options"~~
- ~~■ On the additional formatting options page select 12 month percentage option under "select view of the data," the prior year to the current under "Specify year range," and October under "Select one time period" then click "Retrieve Data."~~

~~The parties have been informed by the Bureau of Labor Statistics that the Midwest Urban CPI as a "W" CPI may be eliminated. In the event the agreed to CPI is eliminated or cannot be located, either party may re-open this Agreement in order to negotiate a substitute CPL. It is the parties' intent that in the event of any re-opener to negotiate a substitute CPI, to the extent possible, a Midwest or Regional urban CPI is desired.~~

~~Section 3. The percentage change in CPI will be determined by the percent change in CPI from October of one year to October of the immediately preceding year. For example, wage Adjustments that became effective on January 1, 2018 will be based on the percentage change to the above CPI from October 2016 to October 2017.~~

~~Section 4. Wage adjustments will be implemented each January 1st of each year of the Agreement by an amount equal to the percentage change, if any, determined under Section 3 above.~~

GRE&E Classifications	Hourly. Wage Rates as of Jan. 1, 20172021
Journeyman Electrical-Mechanical Maintenance	\$33.58 \$36.24
Apprentice Electrical-Mechanical Maintenance (Level 6)	\$31.90 \$34.43
Apprentice Electrical-Mechanical Maintenance (Level 5)	\$30.22 \$32.63
Apprentice Electrical-Mechanical Maintenance (Level 4)	\$28.54 \$30.81
Apprentice Electrical-Mechanical Maintenance (Level 3)	\$26.86 \$28.99
Apprentice Electrical-Mechanical Maintenance (Level 2)	\$25.19 \$27.19
Apprentice Electrical-Mechanical Maintenance (Level 1)	\$23.51 \$25.38
Journeyman Processor	\$30.18 \$32.58
Apprentice-Processor (Fourth Step)	\$28.67 \$30.95
Apprentice-Processor (Third Step)	\$27.16 \$29.32
Apprentice-Processor (Second Step)	\$25.65 \$27.69
Apprentice-Processor (First Step)	\$24.14 \$26.06
Helpers	\$21.21 \$22.89
Third 6 Months	\$20.45 \$22.08
Second 6 Months	\$19.55 \$21.10
First 6 Months	\$18.64 \$20.11

Advancement to all of the above levels will be accomplished according to a performance-based check off system and applicable supplemental training in accordance with Article IX, Section 4 of the Labor Agreement.

Premium pay of ~~\$1.30~~ **\$2.00** per hour will apply when assigned to static midnight shift **beginning January 1, 2021.**

Premium pay of ~~\$1.40~~ **\$1.30** per hour will apply when assigned to static afternoon shift **beginning January 1, 2021.**

Percent of 2 Year Journeyman's Base Rate

1st Step 80%
 2nd Step 85%
 3rd Step 90%
 4th Step 95%

Percent of 3 year Journeyman's Base Rate

1st Step 70%
 2nd Step 75%
 3rd Step 80%
 4th Step 85%
 5th Step 90%
 6th Step 95%

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates below.

RAMSEY/WASHINGTON RECYCLING
& ENERGY BOARD

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL NO. 23

By: _____
R&E BOARD CHAIR

By: _____
DUANE A. PETERS, President

Date

Date

By: _____
MICHAEL H. HOPPE, Business Manager

Date

Recommended by Joint Leadership Team:

By: _____

ZACK HANSEN, Ramsey County

Date: _____

Final Approval

_____, 2018 2020

By: _____

~~JUDY HUNTER~~ NICOLE STEWART, Washington County

Date: _____

By: _____

~~SEAN PFEIFFER~~, Ramsey County Finance

Date: _____

Approved As To Form:

By: _____

Assistant County Attorney

Date: _____

EXHIBIT Bs

NOT ATTACHED; ITEMIZED IN ARTICLE IV, SECTION 2

Exhibit Bs are not attached, but are only itemized in (and only consist of) the documents identified in Article IV, Section 2 of the foregoing Agreement.

EXHIBIT C

FMCP Participation Agreement for Covered Employees, to be added following full execution by the parties.



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:	October 22, 2020	AGENDA ITEM:	VI.e.
SUBJECT:	Authorize Processing Enhancements Solicitations		
TYPE OF ITEM:	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input checked="" type="checkbox"/> ACTION
SUBMITTED BY:	Joint Leadership Team (JLT)		

R&E BOARD ACTION REQUESTED:

1. Authorize the JLT to issue a request for proposals for materials and equipment needed for the separation and collection of organics using durable compostable bags (DCBs) project and return to the Recycling & Energy Board for contract approval.
2. Authorize the JLT to issue a request for proposals for materials and equipment needed for recyclables recovery from mixed municipal solid waste project and return to the Recycling & Energy Board for contract approval.
3. Authorize the JLT to issue a request for bids for building construction and trades services needed for the processing enhancements projects and return to the Recycling & Energy Board for contract approval.

EXECUTIVE SUMMARY:

The Recycling & Energy (R&E) Board approved the R&E Center's Procurement Plan on August 21, 2019. At its meeting on December 18, 2019 the R&E Executive Committee approved a contract for preconstruction and design services for processing enhancements projects at the R&E Center with Adolfson & Peterson (A&P) Construction, KOMA Architects, and SCS Engineers following a solicitation process. The construction manager and architect/engineer have completed the schematic design and are working on completion of design development which includes construction and design documents that can be used for soliciting contractors and equipment vendors.

The next step in developing the R&E Center enhancements is to procure contract services for elements of the work. This work will be separated into three different projects:

- Organics/DCB Building Construction
- Organics/DCB System Equipment
- Recyclables Recovery System Equipment

A&P Construction maintains a construction schedule (attached) Upon completion of construction and design documents, solicitation documents, including separate requests for proposals for equipment and a request for bids for building construction will be issued according to the schedule. These steps are expected to occur beginning in early January 2021. JLT is seeking authority to release these documents because they occur

Subject: *Authorize Processing Enhancements Solicitations*

prior to the next R&E Board meeting in January 2021. JLT will inform the R&E Board when released. Upon review of bids and proposals, JLT will return to the R&E Board recommending resulting contracts for approval.

ATTACHMENTS:

1. Draft Resolution
2. Construction Manager's R&E Project Schedule

FINANCIAL IMPLICATIONS:

None currently. Resulting contracts will commit R&E to spending funds on enhancements.

AUTHORIZED SIGNATURES

DATE

JOINT LEADERSHIP TEAM

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Zack Hansen
DocuSigned By: Zack Hansen
DocuSigned by:
Nicole Stewart
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DocuSigned by:
Alexandra Kotze
CD541CA1CD684F6...
DocuSigned by:
John A. Ristad
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John A. Ristad
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10/14/2020

10/14/2020

10/14/2020

RAMSEY COUNTY ATTORNEY

10/14/2020

WASHINGTON COUNTY ATTORNEY

10/14/2020

RESOLUTION R&EB-2020-15

WHEREAS, it is the stated policy of the State of Minnesota, under the Waste Management Act, to manage solid waste in an environmentally sound manner; and

WHEREAS, Ramsey and Washington Counties (the "Counties") have committed to continue to protect and ensure the public health, safety, welfare and environment of each County's residents and businesses through sound management of solid and hazardous waste generated in each County; and

WHEREAS, Ramsey and Washington Counties have in place County Solid Waste Management Master Plans ("Master Plans") approved by the Commissioner of the Minnesota Pollution Control Agency, which state the policy goal of maintaining and improving an integrated system of solid waste management that supports Minnesota's hierarchy of solid waste management, with an emphasis on waste reduction, reuse, recycling and composting before the remaining solid waste is managed through resource recovery; and

WHEREAS, the Master Plans also include policies that affirm the processing of waste, for recovering energy and recyclables, and other beneficially usable materials, as the preferred method to manage solid waste that is not reduced, reused or recycled; and

WHEREAS, the Ramsey/Washington Recycling & Energy Board ("R&E Board") is governed by the amended and restated joint powers agreement by and between Ramsey County and Washington County dated September 22, 2015 ("Joint Powers Agreement"); and

WHEREAS, the R&E Board, and its predecessor the Ramsey/Washington County Resource Recovery Project Board ("Project Board"), invested considerable time and effort into evaluating the future of the solid waste system in the East Metro area; and

WHEREAS, as part of that evaluation, the Project Board and R&E Board investigated and evaluated different waste management technologies, including source separation of organics and processing of mixed municipal solid waste (MSW) to remove recyclables; and

WHEREAS, with waste designation in effect, the R&E Center receives a predictable and reliable waste stream for the processing of MSW, allowing the R&E Board to work to develop alternate methods of recovering organic waste and recyclables; and

WHEREAS, a peer-reviewed preliminary engineering design has been completed for enhancements to the R&E Center that would recover source-separated organic waste in durable compostable bags and add equipment for removal of recyclables; and

WHEREAS, the R&E Board approved the R&E Center's Processing Enhancements Procurement Plan on August 21, 2019. **NOW, THEREFORE, BE IT**

RESOLVED, the R&E Board hereby authorizes the R&E Joint Leadership Team (JLT) to issue a request for proposals for materials and equipment needed for the separation and collection of organics using durable compostable bags (DCBs) project and return to the Recycling & Energy Board for contract approval. **BE IT FURTHER**

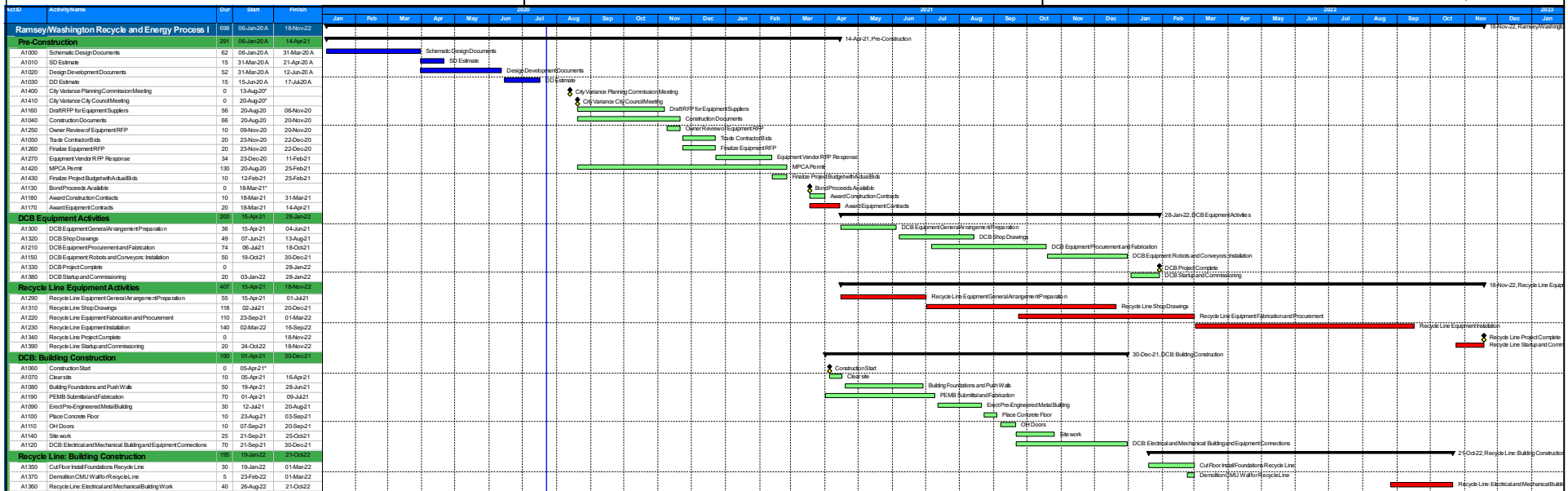
Draft Resolution: Processing Enhancements Solicitations Authorization

RESOLVED, The R&E Board hereby authorizes the JLT to issue a request for proposals for materials and equipment needed for recyclables recovery from mixed municipal solid waste project and return to the Recycling & Energy Board for contract approval. BE IT FURTHER

RESOLVED, the R&E Board authorizes the JLT Authorize the JLT to issue request for bids for building construction and trades services needed for the processing enhancements projects and return to the Recycling & Energy Board for contract approval.

Fran Miron, Board Chair
October 22, 2020

Attest
October 22, 2020



■ Actual Work
■ Remaining Work
■ Critical Remaining Work
◆ Baseline...
◆ Milestone
▬ Summary

Ramsey/Washington Recycle and Energy
Process Enhancements





**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:	October 22, 2020	AGENDA ITEM:	VI.f.
SUBJECT:	Letter to MPCA – Certificate of Need Metro Landfills		
TYPE OF ITEM:	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input checked="" type="checkbox"/> ACTION
SUBMITTED BY:	Joint Leadership Team (JLT)		

R&E BOARD ACTION REQUESTED:

Authorize the chair and vice-chair of the R&E Board to sign letters to the Minnesota Pollution Control Agency (MPCA) upon requests to R&E from Twin Cities metropolitan area landfills for certificate of need (CON) requests.

EXECUTIVE SUMMARY:

The Metropolitan Landfill Abatement Act, Minn. Stat. § 473.823, subd. 6, states that no new land disposal capacity for mixed municipal solid waste (MSW) shall be permitted in the Twin Cities metropolitan area without a certificate of need (CON) issued by the Minnesota Pollution Control Agency (MPCA) indicating that the additional disposal capacity is needed. The MPCA must certify need only to the extent that there are no feasible and prudent alternatives to land disposal.

MPCA issued a notice of intent to accept CON requests in July 2020. The notice informs landfills located in the metropolitan area seeking additional MSW disposal capacity of the requirements for requesting a CON. MPCA issued the notice of intent because resource recovery facilities serving the metropolitan area were operating at full capacity during the first quarter of 2020, resulting in seven metro counties certifying disposed waste as unprocessable in accordance with state law.

Under state law, a CON request by a landfill must include annual solid waste estimates and the origin of waste from each county or a waste management district. This information must be provided in the form a letter from the county or district board if it is not part of a county's waste management master plan.

The Joint Leadership Team has confirmed with the MPCA that letters related to CON may come from a joint powers board (JPA) such as the R&E Board on behalf of Ramsey and Washington counties or from the Partnership on Waste & Energy, a JPA between the R&E Board and Hennepin County. R&E has also worked with the MPCA to update combined solid waste estimates for the two counties through R&E.

CON requests from MSW landfills have 180 days after the MPCA notice to be submitted. Requests for letters can be expected through the end of the year.


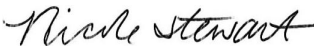


SUBJECT: Letter to MPCA - CON Metro Landfills

ATTACHMENTS:

1. Draft Resolution

FINANCIAL IMPLICATIONS:

None

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	
	10/14/20
	10/14/20
RAMSEY COUNTY ATTORNEY	
	10/15/20
WASHINGTON COUNTY ATTORNEY	
	10/15/20

RESOLUTION R&EB-2020-16

WHEREAS, it is the stated policy of the State of Minnesota, under the Waste Management Act, to manage solid waste in an environmentally sound manner; and

WHEREAS, Ramsey and Washington counties have in place County Solid Waste Management Master Plans (“Master Plans”) approved by the Commissioner of the Minnesota Pollution Control Agency, which state the policy goal of maintaining and improving an integrated system of solid waste management that supports Minnesota’s hierarchy of solid waste management, with an emphasis on waste reduction, reuse, recycling and composting before the remaining solid waste is managed through resource recovery; and

WHEREAS, the Master Plans also include policies that affirm the processing of waste for recovering energy and recyclables, and other beneficially usable materials, as the preferred method to manage solid waste that is not reduced, reused or recycled; and

WHEREAS, the Ramsey/Washington Recycling & Energy Board (R&E Board) is governed by the amended and restated Joint Powers Agreement by and between Ramsey County and Washington County dated September 22, 2015 (Joint Powers Agreement); and

WHEREAS, following the Metropolitan Landfill Abatement Act, Minn. Stat. §473.823, subd.6, the Minnesota Pollution Control Agency (MPCA) has issued a notice of intent to accept certificate of need (CON) requests from landfills in the metropolitan area seeking additional mixed municipal solid waste (MSW) disposal capacity; and

WHEREAS, a CON request submitted by a landfill must include annual solid waste estimates and the origin of waste from a county or a waste management district in the form of a letter from each county or district board if not part of a county’s Solid Waste Management Master Plan; and

WHEREAS, the R&E Board as a joint powers board may provide the letter on behalf of Ramsey and Washington counties; and

WHEREAS, the R&E Board is in a joint powers agreement with Hennepin County for the Partnership on Waste and Energy (Partnership). NOW, THEREFORE, BE IT

RESOLVED, the R&E Board hereby authorizes the chair and vice-chair of the R&E Board and/or the Partnership to sign a letter to the MPCA upon requests to R&E from Twin Cities metropolitan area landfills for certificate of need (CON) requests.

Fran Miron, Board Chair
October 22, 2020

Attest
October 22, 2020



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

R&E BOARD MEETING DATE:	October 22, 2020	AGENDA ITEM:	VIII.
SUBJECT:	R&E Updates and Reports		
TYPE OF ITEM:	<input checked="" type="checkbox"/> INFORMATION	<input type="checkbox"/> POLICY DISCUSSION	<input type="checkbox"/> ACTION <input type="checkbox"/> CONSENT
SUBMITTED BY:	Joint Leadership Team		

R&E BOARD ACTION REQUESTED:

For Information only.

EXECUTIVE SUMMARY:

Staff will provide updates on R&E projects and operations.


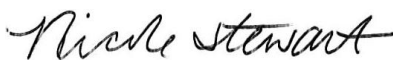
Staff will provide a written report of new contracts and amendments that were executed under authority of R&E's procurement guidelines during the period September 1, 2020 through September 30, 2020. Funding for the contracts is available in the approved 2020 Joint Activities and Facility Budgets, following approval as to form by the Ramsey County or Washington County Attorney's Office.

ATTACHMENTS:

1. Procurement Report

FINANCIAL IMPLICATIONS:

None.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	
	10/15/20
	10/13/20



**RAMSEY/WASHINGTON
RECYCLING & ENERGY**
CONNECTING VALUE TO WASTE

Report of all contracts and amendments executed under authority of Recycling & Energy's procurement guidelines (Resolution R&EB 2019-2), September 1, 2020 through September 30, 2020.

Vendor	Effective Date	Description	NTE/Budgeted Amount	Procurement Type
Loaves and Fishes	9/1/2020	Joint Activities - food recovery services	NTE \$26,000	Single Source
Langer Construction Co.	9/3/2020	Facility - admin remodel & RDF loadout	\$2,976,977	Request for Bids
Christian Cupboard Emergency Food Shelf	9/1/2020	Joint Activities - food recovery services	NTE \$27,704	Single Source