



300 E. Locust Street, Ste. 100
Des Moines, Iowa 50309
515-244-0021

MEMORANDUM

DATE: July 14, 2023

TO: MWA Board Members

CC: MWA Staff

FROM: Michael McCoy, Executive Director

RE: Wednesday, July 19, 2023, Board Meeting

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This month's board meeting is scheduled for Wednesday, July 19, 2023, at 5:45 pm in the board room at Central Office (300 East Locust Street, Ste. 100, Des Moines, Iowa). If you have questions about any items listed below, please call me at 323.6535 (w) or 707.3869 (c). I look forward to seeing you on Wednesday.

The following numbered items correspond with the number of the item on the agenda:

Regular Agenda Items for Approval

9. Resolution 07-23-03 – Approval of Executive Director FY22/23 Review and FY23/24 Salary Adjustment – Action Item
A performance review for Executive Director Michael McCoy was performed by the Metro Waste Authority Board of Directors Chair, Dean O'Connor, and a committee comprised of Ron Pogge, Urbandale, and Mark Holm, Ankeny. Twelve performance reviews were submitted and reviewed. Overall performance ratings and comments were positive and indicated that McCoy met or exceeded board expectations for FY22/23. Recommend for approval.
10. Resolution 07-23-04 – Approval of Additional FTE's – Action Item
Metro Waste Authority has incurred significant expenses related to overtime. The recommendation of hiring one additional Transfer Driver, Mechanic, Light Utility, and two additional Utility would right-size staffing and offset overtime expenses. Staff recommend approval.
11. Resolution 07-23-05 – Approval of Optical Sorter Purchase at Metro Recycling Facility – Action Item
In the original design plans for Metro Recycling Facility (MRF), four optical sorters were proposed with three installed. Adding the fourth optical sorter would increase material output from 24 tons/hr. to 30 tons/hr., while decreasing contamination. The FY23/24 budget includes capital funds totaling \$1M for the purchase of the optical sorter. Staff recommend approval.

12. Resolution 07-23-06 – Approval of One (1) Year Union Contract with Terms Retroactive to July 1, 2023 – Action Item
Metro Waste Authority staff proposes a one (1) year agreement that includes all of the tentative agreements reached by the parties during the negotiations, except for the length of the contract. The proposal includes wage increase of 3.00%, PTO plan, and adds new pay ranges for Light Utility and Equipment Mechanic positions. Staff recommend approval.
13. Resolution 07-23-07 – Approval of 3.00% Raise for Union Employees Retroactive to July 1, 2023 – Action Item
Staff proposes that, if the Board decides not to execute a collective bargaining agreement with the Union, the Board approve a three percent (3.00%) wage increase for all Union employees retroactive to July 1, 2023. Staff recommend approval.



**Board of Directors
2023 Calendar Year**

**Dean O'Connor
Chair**

**Rob Sarchet
Vice-Chair**

Dean O'Connor
Altoona

Mark Holm
Ankeny

Bob Peffer
Bondurant

John Edwards
Clive

Joe Gatto
Des Moines

Steve Allen
Elkhart

David Gisch
Grimes

Tom Cope
Johnston

Bill Roberts
Mitchellville

Brian Baker
Norwalk

Mark Konrad
Pleasant Hill

Rob Sarchet
Polk City

Tom Hockensmith
Polk County

Gerald Lane
Runnells

Matt Blake
Urbandale

Doug Loots
West Des Moines

Susan Skerics
Windsor Heights

**Michael McCoy
Executive Director**

**Metro Waste Authority
Board Meeting
July 19, 2023**

MWA Central Office
300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309
5:45 pm

Agenda

1. Call to Order, Roll Call
2. Approval of Regular Agenda
3. Public Forum

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests an item be removed for consideration:

4. Approval of Consent Agenda – Items 4 through 7
5. Consideration of Minutes June 21, 2023, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 07-23-01 – Consideration of May 2023, Financial Statements – Action to Receive and File
7. Resolution 07-23-02 – Consideration of June 2023, Monthly Expenditures – Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval – Items 8 through 13

8. Closed session pursuant to Iowa Code 21.5(1) "i" to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation.
9. Resolution 07-23-03 – Approval of Executive Director FY22/23 Review and FY23/24 Salary Adjustment – Action Item
10. Resolution 07-23-04 – Approval of Additional FTE's – Action Item
11. Resolution 07-23-05 – Approval of Optical Sorter Purchase at Metro Recycling Facility – Action Item
12. Resolution 07-23-06 – Approval of One (1) Year Union Contract with Terms Retroactive to July 1, 2023 – Action Item



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MWA Board Meeting
July 19, 2023

13. Resolution 07-23-07 – Approval of 3.00% Wage Increase for Union Employees Retroactive to July 1, 2023 – Action Item
14. Director's Report
15. Chair's Report
16. General Board Discussion and Other Business
17. Correspondence
18. Adjournment

August Executive/Finance Meeting: August 2, 2023, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa, 12:00 pm.

August Board Meeting: August 16, 2023, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa, 5:45 pm.



300 E. Locust Street, Ste. 100
Des Moines, Iowa 50309
515-244-0021

June 21, 2023, Unofficial Metro Waste Authority Board Meeting Minutes

1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. Dean O'Connor, chair, called the June 21, 2023, Metro Waste Authority Board Meeting to order at 5:45 pm. A quorum was present.

Roll Call – MWA Board Representatives/Alternates in Attendance

Dean O'Connor, Altoona – In Person
Mark Holm, Ankeny – Virtual
John Edwards, Clive – In Person
Joe Gatto, Des Moines – In Person
David Gisch, Grimes – Virtual
Tom Cope, Johnston – In Person
Bill Roberts, Mitchellville – In Person
Mark Konrad, Pleasant Hill – Virtual
Rob Sarchet, Polk City – In Person
Tom Hockensmith, Polk County – Virtual
Gerald Lane, Runnells – In Person
Matt Blake, Urbandale – Virtual
Bret Hodne, West Des Moines – Virtual
Threase Harms, Windsor Heights – Virtual

2. Approval of Regular Agenda

Moved by Clive, seconded by Des Moines, to approve the June 21, 2023, board meeting agenda as amended. Motion carried unanimously by voice vote.

3. Public Forum

There were no requests to address the Board.

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests that an item be removed for consideration:

4. Approval of Consent Agenda – Items 4 through 16

Moved by Clive, seconded by Des Moines, to approve the Consent Agenda, items 4 through 16. Motion carried unanimously by voice vote.

5. Consideration of Minutes of April 2023, Metro Waste Authority Board Meeting – Action for Approval

6. Resolution 06-23-01 - Consideration of March 2023, Financial Statement - Action to Receive and File

7. Resolution 06-23-02 - Consideration of April 2023, Monthly Expenditures - Action for Approval

8. Resolution 06-23-02 - Consideration of March 2023, Monthly Expenditures - Action for Approval
9. Resolution 06-23-02 - Consideration of April 2023, Monthly Expenditures - Action for Approval
10. Resolution 06-23-02 - Consideration of May 2023, Monthly Expenditures - Action for Approval
11. Resolution 06-23-06 - Approval of Semiannual Bond Payment to Polk County - Action for Approval
12. Resolution 06-23-07 - Approval of Prairie Solid Waste Contract Renewal - Action for Approval
13. Resolution 06-23-08 - Approval of Agreement Extension for Clean Harbors Environmental Services, Inc. - Action for Approval
14. Resolution 06-23-09 - Approval of Agreement Extension for A-Tec Recycling - Action for Approval
15. Resolution 06-23-10 - Approval of Remodel for Metro Park East Administration Building - Action for Approval
16. Resolution 06-23-11 - Approval of Furniture for Metro Park East Administration Building - Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval - Items 17 through 22

17. Discussion: Workers Compensation Rate
 Moved by Clive, seconded by Des Moines, to amend the regular agenda by moving discussion item 21 to item 17.

 Michael McCoy, executive director, introduced Lane Danielson from TrueNorth, insurance broker for Metro Waste Authority (MWA). Danielson reported MWA has purchased workman's compensation insurance through IMWCA since 2016. Under newly proposed pricing, MWA would not receive any discounts and rates would increase. TrueNorth and MWA are assessing alternative options.
18. Resolution 06-23-12 - Approval of Skylight Replacement for Metro Park East Landfill Administration Building - Action Item
 Moved by Clive, seconded by Des Moines, to approve Resolution 06-23-12. Motion carried unanimously by voice vote.

 Cassie Riley, public affairs administrator, reported the skylight at Metro Park East Landfill (MPE) leaks and needs replaced. The cost is unbudgeted at \$25,975.00; however, funds are available in the site maintenance fund.

19. Resolution 06-23-13 - Approval of Council Bluff Recycling Contract - Action Item
Moved by Clive, seconded by Des Moines, to approve Resolution 06-23-13. Motion carried unanimously by voice vote.

Leslie Irlbeck, deputy director, reported the City of Council Bluffs is moving from dual to single stream recycling. The proposed is a three-year agreement to accept, process, and market their recyclable material. MWA anticipates accepting 2,000 tons per year. Per the agreement, two audits will be performed to assess contamination in the first year.

20. Discussion: Automation of Can Redemption
Dan Haag, recycling administrator, reported staff are scheduling tours of facilities with automated can redemption equipment.
21. Discussion: Curb It! Extra
Riley reported the annual fee for Curb It! Extra has been unchanged for at least the last five years. Staff are considering a price adjustment to \$36.00 per year to align with the actual cost of collection.
22. Closed Session
Moved by Clive, seconded by Des Moines, to enter closed session at 6:16 pm. as provided in Iowa Code 21.5.1(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

A motion was made by Clive, seconded by Johnston, to adjourn closed session at 6:44 pm. Motion carried unanimously by voice vote. The public meeting reconvened at 6:45 pm.

23. Director's Report
McCoy reported Roll Off's of Des Moines is seeking permission to build a C&D Transfer Station in Des Moines.

Irlbeck reported three cardboard drop-offs placed at municipal buildings in Ames have received a positive response.

McCoy reported MWA has launched branded bagged compost. The compost is being sold at MPE, Metro Hazardous Waste Drop-Off, and Metro Recycling Facility.

Irlbeck reported staff have been evaluating the number of full-time employees at MPE to reduce the amount of overtime that is currently being accumulated. Staff will provide more information during the July board meeting.

The July executive finance meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, July 5, 2023, at 12:00 pm.

The July board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, July 19, 2023, at 5:45 pm.

24. Chair's Report
Dean O'Connor, chair, reported surveys for the Executive Director Annual Review will be emailed later in the week and are requested back by Friday, June 30. Additionally, a committee has been formed to review the survey's and provide a recommendation.

25. General Board Discussion and Other Business

No report.

26. Adjournment

Moved by Clive, seconded by Johnston, to adjourn the June 21, 2023, board meeting. Motion carried unanimously by voice vote. Meeting adjourned at 6:56 pm.

Michael McCoy, Executive Director

Dean O'Connor, Chair

**METRO WASTE AUTHORITY
BILLS PAID IN JUNE 2023**

VENDOR NAME	SERVICE PROVIDED	AMOUNT
3E COMPANY	HEALTH,SAFETY,DUES,SUBSCRIP	\$ 1,500.00
A KING'S THRONE, LLC	BUILDING SERVICES	\$ 217.50
A TECH, INC.	SECURITY	\$ 470.55
AARON DEMOSS	REIMBURSEMENT	\$ 36.36
ABM PARKING	PARKING	\$ 5,700.00
ADDISON MASTERS	CAN REDEPMTION REFUND	\$ 999.00
ADVENTURE LIGHTING	ELECTRICAL SUPPLIES	\$ 675.96
AFLAC	INSURANCE PREMIUM	\$ 287.76
AIR MACH INC.	SITE MAINTENANCE	\$ 656.00
AIRGAS, INC. DBA AIRGAS USA, LLC	EQUIPMENT FUEL	\$ 19.22
ALL FORMS & SUPPLIES, LTD	OFFICE SUPPLIES	\$ 543.52
ALMOST FAMOUS POPCORN	PUBLIC INFORMATION/PROMOTION	\$ 900.00
AMERICAN MARKING, INC.	OFFICE SUPPLIES	\$ 48.00
ANKENY SANITATION	WASTE/DROP OFF/CONTRACT EXPENS	\$ 409,248.92
ARAMARK UNIFORM SERVICES, INC.	RAGS/MATS/SUPPLIES	\$ 839.83
ARSENAULT ASSOCIATES	COMPUTER SUPPLIES/MAINTENANCE	\$ 3,245.01
ASPEN WASTE SYSTEMS, INC.	CURBSIDE/DROP OFF/WASTE COLL	\$ 2,646.00
A-TEC RECYCLING, INC.	CONTRACT DISPOSAL	\$ 6,723.25
ATLANTIC BOTTLING COMPANY	OFFICE SUPPLIES	\$ 422.80
AUREON COMMUNICATIONS	TELEPHONE EXPENSE	\$ 9,930.80
BLANK CHILDREN'S HOSPITAL	PROGRAM DEVELOPMENT	\$ 999.00
BOMGAARS	PARTS/SMALL TOOLS/SUPPLIES	\$ 877.35
BONDURANT, CITY OF	UTILITIES	\$ 108.96
BOOT BARN	HEALTH/SAFETY	\$ 1,415.65
BRICK GENTRY P.C.	LEGAL FEES	\$ 1,014.00
C.J. MOYNA & SONS, INC	MPW CELL D	\$ 602,395.95
CAMP TOWNSHIP FIRE DEPT. - HOST FEES	HOST FEES	\$ 3,430.03
CAPITAL CITY EQUIPMENT CO.	EQUIPMENT/PARTS/LABOR	\$ 4,676.01
CENTRAL STATES WIRE PRODUCTS, INC	MRF SUPPLIES	\$ 15,949.12
CENTRAL UNITED LIFE INSURANCE	LIFE INSURANCE	\$ 152.22
CFI TIRE SERVICE	TIRES	\$ 21,131.24
CHAMPLIN TIRE RECYCLING, INC	TIRE PROCESSING	\$ 14,345.83
CITY GARDENS, INC	SITE MAINTENANCE	\$ 7,902.05
CITY OF ALTOONA	REFUND REQUEST	\$ 717.45
CITY OF COUNCIL BLUFFS	PURCHASE OF COMMODITIES	\$ 26,566.00
CITY OF PERRY	LEACHATE PROCESSING	\$ 7,282.71
CITY OF URBANDALE	MWA GRANT PROGRAM	\$ 31,955.55
CLEAN DES MOINES, INC.	JANITORIAL SERVICES	\$ 1,325.00
CLEAN HARBORS ENV. SERVICE INC	CONTRACT DISPOSAL	\$ 24,681.92
COMMONWEALTH ELECTRIC COMPANY	SITE MAINTENANCE	\$ 504.30
COMPETITIVE EDGE	PUBLIC INFORMATION/PROMOTION	\$ 570.50
CONSTRUCTION & AGGREGATE PRODUCTS	LEACHATE MAINTENANCE/COLLECTIO	\$ 48.00
CRYSTAL CLEAR	OFFICE SUPPLIES	\$ 322.09
DANIEL HAAG	TRAVEL REIMBURSEMENT	\$ 91.70
DAN'S OVERHEAD DOORS 4	BUILDING REPAIRS	\$ 428.24
DATASHIELD CORP	RECYCLING EXPENSE	\$ 51.82
DENIS SUPPLY COMPANY	SMALL TOOLS/SUPPLIES	\$ 15.55
DEREK OBORNY	REIMBURSEMENT	\$ 14.00
DES MOINES MOBILE WASH, INC	PREVENTIVE MAINTENANCE	\$ 3,542.00
DES MOINES WATER WORKS	UTILITIES	\$ 748.98
DES MOINES, CITY OF	LEASE/LEACHATE PROCESSING	\$ 47,690.80
DIAM PEST CONTROL	PEST CONTROL	\$ 343.00
DIAMOND OIL COMPANY	EQUIPMENT FUEL	\$ 2,552.25
DJ SERVICES LLC	SITE MAINTENANCE	\$ 1,725.00
DRAVID SABARISH	TRAVEL REIMBURSEMENT	\$ 320.95
DUKE AERIAL, INC.	MRF EQUIPMENT RENTAL	\$ 2,428.20
ELECTRICAL ENG. & EQUIP. CO.	PARTS/LABOR	\$ 984.24
EXPRESS HOLDINGS LLC	BUILDING SERVICES	\$ 85.50
EXPRESS LAUNDRY	FLOOR MATS	\$ 234.27
FASTENAL COMPANY	HEALTH/SAFETY	\$ 300.00
FERRELLGAS	UTILITIES/EQUIPMENT FUEL	\$ 1,387.34
FINISHING TOUCHEZ	SITE MAINTENANCE	\$ 300.00
FIRST CHOICE SERVICES / US COFFEE	OFFICE SUPPLIES	\$ 140.00
FLYNN WRIGHT	PUBLIC INFORMATION/PROMOTION	\$ 2,837.00
FORCE FITTERS LLC	EMPLOYEE UNIFORM	\$ 1,445.15

FREIGHTLINER OF DES MOINES, INC	PARTS	\$ 2,512.11
GARRY & CONNIE HOWE	CAN REDEMPTION	\$ 4,791.00
GRAINGER	PARTS/SMALL TOOLS/SUPPLIES	\$ 4,591.01
GRIMES, CITY OF	UTILITIES	\$ 678.12
GRP & ASSOCIATES	CONTRACT DISPOSAL	\$ 1,257.00
HANIFEN CO. INC.	PARTS/LABOR	\$ 921.25
HDR ENGINEERING, INC.	ENGINEERING SERVICES	\$ 67,228.82
HIRE QUALITY SOLUTIONS	TEMPORARY LABOR	\$ 1,226.10
HIRE QUEST, LLC	STAFFING	\$ 10,506.45
HOLICKY BROS LOGISTICS	THIRD PARTY PARTS/LABOR	\$ 6,637.06
HOUSBY MACK, INC.	PARTS/LABOR/PREVENTIVE MAINT	\$ 3,449.32
I&E COMPANY	WEBSITE & SOCIAL MEDIA	\$ 3,418.00
INDEED, INC	ADVERTISING	\$ 8,050.55
INLAND TRUCK PARTS CO.	PARTS/LABOR/PREVENTIVE MAINT	\$ 49,582.77
INTEGRITY PRINTING LLC	OUTSIDE PRINTING	\$ 588.40
IOWA COMMUNITIES ASSURANCE POOL ADMINISTRATORS	PREPAID INSURANCE	\$ 652.00
IOWA DEPT OF NATURAL RESOURCES	SITE PERMITS	\$ 1,264.90
IOWA DES MOINES SUPPLY, INC.	JANITORIAL SUPPLIES	\$ 426.67
IOWA DNR	SWAP GRANT 21-G550-08	\$ 1,388.89
IOWA LABORERS' DISTRICT COUNCIL HEALTH & WELFARE FUND	MEDICAL INSURANCE	\$ 54,582.20
IOWA METHODIST OCCUP. MEDICINE	HEALTH & SAFTY	\$ 2,822.28
IOWA STAFFING INC	TEMPORARY LABOR	\$ 7,425.60
IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT TAX	\$ 17,645.00
IPERS	EMPLOYER'S SHARE OF IPERS	\$ 58,542.09
J. A. KING & CO	SITE MAINTENANCE/PARTS	\$ 655.00
JERICO SERVICES, INC.	SITE MAINTENANCE	\$ 4,620.00
JIM HAWK TRUCK TRAILERS, INC.	EQUIPMENT/PARTS/LABOR	\$ 811.94
JOHNSON CONTROLS SECURITY SOLUTIONS LLC	ALARM/DETECTION MONITORING	\$ 3,851.21
KABEL BUSINESS SERVICES	EMPLOYEE BENEFIT EXPENSE	\$ 13,545.63
KABEL BUSINESS SERVICES	SERVICE FEES	\$ 54.90
KAL SERVICES, INC.	YARD WASTE COLLECTION	\$ 1,608.08
KEY COOPERATIVE	EQUIPMENT FUEL	\$ 9,253.31
KNAPP	MANAGEMENT FEE	\$ 2,205.47
KNAPP	SITE MAINTENANCE	\$ 1,446.00
KOCH BROTHERS	OFFICE SUPPLIES	\$ 2,474.54
LARRY'S WINDOW SERVICE, INC.	BUILDING SERVICES	\$ 2,010.00
LOWES COMPANIES INC	SMALL TOOLS/SUPPLIES	\$ 72.60
LRI GRAPHICS	SITE MAINTENANCE	\$ 608.15
LUBE-TECH & PARTNERS, LLC	EQUIPMENT FUEL	\$ 10,615.36
MAECI WILLIAMSON	CAN REDEMPTION	\$ 188.75
MAEGAN ACKERLY	MILEAGE/EXPENSES	\$ 576.06
MAILFINANCE INC	6.7.23 - 2 NEW ACCTS UNDER	\$ 2,409.82
MENARDS-ALTOONA	SUPPLIES	\$ 1,326.28
MENARDS-GRIMES	SUPPLIES	\$ 315.68
MHC KENWORTH - DES MOINES	PARTS/LABOR/PREVENTIVE MAINT	\$ 19,136.85
MIA DEAN	AMERICORP	\$ 135.00
MID IOWA OCCUPATIONAL TESTING	PRE-EMPLOYMENT	\$ 1,130.00
MIDAMERICAN ENERGY	UTILITIES	\$ 23,758.17
MIDLAND POWER COOPERATIVE	UTILITIES	\$ 616.67
MIDWEST WHEEL COMPANIES	PARTS	\$ 2,293.60
MMC CONTRACTORS IOWA, INC.	BLDG REPAIRS/SITE MAINTENANCE	\$ 2,180.16
MOTOR PARTS WAREHOUSE, INC	PARTS/SMALL TOOLS/SUPPLIES	\$ 475.71
MURPHY TRACTOR & EQUIPMENT CO.	PREVENTIVE MAINTENANCE	\$ 3,092.29
NAPA DISTRIBUTION CENTER	PARTS/SMALL TOOLS/SUPPLIES	\$ 269.07
NATIONWIDE OFFICE CLEANERS LLC	JANITORIAL SERVICES	\$ 667.83
NEESE INC.	LEACHATE PROCESSING	\$ 23,708.54
NMC INDUSTRIAL SERVICES, LLC	PARTS/LABOR/PREVENTIVE MAINT	\$ 107.37
ODORGON	PARTS	\$ 978.00
O'HALLORAN INTERNATIONAL, INC.	PARTS/LABOR/PREV MAINT	\$ 1,293.45
ONE SOURCE	BACKGROUND CHECKS	\$ 90.30
O'REILLY AUTO PARTS	PARTS/SMALL TOOLS/SUPPLIES	\$ 1,015.01
OTIS	ELEVATOR INSPECTION	\$ 413.43
P & P SMALL ENGINES, INC.	PARTS	\$ 16.99
PABCO INDUSTRIES, LLC	YARD WASTE BAGS	\$ 35,346.46
PALMER GROUP	TEMPORARY LABOR	\$ 1,641.50
PAYLOCITY	PROCESSING FEE	\$ 2,428.59
PLASTIC RECYCLING OF IOWA FALLS, INC	PUBLIC INFORMATION & PROMOTION	\$ 2,352.00
PRAIRIE AG SUPPLY, INC.	SITE MAINTENANCE	\$ 527.59
PROSPERITY JANITORIAL	JANITORIAL SERVICES	\$ 3,316.68
PURCELL PRINTING	PRINTING	\$ 497.35
QPS EMPLOYMENT GROUP, INC	STAFFING	\$ 19,402.66

QUADIENT FINANCE USA, INC.	MAILING EXPENSES	\$	1,249.36
QUICK OIL CO.	EQUIPMENT FUEL	\$	63,426.52
RACHEL VANCE	MILEAGE REIMBURSEMENT	\$	247.59
RANDALL T GAVIN DBA O.A. TECHNICAL SERVICES	LEACHATE WELL MAINTENANCE	\$	2,010.00
RED WING SHOE STORE	HEALTH/SAFETY	\$	400.00
REHRIG PACIFIC COMPANY	CURBSIDE CART EXPENSE/REPAIR	\$	43,119.78
REPUBLIC COMPANIES	CONTRACT DISPOSAL	\$	174.00
RESULTS GROUP LLC	CONSULTING/PROF SERVICE/DUES	\$	3,700.00
ROCKMOUNT RESEARCH & ALLOYS, INC.	SHOP TOOLS & SUPPLIES	\$	902.74
ROYAL PALM MARKETING	PUBLIC INFORMATION/PROMOTION	\$	350.00
RSM US LLP	CONSULTING/PROF SERVICE/DUES	\$	7,264.50
RSM US PRODUCT SALES LLC	COMPUTER SUPPLIES/MAINT/FEES	\$	1,994.92
SCHIMBERG CO	PARTS	\$	2,302.88
SCOTT'S AUTO GLASS LLC	PARTS/LABOR	\$	170.00
SCS ENGINEERS, PC	ENGINEERING SERVICES	\$	2,286.50
SECURITY EQUIPMENT INC.	BUILDING SERVICES	\$	60.00
SINK PAPER & PACKAGING	YARD BAG STORAGE/DISTRIBUTION	\$	10,694.08
SMART CLEAN LLC	JANITORIAL SERVICES	\$	1,280.00
SOCIAL SECURITY ADMINISTRATION	EMPLOYER'S SHARE OF FICA	\$	66,963.71
SOIL CONTROL LAB	ENVIRONMENTAL MONITORING	\$	698.00
SOUTHEAST POLK COMM SCHOOL-HOST	HOST FEES	\$	6,860.07
SPINUTECH	WEBSITE/SOCIAL MEDIA	\$	42.50
SUMMIT COMPANIES	FIRE EXTINGUISHER	\$	927.00
SWANA	DUES/SUBSCRIPTION/FEE	\$	245.00
T & T SPRINKLER SERVICE	SITE MAINTENANCE	\$	838.00
TESTAMERICA LABORATORIES, INC	ENVIRONMENTAL MONITORING	\$	265.45
THE BERNARD FIRM PLC	LEGAL EXPENSE	\$	5,000.00
THE ENERGY GROUP	ENERGY BENCHMARKING	\$	225.00
THE HOME DEPOT PRO	OFFICE SUPPLIES	\$	322.21
THE LEGACY OF CHRISTOPHER ALLSUP FOUNDATION, INC.	MEETINGS	\$	203.68
TIFCO INDUSTRIES	PARTS/SMALL TOOLS/SUPPLIES	\$	2,380.00
TITAN MACHINERY	PARTS	\$	3,820.51
TODD KOOP	CAN REDEPMTION REFUND	\$	105.30
TOMPKINS INDUSTRIES, INC.	PARTS	\$	120.90
TRANE US INC.	BUILDING SERVICES	\$	2,864.29
TREASURER STATE OF IOWA	SALES TAX	\$	19,197.28
TROOP 22	CAN REDEMPTION	\$	1,871.60
TRUENORTH COMPANIES	DUES/SUBSCRIPTION/FEE	\$	2,500.00
ULINE	OFFICE SUPPLIES	\$	748.78
UNITED STATES DEPARTMENT OF HOMELAND SECURITY	PERSONAL EXPENSE	\$	2,460.00
VALLEY ENVIRONMENTAL SERVICES	CONTRACT DISPOSAL	\$	247.54
VAN WALL EQUIPMENT	PARTS/LABOR/PREVENTIVE MAINT	\$	447.39
VANTAGEPOINT TRANSFER AGENTS	EMPLOYER'S SHARE DEFERRED COMPENSATION	\$	12,546.12
VERIZON WIRELESS	COMPUTER SUPPLIES/MAINTENANCE	\$	449.70
WASTE CONNECTIONS, INC.	WASTE COLLECTION/TIRE PROCESSI	\$	209,761.68
WASTE MANAGEMENT OF IOWA	CURBSIDE/DROP OFF/WASTE COLL	\$	1,678.07
WASTE SOLUTIONS OF IOWA	BUILDING SERVICES	\$	389.00
WEST BANK	CREDIT CARD PAYMENT FOR MISC OFFICE AND TRAVEL EXP	\$	15,257.12
WEX	FUEL	\$	2,803.43
WILLIAMSON'S REPAIR	EQUIPMENT MAINTENANCE	\$	33.71
ZIEGLER, INC.	PART/LABOR/PREV MAINT/SUBSCRIP	\$	14,904.44
GRAND TOTAL		\$	2,315,685.39

The MWA Executive Director and the Deputy Director certify that the above MWA bills paid are properly due and have been made in accordance with the operating and expenditure processes established by MWA.


Michael McCoy, Executive Director


Leslie Irbeck, Deputy Director

MEMORANDUM

TO: Board of Directors, Metro Waste Authority

FROM: Executive Director Review Committee

DATE: July 14, 2023

RE: Executive Director Evaluation

As you are aware, a committee was formed to review the Executive Director's performance for the past year. Serving on the committee was Ron Pogge, Mark Holm, and Dean O'Connor. We submitted evaluations to all Board Members and 12 surveys were returned. The Executive Director was rated on the following areas:

Essential Duties and Responsibilities: 3.7/4.0
MWA Values: 3.8/4.0
Behavioral Competencies: 3.75/4.0

The Committee is recommending a 4% salary increase based on these evaluations and pursuant to Michael's Employment Contract.

Submitted with this memo is a copy of this year's performance review prepared by the staff of the agency.

The Employment Agreement has two more years and will terminate, if not renewed, on June 30, 2025.

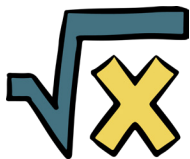
To recap, the Committee recommends the Board approve a salary increase for Executive Director Michael McCoy of 4% of his current salary.

Dean O'Connor, Chair
Metro Waste Authority
doconnor@larrysinc.com

PERFORMANCE REVIEW

Michael McCoy
Executive Director
July 2022 – June 2023





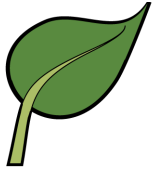
FINANCIAL

- Completed audit of financial statements; the audit report resulted in no findings or opinions.
- Net revenues totaled \$10 million for FY21/22.
- Received more than \$94,000 in grant funding for various projects, including Swap Shop renovations at Metro Hazardous Waste Drop-Off and the purchase of a new optical sorter at Metro Recycling Facility.
- Established a can and bottle redemption program at two Metro Waste Authority facilities, resulting in \$20,520 in revenue.
- Completed Project P-63 Cell E and Phase I Cover Improvements at Metro Park East Landfill 2% under budget.
- Reached revenue of \$1.1 million in first year of operations at Metro Recycling Facility.
- Saved more than \$5,000 through installation of solar panels on the roof of Central Office, replacing nearly 36% of the energy consumption of the building.
- Established fee for utilizing probe, a tool that loosens waste when it's frozen and can't be emptied, resulting in \$79,450 in revenue.
- IT implemented remote support to access and control computers and devices, regardless of their physical location, for faster problem resolution and cost savings related to traveling to and from various facilities. In a department of one, this results in significant savings of cost and time.
- Broke even on glass recycling, a typically challenging commodity to sell, through a partnership negotiated with a regional contractor.

COMMUNITY

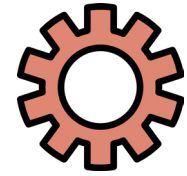


- Provided \$1,000 scholarships to seven high school seniors/college students continuing their education in an environmental field in 2022.
- A new contract for collection of garbage, recycling, and yard waste went into effect, streamlining services and customer care for the 21 communities serviced by these programs.
- Transitioned delivery and repair of garbage, recycling, and yard waste carts in-house, resulting in deliveries, swaps, and repairs for more than 5,300 households across the metro and a cost savings of \$88,000.
- Streamlined Compost It! cart subscription to include cart management and relieve city staff from coordinating distribution.
- Collected 36 tons of tires by offering free drop-off events in partnership with 16 communities in our planning area.
- Transitioned garbage service for 1,500 households in City of Carlisle to Metro Waste Authority's consolidated contract, integrating customer care for all three residential curbside services to one place.
- Seventeen touchpoints were created with the media about Metro Waste Authority's mission, programs, and services; this resulted in media coverage 32 times.
- Added more than 700 new followers across social channels to increase customer engagement.
- Hosted various metro haulers at a Hauler Round Table to discuss Metro Waste Authority facilities and service lines, gathering feedback about operations, sharing best practices, and addressing opportunities and challenges.



ENVIRONMENT

- Constructed interactive kiosks to educate about Central Iowa's watersheds and offer instruction and hands-on opportunity to test and monitor water quality.
- Offered a guided prairie walk on the grounds of the Environmental Learning Center for residents to learn about native prairie plants and animals, waterways, and environmental stewardship.
- Hosted 12 elementary students at a new environmental summer camp. The five-day camp combined science investigation, interactive learning, and outdoor fun.
- Completed installation of more than 300 solar panels on the roof of Central Office, saving approximately 55,000 pounds of carbon dioxide emissions, which is comparable to planting more than 400 trees.
- Supported installation of electronic vehicle charging stations and water bottle filling stations through the award of \$7,000 in grants for municipal properties and nonprofit organizations in our service area.



EDUCATION

- Welcomed more than 70 groups during public open hours at Metro Recycling Facility to learn about recycling and sustainability at the education center.
- Launched in-person recycling programming for all age groups at Metro Recycling Facility.
- Expanded interactive virtual resources to include the agency's Environmental Learning Center, incorporating trail cam footage to enhance environmental education.
- Increased education around holiday light disposal and recycling through an expanded holiday light recycling campaign, which incorporated the Blank Park Zoo as well as seven public libraries across the metro.
- Generated virtual reality programming for classrooms and community groups to take immersive field trips to the agency's facilities.
- Developed simulation game focused on safe and responsible waste management to connect with learners in new ways.
- Added more classroom outreach and community engagement through continued partnership with Green Iowa AmeriCorps.
- Hosted two professional development workshops in Clive and Runnells, helping 27 classroom teachers develop confidence in working with students in an outdoor setting and creating opportunities for teachers and students to share meaningful, student-gathered environmental data with their communities.
- Hosted the agency's Landfill Operator course, providing 25 hours of landfill operator training to 11 staff and external partners. Landfills are required to have certified operators on site; however, the course provides excellent overall industry knowledge for all participants.
- Hosted Hazardous Waste Operations and Emergency Response (HAZWOPER) courses for 121 individuals from across the state. The training provides satellite partners with certification to identify and properly store hazardous waste until agency staff can remove it for processing and safe disposal.
- Highlighted agency recycling infrastructure through presentations at the Great Plains Waste Management Conference and for Iowa Sustainable Business Forum.

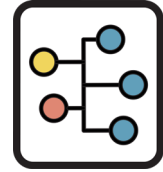


STAFF

- Recruited, hired, and onboarded more than 50 individuals.
- Conducted a comprehensive analysis of benefits in comparison to like agencies and municipalities, which resulted in recommendations related to a competitive time off package, improved employer match on 457 plan, and paid parental leave.
- Established and hired the agency's first Recycling Administrator position to oversee recycling programs and services at all Metro Waste Authority facilities.
- Filled the position of Solid Waste Engineer, integral for the successful management of engineering and compliance programs, after an expansive, nationwide search.
- Aligned union job descriptions with administrative roles to achieve a consistent emphasis on core competencies.
- Implemented Post-Offer Employment Testing (POET) for all facilities and positions that require physical work. POET provides testing based on each unique position, to better align candidates with available roles.
- Implemented updated performance review process for administrative employees to focus on employee morale, staff professional development, and goal creation.
- Established onboarding process for new employees to provide clear expectations of job and understanding of agency values.
- Completed a comprehensive analysis of salary ranges for all positions, including administrative, executive, and union, to ensure the agency stays competitive in the public and private sector markets.
- Conducted cybersecurity awareness training to educate staff about the importance of security threats, including monthly phishing tests and cyber security newsletters.
- IT Specialist II Andrew Brand received Microsoft Cybersecurity Architect Expert Certification. This expert-level security certification is one of Microsoft's highest achievements and is awarded to recipients showing deep knowledge and experience of best practices and priorities for security architecture, benchmarks, cloud adoption, and ransomware defense.
- Heavy Equipment Operator/Mechanic Brennan Ford scored top finishes in the bulldozer category of the Iowa Society of Solid Waste Operations statewide Road-E-O competition, which promotes safe operation of heavy equipment.
- Developed policies and procedures to refine staff security practices, including an improved password policy, multi-factor authentication requirements, and mobile device management.

- To increase cybersecurity, implemented external vulnerability scanning of Metro Waste Authority firewall device, and installed new Next Generation Firewall to provide advanced threat protection features that can detect and block a wide range of security threats, including viruses, malware, spyware, and other types of malicious traffic.
- Partnered with Results Group, a leading employee selection and development firm, for monthly management trainings on communication, team building, and conflict resolution.
- Five existing employees were promoted into new positions, including Disposal Operations Manager, Working Foreman, Heavy Equipment Operator, Accounting Specialist, and Community Relations Coordinator.
- Successfully campaigned for the election of employees to both the Iowa Recycling Association and Iowa Society of Solid Waste Operations Board of Directors.
- Implemented a temp-to-full-time hiring model for Metro Recycling Facility to allow potential employees to test the job and be evaluated, to ensure only qualified candidates are transitioning to full-time employees.
- Transitioned 457 provider from Mission Square to Principal Financial; this switch will provide more competitive account management and additional retirement planning tools for employees.
- Enhanced employee clothing benefit through the transition to a new vendor to offer a more convenient ordering interface, greater inventory, and streamlined account access.
- New hire survey completed by 84% of staff onboarded, resulting in real-time feedback on gaps or issues in the recruiting and onboarding process.
- Facilitated negotiations with the agency's union leadership, securing a new three-year agreement with Iowa Laborer's that includes changes to the time off package, extension of probationary period, and the ability to hire and pay candidates based on experience.

FACILITIES & PROGRAMS



Agency-Wide

- Established a can and bottle redemption program after reform of Iowa's Bottle Bill limited redemption options. A second location was opened to keep up with demand after recycling more than one million cans in just 10 months of operations.
- Highlighted operations and facilities by hosting a variety of agencies and community groups, including the Iowa Recycling Association, the Iowa Society of Solid Waste Operations, and the Iowa Compost Council, for meetings and tours at Metro Recycling Facility, Central Office, Metro Park East Landfill, and Metro Compost Center.
- Upgraded WasteWORKS, the interface used for all transactions and financial management agency wide. This upgrade improved desktop operations, ticketing, and scale lane automation.
- Completed the update of master planning for Metro Park East and West Landfills. This comprehensive plan guides projects for the next 40 years and serves as a budgeting tool by foreseeing site development. Updates to the plan include the addition of a leachate management system and long-term compost pad planning at Metro Park East Landfill as well as future expansion of Metro Park West Landfill.
- Served customers through 42,573 phone calls about agency services, programs, and events.
- Upcycled discarded construction and demolition material from Metro Park East Landfill to provide nearly half of the cinder blocks used in the expansion of the Swap Shop at Metro Hazardous Waste Drop-Off.
- Started new recycling partnerships with Kum & Go and Setpoint Mechanical through a revised Curb It! For Business model. Hauling is done by Metro Waste Authority with more versatile scheduling and container options.

Metro Park East Landfill

- Repurposed 2,500 tons of recycled concrete through the Construction and Demolition program, along with a mixture of shingles, brick, and granite, to construct a new road leading to the working face and wet weather area.
- Adjusted appliance drop-off to improve customer experience and increase quality control. This transition captured fees for approximately 20% more appliances due to a new point-of-sale system identifying appliances that were previously undeclared.
- Completed construction of Cell E, a 21-acre cell that adds roughly 3.8 million cubic yards of available airspace to the landfill.

Metro Park East Landfill (Continued)

- Invested in the facility's equipment fleet, including purchases of a new water truck, a roll-off truck, and a hybrid wheel loader for the Construction and Demolition Program, to ensure efficiency and effectiveness through the purchase of new equipment.
- Metro Park East Landfill is one of two programs to accept liquid waste in the state. When limitations of the solidification agent used in the disposal of liquid waste developed in 2022, staff worked to find alternative processes and solutions to ensure this high-demand disposal option remained available.
- Completed Phase 1 cover improvements at Metro Park East Landfill to remove compromised culverts and divert stormwater from the leachate collection system.

Metro Compost Center

- Diverted large yard waste material such as tree stumps from the landfill by grinding into mulch to use onsite and to sell for residential and commercial use.
- Established a partnership with Oldcastle to create custom Metro Waste Authority branded bags for Grow Gold Compost.
- Created a new compost product derived from animal bedding to offset commercial demand for a natural soil enhancer.

Metro Park West Landfill

- Began construction on Cell D, a 2.3-acre cell that adds more than 400,000 cubic yards of available airspace to Metro Park West Landfill.

Metro Hazardous Waste Drop-Off

- Through a holiday light recycling campaign with the Blank Park Zoo and seven public libraries in the metro, collected 3,106 pounds of lights.
- Expanded Swap Shop, an alternative reuse outlet for household hazardous waste, by nearly 300 square feet. More than 77,000 pounds of waste has been diverted through the shop since reopening in January.
- Cultivated partnerships with local organizations, including the City of Bondurant Softball Program and local Boy Scouts of America troops, to redeem cans and bottles, resulting in more than 600,000 beverage containers collected.

Metro Recycling Facility

- Processed approximately 26,500 tons of single stream recyclable material with 94% uptime per month during the facility's first year of operations.
- Maintained contamination rates 50% lower than the national average due to enhanced sorting equipment and industry best practices.
- Purchased a cardboard baler to be located at Exile Brewing Co. to expand upon an existing recycling partnership. Brewery staff bale the cardboard to be collected by Metro Waste Authority, in addition to glass and single stream material.
- Captured additional single stream recyclables from new communities, including Council Bluffs and Fort Dodge.
- Hosted more than 50 events, including statewide training courses, trade association meetings, and tours.
- Awarded 2022 Outstanding Facility/Program Award from the Iowa Society of Solid Waste Operations, the 2022 Infrastructure Award from the Iowa Recycling Association, and the 2022 Recycling Facility of the Year, Honorable Mention from the National Waste and Recycling Association.

Metro Central & Metro Northwest Transfer Stations

- Purchased three new transfer tractors and four trailers to support continual, proactive investment in facilities and equipment. The trailers will be wrapped in educational messages to capitalize on the opportunity to educate as the trailers make rounds each day.
- Served nearly 500 residents at hazardous waste collection events at Metro Northwest Transfer Station. By expanding operations to early mornings and evenings, more residents could take advantage of this convenient and safe disposal option on the west side of the metro.

Metro Waste Authority Board
Monthly Board Meeting
July 19, 2023
AGENDA ITEM 10

ITEM:

Approval of Additional FTE's

SUMMARY:

The agency has incurred significant expense related to overtime. These recommended positions would right-size staffing and offset overtime expense.

DISCUSSION POINTS:

In FY22/23, MWA paid \$328,793.36 in overtime. The positions typically impacted include Transfer Drivers, Mechanics, Light Utility, and Utility. To right-size staffing and offset overtime expense, staff recommend hiring one additional Transfer Driver, Mechanic, and Light Utility, and two additional Utility. These positions are described as follows:

Transfer Station Driver: The Metro Transfer Station Driver is responsible for safely transporting various materials, including but not limited to, solid waste, leachate, and recyclables, from various transfer stations to, or from, Metro Park East Landfill.

Mechanic: The Equipment Mechanic will provide specialized mechanical skills in the ongoing maintenance and repair of light, medium and heavy equipment used at MWA facilities, using tools, equipment, and associated testing devices to diagnose and repair equipment.

Light Utility: The Light Utility position will perform physical labor and equipment operation to maintain and ensure a neat, orderly, and safe work site and operation. This position will spend a significant amount of time outdoors in hot, cold, and some potentially hazardous work environments. The Light Utility Worker must be aware of rules involved in heavy equipment operation, occupational hazards, and standard safety practices.

Utility: The Utility position will perform physical labor and equipment operation to maintain and ensure a neat, orderly, and safe work site and operation. This position will spend a significant amount of time outdoors in hot, cold, and some potentially hazardous work environments and must be aware of rules involved in heavy equipment operation, occupational hazards, and standard safety practices.

STAFF RECOMMENDATION:

Staff recommends approval to hire the five recommended positions.

BUDGET REQUIREMENTS:

Total annual cost for the five recommended positions is \$376,244.10. The expense will be covered through funds budgeted for overtime as well as savings due to work contracted out through third party mechanics.

CONTACT:

Leslie Irlbeck, deputy director, 515.323.6501

**Metro Waste Authority Board
Monthly Board Meeting
July 19, 2023
AGENDA ITEM 11**

ITEM:

Approval of Optical Sorter Purchase at Metro Recycling Facility

SUMMARY:

In the original design plans for Metro Recycling Facility (MRF), four optical sorters were proposed with three installed. The FY23/24 budget includes capital funds totaling \$1M for the purchase of the optical sorter.

DISCUSSION POINTS:

The original equipment design for the MRF included space for four optical sorters, however, three were initially installed. Installation of a fourth optical sorter would increase material output from 24 tons/hr. to 30 tons/hr., while decreasing contamination of mixed paper commodity and recover 100 additional tons of polyethylene terephthalate (PET) annually.

Total project costs are estimated to be \$834,400. The estimated cost includes the purchase of the optical sorter (\$721,900) and additional controls and electrical installation costs (\$112,500). In addition to the \$1M budgeted, Metro Waste Authority was awarded a grant from Iowa DNR in the amount of \$75,344 to be applied toward the project costs.

STAFF RECOMMENDATION:

Staff recommends approval of optical sorter purchase.

BUDGET REQUIREMENTS:

Funds are available in the FY23/24 capital expenditures budget.

ATTACHMENTS:

- Quote for Optical Sorter

CONTACT:

Dan Haag, recycling administrator, 515.333.4430

CP GROUP

CP GROUP | 6795 CALLE DE LINEA | SAN DIEGO, CA 92154 | 619-477-3175 | 800-462-5311 | WWW.CPGRP.COM

COMPANY NAME:

PROJECT NAME: 5947 METRO WASTE FIBERMAX

SALES ENGINEER: JOHN KEMP

QUOTE NO:

DWG NO:

DATE: June 30, 2023

EQUIPMENT LIST

ITEM #	QTY.	DESCRIPTION	MODEL	HP	SIZE	NET PRICE USD
27	1	MSS FiberMax Unit, Single Eject ~ Air Feed to Valve Enclosure ~ Electrical Panel ~ Accelerator Conveyor ~ Eject Hood ~ Overfire Air Fans ~ MetalSort ~ Splitter Roller Drive			112" W	Included
				7.5		
				2		
				1		
				0.3		

TOTAL EQUIPMENT:

\$498,900

Estimated Power Consumption

kW Total: 9 kW Peak Load
 kW @40%: 4 kW Running Load

STEEL PACKAGE

ITEM #	QTY.	DESCRIPTION	MODEL	HP	SIZE	NET PRICE USD
300	0	MSS Platform and Service Walkways				Not Included
600	Lot	Conveyor supports				Not Included
900	Lot	Chutes and Hoppers				Included

TOTAL STEEL PACKAGE:

\$33,100



OTHERS

ITEM #	DESCRIPTION	MODEL	NET PRICE USD
ICP	Electrical Controls - Advanced MRF - UL508a Compliant		Included
SCADA	Scada Package Base		Not Included
ENG	Engineering	CP Staff	Included
PE	Certified Professional Engineering (Stamp and Certified Documents)		Not Included
INST	Installation - Non Union - No Prevailing Wages NOTE: All electrical drops will be the responsibility of the customer		
MECH	Mechanical Installation - Non Union - No Prevailing Wages		Included
ELEC	Electrical Installation - Non Union - No Prevailing Wages		Not Included
SUP	Project Management		Included
START	Startup and Testing		Included
TRAINING	Training		Included
LOAD	Kitting and Truck Loading		Included
FRT	Freight to Site	2,500 Miles	Included

Due to the current volatility of prices, all freight quotes are on estimate and not guaranteed. Shipping costs will be re-evaluated at the time of shipment and adjustments may be made.

TOTAL "OTHERS":

\$189,900

NOT INCLUDED IN PROPOSAL

~ Fire protection / Sprinkler system
~ Any existing equipment or third-party-supplied items
~ Building modification / Civil work
~ Sort cabins / HVAC
~ Permitting (including all associated inspection, engineering and agency coordination)
~ Taxes
~ Electrical feed to new MCC panels, MSS Optical Sorters, Balers & Air Compressor

****Any items noted as "Existing", "By Others" or any other notation that implies such items are not being provided by CP Manufacturing, are listed for informational and sequencing purposes only. Such items do not comprise, and are expressly excluded from, the Products and the Services quoted by CP Manufacturing in this Proposal. Unless otherwise expressly provided for in this Proposal, CP Manufacturing is not undertaking any obligations with respect to such items, is not responsible for inspecting, modifying, upgrading or replacing such items, and is not providing any warranties or guarantees with respect to such items.**

GRAND TOTAL \$USD:

\$721,900

*Quote is good for 15 days
Taxes Not Included*



MSS, INC. IS A DIVISION OF CP GROUP
300 OCEANSIDE DRIVE
NASHVILLE, TN 37204
615.781.2660

Optical Sorter: FiberMax™ High Speed
Configuration: Single-Eject, with MetalSort
Sort Setup: Prohibitives + Cardboard

Throughput:

- 64" CIRRUS FiberMax: 5.4TPH
- 80" CIRRUS FiberMax: 6.8TPH
- 96" CIRRUS FiberMax: 8.1TPH
- 112" CIRRUS FiberMax: 9.5TPH

Removal Efficiencies:

- 90% or greater, by weight, for Plastic Containers.
- 90% or greater, by weight, for Metals.
- 80% or greater, by weight, for Brown OCC
- 70% or greater, by weight, for Printed Chipboard/Duplex
- 70% or greater, by weight, for Plastic Film and Non-Container Plastic Items.
- 50% or greater, by weight, for Trash.

Disclaimers:

- Removal efficiency will be reduced for items that are severely distorted, non-flattened or more than 70% covered by labels or contamination/dirt.
- Removal efficiency will be reduced for objects smaller than 4" in either direction.
- Removal efficiency will be reduced for heavy items such as containers still containing liquid, dense metals, etc. which can be properly identified but may not be effectively ejected due to the weight of the object.
- Removal efficiency will be reduced for materials that are overlapping or conjoined with a material of a different identification may or may not be correctly identified and/or ejected.
- The modules cannot identify + sort black/dark items; those will end up in the "pass fraction".

Module Environment Requirements:

- Temperature: The Module shall be designed to operate over a range of 40° F to 100° F.
- Humidity: The Module shall operate over a relative humidity range of 30% to 95% (non-condensing).
- Elements: The Module shall be designed to operate in an environment which is sheltered from outside elements such as: rain, snow, hail, and severe wind. **Excess moisture, such as that produced by rain or snow, can damage the module. Failure to protect the module from outside elements will void the warranty.**

Customer Provided Remote Connectivity

- Ethernet line with internet connectivity for access optical sorter touchscreen panel.

Nashville, July 25, 2022



TERMS AND CONDITIONS OF SALE OF EQUIPMENT

All products and services provided for in the preceding proposal (“**Proposal**”) shall be furnished by CP Manufacturing, Inc. or its Affiliates (“**CP**”) or subcontractors (unless the Proposal indicates an item would be furnished by Buyer or a third party supplier of Buyer, in which case such item is not CP’s responsibility) and accepted by the buyer to whom the Proposal is addressed (“**Buyer**”) in accordance with the following Terms and Conditions of Sale of Equipment (“**Terms**”). The preceding Proposal, any Special Terms and the Terms shall, when signed by both CP and Buyer together constitute the agreement of CP and Buyer (“**Agreement**”). Unless otherwise specifically agreed to in writing by CP, the Terms shall also apply to any and all future orders placed by Buyer for products and/or services furnished by CP or any of its Affiliates, including products and/or services not referenced in the Proposal. As used herein, “**Affiliate**,” with respect to any person or entity, means a person or entity that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such person or entity.

1. QUOTATION.

Written quotations are valid for thirty (30) days after issuance or within such shorter period as may be specified in the quotation. All orders shall be subject to approval by CP.

2. ACCEPTANCE; TERMS.

The offer of CP to Buyer contained in this Agreement expressly limits Buyer’s acceptance to the terms of this Agreement. In the event the terms of any order submitted by Buyer to CP are in conflict with any of the terms of this Agreement, the terms of this Agreement shall govern and prevail. CP rejects any terms contained in any purchase order or other documents issued by Buyer which are different from, conflict with, modify and/or add to this Agreement. CP’s execution of any document issued by the Buyer shall constitute only an acknowledgment of receipt thereof, and shall not be construed as an acceptance of any of the terms therein.

Unless Buyer sets forth each specific objection to this Agreement in this Agreement or in a separate writing signed and dated by Buyer and delivered to CP contemporaneously with this Agreement, Buyer shall be deemed to have accepted all of the terms of this Agreement. Buyer’s issuance of a purchase order or other document which purports to reject some or all of the terms of this Agreement by virtue of Buyer’s standard form language, or otherwise, shall not be sufficient objection. Where Buyer specifically objects to any of the terms of this Agreement, no contract shall be formed unless and until CP accepts in writing Buyer’s proposed modifications to this Agreement.

3. PURCHASE AND SALE.

Subject to the terms and conditions of this Agreement, Buyer agrees to purchase and CP agrees to sell, the products (“**Products**”) and services (“**Services**”) set forth in the Proposal at the prices specified therein (the “**Purchase Price**”). If the Proposal indicates an item would be furnished by Buyer or a third party supplier of Buyer, such item is listed solely for information purposes and is not CP’s responsibility nor considered part of the Products or Services.

4. TAXES.

Quoted CP Purchase Price does not include sales, value added, inventory, use, excise, or other taxes, fees, or export or import duties, which are the sole responsibility of Buyer and which, at CP’s option, may be charged to Buyer in addition to the Purchase Price under this Agreement, or separately billed at any time by CP if CP is required by any taxing authority to collect or pay such tax(es). If Buyer is exempt from the payment of any tax, it is the responsibility of Buyer to furnish to CP the proper exemption certificate.

5. TERMS OF PAYMENT.

Unless otherwise specified in the Proposal, a percentage of the Purchase Price for the Products shall be due upon the Milestone Schedule listed below. If the Proposal provide for milestone payments, and a milestone is only partially achieved, then only the dollar value of the milestone items that have been completed shall be due and payable and the dollar value of the remaining milestone items shall become due and payable as they are completed. If payment is not received by the date on which it is due, interest shall accrue and be payable by Buyer on the unpaid balance at a rate of one and a half percent (1.5%) per month, and CP may delay performance as provided in Section 7. All payments hereunder shall be in United States Dollars and made by check or wire transfer, unless otherwise agreed upon in writing by CP.

Payment as a Percentage of the Purchase Price	Milestone Description
50%	Down Payment, Immediate
45%	Prior to Shipment, Net 45
5%	Upon Final Acceptance

6. FREIGHT; DELIVERY; CP DELAYS.

Unless otherwise specifically provided in the Proposal, the Products shall be delivered Ex Works (EXW) CP's facility (or the facility of CP's subsidiary, affiliate or component supplier factory or warehouse, as the case may be) (Incoterms® 2020 Rules). The Purchase Price includes CP standard loading charges for domestic and international shipments. Shipping and delivery dates are estimates based on conditions prevailing at the time of the Proposal, but are not guaranteed. CP shall not be liable for delays in delivery or performance of this Agreement due to force majeure or causes beyond its reasonable control including, but not limited to, (a) acts of God; (b) flood, fire, earthquake, other natural disaster, explosion, or severe weather; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, tariffs or blockades in effect on or after the date of this Agreement; (f) action or omission by any governmental, civil or military authority; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (h) epidemics, quarantines, restrictions, supply chain shortages or disruptions, shortages or decreased availability of raw materials or components, delays in transportation, transportation vehicle/vessel shortages, delays in customs clearance, or delays due to import/export sanctions (each, a "**Force Majeure Event**"). In the event of any delay due to such a Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of such delay. CP shall not be liable for delays in delivery or performance due to acts or omission of Buyer or third parties such as Buyer's customers or other contractors or suppliers. Subject to the foregoing, CP will use all reasonable diligence to meet the delivery date(s) but shall not be liable for any loss, damage, expense or change resulting from any delay. If payment by Buyer of a CP invoice or other payment obligation is not received by the date on which it is due, CP may delay performance under this Agreement until such payment is received and such delay shall, after 14 days, be deemed to be a Buyer Delay (as defined below) and Buyer shall be liable for Buyer Delay Costs as set forth below. CP shall not be liable for any delay in meeting, or failure to meet, any of its obligations under this Agreement caused by a Force Majeure Event.

7. BUYER DELAYS.

If, for any reason, Buyer is unable to accept delivery or requests a delay of delivery, manufacture or, if applicable, installation, commissioning or testing, of more than 14 days from the specified date (a "**Buyer Delay**") (provided that an inability to accept delivery or a request for delay of delivery after CP has shipped a Product shall immediately be deemed a Buyer Delay), then all costs associated with such delay ("**Buyer Delay Costs**") shall be payable by Buyer as invoiced by CP (and may be invoiced in advance of being incurred by CP when such costs are associated with third parties). Buyer Delay Costs shall include, but are not limited to, costs related to transporting Products to and from CP manufacturing facilities, cost of shipment to and from storage facilities, CP's administration costs and overhead associated with the delay, storage costs (at a CP facility or a third party facility, at CP's sole discretion), repainting costs, costs associated with rescheduling or breaching contracts with third parties contracted to install or test the Products, and costs associated with re-bidding subcontractors and suppliers. In the event of a Buyer Delay, the prices of all Products are subject to unilateral increase by CP based on revised CP pricing and changes in manufacturing, overhead and procurement costs. In the event of a Buyer Delay and unless already paid, a partial payment based upon the percentage of completion of the order prior to the Buyer Delay shall become due from the date on which CP is notified of such delay, and all milestone payment obligations shall remain in effect, accrue and become payable under this Agreement.

8. TITLE AND RISK OF LOSS.

All risk of loss or damage in transit shall pass to Buyer upon delivery of the Products by CP (or CP subsidiary, affiliate or supplier) to Buyer or to a shipping company for shipment to Buyer. All claims for loss or damage during shipment must be made by Buyer directly to the carrier. Title to the Products shall remain in CP and Buyer is prohibited from pledging or transferring these Products until such Products are paid for in full, provided that title to all intellectual property rights associated with the Products shall remain with CP or its suppliers and licensors. Buyer hereby grants to CP a security interest in the Products until all monies due to CP under this Agreement are paid in full. CP shall have the right to file financing

statements and any other documents that may be necessary to evidence and perfect such a security interest in the Products in any jurisdiction.

9. INSTALLATION.

If specifically provided in the Proposal, CP shall arrange for third party installation of the Products as described in the Proposal; otherwise, Buyer shall be responsible for providing installation personnel. CP shall provide the persons specified in the Proposal to serve as technical advisors (“*CP Installation Supervisors*”) regarding the installation of the Products. Each CP Installation Supervisor shall serve as a technical advisor only and shall have no obligation to perform any physical labor or to manage, supervise or direct any non-CP-approved third party personnel in the installation of any portion of the Products. CP and the CP Installation Supervisors shall have no obligation to provide advice regarding fabrication or installation of any non-Product components or add-ons to the Products. Buyer shall ensure that there is free and clear access to the installation site during business hours and all electrical systems are operating. CP Installation Supervisor man-hours shall accrue at the rate of 8 hours per day during delays in installation due to failure of Buyer to provide the foregoing and shall be at Buyer’s expense. Additional expenses such as travel, lodging and per diem will also apply.

10. TRAINING.

If specifically provided in the Proposal, CP shall provide the training personnel for the number of days (assuming an 8 hour day) set forth in the Proposal (the “*Training Period*”). Once the Training Period has begun, the days of the Training Period shall run consecutively (except for weekends, unless requested by Buyer). Buyer shall pay CP as provided in this Agreement for making the training personnel available during the Training Period.

11. EXTENT OF CONTRACT WORK.

Unless otherwise expressly provided in the Proposal, the Purchase Price does not include), and it shall be Buyer’s sole and absolute responsibility to obtain, pay for and otherwise obtain, any of the following:

- a. Groundwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repairs or any other architectural work, of any nature whatsoever, nor the costs of connections to the main sewage system and to the gas, water or electrical systems.
- b. Additional work (mechanical or electrical) outside the agreed upon scope of work set forth between CP and the Buyer. The Scope of Work is defined by the approved drawings, Equipment List and related Terms and Conditions.
- c. Electrical service feeds to control panels, balers, optical equipment, air compressors and enclosures.
- d. Special inspections, testing (UL approval, earthquakes etc.) or any permits required by state or local agencies.

12. DRAWINGS; SPECIFICATIONS.

CP drawings of the recycling system for which the Products are to be used (the “*MRF System*”) and any specifications therein become part of this Agreement when such drawings are approved by Buyer (“*A-10 Layout Design Drawing*”) and CP is authorized to proceed under this Agreement based on the A-10 Layout Design Drawing. The determination of whether the MRF System meets the specifications set forth in the Proposal and the final drawings (“*Specifications*”) shall be made (i) based on the material characterization of the input and the speed and accuracy of the manual sorters described in such Specifications (**Material Characterization must be provided by the Buyer to CP**), (ii) assuming Buyer’s drawings are accurate and complete regardless whether CP has conducted a formal site survey or not, and (iii) shall make exception for factors that are not within the control of CP or set forth in the Proposal or final drawings. All drawings (and any notes, designs, inventions, improvements, developments, discoveries and trade secrets embodied therein) made in connection with this Agreement, solely or in collaboration with Buyer, are and shall remain the property of CP and Buyer shall not obtain an ownership interest therein. The A-10 Layout Design Drawings shall be provided in CP’s standard format (PDF file).

13. PUNCH-LIST PROCESS.

During installation of the Products, CP shall work with Buyer to develop a list of items (“*Preliminary Punch List*”) necessary to bring the Products into substantial conformance with the Specifications provided that CP and the Buyer can mutually agree/determine whether an item is appropriate for the Preliminary Punch List. CP shall resolve the items on the agreed upon Preliminary Punch List. Buyer is responsible for developing one final punch list (“*Final Punch List*”) within a 2-week period beginning on the earliest to occur of (i) when the MRF System is capable of processing material for commercial rather than solely testing purposes (“*Commercial Operation*”), (ii) upon CP’s completion of all the items on the Preliminary Punch List, or

(iii) upon CP's determination that the MRF System is substantially in conformance with the Specifications. Any non-CP delays which extend this process and/or require a remobilization of the mechanical or electrical contractors will be at the Buyer's expense (including travel, lodging, per diem and/or other labor related expenses).

14. WARRANTY.

Subject to the limitations set forth in this Agreement, CP warrants to Buyer with respect to new Products manufactured by CP and sold to Buyer, against defects in material and workmanship while in normal use and service (the "**Warranty**") for a period of 12 months from the date of shipment or 2,000 hours of operation since the commencement of Commercial Operation, whichever occurs first (the "**Warranty Period**"). This Warranty is provided to Buyer only and does not extend to any subsequent owner, lessee, or other user of the Products. The Warranty on Products replaced pursuant to the Warranty shall expire at the end of the original Warranty Period. This Warranty applies only to new Products manufactured by CP that have been properly installed and maintained and subjected to normal use. It does not cover damages caused by abuse, misuse, negligent handling, improper or inadequate maintenance, tampering or accidents, installation, modification, alteration or repair not performed by CP or its authorized subcontractors or third parties approved by CP, improper operation in a manner other than as specified in the operations instructions or manuals, failure to maintain in accordance with maintenance instructions; damage caused by accessories, attachments, parts, equipment or other devices not furnished and installed by CP, electrical brownouts, power surges, loose wires, loose screws nuts or bolts, use of the Product beyond its original capacity or specifications, or operation on improper voltages, including those generated from a generator. Also excluded are ordinary service and maintenance items and consumables or wear items, such as, but not limited to, replacement discs, belts, light bulbs, tires, wear liners, limit switch adjustments, hydraulic seals, and the like, required as the result of normal wear and tear. This Warranty supersedes any representations concerning the Products sold to the Buyer which may have been made by CP's agents or employees, or contained in advertisements. If any model or sample was shown to the Buyer, that model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily conform to such model or sample. CP shall not be obligated to provide any warranty coverage whatsoever for any defect not communicated to CP in writing within the Warranty Period. Buyer shall notify CP in writing within thirty (30) days of discovery of any alleged defect, and shall permit CP or its representatives to make such investigation, examination and tests as it deems appropriate. If requested by CP, Buyer will return the alleged defective product to CP, freight prepaid for examination and testing. If CP determines the product is defective, CP will either repair or replace such product with a like item of CP's manufacture, f.o.b. CP's factory. The responsibility of CP is limited to repairing (at CP's facility) or replacing Products covered by the Warranty, and excludes any labor at Buyer's facility.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDINGS WHICH EXTEND BEYOND THOSE SET FORTH IN THESE TERMS. NO OTHER WARRANTY, ORAL OR WRITTEN, IS AUTHORIZED OR HAS BEEN GIVEN BY CP TO BUYER.

15. RETURN OF PRODUCTS FOR WARRANTY SERVICE.

In the event that Buyer believes a component manufactured by CP is defective in materials or workmanship during the Warranty Period, Buyer shall promptly notify CP of the problem by phone or in writing. Upon receipt of such notice, CP will issue Buyer a Returned Goods Authorization ("**RGA**") number that must accompany the parts returned to CP for warranty consideration. This RGA number is valid for thirty (30) days. Warranty parts invoices (mailed separately) automatically become due and payable upon Buyer's failure to return the defective parts within thirty (30) days. Upon receipt of the returned parts, CP will make an evaluation, or if necessary, forward the parts to the original manufacturer for warranty consideration (in which case such manufacturer's terms regarding shipping shall apply). If the part is found by CP to be defective in material or workmanship, the obligations of CP are strictly and exclusively limited to the repair or replacement, at the option of CP, of the defective part. CP agrees to pay all shipping charges, at UPS ground rates or standard ground truck rates, as applicable, for delivery to the Buyer of repaired or replacement parts provided the submitted parts have proved to be defective and covered by the Warranty. Where expedited delivery of repaired or replacement parts is requested by the Buyer, such additional shipping charges shall be paid by the Buyer.

16. LIMITATION OF DAMAGES.

CP SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE SALE OF THE PRODUCTS AND SERVICES OR TO THIS AGREEMENT OR ANY BREACH THEREOF, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, WORK STOPPAGE OR INEFFICIENCIES, IMPAIRMENT OF THE GOODS, LOSS OF USE,

LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OR INCREASED EXPENSES OF OPERATION, BUSINESS INTERRUPTION OR DELAY LOSSES, COMMERCIAL LOSSES, INCONVENIENCE, OR LOSS OF ANTICIPATORY PROFITS RESULTING FROM THE USE OF THE PRODUCTS OR DELAY IN THEIR DELIVERY, INSTALLATION OR COMMENCEMENT OF COMMERCIAL OPERATION, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CP WAS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL CP'S LIABILITY (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THE SALES OF ANY CP PRODUCTS, EXCEED THE TOTAL AMOUNT OF THE CONTRACT PRICE ACTUALLY PAID BY BUYER TO CP.

Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply.

17. TERMINATION.

Orders are not cancelable by Buyer, unless specifically consented to by CP in writing. CP shall have the right to terminate any order in the event Buyer fails to make payments when due or perform any other obligations of Buyer. In the event of a cancellation or termination under this Section, Buyer shall pay:

- a. Contract price for all Products that have been completed prior to receipt of notice of cancellation or termination;
- b. All costs incurred by CP in connection with the uncompleted portion of the order plus normal profit; and
- c. Cancellation charges, if any, of CP on account of its purchasing commitments made under the order.

18. CHANGES.

No waiver or modification of any of the terms of this Agreement shall be valid unless made in writing and signed by CP and Buyer. The foregoing notwithstanding, if CP discovers errors or omissions in the Proposal, CP is authorized to correct or add to the Proposal or terminate this Agreement, provided that if CP exercises its right to correct or add to the Proposal, Buyer may for a period of 5 days from receipt of notice of such changes or additions, terminate this Agreement.

19. ACCEPTANCE OF PRODUCTS.

Acceptance of Products sold pursuant to this Agreement ("*Final Acceptance*") shall be deemed to have occurred upon the earlier to occur of (i) substantial conformance of the MRF System to the Specifications or (ii) Commercial Operation of the MRF System, and shall be conclusive. Prior to shipment, Buyer's representative may inspect the Products at CP's plant during business hours in such a manner as will not interfere with normal operation. (This inspection process must be discussed and agreed upon between CP and the Buyer.)

20. INDEMNITY.

Buyer shall indemnify, defend and hold CP and its Affiliates, officers, directors, employees, agents, independent contractors, representatives, successors and assigns (each a "*CP Indemnitee*") harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including attorney's fees and expenses, relating to the Products or the MRF System, including without limitation injury or death to persons or loss or damage to property, except for those based on the gross negligence or willful misconduct of CP, brought by persons other than CP employees or independent contractors (including, but not limited to, Buyer employees and independent contractors). Buyer shall indemnify and hold harmless CP against all liabilities and expenses (including attorneys' fees) arising out of the use of the Products or the MRF System by Buyer or a third party in any case where Buyer fails to make available adequate warnings and instructions concerning the proper and normal use of the Products or the MRF System, or where Buyer or third parties such as Buyer's employees, customers or other contractors or suppliers, fail to comply with any applicable federal, state or local safety laws or regulations or industry safety standards.

21. DESIGN / PRODUCT IMPROVEMENT

CP reserves the right to discontinue the manufacture, change or modify the design specifications and construction of any of its products without incurring any obligation to Buyer.

22. IMPORT/EXPORT LICENSES – INTERNATIONAL SHIPMENTS ONLY.

This Agreement is contingent upon CP obtaining all export licenses and/or government approvals which may be required under applicable U.S. laws and regulation including, but not limited to, the Export Administration Act, the Trading with the Enemy Act, the Export Administration Regulations and the Foreign Assets Control Regulations. Prior to the date of shipment of the Products, Buyer shall obtain at its sole cost, all import licenses and/or other government approvals which may be required by the country of importation. Upon CP's request, Buyer shall provide CP with copies of such import licenses and/or government approvals to evidence Buyer's compliance with this Section. Buyer represents and warrants that it is not, nor will Buyer, directly or indirectly, transfer the Products to a person or entity listed as: (1) a Specially Designated National or Blocked Person by the U.S. Treasury Department; (2) a Denied Person by the U.S. Commerce Department; (3) a Denied Entity by the U.S. Commerce Department; or (4) a Debarred Party by the U.S. State Department. Buyer shall indemnify and hold CP harmless from any claim, loss, damage, fines, penalties, liability or expense incurred with regard to Buyer's failure to comply with this Section.

23. MANUALS, BROCHURES, INSTRUCTIONS.

All operating manuals, instructions, brochures, warnings or the like concerning the Products supplied hereunder are supplied as an aid to Buyer. Buyer shall train all its employees and/or third-party users of the Products purchased by Buyer so that such employees and third parties will be properly informed of the contents of all written materials supplied by CP and will use the Products properly and safely.

24. TRADEMARKS; LICENSED SOFTWARE OR FIRMWARE.

Buyer shall not remove, alter, obliterate or cancel CP's trade names or trademarks appearing on any Product nor take any actions which are inconsistent with CP's ownership of such names and trademarks. Use of Products comprised of software or firmware may be subject to Buyer's acceptance of additional terms and conditions set forth in separate CP or third-party license agreements that will control to the extent necessary to resolve any conflict with the terms and conditions stated or otherwise referenced herein. In the absence of a separate CP license agreement, Buyer is granted a limited, non-exclusive, non-assignable, non-transferable license to use provided CP's software or firmware only in object code form and solely in conjunction with CP-provided Products, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware. All right, title and interest in any inventions, developments, improvements or modifications of or for Products and Services shall remain with CP. Any design, manufacturing drawings or other information submitted to the Buyer remains the exclusive property of CP. Buyer shall not, without CP's prior written consent, copy or disclose such information to any third party. Such information shall be used solely for the operation or maintenance of the Products and not for any other purpose, including the duplication thereof in whole or in part.

25. APPLICABLE LAW; ARBITRATION.

These Terms and any order by Buyer shall be interpreted and enforced in accordance with the laws of the state of California and any applicable laws of the United States. The United Nations Convention on the International Sale of Goods shall not govern the interpretation of or any dispute arising from this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in San Diego, California, before a single, neutral arbitrator in accordance with the rules then in effect of the American Arbitration Association, and judgment rendered upon the award, including such reasonable attorneys' fees as may be awarded the prevailing party, may be entered in any court having jurisdiction thereof.

26. LIMITATION OF CLAIMS.

No action or proceeding based on this Agreement or arising out of its performance shall be instituted by either party more than one (1) year after the cause of action or claim has accrued; provided, however, that no such limitation shall apply to (i) claims for payment under this Agreement by CP against Buyer and (ii) claims by CP for indemnity as provided in Section 20.

27. CONFIDENTIALITY.

All prices, designs and drawings submitted by CP to the Buyer, any software, source code, and the features of all parts, Products, and other items furnished or disclosed to Buyer by CP in connection with the order (collectively, the "**Confidential**

Data”) are to be considered confidential, the sole property of CP, shall not be used in conjunction with or disclosed to any other manufacturer, manufacturer’s agent or any other third party that would use this information for its own use or commercial use and shall not be published or disclosed to any other manufacturers without CP’s prior written authorization, unless the Confidential Data or any relevant part thereof is or becomes generally available to Buyer on a non-confidential basis from a source (other than CP) which is entitled to disclose the same.

28. FORCE MAJEURE.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from a Force Majeure Event. The party suffering a Force Majeure Event shall promptly give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

29. MISCELLANEOUS.

In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys’ fees and costs. Attorneys’ fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys’ fees shall survive any judgment and shall not be deemed merged into the judgment. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to its subject matter. The obligations of the parties under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration only, and not limitation, confidentiality, payment and indemnification obligations, shall survive such termination, cancellation or expiration. This Agreement shall not be interpreted against a party by virtue of such party’s participation in the drafting of the Agreement or any provisions herein. Should any portion of this Agreement be declared invalid or unenforceable, then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder hereof. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute a single document

CP MANUFACTURING, INC.

BUYER: _____

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

Address: 6795 Calle de Linea
 San Diego, CA 92154
 Attn: President

Address: _____

 Attn: _____

Date: _____

Date: _____

**Metro Waste Authority Board
Monthly Board Meeting
July 19, 2023
AGENDA ITEM 12**

ITEM:

Approval of One (1) Year Union Contract with Terms Retroactive to July 1, 2023

SUMMARY:

MWA staff proposes the Board approve a one (1) year agreement that includes all of the tentative agreements reached by the parties during the negotiations except for the length of the contract. The proposal increases wages 3.00%, adds PTO, and adds new pay ranges for Light Utility and Equipment Mechanic positions.

DISCUSSION POINTS:

Highlights of changes include:

- Article 1 – Amend unit determination to include Light Utility Worker.
- Article 3, Section 2, Work Week – Updates the old language that “sick leave does not count as work performed,” to “PTO leave does not count as work performed.”
- Article 3, Section 2, Work Week – Change to the first sentence to work week shall consist of 40 consecutive hours based on seniority with consideration given to operational needs and safety considerations.
- Article 4, Section 2, Overtime Rates – Revise the section to state “If an employee works on a day designated as a holiday, the employee shall be paid at overtime rates for a minimum of two (2) hours for working zero (0) to two (2) hours. An employee who works more than two (2) hours will receive overtime pay for all hours actually worked.”
- Article 5, Vacation – Replacing vacation and sick leave with paid time off (PTO).
- Article 6, Sick Leave – Replacing vacation and sick leave with paid time off (PTO).
- Article 7, Section 3 – 4 days off for bereavement leave for spouse, child, and parent funerals; up to 3 days off for siblings, and grandparents (including step- and -in laws), as well as step-children, step-parents, and parents-in-law.
- Article 9, Other Benefits – An increase of the tool allowance from one hundred (\$100) to three hundred fifty (\$350) dollars.
- Article 11, Section 1, Probationary Period – Change the probationary period from three (3) months to six (6) months.

- Article 12, Section 1, Promotions – Increase new position trial period to ninety (90) days, and requiring employees to stay in new position for at least six (6) months unless MWA approves.
- Article 14, Deferred Compensation – A one (1) year waiting period before MWA contributes a one hundred percent (100%) match of up to three percent (3.0%) for anyone hired after July 1, 2023.

STAFF RECOMMENDATION:

Recommend approval.

ATTACHMENT:

- Draft Agreement

CONTACT:

Michael McCoy, executive director, 515-323-6535

LABOR AGREEMENT BETWEEN

METRO WASTE AUTHORITY AND

CENTRAL IOWA EMPLOYEES LANDFILL COUNCIL

FOR

JULY 1, 2023, THROUGH JUNE 30, 2024

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Agreement

THIS AGREEMENT is between the Metro Waste Authority and the Central Iowa Employees Landfill Council

Article 1 - Recognition

MWA recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment in accordance with the provisions of the Iowa Public Employees Relations Act for the following classifications of employees:

Heavy Equipment Operator	Heavy Equipment Operator/ Mechanic
Medium Equipment Operator	Metro Transfer Station Operator
Utility Worker	Metro Transfer Station Driver
Light Utility Worker	Working Foreman
Equipment Mechanic	
Equipment Lubricator	

Article 2 - Deductions

MWA agrees to make deductions, as required by law, from employees' wages which include, but are not limited to, income tax, social security, and IPERS. MWA will also make regular deductions for other items, as mutually agreed upon, with written authorization from the employee.

Article 3 - Hours of Work

Section 1. Regular Hours The regular work hours of each day shall be consecutive, except that they may be interrupted by a lunch period that shall not be considered a part of the regular working hours.

Section 2. Work Week A normal work week shall consist of forty (40) consecutive hours based on seniority with consideration given to operational needs and safety considerations. An employee shall receive overtime for all work performed more than forty (40) hours in the work week; however, PTO leave does not count as work performed. Exceptions to the normal work week may occur in cases of inclement weather or as provided in other sections of this Agreement.

Section 3. Workday Ten (10) consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular workday, exclusive of the lunch period.

Section 4. Work Shift Ten (10) consecutive hours of work (excluding lunch periods) shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. However, such work shifts may vary from individual to individual.

Section 5. Work Schedule Work schedules showing the employees' shifts, workdays, and hours, shall be posted on all department bulletin boards. Whenever possible, changes in the work schedule shall be posted at least five (5) working days in advance of such change. Variations in work schedules as agreed to between union and employer for specific job categories may also be instituted.

Section 6. Hours of Work The hours of work in a week for permanent, full-time employees will be forty (40) hours. The hours of work in a year for permanent, full-time employees shall be two thousand eighty (2,080) hours. These hours are minimum hours. To be eligible for the minimum

number of hours, the employees must be available for work. All overtime hours, as well as all authorized paid leave, shall be counted in determining whether an employee has worked the minimum forty (40) hour work week or two thousand eighty (2,080) hour work year.

Temporary employees work four (4) months or less in accordance with Iowa Code Section 20.4.5.

Section 7. Rest Periods All employees' work schedules shall provide for a fifteen (15) minute rest period prior to the lunch period and a fifteen (15) minute rest period following the lunch period.

Section 8. Meal Periods All employees may be granted a lunch period during each work shift. Whenever possible the lunch periods shall be scheduled at the middle of the shifts.

Section 9. Dismissal from Work MWA may, at its discretion, dismiss employees from work provided such employees shall be compensated for said dismissal in accordance with the Article 7, Section 1 Wage Schedule.

Article 4 - Holidays

Section 1. Holidays Recognized and Observed The following days shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Eve
Labor Day	Christmas

Permanent employees shall be paid for eight (8) hours straight time for each of the above holidays.

Section 2. Overtime Rates If an employee works on a day designated as a holiday, the employee shall be paid at overtime rates for a minimum of two (2) hours for working zero (0) to two (2) hours. An employee who works more than two (2) hours will receive overtime pay for all hours actually worked.

Section 3. Eligibility Requirements Employees shall be eligible for pay for any holiday falling within a period for which they receive compensation provided the employee is present for work on the day preceding and the workday following the holiday unless on authorized paid leave or works on the holiday.

Article 5 – Paid Time Off

Section 1. Eligibility All permanent, full-time employees who have completed six (6) months of continuous service and have successfully completed the probationary period shall be eligible for paid time off (PTO) leave upon accrual.

As of July 1, 2023, existing employees will have their vacation time converted to PTO at the rate of 1 hour of vacation time for 1 hour of PTO.

As of July 1, 2023, employees will have up to 500 sick leave hours removed from their balance.

Existing employees will have 3 years to use any sick time hours above 500 hours and they lose any remaining hours on June 30, 2026. Sick leave will be used in accordance with Article 6 of the 2018-2023 collective bargaining agreement between the parties.

As of June 30, 2025, existing employees will have half of their removed sick time paid into a HRA account or paid in cash.

Employees will be paid out at the rate they are making as of July 1, 2023, the beginning of this CBA.

As of June 30, 2026, existing employees will have the other half of their removed sick time paid into the HRA account or paid in cash.

Employees will be paid out at the rate they are making as of July 1, 2023, the beginning of this CBA.

Employees who leave employment prior to June 30, 2026, will lose any removed sick time that has not been placed into the HRA account or paid in cash.

Employees will be allowed to carry over 1.5 times the accrued annual PTO hours (for example, based on the annual hours below an employee could carry over 240, 312, 372, 432 and 492 hours).

Each year an employee must bid to use at least 75% of their accrued hours of PTO.

If an employee gives thirty (30) days' notice prior to leaving employment with MWA, they will receive a payout of all accrued PTO leave.

<u>Length of Service</u>	<u>Annual Hours</u>	<u>Per Pay Period</u>
0-1 years	160	6.15
2-4 years	208	8.00
5-9 years	248	9.54
10-20 years	288	11.08
20+	328	12.62

Section 2. PTO Sign-up and Choice of PTO Period PTO shall be granted at the time requested by the employee. However, if the nature of the work makes it necessary to limit the number of employees on PTO at the same time, the employee with the greatest seniority shall be given their choice of PTO period by seniority, for a maximum of two (2) week increments. Following the initial selection by all employees, those employees having remaining PTO time shall have the opportunity to select their remaining PTO time on a seniority basis.

Section 3. Holiday During PTO Period If a holiday occurs during the calendar week in which PTO is taken by an employee, such holiday shall be paid as holiday pay and shall not be charged against the employee's accrued PTO.

Section 4. Verification MWA may require a doctor's certificate upon an employee's return to work from an illness of three (3) consecutive full days or more. In cases where the employee's sick leave record indicates abuse, MWA may authorize appropriate action to verify the reported illness. PTO leave shall be chargeable only when used on regularly scheduled workdays or work periods.

Section 5. Accumulation PTO must be taken within a twelve (12) month period after the completion of the year in which it is earned unless written authorization extending this period is obtained from MWA. Accrued, but unused, PTO will be paid at an employee's current rate of pay upon voluntary termination of employment or retirement if the employee provides at least thirty (30) days' notice, or with the approval of MWA. In the event of employee's separation prior to completion of six (6) months service, employee shall be ineligible for PTO payment upon termination.

Article 6 - Leaves of Absence

Section 1. Eligibility Requirements Employees shall be eligible for leaves of absence after thirty (30) days of service with MWA.

Section 2. Application for Leave Any request for a leave of absence shall be submitted in writing by the employee to their immediate supervisor. The request shall state the reason for leave of absence being requested and approximate length of time the employee desires. Authorization for a leave of absence when granted shall be furnished to the employee by their immediate supervisor and shall be in writing. Any request for a short leave of absence, a leave not exceeding one (1) month, shall be answered within five (5) days. A request for leave of absence exceeding one (1) month shall be answered within ten (10) days. In addition to accruing seniority while on leave of absence or FMLA Leave granted under the provisions of this Agreement, if possible, employees who return shall be returned to the position held at the time the leave of absence or FMLA Leave was requested.

Section 3. Paid Leaves

- (a) Family Leave - In case of death in the immediate family, a permanent employee shall be granted a leave of absence with pay up to four (4) calendar days by MWA. "Immediate" family is defined as "spouse, child, or parent." In case of death in the family, a permanent employee, upon prior request, shall be granted a leave of absence with pay up to three (3) calendar days by MWA. "Family" is defined as "siblings and grandparents (including step- and -in-laws), as well as stepchildren, stepparents, and parents-in-law." In addition, leaves may be granted to all permanent full-time employees for a maximum of four (4) hours to attend the funeral of any other relative upon written authorization of MWA. Employees shall request the time off as far in advance as practical. If the situation warrants an extension, MWA may grant up to an additional three (3) calendar days. A written explanation of any such extension must be filed with MWA.
- (b) Jury or Witness Leave - Leave with pay shall be authorized by MWA in order that a regular employee may serve required jury duty or as a witness for the Federal Government, state of Iowa or political subdivision thereof. Such time off shall be considered as time on duty and the employee will be paid the difference between the regular pay and the amount the employee receives from the jury or witness duty, except travel, food or lodging compensation for such duties. Other types of required court appearance shall not be considered as time on duty and entitle the individual to compensation as stated above, except at the discretion of MWA.
- (c) Military Leave - MWA will comply with all applicable Federal and state regulations regarding military leave.

- (d) Injury Leave - Leave of absence with pay to permanent employees for on-the-job injuries or occupational disease (as described by the Iowa Worker's Compensation Law) shall be provided by worker's compensation insurance.

Method of Payment - During such injury leave, MWA shall pay such employee in accordance with the schedule below provided that, upon receipt of worker's compensation benefits, employees shall receive the difference between worker's compensation benefits under this contract. However, the total amount so paid for loss of time from work shall not exceed the full pay that the employee would have received for such period at the employee's regular rate of pay. Such injury leave shall not be charged against the employee's PTO benefits, except as provided hereinafter.

Extent of Leave - Such injury leave shall extend, as provided below, unless it is determined sooner by competent medical authority and approved by MWA that the employee can return to work.

- (a) For the first six (6) months of the injury leave, the equivalent of full pay.
- (b) For the next three (3) months, worker's compensation benefits, plus two-thirds (2/3) of the difference between the employee's full pay and the worker's compensation benefits.
- (c) For the next three (3) months, worker's compensation benefits, plus one-third (1/3) of the difference between the employee's full pay and worker's compensation benefits.
- (d) At the end of one (1) year from the date of injury, the employee shall be entitled to worker's compensation benefits for the duration of the disability as provided by the Code of Iowa.
- (e) If declared by competent medical authority to be unable to return to work or to be declared permanently disabled, the employee shall be permitted to use PTO before being retired from service with MWA. To qualify for injury leave of absence with pay, the employee must report an injury to the foreman within the work shift in which it occurs unless physically unable to do so and to take such first aid, medical treatment or any other treatment as may be necessary. In the event the employee fails to report the injury within the work shift, any compensation received from MWA shall be charged against PTO time.

Section 4. Unpaid Leave

- (a) Reasonable Purpose - A leave of absence without pay for any reasonable purpose may be granted by MWA when requested in writing by the employee.
- (b) Family Medical Leave Act - Employees shall be entitled to family leave as set out in federal law; however, employees shall not be required to exhaust all their paid leave before they are eligible for the unpaid leave provided under the provisions of the "Family Medical Leave Act."

Article 7 - Wages

Section 1. Wage Schedule Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix A." Appendix A shall reflect a three percent (3.0%) across-the-board wage increase as of July 1, 2023. When any position not listed on the wage schedule is established, MWA may designate a job classification and rate structure for the position. In the

event the Union does not agree that the classification and rates are proper, the Union shall have the right to submit the issue as a grievance at Step 2 of the grievance procedure.

Permanent employees temporarily working in a higher classification will be compensated at the rate of pay for the higher classification after the first full day of work in the higher classification as follows: Less than four (4) hours - no additional compensation; and four (4) hours or more, eight (8) hours of compensation at the rate for the higher classification, or the hours actually worked whichever is greater. If the pay rate for the "acting" position is less than the employee's regular position, the employee will be paid at the rate of their regular position. Notwithstanding the language set out above, when a permanent employee in the MTS Driver Classification works as an MTS Operator, said employee will be compensated at the MTS Operator rate for all hours worked as an MTS Operator.

Section 2. Pay Period The salaries and wages of employees shall be paid every two (2) weeks on Friday of the appropriate week. Employees shall be compensated on pay day for all work performed during the two (2) week pay period ending on the Sunday immediately preceding pay day. In the event the normal pay day is a holiday, the preceding day shall be pay day.

Section 3. Pay Plan

- (a) Within Grade Salary Increases - After appointment or promotion an employee shall receive a step increase after completing six (6) months of employment in the assigned salary range. This employee shall continue to receive step increases after each additional six (6) months of service until reaching the top of the salary range for his/her classification. Such pay adjustments shall be made effective at the beginning of the pay period during which the required qualified service is met.
- (b) Promotion Pay - Upon promotion to a classification having a higher pay range, the employee shall receive an increase in pay equal to the first step of the newly assigned salary range above the next step of the employee's current salary range.
- (c) Demotions - Employees demoted to a classification having a lower pay range shall be placed in the highest step of the newly assigned salary range that is below their current rate of pay.

Section 4. Longevity Pay Permanent employees who have performed satisfactory, continuous service for the required number of years shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed. Such payments shall be added to the wage schedule.

(a) Continuous Service - Continuous service shall be terminated by resignation, dismissal, or retirement. If an employee so terminated receives a subsequent reappointment, he shall not be given longevity pay for service prior to the termination. Continuous service shall not be considered broken if an employee:

1. Is on military leave of absence and returns to employment with MWA in accordance with Federal and state laws.
2. Is on an authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time toward the accumulation of a five (5) year period by employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served to qualify for longevity.

(b) Amount of Payment - Eligible employees shall receive one percent (1.0%) of base salary upon completion of five (5) years; two percent (2.0%) of base salary upon completion of nine (9) years;

three percent (3.0%) after thirteen (13) years; four percent (4.0%) after seventeen (17) years; five percent (5.0%) after twenty-one (21) years; and six percent (6.0%) after twenty-five (25) years or more continuous satisfactory service in a permanent status. Longevity increments shall be paid in addition to regular compensation and may be incorporated with the regular paychecks.

(c) Limitations - An employee who is suspended, on leave of absence without pay, or otherwise off the payroll for any period of thirty (30) consecutive calendar days or more shall receive no longevity pay for such period.

Article 8 - Other Benefits

MWA shall pay the amount of two hundred dollars (\$200.00) toward a pair of safety shoes for each employee per year after presenting the old shoes to management and upon evidence such a pair of shoes has been purchased by the employee and is accompanied by a safety shoe tag required for the job and the receipt. New Utility and Light Utility employees will be provided a voucher in their second year of employment to purchase a pair of insulated boots. On July 1, 2023, current Utility and Light Utility workers will be provided with a voucher to purchase a pair of insulated boots.

A tool allowance of three hundred fifty dollars (\$350) per year will be provided to employees with toolboxes onsite that perform substantial mechanical work as determined by MWA. There shall be no replacement of broken tools—except for the replacement of an impact tool not more than once a year. The employee must supply the impact tool's serial number to MWA in writing ahead of time to be eligible for replacement.

MWA agrees to provide all employees up to two-hundred and seventy-five dollars (\$275.00) annually for the purchase or cleaning of uniforms. For employees that choose this amount to be applied to cleaning of uniforms, they must request this choice with MWA by July 1st each year for that fiscal year's amount to be provided for uniform cleaning. A uniform allowance of up to three hundred dollars (\$300) per year will be provided to employees who regularly perform maintenance work who are in the mechanic, mechanic foreman, or lubricator positions for purchase of the following clothing once per year: (1) an insulated bib; (2) an un-insulated bib; and/or (3) an insulated jacket. MWA will provide appropriately sized bibs for mechanic operators.

Employees that MWA determines are frequently exposed to inclement weather will receive an insulated bib and/or jacket every other year.

An employee terminating employment must turn in all uniforms and Employer equipment prior to receiving final pay warrant.

Article 9 - Minimum Time Pay Allowances

Section 1. Reporting Time Any employee who is scheduled to report to work and who reports as scheduled shall be assigned to at least two (2) hours work on the job for which they were scheduled. If work on the job is not available, the employee may be excused from duty and paid at their regular rate of pay for two (2) hours work at the appropriate rate; straight time or overtime, whichever is applicable. When an employee reports for work and starts to work as scheduled and is excused from duty before completing two (2) hours work, the employee shall be paid at their regular rate for two (2) hours work at the appropriate rate; straight time or overtime, whichever is applicable.

Section 2. Recall Pay Employees who are recalled to work by their supervisor after the completion of the regular workday shall receive a minimum of two (2) hours pay for each call at the appropriate overtime rate.

Article 10- Overtime

Section 1. Rate of Pay

- (a) Time and one-half of the employee's regular hourly rate of pay shall be paid for all work performed more than forty (40) hours in any work week.
- (b) Double Time. Double time shall be paid for all work performed on Sunday and holidays.
- (c) Time worked shall be computed to the closest minute for overtime compensation.

Section 2. Procedures Whenever overtime work is necessary, MWA will determine the classification needed to perform the overtime work. In the event there are no employees who volunteer for the overtime, the overtime will be assigned to the employee in the appropriate classification with the least amount of seniority. The procedure for assigning the overtime will be as follows:

- (a) Scheduled Saturday Overtime - Except for Holiday Overtime, employees shall be offered scheduled Saturday overtime based on seniority. If no employee volunteers for the overtime or if additional employees are needed beyond those that have volunteered, the least senior employee shall be assigned to work. MWA shall post a sign-up sheet approximately thirty (30) days in advance and employees shall have two (2) weeks to sign up for overtime. Upon completion of the sign-up period, MWA shall post the schedule of assigned workers. Once scheduled, employees must work unless unavailable due to unforeseen emergency or illness. If unavailable, the employee must contact his/her supervisor before the start of the overtime shift. MWA reserves the right to assign any available employee to fill in for an employee unavailable due to an unforeseen emergency unless notified prior to Noon on Friday.
- (b) Scheduled Holiday Overtime - Employees shall rotate holiday work assignments within their respective classification. In the event there is a need for personnel in addition to those scheduled to work a holiday, such assignment will be offered on a seniority basis.
- (c) Other Scheduled Overtime - MWA shall provide reasonable advance notice and assign by seniority. Other Scheduled Overtime shall include: (a) an activity that begins more than one (1) hour before a normal shift; or (b) a new activity that begins before the end of a shift and ends more than one (1) hour after a normal shift; or (c) an activity that begins after the facility's closing hours. For the purpose of this subsection, "New Activity" means a project assigned to an employee with four (4) hours or less left in that employee's shift.
- (d) Exceptions - This procedure shall not apply to overtime incurred because of a continuation of work beyond an employee's normal workday. Overtime assigned for snow removal shall not be included in these procedures.

Section 3. Computation of Overtime Rates Holidays including unworked holidays shall be considered time worked for the purpose of computing overtime.

Section 4. Overtime vs. Comp. Time Employees may be given comp. time in lieu of overtime pay at the discretion of MWA provided said comp. time shall not exceed two hundred and forty (240) hours in one (1) fiscal year.

Article 11 - Seniority

"Company Seniority" means an employee's length of continuous service with MWA since their last date of hire. "Department Seniority" means an employee's length of continuous service at: (1) the North Dallas Landfill site located in Dallas County ("Dallas Site"); or (2) The Metro Park East Landfill, Metro Transfer Station(s), and Metro Compost Facility-all located in Polk County ("Polk Site"). Employees shall not be involuntarily assigned from one department to another for more than thirty (30) consecutive days. Employees assigned shall receive mileage at the IRS established rate for a total of one hundred and twenty (120) miles per day.

Section 1. Probationary Period Any new employee may be discharged by MWA during the first six (6) months of employment in permanent status in a budgeted position on any grounds, including incompetence, and MWA, working through the employee's supervisor, shall be the sole judge, without appeal, as to the competency of said employee. Upon satisfactory completion of the probationary period, the employee's seniority standing shall be computed from the date they started to work.

Section 2. Seniority Lists MWA will maintain a current seniority list of employees based upon the length of continuous employment with MWA and/or any employment with an Agency member immediately preceding their employment with MWA. Such list will be posted where employees may always see it.

Section 3. Breaks in Seniority An employee's seniority record shall be broken by voluntary resignation, discharge for just cause, and retirement. If an employee returns to work in any capacity within one (1) year, an additional time equal to the loss of service must be served before the previous seniority earned is reinstated.

Section 4. Layoffs In the event it is necessary to reduce the number of employees, employees will be laid off in inverse order of their department seniority and returned to work in the order of their department seniority. Employees removed from a position due to a reduction in the number of positions will be placed in other positions within the bargaining unit based on seniority provided such employees possess the necessary job qualifications and can do the work.

During the period the employee is laid off, employees shall accumulate seniority during the lay off for a maximum of six (6) months and shall not lose any seniority they have accumulated prior to the time they were laid off.

Transfer station employees shall not be entitled to exercise seniority rights over any employee position or classification located at the Metro Park East Landfill site, regardless of the seniority of the employee who holds said position at the landfill site, unless said employee shall have the requisite skill and ability to immediately perform the work.

Article 12 - Work Force

Section 1. Promotions When new jobs are created or vacancies are to be filled, preference may be given to seniority and qualifications. MWA shall determine the most qualified. When MWA believes the qualifications are equal between two or more employees, the employee with the most seniority shall prevail. In the event an employee acquires the job they shall be given a trial period not to exceed three (3) months in said position; however, the employee shall return to their original position

unless MWA confirms the permanent promotion via written notice. Employees are required to stay in their new position for at least six (6) months unless MWA approves such promotion in writing. Employees promoted to a new position on a different salary range will be moved to the step closest to their existing wage without a loss in pay.

Section 2. Temporary Acting Positions When MWA decides there is a need to fill a temporary position for more than one-week MWA shall post for interested employees for such temporary position. The most senior interested employee shall be strongly considered first. The temporary acting position is not to exceed six (6) months without MWA's approval.

If MWA determines at any time up to two hundred forty (240) hours performing the temporary acting position that the employee is having difficulty performing the work, then MWA may consider the next qualified interested employee with consideration given to seniority. MWA shall meet with the Union Steward and the employee to be replaced. An employee removed from a position shall not be eligible for future postings for at least twelve (12) months.

For all positions other than Mechanic, after completing three hundred sixty (360) hours performing the temporary acting position the employee shall be paid the higher classification pay per contract and will be considered qualified for the position. For the Mechanic positions, after completing eight hundred (eight hundred) hours performing the temporary acting position the employee shall be paid the higher classification per contract and will be considered qualified in position. Employees will be evaluated as work can be completed. MWA shall have final decision if employees are qualified for promotion as opening occurs.

Section 3. Posting Job vacancy notices shall be posted on the bulletin board for seventy-two (72) hours, excluding weekends, during which time each employee who is interested shall bid.

Article 13- Settlement of Disputes

Section 1. Grievance Any grievance concerning the interpretation, application, or alleged violation of the provisions of this Agreement by MWA shall be processed in the manner set forth herein. The term "grievance," however, shall not include a dispute seeking to change the amount of an employee's wages or benefits set forth in this Agreement. Grievances shall be in writing and signed and shall be adjusted in the following manner:

Step 1. The employee shall submit his/her grievance to the department supervisor within five (5) working days of the occurrence giving rise to it. The supervisor shall give their answer to the employee within three (3) days of submission to them.

Step 2. If not resolved or answered by the department supervisor within three (3) working days, the grievance shall be submitted by the employee to MWA within five (5) working days. MWA shall give an answer to the employee within five (5) working days of submission of grievance.

Step 3. If not resolved, the grievance may be submitted to arbitration by the employee or their labor organization. Notice of arbitration shall be given in writing within fifteen (15) working days of the due date of MWA's answer. Such notice shall specify the section of this Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they shall request the Public Employment Relations Board for a list of five (5) arbitrators and by alternately striking names, one (1) arbitrator will be selected to hear and determine the grievance.

Employees are entitled to representatives of their own choosing in appealing grievances, and they are entitled to one (1) representative in Step 1 and a reasonable number of representatives thereafter. When necessary, in investigating and settling grievances, employees and their representatives shall be released from work without loss of pay for a reasonable time provided MWA is given sufficient advance notice to adjust work schedules.

Failure to appeal a grievance within the times specified above shall bar further appeal. The employee or labor organization and MWA shall share equally the expenses of arbitration. The arbitrator shall have no authority to add to, subtract from, or modify any provisions of this Agreement and their decision shall be final and binding upon the parties.

Section 2. Union Stewards

(a). Activities - The Union may appoint certain employees to serve in the capacity of steward. The Union will take all reasonable measures to assure such stewards are knowledgeable of their respective responsibilities. A steward may receive, investigate, and settle minor complaints and grievances, but shall not solicit such complaints.

(b). Designation - The total number of stewards shall be designated to provide reasonable accessibility by bargaining unit personnel.

(c). Investigation Procedure - Stewards may be permitted to leave their work area upon request to their supervisor for the purpose of investigating a grievance or complaint in their assigned work area. Whenever a steward enters a work area for the purpose of such investigations, the supervisor must be notified and informed of the investigation. Stewards shall suffer no loss of their regular pay for the normal work shift when properly excused by their supervisor. However, time spent in the grievance investigation shall be kept reasonable and commensurate with the circumstances of the matter at issue. Normally such time should not exceed one (1) hour at the first or second step of the grievance procedure.

Article 14 - Deferred Compensation

An employee shall be eligible to contribute the maximum allowed by law into the deferred compensation plan. For anyone hired after July 1, 2023, after being employed by MWA for twelve (12) months, MWA will contribute a sum equal to that contributed by the employee up to three percent (3.0%) of the employee's annual salary.

Article 15 - General Provisions

Section 1. Pledge Against Discrimination and Coercion The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or other protected classes. The Union shall share equally with MWA the responsibility for applying this provision of the agreement. All references to employees in this Agreement designate both sexes. MWA agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by MWA or MWA's representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union. The Union agrees that it will not discriminate against, interfere with, or harass employees about their refusal to join or their withdrawal from the Union, but agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 2. Union Bulletin Boards MWA agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 3. Union Activities on Employer's Time and Premises MWA agrees that during working hours on MWA premises, without loss of pay, Union representatives shall be allowed to list or post Union notices on designated bulletin boards; attend negotiating meetings with management, provided mutually acceptable arrangements as to time and place can be made; transmit communications authorized by the local union or its officers to MWA or their representative.

Section 4. Safety It is agreed by the parties that the question of safety is a common concern and to this end, the parties agree to use all reasonable means of protecting the health and welfare of all employees. MWA will develop a training program for employees in toxic material handling and recognition of hazardous waste materials. This program will be made available to all employees who participate in the handling of any waste materials and will be given during the employee's regular work schedule whenever possible. In the event it is necessary to conduct the training program outside the employee's regular work schedule, the employee will be paid their appropriate hourly rate for attendance at the program. MWA may attempt to conduct C.P.R. classes at the landfill site for interested employees. Employees may be excused from work to attend the C.P.R. class as the work schedule will permit.

Section 5. Management Rights Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, the right to manage, direct or supervise the operations of MWA and to discipline employees for work-related conduct arising from circumstances not specifically covered in this Agreement is vested solely and exclusively in the management of MWA.

Section 6. Job Training Any job training which is necessary for the employee to perform in their current position competently and safely shall be given to the employee by MWA at the MWA's expense.

Section 7. Past Practice Verbal agreements, policies and understandings may not be used to alter the terms of this agreement unless produced to in writing and acknowledged by the parties.

Article 16 - Savings Clause

Should any article, section, or portion thereof, of this Agreement, be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

Article 17- Duration of Agreement

This Agreement shall be effective as of the 1st day of July 2023, and shall remain in full force and effect through the 30th day of June 2024.

Signed this ____ day of July 2023

FOR EMPLOYER:

FOR UNION:

METRO WASTE AUTHORITY

CENTRAL IOWA EMPLOYEES LANDFILL COUNCIL

METRO WASTE AUTHORITY

CENTRAL IOWA EMPLOYEES LANDFILL COUNCIL

APPENDIX A

The wage plan set out below will apply to all permanent employees of MWA who work in the classifications listed below for the period from July 1, 2023, through June 30, 2024:

JOB CLASSIFICATION RANGES

- Range 1. Equipment Lubricator; Utility Worker; Metro Transfer Station Driver
- Range 2. Medium Equipment Operator; Metro Transfer Station Operator
- Range 3. Heavy Equipment Operator; Heavy Equipment Operator Mechanic
- Range 4. Light Utility
- Range 5. Equipment Mechanic

MWA has the ability to hire new employees up to step 3 based on experience and need.

Working Foreman shall receive an additional seven percent (7%) increase in base pay.

The wages for each of the Job Classification Ranges during the term of this contract are as set out in the "Metro Waste Authority Union Pay Rates" attached to this Agreement and included as part of this Appendix A, which details that employees will receive: a three percent (3.0%) across the board wage increase as of July 1, 2023

SALARY RANGE FOR THE PERIOD JULY 1, 2023, THROUGH JUNE 30, 2024

						<i>Longevity Pay</i>					
<i>Range 1</i>	Start	6 months	12 months	18 months	24 months	5 Years	9 years	13 years	17 years	21 years	25 years
Utility Worker	\$30.55	\$30.88	\$31.32	\$32.09	\$32.82	\$33.15	\$33.48	\$33.80	\$34.13	\$34.46	\$34.79
Lubricator											
Metro Transfer Station (MTS) Driver											
<i>Range 2</i>	Start	6 months	12 months	18 months	24 months	5 Years	9 years	13 years	17 years	21 years	25 years
Medium Equipment Operator	\$35.56	\$36.41	\$36.43	\$37.39	\$38.24	\$38.62	\$39.00	\$39.39	\$39.77	\$40.15	\$40.53
Transfer Station Operator											
<i>Range 3</i>	Start	6 months	12 months	18 months	24 months	5 Years	9 years	13 years	17 years	21 years	25 years
Heavy Equipment Operator	\$36.90	\$37.11	\$37.60	\$38.50	\$39.41	\$39.80	\$40.20	\$40.59	\$40.99	\$41.38	\$41.77
Heavy Equipment Operator-Mechanic											
<i>Range 4</i>	Start	6 months	12 months	18 months	24 months	5 Years	9 years	13 years	17 years	21 years	25 years
Light Utility	\$20.00	\$20.20	\$20.48	\$20.99	\$21.45	\$21.66	\$21.88	\$22.09	\$22.31	\$22.52	\$22.74
<i>Range 5</i>	Start	6 months	12 months	18 months	24 months	5 Years	9 years	13 years	17 years	21 years	25 years
Equipment Mechanic	\$38.00	\$38.55	\$39.00	\$39.50	\$40.00	\$40.40	\$40.80	\$41.20	\$41.60	\$42.00	\$42.40

**Metro Waste Authority Board
Monthly Board Meeting
July 19, 2023
AGENDA ITEM 13**

ITEM:

Approval of 3.00% Wage Increase for Union Employees Retroactive to July 1, 2023

SUMMARY:

Staff proposes that, if the Board decides not to execute a collective bargaining agreement with the Union, the Board approve a three percent (3.00%) wage increase for all Union employees retroactive to July 1, 2023.

DISCUSSION POINTS:

MWA staff proposes that the Board adopt a three percent (3.00%) wage increase.

STAFF RECOMMENDATION:

Recommend approval of a three percent (3.00%) retroactive wage increase for all Union employees.

BUDGET REQUIREMENTS:

Wage increases are budgeted in FY23/24.

CONTACT

Michael McCoy, executive director, 515.323.6535