

## Proposed Articles

*Whenever reference is made to masculine gender throughout this agreement, feminine gender also applies.*

### Part 1 General Provisions

#### Article 1 Parties and Intent

1.1 This Agreement is between Covanta SEMASS LLC, with its principal office located at 141 Cranberry Highway, West Wareham, Massachusetts 02576, hereinafter called the “COMPANY”, and Utility Workers Union of America, Local 369, AFL-CIO, with its principal office located at 120 Bay State Drive, Braintree, Massachusetts 02184 hereinafter called the “UNION”.

1.2 The purpose of this Agreement is to promote efficiency of operations at the Covanta SEMASS waste to energy facility located in West Wareham, Massachusetts, its transfer station located at 257 Ivory Street, Braintree, Massachusetts, and its landfill at 118 Federal Road, Carver, Massachusetts (collectively the “Facility” unless the context suggests otherwise), to provide for peaceful settlement of labor disputes without strikes or lockouts, and to promote the public interest by assuring the safe, efficient and economical operation of the Facility.

DATE \_\_\_\_\_ COMPANY \_\_\_\_\_ UNION \_\_\_\_\_

**Article 2 Recognition of the Union and Union Responsibilities**

2.1 The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Company in the Unit as certified by the National Labor Relations Board in Case No. 1-RC-22198 on May 12, 2008, stipulated as "All operations, power block, process and maintenance employees employed by Covanta SEMASS at its 141 Cranberry Highway, West Wareham, MA location, its transfer station located at 257 Ivory Street, Braintree, MA, and its landfill located at 118 Federal Road, Carver, MA., including storekeepers, maintenance mechanics, electrical and instrument techs, mobile equipment mechanics, utility operators, equipment operators, auxiliary operators, control room operators, assistant control room operators, truck drivers, ash systems operators, transfer station operators, transfer station scale attendants, and laborers, but excluding all office and clerical employees, professional employees, guards, and supervisors as defined in the National Labor Relations Act.

2.2 The Union recognizes its responsibilities as the exclusive bargaining representative for employees covered by this Agreement, that the Company has only limited ability to recover increased costs of operations, and that the Company must be in a strong market position, which means that it must be able to perform its services at the lowest possible costs and otherwise be able to operate its business efficiently and economically and provide the highest quality of service to its customers, if opportunities for continuing employment, good working conditions and good wages are to be maximized. The Union therefore agrees that it will cooperate with the Company and support its efforts to assure a full day's work on the part of employees and that it will actively combat absenteeism and any other acts or omissions by employees which hurt or interfere with the efficient and economic operation and management of the Company's business. The Union further agrees that it will support the Company in its efforts to operate and manage the business covered by this Agreement as efficiently and economically as possible, to improve service, to preserve equipment, to prevent accidents, and to strengthen good will between the Company and its employees as well as with its suppliers and customers.

DATE \_\_\_\_\_ COMPANY \_\_\_\_\_ UNION \_\_\_\_\_

**Article 3 Conformity With Applicable Federal, State and Local Laws and Regulations**

3.1 All provisions of this Agreement are subject to and shall be construed in accordance with all applicable federal, state and local laws and regulations now or hereafter in effect and lawful rulings or orders issued by any court, administrative agency, or regulatory commission having jurisdiction. If either the Company or Union gives \_\_\_ days written notice of its desire to meet and confer over proposed changes to any provision of this Agreement which conflicts with any such law, regulation, ruling, or order, the parties shall meet and confer within a reasonable time thereafter in an effort to negotiate a lawful change to the provision. If as a result of any such conference no change is agreed upon, the disagreement shall not constitute a question subject to the Disputes Procedure and the remaining provisions of the Agreement shall not otherwise be affected.

3.2 Nothing in this Agreement shall be deemed to require the Company or the Union to commit an unfair labor practice or other act that violates existing or future federal, state or local laws, regulations, rulings or orders affecting the relationship between the Company and its employees.

DATE\_\_\_\_\_ COMPANY\_\_\_\_\_ UNION\_\_\_\_\_

**Article 4 Non Discrimination**

4.1 The Company will not discriminate against a current or prospective employee because of his/her membership in or his/her lawful activity on behalf of the Union and the Union will not discriminate against a current or prospective employee because he/she chose not to join the Union or if he/she engages in lawful activity in opposition to the Union.

4.2 Neither the Company nor the Union will discriminate against a current or prospective employee because of race, color, religion, creed, sex, sexual orientation, national origin, age, disability, or any other characteristic or status protected by federal, state or local law. Likewise, neither the Company nor the Union will retaliate against any employee for engaging in conduct protected by federal, state or local law.

4.3 No current or prospective employee subject to this Agreement shall engage in any act of discrimination or harassment against any other employee because of the employee's opinions about or any activity in support of or in opposition to the Union, race, color, religion, creed, sex, sexual orientation, national origin, age, disability, or any other characteristic or status protected by federal, state or local law.

DATE \_\_\_\_\_ COMPANY \_\_\_\_\_ UNION \_\_\_\_\_

**Article 5 Union Membership**

5.1 No current or prospective employee in the unit shall be required to become a member of the Union or to pay dues to the Union as a condition of employment. The Company agrees that it will not interfere with the opportunity for any employee now employed or hereafter employed in the unit subject to this Agreement to become a member of the Union. However, any current or prospective employee in the unit may voluntarily choose to join or not join the Union and to pay or not pay dues to the Union.

DATE\_\_\_\_\_ COMPANY\_\_\_\_\_ UNION\_\_\_\_\_

**Article 7 Union Stewards/Non Employee Access**

7.1

7.1. The Union shall be represented at the Facility by \_\_\_\_ stewards as it shall so select. The name of each steward shall be supplied in writing to the Company within \_\_\_\_ days of selection.

7.2 Union business shall not be conducted by any employee whether or not he/she is a steward and whether or not such business is related to a grievance during his or her work time or in a manner which interferes with or disrupts the work of any employee covered by this Agreement unless the employee provides \_\_\_\_ hours notice to and obtains prior permission from his or her supervisor.

7.3 Non-employee representatives of the Union may not visit the Facility without \_\_\_\_ hours notice to and obtaining authorization from the Facility manager and/or the Human Resources Director for the Facility. Upon arrival, the representative shall report to the administrative offices. The representative shall not go to or enter any other Facility location or go anywhere in a Facility location without an escort provided by management. Nothing in this section shall prohibit the representative from meeting or conferring with management at reasonable times about matters governed by this Agreement.

7.4 The Company shall upon request of the Union furnish to the individual designated to the Company by the Secretary-Treasurer of the Union information with respect to the rates of pay, wages, hours of employment, and other conditions of employment for an employee governed by this Agreement.

7.5 The Company agrees to permit the Union to use designated Company bulletin boards to post notices dealing with official union business provided that in the opinion of the Facility Manager or his/her designated representative such notices are noncontroversial in nature.

DATE \_\_\_\_\_ COMPANY \_\_\_\_\_ UNION \_\_\_\_\_