

## Proposed Articles

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

### Part 1 General Provisions

#### Article \_\_ Parties and Intent

\_\_\_.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 currently located at 120 Bay State Drive, Braintree, Massachusetts 02184 hereinafter called the “UNION”.

\_\_\_.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.

**Article \_\_ Recognition of the Union and Union Responsibilities**

\_\_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 The Company and the Union recognize their mutual obligation to promote good union management and employee relationships. The Company realizes that maintaining rates of pay, wages, hours of employment, and other terms and consitions of employment which are equitable, reasonable and fair furthers this objective.

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**Article \_\_\_\_ UNION RESPONSIBILITIES \_\_.1** 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 excessive absenteeism and any other unprotected acts or omissions by employees which 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 reasonably 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.

\_\_\_\_.2 The Union's failure to exercise any union responsibility shall not be deemed to be a waiver of any kind or preclude the Union from exercising the responsibility in a manner not in conflict with the terms of this Agreement.

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**Article \_\_\_ Representation**

\_\_\_\_.1 Employee. An employee covered by this Agreement shall be a non-temporary employee who is employed in a job within the certified bargaining unit and who has satisfactorily completed a six (6) month probation period.

\_\_\_\_.2 Probationary Employee. A new hire will be considered a probationary employee during the first six (6) months of his/her employment, unless the Company and the Union agree that circumstances warrant an extension of the probationary period. The Company shall have the right to discipline or discharge a probationary employee for any reason it deems necessary without objection from the Union and without recourse to the Disputes Procedure provisions of this Agreement.

\_\_\_\_.3 Temporary Employee. A temporary employee is an employee who is hired to do work of a temporary nature and whose employment is not expected to exceed one hundred twenty ( 120 ) days.

\_\_\_\_.4 Seasonal Employees and Co-op Students. Seasonal employees and co-op students who perform work in association with employees in the certified bargaining unit shall be regarded as temporary employees.

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

\_\_.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 written notice of its desire to confer over proposed changes to any provision of this Agreement which conflicts with any such law, regulation, ruling, or order, the parties shall 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.

\_\_.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

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**Article \_\_ Non Discrimination**

\_\_.1 The Company will not discriminate against an employee because of his/her membership in or his/her lawful activity on behalf of the Union and the Union will not discriminate against an employee because he/she chose not to join the Union or if he/she engages in lawful activity in opposition to the Union.

\_\_.2 Neither the Company nor the Union will discriminate against an employee because of race, color, religion, creed, gender,, sexual orientation, national origin, age, disability, veteran, military, or reserve status, 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. Claims of discrimination in violation of the Article \_\_.2 shall be subject to the Dispute Procedure in Art.\_\_ as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate federal, state or local law when rendering decisions based on claims of discrimination in violation of this Article \_\_.2 and have discretion to award all remedies available under the applicable federal, state or local law.

\_\_.3 No 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.

**Article \_\_ Union Membership**

\_\_ .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.

\_\_ .2 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.

\_\_ .3 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.

\_\_ .2 The Company agrees to deduct dues, initiation and other fees and remit these to the Union from the earned wages of any employee who chooses to join the Union and who submits written consent to the Company authorizing it to make the deductions and specifying the amount of the deductions authorized.

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**Article \_\_ Management Rights**

\_\_\_.1 The Company retains and shall exercise full and exclusive authority to manage all aspects of its business, operations, and affairs as it exercised before entering into this collective bargaining agreement, except as limited by the express terms of this Agreement. The Company also retains all the rights it had at common law except to the extent those rights are limited by express terms in this Agreement. This means that the Company has the full and exclusive right and discretion to establish new or continue current policies, practices and procedures applicable to the conduct of business and operations at the Facility and to change or abolish these as may be determined from time to time; to determine the number and location of facilities and types of operations occurring at any facility or location; to decide the methods, processes, materials, and equipment to be employed at any facility; to discontinue or modify any method, process or operation in whole or in part; to determine whether performance of work necessitated by the method, process or operation will be performed by employees in the bargaining unit and to contract or subcontract out any or all such method, process or operation; to sell, transfer, or otherwise dispose of any facility, operation, or business of the Facility in whole or in part; to determine the number of hours per day or per week operations will occur at any Facility location; to establish wages, hours and other terms and conditions of employment; to plan for, establish, combine and abolish jobs; to create job descriptions and determine employee job requirements and qualifications and standards of performance; to determine work/shift schedules and assignments; to change work/shift schedules and assignments; to determine the number of hours per day or per week operations shall be carried on; to select and to determine the number and

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types of employees required; to assign work to such employees in accordance with the requirements determined by management; to transfer, promote, or demote employees, and to lay off, terminate, or otherwise relieve employees from duty; to make and enforce rules for efficient and safe operation, maintenance of discipline, and protection of life and property, violation of which shall be cause for discipline or discharge; to suspend, discharge, or otherwise discipline employees; and otherwise to take such measures as management may determine to be necessary or desirable for the orderly, efficient, safe and/or economical operation of the business and operations of each Covanta SEMASS facility or location.

\_\_\_2 The exercise of the rights reserved to the Company in this Article shall not be subject to the Disputes Procedure unless such right is exercised in a manner which violates an express term of this Agreement.

\_\_\_3 The Company's failure to exercise any management right in a particular way shall not be deemed a waiver of any such right or preclude the Company from exercising the same in some other way not in conflict with the express terms of this Agreement.

**Article \_\_ Supervisors**

\_\_.1 The Company and the Union agree that the primary function of a Supervisor is to supervise. Supervisors shall not routinely perform work which traditionally has been performed by employees in the Unit. The Company and the Union agree, however, that Supervisors may perform such work in emergencies, in connection with the instruction of one or more employees in the Unit, as a part of the normal cooperation and assistance given by Supervisors to employees in the Unit, or when there is no qualified employee in the Unit available to perform the work.

**Article \_\_ Subcontracting**

\_\_\_.1 It is the intention of the Company to utilize employees covered by this agreement to perform the necessary and majority of work at the Facility. The Company and the Union also acknowledge that the Company may need to exercise its discretion from time to time to subcontract for the performance of various tasks and functions at the Facility to ensure cost effective and efficient operation of the Facility.

\_\_\_.2 The Company retains and shall exercise full and exclusive authority to subcontract out any task or function at the Facility should it determine that employees at the facility are not qualified to perform or cannot timely, cost effectively or efficiently perform the task or function. The Company will not cause a layoff of any employee in the Unit by subcontracting any task or function which employees in the Unit may be qualified to perform.

\_\_\_.3 An employee who claims that the Company has subcontracted any task or function in violation of this Article may file a grievance in accordance with the Dispute Procedure in Article \_\_\_\_.

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**Article \_\_ Union Stewards/Non Employee Access**

\_\_.1

Upon request of the President or Secretary Treasurer of the Union, with reasonable advance notice to the Facility manager, and if Facility operations will not be adversely affected, the Company shall allow up to three (3) employees to take time off without pay, without loss of seniority and without attendance points to attend Union sponsored business or committee meetings or conventions or similar events sponsored by the national union. The total time off permitted for this reason shall not exceed a total of \_\_\_\_\_work days per year regardless of how many employees attend such events.

\_\_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 or by e-mail to the Company as soon as practicable after selection.

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\_\_\_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 unless the employee obtains prior permission from his or her supervisor. In no instance shall union business be conducted in a manner which interferes with or disrupts the work of any employee covered by this Agreement.

\_\_\_3 Non-employee representatives of the Union may visit the Facility upon reasonable advance notice and after 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 and provide proper identification. The representative shall not go to or enter any Facility location or go anywhere in a Facility location absent authorization or without an escort provided by management. The representative shall not interfere with the work of any employee or interfere with operations while visiting any Facility location. Nothing in this section shall prohibit the representative from meeting or conferring with management at reasonable times about matters governed by this Agreement.

\_\_\_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

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pay, wages, hours of employment, and other conditions of employment for an employee governed by this Agreement.

\_\_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.

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**Article \_\_ No Strike – No Lockout**

\_\_\_\_.1 The Company and the Union agree that strikes and lockouts are undesirable means of settling disputes between them. The Union agrees that during the term of this Agreement, neither the Union nor the employees subject to this Agreement will cause or participate in, directly or indirectly, any strike, picketing, individual or other unprotected activity which interferes with operations at the Facility for any cause whatsoever. The Company agrees that it will not lockout employees during the term of this Agreement.

\_\_\_\_.2 In the event of any unauthorized strike, picketing individual or other unprotected activity in violation of this Article, the Union will direct that the employee or employees as applicable cease and actively support the Company's efforts to terminate the conduct which violates this Article. Any employee who violates this Article shall be subject to discipline or discharge.

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**Article \_\_\_\_ Seniority**

\_\_\_\_.1 Company Seniority. Company seniority shall begin upon successful completion of the probationary period. An employee shall be credited with seniority retroactive to the initial date of hire at the Facility or by the Company as applicable, adjusted to remove any break in service.

\_\_\_\_.2 Unit Seniority. Unit seniority shall begin on the date an employee becomes employed in a job within the bargaining unit.

\_\_\_\_.3 Job Seniority. Job seniority is the length of time that an employee has been employed in a job or within a classification within the bargaining unit.

\_\_\_\_.4 Termination of Company Seniority. An employee's Company seniority shall terminate upon:

- a. discharge, retirement, resignation, or layoff unless the Company decides in its sole discretion to rehire the employee in which case the employee will be credited with prior seniority;
- b. failure to return to work upon expiration of a leave of absence;
- c. failure to give notice of intent to return to work within seven (7) calendar days of delivery or attempted delivery of notice of recall;

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- d. an absence which exceeds two (2) days as to which the employee failed to give three (3) hours advance notice for each day of absence or provide sufficient excuse acceptable to management for each day of absence; or
- e. a disability which prevents the employee from performing the essential duties of his or her current job or any available job with or without reasonable accommodation.

\_\_\_\_. 4 Seniority Lists. Seniority lists shall be prepared, brought up to date and posted on an annual basis. Notice of any changes to the seniority list due to new hire, discharge, retirement, layoff and recall shall be provided within 14 days after the applicable change. Any Company employee who claims that he or she is aggrieved based on how seniority is designated on the list or determined by the Company may request that the Company correct any error by submitting a written request for this action to the Facility Manager within thirty (30) days after the posting. Upon adequate proof of any error, the seniority list and/or the employee's seniority will be corrected in accordance with the facts.

\_\_\_\_.5 Posting Job Vacancies. If the Company decides to fill a job within the bargaining unit, a notice of vacancy shall be posted for a period of seven (7) calendar days. A description of the duties and requirements of the applicable job shall be included with the notice or made available upon request. Any bargaining unit employee may apply for the job during the posting

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period by submitting a written request for consideration to the Facility Manager or his or her designee.

\_\_\_\_.6 Selection for Posted Vacancies. The Company shall award posted positions based on qualifications and experience. When it deems qualification and experience to be equal, the Company will award the job to the senior qualified employee. If no employee submits a bid during the posting period or if the Company determines that no employee bidding for the posted position is qualified, the Company may fill the position with a candidate who is not within the bargaining unit.

\_\_\_\_.7 An employee selected for a posted position shall have forty five (45) days within which to demonstrate that he or she is qualified for and able to satisfactorily perform all duties of the job. If he or she is deemed by the Company in its sole discretion to be unqualified or unable to satisfactorily perform all duties of the job, he or she may return to the classification from which he or she came without loss of seniority. If in the opinion of the Company he or she is competent to perform the job, he or she may not return to the prior classification until a vacancy occurs in that classification.

\_\_\_\_.8 Layoff and Recall. In the event that a layoff becomes necessary from within a job classification, probationary employees within that job classification shall be laid off first. Non probationary employees within that job classification shall be the next to be laid off on the basis of job seniority-an employee with the lower seniority in the job classification shall be laid off before

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an employee with greater seniority in the job classification. If an employee subject to layoff has greater seniority than an employee in a lower classification, that employee may displace the employee with the lower seniority in the lower classification provided he or she is qualified to perform the work.

Employees are eligible to be considered for recall for up to six (6) months after a layoff contingent upon the employee providing the Company with his or her current address and phone number in advance of any recall. Recall shall be in the reverse order of layoff, provided the Company deems eligible employees to be qualified for the available positions.

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**Article \_\_\_ Employees With Disabilities**

\_\_\_\_.1 The Company offers equal employment opportunities to any qualified employee or applicant who has a physical or mental disability if the employee can perform the essential functions of his or her job with or without reasonable accommodation.

\_\_\_\_.2 The Company will provide reasonable accommodation to a qualified individual with a disability in accordance with the Americans With Disabilities Act (“ADA”) and applicable Massachusetts law for any employee who has made the Company aware of any need for accommodation due to a disability as defined by applicable law.

\_\_\_\_.3 Any employee who believes that reasonable accommodation is necessary so that he or she may perform the essential functions of his or her job should contact the Facility Manager or the Human Resources Department and request such an accommodation. The individual with the disability should specify what accommodation he or she believes is needed to perform the job.

\_\_\_\_.4 The Company will discuss any accommodation request with the employee and his or her union representative if requested by the employee to ascertain whether the requested or any other accommodation is needed. The Company will determine and implement an accommodation it deems reasonable after consultation with the employee and his or her union representative consistent with any employee request.

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**Article \_\_\_ Work Rules**

.1 As a condition of continued employment, all employees shall be required to conform to all reasonable work rules and regulations that may be issued by the Company from time to time pertaining to attendance, discipline, operations, health and safety. The Union agrees that the work rules attached as an addendum to this Agreement are reasonable. Before implementation of additional work rules, the Company shall provide ten (10) days notice to the Union and an opportunity to discuss the proposed new work rules.

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**Article \_\_\_ Discipline**

\_\_\_\_.1 The Company expects all employees to meet reasonable and fair standards of work performance set by the Company, including those pertaining to performance, cooperation, punctuality, attendance, professional conduct, health and safety, and to follow the attendance, code of conduct, work rules, and other employment policies and procedures of the Company.

\_\_\_\_.2. The Company shall have the right to discharge employees during their probationary periods with or without cause and without recourse by the Union or by such probationary employee to the Dispute Procedure of this Agreement.

\_\_\_\_.3. The Company shall have the right to discipline or discharge employees who have completed their probationary period for when there is just cause for such action, which shall include but not be limited to violation of its code of conduct, established work rules, attendance policy and health and safety standards.

\_\_\_\_.4. It is understood and agreed that employees have a responsibility to be regular and punctual in their work attendance. Habitual or repeated absenteeism or tardiness, failure to report for scheduled work or overtime, and leaving work early will be cause for disciplinary action.

\_\_\_\_.5 Sometimes recognition and coaching of an employee concerning job performance and/or disciplinary matters fails to produce the desired change or the problem is too serious for an informal approach. Except when an employee violates a code of conduct, work rule or health and

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safety standard for which immediate discharge is the consequence or when the Company determines in good faith based on the conduct or applicable circumstances that the employee's conduct warrants immediate discharge, the Company may apply a formal corrective action or discipline process as outlined below.

f. Level One (1) Reminder - This is a formal disciplinary discussion between the employee and supervisor, which will be documented. In this meeting, the supervisor discusses the difference between the desired performance and actual performance and the consequences to the department, the Company and the employee if changes are not made. Various ways to solve the problem are also discussed. The employee and the supervisor may agree on an action plan to correct/improve the performance issue. The supervisor then documents the meeting, issues a Level One (1) Reminder to the employee and follows up on the employee's progress.

.A Level One (1) Reminder remains active for twelve (12) months (a rolling 52 week basis) from the time of issue. The Union Chief Steward shall be given a copy of the Level One (1) Reminder.

g. Level Two (2) Reminder – This is a documented meeting between the employee and the immediate supervisor. A Level Two (2) Reminder is initiated if an employee has not corrected the performance problem discussed in the Level One (1)

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Reminder or when an infraction occurs that is serious enough to require this level of discipline without any previous coaching or reminders.

In the meeting, the supervisor reviews the problem with the employee and the need to change. If applicable, the supervisor will remind the employee of any previous agreement on his/her part to improve and discuss the reason for not doing so. Various ways to solve the problem are also discussed and the employee and supervisor should agree on an action plan to correct/improve the performance issue. The supervisor documents this conversation and writes a memo to the employee detailing the meeting. The supervisor will also fill out a performance discussion guide which will be signed by the immediate supervisor and copies sent to all appropriate personnel.

A Level Two (2) Reminder remains active for twelve (12) months (a rolling 52 week basis) from the time of issue. A Level Two (2) Reminder must be approved by the next level of management and Human Resources. The union shall be given a copy of the Level Two (2) Reminder.

h. Decision-Making Leave (DML) – This is a one (1)-day paid leave from work. A DML is implemented if previous levels of discipline have not solved the performance problem.

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In a meeting preceding the leave, the supervisor reviews the problem, any previous agreements on the employee's part to change, and the reasons for not doing so, if applicable. The supervisor will ask the employee to spend the next day at home, with pay, making a final decision: either to (1) correct the problem immediately and recommit to good performance or (2) to resign.

If the employee chooses to return to work, a discussion should occur at which time the employee will commit to correct the problem immediately and the employee and supervisor should agree on an action plan to correct/improve the performance issue. The supervisor documents this conversation and writes a memo to the employee detailing the meeting. The supervisor will also fill out a performance discussion guide which will be signed by the immediate supervisor and copies sent to all appropriate personnel, including the Local's Business Agent.

.A DML remains active for twelve (12) months (a rolling 52 week basis) from the time it is issued. Any violation of the code of conduct, established work rules or health and safety standards, or any other conduct indicative of just cause for discipline, while subject to a DML may result in termination of employment.

A DML must be approved by the next level of management and Human Resources. The Union's Business Agent shall be given a copy of the DML.

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\_\_\_\_.6 The failure on the Company's part through inadvertent error to mail or deliver to the Union a copy of a Level One (1) Reminder, Level Two (2) Reminder, or DML shall in no way negate the effectiveness of the discipline.

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**Article \_\_ Harassment In The Workplace**

\_\_\_\_. 1 The Company prohibits sexual harassment and harassment because of race, gender, sexual orientation and identity, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, familial status, veteran status, age, support for or opposition to a union, and any other characteristic or status protected by federal, Massachusetts, or local law. The Company and the Union agree that all such harassment is contrary to the objectives of this Agreement and that it will not be tolerated.

\_\_\_\_.2 Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, request for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as a basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the employee’s work performance or creating an intimidating, hostile, or offensive working environment. Offensive behavior that the Company and the Union will not tolerate includes but is not limited to:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;

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- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee's body or dress;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- Physical conduct such as touching, assault, impeding or blocking movements; and
- Retaliation for reporting harassment or threatening to report harassment

The Company prohibits males from harassing females or other males and females from sexually harassing males or other females.

### \_\_\_3 Other Types of Harassment

The Company also prohibits harassment on the basis of race, gender, sexual orientation and identity, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, familial status, veteran status, age, support for or opposition to a union, and any other protected characteristic or status. Offensive behavior that the Company and the Union will not tolerate includes but is not limited to:

- Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, symbols, or gestures;
- Physical conduct such as assault, unwanted touching, or blocking normal movement;
- Retaliation for reporting harassment or threatening to report harassment

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\_\_\_\_.4 What to Do if You Believe You Are a Subject to or Have Observed

Harassment

You are encouraged to address harassment directly when it occurs. If you believe you are a victim of harassment or you have witnessed harassment of any kind as defined in this policy, telling the person who engaged or is engaging in harassing behavior to stop may eliminate the problem. He/she may not be aware that his/her conduct is unwelcome or offensive harassment.

Whether or not you chose to confront the person engaging in harassing behavior, you should report the alleged conduct immediately to the Facility Manager or Human Resource Director. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etc.). Upon receipt of a complaint about unlawful or prohibited harassment, the Company will conduct a prompt, thorough, and objective investigation.

If the investigation discloses or the Company otherwise determines that prohibited harassment has occurred, the Company will take effective remedial action commensurate with the circumstances. Appropriate action also will be taken to deter any future harassment. If a complaint of prohibited harassment is substantiated, the employee guilty of harassment will be subject to appropriate disciplinary action up to and including termination of employment.

\_\_\_\_.5 The Company prohibits retaliation against any employee by another employee or management for reporting harassment, for participating in a Company investigation of harassment

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allegations, or for filing, testifying, assisting, or participating in any manner in any investigation, any legal, administrative, grievance, dispute or other proceeding, or any hearing conducted by a governmental enforcement agency or court concerning allegations of harassment. Any employee found to have engaged in retaliation will be disciplined up to, and including, termination of employment.

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**Article \_\_\_ Zero Tolerance For Drug, Alcohol and Chemical Abuse**

\_\_\_\_.1 The Company and the Union recognize that drug, alcohol and/or other chemical abuse or dependency is a serious health and safety problem. The Company has zero tolerance for job related drug, alcohol or chemical abuse. However, any employee who voluntarily discloses that he or she has a substance abuse problem will be offered the opportunity to participate in an Employee Assistance Program sponsored by the Company.

\_\_\_\_.2 The Company prohibits the following:

A. Use, possession, manufacture, sale, distribution, dispensing, or transfer of any narcotic drug, hallucinogenic drug, amphetamines, barbiturates, marijuana, cocaine, anabolic steroids, and other illegal or controlled substances ( hereinafter “illegal drug”),, drug paraphernalia, prescription drugs without a prescription, over the counter drug, non prescribed inhalants, intoxicants, or alcohol on Company property, while working, or while operating or helping to operate Company equipment, machinery or vehicles.

B. Being under the influence of any illegal drug, prescription drug without a prescription, over the counter drug, non prescribed inhalant, intoxicant, or alcohol on Company property, while working, while on Company business, or while operating or helping to operate Company equipment, machinery or vehicles.

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C. Working or reporting to work with alcohol, an illegal drug, prescription drug without a prescription, over the counter drug, non prescribed inhalant, intoxicant or the metabolites of illegal drugs in an employee's system.

Any employee who violates any of these rules may be subject to immediate discipline, up to and including discharge. Nothing in this Article precludes the appropriate use of legally prescribed medications, over the counter drugs, or inhalants in the manner, combination, dosage and/or quantity prescribed by an employee's physician or specified on the applicable label for an over the counter drug. However, an employee should notify his or her supervisor when the use of a prescribed medication, over the counter drugs or inhalant may impact or impair job performance or safety. This information shall be maintained in strict confidence and shared only with those who have a need to know.

\_\_\_\_.3 Drug, alcohol or chemical abuse testing may be requested or required under the following circumstances:

A. Random Testing: Employees who operate vehicles subject to Massachusetts or Federal Department of Transportation regulations are subject to random testing.

B. Reasonable Suspicion Testing: The Company may require or request that an employee undergo alcohol and/or drug testing if the Company has a reasonable suspicion that:

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1. An employees is under the influence of an illegal drug, prescription drug without a prescription, over the counter drug, non prescribed inhalant, intoxicant or alcohol.

2. An employee violated the Company's written work rules contained in Article \_\_\_\_.

3. An employee has sustained or caused another employee to sustain a work-related injury. Should an employee be hospitalized or sent to an emergency room, urgent care facility, physician office or clinic as a result of a work related injury, a Consent Form may be secured while the injured employee is in the applicable health care facility. Arrangements for specimen collection and transfer may be made with the health care provider.

4. An employee has caused a work-related accident or was operating or helping to operate equipment, machinery or vehicles that caused property damage or lost productivity.

C. An employee tested under "reasonable suspicion" shall be suspended pending the outcome of testing. If the test results are negative, the employee will be paid for missed scheduled work time.

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D. Treatment Program Testing. Any employee who has been referred by the Company for drug, alcohol or chemical abuse or dependency treatment or evaluation or who is participating in a drug, alcohol or chemical abuse or dependency treatment program may be requested or required to undergo drug, alcohol, or chemical abuse testing without prior notice during the evaluation or treatment period and for up to two (2) years following the employee's completion of any prescribed drug, alcohol or chemical abuse or dependency treatment program.

\_\_\_\_.4. Testing process and employee rights:

A. Testing will be conducted by laboratories approved by the Substance Abuse and Mental Health Services Administration National Laboratory Certification Program. A "chain of custody" procedure will be employed. Individual privacy rights will be protected during the collection process. Test results shall not be disclosed without prior employee written consent unless disclosure is to:

- The Company's designated Medical Review Officer, who shall be a appropriately trained and licensed physician, and the laboratory, health care or occupational health professional contact;
- An Employee Assistance Program administrator in which the employee is receiving counseling or treatment;
- Supervisory or management representatives at the Company having authority to address personnel issues related to the employee;

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- The Company's Human Resource Department;
- Attorneys for the Company who have need to know;
- The union;
- Pursuant to order of a court or administrative agency.

B. All employees have the right to refuse to undergo drug, alcohol or chemical abuse testing. However, such refusal will be grounds for discipline up to and including termination of employment.

C. Any employee who has received a positive test result on a confirmatory test has the right to submit information challenging the result to the Company's designated Medical Review Officer provided this occurs within three (3) working days after notification of the positive test result. Any employee who has received a positive test result on a confirmatory test also has the right to request a confirmatory retest of the original sample at the employee's own expense, provided that the request is received by the Company within five (5) working days after the employee was first informed of the positive test result. Confirmatory retests may only be conducted by an approved laboratory in the manner specified in Article \_\_.4,A, and which is mutually selected by the Company and the Union.

D. Employees will receive a copy of test results for all drug, alcohol or chemical abuse tests that they are required to take.

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\_\_\_\_.5 The Company reserves the right to search employees' lockers and property on Company premises to determine if there is any violation of this Article. Any refusal by an employee to cooperate with or permit such a search shall constitute grounds for disciplinary action up to and including termination of employment. Although disciplinary action may be taken, no search of employee property will be conducted without permission of the employee whose property is to be searched. The employee also may request that a union steward or another union employee be present during the search.

Article \_\_\_ Dispute Procedure

\_\_\_ .1 A grievance is any dispute or complaint of an employee or the Union arising from or based on a violation or alleged violation of one or more provisions of this Agreement. This includes any claim that the Company's treatment of an employee has violated the Non Discrimination provisions of this Agreement and/or applicable federal, state and local law prohibiting discrimination on the basis of race, color, religion, creed, gender, national origin, age, disability, veteran, military or reserve status, or any other characteristic or status protected by federal, state or local law.

\_\_\_ .2 This Dispute Procedure is the sole and exclusive remedy for any grievance which shall be settled and determined in the following manner:

**Step 1** - Any employee having a grievance along with the employee's steward will first attempt to settle it with the employee's immediate supervisor. This shall occur within ten ( 10 ) days of the incident giving rise to the grievance. . The supervisor shall provide the employee and the steward with an oral response to the grievance within ten ( 1 ) days after a Step 1 meeting. Any failure of the supervisor to timely respond to the grievance shall constitute a denial of the grievance. The disposition of a grievance at this step of the grievance procedure shall not constitute a precedent for the interpretation and administration of this Agreement.

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**Step 2** - If a grievance is not settled at Step 1 of the grievance procedure, it shall then be reduced to writing by the aggrieved employee or the Union and submitted to the Facility Manager within ten ( 10 ) days after the Step 1 response was given or due. The written grievance shall specify the alleged violation(s) of this Agreement. The aggrieved employee, a steward and/or a business representative of the Union and the Facility Manager and/or Human Resource or Labor Relations Manager for the Company shall then meet as soon as practicable and attempt to settle the grievance. The Company will give the Union any answer to said grievance in writing within ten ( 10 ) days after the Step 2 meeting. Any failure to do so shall constitute denial of the grievance.

**Step 3** - If a grievance is not satisfactorily settled at Step 2 and if the grievance is otherwise arbitrable in accordance with the terms of this Agreement, it may be submitted to arbitration in accordance with the provisions of this Agreement pertaining to arbitration, but not otherwise. Strict compliance with the procedural requirements and time limits of the grievance procedure is a condition precedent to an aggrieved employee's and the Union's right to take any grievance to arbitration. The aggrieved employee and the Union shall be conclusively bound by the Company's Step 2 answer and said grievance shall not thereafter be arbitrable absent such compliance.

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\_\_\_\_.3 A grievance shall not be arbitrable unless it involves an alleged violation by the Company of one or more provisions of this Agreement, which alleged violation was designated in writing by the aggrieved employee or the Union to the Company no later than the time such grievance is appealed to Step 2 of the grievance procedure. Likewise, a grievance shall not be arbitrable unless the Union gives the Company written notification of its intent to arbitrate said grievance by registered United States mail sent within ten (10) days after the Company's Step 2 written answer was given or due.

\_\_\_\_.4 Any grievance which is arbitrable under the terms of this Agreement shall be arbitrated in accordance with the rules of the American Arbitration Association which are then in effect. The Arbitrator for each such case shall be selected in accordance with said rules; provided, however, that each list of arbitrators submitted by the American Arbitration Association shall contain the names of at least seven arbitrators who are members of the National Academy of Arbitrators without regard to the geographic location of their residence in relation to West Wareham, Massachusetts.

\_\_\_\_.5 No more than one grievance shall be submitted to any one Arbitrator. The Arbitrator shall have the authority to hear and determine only one grievance unless the Company and the Union mutually agree otherwise in writing.

\_\_\_\_.6 The Arbitrator so selected shall have power to receive relevant testimony and other evidence from the parties to the dispute and to hear testimony from such witnesses as he or she

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deems appropriate. The parties may, if they so desire, be represented by counsel in all proceedings held before the Arbitrator.

\_\_\_\_.7 The Company shall bear the cost of preparing and presenting its case to the Arbitrator. The Union shall bear the cost of preparing and presenting its case to the Arbitrator. All other expenses of arbitration, such as but not limited to the Arbitrator's fee and the cost of any location where the arbitration proceedings are held, shall be shared equally among the Company and the Union.

\_\_\_\_.8 The function of the Arbitrator shall be limited to deciding disputed issues of fact and whether any express provision of this Agreement was violated. The Arbitrator shall not have the authority to add to, delete, supplement, ignore or modify any of the terms or provisions of this Agreement. The Arbitrator shall apply appropriate federal, state or local law when rendering a decision concerning a grievance raising a claim or claims of discrimination prohibited under Art.

\_\_\_\_.2 or applicable federal, state or local law and may award any remedy available under applicable federal state or local law. The Arbitrator shall not decide issues which are not directly involved in the case submitted. No decision of the Arbitrator shall require the payment of a wage rate or wages determined on a basis different than what is provided in this Agreement. Were an Arbitrator to decide that an aggrieved employee should be awarded any back pay due to a discharge, suspension, layoff, or other lost work time, the Company shall be entitled to set off from such award for the employee's gross interim earnings and any unemployment compensation

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or other benefits received or receivable by the employee from any source during the period he was not working for the Company.

\_\_\_\_.9 Subject to the foregoing limitations, the Arbitrator's award shall be final and binding upon the Company, the Union and the aggrieved employee or employees.

\_\_\_\_.10 The steward for an employee with a grievance may request permission from the steward's and the employee's supervisors to meet with the grieving employee at a reasonable time, in a non work area, and for a reasonable period of time concerning the grievance. Permission shall not be unreasonably denied and should be granted provided this will not affect operations and/or there is no interference with the work of the employee, other employees or facility operations.

\_\_\_\_.11 Any grievance arising from an alleged violation of this Agreement by the Company shall be deemed, considered and held to have been waived unless the same is presented for settlement and determination in accordance with the time limits and procedures applicable to the various steps of this Dispute Procedure. Time limits may be extended only by mutual written agreement of the Company and the Union. No arbitrator shall have authority to determine questions of compliance with procedural requirements and/or time limits unless the Company and the Union mutually agree in writing to submit such questions to an arbitrator.

\_\_\_\_.12 No grievance may be filed or is arbitrable which is based in whole or in part on a circumstance(s) preceding the date of this Agreement or occurring after expiration of this Agreement. No arbitrator may make an award of reinstatement or back pay or any other award

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with respect to any alleged grievance arising during any period preceding the date of this Agreement or after the expiration of this Agreement.

    .13 Except as otherwise specified in Article     .1, Step 1 and Step 2, only the Union shall have the right to prosecute grievances under this Agreement. Only the Union shall have the right to submit to arbitration a grievance which is otherwise arbitrable. If the Union fails, refuses or declines to process a grievance or exhaust the Dispute Procedure on behalf of an employee, or if the Company and the Union settle any grievance submitted on behalf of an aggrieved employee, this shall be final and binding on both the Union and the aggrieved employee and they shall thereafter be estopped to revive or further prosecute said grievance.

    .14 The provisions of this Agreement covering grievance procedure and arbitration are completely unrelated to and independent of the provisions of Article      of this Agreement entitled "No-Strike and No-Lockout."

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Part \_\_\_\_ Work Day, Work Week

**Article \_\_\_\_ Paydays and Recording Time**

\_\_\_\_.1 Employees shall be paid on a weekly basis each Friday in accordance with federal and state laws. The Company encourages all employees to take advantage of direct deposit options available to them. For those employees who do not choose direct deposit, pay checks will be mailed to their address on file with the Human Resources Department.

\_\_\_\_.2 Each employee is required to accurately record the employee's work hours on a daily basis and to prepare timekeeping records for approval and processing by the employee's supervisor at the end of each pay period. An employee who falsifies a timekeeping record shall be subject to discipline up to and including termination of employment.

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**Article \_\_\_ Rest-Time Pay**

\_\_\_\_.1 In the event of an emergency or unusual circumstance, an employee may be required to work in excess of sixteen (16) consecutive hours.

\_\_\_\_.2 An employee who is required to work sixteen (16) or more consecutive hours shall be granted a “rest time” for at least eight (8) hours prior to the employee’s next scheduled work shift. In the event that the eight (8) hour “rest time,” or any other benefit required by applicable state or local law, extends past the start of the employee’s next normally scheduled shift, the employee shall be paid his/her straight time rate for those overlapping hours. Payment shall not be made for scheduled overtime not worked due to “rest time.”

\_\_\_\_.3 Rest time counts toward the calculation of overtime. .

**Article \_\_\_ Call-In Pay**

\_\_\_\_.1 An employee may be “called-in” without advance notice to work during unscheduled time off. An employee who is “called in” to work shall receive two (2) times the employee’s base hourly rate for all hours worked outside the employee’s normal schedule or a minimum of two (2) hours paid at double-time. Without advance notice is defined as eight (8) hours or less before the start of the scheduled shift; eight (8) hours or less since the employee departed the plant; or the employee is “called-in” on a non-scheduled work day (his/her day off).

\_\_\_\_.2 “Call-in” pay only applies when the employee is not at the facility (or other Company location or work assignment) when notified to report to work. Coming in on a scheduled day off to attend training or a safety meeting does not constitute “call-in.” “Call in” pay begins when the employee arrives at the facility, except as otherwise required by applicable federal or state law.

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**Article \_\_\_ Beeper Pay**

\_\_\_\_.1 **An employee** who is assigned to carry a beeper during the employee's "off" hours will be paid the following beeper pay rates: \$10 per day Monday through Friday, \$25 per weekend (\$12.50 for one [1] day of weekend), and \$25 for holidays.

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Part 4 Excused Absences

**Article \_\_\_ Vacations**

\_\_\_\_.1 Vacation Eligibility - Upon hire, regular full-time employees begin to accrue vacation. New hires are subject to a six ( 6 ) month initial employment period and must complete six ( 6 ) months of service before they are eligible to use vacation.

\_\_\_\_.2 Employees shall accrue vacation as follows:

<b>Years of service</b>	<b>Work Schedule- Hours per week</b>	<b>Maximum Annual Vacation Accrual</b>	<b>Monthly Accrual Rate (Hours Per Month)</b>
<1 year	40 or more	67 hours	6.7 hours
1-4 years	40 or more	80 hours	6.7 hours
5-9 years	40 or more	120 hours	10.0 hours
10-and greater years	40 or more	160 hours	13.35 hours

\_\_\_\_.3 Vacation is deemed accrued for any given month only if the employee has worked/remained employed for the entire month. Vacation time does not count for purposes of overtime calculation.

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\_\_\_\_.4 The vacation year is based on a calendar year between January 1 and December 31. Employees are credited with vacation hours for any year of service on January 1 of each year. Under normal operating conditions, employees will be expected to use their accrued vacation in the year accrual is granted.

\_\_\_\_.5 All vacation must be scheduled with and approved by management. Vacation requests must be submitted in writing for consideration by management. Management retains the discretion to determine the number of vacation requests to be granted during any given time period based on operational needs and efficiency.

\_\_\_\_.6 All vacation requests for the months of June, July and August must be submitted to the Company in writing by April 1 of each year. Seniority will determine vacation eligibility for employees who submit vacation requests for these months by April 1. In all other instances, vacation eligibility shall be determined based on the order in which written requests are received.

\_\_\_\_\_.

\_\_\_\_.7 Employees shall use vacation in one week increments. No employee shall be entitled to take more than two (2) consecutive weeks of vacation at a time. An employee wishing to take more than two (2) weeks' vacation time must obtain approval of the Facility Manager. Every effort, consistent with providing good service to the Facility, will be made to

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accommodate request for longer vacations. Requests for longer vacations will not be unreasonably denied.

\_\_\_\_.8 Vacation pay will be computed on the basis of the employee's regular straight-time hourly rate and workweek. Vacation hours shall be charged based on the employees regularly scheduled work day or week and scheduled overtime as applicable. Vacation time includes includes adjacent days off, during such time employees are not subject to call-in.

\_\_\_\_.9 If a Company paid holiday occurs during an employee's vacation, the employee will be entitled to both holiday and vacation pay for that day. Floating holidays can be used to supplement vacation hours to make up a full vacation week.

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**Article \_\_\_ Holidays**

\_\_\_\_.1 An employee will receive pay for ten (10) holidays per year. Pay for each holiday will be at straight time rates and based on an eight (8) hour work day.

\_\_\_\_.2 The following six (6) holidays are observed by the Company:

New Year's Day	Memo rial Day
Independe nce Day	Labor Day
Thanksgiv ing Day	Christ mas

\_\_\_\_.2. The remaining four (4) holidays will be determined by the Company on an annual basis and posted the preceding December. Should the Company fail to do so, each employee shall determine the employee's remaining four (4) holidays which shall be designated as floating holidays. Floating holidays must be used during the calendar year. The Company will not compensate employees for unused floating holidays.

\_\_\_\_.4 To be eligible to receive holiday pay, an employee must have worked the employee's last scheduled working day preceding and the first scheduled working day succeeding the holiday, unless excused by the Company. When required to work on a holiday, pay shall be as required by Article \_\_\_\_.

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**Article \_\_\_ Combined Personal /Sick Time**

\_\_\_1 An employee shall be eligible for up to forty(40) hours of combined personal/sick time every calendar year. During their first year of employment, new hires are eligible for up to forty(40) hours of combined personal/sick time if hired before July 1 and are eligible for up to twenty (20) hours if hired July 1 or after.

\_\_\_2 Combined personal/sick time accrues at the rate of 3.33 hours per month and shall be paid in advance each January. An Employee who terminates employment shall be required to reimburse the Company for unaccrued paid combined personal/sick time which shall be withheld from the employee's final paycheck.

\_\_\_3 Combined Personal/sick time hours do not count for purposes of overtime calculation.

\_\_\_4 Use of personal time must be approved in advance by the employee's supervisor, except in the case of an emergency. An employee shall give ten (10) working days notice of any request for personal time, except in the case of an emergency.

**Article \_\_\_ Bereavement**

\_\_\_1 An employee shall be eligible for excused absence for bereavement with pay not to exceed three (3) days per year. Up to three (3) days of excused absence will be granted due to the death in the employee's immediate family or household. One (1) day of excused absence will be granted due to the death of a grandparent or grandchild. Only regular straight time pay lost as a result of bereavement shall be reimbursed up to a maximum of three (3) days per year.

.2 If additional time off is required, an employee may schedule this with his or her supervisor. The employee may use available personal or vacation days. Otherwise, unpaid leave will be considered.

\_\_\_3 Immediate family is deemed to be spouse, child, step child, father, mother, brother, sister, current father-in-law and current mother-in-law, and sons/daughters-in-law.

\_\_\_4 Verification of death if requested shall be made to the satisfaction of the Company.

\_\_\_5 For other funeral arrangements not specified above, an employee may schedule time off with the employee's supervisor. The employee may use available personal or vacation days. Otherwise, unpaid leave will be considered.

**Article \_\_\_ Jury Duty**

\_\_\_\_.1 When an employee covered by this Agreement will be absent from work because of jury service in any Municipal, County, State or Federal Court, he shall advise the Company after receiving notice of such obligation. The employee shall be paid at his or her regular rate for scheduled work hours missed due to jury duty for each day of verified absence, reduced by the amount received for jury service for that time period. The employee shall report to work on days when not actually scheduled for jury duty.

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\_\_\_\_.2 An employee subpoenaed as a witness in a Massachusetts Court during scheduled work hours shall be paid at his or her regular rate for scheduled work hours missed for each day on which s/he is required to comply with said subpoena reduced by any witness fees received. An employee shall not be eligible if s/he is a party to the court action. The employee must submit a copy of the subpoena to his/her supervisor as soon as it is received.

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**Article \_\_ Military Leave**

\_\_\_\_.1 An employee hired prior to August 1 in any year who is absent for an ordered tour of military service training or duty with any organized Reserve or National Guard unit will be paid the difference (if any) between his/her regular pay and his/her certified military pay for the first two (2) weeks of such absence in any calendar year. An employee will be permitted, when ordered to report for military duty one extra day for travel if authorized by the military.

**Article \_\_\_ Family and Medical Leave (FMLA)**

\_\_\_\_.1 Covanta will comply with all applicable provisions of the Family Medical Leave Act in force at the time of any request for sick or family and medical leave without denying employees any benefits provided by this collective bargaining agreement.

\_\_\_\_.2 The maximum annual twelve (12) weeks of FMLA entitlement will be calculated on a rolling 12 month basis measured from conclusion of any earlier leave. An employee shall comply with all notice, certification and return to work requirements specified in the FMLA.

\_\_\_\_.3 The twelve (12) week FMLA leave entitlement consists of 60 work days. An employee shall use available sick and vacation time during FMLA leave. FMLA leave shall run concurrently with and shall not add to the maximum disability leave for which an employee may be eligible.

\_\_\_\_.4 When an employee is off work and the absence qualifies under the FMLA provisions, such absence will be counted toward the employee's maximum, annual twelve (12) week FMLA entitlement.

**Article \_\_\_\_ Fitness for Duty**

\_\_\_\_.1 If an employee exhibits behavior or symptoms which indicate that he or she is unable to perform the essential functions of his or her job or that he or she poses significant risk to the health and safety of the employee or others, the Company may remove the employee from service and require that the employee submit to a fitness for duty exam by a qualified health care provider/physician. If the Company requires such an exam, the Company will pay charges incurred for this purpose.

\_\_\_\_.2 An employee seeking to return to work from a leave of absence of any kind may be required by the Company to furnish certification by a health care provider or other medical evidence (as prescribed by the Company) that the employee is fit to return to work, which means capable of returning to work and safely performing the essential functions of his or her job with or without reasonable accommodation. If any employee is unable to perform the essential functions of his or her job or any available job for which he or she is qualified or if the employee poses significant risk to the health and safety of the employee or others, the Company may refuse re-employment or may place reasonable conditions on re-employment. The Company may require that an employee returning from a leave be examined by a qualified health care provider/physician designated by the Company. If the Company requires examination of an employee by a qualified health care provider/physician designated by the Company, the Company will pay the charges incurred for this purpose.

\_\_\_3. If an employee disagrees with an initial fitness for duty determination made or obtained by the Company, the employee at the employee's expense may obtain a fitness for duty determination from a qualified health care provider/physician selected by the employee. Should the fitness for duty determination obtained by the employee conflict with the determination made or obtained by the Company, the Company and Union shall mutually select a qualified health care provider/physician to render an independent fitness for duty determination. If the Company and the Union cannot agree on the selection, the matter shall be referred to the Massachusetts Medical Society which shall then make the selection. The determination of the independent health care provider/physician shall be binding on the Company, the Union and the employee. The Company and Union shall each pay one half of the fees and expenses charged by the independent health care provider/physician.

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**Article \_\_ Safety Committee**

\_\_1 The Company and the Union agree to form a Safety Committee for the Facility. The committee shall be comprised of managers or supervisors selected by the Company and 8 members of the Unit. The committee shall meet at least on a monthly basis and otherwise as necessary. The committee may make recommendations to the Company related occupational safety and health rules practices and procedures for the Facility, accident avoidance, elimination of any unsafe practices or conditions, promotion of employee health, safety and wellness, means to educate employees about and to motivate them to adopt safe work practices and to abide by safety and health rules, practices and procedures.

a. The employees shall select their representatives for the Safety Committee.

b. Company scheduled and approved Safety Committee meetings and activities shall be compensated time

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**Article Emergency response Team**

\_\_1. An employee who volunteers to be a member of the Emergency Response Team (ERT) in the position of Fire Fighter, First Responder Haz Mat, Confined Space Rescue, and/or Emergency Medical Technician (EMT) shall receive a premium of \$.25 per hour for all hours worked.

\_\_2. The Company shall determine the number of employees needed to serve as ERT members and whether an employee is qualified to serve as an ERT member.

\_\_3. The Company shall supply all necessary material and initial and/or required refresher training for all ERT positions. All hours spent in training for ERT positions shall be treated as work hours.

**Article \_\_ Drinking Water and Breaks**

\_\_1. The Company will supply a coffee mess and bottled water at no cost to employee during the term of this Agreement. The Company will allow paid rest breaks not to exceed ten minutes for each 4 hours of scheduled work if not disruptive to operations. Employees may use rest or meal breaks as applicable to access any on site coffee vendor service when available typically at around 9:00 a.m. and at 12:00 p.m.

**Article \_\_\_ Health and Safety**

\_\_\_1 The Company and the Union agree that it is their mutual responsibility to promote employee safety and health and accident avoidance at the Facility.

\_\_\_2 As a condition of continued employment, all employees shall comply with all safety, health and accident avoidance rules, practices and procedures implemented by the Company, including those pertaining to use of prescribed safety equipment or clothing.

\_\_\_3 Employees are obligated to timely report any unsafe work practices or conditions and violations of safety, health and accident avoidance rules, practices and procedures to management.

\_\_\_4 Each employee shall maintain his or her work area in a clean and orderly condition.

**Part 7 Safety**

**Article \_\_ Clothing and Equipment**

\_\_\_.1 Protective Clothing. The Company shall provide personal protection equipment and clothing for use by employees when necessary for their health and safety.

\_\_\_2 Uniforms, including helmets, long sleeved shirts, trousers, jackets, coveralls, and gloves will be provided. Winter gear shall be provided and maintained for employees requiring such protection. Such gear will include, depending on the uniform service, a choice of parka and pants, coveralls, or bibs and jackets. Other employees shall be provided with a winter jacket. The Company will launder these at no cost to the employee. Dirty uniforms must be left at the facility and shall not be worn, taken home, or laundered at home.

\_\_\_3 The Company also will supply necessary personal protection equipment and clothing for employees. This will include fire retardant clothing for those employees requiring such protection as determined by any applicable OSHA standard.

\_\_\_4 The Company will select and furnish the necessary equipment and proper tools for carrying out any assigned work.

\_\_\_5 The Company shall annually provide each January a subsidy not to exceed \$140 for employee's purchase of ANS 1-approved/leather upper, steel toed, protective work boots with puncture resistance or high density medium-lug soles. Employees with special requirements shall

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not been unreasonably denied an additional subsidy to purchase required foot protection. New employees shall receive the shoe allowance. The Company shall also provide safety glasses to employees Including prescription safety glasses as necessary.

**Article \_\_\_ Effect of Agreement**

\_\_\_1 This Agreement, together with work rules, sets out the entire understanding between the Company and the Union. All past practices, side letters, stipulations, and any other purported forms of agreement that pre-date this collective bargaining agreement ("Side Agreements") and which are not expressly incorporated or set forth in this Agreement shall be without force or effect hereafter and may not be cited or relied upon by either party or an arbitrator as precedent or authority in any dispute between the parties.

\_\_\_2 Neither party intends to be bound or obligated except to the extent that it has expressly so agreed in this Agreement. This Agreement shall be strictly construed; provided, however, that this Agreement may be amended by mutual agreement in writing.

\_\_\_3 This Agreement applies only to the collective bargaining unit mentioned and described in Article \_\_\_ of this Agreement and the operations conducted at and from the facilities described in this Agreement. No employee covered by this Agreement shall ever have or be entitled to any rights, benefits or privileges in any facility, office, shop or other operation of the Company (now existing or hereafter established) by virtue of this Agreement, other than in the bargaining unit covered by this Agreement.

\_\_\_4 None of the benefits, rights or privileges accorded by this Agreement to the Union or to any employee covered by this Agreement shall survive the expiration or termination of this Agreement or the permanent discontinuance of the business operations covered by this Agreement, except to the extent that such benefits, rights or privileges are extended by written agreement of the Company and the Union.

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**Article \_\_\_ Duration of Agreement**

\_\_\_\_.1 This Agreement shall be effective as of August 1, 2008, and remain in full force and effect until August 1, 2009. It will continue in effect from year to year thereafter unless written notice of a desire to terminate this Agreement is given by either party to the other at least sixty (60) days prior to August 1, 2009, or August 1 of any extension year as applicable.

\_\_\_\_.2 If a new contract has not been ratified on or before the date upon which this Agreement is terminated if notice of termination is given, the parties may extend this Agreement for such further time, as they shall mutually agree.

\_\_\_\_.3 This Agreement shall be binding upon the Company, regardless of whether it changes its name, its corporate identity or organization, its legal status, or its management and on its successors and assigns whether by sale, transfer, lease, merger, acquisition, consolidation, or otherwise.

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