

Article 6 Management Rights

6.1 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 sole 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 types of employees required; to assign work to such employees in accordance with the requirements determined by management; to transfer, promote, or demote employees, or 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.

6.2 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.

6.3 As to any management right, the Company may act unilaterally and at its sole discretion. 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.