

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 require that the employee submit to a fitness for duty exam. 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 health care provider designated by the Company. If the Company requires examination of an employee by a health care provider designated by the Company, the Company will pay the charges incurred for this purpose.

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 12 month calendar year basis measured from January 1 of each year. 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 ~~__44~~ Military Leave

~~44__~~.1 An employee hired prior to ~~April-August~~ 1 in any year who is absent for an ordered ~~short~~ 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 hourly rate for forty (40) hours and his/her certified military pay for the first two (2) weeks each week of such absence, ~~provided that said difference will not be paid for more than twenty (20) weeks, covering ten (100) Company work days,~~ in any calendar year. An employee will be permitted, when ordered to report for military duty, ~~other than at his/her own request,~~ one extra day for travel if authorized by the military, ~~but pay for total travel and military leave shall not be in excess of one hundred and one (101) days.~~

~~44.2 Military leave does not count against the attendance bonus.~~

Article 92 Duration of Agreement

92.1 This Agreement shall be effective as of August 1, 2008, and remain in full force and effect until August 1, 2009. ~~It and~~ will continue in effect from year to year thereafter unless written notice of a desire to terminate this Agreement ~~be 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.

92.2 If, ~~when such a notice of termination is given,~~ a new contract has not been ratified agreed to 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.

92.3 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 ~~all subsidiaries, affiliates, its~~ successors and assigns ~~of the Company~~ whether by sale, transfer, lease, merger, acquisition, consolidation, or otherwise.

~~92.4 In the event the Company sells, transfers, or leases any business operations or facilities, or any portion of such operations or facilities, the Company shall give notice of this Agreement to any potential purchaser, transferee, or lessee, in writing, with a copy to the Union, no later than the time an agreement in principal is reached and, in any event prior to entry into any binding obligations with respect to a sale, transfer, or lease. The Company shall notify the Union of the exact nature of the transaction, consistent with applicable SEC requirements and related laws and regulations governing disclosure of sales talks.~~

~~92.5 The Company agrees that in any transaction referred in the foregoing paragraph, the transaction will be conditioned on the purchasing entity agreeing to recognition of the Union and continuation of this Agreement.~~

Article 91 Effect of Agreement

91.1 This Agreement, together with work rules to which the parties agree, sets out the entire understanding between the Company and the Union. The terms and conditions set forth in this collective bargaining agreement constitute the entire agreement between the parties. 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 herein 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.

Part 7 Safety

Article ~~70~~ 70 Clothing and Equipment

~~70~~ 70.1 Protective Clothing. The Company shall ~~continue to have available all~~ provide personal protection safety equipment and clothing for use by employees when necessary for their health and safety, ~~and protection~~.

.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. Only Company issued labels or patches may be worn on the uniforms and helmets.

~~(b)~~ .3 The Company will also will supply necessary personal protection protective equipment and clothing for employees, clothing for exposures occurring outside the ordinary activities of a man/woman's employment. (C) The company will provide and laundered, uniforms, which shall include zippered coveralls, rain and snow gear. This will include fire retardant clothing for those employees requiring such protection as determined by any applicable OSHA standard.

~~70.2 The Company will provide a yearly fire retardant clothing for those employees requiring such protection as determined by the applicable OSHA standard.~~

~~70.3 The Company will provide safety shoes for all employees. The Company will provide proscription safety glasses.~~

~~70.4~~ .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 \$125.00 subsidy for employee's purchase of ANS 1-approved/leather upper, steel toed, protective work boots with puncture resistance or high density medium-lug soles. New employees hired prior to June 1st shall receive the shoe allowance. New employees hired after June 1st will have to furnish their own shoes until they are eligible for the reimbursement the following January. The Company shall also provide safety glasses to employees.

Article ~~___43~~ Jury Duty

~~___43.1 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.~~

~~___2 If a full-time permanent employee is absent as a result of being called for jury duty will be paid his/her regular hourly rate for forty (40) hours for each week or for eight (8) hours for each day of such verified absence. The employee's days off during the week of such absence for jury duty shall be deemed to be Sunday and Saturday. An employee shall be eligible for payment under this paragraph only once every three (3) years.~~

~~___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 missedfor no more than eight (8) hours of such time for each day on which s/he is required to comply with said subpoena reduced by any witness fees received. ~~provided that s/he shall be eligible for this payment only once every three (3) years.~~An employee shall not be eligible if s/he is a party to the court action. The employee and must submit a copy of the subpoena to his/her supervisor as soon as it is received.~~

~~43.2 Days off as provided above do not count against the attendance bonus.~~

Article ~~___~~42 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 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.

~~42.1 An employee will be excused with pay for up to three (3) days absence as required by death in immediate family or household. For the purpose of this article, immediate family includes spouse, child, parents, guardians, brother, sister, sons/daughters in law, stepchildren and father/mother in law. An employee will be excused with pay for one days absence for grandparents and grandchildren.~~

~~42.2 Regular straight time pay up to one (1) full shift per day for time lost will be paid.~~

~~42.3 Bereavement days do not count against the attendance bonus.~~

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 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. Failure of the Union to request a meeting for this purpose shall constitute a determination that the rules are reasonable.

Article ~~___~~ **81** Discipline

~~___~~ 81.1 ~~The Company In order to be successful, Covanta~~ 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, and to follow the 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 violation of established work rules provided such action is not arbitrary or capricious.~~

~~___~~ 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 disciplinary matters fails to produce the desired change, or the problem is too serious for an informal approach. Except when the Company determines in good faith that the employee's conduct warrants immediate discharge, In these circumstances, the Company may apply the a formal discipline process when just cause exists which is as outlined below. There are three (3) levels of formal discipline, as follows:~~

a. ~~81.2~~ 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. ~~and t~~ The employee and ~~the~~ supervisor ~~should 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.

~~81.2.1-A~~ Level One (1) Reminder remains active for twelve ~~(12)~~ six (6) months (a rolling ~~2652~~ week basis) from the time of issue. The employee may not file a grievance over this through the Dispute Procedure in Article ___. The Union Chief Steward shall be given a copy of the Level One (1) Reminder. ~~must be notified.~~

b. ~~81.3~~ 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)

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

~~81.3.1~~ 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.

~~81.3.2-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, ~~and t~~ The union shall be given a copy of the Level Two (2) Reminder ~~Local must also be notified in writing.~~

c. ~~81.4~~ 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.

~~81.4.1~~ 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.

~~81.4.2~~ If the employee chooses to return to work, a discussion should occur ~~must take place~~ 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.

~~81.4.3~~ A DML remains active for twelve (12) months (a rolling 52 week basis) from the time it is issued. Any problem requiring formal discipline during the active period of a DML may result in termination of employment in the discretion of the Company. ~~further discipline.~~

~~81.4.4~~ A DML must be approved by the next level of management and Human Resources. The Union's and Local's Business Agent shall be given a copy of the DML. ~~must also be notified as soon as possible.~~

.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.

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. Any grievance shall be settled and determined through the following procedure:

Step 1 - Any employee having a grievance will first attempt to settle it with his immediate supervisor. This shall occur within 5 days of the incident giving rise to the grievance. The employee shall have the right to request that a steward be present at this step of the grievance procedure. The supervisor shall provide the employee with an oral response to the grievance within 5 days after a Step 1 meeting with the employee. 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.

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 5 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 15 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.

.2 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.

.3 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.

.4 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.

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

.6 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.

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

.8 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.

.9 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.

____.10 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 with respect to any alleged grievance arising during any period preceding the date of this Agreement or after the expiration of this Agreement.

____.11 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.

____.12 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."

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.

.2 The Company prohibits the following:

A. Use, possession, sale or transfer of any illegal drug, drug paraphernalia, prescription drugs without a prescription, 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.

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 and/or quantity prescribed by an employee's physician. 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:

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 .2.

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.

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 strict "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 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;
- 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.

.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.