

Proposed Articles

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

Part 1 General Provisions

Article 1 Parties and Intent Agreement

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

1.2 The purpose of this Agreement is to promote efficiency of operations at the Covanta SEMASS ~~W~~waste to ~~E~~energy ~~F~~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)~~Rochester, MA, hereinafter called the "Facility",~~ ~~and to~~ provide for peaceful settlement of labor disputes without strikes or lockouts, ~~and to promote thereby promoting~~ the public interest ~~in by~~ assuring the timely, efficient, safe, and economical operation of the Facility.

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Article 2 Recognition of the Union and Union Responsibilities~~Representation~~

2.1 The Company recognizes the Union ~~and the Local~~ 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 of all employees for 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, 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, and its transfer station located at 257 Ivory Street, Braintree, MA and its landfill located at 118 Federal Road, Carver, MA.

~~2.2 Persons employed by the Company who it is agreed are represented by the Union under the foregoing certification as amended are those now or hereafter holding the job titles listed in Schedule A annexed. If, when new job titles are created or the duties of the incumbents of present job titles are changed, there shall be a disagreement whether an incumbent is or is not eligible for representation by the Union under any of the foregoing job titles, the question shall be decided under the Disputes procedure in Article 80. The term "employee" or "employees" as used in this Agreement means a person or persons employed by the Company in said Unit.~~

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

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Article 3 Conformity With Applicable Federal, State and Local~~Conformation to~~ Laws, and Regulations and Orders

3.1 ~~It is understood and agreed that all agreements herein~~ 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 ~~to the lawful regulations, rulings, or and orders issued by any court, administrative agency, or of regulatory commissions~~ having jurisdiction. If either the Company or Union gives _____ days written notice of its desire to meet and confer over proposed changes to any provision of this Agreement which conflicts with any such law, of said laws, regulations, rulings, or orders shall conflict with any provisions of this Agreement, the parties shall meet and confer within a reasonable time thereafter in an effort to negotiate a lawful change to substitution or modification the provision. ; but, if ~~If~~ as a result of any such conference no change substitution or modification is agreed upon, the disagreement shall not ~~affect the remaining provisions of this Agreement and shall not~~ constitute a question subject to the Disputes ~~p~~Procedure and the remaining provisions of the Agreement shall not otherwise be affected.

3.2 Nothing in this Agreement shall be deemed to require the Company or, the Union, ~~or the Local~~ to commit an unfair labor practice or other act that violates is forbidden by, or is an offense under, existing or future federal, state or local laws, regulations, rulings or orders affecting the relations hip between ~~of~~ the Company and with its employees or the Union and its members.

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Article 4 Non Discrimination Mutual Obligations

~~4.1 The Company recognizes an obligation to promote good employee relations by maintaining rates of pay, wages, hours of employment, and other conditions of employment that are equitable, reasonable, and fair; and the Union and the Local recognize the obligation of the Company to furnish adequate uninterrupted service to the public and to maintain such earnings as will enable the Company adequately to perform its duties.~~ The Company will not discriminate against ~~an a current or prospective~~ employee because of his/her membership in or his/her lawful activity on behalf of the Union and the Union will not discriminate against a current or prospective employee because he/she chose not to join the Union or if he/she engages in lawful activity in opposition to the Union.

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

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

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Article 5 Union Membership

~~5.1 No current or prospective employee in the unit shall be required to become a member of the Union or to pay dues to the Union as a condition of employment. The Company agrees that it will not interfere with the opportunity for any employee require as a condition of employment that all probationary and regular employees now employed or hereafter employed in the unit under job titles subject to this Agreement to or hereafter transferred to such job titles shall become a members of the Union. However, any current or prospective employee in the unit may voluntarily choose to join or not join the Union and to pay or not pay dues to the Union, and shall continue as members thereafter so long as this Agreement is in effect, except as follows:~~

- ~~a. Employees who, because of entering into the military service of the United States prior to the date hereof, have left the employ of the Company and have been or shall be re-employed in accordance with the provisions of law to the extent that this exception is required by law;~~
- ~~b. Present employees during the period of one (1) month after the date of this Agreement;~~
- ~~c. Probationary employees employed hereafter, during the first month or (30) days of their employment as such, whichever shall be longer;~~
- ~~d. Employees with respect to whom the Company has reasonable grounds for believing (1) that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, or (2) that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.~~

~~5.2 If an employee shall become subject to discharge by the Company because of the foregoing provisions as to membership in the Union, the questions whether such discharge is justifiable or required under all the circumstances and is lawful shall be decided (if the Company or the Union requests, but without prejudice to such other rights as the employee may have) in accordance with the Dispute Procedure in Article 80.~~

~~5.3 Any employee subject to the foregoing requirements as to Union membership who is transferred or promoted to a job title which is not subject to those requirements shall have the privilege of withdrawing from the Union membership; and the Union and the Local agree that such withdrawal shall not prevent any such employee from retaining employment in the event that thereafter the employee is transferred back to his/her former rating. The seniority status of such an employee transferred back shall be determined by mutual agreement between the parties hereto.~~

~~5.4 The Employer agrees to remain neutral in Union organizing campaigns conducted among employees of the Employer or its subsidiaries, affiliates, successors or assigns.~~

~~5.5 Neutrality means that the Employer shall neither help nor hinder the Union in any organizing campaign, nor shall it comment upon the Union's motives, integrity, character or performance during any organizing campaign. Also neither the Employer or its subsidiaries or affiliates, nor~~

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~~any of their successors or assigns shall provide any support or assistance (hire a labor relations consultant, union buster) of any kind to any person or group opposed to Union organization.~~

~~5.6 Upon ten days written notification from the Union the Employer shall supply the Union with the names and addresses of all employees.~~

~~5.7 The Union representatives (designated by the Union) shall be allowed access to the Employer's facilities, its subsidiaries, affiliates, assigns or successors, for the purpose of distributing literature and meeting employees. Any interaction with employees or distribution of literature at the Employers facilities, its subsidiaries, affiliates, assigns or successors, shall be accomplished in a manner that does not disrupt access or egress from buildings. Distribution and solicitation inside such facilities shall be limited to non-work areas. The Union shall not disrupt the normal business of these facilities while distributing literature or soliciting authorization cards.~~

~~5.8 The Employer, subsidiaries, affiliates, successors or assigns agrees to recognize a Union upon receipt of proof of support of no less than 51% of those eligible for inclusion in the bargaining unit as verified by an independent third party. The third Party shall be a mutually agreed upon religious leader, judge, community leader or if need be the American Arbitration Association.~~

~~5.9 In the event a third party verifies that 51% of eligible employees have signed authorization cards, the Employer, subsidiaries, affiliates, successors and assigns agrees to recognize such employees (Union) without an election.~~

~~5.10 Negotiations for a Collective Bargaining Agreement shall begin within a reasonable amount of time following third party verification. The Employer and the Union agree to be reasonable, fair and to negotiate in good faith.~~

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Article 7 Union Stewards/Non Employee AccessActivities

~~7.1 Employees shall not engage in Union activities during working hours except with the consent of a Company designated representative.~~

~~7.2 The Company designated representative shall give such consent, including permission for accredited representatives of the Local, to visit work locations during working hours in connection with matters arising out of this Agreement when such consent may be given without serious interference with the work. The person in charge of the work location will furnish, if required, a guide for reasons of personal safety.~~

~~7.3 The full time representatives, acting as Business Agent, Secretary Treasurer and President of the Local, or a designated alternate will, upon proper identification, have the right to visit any specified work location where members of the Local are at work after securing permission from the Plant Manager or his/her designated alternate. The person in charge of the work location will furnish, if required, a guide for reasons of personal safety.~~

~~7.4 The Union Steward at the work location, after arranging with his/her Supervisor, may confer at reasonable times and for reasonable periods with employees or with his/her Supervisor concerning grievances, provided there is no serious interference with the work.~~

~~7.5 Upon request of the President or Secretary Treasurer of the Local to the Plant Manager, the Company will, on reasonable notice, and so far as the exigencies of its business permit, allow up to three (3) employees time off, without loss of seniority but without pay, to attend business or committee meetings or conventions of the Union or affiliate. The Company agrees to pay such employees and the Union agrees to reimburse the Company for such pay.~~

~~7.6 Upon written request of the Secretary Treasurer of the Local to the Vice President, the Company shall grant a leave of absence for a period of three (3) years to the full time representatives acting as Business Agent, Secretary Treasurer, and President of the Local. Upon reinstatement they will retain the same Company and Department seniority and seniority on the ratings that they would have had if they had not been on leave of absence. Upon their permanent promotion to the next higher rating on the job progression chart showing the ratings held by them at the time of their leave of absence, they shall advance on said next higher rating to the roster position they would have had:~~

- ~~a. if they would have been promoted to said next higher rating during the period of their leave of absence had they not taken such leave; and~~
- ~~b. If they are found qualified by fitness and ability and are promoted at the time when the first vacancy occurs after their return from leave of absence.~~

~~7.7 Upon the request of the President of the National Union or his/her designated alternate to the Plant Manager, the Company shall grant a leave of absence for a period not to exceed one (1)~~

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~~year to not more than one (1) employee for Local or National Union activity.~~

~~7.8 In case of any leave of absence authorized by the Plant Manager or his/her designated representative extending over a period of four (4) consecutive weeks, participation in the Company's group insurance, retirement, and hospitalization and surgical benefit plans shall be a subject of special arrangement with the Plant Manager or his/her designated representative. The Company will not pay any part of the cost of such participation.~~

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

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

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

~~7.49~~ The Company shall upon request of the Union~~Local~~ furnish to the individual designated to the Company by the Secretary-Treasurer of the Union~~Local~~ information with respect to the rates of pay, wages, hours of employment, and other conditions of employment ~~of any for an~~ employee governed by this Agreement.

~~7.510~~ The Company agrees to permit the ~~Local~~Union to use designated Company bulletin boards ~~for posting to post~~ notices dealing with official union business provided that in the opinion of the ~~Plant~~Facility Manager or his/her designated representative such notices are noncontroversial in nature.

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