

Council Rep Training Manual

Section 1 – Roles and Responsibilities

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Council Representatives

The most important people in any union are the dues-paying members. The second most important people are the Council Representatives (similar to the title of Shop Stewards in other unions). These individuals are a vital link between the employees they represent (members and non-members) and the employer.

SPEEA Council Representatives have a number of responsibilities; however, their most important task is to ensure every employee in the bargaining unit receives representation whenever necessary. This is referred to as “Duty of Fair Representation”. In brief, this duty is not defined in the National Labor Relations Act (NLRA), however, the Supreme Court says it is a necessary consequence of the exclusive powers granted to unions by the Act.

The duty of the union is to equally represent all members of the bargaining unit without regard to race, gender, nationality, age, religion, politics, unpopularity, union membership or dues-paying status.

The Council Representative’s role comprises eight key responsibilities that will be discussed in depth:

- 1) Contract enforcement
- 2) Discipline and performance issues
- 3) Grievance handling / Investigations / Interviews
- 4) Participation in the formal Council to formulate policy for SPEEA
- 5) Participation in partnership forums
- 6) Information/Education
- 7) Membership support
- 8) Recruitment

Each Council Representative is just that – a representative. For every 100 to 200 members, the SPEEA Tellers define a geographic Council district. Each district has a Council Representative. The members in a district elect a member to represent them on the Regional and SPEEA Councils. Council Reps are also elected to represent members’ interest with the employer.

1) Contract enforcement

Council Representatives (CRs) should become familiar with the contract in order to ensure the provisions contained within the contract are enforced. That takes time, and no one expects a new CR to become a contract expert overnight. Never be afraid to ask! When you don’t know an answer, don’t make one up! Simply tell the member you need to research their question and get back to them.

Seek out assistance from a more experienced CR or a SPEEA Contract Administrator (CA), particularly when dealing with new or complex situations.

Ultimately, the CR should be the first person to contact when employees have questions about workplace actions and/or the contract. In fact, it is not unusual for managers to ask contractual questions of the CR.

2) Discipline and Performance Issues

One of the most important roles of the CR is in the area of discipline and performance. Every represented employee has the right to have a union representative present whenever they are required to attend a meeting that could result in discipline. The employer is required to provide representation if requested, but they are not required to offer representation (see “Right to Union Representation” in the “Labor Law” section). **However, the employee must request representation.** Once management has completed an investigation, they will determine what action to take.

While some Human Resources (HR) representatives will give the CR an informal “heads up” an action is forthcoming, there is no contractual obligation to do so. Typically, employees are given relatively short notice they are to attend a meeting in which a Corrective Action Memo (CAM) is to be issued. When a CAM is to be issued, management has already determined what action they are going to take. In some cases the Council Representative has been able to convince management to hold back the issuance of the CAM for reasons outlined under Section 3 - Attendance, Misconduct, and Performance Discipline.

Represented employees also have the right to have a representative present when being counseled for poor performance. The Notice Of Remedial Action (NORA) is the process used by management to deal with performance issues.

The presence of the CR at these meetings usually helps the employee to feel less threatened. Your role as the CR is to be the employee’s advocate. Often the involvement of the CR results in management taking a more cautious approach. The CR should take the initiative and request involvement in follow-up meetings, progress reviews, etc., to ensure accountability on the part of management and the employee.

3) Grievance handling / Investigations / Interviews

The CR is responsible to investigate potential grievances. If the CR is able to find a resolution all parties are willing to accept, in most cases, they will have achieved success. Remember, the goal is to resolve conflicts, not to simply file grievances. However, an important consideration is the effect of a particular action in relation to the contract. In some cases the action by the employer is a direct violation of the contract.

When a resolution is proposed, the CR should consult a Contract Administrator to ensure the resolution will adequately address concerns about the enforcement of the terms of the contract. The role of the CR for grievance handling is addressed in more detail in Section 3 of this manual.

Council Representatives also participate in investigations and interviews with represented employees. Note the word “participate.” There have been occasions in which the employer’s representatives have tried to limit the involvement of the CR to that of a mere witness. However, union members have rights under *NLRB v. J. Weingarten, Inc.* (Weingarten Rights). As a duly authorized representative, the CR has the right and the responsibility to actively participate in these meetings. It’s also important to avoid becoming adversarial if possible. However, there will be times when the CR must take a firm stand when advocating for an employee.

Labor laws provide that union representatives are essentially equals with their management

counterparts, when acting in their official capacity. Be careful to consider the role you are in at any given moment. If you are dealing with your supervisor on an issue related to your role as an employee, you are in a subordinate role, and have no authority to act as an equal. However, if you are meeting with a supervisor over an issue in your role as a CR, you have a right to behave as an equal. For instance, if the manager raises his voice in an attempt to intimidate the CR, then the CR would be within their right to do likewise.

4) Participation in the SPEEA and Regional Councils

The CR is the union in the workplace. It is your duty to ensure contract compliance. In addition, the CR is also a delegate to the SPEEA Council and regional Council bodies.

The CRs form the legislative branch of SPEEA. The responsibilities for CRs as members of the Council include:

- **Executive Board oversight** – Review minutes and actions by the Board. Exercise authority in providing direction in the form of policies to the Executive Board in accordance with the SPEEA Constitution.
- **Finance and budget** – Review and approve the SPEEA budget.
- **Election of Council Officers** – Elect officers, fill vacancies, and make appointments to positions as provided for in the SPEEA Constitution.
- **Referendums** – The authority to propose referendums for consideration by the membership (requires a 2/3 majority of the Council).
- **Charges and discipline** – The Council hears charges brought by a member and dismissed by the Executive Board; hears appeals on decisions by the Executive Board; determines whether or not charges have merit; serves charges; holds hearings; and determines disciplinary actions.
- **Meeting Attendance** – Council Reps must attend at least nine (9) regular Council meetings in a Council year (the CR may send a Designated Alternate for up to three meetings). Council Reps outside the Puget Sound and Wichita are exempt from these attendance requirements.
- **Negotiations / Bylaws / Committees** – The SPEEA Constitution outlines the roles of the Council in these important facets of the union. In general, the Council is the overseeing body for many actions taken in the negotiations, bylaws changes, and the establishment/operation of various committees.

5) SPEEA-Boeing Partnerships

SPEEA-Boeing partnerships exist at both contract and local levels. These partnerships are comprised of representatives from Boeing management, SPEEA elected officials (Council Reps and Ex. Board members, but occasionally Area Reps and members as well) and SPEEA staff. At the contract level, these include the Partnership Leadership Team and Joint Oversight Committees (Wichita). Local partnerships typically cover sites, business units, programs, or organizations. Their purpose is to address issues of mutual concern to SPEEA, its represented employees represented by SPEEA, and the company.

Triumph employees have a labor management clause in their contract allowing SPEEA

representatives to meet with management to discuss mutual concerns.

Council Representatives who participate in these forums play an important role: engaging employees in the partnership, bringing forward membership concerns, and working together with management to resolve issues or concerns. This alternative forum allows the union to address concerns which fall outside the boundaries of traditional collective bargaining, but are within the scope of the local organizational authority.

6) Information / Education

One of the most challenging aspects of your role as a Council Representative is keeping your membership informed. Our members expect their CR to provide accurate and timely information on a variety of issues.

SPEEA staff places a high priority on providing information to our Council Representatives quickly and accurately. However, there will be times when you will need to inform membership that information from the union is forthcoming. Once the information is received, make sure to follow up with those who have requested it. This establishes your credibility with your membership, after all, it is better to disseminate accurate information and not just provide grist for the rumor mill.

Resources for Council Representatives

As you begin to establish the “informational network” in your work area, there are a number of tools provided by SPEEA to help you.

Area Representative (AR)

An Area Representative (AR) is a key player in helping distribute information to the membership. It is important to find volunteers to serve in this capacity who will be diligent in their efforts to pass on information. The AR is also a good resource for gathering feedback from employees.

The following checklist should help you assist your Area Representatives in carrying out their responsibilities:

1. Seek out volunteers throughout your district so that each workgroup has at least one Area Rep to serve them. It is also important to ensure that the AR understands that their role is limited. The Council Representative (CR) can designate the AR as a delegate to attend a Council meeting or committee meeting on his/her behalf. **However, the contract does not allow ARs to perform the representative functions (processing grievances, attending disciplinary or investigative meetings, etc.).**
2. Share the results of each Council meeting with your ARs and seek input from your members to take to meetings through the AR network. This can be as simple as sending out a quick e-mail to each AR reminding them to ask for input. The AR can, in turn, e-mail their membership requesting input from the Council meetings.
3. CR's are *strongly* encouraged to meet with your ARs at least once per quarter to provide information as well as seek their input do this. (Costs to hold these meetings may be reimbursable.)
4. Order name badges for your ARs through **Terry Hall**, SPEEA Council Coordinator. The badges will be delivered to you at a Council meeting once they are printed.
5. You will receive a listing of members and nonmembers in your area monthly. This list will help you identify new members you will want to personally welcome to SPEEA. You are encouraged to share this information with your ARs.

You should also receive a listing of the ARs in your district that will include names, work locations, and work phones. It is important to keep this list current. Any changes should be reported to **Terry Hall** (ext. 1130) so our records can be updated. You will be tasked with updating your AR list every odd year following Council elections. This is a good time to look at how many AR's you have and where they are situated to determine the most effective communication network in the area you represent.

6. It is important to designate an AR to be your alternate in the event you are absent from any Council business. “Designated Alternate” forms are available on the SPEEA website, **www.speea.org**, under SPEEA Councils/Forms and Petitions.

7. Maintain supplies of membership applications, return envelopes, and general SPEEA information for your ARs.
8. Establish an email address list of the ARs in your district. In districts with multiple CRs, you'll need to coordinate with the other CRs to ensure every AR is covered.
9. If you are in a district with more than one CR, make sure you know which members each of you has responsibility for. AR's should be able to assist you in identifying the members they are keeping informed/gaining input from.

The SPEEA website (www.speea.org)

Don't forget this important tool! The SPEEA website contains a wealth of information such as contracts, newsletters, salary charts, reference material, discount lists, special programs, events, and community outreach events. It's a good idea to subscribe to the SPEEA home email program from your home computer. This service allows you to receive union information on a timely basis.

Frequent use of the site will help us to identify errors and provide our webmaster with suggestions for improvements.

Maintaining SPEEA bulletin boards in the workplace

SPEEA staff issues monthly notices to be posted on official SPEEA bulletin boards in the workplace. Your job is to find volunteers to maintain SPEEA bulletin boards and keep them up-to-date.

Contract Administrator (CA)

Your Contract Administrator (CA) is available to provide you with information and guidance on a wide range of issues. In addition to their role of administering the contract and processing grievances at the higher level, the CA is the primary support person for the CR.

If you have an issue or question that you are unable to answer, get in contact with your CA. Try to have all relevant information located before calling your CA. This will allow the CA to more quickly assist you in representing your members.

SPEEA staff

The SPEEA staff has specialists to provide you with assistance on a number of issues. Call your Contract Administrator who will be happy to direct you to the appropriate specialist for your issue. Whether you have a question on dues, retirement, member benefits, etc., we will assist you in finding the answers!

The Company's website

The Company's website often contains specific information on policies and other issues affecting employees. Due to the volume of information on the site it can be confusing at times. Check the SPEEA website first for your information, as our webmaster routinely provides links to the Boeing website to help employees with a direct path to certain information.

Remember that the information on the Company's site is often geared to all employees,

represented and non-represented. That means that some aspects of a policy or information piece may not apply to you or those you represent. Call your Contract Administrator if you have questions.

7) Membership support

SPEEA supports our members in many ways. The contract is our most important tool to serve those we represent. However, you will soon find out that you will have many other opportunities to serve our members.

Quite often, we receive requests from members that are not contract-related. However, for dues-paying members we are able to go “above and beyond” the requirements of representation. Remember, for contractual issues we are required by law to represent all members equally without regard to race, gender, nationality, age, religion, politics, unpopularity, union membership or dues-paying status.

SPEEA has helped members on a variety of issues that legally we are not required to provide. However, our union is committed to assisting our members so far as we are able.

You should respond to notification from the SPEEA office of new hires/rehires in your Council district. Stop by the new members’ work location, introduce yourself as the SPEEA Council Rep, give them your business card and offer to sign them up as a SPEEA member. When they sign up, give them a SPEEA visibility item, such as a pen or a SPEEA cup.

As a CR you should be careful in distinguishing between a “member-only service” versus representation. In the workplace, you have the right and the responsibility to provide representation to ALL employees in the SPEEA bargaining unit, in your district. However, your involvement in member-only activities must be done on your own time. The exception to that would be if SPEEA sponsors an activity and the union covers your time. Other than that, “member-only” activities on your part must be done when you and the member are on your own time.

8) Recruitment

People join the union; it is not foisted upon them. In the Puget Sound SPEEA had bargained what is called “Agency Fee”. When new hires come into the Company they are given four choices as to how they may want to be involved. Membership in the Puget Sound has been pretty stable at 93%.

In the Midwest, Agency Fee has not been an option given that Kansas is a “right to work” state.

Recruiting members is at the heart of CR activities. The most important interactions are done face to face where people can share with one another the value the union has brought them. Our strength grows as the size of the union grows.

Area Representatives

The primary role of the Area Representative (AR) is to provide information to the membership and to provide feedback to the Council Representative (CR). It is virtually impossible for the CR to adequately inform the employees in his/her district without the assistance of the Area Rep. Area Reps are critical members of the team in each district. Each AR should know the specific members they are in communication with.

The AR is often the first contact an employee will have with SPEEA. It is important to convey a sincere interest in matters related to their employment and work environment. The AR is also the first person employees will contact when they have questions or concerns about various issues at work.

It is very important that ARs understand their limitations in regard to representation. The Council Rep can designate the AR as a delegate to attend a Council meeting or committee meeting on his/her behalf. **However, the contract does not allow ARs to perform the representative functions (processing grievances, attending disciplinary meetings, etc.).**

The following is a description of the Area Representative's responsibilities and duties:

- Refer employees with grievances and/or problems to the Council Representative.
- Become familiar with the contractual rights contained in the contract.
- Report any workplace activities, which you believe are in violation of the contract to your CR or SPEEA staff.
- Distribute newsletters and other publications and information.
- Attend meetings called by your CR. These meetings should occur at least once per quarter.
- Assist the CR when necessary in carrying out various programs, surveys, etc.
- Be responsible to recruit new members.
- Gain knowledge of SPEEA's history, governing documents, organizational structure, Council functions, committee descriptions, and roles of staff, Executive Board and Council Representatives.
- Forward the emails from SPEEA and your Council Rep to members in your area.
- Develop a list of "home emails" for members in your area, where available.

The AR is a key player in the SPEEA representational network. Efforts to keep the membership informed and provide feedback to Council Reps or staff enables SPEEA to provide the best possible representation.

SPEEA Staff

SPEEA has a talented, professional staff hired to assist members with their daily questions and provide a variety of activities and services. The seven-member Executive Board directs the SPEEA staff through the Executive Director.

SPEEA staff members are generally readily accessible during regular working hours, and are at the disposal of the membership. Each staff member is eager to help in any way they can. Encourage the membership to utilize this valuable resource.

SPEEA Headquarters

Main: (206) 433-0991
Toll free: (800) 325-0811

SPEEA Everett

Main: (425) 355-2883
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SPEEA Wichita

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Article 12 (Union Officials)

PUGET SOUND PROF AND TECH CONTRACTS

Section 12.1 Accredited Representatives

- 12.1(a)** The Union shall inform the Company in writing of the names and positions of its officials and, currently, any changes thereto. Only persons so designated to the Company will be accredited as representatives of the Union. Accreditation shall be effective on the third day following the Company's receipt of the notification.
- 12.1(b)** Solicitation of Union membership, collection or checking of dues, or reading of Union newsletters or publications will not be permitted during working time. Distribution of Union newsletters or publications will not be made during working time or in work areas. The Company agrees not to discriminate in any way against any employee for legitimate Union activity, but such activity shall not be carried on during working time except as specifically provided for in this Agreement.
- 12.1(c)** Each employee, before leaving his or her assigned work on Union business, shall have authorization therefore from the Union and shall notify his or her supervisor prior to taking such leave. The Union shall provide to the designated Company Representative oral confirmation of such authorization at least one day prior to such leave and written confirmation immediately thereafter. Such unworked time, limited to regular working hours, shall be charged to a special charge account number and the Union agrees to reimburse the Company at the employee's regular hourly rate for all such time so spent.
- 12.1(d) Grievance and Contract Administration.**
- 12.1(d)(1) The Union shall investigate and adjust grievances and perform contract administration, in the work area, exclusively through Executive Board members and Council Representatives, who shall be employees, and Union Staff Representatives.
- 12.1(d)(2) Each Executive Board Member and Council Representative shall notify and obtain permission from his or her supervisor before leaving the work assignment for the purpose of investigating complaints or claims of grievance on the part of employees in his or her work area. Such permission shall be granted except where the supervisor considers such absence would seriously interfere with the performance of the group of which the representative is a part. Time spent on such approved investigations and discussions shall be considered work time provided such activity does not extend beyond the time that the supervisor considers reasonable under the circumstances. Any Executive Board Member and Council Representative in the conduct of his or her investigation, and before contacting an employee, shall obtain permission of the supervisor of such employee and advise the supervisor of the nature of the complaint or grievance and the estimated time required for the

discussion. Such permission shall be granted except where the visit would seriously interfere with the work of the group. Except as provided in 12.1(e) and 10.1(a), all time lost from work due to such Union business shall be handled in accordance with 12.1(c).

12.1(d)(3) Access by Union Staff Representatives shall be governed by 12.2 below.

12.1(e) Leave of absence of at least 30 days without pay shall be granted for the following reasons:

12.1(e)(1) Full-time employment by the Union or its national organization;

12.1(e)(2) Union business authorized by the Executive Board and approved in writing by the designated Company Representative, which approval shall not be withheld absent legitimate business circumstances.

The Company will reinstate employees on such leaves at not less than his or her former grade level and salary plus any general salary increases which occurred during the period of the leave of absence.

12.1(f) The Company and the Union recognize that each individual within the bargaining unit has a full-time work assignment for the Company and, if Union business impairs performance of such work assignment, the Company and Union agree to make arrangements to prevent such impairment in the future.

12.1(g) Executive Board and Council.

12.1(g)(1) The Union may designate one Council Representative for each 200 employees, or major fraction thereof, in each Major Organization in the bargaining unit, plus one Council Representative for each mutually agreed out-plant location with fewer than 100 employees. In unique circumstances where maintaining such a ratio creates a hardship to the Union, the Company will give due consideration to a written request from the Union for a waiver of the ratio requirement.

12.1(g)(2) The parties will review annually, prior to Council elections, the number of Council Representatives allowed under 12.1(g)(1). The number agreed upon as contractually allowable during these reviews may not be reduced prior to the next such review except by mutual agreement of the parties. Any increases to the number of Representatives must be in accordance with 12.1(g)(1) and is also subject to mutual agreement of the parties.

12.1(g)(3) No more than seven Executive Board members shall at any time be accepted by the Company as accredited representatives of the Union.

12.1(g)(4) In the absence of a Council Representative for any reason, the Union may designate a temporary substitute.

12.1(h) Protection of Union Officials.

12.1(h)(1) Executive Board members and Council Representatives shall not be

laid off during their respective terms of office except as described herein.

12.1(h)(1)a Council Representatives will be given a retention rating while serving during their term of office that will be adjusted to indicate that the employee has the highest retention rating in the applicable skill or job activity code. So rated, the Representatives will be subject to all terms and conditions of Article 8 of the parties' Agreements. Once the Representatives are no longer in office, the retention rating will be readjusted to the otherwise applicable rating.

12.1(h)(1)b If Council Representatives are relocated, due to transfer or otherwise, out of the district in which they were elected, the Representatives will continue to be protected from layoff for the balance of their term of office so long as they remain recognized members of the Council. Each designated Council position can be filled by only one member.

12.1(h)(1)c Layoff protection does not apply to Council Representatives who, at the time of election or appointment, have received an active advance notice of potential layoff, unless the Representative is running for reelection to a consecutive term of office.

12.1(h)(1)d Nothing herein precludes a Council Representative from requesting a voluntary or accelerated layoff.

12.1(h)(2) In the event management deems it necessary to involuntarily transfer or loan a Council Representative, and other employees then represented by the Council Representative would remain in the same skill code, when practicable the Company will inform the Union of the proposed transfer or loan thirty days prior to its effective date and will discuss with the Union the feasibility of transferring or loaning another employee.

Section 12.2 Union Staff Representatives - Access to Plants.

Union Staff Representatives not employed by the Company will be permitted access during working hours to areas in the Company's facilities where employees in the bargaining units defined in Article 1 are assigned, to the extent government and customer regulations permit. Such access shall be only for the purpose of investigating complaints or claims of grievance on the part of employees or the Union and shall be subject to the following:

- 12.2(a)** The Company shall be required to admit only those Staff Representatives who have been agreed to in writing or as may be agreed to by the Company throughout the remainder of the Agreement. Except for visits to the Corporate Union Relations Offices, Staff Representatives shall notify the designated Human Resources organization of their contemplated visits.
- 12.2(b)** Staff Representatives who are entitled to admittance to the Company's facilities shall sign in where required through the Company designated organization at the plant or facility they desire to enter. Upon being

admitted, they shall proceed to the organization they wish to visit, contact the supervisor then present, inform him or her of the purpose of their visit and obtain his or her permission prior to contacting any employee in such organization. Such permission will be granted except where there is a substantial reason for delaying the contact due to safety conditions or the fact that a critical operation is in process. Upon leaving the plant or facility they shall sign out where required and return any temporary identification badges which were issued for the purpose of the specific visit.

- 12.2(c)** The Company shall supply identification badges so that each Union Staff Representative can have access during working hours to the areas in which Bargaining Unit employees are assigned. Staff Representatives may retain their badges affording such access during the period they are assigned such duties by the Union, subject to 12.2(a), 12.2(b), and 12.2(d) of this Agreement.
- 12.2(d)** Staff Representatives who fail to comply with provisions of 12.2 shall forfeit their admittance rights.

Section 12.3 Union Staff Representative, Executive Board Member or Council Representatives Security Interviews.

Each employee has the right, during a Security interview which the employee reasonably believes may result in discipline, to request the presence of his or her Union Staff Representative, Executive Board Member or Council Representative, if the Union Staff Representative, Executive Board Member or Council Representative is available. If his or her Union Staff Representative, Executive Board Member or Council Representative is not available, such employee may request the presence of another immediately available Union Staff Representative, Executive Board Member or Council Representative. If a Union Staff Representative, Executive Board Member or Council Representative, pursuant to the employee's request, is present during such an interview, the Union Staff Representative, Executive Board Member or Council Representative, in addition to acting as an observer, may, after the Security representative has completed his or her questioning of the employee, ask additional questions of the employee in an effort to provide information which is as complete and accurate as possible. The Union Staff Representative, Executive Board Member or Council Representative shall not obstruct or interfere with the interview.

Article 13 (Union Officials)

SPIRIT WEU

Section 13.1. Union to Furnish List of Officials

The Union shall inform the Company in writing of the names of its officials (not more than one (1) Council Representative per two hundred (200) engineers, or major fraction thereof) who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be accepted by the Company as representatives of the Union. The total number of Council Representatives shall always be an odd number and rounded up.

Section 13.2. Union Officials - Access to Plant

The Union Leadership and Staff Representatives, not employed by Company, will be permitted access to the Company's facility during normal working hours. The Union will provide advance notification to the Company of such visits. Such visits shall be subject to such regulations as may be made from time to time by any governmental or government affiliated agency of the United States, other customers, or the Company. The Company will not impose regulations that are designed to exclude the Union Leadership and Staff Representatives from the plant or render ineffective the intent of this provision. No union meetings involving more than forty (40) will occur on company property without express written permission.

Section 13.3. Union Activity During Working Hours

The Company agrees not to discriminate in any way against any engineer for Union activity, but such activity shall not be carried on during working time, except as specifically allowed by the provisions of this Agreement.

Section 13.4. Bulletin Boards

The Union shall have the right to use designated bulletin boards on the Company property for the purpose of posting notices of Union meetings and other activities which are officially approved by the Union prior to posting.

Section 13.5. Time Working Union Issues

Each engineer, before leaving his or her assigned work on Union business, shall have authorization from the Union and shall notify his or her supervisor prior to taking such leave. The Union shall provide to the designated Company Representative oral confirmation of such authorization at least one day prior to such leave and written confirmation immediately thereafter.

- 13.5(a)** SPEEA-paid Time. Time worked for union-related issues, limited to regular working hours, shall be charged to a special charge account number and the Union agrees to reimburse the Company at the engineer's regular hourly rate for all such time so spent.

- 13.5(b)** Employer-paid Time. Time worked for contract-related issues, limited to regular working hours, shall be charged to an employer charge account number that identifies the organization in which the contract-related issue is worked.

Section 13.6. Grievance and Contract Administration

- 13.6(a)** The Union shall investigate and adjust grievances, perform contract administration, support engineer disciplinary hearings and conduct information sharing meetings with bargaining unit members in the work area, exclusively through Executive Board members and Council Representatives, who shall be engineers, and Union Staff Representatives.
- 13.6(b)** Each Executive Board Member and Council Representative shall notify and obtain permission from his or her supervisor before leaving the work assignment for the purpose of investigating complaints or claims of grievance on the part of engineers in his or her work area. Such permission shall be granted except where the supervisor considers such absence would seriously interfere with the performance of the group of which the representative is a part. Time spent on such approved investigations and discussions shall be considered work time provided such activity does not extend beyond the time that the supervisor considers reasonable under the circumstances. Any Executive Board Member and Council Representative in the conduct of his or her investigation, and before contacting an engineer, shall obtain permission of the supervisor of such engineer and advise the supervisor of the nature of the complaint or grievance and the estimated time required for the discussion. Such permission shall be granted except where the visit would seriously interfere with the work of the group. Except as provided in 13.7(a) and 9.1(b), all time spent performing such Union business as well as time spent in joint committee and partnership activities shall be handled in accordance with the Company's overhead charging process and shall not be docked from the employee's pay.

Section 13.7 Leaves of Absence

- 13.7(a)** Duration. Leaves of absence of at least thirty (30) days without pay shall be granted for the following reasons:
- Full-time employment by the Union or its national organization.
 - Union business authorized by the Executive Board and approved in writing by the designated Company Representative, which approval shall not be withheld absent legitimate business circumstances.
- 13.7(b)** Return from Leave of Absence. The Company will reinstate engineers on such leaves at not less than his or her former grade level and salary. The Company will review salary on a case by case basis and make adjustments as appropriate.

Section 13.8. Substitute Council Representative

In the absence of a Council Representative for any reason, the Union may designate a temporary substitute.

Section 13.9. Protection of Union Officials

- 13.9(a)** Executive Board members and Council Representatives shall not be laid off during their respective terms of office except as described herein.
- 13.9(a)(1) Executive Board members and Council Representatives will be given a retention rating while serving during their term of office that will be adjusted to indicate that the engineer is at the top of the highest retention rating in the applicable skill or job activity code. So rated, the Representatives will be subject to all terms and conditions of Article 7 of the parties' Agreements. Once the Representatives are no longer in office, the retention rating will be readjusted to the otherwise applicable rating.
- 13.9(a)(2) If Council Representatives are relocated, due to transfer or otherwise, out of the district in which they were elected, the Representatives will continue to be protected from layoff for the balance of their term of office so long as they remain recognized members of the Council. Each designated Council position can be filled by only one member.
- 13.9(a)(3) Nothing herein precludes an Executive Board Member or Council Representative from requesting a voluntary or accelerated layoff.
- 13.9(a)(4) Layoff protection does not apply to Executive Board members and Council Representatives who, at the time of election or appointment, have received an active advance notice of potential layoff, unless the Board of Members or Council Representative is running for reelection to a consecutive term of office.
- 13.9(b)** In the event management deems it necessary to involuntarily transfer or loan a Council Representative, and other engineers then represented by the Council Representative would remain in the same skill code, when practicable the Company will inform the Union of the proposed transfer or loan thirty (30) days prior to its effective date and will discuss with the Union the feasibility of transferring or loaning another engineer.

Section 13.10. Union Requests for Employer Data

The Company will provide the data to the Union which is listed in the memorandum from the Union to the Company effective June 30th 2005, subject to such revisions in the future as may be made by mutual agreement of the parties. Nothing herein is intended to waive any right the Union may have to receive additional data.

Section 13.11. SPEEA Access to the Web

The parties hereby agree that SPEEA shall have access to the Company's internal Web page. To that effect, the parties agree as follows:

- 13.11(a)** SPEEA shall maintain the confidentiality of all information, data and computer programs ('Information Assets') to which SPEEA has access, along with any passwords or access procedures given to facilitate access to 'authorized SPEEA users'.
- 13.11(b)** SPEEA shall only access the Information Assets specified by the Company Computing Access Focal Point, and then only in accordance with the access

procedures.

- 13.11(c)** SPEEA shall not access any other Information Assets not approved by the Company Computing Access Focal Point.
- 13.11(d)** SPEEA shall not remove any Information Assets from Company computing systems, or delete, change or otherwise modify any Information Assets.
- 13.11(e)** Access to Information Assets marked 'Company Limited' or bearing Government classified markings is strictly prohibited. The Company may re-evaluate access at any time. Any decision by the Company to withdraw access shall not be subject to the provisions of Article 3.

Article 13 (Union Officials)

SPIRIT WTPU

Section 13.1 Union to Furnish List of Officials.

The Union shall inform the Company in writing of the names of its officials (not more than one (1) council representative per two hundred (200) employees, or major fraction thereof) who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be accepted by the Company as representatives of the Union. If the geographical dispersion of represented employees in parts of the Wichita facility leads to an inordinate amount of in-plant travel by a council representative, the Company will consider any requests by the Union to designate additional council representatives for these particular areas.

Section 13.2 Union Officials – Access to Plant.

The Union Leadership and Staff Representatives, not employed by Company, will be permitted access to the Company's facility during normal working hours. The Union will provide advance notification to the Company of such visits. Such visits shall be subject to such regulations as may be made from time to time by any governmental or government affiliated agency of the United States, other customers, or the Company. The Company will not impose regulations that are designed to exclude the Union Leadership and Staff Representatives from the plant or render ineffective the intent of this provision. No Union meetings involving more than sixty-five (65) will occur on company property without express written permission.

Section 13.3 Union Activity During Working Hours.

The Company agrees not to discriminate in any way against any employee for Union activity but such activity shall not be carried on during working time, except as specifically allowed below.

- 13.3(a) Upon request of his or her supervisor, each employee, before leaving his or her assigned work on Union business, shall have authorization from the Union and shall notify his or her supervisor prior to taking such leave. The Union shall provide to the designated Company Representative oral confirmation of such authorization at least one day prior to such leave and written confirmation immediately thereafter.
- 13.3(b) SPEEA-paid Time. Time worked for union-related issues, limited to regular working hours, shall be charged to a special charge account number and the Union agrees to reimburse the Company at the employee's regular hourly rate for all such time so spent.
- 13.3(c) Employer-paid Time. Time worked for contract-related issues, limited to regular working hours, shall be charged to an employer charge account number that identifies the organization in which the contract-related issue is worked.

Section 13.4 Bulletin Boards.

The Union shall have the right to use designated bulletin boards on the Company property for the purpose of posting notices of Union meetings and other activities which are officially approved by the Union prior to posting.

Section 13.5 Grievance and Contact Administration.

- 13.5(a)** The Union shall investigate and adjust grievances, perform contract administration, support employee disciplinary hearings and conduct information sharing meetings with bargaining unit members in the work area, exclusively through Executive Board members and Council Representatives, who shall be employees, and Union Staff Representatives.
- 13.5(b)** Each Executive Board Member and Council Representative shall notify and obtain permission from his or her supervisor before leaving the work assignment for the purpose of investigating complaints or claims of grievance on the part of employees in his or her work area. Such permission shall be granted except where the supervisor considers such absence would seriously interfere with the performance of the group of which the representative is a part. Time spent on such approved investigations and discussions shall be considered work time provided such activity does not extend beyond the time that the supervisor considers reasonable under the circumstances. Any Executive Board Member and Council Representative in the conduct of his or her investigation, and before contacting an employee, shall obtain permission of the supervisor of such employee and advise the supervisor of the estimated time required for the discussion. Such permission shall be granted except where the visit would seriously interfere with the work of the group.

Section 13.6 Leaves of Absence.

- 13.6(a)** Duration. Leaves of absence of at least thirty (30) days without pay shall be granted for the following reasons:
- Full-time employment by the Union or its national organization.
 - Union business authorized by the Executive Board and approved in writing by the designated Company Representative, which approval shall not be withheld absent legitimate business circumstances.
- 13.6(b)** Return from Leave of Absence. The Company will reinstate employees on such leaves at not less than his or her former grade level and salary. The Company will review salary on a case-by case basis and make adjustments as appropriate.

Section 13.7 Substitute Council Representative.

In the absence of a Council Representative for any reason, the Union may designate a temporary substitute.

Section 13.8 Protection of Union Officials.

- 13.8(a)** Layoff. Executive Board members and Council Representatives shall not be laid off during their respective terms of office except as described herein.
- 13.8(a)(1) Executive Board members and Council Representatives will be given a retention rating while serving during their term of office that will be adjusted to indicate that the employee is at the top of the

highest retention rating in the applicable skill or job activity code. So rated, the Representatives will be subject to all terms and conditions of Article 7 of the parties' Agreements. Once the Representatives are no longer in office, the retention rating will be readjusted to the otherwise applicable rating.

13.8(a)(2) If Council Representatives are relocated, due to transfer or otherwise, out of the district in which they were elected, the Representatives will continue to be protected from layoff for the balance of their term of office so long as they remain recognized members of the Council. Each designated Council position can be filled by only one member.

13.8(a)(3) Nothing herein precludes an Executive Board Member or Council Representative from requesting a voluntary or accelerated layoff.

13.8(a)(4) Layoff protection does not apply to Executive Board members and Council Representatives who, at the time of election or appointment, have received an active advance notice of potential layoff, unless the Board of Members or Council Representative is running for re-election to a consecutive term of office.

13.8(b) Involuntary Transfer. In the event management deems it necessary to involuntarily transfer or loan a Council Representative, and other employees then represented by the Council Representative would remain in the same skill code, when practicable the Company will inform the Union of the proposed transfer or loan thirty (30) days prior to its effective date and will discuss with the Union the feasibility of transferring or loaning another employee.

Section 13.9 Union Requests for Employer Data.

The Company will provide the data to the Union which is listed in the memorandum from the Union to the Company effective June 30, 2005, subject to such revisions in the future as may be made by mutual agreement of the parties. Nothing herein is intended to waive any right the Union may have to receive additional data.

Section 13.10 SPEEA Access to the Web.

The parties hereby agree that SPEEA shall have access to the Company's internal Web page. To that effect, the parties agree as follows:

- 13.10(a)** Confidentiality. SPEEA shall maintain the confidentiality of all information, data and computer programs ('Information Assets') to which SPEEA has access, along with any passwords or access procedures given to facilitate access to 'authorized SPEEA users'.
- 13.10(b)** Limitations. SPEEA shall only access the Information Assets specified by the Company Computing Access Focal Point, and then only in accordance with the access procedures.
- 13.10(c)** Restrictions. SPEEA shall not access any other Information Assets not approved by the Company Computing Access Focal Point.
- 13.10(d)** Removal of Information Assets. SPEEA shall not remove any Information

Assets from Company computing systems, or delete, change or otherwise modify any Information Assets.

- 13.10(e)** Withdrawal of Access. Access to Information Assets marked 'Company Limited' or bearing Government classified markings is strictly prohibited. The Company may re-evaluate access at any time. Any decision by the Company to withdraw access shall not be subject to the provisions of Article 3.