

TENTATIVE AGREEMENT

**ARTICLE 4
UNION REPRESENTATIVES AND UNION ACTIVITY**

Section 4.1 Union to Furnish List of Representatives.

The Union shall inform the Company in writing of the names of its Grand Lodge representatives, officers, business representatives and stewards 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.

Section 4.2 Bulletin Boards.

The Company shall provide bulletin boards for the Union's use in areas conveniently accessible to bargaining unit employees. New and replacement boards will be at least three (3) feet by four (4) feet in size. The Union may maintain the boards for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

Section 4.3 Business Representatives - Access to Plants.

The Company shall provide identification badges so that each business representative can have access during working hours to the area in which employees are assigned who are within a bargaining unit defined in Article 1 and for which area he/she is an accredited business representative, to the extent government or customer regulations will permit. The business representative may retain the badge affording such access during the period he/she is so assigned as a business representative.

Section 4.4 Grand Lodge Representatives - Access to Plants.

Grand Lodge representatives will be permitted access during working hours to areas in the Company's facilities where employees in the bargaining units defined in Article 1 hereof are assigned, for the purpose of conducting Union business to the extent government or customer regulations permit.

Section 4.5 Conditions Relating to Access to Plants.

Access of Union representatives to Company facilities for the purpose of investigating complaints or claims of grievance on the part of employees or the Union shall be subject to the following:

4.5(a) The Company shall be required to admit only those accredited business representatives who are being admitted as of the effective date of this Agreement, and such other business representatives as may be accredited by the Union as provided in Section 4.1 above.

4.5(b) Business representatives and Grand Lodge representatives who are entitled under Sections 4.3 and 4.4 to admittance to the Company's facilities shall sign in where required through the Company-designated organization at the plant or facility

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they desire to enter. Upon being admitted, they shall proceed to the shop or organization they wish to visit, contact the supervisor then present, inform him/her of the purpose of their visit and obtain his/her permission prior to contacting any employee in such shop or 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 and return any temporary identification badges which were issued for the purpose of the specific visit.

4.5(c) Business representatives and Grand Lodge representatives granted admittance to the Company's facilities under this Article 4 shall not engage in organizing or campaigning for Union or political office on Company premises. This Section 4.5(c) will not be interpreted as preventing business representatives or Grand Lodge representatives from discussing, in nonwork areas during nonwork periods, matters of Union membership, fees or dues, with employees who are within one of the collective bargaining units described in Article 1 of this Agreement.

4.5(d) Union representatives who fail to comply with the provisions of Sections 4.3, 4.4, 4.5 and 4.6 shall forfeit their admittance rights.

Section 4.6 Union Activity During Working Hours.

Solicitation of Union membership or collection or checking of dues will not be conducted during working time. 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 by the provisions of this Agreement.

Section 4.7 Stewards.

The provisions and rules regarding stewards shall be as follows:

4.7(a) The Union may designate one (1) employee as a steward for each one hundred (100) employees, or fraction thereof, for each shift in each shop. In instances where a shop has a unit geographically separated from its main location, the Union may also designate a steward for each such separate unit for each shift provided that such unit consists of a minimum of four (4) employees, is not adjacent to the shop's main location and is not established on a temporary short-term basis; notwithstanding Section 4.7(d), when such unit drops below four (4) employees, no employee in such unit shall have steward status. If a geographically separated unit of a shop does not have a separate steward, arrangements will be made to permit employees in such unit to contact a steward upon request. In the absence of the regular steward for any reason, the Union may designate a temporary steward to act for the regular steward. Such designation shall be in writing. (For the purpose of this Section 4.7, a shop shall be defined as any organization, geographically separated unit, or grouping of employees which the parties establish in advance by mutual agreement. The definition of "organization" as set forth in Section 22.1(n) of this Agreement shall be applicable to that term as used in Section 4.7.)

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4.7(b) The effective appointment date of a steward will be the third workday following the date on which the appointment letter from the Union is received by the applicable designated office of the Company, provided the appointment is determined to be in conformance with Section 4.7(a) above.

4.7(c) The Company will notify the Union of cases requiring a selective reduction in the number of stewards to conform with Section 4.7(a) above. Within three (3) workdays following the date the Union receives such notice from the Company, the Union will notify the Company of the names of the appropriate number of individuals the Union desires to have deleted from the Company records as stewards. No surplus action will affect such excess stewards during such three (3)-workday period. The above three (3)-workday waiting period will not apply in the handling of situations wherein no selective reduction is involved.

4.7(d) An employee while serving as a steward shall not be surplused, transferred or loaned from his/her job title, or his/her shop, or his/her shift so long as other employees remain in his/her job title, and in the shop and on the shift for which he/she is designated as steward. If he/she is not eligible so to remain in his/her job title, he/she will be offered downgrade to the highest labor grade job title within his/her normal line of promotion which is then being utilized in the shop and on the shift for which he/she is designated as steward. If he/she declines such a downgrade or if he/she is relieved of his/her steward's status prior to such downgrade action, he/she will then be subject to normal surplusing procedures as provided in Article 22.

4.7(e) Stewards will be promoted and recalled from layoff on the same basis as provided in Article 22 for other employees, except that in the event a shift in a shop is deactivated and is reactivated by the Company within one hundred twenty (120) calendar days after such deactivation, the former steward will be offered an opportunity to return to that shop and shift provided the Company determines to utilize the steward's former job title or a lower grade in the same job family in such shop and on such shift within such one hundred twenty (120)-day period, and further provided that the former steward has not been replaced as steward by the Union in the interim.

4.7(f) A steward will retain his/her steward status while on approved medical leave of absence for a maximum of one hundred eighty (180) calendar days, provided that he/she has not been replaced as steward by the Union prior to expiration of such leave.

Section 4.8 Departure from Work Assignment by Stewards to Investigate Complaints or Claims of Grievance.

Each steward shall notify and obtain permission from his/her supervisor before leaving his/her work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union or contacting the business representative in regard to such claim or grievance. Such permission shall be granted except where there is a substantial reason for delaying the contact or the investigation

due to safety conditions or the fact that a critical operation is in process. The supervisor may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or steward, the supervisor shall authorize a steward to participate in a private discussion with an employee or business representative, relating to a complaint or grievance. Discussions of the type described in this Section 4.8 shall be conducted without requiring the employee or steward to clock out provided the discussion does not extend beyond the time that the supervisor considers reasonable under the circumstances.

Section 4.9 Departure from Work for Union Business.

Except as provided in Section 4.8 above, each steward, local lodge officer or district council delegate shall have authorization from the Union, give his/her supervisor at least twenty-four (24)-hour advance notice if possible and clock out prior to departure from his/her work assignment to conduct Union business. If the work assignment given the steward, local lodge officer or district council delegate seriously interferes with the performance of his/her duties for the Union, or if Union business seriously interferes with his/her work assignment, the Company and the Union agree to cooperate in making arrangements to prevent such interference in the future. However, stewards, local lodge officers and district council delegates shall not be penalized for such Union business; provided, that nonpayment by the Company for time spent on Union business shall not be considered as a penalty. This Section 4.9 shall apply to cases of stewards who are designated to act for business representatives in accordance with Section 19.13 for the temporary period the steward is authorized as a designee.

Section 4.10 Security Clearances.

If governmental regulations require special clearance to obtain access to certain areas where employees are assigned who are within a bargaining unit defined in Article 1, the Company will cooperate with the Union to obtain necessary clearance for two (2) representatives designated by the Union: one (1) for the ~~Seattle-Renton~~ **Puget Sound** and Portland Units, and one (1) for the Wichita Unit. If this number is not adequate in view of the workload, the Company and the Union will discuss the possibility of attempting to obtain clearance for additional representatives.