

# TENTATIVE AGREEMENT

## *Engineering and Technical Units*

### ARTICLE 12 UNION OFFICIALS

#### **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 Council Representatives (who shall be employees), Executive Board Members 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 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.

**12.1(d)(3)** Access by Union Staff Representatives and non-Employee Executive Board members 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 level and salary plus any general salary increases which occurred during the period of the leave of absence.

**12.1(f)** The parties agree that as a general rule, union officials should not be negatively impacted with regard to: retention, selective salary, and performance evaluation exercises for their time spent in the execution of union-related activities.

The Company and the Union recognize that the elected Union representative has a defined work assignment that may include a reasonable amount of Union Business. If the Company determines that the performance of union-related activities begins to negatively impact the overall work statement, the Company and the Union agree to work together to adjust the union official's work statement or union activities, or both, with the resulting actions exempt from Article 3.

The resulting actions from 12.1(f) will be exempt from Article 3.

~~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 work together to resolve any conflicts as they occur and 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 outplant 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 job family, skills management 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 job family and skills management 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 and Non-Employee Executive Board Members – Access to Plants.** Union Staff Representatives and Executive Board Members not employed by the Company (hereinafter “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 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 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 Employee Relations Offices, Representatives shall notify the designated Human Resources organization of their contemplated visits.

**12.2(b)** 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 Representative can have access during working hours to the areas in which Bargaining Unit employees are assigned. 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)** 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 Representative 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.

**Society of Professional Engineering  
Employees in Aerospace**

**The Boeing Company**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_