



July 23, 2019  
19-111  
2019-07-003

Jeff Janders  
Employee & Union Relations  
The Boeing Company  
PO Box 3707, M/C 20-16  
Seattle WA 98124-2207

**RE: Step 3 Grievance – Termination in Violation of Just Cause SPEEA/Boeing Technical Collective Bargaining Agreement**

Dear Jeff,

This is a grievance under Article 3 of the SPEEA/Boeing collective bargaining agreement.

Boeing just announced a cessation to the Educational Leaves of Absence (ELOA) with a very limited number of exceptions. It is our understanding that this was effective with the implementation of Workday. As you are aware, Boeing has yet to rectify the data problems associated with the new platform and furnish SPEEA with valid data. This data would enable us to confirm our understanding on timing and the termination of employees who may currently be on Educational LOAs. Boeing gave SPEEA no advanced notice of the change and we only learned of the situation when we received a copy of the "2019 Boeing Intern Closeout and Conversion Procedures – Intern Resource Guide."

The result is that each SPEEA represented employee who was on ELOA has now been terminated and each SPEEA represented employee currently employed as an intern will be summarily terminated as opposed to any possibility of moving or returning to an ELOA. We find these terminations to be in violation of the Standards of Just Cause.

**Discussion:**

The internship program has afforded both prospective employees and Boeing to determine their mutual compatibility. Most of the time, the parties did find a good fit; employment was not severed, and employees were placed on an Educational Leave of Absence. In other words; if Boeing wanted the employee to return, either for another internship or upon completion of the program of study, the employee was offered an ELOA. Now, Boeing is still asking employees to return but only after terminating their employment.

RP/Ec OPEIU8



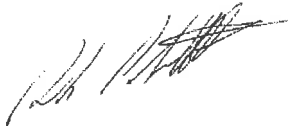
Of course, the termination results in the elimination of several benefits conferred by the CBA. For example, individuals on a non-medical LOA (includes ELOA) receive an additional three months of life insurance, AD&D, short-term disability, basic long-term disability, medical and dental benefits (and dependent medical and dental benefits). Individuals returning from a LOA of more than 3 months, have their medical plan reinstated upon return to active employment as opposed to having to wait until the first of the month AFTER their rehire. Individuals on approved leaves of absence and their eligible dependents can use Boeing's EAP services for the duration of their LOA.

Individuals on approved leaves of absence are also eligible to change their leave type and receive additional leave benefits. While uncommon, it is possible for interns to be FMLA eligible and should an intern become disabled while an approved non-medical LOA, the intern is eligible to for a new medical LOA and thus receive an additional three months of medical, dental and other items as called out in the 2016 SPEEA Technical contract.

And, if there are any interns with last hire dates before the 2016 contract ratification, they would earn an additional 3% Special Company Retirement Contributions (SCRC).

As a remedy, the company must cease and desist from the mandatory termination practice, restoring the ELOA for those that Boeing seeks to employ again and correct the employment records (including making employees whole) for any that have been terminated under the new edict. Please let me know if you have any questions or if you wish to meet to discuss this grievance.

Sincerely,



Rich Plunkett  
Director of Strategic Development  
SPEEA / IFPTE Local 2001