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January 22, 2010  
L10-018 (2010-01-004)

Mr. Jeff Janders  
Union Relations – SPEEA  
The Boeing Company  
P.O. Box 3707, MS 20-11  
Seattle, WA 98124

**RE: Step 3 Grievance; 1/13/10 Implementation of the Reduced Learning Together Program (LTP)**

Dear Mr. Janders,

SPEEA is grieving the implementation of the cuts, restrictions and other program changes to the LTP on January 13<sup>th</sup>.<sup>1</sup> The Union asserts that this implementation is in violation of the long-standing past practice of providing benefits to SPEEA represented employees under the LTP. This unilateral implementation also expressly violates Articles 1, 3, 4, 5, 6, 8, 11, 18 and LOU 8 of the SPEEA/Boeing Professional, Technical and Wichita collective bargaining agreements. As a result of this, SPEEA is filing this grievance pursuant to Articles 3.

**Abstract**

Beginning more than a decade ago, Boeing made a commitment to employees citing the importance of a culture of life-long learning. This culture was to be pervasive and intertwined with the fabric of Boeing. Current employees were encouraged to embrace this culture via inducements including 100% coverage for any and all classes and the reward of stock options upon completion of degrees/programs. Prospective employees were lured to choose Boeing over competing offers using these same inducements. This commitment was affirmed in myriad venues including hiring/recruiting fairs, Performance Management sessions between employees and their managers, and company presentations to SPEEA members. The commitment was also discussed in both official and *ad hoc* SPEEA/management meetings and during every round of collective bargaining since inception of the program.

In turn, employees made their own commitments to friends, family, coworkers, schools and back to the Boeing Company. They rearranged schedules at both work and home to accommodate both class and study time. In some cases, non-Boeing spouses rearranged their schedules as well. Employees committed to institutions of higher education, enrolling in programs that would take years to complete.

Then, suddenly and without warning, Boeing decided that life-long learning was no longer a commitment to be fulfilled but a cost to be minimized. The unilateral and abrupt cut or cessation of program elements essentially abandoned employees to their own devices in figuring out how to fulfill the commitments that Boeing had induced these employees to make.

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<sup>1</sup> This grievance should be read to cite all program changes made since 2004. This was the last date that the Company made visible to SPEEA any program changes. By referencing the changes outlined in Revision "L", we are by incorporation including the changes made in Revisions H, I, J, K, etc. Boeing deliberately segregates the LTP program documents to a portion of its intranet that the Company forbids SPEEA to access. Thus, SPEEA had no effective notice of any of these interim changes.

## History

Effective October 12, 2009, The Boeing Company reduced LTP benefits for non-represented employees.

The abstract of the controlling document for the LTP (D950-10666-1) states “This document does not constitute a contract, or contractual obligation, and the Company reserves the right, in its sole discretion to amend, modify or discontinue its use without prior notice, notwithstanding any person’s acts, omissions or statements to the contrary. Learning Together decides eligibility for the program in its sole discretion.” Nowhere within that abstract or other preamble to the document is the *pro-forma* “Employees covered by a collective bargaining agreement will be governed by this procedure and the applicable agreement, with the agreement having precedence.” Section 3.1.a of the controlling document for the LTP (D950-10666-1), demands that employees first review it before participating.

In a letter dated October 16, 2009 from Boeing Employee Relations, the employer issued what turned out to be false assurances: “Please be assured that Boeing is not, and has no intention to begin implementing any LTP changes for SPEEA (represented) employees before pursuing and fulfilling our bargaining obligations with SPEEA....we are well aware of our (their) bargaining obligations, and have no intention to proceeding with LTP changes for SPEEA employees in advance of those requirements”.<sup>2</sup>

During the ensuing 2 months, multiple letters were exchanged between the employer and the union regarding bargaining obligations. The parties initially met on November 12, 2009 to review the same. In the November 18<sup>th</sup> letter from the employer, unilateral implementation was threatened for SPEEA represented employees in the event the union did not engage in bargaining of LTP. The union’s letter #L09-474 dated December 17, 2009 provides a complete chronology as to how the parties arrived at the initial effects bargaining session on Tuesday, December 22nd. [See attached.]

At the conclusion of the 12/22 session, the parties established a follow-up meeting on January 6, 2010 to continue with *effects bargaining*. **Unbeknownst to the union, Boeing had already promulgated yet another iteration of LTP changes while we were at the bargaining table that very day over the previous version (Revision K).** Despite both ethical and legal obligations, Boeing informed SPEEA later on December 22nd that it intended to unilaterally, retroactively and without warning to the impacted employees implement the Revision L changes to the program immediately after the winter break on January 4, 2010.

On January 4<sup>th</sup>, SPEEA received an email from a representative of LTP confirming that Boeing had not followed through on its threat to implement and that nothing had changed from the LTP policy prior to October 12, 2009 for SPEEA represented employees.

The parties again met for *effects bargaining* on both January 6<sup>th</sup> and January 11<sup>th</sup>. During the course of the latter session, the parties were able to get through the latest revision of the proposed

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<sup>2</sup> Management did not furnish SPEEA with a copy of D950-10666-1 until January 12, 2010 and prior to that point SPEEA staff members were denied direct access to the document. Upon the recommendation of one of the Boeing management representatives, one of our elected leaders did acquire and provide a copy to SPEEA. The elected leader was able to access the document in their capacity as a Boeing employee. Boeing management has provided the SPEEA staff for the Puget Sound with access to many Boeing documents available on the Boeing intranet. This access is spelled out in LOU 17 in the Puget Sound CBAs. There is no such LOU for the Wichita CBA and Boeing has cited that fact in its continued denial of comparable access to the SPEEA staff in Wichita. Even with access to the Boeing intranet, the document is not visible to the Union as Boeing has further firewalled the document under what is called Web Source Single Sign On, a portion of the intranet that SPEEA is specifically excluded from accessing.

changes. However during the dialogue, the employer's explanations in many areas were either shallow or nonexistent. There were also areas identified where the employer still had not completed preparing the operative language. At the end of the January 11<sup>th</sup> session, the employer acknowledged the validity of the union's concerns, questions and data requests and suggested getting answers on those prior to the parties' next meeting. The agenda for the next meeting included SPEEA having the opportunity to bring suggestions/modifications to the employer. From the inferences provided by the employer at the bargaining session, the union believed that unilateral implementation would not occur until sometime after the next meeting.

At 7:39 a.m. on January 12, 2009, Norma Clayton, vice president of Learning, Training and Development sent an email to all SPEEA-represented employees unilaterally implementing the LTP changes effective January 13<sup>th</sup>. The only communication to the union leadership of this action was in an email sent merely 18 minutes prior by the labor relations person participating in bargaining. SPEEA contract administrators learned that members gained knowledge of this as early as 6:38 a.m. It wasn't until 10:47 a.m. that same day that the union received confirmation as to what version of the employer's revisions that they were actually implementing. This lack of notification to the union prior to the announcement to the represented employees is destructive to the collective bargaining relationship that has existed between SPEEA and Boeing since 1946. **Moreover, Boeing's misconduct here forced employees to make the choice of either losing the LTP altogether (if they don't "voluntarily" agree to the new terms), or agreeing to waive specific provisions of their collective bargaining agreements to maintain access to the diminished program.**

### Discussion

The SPEEA contracts have been violated as a result of this implementation. What follows are details of those violations first by reference to specific language within the CBAs and then by established past practice.

**BREACH of Article 1** – The LTP has been incorporated into the current collective bargaining agreement. Boeing cannot modify it in any substantive manner without agreement from SPEEA, which it does not have. The changes to the Plan were made unilaterally in violation of Boeing's recognition of SPEEA as the exclusive bargaining agent for the employees covered by the various agreements. As more fully set forth below, some of the changes violate specific provisions of the collective bargaining agreement and by requiring employees to agree to the terms of the Plan in order to participate, Boeing is conditioning receipt of a benefit on the waiver of rights protected by the collective bargaining agreement. These acts violate Article 1.

**BREACH of Article 3** – The implemented process (D950-10666-1) has references to both an appeals process (Section 14.1) and an Executive Exception process (Section 14.2). However, neither of those provide for the just cause standard in the administration of corrective action as identified in sections 3.3, 4.1, 17, and 17.1.

According to Sections 1 and 16.1 of the LTP document, employees "elect to participate within the limitations outlined in this document" meaning that they "must" "comply with this document in its entirety." The same sections give no deference to those covered by a Collective Bargaining Agreement.

Section 3.3 states that participants are subject to corrective action up to and including termination for failure to comply with Program policy. And, within the abstract of this same document it states; "This document does not constitute a contract, or contractual obligation, and the Company reserves the right, in its sole discretion to amend, modify or discontinue its use without prior notice, notwithstanding any person's acts, omissions or statements to the contrary. Learning Together decides eligibility for the program in its sole discretion." Hence, discipline in adherence to the program could easily conflict with the standards of just cause on the issues of notice, reasonable rule or order.

Section 4.1 of D950-10666-1 Rev L states that all participants who voluntarily leave employment or are terminated within 24 months of completion of a program of study will have a financial assessment levied against them in the amount equal to expenses paid under the program towards that program incurred after October 12, 2009. The addition of this punitive action, which has the effect of unilaterally changing the meaning of just cause for termination in the middle of the contract term, was not achieved by Boeing at the bargaining table; and has never been agreed to by SPEEA.

Section 17 "Expected Behavior" in the LTP document states: "The Boeing Company **will** require repayment of tuition and fees **anytime** the Boeing Code of Ethics & Business Conduct or Code of Conduct is violated." This limits the ability of the decision maker to exercise discretion in fashioning the appropriate remedy for misconduct under the standards of Just Cause. As a result, a minor infraction of the COC that would normally result in a verbal or written warning will automatically and without recourse result in a financial penalty that can be in the tens of thousands of dollars. This is a substantial trespass upon the "just cause" protections enjoyed by SPEEA members. Such a transmogrification of "just cause" protections would never be agreed to at the bargaining table and Boeing's efforts to unilaterally impose the same is shockingly inappropriate.

**BREACH of Article 4** – The employer, by virtue of the implemented changes contained within the D950 document has modified the Performance Management process as called out in Article 4. Article 4.3 expressly states that changes to the Performance Management Process are subject to the approval of both parties. The latest revision of the document has been changed to state that employee **MUST** first discuss their educational plans with management **PRIOR** to participation. This has the effect of imposing a new restriction upon the Performance Management process that the employer did not achieve through the collective bargaining process.

For the decade that LTP has been in place, SPEEA has continued to incorporate its presence in training that has been provided to SPEEA represented employees relative to the Performance Management Process. Some of this training has been performed jointly with management representatives.

**BREACH of Article 5** – Article 5.5 entitled Vacation Payment on Termination states "[a]n employee who terminates for any reason will be paid for all unused credits in his or her vacation account and all accrued vacation through the last day worked."

This language is not conditional. The employer is not at liberty to debit these funds if a SPEEA member leaves Boeing employment as Section 5.11 of Revision "L" requires. Doing so is a direct breach of Article 5. Moreover, Sections 5.1, 5.2 and 10.2 of Revision "L" also violate Article 5 to the extent that Boeing would seek to enforce them upon a SPEEA member terminating Boeing employment. Moreover, such debiting would appear to violate California state law where some of the impacted SPEEA members reside and work.

**BREACH of Article 6** – Article 6.6 entitled Unused Sick Leave states in part that “[u]pon retirement under the Company’s retirement plan or upon termination (except for cause) while retirement eligible, employees will receive payment for fifty percent (50%) of their unused sick leave balance account hours remaining on the date of termination.”

This language is not conditional. The employer is not at liberty to debit these funds if a SPEEA member leaves Boeing employment as Section 5.11 of Revision “L” requires. Doing so is a direct breach of Article 6. Moreover, Sections 5.1, 5.2 and 10.2 of Revision “L” also violate Article 6 to the extent that Boeing would seek to enforce them upon a SPEEA member terminating Boeing employment.

**BREACH of Article 8** – Articles 8.7 [Professional Unit], 8.7(b)[Technical Unit] specify a Boeing policy (PRO-6477) dated May 28, 2008 as an extension to CBA language. That specific policy calls out other policies in effect at that time. The sum total of policies referenced and cross-referenced at that time contains PRO 515 “Learning Together Program.” PRO 515 calls out “D950-10666-1, The Learning Together Program” in several sections. It should be noted that as of the writing of this grievance, the latest revision date of PRO 515 available to Boeing employees and to SPEEA is dated January 26, 2007. Thus, attempts to enforce changes to the referenced and cross-referenced PROs breaches the explicit incorporation of PRO-6477 in Article 8 of the SPEEA collective bargaining agreements.

**BREACH of Article 11** - As stated in sections 5.1, 5.2, 5.11 and 10.2 of Revision “L”, Boeing intends to withhold funds from employees via payroll deduction. Article 11 (that defines rates of pay) does not provide for any such debits. The Boeing Company has not achieved permission for such debits at the bargaining table. Thus, any provision of Revision “L” that purports to impose such a process/obligation are in violation of Article 11. Moreover, such debiting would appear to violate California state law where some of the impacted SPEEA members reside and work.

**BREACH of Article 18** provides that “[a]ll terms and conditions of employment included in this agreement shall be administered and applied without regard to race, color, religion, *national origin*, status as a disabled or Vietnam era veteran, age, sex, marital status, sexual orientation, or the presence of a disability, except in those instances where age, sex or the absence of a disability may constitute a bona fide occupational qualification.”

Revision “L” of D950 violates Article 18 by creating a distinct class of LTP participant, called “international locally hired employees” and awarding this class preferential LTP benefits vis-à-vis Boeing employees from the United States (and by corollary, administering the program in a discriminatory fashion against Boeing employees from the United States).

Specifically:

- 1) Section 15 of LTP Revision “L” creates this national origin based segregation and notes some (but not all) of the ways that ILHEs are to be treated preferentially;
- 2) ILHEs are exempted from the requirement of 12 months of Company service before being able to access the LTP program contained in Section 4.a;
- 3) ILHEs are exempted from the ban on using LTP to pay for professional certification exams and licensing fees contained in Section 5.4;
- 4) ILHEs are exempted from the three years of work experience required for Master of Business Administration funding eligibility contained in Section 5.9;

- 5) ILHEs are exempted from the ban on stock awards for degree completion (Section 15.6 provides for the “cash award equivalent” whereas this benefit has simply been eliminated for employees hired in the United States).

Revision “L” defines ILHE as “[a] non-U.S. Citizen who has been hired by a wholly owned international subsidiary of the Company.” This is by construction and design creating a distinction in benefit eligibility based upon *national origin*.

The Company is on the record in our effects bargaining sessions as stating that this preferential status will remain with the ILHE even when they come to the United States to work. Thus, an ILHE hired in Canada, would retain their preferential LTP participation rights even if they came to the United States, secured a long-term work visa, and became a member of the SPEEA bargaining unit. The SPEEA collective bargaining agreements specifically prohibit such national origin status discrimination. Title VII and the other antidiscrimination laws prohibit discrimination against individuals employed in the United States, regardless of citizenship.

**BREACH of Letter of Understanding No. 8 Relating to Voluntary Layoffs** – Section 13.4 of D950-10666-1 Rev L specifically prohibits stock awards for employees who leave the company voluntarily. This provision is in direct conflict with LOU 8 which states that a person taking voluntary layoff “will be regarded for all Company purposes as a laid off employee”.

**BREACH of Established Past Practice** – Boeing and SPEEA have a long practice of not reducing every possible agreement on wages, hours and working conditions into the text of the collective bargaining agreements. If neither party anticipates any change, some agreements are memorialized by “reading into the official bargaining record” while others default to the labor law principles of past practice.

The Learning Together Program was adopted by Boeing more than a decade ago. It was embraced by management, employees and by the unions chosen by represented employees. It has been incorporated into many facets of the employee/employer relationship some of which is documented in the CBAs, some is documented elsewhere and some is implied through practice and intent. During negotiations since the inception of the Learning Together Program, SPEEA and management have both relied upon the program to provide certain key elements to the overall pay and benefits provided to employees. This mutual reliance was expressly called out during preparations for bargaining, grievance settlements as well as main table bargaining.

- 1) **Strike Settlement Agreement in 2000** – It expressly called out how to handle the program in light of the time spent on strike.
- 2) **The 2002 Boeing/SPEEA negotiations** – The Employer read the following into the official bargaining record: “We’d like to state, for the record: The Employee Relations subcommittee discussed the Company’s Learning Together Program and reimbursement of EIT and PE training and exams. We informed SPEEA that it is the Company’s intent to continue to reimburse SPEEA-represented employees for EIT and PE training and examinations through Boeing’s Learning Together Program – so essentially the program stays as it currently runs.” The latest version of the LTP indicates that Boeing has unilaterally removed coverage of the EIT and PE examinations in breach of the agreement reached in bargaining and memorialized in the official bargaining record.

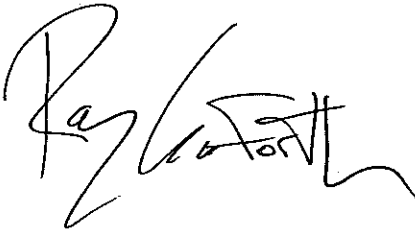
- 3) **In late 2002**, when bargaining the effects of the sale of the Spokane facility to Triumph Group Inc., the Learning Together Program was indeed called out as one of the benefits associated with SPEEA represented employment at the Boeing Company. During these bargaining sessions with Boeing management, Mary Ellen Henry of the Learning Together Program stated "Boeing is unusual in that they will pay for anything. There are very few companies, if any, that will pay for courses of study that are other than work-related." *It should be noted that we have previously relied upon these effects bargaining session notes to confirm working conditions for other employees affected by the sale (ERM).*
- 4) **2005 Bargaining Sessions** - The LTP was referenced in several sessions discussing the concept of employment security (including Article 21, LOU 27 relating to Joint Commitment on Employment Stability). In fact, LOU 27 was a complete rewrite of the old LOU "Employment Stabilization" agreeing on a commitment to life-long learning as an investment in our knowledge and skills and an avenue for retraining. At no time, was there any inference by the employer that the LTP was a temporary program or that it solved a short-term problem.
- 5) In preparation for the **2008 negotiations**, Boeing management made a presentation on the Pay and Benefits Profile that is in place to assist members in determining total value of their pay and benefits. This presentation included the Learning Together Program.

### Remedy

The Employer shall restore the LTP to the benefit level prior promulgation of Revision "L" and make all bargaining unit members whole in all areas.

SPEEA is prepared to meet at your earliest convenience. We are hereby requesting expedited processing of this grievance and subsequent arbitration in the event that the Company denies this grievance. Please contact Robin Fleming at (206) 433-0991, extension 127 for scheduling purposes.

Sincerely,



Ray Goforth  
Executive Director

RG:ef

Attachment (L09-474 12/17/09)

# **SPEEA**

## **IFPTE LOCAL 2001**

15205 52<sup>nd</sup> Avenue S | Seattle, WA 98188 | [206] 433.0991 | FAX [206] 248.3990

December 17, 2009  
L09-474

Jeff Janders  
The Boeing Company  
PO Box 3707, M/C 20-11  
Seattle, WA 98124-2207

RE: The Learning Together Program

Dear Jeff,

I am in receipt of your December 16 letter threatening to unilaterally and retroactively implement cuts to the LTP. The disrespect for the engineering and technical workforce evidenced by this letter is startling.

As the record shows, SPEEA believes that the LTP is incorporated into our collective bargaining agreements. As such, it is not subject to mid-contract alteration without our agreement. Nonetheless, SPEEA offered on two separate occasions to sit down and talk through the company's concerns with the program. We offered to agree to any changes that came out of these discussions. This was above and beyond our legal obligation and represented a good faith attempt to meet the company's interests.

Twice, the company rejected these overtures from SPEEA, asserting that Boeing would only talk to us if we agreed to waive our rights prior to the meeting. Flowing from this unfortunate company posturing came notice on December 8<sup>th</sup> that the company intended to unilaterally implement cuts to the LTP program on January 4<sup>th</sup>.

On December 9<sup>th</sup> we sent an information request to try and understand one key aspect of these cuts as it may or may not have impacted our duty to bargain. We asked:

**"How does Boeing intend on collecting refunds from LTP participants who leave without fulfilling the subsequent two years of service?"**

SPEEA patiently waited 5 days for an answer.

SPEEA offered in writing on December 14<sup>th</sup> to engage in bargaining over the proposed cuts. The next day (December 15), Boeing finally answered our information request. Unfortunately, this response raised more questions than it answered.

- 1) Boeing announced that the cuts to the LTP program will be made retroactive to October 12, 2009 (repudiating the October 16<sup>th</sup> letter from Amy Kelly assuring SPEEA that although Boeing was forcing employees to sign a pledge agreeing to the cuts, that Boeing would not apply the new cuts to SPEEA members until after negotiations were completed);
- 2) Boeing intends to deduct any monies it believes are owed from the employee's last paycheck (in direct violation of SPEEA collective bargaining agreements);

- 3) If the monies cannot be deducted from the last paycheck, Boeing intends to pursue ex-employees through the Boeing Collections process (providing no appeals process for ex-employees to dispute any charges).

I am well and truly dumbfounded by this. The only mistake any of these employees made was to trust the promises Boeing made to fund their education.

**Boeing's position that it has the right to retroactively impose new contract terms upon SPEEA members will not stand.**

Two days after receiving our agreement to negotiate, Boeing moves the goalposts yet again. Now, Boeing declares that it will negotiate with SPEEA but only until December 23<sup>rd</sup>. After that magic date, Boeing intends to impose its cuts regardless of where we actually are in the negotiating process.

**The concept of good faith bargaining does not include unilaterally-imposed artificial deadlines.**

Not only does Boeing's approach to this issue evidence bad faith (both towards its employees and towards its legal obligations to SPEEA), but the company has sought to falsify the record by claiming "[a]t our 1:00 meeting yesterday, I told SPEEA that Boeing would be willing to bargain with SPEEA if there is a firm understanding that our bargaining will end on Wednesday, December 23, the last day before our shutdown."

As you are well aware, the SPEEA Executive Board is the entity empowered by our constitution to engage in mid-contract negotiations. I (as Executive Director) am the ONLY employee of SPEEA empowered to speak on behalf of the Executive Board. You did not meet with the Executive Board. You did not meet with me. In point of fact, I was in Everett most of that day *at the invitation of The Boeing Company*. You know the appropriate ways to communicate with SPEEA and we take great exception to the assertion that offhand comments you happen to make to some SPEEA staff member constitutes an official meeting between the parties on this or any other bargaining issue.

Your conclusion that SPEEA has refused to bargain with you is simply wrong. We have always said that we are not required to engage in mid-term bargaining over a term of the contract, but at the same time we said we would be happy to discuss any and all issues with you in an effort to address mutual concerns. Boeing rejected this offer from SPEEA twice. You gave us a deadline of November 30 to say if we were willing to discuss this issue and on that date we told you that "we are willing to meet with you to discuss possible changes." The next thing we know, you have unilaterally implemented the proposed changes. Then, in response to what we consider an improper unilateral act, we said we would engage in effects bargaining over that act without waiving any of our earlier positions. It is Boeing that is refusing to bargain, not SPEEA.

**Boeing and SPEEA have had a collective bargaining relationship for 63 years. We are custodians of that legacy. Boeing's conduct in this matter is an ugly stain upon that long relationship.**

As SPEEA has repeatedly informed the company, we are willing to discuss changes with you and we are also demanding to discuss the effects of your unilateral implementation. We will meet with you at

mutually agreeable times and places and we hope that we can reach some agreement to avoid the legal ramifications that will arise for Boeing if we do not.

We offer Tuesday December 22<sup>nd</sup> from 1:00pm to 4:00pm as a good starting point for these negotiations. Attached to this letter is a list of information requests needed by SPEEA to discharge our bargaining responsibility. To the extent that Boeing can provide this information prior to our meeting, it will help expedite the negotiation process.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Goforth". The signature is stylized and cursive, with the first name "Ray" being particularly prominent.

Ray Goforth  
Executive Director  
SPEEA

RG:ef

Attachment(s)

Information Requests:

We request the following in a spread-sheet format, *by individual employee*:

- The names and BEMSID of SPEEA-represented employees who have utilized LTP from 1/1/98 to present.
- Bargaining Unit
- Major Organization
- Current Job classification and SMC
- Job Classification and SMC at time of participation within LTP
- Dates of all Educational Leave of Absences
- Date of birth
- Gender
- Ethnicity/Citizenship
- Original hire date, last hire date, and adjusted service date, termination date, termination type
- Year(s) of utilization of LTP (actual time frame)
- Names of schools attended
- Degrees or certification programs completed (where applicable)
- Degrees or certification programs begun and not completed (where applicable)
- Individual courses (when not part of a degree or certification program)
- Cost of LTP utilization (broken down between tuition, books, and other expenses)
- Stock Awards received

From a macro view, we request:

- Year-to-year participation (# of people and costs) of SPEEA represented compared to other paycodes in the Puget Sound agreements (including Edwards/Palmdale) and Wichita;
- Explicit and implicit limits and exclusions. (\$ on program, time limits, etc.);
- Description of the 'grandfathering' criteria established for the non-represented employees.
- Copy of redline changes being proposed to the LTP.