Council Representative

TRAINING MANUAL
# Council Representative Training Manual

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APPENDIX
SPPEA Council Rep Quick Reference Guide
Boeing Employee Corrective Action Process Requirements (ECAPR)
SPEEA NW Policy Manual

1. Training Requirements.
   a. Basic Training Requirements – For their first year on the Northwest Regional Council, each Council Representative, or Regional Vice President must participate in the Basic Training course except when a complete training course was previously taken under the current contract.
   b. Refresher Training/Leadership Conference – For each additional year on the Northwest Regional Council, each Council Representative or Regional Vice President, if not required to participate in the Basic Training, must participate in the Leadership Conference.
   c. Interim training for grievance handling – Prior to the Northwest Regional Council considering an extension to the training time requirements for adequate cause of the SPEEA Constitution 2.3.3, each individual must have received interim training for grievance handling. “Adequate cause” for a waiver for either the basic or refresher course shall be defined as conditions beyond the control of the individual.
   d. Continuing Education Training – In addition to the above training requirements, each member of the Northwest Council must attend at least one additional authorized SPEEA Continuing Education training course each year. Authorized SPEEA Continuing Education Courses will be made available and advertised at least every four months per year. Topics may include, but will not be limited to: grievance handling and investigation, labor history, labor law and the standards of just cause.

2. Administration
   a. The Northwest Regional Council Officers are responsible for approving training courses and providing written notification of requirements and the schedule for approved training courses at least annually to each Council Member of the Northwest Regional Council.
   b. The Northwest Regional Council Officers shall ensure that accurate attendance records are maintained to cover the following:
      (1) Member’s attendance during approved training course each year as required.
      (2) Member’s presence at entire course.
      (3) A certificate of course completion for basic training, to be signed by the Northwest Regional Council Officers and the SPEEA President.
   c. Failure to attend the entire required course shall be considered as not attending.
   d. The Council Officers shall ensure that no member of the Northwest Regional Council is permitted to retain office when in violation of the SPEEA Constitution Article 2.3.3, as applicable. When invoking this provision, a letter to the offending member shall be prepared within ten days following discovery of the violation and signed by the Northwest Regional Council Officers. The Northwest Regional Council Officers shall notify the Northwest Regional Tellers of the vacancy.
   e. The dates for the Basic Training Course shall be set at least one month in advance of the course offering. The dates for the Leadership Conference shall be set at least six months.

3. Course Definition
   a. The content of the Basic Training Course and Leadership Conference can include, but is not limited to: Grievance Handling, Contract Familiarization, Labor Law, Appeals Process, Conduct of Disciplinary/Investigative Hearings, and Problem Solving Techniques.
   b. The duration of the Basic Training and Leadership Conference shall be at least 6 hours each.
About IFPTE

Who We Are

On July 1, 1918, the AFL granted a charter to the American Federation of Technical Engineers, AFTE, a group of ten local unions representing engineers and draftsmen at many of the U.S. shipyards. Thus, the first labor organization, dedicated to the welfare of the American technical engineering employees, was born.

Today, we are the International Federation of Professional and Technical Engineers, AFL-CIO & CLC, a progressive labor union representing more than 75,000 men and women in professional, technical, administrative and associated occupations. As an affiliate of the AFL-CIO & the Canadian Labour Congress (CLC), IFPTE is a diverse union representing employees in a wide variety of occupations in three distinct business sectors. Our members are comprised of workers employed by federal, public and private employers. We balance the broad range of our members’ interests by adhering to democratic processes and consensus decision-making. A Union principle taught by Samuel Gompers -- "An injury to one is an injury to all" -- guides our Union as we work to represent the full range of our members' interests, and to organize the unorganized.

Why We Exist

We exist to allow tens of thousands of men and women working in professional and technical occupations a collective voice on the job.

We exist to give our members an effective voice in the legislative process. All of our members are impacted by our national and state legislatures in one manner or another.

We exist to advance the issues that affect working families. We assist candidates for government who advance those concerns unique to our membership.

We exist to raise the standards by which all professional and technical workers are employed. Only when all workers are covered by a contract will employers begin to stop the cycle of outsourcing, right-sizing and downsizing as they seek financial benefits at the expense of workers.
Council Rep Training Manual

Section 1 – Roles and Responsibilities

- Council Representatives
- Area Representatives
- SPEEA Staff

- Article 12 – Union Representatives
  - Boeing Professional Unit
  - Boeing Technical Unit
MEMBERSHIP

Supreme governing body

- BARGAININGUNIT
  - Each votes on its own contract

TELLERS COMMITTEE
- Conducts election
- Hears election charges
- Audits finances

COUNCIL REPRESENTATIVES
- Represents membership & handles grievances

AREA REPS
- Member interface

EXECUTIVE BOARD
- Administers SPEEA affairs
- Handles grievance
- Manages budget

EX. BOARD COMMITTEES

STAFF
- Administers contracts
- Supports members

SPEEA COUNCIL OFFICERS
- Establishes policy
- Authorizes regional
- Authorizes SPEEA

JUDICIAL REVIEW COMMITTEE
- Rules on all Constitutional questions
- Hears election appeals

NEGOTIATIONS TEAM
- Benefits
- Compensation
- Workforce

D = Council District
Section 1 – Roles & Responsibilities

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 in Boeing Management such as 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
Section 1 – Roles & Responsibilities

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 email to each AR reminding them to ask for input. The AR can, in turn, email 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 re-imbursable.)

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/re-hires 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.

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<th>SPEEA Everett</th>
<th>SPEEA Wichita</th>
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<tbody>
<tr>
<td>Main: 206-433-0991</td>
<td>Main: 425-355-2883</td>
<td>Main: 316-682-0262</td>
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<td>Toll-free: 800-325-0811</td>
<td>Toll-free: 877-355-2883</td>
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### Headquarters - Tukwila

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<thead>
<tr>
<th>Name</th>
<th>Position</th>
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<tr>
<td>Ray Goforth</td>
<td>Executive Director</td>
<td>206-433-0991 x1301</td>
<td><a href="mailto:rayg@speea.org">rayg@speea.org</a></td>
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<td>Executive Director’s Secretary</td>
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### Professional Staff

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<tbody>
<tr>
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</table>
# Communications Staff

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# Support Staff

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<tbody>
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# Everett Hall

<table>
<thead>
<tr>
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<tbody>
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### Section 1 - Roles & Responsibilities

**Wichita Hall**

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<thead>
<tr>
<th>Name</th>
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<tbody>
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**SPEEA Staff Assigned to Ed Wells Partnership**

<table>
<thead>
<tr>
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<th>Phone Number</th>
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<tbody>
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</tbody>
</table>
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.
Council Rep Training Manual

Section 2 – Problem Solving in the Workplace

- The Right to Union Representation
- Duty of Fair Representation
- Union’s Right to Information
- The Special Status of Union Representatives
- Grievant’s Rights
- What is Grievable?
- The Grievance Process
- Obey Now, Grieve Later
- Grievance Investigation (Step by Step)
- Security, Ethics, and EEO Interviews
The Right to Union Representation

The National Labor Relations Board (NLRB) and the National Labor Relations Act (NLRA)

In 1935, Congress enacted the National Labor Relations Act (NLRA). The “Act” provides a legal foundation for what is termed “protected activity.” This means workers have the right to form, join, and participate in union activity. It also established the basic right for unions to negotiate bargaining agreements as well as the legal basis for “concerted activity” such as organizing, picketing, and striking.

When employers take actions that infringe on the rights of employees under the NLRA, the union has the option of filing an Unfair Labor Practice (ULP) to the National Labor Relations Board (NLRB). The NLRB will then investigate and adjudicate violations to the Act. Most NLRB actions are handled by SPEEA general counsel and staff.

Weingarten Rights

As a Council Representative (CR), one of your most important duties is to provide representation for employees whenever they are faced with discipline or an investigation that could lead to discipline. Part of that duty is to educate members on their right to representation. Specific education should be to make sure the employee knows that he or she must request representation. This right is based on a legal decision (NLRB v. J. Weingarten Inc.) referred to as “Weingarten Rights”. CR’s should become familiar with the verbiage to be used to invoke these rights:

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative or steward (CR) be present at this meeting. If this discussion could lead to my being disciplined and you deny my request for representation, I choose not to answer any questions”.

In NLRB v. J. Weingarten, Inc. (1975), the Supreme Court established the right of members to union representation in investigatory interviews.

- When management questions a member to obtain information that could be used in discipline or asks a member to defend his or her conduct -- INVESTIGATORY.
- When a member has reasonable belief that discipline or other adverse consequences could result from what he or she says -- INVESTIGATORY.
- To receive union representation -- THE MEMBER MUST MAKE A CLEAR REQUEST FOR IT.

All of the following meetings are investigatory. Members are entitled to have representation when called into:

- Security interviews
- Meetings to announce discipline (past practice)
- EEO investigations
- Fact finding investigations
• Ethics investigations

Note: The employer is not required to allow representation if you are not the subject of the investigation (i.e., if you are called in as a witness) however they will often honor such a request.

Further, there are times when management will allow (or even request) that the union representative be present at a meeting with a member that is not disciplinary. For example when management initiates a meeting with members to discuss a specific issue, or to address concerns raised by members, the union representative can be present. Historically, management has been supportive in allowing union representatives to attend such meetings regardless of the fact that they are under no obligation to do so.

**What is the role of the Council Representative?**

A CR should educate the members they represent to request a union representation whenever they are called into a meeting with management or Company representatives that could result in discipline.

**What is the role of the SPEEA Staff?**

The Contract Administrator will assist in providing coverage for representation requests. When necessary the CA can fill in for the Council Rep.
Duty of Fair Representation (DFR)

Although not defined in the National Labor Relations Act (NLRA), the Supreme Court says that Duty of Fair Representation (DFR) 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. DFR applies to all employees covered by the labor contract for all matters covered in the labor contract.

Members and non-members who feel that their union has breached the Duty of Fair Representation can file a complaint with the NLRB. They may also seek remedy through the court system.

Examples of when DFR violations can occur are when a union arbitrarily, discriminatorily, or in bad faith:

- does not file a meritorious grievance;
- does not investigate a meritorious grievance;
- withdraws or otherwise fails to pursue a meritorious grievance;
- does not pursue a meritorious grievance according to timelines;
- does not arbitrate a meritorious grievance.

What is the role of the Council Representative?

CR’s should investigate all grievances and report findings to SPEEA Staff. It is not the Council Rep’s role to unilaterally determine which grievances have merit.

Remember, this responsibility applies to everyone we represent, even non-members.

Always tell a member who reports a concern to you, “I’ll look into it.” DO NOT promise a particular outcome.

Confidentiality

Any interaction between the CR and member should be kept confidential. The information can be shared with your Contract Administrator as part of the grievance process. However, the best practice is to only share information to other union representatives on a “need-to-know” basis. If there is no need to share the information - don't. A CR should never divulge such information to management or other employees or members without the consent of the individual.

What is the role of the Staff?

Staff, together with the assistance of the CR, other staff, SPEEA attorneys, with the collective experience of the union, determine whether and how to pursue and process grievances.
Union’s Right to Information

Under the NLRA, unions have the right to information in carrying out their duty as the exclusive bargaining representative for members. The employer must furnish information in a reasonable time frame to enable the union to process grievances. It is also necessary for the union to have access to information in order to enforce the contract. Some examples for information needed to ensure contract compliance include, but are not limited to:

- Monitoring layoff and recall activity
- Monitoring all non-Boeing labor such as contractors
- Guaranteed wage increases and salary minimums
- Retention ratings

If you are ever refused information in processing a grievance, see your Contract Administrator.
The Special Status of Union Representatives

Under the law union representatives should be able to carry out their duties without fear of retaliation or coercion by management. A principle known as the “equality rule” provides a clear understanding of your status as a Council Rep.

**The Equality Rule:**

When stewards (Council Representatives) engage in representational activities they are equal with management. This means that when you are in your representational capacity you can:

- Speak forcefully
- Gesture
- Use salty language
- Challenge management’s truthfulness
- Threaten legal action
- Raise the possibility of group action

**When does the Equality Rule apply?**

When you are in your **representational capacity.** This means you are:

- Investigating a complaint
- Requesting information
- Presenting a grievance
- Otherwise representing a member

The Equality Rule **does not apply** when you are in an **individual capacity.**

For example:

- When you are talking with management about your own employment situation

**Limits on the Equality Rule:**

A CR may be disciplined for representational conduct that is:

“So flagrant or violent as to render the employee unfit for further service.”

Example:

- Unrestrained profanity
- Racial epithets
- Threatened violence

**No Reprisal Rule:**

An employer cannot retaliate against you because of the way you carry out your union duties.
**Same Standards Rule:**

The Employer must apply the same standards to you as to other employees; i.e., some employers take the attitude that stewards (CR’s) can be held to higher standards than other employees.

You can’t be expected to set an example for other workers.

**Use common sense:**

Although your status as a union representative gives you the ability to “respond in kind” to a manager who has opted to raise his voice and/or use harsh language, it does not compel you to do so. After all, anger is an indicator that the individual is losing control of the situation either because they feel threatened or frustrated that you are not in agreement with them.

Sometimes it is better to pause and explain to the individual that you want to cool things off before proceeding. This will send a message that you are maintaining your composure and may even cause other individuals to be more sympathetic to your comments. Rather than getting into a shouting match, you have the option of demonstrating your ability to avoid one (even though you have every right to do so).

In other words, use common sense when determining how to respond to others in your role as a Council Representative.
Grievance Rights

An employer violates the NLRA if it interferes with, harasses or threatens a grievant. Examples of such violations include, but are not limited to:

- Using harsh language;
- Increasing a penalty because a grievance is filed;
- Threatening a grievant for testifying;
- Telling a grievant to stay away from the CR (steward).

Investigating Grievances

- Council Reps have the right to do so during breaks, meals and other non-working time. Generally, SPEEA Representatives can investigate on Company time per the Union Rights of the contract.
- Nothing in the NLRA requires employers to tolerate union business during work time.

Confidentiality of Conversations with Grievants

- Conversations between an employee and a CR are confidential.
- A supervisor may not question a member about a CR’s investigation.

What is the role of the Council Rep?

To investigate potential grievances when you become aware of a problem and/or are contacted by a represented employee.

What is the role of SPEEA Staff?

To assist the Council Representatives through the grievance process.
What is Grievable?

Your union contract limits grievances to matters dealing with the interpretation or application of terms of the Collective Bargaining Agreement (CBA). As stated previously, this is a rather broad statement because of the other forms of agreement involved in the application and interpretation of the CBA. Some examples of matters subject to the grievance procedure include:

**Grievances**

- Any contract violation (Note: contract in broad terms described above)
- Discipline/Discharge as a result of:
  - Notice of Remedial Action – NORA (Similar to, but not the same as, a Performance Improvement Plan (PIP))
  - Corrective Action Memo – CAM
  - Suspension
  - Layoff (in-lieu of termination)
  - Layoff without recall rights (to Step 3 only)
  - Termination

**Appeals (not subject to grievance procedures):**

- Retention appeals
- Reclassification appeals
- Designated as ineligible for first consideration rights

Council Reps are faced with situations that are not clearly or technically grievances. In other words, not every problem in the workplace is grievable, but every problem has the potential for resolution.

The Council Rep can play a key role in solving problems in a number of ways. For example, issues regarding pay, benefits, work schedules etc. Council Representatives can help direct members to pursue the proper channels to address their concerns. Obviously, the Council Rep can not be expected to right every wrong. However, your effort to find solutions will send a message to the members that the Union takes membership concerns seriously regardless of contractual technicalities. As the “go-to” person, you will have many opportunities to develop your problem-solving abilities in a wide variety of matters including:

- Insurance problems
- Transfers
- Performance Management
- Selective Adjustments
- Employee Requested Transfer
- Co-worker conflict

Just as Council Reps are not expected to right every wrong, neither are they expected to know all the answers. The key is to identify the problem and then seek a resolution. The SPEEA Contract Administrators and staff are an important resource in helping Council Reps find solutions to problems they have identified.
The Grievance Process

Webster defines a grievance as: “Something to afford just cause for complaint or protest. Or: A complaint of unfair treatment, esp. by an employee.” While these descriptions begin to define the term they do not give the full picture. What follows in this section is a better description of a grievance, the applicable contract references and some information on the when, where, and why of using a grievance.

Each SPEEA contract has a definition of the grievance procedure. Example language is as follows:

“only matters dealing with the interpretation or application of terms of this Agreement”

Some of this language may appear to imply more limitations than actually exist in practice. SPEEA encourages all Council Representatives to take advantage of additional training opportunities. These trainings will teach you how to investigate the pertinent labor laws and educate you on maintaining a healthy district. The SPEEA Staff is always available to answer additional questions.

SPEEA views a grievance as only one of the many available tools. Grievances are a vehicle for correcting violations of the contract or work rules. By enforcing our contract, we provide a measure of justice in the workplace.

Grievances may be used strategically as a deterrent to future wrongdoings by management. Used wisely, grievances, along with other tools and strategies will enable the Council Representative to make his or her district a more hospitable place to work. Good managers soon discover that working productively with the Council Representative can increase moral and productivity in their area.

Additional information can be found in The Legal Rights of Union Stewards Written by union attorney Robert M. Schwartz. www.workrightspress.com.
Exploring the Grievance Procedure:

Each SPEEA contract defines the grievance procedure. The following highlights those general provisions of any contract that Council Representatives should take particular note.

- Defines a grievance and clarifies there must be “just cause” for termination or suspension.
- Establishes the grievance handling procedure:
  - Note time limits.
  - Assist grievant at First Step, if requested.
  - Investigate facts thoroughly, insuring accuracy of names, dates and times surrounding the events that suggest a contract violation.
  - Refer the grievance to a Contract Administrator to pursue beyond the First Step. Staff will keep the Council Rep informed as to progress.
  - Arbitration processing is the province of Staff -- however, successful arbitration can depend on the initial fact-gathering by Council Representatives.
- Allows SPEEA to file a grievance as a union.
- Defines selection of an arbiter.
- Establishes rules of procedure for arbitration.
- Binds the decision of the arbiter on both parties.
- Limits claims requesting back pay to 30 days prior to filing for retroactive compensation.
- Allows the parties to mutually extend time limits established in the contract.
- Allows conferences necessary to solve problems and handle grievances during work hours.
- Provides no precedent setting when grievances are settled.
- Sets forth a procedure to resolve jurisdictional disputes.
SPEEA Internal Grievance Procedures

If a decision is made “not to pursue” a case, the member may appeal such a decision internally within SPEEA.

• First, the employee must appeal to the appropriate Contract Administrator;
• Next, if not satisfied, to the Executive Director;
• And finally, if still not satisfied, the Executive Board.

• The Contract Administrator will ensure that the time limits of the grievance are protected while an employee is in the process of internal appeal.
• An internal appeal must be exercised within 2 days from the decision not to pursue. A complete appeal shall not take longer than two weeks to complete.

Per the Collective Bargaining Agreement, Step 1 and Step 2 are normally handled via oral submission – that is, the Council Representative will meet with management to try to resolve the issue. The most important part of the Council Representative’s duty is to take good notes and gather copies of any documents pertaining to the meeting.
Obey Now, Grieve Later

When anyone in management gives a direct order, SPEEA directs its members to obey the order now and grieve the action later. Arbitrators generally apply the principle that workers are expected to follow directives of a supervisor or manager. If a member believes that a directed action violates the contract or an employer’s policy, they may grieve at a later time. Failure to follow a directive from a supervisor could result in the member being disciplined for insubordination.

Arbitrators recognize two exceptions to this rule that allow the member to refuse a direct order:

1. The order would result in them doing something illegal.
2. The order would put them in “imminent danger” of their health and safety.

If management takes disciplinary action after such refusals, the member and their union would then need to substantiate that their refusal was justified under the two conditions above.
Grievance Investigation (Step by Step)

1. **The first step is to listen actively to the employee.** A member who comes to you with a complaint or concern normally wishes to tell you about it in their own way and in their own words. It's important to listen actively during this phase because the member will present information that's very important to the adjudication of a grievance or the solution to a problem. Don't worry about taking copious notes during this phase: it’s more important to keep good eye contact with the person you are listening to and simply jot down ideas or key words that you may want to ask them about later. You can always finish your notes after the member has left.

2. **Restate the issue chronologically.** For almost every conceivable grievance or problem it becomes important early on to understand what happened in strict chronological order. This is your opportunity to go back and ask about chronology and pick up clarifications at the same time. Most members feel that your questions show your concern and the more questions you ask about what happened and when, the more empathy you are displaying towards them.

3. **The third step involves identifying which contract clauses, laws, or Company procedure(s) may have been violated.** You are not expected at this stage to identify them with any precision. It is, however, very important to **identify potential violations** of the contract, law, procedures, and to let the employee know what those potential violations are. This will provide a sense of direction to whatever happens afterwards. It will also educate the member.

4. **Attempt to corroborate the facts developed in the chronological listing from the second step.** There are far more cases lost because of failure to provide corroboration than because of disagreements over labor contracts. Not all points can be corroborated by SPEEA without further investigation. This is O.K. What we want to rule out at this stage is hearsay and fantasy and things that there was no conceivable witness to, yet the employee believes play paramount roles in his or her grievance or problem.

5. **Finally, at the most crucial level of analysis, it is necessary to determine whether we have a provable case of a violation of the contract, laws or procedures.** That is, what does it take to prove that a particular contract clause has been violated? Many Council Reps cannot initially take on this kind of analysis without a Contract Administrator. It will be important to the final resolution to not only have contract clauses, procedures and laws identified that may have been violated, but we must have an understanding of what it takes to prove those violations.
Security, Ethics and EEO Interviews

The SPEEA contracts contain a provision (Section 12.3 Union Staff Representatives, Executive Board members or Council Representatives – Security Interviews) which establishes the right of any represented employee to have the presence of a Union official at his or her disciplinary Security or fact-finding interview. This section describes the allowed activities of the Union representative during such interview:

- Act as an observer;
- Ask additional questions of the employee in order to provide information which is as complete as possible;
- As well as activities the Union representative cannot be involved in;
- Do not obstruct or interfere with the interview.

This responsibility of the Council Representative is very important; it has been SPEEA’s experience that security interviews can lead to serious disciplinary consequences. Your attendance at these interviews can be vital to preparation of the case for the defense in subsequent discharge or suspension determinations.

When a SPEEA-represented employee is the subject of an investigatory interview...

As a member of a collective bargaining unit, SPEEA-represented employees benefit from a special and important right that is not available to non-represented employees.

The United States Supreme Court, in the case of NLRB v Weingarten, employee is entitled to have a union representative present at an investigatory interview if the employee reasonably believes disciplinary action may result.

An investigatory interview is essentially a meeting called by someone with management authority. The meeting will be conducted either by Human Resources, Fact Finding Team, Company Security Investigator or EEO Investigator. The purpose is to disclose additional information or admissions that support allegations that have caused management to suspect either performance deficiencies, personal misconduct, or violation of Company rules.

Employees summoned to such meetings should invoke their right to have a SPEEA representative be with them during the entire meeting. As soon as the employee becomes aware of the nature of the meeting he or she is being directed to attend, he or she should immediately request SPEEA representation. A SPEEA Council Representative, Executive Board member or member of the SPEEA Staff should be contacted.

Management is required to allow a reasonable delay until the SPEEA representative can arrive at the meeting.

The SPEEA Council Representatives, Executive Board members, and staff members are trained in how they and the employee should conduct themselves during the interview. The employee and the SPEEA representative should confer before the interview begins and, if necessary, during the interview.

The employee should follow the advice of the SPEEA representative. This right of representation is not automatic. It must be specifically invoked by the employee. The Company has no obligation to advise you of this right.
Security, Ethics and EEO Interviews

Employee Interviews by Fact Finding Partners, Company Security, Ethics and EEO Investigators

The Company’s Security and EEO Investigators are trained and experienced interrogators. Almost always, when they summon an employee to an interview relating to that employee’s conduct, they are attempting to obtain a confession that could cause the employee’s termination.

Whenever an employee is summoned to such an interview, and it becomes obvious that his or her conduct is the subject of the investigation, the employee has reason to become very alarmed.

Without exception, in such circumstances the employee should insist on being accompanied by a Council Representative or SPEEA Staff. You have an enforceable right to such representation by virtue of our collective bargaining agreements as well as a U.S. Supreme Court decision.

Such representation is very important. The employee will inevitably feel great pressure from the interrogator. The Union representative will be more detached and unemotional.

The employee being questioned has no obligation to give answers to questions when those answers might be the evidence that would lead to discharge or other discipline.

While it is not SPEEA’s role to condone misconduct, we believe it proper to help our people avoid convicting themselves out of their own mouth. Except in cases involving truly criminal behavior, SPEEA has no inclination to help management remove people from the payroll.

A final word of advice - NEVER sign a statement prepared by a Security Investigator. And NEVER admit verbally that a statement read to you by the Investigator is true.
Security, Ethics, Fact Finding Partners and EEO Interview Checklist

Before the Interview

1. Employee must \textbf{REQUEST} SPEEA representation.
2. Check to see if the employee has been told why they are being interviewed. If not, ask the employee for possible reasons.
3. Advise the employee of the following:
   a) They should insist on knowing the specific reason for the interview.
   b) They have the right not to admit to any wrongdoing.
   c) Any admissions \textbf{MAY} be used against them later.
   d) They should not assist in the development of a written statement; i.e., writing it, reviewing it for accuracy or signing it.
   e) They may request a caucus to speak to the SPEEA Rep privately as necessary. 
      (Tip: Provide a code word so they will request a caucus at your request.)
   f) They should insist on being treated in a professional and non-intimidating manner.

During the Interview

1. Take extensive notes of the proceedings; \textbf{do not} share these with the Investigator.
2. Remain impartial and objective, but remember you are the advocate.
3. Ask a question only when you are sure that the answer will help the employee’s case.
4. Insist that a written statement, if any, is only another form of the security investigator's notes.
5. If necessary, caucus if the employee appears to be willing to sign the statement.
6. If the employee insists on signing the statement, advise them to ask the following questions:
   a) Can the written statement be used as justification for discipline?
   b) Can the employee receive a copy of the statement once it is signed?
7. Do not sign the statement as a witness, even if the employee signs.

After the Interview

1. Advise the employee that they have a right to SPEEA Representation in any follow-up security interviews or disciplinary meetings.
2. Submit a report to the SPEEA Contract Administrator.

Remember:

\textbf{You can:}

✓ Ask pertinent and/or clarifying questions
✓ Match enthusiasm of management and/or security
✓ Advise the employee not to answer abusive, misleading, badgering or harassing questions
✓ Call for a caucus at any time and call SPEEA Headquarters for advice (technically, the employee has the right to call a caucus)

\textbf{You cannot:}

✓ End the meeting
✓ Intentionally obstruct the meeting

\textbf{You should:}

\textbf{Advise employees not to sign the security interview statement. It is simply the investigator’s notes for the meeting.}
Section 3 — Attendance, Misconduct and Performance Discipline

- The Seven Standards of Just Cause
- Attendance Discipline
- Notice of Remedial Action (NORA)

Revised 05-15-2019
The Seven Standards of Just Cause

Collective Bargaining Agreements between SPEEA and all our employers provide that an employee will not be disciplined without just cause. The Agreements do not, however, define just cause. In 1966, Arbitrator Carroll Daugherty formulated seven “tests” of just cause. These seven tests, in the form of questions, have been widely accepted as an articulation of essential elements of just cause:

1. **NOTICE:** Did the Employer give to the employee forewarning of foreknowledge of the possible or probable consequences of the employee’s conduct?

2. **REASONABLE RULE OR ORDER:** Was the Employer’s rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer’s business, and (b) the performance that the Employer might properly expect of the employee?

3. **INVESTIGATION:** Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

4. **FAIR INVESTIGATION:** as the Employer’s investigation conducted fairly and objectively?

5. **PROOF:** At the investigation, did the “judge” obtain substantial evidence or proof that the employee was guilty as charged?

6. **EQUAL TREATMENT:** Has the Employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?

7. **PENALTY:** Was the degree of discipline administered by the Employer in a particular case reasonably related to (a) the seriousness of the employee’s proven offense, and (b) the record of the Employee in his service with the Employer?

“A no answer to one or more of the questions means that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.” (Id. At 23)

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Attendance Discipline

Attendance problems are one of the three major areas in which discipline will be delivered. It is easily documented by management which increases the possibility that it will be brought to the employee's attention.

Questions to Ask

1. Is the employee using accrued Sick Leave or Leave Without Pay (LWOP)?
2. If the condition is chronic, does this person qualify for Family Medical Leave Act protection (FMLA)?
3. If the employee used vacation, was it scheduled?
4. What is the total labor loss percentage for the time period involved?
5. Is the problem isolated or chronic?
6. Is there a reasonable expectation that attendance will improve in the near future?
7. Has progressive discipline been followed?
   • When a Corrective Action Memo (CAM) is given, the employee will be expected to improve and then correct the attendance problem. After this occurs, the employee will be expected to sustain the correction.
9. Is the employee given an adequate period of time to correct the problem? Is the time period defined?
10. After the problem has been corrected, when will the CAM be withdrawn from the file?
11. Has a Leave of Absence been considered?
12. Is the employee aware of the counseling services available through the employer?

Arbitration Guidelines for Attendance Discipline

1. Attendance discipline is subject to the standards of just cause.
2. If excessive absences have an adverse impact on the employer's operations, it can be subject to discipline regardless of the reason for the absence.
3. The employer has the right to demand "reasonable regularity of attendance of employees."

Progressive Discipline

1. Was the employee given fair and reasonable time to correct the problem?
2. Was a warning given before a written statement was placed in the file?
3. If the deficiency is due to a lack of training, was the employee given opportunity for training or movement into a position appropriate for his or her skill level?
4. Was the employee's previous work record a factor in the degree of discipline given?
5. Did the degree of discipline match the degree of the performance problem:

   Guidelines – The discipline should begin with a warning and the employee should have a reasonable opportunity to improve. The employee should be told in advance of the consequences of not improving before further discipline is given.

***Also: Remember to keep in mind ADA (Americans with Disabilities Act) and FMLA (Family Medical Leave Act) as potential issues and opportunities.***
Notice of Remedial Action – Performance Deficiencies

LETTER OF UNDERSTANDING NO. 7
RELATING TO PERFORMANCE REMEDIAL ACTION
(Professional and Technical Units)

In an effort to assist all employees in reaching their full potential, a process has been adopted to identify and constructively address performance deficiencies and/or an insufficient level of skills, knowledge, and abilities necessary for current assignments.

This program includes:

- Notifying the employee of the performance deficiency through issuance of a Notice of Remedial Action form (NORA).
- Notifying the employee of the skills, knowledge and abilities necessary for current assignments.

Developing a clear and cogent program for the employee to correct the performance deficiency and/or acquire the necessary skills, knowledge, and abilities.

- Prior to issuance to the employee the proposed NORA shall be forwarded to the appropriate Employee Relations focal for review with the Union. Such review will include a discussion about the performance criteria identified in the NORA to be utilized by the Company in assessing the employee’s ability to satisfy the NORA requirements and resolve the performance deficiencies.
- Employees will be provided a minimum of 30 calendar days (excluding any paid holidays) to improve their performance and meet the requirements of the NORA.

The manager or their designee will be available to participate in follow-up meetings with the employee, and the Union representative when requested and available, to provide status on progress.

When the manager concludes that the employee has failed to achieve the minimally acceptable performance for their classification the manager will communicate that conclusion to the appropriate Employee Relations representative to jointly determine what action will be taken. Such action may include discharge or reclassification when appropriate.

In accordance with the general objectives stated in Article 8, the Union and the Company agree that employees who are identified as having performance deficiencies or inability to acquire the necessary skills, knowledge, and abilities, may be terminated.

or, at the Company’s option, may be declared surplus to the needs of the Company and placed on layoff in accordance with the layoff provisions of Article 8, irrespective of their retention rating. Employees laid off according to those provisions will retain all rights they may have under Article 3.

Dated: February 11, 2016

Society of Professional Engineering The Boeing Company
Employees in Aerospace

By Dated June 20, 2016

June 20, 2016
Performance Coaching Plans

Spirit WTPU Contract

ARTICLE 4 - ENGINEER PERFORMANCE

Section 4.1. Employee Performance Process

The Union and the Company agree that many factors contribute to performance. The Company will establish, modify and continuously improve the employee performance and evaluation process. The process will provide a documented means for the employee and the manager to assess performance and an option to build Individual Development Plans (IDP). The Union and the Company will discuss and the Company will consider in good faith any changes to the current process.

4.1(a) Both the employee and the manager are responsible for the completion of this process annually. A copy of the completed final review shall be placed in the employee’s Personnel file.

4.1(b) It is expected that occasional disagreement over Performance Evaluation content will be resolved at the lowest possible level. A skip-level manager may be involved in the process for this purpose; however, in those few instances where such resolution is not possible, the Union may involve the Human Resource Director (or designee).

4.1(c) Failure to perform to identified performance standards may result in progressive discipline.

Section 4.2 Individual Development Plan.

Employees who want to improve their skills in their current job or qualify for a job level upgrade may develop an Individual Development Plan (IDP) with Management. The IDP will generally identify a path of courses, activities, assignments and/or on the job training. Successful completion of an IDP targeted at qualifying for a higher level job shall be considered by the Company if or when promotions are available.
How To Help Your Member Through either NORA’s or Coaching Plans

1. Keep calm and listen. Your calmness may help the grievant and other participants be calm.

2. Take the best notes you possibly can – description of incidents, dates, names, places (an “old” event may be significant).

3. Note the supervisor’s behavior: Does he/she seem frustrated, angry, determined, helpful, provocative, critical, fair, unfair, etc.

4. Note the Human Resource Rep’s behavior: Does he/she do most of the talking, using words like “disappointed,” etc.

5. Note the employee’s behavior: Apprehensive, belligerent, defiant, cocky, weak or inadequate defense, meek, mild, changes subject away from performance subject at hand, blames others or other circumstances or claims others do same as he/she does but don’t get criticized for it.

6. Make sure the employee understands the terms, conditions and criticisms of the NORA and that he/she knows what is expected of him/her to comply.

7. If terms and conditions seem unclear or ambiguous, try to mediate.
   a. Is the NORA really necessary – maybe it can be retracted with regular review meetings put in its place.
   b. If the NORA will not be retracted, make sure it’s terms and conditions are clear, unambiguous and accomplishable.

8. Set up a review meeting schedule with the employee and supervisor and keep to it unless absolutely unable to.

9. Again, take good notes, especially in regards to positive things the manager says about employee’s work, or about criticisms which seem serious noting employee’s reaction, i.e., defensive, reasonable explanation, or what?

10. Try not to be too specific on details of the actual work. You may understand it but most likely a Contract Administrator won’t and for sure an arbitrator won’t.

11. Finally, get an assessment at the end of each review meeting as to how the employee’s performance is: satisfactory, improving, unsatisfactory.

What do you say to your member?

“The best way to ensure continued employment is to complete all elements of the NORA to the best of your ability and let the Contract Administrator worry about procedures.”
Notice of Remedial Action – Sample

The following editable form has been developed to assist in compliance with Letter of Understanding No. 7 - Relating to Performance Remedial Action of the Puget Sound SPEEA contracts for both the Professional and Technical Bargaining Units.

If you have any questions and/or need advice or counsel regarding the appropriate use of the form or the process itself, please contact one of your Puget Sound Employee Relations locals.

NOTICE OF REMEDIAL ACTION

To: ______________________________ BEMSID: _________________ Budget No.: ______

Your job progress is unsatisfactory.

[Specify the unsatisfactory elements and/or deficiencies]

EXAMPLES: (select one of the following statements)

Example 1
You must achieve and sustain satisfactory performance and progress on your current job or be removed from the assignment. Specifically, you are expected to

[Set forth specific expectations relating to knowledge, skills and abilities necessary for current assignments; develop a clear and cogent program for the employee to correct the performance deficiency and/or acquire the necessary skills, knowledge and abilities]

A minimum of 30 (thirty) calendar days (Contractual requirement. Management should also specify a maximum for clarity.) is permitted for the necessary improvement. Failure to achieve and sustain satisfactory performance will be cause for your termination at that time, or you may be terminated earlier if you do not show improvement or your performance deteriorates.

Please be aware that Company services are available to assist you if you have concerns of a medical or personal nature.

SIGNATURES:

Immediate Supervisor __________________________ Date ____________ Employee __________________________ Date ____________

Next Level Supervisor __________________________ Date ____________ Human Resources __________________________ Date ____________

NOTE:

• A copy must be sent the Company Employee Relations organization for review with SPEEA prior to issuance to the affected employee

[03/04/2009 Rev. 2]
Section 4 – SPEEA Financials

- Council Rep Expense Report – Sample
- Travel Expense Report – Sample
- Time Charging
- LM-2 reporting requirement
- Budget Report – Sample
- Childcare Reimbursement Request Form
## Council Rep Expense Report Form

(monthly allowance for Area Rep meetings)

<table>
<thead>
<tr>
<th>Name</th>
<th>Employee No.</th>
<th>Council District</th>
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W. Phone ( ) ____________________________  H. Phone ( ) ____________________________

Home (Mailing) Address: ________________________________________________________________

__________________________________________________________

Amount to be reimbursed to Council Rep $ ________ ($8 max per Area Rep and Council Rep)

[Please attach all original receipt(s)]

Attendance:

<table>
<thead>
<tr>
<th>Month:_____________ Year:_____________</th>
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Signed________________________ Date ________________

Please submit to SPEEA Headquarters within 3 months (required for reimbursement).

Revised 10/09/2018
Include receipts with explanation on each receipt.

### SPEEA Expense Report

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Miles Driven</th>
<th>SPEEA Credit Card</th>
<th>Cash or Personal Credit Card</th>
<th>Explanation</th>
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<tr>
<td>Jan 1, 2019 IRS Mileage Rate</td>
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<tr>
<td>Jan 1, 2018 IRS Mileage Rate</td>
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**Purpose:**

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<th>SPEEA Credit Card</th>
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<th>SPEEA Credit Card</th>
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<th>Explanation</th>
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Business Expense Reports are due within 90 days
Travel Expense Reports are due within 14 days
Child Care Reimbursement Request Form

Total Reimbursement Request $_______________________

Hours of Child Care Provided: ________________________

Number of Children Child Care Utilized For: ___________________

SPEEA Event Child Care Was Used For: _____________________ _______________________
____________________________________________________________________________________

I hereby swear and affirm that this reimbursable child care was provided in accordance with all state and federal laws that govern such transactions. In particular, this child care was provided in accordance with all minimum wage and applicable child labor laws.

_________________________   ______________________
PRINT AND SIGN NAME        DATE

For more information on how to comply with applicable laws:

California: http://www.dir.ca.gov/DLSE/dlse.html
Kansas: https://www.dol.ks.gov/laws/laws-and-requirements
Oregon: http://www.oregon.gov/BOLI/
Texas: http://www.twc.state.tx.us/customers/bemp/bempsub5.html
Utah: https://laborcommission.utah.gov/FAQ/wages.html
Federal: http://www.childcare.gov/

Rev 2019-03-12
Time Charging

SPEEA Time Charging
It is very important to properly report and record your time within the Boeing time keeping system (ETS) and at SPEEA. The following information is intended to assist you with the proper charging of your time. It is best to know how to properly “charge” your time prior to events. If you have any questions, please work with the people coordinating the meeting/event or your Contract Administrator.

Local Overhead Charging
As a Council Representative all time charging for representation of members in the workplace is charged to your Part Time Overhead in ETS. You will find this change line Number in the Time Keeping System for your Business Unit or contact your local Business Management. If there is an issue with this contact your Contract Administrator.

Partnership Activities
As a SPEEA member participating in Partnership Groups in your workplace or division Partnership Steering Teams (BCA, IDS, PW, SSG…) you will be charging either to a “Partnership” SALCO number set up for your business unit or you will charge to your organizational Part Time Overhead. You will find these Numbers in the JNS System for your Business Unit or contact your local Business Management. If you are directed otherwise in your Partnership meeting comply with that request.

If you are a member of the Partnership Leadership Team your time will be charged to Boeing (SPECL) (ETS pull down menu – “Special Union Business”) When you are selected for this level on the Partnership Team you will be instructed how to charge.

SPEEA (ETS pull down menu “SPEEA Company Business”)  
Boeing sends a bill to SPEEA for all charges to this leave with pay code. Time charged to SPEEA needs to be approved as directed by the Executive Board manual (see section 3.4 below) A copy of approvals need to be provided to paulinet@speea.org including an explanation as to the purpose of the SPEEA time.

- **For SPEEA Council meetings:** If you are attending a SPEEA Council meeting as a CR or DA (CR is not in attendance) and cannot flex your time you need to mark the time used in the column designated as such when you check in. No further reporting is necessary. If you are attending a Council meeting and do not meet the above criteria you must have your charging approved before attending or you cannot charge SPEEA.

- **For SPEEA Committee meetings:** For SPEEA Committee meetings: If you are a Committee Chair or Committee Member and cannot flex your time you will mark the SPEEA time used on the sign-in sheet. No further action is necessary.

Excerpt from the Executive Board Policy and Procedures Manual:

3.4 Employer Time Off  – All Employer time off for SPEEA business shall be authorized. Unbudgeted or non Executive Board approved time can be approved for up to 10 hours
Section 4 – SPEEA Financials

per event by any of the following: President, Treasurer, Secretary, Executive Director, Assistant Executive Director or by any two Executive Board members. Such authorization shall be provided to the comptroller. SPEEA members should try to flex their schedule and request compensated time for time they are not able to flex.

SPEEA-reimbursed leave-with-pay may be granted for:

A. SPEEA-related meetings with the Employer which are not paid for by the Employer.
B. SPEEA-related meetings with other organizations who normally do business during the member’s regular shift.
C. Verified attendance at scheduled Executive Board, Council and committee meetings during the member’s regular shift.
D. Performance of pressing SPEEA duties which must be done in a timely manner.

Immediately following the usage of SPEEA-reimbursed leave-with-pay, each affected individual will inform the Comptroller of the actual hours charged, or note time charged on the SPEEA provided meeting sign-in sheet.

LM-2 Reporting Requirement

In order to properly account for expenses chargeable, and non-chargeable for Beck and LM-2 reporting purposes, an understanding of the purpose of the SPEEA time; e.g., labor delegate meetings, special meetings requested by SPEEA Staff, special projects with SPEEA staff, etc is necessary.

SPECL (ETS Pull down Menu “Special Union Business”)

Leave with pay code for meetings with the company. SPEEA/Boeing Joint Meetings are in this category. The Boeing Company pays for these leave with pay charges.

ETS Pull Down Screen – Example (ETS Rules State Approval is required before being absent from work)

<table>
<thead>
<tr>
<th>Special Union Business (SPECL)</th>
<th>For certain union represented employees (see applicable collective bargaining unit agreement). Prior approval required before being absent from work to conduct SPEEA union business.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPEEA Company Business (SPEEA)</td>
<td>For certain union represented employees (see applicable collective bargaining unit agreement). Prior approval required before being absent from work to conduct SPEEA union business.</td>
</tr>
</tbody>
</table>
### Time Charging for SPEEA Activities (Keep a copy by your desk)

The following is a guide on time charging for the union categories listed in ETS:

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Local Overhead</strong></td>
<td>To be used if you are representing employees in investigatory interviews or investigation of potential grievances during your normal work schedule. Time charged to this charge line is paid by Boeing.</td>
</tr>
<tr>
<td><strong>Union Business - Paid</strong></td>
<td>Not to be used by SPEEA, <em>this is for the IAM only.</em></td>
</tr>
<tr>
<td><strong>Local Overhead</strong></td>
<td>To be used if you are attending joint meetings between SPEEA and Boeing during your normal work schedule. Time charged to this charge line is paid by Boeing.</td>
</tr>
<tr>
<td><strong>Special Union Business</strong></td>
<td>To be used if you are attending <em>SPEEA only</em> functions off company property during your normal work schedule. SPEEA reimburses Boeing for hours charged to this charge line.</td>
</tr>
<tr>
<td><strong>SPEEA Company Business</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2016-17</td>
</tr>
<tr>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>INCOME:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Budget</td>
</tr>
<tr>
<td>SPEEA FACILITIES:</td>
<td>6,991,115</td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES:</td>
<td>308,000</td>
</tr>
<tr>
<td>OFFICE OPERATIONS:</td>
<td>546,600</td>
</tr>
<tr>
<td>COUNCIL &amp; EXECUTIVE BOARD OPERATIONS:</td>
<td>325,700</td>
</tr>
<tr>
<td>ORGANIZING COSTS:</td>
<td>639,249</td>
</tr>
<tr>
<td>NEGOTIATIONS &amp; RESERVES:</td>
<td>50,000</td>
</tr>
<tr>
<td>BUILDINGS &amp; CAPITAL EQUIPMENT:</td>
<td>-</td>
</tr>
<tr>
<td>TRAINING, SUPPORT &amp; SERVICES:</td>
<td>586,290</td>
</tr>
<tr>
<td>AFFILIATE COSTS:</td>
<td>1,856,062</td>
</tr>
<tr>
<td>TOTAL EXPENSES:</td>
<td>11,376,976</td>
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<tr>
<td>RESERVES:</td>
<td>800,000</td>
</tr>
<tr>
<td>800,000</td>
<td>800,000</td>
</tr>
<tr>
<td>Negotiation Reserve balance 12/31/2018:</td>
<td>1,661,384</td>
</tr>
<tr>
<td>Organizing Reserve balance 12/31/2018:</td>
<td>1,325,569</td>
</tr>
<tr>
<td>Building Reserve balances total 12/31/2018:</td>
<td>4,656,162</td>
</tr>
<tr>
<td>Legal remedies (reimbursement of dues income/legal expenses):</td>
<td>900,000</td>
</tr>
<tr>
<td>INCOME OVER EXPENSES:</td>
<td>38,827</td>
</tr>
<tr>
<td>13,002,993</td>
<td></td>
</tr>
</tbody>
</table>
### Section 4 – SPEEA Financials

#### SPEEA Budget 2019/20

<table>
<thead>
<tr>
<th></th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>Projected year end (based upon 9 mon-Dec '18 YTD)</th>
<th>Working Draft Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INCOME:</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Dues</strong></td>
<td>$11,104,676</td>
<td>$10,862,662</td>
<td>$10,173,128</td>
<td>$10,351,418</td>
<td>$10,438,460</td>
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<tr>
<td><strong>Includes members and agency fee payers</strong></td>
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</tr>
<tr>
<td><strong>Beck objectors</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Miscellaneous income</strong></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td><strong>TOTAL INCOME</strong></td>
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<td>$11,062,443</td>
<td>$11,306,355</td>
<td>$10,351,592</td>
<td>$10,531,692</td>
</tr>
</tbody>
</table>

| **STAFF OPERATIONS:** |         |         |         |                                                 |                     |
| **Salaries & employer taxes** | $5,219,728 | $4,809,577 | $5,499,239 | $5,153,253 | $5,237,865 | $5,334,870 |
| **Project payroll expenses include provisions in Union Contracts** |         |         |         |                                                 |                     |
| **and expected increases in benefits costs** |         |         |         |                                                 |                     |
| **Overtime (OT) is budgeted at 8%** |         |         |         |                                                 |                     |
| **Employees** |         |         |         | **includes auto and phone allowances** |                     |
| **TOTAL STAFF OPERATIONS** | $860,357 | $791,351 | $837,298 | $825,426 | $828,147 | $813,726 |

<p>| <strong>SPEEA FACILITIES:</strong> |         |         |         |                                                 |                     |
| <strong>Property taxes</strong> | $43,500 | $43,500 | $43,500 | $43,500 | $43,500 | $43,500 |
| <strong>The building is leased from SPEEA Properties Inc. (SPInc)</strong> |         |         |         |                                                 |                     |
| <strong>Building costs are paid by SPInc.</strong> |         |         |         |                                                 |                     |
| <strong>Rent - Wichita Office</strong> | $6,500 | $7,450 | $5,000 | $5,000 | $5,000 | $5,000 |
| <strong>All building costs are paid by SPInc.</strong> |         |         |         |                                                 |                     |
| <strong>Commuting expenses paid by property management include</strong> |         |         |         |                                                 |                     |
| <strong>Utilities</strong> | $6,900 | $7,450 | $6,640 | $387 | $387 | $387 |
| <strong>Commuting expenses paid by property management include</strong> |         |         |         |                                                 |                     |
| <strong>Insurance</strong> | $40,000 | $35,299 | $35,000 | $33,304 | $35,000 | $36,908 |
| <strong>Insurance costs, includes general union liability</strong> |         |         |         |                                                 |                     |</p>
<table>
<thead>
<tr>
<th>Code</th>
<th>Category</th>
<th>Budget 2016-17</th>
<th>Projected year end (based upon 9 mon Dec '18 YTD)</th>
<th>Actual 2017-18</th>
<th>2018-19</th>
<th>Actual 2019-20</th>
<th>WORKING DRAFT Budget</th>
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</thead>
<tbody>
<tr>
<td>30</td>
<td>TOTAL SPEEA FACILITIES</td>
<td>308,000</td>
<td>320,000</td>
<td>281,000</td>
<td>280,500</td>
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<td></td>
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<td></td>
<td></td>
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<td>363,632</td>
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<td>291,049</td>
<td>279,628</td>
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<td>14,569</td>
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<td>30,000</td>
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<td>33,500</td>
<td>36,433</td>
<td>33,500</td>
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<td>1,840</td>
<td>20,000</td>
<td>-</td>
<td>6,600</td>
<td>5,000</td>
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<td>10G</td>
<td>OFFICE OPERATIONS</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>10J</td>
<td>Office Supplies &amp; Services</td>
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<td>57,330</td>
<td>65,000</td>
<td>71,219</td>
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<td>64,000</td>
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<td>65,474</td>
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<td>7,500</td>
<td>1,258</td>
<td>5,000</td>
<td>3,000</td>
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<td>10M</td>
<td>Software Licenses</td>
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<td>50,114</td>
<td>55,000</td>
<td>65,310</td>
<td>60,000</td>
<td>60,000</td>
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<tr>
<td>10N</td>
<td>Equipment Upgrades &amp; Replacement</td>
<td>18,000</td>
<td>13,357</td>
<td>18,000</td>
<td>8,871</td>
<td>18,000</td>
<td>18,000</td>
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<tr>
<td>10O</td>
<td>Equipment contracts &amp; maintenance</td>
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<td>50,575</td>
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<td>37,060</td>
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<td>26,000</td>
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<td>10P</td>
<td>postage &amp; delivery</td>
<td>65,000</td>
<td>51,200</td>
<td>62,500</td>
<td>61,455</td>
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<tr>
<td>10Q</td>
<td>Subscriptions &amp; Books</td>
<td>12,700</td>
<td>19,013</td>
<td>12,700</td>
<td>13,652</td>
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<td>11</td>
<td>TOTAL OFFICE OPERATIONS</td>
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<td>333,868</td>
<td>311,000</td>
<td>328,096</td>
<td>306,000</td>
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</tbody>
</table>
## SPEEA Budget 2019/20

<table>
<thead>
<tr>
<th>COUNCIL &amp; EXECUTIVE BOARD</th>
<th>OPERATIONS:</th>
<th>Projected year end (based upon 9 mon Dec '18 YTD)</th>
<th>WORKING DRAFT</th>
<th>AM</th>
<th>AN</th>
<th>AO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Budget</td>
<td>Actual</td>
<td>Budget</td>
<td>Actual</td>
<td>Budget</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2016-17</td>
<td>2017-18</td>
<td>2018-19</td>
<td>2019-20</td>
<td></td>
</tr>
<tr>
<td>Executive Board &amp; Executive Board Cmte</td>
<td>8,000</td>
<td>6,992</td>
<td>8,000</td>
<td>6,216</td>
<td>8,000</td>
<td>3,449</td>
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<td>Joint Committees</td>
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<td>Judicial Review</td>
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<td>1,382</td>
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<td>SPEEA Council</td>
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<td>8,669</td>
<td>5,200</td>
<td>7,984</td>
<td>5,200</td>
<td>5,445</td>
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<td>NW Regional Council</td>
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<td>21,000</td>
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<td>18,753</td>
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<tr>
<td>MidW Council Committees</td>
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<td>11,486</td>
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<td>5,979</td>
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<tr>
<td>MidW Council/Area Rep expenses</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>MidW Regional Council</td>
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<td>3,720</td>
<td>3,670</td>
<td>3,720</td>
<td>2,121</td>
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<tr>
<td>MidW Council/Committees</td>
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<td>592</td>
<td>2,000</td>
<td>592</td>
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<tr>
<td>MidW Wichita Engineering Unit (WEU)</td>
<td>900</td>
<td>-</td>
<td>500</td>
<td>-</td>
<td>-</td>
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<tr>
<td>MidW Wichita Technical and Professional Unit (WTPU)</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Mileage &amp; childcare reimbursements</td>
<td>7,500</td>
<td>5,834</td>
<td>7,500</td>
<td>7,079</td>
<td>7,500</td>
<td>6,318</td>
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<tr>
<td>Partnership activities</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Shareholder meeting presence</td>
<td>3,500</td>
<td>3,900</td>
<td>3,500</td>
<td>9,000</td>
<td>-</td>
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</tr>
<tr>
<td>Community Participation</td>
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<td>113,150</td>
<td>7,000</td>
<td>113,400</td>
<td>9,980</td>
</tr>
<tr>
<td>Trade Union Relations</td>
<td>500</td>
<td>-</td>
<td>500</td>
<td>-</td>
<td>500</td>
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<tr>
<td>Legislative Affairs</td>
<td>93,454</td>
<td>70,050</td>
<td>83,800</td>
<td>56,049</td>
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<td>66,086</td>
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<tr>
<td>SPEEA Council</td>
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<td>25,526</td>
<td>47,982</td>
<td>19,584</td>
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<td>-</td>
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<tr>
<td>SPEEA L&amp;PA</td>
<td>13,167</td>
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<td>13,167</td>
<td>34,350</td>
<td>55,150</td>
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<td>MidW L&amp;PA</td>
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<td>500</td>
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<tr>
<td>SPEEA Council Community Items (Long-term) 7</td>
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<td>500</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>MidW L&amp;PA</td>
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<td>-</td>
<td>1,400</td>
<td>-</td>
<td>1,400</td>
<td>-</td>
</tr>
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</table>

### Section 4 – SPEEA Financials
## SPEEA Budget 2019/20

### Organizing Costs:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>MidW L&amp;PA</td>
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<td>Conference, Travel and misc</td>
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<td>10,000</td>
<td>Executive Board</td>
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<tr>
<td>Executive Board</td>
<td>200</td>
<td>1,900</td>
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<td>SPEEA Council</td>
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<tr>
<td>SPEEA Council</td>
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<td>-</td>
<td>-</td>
<td>SPEEA Council</td>
</tr>
<tr>
<td>NW Council</td>
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<td>Recognition Events</td>
<td>34,000</td>
<td>23,375</td>
<td>22,000</td>
<td>22,000 - 7,500</td>
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<td>Leave with Pay</td>
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<td>235,000</td>
<td>NW Awards Banquet</td>
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<td>Organizing Reserve balance</td>
<td>8,933,569</td>
<td>920,000</td>
<td>55,000</td>
<td>Organizing Reserve balance 12/31/2019</td>
</tr>
</tbody>
</table>

### Notes:
- Conference, Travel and misc costs are budgeted within SPEEA Council budget.
- All conference travel and other activities are budgeted within SPEEA Council budget.
- Executive Board is responsible for Area Rep Recognition Gifts & Events.
- Work obligations included in Subscriptions & Books.
- NW Council meeting travel is budgeted within SPEEA Council budget.
- Young Leaders Event is budgeted within Internal Organizing/New Recruitment.
- NW Recognition Picnic is budgeted within Internal Organizing/New Recruitment.
- NW Recognition Banquet / Family Festival - moved to Membership activities.
- General LWP funds are budgeted to support recognition efforts.
- Organizing Reserve balance is used to support recognition efforts and additional Bargaining Unit activities.
**SPEEA Budget 2019/20**

### TOTAL ORGANIZING COSTS

<table>
<thead>
<tr>
<th>Year</th>
<th>Budget</th>
<th>Actual</th>
<th>Projected year-end (based upon 9 mos Dec '18 YTD)</th>
<th>WORKING DRAFT Budget</th>
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<tbody>
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<td>55,000</td>
<td>89,660</td>
<td>51,717</td>
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<td>2017-18</td>
<td>50,000</td>
<td>61,248</td>
<td>3,874</td>
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<td>2018-19</td>
<td>50,000</td>
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<td>25,000</td>
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<td>2019-20</td>
<td>50,000</td>
<td>61,222</td>
<td>3,874</td>
<td>50,000</td>
</tr>
</tbody>
</table>

### TRAINING, SUPPORT & SERVICES

- **Membership Supplies**: 10,000
- **Visibility Items**: Includes apparel item for elected positions per term - 3,600
- **Visibility Items Re-order**: Includes: Mugs, pens, kozies, spiral notebooks, lanyards, small bags, toys, wood airplanes, flying discs and pins. - 1,500
- **Electronic & other Promotion**: Facebook ads and press releases - 1,500
- **SPOTLITE**: Monthly SPOTLITE paper, supplies and zip code sorting - 1,500
- **Membership Meetings**: 35,000
- **Membership Activities**: 31,050

### NEGOTIATIONS & RESERVES

- **Negotiation Reserve balance 12/31/2018**: 1,661,384
- **General membership supplies**: 10,000
- **Re-order visibility items**: Includes: Mugs, pens, kozies, spiral notebooks, lanyards, small bags, toys, wood airplanes, flying discs and pins. - 1,500

### WORKING DRAFT Budget

- **budget**: 55,000
- **Actual**: 89,660
- **Projected year-end (based upon 9 mos Dec '18 YTD)**: 51,717
- **working draft budget**: 55,000
## SPEEA Budget 2019/20

### Training and Leadership conference

<table>
<thead>
<tr>
<th>Year</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
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<td>15,600</td>
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<td>52,000</td>
<td>57,200</td>
<td>62,400</td>
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<tr>
<td>2019-20</td>
<td>5,300</td>
<td>10,600</td>
<td>15,800</td>
<td>21,000</td>
<td>26,200</td>
<td>31,400</td>
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<td>47,000</td>
<td>53,200</td>
<td>58,400</td>
<td>63,600</td>
<td>68,800</td>
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</table>

### Council Convention

- **Projected**
  - 2016-17: 10,000
  - 2017-18: 15,000
  - 2018-19: 20,000
  - 2019-20: 25,000

### Staff Training & Education

- Includes professional affiliation

### Contract Administration Misc.

- Includes: CR & AR training, RONR, AFL-CIO Young Workers Next up Conference (NW & MidW), Labor Notes (NW & MidW), Emerging Leaders Conference, and other approved training.

### Staff travel & remote support

- Travel expenses for other than specific purposes

### TOTAL TRAINING, SUPPORT & SERVICES

- Before resolutions
  - 2016-17: 58,000
  - 2017-18: 43,000
  - 2018-19: 43,000
  - 2019-20: 43,000

### AFFILIATE COSTS:

#### IFPTE, per cap dues

- 2016-17: $4.25/mo
- 2017-18: $4.25/mo
- 2018-19: $4.25/mo
- 2019-20: $4.25/mo

#### State Organizations, per cap dues

- 2016-17: $4.25/mo
- 2017-18: $4.25/mo
- 2018-19: $4.25/mo
- 2019-20: $4.25/mo

#### Regional Organizations, per cap dues

- 2016-17: $4.25/mo
- 2017-18: $4.25/mo
- 2018-19: $4.25/mo
- 2019-20: $4.25/mo

#### Future Costs

- Assuming no changes in membership or dues levels.
## SPEEA Financials

### SPEEA Budget 2019/20

<table>
<thead>
<tr>
<th></th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>Projected year end (based upon 9 mos Dec '18)</th>
<th>2019-20</th>
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<td><strong>Budget</strong></td>
<td></td>
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<tr>
<td><strong>Actual</strong></td>
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<tr>
<td><strong>Working Draft</strong></td>
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</tr>
</tbody>
</table>

#### Conventions and activities
- **State & Local Conventions**
- **Regional Labor Council Delegates**

#### AFFILIATE COSTS
- **BUILDINGS & CAPITAL EQUIPMENT**
  - Equipment Purchases
  - Building Reserve balances total 12/31/2018: 4,858,132

#### BUILDING RESERVES
- **TOTAL BUILDING RESERVES**
  - 137,341
  - - 54,384

### Notes
- **Building reserves available**
- 2019/20 potential items include:
  - Document Retention
  - Modular office furniture
  - Building remodel
Section 4 – SPEEA Financials

- Contract Enforcement: 33%
- Union governance: 20%
- Administration: 18%
- Communications: 9%
- Legislative: 5%
- Uncategorized: 2%
- Organizing: 13%
- Ed Wells: 0%

SPEEA 2019/20 Budget
Section 5 – SPEEA Communications
Managers talk to workers every day and so do SPEEA Council Representatives!

As the union representative in the workplace, SPEEA depends on Council Reps to inform, educate, help and listen to members’ issues, concerns and ideas each and every day. Your interaction with members at work is the primary vehicle for union-to-member communication. All other communication tools are secondary to Council Reps walking their district and talking face-to-face with SPEEA members.

To assist, enhance and supplement Council Reps’ communications efforts, SPEEA’s full-time communications staff produces a variety of flyers, bulletin board notices, emails and regular publications. Council Reps are urged to become familiar with each tool so they can stay informed and are able to direct members to the wealth of information available.

- **SPEEA website** – When news breaks, you will find it first on the SPEEA website. Important union news updates are posted to the homepage. The website also contains a wealth of information to help members advance their careers, get involved in the union and contact staff and elected SPEEA leaders. Visit the website at [www.speea.org](http://www.speea.org). Access the mobile website from your mobile devices!

- **Home email** – The SPEEA home email system allows members to receive news, the SPEEA newsletter, negotiations and other updates delivered directly to your home email. The system is self-managed, allowing members to opt in or out of a particular list or the system at any time.

Sign up for home email at [www.speea.org](http://www.speea.org).
• **SPEEA News** – The biweekly union newsletter is mailed to the homes of all Council Reps and Area Reps. It is also available to members via the home email system. After reading the newsletter, CRs are urged to bring the print copy into work for routing and/or posting on workplace bulletin boards. The newsletter provides timely updates of union issues and should serve as a conversation starter in the workplace.

• **SPEEA Spotlite** – This monthly magazine is filled with more in-depth coverage of union news. Spotlite includes a monthly column by the union president and feature stories on members. It is the best source of information about union actions and activities. Spotlite is mailed directly to the homes of all SPEEA-represented employees. An archive of Spotlite magazines is available on the website [www.speea.org](http://www.speea.org).

• **Digital Spotlite and Spotlite App** - Access the enhanced digital edition of the SPEEA Spotlite from the SPEEA website or on the SPEEA Spotlite App! Browse union news and updates at the touch of a finger or click of a mouse. This format also features Spotlite Extras which gives users immediate access to useful information - contracts, Council Reps, career enhancement, and more!
• **SPEEA NewsClips** – Articles with important labor news or other issues of interest to SPEEA members are ‘clipped’ from local newspaper and broadcast media websites and emailed to Council Reps each workday. The clips are designed for forwarding to Area Reps and members in your district.

• **Bulletin Boards** – More than 290 bulletin boards throughout represented employees’ workplaces are updated monthly with news, issues and event notices with the help of SPEEA bulletin board focals.

• **Email at work** – SPEEA periodically sends breaking news via email to Council Reps at work. Council Reps may be asked (see top of each email) to forward the SPEEA email to Area Reps for distributing to members.

• **Business cards** – Union business cards are provided to all SPEEA Council Representatives. Cards show your district and contact information at work. The cards provide an easy way for Council Reps to distribute their contact information to members. Fill out the business card form provided by Terry Hall. If you don’t receive a form, contact Terry via e-mail at terryh@speea.org.

• **Visibility items** – SPEEA’s communications department manages and orders union visibility items. Council Reps are encouraged to check availability of these free items and distribute them in the workplace. Items include coffee mugs, badge lanyards, SPEEA pens, buttons, stickers and balsa wood airplane gliders free to Council Reps to distribute. To purchase SPEEA-logo apparel (shirts, jackets, caps, etc.), go to www.speea.org.

• **Media Relations** – Working with the local news media is a regular part of SPEEA communications. The work includes maintaining contacts with print and broadcast reporters. Our efforts include the general press and selected trade outlets. The work helps get important news to members and inform the news media about issues that impact members.
We want to hear from you!

- **Letters to the editor** – SPEEA publications encourage letters from Council Reps and members addressing union and workplace issues. Letters should be 250 words or less and may be edited for publication. Letters should avoid personal attacks. Send letters (with contact information to verify permission to print) to: **Bill Dugovich**, SPEEA, 15205 52nd Ave., Seattle, WA 98188 or email billd@speea.org.

- **Story ideas/deadlines** – Have a story idea, upcoming event or photo to share with SPEEA? The deadline for the biweekly SPEEA News is noon, Monday, of every payday week, and for the monthly Spotlite, the deadline is around the 10th of every month. Contact us in advance for planning purposes - to ensure space is available and the content meets SPEEA's guidelines.

Contact SPEEA Communications

- **Bill Dugovich**, Communications Director billd@speea.org, 206-433-0995 x1150

- **Lori Dupuis**, Graphic / Web Designer lorid@speea.org, 206-433-0995 x1152

- **Karen McLean**, Publications Editor karenm@speea.org, 206-433-0995 x1151

- **Amber Musselman**, Communications Support amberm@speea.org, 206-433-0991 x1115
Section 6 – Contact Information

• Contact Information
• Council District Report
Contact Information

SPEEA provides Council Rep’s basic membership information every month in a packet. It is important that each CR understands how to interpret the materials and how the information can aid the CR in doing a good job.

1. **Membership Roster** – Rosters are emailed monthly in an Excel workbook. Rosters include an employee list for your district and a list of Area Reps. For assistance please contact **Terry Hall** at terryh@speea.org.

2. **Council Rep Roster** – This roster contains your work phone number and location. If there are any changes please contact **Terry Hall** at terryh@speea.org or 206-674-7360.

3. **Membership Count by Plant Report**

4. **SPEEA Council Rep Supplies** – We can order a name badge for you, business cards and a picture of you to place on the bulletin board in your district. To order these items contact **Terry Hall**. In the Midwest contact **Vicki McKenna** at vickim@speea.org.

5. **Council Committee Roster** – List of all SPEEA and regional committees with officer’s names and contact information.
From: <TerryH@speea.org>
Date: Mon, Apr 20, 2015 at 8:04 AM
Subject: SPEEA Council District Report - E-28 - Prepared for Terry Hall
To: terryh@speea.org

Council Rep,
The SPEEA Council District Reports are intended to give Council Representatives the information they need for the SPEEA represented employees in their district. The data is provided in a CSV format that can be opened with Microsoft Excel and is to be printed on a local printer, imported into another application or used as is.

The email contains 2 CSV files, 1) a roster of SPEEA representatives (Area Reps, Council Reps and Officers) in a district, and 2) a roster of all active employees in a district.

The “District Rep Roster” lists just the SPEEA representatives in a district. It is sorted first by union code and then alphabetical by name. It includes contact information and the date through which the representative is endorsed.

The “District Employee Roster” lists all active employees in the district. The sort order is building, mail code, union code (representatives, regular members then non-members) and lastly alphabetical by name. It includes contact information for the employee. The “B-U” column is the bargaining unit code and is primarily intended for combined Prof-Tech districts. The “New” column indicates the month of last hire for employees hired in the last 11 months. The “No E-Mail” column is for employees who have notified the SPEEA office that they do not want to receive union-related e-mail. The “Chg” column indicates a recent change in a work location field (district, building or mail code). The Union Code legend appears below.

Union Code Legend

AF=Agency Fee Payer; AN=Assigned Agency Fee Payer; CR=Council Rep; AR=Area Rep; CH=Committee Chair; EX=Executive Board; MP=Member in Process-recently joined; NA=Nonmember Objector; NN=New Nonmember RG=Regular Member; TL=Teller; QP=Quit in Process

If you have questions about the files or the data please contact Terry Hall, terryh@speea.org, 206-674-7360
Section 7 – SPEEA/Boeing Partnership

- Why Partner
- Partnership Milestones
- Working Definition
- Who to Involve
- The Value of Partners
- Mutual Interest/ Mutual Benefit
- How is it different?
Why Partner

When relationships between SPEEA members and their local management work, people understand their responsibilities, have the tools and training they need, and perform well in an environment supportive of their career aspirations. In these circumstances, both individuals and organizations can succeed.

These conditions don’t happen by themselves: they require the involvement of people in the decisions that affect them. Working alone, even the best managers need the contributions of SPEEA-represented employees to make good decisions and to implement them fairly and effectively. Similarly, employees need a safe environment where they can contribute their ideas and energy to enhance quality, productivity, job satisfaction, and career development.

When SPEEA, management, and SPEEA members work together, they are capable of accomplishing much more than any of them could alone. As Council Representatives, you can help set the stage for this collaboration by:

- validating and giving visibility to employee concerns
- supporting a mutual dialogue free of the obstacles often present in the normal chain of command
- identifying and applying the assets that SPEEA, its members, and management can each contribute to their mutual success

Many of the factors that contribute to positive work environments are local and specific in nature. What can successful local SPEEA/Boeing partnerships contribute?

- Better working relationships between SPEEA, its members, and management (including Human Resources)
- Enhanced appreciation of SPEEA’s role as constructive, joint problem-solvers
- Advance discussion of issues and concerns before they become “problems”
- Greater recognition of SPEEA members’ contribution to organizational success
- More effective communication between management, SPEEA, and its members
- Higher priority for SPEEA members’ needs and concerns
- Meaningful involvement of SPEEA members in decisions that affect them
- Effective resolution of issues before invoking the grievance/arbitration process
- Mutual commitment to the success of both employees and their organizations
- Enhanced quality, productivity, job satisfaction and career development
- Sustainable, non-adversarial processes for identifying and addressing issues of mutual interest and benefit

What other possibilities would you add to the list?

Labor-management partnerships don’t mature in a linear fashion. Even the most successful partnerships experience periods of achievement and growth, disappointment and discouragement, and stagnation. These may be cyclical or the result of specific factors peculiar to an individual partnership. In either case, the histories of individual partnerships indicate a lot of trial and error. The most successful partnerships are the ones where participants understand this and embrace the attitude that when something doesn’t work, they can try something else.
Partnership Milestones

Long before the word “partnership” appeared in any official documents, SPEEA and management representatives collaborated on issues of mutual interest and benefit. Here are some examples of those efforts:

- **1992** After two years of work by the Performance Management Task Team, comprised of SPEEA members, staff, and management representatives, Work Performance Review was superseded by Performance Management in Attachment #9 of the Puget Sound contracts.

- **1995** Through a collaborative effort called SPEEA Tech Job Redesign (STJR) spanning several years, SPEEA members, staff, and people from both management and non-represented pay codes replaced outdated SPEEA Tech job descriptions and classifications, culminating in multiple changes to the Puget Sound Tech contract.

- **1995** Following eighteen months of review and revision by SPEEA members, staff, and management representatives, new language for Performance Management became Article 4 of the SPEEA/Boeing Puget Sound contracts.

- **1995** Article 20 of the Puget Sound contracts created a joint SPEEA/Boeing program, initially called the Institute for Technical Excellence and Application (ITEA), to enhance the education, training, career development and utilization of the SPEEA-represented workforce.

- **1996** The Everett Roundtable was formed to provide a venue for SPEEA and management to discuss issues of mutual concern affecting the Everett site.

- **1998** The Ed Wells Initiative (formerly ITEA), a SPEEA/Boeing joint program, was added to the Wichita Engineers contract by letter of understanding.

After the 40-day SPEEA strike in 2000, many from both SPEEA and management felt that regular communication and collaboration on issues of mutual interest was needed to build and maintain good relationships between management, SPEEA, and represented employees:

- **2000** SPEEA and Boeing agreed to a series of high-level meetings between IFPTE leadership and the Boeing CEO called the “Working Together Partnership” in the 1999 Puget Sound contracts, Attachment #31. At the same time, SPEEA and Boeing leaders in Puget Sound began to meet regularly to discuss issues of mutual concern.

- **2000** A SPEEA/Boeing Joint Oversight Committee was included in the 1999 Wichita Engineers contract, Attachment #11.

- **2000** The Facilities Partnership Team was formed to enhance relationships between employees and management through regular meetings and open discussions of SPEEA and Facilities issues.

- **2001** Following the successful model of the Facilities Partnership Team, the SHEASPEEA Team was launched to enhance relationships between employees and management through regular meetings and open discussions of SPEEA and SHEA issues.

- **2001** The Metrology Workload Split Committee formed with representatives SPEEA, Management, and IAM #751 to assure that Metrology work throughout Puget Sound is appropriately assigned between the Engineering and Production
organizations.

- **2002** CAS Partnership Teams were established to develop the relationship between SPEEA and Management by providing opportunities for early involvement and building trust.

- **2002** The SPEEA-Boeing Partnership was added to Article 20 of the Puget Sound contracts, providing funding and staff to support partnership efforts.

- **2003** After ratification of the 2002 contracts, the Partnership Leadership Team was formed to include SPEEA and Boeing leaders from Puget Sound and Wichita.

- **2004** The Renton Partnership Forum established a collaborative forum for sharing information, have open dialogue about issues, and build relationships so that they can understand and address issues before they become problems.

- **2005** The Integrated Defense Systems/Phantom Works Puget Sound SPEEA-Boeing Partnership was established in 2005 to create an environment that enables working together for mutual benefit and the application of technical excellence.

- **2006** through 2012 - Council Rep/Human Resource Generalist forums held in Renton, Everett, CAS and BDS.

  The purpose of the forums is to bring together Human Resource Generalists and SPEEA Council Representatives to enhance their ability to resolve issues collaboratively in the workplace. There were presentations by both SPEEA and HR and time to meet together to

  - Increase appreciation of each other’s perspective and roles and responsibilities
  - Begin to establish good working relationships
  - Discuss what collaborative resolution of workplace issues would look like

- **2008, 2010 and 2012** – Regional Partnership Forum

  The Ed Wells Partnership began offering an event to bring together the participants of all the Site Partnership teams at one time. The purpose of these events is to strengthen the ability to understand differing perspectives and collaborate to address topics of mutual interest by:

  - Sharing best practices in solving workplace challenges
  - Strengthening relationships among SPEEA, Management/Executives and HRGs
  - Gaining partnership skills

- **2009** – The Joint Partnership Council was established to bring together SPEEA, HR and management representatives from each of the Site Partnership teams periodically to share best practices and network across partnership teams.
Working Definition

Labor-management partnerships can and have taken different forms, pursued different goals, achieved different ends. Though it’s important for participants in specific partnerships to share interests and goals, it’s not necessary for everyone involved to agree on a single definition of partnership in general. For people who are trying to get their minds around the concept and grasp how it’s different from what they usually experience in their relationships with their union or management counterparts, it’s sometimes helpful to have some kind of working definition or mental model that they can test, validate, and improve based on their actual experience.

- Looking at some well-known labor-management partnerships, such as the Kaiser Permanente Labor Management Partnership
- Harley-Davidson, IAM, and PACE
- Boeing Philadelphia and UAW

Some features stand out that might constitute a working definition of labor-management partnership:

“Representatives from management, the union, and represented employees working together voluntarily on issues of mutual interest for their mutual benefit.”

The elements of this definition each imply something important at a very high level about:

- why are you there?
- who else needs to be there?
- what will you do together?
- how will you interact with each other?

Obviously, such a definition isn’t a procedure for establishing an effective labor-management partnership. As mentioned above, there is a tremendous variability in approaches to partnership, even among the most successful ones. It does, however, direct our attention to questions that the participants will have to address either early or late in their collaboration in order to succeed.

These questions are strongly inter-related. For example, why you are there will say a lot about what you intend to accomplish, who else is necessary in order for you to be successful, and what kind of relationships you want to create with your counterparts; having the right people participate will engage the resources and sponsorship necessary for success; unity of purpose can provide the openness and teaming necessary to mature; clarity around what you intend to do will enable you to achieve your goals and create joint ownership of your processes and products.

The questions don’t need to be answered perfectly, once and for all, before anything can be attempted or accomplished. Learning together and making adjustments based on experience are essential to any new venture, especially labor-management collaboration. However, if they are never discussed at all, you are more likely to learn “the hard way”, undergoing unnecessary frustration and discouragement.

Once discussed and agreed upon, it’s useful to review these questions periodically to determine whether you’re still on track or a change in direction is needed. A charter, defined process, or other written record of your answers can also serve as a living document to remind participants of why they agreed to collaborate in the first place.
Who to Involve

If participants in labor-management partnership can be “representatives from management, the union, and represented employees,” who might these include?

- **Management**: Supervisors, second-level managers, directors, executives, Human Resource Generalists and their managers, Union Relations staff?
- Can you think of others who could bring management’s perspective, expertise, and resources to bear?
- **SPEEA as an institution**: SPEEA Council Representatives, Executive Board members, and staff?
- Are there others who, by virtue of their positions in SPEEA, can be said to represent the views and interests of both SPEEA as an institution and its membership?
- **Represented employees**: Area Reps, members with interest or expertise in particular issues or who have demonstrated their commitment to collaborative problem-solving?

What other characteristics would you want SPEEA members who participate in partnerships with management to have?

With so many possible participants, it may seem difficult to narrow down the list. But, in fact, local labor-management collaboration doesn’t have to include every conceivable participant. It may be as small as one Council Rep and one Human Resource Generalist who agree to talk regularly, exchange information on emerging issues and look ahead to decisions and initiatives that will impact the membership. It may be an ad hoc SPEEA/Boeing team chartered to address a single significant issue. It may be as large as a standing site partnership that needs representation from all the programs and functions at a particular location. Or it may be anything in between.

Here are two parameters to consider when thinking about who should be included:

- **Scope: who is affected by the issues you’d like to address?** The larger the number of people affected, the larger the circle of participants who will be required to generate meaningful dialogue, identify issues and possible solutions, contribute resources, and create ownership in the plan and its outcomes. If, for example, the issues are limited to the SPEEA members in a particular work group or small organization, it might be sufficient to include local management, Human Resources, SPEEA elected officials from that area, and members with particular expertise. If the issues affect SPEEA members at the site level, then a broader representation from all three categories (management, SPEEA, and the membership) would be required.

- **Purpose: what are you trying to accomplish?** If the purpose of your partnership is to improve communications between SPEEA members and their management, it’s important to include those who have information to share and those who can
establish and maintain the means for sharing it effectively. If it is to work together on issues of mutual interest for mutual benefit, it’s important to include the **key stakeholders** who can **discuss, decide, and deliver** outcomes that work for all. **Please note**, however, that it’s not always necessary to have the final management decision-maker in the room for partnership meetings any more than it’s necessary to have every affected SPEEA member there. What’s important in both instances is that they know, understand, and approve the work of the partnership. In some cases, SPEEA and management partnership participants have taken their recommendations together both to management and SPEEA members for validation and action.

The responsibilities of SPEEA Elected Officials

As elected officials, SPEEA Council Representatives and Executive Board members have dual responsibilities in labor-management partnerships:

- **They represent SPEEA as an institution:**
  - Their words and actions reflect on the competence and credibility of SPEEA as the representative of the membership; therefore they are often called upon to set aside their personal interests to pursue the good of all. Managers may judge SPEEA’s effectiveness by how well they do this, and their impressions can affect SPEEA/Boeing relations on other issues and in other venues.
  - Participation by SPEEA elected officials signals to the members that they can express concerns that they might not feel comfortable expressing in their normal work environments. For this reason, it’s important for Council Representatives and Executive Board members to promote partnership environments where constructive, meaningful dialogue can occur without fear of retaliation.

- **They represent SPEEA’s members.** So they seek to:
  - keep members informed of the partnership’s purpose and activities
  - actively solicit members’ views on partnership issues and present them to their partnership teams
  - work with their management partners to create opportunities for members to participate in partnership activities when appropriate

SPEEA member involvement

SPEEA members who are not elected officials can participate in partnership activities. They may, for example, serve on task teams that are chartered to study or address specific issues. Or they may be invited to participate in initiatives because of their special interest or expertise. In either case, it’s sometimes unclear to them whether they are expected to represent the views of the membership or their personal perspectives. They may not be qualified to speak for others’ interests or feel safe expressing ideas and opinions outside of what would be acceptable in their normal work environments. To be fair to them, make the most of their contributions, and allow them to have a positive experience of partnership, there needs to be **explicit agreement between the SPEEA and management partners on clear expectations for their roles, responsibilities, and boundaries.**
The Value of Partners

One element that contributes significantly to the success of labor-management partnerships is the willingness of the partners to recognize, appreciate, and utilize the different assets that they each bring to the table. This would seem to be the *sine qua non* of partnership: understanding how together the participants can achieve more than any of them could alone.

If you were to list the assets that management as a community brings to partnership, would your list include:

- Resources, authority, and influence?
- Information about future business direction and organizational vision?
- Business and technical expertise?
- Modeling behaviors that are emulated in the workplace?
- Making decisions that influence change in the culture?
- Determining rewards for and recognition of the workforce?
- Defining how they will use their influence and authority?
- Opening the door to change and new opportunities?
- Oversight of the work environment (e.g., flex schedules, hoteling, overtime, assignment distribution, utilization)?
- Provision of vital information through supervisors as a critical link between employees and the organization?
- Application of rules, policies, procedures, processes?
- Inspiring and motivating employees?
- Providing information to the workforce on what is or will be considered “value added” in the future?

What other assets would you add to your list?

How could management apply these in partnership for the benefit of both the employees and the organization?

If you were to list the assets that SPEEA as an organization brings to partnership, would your list include:

- Creating a safe venue for employees to raise issues and express ideas?
- Ability to elevate issues to a higher level?
- Ability to take “initiative” to reality?
- Credibility with workforce?
- Ability to communicate quickly and effectively?
- Accountability – providing assurance that management will "walk the talk"?
- An independent, outsider's view of the workplace?
- Providing a “balance of power”?
- Influence over employee morale and attitudes?
• A catalyst for change with a broad stakeholder perspective?
• A collective voice for employee interests and concerns?
• Affiliations with other labor organizations to acquire best practices, resources, and influence?
• A democratic process with a balance of interests?
• Heightened awareness of employee issues?
• An independent voice for expressing employee interests and concerns?

What other assets would you add to your list?

How could SPEEA apply these in partnership for the benefit of both the employees and the organization?

If you were to list the assets that SPEEA members bring to partnership, would your list include:

• Intellectual and behavioral capabilities?
• Knowledge, judgment, and experience?
• Energy and passion?
• A unique stakeholder perspective?
• Front line knowledge and experience of what works and what doesn’t?
• Discretionary effort?
• Personal investment in outcomes and success?
• “Hearts and minds”: commitment?
• Ability to mobilize and create synergy?
• Enormous influence over ultimate outcome and success?
• Effective, informal grassroots culture?
• Opinion leaders?
• Continuity in
  - Product knowledge?
  - Collective wisdom of organizations?
• Critical mass/momentum?
• Diversity?
• What other assets would you add to your list?
• How could SPEEA members apply these in partnership for the benefit of both themselves and the organization?
Mutual Interest / Mutual Benefit

What does it mean to work together in partnership “voluntarily on issues of mutual interest for mutual benefit”? 

Voluntary

There is no requirement that an organization or site have a SPEEA/Boeing partnership or that any individual participate in one. People choose to participate because:

- they see the potential benefit for SPEEA, its members, and their organizations
- they believe that in collaboration they can accomplish more than any of them working alone by utilizing the different assets that they each bring to the partnership
- they are willing to make the investments of time and energy necessary to succeed
- they understand the responsibilities of leadership and how it contributes both to their personal development and the good of all

Mutual Interest

Mutual interest reflects the overlap of mission that exists between SPEEA, SPEEA-represented employees, and their management. It calls attention to their inter-dependence and underscores the benefits of working together.

For example, SPEEA, SPEEA-represented employees, and local management share an interest in employee career development:

- Employees are interested because they want to enhance their knowledge, skills, job security, satisfaction, recognition, and salaries
- SPEEA is interested because it wants to advance the priorities of its members in effective ways that demonstrate the value of the union
- Local management is interested because it wants employees who are skilled, productive, knowledgeable, and satisfied

Interest drives commitment. When people assign a high priority to an area of interest, they are more motivated to do those things that will serve that interest. Something people discover early in their experience with labor-management collaboration is that the other participants are already very good at determining their interests and priorities. As a result,

- they cannot be persuaded to be interested in something when they’re not
- they cannot be forced to be interested in something when they’re not
- they can be offered the opportunity to reflect on their interests and explore the possibility of furthering them by working together

Mutual Benefit

Mutual benefit is the deliverable of labor-management partnership. When it is perceived as insufficient, unclear, or even counter-productive by the intended beneficiaries, the value of the collaboration is seriously questioned. Therefore, participants in successful
partnerships:

- make the effort to find out what those they represent really need
- work together to define work plans to address those needs that are doable and within scope, even when it means making progress rather than solving the whole problem
- engage the intended beneficiaries in the process whenever possible
- communicate the progress and activities of the partnership to the intended beneficiaries regularly, inviting their input throughout the process
- prepare to make course corrections based on that input
- make their achievements visible to those who are affected
How is it different?

Local labor-management partnerships are different from either contract enforcement or integrated work teams in many ways and often require different skills, roles, and expectations. Here is a brief comparison of some of the differences:

**Contract Enforcement**

- Management authority is provided by the board of directors, state and federal laws and regulations
- Union authority is provided by the National Labor Relations Act, collective bargaining agreements, state and federal laws and regulations, company policies and procedures
- Unions, as the elected representatives of the bargaining units, function as advocates in an adversarial system, negotiating contract terms and policing managements’ compliance
- Conflicts may be resolved through negotiations, grievances, appeals, arbitration, the National Labor Relations Board, and the courts

**Integrated Work Teams**

- Management authority derives from the chain of command and is exercised according to statements of work developed at higher levels
- Employee authority is provided by management direction or consent for statements of work developed at higher levels
- Employees, as agents of the company, function by management direction or consent according to job descriptions, performance goals, and organizational parameters
- Conflicts may be resolved by taking them up the chain of command to a management authority empowered to do so

**Local Labor-Management Partnerships**

- Participant authority is provided by mutual consent, sponsored by those represented
- Participants engage voluntarily
- Participants function based on mutual interest for the mutual benefit of those represented
- Conflicts are the responsibility of the participants to resolve

In labor-management partnerships, therefore, the participants work together in a context with more ambiguity, have more responsibility, and can explore more possibilities than in traditional labor relations or integrated work environments. These differences can have the impact of:

- increasing the need for regular and routine “closed-loop” communications between partnership participants and those they represent
- shifting the focus of communication between the partnership participants themselves away from negotiation and persuasion toward joint exploration and
open collaboration

- adopting processes, setting goals, and implementing plans by mutual consent rather than by either reference to written or external authorities
- changing conflicts into opportunities for growth, rather than denying, managing, or “winning” them
- allowing greater synergy by utilizing the assets that each party brings to the partnership
Section 8 – Organizing Your District

- Organizing Your District - Helpful Tips
- Sample Monthly Roster Email and Roster
- Emailing Your District/Sample Email Format
- New Hire/Transfer Outreach
- Identifying Leaders
- Suggestions When Asking for Volunteers

As Council Representatives, you are asked to maintain communications with all SPEEA-represented employees in your district to ensure members receive information from SPEEA leadership and that they have a way to communicate with the leadership.

A strong communication network builds solidarity.

This section covers ways to organize your district to improve communications and build solidarity.
You don’t need a SPEEA-wide activity to create activity in your district!

- **LUNCHTIME MEETINGS** - Contact staff regarding workshops available for members in your district. Workshops include:
  - Performance Management
  - Retirement and/or Financial Planning
  - Open Enrollment
  - Introduction to Negotiations
  - Ed Wells Partnership

- **TRY TO MEET EVERY MEMBER** (in person) WHO CONTACTS YOU with a question, concern, email and take the opportunity for them to put a face to the union (instead of just an email).

- **GREET NEW HIRES/TRANSFERS** - They are flagged on your monthly roster under Change or New.
  - For a larger number-schedule a lunch time meeting to talk about SPEEA (staff and Ed Wells Ambassadors are available), or if you only have a few, take along an AR to meet them.

- **SCHEDULE MONTHLY AREA REP MEETINGS** during lunchtime. The Council has authorized $8/Area Rep per month for these meetings for food. Work with staff to incorporate training into this time.

Contact SPEEA staff April Rebollo (South Sound and Bellevue) or Susanne Murphy (Everett) for support on any of the above activities as well as putting together a plan to better organize your district.
Do you have an updated email distribution list?

- Every month, you get an updated list from Terry Hall. Use this to update your distribution list(s).
- Consider splitting up your monthly roster with other CRs and Area Reps to spread out communication in your district and help increase the faces of our union.
  - Make a plan to split it up-by floor, manager, building, mailstop, etc…
  - Make a plan with ARs/other CRs to update lists regularly

Do you have an email distribution list made up of your district activists?

- You should be communicating with this group a lot more and include all:
  - Area Reps, Bulletin Board focals, Committee Chairs, Tellers, Executive Board members, Council Chairs and ACT Site focals. (Updated and sent monthly by Terry)
    - ACT Site focals - The Action Communication Taskforce (ACT) committee has volunteer focals for each work site. The ACT site focal can help coordinate communications and new hire/transfer outreach within your site. Contact staff to find out who the focal is at your site.
  - Activists-active members you hope to help develop into other roles in our union.
- Maintain this list separately—you will be adding activists which won’t be flagged on your district roster. This group of leaders helps to keep members involved, updated and engaged.
- Make an attempt to meet all of your district activists if you haven’t already

Make sure you know where all bulletin boards are and who updates them

- SPEEA staff maintains a current list of Bulletin Boards and their focal name
- Council Reps are encouraged to delegate updating bulletin boards to an Area Rep
- As a CR, you are encouraged to make sure boards are being updated
From: <TerryH@speea.org>
Date: Mon, Apr 20, 2015 at 8:04 AM
Subject: SPEEA Council District Report - E-28 - Prepared for Terry Hall
To: terryh@speea.org

Council Rep,

The SPEEA Council District Reports are intended to give Council Representatives the information they need for the SPEEA represented employees in their district. The data is provided in a CSV format that can be opened with Microsoft Excel and is to be printed on a local printer, imported into another application or used as is.

The email contains 2 CSV files, 1) a roster of SPEEA representatives (Area Reps, Council Reps and Officers) in a district, and 2) a roster of all active employees in a district.

The “District Rep Roster” lists just the SPEEA representatives in a district. It is sorted first by union code and then alphabetical by name. It includes contact information and the date through which the representative is endorsed.

The “District Employee Roster” lists all active employees in the district. The sort order is building, mail code, union code (representatives, regular members then non-members) and lastly alphabetical by name. It includes contact information for the employee. The "B-U" column is the bargaining unit code and is primarily intended for combined Prof-Tech districts. The “New” column indicates the month of last hire for employees hired in the last 11 months. The “No E-Mail” column is for employees who have notified the SPEEA office that they do not want to receive union-related e-mail. The “Chg” column indicates a recent change in a work location field (district, building or mail code). The Union Code legend appears below.

Union Code Legend

AF=Agency Fee Payer; AN=Assigned Agency Fee Payer; CR=Council Rep; AR=Area Rep; CH=Committee Chair; EX=Executive Board; MP=Member in Process-recently joined; NA=Nonmember Objector; NN=New Nonmember RG=Regular Member; TL=Teller; QP=Quit in Process

If you have questions about the files or the data please contact Terry Hall, terryh@speea.org, 206-674-7360

2 attachments — Download all attachments

- 04-20-2015 - SPEEA Representative Roster for District E-28.csv 3K
- 04-20-2015 - SPEEA Represented Employee Roster for District E-28.csv 64K
Sort by Name, Floor, Mail code, etc.
Emailing your district

When you receive an email from SPEEA_INFO OR SPEEA:

» Save a copy of the first email

1. Always BCC the list you are emailing
   - We don’t want to initiate lots of “reply all” email chains - this prompts people to get off lists. SPEEA does not release email address lists.
   - Limit recipients on each email to 200.

2. Subject Line
   - Repeat the heading on the original email.

3. Check the header
   - This indicates who else received the email.
   - Delete this prior to “forwarding” to your distribution list.
   - Please communicate with members – means forward to your distribution list.

4. When sharing email don’t add a long message on top of the SPEEA email
   - The emails sent from SPEEA have been crafted to give the pertinent information needed. If you want to add something to the email, keep it personal and concise. Try to keep it to no more than two or three sentences.

See sample email on next page
Sample message in the “Official SPEEA email format.”

This is intended for corresponding official information with CRs, ARs or all SPEEA-represented employees.

#1 BCC: Put your distribution list here

#2 SUBJECT LINE: Should repeat the heading on the email

Message to SPEEA-Boeing Council Reps – Please communicate with ARs and SPEEA-represented employees

To all SPEEA-represented employees in District Y3:

Tomorrow is the deadline to make changes to your benefits. If you have a question about any of the plans—please contact me and I can help you get answers.

Council Rep Y/Contact Information

Open enrollment - deadline to make changes

Thursday, June 4, is the final day to make changes to your benefits at The Boeing Company.

If you don’t already have long-term disability insurance, this is your last chance to sign up. SPEEA mailed a letter to everyone in the bargaining unit who doesn’t have this benefit because it is critical in preventing a financial crisis if you ever go on extended medical leave.

To learn more about overall benefit changes resulting from SPEEA contract negotiations, check out articles in the April and May Spotlight magazine and recent SPEEA News.

With the successful contract gains going into effect July 1, be sure you are signed up for the benefit plans right for you and your family.

Email comments - speea_info@speea.org
Sign-up for SPEEA home email - www.speea.org
SPEEA - IFPTE Local 2001
Professional Aerospace Union
New Hire/Transfer Outreach

It is important to welcome new hires/transfers into each SPEEA district and to have a discussion about the value of a union. A new hire/transfer should also understand their rights and how to go about getting answers to their questions. Your monthly district roster from SPEEA will flag any new hires/transfers. They will appear on your monthly roster under ‘New’ and ‘Change’.

Have a lot of new hires/transfers to reach out to?

Consider scheduling a lunchtime meeting. SPEEA staff can attend and help with a topic.

SPEEA staff can help prepare a lunch time training on a variety of topics including information about Ed Wells, negotiations, Performance Management, and a condensed version of SPEEA 101.

Only have a few new hires/transfers?

Consider stopping by to introduce yourself in person, and take along an AR too! Some CRs have delegated greeting new hires to one or more Area Reps who can also hand out CR’s cards. Take along a visibility item (SPEEA t-shirt, coffee mug, notebook). ACT Site Focals can help with this outreach effort.

- Establish a time to meet up with the new hire/transfer. (These meetings should happen during lunchtime, break time, before or after work for you and the new hire).
- If their location information is missing, check outlook or the employee white pages to see if information is updated. Call them if you can’t find a good location.

Introduce yourself and welcome them to SPEEA.

Some suggested talking points:

- Ask them what they know about SPEEA-get them talking!
- Explain who SPEEA is, and that you are the elected workplace advocate representing them.
- Ask if they have any questions about SPEEA, benefits, their rights, the contract.
- Remind them about the Ed Wells Partnership and the opportunities available to them.
- Let them know where the closest bulletin board is located.
- Give them your business card and let them know where to find you.
- Let them know how they will be updated on union issues (whose distribution list they are on).
- Invite them to the next SPEEA 101 at the union hall for dinner.
Identifying Leaders

Representative Leadership

SPEEA is most effective when our leadership includes representatives from a diverse group of departments, classifications, ages, company seniority levels, races, religions, educational backgrounds, cultures, ethnicities, genders, sexual orientations and identities.

When looking for member leaders in the workplace, here are a few things to look for:

- Leaders have followers – look for those co-workers who naturally take the lead in a positive way and have people who follow them.
- Leaders are good listeners – is there someone you know who co-workers go to consistently to talk through issues?
- Leaders communicate well – they are able to have conversations with leadership and membership and help to facilitate those conversations where possible.
- Leaders take risks- working for change and representing others can be confrontational and emotional. Look for those who work to make things better in spite of the risks.
- Leaders follow through- they keep their commitments to others, communicate when things have changed, and understand their own limits.
- Leaders involve others- identify who others want to work with. These people are natural team builders and can best utilize the full strength of all members.

These are just a few ways to identify leaders who can fill positions like Designated Alternate, Area Representative (AR) or Council Representative.

Ways to recruit new leaders

- **Ask them in person** – Face to face conversations are always best.
- **Why them?**- Let them know what leadership qualities you have identified in them that make them well suited for the position and how these qualities will be effectively used to make change.
- **Make it easy to say “Yes”**- Have a detailed plan with a specific request in mind. It is easier to commit to do something when you understand what you are committing to do. For example, if you’re asking someone to act as an AR have the AR responsibility sheet handy and detail why filling the position is important.
Suggestions when asking for volunteers

Asking builds activity. Always ASK people in person!

- **Make it easy to say “Yes”!** Have a detailed plan with a specific request in mind. Most people will not commit to do something unless they understand fully what they are committing to do. It’s easier for them to say no than it is to extract clarification from the requester.

- **Start simple.** In the beginning people are more willing to volunteer if it’s something within their comfort zone. Later, when they are fully engaged, they may be willing to take on more.

- **Show how they will make a difference.** Let them know why you chose them as the right person to participate and how their role is integral to achieving the big picture goals. People are more likely to be reliable when they know others are counting on them and that their role is important.

- **Answer the question, “what’s in it for me?”** Even though most people don’t ask this question out loud, they DO ask it internally. People have their own reasons for volunteering and by discussing their goals and expectations you can help them discover what’s in it for them.

- **Be Brave!** Asking something of others can be a challenge. Their key to achievement is not to be stopped by fears like rejection or limited by pride, shyness, or other barriers.

- **Individualize your approach.** People volunteer for different reasons and the same approach won’t work for everyone. Through active listening and inquiring conversation you may be able to identify where you share common ground and what matters to them. With this information you can individually tailor your approach.

- **Under promise and over deliver.** Fulfill your promises, no matter how small. For example, “When you say ’I’ll get back to you”, do it.

- **If your cause or concern is important, someone saying “no” to it doesn’t make it any less important.** Giving up too easily devalues your cause and damages your credibility. A willingness to accept rejection and not be stopped by it actually has the power, over time, to convince another person of the validity of whatever it is you’re committed to.
Interview Checklist
SPEEA COUNCIL REP
QUICK REFERENCE GUIDE

Fact Finding Team, Security, Ethics and EEO Interview Checklist

**DURING THE INTERVIEW:**

1. Take extensive notes of the proceedings, do not share these with the investigator.
2. Remain impartial and objective, but remember you are the advocate.
3. Ask a question only when you are sure that the answer will help the employee's case.
4. Insist that a written statement, if any, is only another form of the security investigator's notes.
5. If necessary, caucus if the employee appears to be willing to sign the statement.
6. If the employee insists on signing the statement, advise them to ask the following questions:
   a) Can the written statement be used as justification for discipline?
   b) Can the employee receive a copy of the statement once it is signed?
7. Do not sign the statement as a witness, even if the employee signs.
8. Neither you nor the employee should sign a "Confidentiality Form".

**BEFORE THE INTERVIEW:**

1. Employee must REQUEST SPEEA representation.
2. Check to see if the employee has been told why they are being interviewed. If not, ask the employee for possible reasons.
3. Advise the employee of the following:
   a) They should insist on knowing the specific reason for the interview.
   b) They have the right not to admit to any wrongdoing.
   c) Any admissions MAY be used against them later.
   d) They should not assist in the development of a written statement: i.e., writing it, reviewing it for accuracy or signing it.
   e) They may request a caucus to speak to the SPEEA Rep privately as necessary. (Tip: Provide a code word so they will request a caucus at your request.)
   f) They should insist on being treated in a professional and non-intimidating manner.

**AFTER THE INTERVIEW:**

1. Advise the employee that they have a right to SPEEA Representation in any follow-up security interviews or disciplinary meetings.
2. Submit a report to the SPEEA Contract Administrator.

**You can:**

- Ask pertinent and/or clarifying questions
- Match enthusiasm of management and/or security
- Advise the employee not to answer abusive, misleading, badgering or harassing questions
- Call for a caucus at any time and call SPEEA Headquarters for advice (technically, the employee has the right to call a caucus)

**You cannot:**

- End the meeting
- Intentionally obstruct the meeting

**You should:**

- Advise employees not to sign the security interviews statement. It is simply the investigator's notes for the meeting.

**Investigator Responses**

If the investigator says that you are to be 'merely a witness':

“I am the representative of the employee, per the SPEEA contract and in accordance with federal labor law.”

If the Investigator persists:

“I am aware of Article 12.3 in the Contract. The union intends to fully cooperate in good faith investigation by the employer. However, in my role as the exclusive bargaining representative for this member I am afforded certain representational duties and rights under Weingarten Rights.” **NLRB v. SW Bell, 730F, 2d166 (5th Cir. 1984).**

OR

“I am here as an employee advocate under the Contract and the NLRA. As such feel free to ask any questions you have as I'm not trying to interfere with a good faith investigation.”

If the Investigator asks you to sign a Non-Disclosure Agreement or Confidentiality Agreement:

“I respectfully decline to sign this agreement. As the exclusive bargaining representative for this member, I have the right to discuss this matter with SPEEA's Executive Board and their staff. As a Boeing employee, we are all covered by Boeing Code of Conduct which covers this.”

OR

“Wow, the lawyers are really keeping tabs on your HR types! However, I am obligated by the NLRB to represent this employee and may have to share pertinent information with SPEEA officials and won’t be signing the form.

If the investigator reads his/her notes and asks you or your member if you agree with them:

“(Our Member) answered your questions to the best of my (his/her) recollection.”

If the Investigator asks you to sign his/her report:

“I respectfully decline to sign this report and advise my member to not sign the report either.”

OR

Those are YOUR notes of the employee responses to YOUR questions. I’ll assume that you’ve accurately and honestly recorded it as such but I’m not inclined to sign off on your thoughts.

SPEEA
IFPTE LOCAL 2001

Rev. 5-15-2019
Employee Corrective Action Process Requirements (ECAPR)

This procedure 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.

IN ACCORDANCE WITH S.C. CODE § 41-1-110, THIS DOCUMENT IS NOT AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT.

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1. Introduction

The purpose of this writing is to provide information and procedural guidance regarding implementation of employee corrective action (ECA) per the requirements set forth in PRO-1909, “Administration of Employee Corrective Action” and other related process documents.

The goal of ECA is to correct unacceptable conduct and to avoid its repetition. The following matrices were designed to establish fair and consistently applied rules of conduct. In support of Human Resources’ strategies, this document is designed to enhance and deploy a consistent enterprise-wide ECA process.

This document is maintained by the ECA organization to provide managers, Human Resources professionals, and employees with information and procedural guidance on ECA. It is designed to be a one-stop resource document. Although printing a copy may be convenient, it is not recommended. The information is updated often, and printed copies may not reflect the most current version.
2. Case Review

Information must be gathered, including all relevant facts and data. The type of information required will be determined based on the alleged violation. The employee alleged to have violated expectations must be given an opportunity to respond to the allegations. Typically, a statement is not required for attendance and performance issues; however, the employee should be advised he/she can speak with HR if there are concerns or questions about the process.
### 3.1 Matrices Introduction

Use these matrices to review the facts and findings of the investigation. When making the employee corrective action (ECA) decision, consider the General Factors Matrix along with the relevant Violation Categories of misconduct identified in the Violations Matrix. Determine how egregious the misconduct was and what the appropriate level of ECA should be.

Identify the General Factors, if any, which apply and then the appropriate violation codes from the listed Violation Categories in the Violations Matrix (see section 3.3). Consider multiple violations, as necessary, to ensure the facts of each case are thoroughly addressed.

The mitigating and aggravating factors identified in the General Factors and Violation Categories are provided to support and solidify a decision to mitigate or aggravate the final ECA outcome. The mitigating and aggravating factors are not all-inclusive with respect to the possible types of violations that may occur. Mitigating and aggravating factors cannot be used to justify reducing or increasing the level of ECA more than one step without concurrence from the ECA organization.

### 3.2 General Factors Matrix

<table>
<thead>
<tr>
<th>General Factors</th>
<th>Definition</th>
<th>Mitigating and Aggravating Factors</th>
</tr>
</thead>
</table>
| Active ECA History    | If an employee has active ECA of similar Violation Categories on file or multiple corrective actions across categories (Code 3O), then progressive ECA is appropriate. Minor violations (which usually result in verbal warning) occurring after Time Off From Work (TOFW) has been issued should be evaluated on a case-by-case basis for progressive ECA. These cases need to be coordinated with an ECA Program Manager before action is taken. **Note:** There are exceptions for violation codes 3M, 3L, and 3Q; refer to these codes below in [sections 4.1 and 4.2](#). | **Mitigating:** never  
**Aggravating:** always                                    |
| Employment Record     | The employee’s ECA history, record of conduct/process compliance, and level of work performance may be examined. Conduct, process compliance, or work performance above standards may mitigate the level of ECA. Prior ECA history, process noncompliance and/or work performance below standards may aggravate the level of ECA. Application of this factor requires coordination with an ECA Program Manager. | **Mitigating:** possibly  
**Aggravating:** possibly                                |
### General Factors

<table>
<thead>
<tr>
<th>General Factors</th>
<th>Definition</th>
<th>Mitigating and Aggravating Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length of Company Service</td>
<td>Length of company service may impact the employee's understanding or exposure to company expectations, communications, or culture. Application of this factor requires coordination with the ECA organization.</td>
<td>Mitigating: possibly Aggravating: possibly</td>
</tr>
<tr>
<td>Job-related Knowledge, Skill, Training or Experience</td>
<td>An employee’s job knowledge, skill, training or experience should be examined when the behavior or violation is related to the employee’s performance of his or her job. Process misapplication/misinterpretation, lack of experience, unclear or lack of training, may mitigate the level of ECA. Employee has had applicable training, knowledge, experience, and actions are deliberate, willful, or have significant impact may aggravate the level of ECA.</td>
<td>Mitigating: possibly Aggravating: possibly</td>
</tr>
<tr>
<td>Impact on the Company’s Business</td>
<td>Behaviors or violations cause an actual specific negative financial and/or legal liability, impact or measurable negative effect on quality, cost, delivery, safety, morale, or reputation.</td>
<td>Mitigating: never Aggravating: impact or effect is clearly identifiable or measurable.</td>
</tr>
<tr>
<td>Illegal Acts</td>
<td>Application of this factor requires coordination with ECA and the Law Department.</td>
<td>Mitigating: never Aggravating: possibly</td>
</tr>
<tr>
<td>Violations of a Government Regulatory Compliance Requirement</td>
<td>Behaviors or actions which violate government regulatory compliance requirements. Includes but is not limited to requirements by federal, state, and local governments, both foreign and domestic, as well as from the military and emergency responders.</td>
<td>Mitigating: never Aggravating: possibly</td>
</tr>
<tr>
<td>Voluntary Disclosure Prior to Discovery</td>
<td>Employee reporting of misbehavior or violations prior to discovery by the company. Admission by employee during an investigation or questioning does not constitute voluntary disclosure.</td>
<td>Mitigating: possibly Aggravating: never</td>
</tr>
<tr>
<td>Concealment</td>
<td>Any effort by an employee to conceal activity or behavior that is deemed to be a violation of policy, procedure, or expectations. Includes attempts to conceal information or data related to misconduct. <strong>Note</strong>: Being out of the work area without any other concealment actions does not apply.</td>
<td>Mitigating: never Aggravating: possibly</td>
</tr>
<tr>
<td>Passage of Time After Violation or Discovery</td>
<td>Excessive passage of time between the violation and its discovery or between the discovery and a decision to take corrective action. Application of this factor requires coordination with the ECA organization.</td>
<td>Mitigating: possibly Aggravating: never</td>
</tr>
<tr>
<td>Responsibility as a Representative of the Company</td>
<td>Additional examination should occur when behaviors or violations are directly related to the following roles: • Management • Employees with leadership responsibility • Agents of the company</td>
<td>Mitigating: never Aggravating: possibly</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – continued

#### 3.3 Violations Matrix

<table>
<thead>
<tr>
<th>Violation</th>
<th>EITS Code</th>
<th>Reference</th>
<th>Definition and ECA Level</th>
<th>Mitigating and Aggravating Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>EEO (Must be investigated by EEO or Designee)</td>
<td>1B</td>
<td>PRO-4332 PRO-784 PRO-6929</td>
<td>Harassment Policy (EEO—Excluding Sexual) Verbal, written, graphic, or visual communication (e.g., text, images, or other materials) or physical conduct that shows hostility or aversion toward an individual (or group) because of his, her, or their protected status or otherwise unreasonably interferes with the performance of work, creates a hostile or intimidating work environment, or adversely affects employment opportunities. Usually results in time off from work. (For Non-EEO Harassment, refer to 1E.)</td>
<td>Mitigating: single incident, not directed at a person; no offensive intent; minimal impact. Aggravating: actions are persistent; intentional; repeated; malicious; have significant impact; harmful; high level of risk; or disruptive.</td>
</tr>
<tr>
<td>1M</td>
<td>PRO-4332</td>
<td>Harassment Policy (EEO Sexual Only) Sexual harassment: Unwelcome sexual advances, requests for sexual favors or other verbal, written; graphic; visual communication (e.g., text, images, or other materials); or physical acts of a sexual or gender-based nature when: 1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; Usually results in discharge.</td>
<td>Mitigating: none presently identified. (If not discharged, sexual harassment training required.) Aggravating: none presently identified.</td>
<td></td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – *continued*

<table>
<thead>
<tr>
<th>Violation</th>
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<th>Reference</th>
<th>Definition and ECA Level</th>
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</tr>
</thead>
<tbody>
<tr>
<td>EEO (Must be investigated by EEO or Designee)</td>
<td>1M</td>
<td>PRO-4332</td>
<td>3. Such conduct or exposure has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or hostile working environment, and/or sexually related material is involved. Usually results in time off from work. Sexual harassment training required.</td>
<td>Mitigating: single incident, not directed at a person; no offensive intent; minimal impact. Aggravating: using position of authority; actions are persistent; intentional; repeated; malicious; significant impact; harmful; high level of risk; or disruptive; sexual images of children; employees engaging in sexual acts or exposure of self.</td>
</tr>
<tr>
<td>1N</td>
<td>PRO-4332</td>
<td></td>
<td>4. Repeated advances for a social or personal relationship that is absent of overt or implied sexual expression. Usually results in a written warning. Sexual harassment training required.</td>
<td>Mitigating: no offensive intent; minimal impact. Aggravating: using position of authority; actions are malicious; significant impact; harmful; or disruptive.</td>
</tr>
<tr>
<td>1O</td>
<td>POL-5, PRO-784, PRO-6929</td>
<td></td>
<td>1. Touching (EEO) Unwanted physical contact of a sexual nature. Usually results in time off from work. Sexual harassment training required.</td>
<td>Mitigating: no offensive intent, minimal impact. Aggravating: using position of authority; intentional touching in a sexual manner; actions are persistent; repeated; or malicious; aggressive; significant impact; high level of risk; harmful or disruptive.</td>
</tr>
<tr>
<td>1O</td>
<td>POL-5, PRO-784, PRO-6929</td>
<td></td>
<td>2. Discrimination (EEO) Adverse decisions in any terms and conditions of employment, including recruiting, hiring, transfers, promotions, terminations, compensation, and benefits based on any of the following factors are prohibited: race, color, religion, national origin, gender, sexual orientation, age, physical or mental disability, or veteran status. (Applies to applicants as well as employees.) Usually results in time off from work.</td>
<td>Mitigating: no intent to harm. Aggravating: using position of authority; actions are persistent; repeated, or malicious; harmful; or disruptive; significant impact/risk.</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – *continued*

<table>
<thead>
<tr>
<th>Violation</th>
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<th>Definition and ECA Level</th>
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</thead>
<tbody>
<tr>
<td>EEO (Must be investigated by EEO or Designee)</td>
<td>1P</td>
<td>POL-5, PRO-4332, PRO-1870, PRO-6929, PRO-784</td>
<td>Retaliation (EEO) Retaliation, adverse actions against a person who has made an EEO complaint, participated in an EEO investigation, or given information regarding possible violations of EEO policy. Usually results in time off from work.</td>
<td>Mitigating: non-egregious or minimal impact. Aggravating: using position of authority; actions are egregious; persistent; repeated; or malicious; harmful; or disruptive significant impact/risk.</td>
</tr>
<tr>
<td>1Q</td>
<td>PRO-784, PRO-6933, PRO-2368</td>
<td>Accommodation Failure to adhere to the policy of the company to provide reasonable accommodations to qualified individuals with a disability who are applicants or employees, and who can perform the essential functions of their job, with or without accommodation, without direct threat or undue hardship. Usually results in a written warning.</td>
<td>Mitigating: none presently identified. Aggravating: actions are persistent; intentional; repeated; malicious; significant impact; harmful; high level of risk; or disruptive.</td>
<td></td>
</tr>
<tr>
<td>1S</td>
<td>POL-5, PRO-4332</td>
<td>Failure to take action and/or report allegations of conduct that may violate the company’s EEO policies and procedures to an appropriate GDER EEO office or GDER EEO representative. Usually results in written warning. (For non-EEO, refer to 3S.)</td>
<td>Mitigating: single incident, non-egregious, minimal impact; some action taken but not reported to GDER EEO. Aggravating: significant liability; impact; harm; or disruption; harassment continued; ignoring repeated behavior or complaints; using position of authority; persuading or manipulating others not to report EEO allegations.</td>
<td></td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – continued

<table>
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<tr>
<th>Violation</th>
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</thead>
<tbody>
<tr>
<td>Physical Confrontation</td>
<td>1D</td>
<td>PRO-1870</td>
<td>Confrontational physical actions. Examples include but are not limited to spitting, poking, bumping, scuffling, shoving, or pushing. Attempt to control or detain with physical presence or other object (e.g. chair, equipment). Usually results in time off from work. (For threatening behaviors or threats as designated by Site Security and/or site Threat Management Team refer to 1A.)</td>
<td>Mitigating: attempt to prevent the aggressive behavior against self or others. Aggravating: results in accident or injury.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Mitigating: attempt to prevent the aggressive behavior against self or others. Aggravating: results in accident or injury.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Aggressing physical actions. Examples include but are not limited to biting, kicking, punching or use of an object that could induce injury. Usually results in discharge. (For threatening behaviors or threats as designated by Site Security and/or site Threat Management Team refer to 1A.)</td>
<td>Mitigating: ability to retreat or escape was not an option; attempt to prevent harm against self or others. Aggravating: aggravation not applicable.</td>
</tr>
<tr>
<td>Retaliation (Non-EEO)</td>
<td>1R</td>
<td>POL-2</td>
<td>Adverse action(s) against a person who has made or is perceived to have made a complaint, participated in an investigation, given information regarding possible violations of company policy, or reported an alleged wrongdoing through formal channels. Usually results in time off from work.</td>
<td>Mitigating: none presently identified. Aggravating: legal violation or negative impact on the business; actions are egregious, persistent, repeated, or malicious; significant harm or disruption; using position of authority.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PRO-780</td>
<td>Mitigating: none presently identified. Aggravating: legal violation or negative impact on the business; actions are egregious, persistent, repeated, or malicious; significant harm or disruption; using position of authority.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BPI-3751</td>
<td>Mitigating: none presently identified. Aggravating: legal violation or negative impact on the business; actions are egregious, persistent, repeated, or malicious; significant harm or disruption; using position of authority.</td>
<td></td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – continued

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</thead>
<tbody>
<tr>
<td>Sexually-related Material or Behavior (Including Pornography)</td>
<td>1C</td>
<td>POL-5, PRO-10, End User Security Manual</td>
<td>Any actions, communications, or media (e.g., text, images, or other materials) in any format that portrays nudity, pornography, images of partially clothed persons displayed in sexual poses or sexual acts, or sexually provocative material. Usually results in time off from work. <strong>Note:</strong> If involves exposure, refer to EEO for review.</td>
<td><strong>Mitigating:</strong> single incident with no exposure to others. <strong>Aggravating:</strong> Significant impact.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Viewing sexual images or engaging in sexual communication involving children/mins. Engaging in sexual acts or exposure of self on company property or via company systems. Usually results in discharge. <strong>Note:</strong> If involves exposure of self, refer to EEO for review.</td>
<td><strong>Mitigating:</strong> mitigation not applicable. <strong>Aggravating:</strong> aggravation not applicable.</td>
</tr>
<tr>
<td>Threats</td>
<td>1A</td>
<td>PRO-1870</td>
<td>An expression of intent to do harm that causes a person concern for one’s personal safety or the safety of others. Threats can be made verbally (indirect/veiled, conditional or direct threat), by physical gesture, or in writing and can be conveyed through email, text messaging, social media or other electronic means. Even if there is no intent of actually carrying it out, if the person reasonably believes it is a threat and is in fear for his or her own safety or the safety of others. Usually results in time off from work. Site Security and site Threat Management Team must be contacted prior to any employee corrective action associated with this code.</td>
<td><strong>Mitigating:</strong> mitigation not applicable. <strong>Aggravating:</strong> possession of a weapon or physical contact associated with the threat; calculated plan to harm; directed specific threat to harm; multiple documented concurrent incidents; stalking.</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – *continued*

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Unacceptable/Disruptive Behavior or Communication</td>
<td>1E</td>
<td></td>
<td>Any communication or behavior or physical conduct that:</td>
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<tr>
<td></td>
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<td></td>
<td>- significantly impacts or disrupts the work environment, unreasonably interferes with</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>the performance of work.</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- reasonably causes a person to be fearful for his or her condition of employment.</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- pressures or influences another to engage in inappropriate behavior.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Usually results in a written warning.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Note:</strong> If involves exposure, refer to EEO for review.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Refer to EEO Violations, if applicable)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(For nudity and pornography, refer to 1C).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(For threats or confrontational/aggressive physical conduct refer to 1A or 1D).</td>
<td></td>
</tr>
</tbody>
</table>

**Mitigating:** single incident

**Aggravating:** behaviors or communications that are combative or malicious persistent, or repeated; misuse of position or authority; forced exposure to an unwilling recipient; material involving hate groups; depictions of death or physical injury.
## 2. Protect the Assets of Boeing, and Assets Entrusted to Boeing, Against Damage, Loss, Misuse, and/or Theft

<table>
<thead>
<tr>
<th>Violation</th>
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</tr>
</thead>
</table>
| Concealing Defective Work/Sabotage            | 2C        |           | Concealing defective work, or any attempt or actual sabotage that is intended to disrupt business or damage company property, information, or resources of the company, customers, or suppliers. Results in discharge. An ECA Program Manager must be contacted for any employee corrective action associated with this code. | **Mitigating**: mitigation not applicable.  
**Aggravating**: aggravation not applicable.                                                            |
| Creating an Unacceptable Liability or Potential Liability | 2F        |           | Any action or lack of action that has caused a financial or legal liability or the potential for such, for the company or has created the expectation of liability for the company. Usually results in time off from work An ECA Program Manager must be contacted for any employee corrective action associated with this code. | **Mitigating**: minimal liability.  
**Aggravating**: significant liability; risk obvious; indication risk was known and acted anyway.     |
| Damage to Property                             | 2D        | PRO-388   | Any action or lack of action that results in damage, defacement, or destruction to company, customer, supplier property, product, or employee property. Usually results in a written warning. | **Mitigating**: none presently identified  
**Aggravating**: willful; disregard for process, procedure, or instruction; significant impact.         |
### 3. Employee Corrective Action Matrix – continued

<table>
<thead>
<tr>
<th>Violation</th>
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<th>Mitigating and Aggravating Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic Equipment or Data Storage Devices — Failure to Protect</td>
<td>2I</td>
<td>Boeing Security Manual</td>
<td>Failure to take sufficient steps to protect company-issued electronic equipment or data storage devices. Includes but not limited to laptops, tablets, smartphones, memory sticks/cards/thumb drives, diskettes, etc. Usually results in a written warning. <strong>Note:</strong> If loss includes proprietary information or intellectual property, refer to 2H.</td>
<td><strong>Mitigating:</strong> equipment or data storage device recovered from a secured entity; reasonable measures were taken. <strong>Aggravating:</strong> device had unencrypted or unprotected PII; proprietary, limited, or sensitive data (negligence or not).</td>
</tr>
<tr>
<td>Information — Misuse or Failure to Protect Information or Intellectual Property</td>
<td>2H</td>
<td>Boeing Security Manual</td>
<td>Failure to protect; damage; unapproved access, unapproved possession, disclosure, distribution, or misuse of information or other intellectual property of the company, its employees, customers, suppliers, competitors, or others. Includes any failure to adhere to the requirements of the procedures referenced for this violation code. Failure to protect non-public information in accordance with the Federal Trade Commission Consent Order re: United Launch Alliance (ULA). Failure to report known incidents that violate the definition above. Usually results in a written warning.</td>
<td><strong>Mitigating:</strong> acting under direction of authority; information or property recovered from a secured entity; affected intellectual property is already in public domain; process misapplication or misinterpretation. <strong>Aggravating:</strong> acts that subject company/supplier/competitor/non-Boeing information or intellectual property to the risk of compromise; removals, additions, or changes of markings to Boeing Proprietary Information without approval from owning organization management; actions taken to circumvent company information security protection measures. An ECARB review for potential discharge will occur when: there is an actual loss of information, trade secret protection, rights to intellectual property; and/or employee actions jeopardize Boeing’s ability to acquire, leverage, or protect intellectual property; misuse of competitor sensitive information.</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – continued

<table>
<thead>
<tr>
<th>Violation</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Property or Resources — Misuse or Failure to Protect</td>
<td>2E</td>
<td>PRO-10 PRO-70 PRO-98 PRO-2227</td>
<td>Any unapproved use or misuse of company property, resources, or computing resources for purposes not related to the business of the company; includes Internet and e-mail. Usually results in verbal warning. (For Sexually Related Material, refer to 1C.) (For Misuse of Company Time, refer to 3F.)</td>
<td>Mitigating: mitigation not applicable. Aggravating: chain letters; personal profit; excessive activity or amount of material/data volume.</td>
</tr>
<tr>
<td>Failure to safeguard or the loss of property or resources of the company, its employees, customers, suppliers, or competitors. Unauthorized download of software, data, or content onto a company or personal device connected to company systems. Usually results in a written warning. (For Misuse of Company Time, refer to 3F.)</td>
<td></td>
<td></td>
<td></td>
<td>Mitigating: none presently identified. Aggravating: aggravation not applicable.</td>
</tr>
<tr>
<td>Property or Resources — Possession or Theft</td>
<td>2A</td>
<td>PRO-10 PRO-70</td>
<td>Unauthorized custody of property, data or resources belonging to Boeing, another employee, company, customer, competitor, or supplier. Consumption of food that renders item unavailable for recovery. Usually results in time off from work.</td>
<td>Mitigating: none presently identified. Aggravating: personal gain; community funds or personal belongings; significant impact.</td>
</tr>
<tr>
<td>Unauthorized removal or evidence indicating an employee plan to remove property, data or resources of another employee, company, customer, competitor, or supplier. Usually results in discharge.</td>
<td></td>
<td></td>
<td></td>
<td>Mitigating: minimal impact. Aggravating: aggravation not applicable.</td>
</tr>
</tbody>
</table>
3. Employee Corrective Action Matrix – continued

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</table>
| AWOL/Extended Absences | 3L | Refer to site practices or expectations. Refer to PRO-1909, section 4.1 | Extended/uninterrupted unexcused absences to include but not limited to:  
• Uncovered Time/Reasons are Unacceptable  
• Failure to return from LOA  
Usually results in action controlled by site practices or expectations pre-established by management. | Refer to site practices. |
| Attendance | 3M | Refer to site practices or expectations. Refer to PRO-1909, sections 4.1 and 4.4 | Unsatisfactory attendance; failure to comply with site guidelines, practices, or expectations established by management. Usually results in progressive employee corrective action. | Refer to site practices. |
| Conducting a Personal Business — Running a Business | 3I | PRO-10 | Personal, outside business interests on company time or property, or with company resources. Usually results in time off from work. | Mitigating: isolated incidents that have little/no impact on the company; express or implied management authorization.  
Aggravating: impact on the business; excessive company time or resources used; any business that creates a conflict of interest. |
| Defective work product, service, or output | 3R | | Specific event(s) involving a failure to perform or provide a job-related product/service/output where the employee has recently demonstrated acceptable performance to standards. Usually results in a written warning. | Mitigating: process misapplication or misinterpretation.  
Aggravating: actions are deliberate, willful, or have significant impact. |
### 3. Employee Corrective Action Matrix – *continued*

<table>
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<tr>
<th>Violation</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Disruption to the Work Environment or the Performance of Work</td>
<td>3A</td>
<td></td>
<td>An activity or behavior that interferes with or detracts from the business of the company or disrupts the work area or productivity of other employees. Includes behaviors considered to be horseplay. Usually results in a written warning.</td>
<td>Mitigating: littering, lack cleanliness, or poor hygiene; Aggravating: significant business or operational impact.</td>
</tr>
<tr>
<td>Failure to Detect or to Act (non-EEO)</td>
<td>3S</td>
<td></td>
<td>Management or company representative’s failure to detect, or appropriately address violations of company expectations, policy, or procedure when company systems/available data clearly identify or support that a violation has occurred, been observed, or reported. Failure to promptly report any illegal or unethical conduct to management or other appropriate authorities (i.e., Ethics, Law, Corporate Investigations, EEO, HR, and Corporate Audit). Usually results in a written warning. (For situations that create a liability, refer to 2F.) (For situations involving safety violations, refer to category 5.)</td>
<td>Mitigating: none presently identified; Aggravating: significant impact, harm, or disruption; damage to the product, property, or to Boeing’s reputation.</td>
</tr>
<tr>
<td>Failure to Comply</td>
<td>3E</td>
<td></td>
<td>Failure to follow documented policies, procedures, or processes that have been previously communicated. Failure to follow instructions, perform designated work, or act or cease to act after being instructed or reminded. Failure to cooperate during an investigation (as determined by the applicable investigative group). Usually results in a written warning.</td>
<td>Mitigating: process misapplication or misinterpretation. Aggravating: disrupts production; confrontational or argumentative.</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – continued

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<tbody>
<tr>
<td>Failure to Exercise Common Sense or Satisfactory Judgment</td>
<td>3N</td>
<td></td>
<td>Actions or behaviors that demonstrate poor judgment or that are inconsistent with ordinary, reasonable, common-sense expectations. This code is used for actions or behaviors that are not addressed by other violation code(s) in this guideline. Usually results in a written warning.</td>
<td><strong>Mitigating:</strong> no impact to property, product, or others. <strong>Aggravating:</strong> significant impact to the product, property, or the business; multiple events; risk obvious; indication risk was known and acted anyway.</td>
</tr>
<tr>
<td>Failure to Observe Established Work Schedule</td>
<td>3H</td>
<td>PRO-6912</td>
<td>Unauthorized deviation from established shift, lunch, or break schedule. Usually results in a verbal warning.</td>
<td><strong>Mitigating:</strong> mitigation not applicable. <strong>Aggravating:</strong> excessive work time lost.</td>
</tr>
<tr>
<td>Foreign Object Debris/Damage (FOD)</td>
<td>3U</td>
<td>PRO-6865</td>
<td>Failure to follow appropriate processes to avoid or eliminate foreign object debris/damage (FOD). Usually results in a written warning.</td>
<td><strong>Mitigating:</strong> none presently identified. <strong>Aggravating:</strong> results in damage; safety of flight; significant impact to business.</td>
</tr>
<tr>
<td>Insubordination</td>
<td>3D</td>
<td></td>
<td>Refusing to follow a manager’s direct order to act or cease to act on a business necessity that has been determined to be a condition of employment. <strong>Note:</strong> The employee must be given time to comply and warned that the failure to comply will result in discharge. Normally, another company representative should witness this process and if the employee fails to comply, he/she is escorted off company property. Results in discharge.</td>
<td><strong>Mitigating:</strong> employee complies prior to being escorted off property. <strong>Aggravating:</strong> aggravation not applicable.</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – *continued*

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</thead>
<tbody>
<tr>
<td>Leaving the Work Area or Company Premises Without Notification</td>
<td>3J</td>
<td></td>
<td>Failure to notify management or approved designee of departure from assigned work area, company premises, and/or work location during scheduled work hours. Usually results in written warning. Note: If related to an issue of mischarging and/or misuse of company time and resources, case must be reviewed by an ECARB.</td>
<td>Mitigating: none presently identified. Aggravating: significant business or operational impact; frequent incidents away.</td>
</tr>
<tr>
<td>Misuse of Company Time</td>
<td>3F</td>
<td>PRO-10</td>
<td>Unauthorized use of company time spent on non-work related activities or activity that is not supportive of the work assignment. Usually results in time off from work. Note: All Misuse of Company Time cases must be reviewed by an ECARB.</td>
<td>Mitigating: minimal impact. Aggravating: excessive time or incidents; impact to business performance or financials; results in non-compliant labor charging. Significant impact or government action will result in an ECARB review for discharge.</td>
</tr>
<tr>
<td>Multiple Active Corrective Action Memos</td>
<td>3O</td>
<td>Refer to PRO-1909, section 4.3</td>
<td>Multiple active corrective actions (none of which alone results in discharge). Usually results in time off from work. An ECA Program Manager must be contacted for any employee corrective action associated with this code.</td>
<td>Mitigating: mitigation not applicable. Aggravating: aggravation not applicable.</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – continued

<table>
<thead>
<tr>
<th>Violation</th>
<th>EITS Code</th>
<th>Reference</th>
<th>Definition and ECA Level</th>
<th>Mitigating and Aggravating Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Issues</td>
<td>3Q</td>
<td>Reference</td>
<td>Ongoing, unsuccessful achievement of management’s performance expectations that have already been communicated to the employee. Usually results in a written warning and performance improvement plan. Failure to successfully complete performance improvement plan will result in further corrective action up to and including discharge. <strong>Note:</strong> The requirements identified in section 4.2 must be met to issue ECA for this violation code. <strong>Note:</strong> Code does not apply for employees who use the Performance Management process. Contact Leadership Talent Management Organization Effectiveness for guidance.</td>
<td><strong>Mitigating:</strong> mitigation not applicable. <strong>Aggravating:</strong> aggravation not applicable.</td>
</tr>
<tr>
<td>Sleeping</td>
<td>3C</td>
<td></td>
<td>Sleeping while on company time. Usually results in a written warning.</td>
<td><strong>Mitigating:</strong> minimal impact <strong>Aggravating:</strong> creates a safety concern or sleeping out of assigned area <strong>Note:</strong> actions taken to prevent discovery; not easily visible or discovered; absence creates a hazardous work condition will result in a discharge review.</td>
</tr>
<tr>
<td>Unauthorized Performance of Work</td>
<td>3G</td>
<td>PRO-9</td>
<td>The performance of work without proper authorization. Usually results in a written warning. For stamping violations refer to 4G.</td>
<td><strong>Mitigating:</strong> where employee believed authorization was in effect based on previously accepted practice; minimal impact. <strong>Aggravating:</strong> significant impact.</td>
</tr>
</tbody>
</table>
### 4. Process and Report Information Accurately, Honestly, and Properly

<table>
<thead>
<tr>
<th>Violation</th>
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<th>Mitigating and Aggravating Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>False Statements or Omissions</td>
<td>4A</td>
<td></td>
<td>Making false statements, or omitting pertinent information. Includes lack of full disclosure when given an opportunity and relevant framework to provide information or respond to questions. Usually results in a written warning.</td>
<td>Mitigating: confusion about process, questions, or information. Aggravating: personal gain; creates the potential for or causes harm to persons (emotionally or physically); adversely impacts the company's product, property, or reputation.</td>
</tr>
<tr>
<td>Falsification of Records</td>
<td>4C</td>
<td>PRO-6419</td>
<td>Providing false information or omitting pertinent information submitted to or on behalf of the company, customers, or suppliers or presented to agents working on behalf of the company. Usually results in time off from work. Note: If related to an issue of mischarging and/or misuse of company time and resources, case must be reviewed by an ECARB. (If time charging is indicated, refer to 4D.) (If Unacceptable Acceptance or Approval of Work, refer to 4G.)</td>
<td>Mitigating: mitigation not applicable. Aggravating: forgery; compliance concerns; significant personal or monetary gain; financial impact on the company.</td>
</tr>
<tr>
<td>Inaccurate or Improper Processing or Reporting of Information</td>
<td>4F</td>
<td></td>
<td>Failure to properly and accurately complete, process, or report information, including compliance violations. Usually results in a written warning.</td>
<td>Mitigating: minimal impact; process misapplication or misinterpretation. Aggravating: significant impact.</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – continued

<table>
<thead>
<tr>
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<th>Mitigating and Aggravating Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Recording/ Labor Recording Compliance</td>
<td>4D</td>
<td>PRO-31 PRO-35</td>
<td><strong>Mis-recording</strong>: Time recording failure, unauthorized schedule modification, or failure to comply with work authorization documentation requirements, which may be determined by labor recording compliance audits. Usually results in a written warning.</td>
<td><strong>Mitigating</strong>: lack of knowledge, training, clarity of process or documents; inability to provide work authorization documentation in an audit; inaccurate or untimely entries; clock in or out failures or failure to clock in or out at the assigned location. <strong>Aggravating</strong>: significant impact.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Mischarging</strong>: Falsifying time records or recording time not worked; omitting pertinent information in time records; unauthorized recording of time by or for another employee; unauthorized charging to government contract. Usually results in time off from work. <strong>Note</strong>: All cases of mischarging time must be reviewed by an ECARB.</td>
<td><strong>Mitigating</strong>: minimal impact. <strong>Aggravating</strong>: significant personal or monetary gain; excessive time or incidents; impact to business performance or financials; results in non-compliant labor charging. Significant impact or government action will result in an ECARB review for discharge</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – continued

<table>
<thead>
<tr>
<th>Violation</th>
<th>EITS Code</th>
<th>Reference</th>
<th>Definition and ECA Level</th>
<th>Mitigating and Aggravating Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unacceptable Acceptance or Approval of Work</td>
<td>4G</td>
<td></td>
<td>Accepting or approving work that involves one or more of the following:</td>
<td>Mitigating: none presently identified.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Work flaws.</td>
<td>Aggravating: actions have significant impact.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Missed step(s)/unaware stamped ahead.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Paperwork error(s).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Illegible and/or irreproducible stamp.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Improper placement of stamp on document</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Improper hand-reproduction.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Usually results in written warning.</td>
<td></td>
</tr>
<tr>
<td>Accepting or approving work that involves one or more of the following: Stamping:</td>
<td></td>
<td></td>
<td>Mitigating: none presently identified.</td>
<td></td>
</tr>
<tr>
<td>Stamping:</td>
<td></td>
<td></td>
<td>Aggravating: actions have significant impact; abuse of authority.</td>
<td></td>
</tr>
<tr>
<td>• ahead one or more operations</td>
<td></td>
<td></td>
<td>Stamping work complete with knowledge work was not completed/done or stamping work without checking will result in an ECARB review for discharge.</td>
<td></td>
</tr>
<tr>
<td>• prior to operation that requires QA witness</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• someone else’s work without verification</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• work complete without proper certification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voiding:</td>
<td></td>
<td></td>
<td>Usually results in time off from work.</td>
<td></td>
</tr>
<tr>
<td>• another person’s stamp</td>
<td></td>
<td></td>
<td>Falsifying the Acceptance or Approval of Work (see aggravators).</td>
<td></td>
</tr>
<tr>
<td>• stamp when the operation has already been accepted by QA.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• loaning or using another person’s stamp.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• directing others to violate acceptance or approval processes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## 3. Employee Corrective Action Matrix – *continued*

### 5. Build and Maintain a Safe and Healthy Environment for Our Employees, Customers, Suppliers, and Local Communities

<table>
<thead>
<tr>
<th>Violation</th>
<th>EITS Code</th>
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<th>Mitigating and Aggravating Factors</th>
</tr>
</thead>
</table>
| Failure to Report an Accident, Near Miss, or Injury                       | 5A        | PRO-2869, BPI-1906, PRO-910 | Failing to report a near miss, accident, injury or lost time in a timely manner. Usually results in a written warning. | Mitigating: none presently identified.  
Aggravating: concealment and environmental impact. |
| High-Hazard Safety, Health and Environment Rules                           | 5F        | PRO-910, PRO-1023, PRO-1024, PRO-2821, PRO-5772, PRO-6616, PRO-6885, BPI-1713, BPI-2404, D148040180, F70114, PRO-7041, PRO-7056 | Failure to follow policies, procedures, or instructions protecting safety, health, or the environment regarding high-hazard processes as defined by Environmental, Health and Safety guidance documented in a formal investigation report. Management exhibiting behaviors which are contrary to a safe culture/environment or failure to appropriately address/report violations related to high-hazard or high-risk processes. Usually results in time off from work. | Mitigating: none presently identified.  
Note: mitigation requires review with an ECA Program Manager.  
Aggravating: significant impact, additional behaviors which indicate a deliberate violation; disabling safety devices, equipment, or protocols. |
| Pedestrian and Vehicle Safety                                             | 5G        | PRO-7041                | Failure to follow site practice, policies, or procedures, pedestrian and/or vehicle safety expectations for the safe movement of vehicles or pedestrians on company property. Usually results in a written warning. (For violations related to high-hazard or high-risk processes, refer to 5F.) | Mitigating: none presently identified.  
Aggravating: multiple violations during a single event; other violations as identified by site practice. |
### 3. Employee Corrective Action Matrix – continued

<table>
<thead>
<tr>
<th>Violation</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Safety and Health, Environment and Security and Fire Protection Rules</td>
<td>5D</td>
<td>PRO-2821</td>
<td>Failure to follow policies, procedures, or processes protecting safety, health, or environment. Also, failing to follow Security and Fire Protection rules or directions concerning safety. Management exhibiting behaviors that are contrary to a safe culture/environment or failure to appropriately address/report violations related to general safety processes. Usually results in written warning.</td>
<td>Mitigating: none presently identified. Aggravating: significant impact; additional behaviors that indicate a deliberate violation; disabling safety devices, equipment, or protocols.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PRO-910</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weapons or Explosives</td>
<td>5E</td>
<td>PRO-6102</td>
<td>Unauthorized weapon (non-firearm) on company property. Usually results in time off from work. <strong>Note:</strong> Due to variations in the individual state laws, consult with site Security before implementing this code. An ECA Program Manager must be contacted for any employee corrective action associated with this code.</td>
<td>Mitigating: none presently identified. Aggravating: using, brandishing, or threatening.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PRO-1870</td>
<td>Unauthorized firearm or explosive on company property. Any weapon (including non-firearm) brought into work/break areas. Usually results in discharge. <strong>Note:</strong> Due to variations in the individual state laws, consult with site Security before implementing this code. An ECA Program Manager must be contacted for any employee corrective action associated with this code.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PRO-910</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 6. Adhere to Company Agreements, Policies, and Procedures

<table>
<thead>
<tr>
<th>Violation</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Access to Property or Controlled Areas</td>
<td>6D</td>
<td>PRO-2779</td>
<td>Misuse of credentials such as badges, parking, or identification. Failure to properly escort visitors per Security directions. Usually results in a written warning. (Where time or entry records are being falsified as a result of such, refer to 4C and 4D.)</td>
<td>Mitigating: failure to properly display authorized parking credentials&lt;br&gt;Aggravating: forging/altering existing credentials.</td>
</tr>
<tr>
<td>Basic Working Conditions and Human Rights</td>
<td>6X</td>
<td>Code of Basic Working Conditions</td>
<td>Violation of The Boeing Company Code of Basic Working Conditions and Human Rights. The ECA organization and the Law Department must be consulted for any of these violations prior to any action</td>
<td>Mitigating: none presently identified. &lt;br&gt;Aggravating: none presently identified.</td>
</tr>
<tr>
<td>Business Courtesies, Gratuities, or Bribes</td>
<td>6K</td>
<td>PRO-6 PRO-8</td>
<td>Offering, accepting, or soliciting something of value. Usually results in written warning.</td>
<td>Mitigating: single incident with minimal impact. &lt;br&gt;Aggravating: legal violation or negative impact on the business. Offering, accepting, or soliciting a bribe will result in an ECARB review for discharge.</td>
</tr>
<tr>
<td>Company Issued Credit Cards (Corporate Travel and Business Expense card, Purchasing card) or Travel Policy</td>
<td>6R</td>
<td>Boeing General Travel and Business Expense Policy Handbook PRO-33 PRO-232</td>
<td>Failure to comply with the terms or conditions of company-issued cards or travel policies. Failure to protect company issued cards, failure to pay personal balances, unauthorized personal use, excessive cash advances including domestic cash advances for business purposes; unauthorized purchases of work-related items such as computers, software, or other office supplies; significant impact. Usually results in written warning.</td>
<td>Mitigating: single incident of accidental unplanned use, first incident of failure to file expense reports &lt;br&gt;Aggravating: none presently identified. &lt;br&gt;Multiple personal uses of the company-issued credit card or significant impact will result in an ECARB review for discharge.</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – continued

<table>
<thead>
<tr>
<th>Violation</th>
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<th>Mitigating and Aggravating Factors</th>
</tr>
</thead>
</table>
| Drugs and Alcohol               | 6H        | PRO-388, PRO-6892| **Alcohol Activity in the Workplace**  
Unauthorized possession, sale, or purchase or gifting of alcohol on company premises.  
Usually results in time off from work. | **Mitigating:** alcohol in original, sealed, and unopened container.  
**Aggravating:** consumption or manufacture of alcohol on company premises. |
|                                 |           |                  | **Drug Activity in the Workplace**  
Unauthorized possession, consumption, sale, manufacture, solicitation, sharing or purchase of a controlled substance on company premises; possession of drug paraphernalia on company premises.  
Usually results in discharge. | **Mitigating:** mitigation not applicable.  
**Aggravating:** aggravation not applicable. |
|                                 |           |                  | **DFW Program Compliance**  
Positive test result or determination of refusal to test with failure to enter DFW program, falsifying or attempting to falsify an alcohol or drug test, failure to comply with the terms and condition of the DFW program, failure to notify a company Corporate Investigations representative within five days of a criminal drug statute conviction.  
Results in discharge. | **Mitigating:** mitigation not applicable.  
**Aggravating:** aggravation not applicable. |
|                                 |           |                  | **Criminal Activity Not in the Workplace**  
Commission of certain penal offenses for drug- or alcohol-related activity at or away from the workplace.  
Requires consultation with the ECA organization and the Law Department. |                                                              |
|                                 |           |                  | **PRO-388 Violations**  
For violations of the Drug and Alcohol Free Workplace Procedure, see and apply procedure PRO-388 or applicable site procedure(s).  
Consult DFW Focal |                                                              |
### 3. Employee Corrective Action Matrix – continued

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</table>
| Electronic and Recording Devices              | 6F        | PRO-2783    | **Unauthorized** use of a personal electronic device or a device which has captured an image or audio recording. Includes but not limited to: cameras, personal computing devices, cell phones, etc. Usually results in a written warning. | Mitigating: unauthorized possession without use.  
Aggravating: in a proprietary work area.                                                        |
| Entering Restricted Areas or Unauthorized Entry| 6C        |             | Entry or aiding non-employees or other employees onto company property without proper authorization or credentials. Unauthorized entry into restricted areas or onto company property. Includes escorting unauthorized individuals into restricted areas. Usually results in a written warning. | Mitigating: mitigation not applicable.  
Aggravating: access violates regulatory or safety requirements; significant impact; assisting a nonemployee to gain entry onto company property without proper authorization. |
| Ethical Misconduct — Conflict of Interest     | 6Q        | PRO-7       | Failure to submit a “Conflict of Interest Questionnaire” or “Conflict of Interest Review Request” when appropriate or as determined by PRO-7. Usually results in written warning. | Mitigating: not part of Targeted Risk Area (TRA) job codes; lacks process knowledge.   
**Note:** mitigation requires review with an Ethics Advisor.  
Aggravating: failure to fully or accurately disclose activities; negatively impacts the business or the reputation of The Boeing Company. |
|                                                 |           | Ethical Business Conduct Guidelines Code of Conduct | A personal interest or activity (as defined in PRO-7) that interferes with, or appears to interfere with the employee’s ability to perform his or her company work objectively and effectively. Usually results in time off from work. (For behavior related to an Inappropriate Personal Relationship, refer to 6Z.) | Mitigating: minimal impact.  
Aggravating: negatively impacts the business or the reputation of The Boeing Company. |
### 3. Employee Corrective Action Matrix – continued

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</thead>
<tbody>
<tr>
<td>Ethical Misconduct — Fairness and Favoritism</td>
<td>6T</td>
<td>POL-2</td>
<td>Failure to conduct business fairly, impartially, without favoritism; in an ethical and proper manner; and in full compliance with applicable laws and regulations. Usually results in a written warning. (For failure to promptly report any illegal or unethical conduct to management or other appropriate authorities [i.e., Ethics, Law, Corporate Investigations, EEO, HR, and Corporate Audit] see code 3S.) (For behavior related to an Inappropriate Personal Relationship, refer to 6Z.)</td>
<td>Mitigating: none presently identified. Aggravating: negative impact on the business, taking advantage of position for personal gain or abuse of position.</td>
</tr>
<tr>
<td>Ethical Misconduct — Failure to Sign Code of Conduct Certification Form</td>
<td>6O</td>
<td>POL-2 PRO-3</td>
<td>Failure to sign certification form after determination has been made that there is no valid reason not to sign. Results in time off from work (five workdays all payrolls). Failure to sign form after return from time off from work results in discharge.</td>
<td>Mitigating: none presently identified. Aggravating: none identified.</td>
</tr>
<tr>
<td>Export and Import</td>
<td>6U</td>
<td>PRO-2805</td>
<td>Failure to conduct business in accordance with company policy and in compliance with applicable laws and regulations (i.e., Federal Trade Commission Order) of the U.S. and other jurisdictions in which the company operates that govern exports or imports of commodities, software, technology, and services. Usually results in written warning. (If legal or financial liability is created, refer to 7G or the Impact on the Company’s Business in the General Factors Matrix.)</td>
<td>Mitigating: none presently identified. Aggravating: repetitive acts, compromise of export-controlled data; negative impact on the business; legal or financial liability; willful negligence; or intentional failure.</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – *continued*

<table>
<thead>
<tr>
<th>Violation</th>
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</tr>
</thead>
</table>
| Failure to Adhere to the Leave of Absence Procedure                       | 6S        | PRO-6929, LOA Policy Handbook                  | Behavior or actions that violate the processes and/or responsibilities in the Leave of Absence procedure. Accepting other employment or self-employment while on an LOA without receiving written authorization from the company. Usually results in time off from work. *(For Falsification of information related to LOA, refer to 4C.)* | Mitigating: none presently identified.  
Aggravating: other employment which violates the terms and conditions of the specific LOA; significant impact.  
Behavior or activity which violates the terms and conditions of a Labor & Industry (L&I) claim results in an ECARB review for discharge. |
| Failure to Comply with Settlement Agreement                              | 6A        | BPI-4374, Boeing Security Manual               | Behavior or actions that violate terms or conditions of the company/employee settlement agreement. Results in discharge.                                                                                              | Mitigating: none presently identified.  
Aggravating: aggravation not applicable. |
| Government Classified Material                                            | 6B        | BPI-4374, Boeing Security Manual               | Infraction *(per Boeing Program Security and BPI-4374)*: Any incident of noncompliance with a Program Security Directive or BSM requirement(s) that does not involve the loss, compromise or suspected compromise of classified information and is normally not reportable to the cognizant security authority (CSA). Usually results in a verbal warning.  
Violation *(per Boeing Program Security and BPI-4374)*: Any incident of noncompliance with a Program Security Directive or BSM requirement(s) that could result in the loss, compromise, or suspected compromise of classified information and is reportable to the respective cognizant security authority (CSA). Failure to report known security violations involving government classified material. Usually results in written warning. | Mitigating: cannot apply mitigating factors.  
Aggravating: actions that are deliberate; acts of gross negligence; significant risk of compromise.  
Compromise with significant impact to the program will result in an ECARB review for discharge. |
## 3. Employee Corrective Action Matrix – continued

<table>
<thead>
<tr>
<th>Violation</th>
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<th>Reference</th>
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<th>Mitigating and Aggravating Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inappropriate Personal Relationship</td>
<td>6Z</td>
<td>PRO-58</td>
<td>Failure to disclose or address a close personal relationship with another employee in which there may be a permanent or temporary influence or effect regarding managerial, lead, audit, approval, evaluation, or review responsibilities or condition of employment decisions. Engaging in actions that create a perception of preferential treatment, improper influence, or favoritism due to actions or behaviors. Usually results in a written warning. (For an Ethical Misconduct — Conflict of Interest, refer to 6Q.) (For Ethical Misconduct — Fairness and/or Favoritism, refer to 6T.)</td>
<td>Mitigating: none presently identified. Aggravating: substantiated preferential treatment; improper influence; taking advantage of position; favoritism. Negative impact on the business; abuse of position or authority will result in an ECARB review for discharge.</td>
</tr>
<tr>
<td>Insider Trading</td>
<td>6V</td>
<td>PRO-12</td>
<td>Trading in the stock or other securities of The Boeing Company at any time when the employee, as a result of Boeing employment, has “material nonpublic” information about The Boeing Company. This includes trading in the stock or other securities of other firms, particularly those that are current or prospective customers or suppliers of Boeing and those with which Boeing may currently be negotiating. Communicating material nonpublic information to other persons who may misuse the information. Usually results in time off from work.</td>
<td>Mitigating: none presently identified. Aggravating: negative impact on the business, significant personal gain.</td>
</tr>
<tr>
<td>Parking Violations</td>
<td>6E</td>
<td>Refer to site practices or expectations.</td>
<td>Parking in a disabled stall or fire lane; blocking ingress and egress, interfering with production. Usually results in a written warning.</td>
<td>Mitigating: mitigation not applicable. Aggravating: aggravation not applicable.</td>
</tr>
</tbody>
</table>
### 3. Employee Corrective Action Matrix – continued

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</tr>
</thead>
<tbody>
<tr>
<td>Smoking or Tobacco Use</td>
<td>6G</td>
<td>PRO-6403</td>
<td>Unauthorized smoking or tobacco use. Controlled by site practices or expectations communicated by management.</td>
<td>Mitigating: mitigation not applicable. Aggravating: smoking in clearly marked areas such as ingress/egress areas, other high traffic areas, company buildings, or company vehicles.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Note:</strong> Use of any product that could be mistaken for or gives the appearance of using tobacco and is deemed to be disruptive by management should be addressed using violation code 3E. Usually results in a verbal warning.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(For safety issues, refer to 5D.) (For disruptive behaviors, refer to 1K.)</td>
<td></td>
</tr>
<tr>
<td>Traffic Management (Enterprise Supply Chain Logistics)</td>
<td>6W</td>
<td>PRO-836</td>
<td>Failure to conduct business in accordance with company policy and in compliance with applicable laws and regulations (i.e., EAR, ITAR, and FTR) of the U.S. and other jurisdictions in which the company operates that govern exports or imports of commodities, software, technology, and services. Usually results in a verbal warning.</td>
<td>Mitigating: none presently identified. Aggravating: negative impact on the business.</td>
</tr>
<tr>
<td>Travel and Assignment/Relocation Policy</td>
<td>6Y</td>
<td>PRO-6281</td>
<td>Failure to comply with the terms and conditions of an assignment/relocation agreement or failure to repay assignment/relocation funds.</td>
<td>Mitigating: incorrect type of payment/expensing method for assignment/relocation costs; failure to submit assignment/relocation expense report in a timely manner. Aggravating: none presently identified.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PRO-33</td>
<td>Boeing Travel Policy Handbook - 2016</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Misuse of cash advances provided for assignment/relocation purposes.</td>
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<td>Receiving duplicate payments — expensing the same expense twice.</td>
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<td></td>
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<td></td>
<td>Usually results in time off from work.</td>
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</tbody>
</table>
### 7. Abide by Applicable Laws and Regulations

<table>
<thead>
<tr>
<th>Violation</th>
<th>EITS Code</th>
<th>Reference</th>
<th>Definition and ECA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creating a Legal Liability</td>
<td>7G</td>
<td></td>
<td>The ECA organization and the Law Department must be consulted for any of these violations prior to any action being taken.</td>
</tr>
<tr>
<td>Espionage</td>
<td>7C</td>
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</tr>
<tr>
<td>Penal Offenses, Commission of</td>
<td>7A</td>
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<td>Subversive Activity</td>
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<td>Supporting the Overthrow of the U.S. Government</td>
<td>7D</td>
<td></td>
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<tr>
<td>Terrorism</td>
<td>7E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trafficking in Persons</td>
<td>7F</td>
<td>PRO-1909</td>
<td>FAR 52.222-50, “Combating Trafficking in Persons”</td>
</tr>
</tbody>
</table>
4. Unique Employee Corrective Actions

4.1 Attendance and Absence Without Leave Employee Corrective Action Issues

Attendance and Absence Without Leave (AWOL) issues are progressive only within their respective violation codes. This means that Attendance and AWOL are progressive only within the Attendance and AWOL violation codes (code 3M and 3L) and not with any other Violation Category 3 violations.

4.2 Work Performance Employee Corrective Action Issues

(Does not apply to Employees in the Performance Management Process)

Work performance issues, violation code 3Q, are progressive only within their respective violation code. This means that Work Performance is progressive only within the Work Performance violation code and not with any other Violation Category 3 violations. In addition, a CAM issued for violation code 3Q must be accompanied by a written Performance Improvement Plan (PIP). A PIP should not be issued unless it is issued with a 3Q corrective action memo (CAM) or a previously issued 3Q CAM is on file and still active.

A PIP can be resolved, extended, or reused without impacting the 3Q CAM expiration or progressive ECA.

4.2.1 Requirements for Applying Violation Code 3Q

Before a CAM for violation code 3Q can be issued, the following conditions must be met by Management and HR:

1. Management has previously communicated performance expectations and concerns to the employee, and the employee continues to not meet performance expectations.

2. Management, with assistance from HR, has generated a PIP consistent with the guidance in section 4.2.2 below, prior to issuing the CAM for violation code 3Q.

4.2.2 Requirements for Performance Improvement Plans (PIP)

A PIP is a supplemental document to the CAM, which provides detailed information about the performance deficiencies and expectations to facilitate constructive discussions between management and an employee. PIPs issued with a CAM for violation code 3Q must clearly identify and communicate the following information:

1. The performance expectations that are not being met by the employee.

2. The performance improvement goals and actions the employee must achieve to demonstrate satisfactory performance.

3. The period of time during which the performance review will be conducted.

4. A schedule for regular performance review meetings between management and the employee.

5. A statement of the consequences if the employee's performance fails to satisfy the expectations set forth in the PIP.
4.3 Multiple Active Corrective Action (MACA) Memos (violation code 3O)

This action may be used when it has been determined an employee has committed violations in three different Violation Categories. Once a MACA CAM (violation code 3O) is issued, any subsequent violations during the active period of the 3O CAM will result in review for progressive employee corrective action up to and including discharge. Attendance and Work Performance (Codes 3L, 3M, 3Q) CAMs are not to be included in any part of this process.

4.3.1 Requirements for MACA Memos

Use of the violation “Multiple Active Corrective Action Memos” — violation code 3O — must comply with the following conditions:

1. An ECA Program Manager (ECA PM) must be contacted prior to initiating the 3O code.
2. The employee has active ECA on file.
3. The employee is in the process of receiving additional ECA, at a level of written warning or Time off from Work (TOFW), which will result in active ECA in three separate Violation categories.
4. The employee is not receiving three (3) or more CAMs (not including MACA CAM) on the same date.

4.3.2 MACA Memo Process

1. Contact an ECA PM for concurrence prior to initiating the 3O code. The employee is issued separate CAMs.
2. The violation CAM(s) provides detail regarding the violation(s) currently under review. This CAM(s) will include the appropriate violation code(s) and level of employee corrective action.
3. The MACA CAM details the 3O violation and the resulting TOFW. If the current violation under review results in TOFW — this time would be served concurrently with the time incurred by the 3O violation.
4. Once the initial 3O CAM has been issued, any subsequent violation of company policy or management expectations (excluding Attendance violations or Performance Issues) which would normally result in a written warning or TOFW will result in a discharge as a progressive step of employee corrective action. The Primary Case code in the electronic system will be 3O, and the Secondary Case code should reflect the subsequent violation.

**Note:** When the CAM for 3O code is issued, the relevant active employee corrective actions on file will have their active period extended through the planned expiration date of the 3O CAM.
4. Unique Employee Corrective Actions – continued

4.4 Abated Discharges
An Abated Discharge is a unique ECA which may occur during the issuance of an ECA Discharge CAM. A discharge may need to be abated when previously unknown information is revealed which makes proceeding with the discharge inappropriate but does not alter the facts associated with the original discharge decision.

4.4.1 Types of Abated Discharges
There are two specific situations where abating a discharge is appropriate. Any situations not associated with the two described below must be coordinated with an ECA Program Manager (ECA PM) prior to making a final decision to abate a discharge.

- **Drug Free Workplace Program (DFW):** Per PRO-388, “Drug and Alcohol Free Workplace Program,” the discharge of an employee for unacceptable attendance or work performance is abated when the employee acknowledges substance abuse, and the condition along with employee compliance is confirmed by the Employee Assistance Program (EAP).

- **Quit in Lieu of Discharge (QILD):** In some situations, management and HR may determine it is in the company’s best interest to allow an employee to resign his or her employment rather than proceed with discharge. Issuing an abated discharge in this situation maintains the record of the original discharge decision. In these cases, HR needs to coordinate with an ECA PM. In addition, the Law Department also needs to be contacted to determine if a settlement and release agreement is appropriate prior to making a final decision to abate the discharge.

4.4.2 Abated Discharge Process
1. When a decision to abate is made, it must be coordinated with the appropriate DFW Focal and/or EAP. QILD cases require coordination with an ECA PM and the Law Department. All other situations must be coordinated with an ECA PM.

2. The discharge CAM is still issued to the employee.

3. Management records the decision to abate the discharge in a handwritten note on the discharge CAM. If this is a DFW issue, management also directs the employee to record the admission of substance abuse or dependency in the “Employee Remarks” section of the CAM.

4. Management makes a copy of the signed Discharge CAM with the notes above. The original is delivered to the employee, and the copy is given to HR.

5. Upon receiving the Discharge CAM copy, HR will go into the ECA Case in the electronic system and change the “Resolution/Corrective Action” field to Abated Discharge. If this is a DFW issue, HR will coordinate with his or her DFW focal and/or EAP to verify the employee complied with the requirement to enter the DFW program. If this is a QILD case, HR will also need to record the QILD decision as a Note in the electronic system case.

6. HR will then finalize the ECA case in the electronic system and will follow the normal process for conveying the CAM copy to HR Operations. If this is a DFW issue, HR must first confirm employee compliance with DFW before taking this step.
4. Unique Employee Corrective Actions—continued

4.5 ECA Guidelines for International Employees

The terms and conditions of employment for most of our international Boeing employees are contractual in nature and are set forth either in collective bargaining agreements (for groups of union-represented employees) or in individual employment contracts. The collective bargaining agreements and individual employment contracts may address applicable employee corrective action (disciplinary) procedure. The legal systems in many countries will also restrict how or what employee corrective action can be administered.

Because of these variables in the international context, reviewing of cases will be done on a country-by-country and, within a particular country, on a case-by-case basis. The general approach for our international locations will be as follows:

1. Are the terms and conditions of employment for this employee governed by a contract, a collective bargaining agreement, or an individual employment contract?

2. If yes, does the contract contain provisions about employee corrective action? This may also require that past practice be taken into consideration.

3. If yes, then we will comply with the terms of the contract.

4. If no to the above questions, then there will be a review of the proposed employee corrective action process to confirm that it is in accordance with applicable law. Human Resources, an ECA Program Manager, and the Law Department will conduct this review, coordinating with their counterparts at the local site or business unit, as appropriate.

5. If applicable local law does not affect implementation of the employee corrective action process, we will proceed with implementation.

6. If applicable local law does affect implementation, we will modify the proposed employee corrective action process to comply with applicable local law.
5. Corrective Action Memo (CAM)

5.1 Purpose
The CAM is used to formally notify an employee of the following:

1. The nature and level of formal employee corrective action.
2. The employee’s violation or area of management concern.
3. The action(s) required by that employee to solve the problem.
4. The consequences of not correcting behavior or repeating unsatisfactory behavior.

5.2 System Requirement
A CAM must be created through the electronic system whenever formal employee corrective action is administered for a Written Warning, TOFW, or Discharge.

5.3 Process Steps
HR and the manager should follow these steps when preparing and issuing a CAM:

1. Clearly state the nature or level of action being taken and the unacceptable conduct in detail.
2. Note previous employee corrective actions, if any, taken by management to correct the conduct (e.g., verbal warning).
3. Where discharge is not administered, identify the expectations for the employee to resolve the unacceptable conduct.
4. Review the memo before issuing it to the employee.
5. Explain the nature of the violation.
6. Where discharge is not administered, advise the employee that failure to demonstrate an immediate and sustained correction of unacceptable conduct will result in a review for further employee corrective action, up to and including discharge.
7. Give the employee an opportunity to comment on and sign the CAM, acknowledging receipt.
8. If the employee declines to sign the CAM, note this in the “Employee Signature” section and obtain the signature of a witness within management or HR.
9. Provide the employee with the original CAM.
10. Ensure that the ECA record is properly annotated in the electronic system by the end of shift of the day the employee corrective action was issued.
11. Send the CAM and supporting documentation to Human Resources Operations Employee Support Center. Formal investigative reports created by an investigative organization do not need to be sent to the support center. The documentation sent will be scanned and stored in the Personnel Records Link (PRL), an electronic records management application.
5. Corrective Action Memo (CAM) – continued

Appropriate supporting documentation must all be relevant to the case determination and may be included with the CAM. Examples include:

- Fact finding materials from HR or management (i.e., reports, documents, desk instructions).
- Statements from complainants, witnesses, and respondents.
- Specific documentary evidence supporting the CAM (i.e., forms or photos).
- Data runs (i.e., records from timekeeping, turnstile, production, etc.).

Inappropriate materials which are not relevant to the case determination should not be included as supporting documentation with the CAM. In addition, reports, materials, or data already stored or maintained in some other location or company system should not be included as supporting documentation. Examples include:

- Investigation Reports from Corporate Audit, Corporate Investigations, EEO, and Security.
- Physical evidence.
- Work histories.
- Employee Corrective Action Cover Sheet or Checklist.
- E-mail communications that are not evidence.
- Privileged communications with the Law Department.
- Training rosters.