

TENTATIVE AGREEMENT
[LOU 30 Moved to Article 8, "Designated Employee"]

~~**LETTER OF UNDERSTANDING NO. 30**~~
~~**RELATING TO DESIGNATED EMPLOYEES**~~
~~*(Engineering Units)*~~

~~A mutually agreed upon process has been developed and implemented for the purpose of identifying employees who, while not subject to 8.9(b)(3), will be declared ineligible for first consideration recall rights. This process includes the following elements:~~

- ~~-Designated employees will be identified as part of the retention indexing process and advised in writing that, in the event of layoff during the period of time between retention indexes, they will have no priority recall consideration.~~
- ~~-Designated employees must have an assigned R3 retention rating.~~
- ~~-Designated employees will be identified by skill teams.~~
- ~~-Designated employees who have one full year of service and who elect to receive income continuation benefits under 21.3(b) will nevertheless be ineligible for priority recall consideration.~~

~~Employees who have been so designated will be provided with an Employee Improvement Action Plan which will identify the specific conditions leading to the designation and improvements necessary to avoid such designations in the future. Management and the employee will have on-going discussions about the employee's progress in achieving the objectives outlined in the action plan. The Company will promptly notify the Union of the identities of designated employees. The identification of designated employees shall not be subject to Article 3; however, designated employees may appeal the designation regardless of their previous retention rating in accordance with 8.4(c)(1).~~

~~Designations pursuant to this Letter of Understanding will remain in effect until the next scheduled retention review exercise.~~

~~Dated: December 2, 2005~~

**Society of Professional Engineering
Employees in Aerospace**

The Boeing Company

By _____

By _____

Dated _____

Dated _____