

**UNITED STATES OF AMERICA
THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

THE BOEING COMPANY,

Employer,

and

Case No. 19-RC-15419

**SOCIETY OF PROFESSIONAL ENGINEERING
EMPLOYEES IN AEROSPACE, IFPTE,
LOCAL 2001, AFL-CIO,**

Union.

THE BOEING COMPANY'S POST-HEARING BRIEF

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TABLE OF CONTENTS

I.	Introduction	3
II.	Statement of Facts	6
A.	The Company's Business Operations.....	6
B.	BCA.....	8
1.	Commercial Aviation Services.....	8
a.	Fleet Services.....	9
1)	Field Service	9
2)	TCS Customer Support Engineering	9
b.	787 Services and Support.....	10
2.	BCA Sales and Boeing Business Jets.....	10
C.	Field Service Representatives.....	10
1.	Field Service FSRs	10
a.	Co-located FSRs	11
1)	Team Leads.....	12
2)	Job Requirements.....	13
3)	Role and Responsibilities of Co-located FSRs	14
4)	Tools and Resources	19
5)	Policies and Procedures Specific to Co-located FSRs	21
6)	Staffing.....	22
7)	Promotions.....	24
8)	Wages.....	24
9)	Benefits.....	25
10)	Training.....	25
11)	Interactions with Other Company Organizations	25
12)	Customer-driven Terms and Conditions of Employment	28
13)	Interchange.....	28
14)	Meetings	29
b.	Seattle Support Center FSRs	29
c.	Field Service Intro Reps.....	30
1)	Job Duties.....	31
2.	BOC Controllers.....	32
a.	Job Duties	34
b.	Tools.....	35
c.	Meetings.....	35
d.	Interchange.....	35

e. Staffing	36
3. 787 and 747 Intro Reps.....	36
a. 787 Intro Reps	37
1) 787 Intro Rep Responsibilities Pre-delivery	37
2) 787 Intro Rep Responsibilities Post-delivery	38
b. 747 Intro Reps	39
c. 787 and 747 Intro Reps Loaned out to Flight Test	40
4. BBJ FSRs	40
D. Characteristics of the Engineering Unit.....	43
E. Bargaining History	44
1. Lack of Bargaining History Regarding FSRs	45
2. Historic Geographic Bargaining Standard	45
a. The Engineering Units	45
b. Other Units Represented by the Union	47
III. Argument and Citation of Authority.....	47
A. An Overview of <i>Armour-Globe</i> Self-Determination Elections	48
1. History of <i>Armour-Globe</i> Self-determination Elections.....	49
2. The Community Of Interest Between Groups of Employees Is Critical in Determining if an <i>Armour-Globe</i> Election Is Appropriate.....	51
a. The Community of Interest Standard	51
b. The Multi-Location Standard.....	52
B. FSRs Do Not Share a Community Of Interest with the Engineering Units.....	54
1. The Parties' Bargaining History Precludes an <i>Armour-Globe</i> Election.....	55
a. The Parties Have a History of Bargaining on a Geographically- Specific Basis	56
1) The Petitioned-for Unit Does Not Conform to the Company's Administrative Structure	57
2) The Parties' Bargaining History Related to Other Bargaining Units Is Geographically-specific	58
b. The Parties' Bargaining History Dictates that Only Engineers Can Be Added to the Engineering Units	59
2. The Majority of FSRs Do Not Share Common Day-to-Day Supervision with Washington Engineering Unit Employees.....	60
3. FSRs Are Subject to Hiring and Staffing Practices that Are Different from Those of the Engineering Units' Employees	63
4. There Is Little Interchange between FSRs and the Engineering Units.....	64
5. The FSRs' Skills, Functions, and Tools Are Substantially Different than those of the Employees from the Engineering Units	65
a. FSRs Have Different Skills Than the Engineering Units.....	65

b. FSRs' Job Duties Are Substantially Different	65
c. There Are No Tools Exclusive to both the FSRs and the Engineering Units, Only Tools Exclusive to the FSRs.....	67
6. FSRs Are Not Entitled to the Same Guaranteed Annual Salary Rate Adjustments as the Engineering Units' Employees	67
7. FSRs Are Required to Participate in Training in which the Engineering Units Are Not Required To Participate	68
8. FSRs and the Engineering Units Do Not Share Any Terms and Conditions of Employment that Are Unique to only those Two Groups of Employees.....	69
9. FSRs and the Engineering Units Regularly Interact with Other Employee Groups	69
C. Team Leads Are Supervisors and Are Not Eligible to Vote in an Election.....	71
D. If an Election is Directed, the Engineering Units Should Vote In A <i>Sonotone</i> Election Before the FSRs Vote in their <i>Armour-Globe</i> Election.....	72
IV. Conclusion	72
V. Certificate of Service	75

TABLE OF AUTHORITIES

CASES

<i>American Commercial Barge Line Co.</i> , 337 NLRB 1070 (2002)	71
<i>Armour and Company</i> , 40 NLRB 1333 (1942)	49
<i>Asplundh Tree Expert Co. v. NLRB</i> , 365 F.3d 168 (3 rd Cir. 2004)	57
<i>Asplundh Tree Expert Co.</i> , 336 NLRB 1106 (2001)	57
<i>Bartlett Collins Co.</i> , 334 NLRB 484 (2001)	52
<i>Budget Rent A Car Systems</i> , 337 NLRB 884 (2002)	53
<i>Canal Carting, Inc.</i> , 339 NLRB 969 (2003)	55
<i>Capital Cities Broadcasting Corp.</i> , 194 NLRB 1063 (1972)	53
<i>Carr-Gottstein Foods Co.</i> , 307 NLRB 1318 (1992)	50, 51
<i>Children’s Hospital of San Francisco</i> , 312 NLRB 920 (1993)	55
<i>Continental Baking Co.</i> , 99 NLRB 777 (1952)	70
<i>Duke University</i> , 227 NLRB 1627 (1977)	50, 51
<i>F.W. Sickles Co.</i> , 81 NLRB 390 (1949)	59
<i>Hilander Foods</i> , 348 NLRB 1200 (2006)	53, 57, 61, 64, 69
<i>Laboratory Corporation of America Holdings</i> , 341 NLRB 1079 (2004)	53, 57, 69
<i>Leedom v. Kyne</i> , 358 U.S. 184 (1958)	51
<i>McLean Hosp. Corp.</i> , 309 NLRB 564 (1992)	62
<i>Minneapolis-Honeywell Regulator Co.</i> , 116 NLRB 1324 (1956)	53
<i>New Britain Transportation Co.</i> , 330 NLRB 397 (1999)	52, 61, 64
<i>NLRB v. Lorimar Productions, Inc.</i> , 771 F.2d 1294 (9 th Cir. 1985)	48
<i>NLRB v. Raytheon Co.</i> , 918 F.2d 249, 251 (5 th Cir. 1990)	48
<i>NLRB v. Underwood Machinery Co.</i> , 179 F.2d 118 (1 st Cir. 1950)	49
<i>Omni International Hotel</i> , 283 NLRB 475 (1987)	62
<i>Omni-Dunfey Hotels, Inc.</i> , 283 NLRB 475 (1987)	59
<i>Overnite Transportation Co.</i> , 322 NLRB 723 (1996)	52
<i>RCA Oms, Inc.</i> , 202 NLRB 228 (1973)	57
<i>Rental Uniform Service, Inc.</i> , 330 NLRB 334 (1999)	61
<i>Renzetti’s Market</i> , 238 NLRB 174 (1978)	61
<i>S.S. Joachim and Anne Residence</i> , 314 NLRB 1191 (1994)	50, 51
<i>Solar Aircraft Company</i> , 116 NLRB 200 (1956)	53
<i>Sonotone Corp.</i> , 90 NLRB 1236 (1950)	51
<i>Spartan Department Stores</i> , 140 NLRB 608 (1963)	59
<i>Stormont-Vail Healthcare</i> , 340 NLRB 1205 (2003)	53, 57, 69
<i>Systems Engineering Support</i> , 326 NLRB 1047 (1998)	57
<i>The Globe Machine and Stamping Co.</i> , 3 NLRB 294 (1937)	49
<i>Turner Industries Group</i> , 349 NLRB 428 (2007)	53
<i>Unisys Corp.</i> , 354 NLRB No. 92 (2009)	51
<i>Warner-Lambert Co.</i> , 298 NLRB 993 (1990)	50, 51

<i>Western Electric Co.</i> , 126 NLRB 1346 (1960)	59
<i>Westinghouse Electric Corp.</i> , 80 NLRB 591 (1948).....	59

STATUTES

29 U.S.C. § 152(11)	71
29 U.S.C. § 159(b)(1).....	51
29 U.S.C. § 159(c)	1

OTHER AUTHORITIES

Decision and Conditional Order, Case No. 19-RC-15372 (April 13, 2011).....	2, 5, 13, 32, 60
<i>NLRB Outline of Law and Procedure in Representation Cases</i> , Section 12-210	52
<i>The Boeing Company</i> , Decision and Direction of Election, 5-RC-15260.....	52

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THE BOEING COMPANY'S POST-HEARING BRIEF

On January 3, 2011, in Case 19-RC-15372, the Society of Professional Engineering Employees in Aerospace, IFPTE, Local 2001, AFL-CIO (hereinafter referred to as the "Union" or "SPEEA") filed a petition pursuant to Section 9(c) of the National Labor Relations Act, 29 U.S.C. § 159(c) seeking an *Armour-Globe* self-determination election in which "full time & regular part time employees performing the work of Field Service Representatives within Boeing Commercial Airlines [sic]¹ working within the United States" would be given the opportunity to vote to join the bargaining unit described in Section 1.1(a) of the 2008-2012 Professional Unit Collective Bargaining Agreement ("the Agreement") (hereinafter referred to as the "Washington Engineering Unit").

On January 19, 2011, a hearing was commenced before Hearing Officer Janet Little in Seattle, Washington, to address three issues: 1) whether the Field Service Representatives ("FSRs") shared a community of interest with the bargaining unit described in Section 1.1(a) of the Agreement; 2) the supervisory status of the team lead FSRs, and 3) whether the FSRs are professional employees as defined by the National Labor Relations Act. The hearing concluded

¹ The correct name of the business unit, as established at the hearing, is Boeing Commercial Airplanes ("BCA").

on February 3, 2011, and the parties submitted post-hearing briefs. On April 13, 2011, the Regional Director issued his Decision and Conditional Order finding that the FSRs are not professionals as defined by the National Labor Relations Act, and thus an *Armour-Globe* election was inappropriate unless the Union elected to proceed with a *Sonotone* election. If the Union elected to proceed with a *Sonotone* election, the Regional Director would have addressed the remaining issues. See *The Boeing Company*, Decision and Conditional Order, Case No. 19-RC-15372 (April 13, 2011). However, the Union filed a request for review, which the Board denied, and the Union did not timely elect to proceed with a *Sonotone* election.

On July 14, 2011, the Union filed the petition at issue in this case, again seeking a self-determination election in which all full-time and regular part-time employees performing the work of FSRs within Boeing Commercial Airplanes within the United States be given the opportunity to vote to join the bargaining unit described in Section 1.1(a) and (3) of the Agreement (hereinafter referred to as the “Engineering Units”). In the event that the FSRs vote for inclusion in the Engineering Units, Petitioner also seeks a *Sonotone* election in which the Engineering Units can vote on whether to be included in a unit with non-professional employees.

On July 27, 2011, the parties stipulated that should a self-determination election be directed the existing unit shall be described for the purpose of the election as follows:

All persons working in the Company’s plants in the State of Washington, including persons who are on travel status from such plants, who are classified by the Company in one of the classifications listed in Appendix B of the 2008-2012 collective bargaining agreement and including those persons assigned (other than on travel status) at Edwards AFB, California or Palmdale, California who are classified by the Company in one of the classifications listed in Appendix B.

The following employees shall vote subject to challenge: All professional engineering employees in the Company’s Facilities and Safety, Health and Environmental Affairs (SHEA) organizations in the greater Puget Sound region of Washington and in Portland, Oregon, and those employees at Edwards Air Force Base, California, and Palmdale, California, at issue in Case 31-UC-311.

Stipulation, ¶ 4. The parties also stipulated that the hearing record (transcript, exhibits, including rejected exhibits, stipulations, and positions taken on the record by the parties) from Case 19-

RC-15372 as well as the Stipulation itself shall constitute the full and entire record in Case No. 19-RC15419. Stipulation, ¶ 6. The parties also stipulated that the issues presented by the petition are:

1. Whether the FSRs share a sufficient community of interest with the Engineering Units to allow their inclusion in a combined unit;
2. The supervisory status of the team lead FSRs; and
3. In the event a self-determination election is directed with the FSRs and the Engineering Units, how should the balloting occur.

Stipulation, ¶ 5.

I. INTRODUCTION

For sixty-five years, the Union has insisted, and the Company has agreed, that the Engineering Units in this case consist exclusively of professional (under the Act) engineers who work in the State of Washington (or are assigned from Washington to Edwards Air Force Base or Palmdale, California) and the greater Puget Sound area of Washington and Portland, Oregon (since 1999). See Jt. Ex. 1, ¶ 1.1(a) and (e). As recently as 1999, the Union confirmed that to be eligible for inclusion in the unit, a classification of employees must perform engineering work. Co. Ex. 136, p. 2. This position has been repeatedly agreed to by the Company, as the parties' collective bargaining agreement states:

When, pursuant to the provisions of Article 1, the Company classifies an individual in one of the Engineer classifications listed in Appendix B, it will give consideration to the nature of the work involved and the qualifications of such individual. Inclusion in these classifications shall be limited to those employees who, in performance of their assigned work, regularly apply engineering disciplines to the research, design, development, test and evaluation of Company products or processes, and who satisfy the definition of "professional employee" as stated in Section 2(12) of the National Labor Relations Act

Jt. Ex. 1, p. 45.

Seeking to unravel this 65 year history, the petition endeavors to add a unit consisting of Field Service Representatives, whom the Region has already found are non-professional,

throughout the United States (hereinafter referred to as “FSRs”)² to the existing Engineering Units. Therefore, at issue in this case is whether it is appropriate for the Region to reverse this 65 years of history and agreement between the parties that the Engineering Units consist of this limited group of professional engineers. The Union asserts that joining the two employee groups is appropriate because they “form an integral part of a process under which Boeing commercial airplanes are repaired, maintained, kept in the air.” Tr. 8.³ However, the record shows that domestic FSRs and the Engineering Units’ employees do not share a community of interest that is either sufficient or exclusive enough to warrant joining the two groups as petitioned. Thus, an *Armour-Globe* election is not appropriate and the Petition should be dismissed.

The Union has represented the Washington Engineering Unit since 1946. As noted, the parties define engineers as employees who “regularly apply engineering disciplines to the research, design, development, test and evaluation of Company products or processes, and who satisfy the definition of ‘professional employee’ as stated in Section 2(12) of the National Labor Relations Act....” Jt. Ex. 1. The Washington Engineering Unit currently consists of approximately 13,600 engineers who work in three of the Company’s major business units in the State of Washington. Bd. Ex. 3. The Facilities and SHEA Unit consists of approximately 280 employees. Stipulation, ¶ 4.

The Company also employs FSRs throughout the United States and the world. Unlike engineers, however, the FSRs at issue in this Petition do not work in more than one of the Company’s major business units, but instead, work only in the Company’s commercial airplane business unit, Boeing Commercial Airplanes (hereinafter referred to as “BCA”).

² FSRs are classified as GEC7 employees in the Company’s Salary Job Classification system. Tr. 167-68.

³ References to the transcript of the hearing in Case No. 19-RC-15372 will be made as Tr. _; references to the exhibits of the Union in Case No. 19-RC-15372 will be made as Un. Ex. _; references to exhibits of the Company in Case No. 19-RC-15372 will be made as Co. Ex. __; references to exhibits of the Board in Case No. 19-RC-15372 will be made as Bd. Ex. ___; and references to joint exhibits in Case No. 19-RC-15372 will be made as Jt. Ex. ____.

BCA relies on FSRs to serve as the face of the Company for its commercial customers and to act as a liaison between the customers and the Company. Employees who work as FSRs are selected for the position because of their experience in the aerospace industry and their ability to develop and maintain strong relationships with BCA customers and their employees. FSRs come from diverse backgrounds, including former engineers and former aircraft mechanics, and have a broad range of education, from no college to doctoral degrees. The work performed by FSRs is undeniably important. Indeed, the FSRs play a critical role by interfacing with the Company's customers and assisting in resolving customer issues. However, as previously found by the Regional Director, the FSRs' work is not engineering work. See Decision and Conditional Order, Case No. 19-RC-15372.

There is also no evidence that FSRs and the Engineering Units' employees are so integrated that deviating from that bargaining history is appropriate here. Indeed, the record reflects that the Company employs a large number of engineers in other locations who are not part of the Washington Engineering Unit. By way of example, in Long Beach, California, engineering employees perform exactly the same type of work as engineers in the Washington Engineering Unit and work within some of the same Company business units. The FSRs at issue in this case have the same type of interaction with the unrepresented Long Beach engineers as they have with the Washington engineers. The Long Beach engineers and the Washington engineers also have frequent interaction with each other.

The Company fully acknowledges that FSRs in the United States have a right under the NLRA to choose to be represented by the Union for bargaining purposes. However, the Company also recognizes that it is both contractually and legally inappropriate to join those FSRs with the existing Engineering Units. The evidence in the record clearly demonstrates that these two employee groups lack any real semblance of a community of interest and are by no reasonable application of established Board law so integrated that neither possesses a separate identity for bargaining purposes. Moreover, the Union's Petition, by seeking to deviate from the

historical geographic scope of the Engineering Units, fails to include employees groups, such as the engineers in Long Beach, who form an equally integral part of the process under which the Company repairs, maintains, and keeps airplanes in the air. Because of the overwhelming evidence that a unit consisting of United States-based FSRs and the Engineering Units is not appropriate, the Union's Petition for an *Armour-Globe* and *Sonotone* election must be dismissed.

II. STATEMENT OF FACTS

A. The Company's Business Operations

The Company is the leading aerospace company in the world. It is a Delaware Corporation with its principal headquarters in Chicago, Illinois. Bd. Ex. 2, 3. Its primary business is the development, manufacture, and sale of commercial and military aircraft. Bd. Ex. 3. Company employees work at locations throughout the world, with many locations throughout the United States. These locations include, among others: the State of Washington; Long Beach, Palmdale, Edwards AFB, San Bernardino, Huntington Beach, and Anaheim, California; Davis County and Weber County, Utah; Portland, Oregon; Mesa, Arizona; Patuxent River and Philadelphia, Pennsylvania; St. Louis, Missouri; Charleston, South Carolina; and Irving, Texas. Tr. 415, 762-64; Jt. Ex. 1; Co. Ex. 76.

The Company's global operations are divided into four major business units: Boeing Commercial Airplanes ("BCA"); Boeing Defense Systems ("BDS"); Engineering, Operations & Test ("EO&T"); and Shared Services Group ("SSG") Tr. 20, 55. BCA manufactures and sells commercial airplanes, primarily to airline customers. Tr. 20-21. BDS builds products for military customers in the United States and throughout the world. EO&T is a core engineering group that provides engineering resources and research to the entire Company. Tr. 21. It also is responsible for flight testing for both BCA and BDS products. Tr. 21. SSG includes the fundamental business structure that supports the Company. Tr. 21. This business unit includes

human resources, finance, the security department, the fire department, business systems operations, etc. Tr. 21.

Each of the business units described above employs individuals in various job classifications who perform a broad range of job duties. The classifications include FSRs, engineers, technical employees, touch labor⁴, sales representatives, warranty personnel, managers, administrators, and many others. Tr. 15-16, 1050-51; Jt. Ex. 1; Co. Ex. 28, 76. Many of these employees are represented by many different unions, including SPEEA. Jt. Ex. 1, Co. Ex. 75-77.

The Union currently represents separate bargaining units of engineers at Company locations including: Weber and Davis Counties, Utah; the Boeing Atlantic Test Center, Florida; the Company's Sandy Boulevard plant in Portland, Oregon; the greater Puget Sound region of Washington and Portland, Oregon; and Sedgwick County, Kansas.⁵ Jt. Ex. 1; Bd. Ex. 3; ER Ex. 75. It does not, however, represent all engineers working within the United States, including engineers in Long Beach, California. Tr. 1743. The Union also represents technical employees of the Company located in: the State of Washington and assigned at Edwards AFB and Palmdale, California; 19000 N.E. Sandy Boulevard, Portland, Oregon; Cape Canaveral Air Force Station, Florida; and Irving, Texas. Co. Ex. 77.

Employees in the Washington Engineering Unit are located in the Company's plants in the State of Washington and work in three of the Company's major business units: BCA, BDS, and EO&T. Bd. Ex. 1(a); Co. Ex. 119. There are approximately 13,600 employees in the Washington Engineering Unit, with approximately 8,700 in BCA, 2,400 in BDS, and 2,400 in

⁴ Touch labor is a term used at the Company that refers to the employees that do the actual physical work on airplanes. Tr. 1051. It includes mechanics and maintenance employees. Tr. 1051, 1072.

⁵ The following shows the approximate total number of engineers in each of the units: Weber and Davis Counties, Utah – 98; the Boeing Atlantic Test Center, Florida – currently there are no engineers in this unit; the Sandy Boulevard plant in Portland, Oregon - 51 ; Facilities and SHEA engineers in the Puget Sound region of Washington and in Portland, Oregon – 297; Sedgwick County, Kansas – 589. Bd. Ex. 3; ER Ex. 75, 78. There are approximately 27,000 engineers that are not represented by any union, including SPEEA.

EO&T. Bd. Ex. 3; ER Ex. 119. There are 43 classifications of engineers that work in the Engineering Unit. Jt. Ex. 1.

Unlike employees in the Engineering Unit, all the FSRs sought to be represented by the Union in the Petition are employed exclusively in BCA. Co. Ex. 28; Bd. Ex. 1(a), 3. There are approximately 226 FSRs located throughout the world, with approximately 99 located in the United States.⁶ Tr. 1592-93, 1598; Bd. Ex. 3; Un. Ex. 16.

B. BCA

BCA is the business unit primarily responsible for the Company's commercial airplane business. Tr. 20-21. Jim Albaugh is the President and CEO of BCA. Tr. 23, 56. Employees classified as FSRs work in various organizations within BCA, including Field Service (see Section 1.a.1, below), the Boeing Operations Center (hereinafter referred to as "BOC") (see Section 1.a.2, below), 787 Service and Support (see Section 1.b, below), and Boeing Business Jets (hereinafter referred to as "BBJ") (see Section 2, below). Co. Ex. 28. Within these BCA organizations there are seven different FSR roles: co-located FSRs, Seattle Support Center FSRs, Field Service Intro Reps, BOC Controllers, 787 Intro Reps, 747 Intro Reps, and BBJ FSRs. Co. Ex. 28. The section of the brief that follows will discuss the relevant organizational structure.

1. Commercial Aviation Services

Within BCA is a business unit called Commercial Aviation Services (hereinafter referred to as "CAS"). CAS is headed by Lou Mancini, Senior Vice-President of CAS. Tr. 22, 56; Co. Ex. 28. It is responsible for all services provided to customers after airplanes are delivered to them. Tr. 445. Ninety-six of the domestic FSRs fall within CAS and are found within two CAS organizations: Fleet Services and 787 Services and Support. Co. Ex. 27, 28; Un. Ex. 16.

⁶ Nineteen of the 226 FSRs are currently working in non-FSR positions. Bd. Ex. 3, 3(a). The Union only seeks to organize FSRs located in the United States, which includes the 19 FSRs temporarily working in other positions.

a. Fleet Services

The Fleet Services organization within CAS is headed by Dennis Floyd, Vice-President of Fleet Services for BCA. Tr. 22, 56. Fleet Services is responsible for all of the services the Company provides to the engineering and maintenance divisions of customers. Tr. 445.

Within Fleet Service there is another organization called Technical Customer Support (“TCS”). Tr. 22; Co. Ex. 28. At the time of the hearing in Case No. 19-RC-15372, TCS was headed by Peter Weertman, Vice-President of TCS. Tr. 22, 56, BOC, Tr. 59.⁷ It is responsible for providing support to customers and for providing the maintenance manuals and other documents that go with a particular model of airplane. Tr. 447. Within TCS are two organizations that employ FSRs: Field Service and TCS Customer Support Engineering.⁸ Tr. 22, 59; Co. Ex. 28.

1) *Field Service*

Michael Didonato is the Director of Field Service for BCA. Tr. 21-22. The purpose of Field Service is to act as a liaison between customers and the Company and to ensure customers are able to operate their airplanes successfully. Tr. 24. The FSRs in Field Service are divided into three groups: co-located FSRs, Seattle Support Center FSRs, and Intro Reps. Tr. 24, 27, 229.

2) *TCS Customer Support Engineering*

Lynne Thompson is the Director of Customer Support Engineering. Tr. 275; Co. Ex. 28. Customer Support Engineering is responsible for ensuring the continuing health and performance of the Company’s in-service airplanes. Tr.119-20. Within Customer Support Engineering, FSRs work in the Boeing Operation Center (BOC). Co. Ex. 28. The BOC is supervised by Senior Manager Bruce Rund. Tr. 275. The BOC was established to support customers with urgent mechanical or operational airplane issues. Tr. 276. The FSRs in the BOC

⁷ Mr. Weertman has since taken another position within the Company.

⁸ Employer Exhibit 28 refers to Customer Support Engineering by its prior name, Fleet Support Engineering. Tr. 275.

are referred to as Controllers. Tr. 32. In addition to the Controllers, the BOC includes structures engineers, stress engineers, systems technicians, and material management technicians. Tr. 278, 284, 318, 1289.

b. 787 Services and Support

787 Services and Support⁹ is headed by Michael Flemming, Director of 787 Services and Support. Tr. 60; Co. Ex. 28. It is responsible for providing support to customers when they first receive the 787 for use in their fleet. Tr. 415. Below Mr. Flemming in 787 Service and Support is manager Chris Tasche and below Tasche is first level manager David Bizar who supervises the Intro Reps for the 787 and 747 airplane programs. Tr. 60-61; Co. Ex. 28. The Intro Reps in 787 Service and Support are classified by the Company as FSRs. Tr. 61.

2. BCA Sales and Boeing Business Jets

BCA Sales is headed by Marlin Dailey, Vice President of Sales. Tr. 60; Co. Ex. 28. It is responsible for selling airplanes to customers worldwide. Tr. 140. Below Mr. Dailey is Steve Taylor who oversees Boeing Business Jets (BBJ). Tr. 60; Co. Ex. 28. Boeing Business Jets (BBJ) is the part of BCA Sales responsible for selling commercial airplanes to private or VIP customers. Tr. 58. BBJ provides support to its private and VIP customers via FSRs. Tr. 347-48. The FSRs are supervised by William Koperek. Tr. 60; Co. Ex. 28.

C. Field Service Representatives

1. Field Service FSRs

Co-located FSRs,¹⁰ Seattle Support Center FSRs, and Field Service Intro Reps work in the Field Service organization. Co. Ex. 28. Field Service is made up of 11 geographic regions that cover customers worldwide with each region supervised by a regional director. Tr. 24. It provides support to approximately 900 customers worldwide. Tr. 53. Of those, approximately 100 to 150 are based in the United States. Tr. 53.

⁹ 787 Service and Support was also referred as 787 Entry Into Service or 787 EIS at the hearing. Tr. 60.

¹⁰ Co-located FSRs were also referred to as "permanent" FSRs at the hearing. Tr. 703.

Field Service divides the customers it supports into two distinct groups: first tier customers and second tier customers. Tr. 83-84, 990. First tier customers are airlines that have either purchased an airplane directly from the Company or who have leased an airplane from a leasing company and is the first actual operator of the airplane. Tr. 84. Second tier customers are those airlines that have purchased used Company airplanes. Tr. 26. They are generally smaller and need support less frequently. Tr. 26, 105. First tier customers are generally supported by a co-located FSR, while second tier customers are supported by FSRs in the Seattle Support Center. Tr. 24, 26. Field Service provides first tier customers additional support when they purchase a new model of airplane for their fleet. Tr. 27. This support for the introduction of new models is performed by Intro Reps. Tr. 27.

a. Co-located FSRs

Field Service co-locates many of its FSRs with first tier customers throughout the world. Tr. 24. This means that at least one co-located FSR is permanently stationed onsite at the “base” of operation for each first tier customer, i.e., the operator of new Company airplanes. Tr. 35. The offices for co-located FSRs are generally located in the customer’s offices or maintenance facilities.¹¹ Tr. 40, 579-83.

Most bases are operated pursuant to contractual agreements between the customer and the Company. Tr. 62. When those contractual requirements end, the Company may cease providing Field Service support to those customers. Tr. 62. However, the Company generally maintains a presence at a customer’s base even though it is not contractually required to do so. Tr. 62. The Company does this to maintain relationships with those customers to better position the Company for future airplane sales. Tr. 62.

All three Field Service regions that are in the United States include co-located FSRs. Tr. 25, 227. There are approximately 37 co-located FSRs in the United States. Tr. 781; ER Ex. 103.

¹¹ The airplane sales contract between the Company and a customer typically requires the customer to provide FSRs with the office space needed for the FSRs to do their jobs. Tr. 40.

The regional directors for the three U.S. regions are located in Dallas, Texas; San Francisco, California; and Seattle, Washington.¹² Tr. 227-28. The regional directors all report to Mr. Didonato. Co. Ex. 28. Neither Mr. Didonato nor any of the regional directors supervise employees in the Engineering Unit. Tr. 26.

The Company typically strives to limit an FSR's co-location assignment to five years, although an assignment may be longer or shorter depending on the circumstances. Tr. 36-37. At the end of an assignment, a co-located FSR may be rotated to either a new domestic or international assignment. Tr.154. Co-located FSRs may also be transferred to the Seattle Support Center or into an Intro Rep or BBJ FSR position. Tr. 733.

1) *Team Leads*

A single customer may have as few as one co-located FSR assigned to it or as many as five or six.¹³ Tr. 35-36. For customer bases where there are multiple co-located FSRs, the Company designates one of the co-located FSRs to be the base's team lead. Tr. 67-68; Co. Ex. 5. There are approximately 30 to 35 team leads worldwide with 10 to 15 team leads located at bases in the United States. Tr. 73.

Team leads are responsible for managing the workload at the base amongst the several co-located FSRs assigned there. Tr. 69, 232, 746; Co. Ex. 5. In making assignments to the other co-located FSRs, the team lead determines whether to make assignments by model of airplane, function specialty, or some other criteria. Tr. 578-79, 746-47. They ensure that the base operates in compliance with policies and procedures, act as the primary contact for the customer, and develop the co-located FSRs in performance of their duties. Tr. 70; Co. Ex. 5.

¹² Approximately 13 co-located FSRs are assigned to Regional Director James Russell, who is located in San Francisco, California. Tr. 227-28; ER Ex. 27. Approximately 13 co-located FSRs are assigned to Regional Director Morgan Standbridge, who is located in Dallas, Texas. Tr. 227-28; ER Ex. 27. Approximately 8 co-located FSRs are assigned to Regional Director Carlos Barrea who is located in Seattle, Washington. Tr. 228; ER Ex. 27.

¹³ The Company also employs "Field Service Associates" at its many bases worldwide. Tr. 36. They are not at issue in this Petition. Field Service Associates are typically hired locally and can continue to work indefinitely at the base where they are hired. Tr. 36. They provide administrative and operational support for FSRs. Tr. 36.

Team leads are also responsible for setting work schedules to meet customer requirements and to schedule travel for visits to any remote customer locations. Tr. 70, 230, 579. Team leads often provide input for a co-located FSR's performance reviews as well as discipline; however, the co-located FSR's regional director is responsible for issuing reviews and making disciplinary decisions. Tr. 226.

2) *Job Requirements*

There are three levels of progression within the FSR job classification. Tr. 168-69; Co. Ex. 21-23. The job descriptions describe the minimum requirements needed by FSRs, including co-located FSRs, for each level, with each higher level demanding greater skill and knowledge in a core set of competencies. Tr. 157; Co. Ex. 21-23.

a) General and Technical Competencies

The general competencies FSRs, including co-located FSRs, are required to possess at increasing level of ability include: adaptability; build positive relationships; business (operational) acumen; collaboration; communication; customer focus; decision making; global perspective, political awareness, and strategic decision making. Co. Ex. 21-23.

FSRs, including co-located FSRs, are expected to have the following technical competencies, as well: aircraft knowledge; aircraft maintenance; analytical skills; aviation industry; customer knowledge; field base support; flight safety; product and services value; technical writing; and troubleshooting. Co. Ex. 21-23. None of the competencies FSRs are expected to possess require the knowledge or application of engineering principles. Co. Ex. 21-23. See *also* Decision and Conditional Order, Case No. 19-RC-15372.

b) Education and Experience

Co-located FSRs are not required to have a four year college degree, let alone an engineering degree, to work in the position. Tr. 159, 210; Un. Ex. 15, 17. The job description for an FSR Level 3, the minimum level for an FSR, states that the education and/or experience required for the position is a:

Bachelor's and typically 6 or more years' related work experience, a Master's degree and typically 4 or more years' related work experience *or an equivalent combination of education and experience.*

Co. Ex. 21 (emphasis added). The job descriptions for FSR Levels 4 and 5 mimic this language with the only deviation being increased years of experience required for each higher level.

Co. Ex. 22-23.

In contrast to education, experience plays a substantial role in the requirements to be a successful co-located FSR. Tr. 890. As noted in the job descriptions, no matter the level of education, a co-located FSR is required to have related work experience. Co. Ex. 21-23. Co-located FSRs come from various educational backgrounds and are generally expected to have at least five years experience working at the Company. Tr. 113. Moreover, the experience does not need to be engineering in nature, as many of the current co-located FSRs came to the position through other work backgrounds, including aircraft mechanics. Tr. 210, 162, 740-41; Co. Ex. 103-10.

3) *Role and Responsibilities of Co-located FSRs*

The primary responsibility of co-located FSRs is to ensure that the customer to whom they are assigned is fully informed of the Company's administrative structure and, when necessary, acts as their liaison between the many Company departments. Tr. 37, 92. They are charged with making sure customers are satisfied with the Company's products and services and helping identify areas where customers may be able to increase efficiencies in their fleet and decrease operating costs. Tr. 37, 92; Co. Ex. 6, 7.

a) Customer Relations

Co-located FSRs are expected to develop strong relationships with customers and their personnel, obtain detailed knowledge about them, and apply the knowledge gained to improve the services provided to customers. Tr. 37, 75, 599, 974, 1027; Co. Ex. 6. These obligations require that co-located FSRs develop an understanding of the customer's internal culture and

politics, as well as any industry or geographic-based cultural and political nuances that may impact the customer's operation. Tr. 94.

Co-located FSRs develop the detailed customer knowledge they need through both reactive and proactive work and by developing good working relationships with the customer's employees with whom they regularly interact. Tr. 94, 604-05; Co. Ex. 100-01. Timely and competent reactive work, such as responding to airplane problems that arise, instills in customers the confidence they need to trust co-located FSRs to do what is best for their business. Tr. 94.

Once a co-located FSR has developed a relationship with a customer through reactive work, it opens the door for co-located FSRs to engage in more proactive work. Tr. 94-95. Proactive work may include strategic planning with the customer on how to improve business practices that are having a detrimental effect on airplane performance. Tr. 94-95, 605-07, 984. To help them develop their working relationships with customer employees, co-located FSRs are given a budget to cover the cost of entertainment activities. Tr. 81, 698-700, 959-60; Co. Ex. 100, 101.

Co-located FSRs are also expected to rely on their unique customer knowledge to help market new products to customers. Tr. 37-38, 80; Co. Ex. 6. Each customer is assigned a CAS sales director. Tr. 45, 603. The co-located FSR interacts with the CAS sales director a minimum of two times per month and as often as daily. Tr. 603. In these interactions, the CAS sales director and co-located FSR will discuss sales strategies, identify products to market to the customer, and discuss any perceived obstacles in making the sale. Tr. 603-04.

i) Daily Rounds

Co-located FSRs are expected to make daily rounds to visit the individuals with whom they work in an effort to improve customer confidence. Tr. 99, 100-01, 600-01, 880; Co. Ex. 7-8. They typically visit a customer's engineering department and airline management and may also visit hangers, quality assurance, or any other group with whom they interact regularly. Tr. 600,

881. Conversations during the daily rounds may involve work-related topics and may also involve more personal topics that help the co-located FSRs get to know the people they work with better. Tr. 99, 631, 883. These daily rounds can take anywhere from one half hour to several hours depending on the size of the customer and the issues that come up in conversations. Tr. 600-01, 883.

ii) Customer Support Plans

Co-located FSRs at bases supporting significant customers are requested to work together with other Company organizations to create a customer support plan for that customer. Tr. 170, 174-79; See Co. Ex. 24-26. Other organizations that participate in the plan's development include Customer Support, BCA and CAS Sales Directors, and the CAS Regional Vice President. Tr. 636-37. The customer is also included in preparation of the plan. Tr. 637, 895-96. Customer support plans are typically created annually but can be modified throughout the year. Tr. 637-38, 895.

In preparing the plan, co-located FSRs, with the input from the other organizations, seek to identify what the customer's business goals are and how the co-located FSRs and other organizations within the Company can help them succeed in achieving their goals. Tr. 170-71, 174-79, 636, 895-96. The purpose of the plan is to continually improve the quality of the contribution Field Service and the other Company organizations make to the success of the customer's business. Tr. 171. Progress on the plan is tracked by co-located FSRs at the base in a web-based project management system called MET. Tr. 181-83; Co. Ex. 25-26.

b) Technical Advisor

Another job duty of co-located FSRs is to act as a technical advisor to their assigned customer, especially the customer's maintenance, engineering and operations staff. Tr. 77, Co. Ex. 6. In the role of a technical advisor, a co-located FSR assists the customer in understanding and addressing technical issues and problems with their airplanes. Tr. 77, 597. This assistance may include helping the customer understand technical documents specific to an airplane,

troubleshooting an existing problem with an airplane, or helping a customer identify and work with organizations within the Company to resolve a problem the customer is unable to resolve itself. Tr. 77, 597. Co-located FSRs also identify, monitor, and seek to change customer behavior that may lead to future problems with an airplane. Tr. 82. Some customers, based on their business operation, rely more on a co-located FSR's technical skills than others. Tr. 597.

Typically, customers attempt to resolve technical issues with airplanes by themselves using Company-provided manuals and resources before involving the assigned FSRs or other Company employees in the problem. Tr. 889. If the customer is unable to resolve the problem, they may seek assistance from their assigned co-located FSRs in finding a solution. Tr. 889. For example, the record shows that at the base in Minneapolis, Minnesota, FSRs and customers were able to resolve 11 percent of the technical problems that occurred in the past year without additional assistance. Tr. 1693. There is also evidence that co-located FSRs and customers at the Alliance base in Texas are able to resolve approximately 40 percent of airplane technical issues that occur. Tr. 890.

When the co-located FSRs and customer determine they are not able to resolve the problem with an existing solution, one of them (either the customer or FSR) will submit a service request to BCA Customer Support Engineering via the Boeing Communication System (hereinafter referred to as "BCS"). Tr. 85-86, 711-12, 885, 976-77, 991. Although customers are encouraged to file the service requests themselves, the FSRs sometimes assist them. Tr. 357. Of the service requests submitted for customers, co-located FSRs only submit approximately 30 percent of them. Tr. 102. Typically, customers only seek a co-located FSR's assistance in drafting a service request when the situation is too complex or the customer's capabilities are too limited to do so themselves. Tr. 102.

Once a service request is received by BCA Customer Support Engineering, service engineers begin the process of designing a fix for the customer's problem. Tr. 889. Service engineers may involve other engineers within the Company with more specific engineering

expertise in developing a fix if necessary. Tr. 712, 715, 889. While the service request is pending, co-located FSRs may make periodic contact with the Customer Support Engineering and the engineers working on the problem to monitor the service request's progress. Tr. 88. After the design of the repair is completed by Customer Support Engineering, co-located FSRs are responsible for ensuring that a repair recommended by Service Engineering in fact fixes the problem at issue. Tr. 89-90.

c) Other Job Duties

When Company employees other than co-located FSRs visit a customer, the co-located FSRs act as the liaison between the visiting employees and the customer. Tr. 660-61. They coordinate with the parties regarding meeting times, assist the visiting employees with travel arrangements, and meet the visiting employees when they arrive and escort them to the customer's offices. Tr. 661, 992-93. The co-located FSR is also responsible for educating the visiting employees about the customer and its business to maximize the impact of the engagement. Tr. 38.

Co-located FSRs also have the responsibility to help customers prepare for the introduction of a new model of airplane to an existing fleet. Tr. 96-97. They meet with the customer and representatives of the Company's Contract Administration¹⁴ organization and discuss with them the customer's needs in relation to the new airplane. Tr. 96-97. The co-located FSRs can leverage their unique relationships with the customer to resolve any conflicts that may arise between the parties related to the contract. Tr. 97. Co-located FSRs also play an important role when a customer purchases Company airplanes for the first time, as they serve as the face of Boeing for the new customer. Tr. 97-98.

Co-located FSRs are expected to attend customer management meetings. Tr. 83. At many bases, co-located FSRs participate in daily meetings with the customer in which the

¹⁴ Contract Administration is a business unit at the Company responsible for drafting contracts for the sale of products and services. Tr. 97.

status of their fleet is discussed. Tr. 83, 601. Co-located FSRs are the only employees of the Company that attend the daily meetings on a regular basis. Tr. 83.

On occasion, customers may request that their assigned co-located FSRs accompany them to Company-directed meetings, such as the Fleet Team Conference. Tr. 608. The Fleet Team Conference brings together representatives of all customers who operate a certain model of aircraft to discuss issues related to that model. Tr. 608. Co-located FSRs may be asked to accompany the customer to the conference to help them navigate and understand the Company and facilitate conversations between the customer and specific individuals with whom the customer has asked to meet. Tr. 609. Fleet Team Conferences are typically held in either Seattle or in Long Beach depending on the airplane model at issue. Tr. 609. Fleet Team Conferences are typically held twice per year. Tr. 610.

4) *Tools and Resources*

Co-located FSRs use a variety of tools in the performance of their jobs, most of which are electronic in nature. The majority of them are accessed through Field Service's home page, which is available via the Company's intranet. Tr. 43; Co. Ex.1 .

a) My Boeing Fleet/Toolbox

My Boeing Fleet is a web-based portal to the maintenance and operations manuals, service bulletins, and other information co-located FSRs rely on to help customers maintain, repair, and operate their airplanes. Tr. 41, 107, 610-11; Co. Ex. 11. Some co-located FSRs use it at least weekly and sometimes daily. Tr. 610. For some airplane models, such as the 787, manuals, service bulletins, and the other related documents can be accessed through a new program called Toolbox. Tr. 425. Toolbox, although containing basically the same information as My Boeing Fleet, has improved functionality, such as cross-referencing between documents. Tr. 425.

b) Manuals, Drawing, and Catalogs

Co-located FSRs rely heavily on the various manuals, drawing, catalogs, and other documents found on My Boeing Fleet and Toolbox. Tr. 1668. The manuals used by co-located FSRs include: the Aircraft Maintenance Manual; the Fault Isolation Manual; the Aircraft Readiness Log; the Airplane Flight Manual; the Built-In Test Equipment Manual; the Component Maintenance Manual; the Supplier Maintenance Manuals; the Engineer Indication and Alerting System; the Illustrated Parts Catalog; the Maintenance Tips; the Wiring Diagram Manual; and the Structural Repair Manual. Tr. 47, 1668; Un. Ex. 23. These manuals contain processes, fixes, and product lists for each of the Company's aircraft. Tr. 447, 610-11. When attempting to help customers resolve problems with airplanes, co-located FSRs search these manuals for a possible existing solution prior to sending it to engineering. Tr. 610-11. These manuals and other document are also used by Engineering Unit employees, other non-engineering Company employees, and customer employees, including airline mechanics. Tr. 41, 107-08

c) Service Bulletins

Co-located FSRs also use service bulletins when attempting to help a customer find an existing solution to an airplane problem. Tr. 610-11. Service bulletins describe a specific problem with an airplane and the solution to that problem. Tr. 450. Each service bulletin is prepared by service bulleting engineering and must be approved by the FAA. Tr. 450, 611.

d) Field Service Data Store

The Field Service Data Store ("FSDS") is also available to co-located FSRs. Tr. 42-43. FSDS is a web-based tool that is accessed through the Field Service home page. Tr. 42-43. Co-located FSRs use FSDS to record an airplane's status and any configuration changes performed by non-Boeing companies. Tr. 42-43, 64, 591, 593. They can also use FSDS to check customer lists, measure the quality of communications to and from the customer, and track and plan current and future assignments. Tr. 42-43, 591, 593-95. Only employees in Field

Service can access FSDS and the availability of some of its tools and resources is dependent on supervisory status. Tr. 61, 592, 709.

e) Boeing Communication System

The BCS plays a significant part in a co-located FSR's job duties. Tr. 42, 594, 998; Co. Ex. 2. It is web-based communication system in which co-located FSRs, customers, and other Company employees enter and track service requests. Tr. 42, 594, 998; Co. Ex. 1. Service requests submitted through BCS are the vehicle by which a customer can obtain support from the Company in resolving the mechanical or operational airplane issue they or the co-located FSR could not resolve. Tr. 42, 594, 998.

f) Significant Issues Visibility tool

The Significant Issue Visibility Tool ("SIVT") is an application that Field Service uses to track critical issues that could potentially cause an airplane to go out of service and be grounded for an extended period of time. Tr. 53-54. It was created as a means for co-located FSRs to enter information into the tool to create increased visibility of the problem, especially for the BOC. Tr. 53-54. It also provides senior management with a tool to see high priority service requests and get a complete history of all the things that have been happening in order to get that airplane back in service. Tr. 53-54.

g) Share Point Sites

Share Point Sites are another tool used by co-located FSRs. Tr. 51-52. They are web-based sites that Field Service regions use to publish information to be shared with co-located FSRs within the region. Tr. 51. Customer support plans are posted on Share Point sites. Tr. 51-52. The Share Point Sites are only accessible to Field Service employees. Tr. 52.

5) *Policies and Procedures Specific to Co-located FSRs*

Co-located FSRs are subject to policies and procedures that are specific to Field Service. Tr. 64-65; Co. Ex. 3-20; Un. Ex. 26. These policies and procedures are referred to as Local Work Instructions ("LWIs"). Tr. 64, 595. They are written and updated by a process writer

assigned exclusively to work with Field Service and approved by the Field Service Operations Group.¹⁵ Tr. 218. The LWIs for Field Service are intended to be exhaustive and comprehensive instructions that co-located FSRs are expected to follow when performing their jobs. Tr. 65, 595. The FSR-specific LWIs do not apply to any employees outside of Field Service. Tr. 66.

6) *Staffing*

Co-located FSRs are subject to staffing processes that are different from the Company's typical processes. Tr. 149. The hiring procedure for FSRs is more complex than for engineering employees, as well as other Company employees, because candidates must pass through a multi-step process before receiving their first co-location assignment. Tr. 149. Additionally, co-located FSRs are subject to a rotation policy that is unique to the FSR classification. Tr. 153.

a) *Hiring*

Company business units typically hire for vacancies in their organizations, including bargaining unit positions, by posting job openings for specifically identified positions on the Boeing Enterprise Staffing System ("BESS"). Tr. 152. All Company employees may access BESS to see the job postings and apply for open positions. Tr. 152.

In contrast to the typical job posting process, Field Service job postings on BESS simply allow a candidate to apply for entry into the Field Service organization. Tr. 152, 155. Details of any post-hire assignment are not a part of Field Service's BESS listing. Tr. 152, 155-56. Candidates for the co-located FSR opening are interviewed several times. Tr. 156.

The Field Service Operations Management Team is responsible for selecting the candidates for entry into Field Service. Tr. 742. If a candidate is selected for possible entry into Field Service, they are required to go through a very specific training program called First Base Training, where they are assessed on whether they will be able to develop the skills necessary to be a successful co-located FSR. Tr. 152.

¹⁵ The Field Service Operations Group is headed by Greg Norden who recently accepted responsibility for the Seattle Support Center. Tr. 219

First Base Training lasts approximately 90 days and involves sending a candidate to one of several designated bases. Tr. 165. There the candidate is given a specific checklist of on-the-job tasks that must be performed during the ninety-day period. Tr. 165, 618-19. The candidate is also instructed on the use of the tools and resources relied on by co-located FSRs in performing their jobs. Tr. 1667.

As part of First Base Training, co-located FSR candidates also spend a period of time in the Seattle Support Center and, while there, attend a training session called Vision Awareness Training. Tr. 165, 618-19. The purpose of this training is to introduce the co-located FSR candidates to the different business units and organizations with which they will interact in performing their jobs. Tr. 165-66. The team lead at the base where First Base Training takes place assesses the candidate's performance and, based on that assessment, the candidate either becomes part of the Field Service organization or is rejected as a candidate. Tr. 165, 226, 619. Once admitted to the Field Service organization, the new co-located FSR is given a specific work assignment. Tr. 165.

Existing co-located FSRs are able to access, through FSDS, listings of open base assignments for which they may apply. Tr. 150-51; Co. Ex. 20. Only FSRs have access to these postings and only FSRs can be selected to fill them. Tr. 150-51. The base openings are not published on BESS and are not available to non-Field Service employees. Tr. 153. The regional directors and Field Service management evaluate the candidates for open assignments using specific criteria and guidelines and make the decision regarding who is best suited to fill the open position. Tr. 149; Co. Ex. 20. The hiring and probationary training process for Field Service is unique to the organization. Tr. 149-51.

b) Rotations

As noted, co-located FSRs are typically in an assignment for a finite period of time, ideally between four to five years. Tr. 153, Co. Ex. 20. The Company limits the time a co-located FSR serves in an assignment because it feels that co-located FSRs provide better service to the

customer if they have a diversity of experiences with different customers and in different regions of the world. Tr. 154-55. When co-located FSRs complete their assignment, they typically rotate to a new assignment. Tr. 153; Co. Ex. 20. Co-located FSRs may transfer between the various FSR positions, including co-located assignments, the Seattle Support Center, Intro Rep assignments, and BBJ assignments. Tr. 733. They may also rotate from an international assignment to a domestic assignment and vice versa. Tr. 154.

Field Service maintains a detailed process governing the rotation of employees from one assignment to another to ensure the best match is created between FSRs and customers. Tr. 153-154; Co. Ex. 20. This process includes the use of the Relocation Evaluation Tool which records the FSR's personal information, work history, and prior performance ratings along with other information relevant to the relocation evaluation. Co. Ex. 20.

7) Promotions

As discussed above, there are three levels within the FSR classification: Level 3, Level 4, and Level 5. Co. Ex. 21-23. Typically, co-located FSRs start at Level 3 and can progress up to Level 5. Tr. 741. There is no set amount of time a co-located FSR must be at a specific level in order to progress to the next level and any promotion is based on the co-located FSR's body of work up to that point. Tr. 206-07. Although there is not a set amount of time a co-located FSR must be a Level 4 before they are eligible for a promotion to Level 5, most co-located FSRs spend at least eight years at a Level 4 before being promoted. Tr. 207.

8) Wages

Co-located FSRs are salaried employees and are exempt from the Fair Labor Standards Act based on the administrative exemption. Tr. 225, Co. Ex 121. The Company establishes the range of salaries available to co-located FSRs. Tr. 169. They are set forth in the Salary Reference Tables for the GEC7 classification. Tr. 169; Bd. Ex. 3; Co. Ex. 132. Wage rates in the Salary Reference Tables vary depending on location. Co. Ex. 132. A co-located FSR's regional

director is primarily responsible for setting the actual salary for each co-located FSRs based on the SRTs. Tr. 225, 741.

9) *Benefits*

The Parties stipulated to the benefits available to both FSRs, including co-located FSRs, and Engineering Unit employees. Bd. Ex. 3(d). The stipulation addresses health care, retiree medical, dental, short-term disability, long-term disability, life insurance, accidental death and dismemberment, and retirement plans. Bd. Ex. 3(d). The stipulation establishes that all FSRs generally receive the same benefits as other FSRs. Bd. Ex. 3(d). It also shows many similarities between the benefits of FSRs and Engineering Unit employees as well as all Company employees throughout the United States, but also some differences. Bd. Ex. 3(d).

10) *Training*

As discussed above, co-located FSRs other than BOC Controllers must complete the ninety-day First Base Training to become a co-located FSR. Tr. 165. In addition to the training upon entry into Field Service, co-located FSRs continue to receive training throughout their careers. Tr. 166. The ongoing training includes airplane familiarization training with the launch of new models and personal development training upon recommendation by supervisors. Tr. 166-67. Co-located FSRs may also voluntarily attend training to aid in their career development. Tr. 167. The curriculum for Field Service-specific training is developed and updated by the Field Service Organizational Group. Tr. 220.

11) *Interactions with Other Company Organizations*

In performing their jobs, co-located FSRs interact with many different Company organizations. These interactions may be in-person, by telephone, or through an electronic communication system, such as email. Additionally, every 12 to 18 months co-located FSRs located away from Seattle and Long Beach are given an opportunity to travel to those two locations to visit with representatives of the several organizations with which they interact. Tr. 111-12, 114, 235. The week-long visit is referred to as “business week”. Tr. 111-12, 114,

235. The following is a discussion of the Company organizations with which co-located FSRs interact most regularly:

a) Customer Support Engineering

Customer Support Engineering is a group within the TCS business unit. Tr. 86. It is headed by Director Lynne Thompson. Tr. 59; Co. Ex. 28. Customer Support Engineering has engineers located in Renton and Everett, Washington, and in Long Beach, California. Tr. 120. Engineers in Renton support the heritage Boeing's narrow-body (single aisle) models and engineers in Everett support the heritage Boeing's wide-body (double aisle) models. Tr. 879. Engineers in Long Beach support heritage Douglas and McDonnell Douglas airplanes. Tr. 120. They also support the Boeing 717. Tr. 120. The engineers located in Renton and Everett are in the Washington Engineering Unit; Long Beach engineers are not represented. Tr. 1148, 1715.

Engineers in Customer Support Engineering, both in Washington and Long Beach, are organized into several groups, including: airline support engineers (hereinafter referred to as "ASEs"), service engineers, fleet support chiefs, and service bulletin engineers. Tr. 121-127; Co. Ex. 13. Organizationally, ASEs in Washington and Long Beach are grouped according to the customers they support; service engineers are grouped by expertise related to different airplane parts or systems; and fleet support chiefs are responsible for all aspects of a specific model of airplane. Tr. 119-24; 612-15; Co. Ex. 13. The role of the Customer Support engineers is to oversee the health of all in-service airplanes and to respond to airplane problems encountered by customers. Tr. 120, 612. They do this by responding to service requests and in-service data acquired from the customers. Tr. 120.

Service requests come to Customer Support Engineering via BCS. Tr. 31-32. BCS is an electronic communication system that customers access to request assistance regarding a problem they are experiencing with an airplane. Tr. 283, 998-99. Typically, the customer submits the service request; however, co-located FSRs working with the customer may do so as well. Tr. 42, 283. Service requests that do not indicate a need for a resolution in less than 24 hours

are directed to Customer Support Engineering. Tr.283. Those that indicate a solution is needed within 24 hours are directed to the BOC (see Section 1.C.2, below). Tr. 283.

In responding to and resolving service requests, Customer Support engineers, particularly service engineers, may work with airplane program design engineers to develop solutions to problems with customer airplanes for which a solution has not already been developed. Tr. 86, 120. This may involve conducting an engineering analysis of the problem and designing a new or modifying an existing solution to the problem or working with an outside supplier to resolve problems with components of the airplane produced by them. Tr. 86, 88.

Service engineers are also uniquely situated to identify problems with airplanes that span multiple customers as they respond to service request from co-located FSRs and customers throughout the world that are operating the same model of airplanes. Tr. 86-87. In response to these problems that affect more than one customer, service engineers may issue a service letter informing the customers of the problem and what they can do to remedy it. Tr. 87. The remedy may include an actual repair or it may suggest a new airplane maintenance plan. Tr. 87.

b) Service Bulletin Engineers

As previously noted, Service Bulletin Engineers draft bulletins regarding changes to components or systems on airplanes. Tr. 619-20. The change may be made because the FAA has ordered it to be done or it may be done voluntarily. Tr. 619-20.

c) Material Management

Material Management, previously called "Spares," has operations in Seattle and in Long Beach and sells Boeing proprietary parts. Tr. 30, 132, 627. Material Management also provides logistics services for distribution of those parts and parts from other suppliers to customers. Tr. 132. The employees in material management are not members of the Engineering Units. Tr. 375. Studies conducted in 2009 and 2010 have shown that co-located FSRs spend approximately 10 percent of their time dealing with material management issues. Tr. 134, 374.

12) *Customer-driven Terms and Conditions of Employment*

Co-located FSRs are typically required to wear badges issued by the specific customer with which they are co-located that gives them access to the customer's facilities. Tr. 38-39, 580-83, 1030. These badges are not issued by the Company, although co-located FSRs may have a Company-issued badge in addition to the customer badge.¹⁶ Tr. 39, 1030.

The work hours of co-located FSRs are established by the needs of the customer and are not dictated by the Company; thus, work hours for co-located FSRs may vary depending on their assignment. Tr. 39. Moreover, co-located FSRs are expected to be available as needed when off duty if the customer has an urgent need for the co-located FSR's assistance. Tr. 75, 160; Co. Ex. 6. Co-located FSRs may also be subject to the customer's work rules, including the dress code, which may vary depending on the customer. Tr. 39-40, 580-83, 1030.

13) *Interchange*

Temporary interchange between co-located FSRs and bargaining unit employees occurs, but is limited and only occurs one way. Tr. 216-16, 239. When a co-located FSR is temporarily absent from his or her assigned base, Field Service may temporarily "backfill" the position until the assigned co-located FSR returns. Tr. 215. Usually, Field Service is able to use other FSRs to temporarily backfill the vacant position. Tr. 215-16. However, on the rare occasion when another FSR is not available, Field Service may backfill the open position with ASEs or other employees from TCS. Tr. 216. ASEs backfill for FSRs approximately one or two times per year. Tr. 237. The Company identified eleven incidences where the Engineering Unit's employees back filled for domestic FSR employees from 2006 to 2011. Un. Ex. 27.¹⁷ There are no instances where co-located FSRs have backfilled for employees in the Engineering Units. Tr. 239.

¹⁶ Scott Hirsch testified that does he not wear his Company badge while at work. Tr. 1054.

¹⁷ The Parties acknowledged that the information in Union Exhibit 27 may not be complete.

14) *Meetings*

Co-located FSRs participate in TCS meetings once or twice per year. Tr. 992. The meetings usually take place at the customer's facilities. Tr. 992; Un. Ex. 992. In these meetings, the co-located FSRs, ASEs, and Deputy Fleet Chief meet to discuss the most critical concerns for the employer and how the Company will address them going forward. Tr. 992, 994.

Many co-located FSRs also participate in daily calls with other Company employees assigned to support the same customer. Tr. 634-35, 879. These calls do not take place for all customers. Tr. 634. Other participants on the call include ASEs from Seattle and/or Long Beach, depending on the airplane models in use by the customer, and a representative from material management. Tr. 635, 880. They may also include co-located FSRs from other bases. Tr. 879. The call usually lasts no longer than an hour. Tr. 635, 879. The purpose of the call is to ensure that all parties are on the same page in relation to what the customer needs that day. Tr. 880. In the call, the participants discuss problems needing to be addressed during the day and go over the interruptions and flight defects that happened over the course of the prior evening. Tr. 880.

b. Seattle Support Center FSRs

Field Service provides support for approximately 400 to 500 second tier customers, i.e., customers who purchase used Company airplanes, via its Seattle Support Center located in Duwamish, Washington. Tr. 26, 102, 104. The Seattle Support Center was established approximately two years prior to the filing of the Petition. Tr. 29-30. Greg Norden is the regional director responsible for approximately 10 FSRs that work in the Seattle Support Center. Tr. 229, 783; ER Ex. 104.

Unlike co-located FSRs, FSRs in the Seattle Support Center are assigned to support several different customers at a time and are not co-located with the customers to whom they are assigned. Tr. 26. FSRs in the Seattle Support Center may on occasion visit their assigned customers, but such visits are infrequent. Tr. 105.

The Seattle Support Center operates 24 hours per day, five days per week in order to match up with the working hours of its customers throughout the world. Tr. 30-31, 105. The work schedules of Seattle Support Center FSRs are set to ensure the support center is staffed for the hours it is open. Tr. 30-31

Seattle Support Center FSRs are expected to possess the same basic skills and abilities as co-located FSRs, including educational background and past job experience. Co. Ex. 21-23. They are also required to perform most of the same job duties and provide the same types of customer support as co-located FSRs, but with the limitations commensurate with being at a site remote from the customer. Tr. 31, 105. They also interact with most of the same organizations within the Company, use the same tools, and are subject to the same policies and procedures as co-located FSRs, including staffing and rotation policies. Tr. 29-30, Co. Ex. 3-20. At times, FSRs in the Seattle Support Center also participate in process improvement activities with employees from other groups from TCS and CAS that are intended to help improve the Company's performance. Tr. 30.

c. Field Service Intro Reps

Field Service provides additional short-term support to first tier operators who are receiving a new type of airplane they have not previously operated. Tr. 27. The FSRs sent on these short-term assignments are Intro Reps and are specially trained to assist the customers in integrating new airplane models in their fleet. Tr. 27. There are approximately four Field Service Intro Reps, who are supervised by Mark Hamilton. Tr. 784-85; Co. Exs. 28, 108.

The permanent work location of Intro Reps is Washington; however, they typically spend approximately 75 percent of the year on assignment away from Washington. Tr. 28, 223. When on assignment away from Washington, the Intro Reps' work schedule is dictated by the airline customer and Intro Reps can work up to 15 hour days, six to seven days per week. Tr. 28, 33.

When home from an assignment, Intro Reps spend time recuperating and may work at the Company's offices in Duwamish getting ready for their next assignment, doing special projects in Field Service operations, or backfilling for other co-located FSRs. Tr. 29, 223.

As FSRs in Field Service, Intro Reps are expected to possess the same basic skills and abilities as co-located FSRs, including educational background and past job experience. Co. Ex. 21-23. In fact, Intro Reps come primarily from the flight line where they worked as mechanics. Tr. 27. Moreover, they are subject to the same policies and procedures as co-located FSRs, including hiring and staffing policies, and interact with most of the same organizations within the Company. Tr. 152-56; 165-66; Co. Ex. 3-20; Un. Ex. 26. They also use the same tools and resources as co-located FSRs. Co. Ex. 3-20.

1) *Job Duties*

Intro Reps partner with and lead an entry-into-service team of Company representatives when a new model airplane is delivered to a customer. Tr. 497-98. The entry-into-service team consists of the Intro Rep, the co-located FSR, and possibly other employees with specialties relevant to the roll out of a new airplane. Tr. 498-99; Co. Ex. 79. The team is usually onsite with the customer approximately 90 days. Tr. 27, 499.

When an Intro Rep arrives on an assignment, they are charged with getting to know the customer's maintenance control people, the line maintenance leaders, and general engineering personnel. Tr. 33. They also contact the co-located FSRs working with the customer to help determine what type of support the customer is actually going to need. Tr. 33. Some customers are better equipped to integrate the new airplane model than others, so the information gathered from FSRs related to the customer's capabilities is very valuable. Tr. 33-34.

During their assignment, Intro Reps work particularly close with the customer's line mechanics to help get the airline employees familiar with how to get the airplane ready for each flight. Tr. 27. The customer's line mechanics will be largely responsible for that task once the Intro Reps assignment ends. Tr. 27.

a) Meet and Greet

The primary day-to-day job performed by Intro Reps is called a “meet and greet”. Tr. 420-21. In a meet and greet, after the customer has placed the new airplanes into service, the Intro Rep meets every newly introduced airplane as it arrives at the airport and is there for every departure. Tr. 420-21, 1464. The purpose of the meet and greet is to make sure everything with the airplane is working properly and that the customer is coming up to speed with the new product. Tr. 421, 1465. When an airplane arrives from a flight and all the passengers deplane, the Intro Rep, usually with the customer’s lead mechanic, goes onboard the airplane to assess the airplane’s health. Tr. 421. As the Regional Director previously found, the “meet and greet” is not engineering-type work. See Decision and Conditional Order, Case No. 19-RC-15372.

b) Overnight Maintenance

The secondary job of Intro Reps is overnight maintenance. Tr. 422. During the day, as pilots fly the airplanes, they write in a log book any problems they encountered during the day. Tr. 423. When the airplane returns for the night, the Intro Rep will stay with the customer personnel until any issues identified during the day are resolved. Tr. 422, 1491. Although the customer’s personnel are responsible for resolving the issues, the Intro Rep may assist the customer when they need help finding a component or using documents and manuals related to the airplane. Tr. 423. The Intro Reps also act as a liaison between Customer Support Engineering and the customer when there is not a fix to a problem in the existing documents. Tr. 1467, 1470. The Intro Reps rely largely on the same tools and resources as co-located FSRs. Tr. 424-25.

2. BOC Controllers

The Boeing Operation Center (“BOC”) is part of Customer Support Engineering. Co. Ex. 28. It was established in 2005, as a place where the Company could support customers with particularly urgent airplane issues. Tr. 276, 277-78. It operates 24 hours per day, 365 days per

year and provides service to customers worldwide, basically serving as a resource for BCA customers with mechanical emergencies on the Company aircraft, including airplane-on-the-ground (“AOG”) situations.¹⁸ Tr. 276, 278, 1288.

Several different job classifications are represented in the BOC, including FSRs. Tr. 278-79. In the BOC, FSRs are referred to as Controllers. Tr. 278-79. BOC also has structures engineers, stress engineers, systems technicians, and material management technicians. Tr. 278, 284, 318, 1289. Only one of the stress engineers is a Company employee. Tr. 312. The rest are contract employees. Tr. 312. The Company engineers are in the Washington Engineering Unit. Jt. Ex. 1. The systems technicians and material management technicians are in the Union’s technical unit. Tr. 284. All BOC employees sit in the same, open room, with Controllers sitting in the middle. Tr. 284.

There are four shift managers in the BOC that oversee the day-to-day operations of the center. Tr. 313-14, 317. The shift managers oversee all the employees in the BOC when on duty, including the Controllers. Tr. 314, 330. The Controllers’ assigned manager is Rick Cates. Tr. 276. He is responsible for the job performance-related issues of Controllers. Tr. 324-25. There are approximately 14 Controllers in the BOC. Tr. 785; Co. Ex. 109.

Controllers work a variety of shifts, including four-10s, three-12s, and 7 days on/7 days off. Tr. 281-82. Supervisor Rick Cates is responsible for approving Controllers’ schedules. Tr. 282. However, the Controllers themselves have significant input in determining their shift and work together to ensure that individual shifts align so as to ensure the needs of the BOC are met. Tr. 282, 1334. Controllers working a 12-hour shift work different hours than structures engineers working a 12-hour shift. Tr. 1315. Controllers work 8:00 to 8:00 and structures engineers work 6:00 to 6:00. Tr. 1315.

¹⁸ AOG or airplane on the ground is a situation where a customer has scheduled to be flying an airplane but is unable to place the airplane in service because of some mechanical or technical issue with the airplane. Tr. 623.

a. Job Duties

The Controller's role in the BOC is to make the initial contact with the customer once a service request is received. Tr. 279, 1320-21. Service requests are routed to the BOC via BCS if the party entering the request into the system has indicated that a resolution to a problem is needed within 24 hours of the submission. Tr. 283. When they receive a service request, the Controller calls the customer and engages them in a discussion about the details of the service request to determine if it is the type of urgent problem BOC is tasked with resolving. Tr. 287-88, 295-96, 1285, 1321. The Controller also checks to determine that the customer has a contractual right to use the BOC's services. Tr. 297-98.

Controllers may be able to resolve the customer's request based on the information they collected without engaging other BOC employees. 1284, 1287-88, 1328. Indeed, they resolve approximately 2 to 3 service requests out of 30 on their own. Tr. 1332.

When the Controller has determined the problem is appropriate for the BOC and has clarified it, they transfer the request to a functional lead who is then responsible for ensuring a solution is found. Tr. 296, 1286, 1324-25. The functional lead may enlist the expertise of engineers in the BOC or, if necessary, engineers outside the BOC, to resolve the problem. Tr. 302. The functional lead is usually an engineer with extensive experience in developing fixes for airplanes. Tr. 301.

Once responsibility for the service request is transferred to the functional lead, the Controller monitors the request to make sure that the BOC is going to meet the established completion deadline. Tr. Tr. 301-02, 1285-87, 1323, 1325-26. They may also be tasked with obtaining additional information from the customer, and in some cases, bringing people together to contact the customer for further discussion about the problem. Tr. 301-02, 1285-87, 1323, 1325-26.

When a resolution has been developed and delivered to the customer, the Controller is responsible for conducting a final wrap-up discussion with the customer. Tr. 302, 1327. The

purpose of the call is to ensure that the customer is satisfied with the resolution they received.
Tr. 302.

Six to seven times per month, a controller will be assigned to manage the SIVT. Tr. 1333. As noted above, the SIVT is an electronic tracking tool for high priority service requests. Tr. 53-54. BOC is typically responsible for resolving the service requests list on SIVT and uses the information from SIVT in their daily meeting to help prioritize the day's work. Tr. 286-87. On the days they are assigned to manage SIVT, the controller does not perform their other typical job duties. Tr. 1333.

b. Tools

In the BOC, there is a large blue screen with dots that represent every request pending resolution. Tr. 285-86, 1323. Functional leads and Controllers can also view the information on their computers. Tr. 286. When they hover their mouse over one of the dots, information about the service requests is shown, including who is working on it, when it is scheduled to be due, and what stage it is in. Tr. 286. BOC also has an organization-specific website that contains all BOC-specific policies and procedures as well as the roles and responsibilities documents. Tr. 280; Co. Ex. 30-31.

c. Meetings

Controllers participate in daily meetings in the BOC with the other BOC employees. Tr. 286-87. In the meeting, they discuss what is important for the day and make assignments. Tr. 286-87. Controllers also chair daily meetings to discuss specific items listed on SIVT. Tr. 1291-92. These meetings include executive management, BOC management, service engineering management, and the FSRs co-located with the customer whose issue is being discussed. Tr. 1291-92.

d. Interchange

There have been some incidents when other FSRs have worked temporarily in the BOC as Controllers. Tr. 316-17. However, there has not been such interchange in at least one and

one half years. Tr. 325-26. Other FSRs have also transferred into the BOC as Controllers. Tr. 316.17. There have been no incidents were a BOC Controller has transferred into another FSR position. Tr. 326. There are no occasions where a Washington Engineering Unit member has temporarily worked as a Controller and no Controller has temporarily worked as an engineer. Tr. 1334.

Controllers interact with other Company employees outside of the BOC. Tr. 309. These include service engineering in both Washington and Long Beach, material management, airline security, and air safety. Tr. 309.

e. Staffing

Hiring for the BOC Controller position is different from the hiring for other FSR positions. Tr. 330. Controllers are hired directly into the BOC and not into the Field Service organization. Tr. 330, 750. Mr. Cates is responsible for hiring the Controllers. Tr. 309. The Controllers do not spend any time training as an FSR and they do not participate in First Base Training. Tr. 330. Many of the Controllers hired into the BOC are hired from airlines and have a mechanics background. Tr. 323-24. They are hired because of their practical knowledge and not their theoretical knowledge of how to fix an airplane. Tr. 323-24, 337. Controllers receive a shift differential when they work the second shift, third shift, Saturdays, and Sundays. Tr. 315, 1312. They are only issued Company badges. Tr. 326-27.

3. 787 and 747 Intro Reps

The Company is currently flight testing two new models of airplanes: the 787 and the 747-800. Tr. 525. To prepare for deployment of the new models, the Company has been training 787 and 747 Intro Reps to provide short-term onsite support to customers when they receive the new airplane for the first time. Tr. 415.

There are eight 787 Intro Reps and three 747 Intro Reps. Tr. 415, 783-84; ER Ex. 106-107. They are supervised by Field Service Introductions Manager David Bizar. Tr. 412, 15. The 787 Intro Reps are located in Seattle and the 747 Intro Reps are located in either Palmdale or

San Bernardino, California.¹⁹ Tr. 415. In addition to the current 787 and 747 Intro Reps, there are 19 individuals that were hired to be either 787 or 747 Intro Reps but have been temporarily transferred to other positions until the new models are delivered. Bd. Ex. 3, 3(a).

Intro Reps for the 787 and 747 are not required to have a college degree. Tr. 548. To be hired as a 787 or 747 Intro Rep, it is preferred that candidates have a background in aviation along with either a college degree, A & P license²⁰, or military background. Tr. 548. Bizar is responsible for their performance evaluations and has input into salary increases, hiring and discipline. Tr. 545-46, 549, 551. When on assignment, the 787 and 747 Intro Reps may be eligible for location or hardship pay. Tr. 550. They will also be required to have customer-issued badges. Tr. 553.

a. 787 Intro Reps

There are two stages to the work to be performed by 787 Intro Reps. The first stage is pre-delivery of the 787 where the 787 Intro Rep is preparing for entry of the 787 into service. Tr. 426. The 787 Intro Reps are currently in this stage. Tr. 426. The second stage will come when the 787 delivery begins. Co. Ex. 79. At that time, the 787 Intro Rep will be responsible for helping the customer integrate the new airplane into its fleet. Co. Ex. 79.

1) *787 Intro Rep Responsibilities Pre-delivery*

While the 787 is in flight test, the 787 Intro Reps' job responsibilities are to gain experience and knowledge about the airplane and help with service readiness as the Company prepares for delivery of the airplane. Tr. 426. They visit the airplanes every day to talk with the lead mechanics, the aviation maintenance technicians, and the quality assurance representatives to understand what's going on with the airplane, what the issues are that they are seeing, and, in some cases, to offer advice on how to correct issues. Tr. 426-27, 1122-23.

¹⁹ One of the 747 Intro Reps is in the process of returning to Washington where additional 747 flight testing will take place. Tr. 418.

²⁰ An A & P license is an Airframe and Powerplant License that is issued by the FAA after an individual completes a two-year course, usually at a community college or similar institution. Tr. 211. The A & P license allows the individual to perform maintenance work on an airplane. Tr. 211.

They also observe the maintenance crews so they can learn what the maintenance procedures are, how long they take, and what type of tools and parts are needed to do the job. Tr. 427. They do this so that when they are onsite with the customer, they will already know the procedure. Tr. 427.

In addition to interacting with the mechanics and technicians working on the 787 flight test, the 787 Intro Reps interact with quality systems, liaison engineering, the shift manager, ground ops engineering, and other program personnel. Tr. 427. They also interact with the “Tool Box” designers, maintenance document writers, maintenance engineering, and service engineering. Tr. 427.

During flight testing, the 787 Intro Reps provide 24 hours per day coverage, Monday to Friday. Tr. 431. They also cover two shifts on Saturday and Sunday. Tr. 432. Their work schedules are approved by Bizar, however, the Intro Reps have significant input into the schedule. Tr. 431.

The 787 Intro Reps attend daily operational review meetings. Tr. 429. These last about one half hour and include about 20 to 30 people. Tr. 431. In addition to the 787 Intro Reps, the operational review meeting is attended by representatives from the BOC, Entry Into Service monitoring, Gold Care²¹, and representatives from suppliers. Tr. 430. Additionally, the 787 Intro Reps attend daily manager’s meetings with flight test manufacturing. Tr. 431.

2) 787 Intro Rep Responsibilities Post-delivery

The responsibilities of 787 Intro Reps after delivery of new 787 airplanes to a customer will be similar to those that Intro Reps in the Field Service organization perform. Co. Ex. 79. However, there are some differences. Tr.498. For example, the entry-into-service team for the 787 will include representatives from organizations from the Company not normally included in the standard entry-into-service team. Tr. 498. The 787 entry-into-service team will include: Intro Reps; co-located FSRs; customer support engineering; design engineering; E-Enabling;

²¹ Gold Care is a service group that deals with the sale of services to customers. Tr. 430.

material management; Reliability, Maintainability and Testability; IT; the on-site team leader; and suppliers. Tr. 499; Co. Ex. 79. The Company has decided to provide the additional support for the 787 due to the increased complexity of the airplane and to accelerate the customer's familiarity with it. Co. Ex. 79.

As with the typical entry-into-service team, the 787 team will be onsite with the customer for approximately 90 days. Tr. 499. As part of the 787 entry-into-service team, the Intro Rep will be responsible to perform meet and greet duties, assist with problem resolution, participate in daily meetings, and provide information on-the-job training to the customer's maintenance employees. Co. Ex. 79.

For the 787, an electronic system referred to as "Tool Box" will be used in place of My Boeing Fleet. Tr. 423. Tool Box will have research functionality My Boeing Fleet does not have, such as cross-linked documents. Tr. 425. It will contain all of the maintenance manuals, flight operations documents, parts list, etc., related to the 787 that will be used by the customer and the Company to help resolve problems. Tr. 423-24.

b. 747 Intro Reps

As with the 787 Intro Reps, there are two stages to a 747 Intro Reps assignment: pre-delivery and post-delivery. The 747 Intro Reps are currently with the airplane as it is being flight tested so they can gain experience with and knowledge about the new airplane. Tr. 419. In addition to gaining experience with the airplane, the Intro Rep may provide advice or feedback about the airplane from a customer's point of view. Tr. 419. The 747 Intro Reps' work schedule is currently set by the team lead with input from the Intro Reps. Tr. 549.

When the 747-800 is delivered to a customer for the first time, the 747 Intro Rep will accompany the airplane and perform the standard Intro Rep duties. Tr. 420. A service engineer may also accompany the airplane. Tr. 525-26. The onsite assignment will only last approximately 60 days, instead of the 90 days for other airplanes. Tr. 420. The 747 Intro Reps

will be performing duties similar to those performed by Field Service Intro Reps, including performing meet and greets and overnight maintenance. Tr. 531.

The 747 Intro Reps will spend approximately 65 percent of their work hours performing meet and greets and the remaining 35 percent of their time working on overnight maintenance. Tr. 543. When working on overnight maintenance, the 747 Intro Reps may engage in some troubleshooting. Tr. 543, 531. If the 747 Intro Rep is unable fix the problem, he may enlist the help of the onsite service engineer for more complex troubleshooting requiring more knowledge and expertise. Tr. 531.

c. 787 and 747 Intro Reps Loaned out to Flight Test

Approximately nineteen employees who were originally selected to be 787 and 747 Intro Reps have been temporarily assigned to other positions. Tr. 489-92. These employees, who have been “loaned” from Field Service to their temporary positions, are expected to return to their Intro Rep positions once the airplanes to which they are assigned begin to be delivered to customers. Tr. 490.

Approximately eight of the loaned FSRs are currently working as ground operations engineers, who are represented by the Union in the Washington Engineering Unit. Tr. 489-90; Co. Ex. 27. Seven of the loaned FSRs currently work as flight analysts. Tr. 491-92; Co. Ex. 27. Five are working on the 787 program and two are working on the 747 program. Tr. 492-93; Co. Ex. 27. Flight analysts are represented by the Union in the technical employees unit, not the Engineering Unit. Tr. 492.

4. BBJ FSRs

Boeing Business Jets (BBJ) sells and modifies standard commercial airplanes for private or VIP use. Tr. 58. Customers are typically private operators, not commercial. Tr. 350. The BBJ unit is headed by Steve Taylor, President of BBJ. Tr. 346. The FSRs in BBJ are supervised by William Koperek. Co. Ex. 28. FSRs working in the BBJ are not considered to be part of Field

Services. Tr. 57. Also, Bill Koperek participates with the Field Service's leadership team even though Mr. Didonato, as head of Field Services, has no direct responsibility for him. Tr. 58.

There are five BBJ FSRs, two of which are located in the United States. Tr. 345. The two domestic BBJ FSRs are located in Dallas, Texas, and Ventura, California. Tr. 345, 365. They work out of their homes, but travel to visit customers about 100 to 130 days per year. Tr. 347, 353. They are on-call 24 hours per day. Tr. 357.

It is preferred that BBJ FSRs work in an assignment for at least six years because of the time it takes for them to get familiar with customers in a private aviation setting. Tr. 350-51. Customers are assigned to BBJ FSRs based on geographic location. Tr. 371. Typically, if a customer has BBJ and commercial airplanes, the BBJ FSR will be assigned to support that customer for all airplanes. Tr. 349. BBJ FSRs visit each of their customers two to three times per year. Tr. 352.

The main responsibility of BBJ FSRs is to support customers and help them resolve any problems with their airplanes. Tr. 347. As part of their support efforts, BBJ FSRs are expected to build and maintain relationships with their assigned customers. Tr. 355. BBJ FSRs spend approximately 50 percent of their time communicating with customers. Tr. 359.

BBJ FSRs also provide support to the modification centers. Tr. 347, 368. Modification centers are Company approved third-party businesses that perform the modifications to Company airplanes to meet customer's specifications and preferences. Tr. 368. BBJ FSRs provide support to modification centers by answering questions about proposed modifications to the airplane or helping them find the right answer from other Company organizations either directly or by filing a service request through BCS. Tr. 369-70.

The support provided to customers includes introductory support for new airplanes. Tr. 347-48. Generally, the BBJ sales agreement contains an agreement that the Company will provide 30 days of introductory support to the customer. Tr. 350. When the BBJ FSR provides the introductory support, they travel to the customer's base of operation and provide on-the-job

training and familiarize the customer with basic servicing and other tasks. Tr. 350. Although a customer is typically permitted 30 days of support, the BBJ FSR does not generally support the customer for that long. Tr. 353.

The work performed by a BBJ FSR differs to some extent from that performed by Field Service FSRs. Tr. 351-52. For example, the urgency that accompanies many service requests from commercial customers is not so great with BBJ customers because BBJ customers typically are not using their airplanes as a revenue source, but instead a transportation tool. Tr. 351-52. Thus, commercial customers lose money each flight an airplane is not able to make, where a BBJ customer can simply find another mode of transportation to fill their needs. Tr. 351-52.

In addition, BBJ customers are encouraged to contact their FSR whenever they have a problem with their airplane. Tr. 356-57. The BBJ FSR will then submit the necessary service request to BCA Customer Service Engineering. Tr. 356-57. This is unlike the situation with commercial customers, who are encouraged to contact the Company directly through BCS. Tr. 357. The purpose of having BBJ customers contact their FSR directly is to signal to them that they will be treated more directly and more personally than their commercial counterparts. Tr. 357.

In performing their duties, the BBJ FSRs interact with service engineering, the BOC, material management, the BBJ contracts directors, supplier management, BBJ program management, sales support, airline support engineers, and digital data.²² Tr. 356, 372, 387. BBJ FSRs do not design or test parts of airplanes and they do not release engineering drawings. Tr. 359, 371. They are subject to the same staffing procedure as Field Service FSRs. Tr. 345.

²² Digital data maintains the Company's electronic communications systems used by Company employees and customers. Tr. 372-73.

D. Characteristics of the Engineering Unit

The Washington Engineering Unit consists of approximately 13,600 engineers in 43 different job classifications working in Company plants within the State of Washington.²³ Tr. 11; Jt. Ex. 1, 2; Jt. Ex. 1. Less than half of all Company engineers fall within the Engineering Unit. Tr. 11. There are also engineers in locations such as Long Beach; Weber and Davis Counties, Utah; Portland, Oregon; and Sedgwick County, Kansas. Tr. 1743; Jt. Ex. 1.

The Collective Bargaining Agreement covering the Washington Engineering Unit also applies to the Facilities and SHEA Unit in the greater Puget Sound region of Washington and Portland, Oregon. Jt. Ex. 1. The petition seeks to add the FSRs to both the Washington Engineering Unit and the Facilities and SHEA Unit based on its contention, which is contrary to the Parties' Agreement, that those two units are actually a single unit. See Stipulation, ¶ 4.

In addition to those two units, the Collective Bargaining Agreement also applies to other distinct bargaining units, including a unit in Weber and Davies Counties, Utah; a unit of the Company's plants at the Boeing Atlantic Test Center, Florida; and a unit covering the Company's Sandy Boulevard plant in Portland, Oregon. Jt. Ex. 1.

There are two principal characteristics of the Engineering Units: 1) its members must be engineers and 2) the members must work either within the State of Washington (or be on assignment from Washington to Edwards AFB or Palmdale, California) or the greater Puget Sound area in Washington and Portland, Oregon. Employees working in the Engineering Unit's classifications are required to have at least a bachelor's degree in engineering, computer science, mathematics, physics or chemistry and to apply engineering principles regularly in the performance of their jobs.²⁴ Co. Ex. 32-74; Bd. Ex. 3.

²³ The parties dispute the inclusion of engineers at Edward AFB and Palmdale, California, in the Engineering Unit. Bd. Ex. 3.

²⁴ The parties stipulated that the job descriptions contained in Employer Exhibits 21-23 and 32-74 accurately reflect the job requirements for FSRs and engineering unit employees. Bd. Ex. 3.

The Union, in its 1999 Second Post Hearing Memorandum, affirmed that “the engineering employees throughout Boeing share common educational backgrounds and job requirements.” Co. Ex. 136, 26. In its 1999 Memorandum, the Union acknowledged that the bargaining unit at issue in both the 1999 case and here constitutes an engineering unit and that to be eligible for inclusion in the unit, a classification of employees must perform engineering work. Co. Ex. 136, p. 2. Language from the Parties’ contract supports this position. Jt. Ex. 1. It states:

When, pursuant to the provisions of Article 1, the Company classifies an individual in one of the Engineer classifications listed in Appendix B, it will give consideration to the nature of the work involved and the qualifications of such individual. Inclusion in these classifications shall be limited to those employees who, in performance of their assigned work, regularly apply engineering disciplines to the research, design, development, test and evaluation of Company products or processes, and who satisfy the definition of “professional employee” as stated in Section 2(12) of the National Labor Relations Act

Jt. Ex. 1, p. 45.

The Union has consistently taken the position that the Engineering Units consist of engineers, and have the exclusive right to perform engineering work in their geographical area. Tr. 310; Co. Ex. 29. In 1979, the Company and Union participated in an arbitration in which the Union accused the Company of failing to recognize an employee as a member of the Engineering Unit. Co. Ex. 29. In the alternative, it argued that the Company had violated the contract by allowing an employee who was not an engineer as defined the Parties’ contract to perform engineering work. Co. Ex. 29. Similarly, the Union has filed at least three grievances asserting that technical employees in the BOC who are not in the Engineering Unit have performed Engineering Unit work. Tr. 310.

E. Bargaining History

The Company has had a bargaining relationship with the Union since at least 1946. Since that time, the Parties have negotiated contracts covering several different bargaining units in several different locations throughout the United States. Jt. Ex. 1; Co. Ex. 75, 76, 77.

1. Lack of Bargaining History Regarding FSRs

Since 1946, the Company has recognized the Union as the bargaining representative of engineering employees in the State of Washington. Bd. Ex. 3; Co. Ex. 136, p. 5. At no time have FSRs been included in the unit nor has the Union sought to include them in any way.

2. Historic Geographic Bargaining Standard

As indicated, the Union represents several employee groups at the Company, including the Engineering Units. Each of the units represented by the Union is specifically limited in their geographic scope. Jt. Ex. 1; Co. Ex. 75-77.

a. The Engineering Units

The Engineering Units have been and continue to be limited in their geographic scope. While the Parties disagree regarding whether the engineers described in Section 1.1(e) (the Facilities and SHEA Unit) of the Parties' Agreement are part of the same bargaining unit as Section 1.1(a) (the Washington Engineering Unit), the Parties' Agreement conclusively establishes that they have agreed to treat the two groups as separate, stand-alone bargaining units based on their geographic location:

Section 1.1 Recognition. For the purposes of collective bargaining with respect to rates of pay and other conditions of employment, the Company recognizes the Union as the exclusive bargaining agent for the following collective bargaining units:

1.1(a) All persons working in the Company's plants in the State of Washington, including persons who are on travel status from such plants, who are classified by the Company in one of the classifications listed in Appendix B and including those persons assigned (other than on travel status) at Edwards AFB, California or Palmdale, California who are classified by the Company in one of the classification listed in Appendix B.

...

1.1(e) All professional engineering employees in the Company's Facilities and Safety, Health and Environmental Affairs (SHEA) organizations in the greater Puget Sound region of Washington and in Portland, Oregon; excluding all other professional employees employed in Facilities and SHEA, all guards and supervisors as defined by the National Labor Relations Act, and all other employees.

Jt. Ex. 1, §1.1. Accordingly, the description of these units as well as the other units listed in §§1.1(b) through (d) explicitly relies on the geographic location of employees to determine inclusion or exclusion from the respective units.²⁵

In addition to the plain language of the contract, the Parties maintain a practice of removing employees from the Washington Engineering Unit when they are only temporarily assigned to positions outside of the State of Washington, even with full expectation of return. Tr. 754-56; Un. Ex. 6. When an engineer who is a member of the Washington Engineering Unit is sent on an assignment outside the State of Washington that is scheduled to last for more than two years, the employee is no longer considered to be a member of the bargaining unit at the time the assignment begins. Tr. 754-55. This agreement applies even if that employee is scheduled to return to their assignment in Washington and even if they continue to be supervised from Washington. Tr. Tr. 754-55. Likewise, if an employee from outside the State of Washington is sent on an assignment to Washington that is scheduled to last more than two years, the employee becomes a member of the bargaining unit at the start of their assignment. Tr. 754-55.

A similar policy applies to virtual employees. Virtual employees are those employees who work from home on a permanent basis, but who have a designated work location at one of the Company's facilities. Tr. 757-58. The recognized practice between the Parties is that virtual employees who have a designated work location in the State of Washington, but who work from their home outside of Washington, are not members of the bargaining unit. Tr. 758-59. The Union has in the past attempted to reverse the Parties' policy related to virtual employees, but the Company has held firm to its position on this policy. Tr. 118; Co. Ex. 102; Un. Ex. 6. For example, in negotiations for a new contract in 2005, the Union proposed to change this policy through suggested changes to the recognition clauses. However, the Company refused the

²⁵ If the employees in §§ 1.1(a) and 1.1(e) are found to constitute a single collective bargaining unit as the Union contends, then the language in the first paragraph of §1.1 would be rendered meaningless, and then the petition would also have to include the units described in §§ 1.1(b) through (d).

Union's overtures and the Union's proposal was not included in the ratified contract. Tr. 1189; Co. Ex. 102; Un. Ex. 6.

Additionally, the Parties continue to dispute the applicability of the collective bargaining agreement to engineers in Palmdale and Edwards Air Force Base, California, since the engineers there became permanent employees at those locations instead of employees assigned from Seattle. Bd. Ex. 3.

b. Other Units Represented by the Union

The geographic nature of the Parties bargaining history is not limited to the unit at issue. The Parties have a long established history of bargaining almost exclusively on a geographic basis. For example, in addition to the engineering employees represented in Washington, the Union has represented units of engineering employees in: Weber and Davis Counties, Utah; the Boeing Atlantic Test Center, Florida; the Company's Sandy Boulevard plant in Portland, Oregon; and Sedgwick County, Kansas. Tr. 77, 75. It also represents technical employees located in: the State of Washington and assigned at Edwards AFB and Palmdale, California; 19000 N.E. Sandy Boulevard, Portland, Oregon; Cape Canaveral Air Force Station, Florida; and Irving, Texas. Co. Ex. 77.

III. ARGUMENT AND CITATION OF AUTHORITY

In its Petition, the Union requested that the Board conduct an *Armour-Globe* self-determination election to determine if FSRs located in the United States want to become part of the Engineering Units. It justifies its request for an *Armour-Globe* election by asserting that the FSRs and the Engineering Units' employees "form an integral part of a process under which Boeing commercial airplanes are repaired, maintained, kept in the air." Tr. 8. However, an *Armour-Globe* election is not appropriate because domestic FSRs and the Engineering Units' employees do not share a community of interest that is either sufficient or exclusive enough to warrant joining the two groups as petitioned.

Most significantly, a unit combining the two groups, which really consists of three groups, into a single unit would be a significant departure from the Parties' history of bargaining on a geographically-restricted and engineer-only basis. Moreover, the record evidence establishes that the majority of FSRs are subject to day-to-day supervision, staffing procedures, and daily job duties, that are very different than those for the Engineering Units. Interaction between the two groups is very limited as well.²⁶ Further, the Engineering Units' employees are engineers, and thus the nature of their work and their skills differ considerably from those of the FSRs.

In addition to the many differences between FSRs and the Engineering Units' employees, the few similarities between the two groups that the Union will highlight are not unique to the FSRs and the Engineering Units. Indeed, any similarities between the two groups are also shared by other employees outside those two groups. For example, the engineers in Long Beach, California, who work in tandem with Washington-based engineers in the Company's Customer Support Engineering organization, have as much interaction and similarities with the FSRs as the employees from the Engineering Units, but the Union does not seek to include the Long Beach engineers in the *Armour-Globe* election.

Because the record fails to demonstrate a distinct community of interest between the domestic FSRs and the Engineering Units' employees or provide sufficient justification for deviating from the parties' past bargaining history, the Union's request for an *Armour-Globe* election should be denied and the Petition dismissed.

A. An Overview of *Armour-Globe* Self-Determination Elections

A self-determination election is a procedure that "allows employees 'to determine the scope of a unit by allowing them to cast a vote for each of several potential units which the Board has determined are appropriate.'" See *NLRB v. Raytheon Co.*, 918 F.2d 249, 251 (5th Cir. 1990) (citing *NLRB v. Lorimar Productions, Inc.*, 771 F.2d 1294, 1301 (9th Cir. 1985)). The self-determination election procedure is different from the standard procedure in which the Board

²⁶ There is no record evidence of interaction between the FSRs and the Facilities and SHEA Unit.

defines a single appropriate unit and then employees vote to join or not join the unit as defined by the Board. Unlike a self-determination election, the standard procedure does not give employees the opportunity, through their vote, to influence what the makeup of the final certified unit will be. In *NLRB v. Underwood Machinery Co.*, 179 F.2d 118, 121 (1st Cir. 1950), the First Circuit, in response to an employer's complaint that the Board improperly deferred the final decision on the certified unit to employees, explained the Board's rationale for using self-determination elections:

The wishes of the employees are a factor in a Board's conclusion upon a unit; they are to be weighed with the similarity of working duties and conditions, the character of the various plants, and the anticipated effectiveness of the unit in maintaining industrial peace through collective bargaining. [citations omitted] In this case, after considering all of the circumstances of the situation with reference to whether there should be one or two units selected as the appropriate collective bargaining agency, the Board came to the conclusion that the single factor that would tip the scales was the preference of the employees. The Board's determination, based upon the expression of the employees' practically unanimous preference, cannot be said to be improper and invalid.

The self-determination election procedure is used in several situations, including *Armour-Globe* elections.

1. History of *Armour-Globe* Self-determination Elections

The concept of a self-determination election arose early in the existence of the NLRA, occurring first in the context of disputes amongst unions seeking to represent the same group of employees but in different units. Two cases that addressed this issue and have subsequently become synonymous with self-determination elections are *The Globe Machine and Stamping Co.*, 3 NLRB 294 (1937), and *Armour and Company*, 40 NLRB 1333 (1942).

In *Globe Machine*, a union filed petitions seeking to represent three separate bargaining units. Another union then filed its own petition seeking to represent all the employer's employees, including those employees sought by the other union. The Board determined that each of the four bargaining units sought in the petitions could constitute an appropriate bargaining unit. Thus, it ordered an election where employees had the choice between forming

separate units, having a joint unit, or having no unit at all. It deferred its final determination on what employee groups would constitute the certified unit(s) until after the election.

Similarly, in *Armour and Company*, a union that represented a production and maintenance unit sought an election that would have consolidated employees from three other separate bargaining units, all of which were represented by different unions, into a single unit with the production and maintenance employees. The Board determined that each of the three units would be given the opportunity to vote to decide if they wanted to be added to the production and maintenance unit.

Since their inception, *Armour-Globe* self-determination elections have been expanded beyond disputes between unions to certain situations where a union seeks to join an unrepresented group of employees to an existing unit. See *S.S. Joachim and Anne Residence*, 314 NLRB 1191 (1994); *Carr-Gottstein Foods Co.*, 307 NLRB 1318 (1992); *Warner-Lambert Co.*, 298 NLRB 993 (1990); *Duke University*, 227 NLRB 1627 (1977). This is the situation faced by the Parties in this case as the Union seeks to add all FSRs throughout the United States to the Engineering Units, which it contends are one collective bargaining unit.

In a situation of this nature, the election, if appropriate, is normally conducted solely among the unrepresented employees who are given the choice of joining the existing unit or not. See *S.S. Joachim and Anne Residence*, 314 NLRB 1191; *Carr-Gottstein Foods Co.*, 307 NLRB 1318; *Warner-Lambert Co.*, 298 NLRB 993; *Duke University*, 227 NLRB 1627. In some cases, if requested by the union, the unrepresented employees also may have the choice of forming a separate, independent bargaining unit. See *Carr-Gottstein Foods*, 307 NLRB 1318 (finding the Regional Director inappropriately gave employees the option to select a standalone unit because the union had not indicated it was willing to represent the employees in a unit separate from the existing unit).

However, where the petition seeks to add non-professional employees to a unit of professionals as the Union requests here, the professional employees must also vote in a

“*Sonotone* election,” named after *Sonotone Corp.*, 90 NLRB 1236 (1950). Section 9(b)(1) of the NLRA indicates that a unit including both professionals and other employees is inappropriate “unless a majority of such professional employees vote for inclusion in such unit.” 29 U.S.C. § 159(b)(1). This is true even when the number of nonprofessionals seems insignificant. In *Leedom v. Kyne*, 358 U.S. 184, 186 (1958), the U.S. Supreme Court affirmed that the failure of the Board to afford 233 professionals an opportunity to vote on whether they wished to be included in a unit with nine nonprofessionals violated the statute.

Because of the nature of the representation question at issue in this type of *Armour-Globe* election, the Regional Director must wait until after the vote to determine whether it must either: 1) amend the existing bargaining unit to include the new employee group, 2) certify a new unit, or 3) do nothing at all. See *S.S. Joachim and Anne Residence*, 314 NLRB 1191; *Carr-Gottstein Foods Co.*, 307 NLRB 1318; *Warner-Lambert Co.*, 298 NLRB 993; *Duke University*, 227 NLRB 1627.

2. The Community Of Interest Between Groups of Employees Is Critical in Determining if an *Armour-Globe* Election Is Appropriate

For an *Armour-Globe* election to be appropriate, a union must show that any unrepresented employees it seeks to join in an existing unit meet two criteria: 1) they must have a community of interest with the employees in the existing unit and 2) they must, by themselves, constitute an appropriate voting group. *Warner-Lambert Company*, 298 NLRB at 995. Neither party contests that the domestic FSRs are an appropriate voting group for purposes of an *Armour-Globe* self-determination election.

a. The Community of Interest Standard

In the *Armour-Globe* context, the Board typically relies on its standard community of interest test to determine if an election is appropriate. See *Unisys Corp.*, 354 NLRB No. 92, slip op. 1 (2009). In making the decision, the Board is not limited to determining which grouping of employees is most appropriate for bargaining purposes. See *Bartlett Collins Co.*, 334 NLRB 484

(2001); *Overnite Transportation Co.*, 322 NLRB 723 (1996). Instead, it is only obligated to determine if the unit requested constitutes an appropriate unit so that employees in the resulting unit are accorded the fullest freedom when exercising their rights guaranteed by the NLRA. See *Bartlett Collins*, 334 NLRB 484; *Overnite Transportation*, 322 NLRB 723.

The community of interest test consists generally of seven factors: 1) degree of functional integration; 2) common supervision; 3) nature of employee skills and functions; 4) interchangeability and contacts among employees; 5) work situs; 6) general working conditions; and 7) fringe benefits. *NLRB Outline of Law and Procedure in Representation Cases*, Section 12-210. The community of interest is typically said to be sufficient to justify an *Armour-Globe* election if it would have been sufficient enough that the unrepresented employee group could have participated in the original bargaining unit election. *The Boeing Company*, Decision and Direction of Election, 5-RC-15260, slip op. 34. As will be discussed below, the FSRs could not have been eligible to participate in the original election under the Board's community of interest standards.

b. The Multi-Location Standard

In this case, in addition to the typical community of interest considerations, there are also multi-location issues to consider because the FSRs and the Engineering Units have two distinct geographic identities. Under Board law, a single location unit is presumptively appropriate and the party seeking the multi-location unit carries the burden of showing that the presumption has been overcome. *New Britain Transportation Co.*, 330 NLRB 397 (1999).

To establish that a multi-location unit is appropriate, the party seeking the unit, in this case the Union, must meet a threshold significantly more restrictive than the basic community of interest standard. A multi-location unit will only be found appropriate where the employees at one location are so integrated with the employees at the other location that they have lost their separate identities. *New Britain Transportation*, 330 NLRB at 397. The factors weighed to determine whether employees at multiple locations are so integrated that they do not have

separate identities are similar to those of the standard community of interest test, but also include: central control over labor relations, the extent of local autonomy, geographic separation, and bargaining history. *Budget Rent A Car Systems*, 337 NLRB 884 (2002).

Additionally, the Board is loathe to find a multi-location unit to be appropriate when the common interests of the employee groups to be joined are not separate and distinct from those shared with employees excluded from the unit. See *Hilander Foods*, 348 NLRB 1200 (2006); *Turner Industries Group*, 349 NLRB 428 (2007); *Laboratory Corporation of America Holdings*, 341 NLRB 1079 (2004); *Stormont-Vail Healthcare*, 340 NLRB 1205 (2003). The Board is also reticent to find a multi-location unit appropriate if the combined unit does not conform to the employer's administrative, divisional, or regional groupings. *Id.* In other words, the Board will not fragment an employer's administrative divisional, or regional grouping of employees into separate bargaining groups without a significant justification for doing so. See *Capital Cities Broadcasting Corp.*, 194 NLRB 1063 (1972) (the Board dismissed a petition seeking an *Armour-Globe* election to add artists to an existing unit because the union did not seek to add other employees with whom the artists also had a substantial community of interest); *Minneapolis-Honeywell Regulator Co.*, 116 NLRB 1324 (1956) (the Board dismissed a petition seeking an *Armour-Globe* election to add products coordinator to an existing unit because the union did not seek to add other employees with similar skills, duties, and interest); *Solar Aircraft Company*, 116 NLRB 200 (1956) (the Board dismissed a petition seeking a unit of technicians and assistants because the union did not seek to include technicians working in the same plant but in different departments).

Here, the Engineering Units are restricted geographically to the State of Washington and the greater Puget Sound area of Washington and Portland, Oregon.²⁷ In contrast, the FSR group at issue covers all FSRs nationwide. Clearly, this case does not fit neatly within the typical

²⁷ The bargaining unit description indicates engineers "assigned" to Edwards AFB and Palmdale, California, are also in the Engineering Unit. A unit clarification petition is currently pending regarding the continued inclusion of those engineers in the Unit. Bd. Ex. 3.

multi-facility scenario where the geographic identities of the employees share no overlap. Furthermore, the fact that some FSRs work within the geographic scope of the Engineering Unit does not diminish the fact that the geographic identities of the two groups are undeniably distinct. A unit consisting of Washington and greater Puget Sound-based engineers and all United States-based FSRs does not conform to any Company administrative structure. Indeed, all FSRs are located in one business unit (BCA) (with the majority in one group within that unit (TCS)) while the Engineering Units span multiple business units. Thus, a multi-location analysis in this case is necessary and the higher threshold for inclusion must be met. Based on the totality of the evidence, a multi-location unit consisting of all FSRs located in the United States and the Engineering Units' employees in the State of Washington and the greater Puget Sound area is obviously not appropriate. If geographical considerations were to be disregarded, there would be no justification for excluding the Company's TCS organization, which includes the FSRs as well as the Long Beach engineers who interact with both the FSRs and with the Washington Engineering Unit employees as part of "an integral part of a process under which Boeing commercial airplanes are repaired, maintained, kept in the air." Tr. 8.

B. FSRs Do Not Share a Community Of Interest with the Engineering Units

FSRs and the Engineering Units' employees do not share a community of interest sufficient to support finding a multi-location unit appropriate in this case. Principally, the Union has failed to present evidence sufficient to justify disturbing the Parties' bargaining history related to the Engineering Units by both expanding its geographic scope beyond the State of Washington and the greater Puget Sound area and by expanding the units to include non-engineering employees. Additionally, the evidence demonstrates that FSRs and the Engineering Units' employees have distinct job requirements; most share no common day-to-day supervision; are subject to different hiring and staffing practices²⁸; use different tools; and have

²⁸ The BOC Controllers, unlike all other FSRs, share common day-to-day supervision with Engineering Unit employees as well as other employees. Tr. 314, 330. Controllers are also subject to different staffing

different work rules.²⁹ To the extent there are common interests between the FSRs and the Engineering Units, those interests are shared with other Company employees. Thus, FSRs and the Engineering Units share no common interests that are unique to only those two employee groups. Because the evidence fails to justify joining FSRs with the Engineering Units, an *Armour-Globe* election is not appropriate and the petition should be dismissed.

1. The Parties' Bargaining History Precludes an *Armour-Globe* Election

The Parties began bargaining regarding the Washington Engineering Unit in 1946. Since that time, there have been two distinguishing characteristics of the Unit: 1) it is limited to the State of Washington and engineers assigned from Washington to Edwards AFB and Palmdale, California, and 2) it is limited to engineers. Similarly, the parties began bargaining regarding the Facilities and SHEA Unit in 1999, a separate and distinct bargaining unit limited to engineers in the greater Puget Sound area of Washington and Portland, Oregon. With its Petition, the Union seeks to significantly alter both of these primary characteristics of those two bargaining units.

When analyzing the appropriateness of joining two groups of employees in a single unit, the Board gives substantial weight to prior bargaining history. It has stated:

Both the Board and the courts have long recognized not only that the traditional factors, which tend to support the finding of a larger or single unit as being appropriate, are of lesser cogency where a history of meaningful bargaining has developed, but also that this fact alone suggests the appropriateness of a separate bargaining unit and that compelling circumstances are required to overcome the significance of bargaining history.

Canal Carting, Inc., 339 NLRB 969, 970 (2003) (citing *Children's Hospital of San Francisco*, 312 NLRB 920, 929 (1993)). The Union has failed to provide evidence that is sufficiently compelling to justify disturbing the historic nature of the Engineering Units in any way. Thus, an *Armour-Globe* election is not appropriate and the Petition should be dismissed.

procedures than the other FSRs, procedure that are similar to those applicable to Company employees generally, including Engineering Unit employees. Tr. 314, 330.

²⁹ As previously noted, some co-located FSRs have to abide by customer work rules, such as dress codes.

a. The Parties Have a History of Bargaining on a Geographically-Specific Basis

The reach of the Washington Engineering Unit is limited to the Company's plants in the State of Washington, as it has been since its inception.³⁰ The Parties adhere so strictly to this geographic limitation that even employees on temporary assignments outside of Washington's plants are removed from Union rolls once it is determined their assignment will last more than two years. Tr. 754-56; Un. Ex. 6. This same rule applies in reverse to employees on temporary assignment to facilities in Washington. *Id.* The geographic limitations of the Engineering Unit are further demonstrated by the fact that even employees who have designated work locations in Washington, but who work from remote locations outside of the State, are not Washington Engineering Unit members. *Id.* As such, any claim by the Union that the Engineering Units extend over 10 states is disingenuous and ignores the realities of the Parties' collective bargaining history.

As indicated, there has been only one deviation in the Parties' 65 year history from its historic geographic scope. This occurred in 1976, when the Company voluntarily recognized the employees assigned from the State of Washington to Edwards AFB, California, and then later Palmdale, California as members of the Washington Engineering Unit. The intentions of Parties when they expanded the Unit to include Edwards AFB and Palmdale engineers is in dispute, as is their continued inclusion. However, the fact that the Edwards AFB and Palmdale inclusion in the Engineering Unit was also discreetly limited to a specific geographic location (and included only engineers at those locations) bolsters the geographically limited bargaining history of the Parties. In contrast to the Engineering Units' state-specific geographic identity, the FSRs in the proposed voting group have no geographic identity, but are located throughout the country and

³⁰ Similarly, the Facilities and SHEA Unit is limited to engineers in the greater Puget Sound area.

in locations that may change based on customer demand.³¹ Indeed, it is not uncommon for an FSR never to work in the State of Washington. Tr. 704.

Clearly, the significant distinction in the geographic identities of the two groups makes a unit including both of them inappropriate. By including the FSRs in the Engineering Units as petitioned, the Board would be destroying one of the Engineering Units' two hallmarks, its limited geographic scope. The inappropriateness of this proposition is enhanced by the fact that the expansion of the geographic scope of the Unit would only apply to the FSRs and would have no effect on existing Unit employees or employees working in classifications covered by the existing agreement that work outside of Washington. Engaging in such geographic gerrymandering would create the precise type of industrial instability the NLRA was designed to prevent, and would fly in the face of the community of interest analysis that the Board has systematically undertaken.

1) *The Petitioned-for Unit Does Not Conform to the Company's Administrative Structure*

The geographic inappropriateness of the proposed unit is further highlighted by the fact that adding the FSRs to the Engineering Units does not conform to any administrative divisions of the Company. See *Hilander Foods*, 348 NLRB 1200; *Laboratory Corporation of America Holdings*, 341 NLRB 1079; *Stormont-Vail Healthcare*, 340 NLRB 1205.

It is true that FSRs and some Engineering Units' employees fall within the same organization at the Company, specifically BCA. However, so do many other employees the Union does not seek to represent. Most notable are the engineers located in Long Beach who are part of Customer Support Engineering and with whom many FSRs and Engineering Unit employees regularly interact. Additionally, the Union already represents many engineers

³¹ The nationwide limitation of the proposed group is merely a function of the NLRA itself. *Asplundh Tree Expert Co. v. NLRB*, 365 F.3d 168 (3rd Cir. 2004) *revg.* 336 NLRB 1106 (2001) (the NLRA does not apply to employees on temporarily assignment outside of the United States); *Range Systems Engineering Support*, 326 NLRB 1047 (1998) (the NLRA does not apply to employees outside of the United States); *RCA Oms, Inc.*, 202 NLRB 228 (1973) (the NLRA does not apply to employees outside of the United States). But for statutory limitations, the FSR group would likely include individuals located worldwide.

throughout the country that are within BCA. However, those engineers are represented in geographically-specific units separate from the Engineering Unit and the Union does not seek to combine those separate units through these proceedings.³²

Moreover, unlike FSRs, the Washington Engineering Unit is not limited just to the BCA business unit. It also covers employees in BDS and EO&T, as do the other engineering units represented by the Union outside of the State of Washington. There is no justifiable reason for disturbing the historical geographic identity of the Engineering Unit by including all domestic FSRs while excluding other engineers who, like the FSRs, are located throughout the United States. Furthermore, FSRs are largely limited to the Field Service organization, which includes no engineers and no employees in the Engineering Units.

The closest administrative organization that includes both FSRs and Engineering Units' employees is TCS. However, as noted above, TCS includes engineers in Long Beach that interact regularly with FSRs and the Washington Engineering Unit employees as part "of a process under which Boeing commercial airplanes are repaired, maintained, kept in the air." Tr. 8. If the geographic scope of the Washington Engineering Unit were to be disregarded, it would be inappropriate to fragment the TCS organization by including the FSRs in the unit but excluding Long Beach engineers who not only interact with Washington Engineering Unit employees, but perform the exact same job duties as the engineers in the Washington Engineering Unit.

2) *The Parties' Bargaining History Related to Other Bargaining Units Is Geographically-specific*

The historical significance of the geographical limitations of the Washington Engineering Unit is placed in proper context when considering that the Union has represented several groups of Company employees in both engineering and technical bargaining units and all have been specifically limited to a geographic location. See *Spartan Department Stores*, 140 NLRB

³² Again, the Union contends that the Washington Engineering Unit and the Facilities and SHEA Unit are already combined. See Stipulation ¶ 4.

608 (1963) (the Board found a bargaining unit to be appropriate based in part on the parties' bargaining history in other units). Contrary to any claims by the Union, none of them have been nationwide in scope. For example, the Union has represented engineers or technical employees in separate units in the following locations: Weber and Davis Counties, Utah; the Boeing Atlantic Test Center, Florida; the Company's Sandy Boulevard plant in Portland, Oregon; greater Puget Sound region of Washington and Portland, Oregon; Sedgwick County, Kansas; 19000 N.E. Sandy Boulevard, Portland, Oregon; Cape Canaveral Air Force Station, Florida; and Irving, Texas. Jt. Ex. 1; ER Ex. 75-77. It is undisputed that engineers in the units listed above perform the same functions as engineers in the Washington Engineering Unit.

The geographic limitation of the Washington Engineering Unit is historically one of its defining characteristics. By requesting an *Armour-Globe* election in this case, the Union seeks to deviate from that history without providing compelling reasons for doing so. For that reason, the Petition should be dismissed.

b. The Parties' Bargaining History Dictates that Only Engineers Can Be Added to the Engineering Units

In addition to limiting the geographic scope of the Engineering Units, the Parties have historically recognized them as units exclusive to engineers.³³ The Company and Union have bargained for more than 60 years in relation to the Washington Engineering Unit, and for more than 10 years for the Facilities and SHEA Unit. During that time, the Parties have recognized them as engineer-only units. Indeed, the Parties' Collective Bargaining Agreement makes clear that the Engineering Unit is exclusive to engineers as its coverage "shall be limited to those employees who, in performance of their assigned work, regularly apply engineering disciplines to the research, design, development, test and evaluation of Company products or processes" Jr. Ex. 1, p. 45.

³³ The Board has repeatedly recognized engineer-only bargaining units as appropriate. See, e.g., *Omni-Dunfee Hotels, Inc.*, 283 NLRB 475 (1987); *Western Electric Co.*, 126 NLRB 1346 (1960); *F.W. Sickles Co.*, 81 NLRB 390 (1949); *Westinghouse Electric Corp.*, 80 NLRB 591 (1948).

The Union has a history of defending this contractual right. For example, in 1979, the Company and Union participated in an arbitration in which the Union accused the Company of failing to recognize an employee as a member of the Engineering Unit. Co. Ex. 29. In the alternative, it argued that the Company had violated the contract by allowing an employee who was not an engineer as defined in the Parties' contract to perform engineering work. *Id.* Similarly, the Union has filed at least three grievances asserting that technical employees in the BOC who are not in the Engineering Unit have performed Engineering Unit work. Tr. 310. Also, in the Region's 1999 decision regarding the Facilities and SHEA Unit, a case in which the Union sought to add classifications of employees to the Engineering Unit through an *Armour-Globe* election, all non-professional employees were summarily excluded from the unit without evaluating any community of interest they might share with the unit employees. Un. Ex. 28, pp. 38-39.

The parties' bargaining history also refutes the Union's claim here that the Engineering Units are appropriate for the FSRs. Since the Union was first recognized as the bargaining representative of engineers in the State of Washington, the Parties have negotiated many contracts. Yet, there is no evidence that any of these contracts ever covered FSRs or that the Union, prior to this Petition, has ever argued that they did.

Because the Region found in Case 19-RC-15372 that the FSRs are not engineers, and are thus not professional employees as defined by the Act (see Bd. Ex. 2 to the Stipulation), they are not eligible for inclusion in the Engineering Units either under the Parties' Agreement or under a community of interest analysis. Therefore, an *Armour-Globe* election is not appropriate and the Petition should be dismissed.

2. The Majority of FSRs Do Not Share Common Day-to-Day Supervision with Washington Engineering Unit Employees

Most FSRs are managed on a day-to-day basis by supervisors that have no supervisory authority over any of the Engineering Units' employees. The supervisors who do manage both

FSRs and the Engineering Units' employees on a day-to-day basis also manage other employees. Similarly, higher levels of management that have responsibilities for FSRs and the Engineering Units' employees also manage employees in other classifications. The lack of common supervision unique to FSRs and the Engineering Units weighs against finding the petitioned-for unit appropriate.

In regards to the degree of control over daily operations and labor relations, the Board emphasizes day-to-day supervision of employees over other matters of employee and labor relations. In *Hilander Foods*, 348 NLRB 1200, the Board, in response to an employer's assertion that a multi-facility unit was appropriate, explained the critical value of meaningful day-to-day supervision in its multi-facility analysis:

Although the Employer contends that its centralized control over personnel and labor relations policies requires a finding that the seven facilities function as one unit, centralization, by itself, is not sufficient to rebut the single-facility presumption where there is significant local autonomy over labor relations. *New Britain Transportation*, 330 NLRB 397 (1999). Instead, the Board puts emphasis on whether the employees perform their day-to-day work under the supervision of one who is involved in rating their performance and in affecting their job status and who is personally involved with the daily matters which make up their grievances and routine problems. For example, in *Renzetti's Market*, 238 NLRB 174, 175 (1978), despite centralization and similarity of employee skills, functions, and pay, the Board found a single-facility unit to be appropriate where immediate supervisors issued oral warnings, granted leave requests, and participated in hiring and discharge decisions. This level of involvement, according to the Board, was not routine but "demonstrate[d] meaningful local autonomy and participation in matters directly affecting the service representatives' working lives." *Rental Uniform Service, Inc.*, 330 NLRB 334, 335-336 (1999).

Id. at 1203.

Co-located FSRs, Seattle Service Center FSRs, BBJ FSRs, Field Service Intro Reps, 787 Intro Reps, and 747 Intro Reps all have day-to-day supervisors who do not supervise any employees from the Engineering Units. These day-to-day supervisors have responsibility for performance reviews and have the authority to set salaries and issue discipline.

Co-located and Seattle Service Center FSRs are supervised on a day-to-day basis by regional directors in the Field Service organization. Specifically, there are three regional

directors that currently supervise domestic co-located FSRs and one that supervises the Seattle Service Center FSRs. Two of the four supervisors do not work in the State of Washington. None of the four supervise any of the Engineering Units' employees. Additionally, the second level supervisor of co-located and Seattle Service Center FSRs also has no supervisory authority over any employee in the Engineering Units.

BBJ FSRs and Field Service Intro Reps each have their own day-to-day supervisor. 787 Intro Reps and 747 Intro Reps share the same day-to-day supervisor. The supervisors of each of these groups are responsible for performance reviews and have the authority to set salaries and issue discipline. None of them supervise employees from the Engineering Units.

The only FSRs that share common day-to-day supervision with the Engineering Units' employees are Controllers in the BOC, who share supervision with the Washington Unit employees. However, the BOC supervisors with responsibility for Controllers and the Washington Engineering Unit employees also supervise other employees, such as employees in the technical employees bargaining unit. This common supervision among all BOC employees does not reflect the integration necessary to justify joining FSRs with the Engineering Units.

The Union will argue that most of the FSRs share a common supervisor three levels up with the employees from the Washington Engineering Units, and that all FSRs share the same President and CEO with many employees from the Engineering Units. However, any claim that common supervision by individuals three or more levels up establishes a community of interest, let alone by the President and CEO of BCA, is nonsensical. Indeed, the Board has found that "a common supervisor three to four levels up in the chain of command" is not significant. *McLean Hosp. Corp.*, 309 NLRB 564, 575 (1992) (citing *Omni International Hotel*, 283 NLRB 475 (1987) (petitioned-for unit of maintenance employees appropriate where they have separate immediate supervision, notwithstanding the fact that they are jointly supervised at a higher level with other employees)).

As the undisputed record evidence establishes, the day-to-day supervision of most FSRs is separate from that of the Engineering Units' employees, and where there is common day-to-day supervision, it is not unique to just those two groups of employees. This lack of common day-to-day supervision for the majority of FSRs thus further demonstrates the inappropriateness of the unit sought by the Union.

3. FSRs Are Subject to Hiring and Staffing Practices that Are Different from Those of the Engineering Units' Employees

The hiring practices for FSRs vary widely from those for the Engineering Units. Unlike openings for Engineering Units' positions, specific openings for FSR assignments are not published to the Company's BESS system, which is accessible to all Company employees. Instead, FSR-related postings on BESS are only for entrance into the Field Service organization. It is not until an individual is hired into the Field Services organization that they are given a specific assignment. Additionally, FSRs must pass through First Base Training before they are even admitted into the Field Service organization, something that is not required for any of the Engineering Units' positions. The only group of FSRs not subject to these hiring practices is Controllers.

Once in the Field Service organization, FSRs are subject to a rotation policy that typically limits their assignments to five years. When one assignment has ended, the FSR is moved to another assignment in a new location. The subsequent assignment may be domestic or international. While the Union will likely claim that employees from the Engineering Units do change positions regularly, there is no record evidence that any of the Engineering Units' employees are subject to a similar rotation policy or that they are otherwise required to do so.

The hiring and staffing policies applicable to FSRs are significantly different from the policies applicable to the Engineering Units. These significant differences support the conclusion that FSRs should not be joined in the Engineering Unit.

4. There Is Little Interchange between FSRs and the Engineering Units

There is very little interchange between FSRs and the Engineering Units. The lack of any meaningful interchange between FSRs and the Engineer Units, coupled with similar interchange between FSRs and other employees, undermines the Union's assertion that the unit sought is appropriate.

According to the Board, limited interchange between two groups of employees weighs against finding a multi-location unit appropriate. *Hilander Foods*, 348 NLRB 1200. The Board has also determined that a sum total of temporary transfers provides little evidentiary value without evidence of the percentage of the total number of employees involved in the interchange. *New Britain Transportation*, 330 NLRB at 398. The failure to present proper evidence related to temporary transfers weighs against the party seeking to establish a multi-location unit. *Id.*

There are 99 domestic FSRs, 13,600 Washington Engineering Unit employees, and approximately 280 Facilities and SHEA Unit employees. Currently, approximately fifteen 787 and 747 Intro Reps are temporarily assigned to non-FSR classifications. Eight of those are working as ground operations engineers and are currently in the Washington Engineering Unit. Approximately seven are flight analysts and are represented by the Union in the technical unit. In addition to the 787 and 747 Intro Rep temporary loan outs, the Company identified only 11 incidences where employees from the Engineering Units backfilled for domestic FSR employees from 2006 to 2011.

The Parties conceded at hearing that the number of temporary transfers between FSRs and the Washington Engineering Unit employees may not be accurately reflected in the evidence; however, the evidence as presented fails to show the level of interchange necessary to establish the appropriateness of a unit joining the three employee groups. The fact that FSRs temporarily transfer to non-Engineering Units positions only serves to diminish the value any interchange with the Engineer Units may have. Moreover, to the extent the evidence is

incomplete, it must be weighed against finding a multi-location unit appropriate. Put simply, one or two instances each year of engineers filling in for FSRs is not sufficient interchange to support an *Armour-Globe* election.

5. The FSRs' Skills, Functions, and Tools Are Substantially Different than those of the Employees from the Engineering Units

a. FSRs Have Different Skills Than the Engineering Units

The record is clear that employees in the Engineering Units are required to have an engineering degree and to use engineering disciplines regularly, and that neither of these criteria apply to FSRs. However, the Regional Director previously found that FSRs are not engineers and do not apply basic engineering disciplines such as "calculus, differential equations, compound mathematics, thermodynamics, dynamics, chemistry, physics, and statistics" in the performance of their duties. Accordingly, the fact that FSRs are not engineers and do not have the same educational background demonstrates a lack of community of interest with the Engineering Units.

b. FSRs' Job Duties Are Substantially Different

Not only are FSRs not engineers, but their job duties and requirements differ significantly from the employees' in the Engineering Units. Additionally, many FSRs are subject to policies and procedures unique to their organizations that are not shared by the Engineering Units' employees. Even where there is overlap in job duties, such as customer support, those job duties are shared by other employees not in the Engineering Units. As such, despite any assertions to the contrary by the Union, there are no job duties shared between the FSRs and the Engineering Units that are unique to those two groups of employees. Because of the significant differences between the job duties of the FSRs and the Engineering Units and the lack of shared job responsibilities and duties unique to the two groups, the FSRs should not be joined in the Engineering Units.

As detailed above, the job requirements and job duties of FSRs are significantly different from those of the Engineering Units' employees based in large part on the fact that FSRs are not engineers as previously found by the Regional Director. As such, FSRs do not research, design, development, test or evaluate Company products or processes using engineering disciplines. However, these duties are explicitly required of members of the Engineering Units.

Additionally, FSRs routinely engage in day-to-day job duties in which the Engineering Units' employees do not engage. For example, co-located FSRs have unique access to customer employees due their permanent onsite assignments. On a daily basis, co-located FSRs make rounds through their assigned customer's engineering and maintenance departments to build relationships with customer employees and gather information about the customer's airplanes. Through their in-person relationships, co-located FSRs are also expected to help identify potential products or services CAS sales could market to the customer. Co-located FSRs are also budgeted money to use in entertaining customer employees.

Intro Reps when dispatched with a newly delivered airplane also engage in unique job duties. Specifically, Intro Reps do meet and greets daily, in which they meet every arrival of the newly dispatched airplane to gather information about the airplanes performance. Intro Reps also participate in overnight maintenance related to the new airplanes. After a new airplane has completed its flight schedule for the day, it is taken to customer maintenance to resolve any issue it may have had that day. The Intro Reps stay with the new airplanes until all issues are resolved or have been sent to the proper organization for resolution.

Many FSRs are subject to policies and procedure to which the Engineering Units employees are not subject. For example, the Field Service organization maintains a set of LWIs that detail the policies and procedures that are specific to employees in the organization. As members of the Field Service organization, co-located FSRs, Seattle Support Center FSRs, and Field Service Intro Reps are all subject to those LWIs. Because there are no engineers in Field Service, the LWIs do not apply to any of the Engineering Units' employees.

In some instances, FSRs and the Engineering Units' employees perform similar duties, such as supporting customers when they experience mechanical or operational problems with airplanes. However, many other employees throughout the Company also provide similar customer support, including Customer Support Engineers in Long Beach, material maintenance employees, and the sales departments. In fact, there are no job duties or responsibilities that are performed exclusively by FSRs and the Engineering Units' employees.

Because FSRs and Engineering employees do not have the similar job requirement and job duties or do not share any job requirements or job duties unique to the two groups, an *Armour-Globe* election should not be permitted.

c. There Are No Tools Exclusive to both the FSRs and the Engineering Units, Only Tools Exclusive to the FSRs

The FSRs and the employees from the Engineering Units do have some overlap in the tools that they use, but those tools are also used by other employee groups such as the unrepresented Long Beach engineers. Further, the FSRs have their own set of exclusive tools. For example, only FSRs use the Field Service Data Store and the Share Point Sites. Consequently, the tools used by the FSRs further demonstrate that the FSRs do not share a community of interest with the Engineering Units separate and apart from other Company employees.

6. FSRs Are Not Entitled to the Same Guaranteed Annual Salary Rate Adjustments as the Engineering Units' Employees

The salary ranges for FSRs and the Engineering Units' employees are determined by the Company using the same procedure that the Company uses to set salary ranges for all classifications with the Company. However, the method in which the specific salaries are set for individual employees is different. The supervisors for FSRs are responsible for setting each employee's specific salary based on the ranges given in the Salary Reference Tables

The salaries for the Engineering Units' employees are governed by Article 11 of the Parties' contract. Jt. Ex. 1. In addition to the rates established in the Salary Reference Tables,

the Engineering Units' salaries are adjusted based on a Salary Adjustment Fund which guarantees each employee at least a two percent upward adjustment of their salaries each year. The Engineering Units' employees may receive a cost-of-living adjustment as well.

The base salaries for FSRs and the Engineering Units' employees, as well as other Company employees, are set by the same procedure. However, Engineering Units' employees are entitled to salary increases that are not necessarily available to FSRs. Moreover, the record evidence establishes that only the Controllers receive overtime like the employees in the Engineering Units, while the large majority of FSRs are exempt from overtime. (Tr. 225, 314, 1311, Co. Ex. 121). These differences highlight the incongruity between the two groups, making a unit consisting of both of them inappropriate.

7. FSRs Are Required to Participate in Training in which the Engineering Units Are Not Required To Participate

As noted above, prior to officially entering the FSR classification, most FSRs are required to participate in First Base Training before they become eligible to fill an FSR assignment. The majority of the training takes place at a base outside of the State of Washington and lasts approximately 90 days. It also includes a short training period in the Seattle Support Center. If it is determined the in-training FSR will not be able to perform the duties required of the job, they are not admitted to the Field Service organization and cannot fill an FSR assignment. No employees of the Engineering Units are required to go through the same or similar training.

After entering the classification, FSRs are required to participate in additional training developed by the Field Service organization. Also, there is no evidence of any training unique to only FSR and the Engineering Units. The fact that FSRs are required to complete training unique to the classification and there is no training exclusive to the two employee groups further demonstrates that a multi-location unit is inappropriate.

8. FSRs and the Engineering Units Do Not Share Any Terms and Conditions of Employment that Are Unique to only those Two Groups of Employees

The Board does not give substantial weight to common terms and conditions of employment in its community of interest analysis if those terms and conditions are shared by employee groups other than the two at issue. See *Hilander Foods*, 348 NLRB 1200; *Laboratory Corporation of America Holdings*, 341 NLRB 1079; *Stormont-Vail Healthcare*, 340 NLRB 1205. There is no evidence that FSRs and Engineering Unit employees share any terms and conditions of employment that are unique to those two groups of employees.

The Parties entered into a stipulation regarding many of the terms and conditions of employment of FSRs and the Engineering Units. Bd. Ex. 3(d). The stipulation covered: health care, retiree medical, dental, short-term disability, long-term disability, life insurance, accidental death and dismemberment, and retirement plans. Bd. Ex. 3(d). The stipulation shows that there are some differences between the benefits of FSRs and the Engineering Units and some similarities. However, it also shows that the similar benefits are shared by all Company employees and are not uniquely shared by FSRs and the Engineering Units.

Also, many of the terms and conditions of employment of co-located FSRs are dictated by the customer to whom they are assigned. For example, co-located FSRs have work hours that are compatible with those of the customer, are required to wear a customer-issued badge, and are subject to the customer's dress code. There is no evidence the terms and conditions of employment of the Engineering Units are subject to similar customer influence.

9. FSRs and the Engineering Units Regularly Interact with Other Employee Groups

The Company does not contest that there is interaction between FSRs and employees of the Engineering Units. However, while the Union highlights the interaction between the FSRs and the employees from the Engineering Units, the Union fails to address the fact that FSRs have similar, if not more substantial, interactions with other non-Engineering Units employees.

As such, the interactions between FSRs and the Engineering Units are not sufficient to justify a unit combining the two groups.

All FSRs interact with the Engineering Units in some manner. Although these interactions occur, FSRs have similar interactions with employees outside the Engineering Units. For example, co-located FSRs interact with ASEs and service engineers in Washington regarding issues customers are having with their airplanes. However, merely working on the same products is not sufficient to establish a distinct community of interest. See *Continental Baking Co.*, 99 NLRB 777, 784 (1952). Indeed, FSRs have these same interactions with ASEs and service engineers in Long Beach, who are not represented by the Union and whom the Union does not seek to include.

Similarly, Intro Reps work with engineers from the Washington Engineering Unit when introducing a new airplane model to a customer. At the same time, the Intro Reps also work with employees from BCA and CAS sales, material management, and other Company organizations that are not covered by the Engineering Units. Intro Reps for the 787 and 747 currently interact daily with engineers from the Washington Engineering Unit as those airplane models are flight tested. They visit with maintenance employees on a daily basis, as well. Maintenance employees are not represented in the Engineering Units.

Controllers have perhaps the greatest interaction with the Washington Engineering Unit employees as they work together in the same room as members of the BOC. However, there are technical and material management employees located in the same room as well, none of which are employees of the Engineering Units.

Although there is interaction between FSRs and the Engineering Units, the interactions are not unique to the two groups. Without evidence of unique interactions, the impact of the interactions between the two groups carries little weight in determining the appropriateness of the *Armour-Globe* election. Accordingly, the Petition should be dismissed.

C. Team Leads Are Supervisors and Are Not Eligible to Vote in an Election

The Field Service Organization assigns a co-located FSR to the position of team lead when there are multiple co-located FSRs at a base. The team leads assume responsibility for directing the work of the other co-located FSRs at the base and effectively participate in employment actions taken related to those FSRs. The evidence thus shows that team leads are supervisors under the NLRA and, therefore, should not be eligible to vote in an election.

The NLRA defines a supervisor as:

Any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

29 U.S.C. § 152(11). The Board has clarified that an employee only needs to possess one of the criteria listed in Section 2(11) to be a supervisor. *See American Commercial Barge Line Co.*, 337 NLRB 1070 (2002).

The evidence shows that team leads are responsible for setting the work schedules of other co-located FSRs and for assigning the work they perform. Both of these tasks require independent judgment because the team lead is required to accommodate the needs of the customer.

Team leads can effectively participate in the performance review process and in giving discipline. They are also responsible for assessing the performance of candidates who are going through First Base Training. That assessment is used to determine whether or not the candidate becomes a permanent member of the Field Service organization.

Because team leads assign other co-located FSRs in their work and effectively participates in the hiring and discipline of other co-located FSRs, team leads are supervisors under the Act and are ineligible to vote in an election.

D. If an Election is Directed, the Engineering Units Should Vote In A Sonotone Election Before the FSRs Vote in their Armour-Globe Election

Boeing agrees with the Union that the *Sonotone* election should be conducted in two stages, but disagrees with the Union's proposed order. The proper and more efficient procedure for the election is to have the Engineering Units vote first on whether they want to be included in a unit with the FSRs, whom the Regional Director determined to be non-professionals under the Act, and then have the FSRs vote as to whether they wish to be represented by the Union.

The benefits of this voting procedure are two-fold. First, the Union has not expressed any interest in representing the FSRs in a separate, stand-alone unit. If the Union is not willing to represent the FSRs in a stand-alone unit, the FSR vote becomes immaterial if the Engineering Units vote against allowing the FSRs into their units. Accordingly, the NLRB's, the Parties', and the employees' resources can be saved by not conducting the FSR election until it is certain that the vote is necessary. Second, even if the Union is willing to represent the FSRs in a separate unit, allowing the Engineering Units to vote first will allow the FSRs to cast informed votes because they will know precisely for what unit they are voting. Accordingly, the Engineering Units' employees should vote first as it is more efficient and less complex than the procedure propounded by the Union.

IV. CONCLUSION

The Union seeks an *Armour-Globe* election that would permit FSRs located in the United States to vote as to whether they wish to be included in the Engineering Units, because they "form an integral part of a process under which Boeing commercial airplanes are repaired, maintained, kept in the air." Tr. 8. The evidence fails to show that FSRs and the Engineering Units' employees share a community of interest sufficient or exclusive enough to support the Petition.

FSRs possess a geographic diversity – a nationwide group -- that conflicts with the historic nature of the geographically-specific Engineering Units. They are also not eligible for

inclusion in the Engineering Units, which are historically engineer-only units, because they are not engineers or professionals as defined by the Act.

In addition to failing to establish that the Parties' bargaining history should be ignored, the evidence shows that FSRs and the Engineering Units' employees do not share a community of interest so significant that each group has lost its separate identity. Instead, the evidence establishes that either the two groups do not share common interests, or that when they do, those interests are shared with other employees not in the Engineering Unit. The Union has presented no basis for allowing FSRs to vote in an *Armour-Globe* election for inclusion in the Engineering Units.

If the Regional Director, despite the significant evidence to the contrary, determines an election is appropriate, team leads should not be permitted to vote because they are supervisors as defined by the Act. Additionally, the Region must conduct a *Sonotone* election in which the Engineering Units' employees vote first to determine their willingness to be joined in the same unit as FSRs, and then hold the election for the FSRs.

Respectfully submitted this 11th day of August 2011.

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V. CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of **THE BOEING COMPANY'S POST-HEARING BRIEF** in Case No. 19-RC-15419 via electronic filing through the National Labor Relations Board's website, www.NLRB.gov, upon:

Richard L. Ahearn
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THE BOEING COMPANY'S POST-HEARING BRIEF was also served, via electronic mail, upon counsel of record for the Petitioner, as follows:

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