

# AGREEMENT

Between

THE BOEING COMPANY

and the

INTERNATIONAL UNION,  
UNITED AUTOMOBILE,  
AEROSPACE & AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA  
(UAW)



Effective May 16, 2020  
Expiration Date: May 15, 2025

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## FOREWORD

During the 2020 negotiations, the United Aerospace Workers' and The Boeing Company discussed the ever increasing challenges in the Aerospace and Defense marketplace and evaluated the experience with employee involvement team efforts during the previous agreement. There is mutual recognition by both parties that the challenges in the marketplace will continue requiring fundamental changes in the workplace. As a result, the parties agreed to take steps jointly which will significantly increase and expand implementation of employee involvement programs focused on enhancing employee productivity, resulting in improved job security prospects for all employees.

The parties recognize that the success of any business is dependent on the full commitment and involvement of its employees, and that successful organizations understand that people want to be involved in decisions that affect them, care about their jobs, are concerned about what customers expect, care about each other, take pride in themselves and in their contributions, want to fully utilize their skills and abilities, and share in the success of their efforts.

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**ARTICLE I  
RECOGNITION**

The Boeing Company, hereinafter referred to as the Company, and in the event of its sale, its successor, recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and the Local Union hereinafter, referred to as "the Union," as the sole and exclusive collective bargaining representative with respect to wages, hours of employment and other conditions of employment, for the following employees of the Company in the bargaining unit described in Sections 1 through 4 below, with any other inclusions or exclusions resulting from National Labor Relations Board certifications or mutual agreements of the parties:

**1. PRODUCTION AND MAINTENANCE UNIT**

(a) Inclusions—The term "employee" shall include employees in production, inspection, timekeeping, production control, storekeeping and maintenance, employees included as a result of the decision by the National Labor Relations Board in Case No. 21-UC-10, who work at the following plants and facilities:

(1) Boeing facilities at the Palmdale Airport including USAF Plant 42, Site 1, 1500 East Avenue M. Palmdale, California 93550 and its included employees at Edwards Air Force Base, California 93523.

(b) Exclusions—The term "employee" shall not include office workers, technical employees, professional employees, employees in classifications on the salaried payroll, welders, employees of the industrial security department, maintenance electricians, maintenance painters, maintenance carpenters, stationary engineers-high pressure, employees regularly assigned to operate licensed automotive equipment outside the plant and their dispatchers, officials who have the right to hire and discharge, all other supervisors including and above the rank of Assistant Supervisor and all employees excluded by mutual agreement of the parties or by the National Labor Relations Board in Case No. 21-UC-10.

**2. MANUFACTURING PLANNING AND TOOL DESIGN UNIT**

(a) Inclusions—The term "employee" shall include employees in the following job titles: Tool Designer; Planning Status Processor; Planning Control Analyst; Planner-Electrical/Electronics; Planner-Machined Parts; Planner-Structures/Installations or their predecessor classifications set forth in NLRB Case No. 31-RC-3413, who work at the plants and facilities set forth in Sections 1(a)(1), above, excluding all other plant locations.

(b) Exclusions—The term "employee" shall not include professional employees, technical employees, clerical, guards and supervisors as defined in the Act or any other employees who were specifically excluded in NLRB Case No. 31-RC-3413.

3. The Plants and facilities listed in Section 1(a)1 shall constitute a division.

4. The Company and the Union agree that it will not be the policy of either to make or publish untrue statements about the other.



**ARTICLE II**  
**UNION SECURITY**

1  
2  
3 1. At the time of hire, rehire or reinstatement the Company will deliver to each employee a copy of this Agreement, a Union  
4 membership application, a copy of Exhibit A and a letter of explanation outlining his rights and obligations under Articles II  
5 and III hereof.

6  
7 2. An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership  
8 in the Union for the duration of this Agreement to the extent of tendering the membership dues and reinstatement fee  
9 uniformly required as a condition of retaining membership in the Union.

10 (a) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a  
11 member of the Union within thirty (30) days following the effective date of this Agreement or within thirty (30) days following  
12 employment, whichever is later, and shall remain a member of the Union, to the extent of tendering an initiation fee, the  
13 membership dues and reinstatement fee uniformly required as a condition of acquiring or retaining membership in the Union,  
14 whenever employed under and for the duration of this Agreement.

15 (b) Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of or  
16 continue membership in the Union as a condition of employment if employed in any state which prohibits or otherwise makes  
17 unlawful membership in a labor organization as a condition of employment.

18 (c) The Union shall accept into membership each employee who now or in the future is covered by this Agreement who  
19 tenders to the Union the periodic dues and initiation or reinstatement fee uniformly required as a condition of acquiring or  
20 retaining membership in the Union.

21  
22 3. Before any termination of employment pursuant to this Article becomes effective, the employee involved shall first be  
23 given notice in writing by the Union to pay the prescribed initiation or reinstatement fee and/or delinquent dues. If the  
24 employee fails to pay the initiation or reinstatement fee and/or delinquent dues, the Union shall then notify the Company of  
25 the delinquency in the manner provided in Article XIX, entitled Notices. The Company shall then notify the employee to pay  
26 the initiation or reinstatement fee and/or delinquent dues and if such fees and/or dues are tendered within forty-eight  
27 (48) hours after the employee receives this notification from the Company, his dismissal hereunder shall not be required.

28  
29 4. Notwithstanding any other provisions contained herein, if any employee who is a member of the Union shall be  
30 transferred or promoted out of the bargaining unit covered by this Agreement to a job outside such unit, the provisions of  
31 this Article shall become inoperative as to such employee. Notwithstanding any other provision contained herein, an  
32 employee transferred into the unit, whether such transfer results from agreement of the parties or action of the National  
33 Labor Relations Board, or otherwise, shall become a member of the Union within thirty (30) days following transfer and shall  
34 remain a member of the Union, to the extent of tendering an initiation or reinstatement fee and the membership dues  
35 uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under and for the  
36 duration of this Agreement.

37  
38 5. In applying the terms of this Article II and Article III, if an employee who is a member of the Union leaves the bargaining  
39 unit, i.e., layoff, quit, formal leave or transfer out, and returns to work on a job in the bargaining unit during the term of this  
40 Agreement on or before the start of the last payroll period ending in any month and has not had Union membership dues  
41 for that month deducted from any pay received by him in that month, Union membership dues for that month shall be  
42 deducted from the pay received by the employee in the next succeeding calendar month, provided the employee has a  
43 currently effective Authorization and Assignment form on file and the employee has sufficient remaining net earnings to  
44 cover such Union membership dues after making regular Union membership dues deduction.

45  
46 6. An employee working in an area unit who is transferred or reinstated to a job in another area unit will be required to  
47 become a member of the Local Union at the area unit to which he is transferring or being reinstated, subject to the provisions  
48 of this Agreement.

49  
50 7. If any dispute arises as to whether any employee has failed to tender the initiation or reinstatement fee or regular dues  
51 as provided for herein, the Union shall tender written notice of its position to the Company in the manner provided in Article  
52 XIX. The case shall then be reviewed by the Employee Relations Representative of the division involved or his designated  
53 representative and the Chairperson of the Bargaining Committee or his designated representative, and if not resolved, shall  
54 be decided by the Arbitrator.

55  
56 8. The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into acquiring or  
57 retaining membership in the Union. If any dispute arises as to whether there has been any violation of this pledge, the case  
58 shall then be reviewed by the Employee Relations Representative of the division involved or his designated representative  
59 and the Chairperson of the Bargaining Committee or his designated representative, and if not resolved, shall be decided by  
60 the Arbitrator.

61  
62 9. The Union agrees that neither the Union nor its members will intimidate or coerce any employee with respect to his right

1 to work, or with respect to Union activities or membership and that there shall be no solicitation of employees for Union  
2 membership or dues on Company time.  
3

4 10. In applying the terms of this Agreement, the Company agrees that it will not in any way discriminate against an employee  
5 because of his membership in or activity on behalf of or sympathy toward the Union.  
6

7 11. In applying the terms of this Article II and Article III, it is agreed that the Union shall indemnify and save the Company  
8 harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action  
9 taken by the Company in making payroll deductions as herein provided or in complying with the Union Security Article.  
10

11 12. The parties herewith agree to continue the Program as covered in the June 22, 1981 Letter of Agreement. Furthermore,  
12 the parties agree that this New Hire Orientation Program will henceforth include a clear explanation of the health care  
13 options available with emphasis on the differences between the available options. Such explanations shall be provided to  
14 new employees before the employee is asked to select an option, and the new employee shall be informed that a Benefits  
15 Representative will be available to answer questions and provide assistance prior to selection.

**ARTICLE III****UNION DEDUCTIONS**

1  
2  
3 1. (a) The Company agrees to deduct the initiation or reinstatement fee and regular monthly membership dues uniformly  
4 required as a condition of acquiring and retaining membership from the pay of those employees who are members of the  
5 Union and in the bargaining unit during said month, and who shall have executed and furnished to the Company and Union  
6 an authorization and assignment in the form appearing as Exhibit A attached to this Agreement and by this reference made  
7 part hereof.

8 (b) The Union shall furnish to the appropriate division of the Company by the first working day of each month any  
9 authorizations and assignments which have been executed. As provided on the authorization and assignment form it shall  
10 contain the name, and BEMS # of the employee executing the authorization.

11 (c) Deductions shall be made from the employee's first paycheck of the month in which the deduction has been properly  
12 authorized as outlined above, provided that sufficient earnings remain to cover the Union dues and initiation fee after  
13 deductions for taxes, old age benefits, insurance premiums, social security and other deductions required by law or the  
14 Company have been made, and such deductions shall continue in like manner monthly thereafter, except as qualified herein.  
15 In the event there are not sufficient earnings remaining, deductions shall be made from the employee's paycheck in the first  
16 pay period in which sufficient earnings remain;

17 (d) The Union accepts full responsibility for the authenticity of each of said authorizations and assignments and any  
18 authorization and assignment which is incomplete or in error shall be disregarded by the Company. Authorizations which  
19 are incomplete or in error will be returned to the Union.

20 (e) Any employee who has previously executed the dues deduction authorization and assignment referred to in Sections  
21 1(a) and (b) above, and who thereafter desires to revoke said authorization and assignment, in accordance with its terms,  
22 may do so by properly executing such revocation and forwarding it to the appropriate division and to the Union. Such  
23 authorization and assignment shall not be affected by the transfer of an employee between the Los Angeles area and  
24 Palmdale area units. The Company shall cease deducting dues from the pay of said employee from and after the effective  
25 pay period of said revocation.

26 (f) In cases where deductions are made from the pay of any employee who has previously paid such dues, reinstatement  
27 or initiation fee, the Union will make refund directly to said employee.

28 (g) Deductions shall be remitted not later than the first day of each month following the month in which deductions are  
29 made to the Financial Officer who shall be properly designated by the Union by electronic funds transfer (direct deposit).  
30 The Union shall ensure the Company has been provided with a valid bank account and routing number to set up the process.  
31 It is the responsibility of the Union to submit all changes in bank information to the Company. The Company shall also  
32 furnish the designated Financial Officer of the Union with an electronic record of those for whom deductions have been  
33 made.

34 (h) Any notice of fees or dues increases, including initiation fees, must be received by the Company at least thirty (30)  
35 calendar days in advance of the increase becoming effective.

36  
37 2. When an employee is assigned on a short-term basis (twelve [12] consecutive months or less) to an off-site location  
38 where he performs work which is similar in nature to the work performed within the plants or facilities of the employee's  
39 division he will not be considered as a transfer and will be continued on dues check-off with his dues submitted to the Local  
40 Union representing his division. The twelve (12) consecutive month period will be extended if the employee's off-site  
41 assignment is extended on a short-term basis to permit the completion of the work.  
42

**EXHIBIT A**

**INITIATION FEE AND DUES DEDUCTION  
AUTHORIZATION**

To The Boeing Company, hereinafter referred to as the "Company".

You are Hereby Authorized and Directed:

(1) To deduct from my pay such sum as shall have been certified by the properly designated Financial Officer of the Local Union, UAW, hereinafter referred to as the "Union," to the Company as owing by me to the Union, as and for the initiation fee, reinstatement fee and monthly membership dues for the current month. Said deductions shall be made upon the terms and in the manner provided in the currently effective collective bargaining Agreement, or any successive applicable collective bargaining agreement between the Company and the Union, subject to the provisions below.

(2) To remit said deductions in full to the designated Financial Officer of the Union not later than the first day of each month following the month in which deductions are made.

This authorization shall supersede and invalidate any prior authorizations, shall become operative immediately and shall remain operative while the Company and the Union have in effect an agreement to check off fees and dues and while the Company and the Union are performing their obligations pursuant to Article VIII, Sections 1, 2 and 3, entitled Strikes and Lockouts, or their equivalent or counterpart in any successive applicable collective bargaining agreement, or until revoked as hereinafter provided.

This authorization shall be irrevocable until one (1) year next succeeding the date hereof, or until the termination date of the aforementioned agreement between the Company and the Union, whichever occurs sooner; and at such time, and except as otherwise provided herein, I agree and direct that this authorization shall be automatically renewed and if renewed shall be irrevocable until the anniversary date of this authorization next following such renewal, or until the termination of the then applicable collective bargaining agreement between the Company and the Union, whichever shall occur sooner, unless written notice revoking this authorization is given by me to the Company and the Union during the fifteen (15) day period commencing with the anniversary date hereof, or the anniversary date in any subsequent year, or the fifteen (15) day period commencing with the termination date of the then applicable collective bargaining agreement between the Company and the Union, whichever occurs sooner. The revocation will be effective as of the last pay period in the month in which the revocation is tendered.

This authorization is made pursuant to and to satisfy the requirements of Section 302(c) of the Labor-Management Relations Act of 1947.

NAME \_\_\_\_\_  
(Please print as on badge)

DATED \_\_\_\_\_

BEMS ID NO. \_\_\_\_\_

SIGNED (as on badge) \_\_\_\_\_

WITNESS \_\_\_\_\_

**ARTICLE III-A**

**UAW V-CAP CHECK-OFF**

**1. CONTRIBUTIONS TO UAW V-CAP**

The Company agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form; provided further, however, that the Company will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form, together with the provisions of this Section of the Agreement.

A properly executed copy of "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Company before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.

Deductions shall normally be made, pursuant to the forms received by the Company, from the employee's third

paycheck received in each and every month that the authorization remains in effect.

2. TERMINATION OF COMPANY OBLIGATION

The Company's obligation to make such deductions shall terminate automatically upon the termination of the employee who signs the authorization, upon written request by the employee, or upon his transfer to a job not covered by this agreement.

3. REMITTANCE TO THE UNION

The Company agrees to remit the following on a monthly basis:

a. The total amount of V-CAP contributions deducted.

b. The names, social security number and amounts from whose wages such deductions have been made.

c. The Company shall, at the same time, remit to the Union its check for the amount shown under item (a) above, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) applicable local Union.

The check should be made payable to UAW V-CAP fund and submitted to the UAW Accounting Department, 8000 E. Jefferson Avenue, Detroit, Michigan 48214.

The Company will provide the local union with a printout each month, showing how much each member has contributed that month.

4. INDEMNIFICATION OF COMPANY

The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Company in accordance with the terms of this article or in reliance upon the authorization mentioned herein.

5. SOLICITATION, COERCION, DISCRIMINATION

There shall be no intimidation, coercion, or discrimination in any way by the Company or its agents or by the Union, its representatives or employees against any employee because he does or does not contribute to UAW V-CAP.

6. AUTHORIZATION FOR DEDUCTIONS

**AUTHORIZATION FOR ASSIGNMENT AND CHECKOFF OF CONTRIBUTIONS TO UAW V-CAP**

To: The Boeing Company

I hereby assign to UAW V-CAP, from any wages earned or to be earned by me as your employee, the sum of: (check one)

<u>\$5.00</u>	<u>\$8.50</u>	<u>\$25.00</u>	Other
---------------	---------------	----------------	-------

each and every month. I hereby authorize and direct you to deduct such amounts from my pay and to remit same to UAW V-CAP at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This authorization is voluntarily made. I understand that the signing of this authorization and the making of payments to UAW V-CAP are not conditions of membership in the Union or of employment with the Company, that I have the right to refuse to sign this authorization and contribute to UAW V-CAP without any reprisal, and that UAW V-CAP will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections, and that monies contributed to UAW V-CAP constitute a voluntary contribution to a joint fund-raising effort by the UAW and AFL-CIO.

Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

BEMS ID No. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature \_\_\_\_\_

UAW V-CAP is an independent political committee created by the UAW. This committee does not ask for or accept authorization from any candidate and no candidate is responsible for its activities.

**ARTICLE IV  
REPRESENTATION**

1. For the purpose of this Article and Articles V and VI, this Article shall include those areas wherein employees work who are included in the bargaining unit as prescribed in Article I.

**COMMITTEE PERSON**

2. (a) The facility shall be partitioned into zones by agreement between the Company and the Bargaining Committee. Separate zones will be established for each shift with a minimum of one zone per shift.

(b) The average number of employees per zone on each shift shall be two hundred (200); provided, however, that zones may be established by mutual agreement in geographically isolated areas, or as a result of security requirements, without consideration of or effect upon such average number of employees.

3. (a) For each zone there shall be one Committeeperson designated by the Union from among the employees within the zone, to represent only the employees of that zone, as provided in Article V.

(b) In the event of the absence from the plant of a Committeeperson the Alternate Committeeperson and in their absence the acting replacement designated by the Union shall act as the Committeeperson during the period of the Committeeperson's absence only, except to the extent mutually agreed by the parties.

4. (a) Whenever the total population of two (2) adjoining zones is reduced to three hundred (300) or fewer employees, the Company shall notify the President of the Local Union and the Chairperson of the Bargaining Committee that the two (2) zones are to be combined within ten (10) days. The President of the Local Union or their designated representative shall notify the Company, within such ten (10) day period, of the name of the new Committeeperson.

(b) Whenever the population of a zone has increased to more than three hundred (300), the zone shall be divided into two (2) zones in accordance with the provisions of Section 2(a) above.

5. For each zone there shall be one Alternate Committeeperson designated by the Union to represent employees in that zone, as provided in Article V, Problem/Grievance, Appeals and Arbitration Procedure and in accordance with Section 3(b) of this Article.

**BARGAINING COMMITTEEPERSONS,  
WAGE/SENIORITY COORDINATOR  
( WHEN THERE ARE FEWER  
THAN 200 EMPLOYEES)**

6. (a) There shall be a Bargaining Committee-person(s) designated by the Union in accordance with the table in Section 7 (a) below..

(b) Bargaining Committeepersons will be given permission to leave their place of work during working hours in the manner provided in this Article in order to perform the duties set forth herein. It is recognized and agreed that when not so engaged, Bargaining Committeepersons have production work to perform.

**(REPRESENTATION TABLE)**

7. (a) Bargaining Committee-persons are designated by the Union in accordance with the following schedule:

No. of Employees	No. of Bargaining Committeepersons
Less than 200	1
200-399	2
400-and above	3

8. Additional Bargaining Committeepersons beyond the schedule in Section 7 (a)) above will be provided on the basis of one Bargaining Committeeperson for each additional 800 employees.

**BARGAINING COMMITTEE**

9. (a) When the facility has less than 200 employees, the Bargaining Committee shall consist of the Bargaining Committeeperson who will be on first shift and will also function as the Wage/Seniority Coordinator, the first shift Zone Committeeperson, the Health and Safety Representative, the Employee Involvement Facilitator and the Employee Assistance Program Representative...

(b) The Bargaining Committee with 200 to 399 employees shall consist of the Bargaining Committeepersons. Any two

1 (2) Bargaining Committeepersons will constitute a quorum for the purpose of conducting business. For the purpose of a  
 2 quorum only, a Committeeperson may attend meetings of the Bargaining Committee and the Employee Relations  
 3 Representative. One member of the Bargaining Committee shall be designated as the Chairperson.

4 (c) The Bargaining Committee when there are more than 400 employees shall consist of the Bargaining Committee-  
 5 persons. Any two (2) Bargaining Committeepersons will constitute a quorum for the purpose of conducting business.  
 6 Additional Bargaining Committeepersons and the Wage/Seniority Coordinators may attend meetings of the Bargaining  
 7 Committee and the Labor Relations Representative if requested by the Chairperson of the Bargaining Committee. One  
 8 member of the Bargaining Committee shall be designated to act as Chairperson and one member shall be designated to  
 9 act as Vice-Chairperson.

10 (d) Adjustments will be made based on bargaining unit employment figures as set forth in Sections 6 and 7 above.  
 11 Such adjustments will be made within the one hundred and twenty (120) days following the bargaining unit employment  
 12 increase or decrease.

#### 14 PLANT AREAS

15 10. (a) When there are 300 or more employees the facility shall be partitioned into plant areas by agreement between the  
 16 Company and the Bargaining Committee.

17 (b) For each plant area there shall be one Bargaining Committeeperson designated by the Union to represent  
 18 employees in that plant area as provided in Article V, Problem/Grievance, Appeal and Arbitration Procedure.

#### 20 SOLE DUTIES, RESPONSIBILITIES AND 21 LIMITATIONS OF UNION REPRESENTATIVES

22 11. Sections 11 to 18 inclusive outline the sole duties, responsibilities and limitations of the Committeepersons, Alternate  
 23 Committeepersons, Bargaining Committeepersons Wage/Seniority Coordinator and the Chairpersons and Vice-  
 24 Chairpersons of the Bargaining Committees in performing their functions as recognized Union representatives. This group  
 25 constitutes all of the recognized Union representatives for purposes of this Article.

#### 27 SOLE DUTIES, RESPONSIBILITIES AND 28 LIMITATIONS OF THE COMMITTEEPERSON

29 12.. (a) The Committeeperson will be given permission by their Supervisor upon the request of an employee in their zone to  
 30 leave their job during their working hours to perform the following functions:

31 (1) To interview the employee, investigate, and present to a Supervisor in their zone a problem on behalf of an  
 32 employee or group of employees in their zone when their presence has been requested by such an employee or employees.  
 33 The Committeeperson shall not present to a Supervisor a problem concerning any issue provided for in Article V, Section  
 34 14, but instead shall request that their Supervisor refer such problem to Labor Relations.

35 (2) To request, through their Supervisor, to meet with the Bargaining Committeeperson or Wage/Seniority  
 36 Coordinator, as applicable, to discuss a problem on behalf of the Union arising in their zone, concerning any issue provided  
 37 for in Article V, Section 14.

38 (3) To discuss with the Bargaining Committeeperson a problem remaining unresolved after compliance with Article  
 39 V, Step I, should the Bargaining Committeeperson desire their presence.

40 (4) If it is necessary for the Committeeperson to go outside their zone in investigating a problem, permission for such  
 41 investigation will be given by the Labor Relations Representative or their representative, who will make necessary  
 42 arrangements for such investigation.

43 (5) When the employee's Supervisor is not located in the zone where the problem originated, the Committeeperson  
 44 shall ask their own Supervisor to call in the Supervisor of the employee whose problem is being investigated. The meeting  
 45 between the Committeeperson and the employee's Supervisor shall be arranged by following the procedure outlined in  
 46 Article V.

47 (6) The Committeeperson may, by mutual agreement between the Supervisor and the Committeeperson, be afforded  
 48 reasonable additional time to investigate new facts related to the problem prior to the meeting with the Supervisor.

49 (7) To meet with the Manager of an employee in their zone as provided in Article V.

50 (b) The Committeeperson will be given permission by their Supervisor to leave their job during working hours to initiate  
 51 a problem on behalf of the Union, and to meet with the Bargaining Committeeperson.

#### 53 SOLE DUTIES, RESPONSIBILITIES AND 54 LIMITATIONS OF THE ALTERNATE 55 COMMITTEEPERSON

56 13. (a) To act as the Committeeperson only as set forth in Section 3(b) of this Article.

57 (b) When the Alternate Committeeperson is once called in on a problem under the provisions of Sections 3(b) and 13  
 58 (a) of this Article and Article V, Sections 2 and 3, they shall thereafter process the complaint as the Committeeperson in the  
 59 manner provided in Section 12 above except as provided in Section 13(a).

60 (b) Should the Committeeperson be in the plant on the day an unresolved employee problem has been referred to the

1 Manager, the Committeeperson, and not the Alternate Committeeperson, shall meet and discuss the problem as provided  
 2 in Article V, Section 5.  
 3

4 **SOLE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF BARGAINING COMMITTEEPERSON**  
 5

6 14. (a) To separately and/or jointly investigate with the appropriate Company representative a problem/grievance remaining  
 7 unresolved after compliance with Article V, Section 7, or a problem/grievance on behalf of the Union concerning any issue  
 8 provided for in Article V, Section 14, as described in Sections 14(a) and 14(b) hereof.

9 (b) If it is necessary for the Bargaining Committeeperson to go outside their plant area in investigating a  
 10 problem/grievance, authorization for such investigation will be given by the Labor Relations Representative or their  
 11 representative, who will make necessary arrangements for such investigation.

12 (c) To assist the Wage/Seniority Coordinator when the case load exceeds the capacity of such Coordinator and after  
 13 agreement has been reached between the Employee Relations Representative and the Chairperson of the Bargaining  
 14 Committee that such assistance is required.

15 (d) To reduce to writing on forms provided by the Company a grievance as provided in Article V, Section 14.

16 (e) To further investigate, when so assigned by the Chairperson of the Bargaining Committee, unresolved  
 17 problems/grievances prior to their appeal to Article V, Section 15.

18 (f) To attend the scheduled meeting of the Bargaining Committee and the Company.

19 (g) To initiate a problem/problems arising under Article V, Section 14 or process a problem/grievance initiated by a  
 20 former or inactive employee.  
 21

22 **SOLE DUTIES, RESPONSIBILITIES AND**  
 23 **LIMITATIONS OF THE CHAIRPERSON**  
 24 **OF THE BARGAINING COMMITTEE**

25 15. The Chairperson of the Bargaining Committee shall be responsible for the following:

26 a) Reviewing settlements of the Wage/Seniority Coordinator.

27 (b) Attending the scheduled grievance meeting of the Bargaining Committee and the Labor Relations Representative  
 28 and/or their representatives and acting as Chairperson of the Bargaining Committee in presentation of grievances at this  
 29 meeting.

30 (c) Receiving on behalf of the Union the disposition of grievances following the grievance meeting.

31 (d) Conducting, or assigning to a Bargaining Committeeperson, an investigation of a grievance subsequent to receipt  
 32 by the Union of the Company's written disposition if in their opinion such investigation is warranted in order to determine the  
 33 advisability of appealing the case to the Appeal Committee. Before making such investigation they shall notify the Labor  
 34 Relations Representative or their designated representative who will make necessary arrangements for such investigation.

35 (e) To designate a Committeeperson from an absent Bargaining Committeeperson's plant area or another Bargaining  
 36 Committeeperson to act in the capacity of the Bargaining Committeeperson until such time as the absent Bargaining  
 37 Committeeperson returns to the plant. The Chairperson of the Bargaining Committee shall notify the Labor Relations  
 38 Representative of such designation. The Chairperson of the Bargaining Committee may appoint temporary assistance to  
 39 the Bargaining Committeeperson to accommodate unusual work load problems. If, in the opinion of the Labor Relations  
 40 Representative, such assistance is not warranted, the situation will be immediately forwarded to the Company Contract  
 41 Administrator and a representative of the International Union for immediate resolution before such temporary appointment  
 42 may become effective. The procedure described above will apply if a dispute arises as to the duration of such temporary  
 43 appointment.

44 (f) To assign investigations to Bargaining Committeepersons involving wage and seniority matters when the case load  
 45 exceeds the capacity of the Wage/Seniority Coordinator and agreement that such condition exists has been reached by the  
 46 Chairperson and the Employee Relations Representative

47 (g) To attend meetings of the Appeal Committee in accordance with the provisions of Article V.  
 48

49 **SOLE DUTIES, RESPONSIBILITIES AND**  
 50 **LIMITATIONS OF THE VICE-CHAIRPERSON**  
 51 **OF THE BARGAINING COMMITTEE**

52 16. In the absence from the plant of the Chairperson of the Bargaining Committee, the Vice-Chairperson is authorized to  
 53 assume the functions of the Chairperson.  
 54

55 **SOLE DUTIES, RESPONSIBILITIES AND**  
 56 **LIMITATIONS OF THE WAGE/SENIORITY COORDINATOR**

57 17. A Bargaining Committee Person shall function as the Wage/Seniority Coordinator shall be responsible for the following:

58 (a) To separately and/or jointly investigate with the appropriate Company representative problems/grievances involving  
 59 alleged misclassifications of employees which are referred to him as provided for in Sections 12(a) and 12(b) hereof.

60 (b) To separately and/or jointly investigate any questions or disputes which may arise under the provisions of Article  
 61 XVI, Section 7(b) of the Agreement.



1 (c) To separately and/or jointly investigate matters in connection with the installation of new or revised jobs under the  
2 provisions of Article XVI, Sections 2 and 3 when assigned by the Chairperson of the Bargaining Committee.

3 (d) To separately and/or jointly investigate with the appropriate Company representative problems/grievances arising  
4 under the provisions of Article XI, except for Section 9(h).

5 (e) To separately and/or jointly investigate with the appropriate Company representative a problem/grievance filed under  
6 Article XI, Section 9(h) remaining unresolved after compliance with Article V, Section 7.

7 (f) Receiving the seniority lists prepared by the Company and furnished to the Union as provided in Article XI, Section  
8 12.

9 (g) To reduce to writing on forms provided by the Company a grievance as provided in Article V Section 14.

10 (h) To meet with the appropriate Company representative and jointly explain seniority rights to returning veterans who  
11 have satisfactorily completed their period of active service under the provisions of Article XV.

12 (i) Subject to the limitations specified in this Section 20, to initiate a problem/grievance arising under Article V, Section  
13 14 or process a problem/grievance initiated by a former or inactive employee.

#### 14 GENERAL PROVISIONS

15  
16 18. (a) The Union representatives listed above will be active employees who have acquired seniority status with the  
17 Company in accordance with Article XI, Section 14.

18 (b) Recognized Union representatives will be given permission to leave their places of work during working hours in the  
19 manner provided in this Article in order to perform the duties set forth herein. It is recognized and agreed that when not so  
20 engaged Committeepersons and Alternate Committee-persons have production work to perform.

21 (c) All Union representatives shall advise the responsible Supervisor of their purpose of being in a department.

22 (d) All Union representatives are subject to all plant rules regarding conduct of employees.

23 (e) While on a formal leave of absence, no employee shall serve as a Union representative in any of the offices listed  
24 in this section.

25 (f) Committeepersons shall report to their regular Supervisors or their representatives at the beginning of their shifts  
26 before investigating, meeting on or attempting to adjust problems during working hours as outlined in this Article.

27 (g) Adequate facilities will be provided for Bargaining Committeepersons/Coordinator to conduct Union business.

28 (h) Union representatives will be afforded the same promotional opportunities as all other employees.

29 (i) Bargaining Committeepersons and Wage/Seniority Coordinators will be considered for overtime assignments in their  
30 respective base departments and overtime groups.

31 (j) In those cases where there is not a full complement of supervisory personnel to deal with authorized Union  
32 representatives, as provided in the Agreement, the Company will notify the Union of a designated management  
33 representative.

34 (k) All Union representatives will keep to a minimum time required to transfer investigation material, including the  
35 exchange of information between the Alternate Committeeperson and the Committeeperson in those cases when the  
36 Committeeperson returns prior to the meeting with the Manager, in accordance with Section 13(c) hereof. In no event shall  
37 this exceed one hour.

38 (l) Committeepersons shall not conduct any Union activity, including transfer of investigation material or meeting with a  
39 Bargaining Committeeperson, without obtaining permission, as described in Section 18 (b) hereof.

40 (m) Should either party desire to discuss subjects not pertaining to problems, grievances, disputes or interpretations or  
41 applications of the terms of this Agreement, a meeting with representatives of the other party may be arranged upon written  
42 request. In such written request, the party requesting the meeting shall set forth the subjects it desires to discuss. The  
43 representatives of the Union at such a meeting shall consist of the President of the Union and the Chairperson of the  
44 Bargaining Committee. An International Representative may also be present and participate in such meetings.

45  
46 19. A written list as well as any changes in such list of the names of the Committeepersons, the Alternate  
47 Committeepersons, Bargaining Committeepersons, Wage/Seniority Coordinators, Chairpersons and Vice-Chairmen of the  
48 Bargaining Committees will be furnished by the President of the Local Union or their designated representative to the Labor  
49 Relations Representative. The names of the Committeepersons, Alternate Committeepersons, Bargaining  
50 Committeepersons, The Wage/Seniority Coordinator and the Chairpersons and Vice-Chairpersons of the Bargaining  
51 Committees will be furnished as herein provided at least forty-eight (48) hours not including Saturdays, Sundays and  
52 holidays prior to the effective date of assuming duties of office, except as provided in Section 4 hereof.

53  
54 20. (a) No Union representative specified in Article XI, Section 14, shall be transferred or promoted out of the bargaining  
55 unit, except in accordance with the provisions of Article XI, unless mutually agreed to by the President of the Local Union  
56 and the Labor Relations Representative; provided however, where such President withholds agreement, such Union  
57 representative may, with their approval, be transferred or promoted out of the bargaining unit to the same job classification  
58 to which agreement of transfer or promotion was withheld, after ninety (90) days from the date the original transfer or  
59 promotion was requested.

60 (b) Any employee who is serving as a Committeeperson or Alternate Committeeperson shall not be transferred or  
61 promoted out of their zone, unless mutually agreed to by the division Chairperson of the Bargaining Committee or their  
62 designated representative and the Labor Relations Representative.

1 21. The Company agrees that the authorized Union representatives designated in Section 11 of this Article shall not be  
2 hindered, coerced, restrained or interfered with in the performance of their duties of investigating, presenting and adjusting  
3 problems and grievances, as provided in this Article. Alleged abuses of this section shall be discussed between the  
4 President of the Local Union, the Chairperson of the Bargaining Committee and the Labor Relations Representative. The  
5 Company agrees that its representatives shall exercise their best efforts to eliminate any such abuses.

6  
7 22. PAYMENT FOR UNION ACTIVITY TIME

8 Time spent away from their regular jobs during working hours by Union representatives as specified in Sections 12  
9 through 17 hereof in the performance (within the plant by Committeepersons and Alternate Committeepersons) of their  
10 functions as specified in Articles IV, V and VI will be paid for by the Company. This will include the time as set forth in  
11 Section 12 of this Article to permit discussion in connection with the transfer of unresolved problems with a Bargaining  
12 Committeeperson. or Wage/Seniority Coordinator The Company will not pay for investigation of the same problem at the  
13 same level by more than one representative. Alleged abuses of Union activity time shall be discussed between the Labor  
14 Relations Representative, the President of the Local Union and the Chairperson of the Bargaining Committee. The Union  
15 agrees that its representatives shall exercise their best efforts to eliminate such abuses.

16  
17 23. Temporary exceptions to the above-described methods of representation may be made by mutual agreement between  
18 the Chairperson of the Bargaining Committee and the Labor Relations Representative. Other exceptions may be made  
19 only by mutual agreement between the President of the Local Union, the Bargaining Committee and the Employee Relations  
20 Representative of the division involved.

21  
22  
23 24. The Company Contract Administrator and one other Company representative, and the President of the Local and  
24 Chairperson of the Bargaining Committee, or their designated representatives, will meet at the request of either party, to  
25 review and, if necessary, adjust the Union representation structure provided in this Article IV, the Problem/Grievance, Appeal  
26 and Arbitration Procedure as provided in Article V and the Discipline procedure as provided in Article VI.

**ARTICLE V**

**PROBLEM/GRIEVANCE, APPEAL AND ARBITRATION PROCEDURE**

1  
2  
3 1. In the event any employee or the Union has any complaint, dispute, inquiry or problem concerning the interpretation or  
4 application of any of the terms of this Agreement, or any other work-related problem, such matters shall be adjusted  
5 according to the following procedure:  
6

7 **STEP 1**

8 **Employee and Committeeperson-Supervisor or**  
9 **Employee-Supervisor**

10 (Subject to the limitations of Section 14 hereof)

11  
12 2. Any employee having a problem/grievance, or one designated member of a group having a problem/grievance, may first  
13 take the problem/grievance up with the Supervisor.  
14

15 3. An employee desirous of having their Committeeperson called to discuss his problem/grievance shall notify their  
16 Supervisor. Such notification shall include the employee entering their name, shift, BEMS ID, job code, and the date and  
17 time of the request on the Employee Request for Union Representation Log. The Supervisor will immediately notify the  
18 Committeeperson (through such Committeeperson's Supervisor) of the request, and shall enter the date and time of such  
19 notification on the P Log.  
20

21 4. Upon arrival in the department, the Committeeperson will notify the Supervisor of their presence and discuss the  
22 complaint with the employee. After discussions with the employee, the Committeeperson and employee, in an attempt to  
23 settle the grievance, will discuss the grievance with the employee's Supervisor and attempt to resolve the employee's  
24 problem. The Committeeperson and the Supervisor shall have full authority to settle the problem.  
25

26 **COMMITTEEPERSON-MANAGER**

27 5. If the grievance is not satisfactorily settled with the Supervisor, the Committeeperson and the employee's Manager will  
28 meet within 24 hours to try and resolve the grievance.  
29

30 6. If the grievance is not satisfactorily resolved at this stage of the procedure, it will be reduced to writing on Grievance  
31 forms provided by the Company and signed by the employee.  
32

33 7. Upon receipt of the written grievance, the employee's Manager will give their written answer to the Committeeperson  
34 within two working days. If the Manager's answer is unsatisfactory, the grievance may be appealed to the next step of the  
35 procedure.  
36

37 **SETTLEMENTS OF PROBLEMS**

38 8. Problems/grievances settled under the provisions of Step I are not precedent setting and are without prejudice to the  
39 position of either party in matters involving another employee, group of employees or problem.  
40

41 **STEP II**

42 9. If a satisfactory disposition of the grievance is not made in the First Step of the Grievance Procedure, the Bargaining  
43 Committee may, if they consider the grievance to be well-founded, appeal the grievance to the Second Step of the procedure  
44 within fourteen (14) calendar days of the date of receiving the Company's First Step answer.  
45

46 10. A Bargaining Committee meeting shall be held with the Labor Relations Representative and/or their representatives at  
47 a regularly scheduled time each week (unless a longer interval is agreed upon locally), if there is business to be transacted,  
48 and shall continue on consecutive working days until all business before it has been completed.

49 (a) A duly accredited International Representative and the President of the Local Union shall be permitted to attend and  
50 participate in meetings of the Bargaining Committee and the Company upon oral notification to the Company.  
51

52 11. The Company shall give its decision in writing to the Bargaining Committee Chairperson on all grievances considered  
53 at this meeting not later than one (1) week after the meeting.

54 (a) If a satisfactory disposition of the grievance is not made in the Second Step, the Chairperson of the Bargaining  
55 Committee, if he considers the grievance to be well-founded, may appeal the grievance to the Third Step.  
56

57 12. Third Step grievances will be processed in accordance with the following provisions:

58 (a) Appeal Procedure-The Chairperson shall, within one week of written disposition of the Second Step, give written

ARTICLE V

1 notice to the designated Company representative that the grievance is appealed to the Third Step.

2 (b) Within one week after notice of appeal has been given by the Chairperson the parties will prepare and exchange a  
3 complete and detailed statement of all the facts and circumstances surrounding the grievance.

4 (c) No grievance can be heard at Step three of the Grievance Procedure without the Statement of Facts and Position  
5 Statements having been completed prior to the Third Step hearing.

6 Statement of Facts and Position

7 13. Each party's statement shall be in detail sufficient to reasonably apprise the other party of the nature of (i) the grievance  
8 and the issues involved, (ii) the contentions made in support of the party's position on the issues (iii) the basic facts relied  
9 upon in support of such position, and (iv) where a claim of discrimination is included in the grievance, a statement of the  
10 facts and circumstances supporting such claim.

11 (a) Such statements shall fix the nature of the grievance and of the issues for all subsequent consideration of the case  
12 in the Grievance Procedure, and neither party shall attempt to deviate materially from the contents of such statement after  
13 furnishing it to the other party. Any change or addition to facts or position must be submitted at step three of the Grievance  
14 Procedure. Any change or additions beyond this Third Step shall not be allowed by the Arbitrator.

15 (b) It is the purpose and intent of this subsection to assure that there shall be full discussion and consideration of the  
16 grievance, on the basis of a full disclosure of the relevant facts, in the voluntary steps of the Grievance Procedure.

17  
18 14. GRIEVANCES TO BE INITIATED UNDER STEP II

19 Grievances concerning

20 (a) Article XI, except Section 9(h)

21 (b) Article XVI

22 (c) Work assignments to employees of another bargaining unit

23 (d) Subcontracting

24 (e) Employees terminated as a result of overstaying vacation or leave of absence

25 (f) Employees out of the plant on formal leave of absence

26 (g) Discharges

27 (h) Article X, Section 3

28 (i) Article XIV

29 (j) Article IX

30 (k) Article XIX, Section 5

31 (l) Matters affecting in the same manner a substantial number of employees

32 (m) Matters the parties agree are general in nature and application shall be referred by the appropriate Union  
33 representative to Labor Relations and shall be processed in accordance with this Article and subject to the provisions of the  
34 National Labor Relations Act, as amended.

35  
36 **STEP III**

37 15. APPEAL PROCEDURE

38 International Union-Employee Relations Representative.

39 (a) The Appeal Committee shall consist of four (4) members as follows: For the Union, the Regional Director or one  
40 designated representative of the Regional Director who is permanently assigned to handle all grievances arising under this  
41 Agreement, and the Chairperson of the Bargaining Committee; for the Company, two (2) representatives, one of whom  
42 will be the Labor Relations Representative, or a designated representative, who has not previously rendered a decision in  
43 the case.

44 (b) If it is necessary for the Regional Director or their designated representative to actually observe the operations about  
45 which the dispute has arisen, in order to understand the case, they will be permitted to enter the plant to make such  
46 observations, in accordance with government regulations and Company Rules respecting plant visitors.

47 (c) Meetings of the Appeal Committee will be held at a time agreed to by the parties. Unless mutually agreed otherwise,  
48 such meetings will not be held more than once every two (2) weeks. In the event meetings of the Appeal Committee have  
49 not been held for more than two (2) weeks, meetings will be arranged by mutual agreement within seven (7) days after the  
50 Notice of Appeal has been received.

51 (d) All matters properly in the procedure will be discussed. If settlement of the case is not reached at this meeting, the  
52 Company will furnish a copy of a summary of the minutes of the meeting, including a statement of any departure from the  
53 basic contentions of either party, to the Chairperson of the Bargaining Committee, the Regional Director, or designee, within  
54 five (5) work days after the meeting. This period may be extended by mutual written agreement.

55 (e) Any grievances not appealed in accordance with the procedures and time limits set forth in this Article, shall be  
56 considered fully settled on the basis of the Company's written disposition.

57 (f) Any grievances to which the Company fails to respond within the specified time limits, as set forth in this Article, shall  
58 be considered fully settled on the basis of the Union's requested remedy.

59  
60 16. ARBITRATION PROCEDURE

61 (a) If the Company's decision at the Appeal Step does not satisfactorily settle the grievance and the Union desires to  
62 submit the grievance to arbitration, it shall provide written notification to the Company Contract Administrator by email.

1 Such notification must be sent within fourteen (14) calendar days following delivery of the summary of minutes of the Appeal  
2 Committee meeting as provided in Section 2(e) hereof.

3 (b) Only grievances which have been processed through the Problem/Grievance Procedure as outlined in this Article  
4 and which have not been satisfactorily settled by the Appeal Committee, provided herein, may be appealed to Arbitration.

5 (c) After the procedures set forth in this Section 3 have been completed, the Arbitrator shall, when the issues have not  
6 been mutually agreed upon by the parties, determine the issues directly raised by the grievance Statements of Fact and  
7 Company dispositions which are unresolved, and they shall further decide whether or not these issues are arbitrable in  
8 accordance with the terms of this Agreement, provided the question of arbitrability has been raised by either party.

9 (d) In each case which has been appealed to arbitration, an oral hearing shall be expeditiously scheduled, after due  
10 notice to the parties, by the Arbitrator. At such hearings the testimony will be limited to such material facts as are in dispute,  
11 to a determination by the Arbitrator of the issue of arbitrability, if raised, and to the issue or issues processed through the  
12 Grievance Procedure and appealed to Arbitration and to such argument as the Arbitrator determines to be necessary and  
13 proper. All other procedure relating to Arbitration shall be determined by the Arbitrator.  
14

#### 15 17. ARBITRATION HEARINGS AND JURISDICTION OF THE ARBITRATOR

16 (a) Whenever witnesses are used, their evidence shall be taken at the facility where the problem originated unless  
17 otherwise mutually agreed to by the parties. Any employee needed as a witness shall be released from work if they are on  
18 duty.

19 (b) The process of Arbitration shall be carried out as expeditiously as possible. The Arbitrator shall render their decision  
20 in writing within thirty (30) calendar days after they have taken the matter under submission, unless such time is extended  
21 by mutual agreement of the parties.

22 (c) Only grievances involving interpretation or application of this Agreement may be ruled on by the Arbitrator and the  
23 Arbitrator shall be limited in his decision to a determination on the issues determined in accordance with Section 16 hereof.

24 (d) The Arbitrator shall be prohibited from adding to, modifying or subtracting from the terms of this Agreement, or any  
25 supplemental written agreement of the parties.

26 (e) The decision of the Arbitrator shall be final, binding and conclusive.

27 (f) In cases of disciplinary action the Arbitrator has the right to rescind the penalty and to compensate the employee for  
28 lost wages on the ground that the Company disciplined the employee without a justifiable reason. The Arbitrator shall not  
29 modify the extent of the discipline, except where the appealing party proves that the penalty was inconsistent with penalties  
30 applied in other similar cases, in which case they may modify the penalty to make it consistent with penalties applied in  
31 other similar cases. However, in discharge cases the Arbitrator may modify the extent of the discipline. Where they  
32 determine that discharge was not the proper penalty they shall determine what the proper penalty should be.  
33

#### 34 18. GENERAL PROVISIONS

35 (a) The International Representative from the Region and the Labor Relations Representative or their designated  
36 representatives shall select an Arbitrator who shall serve subject to conditions mutually specified by the parties.

37 (b) The compensation and expense of the Arbitrator and of Arbitration shall be borne equally by the parties. Either party  
38 shall have the right to have a transcript at its own expense.

39 (c) The Union agrees that it will not request the services of any Government Agency or of any other party to intervene  
40 in any problem, grievance or dispute until the full Problem/Grievance Procedure, Appeal Procedure and Arbitration  
41 Procedure as set forth in this Article (providing the grievance is properly subject to Arbitration under the terms of this Article),  
42 have been utilized.

43 (d) Grievances which are appealed to Arbitration and which contain continuing liability shall be given priority over all  
44 other grievances in the Arbitration Procedure at that time.

45 (e) Time spent by employees during their working hours in connection with the presentation of their problems to the  
46 appropriate Union representative, as provided in Article V, will be paid for by the Company. Employees must request an  
47 appropriate pass prior to meeting with their Committeeperson and prior to meeting with their Committeeperson and  
48 Supervisor.

49 (f) The Company may make any investigation necessary to determine the facts surrounding any problem/grievance.  
50 However, the Company will make no attempt to settle or dispose of any such problem/grievance with the concerned  
51 employee after a Union representative has begun the processing of such problem/grievance, except in the presence of the  
52 appropriate Union representative.  
53

#### 54 19. TIME LIMITS

55 (a) There is no responsibility on the Company to make an adjustment of any problem/grievance:

56 (1) Unless it is presented within five work days after the occurrence of the acts or omissions of the Company which  
57 are the basis of the problem/grievance unless the circumstances of the case made it impossible for either the employee or  
58 the Union to know that he had grounds for such a claim prior to that date, in which event it must be presented within five  
59 work days after either party first knew of such act or omission; or

60 (b) In no event shall any decision or award upon any problem or grievance filed by any employee or the Union under  
61 Article V be made effective for any period beyond thirty (30) work days prior to the date such problem/grievance was first  
62 recorded in accordance with Article V.

PROBLEM/GRIEVANCE, APPEAL  
AND ARBITRATION PROCEDURE

ARTICLE V

1 (c) Any of the periods within which any of the acts required in Article V are to be performed may be extended by written  
2 mutual agreement between the Chairperson of the Bargaining Committee or their designated representative and the Labor  
3 Relations Representative or their designated representative.

4 (d) In computing the time within which the said acts are required to be performed under Article V, Saturdays, Sundays  
5 and holidays shall be excluded except when specified as calendar days.

6 (e) There is no responsibility on the part of the Company to make any further adjustment of any problem raised or  
7 grievance filed when the employee to whom the problem applies or to whom the grievance is applicable has voluntarily  
8 terminated their employment with the Company, unless the problem/grievance involves a claim for compensation.

**ARTICLE VI**

**DISCIPLINE**

**1. DISCIPLINE PROCEDURE**

(a) Any employee who is called to an office for the purpose of being disciplined may request his Committeeperson and the Committeeperson will be sent for. Upon arrival, the Committeeperson will be briefed on the purpose of the meeting and afforded a reasonable period of time, not to exceed five (5) minutes, to discuss the matter with the employee. Subsequent to such discussion, the meeting shall proceed without delay or interruption.

(b) When practical, employees to be given a disciplinary layoff will be notified of this fact no later than one hour before the end of their shift. An employee shall not be given a time off penalty at the start of his shift for a prior violation.

(c) If an employee is disciplined, he shall be given the opportunity, upon his request, to present his problem/grievance to his Committeeperson as provided in Article V, preferably before leaving the department and in any event before leaving the plant.

(d) Notwithstanding the provisions of Section 19(a) of Article V, any employee who receives a disciplinary layoff may present a problem/grievance concerning such disciplinary action not later than five calendar days after the end of such disciplinary layoff in accordance with the provisions of Article V.

(e) In cases of any disciplinary action the Union reserves the right to seek modification or elimination and compensation in whole or in part for lost wages on the ground that the employee was wrongfully disciplined.

**2. DISCHARGE PROCEDURE**

(a) When practical, employees to be discharged will be notified of this fact no later than one hour before the end of their shift.

(b) If any employee is discharged, he shall be given the opportunity upon his request to present his problem/grievance to his appropriate Union representative as provided in this Article, preferably before leaving the department and in any event before leaving the plant.

(c) Time spent by a discharged employee in presenting a problem/grievance to his appropriate Union representative will not be paid for by the Company.

(d) In discharge cases the Union reserves the right to seek reinstatement and compensation in whole or in part for lost wages on the ground that the employee was wrongfully discharged.

**3. PRODUCTIVITY STANDARD**

The test which shall be used as a basis for disciplining or discharging an employee for productivity not up to standard shall be the productivity of a normal employee reasonably exercising his working capacity.

**4. GENERAL PROVISIONS**

(a) Industrial Security personnel as well as supervision shall provide Union representation upon the request of an employee when (1) an employee is called to an office for the purpose of being disciplined, and (2) an employee is to be involved in an investigatory interview. Upon such a request, neither the disciplinary action nor the investigatory interview will proceed until Union representation has been provided.

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**ARTICLE VII**  
**MANAGEMENT PREROGATIVES**

1. Management prerogatives and the exercise thereof shall be unqualified, shall remain exclusively in the Management and shall include without limitation all matters not covered by this Agreement as well as the following, to the extent that the following are not limited or modified by the terms and conditions of this Agreement:

- (a) The prerogative to hire, promote, assign to shifts, maintain discipline and efficiency, discharge and discipline all employees for a justifiable reason.
- (b) The prerogative to determine the type of work to be performed, the location of work within the plants, the schedules of production, the schedules of working hours and the methods, process and means of manufacture.



**ARTICLE VIII  
STRIKES AND LOCKOUTS**

1  
2  
3 1. During the term of this Agreement the Local Unions and the International Union, or any of them, shall not authorize,  
4 cause, engage in, sanction or assist in any slowdown, work stoppage or strike against the Company.  
5

6 2. (a) In the event any employee who is employed in the bargaining unit as set forth in Article I of this Agreement shall  
7 call, engage in, sanction or assist in any unauthorized slowdown, work stoppage or strike against the Company or shall  
8 refuse to perform services duly assigned when directed to do so by the Company, the Local Union and the International  
9 Union and their officers and representatives agree to the following:

10 (1) That the Company may take whatever disciplinary action it deems appropriate including discharge and that the  
11 degree of such disciplinary action shall not be reviewable through Articles V and VI of this Agreement; and

12 (2) That each of them jointly and severally shall immediately disavow and refuse to recognize any picket line or lines  
13 established as a result of said unauthorized slow-down, work stoppage or strike against the Company or refusal to perform  
14 services; that each of them will issue instructions not to respect or recognize any said picket line or lines; and in addition,  
15 each will do everything within their respective powers to secure the disestablishment and disbanding of any said picket line  
16 or lines; and

17 (3) That each of them jointly and severally shall immediately take or cause to be taken all affirmative action to  
18 demand, cause and require performance of the terms and conditions of this Agreement.

19 (b) In the event of any unauthorized slowdown, work stoppage or strike against the Company or refusal to perform  
20 services duly assigned when directed to do so by the Company, the Company agrees that it will not file or prosecute any  
21 action for damages arising out of said unauthorized slowdown, work stoppage, strike or refusal to perform services, against  
22 the Local Union, its officers, representatives or individual members, provided that the Local Union, its officers and  
23 representatives perform their obligations and responsibilities as set forth in this section, or against the International Union,  
24 its officers, representatives or individual members, provided that the International Union, its officers and representatives  
25 perform their obligations and responsibilities as set forth in this section.

26 (c) Nothing in Section 2(b) above shall preclude any right to which the Company previously was entitled to seek legal  
27 or other redress of any individual who has caused damage to or injury to or loss of Company property nor does the Company  
28 cede any rights in this regard to which it may be entitled by future legislation.  
29

30 3. During the term of this Agreement the Company shall not cause, permit or engage in any lockout of its employees.

**ARTICLE IX  
EQUAL OPPORTUNITY**

1  
2  
3 1. Both the Company and the Union are pledged to a policy of equal opportunity and non-discrimination in employment,  
4 in terms of employment and in the application of the provisions of this Agreement which shall apply irrespective of race,  
5 religion, color, national origin, sex, age, Military/Veterans status or disability as defined under applicable Federal statute.  
6 Additionally, the Company and Union are pledged to a policy of non-discrimination under applicable State laws.

7 The Company is committed to provide its employees with a working environment free of all forms of discrimination,  
8 including sexual harassment.  
9

10 2. The Company and the Union join in full support of the position that sexual harassment, as defined by the Equal  
11 Employment Opportunity Commission in its 1980 guidelines, offers a serious obstacle to the achievement of full employment  
12 opportunity for workers of both sexes, and will not be tolerated in facilities covered by this Agreement. The parties further  
13 agree that sexual harassment is grievable as a form of sex discrimination under this article, as well as under other applicable  
14 articles of the Agreement.  
15

16 3. The Company further agrees to continue its policy of taking affirmative action to facilitate the employment of the  
17 disabled, disabled veterans and Vietnam-era veterans.  
18

19 4. The Company and the Union agree that upon request of either party, in accordance with the provisions of Article IV,  
20 Section 18 (m) to meet with the other for the purpose of exchanging ideas and suggestions for the most effective  
21 implementation of the Company policies set forth in Section 1 above.  
22

23 5. Where the masculine term is used in this Agreement, it shall apply with equal force to the feminine gender.

**ARTICLE X**

**NON-BARGAINING UNIT EMPLOYEES**

1. Non-bargaining unit employees shall not perform any work or operation performed by a bargaining unit employee at any time whatsoever, except in case of extreme emergency or for the purposes of instructing employees.
2. Complaints alleging violation of Section 1 during overtime hours may be presented in accordance with Section 2 of Article V.
3. Any other complaint alleging violation of Section 1 shall be presented in accordance with the provisions of Article V, Section 14.
4. The Company will furnish the Union a list of supervisors of bargaining unit employees on a quarterly basis. The list will be by zone, wherever practical, and will be updated monthly or more often if significant changes in supervisory personnel occur.
5. Engineering/Salaried Program Support-Engineering hands – on assistance may be required for problem resolution and training purposes. For any activity wherein assistance is required in order for work to proceed, management may direct a non-represented employee to assist in the execution of the task, provided the member assigned needs help or training provided that doing so does not displace available bargaining unit employees from completing the task. Should any dispute or question arise concerning this type of support, site management will meet and discuss the issue with the Bargaining Committee Chairperson.

**ARTICLE XI****SENIORITY****1. DEFINITIONS**

(a) Classification— The word “classification” is defined as consisting of a group of job requirements as established by a job description identified by an individual title as contained in the Job Classification Rate Lists (Exhibits D and E). For example, Inspector-Major Electronic Systems is one classification and Inspector-Electrical/Electronic Assembly is another.

(b) Available Job—The term “available job” shall be a job held by a probationary employee subject to layoff pursuant to Section 4(a) hereof. An available job also includes an open requisition.

(c) Proprietary Work—The term “Proprietary Work” means that work which, by its unique nature and strict “need-to-know” criteria, requires, for exposure to and/or participation in, an access, that is in addition to or in lieu of a security clearance.

**2. MEASUREMENT OF SENIORITY**

(a) Seniority shall be measured by the employee's length of service with the Company from his effective date of entry into the bargaining unit, except as modified by the provisions of Sections 2(b), and 10 hereof and Application of Seniority NLRB Decision 21-UC-10: provided, however, that no employee with seniority in the bargaining unit as of the effective date of this Agreement will have his seniority date changed as a result of this provision. The seniority of employees with the same seniority date will be determined by the alphabetical order of their names (surname first, then given name, then middle initial) with the employee whose name appears nearer the beginning of the alphabet having greater seniority

**(b) Probationary Period**

(1) All employees are on probation for a period of ninety (90) calendar days from their most recent date of hire (first date worked). They shall not have seniority status during this period. At the end of the ninety (90) calendar day probationary period, an employee's seniority shall be retroactive to his most recent date of hire All probationary employees shall be considered as temporary employees.

(2) If a probationary employee is laid off and is subsequently rehired by the Company within six (6) months of his original date of hire into the same classification from which he was laid off, he will complete his probationary period when he has been on the payroll for a total of ninety (90) calendar days including the period prior to his layoff. When he has completed ninety (90) calendar days on the payroll, such employee's seniority shall be retroactive to his date of hire prior to the layoff which interrupted his probationary period.

(3) If a probationary employee is laid off and is subsequently rehired by the Company within six (6) months of his original date of hire into a different classification than that from which he was laid off, the employee will be on probation for a period of ninety (90) calendar days from his date of rehire. However, upon completion of such ninety (90) calendar day probationary period, the employee's seniority shall be retroactive to his date of hire prior to the layoff which interrupted his probationary period.

**SENIORITY MOVEMENT AT TIME OF EXCESS****3. TEMPORARY LAYOFFS**

(a) When reducing the workforce due to breakdown, shortage of material or causes of a like nature, which in the judgment of the Company are of a temporary nature not exceeding two (2) weeks, employees directly involved will be laid off and returned to work according to their seniority in their classification in their department in their plant or facility. The two (2) week limitation may be extended by mutual agreement.

(b) When reducing the workforce due to breakdown, shortage of material or causes of a like nature, which in the judgment of the Company are of a temporary nature not exceeding four (4) weeks, employees will be laid off and returned to work according to their seniority in their classification in their department in their plant or facility. The four (4) week limitation may be extended by mutual agreement.

(c) The Company will pay each employee on temporary layoff under the provisions of this Section 3 the holiday pay provided in Article XVII, Section 7(a), for each holiday falling during the period he is on temporary layoff. Such employee will, if eligible, be paid bereavement pay and jury duty allowance as provided in Article XVII, Sections 12, 13 and 14.

**4. LAYOFFS FOR EXTENDED PERIODS**

(a) When reducing the working force, other than in accordance with the provisions of Section 3 hereof, first probationary employees in the classifications affected and thereafter probationary employees in the division shall be laid off, provided there are excess employees with seniority who have the ability to perform the work and who are entitled to the classification pursuant to the provisions of Section 4(b) through 4(d) below.

(b) A seniority employee whose seniority is insufficient to entitle them to remain in their classification [if there are employees with more seniority who have the ability to perform the work and who are entitled to the classification in accordance with the provisions of this Section 4(b)] will be afforded the options listed below, as applicable, provided they have sufficient seniority and in each case conditioned upon their ability to perform the work.

(1) Effective May 16, 2020 transfer to displace the least senior employee in a classification that results in the least reduction in base pay from among the classifications, including successor classifications, in which they successfully performed for at least one hundred and eighty (180) calendar days, since their last hire/rehire date, or January 1, 1990 whichever is later. Employees hired after September 17, 2020 may transfer to displace the least senior employee in up to their last three classifications held, that results in the least reduction in base pay, including successor classifications in which they successfully performed for one hundred and eighty (180) calendar days since their last hire date.

**OR**

(2) Transfer to an available job in the same or a lower labor grade as the highest classification to which they have upgrade rights if no employee has a right to such job under Section 4(b)(1) above and if this will result in a reduction in pay in the same or a lesser amount than the downgrade to a classification to which they have a seniority right

**OR**

(3) Layoff from their classification to be recalled in accordance with the provisions of Section 7 hereof.

(c) Inability to Perform

If an employee is unable to perform the work of a classification to which they would normally have a seniority right in accordance with the provisions of Section 4(b) hereof, their rights under Section 4(b), (c), or (d) will be determined as if the classification which they are unable to perform did not exist as a seniority right.

(d) Inverse Seniority Layoff and Recall (ISL)

Notwithstanding any other provision of this Article XI, employees with one (1) year or more of seniority may voluntarily elect to be laid off in inverse or descending order of their seniority within their classification, without losing right of recall. The provisions for such layoff and recall situations are as set forth below:

(1) Employees with one (1) year or more of seniority and who desire to be laid off in inverse order of their seniority shall make application for such layoff to Workforce, on a form supplied by the Company, at least four (4) weeks prior to the next regularly scheduled Layoff Date .

(2) In the event of a layoff for an extended period, employees who have made application under the ISL plan shall be laid off in descending order of their seniority as excesses occur in their classification.

(3) If additional layoffs are required to reduce the workforce in accordance with production requirements, the normal layoff procedure of Article XI, Sections 4(a) through 4(b) shall apply.

(4) If the Company determines that an employee who has made application for an ISL cannot be laid off during the regular layoff date because their skills are required on a regular assignment, the circumstances shall be discussed with the Wage/Seniority Coordinator and the employee may be retained on such assignment until another employee can be trained to perform the work but in any event, except for extremely rare occasions, no longer than sixty (60) calendar days.

(5) An employee on layoff under the ISL plan must remain on layoff for a minimum of sixty (60) calendar days.

(6) An employee on layoff under the ISL plan shall have recall and reinstatement rights and the Company shall have cancellation of ISL Layoff Rights identical to those described in Article XI, Section 7(k) of the Agreement. Notwithstanding this, said employee may make application for recall in accordance with the seniority provisions of the Agreement.

(7) An ISL employee shall be entitled to all benefits due any other laid off employee, just as though the layoff occurred under the regular Seniority Movement rules.

(8) In the event a ruling is made by the state in which an ISL employee lives, that such employee is ineligible because of the voluntary aspects of the ISL plan, the employee may, at his option, apply to be recalled in line with seniority as openings occur, but shall not displace an employee at work.

(i) The Company will not contest the right of an employee who exercises Inverse Seniority layoff to apply for and receive Unemployment Insurance benefits.

## 5. SCHEDULING OF SENIORITY MOVEMENTS

(a) The Company and the Union agree that seniority movements shall normally be scheduled at the commencement of the following pay period.

(b) Layoffs of seniority employees will be scheduled for 60 calendar days after receipt of a layoff notice. .

(c) Employees who would normally be subject to layoff absent the conditions in 1, 2 and 3 below will be laid off under the following conditions:

(1) Return from formal leave of absence; or

(2) Return from off-site assignments; or

(3) Lose the seniority status provided by Section 14 or 15 hereof and would be laid off without option.

(d) If the Company faces an immediate reduction in the work force as a result of an occurrence such as a contract cancellation, a stop-work decision or a change in schedule which occurs preventing a 60 day advance layoff notice, the circumstances surrounding the occurrence will be discussed with the Union and a layoff will be scheduled as soon as practical

1 providing a two week advance notice.  
2

### 3 FILLING JOB VACANCIES

#### 4 6. PRIORITIES

5 (a)

6 The priority of rights to fill job vacancies will be as set forth below:

7 *First Priority—Shift transfers in accordance with the provisions of Section 9(h) hereof.*

8 *Second Priority—Seniority rights under Sections 4 and 7 hereof. These include rights at time of excess, upgrade of*  
9 *employees at work and recall of employees from layoff.*

10 *Third Priority— Company job posting procedure .Bargaining Unit employee applicants will be given an interview and*  
11 *will have general preference over non-bargaining unit and external applicants, provided they possess substantially*  
12 *equal ability to perform the work and are rated as recommended for hire without reservation by the interviewing*  
13 *panel.*

#### 14 7. RECALL OF EMPLOYEES

15 (a) An employee who was laid off or downgraded with recall or upgrade rights at the division where a vacancy arises  
16 and who retains recall or upgrade rights (including a downgraded employee on a leave of absence with upgrade rights) will  
17 be offered recall or upgrade in order of his seniority to a vacancy in a classification to which they had a seniority right in  
18 accordance with Section 4(b) hereof, except that an employee on leave of absence with upgrade rights will automatically  
19 be placed in such classification conditioned in all cases upon their ability to perform the work.

20 (b) An employee will be recalled only to classifications within the bracket of labor grades most recently designated.

21 (c) An employee laid off or downgraded who has subsequently been promoted or offered recall or upgrade to a  
22 classification with the same or higher base rate as the highest classification to which they have recall rights will no longer  
23 have transfer, upgrade or recall rights to the classification from which they were laid off or downgraded.

24 (d) An employee offered upgrade to a classification lower than the highest classification to which they have upgrade  
25 rights may elect to remain on downgrade to be offered upgrade only to classifications higher than theretofore offered to  
26 which they have upgrade rights in accordance with the provisions of Section 7 hereof.

27 (e) ( e) Suspension of Recall Rights

28 An employee may suspend their recall rights at the time they are laid off or following layoff by appearing in person  
29 or submitting a written request by registered or certified mail, return receipt requested, to Human Resources Workforce at  
30 The Boeing Company, Group Hourly Support, PO Box 3707, M/C 9V7-19, Seattle, Washington 98124, provided such  
31 request is made prior to actual recall. Similarly, the form may be fax'd to Group Hourly Support at: (206)-766-5272. In  
32 addition, an employee may suspend their recall rights when they are recalled, provided they are employed by another  
33 employer. Such suspension shall not, in any event, extend beyond the period provided in Section 17(g) hereof. A laid-off  
34 employee who has suspended their recall rights will be provided a document indicating their recall rights have been  
35 suspended. A laid-off employee who has suspended their recall rights may reinstate such recall rights for future vacancies  
36 by submitting a written request by registered or certified mail, return receipt requested, to Human Resources Workforce .  
37 Such requests for reinstatement of recall rights must be received by Human Resources Workforce by noon Wednesday to  
38 become effective the following Monday. When the Company has recalled all employees with a recall right to a classification  
39 it shall cancel the suspensions of recall rights currently in effect for employees for whom the classification is the highest  
40 classification to which they would otherwise have recall rights, in inverse order of seniority.

#### 41 8. TEMPORARY RECALL

42 When the Company anticipates that a work requirement which necessitates adding to the workforce of a classification will  
43 exist for eight (8) weeks or less, the Company may temporarily recall employees to a classification to which they have a  
44 seniority right. If such work requirement should extend beyond eight (8) weeks, employees who possess recall rights and  
45 meet the qualifying requirements of the work shall be recalled in accordance with the provisions of Article XI, Section 6  
46 hereof and employees on temporary recall shall be laid off.

47 (1) Employees shall be telephoned in seniority order. If the employee cannot be contacted, the next employee shall  
48 be called and offered the temporary recall. Those employees for whom messages were left may contact the  
49 Company by the end of the next workday and accept temporary recall provided an opening is still available.  
50 Employees shall report within the next two (2) regularly scheduled workdays, or as directed after the offer is  
51 extended. At the completion of the assignment, the employees who were temporarily recalled will be returned to  
52 layoff. In the event an employee does not elect to accept a temporary recall the employee shall not lose recall  
53 rights.

54 (2) The most senior employee at work on downgrade because an employee is temporarily recalled will be paid at the  
55 rate of the classification to which he would otherwise have been entitled on a one-for-one basis. The employee's  
56 vacation and sick leave allowance will be at the appropriate rate.  
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(3) Employees at work on temporary recall will not be considered job bidders from within the division under the provisions of Article XI, Section 6 and 8 hereof.

## TRANSFERS AND LOAN OUTS

### 9. TRANSFERS WITHIN THE BARGAINING UNIT

(a) The Company has the right to transfer employees within their classifications between departments on the same shift within the facility . The provisions of this section will not be applied so as to avoid the upgrade or recall of employees on downgrade or layoff

(b) No employee shall be transferred out of their classification without their permission, except as otherwise provided in this Agreement.

(c) When no reduction in the working force is necessary, but where an excess of employees in a classification occurs, the transfer of the excess employees shall be handled in accordance with the provisions of Section 4 hereof.

(d) Where an employee has been promoted or transferred into another job and does not perform the job in a satisfactory and efficient manner, they shall be returned to their former classification within a period of ninety (90) calendar days.

(e) The Company may remove any employee without regard to seniority who is unable to perform their job in a satisfactory and efficient manner. Except as provided in Section 9(d) above, such employee will be placed in a classification to which they have a right in accordance with the provisions of Section 4 hereof and which they have the ability to perform.

#### (f) Voluntary Removals

(1) An employee may voluntarily request to be removed from their classification and exercise their seniority to remain at work as if they were excess in their classification. However, such employee must have enough seniority to remain at work in a classification to which they have a seniority right and such employee cannot voluntarily place them self on layoff

(2) When an employee exercises their right to voluntarily remove them self , they lose all seniority rights to the classification from which they are voluntarily removing them self. If they are at work on downgrade in such classification, they will retain upgrade rights to higher classifications but will no longer have a right to the classification from which they removed them self unless they are subsequently reinstated in their higher classification and again become excess.

(3) Initiation of voluntary removal by an employee will preclude them from bidding for the job from which they voluntarily removed them self for six (6) months following the removal..

(4) Before action is taken on a request for voluntary removal, the Wage/Seniority Coordinator will be notified of the impending action.

#### (g) Shift Transfers

(1) Requests for shift transfer shall be filed in writing on forms supplied by the Company. Employees with an active request for shift transfer will be transferred in order of their seniority to the shift of their choice to fill vacancies within their classifications within their departments (except that where such vacancies are to be filled by promotion or hire, they will be filled on the shift designated by the Company, and the employees filling the vacancies will not be subject to displacement under Section 9(g)(3) hereof for three (3) months.)

(2) If an employee has an active request for shift transfer on file with the Company and an employee with less seniority exercises their seniority in accordance with Section 4 hereof to displace an employee in their classification and department on the shift of their choice, such employee will be transferred and the less senior employee will replace them.

The transfer shall take place within thirty (30) calendar days of receiving the request. Exceptions shall include situations such as those in which the employee to be displaced is probationary, new on the job, or performing critical work. Disputes regarding the critical nature of the work will be referred to the Labor relations Representative and the Chairperson of the Bargaining Committee. In no event shall the transfer be delayed more than 90 days without agreement by the parties.

(3) When an employee has had a request for shift transfer on file with the Company for no longer than three (3) months without being transferred to the shift of his choice, he will be transferred to displace the least senior employee in his classification in his department on the shift of his choice provided he has more seniority than such least senior employee. If at the time of an employee's eligibility for transfer under this Section 9(g) there is no less senior employee in his classification in his department on the shift of his choice, the employee's request for shift transfer will become void (except that where there is a less senior employee who filled a vacancy by promotion or hire in accordance with Section 9(h) hereof, the employee's request for shift transfer will remain valid until such less senior employee is subject to displacement.)

(4) When an employee has been transferred to the shift of their choice as a result of a request for shift transfer, they will remain on the shift of their choice for at least six (6) months unless they are moved to another shift as a result of other provisions of this Article. Such employee may not file a request for shift transfer for six (6) months following their transfer to the shift of their choice.

#### (h) Department Transfers

An employee may apply on forms supplied by the Company for transfer in their own classification to another department. Such applications for transfer will be honored in seniority order in accordance with the priorities set forth in Section 6 hereof. When an employee has been transferred to the department of their choice as a result of a request for departmental transfer, they will remain in the department of their choice for at least six (6) months unless they are moved to another department as a result of other provisions of this Article. Such employee may not file a request for departmental

1 transfer for six (6) months following their transfer to the department of their choice.

## 3 10. TRANSFERS OUT OF THE BARGAINING UNIT

5 Employees who have been transferred out of the bargaining unit after September 17, 2020 will be permitted to be  
6 returned to the bargaining unit for any reason, at the option of management. This option will be available for these  
7 affected employees for the first six month period following their transfer out of the bargaining unit. This option may be  
8 exercised only once per employee. The six month period is the total amount of time out of the unit. Such employees  
9 will return to the bargaining unit with seniority adjusted up to the date of return. If the transfer out of the bargaining  
10 unit exceeds six (6) months, the employee will have no return rights to the bargaining unit and will lose all seniority  
11 rights but can return to the bargaining unit following the external job requisition process.

## 13 11. LIMITATIONS ON LOAN OUTS

14 (a) Employees may temporarily be given new assignments not normal to their classifications where they will perform  
15 the duties of classifications from which employees are on downgrade or layoff with a superior seniority right of upgrade or  
16 recall. Except as provided in Section 11(c) below, such assignments will not exceed a maximum period of twenty  
17 (20) working days for any employee involved and will not be made to avoid the upgrade or recall of employees to fill  
18 openings.

19 (b) When employees are loaned to work in another department in another classification for a period of more than one  
20 full work week under the provisions of Section 11(a) above, the Company will notify the Wage/Seniority Coordinator of the  
21 names, classifications, departments and dates involved as soon as possible.

22 (c) The twenty 20 working day limitation on loan outs set forth in Section 11(a) above does not apply where employees  
23 are loaned because of leaves of absence, vacations and increases or decreases in the work load which are of short duration  
24 but will exceed twenty 20 days. In such situations, whether the loan is within the same department or is to another  
25 department, the Chairperson of the Bargaining Committee and the Labor Relations Representative will discuss the  
26 circumstances and mutually determine the period of loan out required to cover the specific situation involved. The period  
27 originally established under this Section 11(c) may be extended by mutual agreement if the circumstances change and such  
28 extension is warranted. The provisions of this section will not be applied so as to avoid the upgrade or recall of employees  
29 on downgrade or layoff to fill long-term openings or to avoid the downgrade or layoff of employees who are other than  
30 temporarily excess.

## 32 12. NOTIFICATIONS—UNION

33 (a) The Company will notify the Chairperson of anticipated layoffs, employees scheduled for recall and other seniority  
34 related moves on a current basis. Such notification will include a copy of the form for each employee in accordance with  
35 Section 13(a) hereof, designation or re-designation forms received in accordance with Sections 13(c), (d) and (e) hereof,  
36 and suspensions of recall rights and cancellations of suspensions of recall rights in accordance with Section 7(k) hereof. (In  
37 addition to the current notification provided for above, the Company will provide the Chairperson of the Bargaining  
38 Committee and the President of the Local Union a report of the anticipated scheduled seniority movements provided for in  
39 Section 5 hereof whenever a net reduction in personnel is anticipated.)

40 (b) The Company will prepare seniority lists every month on a classification basis. One copy will be posted by the Union  
41 in a conspicuous location and one copy will be given to the Chairperson of the Bargaining Committee and the President of  
42 the Local Union. Such seniority lists shall contain job code numbers, job titles, seniority dates, shifts, identification numbers  
43 and the names of employees. The schedule for the preparation and posting of seniority lists within a division may be changed  
44 by mutual agreement between the Labor Relations Representative and the Chairperson of the Bargaining Committee.

45 (c) Once each month the Company will supply the Chairperson of the Bargaining Committee and ly the President of the  
46 Local Union a list of employees who:

47 (1) Started—with appropriate coding to indicate new hires, rehires, reinstatements and interdivisional transfers in.

48 (2) Separated—with appropriate coding to indicate quits, layoffs, retirees, discharges, deaths and interdivisional  
49 transfers out.

50 (3) Went on leave of absence, including industrial medical leave, or returned from leave of absence during the  
51 preceding week.

52 (4) Have transferred into or out of the bargaining unit. These lists will include job code numbers, seniority dates,  
53 shifts, identification numbers, effective dates and identifying codes.

## 55 13. NOTIFICATIONS—EMPLOYEES

56 (a) An employee will be provided options pursuant to Section 4 hereof. An employee shall make their election from  
57 available options. One copy of the option form used by the Company will be given to the employee.

58 (b) When an employee is to be laid off without option they will, where possible, be given 60 calendar days advance  
59 notice. (c) At the time an employee is laid off they will provide the Company and the Union with their correct mailing address  
60 and they shall be provided with instructions on how to notify the Company if they change their mailing address while on  
61 layoff.



1  
2 14. APPLICATION OF SENIORITY-UNION REPRESENTATIVES

3 (a) For the sole purpose of maintaining Union representation at the time of reduction in force, employees holding Union  
4 positions shall head the seniority list in the following order within their classification and their representation area as  
5 hereinafter provided:

6 (1) In Local 887 the President shall exercise seniority protection on an Agreement-wide basis.

7 (2) Members of the Bargaining Committee shall exercise their seniority protection on a division-wide basis.  
8 Committeepersons or their acting replacements shall exercise their seniority protection in the zone in which they work.

9 (b) When it becomes necessary to remove any one of the Union representatives listed in Section 14(a) (1) or (2) above  
10 from their classification in their respective representation area, and provided representation is required in such area, such  
11 employee shall be placed on the job occupied by the employee with the least seniority in another classification involving the  
12 least reduction in rate which they have the ability to perform. If no job is found which such employee has the ability to  
13 perform, the Union will be notified, and it shall replace such employee as representative by another employee who is still at  
14 work.

15 (c) Before an employee who is at work because of Union seniority may successfully bid for a job, mutual agreement is  
16 required between the Chairperson of the Bargaining Committee and the Labor Relations Representative, or their designated  
17 representatives.

18 (d) If a Union Representative who is on downgrade in their representation area refuses upgrade to a job to which they  
19 have seniority rights outside their representation area, they will not lose upgrade rights within their representation area by  
20 such refusal but will be upgraded in line with their seniority to the next vacancy within his representation area to which they  
21 have recall rights.

22 (e) If a Union representative loses their Union representative status, they will be returned to their proper place on the  
23 seniority list and exercise their seniority accordingly. If such representative is on downgrade, in order to remain in their  
24 representation area, they will exercise their seniority to move to the classification to which their seniority would have entitled  
25 them had they not elected to remain in their representation area.

26 (f) Written notification of the names of the Union representatives listed in Section 14 (a) above shall be furnished to the  
27 Labor Relations Representative forty-eight (48) hours before the seniority protection provided in this Section 14 shall  
28 become effective.

29 (g) Changes in the above-described seniority protection may be made by mutual agreement between the Company  
30 Contract Administrator and the President of the Local Union or their designated representatives.

31  
32 15. STABILIZATION OF THE WORK FORCE

33 For the purpose of providing stability in work operations during periods of reduction in the work force the Company may,  
34 within the limits specified below classify certain employees as stabilizing employees. Employees so classified will not be  
35 subject to the provisions of Sections 4 and 9(g) of this Article. The stabilizing employee classification is not subject to the  
36 provisions of Section 8 of this Article.

37 (a) No employee shall be transferred out of their classification into the stabilizing employee classification without their  
38 permission.

39 (b) No employee shall be transferred into this classification unless they have at least five (5) years of seniority and are  
40 paid a base rate that is equal to or greater than the minimum for Labor Grade 10.

41 (c) The Company Contract Administrator shall notify the Union, in writing, of the name, department number and present  
42 classification of each employee scheduled to be transferred into this classification. In addition, they shall provide the Union  
43 with a description of the current job assignment of each such employee and the reason for their being placed in the stabilizing  
44 employee classification. Prior to such notification, the Labor Relations Representative will discuss the transfer with the  
45 Chairperson of the Bargaining Committee.

46 (d) The effective date of transfer into this classification shall be the third Friday following notification to the Union.

47 (e) No employee classified as a stabilizing employee shall be transferred between departments except that such  
48 transfers may be made in instances where the basic work assignment of the employee is moved to a different department.

49 (f) The number of employees classified as stabilizing employees shall not exceed fifteen percent (15%) of the bargaining  
50 unit at time of stabilization.

51 (g) No employee shall be retained as a stabilizing employee if the reason for their being a stabilizing employee as set  
52 forth in accordance with Section 15(c) above no longer exists.

53 (h) The Company Contract Administrator or his designee will notify the Union of the name, department number and  
54 classification of each employee removed from the stabilizing employee classification. Such employee shall be returned to  
55 their former classification and exercise their seniority accordingly by the time of the next seniority movement.

56 (i) The most senior employee at work on downgrade because an employee was transferred to the stabilizing employee  
57 classification will be paid at the rate of the classification to which they would otherwise have been entitled.

58 (j) Before an employee who is at work out of line of seniority because of this Section 15 may successfully bid for a job,  
59 mutual agreement is required by the Chairperson of the Bargaining Committee and the Labor Relations Representative or  
60 their designated representatives.

61  
62 16. BREAKING OF SENIORITY

63 Seniority shall be broken and the employee terminated for the reasons listed below..

1 (a) If the employee quits.,

2 (b) If the employee is discharged for a justifiable reason.

3 (c) If the employee refuses reinstatement in the highest classification to which he has recall rights under Section 7  
4 hereof.

5 (d) If the employee with recall rights fails to report to the Company for a work assignment (or if they are being properly  
6 recalled to a classification lower than the highest classification to which they have recall rights and fails to notify Human  
7 Resources Workforce of their decision to remain on layoff) within three (3) working days after receiving notice by registered  
8 or certified mail, or other overnight delivery method, return receipt requested, to report to Human Resources Workforce.  
9 However, if the employee contacts Human Resources Workforce within the three (3) working days provided above and  
10 states acceptance of recall, they shall, upon request, be granted reasonable additional time to report to the Company facility  
11 for a work assignment.

12 (e) If any employee fails to keep the Company, as instructed by the Company, notified of their proper address and by  
13 such failure Human Resources Workforce is unable to contact the employee by registered or certified mail, or other  
14 overnight delivery method, return receipt requested. When an employee on layoff notifies Human Resources Workforce of  
15 a change of address, Human Resources Workforce will verify to the employee in writing receipt of such notification and will  
16 provide them with the process to notify Human Resources Workforce of any subsequent change of address.

17 (f) If the Company does not receive a reply in writing from any employee within eight (8) days after written notice of  
18 recall is placed in the mail, registered or certified, or sent via other overnight delivery method, return receipt requested, to  
19 the latest address of record with the Company. If thereafter, within the period established in Section 16(g) below, any such  
20 employee is able to establish that their failure to reply sooner was due to no fault on their part, their seniority shall be  
21 reinstated (or recall rights reestablished) and they shall thereafter be considered for recall as openings occur.

22 (g) If the employee is laid off for a period longer than the years of seniority they have had accumulated at the time they  
23 were laid off (a partial year shall count as a full year) except that such period shall not be less than two (2) years or more  
24 than five (5) years. (The provisions of this Section 16(g) shall not apply to an employee on layoff as long as they are the  
25 most senior employee on layoff from a classification where a less senior employee is retained in accordance with Section  
26 15 hereof.

27 (h) If the employee retires or is retired.

28 (i) If the employee fails to report for work within three (3) working days after the expiration of their formal leave, including  
29 the date they were due to return, unless they present satisfactory proof that it was not possible for them to have returned  
30 to work or obtained an extension before the end of the three (3) day period (An employee who has been on a formal medical  
31 leave of absence for a period of sixty (60) days or more will be sent a notice by registered or certified mail, or other overnight  
32 delivery method, return receipt requested. If the Company has not heard from the employee at the end of the three (3)  
33 working day period after the expiration of a formal leave their seniority will be broken and they will be terminated as a  
34 resignation in accordance with this section.

35 (j) If the employee fails to report to work as scheduled following a vacation, unless an extension of their vacation is  
36 approved or they present satisfactory proof that it was not possible for them to have returned to work. The employee may  
37 request an extension of time in case of emergency by contacting their Supervisor before the date they are due to return. In  
38 requesting an extension, the employee must include the reason for their request and, if possible, the address where they  
39 can be contacted, if necessary, regarding the disposition of their request. The Company will, if possible, promptly notify the  
40 employee of the approval or disapproval of the request for an extension.

41 (k) If the employee has been on formal medical leave of absence for a maximum period provided in Article XII, Section  
42 5(b).

## 43 17. GENERAL PROVISIONS

44 (a) An employee, before exercising their seniority in accordance with the provisions of this Article, must have the  
45 necessary skills and experience required to perform the work involved; however, after being placed on the job such  
46 employee will be permitted a reasonable period of familiarization with normal guidance. Except as provided in Section  
47 17(c) hereof, an employee will not be given training to qualify for a job to which they might otherwise be entitled in  
48 accordance with the provisions of this Article.

49 (b) If an employee is exercising their seniority to remain at work in accordance with the provisions of Section 4(b) and  
50 4(c) hereof and the Company questions their ability to perform the work of the least senior employee in a classification to  
51 which they otherwise have a seniority right or if they are unable to perform the work of such least senior employee because  
52 of physical restrictions, they will be given an opportunity to displace the least senior employee in the same classification,  
53 whose job they can perform, provided they has more seniority than such employee.

54 (c) If, after applying the provisions of Section 17(b) above, the Company questions the ability of an employee who is  
55 exercising their seniority to remain at work in accordance with the provisions of Section 4 hereof to perform the work of a  
56 classification to which they otherwise have a seniority right, the following provisions will be invoked:

57 (1) The employee will be shown the nature of the work involved and if they agree that they cannot perform the work,  
58 the provisions of Section 4(c)(1) shall apply.

59 (2) If, after complying with Section 17(c)(1) above, the employee indicates that they believe they do have the ability  
60 to perform the work, they will be transferred to the classification to which they have a seniority right and provided normal  
61 guidance, instruction and familiarization, in the application of the skills and experience they already possess for a reasonable  
62 trial period not to exceed thirty (30) calendar days. Such guidance, instruction and familiarization will be provided by a team  
63

1 leader rather than a co-worker if there is a team leader in the group who is available and qualified.

2 (3) If the employee demonstrates the ability to perform or a reasonable expectation that he will soon acquire such  
3 ability to perform the work involved during the trial period, they will remain in the classification.

4 (4) If, during the trial period the Company determines that the employee cannot perform the work involved and at the  
5 time of the next seniority movement they would

6 (i) be laid off without option, they may be laid off when determination is made;

7 (5) If Section 17(c)(4) above is invoked and another less senior employee could have exercised a seniority right to  
8 the classification except for the application of Section 17(c)(2) above, such less senior employee will be upgraded or recalled  
9 and processed in accordance with this Section 17(c) if the Company questions their ability to perform the work of the  
10 classification.

11 (6) The provisions of Section 17(c)(2) and (4) above may be invoked if, within five (5) working days after their transfer  
12 to a classification to which they have a seniority right, the Company questions an employee's ability to perform the work of  
13 such classification.

14 (d) An employee who lacks the certifications necessary to remain at work in their highest classification will be afforded  
15 the normal amount of time necessary to obtain such certifications. The provisions of Section 17(b) above shall apply to an  
16 employee exercising their seniority to remain at work in accordance with the provisions of Section 4(b), and 4(c), hereof,  
17 who lacks the required certifications. If because of their lack of the required certification, there is no job which they are able  
18 to perform in a classification to which they have a right under the provisions of Section 4(b), and 4(c), hereof, they will be  
19 afforded the allotted time to obtain the required certifications in accordance with their seniority and the table set forth below:  
20

<b>Employee Seniority</b>	<b>Maximum Certification Hours Allowed</b>
Less than 84 days	0 hours
84 days to 1 year	16 hours
1 to 3 years	32 hours
3 to 5 years	48 hours
5 to 10 years	64 hours
10 years and over	80 hours

21 Should certification requirements exceed the eighty (80) maximum hours allowed, the parties may mutually agree to  
22 extend the maximum hours allowed

23 (e) An employee who requires certification(s)/recertification(s) other than to remain at work in their highest  
24 classification., will be given the opportunity, no more than two (2) times within a reasonable period, to successfully obtain  
25 such certifications/re-certifications.

26 (f) In the event an employee is determined by the Company physician to be incapable of performing the work of their  
27 job classification for a period in excess of thirty (30) days, they will be reclassified or recalled to a job which they have the  
28 ability to perform and to which they may be entitled under the provisions of Sections 4, 7 and 17(b) hereof (or by mutual  
29 agreement between the Labor Relations Representative and the Wage/Seniority Coordinator, they will be given an  
30 opportunity to fill a vacancy which they have the ability to perform without danger of aggravating any existing physical or  
31 mental disability and without danger of protracting the period of their disability in a classification from which other employees  
32 are on downgrade or layoff. If the employee is thereafter determined by the Company physician to be capable of performing  
33 the work of their former classification, they shall be returned to such classification provided their seniority is sufficient to  
34 entitle them to it.

35 (g) Under unusual circumstances and after full discussion of the problem, exceptions to the provisions of this Article  
36 may be made by mutual agreement by Labor Relations and the President of the Local Union or their designated  
37 representatives.  
38

#### 39 18. EI TEAM LEAD SENIORITY

40 The position of E.I. Team Leader is considered a "status" and as such there will be no special seniority consideration  
41 for those selected.  
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**ARTICLE XII  
LEAVES OF ABSENCE**

**1. LEAVE OF ABSENCE AND COBRA ADMINISTRATION**

Time away from work for Leave of Absence (LOA's) shall be administered in accordance with the applicable Company Leave of Absence Policy Handbook. Company policy or practices will include benefit continuation periods (including benefit continuation periods for Layoff, Termination and Retirement), any required payments or COBRA eligibility, as may be subject to change on an enterprise wide or regional basis. No Leave of Absence will be granted to exceed 30 months.

- a) Where regulations allow, any city, state, or federal leave that an employee is eligible for will run concurrent with eligible Boeing leaves.
- b) Benefit payments received for any eligible Boeing leave will be offset by the amount of benefits paid by a city, state, or federal leave where regulations allow.
- c) If an employee elects not to take an available Boeing leave but applies for the corresponding city, state or federal leave, the employee will not be able to supplement the leave with available vacation or sick leave unless required by regulations.

**2. UNION FORMAL LEAVES OF ABSENCE**

An employee's election or appointment to conduct Union business shall be considered good and sufficient reason for obtaining a formal leave of absence. Such employee shall be given, upon written request from the Regional Director of the International Union or from the President of the Local Union to the Labor Relations Representative, a formal leave of absence not to exceed a period of one year, which shall be extended yearly thereafter upon request.

**GENERAL PROVISIONS**

- 3. An employee who is granted a formal leave of absence will be required to check out through the tool crib and return their identification card.
- 4. Employees with seniority will accumulate seniority during such leaves of absence as are outlined above.
- 5. Each returned employee shall be returned to their former job classification with no reduction in pay provided they are entitled to said job in accordance with the provisions governing seniority and provided further that said employee is capable of performing the work of their former job. In the event that said employee's former job has been eliminated, the provisions governing seniority in Article XI shall automatically apply to said employee.

**ARTICLE XIII****SAFETY**

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2  
3 1. The Company recognizes its obligation to provide a safe and healthful working environment for employees. The  
4 Company agrees to abide by and maintain in its plants and facilities standards of sanitation, safety and health in accordance  
5 with the Federal, State, County and City laws and regulations.  
6

7 2. The Company recognizes a Union Health and Safety Representative for the Business Unit. The Union Health and  
8 Safety Representative is assigned on a part-time basis, reports to the Bargaining Unit Chairperson and receives direction  
9 and assignments based on feedback from the UAW membership. The International Union, upon the recommendation of  
10 the Local Union, appoints Health and Safety Representatives and alternates. The Union Health and Safety Representative  
11 will function as needed to carry out his or her roles and responsibilities outlined in this article.  
12

13 3. The UAW Health and Safety Representative will work closely with the facility Health and Safety staff. This  
14 representative shall be paid at his/her regular rate of pay for such time as may be necessary to carry out health and safety  
15 duties. The Alternate Health and Safety Representative will function in the absence of the Health and Safety Representative  
16 and will be included in annual training. This representative will serve as a focal point for the UAW on all matters of health  
17 and safety - and will as a minimum:

18 (a) Meet not less than monthly with the Safety and Environmental Health organization to discuss the overall health and  
19 safety program, in addition to the normal day to day working relationship.

20 (b) Participate in regulatory audits, appeals and walk-throughs, including those conducted by the International Union  
21 upon proper notification.

22 (c) Be promptly informed of Safety and Environmental Health plant surveys and accident investigations and will be  
23 allowed to participate.

24 (d) Consult with any worker about health and safety concerns.

25 (e) Has access to information such as: OSHA 300 Log, OSHA Form 101 or equivalent, accident report forms, industrial  
26 hygiene monitoring and chemical exposure data, Material Safety Data Sheets, accident reports, trend data on work related  
27 accidents, injuries and illnesses. This information will be provided in a reasonable time period.

28 (f) Review layout changes that may affect health and safety, machine modifications, and new equipment and  
29 machinery to ensure that appropriate health and safety considerations have been addressed.

30 (g) Conduct regular inspections, documenting deficiencies and following up on corrective action.

31 (h) Provide input in developing and evaluating programs such as Fall Prevention, Noise Abatement, Ergonomics, Toxic  
32 Material Reduction, Preventive Maintenance, Lockout, Powered Industrial Vehicle safety, etc.

33 (i) Review new standards and regulations and recommend appropriate changes in the work environment and plant  
34 procedures.

35 (j) Monitor compliance with government standards.

36 (k) Take an active role in reviewing, recommending and presenting local safety education and information programs  
37 and employee job-related safety training (e.g., hazard communication, lockout, confined space, new employee orientation,  
38 apprentice safety, etc.)

39 (l) Investigate worker concerns, accidents, injuries and near misses and meet with appropriate management for  
40 resolution and necessary follow-up.

41 (m) Meet quarterly with the Site Manager and Bargaining Unit Chairperson regarding the health and safety program.  
42

43 4. The Company will establish a comprehensive ergonomics program. The program will include:

44 (a) On-going systematic analysis of injury and illness records (Workers' Compensation claims, OSHA recordables,  
45 medical visits, Sickness and Accident records.

46 (b) Utilization of early warning surveillance tools, such as symptom questionnaires.

47 (c) Job analysis to identify high risk jobs.

48 (d) Application of engineering controls to eliminate or reduce risk.

49 (e) Worker involvement in the identification of hazards and selection of control methods.

50 (f) Training for engineers, workers and supervision.

51 (g) Establishment of engineering design criteria.

52 (h) Active involvement of the medical department in the identification of problems, medical evaluation, treatment,  
53 rehabilitation, record keeping and job placement of restricted workers.  
54

55 5. The parties recognize that knowledge of health and safety hazards, good communication and prompt corrective action  
56 are fundamental to the success of this program. Managers and union committeepersons will be trained in health and safety  
57 and problem solving methods. Training resources may be provided and/or recommended by the National Safety Working  
58 Group. Further, the Company will encourage employees to communicate concerns to their management who have both  
59 the authority and responsibility to implement changes.

60 The Union Health and Safety Representative will notify Line Management and Health and Safety of discrepancies and  
61 hazards found. The Representative has authority to immediately recommend to both first Line Management and Health  
62 and Safety that operations be shutdown in the event of imminent danger to employees.

1 Employees will have the right to discuss health and safety issues with their Supervisor and may request the assistance  
2 of the Union Health and Safety Representative. If the issue cannot be resolved with the supervisor, the Representative will  
3 discuss the issue with Safety and Health Department and, if necessary, the Site Manager. Unresolved complaints or  
4 grievances concerning matters covered by this Article may be processed through Article V but shall not be subject to  
5 Arbitration. The Health and Safety Representative will participate in the grievance procedure when appropriate.  
6

7 6. The Company will provide the Union with additional, appropriate Health and Safety information on request. The  
8 Company agrees to notify the Bargaining Committee Chairperson of incidents such as serious injuries, hazardous chemical  
9 spills and fires. This shall include, but not be limited to all OSHA 300 log recordable cases. In addition, on request,  
10 International Union representatives will be permitted to visit Company plants in connection with specific health and safety  
11 problems.  
12

13 7. The Company will provide all employees:

14 (a) The right to refuse work which he/she reasonably believes involves a substantial probability that serious physical  
15 harm may occur. Upon receiving the employee's complaint, the Health and Safety staff and UAW Health and Safety  
16 Representative will investigate and recommend any needed improvements. In the interim, the concerned employee shall  
17 be assigned to other available work if required. The employee shall accept such temporary assignment at his/her normal  
18 rate of pay. When the work operation is determined by the Health and Safety staff and the Union Health and Safety  
19 Representative to be safe, the employee will return to the job. Continuing disputes may be processed through Article V of  
20 this Agreement, and/or OSHA.

21 (b) Prompt access to their medical and related exposure records.

22 (c) Proper Access to adequate medical and/or nurse services for all shifts, including emergency medical treatment and  
23 regular surveillance exams.

24 (d) Education and training sufficient to familiarize employees with the potential hazards associated with their jobs.

25 (e) Monthly meetings during which safety awareness and training will be emphasized and documented. This safety  
26 meeting will be in addition to regularly scheduled safety, health and environmental training classes.

27 (f) Protection from harmful materials be reducing exposure to the lowest feasible level. American Conference of  
28 Governmental Industrial Hygienists (ACGIH) Threshold Limit Values (TLVs), National Institute of Occupational Safety and  
29 Health (NIOSH) Recommended Exposure Limits (RELs), and other recommendations will be used as guidelines.

30 (g) A variety of choices when selecting personal protective equipment.

31 (h) A commitment to implementing hazard control by elimination, substitution, or engineering controls, in lieu of personal  
32 protective devices, whenever possible.  
33

34 8. The Company is committed to the implementation of a Sub-contractor Safety Program. The program includes pre-  
35 qualification, periodic site inspections and written statements confirming proper training and enforcement. Sub-contractors  
36 that repeatedly violate guidelines will be removed from plant property and ineligible to bid on future projects. In order to be  
37 considered for future projects, the sub-contractor will certify in writing that deficiencies have been corrected and will fully  
38 comply with all company requirements, as mandated by service provider agreements implemented as part of the Company  
39 procurement process.

**ARTICLE XIV**

**ILLNESS AND HEALTH**

1  
2  
3 1. When the Company, after medical examination, places restrictions or conditions upon the physical activity in which an  
4 employee may engage while at work, it shall deliver a copy of the Company form specifying such conditions and restrictions  
5 to such employee.

6  
7 2. Should the Company's authorized physician decide that an employee is not capable of performing his job because of  
8 his current medical condition and should a dispute arise between the Company's physician and the employee's personal  
9 physician, as indicated in writing, as to the former's diagnosis or prognosis and/or necessity for or extent of medical  
10 restriction(s), the Chairperson of the Bargaining Committee shall present the issue to the Employee Relations  
11 Representative, or his designated representative.

12  
13 3. If the problem is not resolved by the Chairperson of the Bargaining Committee and the Employee Relations  
14 Representative, and the physicians do not reach agreement upon the diagnosis and appropriate restrictions through  
15 exchange of information and discussion, the parties will meet and when appropriate, have the employee be examined by a  
16 mutually agreed upon independent physician or clinic. Such meeting shall occur within ten (10) days of the date of the  
17 meeting provided in Section 2 above unless extended by mutual agreement.

18  
19 4. Prior to the examination, the Company's physician and the employee's personal physician will be requested to provide  
20 such independent physician or clinic with applicable x-rays, laboratory test reports and reports of physical examinations,  
21 etc. The examination will be conducted in a timely manner whether or not such reports are provided. The parties will hold  
22 the findings of such physician or clinic as valid and controlling.

23  
24 5. Should the parties have difficulty selecting a mutually agreed upon physician, the applicable county medical association  
25 shall be asked to suggest a list of five (5) physicians. If the parties cannot reach agreement on which of the five  
26 (5) physicians to select, each party may strike the names of two from the list, and the remaining candidate will be utilized.

27  
28 6. If the diagnosis of the Company's physician, which is the basis of the medical restriction, is determined to be incorrect,  
29 the Chairperson of the Bargaining Committee and the Employee Relations Representative will meet to mutually agree upon  
30 what, if any, compensation for lost wages is due the employee. Should they fail to meet mutual agreement, a problem may  
31 be initiated under the provisions of Article V.

## ARTICLE XV

## MILITARY SERVICE

## 1. ACTIVE DUTY IN ARMED FORCES FOR TRAINING AND SERVICE

(a) Any employee, subject to the terms of this Agreement, who enlists in or is inducted or is called into active duty in the Armed Forces of the United States, under the provisions of applicable law, shall, upon the satisfactory completion of said period of active service, be restored by the Company to the position to which he is entitled in accordance with the provisions of applicable law and this Agreement, subject to the provisions of Section (b) and (c) below.

(b) The period in which such employee must make application to the Company for reinstatement, after satisfactory completion of service, shall be as provided in applicable law.

(c) The period of time which an employee may spend in the Armed Forces of the United States and retain his right to reinstatement shall not exceed that provided for in any applicable law entitling him to such reinstatement.

(d) Any employee subject to the terms of this Agreement who terminates his active employment with the Company to enter the Armed Forces of the United States to perform active duty for training and service shall be entitled to prorated vacation and sick leave allowance in accordance with the provisions of Article XVIII, Section 6.

(e) Any employee, subject to the terms of this Agreement, who has completed at least one year of continuous service since his most recent date of hire and who terminates his active employment with the Company to enter the Armed Forces of the United States to perform active duty for training and service shall be entitled to a sum equal to eighty (80) hours of pay at the straight-time rate he was receiving at the time he entered such active duty, provided he entered upon such active duty within sixty (60) days of leaving active employment with the Company.

## 2. TRAINING DUTY BY TRAINING DUTY RESERVISTS

(a) Employees in any of the reserve services of the United States Armed Forces ordered to perform training duty of short duration as Training Duty Reservists shall be granted leaves of absence for all the time necessary to fulfill their required duties and obligations to such reserve service.

(b) Employees in any of the reserve services of the United States Armed Forces who:

(1) Are required to perform temporary short-term active duty of ninety (90) days or less, including annual active duty for training as a member of the United States Armed Forces Reserve, National Guard, or for Training Duty Enlistment period under the Armed Forces Reserve Act;

(2) Prior to performing such active duty, have completed more than one year of continuous service since their most recent date of hire;

(3) Within sixty (60) days after completion of such service, present a properly executed certification, satisfactory to the Company, of such active duty service shall receive a payment of his straight time pay which would have otherwise been paid by the Company during the first ten (10) working days of such period, including holidays, or portion thereof of each Company fiscal year, that the employee is called to such duty, less military pay earned during the fourteen (14) calendar days starting with the first day of such service.



**WAGES**

1 (a) The job titles, job codes, and job rates incorporated in Exhibit B and the job descriptions and Glossary of Terms for  
2 all job classifications within the area units are made a part of this Agreement and shall not be changed during the life of this  
3 Agreement; provided, however that the Company may place into effect job descriptions and job rates for new or revised  
4 jobs in accordance with the provisions of Section 2 of this Article.  
5  
6

7 (b) The job rates for each classification referred to in Section 1(a) above will become effective May 15, 2020 for all  
8 employees on the active payroll of the Company and in the bargaining unit on that date.

9 (1) Each employee's Cost of Living Allowance (COLA) in effect upon ratification will be folded into (made a part of) each  
10 affected employee's pure base rate effective the first beginning of a pay period upon ratification. The current \$2.12 will be  
11 added to all rate range Maximums effective the first beginning of a pay period upon ratification.

12 (2) Effective May 15, 2020, employee's pure base rate will be increased by a two and a half (2.5%) percent GWI, rounded  
13 to the nearest whole cent. Any employee hired between May 15, 2020 and the contract ratification date will receive the  
14 GWI effective retroactive to their date of hire.

15 (3) Effective May 14, 2021, employees pure base rate will be increased by a three (3%)- percent GWI rounded to the nearest  
16 whole cent.

17 (4) Effective May 13, 2022, employee's pure base rate will be increased by two and a half (2.5%) percent, rounded to the  
18 nearest whole cent.

19 (5)- Effective May 12, 2023, employee's pure base rate will be increased by a three (3%) percent GWI, rounded to the  
20 nearest whole cent.

21 (6) Effective May 10, 2024, employee's pure base rate will be increased by three (3.0%) percent, rounded to the nearest  
22 whole cent.

**CURRENT**

Labor Grade	Min Rates 2020 - 2025	Max Rates Effective Upon Ratification	Max Rate May 14, 2021 (3% GWI)	Max Rate May 13, 2022 (2.5% GWI)	Max Rate May 12, 2023 (3% GWI)	Max Rate May 10, 2024 (3% GWI)
8	\$19.50	\$33.15	\$34.14	\$34.99	\$36.04	\$37.12
10	\$21.00	\$38.74	\$39.90	\$40.90	\$42.13	\$43.39
11	\$22.00	\$38.96	\$40.13	\$41.13	\$42.36	\$43.63
15	\$23.00	\$40.47	\$41.68	\$42.72	\$44.00	\$45.32
17	\$25.00	\$41.43	\$42.67	\$43.74	\$45.05	\$46.40
18	\$27.00	\$41.79	\$43.04	\$44.12	\$45.44	\$46.80
19	\$30.00	\$42.92	\$44.21	\$45.32	\$46.68	\$48.08
20	\$33.00	\$45.17	\$46.53	\$47.69	\$49.12	\$50.59

**FUTURE**

Labor Grade	Min Rates 2020 - 2025	Max Rates Effective Upon Ratification	Max Rate May 14, 2021 (3% GWI)	Max Rate May 13, 2022 (2.5% GWI)	Max Rate May 12, 2023 (3% GWI)	Max Rate May 10, 2024 (3% GWI)
8	\$19.50	\$28.73	\$29.59	\$30.33	\$31.24	\$32.18
10	\$21.00	\$33.19	\$34.19	\$35.04	\$36.09	\$37.17
11	\$22.00	\$33.36	\$34.36	\$35.22	\$36.28	\$37.37
15	\$23.00	\$34.57	\$35.61	\$36.50	\$37.60	\$38.73
17	\$25.00	\$35.33	\$36.39	\$37.30	\$38.42	\$39.57

## (Manufacturing Planning and Tool Design Unit)

Labor Grade	Min Rates 2020 - 2025	Max Rates Effective Upon Ratification	Max Rate May 14, 2021 (3% GWI)	Max Rate May 13, 2022 (2.5% GWI)	Max Rate May 12, 2023 (3% GWI)	Max Rate May 10, 2024 (3% GWI)
2	\$30.00	\$44.06	\$45.38	\$46.51	\$47.91	\$49.35

**FUTURE HIRES**

The base rate ranges in the Future Hire Wage Structure for labor grades 17 and below, will apply to employees entering the bargaining unit with a union seniority date on or after May 15, 2020.

## (c) Job Classification Changes

1. When work operations involving new or substantially changed requirements are established after the effective date of this Agreement and such requirements are not adequately or specifically described in an existing job description, the Company may prepare and develop such new classification, new or revised job description, rates of pay and, place them into effect and notify the Chairperson of the Bargaining Committee, the Local Union president and Regional Office.

(a) If thirty (30) days after receipt of such notification of the establishment of the job classification, new or revised job description, and rates of pay, the Union has not requested negotiations on the rates of pay, they will become permanent.

(b) If, however, the Union requests that the rates of pay of the new job classification be subject to negotiations, such rates will remain in effect but designated as temporary until agreement is reached between the parties. Such negotiations should begin without undue delay at a mutually agreed upon date. While negotiating on the rates of pay, the parties may discuss the job descriptions and changes may be made by mutual agreement. If the rates of pay for the job are changed as a result of negotiations, such change will be retroactive to the date of installation by the Company.

(c) In the event that the parties are unable to reach agreement on the rates of pay, such dispute may be submitted to Arbitration in accordance with the provisions of Section 2(e) below. However, the job descriptions shall not be subject to Arbitration.

(d) The authority of the Arbitrator shall be limited to a determination of into which of the existing labor grades the new or revised classification shall be placed. The matter shall be submitted to the Arbitrator by the Union in accordance with the procedures of Article VI, Section 3, within twenty-one (21) days after the Union has notified the Company that the negotiations specified in Section 2(c) above have not successfully resolved the matter.

1 (e) If the Arbitrator designates rates of pay other than those designated by the Company, such change shall be  
2 consistent with existing wage schedules and may be retroactive to the date of installation by the Company.

3 (f) In the event the Union contends the Company has violated the Agreement under either condition; (1) on the ground  
4 that a new or revised job, established by the Company pursuant to Section 2(a) above, is not necessary because the job  
5 requirements are adequately or specifically described in an existing job description or (2) on the ground that new or  
6 substantially changed requirements are not adequately or specifically described in an existing job description and the  
7 Company has failed to prepare a new or revised job description, the Wage/Seniority Coordinator, may, within thirty (30) days  
8 of receipt of notification of the establishment of the new job classification, in the case of subsection 2(g)(1) above, or within  
9 thirty (30) days after requesting the Company in writing to establish a new or revised job classification, in the case of this  
10 subsection 2(g)(2) may raise the problem in accordance with the provisions of Article V, Section 10. The Chairperson of the  
11 Bargaining Committee may submit a grievance to the Labor Relations Representative within the time and in the manner  
12 provided in Article V. The grievance shall, at the same time, be referred to the Regional Office of the Union by the  
13 Chairperson of the Bargaining Committee and to the Company Contract Administrator, by the Labor Relations  
14 Representative.

15 (g) Within thirty (30) days from the date of receipt of such grievance by the Labor Relations Representative, unless  
16 extended in writing by mutual agreement, the Committee provided in Section 6 hereof, shall meet and attempt to resolve  
17 the grievance. If no agreement is reached, the Union may appeal the grievance to Arbitration, in accordance with the  
18 procedures of Article V, Section 16, within twenty-one (21) days after such meeting of the Committee.

19 3. (a) Where work assignments involving new operations are not adequately or specifically described in an existing job  
20 description and until the Company has established a new job description in accordance with Section 2(a) hereof, such work  
21 assignments shall be appraised and accordingly classified as belonging to the most appropriate existing job description, or  
22 in the event there is no appropriate existing job description, the Company may install a new job title and rate range, by  
23 giving due consideration to the nature of the work as well as the level of difficulty. The Company shall establish a new job  
24 description for such new work operations within four (4) months unless such period is extended by mutual agreement of the  
25 parties.

26 (b) The Company shall notify the Chairperson of the Bargaining Committee, the Local Union and the Regional Union  
27 Office of the departments in which the new operations, referred to in Section 3(a) above, are being performed and the  
28 names and the classifications of the personnel assigned. The four- (4) month period in Section 3(a) above shall commence  
29 as of the date of such notification.

30 (c) In the event additional employees are assigned to the work operations referred to in Section 3. (a) above,  
31 subsequent to the original staffing by the Company, such openings will be filled in accordance with the provisions of Article  
32 XI, Section 8.

33 4. (a) The Company and the Union agree that all employees shall be properly classified in accordance with the work they  
34 are actually performing and the job descriptions. Upon his request, the employee may review the job description for his  
35 classification. Classification codes in the Current Structure end in "A", or "3". All of the Future Hires Structure classification  
36 codes end in "B".

37 All reasonable and practical steps will be taken to provide supervision with job descriptions, to the extent necessary to  
38 fulfill this provision, so that such employee requests will not be unnecessarily delayed.

39 (b) Any change in an employee's classification will be effective not later than the first day of the second pay period  
40 following the date the employee signs the change of status notice when such signature is required.

41 5. Job descriptions are used for the purpose of distinguishing one job classification from another, as clearly and definitively  
42 as possible, in order that employees may be properly classified in accordance with the provisions of Sections 4 and 8 hereof.  
43 Therefore, to give effect to this, job descriptions will be applied in accordance with the following:

44 (a) Inasmuch as job descriptions can only be definitive and illustrative of the job requirements as established, the job  
45 description shall be interpreted and applied in its entirety as a composite picture of the job requirements. An employee shall  
46 not be required to perform all of the work operations described in a job description in order to be eligible for classification  
47 there under. An employee shall not be eligible for classification under a job description by reason of performing isolated or  
48 singular duties that are incidental to their job but which are described in another job description.

1 (b) An employee must regularly and consistently perform work operations which are an integral part of and  
2 representative of their normal assignments and the requirements of the classification as the latter are determined in  
3 accordance with Section 2 and other subsections herein.

4 (c) An employee normally performs some of the work of higher rated jobs and some of the work of lower rated jobs  
5 when required. The normal duties of an employee may include some of the work of related jobs in the same labor grade  
6 when required. The normal duties of an employee may include assistance to others.

7 (d) An employee is required to perform the work operations and duties described in or appraised as being covered by  
8 a job description under that degree or amount of guidance or instruction which is considered usual and normal in order to  
9 qualify for classification there under.

10 (e) When a work operation or function is described in the same manner in more than one grade of an occupation or in  
11 different occupations, such work operation or function shall be considered and classified after a manner defined in  
12 paragraphs (a) and (f) and supplemented by other paragraphs of this Section 5. Such work operations and functions, when  
13 described in the same manner in more than one grade of an occupation or more than one occupation, are not distinguishing  
14 elements or determinants of level of difficulty as between those grades of the occupation or those different occupations but  
15 are only stated for descriptive purposes or because they are such an integral and necessary part of the job that their  
16 omission would be undesirable from the standpoint of completeness.

17 (f) Job classification titles are assigned for identification purposes only. Occupational summaries in a job description  
18 are included solely for the purpose of distinguishing one occupation from another, and neither the job title nor occupational  
19 summary shall be considered a basis for classification or application of the job description.

20 (g) A job description shall not be construed so as to restrict in any manner the rights of the Company to assign work to  
21 employees or to grant or concede an employee or group of employees any right to refuse to perform assigned work for the  
22 reason that such work is not described specifically in the job description of their job classification or is described in another  
23 job description. Further, whenever a job description defines the operation to be performed or the machine to be operated in  
24 the singular number, the use of the singular number shall not be interpreted as limiting or restricting the description to call  
25 for the performance of a single operation or the operation of a single machine, nor shall the use of the singular number be  
26 construed to affirm that the rates of pay are based upon the performance of a single operation or the operation of a single  
27 machine.

28 6. (a) The parties, recognizing the desirability of clear, explicit and accurate job descriptions and their proper application,  
29 the necessity for and the mutual benefits resulting from proper classification of employees into new, revised or existing job  
30 classifications and the necessity for proper resolution of related disagreements, hereby agree to establish a committee of  
31 three (3) members representing each party who shall meet as needed , and whose functions shall be:

32 (1) To review the adequacy and applicability of job descriptions;

33 (2) To resolve disputes arising under Article XVI, Section 7(b);

34 (3) To review the parties application of the decision of the National Labor Relations Board Case No. 21-UC-10 and  
35 resolve problems resulting there from; and

36 (4) To negotiate new or revised job classifications established in accordance with the provisions of Article XVI,  
37 Section 2(a).

38 (b) If the representatives of the parties referred to in Section 6(a) above are not able to reach mutual agreement with  
39 respect to any disagreement or dispute arising under Section 6(a)(1), (2) or (3) above, either may appeal any unresolved  
40 issue or issues to the Vice President-Labor Relations , for the Company and the Director of the Aerospace Department, for  
41 the Union, by notifying them in writing of the unresolved issue or issues appealed within thirty (30) days after the most recent  
42 meeting between such representatives.

43 7. (a) It shall be the sole and exclusive right of the Company to make all work assignments subject to any prohibitions  
44 contained in the provisions of this Agreement.

45 (b) Statement of Intent:

1 (1) The Company recognizes the Union as the exclusive bargaining representative of those production and  
2 maintenance employees referred to in Article I hereof. The Company further recognizes that one of the Union's legitimate  
3 functions is to safeguard through the processes of collective bargaining and by other legal means, maximum work  
4 opportunities for employees it represents.

5 (2) The Company agrees that it will not be its policy to assign production or maintenance work operations of a type  
6 or scope heretofore normally performed by employees represented by the Union to un-represented employees or to  
7 discontinue assignment of such work operations to employees represented by the Union solely because of improved  
8 technology or new methods of performing such work operations except

9 (i) By mutual agreement; or

10 (ii) Where the nature or type of such new work operations is such that its performance by other employees is  
11 directly related to their primary duties and only incidental or collateral to such duties or is more characteristic of such primary  
12 duties than it is of duties determinative of their classification normally performed by employees represented by the Union.

13 (3) The Union recognizes that, in the highly competitive industries in which the Company competes, it is necessary  
14 for the Company to design, develop and improve products, prospective products and production methods and processes  
15 as a prerequisite to successfully acquiring contracts or orders which provide work opportunities for production and  
16 maintenance employees. The Union further recognizes the necessity for having such work operations performed by  
17 professional or other excluded employees with the maximum flexibility of operation and freedom from limitations. The Union  
18 agrees that it will be its policy to cooperate fully with the Company in the latter's efforts in this respect and to explain this  
19 Statement of Intent to the employees it represents.

20 (4) Any questions or disputes concerning the substance, application or alleged departure from this Statement of  
21 Intent shall be handled by the normal grievance procedure through all the steps prior to arbitration.

22 (5) If the dispute remains unresolved, it may be appealed to the Director of the National Aerospace Department for  
23 the Union and to the Vice President, Labor Relations for the Company. Those individuals will meet as soon as schedules  
24 permit to attempt to resolve the issues. If they do not resolve the dispute, it may be appealed to mediation. At their meeting,  
25 the Union Director of the National Aerospace Department and the Company Vice President, Labor Relations will define the  
26 question or questions to be mediated. If the issue is not resolved by mediation, the mediator will provide an advisory opinion.  
27 Unresolved disputes involving clerical employees only, may be appealed to Arbitration without objection on the part of the  
28 Company. Additionally, on or after June 11, 1978, disputes which arise that allege that during the thirty (30) days prior to  
29 the date of filing, the Company did in fact discontinue assignment of specific work operations of a type or scope regularly  
30 performed by production and maintenance employees represented by the Union and concurrently reassigned the work  
31 operations to un represented Company employees, may be appealed to Arbitration without objection on the part of the  
32 Company. The Arbitrator will be limited in their authority to fact-finding as to whether or not this aforementioned  
33 reassignment did occur and/or was in violation of the spirit and intent of Section 7(b)(2)(ii) of this Article. If the Arbitrator  
34 finds that violation did occur, the Vice President, Labor Relations and the Director of the National Aerospace Department,  
35 shall agree on an appropriate remedy.

36 8. The parties agree that incumbent employees in those classifications which are eliminated, revised or are no longer  
37 appropriate because of the establishment of a new or revised classification as a result of this Agreement or in accordance  
38 with Section 2, will be reclassified in accordance with the provisions of Section 5 and this section.

39 (a) All such employees will be reclassified to such new or revised job classifications within fifteen (15) days of the date  
40 of establishment of such job classification. Such reclassification shall be made by the Company on the basis of a job-to-job  
41 conversion or on the basis of an individual job audit conducted by representatives of the Company and the Union of the  
42 work actually performed and the job descriptions.

43 (b) When a revised job classification is established which does not involve new operations, employees in a lower labor  
44 grade who have performed related work operations shall be reclassified to such job classification in accordance with the  
45 provisions of Article XI, Section 8.

46 (c) When a new job classification is established involving new operations, employees who have been normally  
47 performing the new operations during the thirty (30) day period, or a period mutually agreed to by the parties, prior to the  
48 date of the establishment of the new job classification shall be reclassified to such job classification.

1 (d) Employees who are reclassified to another classification within the rate range thereof in accordance with Section  
2 4(a) of this Article will be placed in the rate range of their new classification at the same point in cents per hour from the  
3 maximum as they would have held in their former classification on the effective date of reclassification. Progress to the  
4 maximum of the rate range in these instances will be in accordance with the provisions of Section 9(c) of this Article except  
5 that progression schedules shall not be interrupted in such cases of reclassification to job classifications within the same  
6 labor grade.

7 (e) No employee reclassified as a result of the provisions of this Section 8 shall thereby suffer a reduction in individual  
8 base rate, and such employees whose individual base rate is above the maximum of the rate range for the new or revised  
9 job classification shall receive applicable cost-of-living allowances, annual wage supplements and general wage increases.

10 (f) An employee who has been placed in an over-rate range position due to a change in the rate range of their  
11 classification, or the installation of a new or revised classification, will retain such over-rate position as long as he holds their  
12 classification without interruption.

13 (g) An employee who is subsequently promoted or is removed from their classification by the application of seniority  
14 and then is returned to their former classification, will regain their over-rate range position provided other employees in their  
15 classification enjoy such over-rate position.

16 (h) An employee in an over-rate position who is demoted from their classification for cause and subsequently is returned  
17 to their classification, will not be restored to their over-rate position.

18 (i) An employee who returns to a former classification from which they was promoted will be placed in the over-rate  
19 position they would have held had they remained in their classification provided other employees in that classification and  
20 in the division enjoy such over-rate position.

21 9. (a) An employee reclassified to a higher rated job classification, other than in accordance with the provisions of Article  
22 XVI, Section 8, shall receive an increase in the amount necessary to attain the minimum of the new rate range or at least  
23 thirty cents (30¢) per hour, whichever is greater. However, in no event shall any such increase result in an employee being  
24 placed at a rate in excess of the maximum of the rate range.

25 (b) An employee who is on layoff or at work on downgrade and who is recalled or as a result of a job bid, receives a  
26 transfer to a classification in the same or lower labor grade as the highest classification to which they have recall rights, will  
27 be placed at the maximum of the rate range of such classification or at the rate established by the relative position they held  
28 in their highest classification, whichever is lower.

29 (c) Employees shall be hired or transferred into a job classification at a rate within the rate range for the job classification.  
30 Every employee who is retained by the Company for a period of twenty-six (26) full weeks in a particular job classification  
31 at a rate under the maximum and who meets the knowledge and skill requirement mutually established by the Company  
32 and the Union shall have his wages increased at the rate of fifty cents (\$0.50) per hour at the end of each successive twenty-  
33 six (26) full weeks in that job classification until reaching the maximum of the rate range. However, in those cases where an  
34 employee is receiving fifty-five cents (55¢) an hour, or less than the maximum of the rate range for their job classification,  
35 their last twenty-six (26) week automatic progression increase will be to the maximum of the appropriate rate range. Time  
36 spent on leave of absence in excess of twenty-one (21) days in all job classifications shall be excluded in computing the  
37 twenty-six (26) full week period of employment. The 26-week automatic progression cycle will not be interrupted when an  
38 employee is placed on open transfer and reclassified to an equal or lower labor grade as a result of a workforce reduction  
39 and the exercising of the employee's seniority to remain at work. Nothing in this Agreement shall be construed to prevent  
40 the Company from advancing employees within their rate ranges more rapidly on the basis of merit or improvement in  
41 workmanship.

42 When an employee, who is on open transfer as above, is being reclassified to a classification having a lower rate range  
43 maximum, and the employee's rate is below the maximum of the new lower classification, the employee will be reclassified  
44 with no reduction in rate and automatic progression will not be interrupted. However, if such across-the-board rate placement  
45 is within fifteen cents (15 cents) or less from the maximum, the employee will be given such fifteen cents (15 cents) or lesser  
46 amount to the maximum of the rate range upon reclassification to the new lower classification.

47 An employee who is placed on layoff or downgrade, due to being placed on open transfer associated with a reduction  
48 of workforce, will retain the number of weeks accumulated toward such employee's next automatic progression increase  
49 and, upon being recalled from that downgrade or layoff to the same classification held immediately prior to that downgrade  
50 or layoff, will be credited with such retained weeks toward the next twenty-six (26) week automatic progression.

Effective the first beginning of a pay period after ratification, the following classifications will be upgraded. Employees will advance in their new rate range through Automatic Wage Progression.

Labor Grade Upgrade			
Job Code	Job Title	Old Labor Grade	New Labor Grade
3393	Machinist-Research Technician	18	19
412A	Checkout Mechanic Electronic System	12-18	20
415A	Checkout Mechanic & Inspector Mechanic Sy&E/E	12-19	20
409A	Checkout Mechanic Mechanical Systems	18	20
413A	Inspector – Assembly Electrical and Electronic	18	20

10. E.I. Team Leaders will be paid at a rate of \$1.00 per hour bonus above their base pay. Employees who lose the E.I. Team Leader status will be returned to the same relative position in the rate range of their classification at the time of their election, plus allowances for missed automatic progression steps.

11. The wages of each employee shall be subject to adjustment and readjustment in accordance with changes in the Cost-of-Living Allowance as defined and set forth in this section.

(a) The Cost-of-Living Allowance will be based upon the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, (1982-84=100) published by the Bureau of Labor Statistics, US Department of Labor and hereafter referred to as the BLS Consumer Price Index.

(b) The amount of Cost-of-Living adjustment shall be computed as follows: one cent (1¢) per hour for each 0.075% Change increase or decrease in the average (rounded to 3 decimals) of the BLS Consumer Price Index for a three month period from the peg point of 251.249 (which shall be the three month average for December 2019, January and February of 2020 of the 1982-84=100 Index).

(c) Continue COLA which is to include nineteen (19) adjustments.

Adjustment	Effective Date of Adjustment	Based on 0.075% Change in Three (3) Month Average * CPI-W 1982-84=100 Index for:
First	10-Jul-2020	March, April, and May 2020
Second	16-Oct-2020	June, July, and August 2020
Third	22-Jan-2021	September, October, and November 2020
Fourth	16-Apr-2021	December 2020, January and February 2021
Fifth	09-Jul-2021	March, April, and May 2021
Sixth	15-Oct-2021	June, July, and August 2021
Seventh	21-Jan-2022	September, October, and November 2021
Eighth	15-Apr-2022	December 2021, January and February 2022
Ninth	22-Jul-2022	March, April, and May 2022
Tenth	14-Oct-2022	June, July, and August 2022
Eleventh	20-Jan-2023	September, October, and November 2022
Twelfth	14-Apr-2023	December 2022, January and February 2023
Thirteenth	21-Jul-2023	March, April, and May 2023
Fourteenth	13-Oct-2023	June, July, and August 2023
Fifteenth	19-Jan-2024	September, October, and November 2023
Sixteenth	12 April 2024	December 2023, January, February 2024
Seventeenth	19 July 2024	March, April, May 2024
Eighteenth	11 October 2024	June, July, August 2024
Nineteenth (and last)	17 January 2025	September, October, November 2024

1  
2  
3 (d) Any employee hired on or after July 7, 1984 shall not receive any COLA until the Friday following completion of  
4 twelve (12) full months of employment after entry into the bargaining unit represented by the Union at which time such  
5 employee shall commence receiving the full amount of COLA float in effect at that time. Twelve (12) full months shall mean  
6 twelve (12) calendar months or fifty-two (52) weeks on the active Bargaining Unit payroll subsequent to date of most recent  
7 hire. Time spent on formal leaves of absence or temporary layoff, under the provisions of Article XI, Section 3, during that  
8 twelve- (12) month period shall not postpone or delay receipt of COLA by the employee(s). Such employee will also then  
9 be eligible to receive any future quarterly Cost-of-Living Adjustments effective after that date in accordance with this article.

10 (e) The amount of any Cost-of-Living Allowance in effect at the time shall be included in computing overtime pay,  
11 vacation and sick leave pay, bereavement pay, holiday pay, call-in pay and jury duty pay.

12 (f) In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes on or before the  
13 effective date of the adjustments set forth in Section 11(b) or (c) above, any adjustment in the Cost-of-Living Allowance  
14 required by such appropriate Indexes shall be effective at the beginning of the first pay period after receipt of the Indexes.

15 (g) No adjustments, retroactive or otherwise, shall be made due to any revision, which may later be made in the  
16 published figures for the BLS Consumer Price Index for any base month.

17  
18 (h) If the Bureau of Labor Statistics should change the form or the basis of calculating the BLS Consumer Price Index, the  
19 Company and the Union agree to meet to determine an appropriate index base and related COLA provisions. If agreement  
20 is not reached, the parties shall request the Bureau of Labor Statistics, to make available, for the remaining life of this  
21 Agreement, a monthly BLS Consumer Price Index in its present form and calculated on a comparable basis.

22  
23  
24 (i) Employees who are in automatic progression with a base rate of pay less than the rate range maximum will continue  
25 in auto progression, without interruption, until they reach the rate range maximum.

26  
27  
28 12. (a) The Company will furnish on a monthly basis to the Union, for each area unit separately as of the week ending  
29 closest to the fifteenth (15th) of each month, the following information:

- 30 (1) Number of employees
- 31 (2) Average weekly hours
- 32 (3) Average weekly earnings
- 33 (4) Average hourly gross earnings
- 34 (5) Average hourly straight-time earnings

35 (b) The Company will furnish annually to the Union, for each area unit separately, as of the week ending  
36 closest to the fifteenth (15th) of July, the following information:

- 37 (1) Number of employees in each classification and weighted average of each classification
- 38 (2) Population and weighted average by labor grade
- 39 (3) Weighted average base rate

40  
41 13. An employee downgraded pursuant to the provisions of Article XI, Section 4 will have their rate of pay reduced to the  
42 maximum of their new rate range or by ten cents (10¢) per hour whichever is less. This rate, if it is higher than the  
43 maximum rate of their new classification will continue in effect, provided the employee remains at work in the  
44 classification to which they were downgraded, for four (4) weeks following the effective date of the downgrade at which  
45 time the rate will be reduced to the maximum rate of his classification. Subsequent downgrades pursuant to Article XI,  
46 Section 4 will establish a new four- (4) week period of rate retention pursuant to this section.

47  
48 14. All transactions increasing or decreasing an individual's base rate as a result of the application of this Article, Article XI  
49 Seniority or Article XVII Hours and Special Pay Provisions, shall be effective on the first day of the next pay period  
50 following the effective date of such transaction, Article XVII.

51  
52 15. Severance Benefit for Involuntary Layoffs:

53 Any full-time Bargaining Unit Employee who is involuntarily laid off after the date of acceptance and ratification of this  
54 Agreement, and who is on the active payroll on the date of the layoff, or who is laid off from an approved leave of absence,  
55 shall be paid a lump sum severance payment. Such employees with less than three (3) full years of company service will  
56 be eligible for two (2) weeks of severance pay at the employee's rate of pay calculated at the time of layoff. Such employees  
57 with three (3) or more full years of company service will be eligible for an amount equal to one (1) week of pay, at the  
58 employee's rate of pay calculated at the time of layoff, for each full year of Company service, up to a maximum of thirteen  
59 (13) weeks of pay. Eligibility for this payment is contingent upon the Bargaining Unit Employee signing, and not  
60 subsequently revoking, a Release and Waiver Agreement as provided by the Company. Each severance payment is subject  
61 to withholding for all applicable local, state, and federal taxes, including FICA (Social Security and Medicare), and any other



1 legal orders or funds owed to the Company. Any Bargaining Unit Employee who terminates involuntarily, or who terminates  
2 voluntarily without approval, including an election of retirement, before being laid off, or who is offered and accepts, or who  
3 fails to accept, a transfer to another position within the bargaining unit without a pay reduction before being laid off, will not  
4 be entitled to receive any severance payment under this Agreement or the Release and Waiver Agreement. Payments  
5 received in accordance with this Agreement shall not be considered in determining any other pay-related benefits.  
6

7 If the employee elects to continue health plan coverage for themselves and their eligible dependents under COBRA,  
8 subsidized COBRA medical and dental coverage (at active rates) is offered for three months. After the subsidized period  
9 ends, the employee may remain on COBRA for the remaining COBRA continuation coverage period at a rate of 102% of  
10 the total cost of coverage.

## ARTICLE XVII

## HOURS AND SPECIAL PAY PROVISIONS

## 1. NORMAL SHIFT HOURS

(a) The normal workday for the 1st and 2nd shifts shall be eight (8) hours and the normal work week shall be forty (40) hours and shall be scheduled from Friday through Thursday (excluding Saturday and Sunday).

(b) The regular starting times of the three shifts will be as follows:

1st shift 5:00 a.m. through 7:00 a.m.

2nd shift 1:30 p.m. through 3:30 p.m.

3rd shift 10:00 p.m. through 12:00 a.m.

The Company may make changes in the starting times of shifts within the limits specified above provided that the Union is notified of such change one week in advance. Changes outside of the time above may be made only by mutual agreement between the Company and the Union.

## 2. SPECIAL HOURS AND EXTRA WORK

(a) Extra work in periods of overtime operations shall be equalized among the employees in the group engaged in similar work as far as practical. In accordance with the foregoing, supervision will establish and may reestablish overtime groups in the manner they deem appropriate to the work operation. When established or reestablished, the composition of the group will be reduced to writing; the employees involved and the appropriate Union representative will be notified. Supervision will, upon request, discuss the reason for the establishment of such overtime group with the appropriate Union representative.

(b) Employees required to work special hours or special shifts shall, whenever possible, be given twenty-four (24) hours notice in advance of the special or overtime work. In the event an employee has a justifiable reason for refusing assignment of such special or overtime hours he shall make his refusal and the reason known to his Supervisor at the time the Supervisor schedules the work and, in such instances, will not be disciplined. If an employee is not given such twenty-four (24) hour notice, when it was possible for the Company to do so, the working of such overtime shall be voluntary.

(c) The employee overtime record for each overtime group is by classification under a supervisor and will be openly displayed in the department (in the area rather than in the department at Edwards) in such a manner that the employees involved may check their standing.

(d) Overtime hours will be entered on the employee's overtime record on the basis of paid hours; overtime hours charged, but not worked, will be entered on the same basis as if worked; an hour worked at time and one-half will be recorded as one and one-half (1-1/2) hours and an hour worked at double time will be recorded as two (2) hours. Instructions regarding the maintenance and administration of the overtime record (Form 130-J-10) have been agreed to by the parties and is attached hereto as Exhibit D. The provisions of such instructions shall be applicable to employees represented by the Union for the term of this Agreement and in accordance with the provisions thereof.

(e) New hires, recalled employees, permanent transfers, promotions, upgrades, downgrades, displacements into a classification or employees otherwise added to an overtime group, are to be placed on the Employee Overtime Record, and shall be credited with having worked the average number of hours for the group.

(1) Average overtime hours established for each overtime group will be recorded for each employee on the appropriate Form 130-J-10.

(f) When it becomes necessary to augment an overtime group with employees outside the group the following procedure will govern the selection of such employees:

*First*—Employees from another overtime group in the same department, classification and shift and who are among those low on overtime within their own group, will be asked to work.

*Second*—In the event there are no employees available in the same classification and shift in the department in which the need arises, the selection shall be from some other department within the same classification and shift and shall be from among employees who are low on overtime within the group from which the employees are selected.

*Third*—In the event there are no employees available as described above, the selection shall be made from other classifications within the originating department on the same shift and shall be from among employees who are low on overtime within the group from which the employees are selected.

*Fourth*—In the event the above outlined sources are exhausted, the Company shall select from among other available employees.

In all cases, the selection will be predicated on the employee's ability to perform the work. Departmental moves, which are the responsibility of the maintenance departments, often require additional employees. Groups moving bargaining unit departments may be supplemented by bargaining unit employees in the department or departments being moved and the selection shall be from among employees who are low on overtime. The movement of non-bargaining unit departments may be supplemented from other bargaining unit employees who are low on overtime.

(g) In those instances when it becomes necessary for employees to be assigned overtime during any of the negotiated holidays or the weekends occurring in conjunction with such Monday or Friday holidays, supervision will solicit volunteers with the ability to perform the work from the overtime group, classification, and shift involved. Lacking a sufficient number of volunteers to meet the overtime requirements, supervision will assign overtime in accordance with the provisions of Article

ARTICLE XVII HOURS AND SPECIAL PAY PROVISIONS

XVII, Section 2, drawing from the overtime group involved. Still lacking sufficient employees, additionally required overtime will be assigned under provisions of Section 2(f) of Article XVII.

(h) It is understood by the parties that assigning overtime work as stated above does not constitute a violation regarding equalizing overtime as provided in Article XVII, 2(a).

(i) The scheduling of overtime for holidays and connected weekends by the use of volunteers will not apply to seven (7) day operations and/or rotating shifts.

In all cases, the selection will be predicated on the employee's ability to perform the work.

3. SHIFT DIFFERENTIAL

(a) Employees who work the second shift shall be paid seventy five cents (75¢) per hour bonus.

(b) Employees who work the third shift shall be paid fourteen cents (14¢) per hour bonus.

(c) Employees working six and one-half (6-1/2) hours on the third shift will receive eight (8) hours of pay. Overtime compensation of third shift employees regularly assigned to six and one-half (6 1/2) hour shifts shall be computed in accordance with the following formula:

$$\frac{1 \frac{1}{2} \times 8}{6 \frac{1}{2}} \text{ (hourly base rate + cost-of-living allowance + 14¢)}$$

(d) The overtime compensation of third shift employees regularly assigned to eight (8) hour shifts shall be computed in accordance with the following formula:

$$\frac{1 \frac{1}{2} \times \text{earned rate} + 8 \text{ (hourly base rate + cost-of-living allowance + 14¢)} + (1 - 1/2 \times \text{hourly base rate})}{8}$$

4. PREMIUM PAY

(a) Time and one-half will be paid for time worked over forty (40) straight-time hours per week.

(b) Time and one-half will be paid for time worked over eight (8) straight-time hours per day.

(c) Time and one-half will be paid for work on shifts starting on Saturday.

(d) Double time will be paid only for work on shifts starting on Sundays (except as provided in Section 4(f) below), double time plus eight (8) hours of holiday pay will be paid for work on shifts starting on the holidays specified in Section 7(a) of this Article.

(e) Should the holiday occur on Sunday, pay for work on that day shall not be more than double time.

(f) Hourly rated employees working on operations which are normally classified as seven (7) day operations will not be paid overtime for Saturday or Sunday work when the Saturday or Sunday is a working day of their scheduled week, unless such hours exceed eight (8) hours per day or shift or forty (40) straight-time hours per week. Such employees are to receive time and one-half for hours worked on shifts starting on their first regular day off and double time for hours worked on shifts starting on their second regular day off or on any of the designated holidays other than Sunday. The Company will continue its present practice with respect to the assignment of a minimum of employees to such shifts, except when additional employees are required as a result of changed circumstances, applicable laws or regulations (Federal, State or Local), insurance requirements or requests from the Department of Defense or any of its agencies.

(g) In calculating premium pay pursuant to this Section 4:

(1) A workday is a calendar day and a workweek is a seven (7) day period beginning with Friday;

(2) An employee beginning a shift on one day and working consecutive hours into the next day will be paid at the same rate as if all such consecutive hours worked were worked on the day such shift began; except that a first or third shift employee at work at midnight on a Friday, Saturday or the day before a holiday will be paid at the appropriate overtime rate for the workday in which he is actually working, beginning at midnight; and a second shift employee at work at midnight on a Friday, Saturday or the day before a holiday will be paid at the rate he was earning prior to midnight until the end of his normal work shift, after which time he will be paid at the appropriate overtime rate for the workday in which he is actually working, beginning with the end of his normal work shift

(h) Any employee assigned to perform work operations in flight in connection with test or acceptance operations shall receive flight pay for time in flight (wheels off to wheels on) at the rate of ten dollars (\$10) for the first hour or fraction thereof and five dollars (\$5) for each subsequent one-half hour or fraction thereof.

5. INCOMPLETE DAY'S WORK

(a) Any employee called to work or permitted to come to work without having been properly notified that there will be no work shall be given at least four (4) hours of work or, if no work is assigned, four (4) hours of Report Time pay except that, if work is unavailable as the result of causes beyond the control of the Company, the Company shall not be so obligated.

(b) An employee who is injured in the plant during the first eight (8) hours of his scheduled shift and is sent home because of such injuries shall receive his regular straight-time hourly rate for time actually worked and for the balance of

ARTICLE XVII HOURS AND SPECIAL PAY PROVISIONS

the first eight (8) hours of his scheduled shift. If the injury occurs after eight (8) hours have been worked, the employee will receive time and one-half for those hours worked in excess of eight (8) . If the injury occurs on a day on which the employee is entitled to overtime pay, such employee shall be paid for actual hours worked at the proper overtime rate or shall receive at least four (4) hours of pay. The Company will provide transportation to and from the hospital or medical facility as required when an employee is injured on the job.

6. LOST TIME

(a) A penalty of 1/10 of an hour will be given an employee who punches "IN" four to nine minutes late. For tardiness beyond nine minutes, the procedure of six-minute intervals will apply, i.e., ten to fifteen minutes, minus 2/10 of an hour, sixteen to twenty-one minutes 3/10 of an hour, twenty-two to twenty-seven minutes, 4/10 of an hour, etc. If an employee is not more than eighteen minutes tardy, this time will be deducted from his straight-time hours. If he is tardy in excess of eighteen minutes, he shall not receive overtime pay until he has worked a full eight hours. This same process will be used for employees who clock out early.

(b) An employee's failure to punch his timecard will be brought to his Supervisor's attention, in which case such employee will be required to prove he was at work during the time in question. When the employee has furnished the necessary proof, his timecard will be approved by his Supervisor.

7. HOLIDAYS

(a) Employees shall be compensated at their straight-time rate for eight (8) hours for the following holidays when not worked; provided that the employee shall receive such pay only if he does not fail to work on such day after receiving reasonable notice to do so. Twenty-four (24) hours of notice by posting on Company bulletin boards shall be considered reasonable notice.

2020 - 2025

<b>2020</b>	Memorial Day	Monday	May 25, 2020
	Independence Day	Friday	July 3, 2020
	Labor Day	Monday	September 7, 2020
	Thanksgiving Day	Thursday	November 26, 2020
	Friday following Thanksgiving	Friday	November 27, 2020
	Winter Break	Thursday	December 24, 2020
	Winter Break	Friday	December 25, 2020
	Winter Break	Monday	December 28, 2020
	Winter Break	Tuesday	December 29, 2020
	Winter Break	Wednesday	December 30, 2020
	Winter Break	Thursday	December 31, 2020
<b>2021</b>	New Year's Day	Friday	January 1, 2021
	Memorial Day	Monday	May 31, 2021
	Independence Day	Monday	July 5, 2021
	Labor Day	Monday	September 6, 2021
	Thanksgiving Day	Thursday	November 25, 2021
	Friday following Thanksgiving	Friday	November 26, 2021
	Winter Break	Friday	December 24, 2021
	Winter Break	Monday	December 27, 2021
	Winter Break	Tuesday	December 28, 2021
	Winter Break	Wednesday	December 29, 2021
	Winter Break	Thursday	December 30, 2021
	Winter Break	Friday	December 31, 2021
<b>2022</b>	New Year's Day	Monday	January 3, 2022

## ARTICLE XVII

## HOURS AND SPECIAL PAY PROVISIONS

	Memorial Day	Monday	May 30, 2022
	Independence Day	Monday	July 4, 2022
	Labor Day	Monday	September 5, 2022
	Thanksgiving Day	Thursday	November 24, 2022
	Friday following Thanksgiving	Friday	November 25, 2022
	Winter Break	Friday	December 23, 2022
	Winter Break	Monday	December 26, 2022
	Winter Break	Tuesday	December 27, 2022
	Winter Break	Wednesday	December 28, 2022
	Winter Break	Thursday	December 29, 2022
	Winter Break	Friday	December 30, 2022
<b>2023</b>	New Year's Day	Monday	January 2, 2023
	Memorial Day	Monday	May 29, 2023
	Independence Day	Tuesday	July 4, 2023
	Labor Day	Monday	September 4, 2023
	Thanksgiving Day	Thursday	November 23, 2023
	Friday following Thanksgiving	Friday	November 24, 2023
	Winter Break	Friday	December 22, 2023
	Winter Break	Monday	December 25, 2023
	Winter Break	Tuesday	December 26, 2023
	Winter Break	Wednesday	December 27, 2023
	Winter Break	Thursday	December 28, 2023
	Winter Break	Friday	December 29, 2023
<b>2024</b>	New Year's Day	Monday	January 1, 2024
	Memorial Day	Monday	May 27, 2024
	Independence Day	Thursday	July 4, 2024
	Labor Day	Monday	September 2, 2024
	Thanksgiving Day	Thursday	November 28, 2024
	Friday following Thanksgiving	Friday	November 29, 2024
	Winter Break	Tuesday	December 24, 2024
	Winter Break	Wednesday	December 25, 2024
	Winter Break	Thursday	December 26, 2024
	Winter Break	Friday	December 27, 2024
	Winter Break	Monday	December 30, 2024
	Winter Break	Tuesday	December 31, 2024
<b>2025</b>	New Year's Day	Wednesday	January 1, 2025

(b) If any of the above holidays occurs during the period of a formal or informal leave of absence of an employee, such employee will not be compensated. However, when any of the above holidays falls within an employee's approved vacation period or while he is on a temporary layoff in accordance with Article XI, Section 3 and he is absent from work during his regularly scheduled work week because of such vacation or temporary layoff, he shall be paid for such holiday.

(c) Laid off employees are not eligible for any holiday pay after the date of the layoff, (excluding temporary layoff provisions).

(d) If any of the above enumerated holidays falls on a Saturday, the previous day, and not the Saturday, will be observed and paid for as the holiday. If any of the above enumerated holidays falls on a Sunday, the next day, and not the Sunday, will be observed and paid for as the holiday.

(e) The eligibility rules for holiday pay, set forth in Sections 7(a) and 7(c) above, may be waived if it is determined that

1 there were compelling personal reasons preventing the employee from working on the holiday or on his qualifying scheduled  
2 working day, as the case may be.

3 (f) The holiday schedule herein may be adjusted to coincide with the holidays observed on a particular program or at  
4 an off-site location. Adjusted schedules will provide for the same number of holidays in a calendar year as the holiday  
5 schedule herein and will be agreed upon by the Company and The Chairperson of The Bargaining Committee.

6  
7 8. PAYDAYS

8 The Company will pay employees bi-weekly on Company time.

9  
10 9. REST PERIODS

11 The Company shall provide two (2) ten (10) minute rest periods per shift for each shift mentioned in Section 1(b) hereof.  
12 One rest period shall be scheduled during the first half of each shift and the other during the last half. Employees at work  
13 on overtime will observe the rest periods applicable to the shift on which they are working overtime.

14  
15  
16 10. MEAL PERIODS

17 The Company and the Union agree that meal periods may commence no later than six (6) hours after the start of a  
18 shift.

19  
20 11. EXCUSED ABSENCES FOR UNION BUSINESS

21 (a) When situations arise which necessitate the release of employees from work for partial days or for placing employees  
22 on special leave of absence for a full day for the purpose of conducting Union business, the Union will, whenever possible,  
23 notify the Employee Relations Representative of the division involved before such absence and he shall approve such  
24 absence. In those cases where it is not possible for the Union to submit written notice prior to the absence, the Union will  
25 notify the Employee Relations Representative of the division involved orally prior to the absence and confirm the oral request  
26 in writing within forty-eight (48) hours.

27 (b) The total number of absences which will be approved by the Labor Relations Representative of the division involved.

28 (c) Disputes regarding the utilization of Section 11 (b) shall be referred to the Region 5 International Service  
29 Representative and the Director of Labor Relations, or their designated representatives, for resolution.

30  
31 12. JURY EXAMINATION

32 A first shift employee who must report for jury examination on a regularly scheduled workday will receive a jury duty  
33 allowance in an amount equal to the length of his necessary absence from work times his regular straight-time rate of pay  
34 to a maximum of four (4) hours of pay and be excused from work for a maximum of four (4) hours. Jury Service fees paid  
35 by the court will not be deducted from employee's wages.

36  
37 13. JURY SERVICE and WITNESS DUTY

38 An employee absent from work due to required jury duty will be paid for such lost hours at his current straight time base  
39 rate, including shift differential where applicable, up to maximum of eight hours per day, for each regular workday the  
40 government body summoned the employee. Employee will be paid eight (8) hours jury duty pay and will be excused from  
41 their scheduled shift if they serve more than four (4) hours on the day so assigned as a juror. All other employees must  
42 report for work provided there are more than four (4) hours available on their shift either prior to their scheduled report time  
43 for jury duty or after their release from jury duty (two (2) hours of this time will be considered as travel preparation time).  
44 Fees received for jury duty will not be deducted from such pay. The employee will furnish to the company evidence  
45 satisfactory to the Company showing the performance of jury duty that meets the requirements of this Section

46  
47 An employee absent from work in order to comply with a subpoena as a witness in a federal or state court of law, will  
48 be paid for such lost hours at his current straight time base rate, including shift differential where applicable, up to a  
49 maximum of eight (8) hours per day, for each regular workday for which he is a witness. Employees will be paid eight (8)  
50 hours witness duty and will be excused from their scheduled shift if they serve more than four (4) hours on the day so  
51 serving as a witness. All other employees must report to work provided there are more than four (4) hours available on their  
52 shift either prior to their scheduled report time for witness duty or after their release from witness duty (two (2) hours of this  
53 time may be considered as travel preparation time). Witness fees will not be deducted from such pay. An employee is not  
54 entitled to such pay under this Section in circumstances where the employee (1) is called as a witness against the Company  
55 or its interests; or (2) is called as a witness on his own behalf in an action in an action in which he is a party; or (3) voluntarily  
56 seeks to testify as a witness; or (4) is a witness in a case arising from or related to his outside employment or outside  
57 business activities. The employee will furnish to the Company evidence satisfactory to the Company showing his attendance  
58 as a witness that meets the requirements of this Section.

59  
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61 14. BEREAVEMENT PAY

62 An employee who is absent from work because of a death in his immediate family will be paid eight (8) straight-time  
63 hours of pay for any three (3) consecutive days of absence on regularly scheduled working days within twenty (20) days  
64 from the date of the death. The immediate family of an employee includes only spouse, same-sex domestic partner, parent,  
65 stepparent, parent of current spouse, stepparent of current spouse, child, grandchild, stepchild, brother, stepbrother, half

ARTICLE XVII HOURS AND SPECIAL PAY PROVISIONS

1 brother, sister, stepsister, half sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandparents of employee  
2 and current spouse, and great grandparents of employee and current spouse. "Same-sex domestic partner" means any  
3 same-sex domestic partner that would be an eligible dependent under the health benefit plan. In addition, an employee will  
4 be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death that has been certified  
5 by the state.

6  
7 In those instances where, because a member of the employee's above defined immediate family dies while in the active  
8 service of the U.S. Armed Forces and the funeral is delayed, the three-day absence from work may also be delayed until  
9 such time as the funeral is held. In the event there are no funeral services held (whether or not in the armed Forces) due to  
10 disposal of the remains outside of North America, the remains being physically destroyed, or the remains donated to an  
11 accredited hospital or medical center, the funeral attendance provision shall be waived.

12 For the purposes of applying the terms of this Section14, it is agreed that "funeral" will include bona-fide memorial  
13 services associated with cremation.

**ARTICLE XVIII  
VACATION AND SICK LEAVE**

**1.**  
**(a) Company Service**

Company service is an employee's total years of credited employment at the Boeing Company plus the duration of employment recognized by any predecessor or subsidiary company.

**(b) Vacation Eligibility Award Date**

An employee's Award Date shall be based on the employee's Union Seniority date. In addition, the award date is never adjusted unless the employees experience a loss of seniority.

**(c) Vacation Accrual Date**

An employee's Accrual Date shall be based upon the employee's Company Service date and the adjustment is based upon PRO-100.

**2. Vacation**

**(a) Accumulation of Annual Vacation**

(1) Vacation credits are accrued and awarded weekly to eligible employees, with hours increasing based on established increments of company service.

(2). On the employee's vacation eligibility award date, employees who have vacation hours that exceed two times their annual accrual rate will no longer be able to use those hours for vacation. The hours that exceed two times their annual accrual rate shall be paid out annually to employees at their current pay rate, plus any pay additives employees may have in effect at that time. Payment will be made on the first paycheck issued following the vacation eligibility award date.

(3) Employees accrue vacation hours according to the schedule below. Employees will have accrued the number of hours displayed in the Annual Hours column that corresponds with the completed years of service. The equivalent vacation days are based on regular eight-hour workday.

(4) The employee's company service date will determine the hours to be awarded according to the vacation accrual schedule in this Article. Employees accumulate company service when they are employed by the company, including the first 90 calendar days of any approved leave of absence.

**Vacation Accrual Schedule**

<u>Years of completed Company Service</u>	<u>Annual Hours</u>
<u>1 to 9</u>	<u>80</u>
<u>10 to 19</u>	<u>120</u>
<u>20 or more</u>	<u>160</u>

Vacation are available the first week during which the

(b)Use of Annual  
(1) Vacation hours day of the payroll benefit is earned.

(2) Employees may use available vacation hours at any time, subject to the organization maintaining adequate staffing for company operations, and provided that they are scheduled in advance and approved by supervision. Subject to the foregoing, senior employees shall be given preference in arranging vacation schedules.

(3) Vacation pay will be made at the employee's current pay rate, plus any pay additives employees may have in effect at that time. Vacation pay will be paid out to employees during the days they elect to take a vacation. There will be no pay in advance of an employee's vacation.

(4) Upon termination of employment, an employee will be paid for all awarded vacation hours at the employee's current pay rate, plus any pay additives employees may have in effect .

(5) Holidays occurring while an employee is on vacation are not deducted from the employee's vacation hours.

(6) Vacations must first be taken in a minimum of one (1) hour, then at the rate of one-tenth (1/10) hour increments. Vacation may be taken on any day(s) of the workweek provided they have been scheduled in advance and approved by supervision.

**(c)Vacation Hours When Payroll is changed.**

In all cases involving the transfer of an employee from one payroll to another, the provisions of the Company's procedures pertaining to vacations, as may be revised from time to time by the Company, shall be applicable. All previously awarded balances will be available to be used after transfer.

**3. Sick Leave**

(a) Starting with each employee's next sick leave award date in 2021, the company will award on an employee's hire date and annually on their sick leave eligibility date, 80 hours of sick leave.



1 (b) Sick Leave Eligibility Award Date

2 The Sick Leave Eligibility/ Award Date is the date on which the employee receives their Sick Leave allowance, which is  
3 the same day as their union seniority date. In addition, the Eligibility/Award Date is never adjusted unless the employee  
4 experiences a loss of seniority.  
5

6  
7 (c) Definitions and Sick Leave Accrual Rates

- 8
- 9 • Current sick leave account-an account in which current year awarded sick leave hours are accumulated,  
10 maintained and used.
  - 11
  - 12 • Unused sick leave account-an account in which sick leave earned but not used from previous years is  
13 accumulated and is maintained for use as needed. These hours accumulate from year to year without limit to the  
14 total number of accumulated hours.  
15

16 (d) Sick Leave Usage

17 Sick leave may be used if the employee or a member of the immediate family is physically or mentally  
18 incapacitated, death in the family requiring the presence of the employee, or routine medical or dental appointments  
19 of the employee or family member requiring the employee's presence. Sick leave hours are available the first day  
20 of the payroll week during which the sick leave eligibility date occurs. Sick Leave must first be taken in a minimum  
21 of one (1) hour, then at the rate of one-tenth (1/10) hour increments.  
22

23 (e) Sick Leave Pay.

24 Sick Leave Pay will be made at the employee's current pay rate, plus any pay additives employees may have in  
25 effect at that time. Sick Leave pay will be paid out to employees during the days they elect to take sick leave.  
26 There will be no pay in advance of an employee's sick leave.  
27

28 (f) Unused Sick Leave

29 On the eve of an employee's sick leave eligibility date, or at termination of employment, half of their Current Sick  
30 Leave balance will be dropped, and the remainder will be transferred to their Unused Sick Leave account.  
31 Employees will not forfeit sick leave hours where prohibited by law. When the current account is zeroed out upon  
32 the employee reaching their eligibility date, a new sick leave award period starts.  
33

34 (g) Maintenance of Unused Sick Leave Account

35 When half of the Current Sick Leave Balance is transferred to this account, the balance is accumulated and  
36 maintained in this account. Sick leave hours are used as needed, and there is no maximum balance limit.  
37

38 (h) Other Accrual Provisions (Full-Time Employees)

39 When an employee is on a leave of absence for 90 calendar days or less, 80 hours of sick leave will be awarded on  
40 the sick leave eligibility date.

41 When an employee is on a leave of absence greater than 90 calendar days, 24 hours of sick leave will be awarded  
42 on the sick leave eligibility date. Upon return to work, employees will receive a prorated sick leave award for the  
43 remaining days until their next sick leave eligibility date, less the 24 hours that were previously awarded.  
44 Eligibility dates and accumulated sick leave credits established prior to this Agreement will not be changed as a  
45 result of this Agreement.  
46

47 (i) Use of Sick Leave Hours

48  
49 When using sick leave hours, the various sick leave accounts will be charged in the following order:  
50

- 51 1. Current sick leave account.
- 52
- 53 2. Unused sick leave account.
- 54
- 55 3. Any accrual under a collective bargaining agreement that provides for usage upon leaving the unit.
- 56
- 57 4. VIP Sick Leave Account (at the employee's option).  
58

59 Employees shall use sick leave hours equal to the scheduled workday hours as reflected in the ETS baseline work  
60 schedule or in partial day increments. Employees who have no accrued sick leave hours in their unused or current  
61 sick leave accounts may charge these authorized absences to vacation hours.  
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(j) Employees Who Terminate Employment

Upon termination, employees will be paid out one half of their “unused” sick leave account at their current rate of pay plus any pay additives they have in effect, up to \$40 per hour,.

(k) Sick Leave When Transferring out of the Unit.

In all cases involving the transfer of an employee out of the unit, the award balances will be available for use.

4. Time spent on vacation or sick leave shall not be considered time worked in the calculation of any daily premium pay.

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**ARTICLE XIX**  
**NOTICES**

1. Notices permitted or required under this Agreement, which are applicable to only one division of the Company, shall be sufficiently served when received by the Employee Relations Representative of the appropriate division of the Company (or his designated representative), or by the appropriate Local Union President or Regional Director (or their designated representative), as the case may be, from the other. Such notices shall be sent by confirmed telegraph (personal delivery), or by registered or certified mail, postage prepaid, return receipt requested. Notices may also be personally delivered for the Company by the Employee Relations Representative (or his designated representative) and for the Union by the Chairperson of the Bargaining Committee (or his designated representative). Such delivery shall be made to the office of the Local Union or the office of the Employee Relations Representative, as the case may be. Notices so delivered shall be in duplicate and both copies shall have time and date of delivery noted for receipt purposes. One copy will be returned to the party making the delivery. Each party shall keep the other party currently posted in writing of all such appropriate addresses.

2. Notices permitted or required under this Agreement, which are applicable to more than one but less than all divisions of the Company, shall be sufficiently served when received by the Company Contract Administrator(or his designated representative) of The Boeing Company, 2201 Seal Beach Boulevard, Seal Beach, California 90740-8250, or by the appropriate Local Union President or Regional Director (or their designated representative), as the case may be, from the other. Such notices shall be sent by confirmed telegraph (hand delivery), or by registered or certified mail, postage prepaid, return receipt requested. Notices may also be personally delivered for the Company by the Company Contract Administrator (or his designated representative) and for the Union by the appropriate Local Union President or Regional Director (or their designated representative). Such delivery shall be made to the office of the Local Union or the office of the Company Contract Administrator, as the case may be. Notices so delivered shall be in duplicate and both copies shall have time and date of delivery noted for receipt purposes. One copy will be returned to the party making the delivery.

3. Notices permitted or required under this Agreement or requests for meetings, which are generally applicable to all divisions of the Company, shall be sufficiently served when received by the Manager, Employee Relations, , Southwest Region of The Boeing Company, 2201 Seal Beach Boulevard, Seal Beach, California 90740-8250, or by the Director of the National Aerospace Department, UAW, 8000 East Jefferson Avenue, Detroit, Michigan 48214, (or their designated representatives), from the other. Such notices or requests for meetings shall be mailed postage prepaid, return receipt requested, by certified or registered mail.

4. Failure on the part of an employee to keep the Company, as instructed by the Company, informed of his correct address relieves the Company of the responsibility of any notification to such employee required by this Agreement.

5. The Company agrees that, with respect to its policies covering payment for travel time, travel allowance and per diems for the time in travel status, Educational Reimbursement, and Education Leave, it shall supply the Union with copies of its written policies and subsequent revisions. If an individual employee claims he was reimbursed in an amount less than the amount provided for in such written policies, such claim shall be processed in accordance with the provisions of Article V, Section 14.

**ARTICLE XX**  
**BULLETIN BOARDS**

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3 1. The Company will install and maintain in each zone, a glass-enclosed locked bulletin board painted white, at locations  
4 mutually agreed upon by the parties. Keys for these boards will be furnished to the duly designated Union Officer. Such  
5 boards may be used by the Union for posting notices approved by the Union and the Employee Relations Representative  
6 of the division involved, and restricted to:

- 7 (a) Notices of Union recreational and social affairs  
8 (b) Notices of Union elections  
9 (c) Notices of Union appointments and results of Union elections  
10 (d) Notices of Union meetings  
11 (e) Such other notices as may be mutually agreed to  
12

13 2. Time spent away from their regular jobs by these designated Union representatives in posting the bulletins provided for  
14 in this Article will be paid for by the Company.  
15

16 3. Any change in the number or the location of such bulletin boards shall be decided by the Employee Relations  
17 Representative of the division involved and the duly designated Union Officer referred to above.  
18

19 4. There shall be no other distribution or posting by employees of notices, pamphlets, advertising or political matter or any  
20 kind of literature upon Company property other than as herein provided.

**ARTICLE XXI**

**QUALIFICATIONS AND ENFORCEMENT**

**1. QUALIFICATIONS**

(a) Each of the parties hereto warrants that it is under no disability of any kind that will prevent it from completely carrying out and performing each and all of the provisions of this Agreement, and further that it will not take any action of any kind that will prevent or impede it in the complete performance of each and every provision hereof.

(b) This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement or made during these negotiations not set forth herein.

(c) Any future agreements made by the parties shall be reduced to writing and signed by authorized representatives of the parties.

(d) If either party to this Agreement claims it is relieved of its obligations hereunder as a result of an alleged breach of agreement by the other party, it shall notify the other party of such claim and alleged breach and allow ten (10) days to such other party for discussion, redress or correction prior to asserting that it has rescinded the contract.

**2. WAIVER**

The waiver of any breach of any of the provisions or terms of this Agreement by either party does not constitute a precedent for any future waiver or enforcement of such breach.

**3. SPECIFIC PERFORMANCE**

(a) Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

(b) It is distinctly understood and agreed that all previous agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

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**ARTICLE XXII**  
**HEALTH AND INSURANCE PLANS**

The Company will continue to provide through the term of this Agreement, all eligible active bargaining unit employees and their eligible dependents with Health Care and Insurance (medical, dental, and welfare) under the same terms, conditions and limitations as Boeing nonunion employees in Southern California as amended from time to time at the sole discretion of the Plan Administrator or the Company. Employees will be provided a Summary of Material Modifications (SMM) to Health Care plans to the extent required by law. The Company agrees to notify the local union President of material changes prior to annual enrollment each year.

The Company shall, for the term of this Agreement, make provisions for employees with a hire date prior to January 1, 2005 who retire during the term of this Agreement to be eligible to receive medical benefits for the term of the Agreement. Such benefits shall be governed by the terms and conditions of a plan established by the Company. Nothing in this Agreement shall create any additional benefits or vested rights for such employees who retire or for any other employee or former employee. Retirees will be provided a Summary of Material Modifications (SMM) to Health Care plans to the extent required by law. The Company agrees to notify the local union President of material changes prior to annual enrollment each year.

New employees, during the Orientation Program, will be informed of the health care options available with emphasis on the differences between the available options.

**ARTICLE XXIII**  
**RETIREMENT PLAN**

A retirement plan and an agreement with respect to its administration have been agreed to by the parties and revised in the Benefits Proposal Summary of October 15, 2015. The provisions of such BNA Aerospace Retirement Plan for Hourly Employees (the "retirement plan") and retirement plan agreement shall be applicable to employees represented by the Union for the term of such agreement and in accordance with the provisions thereof, as amended. Notwithstanding the foregoing, effective January 1, 2009, any employee represented by the Union who is newly hired or rehired in accordance with the Summary Plan Description rehire and layoff provisions will not be eligible to participate in the Retirement Plan. An employee who becomes covered by this Agreement and who has been continuously employed by the Company since December 31, 2008, will be permitted to participate in the Retirement Plan in accordance with the provisions thereof. In addition, any employee described in the preceding sentence covered by this Agreement, who is on an approved leave of absence from the Company or within such employee's layoff period on or after January 1, 2009, and who returns to work directly to the Company from such leave of absence or within six (6) years of layoff will also be permitted to participate in the Retirement Plan in accordance with the provisions thereof.

**Amendments to the Plan**

• **Increase in Monthly Benefit Rate**

The basic monthly benefit is \$85 for all years of credited service for employees on the Company's active payroll on December 1, 2016 (including those who terminate employment in November 2016 and start their pension on December 1, 2016), or those on an authorized period of absence on December 1, 2016. This applies if you are hired or rehired before January 1, 2009.

• **Pension Accruals to Cease and Vesting of Accrued Benefits**

All pension accruals under the Plan will cease effective 11:59 p.m. on December 31, 2016. After December 31, 2016, no further benefits will accrue under the Plan. Benefits for current employees who are participants in the Plan will be determined based on their pension accrual calculated as of December 31, 2016. This cessation of pension accruals will not result in the loss of any pension benefits accrued through December 31, 2016. Benefits accrued as of December 31, 2016 will remain obligations of the Plan and its related trust on behalf of existing Plan participants and will be paid in accordance with the terms of the Plan. Plan participants on the active payroll, or on an authorized leave of absence of 90 days or less on December 31, 2016, will become 100% (one-hundred percent) immediately vested in their accrued benefit effective December 31, 2016. Service performed after December 31, 2016, will not be counted for any purpose except for eligibility for early retirement benefits under Section 4.3 of the Plan, eligibility for early retirement with Level Income Special Allowance (LISA), 30-Year Service Supplement or Rule of 85 Supplement under Section 4.10 of the Plan, eligibility for early commencement of terminated vested benefits under Section 5.1(c) of the Plan, pre-retirement survivor benefits under Section 9.1 of the Plan, eligibility for disability benefits under Article XI of the Plan, and as otherwise required by law.

- For retirees in payment status and subsequently rehired into the Controlled Group after December 31, 2016, the Plan's monthly pension payment will not be suspended or recalculated.
- The Company may amend the Plan to merge it with any other pension plan maintained by the Company. Any such merger will not adversely affect the benefits accrued by Plan participants as of December 31, 2016. The Company may amend the Plan, from time to time, as it determines in its sole discretion to be necessary or appropriate to implement the cessation of pension accruals described above. The Company, through the persons and process specified under the Plan, also reserves the right to amend the Plan (i) to satisfy all requirements of applicable law and regulations, including without limitation the Internal Revenue Code of 1986, the Employee Retirement Income Security Act of 1974 and the federal securities laws, all as amended from time to time; and (ii) to unilaterally alter, amend, and/or modify any or all terms of the Plan at its sole discretion without further discussion or negotiation with the Union. Any such amendment will not adversely affect the benefits accrued by Plan participants as of December 31, 2016.

• The Company may also offer additional benefits and retirement services, including retirement or other financial planning services outside of or in addition to the Plan, at the Company's sole discretion.

**ARTICLE XXIV****VOLUNTARY INVESTMENT PLAN (VIP)**

The Boeing Company Voluntary Investment Plan (also known as the VIP) 401(k) and Agreement with respect to its administration have been agreed to by the parties. The provisions of such Program shall be applicable to employees represented by the Union for the term of such Agreement and in accordance with the provisions thereof, as amended. Effective January 1, 2009, any employee represented by the Union who is newly hired or rehired subject to the eligibility defined in the Summary Plan Description, will be eligible for an additional Company contribution of 4% of eligible pay. Employees will be immediately 100% vested in this Company Contribution. An employee will not be eligible for this additional contribution under the Voluntary Investment Plan while earning credited or benefit service under any other Company retirement plan.

**Employee Plan Participation and Administration**

Employees will be eligible to participate as, to the extent, and under the terms provided in the official Plan document. In the event of any conflict between this Article and the official Plan document, the official Plan document will prevail in every case. The Company, through the persons and process specified in the Plan document, reserves the right to amend the Plan (i) to satisfy all requirements of applicable law and regulations, including without limitation the Internal Revenue Code of 1986, the Employee Retirement Income Security Act of 1974 and the federal securities laws, all as amended from time to time; and (ii) to unilaterally alter, amend, and/or modify any or all terms of the Plan at its sole discretion. Notwithstanding the foregoing, the Company will not discontinue the Plan or change either the amount of the additional Company Contribution (or the Special Company Retirement Contribution as renamed January 1, 2017) or the rate at which matching contributions are allocated to employees covered by this Agreement, during the term of this Agreement, without the concurrence of the Union.

**Company Matching Contributions**

Effective January 1, 2017, employees will be eligible for an increased company matching contribution to the Plan of 75% of the employee's combined pre-tax, after-tax and ROTH contributions, up to the first 8% of base pay plus shift differential.

**Special Company Retirement Contribution**

Employees will continue to be eligible for an additional Special Company Retirement Contribution under the Plan of 4% of the employee's base pay plus shift differential. Employees will immediately be 100 percent vested in this company contribution.



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**ARTICLE XXV**

**FACILITIES AND MAINTENANCE SUBCONTRACTING**

It is understood by the parties that the Management Prerogatives as set forth in Article VII of this Agreement shall include the Company's express right to reorganize, transfer, contract or subcontract out, offload, sell, discontinue, or relocate any or all of the work performed by bargaining unit employees in facilities, maintenance, welding and environment health & safety operations, including janitorial services, of the Company's business, including but not limited to any work being performed or being scheduled to be performed. Such rights of the Company under Article VII and any claims arising under this Article shall not be subject to the grievance or arbitration procedures of Article V.

**ARTICLE XXVI**  
**APPRENTICESHIP PROGRAMS**

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6 1. Apprenticeship programs, together with a Joint Apprentice Committee Agreement providing, as set forth herein, an  
7 apprenticeship training program and amendments to Article XVI, Wages and Article XVII, Hours and Special Pay Provisions  
8 in their application to such Program and Agreement may be implemented by mutual agreement of the parties.  
9

10 2. The parties may identify certain classifications to be considered for apprenticeship. Certain lower level classifications (if  
11 any) related to such classifications will be identified for the crediting of time toward becoming a journeyman as noted below:  
12

13 **3. JOURNEYMAN STATUS**

14 An employee will be a journeyman when he has worked a total of eight (8) years in one of the identified classifications.  
15 An employee will be given credit toward journeyman status for time worked in the appropriate identified related classification  
16 whenever he is properly classified in the identified classification.  
17

18 **4. APPRENTICE PROGRAMS**

19 (a) When the Company and the Union mutually agree there is a need for apprentice-type shop training in identified  
20 classification(s), the Company will develop apprenticeship training programs to meet those needs. The total training period  
21 will be determined by the skills required and will be reviewed by the Joint Apprenticeship Committee.

22 (b) The Company agrees to pay the full tuition-registration charges in connection with the related training of an  
23 apprentice that is on course.  
24

25 **5. RATIO OF APPRENTICES TO JOURNEYMEN**

26 (a) The number of new apprentices who may be placed on course shall be determined on the basis of the number of  
27 journeymen actively at work in the classification to which the apprentice will be assigned, The ratio of apprentices on course  
28 to journeymen may be up to one apprentice to ten (10) journeymen unless such ratio is changed by mutual agreement.

29 (b) The Company may retain a maximum of one apprentice in each classification in each division until all of the  
30 employees not actively working in the classification are recalled to the classification in the division. Once all such employees  
31 holding recall rights at the division have been recalled, then the ratio of apprentices placed on course may be increased. In  
32 the event of layoff of journeymen after this occurs, the ratio of one apprentice to ten (10) journeymen in the division will  
33 apply.  
34

35 **6. APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

36 In order to be eligible for consideration for apprenticeship, all applicants must be seniority employees and must meet  
37 eligibility requirements. Eligibility requirements of applicants including experience, education, types of tests and qualifying  
38 grades will be determined by the Joint Apprentice Committee. An apprentice applicant point evaluation system will be  
39 developed and utilized by the Company for selection of applicants for this program. Final approval of the applicant will be  
40 the responsibility of the Joint Apprentice Committee. Applicants from outside the Company may be considered for  
41 apprenticeship if there is a lack of eligible seniority employees.

**ARTICLE XXVII****EMPLOYEE INVOLVEMENT**

During the negotiations, the United Aerospace Workers' and The Boeing Company discussed the ever-increasing challenges in the global marketplace and examined prior experience with employee involvement efforts. There is mutual recognition by both parties that the challenges in the marketplace will continue requiring fundamental changes in the workplace and that we need to jointly take steps to significantly increase and expand implementation of effective employee involvement efforts.

This is firmly based on the belief that the success of Boeing businesses in the challenging global marketplace is fully dependent on its employees. Also, that all employees want to be involved in decisions that affect them, care about their jobs, what customers expect, care about each other, take pride in themselves and in their contributions and want to fully utilize their skills and abilities and share in the success of their efforts.

**PURPOSE**

- The purpose of implementing effective employee involvement in the businesses is to work together to create a customer-focused workplace so that our customers are continuously delivered the highest quality and best value product and services while serving the interest of employees by protecting job security and employee wages.

It is mutually agreed that the opportunity of achieving a highly effective employee involvement and a customer-focused workplace is enhanced when the union and the businesses jointly work to:

- Involve employees individually and/or through teams in the identification and solution of quality and production problems for customers.
- Create a work environment that promotes teamwork, mutual trust and respect, equality, honest and open communications, job satisfaction, job security, innovation, growth, rewards and recognition.
- Seek methods and processes that involve employees in improving the way work is performed so that more skills and abilities are effectively utilized without breaking contractual agreements. In this manner, improvements can be made in operating effectiveness for customers and result in more job satisfaction.
- Develop self-directed teams who have clearly defined goals and tasks with more authority and responsibility.
- Explore approaches which will help increase team stability while protecting existing employee rights.
- Educate employees to better understand customer needs and company goals.
- Plan and implement individual and group employee training, retraining and development opportunities to enhance the dignity and on-the-job skills and abilities of employees which can lead to greater job security and personal development.
- Successfully implement Employee involvement approaches so that decisions are made at the lowest practical level thus speeding up decision-making processes required by customers also resulting in reducing redundant activities and allowing greater time for employees to focus on ways to improve work processes.
- Use improved work processes not for the purpose of reducing employment, but to grow the businesses and, therefore, enhance job security.

**JOB COMBINATIONS/ELIMINATIONS**

There is also mutual agreement that each business has accepted the challenge to meet their commitment to employee involvement by putting together their needs for job combinations/eliminations that meet their current situation and work requirements.

In addition, both parties recognize the fact that there will be opportunities in the future for applying employee involvement concepts to best utilize these opportunities along with the resulting job classification changes.

**LOCAL JOINT COMMITTEE**

During negotiations, the parties discussed the need to focus the responsibility for all local employee involvement and other agreed upon joint activities in the businesses on those individuals who have primary responsibility for their success and to enhance their effectiveness through joint planning and implementation, improved information sharing, priority and goal setting and resource allocation.

Accordingly, the parties agree that the appropriate local facilitating mechanism for all local employee involvement efforts and mutually agreed upon joint activities is the Local Joint Committee consisting of the:

- Local Union Bargaining Committee Chairperson
- Site Manager or their designee
- Site Human Resources or Labor Relations
- Site Union and Company EI Facilitators.

The Director of the UAW National Aerospace Department, the Regional Director and Local Union President and/or their representatives, should be fully involved regarding joint activities including actions of the Local Joint Committee.

The duties and responsibilities of the Local Joint Committee include the following:

- The successful implementation of employee involvement and mutually agreed upon joint efforts.
- Monitor and evaluate the performance and results of employee involvement efforts and other agreed upon joint activities and provide positive recognition and/or corrective direction as required
- Regularly exchange information on the business and communicate appropriate information to all employees.
- Agree on any consultants utilized to assist in employee involvement efforts• Keep UAW and Company leadership

1 informed of the status and progress of employee involvement efforts and other joint activities.

- 2 • Review and jointly approve/disapprove (within respective authority limits) any requests in the name of employee
  - 3 involvement which would require an exception to local practice or policy. (See Changes and/or Waivers" below.)
  - 4 • Present to the UAW National Aerospace Department International Representative and the Company Contract
  - 5 Administrator any jointly agreed upon request involving an employee involvement process change that would require a
  - 6 modification of the Master Agreement. .
  - 7 • The Local Joint Committee's purpose is to support and improve the employee involvement activities at their location and
  - 8 is not an alternative mechanism to adjust grievances.
- 9 • Meet at least quarterly, or more often by mutual agreement.

#### 10 EMPLOYEE INVOLVEMENT FACILITATORS

11 UAW and Company appointed EI Facilitators will work together as partners and champions to ensure the day-to-day  
12 implementation and success of employee involvement activities. They are responsible for assisting EI teams from formation  
13 throughout their evolution and development. The objective of the EI Facilitators is to provide the expertise, help, resources  
14 and understanding to enable Teams, EI Team Leaders and Team Members reach their full potential.

15 The UAW EI Facilitator is appointed by the Local Union President.

#### 16 TEAM LEADERS

17 EI Team Leaders facilitate the activities of the team in addition to performing the actual work of their job classification.  
18 The EI Team Leader will be the focal point for team communications, will provide assistance to team members by giving  
19 job assignments, guidance, direction and instruction, and will ensure that the focus of the team is directed toward continuous  
20 process improvement, including employee involvement goal setting, quality cost, delivery, safety and morale. EI Team  
21 Leaders also perform as a full member of the team.

22 Where there are integrated bargaining unit and salary teams a union team leader will be elected by the union team  
23 members. Also, in all bargaining unit teams the union team leader will be elected by the union team members by plurality  
24 vote on a three year cycle. For an Employee Involvement Team to be eligible to select (and retain) an EI Team Leader,  
25 there must be a minimum of five (5) and a maximum of twenty (20) full time UAW represented employees on the team,  
26 including the EI Team Leader.

#### 27 CHANGES AND/OR WAIVERS

28 It is agreed that it may be beneficial for the local union and local management to consider alternative work schedules,  
29 the way tasks are performed, the way teams are formed and other changes at particular business locations. It is further  
30 agreed that in order to facilitate and encourage each innovation, it may be necessary to change and/or waive certain  
31 provisions of the Agreement. It is understood that any such change or waiver would be requested by the Local Joint  
32 Committee to the Region 8 UAW International Representative and the Company Contract Administrator and will not be  
33 effective unless approved in writing by both parties.

#### 34 EMPLOYEE TRAINING, EDUCATION AND DEVELOPMENT

35 During the 2010 negotiations the parties recognized that success in the competitive global marketplace is dependent  
36 in large measure upon the continuous training, education, development and learning of its employees. This was recognized  
37 in the 1990 UAW-Rockwell (now Boeing) Aerospace Workers' Contract Agreement which created a joint UAW-Rockwell  
38 (now Boeing) Employee Involvement Training Organization (EITO). It was established to provide employees a diverse range  
39 of opportunities for technical and high performance union/management, team-based training.

40 The parties pledge to provide the resources necessary to ensure that employees receive training and development  
41 opportunities in order to produce a highly motivated, capable workforce that continuously improves its own and Boeing's  
42 ability to succeed in an increasing competitive global marketplace. To actively facilitate this pledge, the parties agree that  
43 disbursements in support of (EITO), shall be mutually authorized by the Company Contract Administrator and the  
44 President of UAW Local 887, or their designees. Such supporting activities will include, but shall not be limited to,  
45 conferences/meetings and related expenses designed to invigorate and grow the EITO program.

#### 46 PRINCIPAL OBJECTIVES AND RESPONSIBILITIES OF THE JOINT TRAINING ORGANIZATION

47 Outlined below are the principal objectives and responsibilities of the organization. These descriptions are intended to  
48 be illustrative and not necessarily all-inclusive.

- 49 • Provide individual and group training, retraining and developmental opportunities to upgrade/sharpen present job skills
- 50 and abilities of employees which can lead to greater job security, personal development, improved performance and
- 51 effective employee involvement efforts.
- 52 • See ways for arranging, and in some cases providing, for training, retraining and development assistance for employees
- 53 displaced by new technologies, new production techniques and shifts in customer product preference.
- 54 • Provide local business training support for implementing employee involvement efforts.
- 55 • Provide opportunities for the training and the exchange of ideas and innovations with respect to employee development
- 56 and training needs within the framework of job requirements and union/management relations.
- 57 • Support local business initiatives dedicated to the expansion of developmental activities for employees which would
- 58 include continuous improvement in quality, training, high performance union/management team-based training and basic
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1 literacy training.

2 The EITO will also reimburse the Company for employee wages in connection with the training described above or any  
3 other EITO sanctioned training.

4 SUMMARY

5 While change is difficult, we jointly understand that in the current, highly competitive, constantly changing global  
6 marketplace in which we are engaged, we must continue to change to create a workplace so that our customers are  
7 continuously delivered the highest quality and best value product and services while serving the interest of employees by  
8 protecting job security and employee wages. We cannot afford to let obstacles stand in our way of successfully implementing  
9 employee involvement efforts which assist us in this endeavor.

10 Employee involvement is our jointly designed effort to transform our respective roles, satisfy our customers better than  
11 any competitor, and ensure our mutual success. The parties recognize that this continuing historic endeavor depends upon  
12 the ability of employees and the Company to grow and prosper.

13 The provisions of this article apply only to those teams mutually agreed to by the union and management.

**ARTICLE XXVIII**  
**PROPRIETARY WORK**

During the course of the 1990 and subsequent labor negotiations, the parties discussed, in great detail, the many issues and opportunities associated with jointly addressing work which requires unique security clearance and/or special access herein referred to as "proprietary." The agreements and understandings reached reflect the mutual efforts and commitment of the parties to develop methods of staffing and operating proprietary programs responsive to customer and employee needs, and to enhance the Company's competitive position at locations covered by the Master Agreement. The agreements set forth herein are based on the open exchange of ideas and information available for discussion, and a spirit of joint issue resolution during the negotiation meetings.

**1. DEFINITIONS**

(a) *Proprietary Work*—That work which, by its unique nature and strict "need-to-know" criteria, requires, for exposure to and/or participation in, an access, that is addition to or in lieu of a security clearance.

(b) *Billets*—A fixed number of openings, mandated by customers, that limit the number of individuals who will be permitted access to:

(1) Any particular proprietary activity, and/or

(2) Limit the number of individuals that can have access to a proprietary activity at any given time.

(3) Access to some proprietary activities is further restricted by customers who mandate that once an individual has filled a billet and has been accessed to an activity, such billet may not be later used in the event such individual is de-accessed from that activity. Thus, there may be a specific number of billets for any given activity identified to a specific individual, which remains with that individual, and cannot be transferred to another individual regardless of any attrition which may occur throughout the duration of that activity.

(c) *Qualifying Requirements for Proprietary Work*—Employment eligibility for Proprietary Work requires that an employee must have the ability to perform the work and hold the appropriate security clearance including any required special accesses to the proprietary work.

(d) *Candidate Pool*—A group of employees, employees on layoff with recall rights and non-employees (applicants) who have agreed to participate in proprietary work.

(e) *Immediate Vacancy*—Job openings which were unanticipated and must be filled prior to the time required to clear employees for the Candidate Pool.

(f) *Anticipated Vacancy*—Job openings which, based on known schedules and funding, can reasonably be forecast by classification far enough in advance for interested employees to obtain a security clearance and be placed in a Candidate Pool.

**2. FILLING PROPRIETARY JOB VACANCIES**

The company will determine the nature of the work to be performed and will offer employees in seniority order, who are properly classified the choice of participating or not participating in proprietary work when openings occur. Should there be no one properly classified the opening will be filled in accordance with the following priorities. Should the work be of a nature that no single classification is appropriate then the Company and the Union will mutually agree upon a classification (and rate range) that best represents the work to be performed.

(a) The priorities of rights of employees, who meet the qualifying requirements of the proprietary work, to fill proprietary job vacancies is set forth below:

*First Priority*—Shift transfers in accordance with Article XI Section 9(h) hereof in the proprietary work except as precluded by program requirements.

*Second Priority*—Application for transfer in classification between departments who meet the qualifying requirements of the proprietary work

*Third Priority*—Seniority rights under Article XI, Section 4 and 7 hereof. These only include rights at time of excess, upgrade of employees at work and recall of employees from layoff who meet the qualifying requirements of the proprietary work.

*Fourth Priority*—Job candidates under the provisions of Article XI, Section 6 hereof who possess the qualifying requirements of the proprietary work.

3. (a) The vacancy or billet will finally be filled by the candidate who first successfully obtains the necessary clearances including any required special accesses. Employees not approved for access will be informed as soon as practical.

(b) Employees, including those on layoff with recall rights, who agree to participate in proprietary work may, at any time, change their choice and decline to participate. Active employees at the Division involved who declined to participate may, at any time, change their choice and accept future opportunities when a staffing need exists. (Reference Proprietary Work Option Form).

**4. REPRESENTATION**

(a) The President of the Local Union may appoint a representative who has been cleared and is working in the proprietary area(s) to provide representation of Bargaining Unit employees involved with the proprietary work. (b) Nothing

1 in this Article shall prevent the Union or an employee from filing a Grievance; however, such Grievance shall be processed  
2 in accordance with the paragraph below:

3 The Union and the Company recognize the critical importance of protecting the security of proprietary information,  
4 documents and materials. Due to these implications related to national security, the parties agree that when a Bargaining  
5 Unit member conducts a grievance or investigative conference which may involve any proprietary or classified information  
6 with his Union representative outside a secure area or in the presence of any individual who does not possess the  
7 appropriate security clearance, access authorization and need-to-know, a member of the Proprietary Security Staff will be  
8 present to counsel the employee, Union representative and/or any other participant who does not meet the above defined  
9 criteria and to protect all parties to the meeting from inadvertently committing a breach of security. The intent of requiring a  
10 representative from Security to be present is to protect all parties from and to make every effort to prevent an accidental  
11 unauthorized disclosure of proprietary information. The Security Representative shall maintain complete confidentiality and  
12 shall not disclose the information discussed during the meeting unless it involves a breach of security or a violation of the  
13 law.

#### 14 5. GENERAL PROVISIONS

15 (a) Employees on proprietary work may retain regular bargaining unit classifications or, upon mutual agreement,  
16 may be reclassified in a unique proprietary job classification. In those instances where it is appropriate that an employee on  
17 proprietary work have his classification changed in order that an employee be properly classified or compensated, a change  
18 in classification will be processed. Should the reclassification result in a reduction in compensation, the employee will have  
19 the option to exercise their seniority in the last classification held in the area unit prior to the proprietary work. Such  
20 reclassification will not constitute a vacancy for purposes of filling job vacancies or recall. Such classification will be  
21 applicable only for the duration of that proprietary work.

22 (b) When an employee is downgraded without option to exercise his seniority within the proprietary work, is exceeded  
23 or loses his access from the proprietary work, or returns from that proprietary work, they will exercise his seniority in the last  
24 classification he held prior to the proprietary work as if they never left.

25 (c) An employee may voluntarily remove them self from proprietary work and exercise their seniority prior to the  
26 proprietary work, as if they never left.

27 (d) Authorized entry into proprietary work is on a limited and strict security need-to-know basis; therefore, an  
28 employee without the appropriate security clearance and/or access cannot displace an employee on proprietary work.

29 6. Unless otherwise modified herein, the provisions of the Agreement shall govern.

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**ARTICLE XXIX**  
**DURATION**

1. This Agreement shall become effective on the Saturday following receipt of written notice by the Company from the Union of ratification by the Union, unless such date of receipt of written notice by the Company is a Saturday in which case that date shall be the effective date, and shall remain in full force and effect to and including the 15th day of May 2025 and for yearly periods thereafter, with the proviso that should either party desire to modify any portion or any of the terms hereof, it shall notify the other party, in writing, on or before March 20, 2025, or on or before March 20, of any subsequent yearly period.
2. In the event a written notice to modify is given pursuant to Section 1 hereof, the parties shall submit their proposals, in writing, at least ten (10) days prior to the commencement of negotiations. It is understood that neither party will be precluded from submitting new or additional proposals during the course of negotiations.
3. Negotiations upon such modifications of the terms of this Agreement shall begin no later than April 14, 2025, or April 14 of any subsequent yearly period, and shall continue until agreement is reached or this Agreement is terminated as hereinafter provided. During said negotiations, this Agreement shall remain in full force and effect provided that, during such negotiations, on or after May 15, 2025 or May 15 of any subsequent yearly period, either party may terminate said negotiations and this Agreement effective on or after May 25, 2025 upon giving ten (10) days' written notice to the other party. Negotiations, and all of the terms of this Agreement, shall continue during the entire period prior to effective date of termination.
4. In the event that any provisions of this Agreement shall become inoperative by reason of any applicable Federal, State, County, Municipal or Military law or regulation, it shall be superseded by such law or regulation only while such law or regulation is in force and the remaining provisions of the Agreement shall not be affected thereby.
5. It is understood that this Agreement contains the agreement of the parties as to all existing matters subject to collective bargaining during the life of this Agreement. However, nothing contained herein shall be interpreted as precluding the right of the parties to negotiate on matters which develop after entering into this Agreement and which have not heretofore been bargained upon and which are finally determined by proper authorities to be subject to collective bargaining.
6. Either the Union or the Company shall have the right at any time to notify individual employees directly of any provision of this Agreement.



EXHIBIT B

**CURRENT Alphabetical Listing**

Labor Grade	Job Code	Job Title	Min Rates 2020 - 2025	Max Rates Effective Upon Ratification	GW May 14, 2021(3%)	GW May 13, 2022 (2.5%)	GW May 12, 2023 (3%)	GW May 10, 2024 (3%)
20	415A	Checkout Mechanic & Inspector Mechanical Sys&Electrical Electrc	\$33.00	\$45.17	\$46.53	\$47.69	\$49.12	\$50.59
20	412A	Checkout Mechanic Electronic System	\$33.00	\$45.17	\$46.53	\$47.69	\$49.12	\$50.59
20	409A	Checkout Mechanic Mechanical Systems	\$33.00	\$45.17	\$46.53	\$47.69	\$49.12	\$50.59
20	413A	Inspector-Assembly & Elect Electronic	\$33.00	\$45.17	\$46.53	\$47.69	\$49.12	\$50.59
10	7293	Inspector-Receiving	\$21.00	\$38.74	\$39.90	\$40.90	\$42.13	\$43.39
11	7303	Inspector-Shipping	\$22.00	\$38.96	\$40.13	\$41.13	\$42.36	\$43.63
18	414A	Machinist	\$27.00	\$41.79	\$43.04	\$44.12	\$45.44	\$46.80
19	3393	Machinist-Research Technician	\$30.00	\$42.92	\$44.21	\$45.32	\$46.68	\$48.08
8	117A	Material Control Clerk	\$19.50	\$33.15	\$34.14	\$34.99	\$36.04	\$37.12
8	152A	Material Handler	\$19.50	\$33.15	\$34.14	\$34.99	\$36.04	\$37.12
15	411A	Mechanic-Eletrical & Electronic	\$23.00	\$40.47	\$41.68	\$42.72	\$44.00	\$45.32
15	410A	Mechanic-Structrual & Mechanical Sys	\$23.00	\$40.47	\$41.68	\$42.72	\$44.00	\$45.32
15	402A	Metallic/Nonmetallic Fab & In	\$23.00	\$40.47	\$41.68	\$42.72	\$44.00	\$45.32
10	7473	Painter-Production	\$21.00	\$38.74	\$39.90	\$40.90	\$42.13	\$43.39
17	160A	Site Support Mechanic	\$25.00	\$41.43	\$42.67	\$43.74	\$45.05	\$46.40
19	126A	Tool Maker	\$30.00	\$42.92	\$44.21	\$45.32	\$46.68	\$48.08

**FUTURE Alphabetical Listing**

Labor Grade	Job Code	Job Title	Min Rates 2020 - 2025	Max Rates Effective Upon Ratification	GW May 14, 2021(3%)	GW May 13, 2022 (2.5%)	GW May 12, 2023 (3%)	GW May 10, 2024 (3%)
10	729B	Inspector-Receiving	\$21.00	\$33.19	\$34.19	\$35.04	\$36.09	\$37.17
11	730B	Inspector-Shipping	\$22.00	\$33.36	\$34.36	\$35.22	\$36.28	\$37.37
8	117B	Material Control Clerk	\$19.50	\$28.73	\$29.59	\$30.33	\$31.24	\$32.18
8	152B	Material Handler	\$19.50	\$28.73	\$29.59	\$30.33	\$31.24	\$32.18
15	411B	Mechanic-Eletrical & Electronic	\$23.00	\$34.57	\$35.61	\$36.50	\$37.60	\$38.73
15	410B	Mechanic-Structrual & Mechanical Sys	\$23.00	\$34.57	\$35.61	\$36.50	\$37.60	\$38.73
15	403B	Metallic/Nonmetallic Fab & In	\$23.00	\$34.57	\$35.61	\$36.50	\$37.60	\$38.73
10	747B	Painter-Production	\$21.00	\$33.19	\$34.19	\$35.04	\$36.09	\$37.17
17	160B	Site Support Mechanic	\$25.00	\$35.33	\$36.39	\$37.30	\$38.42	\$39.57

**Alphabetical Listing**

(Manufacturing Planning and Tool Design Unit)

Labor Grade	Job Code	Job Title	Min Rates 2020 - 2025	Max Rates Effective Upon Ratification	GW May 14, 2021(3%)	GW May 13, 2022 (2.5%)	GW May 12, 2023 (3%)	GW May 10, 2024 (3%)
2	047A	Planner-Electrical/Electronics	\$30.00	\$44.06	\$45.38	\$46.51	\$47.91	\$49.35
2	042A	Planner-Machine Parts/Structures/Installations	\$30.00	\$44.06	\$45.38	\$46.51	\$47.91	\$49.35
2	040A	Tool Designer	\$30.00	\$44.06	\$45.38	\$46.51	\$47.91	\$49.35

**EXHIBIT C****A GLOSSARY NEGOTIATED BY THE COMPANY AND UNION FOR PREPARING UNIFORM JOB DESCRIPTIONS  
AND ALLOWING UNIFORM APPLICATION OF EXISTING JOB DESCRIPTIONS**

\*\*\*\*\*

The following terms and words are given definition and meaning to clearly indicate the common and consistent interpretation to be placed in them by all persons using the job descriptions:

**1. ELECTRICAL AND ELECTRONIC PRODUCT ITEMS****CHECK, CONTINUITY**

A method of verifying the proper hookup of wires in a component, sub-unit, unit, sub-system or system by using electrical current to test for opens, shorts and unwanted resistance to grounds. May include testing for alternate paths of current flow.

**CHECK, FUNCTIONAL**

A series of measurements which are made for the purpose of ascertaining whether the unit, sub-system or system under test meets performance requirements as listed in specifications, manuals or blueprints or requires corrective measures.

**CHECK, OPERATIONAL**

A complete check of an entire completed system and always takes place on a completely assembled product such as a digital computer, test console or a completely married system which represents the entire system of a product. Checks include diagnosing malfunctions and taking corrective action.

**COMPONENT**

One of the parts in a circuit or assembly which is usually not subject to disassembly such as transistors, diodes, capacitors, resistors, transformers, switches, connectors, I.C.'s (integrated circuits), semiconductor device.

**SUB-SYSTEM**

A combination of units or sub-units comprising a portion of a system, but which is usually not capable of performing a complete operational function. Example: radar antenna, armament control computer.

**SUB-UNIT**

A combination of components and wiring mounted on a common base and forming a portion of a unit. Replaceable as a whole but having components which are individually replaceable.

**SYSTEM**

A combination of two or more units or sub-systems which is capable of performing a complete operational function. Examples: fire control system, inertial navigation system, digital computer.

**UNIT**

A combination of components, wiring and/or sub-units mounted together which performs a complete function. Examples: power supply, amplifier assembly, transmitter, voltage and phase indicator.

**WIRE HARNESS**

A group of wires assembled together for subsequent installation. Usually prepared on a jig board which controls the shape, grouping, length and terminal points.

**2. GENERAL ITEMS AND WORK OPERATIONS****DEVELOPMENTAL PARTS**

Are parts which are intended for use on experimental or developmental products (i.e., one or a few products designated as being actually or potentially subject to major modification or change). These are usually produced singly or in small lots using standard tooling, improvised tooling or newly constructed production tooling. The use thereof in a job description does not imply a restricted level of difficulty unless such intention is clearly and specifically indicated.

**DRAW, DEEP**

Means the relation of depth of draw to its other dimensions is such that it is distinguished from moderate or shallow draws by custom.

**DRAW, DRAWING**

Means the forming of sheet metal or other material by pressing it into a die while at the same time retarding movement of the metal into the die by mechanical holding as with draw rings.

**1 EXPERIMENTAL PARTS**

2 ARE PARTS WHICH ARE INTENDED FOR USE ON EXPERIMENTAL OR DEVELOPMENTAL PRODUCTS. THESE  
3 ARE USUALLY PRODUCED SINGLY OR IN SMALL LOTS, USING STANDARD TOOLING, IMPROVISED  
4 TOOLING, OR NEWLY CONSTRUCTED PRODUCTION TOOLING. THE USE THEREOF IN A JOB DESCRIPTION  
5 DOES NOT IMPLY A RESTRICTED LEVEL OF DIFFICULTY UNLESS SUCH INTENTION IS CLEARLY AND  
6 SPECIFICALLY INDICATED. EXPERIMENTAL WORK, DEVELOPMENTAL WORK (DOES)

7 Means to experiment with the process or operation (assembly and/or fabrication) in order to develop new or improved  
8 methods, or means to build or make new assemblies and installations where exercise of a thorough knowledge of the  
9 shop theory involved is necessary and further is a recognizably difficult assignment which is characterized by requiring  
10 ingenuity (skill in devising) and originality (creative in doing) to accomplish the assignment satisfactorily. It does not  
11 include work done by a usual or established manner, process or operation on a part even when such part will later be  
12 used on an experimental or prototype product.

**13 FABRICATES COMPLETELY**

14 Means to perform all necessary fabrication operations required to produce a finished article ready for use in an  
15 assembly.

**16 FABRICATION, FABRICATES**

17 Means work operations on raw materials and partially manufactured parts which increase its or their value and utility.

**18 LAYOUT (N), LAYS OUT (V)**

19 Means the actual marking of location and/or reference points and lines on the material, part, tool or assembly worked  
20 on. Layout in itself does not imply a high level of difficulty or skill since it can be a simple work operation such as  
21 measuring a length on a piece of lumber and marking a line or point at which it is to be sawed, marking lines on  
22 pavement with a chalk line preparatory to painting or scribing around a furnished template laid on flat stock. On the  
23 other hand, layout can be a difficult work operation which requires much skill, knowledge and experience to make the  
24 necessary computations, part setup, precise measurements and markings, and interpretation of complex blueprints  
25 such as on a complex die or casting requiring layout to establish locations for coordinated hold patterns, compound  
26 angles and/or irregular contours.

**27 LAYOUT OF PART**

28 Means the marking of points and lines which will determine the exact nature and dimensions of the part after machining  
29 or fabrication operations have been performed. Layout of this nature is an integral and necessary step in the fabrication  
30 of the part.

**31 LAYOUT, PROGRESSIVE**

32 Is the layout for a machining or other fabrication operation which is continued (or completed) after the fabrication  
33 operation has been performed. Progressive layout is often necessary when initial machining operations would remove  
34 scribed reference marks for subsequent operations, or is advantageous when the machining operation produces a good  
35 reference plane or point for further layout operations.

**36 LAYOUT OF REFERENCE LINES AND POINTS**

37 Means the marking of points and lines to aid or guide the workman in performing a given operation. It often indicates  
38 points and lines from which precision measurements will be taken although the points and lines themselves need not  
39 have been located exactly. Layout of this nature is often optional rather than necessary as the purpose can be to reduce  
40 the number of measurements, limit gross errors, or to permit working to closer than specified tolerances.

**41 PICKUP WORK, PICKUP**

42 Means the performance out of usual or normal sequence work operations which have been omitted by intention or of  
43 necessity (as part shortage or rushed schedule) or by oversight (as failure to drill a hole, make a cutout or install a part).  
44 Pickup work does not of itself establish a high or higher level of difficulty since work done out of sequence is very often  
45 of the same difficulty or within the same level of difficulty as when done in sequence. Therefore, the level of difficulty  
46 intended is to be determined from the composite job description and compared with the actual pickup work in question.

**47 REPAIR**

48 Means to restore a part or assembly to its original state or utility after it has been damaged by accident or by wear. It  
49 does not have the same meaning as 'rework'.

**50 REWORK**

51 Means to undo and then do over work previously accomplished (normally by others) in order to correct errors or make  
52 it conform to changed specifications. Rework can be simple or difficult according to its nature and variety, therefore, the  
53 level of difficulty intended is to be determined from the composite job description (see repair).

**54 SETUP (N), SETS UP (V)**

55 Is a broad term which becomes specific only according to its usage and application to machines and/or operations  
56 concerned. It includes the various necessary physical work operations or steps (other than layout) which must be  
57 accomplished before actual fabrication can proceed. Setup of a machine might include securing material to machine  
58 bed at the proper angle for cutting, selecting, aligning and setting cutting tool, setting speeds and feeds, adjusting  
59 coolant flow, or perhaps oiling the machine itself. In most assembly operations, setup (e.g., positioning parts, obtaining

parts) is so closely intermingled with fitting and joining together that setup is not customarily designated as such. This is generally true of operations where machine operation is not the primary job factor.

### TEND

Means that an automatic or almost automatic function is taking place which requires little or no direct control by the worker. To `tend' a machine would include watching its operation after the setup has been made (usually by others), periodically checking work produced, starting and stopping, loading material in machine, removing finished part, making minor adjustments to machine which do not involve extensive knowledge of setup, and notifying proper personnel when machine or part trouble develops.

### TRAINING AND EXPERIENCE

Training refers to time to acquire skill through instruction, demonstration and controlled or practice operation. Experience refers to time to acquire skill through actual performance of the work itself or of pertinent elements of closely related work. Training does not include schooling or formal training in reading, writing and simple arithmetic, since this is basic for all aircraft occupations. More advanced formal training which would substitute directly for job techniques normally acquired by actual experience on the job, such as shop algebra, shop geometry, shop trigonometry, blueprint reading, lofting practice and technical trade knowledge can be counted as equivalent training and experience in the case of an individual worker.

## 3. INFORMATION SOURCES

### AS DIRECTED

Means that some determinations connected with the work operation described are usually and normally made by others and are given or made known to the worker directly concerned with the assignment. Use of this term does not mean that the details and determinations involved need be repeated each time an identical or very similar work assignment is made or work operations performed, nor, does it preclude use of independent judgment by the worker.

### AS REQUIRED

Means that the work operation function or job duty is usually and normally performed after or as a direct result of an order, work assignment or request from recognized supervisory personnel and/or has been used in some instances to mean an occasional or incidental job requirement. The intended meaning is evident from the nature of the job duty described.

### ASSEMBLY AND INSTALLATION INSTRUCTIONS

Books, manuals, or individual sheets which denote and illustrate, in sequence, operations required for the assembly and installation of such items as components, harnesses, sub-units and units. Includes such items as break-out illustrations of items being assembled, step-by-step operations and related plug and wire charts.

### ASSISTS

Means that the assistance given can be for the accomplishment of work of a higher level of difficulty than that defined in the lower classified worker's job description without affecting the assisting worker's job classification. The worker assisted is held responsible for the satisfactory completion of such work assignment. The assisting worker is not expected to work wholly independently but rather cooperatively and, further, is entitled to and should receive the guidance and instruction considered usual and normal under these circumstances.

### BLUEPRINTS, DETAIL

Are any class of blueprints which give necessary detailed information for fabricating one or more parts.

### BLUEPRINTS, DETAIL ASSEMBLY

Are blueprints which provide information for assembling parts together with the necessary information for making some or all of the individual parts.

### BLUEPRINTS, MAJOR ASSEMBLY AND INSTALLATION

Are blueprints which provide information for the installation and/or assembly of fabricated and accessory parts into the airplane during final assembly, and for the construction of such major assemblies as fuselage, wing, empennage, and engine control stand.

### BLUEPRINTS, MINOR ASSEMBLY

Are blueprints which furnish the worker with information for assembling a number of parts; these blueprints frequently also serve to give information for routing the component parts into the assembly department.

### JIG LAYOUT SHEET (PAPER TEMPLATE)

Represents the actual size of wire harness and indicates pin locations, routing of wires, terminal points, wire cut-off points, location of plugs, terminals and ties. Template is laid over the board and pins are located by marking through the template.

### MANUFACTURING OUTLINE SHEETS

These sheets or cards furnish all or some of the following information: the order or sequence in which operations are to be performed, the tools to be used, the production tooling available and its tooling identification number, machine feeds and speeds and special manufacturing instructions, if any. This refers to operation sequence sheets, process sheets,

1 operational sheets or cards, manufacturing operation cards, and other written information furnished the operator of the  
2 same nature and for the same use and purpose.

### 3 MOCKUP INSTRUCTIONS

4 Used in connection with assembly of prototype units. Information is incomplete and reference to additional mockup  
5 information is required.

### 6 PICTORIAL-TYPE BLUEPRINTS

7 Engineering drawings which provide a two-dimensional view of an item comparable in clarity and used in lieu of  
8 production illustrations.

### 9 PRODUCTION ILLUSTRATIONS

10 Photographs or sketches which are used as an aid in visualizing parts and/or their assembly and are usually isometric,  
11 perspective, pictorial or third angle projection drawings. Dimensions might be shown also.

### 12 PRODUCTION ILLUSTRATIONS-ELECTRICAL AND ELECTRONICS

13 Photographs, flat views or perspective drawings of such items as components, wiring harnesses, units and sub-units,  
14 parts and/or their assembly which provide clear and distinct images of the actual item for assembly or fabrication  
15 purposes. Usually include color designations, identifications, wire routing, hookup locations; dimensions may also be  
16 shown.

### 17 SCHEMATIC DIAGRAMS-ELECTRONICS

18 Blueprints of electronic circuits which provide all information relative to circuit design. Circuit function and signal flow  
19 are identified by schematic symbols and codes representing the type and value of components. Do not indicate  
20 component locations, wire routing or assembly sequences.

### 21 SHOP PRACTICE

22 Means the generally accepted method of performing a basic, common or usual operation under specified conditions. It  
23 covers the knowledge which is common to the occupation itself and to most manufacturing shops using the operation  
24 under consideration. Besides knowledge and ability to use required hand tools and equipment, it includes knowledge  
25 of general safety practices, conduct, rules of cleanliness, neatness, good housekeeping and care of equipment. When  
26 used in the phrase `shop practices and procedure', practice need not imply other than practices or methods learned or  
27 acquired at any one shop.

### 28 SHOP PROCEDURE

29 Means the way custom and management of the particular company require, wish or specify the work to be performed.  
30 It includes the departmental and company rules, procedures and policies made known to the employee for his  
31 information and expected compliance. It covers or implies having sufficient knowledge of organization, management  
32 and physical details of the company to perform satisfactorily the required work in a generally harmonious manner.

### 33 SHOP THEORY

34 Means the comprehensive craft knowledge and special skills associated with the particular trade and related trades  
35 without which advanced work of high quality, quantity, and uniformity may not be performed. A thorough knowledge of  
36 shop theory is considered necessary to accomplish the more difficult and diversified work of an occupation and includes  
37 a real understanding of the capacities as well as limitations of the machines and skills used in the trade. It implies a  
38 knowledge of `why' as well as `how' a given task should be done. It is acquired by a combination of observation,  
39 experience and schooling.

### 40 STANDARD IN DESIGN

41 Means that construction and purpose are common to the company or shop. It implies that a lower level of difficulty is  
42 involved than when `not standard in design' is used.

### 43 WHEN REQUIRED

44 Means that the work operation, function or job duty is usually and normally performed after or as a direct result of an  
45 order or request from recognized supervisory personnel and/or means that it is required or necessary only rarely or  
46 when exceptional circumstances exist.

### 47 WIRE (WIRING) DIAGRAMS

48 Blueprints of electronic and electrical circuits which provide information relative to the physical arrangement of all wiring.  
49 Illustrate point-to-point wire routing and wire groupings. Lists of wires comprising the diagrams may be included.

### 50 WIRE LISTS

51 Listings of wire information which usually include the kind, type, size, length and color of wires, as well as the originating  
52 and termination points.

### 53 WIRE LIST WORK SHEETS

54 Provide information for fabrication of wires. Includes wire number, quantity, length, type, lug number, pigtail and tinning  
55 requirements.

#### 4. TEST INSTRUMENTS AND CHECKING OPERATIONS

##### CALIBRATION

Comparison between two instruments or devices, one of which is a company standard of a known accuracy, to detect, correlate and adjust any variation in accuracy of instrument or device being compared.

##### CHECK, FUNCTIONAL, AEROSPACE VEHICLES

Means to determine or ascertain whether a component, sub-unit, unit or portion of a system performs the function for which it is intended. Examples: landing gear system, surface control system, fuel system, checking lines for leaks, power plant system, transmitting, receiving and inter-communication system. Check includes diagnosing malfunctions and initiating corrective action.

##### CHECK, OPERATIONAL, AEROSPACE VEHICLES

Means making a complete check of an entire completed independent system and always takes place on a completely assembled aerospace vehicle such as an airplane or missile to determine whether the system or systems perform to operating requirements. Examples would include the complete fire control system, inertial navigation system, hydraulic and surface control system, power plant and fuel supply systems. Checks include diagnosing malfunctions and initiating corrective action.

##### CHECK, VISUAL

Means detecting with the naked eye, or with such aids as mirrors, obvious defects and imperfections. The use thereof implies sufficient knowledge and familiarity on the part of the worker to make the required identification. Such check would uncover incomplete assembly (missing parts or operations), visible surface cracks, badly driven rivets, and similar conditions.

##### WORKING INSTRUMENTS, TEST EQUIPMENT

All instruments or devices which are calibrated to company standards and are used for making measurements or controlling processes related to a product.

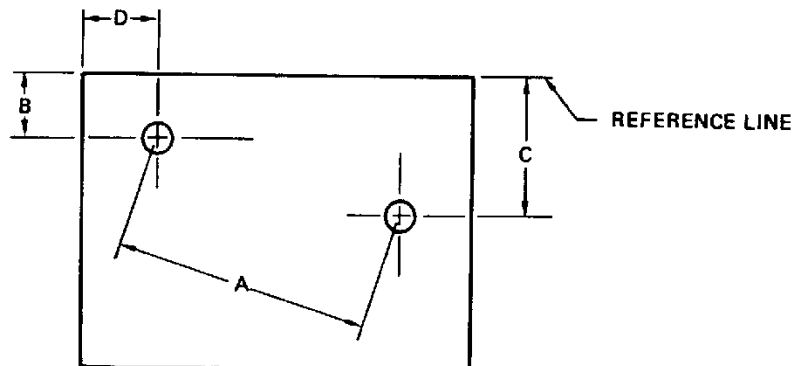
##### COMPANY STANDARDS

- a. Reference Standards: All instruments or devices within the company which are used as primary standards of reference and which are calibrated or checked by direct reference to the National Bureau of Standards.
- b. Transfer Standards: All instruments or devices used to transfer measurements from reference standards to working standards, or which are used in lieu of reference standards to avoid wear or deterioration.
- c. Working Standards: All instruments or devices used to calibrate working instruments and which are in turn calibrated by reference standards or by transfer standards.

#### 5. TOLERANCES AND DIMENSIONS

##### COORDINATED TOLERANCES, COORDINATED DIMENSIONS

These expressions are used only when exacting tolerances are implied, i.e., exacting tolerances are to be associated always with 'coordinated dimensions', 'coordinated tolerances' unless modified expressly. It should be understood that the mere location of a point by two or more reference dimensions does not in itself mean that the dimensions themselves are coordinated. An example of truly coordinated dimensions is shown in the following: the precision dimension between two holes must be held while at the same time the precision dimensions locating each of the holes must also be held with respect to another reference point or line. As an example:



##### TOLERANCES, CLOSE

Means those tolerances which require the worker's close attention and requires directed effort during setup and/or operation to hold, but which are within the normal capacity of the machine. Also, means those tolerances which require a fairly skillful use of hand tools and/or assembly techniques to hold. This term expresses a level of difficulty required to obtain or hold the tolerance rather than a preciseness of linear, angular or other measurement.

## 1 TOLERANCES, EXACTING

2 Means those tolerances which, to obtain or hold, require extra careful attention and the application of much job  
 3 knowledge on the part of a skilled workman, whether on machine or hand operations. These tolerances would be  
 4 difficult, if not impossible, for a semi-skilled or unskilled workman to hold consistently with good output. This term  
 5 expresses a level of difficulty required to obtain or hold the tolerance rather than a preciseness of linear, angular or  
 6 other measurement.

## 7 TOLERANCES, MODERATE

8 Means those tolerances which, to obtain or hold, require only ordinary care and skill on the part of the worker. Also,  
 9 means those tolerances which are wholly or almost wholly held by jigs, tools, molds, dies and other tooling and, no  
 10 matter how critical or precise, are largely beyond the control of the worker in the normal performance of the job. This  
 11 term expresses a level of difficulty required to obtain or hold the tolerance rather than a preciseness of linear, angular  
 12 or other measurement.

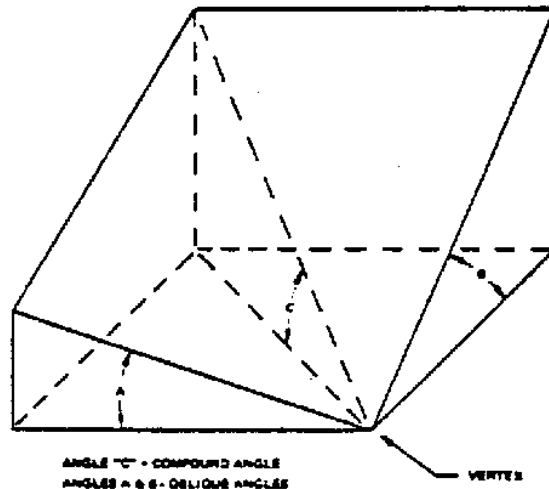
## 13 6. TOOLING AND SHAPES

## 14 ADAPT TOOLING

15 Means to modify, alter or change furnished tooling to accommodate a specific need without altering the basic design.

## 16 ANGLE, COMPOUND

17 Means the angle between the two non-coinciding sides of two oblique angles which are in different planes and have a  
 18 vertex and one side in common. Making a compound angle usually presents a coordinating tolerance problem since it  
 19 results from the holding within tolerances of two adjoining component angles. As an example:

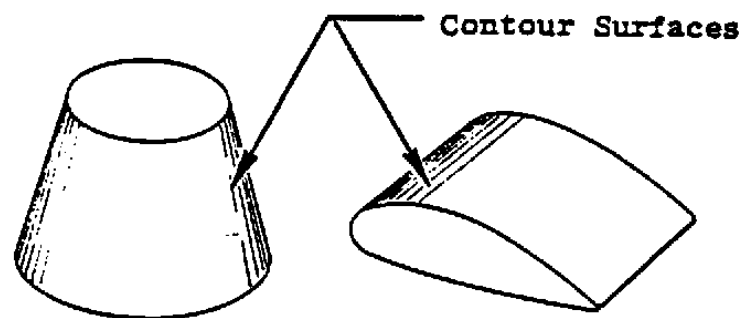


## 20 ASSEMBLY JIGS

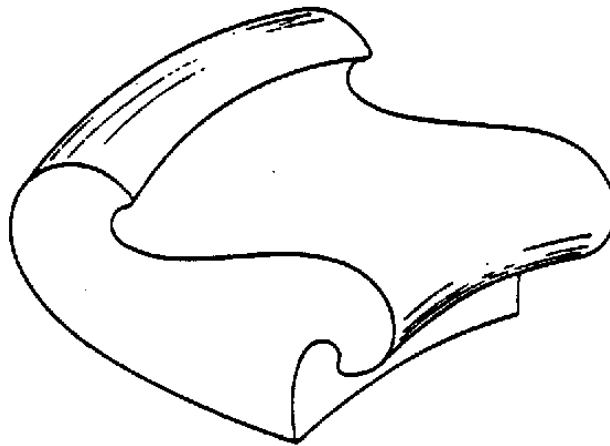
21 Are those jigs which facilitate holding and aligning a set of parts for fabrication or assembly operations.

## 23 CONTOUR

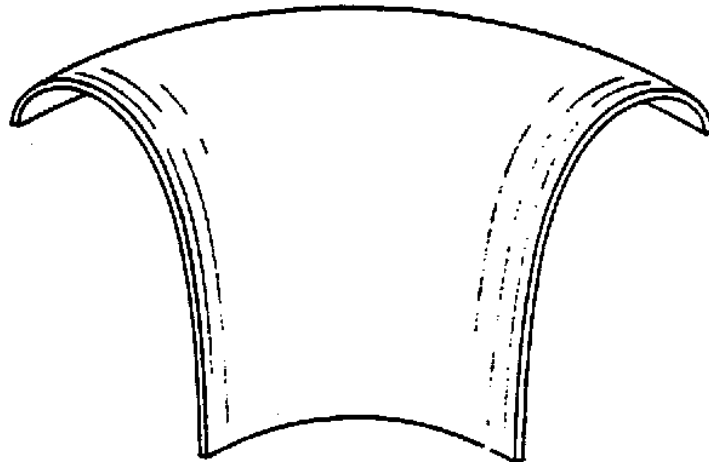
24 Means a curved surface having a radii of different lengths, all of which lie in parallel planes or the same plane, such  
 25 planes being perpendicular to the curved surface, or means a curved line having radii of different lengths, all of which  
 26 are in the same plane. The surface of a cone or section thereon, a typical airfoil surface, the curved edge of a profiled  
 27 plate and the curved layout line guiding the making of a router block are examples. Contour surfaces composed of  
 28 sections of cylinders and edges whose profile is a section of a circle are excluded since the radii are the same length.  
 29 As an example:



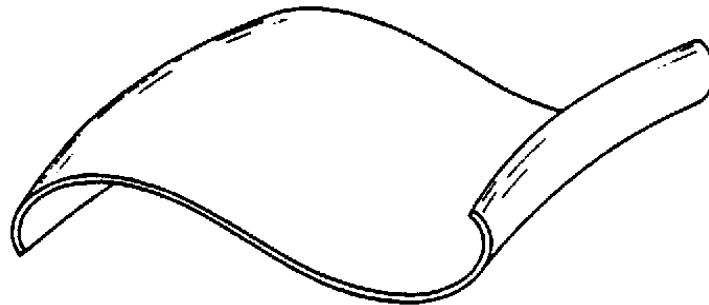
- 1 **CONTOUR, COMPLEX**  
 2 Means a curved surface of unusual shape and variability. As an Example:



- 3  
 4 **CONTOUR, COMPOUND**  
 5 Means a curved surface having radii of different lengths which lie in non-parallel planes. Compound contours are typical  
 6 of stretch press and drop hammer dies. As an example:



- 7  
 8 **CONTOUR, REVERSE**  
 9 Means a compound contour that reverses its curvature so that it has both concave and convex portions. As an example:



10  
 11  
 12 **HAND TOOLS**

13 These include hand tools normally used by the workman in the performance of the occupation, such as files, rasps,  
 14 deburring tools, chisels, saws, hand drills, screw drivers, pliers, wrenches, hammers, mallets and punches.

15 **HAND TOOLS, MACHINISTS'**

16 No definite distinction is implied by prefixing 'machinists' to 'hand tools'. Use of this or other trade names as carpenters',  
 17 instrument makers', electricians' and masons' does not imply a strict limitation on hand tools used; e.g., wire cutters  
 18 (electricians') might be used by a mason laying wire reinforced brick or tin snips (sheet metal workers') by a carpenter  
 19 to cut a square of sheet metal to cover a knot hole.



**1 HOLDING FIXTURES**

2 Refers to tooling designed to hold the work so that machining, installation, assembly or layout operations are facilitated.

**3 HOLDING FIXTURES, PRODUCTION**

4 Are those designed to hold or align one part or one assembly. Holding jigs are included in this class.

**5 HOLDING FIXTURES, STANDARD**

6 Are those which can be used on a wide variety of parts and which are usually found in all well-equipped shops of similar  
7 nature. They are a portion of the Standard Tooling category concerned principally with holding the work.

**8 IMPROVISES AND ADAPTS STANDARD TOOLING**

9 Means to use standard tooling (see definition) in order to secure and align part or otherwise aid or expedite fabrication.  
10 It implies that exercise of skill and ingenuity is required and the problems involved are not solved by standard or simple  
11 means.

**12 IMPROVISE TEMPORARY TOOLING**

13 See 'improvises tooling'. Means, in addition, that the tooling is intended for temporary use only and is made or adapted  
14 from equipment, material and tooling on hand.

**15 IMPROVISES TOOLING**

16 Means that a worker, to accomplish a given task, recognizes the need for and exercises his ingenuity and skill to create  
17 a mechanical aid which will permit doing the work with greater exactness, rapidity and/or facility. The fact that tooling is  
18 improvised need not affect the classification since it might be simple or complex, necessary or unnecessary, authorized  
19 or unauthorized.

**20 TOOLING, PRODUCTION**

21 Is specially designed tooling to facilitate production operations on any number of same or similar parts. This type of  
22 tooling is developed to hold regular and irregular shaped parts in proper machining position, and to minimize or eliminate  
23 setup and layout. This is a general term usually associated with machining operations on lot or mass production parts  
24 and assemblies.

**25 TOOLING, STANDARD**

26 Means those tools or tooling used on the same or different types of machines or operation, principally in making a setup  
27 for either layout or machining and occasionally for bench or assembly work and which further are found commonly in  
28 nearly all shops and industries performing similar operations. In the machine shop, it would include vee-blocks, parallel  
29 bars, angle plates, chucks, collets, machine vises, a wide variety of clamps, bolts, locks and wedges. In bench or  
30 assembly work, it would include surface plates, table vises, and various common attachments used on portable and  
31 stationary tools to permit holding the work or increasing the scope of the tool.

**32 7. PLANNING****33 DESIGNATED PROJECT**

34 An assignment where Management has designated the responsibility for the overall planning and documentation for a  
35 product and/or division of planning work.  
36





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Attachment Number 1  
June 25, 1996

Mr. Roy O. Wyse  
Secretary—Treasurer & Director  
UAW National Aerospace Department  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Subject: Recognition – Successorship – Neutrality

Dear Mr. Wyse:

During negotiations resulting in the 1996 Master Agreement, the parties discussed the issues of recognition, successorship, and neutrality. The Union expressed concern regarding these issues and the potential effect on their bargaining unit.

Both parties recognized the close, mature working relationship between the Company's Aerospace Businesses and the Union that has developed over many years. The parties emphasized their success in resolving past recognition, successorship, neutrality and other issues of concern based on this sound relationship.

The parties agree that should recognition, successorship or neutrality issues arise during the prescribed term of this Agreement, the Aerospace & Defense Vice President, Human Resources and the Secretary-Treasurer and Director, National Aerospace Department of the Union, or their designated representatives, will meet to discuss and mutually resolve the issues.

Very truly yours,

G. L. Phelps  
Director  
Employee & Labor Relations

AGREED: \_\_\_\_\_

Roy O. Wyse

3 **MEMORANDUM OF INTENT ON DRUG POLICY**  
4

5 Both parties fully support the need to maintain a drug free workplace, to identify employees who are using illegal drugs and  
6 to assist those employees to obtain treatment. Toward those ends, the parties have developed the Boeing/UAW Joint  
7 Substance Abuse Recovery Program, which is intended to help employees find effective counseling and rehabilitation  
8 programs. The Company agrees to provide employees who have verified positive tests an opportunity for rehabilitation,  
9 except where termination for independent reasons is appropriate. The Company agrees to offer supervisor drug awareness  
10 training to officials of the Union, when such training is provided.

11  
12 It is agreed that should legislation, regulations or court decisions require that the Company's programs be changed, the  
13 parties will meet to review the program and make necessary or appropriate changes.  
14

15 Nothing in this letter shall be construed to limit the Company's right to impose discipline for cause in substance abuse cases.  
16 The Union reserves the right to grieve whether the Company's program is consistent with this letter.  
17

1  
2 Attachment Number 3  
3

4 June 25, 1996  
5  
6

7 Mr. Roy O. Wyse  
8 Secretary—Treasurer & Director  
9 UAW National Aerospace Department  
10 8000 East Jefferson Avenue  
11 Detroit, Michigan 48214  
12

13 Subject: Equalization of Overtime  
14  
15

16 Dear Mr. Wyse:

17 In discussions between the parties in regard to Article XVII, Section 2(a):  
18 "Extra work in periods of overtime operations shall be equalized among the employees in the group engaged in similar work  
19 as far as practical."

20 The parties agree that the original intent of this language was very clearly understood to indicate to Management that every  
21 reasonable attempt should be made to equalize the overtime within the group.

22 Ongoing disputes involving equalization of overtime shall be referred directly to the Director of Labor Relations and the  
23 Chairman of the Bargaining Committee for resolution.  
24

25 Very truly yours,  
26  
27

28 G. L. Phelps  
29 Director  
30 Employee & Labor Relations

1 Attachment Number 4

2  
3 Mr. Roy O. Wyse  
4 Secretary—Treasurer & Director  
5 UAW National Aerospace Department  
6 8000 East Jefferson Avenue  
7 Detroit, Michigan 48214

8  
9 Subject: CAD-CAM System—Manufacturing Planning &  
10 Tool Design Unit

11  
12  
13 Dear Mr. Wyse:

14 During the 1981 negotiations pertaining to the Manufacturing Planning and Tool Design Unit, the Company assured the  
15 Union that the CAD-CAM System would not be used to obviate the provisions of Article XVI, Section 7(b) of the parties'  
16 Agreement.

17  
18 Very truly yours,

19  
20  
21  
22 G. L. Phelps  
23 Director  
24 Employee & Labor Relations

1 Attachment Number 5

June 25, 1996

2

Revised May 16, 2020

3

4 Mr. Roy O. Wyse  
5 Secretary-Treasurer & Director  
6 UAW National Aerospace Department  
7 8000 East Jefferson Avenue  
8 Detroit, Michigan 48214

9

10 Subject: Pay for Union Representatives – Negotiations

11

12 Dear Mr. Wyse:

13 I propose the following:

14 For the negotiations activity scheduled to commence on or about this date, the Company will compensate union  
15 representatives participating in these negotiations as follows:

16 • Those representatives who are normally considered `full-timers' and normally paid by the Company, i.e., bargaining  
17 committeemen, and wage/seniority coordinators, the Company will pay five days per week, eight hours per day, providing  
18 they are not replaced by other union representatives during these negotiations.

19 • For those representatives who are not normally considered `full-timers' but are normally paid by the Company when  
20 engaged in productive work on Company premises, i.e., certain Local Union officers, the Company will pay three days  
21 per week, eight hours per day.

22 If the Union agrees with the above, please advise, and I will make sure that the divisions are instructed accordingly.

23

24 Very truly yours,

25

26 G. L. Phelps  
27 Director  
28 Employee & Labor Relations

29



June 25, 1996

2  
3 Mr. Roy O. Wyse  
4 Secretary-Treasurer & Director  
5 UAW National Aerospace Department  
6 8000 East Jefferson Avenue  
7 Detroit, Michigan 48214

8  
9 Subject: Grievances – Reinstatement of

10  
11  
12 Dear Mr. Wyse:

13 During the negotiations of the 1981 Aerospace Master Agreement, the parties acknowledged the desirability of ensuring  
14 prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable  
15 effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both  
16 subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose  
17 for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.  
18 However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or  
19 Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition  
20 was improperly effected by the Union or a Union representative involved, the Director—National Aerospace Department of  
21 the International Union may inform the Company's Aerospace and Defense Vice President, Human Resources in writing  
22 that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance  
23 occurred.

24 It is agreed, however, that the Company will not be liable for any claims arising out of the grievance that either are already  
25 barred under the provisions of the aforementioned Aerospace Master Agreement at the time of the reinstatement of the  
26 grievance or that relate to the period between the time of the original disposition and the time of the reinstatement as provided  
27 herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of  
28 the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against  
29 the Company in the grievance procedure, or in any court or before any Federal, State, or municipal agency.

30  
31 Notwithstanding the foregoing, a decision of the arbitrator on any grievance shall continue to be final and binding on the  
32 Union and its members, the employee or employees involved and the Company and such grievance shall not be subject to  
33 reinstatement.

34 This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of  
35 the aforementioned Aerospace Master Agreement, except as specifically limited herein, and does not affect sections thereof  
36 that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide  
37 for the final and binding nature of any decisions by the arbitrator or other grievance resolutions.

38 It is understood this letter and the parties obligations to reinstate grievances as provided herein can be terminated by either  
39 party upon thirty (30) days notice in writing to the other.

40 It is agreed that none of the above provisions will be applicable to any case settled prior to July 1, 1984.

41  
42 Very truly yours,

43  
44  
45 G. L. Phelps  
46 Director  
47 Employee & Labor Relations  
48  
49

3  
4 **MEMORANDUM OF UNDERSTANDING**  
5 **SKILLS DEMONSTRATION EXERCISES**  
6

7 In order to provide a fair, consistent and objective means for an employee to demonstrate whether or not they have the  
8 basic knowledge and skill required for entry into a particular job classification, the Union recognizes the Company's right to  
9 administer skills demonstration exercises to candidates for certain job vacancies and/or anticipated job vacancies. Such  
10 skills demonstration exercises will be jointly reviewed/developed by the Company and the Union.  
11

12 In order to effect such review and development, the Chairperson of the Bargaining Committee will designate one (1)  
13 bargaining unit employee to participate in such reviews/development. If the employee selected by the Union is not  
14 releasable/available, the Company may require another selection. The Site Director will designate one (1) non-bargaining  
15 unit employee to participate in such review(s).  
16

17 When determined necessary, the employees designated will be afforded reasonable time to jointly meet with/question  
18 Company representatives and a selected employee(s) in the classification involved.  
19

20 Disputes involving the content of any demonstration exercise will be referred to the Chairperson of the Bargaining  
21 Committee and Contract Administrator for resolution. If the dispute regarding the demonstration exercise cannot be  
22 resolved, the Company may unilaterally install the demonstration exercise, and the Union will have the right to grieve the  
23 content of the demonstration exercise only when a specific denial to place an employee in a job classification occurs.  
24

25 Skills demonstration exercises may be used, for classifications in labor grade 6 and above, in situations where a candidate  
26 does not have an established seniority right to a job classification. Such situations will include: job bidding; promotion as a  
27 non-bidder including intra -division transfers not in classification, and transfers to an "available job" at time of excess. An  
28 employee who is unable to demonstrate, via the successful completion of a skills demonstration exercise, that they possess  
29 the basic knowledge and skill required for entry into a particular job classification, may attempt, for a second time, to  
30 successfully complete such skills demonstration exercise, no sooner than thirty (30) calendar days from the date of their  
31 first attempt. or after the exhaustion of the "Filling Job Vacancies" priority set forth in Article XI, Section 6 hereof in which  
32 they made their first attempt, whichever is later, as openings remain available or additional openings/anticipated openings  
33 occur. If an employee does not successfully complete the skills demonstration exercise on the second attempt, they may  
34 make a third attempt no sooner than six (6) months from their second attempt as additional openings/anticipated openings  
35 occur. No additional attempts for such particular job classification will be permitted. When the Company is filling job  
36 vacancies in accordance with Article XI, Section 6 hereof, and a skills demonstration exercise may be used, the Company  
37 will attempt to contact employees (including employees on layoff) via telephone, to schedule such skills demonstration  
38 exercise. Such initial attempt to contact employees will be made at least three (3) working days prior to the scheduled skills  
39 demonstration exercise, except by mutual agreement of the parties. The Company will provide the Union with the list of  
40 employees that they attempted to contact. If an employee fails to contact the Company within such three (3) working days,  
41 or fails to report for the scheduled skills demonstration exercise, the employee will be bypassed, and the Company will  
42 continue filling job vacancies, in priority order. If an employee who has previously been bypassed as a result of not having  
43 taken a skills demonstration exercise contacts the Company, and current job vacancies continue to exist  
44 (employees/applicants have not been given a scheduled start date,) such employee will be scheduled one time only to take  
45 a skills demonstration exercise and, if they successfully complete such exercise, will be considered for such remaining job  
46 vacancies  
47

48 Skills demonstration exercises for a particular classification may consist of written examinations, practical exercises, or a  
49 combination of both. An employee must attain an overall score of seventy-six percent (76%) on any written examination  
50 and an overall score of seventy percent (70%) on any practical exercise in order to successfully complete a skills  
51 demonstration exercise.  
52

53 The parties agree that preserving the confidentiality and integrity of the demonstration exercises is of the utmost importance;  
54 consequently, the Company will not provide copies of any written questions, blueprints or projects to the Union for their  
55 retention.  
56

57 The parties recognize that demonstration exercises should be based on the job description for the classification.

58 For the Company: For the Union:  
59 John Messman, Director Jimmy Settles  
60 Employee Relations Vice President & Director  
61 East Region UAW National Aerospace  
62

2  
3  
4 **OFF-SITE ASSIGNMENT**  
5 **OF BARGAINING UNIT EMPLOYEES**  
6

7 1. Occasionally it is necessary for the Company to assign bargaining unit employees to off-site locations both within the  
8 United States and overseas where they perform work which is similar in nature to the work performed within the plant . Such  
9 assignments do not expand the Union's jurisdiction as contained in Article I. When such assignments are made, bargaining  
10 unit employees will be continued on dues check off with their dues submitted to the Local.

11 2. When such assignments are necessary, the Company will make the assignments to qualified employees. In instances  
12 where a qualified employee given the assignment indicates he is unable or unwilling to accept the assignment, the Company  
13 will assign the work to the least senior qualified employee. The Company will expect the employee to accept an off-site work  
14 assignment when work is assigned on this latter basis, unless there are serious extenuating circumstances which preclude  
15 his acceptance of such assignment. (By mutual agreement between the parties, this procedure for making off-site  
16 assignments may be modified to provide for the assignment of more senior employees who may wish to accept the  
17 assignment. Where a number of employees in a classification in a department are determined by the Company to be  
18 qualified for an off-site assignment, the assignment will be given to the most senior of such qualified employees who  
19 indicates a willingness to accept the assignment.)

20 (a) If the off-site assignment is not assigned to the most senior employee in the classification in a department, who has  
21 indicated a willingness to accept such assignment, the Site Leader will advise the Chairperson of the Bargaining Committee  
22 of the reasons for the decision.

23  
24 3. Normal seniority rules applicable to bargaining unit employees at work in the plants or facilities of the area unit do not  
25 apply to employees on off-site assignments. If an employee, prior to being placed on an off-site assignment, had an active  
26 request for Shift Transfer or Job Bid on file, the effect of such application and/or bid will be considered in relation to his  
27 seniority when he returns from his off-site assignment.

28 4. Employees on off-site assignment will normally retain regular bargaining unit classifications. In those instances where  
29 it is appropriate that an employee on off-site assignment have his classification changed in order that the employee be  
30 properly classified and/or compensated, a change in classification will be processed. Such reclassification will not constitute  
31 a vacancy at the employee's home plant or facility for purposes of job posting and bidding or recall. Such change in  
32 classification will be applicable only for the duration of the off-site assignment. When an employee returns from an off-site  
33 assignment, he will exercise his seniority in the last classification they held prior to transfer to the off-site assignment.

34 5. An employee on off-site assignment who has a problem may contact the Chairman of the Bargaining Committee. The  
35 Chairperson of the Bargaining Committee and the Contract Administrator will resolve any questions regarding the  
36 application of time limits to problems raised by employees on off-site assignment.

37 6. The above provisions will be applied as they were during the terms of the previous Agreements.

4 **APPLICATION OF SENIORITY**  
5 **NLRB DECISION 21-UC-10**

- 6 1. If it is determined that an employee should be added to the UAW bargaining unit as a result of the 21-UC-10 decision,  
7 such employees will be added to the bargaining unit and by mutual agreement between the Company and the Union  
8 given date-of-hire seniority. In the absence of mutual agreement between the parties, employees added to the  
9 bargaining unit will be given seniority in accordance with the provisions of Article XI of the current Agreement.  
10
- 11 2. An employee who, prior to the implementation of the 21-UC-10 decision and subsequent to September 30, 1962,  
12 transferred from a 21-UC-10 classification which he had held for at least three consecutive calendar months in the area  
13 unit involved, into the UAW bargaining unit with date-of-entry seniority will be given date-of-hire seniority.  
14
- 15 3. An employee who, prior to the implementation of the 21-UC-10 decision, worked in a 21-UC-10 classification for at least  
16 three consecutive calendar months in the area unit involved and was transferred to a non-bargaining unit classification on  
17 the salary, advanced technical or weekly payroll which was not included in the 21-UC-10 decision will, if he becomes excess  
18 on such payroll, have a right to the last 21-UC-10 classification he held with date-of-hire seniority adjusted in accordance  
19 with the provisions of Article XI, Section 11. Before an employee is returned to a 21-UC-10 classification in accordance with  
20 this provision, Company and Union representatives at the division involved will review the employee's work history to jointly  
21 establish his right to return to a 21-UC-10 classification in accordance with Article XI, Section 11. If the parties do not  
22 mutually agree as to the employee's right to return to a 21-UC-10 classification, the Company will take the action it deems  
23 appropriate and such action will be subject to the problem solving, grievance and arbitration procedures.  
24

1 ATTACHMENT NUMBER 10  
2 JUNE 25, 1996

3 **MEMORANDUM OF UNDERSTANDING**

4 Mr. Roy O. Wyse  
5 Secretary-Treasurer & Director  
6 UAW National Aerospace Department  
7 8000 East Jefferson Avenue  
8 Detroit, Michigan 48214

9 Subject: Deleted Job Classifications—Reinstatement

10  
11 Dear Mr. Wyse:

12  
13 During the course of the 1978 and subsequent negotiations, the parties expressed a desire to eliminate from the  
14 classifications structure those occupations and/or classifications which either (1) have no application in the predictable  
15 future, or (2) are not or have not been populated for a substantial period of time and, like (1) above, have no apparent  
16 application in the predictable future.

17 The Company and the Union have recognized during these negotiations that although such classifications as referred to  
18 above have no application in the predictable future, the possibility does remain that, as a result of new programs or  
19 substantially changed work operations, some or all of these classifications may be needed in the future.

20 In recognition of our mutual objective to eliminate unused classifications and allow for the possibility of future use of these  
21 classifications, we have reached an understanding that the Company shall have the right to reinstate such deleted  
22 classifications during the term of the new agreement and will reinstate such deleted classifications at the request of the  
23 Union through the Wage Committee established under Article XVI, Section 6.

24 If the above is in accordance with your understanding, please indicate your agreement by signing this letter in the space  
25 provided below.

26  
27  
28 Very truly yours,

29  
30  
31 G. L. Phelps  
32 Director  
33 Employee & Labor Relations

AGREED TO: \_\_\_\_\_  
R. O. Wyse

**OVERTIME GROUPS-JOB COMBINATIONS**

5 The parties agreed that overtime groups which are re-established as a result of the job combinations will reflect a starting  
6 overtime balance of ten (10) hours for each of the three shifts upon the effective date of the job combinations.



2  
3 **MEMORANDUM OF AGREEMENT**  
4

5 It is the joint recommendation of the 1996 Negotiation Committee on Classification Combination that the newly agreed upon  
6 classifications be implemented the first Saturday following ratification of a new Agreement. Attached is a listing of the newly  
7 combined classifications and other agreements.

8 It is also recognized that a considerable amount of continuing joint effort will be required to define, for each new  
9 classification, the skill elements and levels required to accommodate the progression of employees through newly expanded  
10 rate ranges. Therefore, we recommend the following:

11 1. Automatic Progression

12 Employees who are incumbents (including those on layoff or downgrade) of the newly combined classifications on the  
13 Saturday following ratification and whose base rate falls below the maximum of the new classification (and who are not  
14 currently in an automatic progression cycle) will begin a new progression cycle on that date (or upon recall) in  
15 accordance with current contract language.

16 2. Knowledge Progression

17 Newly combined classifications have been identified in both the 1993 and 1996 negotiations which reduce the overall  
18 number of classifications and encompass broader ranges of skills. The Joint Committee also continues to recognize  
19 that in order to help employees become proficient, the skill and knowledge requirements which are the building blocks  
20 of each job need to be agreed upon. Another requirement is the joint determination of the skill elements currently  
21 possessed by each employee. Comparison of these two sets of information will indicate the training needs for each  
22 employee.

23 Upon satisfying the knowledge and skill requirements for each jointly identified higher skill level within the combined  
24 classification, the employee would qualify for advancement in pay in accordance with a system yet to be developed.  
25 The parties are not able, at this time, to implement a "Knowledge Progression" system, but may reconsider in the future.  
26 Therefore, this data will be preserved.

27 In developing this system, and after the parties jointly agree to the skill and knowledge elements of each classification  
28 and the availability of appropriate training to satisfy those requirements, it is agreed that if an employee either fails to  
29 participate in the training or participates, but in either case is not able to demonstrate that he/she possesses the skills  
30 required for the next higher level of a classification, his or per pay will not advance beyond the level for the skills and  
31 knowledge they do possess or, in the case of incumbents, not above the level for which they are already being paid due  
32 to the continuation of their previous base rate.

33 3. Technical Training Principles Applicable to New (Combined) Classifications

34 (a) The Union and the Company will jointly agree on training needed in order for employees to meet their new job  
35 requirements and in order to progress to the top rates of their classification.

36 (b) Some, but not all of the needed training has been accomplished or will be accomplished by previous or future work  
37 experience, on the job instruction, by familiarization, and by other on-the-job techniques.

38 (c) Mandatory training (required for the employee to do his job) will be company paid.

39 (d) Other technical training will be optional and may be offered on a time shared basis (some time paid, some unpaid).

40 (e) Some courses, non-mandatory, will be available, through community colleges or other delivery systems. If it is  
41 agreed that the training is appropriate for the employee and the business at that time, tuition will be reimbursed by  
42 the business.

43 (f) Human Resources and Union Representatives at each location shall work with Operations and Financial  
44 Management personnel to ensure that appropriate training plans are developed in a timely manner and that the  
45 funding requests are included in the budget planning cycle each fiscal year.

46 4. Seniority

47 The combination of classifications is not intended to directly cause employees to be laid off due to skill deficiencies. Nor  
48 are the combinations intended to eliminate any employee's existing seniority rights.

49 In the event of layoff, employees within the newly combined classifications will be laid off in combined seniority order.

50 There will be no immediate seniority movement of employees upon ratification of the new Agreement as a direct result  
51 of job combinations or other contract changes. Any seniority out-of-line conditions resulting from such changes will be  
52 corrected through the normal layoff and recall process.

53 In those combined classifications that include Selected Skills classifications, the following provisions will apply:



- 1 (a) Where a combination includes two or more Selected Skills classifications, all employees in the combination will be  
2 governed by date-of-hire seniority.
- 3 (b) Where a combination includes only one Selected Skills classification, the Selected Skills employees and those in  
4 Related Lower Level classifications will retain and be governed by their current Selected Skills date-of-entry  
5 seniority. Other employees included in such combinations following the 1993 negotiations were assigned will  
6 receive a new Selected Skills date-of-entry seniority date of October 2, 1993.
- 7 (c) Because of special circumstances, employees in the four combined classifications "*Electronic Technician-*  
8 *Metrology*," "*Flight Operations Chief Electrician*," "*Physical Technician-Metrology*" and "*Electronic Technician*" are  
9 governed by date-of-hire seniority. In addition, those employees in the combined "*Tooling Builder-Wood*"  
10 classification are governed by their current Selected Skills date-of-entry seniority date.

11 A seniority traceability chart has been developed to record the changes in job codes, family groups, etc. for future  
12 reference in determining employee seniority rights.

- 13 5. Continuing Joint Effort  
14 In order to accomplish the significant amount of joint effort remaining to be completed after the parties leave  
15 negotiations, it is recommended that this committee be chartered to continue this work and to deal with related issues  
16 as they arise.

17  
18

3  
4 **MEMORANDUM OF UNDERSTANDING**  
5 **MEDIATION PROCEDURE**

6 During the 1996 negotiations, the parties agreed to amend Article V, Section 16 so as to allow, by mutual agreement,  
7 mediation of grievances.

8  
9 The primary effort of the mediator is to assist the parties in settling grievances in a mutually satisfactory fashion. In  
10 attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with mediation,  
11 including private conferences with one party. If settlement is not possible, the mediator may provide the parties with an  
12 immediate opinion, based upon the Master Agreement, as to how the mediator believes the grievance would be decided if  
13 it were arbitrated. This opinion shall not be final and binding, but shall be advisory only. The opinion, if offered, is to be  
14 delivered orally and is to be accompanied by a statement of the reasons for the mediator's opinion. The advisory opinion  
15 shall be used as a basis for further settlement discussions or for withdrawal or granting of the grievance. If the matter is  
16 arbitrated, the mediator shall not serve as the arbitrator and nothing said or done by the parties or the mediator during the  
17 mediation can be used by any party during arbitration. Neither attorneys nor court reporters shall be allowed to be present  
18 at the mediation proceeding.

19  
20 Mediators selected to participate in these proceedings shall have had experience as arbitrators. The parties shall mutually  
21 select a panel of four mediators. The parties may add to this panel or make substitutions by mutual agreement. If the parties  
22 are unable to reach agreement with regard to any member of the initial panel, the parties shall ask the American Arbitration  
23 Association to provide them with a list of seven (7) arbitrators who are locally based in California who are members of the  
24 National Academy of Arbitrators, and who have had mediation experience. From the list of seven (7), each party shall have  
25 the right to strike in order until there remains the number necessary to fill the panel. The party to strike first shall be  
26 determined by lot.

27  
28 Mediators selected shall be available for hearings in a reasonable period of time. The mediation sessions shall be held at a  
29 mutually agreed location, and each party shall bear one-half of the fees and expenses of the mediator.

30  
31  
32  
33  
34 COMPANY  
35 David Young

UNION  
Frank Souza

2  
3 **LETTER OF UNDERSTANDING**  
4 **PRODUCTIVITY-BASE INCENTIVE PROGRAM**  
5

6 The Union and Company agree to meet and discuss opportunities for a productivity-base incentive program for bargaining  
7 unit employees at one or more divisions. A small discussion group shall be formed to include representatives from the  
8 Union and the Company. This discussion group shall be formed as soon as practicable following ratification of this  
9 agreement but no later than 12 months following ratification. Such an incentive program would be designed to motivate  
10 employees to meet or exceed financial and/or operational goals and could begin as soon as practicable following  
11 agreement by both parties and satisfaction of other requirements as described in the following paragraph.  
12

13 Any incentive program developed in accordance with this letter of understanding shall be established under the authority  
14 of The Boeing Company 2004 Variable Compensation Plan and subject to the provisions thereof. The Program shall  
15 become effective upon approval by the President and CEO of The Boeing Company or the chief human resources officer  
16 of The Boeing Company and business unit head (Vice President level or above). Any such program would remain in effect  
17 until termination by the Company or the Union. Should there be any conflict between the incentive program and The  
18 Boeing Company 2004 Variable Compensation Plan, the latter shall take precedence.  
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**MEMORANDUM OF AGREEMENT**  
**ALTERNATE WORK SCHEDULES**

The Company and the Union recognize that on occasion Alternate Work Schedules may be in the best interest of both the Company and its employees. Alternate Work Schedules are defined as consisting of shifts of longer duration than those specified in the Collective Bargaining Agreement during work weeks of less than five full consecutive days, or pay periods of less than ten full consecutive days as set forth in the agreement, for a total work week of 40 hours or a total pay period of 80 hours.

Any matter relating to Alternate Work Schedules, including requiring all impacted employees to work the Alternate Work Schedule, will be subject to mutual agreement between the International Union, UAW, Region 5 UAW, the Bargaining Unit of the Local Union impacted and the Company.

Either the UAW or the Company may terminate an Alternate Work Schedule agreement after providing thirty (30) calendar days written notice.

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**MEMORANDUM OF UNDERSTANDING**  
**TEMPORARY LAYOFFS AND LIMITATIONS OF LOANOUTS**

During the 2003 California “local negotiations”, the parties discussed the issues of temporary layoffs (Article XI, Section 3) and limitations on loan outs (Article XI, Section 11). The Company expressed its concern that due to the changing business environment at some locations, flexibility in the areas of temporary layoffs and loaning employees was necessary. The Union recognizes these concerns and will make every reasonable effort to accommodate requests by the Company, which are in the best interests of both parties, in a timely manner.

Thomas A. Easley	Richard Grzelak
Director	International Representative – UAW
Union Relations	National Aerospace Department
World Headquarters	

**MEMORANDUM OF UNDERSTANDING  
TRAVEL WORK/UNIQUE SITUATIONS/EMERGENT SUPPORT/RESEARCH AND DEVELOPMENT**

**Travel Work/Unique Situations**

During the 2015 negotiations the parties discussed the issues surrounding the occasional need to bring personnel not represented under this agreement to Palmdale/Edwards Air Force Base, to accommodate travel work/unique situations, in order to secure additional work opportunities for employees represented under this Agreement. In the past the parties have successfully demonstrated their ongoing cooperation on these issues by reviewing such issues on a case-by-case basis, and are committed to continuing that cooperation in the future based on the best interests of the parties as these situations present themselves.

When any such situation arises, the Company will provide advance written notice to the Local Union President and the Region 8 International Representative, or their designated representatives. The Union will advise the Company within seven (7) calendar days of such advance notice of any questions and/or concerns.

Travel work is defined as work that was scheduled to be performed at one facility which is not completed at such facility within the time allotted, thus the employees designated to perform the work may follow the program/product to another facility to complete the work.

An example of a unique situation may be when personnel follow a program/product from another facility to Palmdale/Edwards AFB in order to perform additional work (e.g. 747-8 and F-15.)

**Emergent Support**

Emergent Support involves occasions where there may be a need to acquire temporary or short term resources to perform work that is otherwise deemed as bargaining unit work covered under the Agreement. This may be to address a short term surge involving work which is similar to bargaining unit work and outside expertise is required to complete the work in a timely manner. In this situation, the Company may temporarily assign the work to resources from other Boeing locations and/or external suppliers; e.g., contract labor, for a period up to thirty (30) calendar days, which may be extended by mutual agreement between the President of the Local and the Employee Relations Representative. These employees would work and provide additional On the Job Training (OJT) to the local UAW represented employees. The Company will notify the President of the Local within twenty four (24) hours of the decision to utilize this provision.

In cases where the Company requires additional resources to perform bargaining unit work, contract labor may be utilized to support the site for a period not to exceed sixty (60) calendar days, which may be extended by mutual agreement between the President of the Local and the Employee Relations Representative, provided any laid off employees in the affected classification(s), not on downgrade, are first offered temporary recall to perform the temporary assignment. Employees who decline the recall will not be removed from the recall list. The Company will notify the President of the Local within twenty four (24) hours of the decision to utilize this provision. In the event of any reduction in force, such contract labor personnel will be removed from the affected classification(s) prior to any layoff of Boeing employees.

In the 2020 negotiations the parties agreed to the following:

**Research and Development Projects**

Means to experiment with the processes or operation (assembly and/or operation) in order to develop new or improved methods, or means to build or make new assemblies and assemblies that benefit both parties and may have the opportunity for future work. Both parties to this agreement recognize that basic and applied research and development projects require the use of equipment, shop tools, and hand tools by engineers, scientists, and their assistants, provided they do not displace any Bargaining Unit employees. The Company and the Bargaining Chairperson will meet periodically to review all projects in Palmdale/Edwards to review and discuss any issues involving Research and Development Projects. If the R&D Development programs develop to increase man power, both parties will meet to establish and populate a Research and Development Technician.

3 **MEMORANDUM OF UNDERSTANDING**  
4 **SECURITY CLEARANCES**  
5

6 During the 2007 negotiations, the parties discussed the issues surrounding the filling of job vacancies where a pre-start  
7 security clearance or an interim security clearance is required. To resolve these issues, the parties agree that, when filling  
8 job vacancies, job offers, contingent upon obtaining such required clearance, will be made, as applicable, to otherwise  
9 qualified employees/applicants, in accordance with the provisions of Article XI, Section 6 of this Agreement.  
10

11 The Company will continue filling job vacancies, in priority order, with employees/applicants who possess the required  
12 security clearance. When an employee who was previously bypassed as a result of not possessing the required clearance  
13 obtains such clearance, and current job vacancies continue to exist (i.e. other employees/applicants have not been given  
14 a scheduled start date,) such employees will be considered for such remaining job vacancy(s.)  
15

16 Employees who decline the opportunity to be processed for such pre-start clearance, or do not obtain such pre-start  
17 clearance, will not have their seniority rights affected, unless they are subsequently affected pursuant to other provisions  
18 of this Agreement.  
19

1 ATTACHMENT NUMBER 20

2  
3  
4 During the 2020 contract negotiations the parties agreed that they will meet and negotiate for additional Bargaining  
5 Committee Persons when the site's headcount reaches 1,800 employees, in accordance with the Agreement in effect  
6 prior to May 16, 2020 as noted in Article IV of the Collective Bargaining Agreement.  
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4 **MEMORANDUM OF UNDERSTANDING**  
5 **Tobacco and Smoke Free Workplace**  
6

7 The Company intends to adopt a policy prohibiting tobacco use and smoking in any form at all Company locations. The  
8 Union agrees that employee covered by this Agreement will be subject to this policy effective no earlier than one (1) year  
9 from the effective date of this Agreement.

10  
11 In an effort to assist any employee who wishes to cease tobacco use, access to tobacco cessation classes and cessation  
12 aids are available through the Company Wellness Program.  
13

14  
15 The Boeing Company

UAW  
16  
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19

1 ATTACHMENT NUMBER 22

2  
3 REPORTS TO THE UNION

4  
5 During the 2010 negotiations the parties discussed the need for timely reports to the Union, as required by the parties'  
6 Collective Bargaining Agreement. To that end, it is agreed that any and all such reports to the Union, except the V-CAP  
7 report to the International, shall be delivered electronically to the properly designated officials as determined by the Union.  
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May 15, 2020

409 A and 415A Work Assignments

During the 2020 negotiations the parties have agreed upon labor grade upgrades which aligned multiple classifications to the same labor grade. The intent of this letter is to properly define the priority work assignments between the 409A and 415A classifications. Accordingly, employees classified as a 415A will have work assignments for normal Flight Line/GSE maintenance activities and may be supplemented as required by employees classified as a 409A who possess the appropriate certifications. Similarly, employees classified as a 409A will have work assignments for heavy structure work and may be supplemented by employees classified as a 415A who possess the appropriate certifications, as required.

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May 15, 2020

New Hire Orientation

The Union will be given one hour to meet with all new hires for orientation purposes. During this time the new hire will be presented with applications for UAW membership to be forwarded to the Company and the Local Union.

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ATTACHMENT NUMBER 25

**May 15, 2020**


**Plant Closure Effects Bargaining**

Should there be an announcement of a plant closure in the future, the parties will meet within thirty calendar days after the announcement to negotiate the effects of the decision with respect to Medical Benefits Continuation, and any other applicable Benefits, for employees in the Bargaining Unit who are subject to layoff as a result of the closure announcement.

1 ACCEPTED AND AGREED TO

2  
3 September 17, 2020

4  
5 INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF  
6 AMERICA (UAW)

7  
8 

9 R. Gamble- President  
10 International Union—UAW

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13 M. Smith  
14 Director, Region 8

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16 T. Smith  
17 Sr. Assistant Director, Region 8

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20 G. Nano  
21 International Representative  
22 Region 8

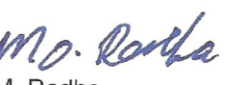
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33 President, Local 887

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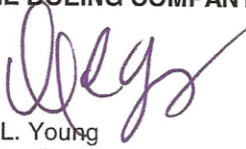
36 P. Bolkunoff  
37 Chairperson, Bargaining Committee  
38 Palmdale

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42 M. Redha  
43 Alt. Bargaining Committee  
44 Palmdale

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1 THE BOEING COMPANY

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3 D. L. Young  
4 Labor Relations  
5 West Region

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7 J. Stolting  
8 Director-Flight Test  
9 Engineering, Test & Technology

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11 J. Popovich  
12 Site Manager  
13 Palmdale/Edwards

14 

15 M. Brewer  
16 Sr. Manager  
17 Palmdale

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19 M. Saniee  
20 Labor Relations  
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