

ARTICLES OF AGREEMENT

Between

THE BOEING COMPANY

and

**DISTRICT LODGE NO. 837,
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO**

and

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO**

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Effective 14 June 2010

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1

PREAMBLE

2 THIS AGREEMENT, made and entered into by and between
3 BOEING DEFENSE, SPACE AND SECURITY (BDS) – St. Louis, one
4 of the principal segments of THE BOEING COMPANY, hereinafter
5 referred to as the Company, and DISTRICT LODGE NUMBER 837,
6 INTERNATIONAL ASSOCIATION OF MACHINISTS AND
7 AEROSPACE WORKERS, AFL-CIO, and the INTERNATIONAL
8 ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,
9 AFL-CIO, hereinafter referred to jointly as the Union, abrogates,
10 rescinds, and supersedes all previous Agreements between the
11 parties hereto. This Agreement shall be binding upon the parties
12 hereto and their successors in office.

13

ARTICLE I - BARGAINING UNIT

14 District Lodge Number 837, International Association of Machinists
15 and Aerospace Workers, AFL-CIO, is recognized as the sole and
16 exclusive bargaining agent for all employees of BOEING DEFENSE,
17 SPACE AND SECURITY – St. Louis, as certified by the National
18 Labor Relations Board, Case No. 14-RC-6967, on 10 April 1972, or
19 agreed upon between the Company and the Union to be represented
20 by the Union.

21

ARTICLE II - PERIOD OF AGREEMENT

22

Section 1

23 This Agreement shall become effective on 14 June 2010 and shall
24 remain in force through 25 January 2015. This Agreement shall
25 remain in force from year to year thereafter, unless either party shall
26 notify the other, in writing by registered mail, not more than seventy
27 (70) calendar days nor less than sixty (60) days prior to 25 January of
28 the year in which contract termination is desired. Unless terminated,
29 this Agreement shall remain in full force and effect from year to year
30 thereafter.

31

Section 2

32 Notice shall be served on the Sr. Manager Employee Relations for
33 the Company and the Directing Business Representative for the

1 Union. Notification of opening of the Contract must be accompanied
2 by a written proposal. The party receiving such proposal must submit
3 his written counter-proposal within one (1) week. The first negotiation
4 meeting shall take place within two (2) weeks of the receipt of notice
5 of contract termination.

6 **Section 3**

7 If proper notice is made of the desire to change this Agreement
8 and agreement on such requested change is not reached by the
9 expiration date (Midnight, 24 January 2015), then either party at any
10 time thereafter may terminate this Agreement by giving seven (7)
11 days advance notice to the other no earlier than 25 January 2015.

12 **ARTICLE III - RIGHT TO MANAGE PLANT**

13 Subject to the provisions of this Agreement, the Company has and
14 will retain the unquestionable and exclusive right and power to
15 manage the plant and direct the working forces, including the right to
16 hire, suspend, discharge, promote, demote, or transfer its employees
17 for just cause.

18 **ARTICLE IV - WAGES**

19 **Section 1**

20 It is agreed that it is the responsibility of Management to determine
21 the basis of classification and to grade employees in accordance
22 therewith. Should a dispute arise, concerning the exercise of the
23 above responsibility of Management, it shall be treated as a
24 grievance and handled in accordance with Article IX of this
25 Agreement.

26 **Section 2**

27 An employee will advance from the minimum rate applicable to his
28 Labor Grade to the maximum rate in the same Labor Grade
29 automatically at the rate of fifty cents (50¢) per hour effective on the
30 first Friday of the first full pay period beginning each July and January
31 until they reach the top rate of their appropriate Labor Grade.

1 **Section 3**

2 If an employee is assigned work in a labor grade rated lower than
3 his labor grade rate, he shall retain the higher rate.

4 **Section 4**

5 If an employee for any reason is placed, promoted, changed or
6 assigned to another classification in a higher rated labor grade for a
7 period of twenty (20) working days, he shall be paid the higher labor
8 grade rate and classification at the end of twenty (20) working days.
9 Any portion of a day worked shall be counted as a full day. In case of
10 infrequent assignments the days worked will accumulate. Should an
11 employee not merit the higher new classification, he will be returned
12 to his previous work.

13 **Section 5**

14 Anyone required to act as a leadman shall be notified in writing by
15 his Foreman after one week's trial as such and will receive thereafter
16 one dollar (\$1.00) per hour above the highest paid man assigned to
17 him or one dollar (\$1.00) per hour above his labor grade rate,
18 whichever is higher, and will be subject to automatic increases
19 otherwise provided herein, and will continue as leadman until notified
20 in writing that he is no longer to act as such.

21 **Section 6**

22 A. Anyone appointed leadman shall be given a list by his Foreman of
23 those men assigned to him and such list shall be kept up to date
24 when employees are added to or taken away from such leadman.
25 A copy of this list shall be given to the Shop Steward and a new
26 copy of this list shall be provided to the Shop Steward whenever
27 changes are made. Not more than twelve (12) persons shall be
28 assigned to any one leadman. It is further mutually understood
29 and agreed that it is the prerogative of Management to select one
30 (1) of the twelve (12) most senior employees as leadman within
31 the labor grade, shift, and department involved. Senior Employee
32 shall mean the employee with the most seniority.

33 B. Leadman shall not be transferred as leadman from the shift on
34 which they were appointed.

35 C. When a leadman is appointed over several different labor grades,
36 he shall be appointed from the highest labor grade, except that on
37 short-term road trips, the most senior employee in the predominant
38 labor grade will be appointed leadman.

1 **Section 7**

2 Rates of pay are set out in Schedule "A" which is made a part of
3 this Contract. Job Specifications have been agreed to by the
4 Parties and are made a part of this Contract.

5 **Section 8**

6 A. Affected Employee:

7 Affected Employee, as used in this wage section, during the initial
8 year of the contract means an employee in the Bargaining Unit
9 and in Active Service (i.e., not on layoff or on leave of absence) on
10 13 June 2010 and has not terminated employment nor retired prior
11 to the date agreement is reached. In all subsequent years of the
12 contract, Affected Employee, as used in this wage section, means
13 an employee in the Bargaining Unit and in Active Service on the
14 effective date and the day prior to an effective date of a change.
15 Employees who are on leave of absence on an effective date will
16 have wage changes applied if and when they return to work.

17 B. Cost of Living Fold-In:

18 Each employee's COLA in effect on June 12, 2010 will be folded
19 into (made part of) each affected employee's pure base rate on
20 June 25, 2010.

21 C. First Year Wage Structure Adjustments:

22 Rate range maximums will be increased by the \$0.93 COLA on
23 25 June 2010, as set forth in Schedule "A."

24 D. First Year Lump Sum Wage Payment (LSWP):

25 \$5,000 lump sum payment paid no later than 30 calendar days
26 after the date of ratification to each employee on the active payroll
27 or on an approved leave of absence of 90 days or less on date of
28 ratification.

29 E. Second Year General Wage Increase (GWI):

30 Effective June 24, 2011, the Affected Employee's pure base rate
31 will be increased by 3%, rounded to the nearest whole cent.

32 Affected Employees working in the Utility Worker or Maintenance
33 B Labor Grades and who are paid above the rate range maximum
34 will receive a 3% lump sum in lieu of any GWI.

1 F. Third Year General Wage Increase (GWI):

2 Effective June 22, 2012, the Affected Employee's pure base rate
3 will be increased by 3%, rounded to the nearest whole cent.

4 Affected Employees working in the Utility Worker or Maintenance
5 B Labor Grades and who are paid above the rate range maximum
6 will receive a 3% lump sum in lieu of any GWI.

7 G. Fourth Year General Wage Increase (GWI):

8 Effective June 21, 2013, the Affected Employee's pure base rate
9 will be increased by 3%, rounded to the nearest whole cent.

10 Affected Employees working in the Utility Worker or Maintenance
11 B Labor Grades and who are paid above the rate range maximum
12 will receive a 3% lump sum in lieu of any GWI.

13 H. Fifth Year General Wage Increase (GWI):

14 Effective June 20, 2014, the Affected Employee's pure base rate
15 will be increased by 3%, rounded to the nearest whole cent.

16 Affected Employees working in the Utility Worker or Maintenance
17 B Labor Grades and who are paid above the rate range maximum
18 will receive a 3% lump sum in lieu of any GWI.

19 I. Second, Third, Fourth, and Fifth Year Wage Structure Adjustments:

20 The maximum Pure Base Rate of each Labor Grade rate range
21 will be increased in accordance with GWI Sections E, F, G, and H
22 above.

23 J. Plant Chairman Pay:

24 Effective 20 May 1996 the Plant Chairmen will be paid at the
25 maximum of the Tool and Die Maker Classification.

26 **Section 9 - Cost-Of-Living Allowance**

27 A. In order to protect the buying power of an hour's work of its
28 employees against changes in consumers' prices, the Company
29 agrees to a Cost-of-Living Allowance, which shall be adjusted, as
30 set forth in Subsection B. of this Section, for changes in the cost of
31 living during the life of this Agreement.

32 B. The basis for determining Cost-of-Living Allowance adjustments
33 will be as follows:

34 The Cost-of-Living Allowance (COLA) will be determined in
35 accordance with changes in the Consumer Price Index for Urban

1 Wage Earners and Clerical Workers (CPI-W) (United States City
 2 Average, All Items, 1982-84 = 100), published monthly by the
 3 Bureau of Labor Statistics (BLS), United States Department of
 4 Labor, and hereinafter referred to as the "BLS Consumer Price
 5 Index."

6 C. The amount of the Cost-of-Living Allowance shall be as set forth in
 7 this Subsection. The Cost-of-Living Allowance for the period
 8 14 June 2010 to 06 August 2010 shall be zero cents (\$.00) per
 9 hour. Thereafter, adjustments will be made up or down quarterly at
 10 the following times:

11

<u>Price Adjustment</u>	<u>Effective Date Of Adjustment</u>	<u>Based on full .075% Change in Three (3) Month Average CPI-W Index for:</u>
First	06 August 2010	April, May, and June 2010
Second	12 November 2010	July, August, and September 2010
Third	04 February 2011	October, November, and December 2010
Fourth	13 May 2011	January, February, and March 2011
Fifth	05 August 2011	April, May, and June 2011
Sixth	11 November 2011	July, August, and September 2011
Seventh	03 February 2012	October, November, and December 2011
Eighth	11 May 2012	January, February, and March 2012
Ninth	03 August 2012	April, May, and June 2012
Tenth	09 November 2012	July, August, and September 2012
Eleventh	01 February 2013	October, November, and December 2012
Twelfth	10 May 2013	January, February, and March 2013
Thirteenth	02 August 2013	April, May, and June 2013
Fourteenth	08 November 2013	July, August, and September 2013
Fifteenth	14 February 2014	October, November, and December 2013
Sixteenth	09 May 2014	January, February and March 2014
Seventeenth	01 August 2014	April, May, and June 2014
Eighteenth (and last)	07 November 2014	July, August, and September 2014

- 1 D. The amount of Cost-of-Living Allowance which shall be effective
2 for any three-month period as provided above shall be based on
3 the percent of increase between the three-month average rounded
4 to three decimals and the Peg Point (212.879 or less = \$.00) with
5 one-cent (\$.01) adjustment for each full 0.075% change in the
6 average BLS Consumer Price Index for the appropriate three (3)
7 month period indicated. In no event will a decline in the average of
8 a quarterly period of the BLS Consumer Price Index cause a
9 reduction in the Pure Base Rate.
- 10 E. Employees hired or rehired without seniority subsequent to a Cost-
11 of-Living Adjustment date will be entitled to only those additional
12 Cost-of-Living amounts, which become effective subsequent to
13 their date of hire.
- 14 F. Employees recalled from layoff status will return at their last Pure
15 Base Rate in the classification plus the same COLA additive they
16 had at the time of layoff; if COLA has been folded in during their
17 layoff status, their last held COLA additive will be folded into their
18 Pure Base Rate upon their return to active status.
- 19 G. The amount of any Cost-of-Living Allowance shall be included in
20 computing overtime pay, vacation pay, holiday pay, call-in pay,
21 jury duty/witness duty pay, funeral pay, sick pay, military leave pay
22 and shift premium.
- 23 H. No adjustments, retroactive or otherwise, shall be made due to
24 any revision, which may later be made in the published figures of
25 the BLS Consumer Price Index for any base month.
- 26 I. The parties to this Agreement agree that the continuance of the
27 Cost-of-Living Allowance is dependent upon the availability of the
28 official monthly BLS Consumer Price Index in its present form and
29 calculated on the same basis as the BLS Consumer Price Index
30 for March 2010.

31 **ARTICLE V - REGULAR HOURS OF LABOR**

32 **Section 1**

33 The regular schedule of hours shall be as follows: First (daylight)
34 Shift: Starting time will be from 6:00 A.M. to 8:30 A.M.; Second Shift:
35 Starting time will be from 2:30 P.M. to 5:00 P.M.; and Third Shift:
36 Starting time will be from 11:00 P.M. to 1:30 A.M., (thirty minutes for
37 lunch) on Friday, Monday, Tuesday, Wednesday, and Thursday. The

1 lunch period may be staggered due to limited facilities, but shall be
2 within a two (2) hour period.

3 **Section 2**

4 The Company shall assign the initial starting times as stated
5 above, but any subsequent change of starting times shall be in
6 accordance with Section 3 of this Article.

7 **Section 3**

8 If it becomes necessary to change the schedule of hours, except
9 as set forth in Section 1 above, it shall be mutually agreed to between
10 the Company and the Union.

11 **Section 4**

12 A lunch period of thirty (30) minutes will be granted to employees
13 working four (4) hours or more overtime during any one shift.
14 Additionally, employees will be granted a ten (10) minute break
15 between the employee's regular shift and pre and/or post shift
16 overtime of two (2) or more hours.

17 **Section 5**

18 The second shift shall be paid at the rate of sixty cents (60¢) per
19 hour above the employee's base rate.

20 **Section 6**

21 The third shift shall receive sixty cents (60¢) per hour above the
22 employee's hourly base rate of pay for eight (8) hours but shall work
23 but six (6) hours and thirty (30) minutes for the eight (8) hour's pay.

24 **Section 7**

25 A. Time worked in excess of eight (8) hours on the first or second
26 shift or six (6) hours and thirty (30) minutes on the third shift in any
27 one day during the regular workweek shall be paid for at one and
28 one-half (1-1/2) times the regular rate for a standard shift. Time
29 worked in excess of the regularly scheduled hours in the
30 workweek shall be paid at the rate of time and one-half. Work
31 performed on Saturdays shall be paid for at the rate of time and
32 one-half. Work performed on Sunday shall be paid for at double
33 the regular rate.

34 B. Any extra pay required under this Contract for Saturdays,
35 Sundays, Holidays, or work before or after a regular shift, if
36 occurring in a workday of more than eight (8) hours or in a
37 workweek in excess of forty (40) hours, is agreed to be not a

1 different rate of pay based on particular hours but instead a
2 payment in satisfaction of the daily and weekly overtime required
3 by federal laws, rules and regulations.

4 **Section 8**

5 A. The regular workweek of a Maintenance employee only may be
6 established to consist of any consecutive five (5) days, including if
7 necessary, Saturday or Sunday, and such an employee shall not
8 be paid overtime for work performed in the first five (5) eight (8)
9 hour working days in any workweek so established for him. The
10 workday may be divided into three (3) eight (8) hour shifts with a
11 bonus of one dollar (\$1.00) per hour above the employee's base
12 rate for the second shift and the third shift (applies only to
13 Maintenance employees).

14 The regular workweek of a non-Maintenance employee may also
15 be established to consist of any five (5) consecutive days as
16 stated above in accordance with the following procedure:

- 17 1) Management will select the employees to be reassigned to a
18 non-standard workweek and those affected employees will be
19 given the opportunity to vote on accepting such assignment.
- 20 2) If the majority of the affected employees voting agree to a non-
21 standard workweek then such non-standard workweek may be
22 implemented for all the affected employees. Management will
23 provide the affected employees with the planned duration of
24 such assignment prior to the vote taking place.
- 25 3) If the majority of the affected employees vote not to accept
26 such assignment then management may staff the non-standard
27 workweek with volunteers.
- 28 4) Non-Maintenance employees on a non-standard workweek will
29 be paid in accordance with paragraphs C. and D. below.

30 B. The Company will not work more than a minimum number of
31 Maintenance employees on odd work schedules as it has in the
32 past, but the Company must have adequate maintenance to
33 operate, maintain and protect the plant and equipment seven (7)
34 days per week, twenty-four (24) hours per day.

35 C. Maintenance employees will be paid a bonus of one dollar (\$1.00)
36 per hour for all compensated hours when Saturday and Sunday
37 are part of their regularly scheduled forty (40) hour workweek.

1 D. Overtime will be paid only on the sixth or seventh day worked in
2 their regularly scheduled workweek. When overtime is paid, the
3 one dollar (\$1.00) bonus will be paid. (This section applies to
4 Maintenance employees only.)

5 **Section 9**

6 Any person who is required to report for work earlier than his
7 regular scheduled starting time shall be permitted to work his regular
8 schedule of hours. Any person reporting for work at his scheduled
9 starting time shall work eight (8) hours except:

10 1) In case of physical incapacity or shutdown for conditions beyond
11 the control of the Company, he will be paid for the hours actually
12 worked.

13 2) If work is not available and a reasonable effort is not made by the
14 Company to notify him previously, making his reporting
15 unnecessary, he will be allowed four (4) hours' pay. Radio
16 announcements on Station KMOX, or a message on the Boeing
17 Employee Information Hotline (1-800-899-6431), or a message on
18 Station KMOX website (www.kmox.com) at least two (2) hours
19 before the start of the shift in question, shall be sufficient previous
20 notice.

21 **Section 10**

22 A minimum of four (4) hours' pay at the prevailing overtime rate
23 will be paid for any emergency work performed outside of his regular
24 scheduled shop hours except in case of a continuation without
25 interruption of work on the employee's regular shift.

26 **Section 11**

27 An employee called in to work on an overtime basis will be paid
28 overtime based on his regular shift rate and will be paid at the rate of
29 time and one-half that regular rate except for call-in work starting on
30 Sundays, when the rate will be double time, or holidays, when the
31 rate will be three (3) times. The overtime rate will be paid for all
32 hours worked up to the start of his regular shift when his rate will
33 revert to his regular rate for that day. In case of a continuation
34 without interruption of work beyond the employee's regular shift, his
35 shift and/or overtime rate shall be determined by the Contract
36 requirements setting the rate at the time he begins work until the start
37 of his next regular scheduled shift.

1 **Section 12**

2 A. Payday on all shifts shall be on Thursday according to the
3 designated bi-weekly Payroll calendar. Employees will be paid
4 through Thursday of the preceding week, except when
5 circumstances beyond the Company's control makes such practice
6 impossible.

7 B. Upon election, payroll checks/stubs will be mailed to the
8 employee's home address listed in the Company's TotalAccess
9 database.

10 C. Any discrepancies in an employee's paycheck including overtime
11 will be rectified as soon as practicable (normally within 3 business
12 days) after notification to TotalAccess or Payroll.

13 D. For employees working in states where mandatory direct deposit is
14 permitted by law, paychecks will be delivered via direct deposit on
15 Thursday of every second week, covering all wages, including
16 overtime, earned through Thursday of the preceding week, except
17 when other circumstances intervening beyond the Company's
18 control make sure practice impossible. For employees working in
19 other states, paychecks shall be delivered via direct deposit on or
20 before Thursday of every second week, or placed in the U.S. mail
21 on or before Tuesday of every second week, covering wages,
22 including overtime, earned through Thursday of the preceding
23 week, except when holidays or circumstances intervening beyond
24 the Company's control make sure practice impossible.

25 **Section 13**

26 All absences and/or tardies shall be reported by the employee to
27 their supervisor as soon as possible but no later than prior to the start
28 of the employee's assigned shift. Employees who are going to be
29 absent and fail to notify their supervisor of such absences prior to the
30 start of their shift will be "no call/no show." First occurrence shall
31 result in a RUP. Second occurrence will result in a CAM. Third
32 occurrence will result in a CAM and one (1) day disciplinary
33 suspension without pay. A fourth occurrence will result in immediate
34 termination for just cause (extenuating circumstances may be
35 considered). All CAMs and RUPs will be deactivated provided the
36 employee is not subsequently issued a CAM for failure to notify
37 supervision for twelve months.

1 In order to allow for a successful transition to this requirement the
 2 parties agree that no RUPs or CAMs will be issued prior to
 3 September 1, 2010.

4 **An employee absent three (3) days without notifying their**
 5 **Foreman or supervisor will be considered to have resigned and**
 6 **automatically will be terminated. Said three (3) day notification**
 7 **period will end at the starting time of the fourth (4th) workday**
 8 **the absent employee would have worked if he had not been**
 9 **absent. Extenuating circumstances will be considered by the**
 10 **Company.**

11 **ARTICLE VI - HOLIDAYS**

12 **Section 1**

13 The Holiday Schedule for the term of this Agreement will be as
 14 follows:

2010		
Independence Day	Monday	5-July
Labor Day	Monday	6-September
Thanksgiving Day	Thursday	25-November
Friday following Thanksgiving Day	Friday	26-November
Winter Break	Friday	24-December
Winter Break	Monday	27-December
Winter Break	Tuesday	28-December
Winter Break	Wednesday	29-December
Winter Break	Thursday	30-December
Winter Break	Friday	31-December
2011		
New Years Day	Monday	3-January
Martin Luther King Jr. Day	Monday	17-January
Memorial Day	Monday	30-May
Independence Day	Monday	4-July
Labor Day	Monday	5-September
Thanksgiving Day	Thursday	24-November
Friday following Thanksgiving Day	Friday	25-November
Winter Break	Friday	23-December
Winter Break	Monday	26-December
Winter Break	Tuesday	27-December
Winter Break	Wednesday	28-December
Winter Break	Thursday	29-December
Winter Break	Friday	30-December

2012		
New Years Day	Monday	2-January
Martin Luther King Jr. Day	Monday	16-January
Memorial Day	Monday	28-May
Independence Day	Wednesday	4-July
Labor Day	Monday	3-September
Thanksgiving Day	Thursday	22-November
Friday following Thanksgiving Day	Friday	23-November
Winter Break	Monday	24-December
Winter Break	Tuesday	25-December
Winter Break	Wednesday	26-December
Winter Break	Thursday	27-December
Winter Break	Friday	28-December
Winter Break	Monday	31-December
2013		
New Years Day	Tuesday	1-January
Martin Luther King Jr. Day	Monday	21-January
Memorial Day	Monday	27-May
Independence Day	Thursday	4-July
Labor Day	Monday	2-September
Thanksgiving Day	Thursday	28-November
Friday following Thanksgiving Day	Friday	29-November
Winter Break	Tuesday	24-December
Winter Break	Wednesday	25-December
Winter Break	Thursday	26-December
Winter Break	Friday	27-December
Winter Break	Monday	30-December
Winter Break	Tuesday	31-December
2014		
New Years Day	Wednesday	1-January
Martin Luther King Jr. Day	Monday	20-January
Memorial Day	Monday	26-May
Independence Day	Friday	4-July
Labor Day	Monday	1-September
Thanksgiving Day	Thursday	27-November
Friday following Thanksgiving Day	Friday	28-November
Winter Break	Wednesday	24-December
Winter Break	Thursday	25-December
Winter Break	Friday	26-December
Winter Break	Monday	29-December
Winter Break	Tuesday	30-December

2014		
Winter Break	Wednesday	31-December
2015		
New Years Day	Thursday	1-January
Martin Luther King Jr. Day	Monday	19-January

1 The floating holidays are designated by the Company and have
2 been determined to be as set forth above. When any of these
3 holidays fall on Sunday, the following Monday will be recognized as
4 the holiday. When any of these holidays fall on Saturday, the
5 preceding Friday will be recognized as the holiday.

6 **Section 2**

7 All employees not working on the above-named recognized
8 holidays will be paid straight time therefore; all employees working on
9 the above-named recognized holidays shall be paid double time in
10 addition to the above.

11 **Section 3**

12 All active employees are eligible for holiday pay. In addition,
13 employees are eligible for holiday pay during the first 90 calendar
14 days of a leave of absence (LOA). Employees on an LOA will be
15 eligible for holiday pay if the day following the 90th calendar day is a
16 holiday. Payment will include all holidays through the next company
17 scheduled workday.

18 **Section 4**

19 Any employee instructed to work on a recognized holiday shall not
20 be paid if he does not work unless he has a reasonable excuse,
21 which is acceptable to the Company.

22 **Section 5**

23 It is understood and agreed that where more than one premium
24 over the normal rate is payable under this Contract, only the highest
25 single premium rate shall apply, for example: Overtime work done on
26 a specified holiday is paid for at three (3) times the regular schedule
27 rate of pay and not at four and one-half (4-1/2) times the regular
28 scheduled rate.

29 **Section 6**

30 The Company will give employees on a non-standard workweek
31 holidays or holiday pay equivalent to that of other employees

ARTICLE VII - LEAVE OF ABSENCE

Section 1

Leave of absence may be granted to any employee for any reason deemed satisfactory to the Company. Employees will take the necessary steps to initiate a leave of absence when such a leave of absence is foreseeable. Whenever possible, employees will give at least thirty (30) calendar days advanced notification when requesting a leave of absence. A Leave of Absence will generally be initiated by the employee or a person authorized by the employee to make the request through TotalAccess at 1-866-473-2016 or at the TTY number 1-800-755-6363.

Section 2

A leave for personal reasons may be granted only for a specific reason and for a specific time not exceeding six (6) months except in extreme emergencies with the approval of the Program/Functional Organization Director or executive level designee not to exceed a total of two (2) years (Twenty-seven (27) months in the case of Peace Corps service).

Section 3

A Medical Leave of absence that is not work related will be granted for a period up to twenty-one (21) weeks if requested through TotalAccess. This leave may be extended by calling TotalAccess and requesting an extension of one hundred and nine (109) weeks but not beyond.

Section 4

A Medical Leave of absence because of proven physical disability due to occupational injuries will be granted for a period not to exceed twenty-four (24) months. Such leave may be extended up to a maximum of six (6) additional months by calling TotalAccess and requesting an extension.

Section 5

An employee given a leave of absence as stated above will not lose seniority accrued at the time of taking such leave, and seniority shall continue to accumulate during said leave.

1 **Section 6**

2 An employee accepting other employment or engaged in business
3 for himself while on leave of absence shall be discharged by the
4 Company unless the Union and the Company have jointly, prior to the
5 commencement of such leave of absence, agreed in writing that it
6 could be done. In the case of leaves for physical disability, an
7 exception can be made by joint agreement between the Company
8 and the Union before the commencement of such work.

9 **Section 7**

10 Employees not returning at the beginning of their regular shifts on
11 the work day following the expiration of their leaves of absence shall
12 be considered to have quit voluntarily. Extenuating circumstances
13 will be considered by the Company.

14 **Section 8**

15 If during the term of this Agreement any employee is called into
16 active military service or in time of emergency volunteers in the
17 armed forces of the United States, the leave will be governed by
18 Article XXVI (Military Reserve Service Pay).

19 **Section 9**

20 The Selective Training and Service Act of 1940, as amended, and
21 subsequent amendments and regulations of the Selective Service
22 System will govern reinstatement of former employees who have
23 been on military leaves of absence.

24 **Section 10**

25 Seniority shall accumulate while on military leave of absence.

26 **Section 11**

27 An employee who becomes pregnant shall be entitled to a
28 Pregnancy Leave. Leave will commence when employee's
29 Healthcare Provider provides information deeming it advisable for her
30 to discontinue work or the Company's physician deems it medically
31 advisable based on medical information and consultation with her
32 Healthcare Provider. Within six weeks (normal delivery) or eight (8)
33 weeks (C-Section) after termination of pregnancy, she will be
34 required to furnish a letter from her Healthcare Provider stating the
35 date she will be able to return to work. If she is physically unable to
36 return to work as a result of complications, she may request an
37 extension of the leave with a statement from her Healthcare Provider.

1 Time away from work will not be counted towards the employee's
2 FMLA entitlement.

3 **Section 12**

4 All employees returning to work must notify TotalAccess at 1-866-
5 473-2016 or at the TTY number 1-800-755-6363, that they have
6 returned no later than the day of his/her return.

7 **ARTICLE VIII - BUSINESS REPRESENTATIVE**

8 **Section 1**

9 The Company shall provide identification badges so that each
10 business representative can have access during working hours for
11 the purpose of investigating complaints or claims of grievances to the
12 area in which employees are assigned who are within a bargaining
13 unit defined in Article 1 and for which area he is an accredited
14 business representative, to the extent government or customer
15 regulations will permit. The business representative may retain the
16 badge affording such access during the period he is so assigned as a
17 business representative.

18 Grand Lodge representatives will be permitted access during
19 working hours to areas in the Company's facilities where employees
20 in the bargaining units defined in Article 1 hereof are assigned, for the
21 purpose of conducting Union business to the extent government or
22 customer regulations permit.

23 Access of Union representatives to Company facilities for the
24 purpose of investigating complaints or claims of grievance on the part
25 of employees or the Union shall be subject to the following:

26 A. Upon entering the Plant they shall proceed to the shop or
27 organization they wish to visit, contact the supervisor then
28 present, inform him of the purpose of their visit and obtain his
29 permission prior to contacting any employee in such shop or
30 organization. Such permission will be granted except where there
31 is a substantial reason for delaying the contact due to safety
32 conditions or the fact that a critical operation is in process.

33 B. Business representatives and Grand Lodge representatives
34 granted admittance to the Company's facilities under this Article
35 shall not engage in organizing or campaigning for Union or
36 political office on Company premises. This Section will not be

1 interpreted as preventing business representatives or Grand
2 Lodge representatives from discussing, in non-work areas during
3 non-work periods, matters of Union membership, fees or dues,
4 with employees who are within one of the collective bargaining
5 units described in Article 1 of this Agreement.

6 C. Union representatives who fail to comply with the provisions of
7 this Article shall forfeit their admittance rights.

8 **Section 2**

9 Upon request, the Sr. Manager Employee Relations will apply
10 promptly for temporary clearance and appropriate escort so that the
11 President-Directing Business Representative, or a Designated
12 Business Representative, may have access to a “closed” area
13 provided clearance can be obtained and access is necessary to
14 investigate an alleged grievance.

15 **ARTICLE IX - DETERMINATION OF** 16 **DISPUTES**

17 **Section 1**

18 EMPLOYEE GRIEVANCE - The term Employee Grievance shall
19 mean any grievance of an employee arising out of the interpretation
20 or application of any of the terms of this Agreement or any alleged
21 breach or violation of the terms of this Agreement. Such an
22 Employee Grievance shall be filed within five (5) working days from
23 the date it was found to exist by an employee or be considered not to
24 exist. The word “filed” shall mean the employee’s first discussion with
25 the supervisor and the Shop Steward.

26 **Section 2**

27 It is the sincere desire of the Company and the Union to settle
28 grievances as quickly as possible. When an employee has an
29 alleged grievance, he will talk to his Shop Steward or the Foreman
30 and discuss his alleged grievance. In all cases, the Shop Steward
31 and the Foreman involved shall make every effort to resolve the
32 matter on a non-precedent basis. The Foreman shall give his answer
33 within three (3) working days following the grievance discussion. In
34 the following five (5) working days, the Plant Chairman may meet with
35 the Shop Steward or Foreman in an effort to resolve the matter on a
36 non-precedent basis. If the Plant Chairman feels the complaint is not

1 a valid grievance, he will direct the Shop Steward to so inform the
2 employee and the matter will be considered closed.

3 **Section 3**

4 If the matter cannot be resolved, the Shop Steward and/or Plant
5 Chairman within the above eight (8) working days will telephone the
6 appropriate Business Representative to pursue the matter further. If
7 the Business Representative feels the complaint is not a valid
8 grievance, he will direct the Shop Steward and/or Plant Chairman to
9 so inform the employee and the matter will be considered closed.

10 **Section 4**

11 If the Business Representative feels the matter should be pursued
12 further, he will contact the Employee Relations Office within five (5)
13 working days following receipt of the Foreman's answer. An informal
14 hearing of the complaint will be held within thirty (30) working days
15 following this contact unless the matter can be resolved. This
16 informal hearing will be attended by the Employee Relations
17 Specialist or designee, appropriate supervision, the Business
18 Representative, Plant Chairman, Shop Steward, and the aggrieved.
19 It is further understood and agreed that the Employee Relations
20 Specialist or designee and the Business Representative will have full
21 authority to make settlements at such informal hearings, and such
22 settlements will be considered non-precedent by both parties. If the
23 matter is not resolved on a verbal basis as described above the
24 Business Representative will submit a form which will be called
25 "Statement of Facts and Issues" within five (5) working days following
26 the Employee Relations Specialist or designee answer to the
27 complaint. Upon receipt of the Union's Facts and Issues, the
28 Employee Relations Specialist or designee will submit within five (5)
29 working days the Company's Facts and Issues. This form will be
30 approved and signed by the Business Representative and the
31 Employee Relations Specialist or designee. The matter will not be
32 pursued as a formal written grievance unless the Statement of Facts
33 and Issues Form is completed. The Statement shall be made an
34 attachment to and remain a part of the formal grievance. The
35 completed Grievance Form must be submitted to the Employee
36 Relations Specialist or designee by the Business Representative
37 within five (5) working days after receipt of the Company's Facts and
38 Issues requesting a meeting between the Directing Business
39 Representative or his designee and the Manager Employee Relations
40 or his designee to pursue the matter further. The Business

1 Representative shall indicate the provision(s) of the Agreement
2 allegedly violated and include a statement of his reason(s) for
3 requesting this meeting. The time limits mentioned above may be
4 waived by mutual consent of both parties.

5 **Section 5**

6 A meeting on the grievance between the Directing Business
7 Representative or his designee and the Manager Employee Relations
8 or his designee shall be held within ten (10) working days of receipt of
9 the request for such meeting. The appropriate Business
10 Representative and Human Resource Generalist may also attend.
11 Both parties attending such meetings shall have full authority to make
12 final and binding settlements. The Manager Employee Relations or
13 his designee shall render his decision in writing within fifteen (15)
14 working days of the meeting. If the grievance is not settled to the
15 satisfaction of the Directing Business Representative, he may request
16 in writing that the grievance be submitted to arbitration. This request
17 shall be made to the Manager Employee Relations within fifteen (15)
18 working days after receipt of the Company's written answer.

19 **Section 6**

- 20 A. The parties shall first attempt to agree upon an impartial arbitrator.
21 If they cannot agree within five (5) working days, the parties shall
22 jointly request the Federal Mediation and Conciliation Service to
23 submit a list of five (5) names of possible arbitrators.
- 24 B. After receipt of the panel of arbitrators, the parties shall meet to
25 select the arbitrator. The parties shall, by concurrent written ballot,
26 each strike two names from the panel. If this leaves three names
27 on the panel, the parties shall, by concurrent written ballot, each
28 strike one additional name from the panel. When only two names
29 remain, the parties shall, by concurrent written ballot, each strike
30 one additional name from the panel. If one name remains, that
31 person shall be the arbitrator. If the last ballot eliminates both
32 remaining names, the parties shall choose between these two by
33 lot.
- 34 C. It is further agreed that when the arbitration hearing date has been
35 established, it can only be changed by agreement between the
36 Union and the Company. Any matter placed in arbitration which
37 has not been scheduled within twelve (12) months of the Manager
38 Employee Relations request for an arbitration panel shall be
39 considered null and void and the case closed without resolving the
40 merits of the case. This time limit may be extended by mutual

1 agreement of the President-Directing Business Representative
2 and the Manager Employee Relations.

3 **Section 7**

4 The Company and the Union shall attempt to agree on a
5 Submission to the Arbitrator in advance, signed by both parties and
6 setting forth the specific issue(s) in dispute. The Submission, along
7 with a copy of the grievance and all pertinent correspondence, shall
8 be mailed to the arbitrator at least one (1) week prior to the arbitration
9 hearing date. It is further understood and agreed that neither party
10 shall present factual evidence in an arbitration hearing which has not
11 been made known to the other party prior to the mailing of the joint
12 Submission mentioned above.

13 **Section 8**

14 A. A reasonable effort will be made to schedule Arbitrations in
15 numerical order; however, discharge cases will be given top
16 priority in all steps of the Grievance procedure, including
17 Arbitrations.

18 B. Union grievances, as defined in Article IX, Section 18, shall be
19 scheduled separately.

20 **Section 9**

21 The arbitrator shall meet with the parties as soon as possible after
22 his selection and decide the question in dispute within thirty (30)
23 calendar days from the conclusion of the taking of evidence. The
24 arbitrator's decision shall be binding upon the Company, the Union,
25 and all employees represented by the Union. The arbitrator shall not
26 have the power to add to or subtract from or modify the terms of the
27 Agreement or any Agreement supplemental hereto, nor to establish
28 or change any wage rate.

29 **Section 10**

30 All charges made by the arbitrator shall be approved and borne
31 equally by both parties. Each party shall pay its own witnesses and
32 representatives for time lost from work for appearance at arbitration
33 hearings.

34 **Section 11**

35 The Union shall furnish Grievance Forms and Statement of Facts
36 and Issues Forms, and such forms shall be used in filing a grievance.

1 **Section 12**

2 A. The Company agrees that whenever the term "Shop Steward" is
3 used herein, it shall designate the Shop Steward for a given area
4 and shift. The Shop Steward will represent all employees in his
5 designated area on his shift, and may process a grievance only
6 concerning matters affecting employees within his designated
7 area. The total number of Shop Stewards shall not exceed that
8 number resulting from the application of a ratio of one (1) Shop
9 Steward per seventy-five (75) employees in the bargaining unit.
10 There shall be four (4) Plant Chairmen. If the active population of
11 IAMAW represented employees reaches 7,500 the number of
12 Plant Chairmen will increase to five (5). If the active population of
13 IAMAW represented employees reaches 9,000 or more the
14 number of Plant Chairmen will further increase to six (6) which is
15 the maximum allowable during the term of this Agreement.

16 B. The Company agrees that all newly hired or departmental
17 transfers assigned to departments within the IAM Job
18 Classifications will be introduced to the appropriate certified Union
19 Shop Steward within a few days on the shop floor. The Union will
20 keep the Company informed of all certified Shop Stewards.
21 Extenuating circumstances will be considered.

22 **Section 13**

23 If a Steward (or his/her backup during the Steward's absence)
24 finds it necessary to leave his work to handle a grievance in the plant,
25 he shall secure the permission of his Foreman or Supervisor before
26 leaving his work and shall advise his Foreman or Supervisor of his
27 return to work. The Steward and/or Plant Chairman shall notify the
28 appropriate Foreman or Supervisor before entering that Supervisor's
29 area to talk to an employee(s) regarding a grievance. The Steward's
30 handling of a grievance shall be confined to his specific certification
31 and shift.

32 **Section 14**

33 It is intended that Shop Stewards continue to work in the area for
34 which they are certified to provide experience and continuity. An
35 employee while serving as a Shop Steward, shall not be transferred
36 from the area he/she has been designated as long as other
37 employees in the same Labor Grade remain in that area.

1 **Section 15**

2 The Union shall furnish to the Company a complete list of Shop
3 Stewards designated for each area and shift, and no Shop Steward
4 shall be recognized except those so certified. The Union shall notify
5 the Company in writing at least five (5) days in advance of the
6 certification of a Shop Steward. The Company shall notify the Union
7 in writing of the termination of any Steward.

8 **Section 16**

9 In case of a written reprimand, discharge, or a disciplinary
10 suspension of an employee, the Shop Steward shall be present. If
11 the Shop Steward is not available in a discharge case, the
12 appropriate Plant Chairman shall be present if he is available. The
13 employee shall be given the opportunity of filing a grievance before
14 leaving the plant unless, in the Company's judgment, circumstances
15 necessitate his immediate removal from the premises, in which case
16 the Shop Steward shall have the privilege of talking to the employee
17 in a place designated by the Manager Employee Relations. If a
18 Steward is not present for any reason at the time of a disciplinary
19 suspension, the five (5) day limit for the filing of a grievance shall run
20 for a period of five (5) days from the end of suspension.

21 **Section 17**

22 Corrective Action Memos reflecting disciplinary action will be
23 removed, upon written request of the employee, from the employee's
24 Personnel file provided he is not subsequently issued a Corrective
25 Action Memo for violation or infraction of any Boeing Standards of
26 Behavior for a maximum period of two (2) years. The Record of
27 Unsatisfactory Performance, used by supervision as a departmental
28 record, will be continued for oral warnings. Records of Unsatisfactory
29 Performance will be retained in departmental records for a maximum
30 of two (2) years, but will not be filed in the employee's Personnel file.

31 **Section 18**

32 UNION GRIEVANCE - The term Union Grievance shall mean any
33 grievance which the Union may have with the Company arising out of
34 the interpretation or application of any of the terms of this Agreement,
35 but excluding grievances involving individual employee discipline
36 cases, upgrading, working out of classification, work performed by
37 supervision, work performed by others, and requests for
38 reclassification. Any subject matter of any grievance that has been
39 presented by an employee under Section 1 of this Article shall not be

1 presented as a Union Grievance. A Union Grievance must be filed
2 within five (5) working days from the date it was found to exist by the
3 Union or be considered not to exist. Union Grievances will be
4 adjusted according to the following procedure:

5 A Union Grievance shall be presented to the Manager Employee
6 Relations by the Directing Business Representative and must include
7 a completed Grievance Form, as well as the Statement of Facts and
8 Issues Form with the Union's portion thereof completed, indicating
9 the clause(s) of the Agreement allegedly violated by the Company. A
10 meeting will be held within ten (10) working days following the
11 Manager Employee Relations receipt of the Union Grievance. At
12 such meeting the Manager Employee Relations or his designee will
13 complete the Company's portion of the Statement of Facts and
14 Issues Form and discuss the issues involved therein. The decision of
15 the Manager Employee Relations or his designee on the issue(s)
16 shall be given to the Union, in writing, within fifteen (15) working days
17 after the meeting described above. If he is dissatisfied with the
18 decision, the Directing Business Representative or the Assistant
19 Directing Business Representative may submit the grievance to
20 arbitration within fifteen (15) working days after receipt of the
21 Company's decision pursuant to Sections 6 through 10 of this Article.

22 **Section 19**

23 In the event a Company's answer to a grievance is not appealed
24 within the time limits provided in this Article IX, the case shall be
25 considered as settled on a non-precedent basis. Failure by the
26 Company to answer a grievance within the time limits provided in this
27 Article IX shall permit the grievance to be referred to the succeeding
28 step.

29 **ARTICLE X - DISCRIMINATION**

30 **Section 1**

31 The parties agree there shall be no discrimination, interference,
32 restraint, or coercion by either party, or by an agent or representative
33 of either party against any employee for Union activities. The
34 employer will not discriminate against any employee selected to
35 serve as a Shop Steward or Safety Committeeman.

1 **Section 2**

2 The Company and Union agree that the requirements set forth
3 under Title VII of the Civil Rights Act of 1964 and Revised Order No.
4 4 of the Department of Labor pertaining to race, color, religion,
5 national origin, and sex will be observed by both parties. The
6 Company and the Union further agree that employees will not be
7 discriminated against because of age or physical or mental handicap.
8 This also applies to the qualified disabled veterans and veterans of
9 the Vietnam era.

10 **Section 3**

11 The words "he," "his," "him," "her", "she" and "leadman," as used in
12 this Agreement, refer to both male and female employees.

13 **ARTICLE XI - SENIORITY**

14 **Section 1**

15 Seniority as used herein designates an employee's length of
16 service within the bargaining unit covered by this Agreement, the
17 possession of which entitles him to certain rights hereinafter provided.

18 **Section 2**

19 A. Seniority shall be by classification. In case of identical seniority
20 dates, the employee with the lower clock number will be the senior
21 employee. In case of identical dates for employees with a
22 seniority date after 24 December 2001, the employee with the
23 lower last four digits of their Social Security Number will be the
24 senior employee. This applies only to new hires on or after 24
25 December 2001.

26 B. New hires, as well as employees who transfer from non-union
27 positions may be required to attend some type of training to
28 perform work covered under the Articles of Agreement, e.g.,
29 vestibule, prior to beginning their probationary period. Seniority
30 dates for employees who complete their probationary period, as
31 defined in Section 5 of this Article, will be the date he/she began
32 training. It is understood that these employees will not be covered
33 by the terms and conditions of the Articles of Agreement during
34 their training period. It is recognized that this is an exception to
35 the definition of seniority under Section 1 of this Article.

1 **Section 3 – Layoff**

- 2 A. In case of a layoff, all employees in either the Tooling Mechanic,
3 Flight Operations Mechanic, Maintenance Mechanic, Assembly
4 Mechanic, Process Mechanic, Maintenance Generalist, or
5 Support Coordinator job classification will be laid off first before
6 any employee in a job classification in their respective Labor
7 Grade is laid off.
- 8 B. In case of a layoff within a job classification, the sequence of
9 layoffs in the job classification shall be: first, employees
10 transferred in lieu of layoff within the preceding thirty (30) working
11 days; second, by seniority in the job classification as defined in
12 Section 2A above.
- 13 C. During the 2007 negotiations both parties agreed to the creation
14 of the following classifications: Tooling Mechanic, Flight
15 Operations Mechanic, Maintenance Mechanic, Assembly
16 Mechanic, Process Mechanic, Support Coordinator and
17 Maintenance Generalist, with the understanding that these new
18 classifications would not be populated until all traditional
19 classifications employees within their respective labor grade
20 have been recalled.
- 21 • Those members on layoff status in the Utility and Munitions
22 labor grade and any future layoffs in traditional classifications
23 will be the first considered for any positions that become
24 available within the new classifications outside of their
25 respective Labor Grade.
 - 26 • Those members whose recall rights expired after the May 2004
27 agreement will be the second considered for any positions that
28 become available within the new classifications.
 - 29 • Those hired into the new classifications will be surplusd or laid
30 off prior to any other traditional classifications within their
31 respective labor grade being surplusd or laid off.
 - 32 • Any traditional classifications that are laid off shall be recalled
33 to their traditional classification, before any new classifications
34 within their respective labor grade are recalled.

35
36 **Section 4**

- 37 A. An employee due to be laid off may apply for available openings
38 through the internal job posting system (BESS-Boeing Enterprise
39 Staffing System).

1 B. An employee who becomes subject to layoff and who is granted a
2 transfer in lieu of layoff to a different job classification shall be kept
3 on the Seniority List of the job classification from which he was so
4 transferred for sixty (60) months.

5 C. An employee who is transferred in lieu of layoff may accept the
6 layoff from his previous classification, instead of the transfer, any
7 time before he has worked thirty (30) days after the transfer has
8 been made.

9 D. In case of unsatisfactory performance by an employee transferred
10 in lieu of layoff, the Company reserves the right to cancel the
11 transfer and layoff the employee from his previous job
12 classification within a period of thirty (30) days actually worked
13 from the date of the transfer.

14 E. An employee who is laid off before having worked thirty (30) days
15 in the classification to which he was TILLOed will receive any
16 accrued vacation or sick leave pay for which he is eligible at the
17 rate he last received in his previous job classification.

18 F. In the event of an opening in his original job classification within
19 sixty (60) months, he shall be given one opportunity to return to his
20 old job on the basis of his seniority. If an employee who accepts a
21 transfer to another job is recalled by seniority sixty (60) months of
22 original layoff date, he must elect within twenty-four (24) hours
23 either to return to his original job or remain on the job to which he
24 was transferred. Upon such election, his name will be deleted
25 from the seniority list of the classification he rejects.

26 **Section 5**

27 All new employees will be considered on probation for a period of
28 forty (40) working days from the date of initial employment in the
29 bargaining unit. Overtime days will be included in the number of
30 probationary period days provided the employee works a minimum of
31 eight (8) hours (for first and second shift) or six and one-half (6.5)
32 hours for third shift.

33 **Section 6**

34 If, in the opinion of Management, they fail to make satisfactory
35 progress, this fact shall be deemed sufficient grounds for immediate
36 dismissal. There shall be no responsibility for the reemployment of
37 probationary employees if they are discharged or laid off during this
38 period. After the required accumulated employment period, the

1 names of such employees shall then be placed on a Seniority List in
2 order of the date of their initial employment in the bargaining unit.

3 **Section 7**

4 The Company shall keep a Seniority List by job classification and
5 whenever the union requests such lists, the Company will make such
6 lists available for inspection. Said Seniority List shall be made
7 available in July 2010 and be revised quarterly during the life of this
8 Agreement. This list may be challenged by the Union within thirty
9 (30) days after each revision; otherwise, it shall be considered
10 correct. In addition, one (1) copy of the Seniority List revised in
11 September and March will be forwarded to the office of the Directing
12 Business Representative.

13 **Section 8**

14 Laid off employees shall be called back to work in accordance with
15 their seniority. The Company shall notify them in writing, by mail
16 forwarded to the employee's last known address on the Company's
17 records, and the employee will be required to notify the Company
18 within four (4) working days that he will report back to work on a
19 subsequent Friday, not to exceed twenty-one (21) days from the
20 receipt of the notice to return. Extenuating circumstance shall be
21 considered. Failure to do so will result in automatic loss of seniority
22 and the Company will be relieved of any obligation to reinstate the
23 employee. It is the sole responsibility of the employee to contact
24 TotalAccess at 1-866-473-2016 (for the hearing impaired TTY
25 number 1-800-755-6363) to keep the Company properly informed of
26 his address and telephone number.

27 A. If at the time of recall from layoff an employee is on medical
28 restrictions and is unable to return to work within recall
29 guidelines, said employee will be allowed to return to work
30 once medical restrictions are removed and the employee is
31 cleared to return to work by the Company physician or
32 limitations have changed such that management accepts the
33 employee to return to work.

34 B. If a lower senior employee is recalled to work as a result of
35 an opening created by the situation referenced in paragraph
36 A. above, he/she will be required to notify the Company
37 within four (4) working days that he/she will report back to
38 work within fourteen (14) days of receipt of this notice. This
39 is recognized as an exception to Article XI, Section 8.

1 **Section 9**

2 Any employee laid off for a continuous period of sixty (60) months
3 shall be dropped from the Seniority List.

4 **Section 10**

5 An employee will accumulate seniority while laid off.

6 **Section 11 – Shift Preference**

7 A. Subject to the Company's right to make any temporary shift
8 transfers to not exceed twenty (20) working days' duration, senior
9 employees shall have preference for shift assignments as provided
10 below. On temporary shift transfers, at the expiration of the
11 twentieth (20th) working day the employee shall be returned to his
12 original shift except for training purposes for employees in the
13 Maintenance A Labor Grade, this time may be extended up to an
14 additional ten (10) weeks.

15 B.

16 1) An employee with at least nine (9) months of continuous
17 service may request of his immediate supervisor, in writing, a
18 transfer to another shift which shall be limited to his present job
19 classification and department. He shall be permitted, within
20 fifteen (15) working days following the date of his request, to
21 displace the employee having the least amount of seniority on
22 the shift of his preference. The employee who is being
23 displaced shall be given five (5) working days advance
24 notification of displacement.

25 2) Employees who are transferred at the direction of the Company
26 from one shift to another will be given five (5) working days
27 advance notification.

28 C. Shift transfer will be made no later than the Monday of the
29 workweek in which the fifteenth (15) working day falls.

30 D. No displacement, for shift preference, of or by a probationary
31 employee shall be permitted.

32 E. An employee, having once exercised his shift preference rights,
33 will not be permitted to request a change in shifts for a period of
34 nine (9) months from the date of his transfer to the shift of his
35 preference. If an employee is transferred to another shift by the
36 Company, his shift preference rights will be reinstated. If such
37 employee was not the least senior employee on the shift from

1 which he was transferred and he elects within ten (10) working
2 days to return to that shift, he shall not be considered as having
3 exercised his shift preference rights as a result of such return.

4 F. The Company shall not be required to make shift transfers
5 exceeding ten percent (10%) (but at least one (1) employee) of
6 those employees in a given job classification, department and
7 shift, who are subject to displacement during any calendar month.

8 G. Any employee may cancel his request for shift transfer at any time
9 prior to his notification of shift transfer by the Company. Such
10 cancellation must be made in writing to his Foreman and signed by
11 the requesting employee. Cancellation of a request for shift
12 transfer will prohibit that employee from submitting any further
13 request for shift transfer for six (6) months.

14 **Section 12**

15 An employee who has been or will be transferred from a job
16 classification covered by this Agreement to a supervisory position not
17 within the bargaining unit, and over CBU personnel, will retain
18 previous seniority and will assume such seniority in case he returns
19 to the bargaining unit. However, effective 17 May 1993 any
20 employee in a supervisory position and over CBU personnel who is
21 promoted to a third line or higher supervisory position will lose all
22 credited union seniority rights.

23 a. Upon ratification of the 2010 contract, all supervisors covered
24 under Article XI, Section 12 will have one hundred twenty
25 (120) calendar days to return to the CBU workforce or will
26 forfeit their rights under this section. It is understood that if
27 any layoffs occur as a result of supervisors returning to the
28 bargaining unit, this will be considered an exception to
29 Supplemental Understanding #28.

30 b. Effective 14 June 2010, if an employee accepts a transfer
31 from a job classification covered by this Agreement to a
32 supervisory position not within the bargaining unit, and over
33 CBU personnel, he/she may be returned at any time within
34 ninety (90) calendar days to his/her former CBU classification.
35 He/she will not lose any seniority acquired prior to and
36 accrued during the ninety (90) calendar day period.

1 **Section 13**

2 An employee covered by this Agreement who is elected or appointed
3 to one of the following District 837 Offices: Business Representative,
4 President, Vice President, Financial Secretary, or Treasurer, or
5 becomes a Representative of the Grand Lodge, and leaves the
6 employ of the Company to serve in this office for full time and full pay
7 will retain previous seniority and accumulate seniority while serving in
8 these positions, for the purpose of reemployment only, provided he
9 applies for employment in the bargaining unit immediately.

10 **Section 14**

11 An employee occupying the position referred to in Section 12 of
12 this Article on 1 January 1971 shall be credited with additional
13 seniority as of that date for time spent in such position up to a
14 maximum of five (5) years. Similar seniority credit shall be granted
15 employees attaining such positions between 1 January 1971 and 11
16 May 1975. Employees attaining such positions after 11 May 1975
17 shall be credited with additional seniority for time spent in such
18 positions up to a maximum of four (4) years. Total seniority will be
19 assumed in each of the above instances in case of return to the
20 bargaining unit. Employees attaining such position after 16 May 1993
21 will only assume previous seniority when returning to the bargaining
22 unit.

23 **Section 15**

24 The Plant Chairmen certified by the Union to the Company will be
25 the last to be laid off by seniority while they are officially certified by
26 the Union as such. Shop Stewards will be the last to be laid off by
27 seniority within the job classification while they are officially certified
28 by the Union to the Company as such.

29 The above language does not insulate Stewards from shift
30 transfers in accordance with Article XI, Section 11. However, when
31 the Union reaches the number of Stewards called for in Article IX,
32 Section 12 we will extend seniority to Shop Stewards for shift
33 preference purposes.

34 **Section 16**

35 With the approval of the Union, a member of this bargaining unit
36 who is appointed an instructor shall accumulate seniority while he
37 serves as instructor. An instructor, for the purpose of this
38 understanding, is one whose full-time assignment is in the instruction

1 or teaching of Company or other personnel in a prescribed field of
2 activity. An instructor will not perform supervisory work.

3 **Section 17**

4 With the approval of the Union, a member of this bargaining unit
5 who is temporarily appointed to a salaried position and stationed at
6 vendor or customer facilities, shall accumulate seniority while he is
7 assigned, providing he maintains his good standing in the Union. The
8 seniority of the individuals mentioned in the above two sections for
9 layoff purposes shall be treated the same as other off-site personnel.

10 **Section 18**

11 In case an employee is returned to his original classification before
12 he has worked thirty (30) days in a position outside the collective
13 bargaining unit, he will not lose any seniority acquired prior to and
14 accrued during the thirty (30) working day period.

15 **Section 19**

16 A. Temporary layoffs shall not exceed ten (10) days in any one (1)
17 year period. Such layoffs shall be deemed necessary for the
18 following reasons only: an act of God, cancellation of contract by
19 the customer without prior notice, or moving of a department.
20 Seniority as defined in Article XI, Sections 2A and 3 shall not
21 apply, providing that the temporary layoff shall affect the entire
22 department.

23 B. In order to expedite the moving of a department, as stated above,
24 the Company may stagger the layoff periods, providing that each
25 employee of the department involved shall be temporarily laid off
26 an equal amount of time. The entire layoff period for the
27 department involved shall not exceed ten (10) days.

28 C. If only part of a department is being moved, then that part shall be
29 considered to be a department within the meaning of the above
30 sections.

31 **Section 20**

32 A separate classification for seniority purposes will be established
33 for each of the apprentice programs, i.e., Machinists-All Around and
34 Tool & Die Makers. The above apprentice programs shall be
35 indentured. Any employee who, in the unanimous opinion of the
36 Apprenticeship Administration Committee, does not progress
37 satisfactorily at any time during his apprenticeship will be returned to
38 his former job. Also, an employee with good reason will be permitted

1 to return to his former job at his request during the time of his
2 apprenticeship. Seniority in another classification held by the
3 employee at the time he enters the program will be held in reserve
4 until the employee leaves or completes the apprenticeship program.
5 Upon completion of the program, the employee shall carry into his
6 Journeyman classification any seniority he has in reserve, plus the
7 seniority he has accumulated while in the program. In the event of
8 layoff in an apprenticeship classification, the employee with the least
9 amount of time spent in the program shall be laid off first. If more
10 than one (1) employee has the same amount of time in the program,
11 the employee with the least amount of Company seniority shall be
12 laid off first. Utilizing total Company seniority, apprentices may be
13 moved back to their former or another classification at time of layoff,
14 subject to contract provisions.

15 **Section 21**

16 The Company will give at least two hundred forty (240) hours
17 written notice prior to layoff to the employees affected, except when
18 layoffs are caused by termination of a Government or other
19 production contract, temporary layoffs, or to employees who are
20 absent.

21 **Section 22**

22 Separate seniority lists will be maintained at each base.
23 Employees hired at an off-site base shall have seniority at that base,
24 except, if they are transferred to another off-site base, they shall have
25 seniority at both bases. Employees transferred from the St. Louis
26 facility to an off-site base shall have seniority at both places. In event
27 of a layoff, employees will be laid off by seniority at the place the
28 layoff occurs. However, if employees have seniority at another place,
29 they may exercise that seniority. All employees assigned to or hired
30 at off-site bases in a job classification set forth in Schedule "A" herein
31 will be covered by this Agreement.

32 **ARTICLE XII - VACATIONS**

33 **Section 1**

34 All employees who have completed one (1) year Company Service
35 will earn two (2) weeks of vacation with eighty (80) hours pay; all
36 employees who have completed ten (10) years Company Service will
37 earn three (3) weeks of vacation with one hundred twenty (120) hours

1 pay; all employees who have completed eighteen (18) years of
2 Company Service will earn four (4) weeks of vacation with one
3 hundred sixty (160) hours pay.

4 For purposes of this section, Company Service is defined as an
5 employee's total years of employment at The Boeing Company plus
6 the duration of employment recognized by any predecessor or
7 subsidiary company, subject to Sections 2 through 8.

8 Award Eligibility Date is one (1) year from date of hire. Award
9 Eligibility Date is subject to change due to break in Company Service
10 time or Sections 2 through 8.

11 A. A leadman will be paid his leadman's pay in addition to his base
12 rate.

13 B. Night shift employees will be paid their shift bonus in addition to
14 their base rate.

15 **Section 2**

16 Continuous employment shall accumulate during a leave of
17 absence not in excess of four (4) weeks, but shall not accumulate
18 during any part of a leave of absence in excess of four (4) weeks, or
19 during a layoff for lack of work, except that continuous employment
20 for the purpose of calculating vacation pay shall accumulate during a
21 leave of absence for non-occupational disability and FMLA not in
22 excess of thirteen (13) weeks, but shall not accumulate during any
23 part of a leave of absence in excess of thirteen (13) weeks.

24 Continuous employment shall accumulate during a leave of
25 absence not in excess of four (4) weeks, but shall not accumulate
26 during any part of a leave of absence in excess of four (4) weeks, or
27 during a layoff for lack of work, except that continuous employment
28 for the purpose of calculating vacation pay shall accumulate during a
29 leave of absence for occupational disability not in excess of twenty-
30 six (26) weeks, but shall not accumulate during any part of a leave of
31 absence in excess of twenty-six (26) weeks.

32 **Section 3**

33 All vacations must be taken before the expiration of twelve (12)
34 months after date vacation is earned. However, up to ten (10)
35 vacation days may be carried over into the succeeding vacation year.
36 Those vacation days carried over must be taken before the expiration
37 of twelve (12) months after the new vacation year anniversary date.

1 **Section 4**

2 Not less than one (1) nor more than two (2) weeks of vacation may
3 be taken at any one time, except for those entitled to three (3) weeks,
4 four (4) weeks, five (5) weeks, or six (6) weeks, who may take that
5 many at one time. The most senior employee of a classification, shift
6 and department shall be given first choice for one period of his
7 vacation. After all other less senior employees of that classification,
8 shift and department have exercised their first choice, then the most
9 senior employee shall exercise his choice for his second period of
10 vacation. After all other less senior employees of that classification,
11 shift and department have exercised their second choice, then the
12 most senior employee shall exercise his choice for the third period of
13 his vacation. After all other less senior employees of that
14 classification, shift and department have exercised their third choice,
15 then the most senior employee shall exercise his choice for his
16 remaining vacation periods. The Company will permit at least one (1)
17 employee of a given classification in a department to be on vacation
18 at any given time.

19 **Section 5**

20 A. If a recognized holiday falls within a vacation period the employee
21 shall add one (1) day off with pay to the end of his vacation.

22 B. Subject to scheduled operations and the following conditions,
23 employees may schedule a one (1), two (2), three (3), or four (4)
24 day vacation in a workweek (8, 16, 24, or 32 hours):

25 1) Each request for a one (1) day vacation falling before or after a
26 holiday must be made to the employee's Foreman or
27 Supervisor at least one (1) working day prior to the start of the
28 day requested. Scheduling of one (1), two (2), three (3), or
29 four (4) day vacations shall not be by seniority but rather shall
30 be on a first come first served basis. One (1), two (2), three (3),
31 or four (4) day vacations, when approved, will be considered as
32 part of the established vacation scheduling percentage by
33 classification and department.

34 2) An employee may request a one (1), two (2), three (3), or four
35 (4) day vacation for the day(s) preceding a holiday, or for the
36 day(s) following a holiday. Each request must be made to the
37 employee's Foreman or Supervisor prior to the day(s)
38 requested. Such request may be granted if the requested
39 vacation day(s) do not interfere with scheduled operations. If,

1 however, the vacation day(s) is not approved prior to the day(s)
2 requested, vacation pay will not be allowed for any absence on
3 that day. Monday following a Friday, that is a recognized
4 holiday, is to be considered as the day following a holiday; and
5 Friday preceding a Monday, that is a recognized holiday, is to
6 be considered as the day preceding a holiday.

7 3) Assuming scheduled operations permit, an employee may
8 schedule a one (1) day vacation for a Friday, and another one
9 (1) day vacation the following Monday. No more than four (4)
10 days vacation may be taken consecutively and no more than
11 six (6) days vacation may be taken in any two (2) consecutive
12 workweeks. Friday and Monday are considered consecutive
13 days.

14 4) No advance pay will be allowed for one (1), two (2), three (3), or
15 four (4) day vacations.

16 5) An employee who has scheduled a three (3) day Wednesday-
17 Thursday-Friday, Thursday-Friday-Monday, Friday-Monday-
18 Tuesday, Monday-Tuesday-Wednesday, or a two (2) day
19 Thursday-Friday, Friday-Monday, Monday-Tuesday or a one
20 day Friday or Monday vacation, may be asked to work Saturday
21 or Sunday overtime. This procedure is recognized as an
22 exception to Article XXIV, Overtime Guidelines.

23 C. For employees eligible for vacation time off as provided for in this
24 Section, supervision shall, production needs permitting, authorize
25 absences, on a two (2) hour basis, to be charged against the
26 employee's remaining vacation hours, providing that requests by
27 the employee for such time off are received by supervision prior to
28 the requested day off. Vacations in this Section may be taken in
29 two (2) hour increments.

30 **Section 6**

31 All vacations shall be taken at a time when they will not seriously
32 interfere with scheduled operations, and so far as practicable, the
33 Company will schedule all vacations for the period for which
34 employees express a preference, those who have the most seniority
35 being given the first consideration.

36 **Section 7**

37 Vacation pay will not be allowed in lieu of an actual vacation, nor
38 will accumulated vacation or vacation pay be allowed on a pro rata

1 basis except that (a) accumulated vacation and vacation pay, on a
2 daily pro rata basis including the last full day worked, will be allowed
3 to employees with twelve (12) months or more continuous
4 employment who are terminated for any reason and (b) accumulated
5 vacation and vacation pay, on a daily pro rata basis including the last
6 full day worked will be allowed to all employees other than
7 probationary employees, as defined in Article XI hereof, who leave
8 the Company to and actually do serve in the armed forces of the
9 United States, provided they furnish satisfactory proof of their military
10 service within a period of thirty (30) days after leaving the Company.

11 **Section 8**

12 A. If an employee with continuous service with the Company is laid
13 off and later reinstated, he will be given credit for the time worked
14 prior to his layoff toward the accumulated time necessary to earn a
15 vacation.

16 B. Upon return to work from layoff of less than ninety (90) days, an
17 employee may request the amount of vacation time paid at time of
18 layoff as time off without pay. These absences shall not be
19 considered as absenteeism for purposes of disciplinary action
20 under the Company's attendance policy.

21 **ARTICLE XIII - SAFETY COMMITTEE**

22 **Section 1**

23 It is the desire of both parties to this Agreement to communicate
24 and maintain high standards of occupational safety and health in the
25 plants of the Company. Both parties are committed to achieving a
26 safe work environment consistent with an injury-free workplace, and
27 to eliminate, as far as possible, industrial accidents and illnesses.
28 The parties further recognize that efforts directed to achieve a safe
29 and healthy workplace must represent shared responsibility and
30 encourage the involvement of all employees. The Union will appoint
31 one IAM Safety Committeeman for each building and shift. The
32 Company will assign professional safety/health coverage for each
33 building and shift. They shall be known as the Boeing Plant Safety
34 Committee. A Company Safety Engineer or Industrial Hygienist shall
35 act as Chairman of this committee, and the IAM EHS Representative
36 shall act as Co-chairman. The Directing Business Representative

1 may assign Business Representatives to the Safety Committee to
2 monitor the Company's safety program.

3 The Union and Company agree that the advantages of employee
4 safety is in their best interest and is consistent with the workplace
5 environment described in Boeing Ethical Business Conduct
6 Guidelines. When an employee has concerns that imminent danger
7 may be present in the assignment of work to be performed, the
8 employee will immediately notify his/her supervisor. In addition, the
9 employee should contact the IAM Safety Committeeman who will
10 help investigate the complaint.

11 **Section 2**

12 The duty of the Safety Committee is to receive and investigate
13 complaints within his/her designated building and shift regarding
14 alleged unsafe and unhealthy working conditions. IAM Safety
15 Committeeman shall make recommendations for the maintenance of
16 proper standards, and discuss Health and Safety Hazard Reports and
17 other specific safety or health problems or concerns relating to work
18 areas to the IAM/Boeing Safety Committee Chairs, SHEA, Production
19 Operations Safety Council and the Executive SHEA Council. The
20 IAM Safety Committeeman will be notified and attend all
21 Occupational Injury Incident Review Board meetings.

22 A contact listing of the responsible Boeing Safety managers or
23 designees and the IAM/Boeing Safety Committee members will be
24 provided to the IAM Safety Committeeman.

25 **Section 3**

26 The IAM Safety Committeeman shall receive and investigate
27 complaints within his/her designated building and shift regarding
28 alleged unsafe and unhealthy working conditions. Proper and modern
29 safety devices shall be provided for all employees working on
30 potentially unsafe and hazardous work. Such devices will be
31 furnished by the Company, and it shall be mandatory for employees
32 to use same. All written hazard reports will be answered in writing
33 within three (3) working days, whenever possible, but no later than
34 five (5) working days.

35 **Section 4**

36 The Company shall maintain on all full shifts access to an
37 emergency trained attendant to care for its employees in case of
38 accidental injuries or serious illness.

1 **Section 5**

2 A. The Company will continue to furnish personal protective
3 equipment in particular situations where it is now the practice to do
4 so unless circumstances in such situations change, making the
5 use of such personal protective equipment unnecessary.

6 B. One pair of OSHA approved prescription safety glasses including
7 eye examination shall be furnished by the Company for the life of
8 the contract. The glasses and exam will be provided on site by a
9 vendor selected by the Company. This benefit will apply only to
10 employees who are required by the Company to wear safety
11 glasses on their job.

12 **Section 6**

13 An employee serving as IAM Safety Committeeman shall not at
14 the same time serve as IAM Shop Steward. It is intended that IAM
15 Safety Committeeman continue to work in the building where they are
16 appointed to provide experience and continuity. However, for
17 reasons of production, it may be necessary at times to transfer them
18 to another building. The Company shall notify the Union in writing
19 five (5) days prior to the transfer of a IAM Safety Committeeman.

20 **ARTICLE XIV - WAIVER**

21 **Section 1**

22 The waiver of any breach or condition of this Agreement by either
23 party shall not constitute a precedent for any future enforcement or
24 waiver of such breach or condition.

25 **ARTICLE XV - BULLETIN BOARDS**

26 **Section 1**

27 The Union shall have the right to use designated bulletin boards
28 on the Company property for the purpose of posting notices of Union
29 meetings and other activities which are officially approved by the
30 Union and the Company prior to posting. The Company will act
31 promptly on such notices sent to the Labor Relations Department by
32 the Union.

1 **Section 2**

2 No other notices or distribution of pamphlets, advertising matter or
3 any kind of literature will be permitted in the plant or on Company
4 property excepting matter the distribution of which is protected by
5 Section 7 of the National Labor Relations Act as amended. Violators
6 of this rule shall be subject to immediate disciplinary action up to and
7 including discharge.

8 **ARTICLE XVI - PAYROLL DEDUCTIONS**

9 **Section 1**

10 Whenever an employee shall so request in writing to the Union,
11 the Company will deduct from such employee's pay each month dues
12 payable by such employee to the Union in a sum specified by the
13 Union. The Company shall furnish all Union payments via electronic
14 funds transfer process only (Direct Deposit). The Union shall ensure
15 the Company has been provided with a valid bank account and
16 routing number to set up the process. It will be the responsibility of
17 the Union to submit all changes in Bank information to the Company
18 immediately. The Company shall issue all reports distributed to the
19 Union electronically. Accounts will be established for a focal
20 designated by the Union. It will be the responsibility of the Union to
21 submit all changes in focals to the Company. The Union will notify the
22 Company of any changes in the rate of dues a minimum of thirty (30)
23 days in advance of the effective date during the term of this
24 Agreement. Each such request shall specify that the employee
25 reserves the right to withdraw such request by notice in writing. Such
26 request for deduction of Union dues shall be valid only for the
27 duration of this Agreement. The agreed forms for use of employees
28 in making a request for deduction, as well as form of notice of
29 withdrawal, will be furnished by the Union. Payment and data
30 transfer options and timeframes will be per an agreement between
31 the Company and the Union.

32 **Section 2**

33 Upon receipt of payroll direct deposit authorization from the
34 employee, the Company agrees to make up to four (4) direct
35 deposit(s), as specified by the employee, to the participating financial
36 institution of their choice in the United States. Direct deposit
37 authorization mechanisms are provided by the Company. The

1 Company shall adhere to all direct deposit provisions and regulations
2 which includes timely transmission of funds and the designated
3 financial institutions.

4 **ARTICLE XVII - SABOTAGE**

5 **Section 1**

6 The Union agrees to report to the Company any acts of sabotage
7 or damage to or taking of Company, Government, customer, or any
8 other person's or employee's property, and the Union further agrees if
9 any such acts occur, to use its best efforts in assisting to determine
10 and apprehend the guilty person.

11 **ARTICLE XVIII - UNION SECURITY**

12 **Section 1**

13 As a condition of employment all employees subject to the
14 provisions of this Contract shall become and remain members of the
15 Union in good standing. Good standing shall consist only of the
16 payment of dues and initiation fees.

17 The Company shall be required to terminate an employee for non-
18 membership in the Union only if the Union certifies that membership
19 in the Union was denied or terminated solely by reason of the
20 employee's failure to tender the periodic dues and initiation fees
21 uniformly required as a condition of acquiring or retaining
22 membership in the Union.

23 **Section 2**

24 New employees shall, before the expiration of their probationary
25 period (forty (40) working days for all employees) make application
26 for membership. Overtime days will be included in the number of
27 probationary period days provided the employee works a minimum of
28 eight (8) hours (for first and second shift) or six and one-half (6.5)
29 hours for third shift.

30 **Section 3**

31 The Union shall indemnify, defend and save the Company
32 harmless against any and all claims, demands, suits or other forms of
33 liability that shall arise out of or by reason of action taken by the

1 Company under Section 1 in reliance upon representation by the
2 Union that an employee may be lawfully discharged under Section 1.
3 Such requests for discharge shall be made by registered mail from
4 the Directing Business Representative (or his designee) to the
5 Manager Employee Relations (or his designee).

6 **ARTICLE XIX - DISTRIBUTION OF** 7 **AGREEMENT**

8 **Section 1**

9 The employer agrees to furnish a copy of this Agreement to all
10 present employees within ninety (90) days after receipt of Union's
11 proofread copy and all newly employed persons who come under the
12 terms of this Agreement.

13 **ARTICLE XX - NO STRIKE CLAUSE**

14 **Section 1**

15 A. There shall be no slowdowns, picketing, boycotts, cessation of
16 work, strikes, interference with the business of the Company or
17 other disruptive activities by employees or the Union during the
18 term of this Agreement, and no lockouts by the Company.

19 B. Any employee violating this provision shall be subject to whatever
20 disciplinary action may be warranted.

21 **Section 2**

22 The above prohibition on strikes shall not be binding on the Union
23 sixty (60) days after notice has been served on the Company
24 pursuant to Section 8(d) of the National Labor Relations Act as
25 amended when no agreement for a new contract has been reached.

26 **ARTICLE XXI - FUNERAL LEAVE**

27 **Section 1**

28 When a death occurs in an employee's immediate family (spouse,
29 parent or step-parent, child or step-child, brother, step-brother, or
30 half-brother, sister, step-sister, or half-sister, mother-in-law and
31 father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-

1 law, grandparent, great-grandparent or grandchild, spouse's
2 grandmother or grandfather, same sex domestic partner), such
3 employee will be paid eight (8) hours pay at his working rate for a
4 regularly scheduled workday. In addition, an employee will be
5 granted funeral leave for a stillborn child if the employee provides a
6 certificate of fetal death which has been certified by the attending
7 physician. Funeral leave pay may be allowed from the day of death
8 up to ten (10) calendar days after the funeral or memorial service not
9 to exceed three (3) working days, provided that the employee attends
10 the funeral or memorial service, but no funeral leave pay shall be
11 allowed for any funeral leave day for which holiday, vacation, sick
12 leave, weekly disability or similar payment is paid. All days taken
13 after the date of the funeral or memorial service must be taken
14 consecutively. Written proof satisfactory to the Company (such as a
15 death notice, confirmation from a coroner, undertaker, doctor or
16 hospital) must be submitted by the employee to his/her supervisor or
17 designee no later than five (5) working days after return to work.

18 **Section 2**

19 Time lost because of funeral leave as listed in Section 1 of this
20 Article shall not be considered as absenteeism for purposes of
21 disciplinary action or adjusting vacation or sick leave anniversary
22 dates.

23 **Section 3**

24 Employees on approved funeral leave the day before or after a
25 scheduled overtime period will not be required to report to work for
26 the extended workweek period.

27 **ARTICLE XXII - JURY/WITNESS DUTY**

28 **Section 1**

29 When an employee is required to and actually does serve on jury
30 duty on a regularly scheduled working day, he shall receive eight (8)
31 hours pay at his base rate (plus shift bonus and leadman's pay if
32 applicable). Employees shall receive holiday pay if a holiday occurs
33 while on jury duty. Such payments shall be limited to thirty (30) days
34 in any one calendar year or longer if required by applicable laws.
35 Proof of such services satisfactory to the Company must be given
36 before this section shall apply.

1 **Section 2**

2 When an employee is subpoenaed as a witness in a Federal court,
3 or state court of law in the state in which he is working or residing, he
4 shall receive eight (8) hours pay at his base rate (plus shift bonus and
5 leadman's pay, if applicable). Such payment shall be limited to thirty
6 (30) days in any calendar year or longer if required by applicable
7 laws. Proof of such services satisfactory to the Company must be
8 given before this Section applies.

9 However, an employee will not receive wages under the above
10 provisions if he is called as a witness against the Company, or its
11 interests; or is called as a witness on his own behalf in an action in
12 which he is a party; or he voluntarily seeks to testify as a witness; or
13 is a witness in a case arising from or limited to his outside
14 employment or outside business activities.

15 **Section 3**

16 Time spent on jury/witness duties is not to be counted as
17 absenteeism for purposes of disciplinary action or adjusting vacation
18 or sick leave anniversary dates.

19 **ARTICLE XXIII - SICK LEAVE**

20 **Section 1**

21 All employees who complete one (1) year of Company Service will
22 be granted during the following year, one (1) day of sick leave; after
23 the completion of two (2) years of Company Service, three (3) days
24 during the following year; after the completion of three (3) years of
25 Company Service, six (6) days during the following year, subject to
26 Sections 2 through 9.

27 For purposes of this section, Company Service is defined as an
28 employee's total years of employment at The Boeing Company plus
29 the duration of employment recognized by any predecessor or
30 subsidiary Company, subject to Sections 2 through 9.

31 Award eligibility date is one (1) year from date of hire. Award
32 eligibility date is subject to change due to break in Company Service
33 time or Sections 2 through 9.

1 **Section 2**

2 The sick leave anniversary date for all employees who completed
3 one or more years of continuous employment will be the same as
4 their employment anniversary date, subject to provisions of Sections
5 3 through 9.

6 **Section 3**

7 Any employee who is absent on his annual earned date for the
8 purpose of sick leave and that absence results in a Leave of Absence
9 or termination will not be eligible to receive his following year's sick
10 leave, determined under Section 2. Otherwise, all employees will be
11 eligible on their annual earned date for their following year's sick
12 leave. For the purposes of this Section only, the term "annual earned
13 date" shall be considered to mean the employee's employment
14 anniversary date (as adjusted in accordance with Sections 6 through
15 9).

16 **Section 4**

17 Sick leave pay shall be calculated at the employee's working rate
18 at the time the leave is taken. At the end of the second year and at
19 the end of each year thereafter, any unused part of the sick leave
20 allowed each year will be paid to each employee at his working rate
21 he is then earning. Sick leave will be taken and paid in units of one
22 (1) hour increments. An employee who takes a disability leave of
23 absence may receive any sick leave pay for which he is eligible, by
24 making a request through TotalAccess, for any of the days in
25 question.

26 **Section 5**

27 Sick leave days are considered to be only those days falling within
28 the employee's regular schedule of hours.

29 **Section 6**

30 Continuous employment for sick leave eligibility shall accumulate
31 during a leave of absence not in excess of four (4) weeks, but shall
32 not accumulate during any part of a leave of absence in excess of
33 four (4) weeks, or during a layoff for lack of work, except that
34 continuous employment for the purpose of calculating sick leave
35 eligibility shall accumulate during a leave of absence for non-
36 occupational disability or FMLA not in excess of thirteen (13) weeks,
37 but shall not accumulate during any part of a leave of absence in
38 excess of thirteen (13) weeks.

1 Continuous employment for sick leave eligibility shall accumulate
2 during a leave of absence not in excess of four (4) weeks, but shall
3 not accumulate during any part of a leave of absence in excess of
4 four (4) weeks, or during a layoff for lack of work, except that
5 continuous employment for the purpose of calculating sick leave
6 eligibility shall accumulate during a leave of absence for occupational
7 disability not in excess of twenty-six (26) weeks, but shall not
8 accumulate during any part of a leave of absence in excess of
9 twenty-six (26) weeks.

10 **Section 7**

11 If an employee with continuous service with the Company is laid
12 off or enters military service and is later reinstated, he will be given
13 credit for the time worked prior to his layoff, or military leave, for
14 purposes of computing future sick leave eligibility.

15 **Section 8**

16 Any employee who is terminated for any reason will be granted
17 sick leave pay on a daily pro rata basis including the last full day
18 worked, which he has earned but not used, except that the entire
19 unused portion of sick leave which was earned on his last
20 anniversary date will be granted as sick leave pay to an employee
21 who is retired or laid off for lack of work. An employee, who is
22 granted sick leave pay earned on his last anniversary date, may upon
23 his return from layoff status, request amount granted as time off
24 without pay.

25 **Section 9**

26 Days of sick leave, as defined in Section 1 of this Article, shall not
27 be considered as absenteeism for purposes of disciplinary action or
28 adjusting vacation or sick leave anniversary dates.

29 **ARTICLE XXIV - OVERTIME**

30 **Section 1**

31 It is the desire of the Company to distribute overtime as equally as
32 possible in light of the work to be performed. Both the Union and the
33 Company recognize that the individuals who perform the work must
34 be qualified for and familiar with the specific work. If these conditions
35 are met, overtime will be distributed as equally as possible within the
36 shift, department, and job classification. Every effort will be made to

1 adjust any unequal distribution of overtime to ninety (90) hours
2 between the maximum and minimum hours of overtime within the
3 shift, department and job classification which may have occurred in
4 any calendar quarter during the next succeeding calendar quarter
5 wherever practicable.

6 **Section 2**

7 The Supervisors and Stewards shall review the overtime record on
8 a monthly basis to see that the above policy is being followed.

9 **Section 3**

10 Overtime shall be distributed in accordance with the guidelines set
11 forth in Supplemental Understanding #8.

12 **ARTICLE XXV - MILITARY RESERVE** 13 **SERVICE PAY**

14 **Section 1**

15 An employee who is called to and performs short-term active duty
16 of ninety (90) calendar days or less, including annual active duty for
17 training, as a member of the United States Armed Forces Reserve or
18 National Guard, shall be paid as provided below for days spent
19 performing such duty provided the employee would not otherwise be
20 on layoff or leave of absence.

21 For each day of short-term active military duty served on a
22 regularly scheduled working day, the employee shall receive eight (8)
23 hours pay at his base rate (plus shift premium and leadman's pay if
24 applicable) less military pay received for that day. Such payments
25 shall be limited to ten (10) working days in any one military fiscal year
26 (i.e., from 1 October through 30 September). Military pay is defined
27 as all military earnings including all allowances except for rations,
28 subsistence, and travel.

29 In order to receive payment under this Section, an employee must
30 give HR Services prior notice of such military duty and, upon his
31 return to work, furnish Payroll with a statement of the military pay
32 received for performing such duty.

33 Any employee having to travel 350 miles or more as measured by
34 Rand McNally Standard Highway Guide for his or her military duty will

1 be allowed to leave work early for travel time will not be considered
2 as absenteeism for purposes of disciplinary action.

3 **ARTICLE XXVI - GROUP INSURANCE,** 4 **SAVINGS, AND RETIREMENT INCOME** 5 **PLANS**

6 **Section 1**

7 The parties have agreed that the Company will continue in effect
8 group insurance, retirement, and savings plan benefits as modified by
9 the Company's proposal dated June 10, 2010. The Company will
10 advise the Union of any change in the companies which currently
11 administer these plan benefits.

12 **Section 2**

13 The benefits of the foregoing plans will be subject to the provisions
14 of this Agreement except that they will not be subject to the grievance
15 procedure and the arbitration procedure provided in this Agreement.

16 **ARTICLE XXVII - TOTAL AGREEMENT**

17 **Section 1**

18 These Articles of Agreement, together with the Job Specifications
19 referred to in Article IV, Section 7, and the supplemental
20 understandings listed in Section 2 below, constitute the total
21 agreement between the two parties. All other agreements and
22 understandings (between the Company and this Union only) are
23 rescinded.

24 **Section 2**

25 The following Supplemental Understandings and Contract
26 Supplement "A" on Off-Site Locations, copies of which are attached
27 to this Agreement, shall remain in effect for the life of this Agreement:

- 28 1. Understanding regarding No Smoking Policy.
- 29 2. Memorandum of Understanding concerning leaves of absences.
- 30 3. Letter concerning new methods, materials, and technology dated
31 27 May 2010.
- 32 4. Letter concerning leaves for Union business dated 20 May 2007.

- 1 5. Understanding concerning formation of a committee to discuss
2 FMLA, MLOA, and TotalAccess issues.
- 3 6. Memorandum of Understanding concerning shift preference.
- 4 7. Letter concerning the impact of Federal legislation on our
5 retirement and group insurance benefits dated 10 June 2010.
- 6 8. Overtime Guidelines.
- 7 9. Glossary of Terms used in job descriptions dated 10 June 2010.
- 8 10. Letter concerning Union involvement in discrimination complaints
9 dated 18 May 2004.
- 10 11. Letter concerning Business Representatives' group insurance
11 dated 10 June 2010.
- 12 12. Employment Security for the Support Labor Grade personnel.
- 13 13. Memorandum of Understanding concerning Medical Leave of
14 Absence Return to Work Team.
- 15 14. Letter concerning drug/alcohol testing program.
- 16 15. Health Maintenance Organizations (HMO).
- 17 16. Participation in ShareValue Trust Program.
- 18 17. Letter concerning employee's voluntary contributions to District
19 #837 IAMAW - P.A.C. dated 28 April 2010.
- 20 18. Understanding regarding Point-of-Use Delivery.
- 21 19. Memorandum of Understanding regarding travel.
- 22 20. Agreement regarding continuation of certain agreements and
23 MOU's.
- 24 21. Memorandum of Understanding concerning Performance
25 Sharing Plan.
- 26 22. Memorandum of Agreement for High Performance Work
27 Organizations.
- 28 23. MDA Employability Plan.
- 29 24. Offset and Subcontracting Arrangements/Employment Stability
30 Income Continuation Plan
- 31 25. Joint Committee on Health Care Cost and Quality.
- 32 26. Memorandum of Agreement on the Labor Grade Model.

- 1 27. Memorandum of Agreement concerning the Machinist Custom
- 2 Choices Worksite Benefits Program.
- 3 28. Agreement regarding Employment Security.
- 4 29. Letter of Agreement regarding Offsetting Medical Plan
- 5 Contributions for Certain Retirees.
- 6 30. Safety Representative Position
- 7 31. Letter from S. Jacques to R. Smith dated 16 May 2007 regarding
- 8 layoff process under the Labor Grade Model.
- 9 32. Letter from S. Jacques to R. Smith dated 16 May 2007 regarding
- 10 the moving of work currently performed by the Flight Labor
- 11 Grade.
- 12 33. New classification/Prototype Mechanic.

13 **Section 3**

14 If any provision or the enforcement or performance of any
15 provision of this Agreement is or shall at any time be contrary to law,
16 then such provision shall not be applicable or enforced or performed,
17 except to the extent permitted by law. If, at any time thereafter, such
18 provision or its enforcement or performance shall no longer conflict
19 with the law, then it shall be deemed restored in full force and effect.
20 If any provision of this Agreement, or the application of such provision
21 to any person or circumstance shall be held invalid, the remainder of
22 this Agreement, or the application of such provision to other persons
23 or circumstances, shall not be affected thereby.

24 Signed this 1st day of September 2010

25 **THE BOEING COMPANY**

26 STEPHEN M. JACQUES
27 Vice President IDS Manufacturing

28 THOMAS A. EASLEY
29 Director Labor Relations

1 DENNIS S. KUHL
2 Sr Manager Employee Relations

3 MATTHEW J. AUBUCHON
4 HR Director Global Strike Systems

5 STEVEN M. GILL
6 Director Site Services St. Louis

7 BEAUFORD L. DANIEL
8 Director Assembly C-17 Program

9 DANIEL J. SCHELL
10 Director Assembly F15 & Ramp/Delivery Operations

11 BRIAN E. NICHOLS
12 Employee Relations Specialist

13 KENNETH L. HEININGER
14 Legal

15 CHRISTY KAUFMAN
16 Director Finance

17 BRYAN T. SCOTT
18 Director Quality

1 DAVID THOLE
2 Director Production Flow Management

3 **DISTRICT LODGE NO. 837, INTERNATIONAL**
4 **ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,**
5 **AFL-CIO**

6 GORDON J. KING, SR.
7 President Directing Business Representative

8 STEPHEN MCDERMAN
9 Assistant Directing Business Representative

10 MICHAEL EDWARDS
11 Business Representative

12 SAMUEL L. DAVISON
13 Plant Chairman

14 ROGER W. SMITH
15 Plant Chairman

16 EARL E. SCHUESSLER
17 Plant Chairman

18 KEITH STRATMANN
19 Plant Chairman

1 BILL J. BROCK
2 President, Local Lodge 837-A

3 BRUCE DARROUGH
4 President, Local Lodge 837-B

5 MARK HANKLEY
6 IAM Negotiator Lodge 837-A

7 DON LUMMUS
8 IAM Negotiator Lodge 837-B

1
2

SUPPLEMENT 'A'

OFF-SITE LOCATIONS

3

1. Benefits

4 The copays for office visits, emergency room, and prescription
5 drugs that are agreed to will remain in effect for remote site HMOs
6 offered by the company during the life of the contract, except where
7 the HMOs no longer offer those copay arrangements as part of their
8 array of products. In those situations where an HMO no longer offers
9 the copay arrangements agreed to by the union and the company,
10 the company will work with the HMO and the union to offer the next
11 lowest copay arrangement.

12 In Southern California, the copay arrangements in place for
13 HMOs offered to the IAM 725 will be offered to IAM 837 employees in
14 those locations.

15

2. Off-Site Bases

16 Employees assigned to off-site bases at the request of the
17 Company will be assigned under the appropriate provisions of the
18 Corporate Travel Manual then in effect. These employees will be
19 informed of the provisions of the Corporate Travel Manual governing
20 their assignment when they are requested to accept such
21 assignments.

22 Employees assigned permanently to remote facilities may be
23 reclassified to a Field Classification. In no case, however, will an
24 employee be reclassified to a Field Classification when receiving per
25 diem allowances.

Supplemental Understanding #1

1
2 The Parties agree that tobacco smoke is a proven health hazard
3 to those who directly ingest it, as well as, to the health of those
4 subjected to an environment where smoking is allowed. Based on
5 these facts, the parties have agreed that smoking will be entirely
6 prohibited at all locations, both inside and outside of all buildings and
7 facilities, at any Company location within the St. Louis Metropolitan
8 area covered by this Collective Bargaining Agreement. In an effort to
9 assist employees who desire to quit smoking, access to a tobacco
10 cessation program via telephonic support, such as Quit for Life, will
11 be made available for duration of contract.

1 **Supplemental Understanding #2**
2 **LEAVE OF ABSENCE**

3 **MEMORANDUM OF UNDERSTANDING**

4 The Company and the Union have agreed that the following will be
5 the procedure for handling requests for leaves of absence.

- 6 1. Request for leave may be made by employee or person
7 authorized by the employee to make request.
- 8 2. Employee, or person authorized to make request, will call the
9 Company Leave of Absence desk through TotalAccess at 1-866-
10 473-2016 (TTY number: 1-800-755-6363), or designee's, as soon
11 as possible; but in any event, not later than 4:00 p.m. CST on the
12 third day of absence.
- 13 3. The Company Leave of Absence Office will give employee, or
14 person authorized to make request, a request identification
15 number at the time request for leave of absence is made.
- 16 4. The call from the employee, or person making request, will be
17 handled by the Company Leave of Absence Office who will obtain
18 necessary information, including address and phone number. It is
19 the employee's responsibility to provide an address and phone
20 number where he can be contacted during the Leave of Absence.
- 21 5. Medical leaves of absences of more than seven (7) calendar days
22 requires medical documentation from the employee's Health Care
23 Provider not later than the fifteenth (15th) calendar day from the
24 date of request for the Leave of Absence.
- 25 6. Employees returning from a Medical leave of absence must
26 provide a release statement from the treating physician prior to
27 returning to work. Employees requiring limitations must be
28 evaluated by Medical Services prior to their return to work.
- 29 7. The Company Leave of Absence office will contact the employee
30 by phone or by mail to advise status of request for leave.
- 31 8. All employees returning to work must notify the Company Leave of
32 Absence office by calling TotalAccess at 1-866-473-2016 (TTY
33 number: 1-800-755-6363) no later than the day of his/her return.

Supplemental Understanding #3

27 May 2010

Mr. Gordon J. King
President-Directing Business Representative
Aerospace District Lodge No. 837
International Association of Machinists
and Aerospace Workers, AFL-CIO
212 Utz Lane
Hazelwood, Missouri 63042

Dear Mr. King:

This will confirm the understanding reached during the recent contract negotiations concerning the introduction of new technology into plant operations.

Whenever either party becomes aware of significant changes in methods, materials, or technology which might give rise to a question of appropriate work assignments, the Company will discuss the matter with the Union.

Whenever lists of newly purchased machinery are received by Labor Relations, you will be invited to review them in the Labor Relations office. When new machinery is installed or new material is introduced, a tour to view the new operations will be conducted. If agreement on the proper classification to operate the new machine or equipment is reached, the written agreement will be signed by the Manager Employee Relations and the President-Directing Business Representative of the Union.

When, as a result of the above meeting, an agreement is reached that the new work should be assigned to a specific CBU classification and new technology creates a need for new knowledge and skills, the Company will offer the affected employee the necessary training to acquire such new skills.

Very truly yours,

The Boeing Company

/s/ D. S. Kuhl

Dennis S. Kuhl
Sr. Manager Employee Relations
The Boeing Company

Supplemental Understanding #4

20 May 2007

Mr. Richard Smith
President-Directing Business Representative
Aerospace District Lodge No. 837
International Association of Machinists
and Aerospace Workers, AFL-CIO
212 Utz Lane
Hazelwood, Missouri 63042

Dear Mr. Smith:

You have raised the question concerning the preservation of seniority of Union members who are elected or appointed delegates to the following Union conventions or assignments:

A. I.A.M.A.W. International Convention

Once every four (4) years

B. AFL-CIO State Convention

Once per year

C. I.A.M.A.W. Aerospace Conference

As required

D. I.A.M. Industrial Conference

As required

E. Machinists Leadership School

As required

F. Plant Chairman replacement, Union audit, Federal and State investigation, and legislative conferences.

G. Tool and Die Conference

As required

H. Communications Conference

As required

I. Safety Conference

As required

J. IAM Woman's Conference

- 1 As required
- 2 K. CLUW Conference
- 3 As required
- 4 L. APRI Conference
- 5 As required
- 6 M. NAACP Conference
- 7 As required

8

9 The Company agrees that when absences as indicated above are
10 one (1) week, but not more than two (2) weeks, and therefore would
11 affect the employee's seniority, such provisions will be null and void
12 regarding these situations and the concerned personnel will not lose
13 seniority, Income Plan benefits, or have their vacation or sick leave
14 anniversary dates adjusted provided such absences have been
15 approved in advance by the Union President-Directing Business
16 Representative and Company Manager Employee Relations. Plant
17 Chairman replacements may exceed the two (2) weeks without loss
18 of any of the above benefits.

19 In addition, the Company agrees that leaves granted to
20 employee/members of the Union's negotiating committee during
21 contract negotiation periods will not affect the seniority or cause any
22 loss of benefits to those employees.

23 Special circumstances may occasionally occur wherein the Union
24 may request time off for employees outside the provisions of this
25 Supplemental Understanding. Such requests will be in writing,
26 submitted to the Company at least three (3) calendar days prior to the
27 requested time off.

28 Yours very truly,

29 **THE BOEING COMPANY**

30 /s/ Dennis S. Kuhl

31 Dennis S. Kuhl
32 Sr. Manager Employee Relations
33 THE BOEING COMPANY

1 **Supplemental Understanding #5**

2 **JOINT COMMITTEE**

3 The Parties agree to form a Joint Committee on all practices related
4 to FMLA, MLOA, and TotalAccess. The Committee will meet
5 quarterly. The purpose of this committee will be to review and make
6 recommendations to improve discrepancies/processes.

1 **Supplemental Understanding #6**

2 **MEMORANDUM OF UNDERSTANDING**

- 3 1. For the purpose of shift bump, the parties have agreed to interpret
4 Article XI, Section 11B, in such a way that the following
5 classifications may move within their respective departments.
- 6 2. Maintenance Mechanic-All Around, Painter-Maintenance and
7 Pipefitter-Maintenance, Maintenance Worker in Departments
8 T41A, T41B and between departments T42A and T46A.

9 Ref: Memorandum of Agreement "Concerning shift bump overtime
10 for T41A & T42A only dated 16th August 2007, in Supplemental
11 Understanding #20.

Supplemental Understanding #7

10 June 2010

Mr. Gordon King
President-Directing Business Representative
Aerospace District Lodge No. 837
International Association of Machinists
and Aerospace Workers, AFL-CIO
212 Utz Lane
Hazelwood, Missouri 63042

Dear Mr. King:

This is to confirm the understanding we reached during the recent negotiations concerning public pension and health insurance legislation.

1. Supplemental Understanding #7 dated 31 March 1981 is cancelled with the understanding that, if any applicable governmental legislation or regulations escalate pension or savings plan costs appreciably during the life of the 2010-2015 Agreement, this matter will be subject for negotiations upon expiration of this Agreement.
2. It is also agreed that Company health benefits should not duplicate the benefits of public health insurance programs. It is further agreed that if any applicable legislation is enacted, the Company may implement changes in Company health benefits to effect cost reductions necessary to bring its liability for costs of Company health benefits plus any tax or premium contribution required from the Company by such legislation (or regulations thereunder) to the level in effect immediately prior to the implementation of such legislation.

Very truly yours,

THE BOEING COMPANY

/s/ Thomas A. Easley

Thomas A. Easley
Director - Labor Relations
THE BOEING COMPANY

Supplemental Understanding #8

OVERTIME GUIDELINES

NOTE: When a department is on a scheduled extended workweek (in excess of forty (40) hours), only paragraphs 13 and 30 will apply.

1. Overtime is generally necessitated by an emergency and is influenced by weather, availability of parts and extraordinary production requirements and, therefore, cannot be scheduled accurately in advance. The Company is willing, however, to make an effort to notify as far in advance as it is possible for it to do so, recognizing that this effort is limited by the nature of the work to be performed and by the difficulty of securing a requisite approval of Company and customer representatives.
2. Recognizing the above difficulties, the Company will inform those employees required to work overtime on the weekend sometime before the end of the shift on Thursday. It must be understood by all parties that this group is subject to upward or downward revisions without notice. In the event of a downward revision in the number of employees, there will be no liability on the Company's part to any of the employees who were scheduled to work and for whom there had been a change. On Friday, supervision will contact each tentatively scheduled employee (or post a list) to confirm or cancel the overtime. Employees are not to rely on the tentative schedule to determine the overtime arrangement. In the case of an upward revision in the overtime schedule, no charge will be made for the Friday refusal of the weekend overtime.
3. Overtime is not usually firm until the end of the employee's shift on Friday. Any employee absent the entire day on a Friday, regardless of said employee's reason for being absent, shall not work Saturday and/or Sunday overtime under any circumstances nor be charged therefor. Any employee who has been confirmed to work Saturday and Sunday of the same weekend and who, however, does not report for work on Saturday, will be charged for Saturday and will not be allowed to work that Sunday, nor be charged for Sunday, regardless of said employee's reason for his Saturday absence.

- 1 4. Any employee who is tardy (four (4) hours or less) on a Friday
2 will be permitted to work Saturday and/or Sunday overtime, if
3 scheduled.
- 4 5. In the event an employee leaves work early on a Friday and said
5 employee was scheduled to work Saturday and/or Sunday
6 overtime, it will be the responsibility of the employee to confirm
7 his overtime assignment with supervision prior to his early
8 departure. If that employee's reason for leaving work early is of
9 such a nature that may prohibit him from working the schedule
10 overtime, then that employee will be removed from the overtime
11 list but will not be charged with overtime worked on the
12 department's overtime record. However, if prior to his early
13 departure, supervision determines that said employee can work
14 the Saturday and/or Sunday overtime and that employee fails to
15 report for said overtime work, then that employee will be charged
16 with a day or days, as the case might be, of overtime worked on
17 the department's overtime record.
- 18 6. In the event an employee leaves work early on a Friday and has
19 been told by supervision, prior to leaving, to report for work on
20 Saturday and/or Sunday and, later, after the early departure of
21 the employee, the overtime is altered downwardly, supervision
22 will make a reasonable effort to contact by telephone that
23 employee to notify him of the overtime change and there will be
24 no liability on the part of the Company to said employee for
25 whom there had been a change.
- 26 7. In the event the overtime is altered upwardly after the early
27 departure of an employee on a Friday, then that employee shall
28 have no claim for wages due him for the overtime worked by
29 another employee.
- 30 8. All overtime, during the week as well as on weekends, whether
31 worked or declined, will be charged, except as provided
32 elsewhere in these Guidelines.
- 33 9. An employee will not be charged with overtime which he is
34 offered and cannot work due to jury duty, vacation or funeral
35 leave.
- 36 10. When an employee is transferred into another department or to
37 another shift, he will be charged with the average number of
38 hours worked by the appropriate workers of the new department.
39 If a transferred employee returns to his original department and

1 shift within 30 days, he will be charged with the actual number of
2 hours he had there plus any hours worked or declined from the
3 transferred department and shift.

4 11. No employee during a trial period (probationary, transferred in
5 lieu of layoff or assigned to a higher-rated classification) shall
6 work any overtime unless all the employees in his new
7 department, in the classification for which he is being considered,
8 have been offered overtime.

9 12. On Monday or Tuesday, each Steward shall be given a list of the
10 employees within his certification who have worked overtime or
11 been charged for overtime including the foreman's asking
12 sheets, if requested, during the preceding week.

13 13. Prior notice by memo will be issued when a department is placed
14 on an extended workweek. This notice will include the start of
15 the overtime scheduled workweek period as well as the
16 anticipated end of this period. An employee absent on an
17 overtime day when his department is on an overtime scheduled
18 workweek will be charged on the overtime records for overtime
19 missed but not unless he shall have at least three (3) days notice
20 of the schedule.

21 14. An employee on a leave of absence longer than fourteen (14)
22 days will, upon returning to his department and shift, be charged
23 with the average number of hours worked by others in his
24 classification, if his actual hours worked are lower than that
25 average.

26 15. An employee who is gone on a road trip longer than one (1)
27 week will, upon returning to his department and shift, be charged
28 with the average number of hours worked by others in his
29 classification, shift and department.

30 16. Upon the request of the Directing Business Representative, the
31 administration of these guidelines and the distribution of overtime
32 will be reviewed by the Labor Relations Department, Supervision
33 of the Company division concerned, and the Directing Business
34 Representative or his designee.

35 17. Overtime shall be recorded in units of paid hours rather than
36 hours worked. For example, eight (8) hours' work at time and
37 one-half shall be recorded as twelve (12) hours; eight (8) hours'
38 work at double time shall be recorded as sixteen (16) hours.

- 1 18. If an employee is offered overtime work in a department other
2 than his own, he is to be charged with those hours (whether he
3 works or declines) on the record of his own department.
- 4 19. Whenever the number of overtime hours offered differs from the
5 number of hours actually worked, an employee who declines
6 overtime is to be charged with the number of paid hours he was
7 offered. Supervision is to exercise its best judgment in
8 estimating realistically the number of hours' work which will be
9 needed. The employee who works is, of course, to be charged
10 with the number of paid hours actually worked. If overtime is
11 asked and subsequently not worked, it will be considered
12 canceled by Supervision.
- 13 20. Before requiring employees to work overtime, supervision will
14 first offer that overtime to each employee in the appropriate shift,
15 department, and job classification. Where it is necessary to draft
16 employees to work, this will be done in reverse seniority order.
17 For example, when "drafting" is first required, the least senior
18 employee with the least number of drafts in the appropriate shift,
19 department, and job classification shall be ordered to work. If
20 subsequent drafting is required on that weekend or in the future,
21 additional employees shall be drafted starting with the least
22 senior man with the least number of drafts (i.e., the second least
23 senior employee with the least number of drafts next, the third
24 least senior employee with the least number of drafts next, etc.)
25 within the appropriate shift, department, and job classification. If
26 an employee is transferred to another department or shift which
27 has had drafting, the transferred employee will be charged with
28 the average number of drafts of that department, shift, and
29 classification. This procedure will resume again when the
30 rotational seniority cycle is completed. Employees are not to be
31 drafted immediately prior to going on vacation.
- 32 21. Several provisions of the Guidelines call for charging employees
33 with the average number of hours worked by others in the same
34 classification, department, and shift. To calculate this average,
35 total the number of hours charged to the other employees and
36 divide by the number of employees. Calculate it to the nearest
37 tenth of an hour.
- 38 22. An employee who is required to attend military reserve training
39 on a weekend is not to be offered overtime (or charged) on that
40 weekend, unless all employees in that classification, shift and

1 department are needed. If the reservist falls considerably behind
2 other employees in overtime as a result of his military obligation,
3 this fact may be noted by entering "MR" on the record for any
4 overtime day not offered to him because of his military reserve
5 training.

6 23. Overtime is to be recorded to the nearest tenth of an hour paid.
7 For example, if an employee works 3.6 hours overtime following
8 his regular shift during the week, he is to be charged with 5.4
9 hours (1-1/2 x 3.6 hours).

10 24. A steward is to be permitted a reasonable amount of Company
11 time to maintain a cumulative record of overtime hours for
12 employees he represents. To minimize the amount of time
13 required for this activity, supervision may furnish the steward with
14 a xerox copy of the appropriate Overtime Distribution Record so
15 that he need not prepare a duplicate record of his own. If this is
16 done, the steward is to be allowed reasonable time to check this
17 xerox copy for accuracy.

18 25. Should supervision determine during the first four hours of a
19 Saturday or Sunday shift that its schedule overtime work will
20 extend into the following shift for four or more hours, the
21 appropriate employees for the following shift will be called in by
22 telephone.

23 26. An employee who, on Thursday, declines weekend overtime and
24 subsequently is absent on Friday, will be charged with the hours
25 offered unless the weekend overtime is cancelled.

26 27. If an employee declines overtime, and that overtime
27 subsequently is cancelled, he will not be charged.

28 28. Since an employee working up to eight (8) hours on a holiday
29 actually earns only double time in addition to the straight-time
30 pay he would receive for not working, he is to be charged at the
31 double time rate for the first eight (8) hours, i.e., sixteen (16)
32 hours. If he works more than eight (8) hours, he is to be charged
33 at the rate of three (3) hours for each hour worked in excess of
34 eight (8).

35 29. Overtime is not to be offered to an employee immediately prior to
36 going on vacation, during his vacation or following his vacation,
37 unless all other employees in his department, shift, and
38 classification have been asked. If overtime is offered under

1 these conditions and it is refused, no charge will be made, but if
2 the overtime is worked, it will be charged.

3 30. Overtime shall not be recorded on the appropriate "Overtime
4 Distribution Record" during those workweeks when a department
5 is on a scheduled extended workweek (in excess of 40 hours);
6 e.g., when a department is placed on a scheduled extended
7 workweek of 48 hours for 4 consecutive weeks, we will freeze
8 each employee's overtime record at the number of overtime
9 hours worked through the last day of the workweek prior to the
10 Monday the department commences the 48-hour workweek
11 schedule. If Sunday overtime is worked however, it will be
12 recorded. We will unfreeze the individual employee's record of
13 hours worked and again begin our normal overtime recording
14 with the first work day following the above 4 weeks.

15 31. Overtime hours accumulated by each employee during the life of
16 the previous agreement will not be reduced to zero. Only the
17 employee with the lowest overtime hours within each shift,
18 department, and job classification will be reduced to zero and
19 each other employee within the same shift, department, and job
20 classification, will be reduced by a like amount.

21 32. Employees who have scheduled a one (1) day or half day
22 vacation prior to being drafted for overtime will not be required to
23 work the overtime for which he was drafted. However, an
24 employee who takes a one (1) day or half day vacation after
25 being drafted for overtime will still be required to work the
26 overtime for which he was drafted.

27 33. An employees who is precluded from performing the required
28 overtime assignment due to medical restriction(s) will, upon
29 elimination of the medical restriction(s), be charged with the
30 average number of hours in his/her classification, if his/her actual
31 hours worked are lower than that average.

Supplemental Understanding #9

10 June 2010

GLOSSARY OF TERMS IAM JOB CLASSIFICATIONS AIRCRAFT AND MISSILES SYSTEMS - ST. LOUIS

- Aircraft - All types of heavier or lighter than air contrivances including guided missiles, projectiles, rockets and space vehicles.
- Aircraft Major Assembly - The first principal division of an aircraft such as the forward fuselage, center fuselage, aft fuselage, inner and outer wing, empennage, nose, and in spacecraft such items as radar and rendezvous section, reaction control system section, crew compartment, adapter section and preliminary fit of heat shield.
- Aircraft Sub Assembly - Assembled details up to and including the components of a major assembly, but excluding a major assembly.
- Angle, Compound - Means the angle between the two non-coinciding sides of two oblique angles which are in different planes and have a vertex and one side in common. Making a compound angle usually presents a coordinating tolerance problem since it results from the holding within tolerances of two adjoining component angles.
- As Assigned or When Assigned - Indicates the preceding statement may or may not be a requirement of everyone in the classification and Labor Grade depending upon the area of assignment.
- 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 performance of work operations if and when such are necessary, as long as they are within the classification and Labor Grade.
Assembly	- A unit containing a group of assembled details and parts.
Contour	- Means a curved surface having radii of different lengths all of which lie in parallel planes or the same plane, such planes being perpendicular to the curved surface, or a curved line having radii of different lengths all of which are in the same plane.
Contour, Compound	- Means a curved surface having radii of different lengths which lie in non-parallel planes.
Data Input	- The use of a device to insert information into a computer system.
Data Retrieval	- The use of a device to obtain information from a computer system.
Detail (Noun)	- A single part.
Drawing	- A graphic reproduction showing detail information to be used in producing of parts or the assembly of parts or sub assemblies. The use of drawings by the employee shall be such that he can secure from the drawing such information necessary to enable him to perform the duties for his Labor Grade and classification. Drawings may be referred to by names such as bluelines, blueprints, greenlines, blacklines, redlines or vinylites.
Electronic Components	- Such things as vacuum tubes, transistors, tunnel diodes and similar or equivalent devices and such things as resistors, condensers, relay coils, transformers and similar or equivalent devices when used in electronic systems.
Electric System	- A combination of units, one or more of which contains a vacuum tube or its equivalent.
Electronic System	- Systems utilizing interrelated devices constructed or working by the methods or principles of electronics.

- Electronic Unit
- Any package of components used in an electronic system.
- Elements:
- A. - DUTIES - Describes the typical operations performed by those of the Labor Grade and classification.
 - *B. - Education and/or Training Requirements - Describes the knowledge and skills required to perform the duties.
 - *C. - Experience Required - Describes the time usually required for an employee to be able to perform the duties.
 - *D. - Occupation or Operation Requirements - Describes the independent action, exercise of judgment, the making of decisions, responsibility, or the amount of planning which the job requires.
- * Elements B, C, and D are elements usually required but are not necessarily a requisite to the performance of the duties described above.
- Fabricate - Forming, bending and cutting, normally to make a finished part ready for assembly.
- Fixture - Tooling designed to hold, align or coordinate work-pieces for the machining, fabrication, inspection, installation, testing, assembly, layout, or other operations.
- Layout - Means the making of points and lines which will determine location and/or dimensions.
- Machine Tool - Non-portable power driven machine used to accomplish operations such as milling, planing, turning, grinding and boring.
- Mathematics, Shop - Is that form of mathematics normally used by shop workman in the performance of the duties of his classification and Labor Grade.
- Setup - Includes the various necessary physical work operations or steps (other than layout) which must be accomplished before actual fabrication or assembly can proceed. Setup of machines or equipment might include some operations as selecting and positioning proper tooling, positioning and making material secure, and setting speeds, feeds, stroke, travel, pressure, flow, etc.

- Shop Practice - Means the generally accepted method of performing a basic, common, or usual operation. It covers the knowledge which is common to the occupation itself. Besides knowledge and ability to use required tools and equipment, it includes knowledge of general safety practices, good housekeeping, and care of equipment.
- Specifications - Established procedures and/or standards for work accomplishment.
- Such As - Means including but not limited to the items given which are typical examples.
- Tools, Hand - Includes those portable tools requiring hand power used by the workman in the performance of duties and tasks of the classification and Labor Grade in which he works.
- Tools, Power - Portable and non-portable tools powered by utility, normally used by the workman in the performance of duties and tasks of the classification and labor grade in which he works.

Supplemental Understanding #10

18 May 2004

Mr. Rick Smith
President-Directing Business Representative
Aerospace District Lodge No. 837
International Association of Machinists &
Aerospace Workers, AFL-CIO
212 Utz Lane
Hazelwood, Missouri 63042

Dear Mr. Smith:

During the recent contract negotiations, you expressed the desire that your Union become more actively involved in the Affirmative Action Program established to further the employment opportunities of employee-members of minority groups. You mentioned specifically that you wanted the Union to participate actively in the investigating and resolving of complaints of discrimination and other complaints such as harassment and disrespect raised by minority employees within the bargaining unit you represent, particularly where no contract violation is alleged and recourse through the grievance procedure is not appropriate. The Company wholeheartedly accepts your offer to help in this critical area of employee relations.

As you know, the Company has established at St. Louis an Equal Opportunity Department under the guidance of the Manager-Equal Opportunity Programs, Boeing-St. Louis, whose duties include the investigation and resolution of complaints of discrimination. To date, this department has pursued such complaints without regard to Union representation. Beginning 24 May 2004, a new procedure will be instituted for the investigation and resolution of discrimination harassment and disrespect complaints. The Union will designate one of its Business Representatives as a specialist to assist minority employees in the pursuit of their complaints. Any complaints or reports of discriminatory treatment, which are lodged with the Union, will be brought to the attention of the Manager-Equal Opportunity Programs, Boeing-St. Louis, by this Business Representative as well as by the affected employee if the employee so chooses. The Business Representative and the Manager-Equal Opportunity Programs, Boeing-St. Louis, will cooperatively investigate such complaints and exercise their best efforts to effect a satisfactory

1 resolution. It is understood, of course, that where any affected
2 employee is not satisfied with such resolution, he or she may seek
3 further recourse through any appropriate governmental agency.

4 It is our hope that this new approach to this vital aspect of
5 employee relations will help all employees realize our mutual
6 objective of equal opportunity and fair play.

7 Yours very truly,

8 THE BOEING COMPANY

9 D.J. Heath

10 David J. Heath
11 Sr. Manager Labor Relations
12 The Boeing Company

Supplemental Understanding #11

10 June 2010

1
2
3 Mr. Gordon King
4 President-Directing Business Representative
5 Aerospace District Lodge No. 837
6 International Association of Machinists
7 and Aerospace Workers, AFL-CIO
8 212 Utz Lane
9 Hazelwood, Missouri 63042

10 Dear Mr. King:

11 This is to confirm the understanding reached during the recent contract
12 negotiations and updated during the 2010 contract negotiations regarding
13 coverage under our Group Insurance Plan for persons who leave the employ of
14 the Company for full time positions with District 837.

15 We agreed that, effective the first Monday of the month following ratification of
16 the Company's 8 May 1972 offer:

- 17 1. Life Insurance, Accidental Death & Dismemberment, Transition and Bridge
18 benefits will be provided at Company expense until the end of the first full
19 month following termination of Company employment. Thereafter, the Union
20 will compensate the Company for the cost of such benefits, until such time as
21 the person leaves his full time position with District 837.
- 22 2. Weekly Disability benefits (Sickness & Accident) will be provided for the
23 duration of his employment with District 837, with the Union to compensate
24 the Company for the cost of such benefits.
- 25 3. Health Care and Dental Care benefits will be provided at Company expense
26 for the duration of his employment with District 837. However, any taxes,
27 including excise taxes levied on the Health Care and Dental Care benefits as
28 mandated by federal or state legislation will be the responsibility of District
29 837.
- 30 4. The above benefits will be available only to persons who leave the employ of
31 the Company for full time positions with District 837 as Directing Business
32 Representative, Business Representative or Financial Secretary-Treasurer.
33 No more than 11 persons will be eligible for such benefits at any given time.
- 34 5. The Company will advise the Union as to the dates and amounts of
35 contributions required from the Union for the benefits described above.

36 Yours very truly,
37 **THE BOEING COMPANY**
38 /s/ T.A. Easley
39 Thomas A. Easley
40 Director – Labor Relations

Supplemental Understanding #12

EMPLOYMENT SECURITY

The union and company agree that bargaining unit employees in the Support Labor Grade will not be laid off during the term of this agreement. Such employment security is conditional upon non-occurrence of catastrophic changes in the operating environment of the company including natural disasters, cancellation of a major contract or contracts, work stoppages, offsets or reductions in present production quantities or reschedules.

Supplemental Understanding #13

1

2 It is the objective of both parties to this Agreement to maintain high
3 standards of occupational health and safety and to assist in the
4 recovery and return to work of employees from Medical Leaves of
5 Absence (MLOA). With this in mind the Union and the Company
6 agree to meet as the need arises at the request of either party.

Supplemental Understanding #14

AGREEMENT

Effective 21 May 2007, the parties agree that the Drug and/or Alcohol testing will be administered in accordance with PRO 388 dated 14 March 2007 and the CNM in effect during the 2004-2007 Collective Bargaining Agreement.

Supplemental Understanding #15

Where appropriate, the Company agrees to offer Health Maintenance Organizations (HMOs) to employees, retirees and their dependents as an alternative to the health care benefits provided by the Point of Service and Out of Network Area plans. For purposes of this letter of understanding, the term "HMO" also includes prepaid dental plans.

In order to be offered, or continue to be offered, an HMO must be mutually acceptable to the Company and the Union. In general, the Company's basis for agreeing to offer, or continue offering HMO plans will be contingent on a review of factors such as network adequacy, size of Boeing population to be served, accreditation status by appropriate organizations, commitment to quality, and cost.

It is the Company's intent that generally the benefits provided through HMOs will remain in effect for the term of the Agreement. Notwithstanding the foregoing, if at any time, including during the term of the Agreement, the Company determines that a given HMO that is being offered is no longer acceptable to it because the network is not adequate, the size of the Boeing population to be served is too small, it has lost (or is about to lose) accreditation, the Company is concerned about the HMO's commitment to quality, it becomes too costly, or if a third-party or HMO sponsor terminates the HMO, then the Company may discontinued offering that HMO without the necessity for further negotiation with the Union.

Except in circumstances beyond the Company's control, the Company will provide prior notification to the Union of any HMO plan changes.

Supplemental Understanding #16

Participation in ShareValue Trust

The Boeing Company and the Union agree that all eligible represented employees may participate in the Boeing ShareValue Program (also known as the ShareValue Trust) for the duration of this agreement. The parties agree that the Company's success depends upon the ability to return long-term value to its shareholders. The intent of this program is to help inform employees about what makes a business run and produces shareholder value, and to allow employees to share in the results of their efforts to increase shareholder value. If the ShareValue Program is continued beyond its current termination date, all eligible bargaining unit employees may continue to participate.

Employees will be eligible to participate in accordance with the governing provisions of the ShareValue Program as set forth in the official Program documents. In the event of any conflict between this Supplemental Agreement and the official ShareValue Program documents, the official ShareValue Program documents will prevail in every case.

Eligible participants will proportionally share in a ShareValue Trust distribution based on the number of months they were eligible to participate during any investment period falling within the term of this agreement or any preceding agreement that provided for their participation in the ShareValue Program.

Supplemental Understanding #17

28 April 2010

Mr. Gordon King
President-Directing Business Representative
Aerospace District Lodge No. 837
International Association of Machinists
and Aerospace Workers, AFL-CIO
212 Utz Lane
Hazelwood, Missouri 63042

Subject: VOLUNTARY POLITICAL CONTRIBUTIONS

Dear Mr. King:

It is agreed that the following understandings have been reached in connection with the Union's request that the Company make deductions for Voluntary Political Contributions from the paychecks of Company employees represented by the Union. It is also understood that the following is a continuation of Agreement that was put into effect in October 1983.

1. The Union will furnish Payroll an electronic file listing each employee for whom a deduction is to be made from the second (2nd) paycheck in the month. The electronic file will contain the following information:
Name, Address, BEMS ID, Date, Amount to be deducted each week. The deduction will be made from the second (2nd) paycheck in the month. The Company will inform the Union when there are deductions that cannot be setup.
2. In the event a deduction cannot be made in any pay period of any month for whatever reason (no earnings, for example), such deduction will not be carried forward to any succeeding pay period.
3. The Company shall provide funds to 837 IAMAW – P.A.C. via the electronic transfer process only (Direct Deposit). The Company shall provide a single check payable to the designee assigned by the Union for M.N.P.L. The IAMAW represents that District #837 IAMAW - P.A.C. and M.N.P.L. is an organization which is in full compliance with the Federal Election Campaign Act. Overpayment to the Union resulting from canceled employee authorizations will be recovered in a subsequent period.
4. The Company will forward to the Union on a monthly basis a computer-generated listing and tape electronically indicating the employee's name, employee's number, and amount deducted for those employees who are participants of the program.

- 1 5. The Union will pay the Company for all actual costs including, but not
2 limited to, initial setup and programming costs, all general
3 administration costs, computer and machine time, and all costs
4 associated with the processing of new authorizations, changes, or
5 cancellations. The Union and the Company must agree on these costs
6 prior to the implementation of this program. A separate billing will be
7 made for initial setup, programming, and implementation charges.
- 8 6. The amounts set forth in the above paragraph may be increased or
9 decreased by the Company from time to time as experience dictates,
10 upon notice to the Union.
- 11 7. Employees who wish to cancel their authorization for payroll deductions
12 will sign a card supplied by the Union for that purpose. Refunds will be
13 the responsibility of the Union.
- 14 8. An authorization card will be considered cancelled at time of
15 employment termination for any reason (e.g., quit, layoff, etc.) or when
16 an employee transfers to a job not covered by the Labor Agreement.
17 An employee rehired or reinstated will be required to sign a new
18 authorization card.
- 19 9. The Union will indemnify and hold harmless the Corporation from any
20 and all liability or claims arising from administrative error resulting from
21 the deduction provided for in this agreement.
- 22 10. Upon receipt by the Union of a signed voluntary authorization by an
23 employee on a form approved by the Company, requesting that there
24 be deductions made from his wages, in an amount designated by the
25 employee to be deducted from the second (2nd) paycheck in the month,
26 such deductions will be forwarded to the Union for use by the Guide
27 Dogs of America Committee. The Company will thereafter make such
28 deductions and forward them monthly to the Guide Dogs of America
29 Committee, care of the Union. Such authorization will remain in effect
30 for the duration of this agreement unless earlier cancelled in writing by
31 the employee.
- 32 11. Upon receipt by the Union of a signed voluntary authorization by an
33 employee on a form approved by the Company, requesting that there
34 be deductions made from his wages, in an amount designated by the
35 employee to be deducted from the second (2nd) paycheck in the month,
36 such deductions will be forwarded to the Missouri Savings For Tuition
37 (MO\$T). The Company will thereafter make such deductions and
38 forward them monthly to the Missouri Savings For Tuition (MO\$T)
39 account designated by the employee. Such authorizations will remain
40 in effect for the duration of this agreement unless earlier cancelled in
41 writing by the employee.

1 12. Upon receipt by the Union of a signed voluntary authorization by an
2 employee on a form approved by the Company, requesting that there
3 be deductions made from his/her wages, in an amount designated by
4 the employee to be deducted from the second (2nd) paycheck in the
5 month, such deductions will be forwarded to the Illinois College Tuition
6 Program (Bright Start College Savings). The Company will thereafter
7 make such deductions and forward them monthly to the Bright Start
8 College Savings Program account designated by the employee. Such
9 authorizations will remain in effect for the duration of this agreement
10 unless earlier cancelled in writing by the employee.

11 Yours very truly,

12 **THE BOEING COMPANY**

13 /s/ Dennis S. Kuhl

14 Dennis S. Kuhl
15 Sr. Manager – Employee Relations
16 The Boeing Company

Supplemental Understanding #18

SUBJECT: MATERIALS DELIVERY AND INVENTORY PROCESS

The Company and the Union agree that parts, materials, tools, kits, and other goods or products furnished by an internal or external supplier, vendor, contractor, or subcontractor may be delivered or presented to the Company at any location to be designated by the Company, including but not limited to staging areas, parts control areas, materials and tools storage areas, and/or factory locations where parts or assemblies are installed. In addition, internal and external suppliers, vendors, contractors or subcontractors may, at the Company's request, perform inventory transactions, which may include tracking use, disbursement, acquisition, and/or inventory of parts, materials, tools, kits, and other goods or products.

Supplemental Understanding #19

TRAVEL

The Parties agree that the Company will continue to use qualified IAMAW District 837 members to perform work applicable to Phantom Works and other work, which may require travel time away from their normal base of operation. In the event that all such qualified employees refuse travel assignments the Company may use other qualified personnel to fill a specific assignment.

Supplemental Understanding #20

During the 2007 Negotiations, the parties agreed that the following agreements and MOU's will remain in full force and effect during the term of this contract period.

1. Patuxent River 9/80 Work Schedule agreed to in 2000.
2. ACLC Instructor Agreement dated 15 April 1997.
3. All LOA Agreements for HPWO Facilitators and Technical Trainers/Instructors.
4. Labor Relations Bulletin No. 42 dated 18 September 1996.
5. Builder Mock-Up and Maintenance Mechanic AA Agreement.
6. MOU regarding MTS-2 Engineering Labs & Support Plan work dated 14 February 2004.
7. MOU regarding single overtime list for Machinist General and Machinist AA dated 28 July 2003.
8. Settlement Agreement regarding Discharge in Abeyance dated 19 September 2002.
9. Letter from D. Kuhl to R. Smith dated 17 September 2002 regarding Discharge in Abeyance.
10. MOU on Pax River start times dated 17 September 2002.
11. Settlement Agreement regarding the use of Subcontractors to perform Furniture Moving and/or Yards & Grounds work dated 16 October 2006.
12. Settlement Agreement regarding recall from layoff one (1) Maintenance Worker from the current seniority recall list for each current active Maintenance Worker who voluntarily or involuntary terminates their employment from the Company and no layoff of current Housekeepers while subcontractors perform housekeeping work they previously performed dated 15 November 2004.
13. Agreement on shift bumping and overtime equalization for new job classifications dated 18 May 2007.
14. Memorandum of Agreement concerning shift bump overtime for T41A and T42A only dated 16th August 2007.
15. Unpopulated Job Classifications dated May 11, 2007.

Supplemental Understanding #21

Production Performance Sharing Plan

The Boeing Company and the Union agree that all Eligible Employees may participate in the St. Louis Production Performance Sharing Plan (hereinafter referred to as the Program) for the duration of this agreement. The parties agree that the Company's success depends upon the ability to increase productivity and grow the business. The Program is designed to encourage and reward improved productivity and efficiency in production at the Saint Louis site, which will result in improved performance and reduced costs.

Employees will be eligible to participate in accordance with the governing provisions of the Program as set forth in the official Program documents. In the event of any conflict between this Letter of Understanding and the official Program documents, the official Program documents will prevail in every case.

1 **Supplemental Understanding #22**
2 **MEMORANDUM OF AGREEMENT**
3 **FOR**
4 **HIGH PERFORMANCE WORK**
5 **ORGANIZATIONS**
6 **BETWEEN THE BOEING COMPANY AND**
7 **INTERNATIONAL ASSOCIATION OF**
8 **MACHINISTS**
9 **AND**
10 **AEROSPACE WORKERS, DISTRICT LODGE**
11 **NO. 837**

12 **Mission Statement**

13 The Boeing Company – St. Louis and the International Association
14 of Machinists and Aerospace Workers (IAMAW) District 837
15 recognize that in order for the Company to succeed in the future it
16 must optimize utilization of all resources to provide a competitive
17 advantage with affordable, quality products. The Boeing Company
18 and IAMAW agree that success which includes the preservation of
19 jobs to the greatest extent possible, requires management and union
20 working together, and will therefore embark on a plan to develop a
21 High Performance Work Organization (HPWO).

22 The plan for the HPWO will begin with the formation of an agreed
23 upon number of pilot teams to assess the potential of broader HPWO
24 implementation through the term of the existing Collective Bargaining
25 Agreement.

Implementation

- Management and Union will form a Joint Steering Team responsible for developing team expectations and the attendant support plans for team member/leader selection, initial training, multi-skilled classifications/classification skill crossover, operator verification and non-standard work schedules.
- The parties agree that HPWO team members can cross-over classifications to get the jobs done performed by various members of their specific HPWO team.
- Joint Steering Team's purpose is to provide leadership to help teams succeed.
- Actions affecting the Collective Bargaining Agreement recommended by or for individual teams can be implemented only after joint approval of Boeing and IAMAW.

Teams

- Teams will manage their daily work activities.
- Teams will function by consensus and select team leader (e.g., administration, schedule, training, safety monitor).
- Team leaders will receive a \$0.50 per hour additive.
- Teams will give feedback to management and support resources on cost, quality, schedule, and other team metrics for adjustment consideration to improve accuracy of team performance measures.
- Teams will conduct weekly safety inspections and track resolution of identified issues to closure.
- Teams will determine work schedules within their customer's required delivery schedules.
- Teams will develop key performance characteristics.
- Teams will determine support resources required; empowered to use established budget.
- Teams will determine skill and multi-skill training required.
- Teams will set planning and coordinating of meeting times jointly with the facilitator and management.

Commitment to HPWO Teams

- Team members displaced as a result of productivity improvements will be referred to Joint Steering Team for reassignment and/or other opportunities.
- Joint Steering Team will develop Employability Training Plan.
- Management will assure that all necessary information related to team performance (costs, schedules, rework, scrap, downtime, etc.) will be available to the team to enable productivity/performance improvements.
- Joint Steering Team will assign expert support (training, facilitators, business management, technical).
- The Company and Union agree that by the end of 1996 there will be 20-40% of CBU population involved and participating in HPWO teams; by the end of 1997, 50-70%; and by the end of 1998, 75-90% or above, if practicable.

Initial Training

- *Team Orientation; *Facilitator Training; *Interpersonal Skills; *Customer/Business Focus; *Problem Solving;
- *Quality Concepts; *Work Team Theory

Team Performance Evaluation

Major reviews will be conducted after six months by Joint Steering Team addressing:

Internal and Prime Customer Satisfaction

Metrics/Training/Feedback

- Cost, Schedule, Safety and Quality
- Other Customer Inputs

During the term of this agreement, the Parties agree to review all aspects of this memorandum of agreement and to meet and confer on any changes the Parties jointly agree to implement. Towards that end, the Union will make available a representative from the IAM's High Performance Work Organization (HPWO) Department who will provide educational assistance to the Parties.

Joint Steering Team

Gordon J. King, Sr.

John Van Gels

Stephen McDerman

Stephen M. Jacques

Michael Edwards

Lissa Hollenbeck

John D. Darity

Kenneth L. Shead

Frank M. Foeller

Raymond F. Trautman

Thomas J. Spiegel

Supplemental Understanding #23

MDA EMPLOYABILITY PLAN

Productivity gains will lead to reduced product cost, and this, in turn, will lead to increased sales. Thus, the need for workers should remain constant or even grow. It is our desire to increase sales and expand our workforce because of these gains.

However, in the early stages of implementing High Performance Work Teams, it may become necessary to reduce the size of the workforce because the productivity gains have not yet led to increased sales. In addition, the mix of work may change, causing a reduction in need for some worker classifications and an increase to others.

In either circumstance, it is the intent of the Company to offer assistance to the displaced worker through this employability plan.

- I. When productivity gains cause a reduction or shift in the types of workers required, the Company will provide up to one year of training at a maximum cost of \$5,000 to any displaced worker. This training will be skill-based in the areas where we are experiencing a shortage (depleted the pool of laid-off workers in that classification). The worker will be expected to satisfy all certification requirements of the new position. If a worker cannot qualify for the new work, he will be placed on layoff status until there is a need in his current classification.
- II. If there are no jobs in the Company for which the displaced worker is qualified, the Company will assist the worker in his search for employment by:
 1. maintaining a database of other job opportunities within the local area;
 2. providing assistance in the job search process, which includes resume' preparation, letter writing support, etc.
 3. providing up to one year of skills training in a field selected by the worker. This training is not to exceed \$5,000 per worker.

Displaced workers laid-off because of productivity gains must take advantage of the benefits offered in this plan within three (3) months of being laid off.

It is agreed and understood that this Supplemental Understanding is intended to apply to active employees on the payroll as of the date of contract ratification.

Supplemental Understanding #24

OFFSET AND SUBCONTRACTING ARRANGEMENTS

The Company and Union agree that an increasingly productive workforce is critical to the continued success of the enterprise and that domestic and international sales represent opportunities for employment growth and stability. The parties also recognize that a variety of business factors, including the Company's ability to secure sales, may require offsets as part of such transactions. While agreeing that Company's ability to enter into offset arrangements is not diminished by this Agreement, the parties agree that the Company and the Union will meet periodically to discuss the status of offset arrangements.

Given these conditions, and in acknowledgment of Company and Union concerns regarding employment stability, the parties agree to meet periodically to discuss the impact of subcontracting on bargaining unit jobs, (except work that has been or will be transferred or assigned into St. Louis Production Operations by other MDC operating units.)

With respect to the subcontracting of work currently performed by bargaining unit employees, the parties recognize that from time to time such subcontracting may be necessary. To enable the Union to suggest competitive alternatives which might allow the retention of work within the bargaining unit, the Company will, at least seventy-five (75) days prior to signing any agreement to subcontract work currently being performed by bargaining unit employees, provide notice to the Union of its plans to subcontract work which would directly result in the displacement of bargaining unit positions. The Company will provide information related to the potential subcontracting other than information it considers to be confidential, proprietary or subject to nondisclosure provisions.

The parties recognize that some subcontracting decisions cannot be disclosed within the seventy-five (75) day period referred to above, due to confidentiality concerns. In such circumstances, the Company will provide the Union as much notice as practicable.

Following notice of specific plans to subcontract work currently performed by bargaining unit employees, the parties shall, upon the request of the Union, meet and discuss the impact on the bargaining

1 unit. The Company agrees to consider any proposal the Union might
2 make which would result in a materially less costly way to retain such
3 work in the bargaining unit. The Union must present any such
4 proposals within 60 calendar days of receipt of the Company's plans.
5 The parties will meet periodically to review the implementation of any
6 such union proposals accepted by the Company. Should the Union's
7 projected savings not be realized within any ninety (90) day review
8 period during implementation, the Company will have the right to
9 subcontract the work.

10 **Employment Stability Income** 11 **Continuation Plan**

12 In the event the Company subcontracts work resulting in the
13 displacement of active bargaining unit members, affected eligible
14 employees shall be offered (and elect) a benefit under (a) the MDA
15 Employability Plan or (b) the Income Continuation Plan discussed
16 above. The Employability Plan and the Income Continuation Plan
17 shall exist only during the term of this Agreement. Employees on
18 Company's active payroll who elect the Income Continuation benefit
19 discussed above shall receive severance payments equal to one
20 week's pay (which shall be defined as Base Rate plus COLA) for
21 each year of Company service up to a maximum of 26 weeks, with
22 medical benefits for an equal amount of time. Income Continuation
23 payments will be made weekly and not in a lump-sum. Employees
24 who receive Income Continuation for a number of weeks less than
25 their number of service years and who return to employment with
26 MDA, may, if subsequently displaced due to a subcontracting event
27 during the life of this Agreement, draw Income Continuation against
28 the fund of remaining weeks based on their service formula.
29 Acceptance of the Income Continuation Plan shall have no adverse
30 effect on an employee's recall or seniority rights.

31 It is agreed and understood that this provision is intended to apply
32 to active employees on the payroll as the date of contract ratification.

33 The parties will meet within sixty days of contract ratification of this
34 Agreement to develop an approach to costing out alternatives. This
35 will include: information needed to perform make/buy analyses;
36 access to value stream mapping tools; and, agreement on activity
37 based costing methods.

Supplemental Understanding #25

HEALTH CARE COMMITTEE

The Company and the Union are committed to ensuring that employees have access to cost effective, quality health care coverage. Because of their ongoing concern about the quality of health care and costs, the parties agree to a Joint Committee on Health Care Costs and Quality. The Committee will have an equal number of representatives, including a co-chair, from each party. When appropriate, health care experts and representatives from the Company's health plans will be invited to attend Committee meetings. Each party may have their benefits consultants and advisors attend Committee meetings. The Committee will meet as called by either party to discuss issues related to the health care program. The Committee also will meet with health care providers to express the parties' interest in obtaining quality health care at affordable prices. Among the topics that the parties will consider and discuss are:

- Costs under the health care plans available to IAM members.
- Overall plan design, including availability of adequate health care plans in remote locations. In areas where high quality managed care is not available, covered employees will enjoy the benefits provided under in-network coverage with the health care provider of their choice.
- Cost management programs to address specific cost areas, including:
 - Disease management of selected high-cost chronic diseases.
 - Health risk assessment.
 - Catastrophic case management.
- Benchmark data from other employers.
- Opportunities to work with other employers, unions or other parties interested in obtaining quality health care at affordable prices.

The Company and the Union are committed through these and other initiatives to improve quality and maintain reasonable costs, and they will recognize and endorse contracting decisions with physicians, hospitals and health plans based on compliance with these joint initiatives.

1 **Supplemental Understanding #26**
2 **MEMORANDUM OF AGREEMENT**
3 **ON THE**
4 **LABOR GRADE**

5 During the 2007 negotiations, the Parties agreed to a new Labor
6 Grade classification model. The model features nine Labor Grades
7 wherein each Labor Grade contains one or more classification. An
8 employee's classification will be maintained for purposes of
9 layoff/recall, overtime distribution, vacation scheduling and shift
10 bumps. An employee will be allowed to progress through automatic
11 wage progression to the top of the rate range agreed to for the Labor
12 Grade in which his classification resides. An employee within a
13 Labor Grade, notwithstanding his classification, may perform work of
14 any classification contained therein and the company will provide
15 training if necessary to perform the duties of those other
16 classifications. Higher rated Labor Grades may additionally perform
17 work falling within a lower rated Labor Grade. All employees will be
18 expected to perform general duties such as moving parts, clean-up,
19 on-the-job training and cross training, and perform general shop
20 duties as assigned. This flexibility may be utilized during an
21 employee's normal workweek as well as on overtime and shall not be
22 diminished due to layoff in any classification.

23 Manufacturing Self Examination/Operator Verification (MSE/OV)
24 will be implemented plant wide. An operator that is unable to pass
25 the required certifications to be MSE/OV certified will be given a
26 second chance to do so. Any employee failing the second chance
27 will be required to meet with a special review board, which will review
28 the employee's circumstances. The special review board will
29 determine the next appropriate action.

30 Overtime will be assigned in accordance with Article XXV and
31 distributed as equally as possible by classification, department and
32 shift. Where the majority of the work (more than half of the overtime
33 worked) to be performed, during an overtime period, can be identified
34 as belonging to a particular classification, then that classification
35 would perform the work.

36 The parties recognize that some on-the-job-training and/or specific
37 training may be required in order to utilize the flexibility inherent in
38 this new Labor Grade Model. All such training decisions deemed

1 necessary will reside with management. An employee that is unable
2 to pass cross-training necessary to effectively utilize them within a
3 Labor Grade will be given a second chance to do so. Any employee
4 failing the second chance will be required to meet with a special
5 review board, which will review the employee's circumstances. The
6 special review board will determine the next appropriate action.

7 The parties agree that the following job classifications: Tooling
8 Mechanic, Flight Operations Mechanic, Maintenance Mechanic,
9 Assembly Mechanic, Process Mechanic, Maintenance Generalist in
10 Schedule "A" will be used for new hires, rehires, downgrades,
11 promotions, TILLOS or THRILLOS on or after June 1, 2007 subject to
12 the provisions of Article XI, Section 3. Job Descriptions for these job
13 classifications will encompass the job descriptions of all the job
14 classifications within their respective labor grade.

Supplemental Understanding #27

AGREEMENT BETWEEN THE IAMAW AND THE BOEING COMPANY

SUBJECT: MACHINIST CUSTOM CHOICES WORKSITE BENEFITS PROGRAM

This agreement acknowledges that The Boeing Company has agreed to allow the International Association of Machinists and Aerospace Workers to offer the Machinists Custom Choices Worksite Benefits program of supplemental life insurance, long term disability insurance and cancer coverage to its members in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Furthermore, the Parties agree that if any other product from EBS is added as a benefit for other IAM-represented employees of Boeing, then they will meet and confer on adding those products for employees covered by this Agreement. It is understood that all policyholder service will be provided by the underwriter and EBS and that members will be given an opportunity annually to spend up to fifteen minutes with an EBS Counselor at an off-site location during off working hours. This service will begin as soon as practicable. It is understood that the Company is not the plan sponsor and is not responsible for plan administration, enrollment, or communication.

It is further agreed as a condition of offering this payroll deduction service that EBS will comply with Company Payroll administration and procedures that will include the following basic requirements:

Each participating employee will complete a Deduction Authorization card.

Information affecting account activity, including, but not limited to enrollment, policy cancellations, deduction changes, premium rate changes, and other changes affecting the employee deduction amount, must be received by Boeing Payroll by the 20th of the month preceding the month in which the deduction will be effective.

Any deduction amount not collected due to lack of earnings will be the responsibility of EBS. Boeing payroll will not collect amounts in arrears or provide an account reconciliation service.

Deductions will be made from the employee's first paycheck each month.

For information contact: 1-888-521-2900 (Toll free).

Supplemental Understanding #28

AGREEMENT

Employment Security

All Boeing Defense, Space & Security employees covered by the IAM collective bargaining agreement on the active payroll as of May 23, 2004, at the St. Louis facility (including those on an authorized leave) will be provided employment during the duration of the contract unless they voluntarily quit, retire or are dismissed for cause. Such employment security is conditioned on the nonoccurrence of catastrophic changes in the operating environment of the Company, including natural disasters, cancellation of a major contract or contracts, work stoppages, offsets or reductions in present production quantities (detailed below) or reschedules.

- F/A-18 E/F/G program at 50 aircraft per year
- C-17 program at 15 aircraft per year
- F-15 program at 13 per year
- Missile programs at current work levels
- Phantom Works and other miscellaneous activity at current work levels.

Prior to any layoff, the Vice President Production Operations will meet and confer with the President/Directing Business Representative of the Union to discuss the implications of the catastrophic event.

Supplemental Understanding #29

IAM 837

LETTER OF AGREEMENT OFFSETTING MEDICAL PLAN CONTRIBUTIONS FOR CERTAIN RETIREES WHO ARE SUBJECT TO THE RETIREE MEDICAL DEFINED DOLLAR MAXIMUMS

In order to assist certain retirees with medical expenses, the Union has agreed to forgo a certain amount of compensation that otherwise would have been paid during this contract, and the Company has agreed to continue to maintain a fund for retirees with this money.

Amount Available

- The continued funding of the VEBA during the 2010-2015 Agreement will consist of an amount up to \$0.30 per hour available from COLA that would have been first awarded the 2004-2007 Agreement.

Retirees Affected

The funds generated by this agreement will be targeted to that group of retirees who have the greatest level of contributions – retirees not eligible for Medicare, who are subject to the Defined Dollar Maximum contribution formula. To the extent possible, the funds will be divided equally among these retirees. Once the retiree is eligible for Medicare, the subsidy would end.

At the beginning of the year following the year that the monthly premium for at least one of the plans offered to a Medicare-eligible retiree (“retiree only category”) exceeds the Defined Dollar Maximum by at least \$20, 10% of the available funds will be targeted to all Medicare retirees who are subject to the Defined Dollar Maximum formula. To the extent possible, the funds will be divided equally among these retirees. The remaining 90% will be targeted in accordance with the immediately preceding paragraph.

The amounts to be paid to retirees, in aggregate, will be an amount up to the amount generated by the \$0.30 of COLA that will continue to be funded into the VEBA for years 2010 through 2015.

1 Highlights of Process

2 The money generated by this arrangement will be placed into a trust
3 fund known as a VEBA (Voluntary Employee Benefit Association).
4 Those funds will be used to provide the payment relief described
5 above, as well as associated administrative expenses.

6 At any point, if the fund does not contain an amount equal to at least
7 three months of future payments, this arrangement will be suspended
8 until such time as there are at least six months of future payments in
9 the fund. If for any reason the funds paid out exceed the amount of
10 funds generated under the formulas described above, the
11 contributions for the affected retirees will be increased to recover the
12 excess payments.

13 This arrangement can be terminated at any time by mutual
14 agreement of the Company and the Union. In the event that the
15 arrangement is terminated, any remaining funds in the VEBA will be
16 used for the benefit of the affected retirees. COLA that was
17 otherwise being diverted will be restored as COLA payments to
18 employees on the active payroll as of the effective date of the
19 termination of this arrangement in an amount up to \$0.30 per hour
20 that would have been awarded during the 2004-2007 agreement.

21 The Union and Company will meet annually through the established
22 Joint Health Care Committee to review projected retiree health care
23 premiums and funds available through this arrangement.

Supplemental Understanding #30

IAMAW SAFETY REPRESENTATIVE POSITION

Mr. Gordon King
President Directing Business Representative
District 837, I.A.M.A.W.
212 Utz Lane
Hazelwood, MO 63042

Dear Gordon:

This confirms our understanding regarding the intent to create an IAM Safety Representative position at the St. Louis site. The individual will be jointly selected by the Union and the Company for the position and given the following compensation, status, and duties:

- a. He/she will retain his/her current job classification title and seniority.
- b. The employee will be paid at the maximum of the Tool and Die Maker classification rate while serving as the IAM Safety Representative and will continue to receive automatic wage progression increases as provided in the Articles of Agreement.
- c. The employee will remain on the overtime list of their "home" department and "loaned" to the EHS Department.
- d. If the IAM Safety Representative is a safety committee member, he/she will resign their safety committee membership.
- e. Placement under this agreement will begin within a month of ratification and continue for the term of the agreement.
- f. The Union Safety Trainer shall be to act as a liaison between HPWO Teams and Safety to provide general safety training and communication as well as IAMAW representative on safety councils and committees as requested by the IAMAW or Company. The IAM Safety Representative shall support EHS in the development, improvement, communication, and deployment of EHS programs, processes and requirements at the direction of EHS management and concurrence with the Union.
- g. The IAM Safety Representative duties include:
 - a. Contact for the Safety committeemen during any complaints.

Please sign below indicating concurrence.

Sincerely,

THE BOEING COMPANY

I.A.M.A.W. District 837

Dennis S. Kuhl
Sr. Manager Employee Relations

Gordon King
President Directing Business Rep.

Supplemental Understanding #31

May 16, 2007

Mr. Richard D. Smith
President-Directing Business Representative
Aerospace District Lodge No. 837
International Association of Machinists
and Aerospace Workers, AFL-CIO
212 Utz Lane
Hazelwood, MO 63042

Dear Mr. Smith:

During the 2007 negotiations, both parties agreed that in the event the Company declares a surplus of work, the issuance of layoff notification will be by job classification and labor grade work assignment.

As discussed in negotiations, layoffs will continue to be by seniority within classification as they have in the past. In order to clarify how layoffs are conducted under the Labor Grade Model and to insure that the Company would not layoff totally from one job classification to the detriment of another job classification, the following provides an example of a potential layoff situation.

Example: If a surplus was declared for four MER's and currently it can be identified that two SMAR's are assigned full time (40-hours a week) performing MER work and no MER's are currently assigned full time performing SMAR, the notification for layoff would be two MER's and two SMAR's in order of seniority.

With this in mind, the Union and the Company agree to meet at least 14 calendar days prior to the notification of layoff to review the layoff and facilitate the administration of this process. If the parties cannot agree seven (7) calendar days prior to the layoff notification, the final decision will be up to the VP-Operations.

Sincerely,

Steve Jacques
VP IDS Manufacturing

Supplemental Understanding #32

May 16, 2007

Mr. Richard D. Smith
President-Directing Business Representative
Aerospace District Lodge No. 837
International Association of Machinists
and Aerospace Workers, AFL-CIO
212 Utz Lane
Hazelwood, MO 63042

Dear Mr Smith:

During the 2007 Negotiations between IAMAW District 837 and the Boeing Company IDS-St. Louis, the Company and the Union agree that no Flight Labor Grade will be laid off as a result of moving Installations (e.g. Avionic, Gun, Seat and Engines) that is currently being performed by the Flight Labor Grade job classifications, to other Boeing-St. Louis Buildings.

Any additional movement of work packages will be reviewed by a joint Company and Union committee.

Such Employment Security is conditioned on the non-occurrence of catastrophic changes in the operating environment of the Company, including natural disasters, transfer or cancellation of a major contract or contracts, work stoppages, offsets or reductions in the present production quantities or reschedules.

Prior to any layoff the Vice President Production Operations will confer with the President/Directing Business Representative of the Union to discuss the conditions of the pending layoffs.

Very truly yours

Steve Jacques
VP IDS Manufacturing

Supplemental Understanding # 33

New Classification/Prototype Mechanic

During the 2010 negotiations, the parties agreed to a new classification within the Tooling Labor Grade - "Prototype Mechanic".

- Employees supporting Proprietary Programs where security clearances are required may be temporarily reclassified to the Prototype Mechanic Job Classification for the duration of their assignment.
- During their assignment, employees will be displayed on their home job classification seniority list.
- If while on assignment one or more of the employees is affected by Article XI – (SENIORITY), Section 3 Layoff they will be notified based on their seniority within their home job classification.
- All other sections of Article XI – (SENIORITY) will apply to the employee while they are on assignment. If they are below the maximum rate of the Prototype Mechanic job classification, they will be eligible to receive increases in accordance with Article IV – (WAGES), Section 2.
- At the completion of their assignment and reclassification to their home job classification, the employee will return to the rate of pay held prior to the assignment, including applicable Cost of Living Adjustment (COLA) and General Wage Increase (GWI) increases.
- No one will be classified as Prototype Mechanic if there are any employees in MockUp & Tool Builder classification on layoff.

SCHEDULE A			
LABOR GRADE MODEL			
Effective 25 June 2010			
Labor Grade	Classification	From	To
TOOLING		\$16.00	\$34.14
	Tooling Mechanic		
	Prototype Mechanic		
	Inspector - Metrology		
	Inspector - Tool & Die		
	Tool & Die Maker		
	Machinist - All Around		
	Builder Mock Up & Tooling		
	Machinist - General		
	Welder - Tooling		
	Heat Treater - Tool Room		
FLIGHT		\$16.00	\$33.24
	Flight Operations Mechanic		
	Inspector - Aircraft		
	Mechanic - Electrical & Electronics		
	Mechanic - Flight		
MAINT A		\$15.00	\$32.74
	Maintenance Mechanic		
	Mechanic - Machine Repair		
	Maintenance Mechanic - All Around		
	Pipefitter- Maintenance		
	Mechanic - Automotive		
	Painter - Maintenance		
ASSEMBLY		\$12.00	\$32.59
	Assembly Mechanic		
	Inspector - Assembly		
	Subassembler - Precision		
	Mechanic - Aircraft Production		
	Mechanic - Electrical & Radio		
	Sheet Metal Assembler & Riveter		
PROCESS		\$12.00	\$32.41
	Process Mechanic		
	Welder - Production		
	Sheet Metal Fabricator		
	Painter - Sign		
	Mechanic - Tube & Cable		
	Painter - Spray		
	Plater Precision		
	Operator - Chemical Processor		
	Operator - Nameplate Processing		
	Machine & Hand Sewer		

Labor Grade	Classification	From	To
SUPPORT		\$11.00	\$31.46
	Support Coordinator		
	Production Material Coordinator		
	Crater & Packer		
	Material Handler - Specialist		
UTILITY	Worker – Utility	\$11.00	\$27.70
MUNITIONS	Mechanic – Munitions		\$23.39
MAINT B		\$11.00	\$20.11
	Maintenance Generalist		
	Garage Attendant		
	Maintenance Worker		
	Housekeeper		
Rates Effective 25 June 2010			
Field Grade Classifications		From	To
BUILDER – Mock Up & Tooling – Field Grade		\$19.23	\$34.73
INSPECTOR – Aircraft – Field Grade		\$16.00	\$33.83
MECHANIC – Field Grade			
Aircraft Production – Field Grade		\$18.30	\$33.18
Electrical & Electronics – Field Grade		\$16.00	\$33.83
Electrical & Radio – Field Grade		\$18.30	\$33.18
Flight – Field Grade			\$33.83
SHEET METAL ASSEMBLER & RIVETER – Field Grade		\$16.00	\$33.18

SCHEDULE A			
LABOR GRADE MODEL			
Effective 24 June 2011			
Labor Grade	Classification	From	To
TOOLING		\$16.00	\$35.16
	Tooling Mechanic		
	Prototype Mechanic		
	Inspector - Metrology		
	Inspector - Tool & Die		
	Tool & Die Maker		
	Machinist - All Around		
	Builder Mock Up & Tooling		
	Machinist - General		
	Welder - Tooling		
	Heat Treater - Tool Room		
FLIGHT		\$16.00	\$34.24
	Flight Operations Mechanic		
	Inspector - Aircraft		
	Mechanic - Electrical & Electronics		
	Mechanic - Flight		
MAINT A		\$15.00	\$33.72
	Maintenance Mechanic		
	Mechanic - Machine Repair		
	Maintenance Mechanic - All Around		
	Pipefitter- Maintenance		
	Mechanic - Automotive		
	Painter - Maintenance		
ASSEMBLY		\$12.00	\$33.57
	Assembly Mechanic		
	Inspector - Assembly		
	Subassembler - Precision		
	Mechanic - Aircraft Production		
	Mechanic - Electrical & Radio		
	Sheet Metal Assembler & Riveter		
PROCESS		\$12.00	\$33.38
	Process Mechanic		
	Welder - Production		
	Sheet Metal Fabricator		
	Painter - Sign		
	Mechanic - Tube & Cable		
	Painter - Spray		
	Plater Precision		
	Operator - Chemical Processor		
	Operator - Nameplate Processing		
	Machine & Hand Sewer		

1

Labor Grade	Classification	From	To
SUPPORT		\$11.00	\$32.40
	Support Coordinator		
	Production Material Coordinator		
	Crater & Packer		
	Material Handler - Specialist		
UTILITY	Worker – Utility	\$11.00	\$28.53
MUNITIONS	Mechanic – Munitions		\$24.09
MAINT B		\$11.00	\$20.71
	Maintenance Generalist		
	Garage Attendant		
	Maintenance Worker		
	Housekeeper		
Rates Effective 24 June 2011			
Field Grade Classifications		From	To
BUILDER – Mock up & Tooling – Field Grade		\$19.23	\$35.77
INSPECTOR – Aircraft – Field Grade		\$16.00	\$34.84
MECHANIC – Field Grade			
Aircraft Production – Field Grade		\$18.30	\$34.18
Electrical & Electronics – Field Grade		\$16.00	\$34.84
Electrical & Radio – Field Grade		\$18.30	\$34.18
Flight – Field Grade			\$34.84
SHEET METAL ASSEMBLER & RIVETER – Field Grade		\$16.00	\$34.18

2

SCHEDULE A			
LABOR GRADE MODEL			
Effective 22 June 2012			
Labor Grade	Classification	From	To
TOOLING		\$16.00	\$36.21
	Tooling Mechanic		
	Prototype Mechanic		
	Inspector - Metrology		
	Inspector - Tool & Die		
	Tool & Die Maker		
	Machinist - All Around		
	Builder Mock Up & Tooling		
	Machinist - General		
	Welder - Tooling		
	Heat Treater - Tool Room		
FLIGHT		\$16.00	\$35.27
	Flight Operations Mechanic		
	Inspector - Aircraft		
	Mechanic - Electrical & Electronics		
	Mechanic - Flight		
MAINT A		\$15.00	\$34.73
	Maintenance Mechanic		
	Mechanic - Machine Repair		
	Maintenance Mechanic - All Around		
	Pipefitter- Maintenance		
	Mechanic - Automotive		
	Painter - Maintenance		
ASSEMBLY		\$12.00	\$34.58
	Assembly Mechanic		
	Inspector - Assembly		
	Subassembler - Precision		
	Mechanic - Aircraft Production		
	Mechanic - Electrical & Radio		
	Sheet Metal Assembler & Riveter		
PROCESS		\$12.00	\$34.38
	Process Mechanic		
	Welder - Production		
	Sheet Metal Fabricator		
	Painter - Sign		
	Mechanic - Tube & Cable		
	Painter - Spray		
	Plater Precision		
	Operator - Chemical Processor		
	Operator - Nameplate Processing		
	Machine & Hand Sewer		

Labor Grade	Classification	From	To
SUPPORT		\$11.00	\$33.37
	Support Coordinator		
	Production Material Coordinator		
	Crater & Packer		
	Material Handler - Specialist		
UTILITY	Worker – Utility	\$11.00	\$29.39
MUNITIONS	Mechanic – Munitions		\$24.81
MAINT B		\$11.00	\$21.33
	Maintenance Generalist		
	Garage Attendant		
	Maintenance Worker		
	Housekeeper		
Rates Effective 22 June 2012			
Field Grade Classifications		From	To
BUILDER – Mock up & Tooling – Field Grade		\$19.23	\$36.84
INSPECTOR – Aircraft – Field Grade		\$16.00	\$35.89
MECHANIC – Field Grade			
Aircraft Production – Field Grade		\$18.30	\$35.21
Electrical & Electronics – Field Grade		\$16.00	\$35.89
Electrical & Radio – Field Grade		\$18.30	\$35.21
Flight – Field Grade			\$35.89
SHEET METAL ASSEMBLER & RIVETER – Field Grade		\$16.00	\$35.21

SCHEDULE A			
LABOR GRADE MODEL			
Effective 21 June 2013			
Labor Grade	Classification	From	To
TOOLING		\$16.00	\$37.30
	Tooling Mechanic		
	Prototype Mechanic		
	Inspector - Metrology		
	Inspector - Tool & Die		
	Tool & Die Maker		
	Machinist - All Around		
	Builder Mock Up & Tooling		
	Machinist - General		
	Welder - Tooling		
	Heat Treater - Tool Room		
FLIGHT		\$16.00	\$36.33
	Flight Operations Mechanic		
	Inspector - Aircraft		
	Mechanic - Electrical & Electronics		
	Mechanic - Flight		
MAINT A		\$15.00	\$35.77
	Maintenance Mechanic		
	Mechanic - Machine Repair		
	Maintenance Mechanic - All Around		
	Pipefitter- Maintenance		
	Mechanic - Automotive		
	Painter - Maintenance		
ASSEMBLY		\$12.00	\$35.62
	Assembly Mechanic		
	Inspector - Assembly		
	Subassembler - Precision		
	Mechanic - Aircraft Production		
	Mechanic - Electrical & Radio		
	Sheet Metal Assembler & Riveter		
PROCESS		\$12.00	\$35.41
	Process Mechanic		
	Welder - Production		
	Sheet Metal Fabricator		
	Painter - Sign		
	Mechanic - Tube & Cable		
	Painter - Spray		
	Plater Precision		
	Operator - Chemical Processor		
	Operator - Nameplate Processing		
	Machine & Hand Sewer		

1
2

Labor Grade	Classification	From	To
SUPPORT		\$11.00	\$34.37
	Support Coordinator		
	Production Material Coordinator		
	Crater & Packer		
	Material Handler - Specialist		
UTILITY	Worker – Utility	\$11.00	\$30.27
MUNITIONS	Mechanic – Munitions		\$25.55
MAINT B		\$11.00	\$21.97
	Maintenance Generalist		
	Garage Attendant		
	Maintenance Worker		
	Housekeeper		
Rates Effective 21 June 2013			
Field Grade Classifications		From	To
BUILDER – Mock up & Tooling – Field Grade		\$19.23	\$37.95
INSPECTOR – Aircraft – Field Grade		\$16.00	\$36.97
MECHANIC – Field Grade			
Aircraft Production – Field Grade		\$18.30	\$36.27
Electrical & Electronics – Field Grade		\$16.00	\$36.97
Electrical & Radio – Field Grade		\$18.30	\$36.27
Flight – Field Grade			\$36.97
SHEET METAL ASSEMBLER & RIVETER – Field Grade		\$16.00	\$36.27

3

SCHEDULE A			
LABOR GRADE MODEL			
Effective 20 June 2014			
Labor Grade	Classification	From	To
TOOLING		\$16.00	\$38.42
	Tooling Mechanic		
	Prototype Mechanic		
	Inspector - Metrology		
	Inspector - Tool & Die		
	Tool & Die Maker		
	Machinist - All Around		
	Builder Mock Up & Tooling		
	Machinist - General		
	Welder - Tooling		
	Heat Treater - Tool Room		
FLIGHT		\$16.00	\$37.42
	Flight Operations Mechanic		
	Inspector - Aircraft		
	Mechanic - Electrical & Electronics		
	Mechanic - Flight		
MAINT A		\$15.00	\$36.84
	Maintenance Mechanic		
	Mechanic - Machine Repair		
	Maintenance Mechanic - All Around		
	Pipefitter- Maintenance		
	Mechanic - Automotive		
	Painter - Maintenance		
ASSEMBLY		\$12.00	\$36.69
	Assembly Mechanic		
	Inspector - Assembly		
	Subassembler - Precision		
	Mechanic - Aircraft Production		
	Mechanic - Electrical & Radio		
	Sheet Metal Assembler & Riveter		
PROCESS		\$12.00	\$36.47
	Process Mechanic		
	Welder - Production		
	Sheet Metal Fabricator		
	Painter - Sign		
	Mechanic - Tube & Cable		
	Painter - Spray		
	Plater Precision		
	Operator - Chemical Processor		
	Operator - Nameplate Processing		
	Machine & Hand Sewer		

1
2

Labor Grade	Classification	From	To
SUPPORT		\$11.00	\$35.40
	Support Coordinator		
	Production Material Coordinator		
	Crater & Packer		
	Material Handler - Specialist		
UTILITY	Worker – Utility	\$11.00	\$31.18
MUNITIONS	Mechanic – Munitions		\$26.32
MAINT B		\$11.00	\$22.63
	Maintenance Generalist		
	Garage Attendant		
	Maintenance Worker		
	Housekeeper		
Rates Effective 20 June 2014			
Field Grade Classifications		From	To
BUILDER – Mock up & Tooling – Field Grade		\$19.23	\$39.09
INSPECTOR – Aircraft – Field Grade		\$16.00	\$38.08
MECHANIC – Field Grade			
Aircraft Production – Field Grade		\$18.30	\$37.36
Electrical & Electronics – Field Grade		\$16.00	\$38.08
Electrical & Radio – Field Grade		\$18.30	\$37.36
Flight – Field Grade			\$38.08
SHEET METAL ASSEMBLER & RIVETER – Field Grade		\$16.00	\$37.36

2010

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17	18	19	20	21	22	23	18	19	20	21	22	23	24
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31													
FEBRUARY							AUGUST						
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MARCH							SEPTEMBER						
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2011

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2012

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26	27	28	29				26	27	28	29	30	31	
MARCH							SEPTEMBER						
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APRIL							OCTOBER						
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MAY							NOVEMBER						
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2013

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MAY							NOVEMBER						
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2014

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12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	20	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28	29	30	31		27	28	29	30	31		
FEBRUARY							AUGUST						
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9	10	11	12	13	14	15	10	11	12	13	14	15	16
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23	24	25	26	27	28		24	25	26	27	28	29	30
MARCH							SEPTEMBER						
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9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30				
30	31						OCTOBER						
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27	28	29	30				26	27	28	29	30	31	
MAY							NOVEMBER						
				1	2	3							1
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25	26	27	28	29	30	31	23	24	25	26	27	28	29
JUNE							DECEMBER						
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15	16	17	18	19	20	21	14	15	16	17	18	19	20
22	23	24	25	26	27	28	21	22	23	24	25	26	27
29	30						28	29	30	31			

2015

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