

TENTATIVE AGREEMENT

**ARTICLE 1
UNION REPRESENTATION**

Section 1.1 Units Covered.

The Company recognizes the Union as the exclusive collective bargaining agent for all employees covered by this Agreement, as follows:

1.1(a) ~~Seattle-Renton~~ Puget Sound Unit.

1.1(a)(1) Those employees in the collective bargaining unit that were involved in National Labor Relations Board Case No. 19-RC-344, and now consisting of: All production and maintenance employees of the Company in the State of Washington, who are not on temporary assignment from a Primary Location other than ~~Seattle-Renton~~Puget Sound, but excluding, as to employees within and without the State of Washington: employees working in the receiving and testing department performing chemical or electrical laboratory work; stenographers A and B working for foremen, general foremen, inspection supervisors, production supervisors and chief timekeepers; production engineers in the Production Planning Department and the Experimental Production Department working under the job titles of Senior Production Engineer B, Production Engineer A, Production Engineer B, Production Planner Special and Production Planner B; the following employees in departments 521 and 525: production control recorders, working group leaders, clerks, expeditors, stenographers and operators of tabulating, key punch and verifier machines; power plant operators; truck drivers operating on the public highway; office clerical employees; guards, professional employees, and supervisors as defined in the Labor-Management Relations Act of 1947; and subject to any further exclusions to the extent required by other certifications, orders or rulings of the NLRB, and further excluding those classifications, organizations and functions which have superseded those mentioned in the foregoing exclusions, and

1.1(a)(2) All staff nurses employed by the Company in the State of Washington, excluding supervisory nurses, as designated in National Labor Relations Board certification dated January 29, 1973, in Case No. 19-RC-6400, and

1.1(a)(3) Instructors and group leaders assigned as instructors over the production and maintenance employees designated in subparagraph 1.1(a)(1), and

1.1(a)(4) All employees of the Company in the ~~Seattle-Renton~~Puget Sound Unit as described in subparagraphs 1.1(a)(1), 1.1(a)(2) and 1.1(a)(3) who are outside the State of Washington but who are at Remote Locations identified with the ~~Seattle-Renton~~Puget Sound Primary Location.

Such unit is primarily identified with the Primary Location known as ~~Seattle-Renton-Puget Sound~~ and with Aerospace Industrial District Lodge No. 751, IAM & AW, AFL-CIO.

1.1(b) Wichita Unit.

1.1(b)(1) Those employees in the collective bargaining unit described as follows: those employees in the collective bargaining unit that were involved in National Labor Relations Board Case No. 17-R-406 and to whom Appendix "A" to the "Agreement for Consent Election" executed June 14, 1943, in that case, relates, including generally all hourly paid production and maintenance employees; and classifications of employees subsequently added pursuant to agreement of March 28, 1946 (including Tool Record Clerks), agreement of May 16, 1946 (including Timekeepers), agreement of June 14, 1946 (including Production Stock Record Clerks), agreement of October 25, 1946 (including Production Inventory Clerks), agreement of February 27, 1947 (including Blueprint Control Clerks), National Labor Relations Board decision in Case Numbers 17-RC-790 and 17-RC-791 (including Contact Printers and Rivet Control Clerks), and National Labor Relations Board decision in Case No. 17-RC-905 and agreement of March 29, 1951 (including Inspectors in certain designated job classifications), and National Labor Relations Board decision in Case No. 17-RC-5403 and agreement of May 5, 1967 (including Industrial Waste Treatment Plant Operators); but excluding all classifications of employees not permitted to vote in the consent election on July 3, 1943 in National Labor Relations Board Case No. 17-R-406; and subject to any further exclusions to the extent required by other certifications, orders or rulings of the NLRB.

1.1(b)(2) All employees of the Company in the Wichita Unit described in 1.1(b)(1) who are at Remote Locations identified with the Wichita Primary Location.

Such unit is primarily identified with the Primary Location known as Wichita and with District Lodge No. 70, IAM & AW, AFL-CIO.

1.1(c) Portland Unit.

1.1(c)(1) Those employees in the collective bargaining unit described as follows: those hourly paid production and maintenance employees, and occupational health nurses, within the collective bargaining unit identified with the Portland Primary Location, excluding office clerical employees, professional employees, guards and watchmen, and supervisors as defined in the National Labor Relations Act, as amended, and also excluding individuals on temporary assignment from another Primary Location, which Portland Primary Location is the operation the Company is conducting at 19000 N.E. Sandy Boulevard, Portland, Oregon, as designated in the collective bargaining agreement of November 1, 1975, between the Company and the International Association of

Machinists and Aerospace Workers, AFL-CIO and Willamette Lodge No. 63 thereof.

1.1(c)(2) All employees of the Company in the Portland Unit described in subparagraph 1.1(c)(1) who are at Remote Locations identified with the Portland Primary Location.

Such unit is primarily identified with the Primary Location known as Portland and with District Lodge No. 24.

1.1(d) Additional Primary Locations.

All other production and maintenance employees of the Company of the type referred to in subparagraph 1.1(a)(1) (subject to exclusions of the type stated or referred to in subparagraph 1.1(a)(1)) whose employment is identified with any Primary Location hereinafter designated as such by the Company.

Section 1.2 Employees Assigned Away From Primary Location-Unit Identification.

It is recognized that the Company's business for the foreseeable future will require the establishment and maintenance, or continued maintenance of temporary or semi-permanent operations in various locations in North America and the islands related thereto and in each such instance where a designated Remote Location is involved, it is the intent of this Agreement that, subject to any further or supplemental agreement of the parties on the matter, employees that are assigned to work at such location or are hired at the location for work there, shall be considered as remaining or being within the collective bargaining unit identified with the Primary Location of the Company that originally set up the work force identified with the business being conducted by the Company at such location; with the exception that in the case of employees at such location who are there by reason of temporary assignment from some Primary Location other than the one originally setting up such work force, the latter employees shall while on such temporary assignment continue to be identified with the collective bargaining unit at the Primary Location from which they were so assigned.

Section 1.3 Union Jurisdictional Claims – Settlement Of.

Controversies between the Company and the Union, arising out of Union jurisdictional claims as to the employees properly to be included in one of the collective bargaining units identified in this Article 1 and to work assignments of unrepresented individuals, shall be resolved in accordance with the following rules and procedures:

1.3(a) Controversies to which this Section 1.3 relates shall be those based on the contention by the Union that the work assignments of one or more unrepresented individuals properly should be performed only by an employee in one of the units identified in this Article 1 and represented by the Union.

1.3(b) An unrepresented individual is one employed by the Company who is treated by the Company as not being within a unit represented by the Union and who is not within a collective bargaining unit represented by another labor organization.

Best and Final Offer
August 28, 2008

1.3(c) Temporary performance by an unrepresented employee of work that is not normally and regularly a part of his/her job assignment shall not be used by the Union as the basis for any jurisdictional claim under this Section 1.3. It is understood that this Section 1.3(c) shall not be used in determining whether such temporary performance affords basis for a grievance under any other provision of this Agreement.

1.3(d) Union jurisdictional claims shall be resolved as provided in Section 19.15.

1.3(e) It is the intent of the Company that unrepresented employees shall not be assigned to displace employees in any of the bargaining units identified in this Article 1 during periods such unrepresented employees remain outside any such bargaining unit.

1.3(f) Any jurisdictional dispute involving represented employees who are not within one of the units described in this Article 1 shall not be subject to the grievance and arbitration provisions of this Agreement.