

TENTATIVE AGREEMENT

Engineering and Technical Units

ARTICLE 20

ED WELLS PARTNERSHIP A JOINT SPEEA/BOEING INITIATIVE

Section 20.1 Mission. The Company, the Union, and SPEEA-represented employees agree working together for their mutual benefit helps maintain competitiveness and technical excellence and creates a model for union/management collaboration to make Boeing a workplace of choice.

The Ed Wells Partnership develops and offers a suite of products and services to the technical workforce for the benefit of all stakeholders.

The Ed Wells Partnership will seek to develop and implement initiatives approved by the Joint Policy Board to achieve the following goals: Effective partnership; a skilled, motivated, productive and stable workforce; employability; lifelong learning; knowledge retention and sharing; and career development.

Section 20.2 Joint Policy Board. A Joint Policy Board will be established, comprised of an equal number of representatives of each party. The Board shall have responsibility for (1) providing the overall direction of the Ed Wells Partnership; (2) acting on the recommendations of the Joint Administrative Staff and providing oversight to the staff; and (3) determining the expenditure of funds provided to cover Ed Wells Partnership activities. The Board shall meet as required, but in no event less than quarterly.

Section 20.3 Joint Administrative Staff. The Company and the Union will appoint co-directors, who will assume responsibility for directing the Ed Wells Partnership activities. A Joint Administrative Staff shall be authorized by the Joint Policy Board and selected and managed by the co-directors within the budget as authorized by the Joint Policy Board.

Section 20.4 Meetings.

20.4(a) In order to meet its goals and aims, the Union must be able to speak confidently and authoritatively for its bargaining unit membership. Therefore, time will be allowed during the first week of employment for new hires into the bargaining unit to meet with a Union representative and learn about the Union's role in the Ed Wells Partnership, and by allowing regular quarterly meetings (up to two hours) of all Council Representatives on work time to discuss the issues facing the Partnership. The Joint Policy Board may authorize additional Council Representative participation in approved activities.

20.4(b) To ensure open communication, Union leaders will meet periodically with Company leaders of engineering and technical functions for the geographical areas covered by this Agreement. The purpose of such meetings will be to review the activities of the Ed Wells Partnership and its progress toward meeting the goals identified in 20.1, above. Additionally, the parties agree that high level meetings for the geographical areas covered by this Agreement will be held no less than twice annually to review the activities of the Ed Wells Partnership. Either party may suggest meetings with the Company's Office of the Chairman or others as appropriate and mutually agreed-upon.

Section 20.5 Funding. Each party shall be responsible for the salaries of its representatives on the Joint Policy Board; expenses of Board members may be covered by the fund where the expense was authorized by the Board (whenever possible, such expenses will be authorized in advance of expenditure). The Company will commit a minimum of ~~\$24.818.6~~ million (covering all Boeing SPEEA represented bargaining units participating in the Ed Wells Partnership, including the Wichita Professional Unit) during the term of this agreement ~~in each year~~ in support of the Ed Wells Partnership for the activities directed by the Joint Policy Board, to include facilities, administration, publicity, equipment, materials, and such other expenses as may be agreed to by the Joint Policy Board. In addition, work statement changes for the mutual benefit of the technical workforce and the Company may be allocated additional funds as deemed necessary by the Joint Policy Board, subject to approval of appropriate Company stakeholders.

Section 20.6 Retention Ratings and Salary Adjustments. For a maximum of two years of employment, bargaining unit employees appointed to work at the Ed Wells Partnership will (a) retain the same retention rating held prior to entering the Ed Wells Partnership, unless management assigns the employee a higher retention rating, and (b) receive annual salary increases that are, at a minimum, equivalent to the negotiated salary pool for the period of such employment.

Section 20.7 Disputes. Disputes concerning any aspect of this Article shall be referred to the Joint Policy Board for resolution. No matter involving the Ed Wells Partnership, or any provision of this Article will be subject to the grievance and arbitration procedure of Article 3.

Section 20.8 Business Practices. The following business practices shall be applied:

~~**20.8(a)** Amounts not spent in one annual period under Section 20.4 shall carry over to the next year, but not beyond the expiration of the Agreement.~~

~~**20.8(ab)** The Joint Policy Board shall establish an annual budget. The amount set forth in Section 20.54 shall be separately accounted for and may not be used for any other program.~~

~~**20.8(bc)** All labor and non-labor will be treated according to current Boeing accounting practices~~

20.8(cd) Labor support from other divisions will be burdened at the Boeing loaned labor rate.

20.8(de) To the extent permitted by law, a trust fund will be established pursuant to the Taft-Hartley Act, 29 U.S.C. Section 186, to contract with the Union for services of any individual employed by the Union who is named to the administrative staff established by Section 20.3. The trust shall be established pursuant to a written agreement between the parties that complies with clause (B) of the proviso to 29 U.S.C. Section 186(c)(5). In addition, the terms of any contract between the trust and the Union shall provide that the Union will be reimbursed for the services of these individuals on the basis of their base rate plus actual expenses for payroll taxes and the following employee fringe benefits: Union pension plan and package H and W insurance. The Company shall provide funds to the trust in a sufficient amount and in a timely manner to enable the trust to meet its contractual obligations to the Union.

20.8(ef) Individuals employed by the Union who are named to the administrative staff established by Section 20.3 shall be full-time, dedicated to the administrative staff. On an exception basis, such individuals may perform Union business for brief periods of time. Time spent performing Union business will not be reimbursed through the trust as described in section 20.8(d). ~~paragraph 5~~ The individuals performing Union business shall keep contemporaneous records of the dates such business was performed and the amounts of time so spent, which records shall be presented to the Company with the monthly invoices for reimbursement.

Section 20.9 Confidentiality. It is recognized by the parties that a free flow of information between them is necessary to insure the success of the Ed Wells Partnership. Information which could be disclosed to the Union and to the Union Administrative Staff includes information relating to inventions, products, processes, machinery, apparatus, prices, discounts, costs, business affairs or technical data that the Company considers as confidential. In furtherance of their objective to facilitate full participation of the Union in these programs while recognizing the sensitivity of the Company's confidential information, the parties agree that any such information shall be held in confidence by the Union and the Administrative Staff and shall be used by them solely for purposes of this program. All Union Administrative Staff shall be provided a copy of this Letter of Understanding and advised of their obligations under it.

**Society of Professional Engineering
Employees in Aerospace**

The Boeing Company

By _____

By _____

Date _____

Date _____