

TENTATIVE AGREEMENT

Engineering Unit

ARTICLE 22 JOB CLASSIFICATIONS

Section 22.1 Authorized Job Classifications. Each job classification listed in Article 11, Table 1 Appendix A shall, for the period of this Agreement, remain in effect, subject to revisions as provided in 22.4, unless made inactive by mutual agreement of the Union and the Company.

Section 22.1(a) Engineering Classifications. When, pursuant to the provisions of Article 1, the Company classifies an individual in one of the Engineer classifications listed in Appendix A, it will give consideration to the nature of the work involved and the qualifications of such individual. Inclusion in these classifications shall be limited to those employees who, in the performance of their assigned work, regularly apply engineering disciplines to the research, design, development, test and evaluation of Company products or processes, and who satisfy the definition of "professional employee" as stated in Section 2(12) of the National Labor Relations Act as set forth below:

- “(a) any employee engaged in work (i) predominately intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (ii) involving the consistent exercise of discretion and judgment in its performance; (iii) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; (iv) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or
- (b) any employee, who (i) has completed the courses of specialized intellectual instruction and study described in clause (iv) of paragraph (a) and (ii) is performing related work under the supervision of a professional person to qualify himself to become a professional employee as defined in paragraph (a).”

This Section shall not be construed as affecting the Company's unilateral right to select and determine the employees to be included in each classification listed in Appendix A, which right shall not be subject to Article 3. Nothing in Appendix A is intended to alter the historical scope of the unit as described in Article 1.

Section 22.2 Definition of Job Classification. A job classification is defined by occupation, job family, and level codes as identified within the Company's Salaried Job Classification (SJC) system.

Section 22.3 Application and Intent of Job Descriptions.

22.3(a) Occupations are the broadest categories of work. Job families describe the organization of tasks. Level guides identify the various levels of responsibility within the job family. Each job classification is linked to Skills Management Codes (SMCs) within the SJC system. SMCs identify unique knowledge, skills, abilities, and environments within the job family.

22.3(b) Each occupation code, job family code, level guide, and SMC is defined by a unique description as identified within the SJC system.

22.3(c) An employee may perform some of the work of a higher level and/or some of the work of a lower level in the performance of the work assignment. It is not anticipated that any employee will perform all the duties set forth in the job description. Any work assignment may include:

22.3(c)(1) Teaching, instructing, leading or providing assistance to others.

22.3(c)(2) The use of equipment to facilitate the work assignment.

22.3(c)(3) The submission of completed work or any portion thereof for checking or approval.

22.3(c)(4) The reporting of any work impairment such as errors in materials, processes, equipment, etc.

Section 22.4 New or Revised Job Family, Level Guides, and SMC Descriptions. If, after the effective date of this Agreement, the Company or the Union determines that no existing job family, level guide, or SMC description appropriately covers a new or reorganized work assignment, either party may initiate a request for evaluation and review through the established SJC Maintenance Process. The Union will participate as a voting member on the Company's SJC team in the identification, evaluation, and review of all proposed changes to job family descriptions and level guides for SJC job classifications listed in ~~Appendix A Article 11, Table I~~, and their associated SMC descriptions. The Company will implement changes (1) by revising or deleting an existing job family, level guide, and/or SMC description; or (2) by developing a new job classification code, with supporting descriptions, which will be incorporated into ~~Appendix A Article 11, Table I~~ through the issuance of an installation memo; or (3) the Company will establish a temporary job classification and/or SMC in accordance with 22.4(b).

22.4(a) Union Challenges of Level(s) for New or Revised Job Level Guide. In the event the Union disagrees with the number or description of level(s) of a new or revised job level guide, it must, within thirty (30) calendar days from the date the new or revised level guide is forwarded by the Company, challenge the level, setting

forth in writing the reasons why the Union disagrees. Otherwise, the level guide as determined by the Company will stand.

22.4(a)(1) If the Union challenges a new or revised level guide, the Company's Director of Compensation and Benefits, and his/her appointees, and Union representatives shall meet within forty-five (45) calendar days of the request for the purpose of attempting to reach agreement as to the appropriate level guide. Disagreements between the Union and the Company shall be resolved exclusively on the basis of the level guide assigned as a result of the Company's application of 22.4. A Union challenge shall in no way prevent or delay the Company from assigning personnel to the job classification involved in the challenge.

22.4(a)(2) If the Union challenges a new or revised level as submitted by the Company, and it is determined that the level is not correct, the Company will pay each employee involved at a rate that is within the range of the corrected level, for the time in which the employee has performed the duties of the corrected level.

22.4(b) Temporary Job Family, Level, or SMC. A temporary job family, level, or SMC may be established by the Company for new or revised work for which no current job family, level, or SMC is applicable and which requires a period of time to stabilize job duties. This period will not exceed ninety (90) days unless extended by mutual agreement. The Union will be notified of the effective date and approximate duration. Employees will be assigned to such new work at not less than their current levels until the job family and level is made permanent. If the temporary job family code or level is made permanent at a higher level than the levels of the assigned employees, these employees will be paid within the range of the higher level for the time assigned to the work covered by the permanent job family or level. Effective upon and after the Company's determination that a temporary job family and/or level has become permanent, the provisions of 22.4 shall apply.

Section 22.5 Individual Employee's Job Classification.

22.5(a) It is a mutual objective of the Union and the Company that the job classification of each employee be an accurate and timely reflection of the work assigned and the demonstrated capabilities of the employee. However, the Company shall retain the exclusive right to reassign employees as necessary to meet work requirements, and employees shall comply with such reassignments notwithstanding the employees' job classifications of record at the time. If the Company determines, by reference to the applicable job family description, that an employee's level is higher than is appropriate for the work to which the employee is assigned, the Company may permit the employee to continue in the same assignment without reclassification for whatever period of time the Company elects; or the Company may add to the employee's current assignment or reassign the employee to other work for which the employee's level is appropriate.

22.5(b) Because an employee may be assigned work at a level lower than the employee's current level without being reclassified to the lower level, the levels of work assignments of individuals other than the employee shall not be introduced or regarded as pertinent evidence for the purposes of 3.6(a), unless by mutual agreement of the parties.

22.5(c) Employees may be reclassified to a higher level irrespective of their assigned retention rating.

22.5(d) Challenges Concerning Individual Employee's Job Family, Level, or SMC. An individual employee may request a review of his or her job classification or level based on the contention the work assigned by the Company differs from the job classification or SMC to the extent and in such a manner as to warrant reclassifying the employee to a different existing job classification or skills management code. Employees will attempt to resolve classification first by discussion with first-line management. In the absence of a resolution mutually agreeable to both management and the employee, the following steps will be utilized in the review process:

22.5(d)(1) If the employee contends that a classification or level issue still exists, he or she along with his or her Union Representative will notify the Skill Team Manager to request a review.

22.5(d)(2) The Skill Team Manager will meet with the employee and the Union Representative to fully discuss the employee's issue in an effort to reach mutual resolution.

22.5(d)(3) If the employee and Union Representative do not agree with the Skill Team decision, the Skill Team Manager, the appropriate Human Resources Representative and the Union Representative will meet to resolve the matter by a majority decision.

22.5(d)(4) Short-term variations will from time to time occur in the amounts and types of work assigned to any activity, project, program or organization. Such variations, including, but not limited to, work assignment adjustments made necessary by vacations and other employee absences, are recognized by the Union and the Company as conditions which justify the short-term assignment of employees to work that is different than the employees' current job family classification or level. Accordingly, individual job family classification or level challenges acceptable under the provisions of this Article 22 are limited to assignments of not less than thirty (30) continuous calendar days.

22.5(d)(5) If, subsequent to the processing of a challenge in accordance with 22.5(d), it is determined by the Company through the challenge that an existing higher level is appropriate, the Company will classify the employee and pay the employee at a rate that is within the range of the appropriate level for the time

the employee has performed the work at the higher level subsequent to the date on which the notification required by 22.5(d)(1) was received by the Company and within thirty calendar days prior to that date.

Section 22.6 Reclassification to a Lower Level. The Company may in its discretion alter employee work assignments or reassign employees to lower-level bargaining unit work for which the Company deems they are qualified. In these cases, the employee shall retain their SJC level and will not be reclassified to a lower level. Reclassifications to lower levels may be made as a result of an employee's documented unacceptable performance.

Section 22.7 The provisions of 22.4, 22.5, and 22.6 are not subject to the grievance and arbitration procedures of Article 3.

**Society of Professional Engineering
Employees in Aerospace**

The Boeing Company

By _____

By _____

Dated _____

Dated _____