

TENTATIVE AGREEMENT

LETTER OF UNDERSTANDING NO. 4 RELATING TO DRUG AND ALCOHOL FREE WORKPLACE PROGRAM (*Engineering and Technical Units*)

The Company and the Union enter this Letter of Understanding to address the serious societal problem of drug and alcohol use and abuse. The Company and the Union affirm their joint objective to achieve a drug and alcohol free workplace while complying with applicable government laws and regulations. To that end, the parties agree to a drug and alcohol free workplace program with these principal components: a comprehensive employee assistance program emphasizing rehabilitation; employee awareness; training; and testing.

A. Employee Assistance Program

1. The Company will continue to provide a comprehensive Employee Assistance Program (EAP). One of the major purposes of the program is to rehabilitate employees experiencing drug and alcohol problems through a professional assessment and referral service with follow-up counseling. The service will be provided by trained, professional counselors employed by an EAP company under contract with Boeing.
2. Voluntary participation in the EAP may occur through referral (self, union, management, others). These employees will have their treatment monitored by the EAP and be subject to follow-up counseling and testing by the treatment provider.
3. Mandatory participation in the EAP will be offered as an alternative to discharge to employees who have (a) had a discharge for attendance or performance problems held in abeyance, or (b) a verified positive drug or alcohol test administered by the Company. Abating a discharge with mandatory Drug Free Workplace (DFW) program participation will also be available in those circumstances associated with attendance where the employee's violation is a failure to meet management expectations concerning advance notification of absences or deviations from established work schedules. Mandatory participants will be subject to the terms and conditions of the "Compliance Notification Memo" (attached hereto). Violation of any of the terms of the Compliance Notification Memo normally will result in discharge from employment.
4. The parties further agree that their activities in support of Alcoholics Anonymous have been successful and that those activities will include other self-help groups, such as Narcotics Anonymous and Cocaine Anonymous.

In addition to the current support provided, the Company and the Union will publicize the efforts of these self-help groups

B. Employee Awareness

1. The Company will continue its drug and alcohol awareness program designed to keep employees informed of the drug and alcohol free workplace program, including opportunities for rehabilitation through the EAP, the dangers of drug and alcohol use and abuse, and drug and alcohol testing.
2. The awareness program will disseminate the information through pamphlets, news articles, mailouts, video tapes, the Boeing Web, ~~and-or~~ other media.

C. Training

1. The Company will maintain a drug- and alcohol-free workplace training ~~program-course~~ for its managers, human resource representatives, medical professionals, and ~~other selected employees~~ DFW Focals. The training will be designed to:
 - a. Identify the extent and impact of drug and alcohol use.
 - b. Describe the principal federal legislation and regulations for a drug and alcohol free workplace.
 - c. Identify the Company rules pertaining to drugs and alcohol and the appropriate action to be taken upon violation.
 - d. Identify the principal components of the Drug and Alcohol Free Workplace Program (rehabilitation, awareness, training, and testing).
 - e. Explain the Employee Assistance Program, opportunities for rehabilitation, and the consequences of rehabilitation failure.
 - f. Explain the facts of drug and alcohol testing accuracy and procedures, such as the chain of custody.
 - g. Enable participants to effectively apply observed and documented performance criteria and appropriate procedures in referring the employee to the Employee Assistance Program.
 - h. Enable participants to effectively apply observed and documented criteria typically indicative of drug or alcohol use and apply appropriate reasonable suspicion testing guidelines in referring employees to Medical for medical observation and possible testing.

- i. Enable participants to apply appropriate post-accident testing guidelines in referring employees for testing.
2. The training will not be designed to teach participants to be substance abuse experts or professional counselors.
3. Union selected individuals, including but not limited to the Union's Executive Board, Council Representatives, and staff members, will be invited to participate in training. Once a year the Union will provide the Company with a list of those persons to be trained.
4. Whenever practicable, Union selected individuals and Company managers will be trained together.

D. Drug and Alcohol Testing

1. The Company will implement a drug and alcohol testing program designed to deter misuse and abuse and to provide a means for early identification, referral for treatment, and rehabilitation of employees with abuse problems, as outlined below.
2. The Company will at all times comply with its policy and procedures and with applicable government laws and regulations designed to safeguard the accuracy and reliability of drug and alcohol testing and to protect the confidentiality of those tested. Specifically, the Company will follow applicable regulations (49 C.F.R. Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs"). For drug testing, these cover:
 - a. Collection procedures, including strict chain of custody to prevent mislabeling or alteration of urine samples and to account for the integrity of each sample from the point of collection to final disposition;
 - b. Use of a United States government certified laboratory with state-of-the-art testing methodologies, including confirmation testing using gas chromatography-mass spectrometry instrumentation;
 - c. Testing only for substances required by the regulations and for which the laboratory has been certified by the United States government, using government-mandated cutoff and confirmation levels; conducting validity testing to determine if the specimen has been adulterated or substituted;
 - d. Undertaking a quality assurance and quality control program designed further to ensure laboratory testing accuracy;
 - e. Periodic inspections of the laboratory;

- f. Employment of qualified medical review officers (MRO) who are licensed physicians with knowledge of substance abuse disorders and with the medical training to interpret and evaluate a positive test result, medical history, and other relevant data for the purpose of verifying positive results, determining adulteration or substitution, and making return-to-work recommendations;
 - g. Giving the employee an opportunity to provide a legitimate, alternative medical explanation for the result. Should such an explanation be provided, the test result will be reported as negative;
 - h. Advising the employee of the opportunity to request analysis of the split sample within 72 hours of being notified of a positive result. The Company will pay for split specimen testing. ~~reimburse the employee for said expense if the retest result is negative.~~ Portions of the original specimen not subjected to the testing process will be placed in proper storage and retained by the laboratories in case subsequent testing is requested or required.
 - i. Ensuring confidentiality of test results, of information provided by the employee to the MRO, and of employee participation in the EAP in accordance with existing Company policy and the federal regulations; and
 - j. Retaining all confirmed positive specimens at the laboratory for at least one (1) year in accordance with the federal regulations.
3. Alcohol testing will be conducted using breath samples. The instrument shall be approved by the Department of Transportation as an evidentiary breath testing device and used only by trained operators (Breath Alcohol Technicians). For alcohol testing, levels at or above .02-.04 percent blood alcohol content will be considered positive (~~see exception noted in~~ para. 940).
4. The Company will conduct employee testing under the following circumstances:
- a. Reasonable suspicion drug and alcohol testing covering all employees. "Reasonable suspicion" means there is information that would cause a reasonable person to believe that an employee has used or is impaired by alcohol or drugs. The Company will use the following standards to determine when testing may be appropriate: signs of impairment to include but not limited to, ~~such as~~ difficulty in maintaining balance, distinct odor of drugs and/or alcohol, slurred speech, abnormal or erratic behavior, or apparent inability to do assigned work in a safe or satisfactory manner.

In addition, the Company will require that all information relied upon to initiate a reasonable suspicion test be documented prior to testing, that two designated individuals (at least one of whom has been trained as referenced in paragraph C.1) agree that testing is appropriate and sign required documentation, and that a trained medical professional examine the employee to determine if there is a medical condition requiring emergent medical care. In the event a Company location does not have a staffed medical facility when the employee is escorted for review, a trained manager will determine whether the employee should be escorted to an off-premises medical facility for the required evaluation.

- b. Post-accident drug and alcohol testing or testing following a serious violation of a safety rule or standard, covering all employees. An employee may be tested when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant damage, and when the employee's actions(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.
 - c. Random drug and alcohol testing of designated employees as expressly required by United States government agencies. ~~The Company will use neutral selection criteria to determine which of the designated employees will be tested.~~ The Company will comply with random testing standards set forth in applicable government agency regulations.
 - d. Follow-up drug and alcohol testing of all employees who (1) have a first-time verified positive drug or alcohol test (including refusal to test), or (2) have a discharge for performance or attendance problems held in abeyance.
 - e. Pre-assignment drug testing of employees selected to transfer into or otherwise perform in a position designated safety-sensitive, sensitive or mission critical for random drug testing, where pre-assignment testing is expressly required by United States government agencies.
5. Refusal to (a) complete the collection process take a test following adequate explanation of the consequences of refusal, (b) accept EAP referral subsequent to a positive drug or alcohol test, (c) when required, accept or complete EAP treatment recommendations, or (d) accept the terms and conditions of the Compliance Notification Memo shall result in corrective action, up to and including termination of employment. Failure to appear immediately for testing, or refusing to take a test, will be considered the same as a positive result.

6. For reasonable suspicion and post-accident testing only, the employee has the right to request the presence of a Union Representative at the collection site. The Union Representative shall not in any way interfere with or otherwise obstruct the collection process. The parties agree that the collection may be delayed, for a reasonable period, not to exceed thirty (30) minutes, to await the arrival of the Union Representative. The thirty (30) minute period will commence when the Union, to include a Union Representative, is notified.

7. Consequences of a Positive Test Result

- a. No employee will be discharged because of a first verified positive test result (to include refusal to test) except pursuant to D.4.d(2) above. Instead, the employee will be required to submit to EAP evaluation and, if recommended, will have a one-time opportunity to enter a treatment program. Such employees remain subject to corrective action, up to and including discharge, for independent reasons.
- b. An employee who has a second verified positive test result within three years of the first such result or on a Company-administered test conducted after that period, normally will be discharged from employment.

8. Procedure Following a Positive Test Result

- a. An employee will not be removed from continuous pay status because of a drug or alcohol test result until the Medical Review Officer or the Breath Alcohol Technician verifies the test result.
- b. As part of the verification process, the MRO will attempt, in accordance with applicable regulations, to contact the employee to determine whether an acceptable medical explanation for the confirmed positive result exists. The MRO will review in confidence any information provided by the employee. If the MRO determines there is an acceptable medical explanation for the positive test result, the result shall be reported as negative with a safety concern. Medical personnel will evaluate the employee based on the MRO concern to ensure they can safely perform their duties. Should an accommodation be required, the company will work with the employee to ensure it is complete. DFW will treat this as a negative result.
- c. After verification of a positive test result, the employee shall be given one (1) workday-24 hours to contact the EAP for an appointment so that an EAP assessment can be made. An appointment for an EAP assessment will be made. Failure to keep the appointment without an acceptable excuse will result in discharge from employment. The employee may be returned to work after an EAP evaluation is made and

negative return to duty drug and alcohol test results have been received. the treatment and/or education recommended begins as scheduled.

- d. The employee may not return to work until results on drug and alcohol tests administered by the Company are negative. A validated positive return-to-work drug or alcohol test will be grounds for discharge from employment.
- e. The employee is required to accept and comply with the terms of a Compliance Notification Memo.
- f. The employee is subject to follow-up testing as directed by EAP. A minimum of six (6) unannounced tests per year will be conducted for three (3) years of active payroll status following return to work.

9. Procedure Following a Positive Alcohol Test

An employee having a positive blood alcohol content of .02 or greater, but less than .04, will not be required to submit to an EAP evaluation or to other provisions of the drug and alcohol free workplace program (~~see paragraph 7.a above~~), although voluntary participation will be encouraged. Such employees will, however, be removed from the assignment and suspended for the remainder of the shift. Such action shall be taken immediately when the Breath Alcohol Technician notifies management of the positive alcohol test result. If the employee's alcohol test result is .04 or greater, conditions described in paragraphs 7.a, 7.b, 8.a, and 8.c through 8.f above shall apply. If the employee is currently participating in a follow up program and the result is .020 or greater, they will be discharged.

10. The Company and the Union agree to continue the Joint Alcohol and Drug Dependency Program as an integral part of the Company's drug- and alcohol-free workplace objectives. As part of that program, the parties agree to continue a Joint Advisory Committee to:

Review the drug and alcohol segments of the Employee Assistance Program on a regular basis, and

Make recommendations on enhancing the effectiveness of those segments.

This advisory committee will be composed of two (2) Company representatives (including the Employee Assistance Program Administrator) and two (2) Union officials.

~~110.~~ The parties recognize that our practices must comply with 49 C.F.R. Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," as interpreted by the appropriate government agency. The Union reserves the right to grieve and arbitrate the question of whether the Company has appropriately applied the requirements of 49 C.F.R. Part 40. 's program is consistent with the terms described in this letter.

Dated: December 2, 200~~8~~5

**Society of Professional Engineering
Employees in Aerospace**

The Boeing Company

By _____

By _____

Dated _____

Dated _____



COMPLIANCE NOTIFICATION MEMO ("CNM")

This Compliance Notification Memorandum ("CNM") is being entered into pursuant to PRO 388.

_____ is subject to the following requirements:
Name of Employee Name Employee Identifier BEMSID

1. Employee is REQUIRED to ~~schedule an appointment with an contact the~~ Employee Assistance Program (EAP) ~~counselor~~ within ~~one working day 24 hours~~ of issuance of this CNM. Failure to do so will result in ~~discharge from termination of~~ employment. ~~EAP contact phone number will be provided to the employee when the CNM has been signed.~~
2. Employee will successfully complete the required treatment and/or training program specified by the Employee Assistance Program (EAP) Counselor, and any amendments to ~~the specified program created by the EAP Counselor~~ ~~it ("the Programs")~~. Employee's satisfactory participation in the ~~specified P~~programs is required as a condition of continued employment by The Boeing Company ("the Company"), and shall continue until such time ~~that as the~~ Company's EAP or its designee determines that Employee's participation is no longer necessary. Changes in the ~~EAP specified P~~programs shall be in writing and coordinated in advance with EAP. Any failure by Employee to participate satisfactorily in the ~~EAP specified P~~programs (as determined ~~in at~~ the sole discretion of EAP) or any violation of this CNM shall be sufficient grounds for Employee's ~~discharge from termination of~~ employment. Employee's cooperation with personnel and functions administering and monitoring the ~~EAP specified P~~programs is required, and any failure by Employee to cooperate will be deemed a failure to participate satisfactorily in the ~~EAP specified P~~programs.
3. Employee will be subject to unannounced follow-up drug and alcohol testing for a three year period ~~that will begin when the return to duty drug and alcohol negative test results are reported to the Enterprise Drug Free Workplace office~~. A verified positive drug ~~/alcohol~~ test result, ~~a confirmed alcohol test result or a refusal to test determination on the return to duty tests or during the unannounced follow-up testing during this~~ period will be grounds for Employee's ~~discharge from termination of~~ employment. ~~An interruption in Employee's active employment status because of EAP treatment, layoff, resignation, leave of absence, or any other reason will extend the three year period by the duration of the interruption.~~
4. Employee acknowledges that medical personnel, or other personnel involved in monitoring Employee's compliance with this CNM, will be obligated to report to cognizant management information about any violation by Employee of the terms and conditions of this CNM.
5. Employee will continue to be subject to corrective action, up to and including ~~discharge from termination of~~ employment, for reasons not related to the matters addressed in this memo.
6. ~~The Union (if applicable) and I waive any right to challenge any termination pursuant to paragraphs (1) or (3) through any court, arbitration, or other form of proceeding. The terms and conditions of this CNM shall remain in effect for a period of three (3) years commencing on the date entered below under the signature of Company Official. An interruption in Employee's active employment status because of layoff, resignation, leave of absence, or any other reason will extend this period by the duration of the interruption.~~
7. Employee IS IS NOT (check one) a member of a collective bargaining unit. Name of collective bargaining unit, if applicable: _____. Employee REQUESTS DOES NOT REQUEST (check one) union involvement in this matter.
8. Discharge in Abeyance is contingent upon the ~~concurrence of confirmation of substance abuse by~~ an Employee Assistance Program ~~e~~Counselor.

DIA Attendance DIA Performance

ACKNOWLEDGMENT BY EMPLOYEE

*Employee signature required.
I have received and read the above:*

ACKNOWLEDGMENT BY THE UNION

(If Applicable)

Signature of Employee Date

Signature of Union Official Date

Printed Name of Employee Date

Printed Name of Union Official Date

ACKNOWLEDGMENT BY THE COMPANY

CONCURRENCE OF EMPLOYEE ASSISTANCE PROGRAM (Required in Discharge in Abeyance only)

Signature of Company Official Date

Signature of EAP Counselor Date

Printed Name of Company Official

Date

Printed Name of EAP Counselor

Date

Original and all copies of CNM to be retained by the DFW ~~Foca~~Enterprise Office.