

TENTATIVE AGREEMENT

~~LETTER OF UNDERSTANDING NO. 8 RELATING TO EXPENDITURE OF FUNDS UNDER ARTICLE 20 (Engineering and Technical Units)~~

~~The parties have agreed in Article 20 of their Collective Bargaining Agreement that the Company will commit a minimum of \$6.0 million per contract year (December 2 – December 1) in support of the Ed Wells Partnership (covering all Boeing SPEEA represented bargaining units participating in such programs, including the Wichita Professional Unit). The following sets forth the practices that will be followed in accounting for these funds:~~

- ~~1. 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.~~
- ~~2. The Joint Policy Board shall establish an annual budget. The amount set forth in Section 20.4 shall be separately accounted for and may not be used for any other program.~~
- ~~3. All labor and non-labor will be treated according to current Boeing accounting practices.~~
- ~~4. Labor support from other divisions will be burdened at the Boeing loaned labor rate.~~
- ~~5. 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.~~
- ~~6. 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 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.~~

~~Dated December 2, 2005~~

**Society of Professional Engineering
Employees in Aerospace**

The Boeing Company

By _____

By _____

Dated _____

Dated _____