

TENTATIVE AGREEMENT

LETTER OF UNDERSTANDING NO. 12 RELATING TO VOLUNTARY LAYOFFS (Engineering and Technical Units)

The Company and the Union agree that, any provision in the parties' Collective Bargaining Agreements to the contrary notwithstanding, the Company will establish a pilot Voluntary Layoff with modified benefits process that shall be distinguished from the specific benefits provided for employees laid-off involuntarily and that will be applicable to SPEEA-represented employees. These benefits will consist of the following:

One week of pay for every two (2) years/year of service (up to a maximum 13 weeks of pay) to be paid as a single lump sum payable within a reasonable period of time following the later of the effective date of the layoff and the Company's receipt of a valid release and waiver;

Medical and dental coverage for laid off employees and their dependents will continue until the employee is covered by any other group medical or dental plan either as an employee or as a dependent, but in no event beyond three months after the date of layoff. However, if the layoff occurs during or after a leave of absence, the maximum total period of continued coverage is thirty (30) months in the case of medical leave or twenty-four (24) months in the case of non-medical leave, measured from the end of the month in which the leave of absence began, irrespective of the date of termination. Required contributions, if any, must be paid during any period of such continuation of coverage.

An employee classified in a job family and SMC that has been declared surplus an employee may request that he or she be voluntarily laid off with modified layoff benefits. † if the request is approved by management subject to situational conditions and selection criteria as defined by the Company. T, the employee will be coded as a layoff and will be regarded for all Company purposes as a laid off employee (including for purposes of reporting to state employment security departments), entitled to receive except for purposes of layoff benefits provided under Article 21, except that the provisions of Article 21.3(a)(1) shall not apply and the provisions of Article 21.3(a)(2) shall apply only with respect to lump sum payments. The Union will be advised of all employees approved for voluntary layoff.

Dated: December 2, ~~2005~~2008

**Society of Professional Engineering
Employees in Aerospace**

The Boeing Company

By _____

By _____

Dated _____

Dated _____