



# Layoff Benefits Plan

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Summary Plan Description

2020 Edition/Eligible Nonunion and Certain Union-  
Represented Employees (Excluding SPEEA)

*Revised on 10/23/2024*

## About This Booklet

The Boeing Company Layoff Benefits Plan (Plan 597), as most recently amended and restated effective October 30, 2020 (the “Plan”), provides financial protection if you are laid off under certain circumstances. You are eligible for coverage under the Plan if you meet the conditions described in this summary plan description (“SPD”) booklet in the “Eligibility” section.

The “Company,” or “Boeing,” as used throughout this booklet, refers to The Boeing Company and any affiliates or subsidiaries of The Boeing Company that have adopted the Plan.

This SPD booklet (including the Appendix) describes involuntary and voluntary layoff benefits, as applicable, for eligible union-represented and nonunion employees (See “Groups That the Plan Covers”) who are notified of layoff on or after October 30, 2020, excluding employees represented by the Society of Professional Engineering Employees in Aerospace (“SPEEA”) in the Professional, Technical, and Pilot/Instructors Units, whose benefits are described in a separate SPD.

## Summary Plan Description and Plan Document

The summary plan description for the Plan is this booklet and any summaries of material modifications (“SMMs”).

The actual Plan is a complex legal document that was written in accordance with Federal rules, including rules of the Internal Revenue Service. The Plan document is The Boeing Company Layoff Benefits Plan, as may be amended from time to time.

The contents and delivery of this SPD booklet are intended to comply with the Employee Retirement Income Security Act of 1974, as amended, and any regulations or authorities issued thereunder (“ERISA”). Every effort has been made to provide accurate information in this SPD booklet. If there is any conflict between the information in this SPD booklet and the other applicable provisions of the Plan document, the other applicable provisions of the Plan document will govern.

Any representations contrary to the Plan are not binding.

## Updates

Periodically, the Company may add to or change benefits in this Plan. If there is a material change to the information in this SPD booklet, you will receive an SMM describing the changes. Be sure to keep any SMMs with this SPD booklet.

## Notice of Company Rights

The Company reserves the right to terminate, suspend, or modify the Plan and any provisions described in this SPD booklet, in whole or in part, at any time, and for any reason for employees and former employees. The Plan Administrator (see “Plan Information”) has the right to recover overpayments, regardless of the cause, nature, or source of the overpayments.

This SPD booklet does not guarantee current or future employment or benefits. The Plan does not restrict the Company’s rights to discharge any employee at any time.

## Effective Date

This booklet highlights the benefits available to eligible employees under The Boeing Company Layoff Benefits Plan who are notified of layoff on or after October 30, 2020, unless otherwise noted.

## Definitions of Terms

You can find the definitions for key terms used throughout this SPD booklet in the “Definitions” section, or in the section in which they first appear.



## Whom do I contact with questions?

General information about leaving the Company and how a layoff may impact your other Company-sponsored benefits and programs is available through Boeing Worklife.

Access Worklife at <https://boeing.service-now.com/worklife>. Log in using your BEMSID and Worklife password. If you need assistance with accessing Worklife from a personal device, please contact the Enterprise Help Desk (EHD) at (888) 469-0911 or (425) 234-0911. The Enterprise Help Desk (EHD) is responsible for supporting access to Worklife from your personal device.

The Worklife Help Desk is available 24 hours Monday – Friday and 6:30 AM – 4:00 PM PT Saturday & Sunday. Call 1-866-473-2016. You must have your BEMSID available when calling.

**Refer to the “Contacts” section for telephone numbers, addresses and websites.**

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# Eligibility

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## Who Is Eligible

Except as otherwise provided in the Appendix, you are generally eligible to participate in the Plan if you are on the Company's US payroll, have at least one full year of service with the Company (determined under PRO-100, Credited Company Service) at the time of the eligible layoff, and you are a

- Nonunion employee of an adopting company or subsidiary (see "Groups That the Plan Covers"),
- Union-represented employee of an adopting company or subsidiary who is covered under the applicable collective bargaining agreement between the Company and a participating union (see "Groups That the Plan Covers"), or
- Member of any other participating group of employees approved by the Boeing Employee Benefit Plans Committee (the "Committee"),

provided that you do not meet any of the conditions for exclusion from the Plan set forth below.

Notwithstanding the foregoing, if you are a nonunion employee and you experience an involuntary layoff event on or after **October 25, 2024**, you will no longer be required to have at least one full year of service with the Company to be eligible to participate in the Plan.



### Who is not eligible for the Plan?

You are not eligible for layoff benefits under the Plan if you do not meet all of the requirements described above, or if you are

- An executive employee,
- Working in a capacity of contingent labor (as defined in "Definitions"),
- Working in a capacity of a temporary or hourly full-time special employee, or under a special fee or contract arrangement (as determined by the Plan Administrator), or
- In any other employee group or classification not eligible to participate in this Plan.

Additional requirements may apply, depending on what kind of layoff event you experience.



## What is a layoff event?

An involuntary layoff event is an involuntary termination of employment with the Company due to the elimination of your position or a reduction in force. You will also be considered involuntarily laid off if:

- You are an eligible nonunion employee and you terminate employment as a result of your refusal to accept an offer from the Company of less than equivalent employment (determined by reference to Company policies and procedures applicable to your current work site), or
- You are an eligible employee represented by the International Association of Machinists and Aerospace Workers District Lodge No. 751/W24 and you terminate employment as a result of your refusal to accept a downgrade offer from the Company (as defined in the applicable collective bargaining agreement).

You will not be considered to have experienced an involuntary layoff event if:

- You become employed by a division, affiliate, or subsidiary of The Boeing Company upon the layoff.
- The layoff occurs because of a merger, sale, spin-off, reorganization, or similar transfer of assets or stock, or because of a change in the operator of a facility or a party to a contract, and you are offered employment with the new employer, operator, or contractor (or an affiliated business enterprise) after the layoff.
- The layoff occurs because of an act of God, natural disaster, or national emergency.
- The layoff occurs because of a strike, picketing of the Company's premises, work stoppage, or any similar action that would interrupt or interfere with any operation of the Company.
- The termination of employment is for any reason other than involuntary layoff, such as voluntary or temporary layoff, completion of a temporary assignment, resignation, dismissal, retirement, death, or leave of absence.
- You are an eligible employee represented by IAM Local No. 725 or the International Union of Operating Engineers (IUOE) Local No. 501W, and you are offered and accept, or fail to accept, a transfer to another position within your bargaining unit without a pay reduction before you are laid off.

A voluntary layoff event may occur only if and when the Company has identified a voluntary layoff opportunity and the Plan Administrator has established the criteria for determining which employees may be eligible for such layoff opportunity. The specific eligibility criteria will differ by program, but generally you will experience a voluntary layoff event under a specific voluntary layoff opportunity if:

- You satisfy the eligibility requirements for that group of employees.
- You submit a request for layoff in accordance with procedures established by the Company.
- The voluntary layoff steering team (appointed by the Plan Administrator) accepts your request for layoff.
- You continue to work for the Company until the layoff date assigned for you by the Company.
- You deliver to the Company and do not revoke a valid release and waiver agreement in a form provided by the Company.

# Layoff Benefits

## Involuntary Layoff Benefit Amount

The amount payable in connection with an involuntary layoff event depends on your length of service (defined under “Definitions”) with the Company and your pay rate at the time of the layoff event.

Generally, for each full year of service you have with the Company, up to a maximum of 26 years, you will receive one week of pay (defined under “Definitions”), except as may otherwise be required by an applicable collective bargaining agreement (see the Appendix for details).

Notwithstanding the foregoing, if you are a nonunion employee and your involuntary layoff event occurs on or after October 25, 2024, you will receive the greater of (a) one week of pay for each full year of service you have with the Company, up to a maximum of 26 years, or (b) four weeks of pay.

## Voluntary Layoff Benefit Amount

The amount payable in connection with a voluntary layoff event is determined by the Plan Administrator separately with respect to each voluntary layoff opportunity it may identify from time to time. Generally, this amount will be based on your length of service with the Company and your pay rate at the time of the layoff event. Voluntary layoffs may be canceled by the applicable steering team at any time prior to the actual layoff date; if this occurs, no layoff benefit will be payable.



### What is a week of pay?

A week of pay is determined as of the date of the layoff event, and is generally calculated as:

- The sum of
  - Your hourly base rate of pay, *plus*
  - Any applicable cost of living adjustment (excluding shift differentials or other premiums), *multiplied by*
- The number of normally scheduled part-time or full-time hours in your workweek, up to a maximum of 40 hours.

**Note:** The formula used to calculate your layoff benefit is subject to the terms of any applicable collective bargaining agreement and may vary from the formula shown here, including as set forth in the Appendix.

Interest will not accrue on a layoff benefit regardless of the time of layoff.

## Condition to Receive Benefits

Unless inconsistent with an applicable collective bargaining agreement, you must timely sign, deliver, and not revoke the release and waiver agreement provided by the Company as a condition to receiving any benefits under the Plan. The Company will generally provide this document to you at the time of your layoff notification. You need to sign the release and waiver agreement and return it to the Company. If you do not return the release and waiver agreement within the time period provided by the Company, or if you later revoke the agreement, you will not be eligible to receive layoff benefits.

## How Involuntary Layoff Benefits Are Paid

If you are eligible to receive involuntary layoff benefits under this Plan, your benefit generally will be paid in the form of income continuation (meaning you will receive your payments on regular paydays until the full amount has been paid), except as may otherwise be required by an applicable collective bargaining agreement (see the Appendix for details).

However, if you are a union-represented employee and have recall or seniority rights, you may elect to have your benefits paid in a single lump sum in exchange for forfeiting your recall or seniority rights. If applicable, at the time of the layoff, you will be provided with election materials to choose the form of payment you prefer. If you do not

make an election by the deadline stated in the materials, you will receive your benefits in the form of income continuation. Once you leave the Company, you may not change your payment option.

The income continuation form of payment pays you layoff benefits on your regular paydays. For example, if you are paid every two weeks as an active employee, your layoff benefits would be paid in 80-hour increments on your regular paydays.

Your first payment will generally begin no later than the second regular payday following the date of your layoff.

Your layoff benefit under this option ends on the earliest of the following:

- Exhaustion of your layoff benefit.
- The date you are reemployed by the Company, an affiliate, or a subsidiary (including as contingent labor).
- If you are a union-represented employee, you fail to accept reemployment, within 10 regular workdays (or five regular workdays, if you are represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America Local Union 1069) after a recall notice is mailed (or as otherwise provided by the terms of a collective bargaining agreement that provides for participation in this Plan), on other than a temporary basis with the Company or an affiliate or subsidiary of the Company.
- If you are a union-represented employee, the date you withdraw from consideration for recall.
- The date you fail to report to work on the date designated by the Company.
- Your employment status changes from layoff to resignation, dismissal, death, or leave of absence.
- If you are a union-represented employee, your employment status changes from layoff to retirement (meaning commencement of your Boeing pension benefit, including receipt of a pension lump sum).

### Important Information About Your Boeing-Sponsored Pension Benefits for Union-Represented Employees

If you are a union-represented employee and elect to receive your involuntary layoff benefits in the form of income continuation, and you are eligible to receive a Boeing pension benefit, **your income continuation payments will be stopped once you receive or begin to receive your pension benefit**. Please contact the Boeing Retirement Service Center for more information regarding your pension benefit. For questions regarding the layoff benefit, contact Worklife and request "Payroll – Severance Pay" or "Layoff Benefits."

The single lump sum option pays you the full amount of your layoff benefits in a single lump sum. If you are a union-represented employee and elect the lump sum payment option, you forfeit your applicable recall and seniority rights. Nonunion employees are not eligible for the lump sum payment option.

Payment will be made to you within a reasonable period of time following your layoff, but in no event later than March 15 of the year after the year in which your layoff occurred.

## How Voluntary Layoff Benefits Are Paid

For union-represented employees, if you are eligible to receive a voluntary layoff benefit, your benefit generally will be paid in a single lump sum unless otherwise specified by the Plan Administrator with respect to a particular voluntary layoff opportunity; see the Appendix for details).

For nonunion employees, if you are eligible to receive a voluntary layoff benefit, your benefit generally will be paid in the form of income continuation (meaning you will receive your payments on regular paydays until the full amount has been paid). The income continuation form of payment pays you layoff benefits on your regular paydays. For example, if you are paid every two weeks as an active employee, your layoff benefits would be paid in 80-hour increments on your regular paydays.

Your first payment will generally begin no later than the second regular payday following the date of your layoff.

Your layoff benefit under this option ends on the earliest of the following:



- Exhaustion of your layoff benefit.
- The date you are reemployed by the Company, an affiliate, or a subsidiary (including as contingent labor).
- The date you fail to report to work on the date designated by the Company.
- Your employment status changes from layoff to resignation, dismissal, death, or leave of absence.

## Maximum Amount of Payment

Generally, the maximum amount of a layoff benefit payment cannot exceed twice your annual compensation for the plan year immediately before the plan year in which the layoff event occurs (except as otherwise specified by the Plan Administrator; see the Appendix for details). For the purpose of this Plan, annual compensation means the total of all compensation, including wages, salary, and any other benefits of monetary value, whether paid in the form of cash or otherwise, that you were paid as compensation for your service during the year or that you would have been paid at your usual rate of compensation if you had worked a full year up to the annual limit on compensation described in Section 401(a)(17) of the Internal Revenue Code for the calendar year in which the layoff event occurs.

The layoff benefit for which you are eligible will be reduced by any amounts you are paid under any other severance pay or layoff benefits plan of the Company, a subsidiary, or an affiliate (unless you are represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America Local Union 1069).

## Limits on Payment

You may not receive a layoff benefit under this Plan or any other severance or layoff benefit plan, program or agreement more than once during any three-year period, where three years is calculated from the date of your initial layoff (except as otherwise specified by the Plan Administrator; see the Appendix for details).

However, if you were reemployed by the Company before you received your total layoff benefit under this Plan and you are subsequently laid off again, any unused layoff benefit will then be payable under this Plan as described above. The unused layoff benefit will be based on your full length of service with the Company at the time of the subsequent layoff.

You cannot receive a benefit under this Plan and any other severance plan or program maintained by the Company or an affiliate or subsidiary with respect to the same period of service. If you have received any such benefit from another plan or program, your service under this Plan will be reduced by any period of service taken into account under the other plan or program.

## Offset

Your layoff benefit will be reduced by any payments paid or payable to you under any other severance pay or layoff benefit plan, program, or agreement (unless you are represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America Local Union 1069, or except as otherwise specified by the Plan Administrator; see the Appendix for details).

## Repayment of Benefits

If you received a lump sum payment of your layoff benefits, and you are later rehired or reengaged by the Company or an affiliate or subsidiary (including as contingent labor) within 26 weeks from a layoff, you must repay any excess benefit to the Company, or the Company will be authorized to collect the excess benefit directly from your future wages or pay (except as otherwise specified by the Plan Administrator; see the Appendix for details). For example, if you receive a 15-week lump sum layoff benefit and then are rehired in week 10, you will be required to pay back five weeks of the lump sum.

## Recovery of Debt

If you owe the Company an acknowledged debt, including but not limited to loans, relocation costs, and travel advances, the debt may be deducted from your layoff benefits, subject to applicable state laws (unless you are

represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America Local Union 1069, or except as otherwise specified by the Plan Administrator; see the Appendix for details).

## Death

All rights to a layoff benefit in connection with an involuntary layoff will terminate upon your death, whether or not payment has been made or begun.

If you are a nonunion employee, or a union-represented employee covered by a collective bargaining agreement that expressly provides for the death benefit described in this paragraph, and you die *after* being voluntarily laid off but before receiving the full amount of your voluntary layoff benefit, any remaining unpaid layoff benefit will be paid to your surviving spouse or, if none, to your estate in the form of a lump sum, as long one of the following conditions has been satisfied: (a) prior to your death, you previously executed the required release and waiver agreement provided by the Company and the applicable revocation period expired, or (b) your spouse or your estate (as applicable) timely executes and does not revoke a release and waiver agreement provided by the Company. In all other circumstances, all rights to a layoff benefit in connection with a voluntary layoff will terminate upon your death.

# Claims and Appeals

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## Claim Review and Appeal Procedures

In general, if you have an issue regarding your benefit or your right to receive a benefit under the Plan, this issue can often be resolved by calling Boeing Worklife and discussing the situation. If the issue is not resolved through an informal process, you may file a formal (written) claim with the Plan.

The Plan has established the following procedures for initiating a formal claim and appeal of denied benefits under the Plan.

A formal claim for benefits can be initiated by writing to the Exit Management Office at the email address listed under "Contacts." The Exit Management Office will respond in writing within 90 days of receiving the claim. If special circumstances require more time, the review period may be extended up to an additional 90 days. You will be notified in writing of this extension.

## If Your Benefit Claim Is Denied

If your claim is denied, in whole or in part, you will be notified in writing. This notice will include

- The specific reason for the denial,
- A reference to the specific Plan provisions on which the claim determination was based,
- A description and explanation of any additional information that is needed to process your claim,
- A description of the Plan's appeal procedures and the applicable time limits, as well as your right to bring legal action if your claim is denied on appeal (as applicable), and
- A statement that you can request, free of charge, copies of documentation related to the decision.

If your claim is denied, you or your designated representative have the right to file a formal (written) appeal with the Employee Benefit Plans Committee or its delegate with 60 days of the date you are notified of the denial.

To file your appeal, you or your designated representative must

- State, in writing, why you believe the claim should have been approved,
- Submit any information and documents you think are appropriate, and
- Send the appeal and any supporting documentation to the Committee at one of the following (email is recommended):
  - Email: [benefitscompliance@boeing.com](mailto:benefitscompliance@boeing.com)
  - U.S. mail:

Employee Benefit Plans Committee  
The Boeing Company  
100 North Riverside Plaza, MC 5002-8421  
Chicago, IL 60606-1596  
Fax: 1-312-544-2076

The Committee will review your appeal, render a decision, and notify you of its decision within 60 days of receipt of your appeal. If special circumstances require more time, the review period may be extended up to an additional 60 days. You will be notified in writing of this extension.

If your appeal is denied, in whole or in part, the Committee will send you a notice that will include

- The specific reason for the denial,
- A reference to the specific Plan provision on which the determination was based,

- A summary of your right to additional appeals or legal action, and
- A statement of your right to obtain, free of charge, copies of documentation relevant to the decision.

If the Committee makes an adverse benefit determination on appeal, you may bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974, as amended (ERISA). Any action must be commenced within 180 days following the decision on appeal of your initial claim for benefits (or following the last date for filing an appeal, if no appeal is taken).

Benefits will be paid under the Plan only if the Committee decides in its discretion that you are entitled to them.

It is the Committee's exclusive right to interpret the terms of the Plan, to resolve eligibility for benefits, and, exercising its discretion, to resolve all questions arising under the Plan. The decision of the Committee is final and binding.

You may not bring legal action for benefits under this Plan unless and until you exhaust the claims and appeals procedures described in "Claims and Appeals."

# Plan Administration and Legal Rights

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ERISA provides you with certain rights and protections. These rights are explained here.

## Receive Information About Your Plan and Benefits

You have the right to

- Examine, without charge, at the Plan Administrator's office and other specified locations, such as work sites, all documents governing the Plan, including a copy of the latest annual report (Form 5500 Series) filed by the Plan with the Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of documents governing Plan operation, including copies of the latest annual report (Form 5500 Series), and updated summary plan descriptions by writing to the Plan Administrator. The Plan Administrator may charge you a reasonable fee for copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

## Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties on the people who are responsible for operating the Plan (known as fiduciaries).

The fiduciaries have a duty to operate the Plan prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

## Enforce Your Rights

If your eligibility or a Plan benefit claim is denied or ignored, in whole or in part, you have the right to

- Know why this was done.
- Obtain copies of documents relating to the decision without charge.
- Appeal any denial—all within certain time schedules. (See "Claims and Appeals.")

You can take steps to enforce your rights under ERISA. For instance:

- If you request a copy of Plan documents or the latest annual report and you do not receive it within 30 days, you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive them, unless the materials were not sent because of reasons beyond the Plan Administrator's control.
- If your eligibility or Plan benefit claim is denied or ignored, in whole or in part, you may file suit in state or Federal court after you exhaust your appeal rights.
- If Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the Department of Labor or you may file suit in Federal court.

The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees; if you lose, the court may order you to pay these costs and fees—for example, if it finds your claim is frivolous.

## Receive Assistance with Your Questions

If you have any questions about

- This Plan, contact the Plan Administrator.
- This statement or your rights under ERISA, or if you need assistance obtaining documents from the Plan Administrator, contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (see your telephone directory for the number), or write to

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Avenue NW  
Washington, DC 20210

You also can obtain certain publications about your rights and responsibilities under ERISA from the Employee Benefits Security Administration on the World Wide Web (<http://askebsa.dol.gov/>) or by calling the hotline at 1-866-444-EBSA (1-866-444-3272).

## Your Responsibilities Under the Plan

As a participant in the Plan, you must

- Submit any claim for Plan benefits in accordance with Plan rules.
- Inform Boeing Worklife of any change in your address.
- Provide any information or documentation requested by Human Resources or the Plan Administrator.
- Abide by Plan rules.

## How the Plan Is Administered

The Boeing Company Board of Directors has designated the Committee to be the Plan Administrator. The Committee is composed of Company employees who are appointed to their Committee positions by the Board of Directors.

## Plan Administrator's Rights

Notwithstanding any other provision in the Plan, and to the full extent permitted under applicable law, the Plan Administrator has the exclusive right, power, and authority, in its sole and absolute discretion, to

- Administer, apply, construe, and interpret the Plan and all related Plan documents.
- Decide all matters and questions arising in connection with entitlement to benefits and the nature, type, form, amount, and duration of benefits.
- Amend, modify, suspend, or terminate the Plan.
- Establish rules and procedures to be followed by participants and beneficiaries in filing applications for benefits and in other matters required to administer the Plan.
- Prescribe forms for filing benefit claims and for annual and other enrollment materials.
- Receive all applications for benefits and make all determinations of fact necessary to establish the right of the applicant to benefits under the provisions of the Plan, including the amount of such benefits.
- Appoint accountants, attorneys, actuaries, consultants, and other persons (who may be employees of the Company) for advice, counsel, and reports to make determinations of benefits or eligibility.
- Delegate its administrative duties and responsibilities to persons or entities of its choice such as Human Resources and employees of the Company.

All decisions that the Plan Administrator (or any duly authorized designees) makes with respect to any matter arising under the Plan and any other Plan documents are final and binding. If any part of this Plan is held to be invalid, the remaining provisions will continue in force.

## **Company's Right to Change, Modify, Amend, Suspend, or Terminate the Plan**

The Company reserves the right to change, modify, amend, suspend, or terminate the Plan at any time and for any reason for employees and former employees.

## **Who Pays for This Plan**

The Plan is unfunded. Layoff benefits are paid from the general assets of the Company.

## **How Benefits Are Paid**

Benefit payments are administered by the Plan Administrator according to the provisions of the Plan document.

If a benefit is payable to a person who is legally disabled, incapacitated, or otherwise unable to manage his or her affairs, the Plan Administrator, in its discretion, may direct payment of that benefit to another person, including a guardian or legal representative of that person. If a payment is made under these circumstances, the Committee and the Plan will have no further liability for that claim.

## **Company's Right to Recover Overpayments**

If you receive a layoff benefit payment and later it is determined that you were not eligible to receive all or part of the payment, the Company reserves the right to recover the payment, including deducting the payment from any amount owed to you by the Company. The Plan Administrator also may take other action it determines is necessary or appropriate to correct any such error. This provision does not apply to you if you are represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America Local Union 1069.

Any former employee who knowingly, and with intent to defraud or deceive, gives false, incomplete, or misleading information when filing a claim or in any other respect under the Plan may be subject to forfeiture of benefits. The Company reserves the right to recover from former employees any overpayment of claims or costs of coverage.

## **No Contract of Employment**

Nothing in this Plan, including the receipt of benefits, is to be construed as a contract of employment, and nothing in the Plan gives any employee the right to be retained in the employ of the Company or to interfere with the rights of the Company to discharge any employee at any time.

## **Groups That the Plan Covers**

The following is a list of employee groups covered by some or all of the benefits offered under the Plan (whose benefits may be described in multiple SPD booklets issued under the Plan, in addition to this one), as of the date of this SPD booklet. This list is subject to change; contact the Plan Administrator if you have questions regarding whether a particular employee group is covered under the Plan.

- Certain eligible nonunion employees of
  - The Boeing Company (other than expatriate employees of BGS in accounting business unit IQ in the training, maintenance and range & technical services and missions operations businesses)
  - Boeing Aerospace Operations ("BAO") (other than BAO employees (1) in the training, maintenance, and range & technical services and missions operations business supporting the CFOAM program in accounting business unit C2 (unless such employee is supporting the Kendall Administrative Training Support contract), or (2) strictly dedicated to the training, maintenance, and range & technical services and missions operations businesses who are also dedicated to a single sustainment program (as defined in PRO-4041)

- Boeing Capital Corporation
- Boeing Digital Solutions, Inc. (effective January 1, 2020)
- Boeing Distribution, Inc. (effective January 1, 2020)
- Eligible employees of the Company, who are represented by
  - International Association of Fire-Fighters, AFL-CIO
    - Local No. I-17
    - Local No. I-66 (Seattle, St. Louis)
  - International Association of Machinists and Aerospace Workers, AFL-CIO (IAM)
    - Aerospace Industrial District Lodge No. 751
    - Local No. 725
    - District Lodge No. 24
    - District Lodge No. 837
  - International Brotherhood of Electrical Workers, AFL-CIO Local No. 1
  - International Brotherhood of Teamsters Local No. 174
  - International Union of Operating Engineers (IUOE)
    - Local No. 286
    - Local No. 286W
    - Local No. 501W
  - International Union, Security, Police and Fire Professionals of America and Certain Affiliated Amalgamated Locals
    - Local No. 2
    - Local No. 5
  - Society of Professional Engineering Employees in Aerospace
    - Professional Unit
    - Technical Unit
    - Pilot/Instructors Unit
  - International Union, United Automobile, Aerospace and Agricultural Implement Workers of America
    - Local No. 1069



## Plan Information

<b>Plan Name and Number</b>	The Boeing Company Layoff Benefits Plan (Plan 597)
<b>Plan Sponsor</b>	The Boeing Company 929 Long Bridge Drive Arlington, VA 22202
<b>Employer Identification Number</b>	91-0425694
<b>Plan Year</b>	Calendar-year basis (January 1 through December 31)
<b>Plan Administrator</b>	Employee Benefit Plans Committee 100 North Riverside Plaza MC 5002-8421 Chicago, IL 60606-1596 1-312-544-2297
<b>Agent for Service of Legal Process</b>	Employee Benefit Plans Committee The Boeing Company c/o United States Corporation Company of Illinois 33 North La Salle Street Chicago, IL 60602  Legal process also may be served on the Plan Administrator.
<b>Type of Plan</b>	The Plan is a welfare benefit severance pay plan.
<b>Type of Administration</b>	This Plan is administered according to the terms of the official Plan document and any applicable collective bargaining agreements.
<b>Funding and Contributions</b>	Benefits under the Plan are not funded and are paid solely from the general assets of the Company.
<b>Plan Records</b>	Plan records are kept on a calendar-year basis (January 1 through December 31).

# Definitions

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## **contingent labor**

Contingent labor means employment or engagement to provide services to the Company, an affiliate or subsidiary in the capacity of independent contractor or consultant, or indirectly as a service provider engaged through a contract or agreement with a third-party supplier. The determination as to whether an individual is serving a contingent labor capacity is made by the Plan Administrator in its sole discretion.

## **eligible employee**

An employee who qualifies for benefits under the Plan by meeting the conditions described in “Who Is Eligible.”

## **equivalent employment**

Equivalent employment is determined using Company policies and procedures applicable at the Employee’s current work site (e.g., PRO-6933, Boeing Enterprise Staffing Handbook).

## **service**

Company service is determined by the provisions of PRO-100 (Credited Company Service).

## **steering team**

The group of representatives appointed by the Committee to evaluate and to accept (or deny) the Company’s determination of a voluntary layoff opportunity.

## **termination date**

Your last day of employment on the Company payroll.

# Contacts

Where to Get More Information		
If you have questions about...	Contact...	At...
Eligibility and benefits	Boeing Worklife	<p>Web site: Your Benefits Resources, through Boeing Worklife</p> <ul style="list-style-type: none"> <li>On the Boeing Web: <a href="https://boeing.service-now.com/worklife">https://boeing.service-now.com/worklife</a></li> <li>On the World Wide Web: <a href="https://boeing.service-now.com/worklife">https://boeing.service-now.com/worklife</a></li> </ul> <p>Telephone:</p> <ul style="list-style-type: none"> <li>General: 1-866-473-2016</li> <li>TTY/TDD: 1-800-755-6363</li> <li>Boeing Worklife hours of service <ul style="list-style-type: none"> <li>Automated telephone system: seven days a week, 24 hours a day</li> <li>Representatives available Monday through Friday from 8 a.m. to 7 p.m. Central time</li> </ul> </li> </ul> <p>You must have your BEMS ID (or Social Security number) and Boeing Worklife password to use Boeing Worklife on the World Wide Web or by telephone.</p>
Claim Questions	Exit Management	<ul style="list-style-type: none"> <li>Salaried Employees (Nonunion/SPEEA): <a href="mailto:ExitManagement@boeing.com">ExitManagement@ boeing.com</a></li> <li>Hourly Employees: <a href="mailto:HourlySupport@boeing.com">HourlySupport@boeing.com</a></li> </ul>
Appeals	Plan Administrator	<p>Employee Benefit Plans Committee  100 North Riverside Plaza  MC 5002-8421  Chicago, IL 60606-1596  1-312-544-2297</p> <p><a href="mailto:benefitscompliance@boeing.com">benefitscompliance@boeing.com</a></p>

# Appendix

## Exhibit A – UAW 1069

To be eligible for a voluntary layoff opportunity identified by the Company, to the extent provided in the collective bargaining agreement, you must satisfy each of the eligibility conditions described below as of your voluntary layoff event, in addition to all other applicable conditions specified elsewhere in the Plan.

### Eligibility

- You are a member of International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 1069 (“UAW 1069”).
- You are in a job classification that
  - Has declared a surplus,
  - Is impacted by a declared surplus (i.e., classifications into which employees in declared positions can bump based on seniority), or
  - Where, in the Company’s sole discretion, sufficient skills and abilities necessary to backfill that work in the event of a voluntary layoff exist among employees otherwise impacted by a declared surplus.
- The Company will have the sole discretion to determine if the voluntary layoff option will be offered within a classification and to determine the maximum number of employees within each designated classification who may request a voluntary layoff.
- You must submit a request for layoff in accordance with the procedures established by the Company.
- If the number of eligible employees requesting the voluntary layoff exceeds the number designated by the Company, employees will be selected by seniority.
- If your request for voluntary layoff is accepted, you agree to forfeit all seniority and recall rights under the collective bargaining agreement.
- The Company will have the sole discretion to set your layoff date.
- You must continue to be an employee until the termination date assigned by the Company.
- You must deliver to the Company (and not revoke) a valid release and waiver agreement on a form provided by the Company.

### Voluntary Layoff Benefit Amount

- One week of pay multiplied by every two years of your service, not to exceed 13 weeks of pay. A “week of pay” is determined as of the layoff event and is defined as your hourly base rate of pay (excluding any cost of living adjustment, premiums or additives) multiplied by 40 hours.
- There will be no duplication of benefits under the 2014 voluntary separation benefit program and the voluntary layoff benefits program described here.
- Your layoff benefit will not be subject to the “Limits on Payment” section of this booklet.

### Form and Timing of Payment

A lump sum benefit will be payable within 30 days after the expiration of any legally-required waiting period set forth in the release and waiver agreement provided by the Company prior to your voluntary layoff event. In no event will this benefit be payable prior to your voluntary layoff event.

## **Exhibit B – IAM 837**

To be eligible for a voluntary layoff opportunity identified by the Company on or after February 19, 2014, to the extent provided in the bargaining agreement (and only if the opportunity has been authorized by the steering team based on reasonable, written business criteria outlined by the steering team), you must satisfy each of the eligibility conditions described below as of your voluntary layoff event. In addition, you must also satisfy all other applicable conditions specified elsewhere in the Plan.

### **Eligibility**

- You are a member of International Association of Machinists & Aerospace Workers, District 837.
- You are working in a skill that has been formally declared by the Company to be in a surplus condition.
- You submit a request for layoff in accordance with the collective bargaining agreement and with the procedures established by the Company, and such request is subsequently accepted by the Company, consistent with guidelines established by the steering team.
- You continue to be an employee until the termination date assigned by the Company.
- You deliver to the Company (and do not revoke) a valid release and waiver agreement in a form provided by the Company.
- You have completed 25 or more years of service as of the effective date of layoff.
- You experience a layoff event on or before July 24, 2022.

### **Voluntary Layoff Benefit Amount**

- One week of pay for every year of service, not to exceed 26 weeks of pay. A “week of pay” is determined as of the voluntary layoff event and is defined as your hourly base rate of pay (excluding any cost of living adjustment, premiums or additives) multiplied by 40 hours.
- There will be no duplication of benefits under the 2014 voluntary separation benefit program and the voluntary layoff benefits program described here.

### **Form and Timing of Payment**

A lump sum benefit will be payable within 30 days after the expiration of any legally-required waiting period set forth in the release and waiver agreement, provided by the Company prior to your voluntary layoff event. In no event will this benefit be payable prior to your voluntary layoff event.

## **Exhibit C – IAM 751/W24**

To be eligible for a voluntary layoff opportunity identified by the Company on or after January 28, 2016, pursuant to the collective bargaining agreement (and documented in the Memorandum of Understanding between the Company and IAM 751 and W24, effective January 28, 2016), you must satisfy each of the eligibility conditions described below as of your voluntary layoff event. In addition, you must satisfy all other applicable conditions specified elsewhere in the Plan.

### **Eligibility**

- You are a member of the International Association of Machinists & Aerospace Workers, AFO-CIO District Lodges 751 and W24.
- You work in a job code that is part of a group of job codes that has been formally declared by the Company to be in a surplus condition.
- The Company will have the sole discretion to determine if the voluntary layoff option will be offered within a classification, the maximum number of employees within each designated classification who may request a voluntary layoff and the total number of such employees who may request a voluntary layoff.
- You must submit a request for layoff in accordance with the collective bargaining agreement and with the procedures established by the Company, and such request is subsequently accepted by the Company, consistent with guidelines established by the steering team.
- If the number of eligible employees requesting the voluntary layoff exceeds the number designated by the Company, employees will be selected by seniority.
- With respect to requests for layoff made on and after January 1, 2017, employees selected for voluntary layoff must be further approved by the Company in its sole discretion, based on situational conditions and selection criteria as defined by the Company.
- You must continue to be an employee until the termination date assigned to you by the Company, in its sole discretion.
- You must deliver to the Company and not revoke a valid release and waiver agreement, in a form provided by the Company.
- If your request for voluntary layoff is accepted, you agree to forfeit all seniority and recall rights.

### **Voluntary Layoff Benefit Amount**

- One week of pay for every year of service, not to exceed 26 weeks of pay.
- Your layoff benefit will not be subject to the "Offset" and "Repayment of Benefits" sections of this booklet.

### **Form and Timing of Payment**

A lump sum benefit will be payable within 30 days after the expiration of any legally required waiting period set forth in the release and waiver agreement, which shall be provided by the Company prior to your voluntary layoff event. In no event will this benefit be payable prior to your voluntary layoff event.

## **Exhibit D – IAM 725 and IOUE 501W**

### **Eligibility**

If you are represented by IAM 725 or IOUE 501W, you must meet all eligibility requirements as stated in the SPD booklet to be eligible for involuntary layoff benefits in connection with an involuntary layoff event, except that one year of service is not required.

### **Involuntary Layoff Benefit Amount**

Subject to all limits set forth in the SPD booklet, the involuntary layoff benefit amount is calculated as follows:

- If you have less than three full years of service, two weeks of pay.
- If you have at least three full years of service, one week of pay for each full year of service, up to a maximum of 13 weeks of pay.

A week of pay shall be calculated as described in the SPD booklet, provided that your adjusted base rate (including shift premium and lead pay additive, as applicable) shall be used.

You may receive a layoff benefit (whether due to involuntary or voluntary layoff) only once during the period of the collective bargaining agreement that applies to you.

### **Form and Timing of Payment**

A lump sum benefit will be payable within a reasonable period of time following your involuntary layoff.



November 2024