

2024 STRIKE SETTLEMENT AGREEMENT

The Boeing Company ("Company") and the International Association of Machinists and Aerospace Workers, AFL-CIO, on behalf of its District Lodges 751 and W24 (hereinafter collectively referred to as the "Union") agree as follows:

1. Upon ratification of the parties' 2024 - 2028 collective bargaining agreement, the union will terminate its strike and picketing against the Company.
2. All company employees on strike shall be returned to the same job they held prior to the strike and the time spent on strike will be counted for the following purposes: seniority, seniority progression, and sick leave/vacation eligibility date.
3. All bargaining unit striking employees will be returned to work commencing on 1st shift October 25, 2024. All employees will be returned to the shift, labor grade and job classification they held on the last day of work prior to the strike.
4. Employees shall be given until the beginning of their shift Thursday, October 31, 2024 to report to work. Employees who are unable to return to work because of medical reasons will be reviewed for medical leave of absence on a case-by-case basis. Further, employees who are unable to return to work because of unavoidable and compelling reasons will also be reviewed on a case-by-case basis. The parties will work collaboratively and in good faith to address these cases with the aim of retaining employees and reaching mutual agreement. Other employment during the strike will not be considered as an unavoidable and compelling reason to delay reporting to work.
5. The Company shall be under no obligation to reinstate employees who do not return to work in accordance with paragraph 4, above, and such employees will be considered to have voluntarily resigned their employment. Such employees will be placed on a Preferential Hiring list if they notify the Company, in writing, of their desire to be reconsidered for employment. Individuals on the Preferential Hiring list will be hired by their job, labor grade, and seniority as of September 12, 2024 before new employees are hired. Individuals will be removed from the Preferential Hiring list if they refuse a job offer from the Company. The Preferential Hiring list shall automatically terminate on September 12, 2025.
6. Employees who prior to the strike scheduled vacations which would have occurred during the strike will be given priority in vacation scheduling. Employees may request vacation pay in lieu of time off in accordance with established practices.
7. Employees who were on Domestic Travel Assignment (DTA) prior to strike will continue to receive lease-related lodging allowance.
8. Employee group benefits shall be reinstated effective October 24, 2024, for employees who return to work. The Company shall return all insurance premiums which have been paid to it. In addition, insurance eligibility shall be considered continuous for all returning employees and their dependents, without interruption since September 12, 2024, and all valid insurance claims will be paid, including those of employees who may have died during the strike. Normal payroll contributions for the month of October will be collected from a future paycheck.

9. No striking employee or union official shall be issued corrective action by the Company for any activity taking place during the strike except if such individual is convicted of a penal offense.

10. All authorization/dues deduction cards will remain valid for employees who continued their Union membership throughout the strike. Employees who resigned their union membership during the strike will be required to comply with the Union Security provisions of the collective bargaining agreement. The Company will not collect funds owed the Union during the strike for programs such as the Machinists Non-Partisan Political League, Guide Dogs, or Union dues. The Company will not deduct funds for the Employee Community Fund, Credit Union deductions, or Savings Bond contributions missed during the strike.

11. Any grievance pending prior to the strike shall not be affected by the strike.

12. The Company and the Union mutually pledge their best efforts to return all operations back to normal at the earliest possible time.

13. Any payments resulting from changes to base rates, cost of living adjustments, shift differentials, AOG premiums, team leader premiums, job classification upgrades, or any other wage adjustments resulting from changes made to wages or premiums in the 2024-2028 collective bargaining agreement, will be paid on or before December 12, 2024, and may be paid in the employee's regularly scheduled paycheck(s) or by separate paycheck.

14. Each party agrees to withdraw any and all legal actions, including charges before the NLRB or the Department of Labor filed by either party against the other, its officers, agents, and/or members, or may hereafter be filed, based on activity related to the negotiations, the strike, or connected therewith. To the extent individuals have filed ULP Charges with the NLRB against the Company, the Union will provide information requested by the NLRB in regards to specific cases.

15. Any disputes concerning the application of the provisions of this Strike Settlement Agreement will be subject to the grievance and arbitration provisions of the collective bargaining agreement except as stated in paragraph 12.

16. Any bargaining unit work transferred due to the labor dispute/work stoppage, including WMP E2024-3340 and E2024-3290, that has not already been sourced, shall be reversed and retained by the bargaining unit, effective in accordance with paragraph 3. The company commits that no bargaining unit member will be displaced or laid off due to any sourcing of bargaining unit work during the strike.

DATED this 21 day of October, 2024.