

June 4, 2010

## **2010 STRIKE SETTLEMENT AGREEMENT**

The Boeing Company ("Company") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), on its own behalf and on behalf of its local 148 (hereinafter collectively referred to as the "Union") agree as follows:

The Company and the Union will work together to resume daily operations at Boeing Long Beach and ensure a smooth and safe return to work for all employees at the site.

1. Upon ratification of the parties' 2010-2015 collective bargaining agreement, the Union will terminate its strike and picketing against the Company, as well as all actions intended to negatively influence the Company's relationships with customers, investors, educational institutions, government and community officials, and regulatory agencies.
2. All Company employees on strike shall be immediately returned to the same job they held prior to the strike and the time spent on strike will not be counted for the purposes of seniority and to the extent excluded by ERISA, the Retirement Plan. The time spent on strike will not be counted for the purposes of sick leave/vacation accrual, and automatic wage increases.
3. Employees who are required to return to work shall report to work on June 10, 2010 following ratification of the collective bargaining agreement and in no event later than June 14, 2010. Employees who are unable to return to work because of medical reasons will be reviewed for a medical leave of absence on a case-by-case basis. Other employment during the strike shall not be considered as an unavoidable and compelling reason to delay reporting to work.
4. The company shall be under no obligation to reinstate employees who do not return to work in accordance with the above, and such employees will be considered to have voluntarily resigned their employment.
5. All employees will be returned to the shift they were working immediately prior to the strike.
6. Employee group benefits shall be reinstated as they were immediately prior to the strike, effective June 10, 2010.

7. Employee group benefits shall be reinstated on June 10, 2010, the first day following the date of ratification. Employees shall not be entitled to any refund or reimbursement of monies paid for COBRA continuation coverage for the period of the strike.

8. The company will have the right to WAF employees, as it deems appropriate, without the need to notify the union in advance, during the first 20 workdays following June 10, 2010

9. Any active discipline that was in an employee's record at the time of the work stoppage will be extended for the period of the work stoppage.

10. 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 criminal offense.

11. All authorization/dues deduction cards will remain valid for employees who continued their Union membership throughout the strike. The company shall not be responsible for collecting back dues.

12. 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 upon activity related to the strike or connected therewith including as a result of movement of work and the resultant reduction of force.

13. Nothing in this Settlement Agreement is subject to the terms of Article VI.

William R. Hartman, Jr.  
Director, Employee Relations  
The Boeing Company

Dean Zvorak  
International Representative.  
Region 5 - UAW