

**MEMORANDUM OF AGREEMENT**  
**Moses Lake Completion Bonus**

This Agreement is entered into by and between The Boeing Company (the Company) and the Society of Professional Engineering Employees in Aerospace, IFPTE Local 2001 (the Union) to help facilitate the attraction and retention of individuals with the skills needed to most efficiently complete the work statement necessitated by the 737 MAX return to service, including the unique challenges presented by needing to rapidly and temporarily staff assignments in the Company's Moses Lake, WA facility:

1. The parties agree to provide a completion bonus to those employees within the bargaining unit who volunteer and are accepted for full time assignment to Moses Lake, WA in support of the 737 Max return to service statement of work, either through a Domestic Travel Assignment (DTA) or direct hire or rehire into the Moses Lake, WA facility.
2. The completion bonus will be paid to active employees within the bargaining unit directly assigned to the work statement through completion of the applicable award Retention Period outlined in Section 3 below. Except as otherwise stated explicitly herein, Employees must be actively performing work within the covered Moses Lake work statement through the last day of their applicable Retention Period to be eligible for payment.
3. The Retention Period will be assessed every six months, and will provide the following progressive bonus payments for those that are on consecutive assignment and meet all of the necessary qualifications:

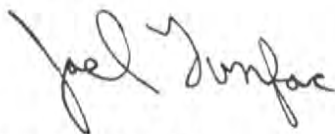
Continuous Months Performance Period ("Retention Period"):	Completion Bonus Award:
6 Months	10% of incentive Eligible Earnings received during first 6 months
12 Months	15% of incentive Eligible Earnings received during months 7 through 12
18 Months	20% of incentive Eligible Earnings received during months 13 through 18

4. The payouts will occur in six month intervals and be based on their incentive Eligible Earnings, as defined in the EIP Program during each six month period.

5. Employees will no longer be eligible for payment and will receive no regular or pro-rated payment under the program if:
  - a. The employee engages in conduct that results in a violation of the Expected Conduct Behaviors resulting in formal employee corrective action with time off from work or discharge as a first offense as defined in PRO-1909 "Administration of Employee Corrective Action" during the Retention Period.
  - b. Employees who voluntarily terminate employment, including retirement, from the Company or transfer away from the Moses Lake, WA site during an award Retention Period.
  - c. Employees who are terminated for cause during an award Retention Period.
  
6. Employees who cease performing services on the covered Moses Lake 737 MAX return to service work statement due to disability, death, or layoff during an award Retention Period, or who are released from the statement of work prior to an award Retention Period end date for reasons other than unsatisfactory performance, will be eligible for a pro-rata payment under the Program.
  
7. Prospective changes to this plan may be made at the Company's sole discretion, and will not be subject to the grievance and arbitration procedure of the parties' collective bargaining agreements; however, such changes shall not eliminate benefits accrued to date under the prior plan.
  
8. This agreement will expire on April 30, 2021 unless an extension period is mutually agreed upon by the parties.

**Society of Professional Engineering  
Employees in Aerospace, IFPTE Local 2001**

Joel Funfar



Date: 8/15/19

**The Boeing Company**

Yvonne Marx



Date: 8-16-19