

# Article 16

## Health and Safety

### COLLECTIVE BARGAINING AGREEMENT • November 2, 2008

## Between THE BOEING COMPANY and INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO and CERTAIN DISTRICTS AND LOCAL LODGES THEREOF

#### Section 16.1 Mutual Objective.

The Union and Company recognize the value of working together to maintain high standards of occupational health, safety and environmental care throughout the plants of the Company. Both parties commit to work together to create an environment which promotes a positive approach to processes, attitudes and activities that bring about the changes necessary to achieve a workplace free of incidents, accidents and injuries, and that protects the environment. It is our intent that no employee shall be required to perform work that involves an imminent danger to health or physical safety. Both parties will continue to establish proactive, customer-driven programs and systems to support this mutual objective.

- 16.1(a) Health and Safety in the Workplace.** The Union and the Company are committed to working together to maintain a healthy, safe and environmentally responsible workplace. Both parties agree that all employees should be actively involved in creating a safe workplace and complying with all applicable safety, health and environmental policies and procedures. Both parties recognize that good physical health and being prepared to do physical work may reduce injuries. Together, the parties will explore methods to promote health programs.
- 16.1(b)** The Union and the Company agree that it is in their best interest to provide for and maintain a healthy, safe and environmentally responsible workplace for all employees; therefore, no employee shall be required to perform work that involves imminent danger to their health or physical safety. Imminent danger is defined as loss of life or limb.
- 16.1(c)** Should the employee believe that there is imminent danger due to work required to be performed, the employee should inform the immediate supervisor and/or the responsible site safety manager or a designee. In addition, the employee may contact the Union Steward or a Health and Safety Institute (HSI) Site Safety Committee member who will assist in contacting the Site Safety Manager.
- 16.1(d)** Work will not continue until the responsible Site Safety Manager or designee makes the final determination concerning the safety of the individual and the work to be performed.
- 16.1(e)** Further, the parties agree that a contact listing of the responsible Site Safety Managers or designees and the HSI Site Safety Committee members will be posted at locations conveniently accessible to IAM bargaining unit employees.

#### Section 16.2 IAM/Boeing Health and Safety Institute.

**16.2(a) Purpose.** The parties recognize that efforts directed to achieve a safe and healthy workplace must represent shared responsibility and encourage the involvement of all employees. Therefore, the IAM/Boeing Health and Safety Institute exists to address occupational health and safety issues which impact employees within the bargaining units and support the parties' mutual objectives.

**16.2(b) IAM/Boeing Joint Programs National Governing Board and Executive Directors.** General direction and guidance of the IAM/Boeing Health & Safety Institute (HSI) shall be the responsibility of the IAM/Boeing Joint Programs National Governing Board (Governing Board) as described in the parties' Letter of Understanding No. 26, entitled Administration of Joint Programs, and the parties' Letter of Understanding No. 18, entitled Expenditure of Funds under Article 16 and Article 20. Oversight of day-to-day operations of HSI and coordination of HSI administrative staff activities, as directed by the Governing Board, shall be the responsibility of the IAM/Boeing Joint Programs Executive Directors as described in the parties' Letter of Understanding No. 26.

**16.2(c) Administrative Staff.** In support of the HSI Mutual Objective as outlined in Section 16.1, staff responsibilities include being involved in developing, recommending, and implementing health and safety programs. The IAM/Boeing Health & Safety Institute's Administrative Staff is described in the parties' Letter of Understanding No. 26, Sections C and D.

**16.2(d) Joint Health and Safety Communication Committee.** The Joint Health and Safety Communication Committee shall be comprised of one (1) representative of each party from each of the Site Committees and one (1) administrative staff from each party. The Site Committee representatives to the Joint Health and Safety Communication Committee shall be comprised of the Site Committee Chairperson and the Site Committee Secretary. The Committee shall work to ensure a consistent approach to communication and application of the Health and Safety Institute's programs and services, to benchmark and share best practices, to make recommendations back to the respective sites, and to review any matters referred to it by a Site Committee, the Governing Board, or the administrative staff. The Committee shall meet at least monthly and shall select from among its members a chairperson and secretary, from the opposite party, who shall serve a half-year term. The chair and secretary of the Committee shall rotate between the parties. No Committee member shall suffer any loss of employee rights or benefits, including opportunities for promotion, as a result of serving on the Committee.

#### 16.2(e) Site Committees.

**16.2(e)(1) Structure.** The Governing Board shall be responsible for the establishment of Site Committees and may add, delete or modify existing or future Site Committees as it deems necessary. Site Committees are currently established at: Auburn Site, Developmental Center/Kent Site, Everett Site, Frederickson Site, Plant II Site, Portland Site, Renton Site, and Wichita Site. Site Committees shall be comprised of a minimum of four (4) representatives from each of the parties, one of whom shall be the Union's health and safety focal point for that site, one of whom shall be the EHS safety manager for that site and one of whom shall be an HSI Administrator from each of the parties. The appropriate Directing Business Representative will appoint Union representatives to the Site Committees as authorized by the Governing Board. No Committee member shall suffer any loss of employee rights or benefits, including opportunities for promotion, as a result of serving on the Committee.

**16.2(e)(2) Responsibilities.** Each Site Committee shall meet at least monthly and shall select from among its members a chairperson and secretary, from each party, who shall serve a half-year term. The chair and secretary shall rotate between the parties. Minutes of all meetings, tours and recommendations shall be forwarded to the Committee members, the senior operations site manager(s) the EHS Director and the Health and Safety Institute office. Each Site Committee shall be responsible to carry out those functions as directed by the Governing Board and as coordinated by the administrative staff. Each Site Committee also shall make a monthly tour based on the following criteria: accident injury rates, SHEAR forms, Operations safety plan goals and objectives and/or other tour indicators agreed to by the Site Committee. Information gathered will be shared with the organization, members of the Site Committee, Division Executives, EHS and the Health and Safety Institute offices. Such tours shall be conducted as efficiently as possible and time spent in each instance shall be kept to the reasonably necessary minimum. In support of Site Committee responsibilities, Site Committee members will receive adequate training as determined by HSI in support of individual site requirements.

**16.2(f) Hazard Communication Team.** The Hazard Communication Team shall consist of equal numbers of representatives of each party: team members will be from Puget Sound, Portland and Wichita. The Union's representatives shall be individuals who are knowledgeable about hazard communication issues, and at least one (1) administrative staff member. The Company's representatives shall be personnel from EHS and other appropriate organizations, and at least one (1) administrative staff member. The Team shall meet at least monthly and shall select from among its members a chairperson and secretary who shall serve a half-year term. The chair and secretary shall rotate between the parties. The Team shall be under the direction of the Governing Board as coordinated by the administrative staff, and shall be responsible for reviewing the occupational health and safety effects resulting from changes in machines, processes or materials, staying current with Company/industry manufacturing trends and providing information and communications to employees. To enhance the communication between various health and safety activities, the chair and secretary of the Hazard Communication Team will provide a monthly report to the Joint Health and Safety Communication Committee.

**16.2(g) Health and Safety Training.** The Health and Safety Institute will develop, provide and/or deliver health and safety training that impacts IAM bargaining unit employees.

**16.2(g)(1)** The Health and Safety Institute provides training for employees where driven by requesting organizations, Operations safety plans, appropriate occupational health and safety practices and compliance, and other training mutually agreed to by the Governing Board.

**16.2(g)(2) Shop Safety Monitors/Focals.** The Union and Company agree that shop safety monitors/focals should be considered as leaders in employee participation to help deploy individual team safety plans. Utilization of shop safety monitors/focals can be an effective means by which the Company and Union working together can create a safer workplace through enhanced employee involvement. The Institute, working with local management, EHS, Union Stewards and Site Committee members provides to requesting organizations a shop safety monitor/focal selection process and training plan.

**16.2(g)(3)** When the need arises, subject matter experts (SMEs) from the bargaining unit may be used in the development and delivery of health and safety training with concurrence of the SMEs home organization. SMEs will be identified, selected and approved by the administrative staff. With concurrence between the Institute and the affected organizations, normal lost time charges for those SMEs assigned to assist in the development or delivery of such training may be paid by the Institute or the home organization.

**16.2(h) Employee Participation.** The Governing Board, the administrative staff, the Joint Health and Safety Communication Committee, a Site Committee or the Hazard Communication Team may utilize the expertise of bargaining unit employees either as advisors or as representatives on the joint Health and Safety Communication Committee, or on a Site Committee with concurrence of their home organization. Time spent by these individuals in such capacities shall be considered to be paid work time. In addition, no bargaining unit employee who has served as an advisor or representative shall be subject to discrimination or retaliation because of such activities.

**16.2(i) Expenditure of Funds.** The Company will provide the necessary funds in support of the IAM/Boeing Health & Safety Institute's activities and such other health and safety related expenses as may be agreed to by the Governing Board. The details of such funding are described in the parties' Letter of Understanding No. 18, entitled Expenditure of Funds Under Article 16 and Article 20.

**16.2(j) Indemnity.** The Company shall indemnify and hold the Union and its representatives harmless from and against any and all claims, demands, charges, complaints or suits against them which are based on or arise out of any action taken by them in accordance with the foregoing provisions of this Section 16.2.

#### Section 16.3 Health and Safety Focal Points.

The Union and the Company will designate a health and safety focal point for each site or facility. The Union will designate a business representative or appropriate delegate as the Union's focal point. The Company will designate the appropriate site safety manager as the Company's focal point. The focal points will be the contact for occupational health and safety issues at such site or facility. In addition, the Union focal point will represent the Union at health and safety regulatory agency site reviews requiring Union participation, including walk-around inspections and complaint investigations.

#### Section 16.4 Use of Safety Devices.

**16.4(a)** The Company will furnish proper, modern and sanitary safety devices (except eyeglasses ground and fitted to individual requirements) for all employees working on potentially hazardous work. It shall be mandatory for all employees to use such devices when the Company determines that they are necessary. The Company shall replace any Company approved employee provided prescription safety glasses or approved safety shoes accidentally and irreparably damaged while performing their job assignment if the employee's own negligence or lack of care was not a primary factor.

**16.4(b)** The Union and the Company have a longstanding commitment to individual employee safety and regulatory compliance. This commitment extends to issues regarding personal protective equipment and safety devices and the value of working together to create an injury-free workplace. To further their commitment, the parties have agreed that the IAM/Boeing Health and Safety Institute and the Company will maintain a process that will provide employees up to \$75.00 per year towards the purchase of approved safety shoes where such shoes are mandatory due to regulatory compliance or Company directive.

#### Section 16.5 Safety Health and Environmental Action Request (SHEAR).

The Health and Safety Institute Site Committees shall work closely with employees and management to find solutions to health and safety issues and concerns. To that end, the parties agree that the preferred process for addressing the health and safety matters is the SHEAR process. SHEARs are a tool that formally allows the employee, manager, EHS, HSI, and other parties, as needed, to work together to resolve health and safety concerns and document the solutions. Further, it is the intent of the parties to immediately resolve safety-related problems at the location where the safety or health concern arises; therefore, the parties encourage the appropriate management and the Union Steward to be an integral part of the resolution process. A copy of the closed SHEAR form shall be furnished to the chairperson of the appropriate Site Committee and the safety office.

#### Section 16.6 Disputes.

Disputes concerning the Health and Safety Institute or its operations may be referred by the Joint Programs Executive Directors to the Governing Board for final resolution. No matter involving Sections 16.1 through 16.5 shall be subject to the grievance and arbitration procedure of Article 19 of this Agreement.

#### Section 16.7 Requirement of Medical Examination.

In the interest of continued health and safety of individuals and their fellow employees, any applicant for employment, any employee returning from layoff or leave of absence, any employee requesting return from disability retirement or medical layoff, any employee with a medical recommendation, or any other active employee may be required by the Company to undergo a medical examination by a Health Care Provider of the Company's selection. Applicants and employees will be furnished a copy of the Health Care Provider's report and/or medical recommendation upon their request. If an employee is found to be incapable of performing the work functions of the job title because of a medical recommendation, the Company will attempt to place such employee in available work which, in the opinion of the Company, he/she is medically capable of performing. In the event that reassignment to a lower labor grade, denial of promotion, denial of return to active employment, involuntary separation from the payroll or other adverse action results from the Company's finding of medical disqualification, the Union may take such finding through the regular grievance channels; and such grievance, in order to be processed, (a) must be supported by medical testimony which is contradictory to the Company's findings and (b) must be filed by the business representative with the designated representative of the Company within seven (7) workdays after the date of such reassignment to a lower labor grade, such denial of promotion, such denial of return to active employment, such involuntary separation from the payroll or such other adverse action.

#### Section 16.8 First Aid.

**16.8(a)** The Company will maintain registered nurses or qualified first aid attendants, emergency first aid stations, and emergency first aid service to care for employees in case of accidental injuries at the Puget Sound, Portland and Wichita Primary Locations.

**16.8(b)** The Company will maintain emergency first aid service at other locations unless such service is available from military or other sources.

**16.8(c)** When an employee at work requires immediate medical attention by a private medical practitioner or at a hospital due to an industrial injury/illness or exposure to hazardous agents in the work environment, and the employee is not able to provide his/her own transportation, the Company will provide the transportation to and from the employee's normal work location. If such an employee is returned to his/her work location too late to use his/her normal transportation home, the Company will provide that transportation.

#### Section 16.9 Medical Recommendations.

**16.9(a)** A medical recommendation is a description of an employee's functional capabilities (i.e. physical or cognitive abilities) which are limited due to a medical condition. Medical recommendations are issued by the Company Health Care Provider based on a review of relevant information, including information from the employee's community Health Care Provider when available.

**16.9(b)** An employee who may need a new medical recommendation or the removal of a current medical recommendation, shall have the responsibility to report to the nearest Company medical clinic or dispensary and provide the following information, as applicable:

**16.9(b)(1)** Upon the employee's return to work, the employee's community Health Care Provider's statement including the date the employee is released to return to work, and the employee's functional capabilities;

**16.9(b)(2)** To report for re-evaluation when the period of a time-limited medical recommendation has elapsed, with a statement from the employee's community Health Care Provider regarding the functional capabilities if available.

**16.9(b)(3)** A statement by the employee's community Health Care Provider pertaining to his/her medical condition, or change to such condition, including a statement of the employee's functional capacities. If the Company's Health Care Provider agrees that the medical condition of the employee warrants the initiation, removal or modification of a medical recommendation, such action will be taken. A medical recommendation will be removed when the medical recommendation expires, or is discontinued by the Company's Health Care Provider.

#### Section 16.10 Employees with Injuries or Illnesses.

With respect to employees who suffer an injury or illness on or after November 22, 1989:

**16.10(a)** An employee who is unable to perform his/her job because of injury or illness may be reclassified to another job title that he/she is qualified and able to perform subject to the employee's medical recommendations or shall be reclassified to a job in which he/she has established surplus rights (Category A, downgrade, and reclassification) in Article 22 subject to the employee's medical recommendation.

**16.10(b)** Employees whose initial reclassification under Section 16.10(a) is to a lower-graded job shall receive the rate of pay for the job he/she would have held under Article 22 but for an industrial injury or illness, subject to the maximum of the labor grade he/she held immediately prior to the reclassification. This pay rate protection shall begin on the date when (1) the employee is reclassified to a lower-graded job, or (2) the employee's workers' compensation claim is either accepted by the Company or determined by the State to be compensable and shall end five (5) years later or at the employee's return to his/her former job or labor grade, if earlier. In the case of items (1) and (2), pay protection will begin on the latter of the two (2) dates.

**16.10(c)** Employees on a leave of absence that was granted due to injury or illness shall be considered for placement pursuant to Articles 15 and 22. If suitable placement is identified, the employee shall, no later than the next work day following the day he/she is cleared to return to work by the Company or its agents, be returned to work or be considered to be on report time under Section 6.9 if he/she reports to work until he/she is so returned.

**16.10(d)** If the employee requires medical care for the injury or illness and if such care unavoidably occurs during working hours, any such absence shall be excused with no attendance infraction.

#### Section 16.11 Union Liability to Employees.

Nothing contained in this Article 16 shall be construed to create or give rise to a claim by a member of the bargaining units that the Union acted wrongfully or failed to take action with respect to any alleged breach of contract by the Union with respect to any matter covered by this Article 16.