



Summary of Your Benefits When You Leave The Boeing Company

Nonunion Employees (U.S. based)*

Generally, this guide applies to you if you are a nonunion employee of The Boeing Company as noted above. When you leave Boeing, your benefits may be affected by several factors, including:

- Resignation.
- Layoff (involuntary or voluntary).
- Retirement from active employment.

Note: This guide does not apply to you if you are classified as terminated for cause or you depart as a result of divestiture.

*This guide does not apply to Jeppesen employees.

Because you may be eligible for more than one of these classifications (e.g., if you receive a layoff notice and you are eligible to retire), it is important to understand how the choices you may make could impact your benefits. For example, certain benefits may be less favorable if you choose to resign than they would be if you retire. This guide provides a general summary of each situation so that you are aware of the differences.

Every effort has been made to provide an accurate summary of the programs, policies, and benefits described in this document. The material provided here about company policies, procedures, and benefits is for informational purposes only; it does not constitute a contract or contractual obligation. Certain eligibility provisions apply to each of the programs, policies, and benefits; not all of these provisions are described here. In the event of a conflict between the information provided and any of the official plan documents, policies, or procedures, the terms of the official plan documents, policies, or procedures, as applicable, will control. The Boeing Company reserves the right to change, modify, amend, or terminate any or all of the provisions of the plans, policies, or procedures, at any time and for any reason for employees, former employees, retirees, and their dependents and/or beneficiaries.



How Your Benefits Will Be Affected

After you leave Boeing, your Boeing benefits may vary based on the reason for your termination: whether you resign, are laid off or retire from active employment.

The following tables provide a general explanation of what happens in each situation.

Benefit	Reason for Your Departure		
	Resignation	Layoff (involuntary or voluntary)	Retirement from active employment
The Boeing Company Layoff Benefits Plan Note: Certain nonunion employees may not be eligible for this plan.	You will not be eligible for a benefit.	Whether your layoff is involuntary or voluntary, you may be eligible for a benefit of one week of base pay for each full year of service (to a maximum of 26 weeks). There is no credit for a partial year's service. Layoff benefits are payable in the form of income continuation only. For more detail, see the Layoff Benefits Plan Summary Plan Description . If you voluntarily terminate your employment (e.g., resign or retire) prior to your layoff date, you will not be eligible for layoff benefits.	You will not be eligible for a benefit.

Benefit	Reason for Your Departure		
	Resignation	Layoff (involuntary or voluntary)	Retirement from active employment
Active medical coverage Note: Continuation of coverage is provided in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA). See the Health Plans Summary Plan Description for additional information about COBRA and its continuation rights and requirements.	<p>Coverage as an active employee generally will end on the last day of the month in which you terminate for any reason.</p> <p>If you are eligible for retiree medical coverage, your coverage will end on the last day of the month following the month in which you terminated. If you are a former Boeing Satellite Systems employee, your coverage ends on the last day of the month in which you terminate. If you are eligible for retiree medical coverage, see the "Retiree medical coverage" section on page 4 for information.</p> <p>If you are not eligible for retiree medical coverage, or if you eligible for retiree medical coverage but choose not to enroll in retiree medical coverage at the time of termination, you and your covered dependents may elect to continue coverage through COBRA for up to 18 months by properly electing COBRA coverage and by paying the required COBRA premium, which is 102% of the total applicable monthly premium (including the portion that the Company would pay if you were still an active employee). You will have 60 days from the date you lost coverage to enroll in COBRA coverage. At the end of the COBRA coverage period, if you are eligible for retiree medical coverage, you may enroll in retiree medical coverage at that time.</p>		
		<p>If you are laid off, you and your covered dependents may elect to continue coverage through COBRA for up to 18 months by properly electing COBRA coverage and by paying the required COBRA premium. Generally, if you elect COBRA coverage, you will pay the active employee contribution amount (Company-subsidized COBRA) until the earlier of:</p> <ul style="list-style-type: none"> • Three months after the last day of the month in which your layoff occurs, or • The date you (or your dependents, as applicable) become covered as an employee or dependent under another employer's medical plan. <p>After three months of Company-subsidized COBRA coverage, during which you are charged only the active employee contribution amounts, you and your covered dependents may continue coverage through COBRA for the remaining COBRA coverage period, generally 15 months, by paying the required COBRA premium, which is 102% of the total applicable monthly premium (including the portion that the Company would pay if you were still an active employee). This assumes you or your dependents, as applicable, have not become covered under another employer's medical plan or otherwise become ineligible.</p>	

Benefit	Reason for Your Departure		
	Resignation	Layoff (involuntary or voluntary)	Retirement from active employment
Retiree medical coverage	<p>If you were hired or rehired by Boeing before January 1, 1999: You must meet the following eligibility criteria when you terminate from the Company to be eligible for retiree medical coverage:</p> <ul style="list-style-type: none"> • Be age 55 or older and have at least 10 years of service <p>If you were hired or rehired by Boeing on or after January 1, 1999: You are not eligible for Boeing retiree medical coverage.</p> <p>Boeing Satellite Systems (BSS) Retirement Plan participants You must be a participant of the contributory BSS retirement plan. If you terminated prior to 1/1/16 you must have made contribution for 3 years immediately preceding termination.</p>		
	<p>If you are not eligible for retiree medical coverage, upon your termination of employment you may continue your active medical coverage by properly electing COBRA and paying the required COBRA premium, which is 102% of the applicable monthly premium (including the portion that the Company would pay if you were still an active employee). You may elect medical COBRA independent of dental COBRA.</p> <p>If you were future eligible for retiree medical coverage when you are laid off and then are rehired or meet the retiree medical eligibility criteria within six years from your layoff date, you may still be eligible for retiree medical coverage if you satisfy all other eligibility criteria.</p>		

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Dental coverage Note: Continuation of coverage is provided in accordance with COBRA. See the Health Plans Summary Plan Description for additional information about COBRA and its continuation rights and requirements.	Coverage as an active employee generally will end on the last day of the month in which you terminate for any reason. If you are eligible for retiree medical coverage, your dental coverage will end on the last day of the month following the month in which you terminated. If you are a former Boeing Satellite Systems employee, your dental coverage ends on the last day of the month in which you terminate. You and your covered dependents may be able to continue dental coverage through COBRA for up to 18 months by properly electing COBRA coverage and by paying the required premium, which is 102% of the active monthly premium. You will have 60 days from the date you lost coverage to enroll in COBRA coverage. You may elect dental COBRA independent of medical COBRA.		
		If you are laid off, you and your covered dependents may elect to continue dental coverage through COBRA for up to 18 months by properly electing COBRA coverage and by paying the required COBRA premium. Generally, if you elect COBRA coverage, you will pay the active employee contribution amount (Company-subsidized COBRA) until the earlier of: <ul style="list-style-type: none"> • Three months after the last day of the month in which your layoff occurs, or • The date you (or your dependent, as applicable) become covered as an employee or dependent under another employer's dental plan. After three months of Company-subsidized COBRA coverage, during which you are charged only the active employee contribution amount, you and your covered dependents may continue coverage through COBRA for the remaining COBRA coverage period, generally 15 months, by paying the required COBRA premium, which is 102% of the total applicable monthly premium (including the portion that the Company would pay if you were still an active employee). This assumes you or your dependents, as applicable, have not become covered under another employer's medical plan or otherwise become ineligible.	

Benefit	Reason for Your Departure		
	Resignation	Layoff (involuntary or voluntary)	Retirement from active employment
Flexible Spending Accounts See the Flexible Spending Accounts summary plan description for details.	Contributions to your account(s) will stop when your regular pay ends. If you have a balance remaining in either or both of your accounts, you will be able to file claims: <ul style="list-style-type: none"> • Dependent Care FSA — For qualified dependent care (day care) expenses that you incur through the end of the calendar year in which you terminate. • Health Care FSA — For qualified health care expenses that you incur through the end of the month in which you terminate. You may continue to participate in the Health Care FSA under COBRA until the end of the calendar year in which you terminate, if you properly elect and make the required contributions. <u>Contributions made to your Health Care FSA under COBRA are on an after-tax basis.</u> All claims must be received by April 30 of the following calendar year.		
Health Savings Account	Contributions will end upon termination. Any account balance is yours and can be used after termination, tax-free, for qualifying medical expenses.		
Basic Life Insurance	Your coverage ends upon termination. You then will have 31 days to convert your coverage to an individual policy.		
AD&D Insurance	Your coverage ends upon termination.		
Supplemental Life and Supplemental AD&D Insurance	Your coverage ends upon termination. You then will have 31 days to convert your coverage to an individual policy.		
Business Travel Accident Plan	Your coverage ends upon termination.		
Short-Term and Long-Term Disability Plans	Your coverage ends upon termination.		
PTO/Vacation	All unused PTO/vacation hours will be paid at your base rate of pay in effect on your termination date.		
Sick leave	Your unused sick leave in the enterprise sick leave plan will be paid if at termination of employment: <ul style="list-style-type: none"> • You are at least age 55 and you have 10 or more years of Company Service • In addition, heritage MDC employees eligible for the 50/30 provision under the Pension Value Plan will be paid 50% of their Unused Sick Leave Balance account hours upon termination (except for cause) if they leave after age 50 and before age 55. If you are eligible for payment of your unused sick leave, you will receive 50% of your Unused Sick Leave Balance account credits at your base rate of pay in effect at termination, not to exceed \$40.00 per hour. For most eligible nonunion employees, one half of your Current Sick Leave Balance remaining after current year usage will be moved to the Unused Sick Leave Balance account and paid out as defined above. Note: Employees who are terminated for cause are not eligible for payment of unused sick leave.		



Employee Assistance Program (EAP)	Coverage automatically continues for 18 months under COBRA, at no cost to you.
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The Boeing Company Voluntary Investment Plan (VIP) For more information, see the VIP summary plan description.	<p>If your account balance is more than \$1,000</p> <ul style="list-style-type: none"> You may leave your account in the Plan. There is no action required on your part if you want to leave the balance in your account; however, if you wish to take a distribution, you must wait 15 days after your termination to allow sufficient time for trailing contributions or loan payments (if applicable). <p>Or</p> <ul style="list-style-type: none"> Request a partial distribution, installment distributions, a total distribution, or an annuity. You may roll over your distribution to an IRA, Roth IRA or another employer plan. <p>Note: You must generally begin taking required minimum distributions at age 72.</p> <p>If your account balance is \$1,000 or less, you cannot leave it in the Plan. You must take a distribution or roll over your account. The installment and annuity distribution options are not available for accounts that are \$1,000 or less. You will be notified 90 days before your account is automatically paid to you as a lump-sum distribution</p> <p>If you have a loan in the VIP, you can make monthly loan repayments by direct debit from your bank account. You must leave a balance in the VIP if you want to continue to make monthly loan repayments. Otherwise, your VIP loan will default upon the earliest of the following:</p> <ul style="list-style-type: none"> The date you take a full distribution from the VIP, elect installment payments, or request an annuity for your full account balance; or You fail to make a payment within 90 days from the date the last loan repayment was received; or Your VIP loan is not paid in full within 30 days after your scheduled payoff date. <p>You cannot make new contributions (other than rollover contributions if you maintain an account in the VIP) or request a loan from the Plan.</p> <p>You may continue to get investment advice, or make fund transfers or fund reallocations in your VIP account.</p> <p>You will be sent a Final Distribution Packet shortly after you leave the Company, with a detailed explanation of your distribution, loan repayment, and tax options. If you wish to review your options before your termination date, see the Termination Guide in the Library on the Retirement Benefits website.</p>		

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The Pension Value Plan for Employees of The Boeing Company (Pension Value Plan) For more information, see the Pension Value Plan summary plan description. Employees who were hired or rehired on or after January 1, 2009, were not eligible to become participants in the Pension Value Plan.	You may commence your pension benefit as a lump sum or annuity at any time after you leave the Company or you may defer receiving your pension benefit until age 65. If you have a balance in the VIP and elect your pension benefit as a lump sum, you may rollover your pension lump sum into your VIP. You are eligible for early retirement if you are any of the following: <ul style="list-style-type: none"> • Age 55 or older and have at least 10 years of vesting service • Age 62 or older and have at least 1 year of vesting service • Age 50 or older and have a Heritage MDC benefit with at least 30 years of Accumulated Benefit Service If you are vested and do not meet the requirements for early retirement, you are eligible for a vested terminated commencement date. If you commence your pension before reaching age 65, it may be reduced for early commencement.		
		You may earn up to one year of vesting service after layoff, which can be used towards the Pension Value Plan's vesting requirement for early retirement. For example, if you are laid off and have nine years of vesting service, the additional year of vesting service after layoff would complete the 10-year vesting service requirement for early retirement. The accrual of service during layoff stops if you return to work, commence your pension benefit, or die before the one- year anniversary of the layoff.	
BSS Retirement Plan	For more detailed information, please see the BSS Retirement Plan summary plan description.		

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Learning Together Program (LTP)	<p>You must repay the Company for any paid tuition for any classes that are in progress at the time of termination.</p> <p>For courses that ended before your termination date, you must submit a grade of C— or better, or a pass in a pass/fail class, within 45 days of the end date of your course. Fax the grade to 866-649-0515 and include your name, BEMSID, and a note that you are no longer working at Boeing.</p> <p>If you have enrolled in courses in graduate degree programs and elect to leave the Company through voluntary resignation or termination for cause (other than layoff or retirement), you are subject to the 24-Month Retention Policy. You are liable to repay all costs paid by LTP for graduate degree programs for courses that began or were in progress within 24 months of your termination date.</p> <p>Repayment includes funds paid by LTP for tuition, fees, and books related to graduate degree courses with end dates within 24 months of your termination date.</p>	<p>You may complete the courses that you are currently taking. LTP will not pay for any courses that begin on or after your termination date.</p> <p>For courses that ended before your termination date, submit a grade of C— or better, or a pass in a pass/fail class, within 45 days of the end date of your course. Fax the grade to 866-649-0515 and include your name, BEMSID, and a note that you are no longer working at Boeing.</p> <p>If you do not wish to complete the course, notify LTP by following the grade submittal process and submit your 60-day notice as documentation that you dropped the course. Follow that up by contacting Worklife to open a ticket for LTP to close out your course(s). You will not be liable for any paid tuition and eligible expenses.</p> <p>Employees who are laid off, whether of voluntarily or involuntarily, will not be held to the 24-month retention policy.</p>	<p>You must repay the Company for any course costs unless you retire after completing your course(s).</p> <p>For courses that ended before your termination date, you must submit a grade of C— or better, or a pass in a pass/fail class, within 45 days of the end date of your course. Fax the grade to 866-649-0515 and include your name, BEMSID, and a note that you are no longer working at Boeing.</p> <p>Retirees are not subject to the 24-Month Retention Policy.</p>

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Performance-based Incentive Plan (PBI) and Management Incentive Plan (MIP)	<p>If you terminate as a resignation before the end of the performance period, you will forfeit any award for the period.</p> <p>If you terminate as a resignation after the end of the period but before payment is made for that period, you will retain eligibility for a full or a prorated award based on your eligible earnings paid during the period.</p>	<p>You will retain eligibility for a prorated award. Your amount will be based on the eligible earnings paid during the period using the Company's payroll year.</p>	
Flexible RSU Program (Flex RSU)	<p>If you terminate your employment prior to completion of the award vesting period due to resignation (or are terminated for cause), your unvested award is forfeited.</p> <p>Official rules set out in your Notice of Terms.</p>	<p>If you terminate your employment prior to completion of the award vesting period due to layoff, your unvested RSUs (including dividend equivalents) generally will be fully vested.</p> <p>This accelerated vesting also applies to terminations due to disability or death.</p> <p>Awards will be paid in stock, where applicable, and otherwise in cash.</p> <p>Official terms set out in your Notice of Terms.</p>	<p>If you terminate your employment to completion of the award vesting period due to retirement, your unvested award is generally forfeited.</p> <p>Official terms set out in your Notice of Terms.</p>



1. Sources for More Information – Boeing Employee

Contact the Boeing service centers through Worklife.

- On the Boeing Web: Log on to my.boeing.com. Select Worklife, then within the green Quick Access box select either Retirement Benefits or Health and Insurance Benefits, as needed.
- On the World Wide Web: Log on to <http://boeing.service-now.com/worklife>. Select Access Worklife Now from the Worklife from Home section, then within the green Quick Access box select either Retirement Benefits or Health and Insurance Benefits, as needed.
- **By telephone:** Call Worklife at **1-866-473-2016**. You must have your BEMSID and your Worklife password available to enter when prompted, when you call. Hearing-impaired callers are encouraged to use the relay service offered by their phone carrier. Customer service representatives generally are available during regular business hours.

When prompted:

- For the Boeing Service Center for Health and Insurance Plans, say, “Health and insurance.”
- For the Boeing Retirement Service Center, say, “Savings” or “Pension.”

Forgotten your Worklife Password?

To protect your data, access to your plan information requires that you enter your Worklife password. If you have forgotten your password, contact Worklife at 1-866-473-2016. Enter your BEMSID and then say, “Password,” or when prompted, select Option #3. Hearing-impaired callers are encouraged to use the relay service offered by their phone carrier.

Boeing Plan Administrator

To request copies of official plan documents, use the Contact Worklife form on the Worklife website (access information provided above) or submit your written request to the plan administrator at the following address: Employee Benefit Plans Committee, The Boeing Company, 100 North Riverside Plaza, MC 50028421, Chicago, IL 60606-1596. You may be charged a reasonable fee for reproduction of materials you request.



2 Sources for More Information – Former Boeing Employee

Contact the Boeing service centers directly.

- On the World Wide Web:
 - Boeing Retirement Service Center: Log on to <https://boeingbenefitsconnection.benefitcenter.com/opglobal> using your Retirement Benefits username and password.
 - Boeing Service Center for Health and Insurance Plans: Log on to <https://digital.alight.com/boeing> to access your health and insurance using your health and insurance username and password. If you have not created a user name and password, you will need to follow the credential creation process by clicking on “New User”.
- By telephone:
 - Call the Boeing Retirement Service Center at 1-833-787-2772. When prompted, enter your Boeing Retirement Service Center credentials. Request Savings or Pension to be connected with a representative.
 - Call The Boeing Service Center for Health & Insurance Plans at 1-866-504-4256. Enter your BEMSID and say Health and Insurance when prompted.

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