

# Technical Operations



## Employment Policy

EFFECTIVE: OCTOBER 18, 1993  
AMENDED: APRIL 15, 1997

# Continental ■

**TECHNICAL OPERATIONS  
EMPLOYMENT POLICY**

**(T.O.P.)**

**For  
Technical Operations,  
Facilities Maintenance,  
GSE, & Material Services Employees**

**Effective: October 18, 1993  
As Amended: April 15, 1997**

## ***PREFACE***

***TO THE MARCH, 1997***

# ***TECHNICAL OPERATIONS EMPLOYMENT POLICY***

The new Technical Operations Employment Policy ("TOP") is the joint work product of management and the Technical Operations System Council. It reaffirms our commitment to a "Working Together" partnership between Continental and you - the employees of Technical Operations, Material Services, GSE, and Facilities Maintenance. The new TOP sets forth reasonable expectations which apply equally to the employees in those areas and to management. Because the TOP is binding on both management and the employees, we expect and require that its terms will be strictly followed. While we hope that disputes and disagreements between management and TOP covered employees will usually be resolved informally, the appeal process, which has been moved to Chapter 19, remains available to provide formal resolution for any problem that hasn't been solved informally. As in the past, the results of that appeal process are final and binding on both the Company and the employees involved.

Future changes to the TOP will only be made through the cooperative efforts of management and the System Council, as provided for in Chapter 1 and Chapter 20.

We urge you to read and become familiar with the new TOP. It is a very important part of the Company's Go Forward plan. Working together, we can provide for our futures by continuing the growth and prosperity of our airline.

  
Gordon Bethune  
Chairman and CEO  
Continental Airlines, Inc.

  
Greg Brenneman  
President and COO  
Continental Airlines, Inc.

## TABLE OF CONTENTS

<u>Chapter</u>	<u>Subject</u>	<u>Pages</u>
	Preface	
1	Purpose and Scope	1-1 thru 1-3
2	Covered Crafts and Classifications	2-1 thru 2-3
3	Qualifications and Bid Areas	3-1 thru 3-10
4	Seniority	4-1 thru 4-6
5	Filling of Vacancies	5-1 thru 5-8
6	Shift Bids	6-1 thru 6-2
7	Reduction-In-Force	7-1 thru 7-4
8	Recall Procedures	8-1 thru 8-3
9	Hours of Service and Trade Days	9-1 thru 9-3
10	Pay Rules and Overtime	10-1 thru 10-5
11	Vacations and Holidays	11-1 thru 11-8
12	Sick Leave, Occupational Injury Pay, and Workers Compensation	12-1 thru 12-6
13	Absence From Work and Leaves of Absence	13-1 thru 13-13
14	Field Trips and Training Assignments	14-1 thru 14-3
15	Uniforms and Tools	15-1 thru 15-2
16	Benefits	16-1 thru 16-3
17	Safety and Health	17-1 thru 17-2
18	Employee Councils and Representatives	18-1 thru 18-2
19	Appeal Procedure	19-1 thru 19-6
20	Changing the TOP	20-1 thru 20-2
21	Relocation Expenses	21-1 thru 21-2
 <u>Appendix</u>		
A	Pay Rates	A-1 thru A-8
B	Minimum Tool List	B-1 thru B-6
C	Attendance Policy	C-1 thru C-3
D	Family/Medical Leave	D-1 thru D-3
E	Side Letter Agreement	E-1 thru E-3
F	Sick Bank/Bridge Medical Benefits	F-1 thru F-2

## CHAPTER 1

### PURPOSE AND SCOPE

1. The Technical Operations Employment Policy (TOP) sets forth the terms and conditions of employment for Technical Operations, Facilities Maintenance, Ground Service Equipment (GSE), and Material Services employees. It has been developed by the Company and the Technical Operations Employee System Council. The TOP will not be changed before December 31, 1999, unless the System Council and the Company decide to make modifications. Thereafter it may be modified as provided for in Chapter 20. However, changes, modifications, or additions to Company wide benefit programs will automatically apply to employees covered by the T.O.P. On or about October 15, 1998 the Company and the System Council will undertake a comprehensive review of the TOP to determine if substantial revision is necessary in light of past experience. Because it is not possible to cover every issue which may arise in the work place, the overriding principles of honesty and fairness will govern all actions of the Company, the Employee Councils, and the employees in applying, administering, and modifying the TOP. To the extent the TOP differs from, or conflicts with, the Continental corporate "Working Together Guidelines," the TOP shall control. However, to the extent the TOP differs from, or conflicts with Federal or State laws, those laws shall control.
2. If an employee, employees, or Employee Councils believe that the TOP has been incorrectly or inconsistently applied, they have the right to seek redress under the Appeal Procedure contained in Chapter 19. Notwithstanding the provisions of paragraph 1, above, Chapter 19 will not be modified without the mutual agreement of the Company and the System Council.
3. **Sale or Transfer**

Should Continental sell or transfer an international route certificate authority, or otherwise enter into a transaction not in the ordinary course of business involving the sale or transfer of a substantial portion of the Company's assets, which as a direct result would likely cause the furlough of Continental employees, the Company in good faith will make reasonable efforts to condition any such sale or transfer on the buyer's or transferee's written agreement to

  - a. employ from the Continental work force at least the same number of employees whose jobs are affected by any such sale or transfer; and

- b. provide that any disagreement among the carriers (Continental and the buyer/transferee) and the employees involved (Continental employees and the applicable employee classifications of the buyer/transferee) over the number of Continental employees to be employed, or their fair and equitable subsequent placement on the acquiring company's appropriate seniority lists will be presented to an independent arbitrator. The arbitrator, after conducting a hearing, will render a final and binding decision.

#### 4. Acquisition

Should Continental be acquired by another carrier, the Company will in good faith make reasonable efforts to condition any such transaction on the written agreement of the acquiring company to

- a. continue the employment of Continental's employees; and
- b. integrate the seniority of the respective employee classifications (Continental's and the acquiring carrier's) in a fair and equitable manner as agreed upon by the respective employee groups of each carrier. If the respective employee groups cannot reach agreement on the manner in which their classification seniority lists should be integrated, the matter will be heard by an independent arbitrator, selected by the two employee groups, who will be charged with the responsibility for integrating the lists in a fair and equitable manner. The arbitrator's decision will be final and binding on the employee groups and carrier involved.

#### 5. Merger

In the event of a complete merger between Continental and another air carrier or carriers (i.e., the combination of all, or substantially all, the assets of the carriers) where Continental is the surviving carrier, the company will apply the provisions of paragraph 4 (a) and (b), above, with regard to the employees covered by the TOP.

6. **Notification Responsibilities**

In the event that Continental, after acting in good faith and making reasonable efforts, is unable to secure the conditions referred to in paragraphs 3 and 4 above, it will notify affected employees as soon as possible after the terms of the sale, transfer, or acquisition are agreed upon.

7. **Severance Pay**

In the event that, after acting in good faith and making reasonable efforts, Continental is unable to secure the conditions described in paragraphs 3 and 4, above, and if due to, and resulting from, the lack of said conditions any employee covered by the TOP is furloughed by Continental, all such employees shall be entitled to severance pay in the following amounts in addition to whatever else may be required by law:

0-4 years of company service	2 weeks base pay
5-9 years of company service	3 weeks base pay
10-19 years of company service	4 weeks base pay
20 + years of company service	5 weeks base pay

Employees subject to the provisions of this paragraph also shall be granted by Continental a minimum of 30 days of travel passes, plus an additional two weeks for each year of service, on the appropriate carrier.

8. Whenever in the TOP employees are referred to in the male gender, it is meant to refer to both male and female employees without discrimination.

9. A copy of the TOP will be distributed to each employee covered by it. A copy will also be provided to every new hire. In addition, copies of revisions to the TOP, made while employees are on furlough, will be sent to furloughed employees who request copies. The availability of revisions will be announced on the company's voice mail system in a timely fashion, and with the cooperative efforts of management and the System Council will remain on that system for thirty days.

## CHAPTER 2

### COVERED CRAFTS AND CLASSIFICATIONS

Employees covered by the Technical Operations Policy (TOP) are assigned to a basic "Craft" and to a specific "Classification" within that craft.

The "Craft" is important because bidding seniority is determined by craft seniority. Individuals may change classifications within a craft without having their bidding seniority date changed. Seniority is addressed in Chapter 4.

Listed below is a brief definition of the classifications within each craft.

#### **A. TECHNICIAN CRAFT**

The following classifications are part of the Technician Craft:

1. **Technician** - An employee whose job includes all work generally recognized as Technician's (mechanic) work in Company shops, maintenance bases and line stations on aircraft (including power plants), parts, ground equipment, facilities and other related work. Technicians will be held responsible for the work they perform and they may be required to test, check and certify for service the work they perform.

Within this classification are many specialties which require specific qualifications. Some of these specialties include Aircraft Technician, Machinist, Welder, GSE Technician and Facilities Technician. Qualifications and bidding restrictions are addressed in Chapter 3.

2. **Lead Technician** - As a working member of the group, the Lead Technician is expected to lead, direct and approve the work of others in the group for which he may, depending on the circumstances, be held accountable. A Lead Technician may be required to sign for his own work, and the work of others in the group, in accordance with the General Maintenance Manual (Section 07-03-03). However, that does not relieve other individuals from responsibility for the work they perform. The method for selecting Lead Technicians is described in Chapter 5.

Also included in this classification are:

Lead Machinist  
Lead Welder  
Lead GSE Technician  
Lead Facilities Technician

3. RAMS Technician - As a working member of a RAMS team (Structure, Rigging, or Avionics), a RAMS Technician is part of a highly mobile, highly skilled group which responds quickly and efficiently to any location to return aircraft to service and which repairs aircraft with chronic and unusual maintenance problems, in addition to performing regularly scheduled maintenance work and training other technicians. The method for selecting RAMS Technicians is in Chapter 5.
4. Inspector - An employee whose primary job includes the overall inspection of Company aircraft and/or components (including power plant) in connection with repairs and/or overhaul at points on the Company system. Inspectors must hold valid licenses required to fulfill their duties. Inspectors do not lead or direct the work force. The method of selecting Inspectors is described in Chapter 5.
5. G.S.E. Coordinator - An employee whose job includes controlling inventory, the work order system, and running appropriate reports. The G.S.E. Coordinator orders parts from vendors, operates the G.S.E. stockroom, and provides parts needed by G.S.E. Technicians. A G.S.E. Coordinator also may be required to perform Technician's work in the G.S.E. shop.

B. UTILITY MECHANIC CRAFT

The following classifications are in the Utility Mechanic Craft:

1. Utility Mechanic - An employee whose job may include: (a) identifying and checking tools, test equipment and certain commodities in and out of the Tool Room and Parts Room, as well as the service, cleaning, inventory, storage and accounting of tools, test equipment and certain commodities used in the daily operation of the Tool Room and Parts Room; (b) performing routine maintenance tasks of a general nature, such as servicing and transporting equipment; (c) performing minor repairs on food service equipment, as well as cutting, sizing, and forming materials for aircraft interiors; or (d) surface treatment on engines, aircraft, and component parts with chemicals and sandblasting equipment. A Utility Mechanic may be required occasionally to assist a Technician in the performance of his work (See Appendix F).

2. Lead Utility Mechanic- As a working member of the group, the Lead Utility Mechanic is expected to lead, direct, and approve the work of others in the group for which he may, depending on the circumstances, be held accountable. However, that does not relieve other individuals from responsibility for the work they perform.

C. MATERIAL SPECIALIST CRAFT

The following classifications are part of the Material Specialist Craft:

1. Material Specialist - An employee whose job includes receiving, binning, issuing and shipping material located in stockrooms and warehouses. Duties include extensive computer data entry; packaging and shipping of aircraft parts and non-aircraft parts such as commissary and stationery; preparation of documents to support shipments from stockrooms, including dangerous goods (restricted articles), customs documentation, airbills, etc.; performing perpetual inventories and audits; building parts kits and other related duties. May be required to operate various ramp and warehousing equipment such as forklifts, tugs, delivery carts, trucks, etc. Material Specialists are responsible for signing for their own work.
2. Lead Material Specialist - As a working member of the group, the Lead Material Specialist is expected to lead, direct and approve the work of others in the group for which he may, depending on the circumstances, be held accountable. Lead Material Specialists may be required to sign their own work and the work of others in the group. However, that does not relieve any other individuals from responsibility for the work that they perform.

## CHAPTER 3

### QUALIFICATIONS AND BID AREAS

#### A. QUALIFICATIONS

1. While terms such as department, cost center, etc. are used to describe the basic work areas, the correct term is BID AREA. Each employee is assigned to a bid area. A complete list of bid areas is contained in this chapter. (Part C - Bid Areas)
2. Certain license requirements and/or experience levels are required in each bid area within the classifications covered by the TOP. Specific qualifications for each bid area are contained in this chapter (Part C - Bid Areas). Further, a complete listing of stations where employees covered by the TOP are based may be found in SCEPTRE (/FOR SCIJCC, Category 09). That listing identifies all bid areas available at each station and the necessary qualifications.
3. Employees must have the licenses required and be able to demonstrate that they have the experience required in order to be considered qualified for a position in a bid area. In determining whether an employee meets the Experience requirements set forth in Paragraph C (Bid Areas), the following rules are provided to make that determination.
  - (a) For each month of service as an aviation Technician in an FAA approved repair station or at a certified air carrier, working on aluminum and/or composite skinned pressurized jet/turboprop aircraft and/or engines, one month's credit shall be allowed up to a maximum of thirty (30) months.
  - (b) For each two (2) months of service as an aviation Technician in an FAA approved repair station, working on small aircraft and/or engines, one (1) month's credit shall be allowed up to a maximum of thirty (30) months.
  - (c) For each two (2) months of actual service as an aviation Technician in the Armed Forces working on aluminum and/or composite skinned pressurized jet/turboprop aircraft, engines, or equipment, one (1) month's credit shall be allowed up to a maximum of thirty (30) months.

- (d) For each two (2) months of service (either as a student or an instructor) in a certified aircraft school, one (1) month's credit shall be allowed up to a maximum of thirty (30) months.
  - (e) For each one and one-half (1 1/2) months as a technician in a specialist occupation such as Upholstery, Paint, Composite, Sheet Metal, Welding, Machinist, and Instrument Overhaul, directly related to the specialist's position to which the employee will be assigned, one (1) month's credit shall be allowed up to a maximum of thirty (30) months.
  - (f) For each two (2) months of service as a Technician with a recognized service dealer, garage, or shop directly related to the position to which the employee is to be assigned, one (1) month's credit shall be allowed up to a maximum of thirty (30) months.
  - (g) For each 312 hours of actual vocational shop training such as Automotive Shop, Sheet Metal, Welding, Upholstery, Paint, Composite, Machine Shop, and Instrument Overhaul Shop, directly related to the specialist's position to which the employee will be assigned, one (1) month's credit shall be allowed up to a maximum of fifteen (15) months.
- 4. Employees wishing to submit proof of their qualifications, based on acquired experience, need to provide verifiable documentation of such experience. Documentation submitted at the time of employment, including the employment application, may be used to verify previous experience.
  - 5. Employees desiring to bid to a new area, or to exercise seniority during a Reduction-In-Force to bump into a new area, must pre-qualify for any such area BEFORE bidding or bumping will be permitted. The pre-qualification process is set forth in Paragraph B, below.

6. If the Company elects to hire from outside the Company, all new hires must meet all of the license and experience requirements for the particular bid area into which they are hired. However, the Company may waive those requirements depending on the needs of the service. But the Company will do so only if there are no incumbents, with comparable qualifications, available to fill the vacancy.
7. Whenever qualifications are waived, and the employee is assigned to a specific bid area, that employee will be considered future qualified in that bid area provided the probationary period and/or job trial period is completed and license requirements are met.

**B. PRE-QUALIFICATION PROCESS \***

1. All employees who wish to bid or bump into a different area must have their qualifications determined **BEFORE** they may submit a bid, or complete a Reduction In Force option sheet designating where they would like to bump.
2. Each region shall have at least one Assessment Team (two management representatives and two employee representatives) which, upon application and request from an employee, will determine if that employee is qualified for a particular bid area or areas. That determination will be made based on an employee's prior experience, wherever gained; licenses held; schooling and training completed; and, if necessary and desirable, the results of practical testing of job skills relevant to the bid area or areas for which the employee wishes to be deemed qualified.
3. If an Assessment Team, by majority vote, determines that an employee is qualified for a particular bid area or areas that will be so indicated in an employee's personnel file and training record. Thereafter, that employee will be deemed qualified to bid or bump into the area or areas for which he has pre-qualified.
4. If an Assessment Team, by majority vote, determines that an employee is not qualified for a particular bid area or areas, the employee will be advised in writing of his deficiencies.

\* The provisions of this section go into effect 90 days after the April 15, 1997 effective date of the amended T.O.P. Prior to that time the provisions of the October 13, 1993 version of the T.O.P will apply.

C. BID AREAS

To assist in submitting a bid, the following bid areas are listed and numbered, along with license and experience requirements. To be considered fully qualified for a particular bid area, an employee must meet the requirements listed below. In all cases, an employee must possess the ability to speak, read and write the ENGLISH language.

In Sceptre (/for SCIJCC category 09) these bid areas are listed by station, but not all bid areas are available in each city.

Any questions about these requirements should be directed to an employee's supervisor, an Employee Representative, or the Human Resources Manager before a bid is submitted. Inaccurate bids will not be accepted.

SERIES 100- TECHNICIANS AND LEAD TECHNICIANS

BID AREA NO.	BID AREA	LICENSE REQ'D	EXPERIENCE
101	Line Technician	A&P and	Thirty months experience in trouble shooting, repair, and maintenance of aluminum and/or composite skinned, pressurized jet/turboprop aircraft
	Lead	A&P and	
			OR
			At least 12 months' experience as Radio/Electrical, Sheet metal, Trim, Power plant, and/or A.I.R. technician and successful completion of both a trade and practical troubleshooting test.
102	Base Technician	A or P or	Thirty months experience in trouble shooting, repair, and maintenance of aluminium and/or composite skinned, pressurized jet/turboprop aircraft
	Lead	A&P and	
			OR
			At least 12 months's experience as a Sheet Metal, Composite, Trim, and/or Radio/Electrical technician and successful completion of both a trade and practical test.

103 Powerplant Technician P or  
Lead A&P and

Thirty months experience in powerplant limited heavy maintenance on power plant components and accessories, up to splitting an exhaust case without splitting the compressor case

OR

Successful completion of both a trade and practical test.

104 Avionics Technician A\* & FCC and  
Lead A\* & FCC and

Thirty months radio and electrical trouble shooting and repair

OR

Successful completion of both a trade and practical trouble shooting test.

105 Sheet Metal (Line/Base) Technician A\*\* or  
Lead A and

Thirty months experience in general structural sheet metal overhaul and repair

OR

Successful completion of both a trade and practical test.

106 Sheet Metal (Shop) Technician A or  
Lead A and

Thirty months experience in general structural sheet metal overhaul and repair

OR

Successful completion of both a trade and practical test.

\* Repairman's Certificate may be substituted for A license.

\*\* License required in Line Station maintenance area for Air Worthy release.

107	Composite*	A	or	Eighteen months experience in metal to metal bonding, fiberglass repair, and composite repair
	Lead	A	and	
				OR
				Successful completion of both a trade and practical test.
108	Weld Technician	None		Thirty months general welding experience and successful completion of a Continental certification test
	Lead	None		
				OR
				Certificate of completion from an accredited vocational school for the following: Arc, Heli-arc, Mig and Acetylene; and successful completion of a Continental certification test.
109	Machinist Technician	None		Thirty months general machinist work and successful completion of a practical test.
	Lead	None		
110	A/C Interior Repair Technician	A** or		Eighteen months experience in recovering, replacing, and refurbishing aircraft interiors, including seats.
	Lead	A&P	and	
				OR
				Thirty months experience as a Line, Base, Avionics, Sheet Metal, or Shop technician.

\* Must be physically able to wear and use a respirator in accordance with OSHA regulations.

\*\*License required in Line Station maintenance area for Air Worthy release.

111	Trim Technician	A or	Eighteen months experience in recovering, replacing, and refurbishing aircraft interiors, including seats.
	Lead	A and	

OR

Thirty months experience as a Line, Base, Avionics, Sheet Metal, or Shop technician.

112	Paint Technician*	A or	Thirty months experience in automotive and/or aircraft painting
	Lead	A or	

OR

Successful completion of a practical test.

113	Calibration Technician	None	Thirty months experience in calibration and repair of electronic test and measurement equipment
	Lead	None	

OR

Successful completion of a practical test.

114	Airport Communications Technician	FCC	and	Thirty months component level repair and overhaul in two of the three following areas: UHF/VHF transceiver systems; video display systems (including TV repair, FIDS repair, or closed circuit system repair); and airport security systems (magnetometers or x-ray)
	Lead	FCC	and	

OR

Certificate of completion from an accredited electronic school and successful completion of both a trade and practical test.

\* Must be physically able to wear and use a respirator in accordance with OSHA regulations.

115	Pattern Technician	None	Twelve months experience making form blocks, mold patterns, fixtures, and forming tools of the type used in shaping plastic and metal
			OR
			Successful completion of a practical test.
116	Tooling Repair Technician	None	Thirty months experience as a Technician or possession of an A license.
117	Electric Harness Shop Technician	A or P and	Thirty months experience in fabrication, repair, overhaul and/or calibration of electrical equipment, including wire harnesses
			OR
			Successful completion of a practical test.
118	Facilities Maintenance Technician	Local	Thirty months commercial/industrial experience including at least three of the following areas: Electrical (including 480 volt, 3 phase); Structural (including steel frame construction); Mechanical (including conveyors); Plumbing; and PLC electronic/computer controls.
	Lead	Local	
119	Ground Service Equipment Technician	None	Thirty months experience in trouble shooting, repair, and maintenance of gas and diesel engines; electrical and hydraulic systems; or motorized equipment supporting airport ground handling operations
	Lead	None	
	Coordinator	None	
			OR
			A certificate of completion from an accredited automotive school and successful completion of a practical test.

SERIES 200- RAMS TEAM

201	Structures	A&P	and	Thirty months experience in general structural aircraft overhaul and repair, including at least eighteen months combined experience in sheet metal repair and may include two of the following: composite repair; fiberglass repair; and metal to metal bonding.
202	A&P/Rigging	A&P	and	Thirty months experience in trouble shooting, repair, and maintenance of aluminum and/or composite skinned, pressurized jet/turboprop aircraft.
203	Avionics	FCC & A*	and	Thirty months radio and electrical trouble shooting and repair experience.

SERIES 300- INSPECTORS

301	Quality Control	A&P	and	Thirty months experience in trouble shooting, repair, and maintenance of aluminum and/or composite skinned, pressurized jet/turboprop aircraft and successful completion of applicable trade tests.
-----	-----------------	-----	-----	---

SERIES 400- MATERIAL SERVICES

401	Material Specialist	None		High school diploma or equivalent; valid driver licenses (Mobile Ground Equipment, state, and airport); and successful completion of DOT Dangerous Goods Training Program, and Inventory Control System Training Program.
	Lead	None		

SERIES 500- UTILITY MECHANIC

501	Utility Mechanic	None		High school diploma or equivalent; mechanical aptitude; working knowledge of tools associated with aircraft and automotive repair, or ability to work with cleaning solutions and chemicals.
	Lead	None		

\* Repairman's Certificate may be substituted for A license.

**PLEASE NOTE:** As a result of the April 15, 1997 amendments to the October 18, 1993 version of the T.O.P., existing bid areas were reorganized and redefined, as set forth above. However, those amendments were not intended to disqualify incumbent employees from reorganized or redefined bid areas. Accordingly, any employee who worked for more than 480 regular hours, either before or after October 18, 1993, in any bid area which has been reorganized or redefined, will be considered qualified for the new bid areas in which the work he was performing or has performed is now located, regardless of the above stated qualifications, including license requirements.

Specifically, employees in former Bid Areas 105 (Heavy Check Trim), 126 (Trim Shop), 208 (Trim Line), and 210 (A/C Interior Repair) are qualified for both new Bid Area 110 (A/C Interior Repair) and 111 (Trim Technician) regardless of licensing requirements and work location.

All such "grandfather rights" expire on an individual basis any time an employee voluntarily bids (as opposed to involuntarily bumping) to another bid area in which he does not hold "grandfather rights". The existence of these "grandfather rights" does not waive the pre-qualification requirements set forth in paragraph B of this Chapter. That means any individual claiming such rights to a bid area must complete the pre-qualification process before bidding or bumping to that area.

## CHAPTER 4

### SENIORITY

#### A. COMPANY SERVICE DATE

An employee's Company Seniority, or "Company Service Date", begins on the date the employee is placed on the payroll and reflects adjustments for periods of inactive service, as long as the employee has not been separated from Continental employment. An employee's Company Service Date is based on length of active service with the Company. Company Service Date determines benefit eligibility, vesting in benefit programs such as retirement, rate of vacation accruals and vacation bidding, pass travel boarding priority, and service pins/awards. "Company Service Date" should not be confused with craft seniority which is used for most bidding purposes in the TOP.

#### B. PAY SENIORITY

For classifications covered by the TOP, pay seniority, (often referred to as longevity), determines the individual's position on the pay scales. While it is adjusted for periods of unpaid time off, such as leaves of absence, furloughs, LOAP, etc., step increases are given to employees after they complete the specified time as an active employee in a paid status.

1. Employees going from one classification to another classification, whether ranked higher or lower, within the same craft carry with them their pay seniority.
2. Employees going from one classification to another classification, whether ranked higher or lower, within different crafts will have a pay seniority date based on the craft seniority, if any, that they have retained/accrued in the craft into which they transfer.

C. CRAFT SENIORITY

Employees working in classifications covered by this TOP establish a "CRAFT SENIORITY" date upon entering a craft. Once an employee has attained a Craft Seniority Date, that date is not changed when moving to other classifications within the same craft. Further, employees who move to a higher ranked craft will continue to retain and accrue seniority in the lower ranked craft while working in the higher ranked craft. However, employees who voluntarily bid down to a lower ranked craft, as opposed to bumping into such craft, will only retain craft seniority for a period of 5 years (see Loss of Seniority, paragraph G of this chapter) in the higher craft, and will no longer accrue while working in the lower ranked craft. Employees who bump to a lower craft because of a reduction in force continue to accrue craft seniority in the higher craft from which they were reduced (see Chapter 7, paragraph G).

D. RANKING OF CLASSIFICATIONS AND CRAFTS

The ranking of classifications and crafts is established to provide opportunities for advancement to a higher position, and to facilitate operation of the Reduction In Force rules in Chapter 7 and the Recall rules in Chapter 8. The highest ranking is shown as (1), the next highest is shown as (2), and so on.

<u>CLASSIFICATIONS</u>	<u>CLASSIFICATION RANKING</u>	<u>CRAFT</u>	<u>CRAFT RANKING</u>
Inspector	1	Technician	1
Lead Technician	1	Technician	1
RAMS Team	3	Technician	1
GSE Coordinator*	3	Technician	1
Technician	3	Technician	1
Lead Matl. Specialist	4	Material Specialist	2
Lead Utility Mechanic	5	Utility Mechanic	3
Material Specialist	6	Material Specialist	2
Utility Mechanic	7	Utility Mechanic	3

\* Though the GSE Coordinator position has been reduced in classification from 2 to 3, by amendment, the three employees in those positions on the April 15, 1997 effective date of the amendments to the October 18, 1993 version of the T.O.P. will personally retain the "2" classification until such time as each one voluntarily leaves the GSE Coordinator position.

**E. HOW CRAFT SENIORITY IS USED**

Craft seniority is used to determine an employee's position on the Craft Seniority List. This list ranks all employees in that craft and establishes the order of "bidding".

The specific uses of Craft seniority are covered in other Chapters of the TOP but include generally:

1. Filling of vacancies;
2. Selection of shifts and days off in the employee's bid area;
3. Reduction-In-Force; and
4. Recall.

**F. SENIORITY LISTS**

1. All applicable seniority lists are maintained by Company service date and craft seniority.
2. Employees who are hired or transfer into a craft will be placed on that Craft Seniority List on the first day they work in that craft, including training/orientation days. For this purpose, employees working the night/graveyard shift (with a starting time before midnight) are considered as working on the day following the evening on which they begin their shift. When two or more employees hold the same craft date, their seniority ranking will be determined as follows:
  - (a) Employees hired prior to August 1983 who were awarded a specific ranking within a group whose craft seniority was the same date will have their seniority ranking maintained in the same relationship that existed in July 1983, provided that their individual craft seniority dates remain unchanged.
  - (b) With the exception of the employees described in (a) above, employees who hold the same craft seniority date will have their ranking established based on their Company Hire Date. When the Company Hire Date is the same, then the seniority order will be determined by age with the older employee having seniority over the younger.

3. A new employee is on probation for the first 180 calendar days of active employment with the Company. If retained after the probationary period, an employee is then placed on the Seniority List in the order of original date of hire. An employee may be assigned and re-assigned to any shift and days off during the probationary period. There is only one probationary period for an employee, except if an employee leaves the service of the Company for any reason and is later rehired, that employee will be treated as a new hire and will again be considered as a probationary employee. That employee will not be given credit for previous Company service.

G. LOSS OF CRAFT SENIORITY

1. Craft seniority status will be lost and the employee's name will be removed from the craft seniority lists under the following conditions:
  - (a) Resignation or termination.
  - (b) Retirement
  - (c) Discharge
  - (d) Failure to return to active service from a leave of absence.
  - (e) Failure to accept recall from lay off within 14 calendar days after written notice was received by the employee, or failure to report to work within 14 calendar days after acceptance of recall. Notice will be sent Certified Mail, Return Receipt Requested, to the last address on record with the Company. It will also be announced on the company's voice mail system for 30 days, through the cooperative efforts of management and the System Council. In any case, once notice of recall is sent, the employee must report to work within 28 calendar days, absent extenuating circumstances.
  - (f) On lay off status for five years, or the employee's length of service, whichever is shorter.
  - (g) Voluntary transfer or promotion to an hourly or salaried job not covered by the TOP (excluding management positions in Technical Operations below the Director level), unless such transfer is because of an announced reduction in force that affects the transferring employee, in which case that employee will retain, but will not continue to accrue, his craft seniority.

2. When an employee voluntarily bids down to a lower ranked craft, as opposed to bumping into such craft, craft seniority will be retained for a period of five years, but will not accrue in the craft vacated.
3. An employee with retained craft seniority who is the successful bidder back into a higher craft, will have a craft seniority date adjusted to include the retained seniority and then continue to accrue from the time of re-entry to the craft.

#### **H. SUPERVISORY OR SPECIAL ASSIGNMENT**

1. Employees who are promoted on a permanent basis to any management or administrative position below the Director level will continue to retain and accrue seniority in the craft(s) they vacated while working in management.
2. When employees in management or administrative positions desire to return voluntarily to a craft covered by the TOP, in which they retain seniority, they may use their craft seniority to bid for available vacancies in said craft.
3. When employees in management or administrative positions are involuntarily demoted, or reduced due to a Reduction-In-Force, they may exercise their craft seniority to return to positions in crafts in which they hold seniority. In such cases they may bump, if they have prequalified as provided for in Chapter 3 (B), above, the most junior person at the point, or on the system, in a craft in which they previously worked. Management and administrative employees located at non-maintenance sites (e.g. Gateway, AGC, etc.), if they have prequalified, may bump the most junior person at the point where they were located at the time of their promotion into management, or on the system, in a craft in which they previously worked.

#### **I. ADJUSTMENT OF SENIORITY FOR LEAVES/FURLONGHS**

1. **30 Day Accruals**  
Company Service Date and Pay Seniority will continue to accrue for 30 days, independent of the calendar month. Beginning on the 31st day, Company Service Date, and Pay Seniority will be adjusted for the remaining period of inactive service. This will apply to employees who take the following Leaves of Absence:
  - (a) Personal
  - (b) Educational
  - (c) Emergency

**2. 90 Day Accruals**

Company Service Date and Pay Seniority will continue to accrue for 90 days, independent of calendar month. Beginning on the 91st day, Company Service Date and Pay Seniority will be adjusted for the remaining period of inactive service. This will apply to employees who take the following Leaves of Absence:

- (a) Adoption
- (b) Parental
- (c) Company Offered Leaves (unless otherwise specified)
- (d) Unpaid Medical Leaves, including Family Leave

**3. Accruals for Longer Periods**

For employees on the followings Leave(s) of Absence, Company Service Date will not be adjusted for the duration of the leave as if employment were not interrupted:

- (a) Military

- (b) Unpaid Occupational Injury (maximum five years or length of service, whichever is less, for Company Service; accrual for Pay Seniority to cease beginning on the 91st day)

- (c) Furlough

Company Service Date and Pay Seniority will continue to accrue for 30 days, independent of the calendar month. Beginning on the 31st day, Company Service Date and Pay Seniority will be adjusted for the remaining inactive service while the employee is on furlough. At the end of the maximum allowable period for furlough, the employee is administratively terminated and receives no seniority for previous employment. The period of furlough is five years, or length of service, whichever is shorter.

**4. Craft Seniority**

Craft Seniority continues to accrue while on leaves and furloughs subject to the limits contained herein.

CHAPTER 5  
FILLING OF VACANCIES

- A. All vacancies are to be awarded to the senior qualified bidder based on craft seniority. When approved vacancies exist, after Chapter 7 "follow your work" provisions, Chapter 8 Recall, and Chapter 7 Reduction In Force procedures (other than "follow your work") have been complied with in that order, and before hiring off the street, the following Job Bidding Procedures will be used to fill those vacancies.
- B. Employees who have completed the probationary period are entitled to participate in the Job Bidding Procedures. To be a successful bidder, the employee must have the necessary qualifications which are described in Chapter 3 (Qualifications and Bid Areas), and must follow all job bidding procedures including submission of accurate and complete paperwork.
- C. An employee may not bid to a lower ranked classification unless the employee has accrued and retained seniority in that craft.
- D. Two bidding procedures are used to fill vacancies: (1) Standard, and (2) Preferential. If an employee wants to change bid areas, stations or classifications, the employee must become familiar with both procedures. The employee also needs to be familiar with SCEPTRE which is used to announce vacancies listed below and SONIC which is used to announce vacancies for other positions in the Company.

1. Standard Bid Procedure

- (a) All appropriate vacancies (as described in (b) & (c) below) will be "posted" in SCEPTRE (/FOR SCIJCC, Category 09) for 10 calendar days (increased to 14 calendar days, effective August 15, 1997). In bid areas where SCEPTRE is not available a hard copy announcement of the vacancy will be posted by the bid file analyst.
- (b) To submit a bid for one of the following vacancies, employees need to complete the appropriate bid form and submit it to the Bid File Analyst. The bid form must be received by the Bid File Analyst by the deadline shown on the posting.
  - \* Inspector
  - \* Lead Technician
  - \* RAMS Team
  - \* GSE Coordinator
  - \* Lead Material Specialist
  - \* Lead Utility Mechanic

- (c) The initial filling of any vacancy will be "posted" if a new station is opened or if a new bid area is created in an existing station. Then, subsequent vacancies will be filled using the Preferential Bid Procedures.
- (d) After the deadline, the bids will be reviewed and the successful bidder will be notified. The results of the bid selection will be posted in SCEPTRE by the Bid File Analyst and a hard copy notice of the selection will be posted in the bid areas by the Employee Council Representative at that location.

2. Preferential Bid Procedure

- (a) If employees wish to express an interest in future vacancies in an existing bid area, classification, or station, other than those listed in D., 1, (b) & (c) above, they may submit a preferential bid at any time. Bids will remain on file until December 31 of the year in which they are submitted. Bids may be withdrawn at any time before they are awarded.
- (b) A complete listing of bid areas and position qualifications in each station will be posted at all stations and is available in SCEPTRE. (/FOR SCIJCC, Category 9).
- (c) Each bid received is acknowledged and filed in the Preferential Bid file in craft seniority order.
- (d) When an approved vacancy exists, the senior qualified bidder will be offered the vacancy. That employee shall have three working days to respond to the offer. Once an employee has been contacted and accepts the preferential bid the employee must report to the new position or lose all bid rights for the next 180 days, absent extenuating circumstances. If the employee is contacted and declines the vacancy, the preferential bid will be discarded without penalty to the employee. To reapply, the employee must submit a new preferential bid.
- (e) The results of the bid selection will be posted in SCEPTRE by the Bid File Analyst and a hard copy notice of the selection will be posted in the bid areas by the Employee Council Representative at that location.

- E. After being awarded a bid, the employee may not bid laterally within the same craft again for one year unless a new station or bid area opens. However, an employee may bid within that year if the station to which he is assigned closes.
- F. If on leave of absence (except military leave), an employee must have returned to duty, on or prior to the date the bid closes, to be eligible to be awarded the position.
- G. If a bid which would have changed an employee's craft seniority is canceled before the official reporting date, the employee will not accrue or retain seniority in the new craft as a result of that particular bid.
- H. If a position is not filled as a result of a standard or preferential bid, the opportunity will be available for interested employees in other classifications covered by the TOP. Management may fill the position in the following order of priority by:
  - 1. posting it as a special Standard Bid, with waived or modified experience requirements for the position, or
  - 2. hiring qualified applicants from outside the Company.
- I. If an employee is the successful bidder for a position located at some point other than the point where the employee is based, space available fee waived transportation will be furnished the employee and eligible family members. All other expenses of the transfer will be paid by the employee. A reasonable period of unpaid time (determined by the employee and management) will be provided to the employee at the time of transfer, or shortly thereafter, to move. If the employee has been awarded a bid position at another station, within 14 days the employee will be given a release date, or a report date, and thereafter will have at least fourteen calendar days before the effective date of transfer to the new job assignment.
- J. JOB TRIAL PERIOD
  - 1. Employees awarded a position by application of the rules in Chapter 7, including "follow your work", or by this bid procedure, will have that position on a trial basis for 480 regular straight time hours of work in order to demonstrate the ability to perform the work required for the position. During the job trial period the supervisor may temporarily assign the employee to any shift and days off for the purpose of training. If the employee

is unable to satisfactorily perform the work required, after having been provided with a reasonable amount of orientation and refresher training, and after having received monthly written evaluations by supervisors, the employee will be permitted to exercise craft seniority to displace the employee with the least craft seniority in the location and bid area the employee was in prior to the award, or in the event his station is closed, the most junior person system-wide he is qualified to displace.

That employee will not be allowed to bid for one year to the same bid area. If an employee is disqualified a second time from the same bid area, the employee will not be allowed to bid that position again without demonstrating new or additional qualifications.

2. If a shift bid occurs during an employee's job trial period, the employee will be allowed to bid a shift and days off based on craft seniority. However, the employee can still be assigned for the remainder of the job trial period.
3. Employees may have their job trial period extended for a period up to a maximum of an additional 480 hours with the approval of the department management, Human Resources, and the employee.

K. TEMPORARY UPGRADES AND ASSIGNMENTS

1. If the need arises to temporarily upgrade an employee to a higher classification covered by this TOP to fill a temporary vacancy, the senior qualified employee in the craft in that bid area, shift, and permanent crew will be offered the temporary promotion.
2. A position covered by the TOP may not be filled on a temporary basis by upgrade, or assignment to another crew or bid area, for more than six cumulative months within 12 calendar months.
3. Temporary assignments to RII positions will be distributed equally among employees under guidelines developed by management and the employees at each station or bid area, as appropriate.

4. Temporary upgrades to vacancies in management classifications not covered by this TOP are permitted for no more than six cumulative months within twelve calendar months.

L. SELECTION FOR LEAD, INSPECTOR, AND RAMS TEAM POSITIONS

1. When an approved vacancy exists, as defined in Paragraph A, above, in the lead, inspector, or RAMS Team classification, a system bid will be posted. Interested employees who hold the position; who have held the position at Continental on a permanent basis in the past; or who have been preselected (see below) for the position, may submit a bid within 14 days of the posting.
2. Once the system bid is closed the position will be awarded, based on craft seniority, in the following order of priority from among those who have prequalified for the bid area:
  - a) the most senior current (i.e. actively working in the classification) lead, inspector, or RAMS Team member;
  - b) the most senior former lead, inspector, or RAMS Team member (including those on lay off as well as those with recall rights to the classification, regardless of location);
  - c) the most senior employee who has been preselected for the position (i.e. lead, inspector, or RAMS Team member).
3. The preselection process consists of an objective evaluation of an employee's technical qualifications and an objective determination that the employee is capable of performing the essential functions of a lead, inspector, or RAMS Team position. The sequence of the process is as follows:
  - a) an employee submits a request for preselection for a specific classification on the appropriate form;
  - b) a three member panel (two selected by the System Council and one selected by management) will then evaluate the technical qualifications of an applicant, including skills, work record, training, and experience. This evaluation may include an interview with the applicant. The panel will determine if the applicant is

qualified, or not qualified. A qualified applicant then proceeds to the next step. An unqualified applicant exits the process as this point. All evaluations will be objective and documented so that they may be reviewed afterward by an applicant, and if desired, may be appealed under the provisions of Chapter 19;

- c) a three member panel (two selected by the System Council and one selected by management), trained in the Targeted Selection Process, will then interview a qualified applicant to determine if he is capable of performing the essential functions of the position for which he seeks preselection. If the panel finds the applicant is capable he will be considered as preselected for the particular classification. If the panel finds an applicant is not capable, he will exit the process as this point. All evaluations will be objective and documented so that they may be reviewed afterward by an applicant, and if desired, may be appealed under the provisions of Chapter 19.
- d) The preselection process will be completed during a calendar month, for vacancies in the next month, if the request form is received on or before the 10th of that month. Requests received after the 10th of the month will be processed during the following calendar month.
- e) Employees who have active disciplinary letters (written reprimand or higher) in their personnel file, the receipt of which was acknowledged in writing by the employee, and which are not the subject of a pending appeal, are not eligible for the above process, without the approval of an immediate Director, until such letters are removed from their file.

- 4. Once an individual has been awarded a lead, inspector, RAMS Team, or Material Specialist lead vacancy a notice of bid award will be posted in SCEPTRE, and a hard copy notice will be sent to the bid area by the bid file analyst. The notice will contain the names of all employees who bid and the name of the successful bidder.

#### M. VOLUNTARY REDUCTION IN CLASSIFICATION

Inspectors and Leads in all crafts and classifications may voluntarily downgrade, permanently or temporarily, to any lower classification in any craft in which they maintain

craft seniority. This may be done in the following manner:

1. If a vacancy exists at a point, after Chapter 7 follow your work" provisions, the recall procedures in Chapter 8, and the reduction in force procedures in Chapter 7 have been complied with in that order, an inspector or lead may fill that vacancy on a permanent basis prior to its being filled by a preferential bid. If two or more employees at a point wish to downgrade at the same time, any competition between them for a vacancy shall be resolved by the use of craft seniority, with the most senior being awarded the vacancy. Any inspector or lead who downgrades in this manner is prohibited from bidding for, or accepting, an inspector or lead position, as the case may be, for a period of two years beginning from the date of his downgrade. Downgrading employees do not have recall rights to the position they vacated. The resulting vacancy in the inspector or lead classification will be filled using the procedures in Chapter 8 (recall), Chapter 7 (RIFs), and Chapter 5 (filling vacancies), in that order of priority.

2. If no vacancy exists at a point, an inspector or lead may nonetheless downgrade temporarily (six months or less) to a lower classification, provided there is another employee at the point who is qualified for temporary upgrade to the position vacated (see K (1), above). At the end of six months the downgrading employee must return to his inspector or lead position unless he was awarded, by way of preferential bid, a permanent vacancy at the point, or within the system, during the six month period. Otherwise, if the employee refuses to return to his inspector or lead position he will be placed on lay off at the point. In that case his recall rights will be limited to the lower classification, and not to the inspector or lead classification. Any resulting vacancy in the inspector or lead classification will be filled using the procedures in Chapter 8 (recall), Chapter 7 (RIFs), and Chapter 5 (filling vacancies), in that order of priority.<sup>1</sup>

3. An employee who downgrades temporarily may not do so again for one year following return to his inspector or lead position. An employee may not downgrade in this manner more than three times during his employment with the company.

#### N. INVOLUNTARY REDUCTION IN CLASSIFICATION

Inspectors and leads holding those classifications on a permanent basis may be involuntarily downgraded to a lower classification if such employees have failed to perform their duties in a satisfactory fashion, and as a result have been formally disciplined in writing, in a progressive manner, by the company. If in those circumstances the company elects to involuntarily downgrade an inspector or lead the affected employee shall be treated as though he were subject to a reduction in force (RIF) and shall have all the RIF options set forth in Chapter 7, below. The resulting vacancy will be filled using the procedures in Chapter 8 (recall), Chapter 7 (RIFs), and Chapter 5 (filling vacancies), in that order of priority.

CHAPTER 6  
SHIFT BIDS

- A. All employees covered by the TOP have an assigned bid area. Within the bid area, all employees work an assigned shift with scheduled days off. Employees transferring into a bid area will select a "Shift and Days Off pattern" from those available by Craft Seniority.
- B. At least twice a year (generally every six months), each bid area will have a "Re-bid for Shift and Days Off". At that time, each employee, in craft seniority order, will be permitted to select a shift and days off slot from the available openings.
- C. Work schedules will be posted by the Company at least 30 days before shift bidding starts, provided changes in flight schedules will permit. If changes are made to the posted work schedule less than 15 days before the start of bidding, the 30 day notice period will start again, provided changes in flight schedules will permit. Results of the shift bid will be posted by the Company at least seven days before its effective date. To minimize disruption of work schedules, the effective date of a shift bid will be the first day of a pay period.
- D. Employees on a job trial will be allowed to participate in the bid but still can be assigned any shift and days off for training purposes until the end of their job trial period.
- E. An employee on an extended occupational injury or sick leave who wants to participate in a shift bid must provide a physician's statement verifying a return to work date that is within 30 days of the effective date of the shift bid. Employees on other forms of leave similarly may bid provided they have a scheduled return date within 30 days of the effective date of the shift bid. Employees who do not return within 30 days of the bid's effective date will have their bids cancelled and upon return will be subject to placement on a shift by the appropriate supervisor.
- F. In order for an employee entering a bid area to participate in a shift re-bid occurring at approximately the same time, the new employee must have received written notification of the new assignment to that bid area; and have a reporting date on or before the effective date of the re-bid. In such cases, the incoming employee must personally present a written request to the supervisor of the bid area. At that time the employee will be permitted to select one of the available openings remaining at the time of such request as that individual's seniority will permit.

- G. Employees scheduled to work more than four or five consecutive days (depending on a 10 or 8 hour shift) in a work week, or more than eight or ten hours in a 24 hour period, during the transition to a new shift/days off schedule will be paid straight time.

CHAPTER 7  
REDUCTION-IN-FORCE

- A. Whenever the number of employees in a bid area must be reduced, the reduction will begin in the affected classification in that bid area in craft seniority order, and, if necessary, extend to other classifications and bid areas in accordance with the procedures below. The employee with the least craft seniority in the affected classification will be reduced first. During a reduction-in-force ("RIF") the company will "freeze" the system-wide preferential bid file no later than the day RIF notices are issued, and will not fill vacancies on the System by such bids until all RIFs are finally processed. Throughout the RIF process the company will maintain and keep sufficient documentation, whether electronically or otherwise, to permit an audit if requested by an affected employee.
- B. Employees who are affected by a reduction-in-force in their bid area may exercise their craft seniority to avoid an involuntary lay off at the Point ("LOAP") by exercising one of the options in paragraph F, below. The Point is normally defined as a station where employees working in classifications covered by the TOP are located, such as EWR or MCO. (A complete list of stations (Points) may be found in SCEPTR (FORSCIJCC, Category 9). If an employee fails to exercise his options within seven calendar days after written notification was either delivered in person, or within ten days after written notification was sent, Certified Mail, (Return Receipt Requested) to the current address on file with the Company, the employees will be placed on LOAP, absent extenuating circumstances.
- C. If employees are affected by a reduction-in-force because more senior employees exercise their craft seniority to displace them, those employees will also be entitled to exercise the options in paragraph F.
- D. If work is moved from one company location to another on a permanent basis (i.e. more than six months), resulting in a net head count loss at the location losing the work, the net number of affected Company employees shall have the option to exercise seniority to follow that work to the location or locations to which it is transferred, before vacancies are offered to other employees, including those with recall rights, or new hires, at the location or locations.

- E. During a reduction in force employees in affected stations or bid areas may request a voluntary lay-off at the point. Such requests will be granted in craft seniority order. An employee voluntarily placed on lay-off will not be eligible for recall for a period of one year. However, early return may be offered if all qualified employees at the point have been recalled. During that year employees on voluntary lay-off retain their right to submit preferential bids, as do employees on involuntary LOAP. Time spent on voluntary LOAP will not count for disciplinary purposes. (For example, under the attendance policy in Appendix C an employee with only one credit in his account at the time he takes voluntary LOAP will still have only one credit, upon his return to employment, for purposes of the attendance policy.)
- F. If employees have been given a Reduction-In-Force notice, they may choose any or all of the following options, and shall list them for the company in the employees' order of preference. However, in exercising these options an employee may not fill a vacancy or "bump" into a higher ranked craft or job classification.

#### Options At The Point

1. Remain at the Point by filling any existing VACANCY in their own craft, in an equal or lower job classification.
2. Remain at the Point by filling any existing VACANCY in any lower craft, in which they still hold craft seniority.
3. At the point, BUMP the least senior employee in their own craft, in an equal or lower job classification
4. At the point, BUMP the employee with the least craft seniority in any lower job classification in the same craft in their current bid area, if they have more craft seniority than the employee to be displaced.
5. At the point, BUMP the employee with the least craft seniority in any lower craft in which they hold craft seniority. If they hold craft seniority in two or more lower crafts at the Point, they must designate the lower craft into which they desire to bump.
6. Elect to take lay off at the Point (LOAP).

#### Options On The System

1. Fill an existing VACANCY anywhere on the System in their own craft, in an equal or lower job classification.
2. Fill an existing VACANCY anywhere on the System in any lower craft, in which they hold craft seniority.
3. BUMP the employee on the System with the least craft seniority in their own craft, in an equal or lower classification. (Under this option an employee must displace the most junior employee wherever that employee is located within the System.)
4. BUMP the employee on the System with the least craft seniority in any lower craft, in which they hold craft seniority. (Under this option an employee must displace the most junior employee wherever that employee is located within the System.)

To exercise any of the options above, employees must have the necessary prequalifications, as set forth in Chapter 3, which may include license requirements. If an employee is not prequalified to displace the employee with the least craft seniority, he may displace the least senior person he is prequalified to displace, provided the employee has more craft seniority than the employee to be displaced.

- G. Employees demoted due to a reduction-in-force will continue to accrue craft seniority in the craft from which they were demoted. Employees placed on LOAP will continue to accrue craft seniority in the craft, or crafts, from which they were furloughed for a period of five years, or their length of service, whichever is shorter.
- H. An employee who is to be laid off due to a reduction-in-force will be given a minimum of 14 calendar days written notice in advance of the effective date of the reduction-in-force. If 14 days' notice is not given the employee will be paid at his base rate for 80 work hours at straight time. An employee who is laid off will also receive full payment for unused vacation time credited from the previous year, as well as vacation accrued up to the time of lay off if required by state law. An employee on lay off will continue to have standard employee pass privileges for at least 30 days beginning with the effective date of his lay off. An additional 7 days' privileges shall be added for each year of company service that the employee has at the time of lay off.

- I. Each of the following geographical locations have two stations in very close proximity to one another, and by agreement are considered one Point.

IAH - HOU  
MIA - FLL  
LAX - SNA  
SIA - DEN

As a result, at these stations a special option is given to employees if they are unable to remain at their current station in the same job classification, by exercising the options in paragraph F, above. In that situation they may elect to bump the employee with the least craft seniority at the other station within the same Point (e.g. IAH-HOU), provided their craft seniority is greater than the employee being displaced.

If any other stations, in close geographic proximity, wish to likewise receive similar treatment as a single Point at least 50% plus one of the employees covered by the TOP at EACH affected station must support a proposal to include that combination as a single Point. However, once a single point is established it cannot be split unless it has been in existence for one year. Single point stations (e.g. IAH-HOU) may split, and become separate points, after an affirmative 50% plus one vote of the affected employees at EACH station.

CHAPTER 8  
RECALL PROCEDURES

- A. An individual has independent recall rights to every POINT and job CLASSIFICATION from which he was involuntarily displaced ("bumped") by application of the RIF rules in Chapter 7. Therefore, when a permanent vacancy occurs in either a newly created bid area, or an existing bid area, regardless of location, the recall procedures in this Chapter will be applied after Chapter 7's "follow your work" rule, but before that vacancy is subject to being filled by operation of the bumping procedures in Chapter 7, or the bidding procedures in Chapter 5.
- B. Recall to a permanent vacancy will be in craft seniority order, beginning with the most senior employee, among those employees who have recall rights to that vacancy, provided the employee has the qualifications for the job as set forth in Chapter 3. An employee does not have recall rights to a job classification higher than one he has ever held during his employment.
- C. An employee has recall rights to a vacancy at a POINT, including a station within a point, if:
  - 1. the vacancy is in a craft in which he holds craft seniority; and,
  - 2. the employee is currently on lay off at the point ("LOAP") where the vacancy exists; or,
  - 3. the employee is working at another station or base because he was involuntarily displaced from the point where the vacancy exists, in accordance with the bumping procedures in Chapter 7; or,
  - 4. in the case of points with two stations (e.g. IAH - HOU), the employee is working at one station because he was involuntarily displaced from the other station where the vacancy exists, in accordance with the bumping procedures in Chapter 7.
- D. An employee has recall rights to a vacancy in a job CLASSIFICATION if:
  - 1. he holds seniority in the craft in which the job is classified; and,
  - 2. the employee is working in a lower ranked classification at the point where the vacancy exists because he was displaced from the higher ranked classification at that point, or any other point, in

accordance with the bumping procedures in Chapter 7;  
or,

3. the employee is on lay off at the point where the vacancy exists and was displaced from the craft in which the job is classified, in accordance with the bumping procedures in Chapter 7.

E. An employee's recall rights to a point and job classification remain in effect throughout his active employment with the company. However, recall rights of furloughed employees expire after the period of time equal to an employee's length of service, or five years, whichever is shorter.

F. An employee will lose his recall rights to a POINT, including stations within a point, in the following circumstances:

1. Being awarded a vacancy in the same classification at a different point, or station within a point, under the voluntary bidding procedures in Chapter 5.
2. Refusing recall to a point, or station within a point, in the highest job classification to which he has recall rights. However, refusing recall to the same or a lower classification does not result in loss of recall rights to a point, or a station within a point.

G. An employee will lose his recall rights to a job CLASSIFICATION in the following circumstances:

1. Refusing recall to a higher classification at the point where the employee is assigned and working. However, such refusal will not result in loss of whatever recall rights to that classification an employee may have at other points. (For example, a lead technician reduced from LAX, and working as a technician at EWR, may refuse recall as a lead at EWR while retaining his recall rights as a lead at LAX.) Likewise, an employee working at one of two stations within a single point does not lose recall to a higher classification by declining recall offered at the other station. (For example, a technician at HOU does not lose lead technician recall at HOU because he declined lead recall to IAH.)
2. Refusing recall to another point in the same classification in which the employee is working. (For example, a technician reduced from LAX, and working in that classification at EWR, will lose his technician recall rights at LAX if he refuses recall there as a technician.)

3. Refusing recall, while on furlough, to a classification in which a laid off employee has recall rights. In that event the employee will lose his recall right only to the job classification for which he declines recall.
- H. Regardless of the provisions of paragraph G, above, an employee who is on lay off at the point may refuse a temporary recall of less than 180 days without loss of recall or employment rights.
  - I. To maintain eligibility for recall, furloughed employees must keep a current address and phone number on file with the company. An employee will be administratively terminated, absent extenuating circumstances, if written notice of recall is undeliverable at his last address of record; if he fails to accept recall from furlough within 14 calendar days of receipt of notification; or if he fails to report to work within 14 calendar days after acceptance of recall. Company notification shall be by mail, return receipt requested, and by the company's voice mail system for 30 days, through the cooperative efforts of management and the System Council.
  - J. In the event of administrative termination due to failure to accept recall, or to report after acceptance of recall, written notice of that action by the company will be sent by mail, return receipt requested, to the employee's last address of record.

CHAPTER 9  
HOURS OF SERVICE AND TRADE DAYS

- A. The normal work week consists of five consecutive work days, followed by two consecutive days off. The normal day is eight hours of work with a 30 minute unpaid meal period. A ten minute rest period will be given during the first half of the shift and another ten minute rest period will be given during the second half.
- B. In certain locations the normal work week consists of four consecutive work days of ten hours per day, with an unpaid thirty minute meal period, followed by three consecutive days off. Two ten minute rest periods and one five minute rest period will be given during the ten hour shift.
- C. Starting and ending times of each shift, whether eight or ten hours, will be posted at the time of each shift bid and will under ordinary circumstances remain unchanged until the next shift bid. Should the starting time be changed by more than one hour in either direction, all shifts in that bid area will be re-bid.
- D. Absence from duty caused by the following will be treated as shown:

1. Adverse Weather Conditions - Facility Open

In any location the General Manager, Director or Division Head may declare the day an "Inclement Weather Day." On an Inclement Weather Day an employee will be allowed to report for work up to 60 minutes late with no loss of pay for absence/tardiness. An employee arriving later than 60 minutes after the beginning of the shift will be paid only for the actual hours worked. In neither case will an employee be charged with an absence for purposes of the Attendance Policy in Appendix C.

Occasionally an employee is delayed or absent due to severe weather conditions. If an employee is unable to report to work, he will not be paid for that day, nor will he be charged with an absence for purposes of the Attendance Policy, but will be allowed to make up the day using a method determined by the Department Head. Methods include using accrued compensatory time, making up the time on a designated "make-up" day or making up the time within a period determined by the Department Head.

In departments that operate seven days per week or allow day at a time vacation, the employee may be allowed to use a holiday or a vacation day to make up missed work.

The employee who is scheduled and does report to work on time will be entitled to full pay for the day unless the employee is not needed and voluntarily takes the day without pay (AUTO).

**2. Adverse Conditions - Facility Closed**

When the decision to close a facility is made before the start of a shift, the Company will try to notify employees not to report to work. An employee who misses work due to a facility closure will be paid for the hours missed for the first day. After the facility has been closed, the Division Head will determine when the facility can expect to reopen and how pay and/or make-up hours will be handled.

Occasionally, a Division Head or designated representative will close a work location. This may be due to natural causes such as severe flooding or hurricane warnings which threaten danger to the employees. It may also occur because of power failure, loss of water or restroom facilities.

At locations that have more than one shift assigned to work, the decision to close may apply to only one shift. When the decision is made to close a facility during a shift, an employee who is at work at the time of the decision will receive pay for the remainder of the scheduled shift.

Absence due to a facility closure will not be counted as an absence for purposes of the Attendance Policy.

- E. Employees may agree among themselves, qualifications permitting, to: (1) trade one or more of their days off with each other ("day trade"); (2) exchange shifts on the same day, or another day ("shift trade"); or (3) work in place of another employee without the other employee doing likewise ("one way trade").\* If one employee is on ten hour shifts and the other employee is on eight hour shifts, then both employees will work each other's assigned shifts. The foregoing trades may result in an employee working more than four days (in the case of 10 hour shifts) or five days (in the case of 8 hour shifts) in a work week, and/or more than eight or ten hours, as the case may be, in a twenty-four hour period. In all such cases those employees will be paid straight time.
- F. Employees who agree to make a specific trade should fill out and sign a form stating the dates and times of the trade. That form must then be submitted to the appropriate supervisor who shall acknowledge receipt of it with his signature, even though his approval of the trade is not required. Each of the employees is then responsible for his own attendance on the dates and times of the agreed trade. Upon reporting for work, a trading employee must give the appropriate supervisor the name of the employee whose place he is taking.
- G. However, an employee who orally arranges for a trade without filling out the appropriate form, and without obtaining a supervisor's written receipt, will be held responsible for his own attendance and that of the other employee agreeing to the trade.
- H. If it is necessary to temporarily transfer an employee from one shift to another, the supervisor will ask for a volunteer. If no one volunteers, a qualified employee will be selected by the supervisor by reverse craft seniority.

\* One way trades are limited to two days per two week pay period, unless otherwise authorized by the appropriate supervisor.

## CHAPTER 10

### PAY RULES AND OVERTIME

- A. Employees are paid for actual time worked in hours and fractions of an hour properly reported and verified. An employee may be required to punch in and out at time clocks. Employees who are late for work will be docked on an actual minute basis after the first six minutes, adjusted to the nearest one-tenth of an hour. Repeated cases of tardiness may result in disciplinary action under the attendance policy.
- B. Payroll checks will be distributed to employees during working hours on pay day. It will cover work performed in the previous pay period. If a pay day falls on a Company recognized holiday, the employees will be paid on the previous day. While most employees will be paid on a bi-weekly basis, weekly pay periods are used when state laws require.
  - 1. The weekly pay period begins on Friday and ends on the following Thursday. Checks for that pay period are issued seven (7) days later on Thursday.
  - 2. In California the bi-weekly pay period begins on Saturday and ends on Friday (total of 14 days). Checks for that pay period are issued seven (7) days later on Friday.
  - 3. All other employees will be paid on a bi-weekly pay period which begins on Monday and ends on Sunday (total of 14 days). Checks for that pay period are issued ten (10) days later on Wednesday.
- C. Hourly Base Rate of Pay
  - 1. An employee's "hourly base rate of pay" is determined by a combination of a "basic hourly rate" and any of the premiums listed below to which the employee is entitled.
  - 2. Employees temporarily transferred to work in a higher classification will be paid the higher rate for all hours worked in the higher classification with a minimum of one hour. Employees temporarily transferred to work in a lower paid classification will receive their regular base rate of pay.
  - 3. THE CURRENT BASIC HOURLY RATES AND ALL PREMIUMS ARE SHOWN IN APPENDIX A.

D. Basic Hourly Rate

A "basic hourly rate" for each classification is included in Appendix A of the TOP. The rate increases within a classification are based on an employee's length of service with the Company. The increases become effective at the beginning of a current pay period if the employee's anniversary date falls in the first, or only, week of the pay period. If the anniversary date falls in the second week of the pay period, the increase will become effective at the beginning of the next pay period.

E. Shift Premiums

Employees assigned to a shift which starts after 5:59 P.M., but before 5:59 A.M., will receive a 25 cents per hour night shift premium for all hours paid. Employees assigned to a relief shift which includes more than one shift will receive the highest premium of the shifts worked for all hours paid. An employee who is assigned a regularly scheduled shift which is subject to a shift differential will continue to receive the applicable shift differential during an excused absence from duty with pay.

F. Market Adjustment Premium

An employee regularly assigned to a station which is eligible for a market adjustment as identified in Appendix A, will receive a "market adjustment" premium for all hours paid.

G. License Premium

The term "license" shall mean the license or certificate of competence which is now, or in the future may be, required by the Federal Aviation Agency, or any other governmental agency authorized by law to require and issue licenses or certificates of competency to technicians, or any other certificate of competency recognized by the Company as a license.

All Technicians, Lead Technicians and Inspectors in Technical Operations who possess an "Airframe (A)", Powerplant (P)", or and "FCC General" license, will receive a license premium for all hours paid as set forth in Appendix A.

H. Line Premium

The Company pays a line premium for all employees who are required to work outside in the elements. In determining which employees are entitled to this premium the following rules apply:

1. Any employee whose primary duties are performed outside a shop or hangar, will receive a line premium for all hours paid;
2. Any employee whose primary duties are performed inside a shop or hangar, will receive a line premium only for hours actually worked outside a shop or hangar.

I. GSE Premium

If an employee is a Technician, GSE Coordinator, or Lead Technician assigned to a GSE bid area, he/she is eligible to receive a GSE premium. If he/she qualifies under the program offered in his/her bid area, he/she will receive this premium for all hours paid.

J. Facilities Maintenance Premium

If an employee is a Technician or Lead Technician assigned to a Facilities Maintenance bid area, he/she is eligible to receive a "Facilities MX Premium" if offered in that bid area. If the employee qualifies to receive such a premium, he/she will receive the premium for all hours paid.

K. OVERTIME

1. All time worked over a normal eight or ten hour shift, exclusive of meal periods, shall be considered overtime. Overtime will be paid at time and one-half. Overtime will be computed on an actual minute basis, adjusted to the nearest one-tenth of an hour, with a minimum of one half hour overtime at the applicable rate.
2. Time and one-half will be paid for the hours worked on an employee's scheduled days off, provided that the employee has been paid 40 straight time hours in that week. Employees who are called to work on a scheduled day off will be paid for no less than four hours at the applicable rate.

3. Employees recalled to work after completing their regular shift on a given day will be paid at the applicable overtime rate for all recall hours worked, but in no case shall he be paid less than four hours at the applicable overtime rate.
4. An employee who is recalled to work, as described above, or who is required to work more than sixteen hours in a day, and who does not complete his work within eight hours of the regular starting time for his next shift, shall be given the option of returning to work at his regular starting time or taking an eight hour rest period. If an employee returns at his regular starting time, without taking an eight hour rest, he will remain at the time and one half rate for all hours worked on that shift. However, a supervisor may request for safety reasons that such employee remain home, or if already at work go home, for a full rest period, in which case the employee will also be paid at the time and one half rate for all hours of next his shift, including time lost to take a rest period. Alternatively, if an employee does elect to stay home for an eight hour rest which extends into his next shift, and thereby is not able to work a complete shift, he will be compensated for such time lost at his regular base rate. Examples of this rule's application include:

Example 1 - An employee finishes work at midnite and elects to work his regular shift which begins at 6:30 A.M. the next morning. That employee will be paid time and a half for all hours he works that day because he has not had an eight hour rest period between shifts.

Example 2 - An employee returns from an emergency field trip at 9 P.M and is scheduled to start his regular shift at 11:30 P.M that same night. His supervisor sends him home for a full eight hour rest period. The employee will be paid time and one half for the hours he misses from his shift because of the rest period, as well as time and one half for all the hours he actually works during the shift.

Example 3 - An employee finishes work at 8 A.M. and starts his regular shift at 2:30 P.M. that same day. Before completion of his shift at 11 P.M. the employee is sent home for rest

by his supervisor. The employee will be paid time and one half for the entire shift even though he did not complete it.

Example 4 - An employee finishes work at midnight and elects to report for work at 8 A.M. the next morning even though his shift starts at 6:30 A.M. The employee will be paid straight time for the entire shift, including the 1 1/2 hours he missed because of his decision to take a full eight hour rest between shifts.

5. An employee required to work two continuous hours or more, either before or after regular hours, shall be afforded a thirty minute paid meal period. If the meal period is not taken the employee will receive thirty minutes additional pay beyond the punch out time. For each additional four hour period of continuous overtime service an employee will be allowed thirty minutes paid time to eat within the following hour. Time taken for such meals will not break the continuous service period.
6. Whenever possible the Company shall give at least four hours advance notice of contemplated overtime.
7. All overtime shall be distributed equally among the employees. Each station or bid area, as appropriate, shall develop their own rules to implement the equal sharing of overtime. Any such rules shall not be implemented until they have been approved by the Local Employee Council and submitted to local management.
8. Except in an emergency, an employee will not be required to work overtime against his wishes provided the station has developed rules to ensure that a method exists to provide overtime coverage when needed. Servicing of late flights, the performance of work necessary to meet flight schedules or the protecting of Company property against the elements will be considered an Emergency.
9. Where state laws require a deviation from these overtime rules, modified overtime rules will be posted in the workplace.

## CHAPTER 11

### VACATIONS AND HOLIDAYS

#### A. VACATION POLICY

1. All employees are eligible for paid vacation. The rate at which an employee accrues vacation (5 days per year, 10 days per year, or 15 days per year) is based on the employee's completed years of Company Service. The number of days an employee actually accrues, to be used in the next year, is based on the employee's accrual rate and the number of months the employee is actually paid in the current year.
2. **Accrual Schedule** - The number of vacation days an employee actually receives will be based on his/her accrual rate and the number of months the employee actually works in the prior year. The employee must be at work, on paid sick leave, on paid occupational injury leave, on vacation, or on a Company offered leave of absence for more than one half of a month in order to be considered to have worked the month for vacation accrual purposes.

The number of vacation days earned based on the rate of accrual and months worked is shown in the chart below:

Months of Service Prior to January 1	Maximum Regular Vacation		
	5 days	10 days	15 days
12	5	10	15
11	5	9	14
10	4	8	13
9	4	7	11
8	3	7	10
7	3	6	9
6	2	5	8
5	2	4	6
4	2	3	5
3	1	3	4
2	1	2	3
1	0	1	1

3. Starting January 1 after an employee's year of hire, an employee's rate of vacation accrual is based on the employee's years of Company Service as follows:

<u>Completed years of Company Service as of January 1st.</u>	<u>Vacation Days Received in the Current Year</u>
0-1 years	Up to 40 hours
2-9 years	80 hours
10 years or more	120 hours

4. Employees hired on or before the fifteenth of the month will receive vacation credit for that month. Those hired after the fifteenth of the month will receive vacation credit beginning the first day of the following month.
5. An employee, who is scheduled for vacation during a time when the employee would ordinarily receive a paycheck, may receive a paycheck or a payroll advance before the vacation by submitting a request, with department head approval to Payroll. Payroll needs a minimum of five working days for processing advance paycheck requests.
6. Employees working on schedules other than five day work weeks will be paid for vacation based on 40 hours per work week. Employees are compensated for earned vacation in proportion to their normally scheduled work week in effect at the time they take their vacations.
- Example: A full-time employee working a four day, ten hour schedule will receive four days (40 hours) of paid vacation.
7. An employee who leaves the Company either voluntarily or involuntarily will receive full payment for unused vacation time credited from the previous year, as well as vacation accrued in the year of separation, if the latter is required by state law.
8. Employees must be employed on January 1 of the following year to be paid for vacation earned the prior year. If an employee is on LOAP as of January 1 and subsequently accepts recall, that employee will be entitled to use vacation time accrued in the previous year.
9. An employee who has not completed six months of Company Service is not eligible for vacation pay upon termination.

10. In the event of the employee's retirement, permanent disability or death, current year accruals will also be paid.
  - (a) When an employee leaves between the first and the fifteenth of the month, vacation credit will accrue up to the end of the previous month.
  - (b) When an employee leaves between the sixteenth and the end of the month, vacation credit will accrue up to the end of the month which the employee leaves.
11. An employee may carry over into a succeeding year any unused non-flex vacation, subject to approval by the Department head, or his designee.

**B. VACATION BIDDING**

1. Each bid area will post a separate vacation schedule for the following year before November 1. In any bid area with more than 50 employees, a separate schedule may be posted for each shift if there are at least 15 employees on that shift.
2. Once the bidding is completed, the vacation listing will be posted before December 15th.
3. In each vacation bidding group, the supervisor will determine the total number of vacation weeks to be taken including regular earned vacation, "flex" vacation and deferred holidays from the previous year (November 1 to November 1). For determining the weeks to be bid, two days or less will not be considered as a week.
4. If the total number of weeks to be taken is less than 49 weeks, only one person will be awarded a vacation in any given week (considered as a column).
5. If the total number is greater than 48 weeks, a full column will be available for bidding each 48 weeks, and if necessary, a partial column will be available for any remaining weeks in the last column. This method is used to avoid scheduling more people than necessary to be on vacation in any specific week.

6. Employees select their vacation periods based on adjusted Company Service Date. On the initial round of bidding, an employee will be contacted when it is time to bid. After reviewing the remaining weeks open to bid, the employee may bid one continuous vacation period which may include all or any portion of the vacation to which the employee is entitled. However if the employee is eligible for less than 10 working days the employee may not split the employee's vacation.
7. Once an employee is eligible for 10 working days or more, the employee may split the employee's vacation into separate periods of complete weeks and if a partial week remains, it will be taken in conjunction with one of the employee's complete weeks.
8. Once each employee has had the opportunity to bid, additional rounds of bidding will be permitted following the same procedure used on the initial round.
9. If an employee does not bid when notified to do so, the employee will not be given the opportunity to bid until the next round. If the employee fails to bid, any open weeks may be assigned by the supervisor to grant the earned vacation after the bidding is completed.
10. If an employee is a member of the Military Reserve and will attend a two week training assignment during the bid year, the employee may set aside one or two weeks of vacation to be taken during the employee's military leave period.
11. An employee may also designate one to 10 days to be taken as vacation-day-at-a-time as outlined under "Vacation-Day-At-A-Time" procedures. (see below)
12. Although vacation weeks are bid using the Sunday date, the actual vacation begins following the scheduled days off in that week except that employees with Friday and Saturday or Saturday and Sunday will start their vacation in conjunction with their days off at the beginning of that week, unless the employee and the supervisor agree otherwise.

C. VAC-DAT (VACATION-DAY-AT-A-TIME)

1. An employee may elect to designate one to 10 vacation days to be taken a day at a time. The employee must designate the number of VAC-DAT days during the vacation bidding in November.

2. During the year, subject to the needs of the service, the employee may request VAC-DAT for a specific day or sequence of days if the employee has VAC-DAT available. Requests may not be submitted more than 60 days in advance, but should be made at least 72 hours in advance.
3. Once a request has been properly made and approved by the employee's supervisor, the VAC-DAT must be taken as scheduled unless agreed to otherwise by the employee and the supervisor.
4. VAC-DAT cannot be scheduled on a holiday. Further, VAC-DAT cannot infringe on any existing rules regarding a holiday.
5. All VAC-DAT must be used by December 31st. Accordingly, on October 1st of each year the area supervisor shall post a list of VAC-DAT time still available for employee use before the end of the year as well as a list of employees with unused VAC-DAT time. If an employee's VAC-DAT is not used by the year end, the supervisor may elect to pay the employee for his vacation days, or may schedule him off in the following year, subject to the needs of the service. VAC-DAT days which are Flex vacation cannot be carried over to the following year.

D. CHANGES TO THE POSTED SCHEDULE

1. If necessary, additional columns or partial columns will be opened during the year to accommodate additional vacations because of an increase in complement or changes in the work group which increase the number of weeks to be taken unless those weeks can be accommodated in the existing columns. In all other cases, any open week on the vacation schedule will be available for employees within the vacation bid group who wish to switch their scheduled weeks of vacation. An employee must notify the supervisor at least two weeks prior to the employee's scheduled vacation period or two weeks prior to the effective date of the vacation period the employee wished to select, whichever occurs first. The request must be made in writing. If the employee is the most senior employee to make such a request, the supervisor will approve the change and the posted vacation schedule will be revised accordingly.

2. Any vacation period vacated on the vacation schedule will remain open for 72 hours prior to being awarded to the senior eligible bidder within the vacation group. In the bid areas where vacations are bid by shift, no vacation will be bid for 72 hours after shift bid change. Then the senior eligible bidder on the shift or coming on the shift will bid first.
3. Employees transferring into or returning to a vacation bid group with unused vacation to be scheduled must use available periods in all regular columns before reopening partial columns and will not be permitted to bid in a new column unless all other alternatives have been exhausted.

E. HOLIDAYS

1. Employees covered by the TOP will observe the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
2. For holiday staffing purposes, all employees regularly scheduled for duty will be expected to report for work on their regularly scheduled shift. If reduced staffing is authorized, the number of employees required per shift and classification will be posted at least 15 days before the holiday. Within 5 days of posting employees must indicate in writing their preference to work or receive the day off. If there are insufficient volunteers to work the holiday, awarding of the day off will be in craft seniority order, beginning with the most senior employee, and will be posted three days before the holiday. On the other hand, if there are more volunteers to work than are needed for holiday staffing purposes, assigning of the day off will be in inverse craft seniority order, beginning with the most junior employee (including probationary employees).
3. If an employee works on a holiday he will be paid time and one-half his base rate for all hours worked in addition to eight or ten hours, depending on his regular schedule, of straight time holiday pay.

4. If a holiday falls on an employee's regularly scheduled work day and the employee is excused from working that day, the employee will receive eight hours pay at the employee's base rate if the employee's regular schedule is eight hours and ten hours pay at the employee's base rate if the employee's regular schedule is ten hours.
5. If a holiday falls on an employee's regularly scheduled day off the following will occur:
  - (a) subject to work schedules, the employee will be given another day off immediately before or after the employee's regularly scheduled days off with eight or ten hours pay at the employee's base rate or,
  - (b) the employee will receive eight hours pay at base rate for the actual holiday, regardless of whether the employee works an 8 or 10 hour shift, if the employee is not given an additional day off.
6. An employee may defer his eight or ten hours of holiday pay for use as an additional VAC-DAT in the current year, or as an additional vacation day in the following vacation year. However, the employee's supervisor has the discretion to pay the employee instead of deferring time off until the next year.
7. A day will be added to an employee's vacation for each holiday that falls within an employee's vacation.
8. If an employee is on paid leave (sick leave, occupational injury leave, jury duty, death-in-the-family), the employee will receive holiday pay, but the employee will not receive any leave pay.
9. If an employee calls in sick on a holiday that the employee is scheduled to work, the employee will be treated as follows:
  - (a) The employee will receive eight hours holiday pay at base rate if the employee's regular schedule is eight hours and ten hours pay at base rate if the employee's regular schedule is ten hours.
  - (b) No sick bank time will be deducted or paid for the holiday.

(c) The absence will be an accountable instance for attendance purposes. Subsequent contiguous absences due to illness will be considered the same instance.

10. When an employee is scheduled to work a holiday and does not report, other than for reasons of sickness, holiday pay will not be paid.
11. Trading on holidays is permitted in accordance with the provisions of Chapter 9, with the following qualification. An employee who works on a holiday will be paid time and one-half for all hours worked. He also is eligible to receive his own straight time holiday pay for that day, but not the straight time holiday pay of the employee with whom he traded.

G. RELIGIOUS HOLIDAYS

The Company recognizes that certain employees will request time off to observe a religious holiday.

1. Employees who wish to take time off for a religious holiday should first attempt to arrange their work schedule so that they will not have to work on the religious day. If approved by the supervisor, the employee may arrange to work on one of the established holidays in substitution for time off granted to observe a religious holiday.
2. Employees unable to make alternate arrangements should notify their supervisors in writing at least two weeks before the day they wish to be absent. The Company will accommodate a request for time off when the needs of the operation permit. Such time off will be without pay. The Company may require the employee to work a different shift or day.

## CHAPTER 12

### SICK LEAVE, OCCUPATIONAL INJURY PAY AND WORKERS COMPENSATION

#### A. Sick/Occupational Injury Pay

The purpose for providing paid sick/occupational injury time is to provide the employee the necessary time off to recuperate. An employee on paid sick /occupational injury leave, may not accept employment or receive pay for services from any other organization without prior written approval from the employee's supervisor/manager and Employee Relations.

#### B. Definitions

1. Sick Pay - is pay to an eligible non-probationary employee who cannot perform the employee's regular duties because of sickness (physical or psychological) or non-occupational injury, including maternity. Sick pay may also be utilized when an employee's presence would jeopardize the health of others because of exposure to a contagious disease. Sick pay does not cover time for routine physical examinations or dental check-ups. Pay during a period of sick absence will be based on the employee's base rate and scheduled hours.
2. Occupational Injury Pay - is pay to an eligible non-probationary employee unable to work because of an injury on the job at Continental. The injury must be one that is covered by the applicable state Worker's Compensation law and verified in writing by the treating physician. Pay during a period of occupational injury absence will be based on the employee's scheduled hours. Pay received from the Company for an occupational injury, will be at a rate equal to the employee's base rate, reduced by the amount of Worker's Compensation Temporary Disability Pay, which will be received directly by the employee from the Company's insurance carrier, or the state.
3. Worker's Compensation Temporary Disability Pay - is pay to an eligible employee unable to work because of an injury on the job at Continental. The injury must be one that is covered by the applicable state Worker's Compensation law and verified in writing by the treating physician. Pay during the period of occupational injury absence is based upon a seven-day work week, whether or not an employee is scheduled to work.

Payment for occupational injury by the Company's insurance carrier, or the state, is generally set at a percentage of the employee's average weekly wage. However, this rate and the maximum weekly payment may vary from state to state. Occupational injury pay (described above), is used to make up the difference between Worker's Compensation Temporary Disability Pay and the employee's base rate of pay.

4. State Mandated Benefits - are disability income benefits required by law in certain states. State mandated benefits may require payments from an outside source. In no event may an employee be entitled to state mandated benefits and sick/occupational injury pay in excess of the employee's normal pay rate. Adjustments to reimburse any excess compensation may be made by payroll deduction after the employee has received notification of the intent to do so. Any such adjustments will not result in restoring those hours to the employee's accrued sick/occupational injury pay credits.

C. Sick and Occupational Injury Accrual

Full time employees accrue eight hours of sick pay credits and eight hours of occupational injury credits, for each month that an employee is in a paid status, up to a maximum of 1000 hours for sick pay and a maximum of 700 hours for occupational injury pay (See Appendix E).

D. Commencement and Payment of Paid Sick Time

Sick time is paid based on the number of hours in the employee's regular work schedule. Pay will be at the employee's normal rate until his/her sick bank has been exhausted.

E. Commencement of Paid Occupational Injury Time

Occupational Injury Time is paid based on the number of hours in the employee's regular work schedule. An employee's failure to report an injury to the employee's supervisor at the time of the occurrence, may result in an employee not being paid for the first eight hours of each continuous absence. However, a Manager or Director has the discretion to pay for the first day of occupational injury based on the individual circumstances.

For the second day and thereafter, occupational injury pay will normally begin; however OJI pay cannot commence until the employer's First Report of Injury (State Form) has been completed and a copy has been submitted to Payroll. No deduction will be made from the occupational injury bank if the first day is unpaid.

F. Combining Sick Time and Occupational Injury

Employees may not use occupational injury credit to extend paid sick time. However, if an employee exhausts occupational injury credit, sick pay credits may be used to extend occupational injury time.

G. Exhaustion of Sick Time/Occupational Injury Pay

When an employee exhausts all paid sick/occupational injury time, the employee will be placed on involuntary leave of absence without pay. An employee will not accrue sick pay credits or occupational injury pay credits while on an involuntary leave of absence.

H. Physical Examinations

Continental may require an employee to submit to a physical examination by a Company approved physician. This may be requested to verify the employee's illness, disability, occupational injury, fitness for duty or release to duty. The cost of this examination will be borne at Company expense. In addition, an employee will be pay protected for time lost because of said examination if he is at work.

I. Travel While on Sick/Occupational Injury Status

Employees on sick or occupational injury status may not use their own or another employee's pass privileges or reduced rate travel for personal travel unless written permission is secured in advance of the travel from the appropriate supervisor and Human Resources Manager, which will not be unreasonably withheld. Eligible family members (and buddies if accompanied by the employee's spouse or other eligible family pass rider), are permitted to travel while the employee is in a paid status. When an employee's status changes to "unpaid" (i.e., an employee has exhausted sick/occupational injury pay), eligible family members may continue to travel for 30 days from the date the employee is placed on unpaid status. This is to allow time for family members to return from trips in progress and/or be notified that the employee's status is reflected as "Inactive" so that alternate or delayed travel arrangements may be made.

J. Occupational Injury Pay

1. **Eligibility** - To be eligible to collect occupational injury pay, an employee's disability must be covered by the state Worker's Compensation laws applicable to the employee's base, station or work site. The employee must also provide a medical doctor's written verification of disability by occupational injury.
2. **Limited Duty** - If an employee is unable to return to full duty after an on-the-job injury, but is capable of performing work within the employee's physical restrictions, Limited Duty assignments may be available.
3. **Payments** - Occupational injury payments will be made directly to the employee by the Worker's Compensation carrier (or the state) in the amount equal to the statutory requirements. Payments will be made to the employee, by the Company, in the amount calculated to be the difference between the employee's regular base pay and the statutory payment amount, until such time as the employee's occupational injury and (if elected) sick hour credits are exhausted. After the employee has returned to work and OJI payments have ceased, (from both the Company and the third party), a reconciliation will be performed to determine that the employee was appropriately paid during this period. Final adjustments will then be made. If the Company establishes that the employee was overpaid, arrangements will be made with the employee for prompt recovery. If the employee believes that the employee was paid improperly after all adjustments have been made, a pay inquiry will be initiated.
4. **Denial/Investigation of Worker's Compensation Claims** - Company OJI payments will not be made under the following circumstances:
  - (a) If there is a controversy as to whether or not the injury is compensable, or
  - (b) If the claim is denied.

Other benefits such as sick pay or vacation pay may be used for the employee. If an injury is deemed eligible for weekly pay at a later date by the carrier, the OJI payments will be retroactive and the necessary adjustments/changes will be made.

**K. Limited Duty**

1. **Policy** - An employee who sustains an occupational injury and is temporarily unable to perform the full duties of that employee's job for medical reasons, may return to a Limited Duty assignment. Specific guidelines apply. (see below)
2. **Eligibility** - The employee must provide a treating and/or consulting physician's statement that the employee's physical limitations are not expected to restrict the employee from regular work duties for more than 90 days. Work of economic benefit to the Company must be available. The employee must be capable of working within the doctor's written restrictions.
3. **Limited Duty Requirements**
  - (a) Limited Duty assignments may last as long as 90 days. One 30-day extension may be allowed with the treating and/or consulting doctor's approval.
  - (b) An employee may not be in Limited Duty status for more than 120 days for the same injury. An employee whose restrictions are not removed after 120 days of a limited duty assignment will be returned to either paid Sick pay, paid Occupational Injury pay or Occupational Injury (unpaid) Leave status.
  - (c) Employee participation in Limited Duty is mandatory, if the treating and/or consulting physician releases the employee for Limited Duty, work is available within the identified restrictions, and the Company directs the employee to do Limited Duty. The Company is not required to offer Limited Duty assignments in all cases.
  - (d) Once the treating and/or consulting physician issues a full release, the employee on Limited Duty must return to normal job duties immediately.
  - (e) An employee who has incurred a permanent disability, will receive consideration for return to duty under the Company's policies, regarding reasonable accommodation for individuals with substantially limiting disabilities, rather than under this policy.

That is, an employee who has suffered an occupational injury and who has medical restrictions defined as permanent and stationary and is unable to perform the employee's normal duties, will be given consideration for other available work that does not exceed the employee's restrictions. For the purpose of this section, once a limitation defined as permanent and stationary is recognized by the Worker's Compensation Board, it cannot be removed by any other physician, unless the Company agrees to accept the diagnosis of another physician.

- (f) An employee assigned Limited Duty will be paid at the employee's regular base rate even if the Company would pay otherwise a lower rate for the assigned work.

**L. Effects on Employee Benefits/Privileges/Attendance Record**

1. **Seniority** - Seniority is not affected while an employee is on Limited Duty assignment.
2. **Overtime** - Overtime is not available to Limited Duty employees.
3. **Trade Days** - An employee on Limited Duty assignment is not permitted to trade days off.
4. **OJI** - The employee's Limited Duty hours will be paid as regular hours and will not be deducted from the employee's OJI bank.
5. **Attendance** - An employee will generally be held accountable for attendance and tardiness while on Limited Duty assignment.
6. **Travel Privileges** - Pass and reduced-rate travel are available to the employee and the employee's eligible pass travelers when the employee is returned to the payroll.
7. **Vacation, Sick and Occupational Injury Accruals** -  
During a Limited Duty assignment, accruals are credited as if the employee were at the employee's regular assignment.
8. **Transfers** - Transfers are not available to employees on Limited Duty.

## CHAPTER 13

### ABSENCE FROM WORK AND LEAVES OF ABSENCE

- A. An employee who is unable to report for work for any reason must notify the employee's supervisor in advance, whenever possible. An employee who does not have prior written permission may not be absent except for sickness, injury or other causes beyond the employee's control.
- B. An employee who must be absent, and who has not received prior written permission, must notify the supervisor on duty or the supervisor's designated representative before the starting time of the employee's shift on the first day and must give the reason for the employee's inability to report for work. Unless excused by the employee's supervisor or the supervisor's designee, the employee is required to notify the employee's supervisor or the supervisor's designee of the employee's absence with explanation each day the employee is absent. Proper notification occurs when the supervisor or supervisor's designee has been contacted directly by the employee and given the reason why the employee is unable to report for work.
- C. An employee is subject to discharge if absent from work two consecutive days without notifying the Company of the reason for the absence. Notification occurs when an employee notifies directly the employee's supervisor or the supervisor's designee.
- D. It is an employee's responsibility to complete and submit an Absence From Duty Report (P-138) to the employee's supervisor for each absence from duty. This report must be turned in on the first day of an employee's return to work unless it was completed in advance of the absence.
- E. Return to Work
  - 1. An employee on an authorized leave of absence of over 30 days, must notify the employee's supervisor in writing at least 14 days in advance of the employee's expected return.

2. If an employee returns from a leave of absence of 90 days or less and the employee's position has been filled, the employee may exercise his seniority in the following order:
  - (a) In the bid area assigned prior to the leave.
  - (b) At the point located prior to the leave.
3. The Company has the right to verify the fitness of an employee to return to work after any absence by having the employee examined by a Company approved physician.

**F. Authorized Leave**

**1. Personal Convenience**

Employees may request short term leaves of up to one week off for personal convenience reasons subject to the needs of the service. Such requests will not be approved until 72 hours prior to the day requested. If the Personal Convenience time is approved by the supervisor, such time will not be counted as an absence for disciplinary purposes.

**2. Personal Emergency - Death or Critical Illness in the Immediate Family**

When a death or critical illness (impending death) occurs in an employee's immediate family, the employee will receive four working days off at straight time pay. For the purposes of this policy, the immediate family includes the following:

- a. the employee's
  - 1) spouse
  - 2) children
  - 3) parents
  - 4) sister
  - 5) brother
  - 6) grandparents
  - 7) grandchildren
- b. parents of employee's spouse
- c. dependents living in the household

While no more than two instances of Personal Emergency time will be paid per individual family member for the period of employment, additional time off without pay will be made available to employees covered by the Family and Medical Leave Act, if requested. Otherwise, such additional time off without pay is within the discretion of an employee's supervisor.

Personal Emergency time is not charged against an employee's sick bank, nor counted as an absence for disciplinary purposes. Personal Emergency time does not disqualify an employee from the Attendance Recognition Program.

### 3. Jury Duty

The Company recognizes jury duty as a civic responsibility and will release employees for jury duty. The employee will not suffer any loss of pay for jury duty. The employee may retain payment received for jury service. An employee who gets a jury summons must submit a copy of it to the employee's supervisor.

An employee on jury duty for three days or more will be scheduled to work a day shift with Saturdays and Sundays off during jury service. If the employee is temporarily released from jury service for a calendar week or more, the employee's regular shift will be reinstated with Saturday and Sunday off.

When jury duty is completed, the employee must furnish the employee's supervisor with court validated "Statement of Attendance" indicating the dates on jury duty.

4. Witness Service

An employee who appears as a witness in a legal proceeding at the request of the Company will be paid during witness service. Procedures will be the same as those for jury duty.

An employee who serves as a witness in other legal proceedings will not be paid, unless he is compelled by subpoena to testify in criminal proceedings.

5. Company Offered Leaves (COLA)

- (a) Company Offered Leaves may be posted for bid at the Company's option whenever a furlough situation exists. Company Offered Leaves may not be taken by employees who are being furloughed. They will be granted in bid seniority order.
- (b) Outside Employment - Outside employment will be allowed during a Company Offered Leave. The employee must notify the employee's supervisor in writing of any outside employment. If the question of potential conflict arises, the final decision will be made by the Vice President of Human Resources and Training.
- (c) Status Change During Leave - If an employee is due to be furloughed during the leave, the employee's status will be changed from Company Offered Leave of Absence (COLA) to furlough. Written notice will be given to the employee.
- (d) Right to Return - An employee granted a Company Offered Leave of Absence (COLA) will have a guaranteed right of return to the position vacated at the end of the leave. An employee will not be required to return to work during the leave period except by mutual agreement.
- (e) Accruals - Sick and Occupational Injury banks and vacation time will be retained but will not accrue.
- (f) Travel - On-line pass privileges will be available to the employee and eligible family members for the entire leave period. A letter authorizing travel will be issued to the employee.

(g) Insurance - For benefit coverage information during leave status, contact the Benefits Department.

(h) Seniority - See Chapter 4 of the TOP.

6. Family Leave

(a) Employees may take up to 12 weeks of leave during any 12 month period for the birth or adoption of a child; to care for a child, spouse or parent with a serious health condition; or for their own serious health condition which makes them unable to perform their job. (The complete policy, consistent with the Family and Medical Leave Act of 1993, may be obtained from the Benefits Department. An outline of employee rights and obligations under the Act is in Appendix D, below.)

(b) Family leave is unpaid leave. An employee must elect and submit a monthly payment for health care continuation within 31 days of the Benefits Department notice of Family Leave continuation rights.

(c) An employee returning from Family Leave will have the right to return to the position the employee vacated or one of equivalent pay and responsibility.

(d) The employee ordinarily must provide 30 days advance notice of the employee's intent to take Family Leave when the leave is foreseeable.

7. Military Leaves of Absence and Veterans' Re-employment Rights

(a) Eligibility for Leave - A Military Leave will be granted to an employee in the following situations:

(1) An employee who leaves the service of the Company to enlist, or who is inducted into the Armed Forces of the United States for a regular tour of duty.

(2) An employee who is a member of a reserve unit of the military including National Guard units ordered to active duty.

(3) An employee whose probationary period has not ended will be eligible for military leave.

- (b) Duration of Leave - A military leave of absence will be granted for the duration of the employee's active service in the Armed Forces not to exceed four years. The leave may continue for a maximum of 90 days from the date the employee is discharged from active service or from hospitalization continuing after discharge. The employee must apply for reinstatement within the 90 days. The maximum amount of military leave allowed is four years or as soon after the expiration of four years as the employee is able to obtain orders relieving him from active duty, (unless such four year period has been extended by law.)

Exception: A reservist or guardsman who leaves his/her position for periods of training duty must apply for reinstatement within 31 calendar days after release.

(c) Procedure for Obtaining Military Leave

- (1) An employee who receives notice of induction or orders to report for duty should immediately advise the employee's supervisor in writing of the effective date of the leave and the last day of work.
- (2) The supervisor will give the employee written approval.

(d) Effect of Military Leave On Employee Benefits

The effect of a military leave on employee benefits is as follows:

- (1) Seniority - Company Service continues to accrue as if employment were not interrupted. Pay and all other seniority continue to accrue as if the employee had never left.

- (2) **Accrued Sick Pay and Occupational Injury Pay Credit** - The employee retains existing sick and occupational injury banks but does not accrue or acquire additional sick or occupational injury credit during the term of unpaid leave.
- (3) **Vacations** - Vacations an employee has earned but not taken before receiving notice of induction or call to active duty need not be taken prior to military leave, in which case they will be available to the employee upon his return to work. Alternatively, an employee who does not take vacations before his leave may choose to be paid for the unused vacation time.
  - a.) During active military service, vacations will continue to accrue in the same manner as if the employee had remained in active employment. There will, however, be no carry over or accumulation of unused vacation credits from one year to the next nor will there be any remuneration for vacations not taken during the calendar year in which they are due because of the employee's absence on military leave.
  - b.) Subject to Department Head approval, reinstated employees may use any vacation earned for that calendar year at anytime after 30 days of active re-employment. The Department Head may waive this 30 day restriction for the convenience of the Company, or may elect to pay the employee for his vacation.
- (4) **Travel** - An employee on military leave, and eligible family members, are eligible for pass/reduced rate travel privileges while the employee is on active duty.
- (5) **Benefit Plans** - Credited service continues to accrue for benefit plan eligibility and vesting. For benefit coverage information during leave status, contact the Benefits Department.

(e) Employment Rights and Reinstatement Qualifications

(1) Eligibility - After returning from a military leave of absence an employee who receives a general or honorable discharge will be eligible for re-employment. Unless Company circumstances have so changed as to make it impossible or unreasonable to do so, any employee granted a military leave will be reinstated under the following conditions:

- a) He did not remain in the military service for more than four years.
- b) The position which was vacated was not temporary.
- c) Military leave has not exceeded four years or as soon after the expiration of four years as the employee is able to obtain orders relieving him/her from active duty (unless such four year period has been extended by law.)
- d) He is still qualified and physically fit to perform the duties of the position vacated.

NOTE: If disabled while in the military to the extent of being unable to perform regular job duties, the employee will be entitled to work in another position which he can perform and, depending on the circumstances, may be paid his pre-disability base rate of pay even if that is more than the alternative job's regular rate of pay.

- e) Application for reinstatement is made within the allowable period as stated in this chapter.

(2) Process of Reinstatement - The returning employee will be reinstated in his/her former position or one of like status and pay. The employee will be notified of the date to resume duties, the place where such duties will be performed and other necessary information.

- (3) Wage and Salary on Reinstatement - The wage or salary of the returning employee will be the amount which would have been received had the employee remained continuously in the position.

8. Military Leave for Reservists and Members of the National Guard

Employees who are reservists or members of the National Guard must request a Military Leave of Absence for the period required to perform active duty for training or inactive duty training in the Armed Forces of the United States. The request does not have to be in writing.

(a) Employee Responsibilities

- (1) The request must state the dates required for the leave if known. If a drill schedule is available for a prolonged period of time, only one request is necessary. A copy of the drill schedule must be attached.

Example: If drills are scheduled on the second weekend of each month, the request must state that beginning on (date), leave is requested each second weekend until (date).

- (2) Employees are expected to give as much notice as possible to their supervisors so that proper duty coverage can be arranged. If less than one week's notice is given, employees may be asked to assist the Company by arranging to trade days and shifts or use their regular days off to the extent possible.
- (3) The reservist or National Guard member does not need to have written training orders at the time of the request.

- (4) After completing the military training or drill exercise, the reservist or National Guard member must report back to his regularly scheduled shift.
- (5) This leave will normally be unpaid, but with advance approval from the employee's supervisor, vacation time may be used.

(b) Initial Active Duty Training

When an employee first joins the National Guard or Reserve, he/she usually undergoes initial active duty training (IADT). IADT is treated as regular active duty for re-employment rights purposes with the following exceptions:

- (1) After completing IADT, a Continental employee must re-apply within 31 days, rather than 90 days as in the case of regular duty.
- (2) The time spent in IADT does not count toward the four year limitation on the regular active duty.

(c) Management Responsibilities

- (1) Management will grant a leave of absence to a reservist or National Guard member for the period required to perform active duty for training (drills) in the Armed Forces of the United States. Employees are expected to give as much notice as possible, however the timing, frequency and duration of the military training are determined by the military authorities.
- (2) Job rights are protected so long as the reservist or National Guard member receives orders for military training.
- (3) Management will not deny a promotion to a Continental employee because of any obligation as a reservist or member of the National Guard.

- (4) Employees will not be required to use earned vacation time for their military training.
- (5) The reservist or National Guard member will not lose Company Service time, bid or pay seniority as a result of the military absence.

9. Non-Critical Illness in the Family

If an employee's spouse or dependent child is injured, or becomes ill, or is hospitalized so that the employee is unable to report for work, the employee will be entitled to use up to three working days of personal sick leave. An absence of this nature is treated the same as employee sick time. This absence will count for attendance/disciplinary purposes.

10. Personal Leave of Absence

- (a) **Eligibility** - The employee must have been continuously employed for six months.
- (b) **Length** - Personal leaves of absence will be issued for up to a six-month period. Extensions will not be approved if they result in total personal leave exceeding 12 months or the employee's length of active service, whichever is shorter. An employee may apply to return to a position at any time during the leave (see, E, above). At the end of a leave which is longer than ninety days the employee may only return to an available position. If no such position is available he will be placed on recall in craft seniority order.
- (c) **Outside Employment** - An employee on personal leave of absence may not accept employment or receive pay for services from any other organization in competition with the company.
- (d) **Application for Leave** - A written application must be made to the employee's supervisor. It must state the reason for and the length of the leave requested.

**(e) Effect on Employee Benefits**

1. **Seniority** - See Chapter 4 of the TOP.
  2. **Sick Pay/Occupational Injury Pay** - All sick/occupational injury pay accruals are retained but cease to accrue during the leave.
  3. **Insurance** - For benefits coverage information during leave status, contact the Benefits Department.
  4. **Vacation Credit**
    - a. With supervisor approval, the employee may choose to be paid for all remaining earned vacation from the prior year in either of the following ways:
      - 1) A lump payment may be paid at the time the leave begins, or
      - 2) the employee may defer vacation payment until vacation is used when the employee returns.
    - b. If an employee's leave carries into the next calendar year, remaining unused earned vacation is paid before December 31.
    - c. Vacation credit will not accrue during the period of leave.
- (f) Travel** - No pass or reduced rate travel will be allowed an employee on personal leave.

**11. Educational Leaves of Absence**

Employees may be granted an educational leave of absence if they are enrolled full-time in an accredited academic or vocational institution. The administrative and benefits provisions of Personal Leaves will apply with the following exceptions:

- (a) **Duration of Leave** - Duration of educational leaves should be in direct relationship to the length of the academic term (such as a quarter or semester) but in no case can the leave be longer than the employee's length of service.
- (b) **Expiration of Leave** - An educational leave will expire 30 days after the last approved academic term ends unless extended by the Department Head.
- (c) **Employment While on Leave** - With the prior written approval of their Department Heads and Employee Relations, employees may work while enrolled as students.
- (d) **Proof of Enrollment** - Employees must submit proof of enrollment and attendance before they return to work from their educational leave.

## CHAPTER 14

### FIELD TRIPS AND TRAINING ASSIGNMENTS

#### A. EXTENDED FIELD TRIPS

1. An extended field trip is one which is scheduled for an indefinite but extended period of time. The most common types of extended field trips involve:
  - (a) returning Company equipment to service,
  - (b) filling a temporary vacancy at a station,
  - (c) performing temporary maintenance at a point where regular line maintenance is not assigned.
2. Each bid area will develop its own extended field trip rules to provide among other things, for equal distribution of field trip assignments. Before implementing such rules, consultation with Employee Relations, local employee council, and the Department Head should occur.
3. A minimum of 48 hours notice will be given to an employee who is selected for an extended field trip.
4. Travel time will be at the employee's base rate of pay, including hours in excess of eight or ten hours in any one scheduled work day, and all hours on a scheduled day off.
5. An employee will have his shift starting time and scheduled days off established at the time of assignment. He will be paid a minimum of eight hours at his base rate for each 24 hour period, exclusive of days off.

#### B. EMERGENCY FIELD TRIPS

1. If an employee is assigned to an emergency field trip, the employee will be paid for all time spent traveling, waiting to work, and working. All such time, including travel time, in excess of eight or ten hours in any one day, will be paid at the employee's overtime rate.

2. If an employee is required to work after traveling, the employee will be paid overtime after eight hours, or ten hours if applicable, of working, waiting to work and/or traveling. If the employee is relieved from duty for a minimum of eight hours, that time will not be paid. However, an employee will be not be paid less than eight hours (ten if regularly assigned to a 10 hour shift) in each 24 hour period.
3. After completion of the emergency work, an employee will be taken off pay status if the scheduled departure time of the return flight designated by the employee's supervisor is more than four hours later.
4. Each bid area will develop emergency field trip rules to provide, among other things, for equal distribution of emergency field trip assignments. These rules should be developed at the same time that extended field trip rules are formulated. Before implementing such rules, consultation with Human Resources, the local employee council, and the department head should occur.

C. TRAINING ASSIGNMENTS AND RECORDS

1. Training assignments are a part of an employee's regular employment. Whenever an employee is assigned to a training class of less than five (5) days, it will be considered a temporary assignment. The employee will be paid at the employee's base rate unless the assignment exceeds eight hours in a day or 40 hours in a week, in which case the overtime provisions apply.
2. Necessary travel time will be paid at an employee's base rate, including hours in excess of eight or ten hours in any one day.

3. If an employee is assigned to training on five consecutive days or more, the employee will be assigned to the day shift, with Saturday and Sunday as days off. The employee's shift and days off will be re-assigned as shown in the example below:

HOME BASE	S	M	T	W	T	F	S	
	8	8	DO	DO	8	8	8	- This Sat. is the last shift at home before school.

SCHOOL	S	M	T	W	T	F	S
	DO	S	S	S	S	S	DO

HOME BASE	S	M	T	W	T	F	S
	8*	8	DO	DO	8	8	8

\* This Sun. is the first shift at home after school.  
 KEY: 8 - Hours worked DO - Day Off S - School

4. An employee will not receive less than eight hours pay for each day of attendance at training during the employee's regular work week, or a minimum of 4 hours on the employee's day off.
5. An employee will be provided with at least an eight hour rest period at the employee's home base prior to the start of the employee's next regular work schedule after attending Company training classes. In the event that such rest period extends into the employee's regular work shift, the employee shall be paid at the employee's base rate for that time lost from the employee's regular work shift. If the employee is not afforded such rest period, the employee shall receive the applicable overtime rate of pay until such time as the employee is relieved for such rest period. An employee will be provided with on-line Company business positive space passes for travel to and from school. When other Company approved transportation is used when returning to the home base, the arrival time shall be determined prior to departure and the employee's supervisor shall be so advised.
6. It is the joint responsibility of the employee and the employee's supervisor or management designee to maintain and keep current all employee training files.

## CHAPTER 15

### UNIFORMS AND TOOLS

- A. Employees in Technical Operations, Facilities Maintenance and G.S.E. are required to wear uniforms. New employees must purchase the initial set. A payroll deduction plan is available to assist an employee in paying for uniforms.
- B. After the initial purchase, the Company will replace required uniform items on a "fair wear and tear" basis. New uniforms will be exchanged for the old uniforms. Laundering of uniforms, and special outer clothing, is the employee's obligation.
- C. Special outer clothing is provided by the Company, for employees who are regularly required to perform extended work outdoors, during inclement weather. Where conditions warrant, these items are issued on an individual basis. Other items will be checked out to an employee when needed. In either case, the employee is responsible for all items checked out.
- D. Items checked out to an employee remain Company property. However, it is the responsibility of the employee to insure that any item checked out is returned to the proper source.
- E. In the event of termination of employment, any items still checked out must be turned in to the supervisor. If any items are not returned, the replacement cost of such items will be deducted from the employee's final paycheck.
- F. Personal Tools
  - 1. All technicians are required to have an approved complement of personal tools necessary to perform the technician function. The company will repair, if necessary, personal power tools used on the job.
  - 2. Each technician must submit to the technician's supervisor a list of all personal tools used on Company property. This list is subject to a periodic check. The list must be approved by the employee's supervisor and placed in the employee's file. The employee should retain a copy for future reference.
  - 3. The approved minimum tool lists are shown in Appendix B.

G. Tool Box Insurance

1. The Company provides insurance coverage against fire or theft of an individual's complete tool box (including tote box) and the contents, while it is on Company premises or accompanying the technician on a field trip for use in connection with employee's work. The tote box must be locked to the roll-a-way tool box, or a secure object provided by the company, when being stored.
2. The employee must report the loss to his/her supervisor and must file a police report. Losses under this policy will be settled directly with the employee based on the replacement value not to exceed \$5000.00 (Tote Box only \$1000.00). The insurance claim will not be honored if the inventory list is not on file with the employee's supervisor at the time of loss.
3. As an alternative to cash payment, the Company may issue an employee vouchers redeemable by one or more of the Company's tool vendors for the purchase of replacement tools.

## CHAPTER 16

### BENEFITS

#### A. Travel Privileges

1. One of the most valuable privileges active Continental employees enjoy is free or reduced rate personal travel for themselves and certain family members on Continental and airlines with which Continental has interline agreements. Questions on pass rider eligibility should be referred to the Pass Bureau, AGC. Travel privileges extend to the following family members:
  - (a) Spouse
  - (b) Single dependent children through age 20 (This may be extended through age 25 if they are full-time students and are claimed as dependents for income tax purposes).
  - (c) Parents
2. Non-revenue travelers will be boarded according to pass classification and order of check-in with each pass classification, except that SA3P and SA3V pass riders will be boarded by Company Service Date order. Further information on pass classification can be found in SONIC (Continental's reservation and information computer system) under G/PAS/BRD.

#### B. Benefit Plans

A brief description of corporate-wide benefits is provided below. It does not contain all the provisions and limitations of the various benefit plans. Additional information is available from the Benefits Department.

1. Retirement Plan. This plan provides a benefit when an employee retires from the company. The amount of the benefit depends upon an employee's years of participation in the plan and his pay. The plan is fully paid by the company, with no employee contribution. An employee is an automatic participant after one year of service.

2. 401(k) Plan. This is a savings plan which allows an employee to save from 1% to 19% of his salary, up to specified amounts, on a pre-tax basis. Individual payments to an employee under the company's Profit Sharing Plan (below) may also be put in this savings plan up to the maximum permitted by law. That means tax is not withheld on amounts deducted from an employee's pay and bonus for deposit in the plan. An employee may choose how his funds are invested, and investment income also is not taxed until it is actually withdrawn from the plan. In addition, the plan has a loan feature which permits an employee to borrow from the plan.
3. Profit Sharing Plan. Under this plan, 15% of the company's annual pre-tax net profits are distributed to all its employees under a formula based on an individual's earnings.
4. Group Insurance Benefit Plans. These plans are jointly funded by contributions from the company and participating employees. The employee's share is paid on a pre-tax basis (i.e. before taxes are withheld from a pay check). These plans include:
  - Medical Plan - provides medical coverage for an employee and his family through various plans.
  - Dental Plan - gives an employee and his family dental coverage through two dental plans.
  - Long-Term Disability - provides income protection if an employee is disabled from working.
  - Personal Accident Insurance - pays a benefit in the event of accidental injury or death.
  - Vision Plan - provides coverage for eye exams, glasses, and contact lenses for an employee and his family.
  - Expense Reimbursement Accounts - lets an employee pay for certain health care and dependent day care expenses with pre-tax money.
5. Company-Paid Benefits. In addition to the above plans, the company offers two fully-paid benefit plans:
  - Business Travel Accident Insurance - pays a benefit in the event an employee is injured or dies while traveling on company business.

Life Insurance - provides life insurance at one-half of annual pay, with a minimum of \$10,000, after six months of service.

6. Group Universal Life Insurance - The company offers optional life insurance coverage through payroll deductions.
7. On-Time Bonus Plan - Under this plan all employees receive a cash award for each month the company meets on-time targets.
8. Stock Purchase Plan - Employees may purchase shares in the company at a 15% discount.

## CHAPTER 17

### SAFETY AND HEALTH

#### A. Introduction

Safety is Continental's most important priority and accordingly, the responsibility of both management and of every employee. In furtherance of this priority, all employees are expected to help maintain a safe, sanitary, clean and healthful working environment.

The Company will maintain emergency first aid equipment on all shifts to take care of employees in case of accident or illness.

A safety committee or safety representative will be established at each city on the system. The safety representative or safety committee will also make recommendations for the maintenance of proper safety standards, and will be given the necessary time to review and investigate operations to prevent unsafe working conditions. All complaints will be thoroughly investigated by the safety committee or safety representative and a response given to the source of the complaint.

#### B. General Safety Rules

Employees are not required to work in an unsafe area or under unsafe conditions. Employees are expected to report unsafe areas, conditions, equipment, and tools to their immediate supervisor.

Each employee has the responsibility to work in a safe manner and remove equipment or eliminate conditions or unsafe acts within that employee's control that create a hazard.

An Employee with a concern about, or knowledge of a potential safety problem in any facet of the Company's operation, should immediately bring it to the attention of the employee's supervisor for prompt investigation and/or corrective action. If there is not an appropriate and timely response from the supervisor, the employee has an obligation to continue up the chain of command as high as necessary to resolve the concern.

No employee will be disciplined for calling to the attention of the Company any actual or potential safety concern.

C. Safety Training

Initial and recurrent employee training will cover at least those areas required for regulatory compliance, including the hazard communication standards of OSHA, emergency plans, fire extinguisher use, and specific safe work practices to cover hazards or conditions that may exist in the work location and/or shop. Complete safety training requirements for each shop and/or location can be obtained by contacting the Safety and Regulatory Compliance Department.

D. Safety Equipment

Safety devices and personal protective equipment are provided for all employees working in hazardous environments. Employees are required to use such devices while performing their work.

Employees will not be required to use unsafe tools or equipment or work in an unsafe area or under unsafe conditions. Employees are expected to report unsafe tools, equipment, areas or conditions to their immediate supervisor immediately.

All unsafe equipment will be tagged and held out of service until repaired.

Complete safety equipment requirements for each shop and/or location can be obtained by contacting the safety and regulatory compliance department.

E. Dress for Safety

Each employee is expected to dress appropriately for work. Personal items such as jewelry, scarfs, ties, etc. which could cause an unsafe condition will not be worn.

Safety shoes are recommended in all areas. In areas of contact with the public, shoe style and color will meet Continental uniform standards. The Company recommends that safety shoes should meet the requirements and specifications of ANSI standard Z 41.1 - 1981, Men's Safety-Toe Footwear, "Class 75" shoes.

F. On an annual basis, Company paid health screening, urinalysis, blood tests and physical examinations will be provided to employees working in the Paint and Composite shops; employees cleaning and plating parts and equipment; and, Inspectors in NDT Testing to insure that these employees are not being exposed to substances which could adversely affect their health.

## CHAPTER 18

### EMPLOYEE COUNCILS AND REPRESENTATIVES

- A. The employees covered by the TOP have established a System-Wide Council to provide the Company with input from the employees and receive feedback on matters affecting them. This System Council consists of no more than 47 employees who meet in Houston on a bi-monthly basis. This Council functions in accordance with their System by-laws.
- B. A seven member Executive Committee has been created by the System Council to conduct the business of the Council between the bi-monthly System Council meetings.
- C. In addition, various Local and Regional Councils have been created to support the System Council activities on a local basis. The councils function in accordance with their respective by-laws.
- D. To assist employees in communicating with senior management as well as assisting employees in resolving problems through the Appeal Procedure (Chapter 19), there may be an Employee Representative in each department or shop at each station on the system, and on each shift. All employees have the right to have an Employee Representative, or a co-employee of their choice at the location, present during all meetings with management representatives if the meetings may result in the imposition of discipline, whether oral or written, to themselves or other employees.
- E. As described in Chapter 19, each station will also have a Local Appeal Committee to process appeals on a local basis. Further a System Appeal Committee will be created at the system level.
- F. No employee serving as a representative of the System Council, or any Local Council, or as Employee Representative, System Appeal Committee Member or Local Appeal Committee Member will be interfered with, restrained, coerced, or discriminated against by the Company because of lawful activity undertaken on behalf of any Council or employee.
- G. The Company will provide designated areas in all work places where Employee Council information may be posted.

- H. The Local Councils are empowered to hold local meetings on a monthly basis to conduct Council business. Pay protection for these meetings is as follows:

Stations with over 500 Employees/ 15 Representatives/ 6 hours each month

Stations with over 100 Employees/ 9 Representatives/ 4 hours each month

Stations with under 100 Employees/ 1 Representative from each station may attend a Regional Council Meeting bi-monthly basis/ 8 hours each meeting

Local Council representatives who are scheduled to attend these meetings during off-duty hours will receive straight time pay for the length of the meeting, but not in excess of the maximum shown above.

- I. Employee Representatives and Local Appeal Committee members will be allowed reasonable and necessary time during the regular work shift, without loss of pay, to assist employees with their appeals as provided in Chapter 19. If the needs of the service require, management may delay the availability of reasonable and necessary time up to (36) thirty six hours, except in a discharge case where time will be made available before the end of the shift.
- J. In addition to paragraphs H. and I. above, meetings requested by management on a local basis to discuss Council activity will be scheduled during normal working hours without loss of pay.
- K. Members of the System Council who attend the system meeting on a bi-monthly basis will be pay protected for each regularly scheduled shift which they miss because of attendance at such meetings. If these meetings occur on a scheduled day off, the employee will be compensated at the normal straight time rate for that shift. In addition, each member of the System Council will be allowed an additional shift before the System Council meeting, and an additional shift after, to gather and disseminate information to local employees without loss of pay.
- L. The seven members of the System Council Executive Committee will be allowed reasonable and necessary time between System Council meetings to conduct the business of the Council, including the processing of appeals at the System level, during normal working hours without loss of pay. If any of the foregoing business is conducted on a Committee member's scheduled days off he will be compensated at his normal straight time rate for the shift. However, all such time must be approved by the appropriate Director, or the Senior Director of Field Human Resources, as the case may be. As a general rule each Executive Committee member will be allowed eight hours per week to conduct such business.

CHAPTER 19  
APPEAL PROCEDURE

- A. Because of the importance for open communications and fair dealings, Continental is fully committed to its open door policy. Having respect for individuals and the strong desire to assist each other, we must talk with one another to get answers to questions, to communicate and to resolve problems.

It is usually best for an employee to discuss any problem or disagreement regarding the proper application of Company policies and disciplinary action with his immediate supervisor. Between the employee and the supervisor, nearly all problems or misunderstandings can be resolved quickly. An employee may have an Employee Representative, or co-employee of his choice at the location, present with him, if he so desires, during any such discussion.

If a matter is not resolved informally between the employee and the supervisor, or if the employee has difficulty communicating with his supervisor, he is encouraged to contact the next level of supervision. This extra informal step provides the department or division management with another opportunity to resolve the issue informally.

If a matter involving the proper application of Company policy or disciplinary action (including dismissal) is not resolved to the employee's satisfaction, the employee may file a formal appeal using Continental's Appeal Procedure. The Company retains the right to file an appeal at the System level.

Any employee who has any questions regarding these procedures should contact the supervisor, the Field Human Resources Managers, or the Employee Representatives. Telephone numbers will be posted at all stations for Human Resource Managers and Employee Representatives.

- B. The following is the Appeal Procedure used for employees covered by the TOP:

1. Step One

- (a) If a problem is not resolved informally, an employee may submit an appeal in writing to his immediate Manager, or his Director if the Manager is the one whose action is being appealed, within 90 calendar days of the date he knew of the existence of the problem. The employee should state the nature of the problem, and the solution desired.

A copy of the employee's appeal, along with all documents, should be sent to the Human Resources Manager and the appropriate Employee Representative.

- (b) After receiving the employee's appeal, the Manager or Director will meet with the employee and the Employee Representative within 10 calendar days. The meeting will be held during the employee's normal work shift. The supervisor and the employee will be permitted to have a reasonable number of witnesses at the meeting and the employee may be represented by the Employee Representative.
- (c) The Manager or Director will issue a written decision within ten calendar days after the conclusion of the meeting.

2. Step Two

- (a) If in the opinion of the employee and the Employee Representative the answer received from the Step One process is not satisfactory, within ten calendar days after receipt of the Manager or Director's written decision the Employee Representative may request that the appeal be heard by the Local Appeal Committee (LAC) and local management representatives designated by the appropriate Director.
- (b) That hearing will be held no later than 14 calendar days after the request for review is received by the Director and Human Resources manager.
- (c) Information presented for consideration at the hearing may be oral, written or both. Both the Local Appeal Committee and local management have the right to call a reasonable number of witnesses.
- (d) Management's designated representatives will issue a written decision within ten calendar days after the conclusion of the hearing.

3. Step Three

- (a) If in the opinion of the Local Appeal Committee, the answer received at the Step Two Level is not satisfactory, within 10 calendar days of receipt after the Step Two decision, a request may be made that the appeal be heard by a three person System Council Appeal Committee (SAC) and the appropriate senior management representatives. A copy of the appeal, along with all documents, must be forwarded along with the request for a hearing.
- (b) The hearing will be held no more than 30 calendar days after the request for review is received by management and the System Council Appeal Committee.
- (c) Information presented for consideration at the hearing may be oral, written or both. Both the System Council Appeal Committee and management have the right to call a reasonable number of witnesses.
- (d) Management will issue a written decision within 14 calendar days after the conclusion of the hearing.

4. Step Four

- (a) If in the opinion of the System Council Appeal Committee the Step Three answer is not satisfactory, the dispute may be presented to an Arbitrator.
- (b) The Arbitrator will be selected by agreement of the System Council Appeal Committee and management, and shall be a member of the American Arbitration Association. If the parties are unable to agree on an arbitrator they will request a list from the American Arbitration Association and select an Arbitrator using an alternate strike procedure, from within that list, 45 calendar days after receipt of the list.
- (c) The Arbitrator will issue a decision as soon as possible and that decision will be final and binding on both parties.
- (d) The expenses of the Arbitrator will be paid by the Company.

**C. GENERAL RULES**

1. All individuals involved in the Appeal Procedure, including the Arbitrator, shall only have authority to hear a dispute which involves application of Corporate policies and the provisions of the TOP, including discipline of an employee. They do not have the power to add to or change Corporate policies or the provisions of the TOP; but they can interpret existing policies and provisions, as may be appropriate.
2. Employees attending a meeting under this procedure will not suffer any loss of regular pay as a result. If travel is required, fee-waived company business, space available passes; meals; and lodging will be provided by the company.
3. Any settlements at Step One or Step Two of this Appeal Procedure shall be made on a non-precedential basis.
4. **Documented Discipline**  
The purpose of discipline is to correct a performance problem through counseling, not to punish the employee. However, when counseling results in written action the following records retention rules apply.
  - a. All disciplinary letters placed in an employee's official personnel file will remain there for no more than 18 months unless a hearing or review board or other judicial or administrative decision instructs that the item be removed from the file at an earlier time. The existence of all such letters, and an employee's right to appeal, must be acknowledged in writing by the affected employee and such acknowledgement shall be placed in his official personnel file.
  - b. If an employee has not had a documented incident of discipline during a 18 month period, previous matters of discipline will not be used in assessing future discipline.
  - c. An employee who has not had a documented incident of disciplinary action during a 18 month period may request that all previous letters of discipline be removed from his official file.
  - d. If the documented discipline/counseling involves a violation of the Company's prohibition against sexual, racial or other discrimination or harassment, the (18) eighteen month time limits referred to in (a), (b), and (c) above shall be (48) forty-eight months.

5. No employee shall be disciplined or discharged without just cause. In determining appropriate disciplinary action the company shall consider the severity of the offense; the employee's relative length of service; and the employee's work record. All discipline shall be administered consistent with that applied in similar incidents involving other employees with similar seniority and work records. Likewise, discipline shall be applied in a progressive fashion (informal counseling; verbal reprimand; written reprimand; termination warning letter; and termination), unless the severity of the offense warrants otherwise.

D. TIME LIMITS

1. Management intends to comply with the time limits set forth above. However, if a situation develops which delays an appeal beyond the applicable time limit, the Employee Representative or the Local Appeal Committee as applicable, may consider the appeal as denied and proceed to the next appropriate level. Management and the Employee Representative, the Local Appeal Committee, or the System Appeal Committee, may agree to extend or waive any time limit in a given case.

E. EXPEDITED APPEALS

1. An appeal involving dismissal of an employee shall be initiated at the Step Two Level. Thereafter, a hearing will be held within 7 calendar days after the request for review is received by local management. A Step Three hearing, if necessary will be held within 14 calendar days after receipt by management and the System Council Appeal Committee of a request for review.

F. SIZE OF LOCAL APPEAL COMMITTEES

At stations where less than 100 employees covered by the TOP are located, the Local Appeal Committee (LAC) will consist of one person selected by all of the employees at that station in accordance with the System Council Bylaws.

At stations where 100 or more employees but less than 500 employees covered by the TOP are located, the Local Appeal Committee will consist of two persons selected by all of the employees at that station in accordance with the System Council Bylaws.

At stations where 500 or more employees covered by the TOP are located, the Local Appeal Committee will consist of three persons selected by all of the employees at that station in accordance with the System Council Bylaws.

## CHAPTER 20

### CHANGING THE TECHNICAL OPERATIONS POLICY

#### A. Introduction

The Technical Operations Policy is designed to meet the needs of the work force and the Company. Changes will be made only after input from and consultation with the Employee System Council. The following provides the system by which additions and changes may be made to the TOP in an orderly manner; a method for publishing the additions or changes; and a procedure to follow when opinions differ as to a proposed change.

#### B. System of Changing Policy or Adding New Policies

When the Employee System Council or the Company wish to change or add to the Technical Operations Policy a discussion will take place. Normally this discussion will take place with the Executive Committee who will then make a report to the membership at the System Council's bi-monthly meetings.

#### C. Publication of Changed Policies or New Policies

After discussion and due consideration, when changes in existing policy or new policies have been agreed to, the changes or new policies will be published and distributed as soon as possible. A "Tech Ops" bulletin will be issued explaining the new or changed policy. Printed changes to the TOP will be distributed on a quarterly basis or sooner if necessary.

#### D. Method of Objections

If the Company finds it necessary, after December 31, 1999, to make a change or continue a position which has been objected to by the Employee System Council, it will then publish the objections expressed by the System Council to that change or position.

#### E. Procedure for a Board of Review

1. When the Employee System Council believe that a changed or newly adopted policy violates the principles of fairness and honesty, they may voice their concerns in writing to the Senior Director of Field Human Resources.

2. Within 30 days after receiving an objection, the Company will convene a Board of Review. This Board will consist of two Executives selected by the Company and two employees selected by the Employee System Council.
3. This Board has the power to conduct hearings and consider evidence which may be oral, written, or both. Any individual or group appearing before the Board will have the right to call witnesses. Management will not have an attorney present at Board hearings unless the System Council has legal counsel present. The Company will be required to keep a record of all exhibits and Board decisions.
4. A written decision will be published within 10 working days of the Board meeting. A majority vote on a case will be final and binding.
5. When a majority decision cannot be reached, the CEO of the Company and the Board members will review the issues presented in a timely manner. The CEO will decide the case and issue a written decision explaining his ruling within 10 days of his review with the Board. That decision shall be final and binding.

## CHAPTER 21

### RELOCATION EXPENSES

- A. When an employee transfers to another point: (1) due to a Reduction-In Force at a location and the employee must relocate to remain in his present classification or a lower classification; or (2) to follow his work because that work is moved to another Company location, certain expenses will be covered by the Company, subject to the following conditions:

1. The maximum amount of compensation for each employee under this chapter is \$5000 per move, unless under special circumstances the Company authorizes a higher amount. Allowances related to movement of family and household goods may be deferred by the employee until the time he moves his family and household goods. This allowance deferral may not exceed 12 calendar months from the time the employee reports to the new station.

2. One house-hunting trip (maximum of three days) for the employee, spouse, and dependent children under the age of 18 will be permitted.

Hotel - through Corporate Travel

Meals - \$27 or \$32 (depending on corporate travel policy)  
per family member (receipts for meals over \$25.00)

Rental Car - Mid - size or equivalent

Passes - fee waived

3. Automobile expenses for the employee's own vehicle (no more than two), for actual mileage driven, via the most direct "AAA" route to report to the new location, will be allowed at the then current Company-wide rate per mile. As an alternative, the Company will pay transportation for one car via public carrier and actual mileage for the other car driven by the employee.

4. Automobile driving time allowance shall be provided at the rate of one eight hour work day (with 8 hours pay at the employee's base rate), for each 400 miles of distance between points of transfer.

5. If an automobile is not used, one days travel will be allowed (with 8 hours pay at the employee's base rate). Passes will be fee-waived for the employee and eligible family members.

6. Hotel and meal expenses will be allowed in route and for 7 days after arrival. Corporate Travel must be used to schedule hotel space at the destination. Meals will be limited to \$27 or \$32 (depending on corporate travel policy) for an employee, and \$20 for family members. Receipts are required for meal expenses over \$25.00.
  7. Actual expense for movement of household goods will be covered within limits set-forth herein, provide the move is arranged and handled through Continental Airlines Traffic and Transportation Department, (telephone 713/985-1368).
- B. Any employee who receives compensation for actual expenses under paragraph A above, is not entitled to voluntarily relocate to another point in the same job or lower classification for 12 months from the effective date of his relocation. All voluntary relocations are at the employee's expense.
1. If the employee is entitled to recall under other Chapters of this policy, such recall will be permitted during the 12 month freeze period. All moves pursuant to recall rights are at the employee's expense.
  2. If the employee voluntarily leaves the company, for reasons other than retirement, during the 12 month freeze, the employee is obligated to repay 100% of the expenses during the first 6 months or 50% of the expenses during the second 6 months.
- C. If an employee has received compensation for a relocation under paragraph A. above, and is then affected by another reduction-in-force which requires another relocation, then the employee is entitled to another move as outlined in paragraph A, above.
- D. Fee waived Company passes for the employee and eligible family members for 90 days at the employee's pass classification, between the previous point and the new point only.

## APPENDIX A

### PAY RATES

In Chapter 10 of the TOP (Pay Rules and Overtime) all of the elements which make up an employee's hourly base rate of pay are identified and described. In this Appendix the current rates, and those effective 7/1/96 and 7/1/97, are set forth for each of the elements.

No later than January 1, 1998 the Company will convene a compensation review with the Technical Operations System Council to review total compensation and benefits for employees covered by the TOP that will be effective on 7/1/98, and thereafter. Representatives of the Company and the System Council will meet as often as necessary to present and discuss proposals on compensation and benefits. Any subsequent changes to then current compensation and benefits will be made only after agreement has been reached by the Company and the System Council Executive Committee, and approved as provided for in the bylaws of the System Council.

**A. Classification: Technicians, Lead Technicians and Inspectors**

**Basic Hourly Rate**

<b>Technician</b>	<b>7/1/94</b>	<b>7/1/96</b>	<b>7/1/97</b>
1st 6 months	\$ 11.00	\$ 11.78	\$ 12.13
2nd 6 months	11.99	12.59	12.97
3rd 6 months	12.60	13.23	13.63
4th 6 months	13.11	13.77	14.18
5th 6 months	13.62	14.30	14.73
6th 6 months	14.13	14.84	15.28
7th 6 months	14.64	15.37	15.83
8th 6 months	15.10	15.86	16.33
9th 6 months	15.56	16.34	16.83
10th 6 months	15.81	16.60	17.10
11th 6 months	16.07	16.87	17.38
12th 6 months	16.32	17.14	17.65
13th 6 months	16.58	17.41	17.93
14th 6 months	16.83	17.67	18.20
15th 6 months	16.83	17.67	18.20
16th 6 months	17.09	17.94	18.48
17th 6 months	17.09	17.94	18.48
18th 6 months	17.34	18.21	18.75
19th 6 months	17.85	18.74	19.30
20th 6 months	17.85	18.74	19.30
21st 6 months	18.36	19.28	19.86

**Lead Technician /Inspector**

0 - 5 years	17.34	18.21	18.75
6 - 10 years	18.62	19.55	20.14
over 10 years	19.38	20.35	20.96

**OTHER HOURLY PREMIUMS**

**Shift Premium**

Swing	\$ -
Night	\$ 0.25

RAMS Team \$1.00

**Market Adjustment Premium**

HNL	\$ 2.00
LAX, SFO	\$ 1.00
EW, LGA, BOS	\$ 1.10
DCA, IAD	\$ 1.10

**Line Premium**

\$20 per hour as applicable (see Chapter 10, H)

**License Premium - Max \$2.00**

	<b>7/1/96</b>	<b>7/1/97</b>
"A" License	\$ 0.75	\$ 1.00
"P" License	0.75	1.00
"A&P" License	1.50	2.00
FCC General	1.50	2.00

**B. Classification: Machinists & Lead Machinists**

Basic Hourly Rate

<u>Machinist</u>	<u>7/1/94</u>	<u>7/1/96</u>	<u>7/1/97</u>
1st 6 months	\$ 12.00	\$ 13.28	\$ 14.13
2nd 6 months	13.01	14.09	14.97
3rd 6 months	13.62	14.73	15.63
4th 6 months	14.13	15.27	16.18
5th 6 months	14.64	15.80	16.73
6th 6 months	15.15	16.34	17.28
7th 6 months	15.66	16.87	17.83
8th 6 months	16.12	17.36	18.33
9th 6 months	16.58	17.84	18.83
10th 6 months	16.83	18.10	19.10
11th 6 months	17.09	18.37	19.38
12th 6 months	17.34	18.64	19.65
13th 6 months	17.60	18.91	19.93
14th 6 months	17.85	19.17	20.20
15th 6 months	17.85	19.17	20.20
16th 6 months	18.11	19.44	20.48
17th 6 months	18.11	19.44	20.48
18th 6 months	18.36	19.71	20.75
19th 6 months	18.87	20.24	21.30
20th 6 months	18.87	20.24	21.30
21st 6 months	19.38	20.78	21.86

Lead Machinists

0 - 5 years	18.36	19.71	20.75
6 - 10 years	19.64	21.05	22.14
over 10 years	20.40	21.85	22.96

OTHER HOURLY PREMIUMS

Shift Premium

Swing	\$ -
Night	\$ 0.25

Market Adjustment Premium

HNL	\$ 2.00
LAX, SFO	\$ 1.00
EW, LGA, BOS	\$ 1.10
DCA, IAD	\$ 1.10

Line Premium

\$ .20 per hour as applicable (see Chapter 10, H)

**C. Classification: Welders & Lead Welders**

Basic Hourly Rate

<u>Welder</u>	<u>7/1/94</u>	<u>7/1/96</u>	<u>7/1/97</u>
1st 6 months	\$ 12.00	\$ 13.28	\$ 14.13
2nd 6 months	13.01	14.09	14.97
3rd 6 months	13.62	14.73	15.63
4th 6 months	14.13	15.27	16.18
5th 6 months	14.64	15.80	16.73
6th 6 months	15.15	16.34	17.28
7th 6 months	15.66	16.87	17.83
8th 6 months	16.12	17.36	18.33
9th 6 months	16.58	17.84	18.83
10th 6 months	16.83	18.10	19.10
11th 6 months	17.09	18.37	19.38
12th 6 months	17.34	18.64	19.65
13th 6 months	17.60	18.91	19.93
14th 6 months	17.85	19.17	20.20
15th 6 months	17.85	19.17	20.20
16th 6 months	18.11	19.44	20.48
17th 6 months	18.11	19.44	20.48
18th 6 months	18.36	19.71	20.75
19th 6 months	18.87	20.24	21.30
20th 6 months	18.87	20.24	21.30
21st 6 months	19.38	20.78	21.86

Lead Welders

0 - 5 years	18.36	19.71	20.75
6 - 10 years	19.64	21.05	22.14
over 10 years	20.40	21.85	22.96

OTHER HOURLY PREMIUMS

Shift Premium

Swing	\$ -
Night	\$ 0.25

Market Adjustment Premium

HNL	\$ 2.00
LAX, SFO	\$ 1.00
EWB, LGA, BOS	\$ 1.10
DCA, IAD	\$ 1.10

Line Premium

\$ .20 per hour as applicable (see Chapter 10, H)

**D. Classification: G.S.E. Technicians, G.S.E Lead Technicians**

Basic Hourly Rate

<u>Technician</u>	<u>7/1/94</u>	<u>7/1/96</u>	<u>7/1/97</u>
1st 6 months	\$ 11.00	\$ 11.78	\$ 12.15
2nd 6 months	11.99	12.59	12.97
3rd 6 months	12.60	13.23	13.63
4th 6 months	13.11	13.77	14.18
5th 6 months	13.62	14.30	14.73
6th 6 months	14.13	14.84	15.28
7th 6 months	14.64	15.37	15.83
8th 6 months	15.10	15.86	16.33
9th 6 months	15.56	16.34	16.83
10th 6 months	15.81	16.60	17.10
11th 6 months	16.07	16.87	17.38
12th 6 months	16.32	17.14	17.65
13th 6 months	16.58	17.41	17.93
14th 6 months	16.83	17.67	18.20
15th 6 months	16.83	17.67	18.20
16th 6 months	17.09	17.94	18.48
17th 6 months	17.09	17.94	18.48
18th 6 months	17.34	18.21	18.75
19th 6 months	17.85	18.74	19.30
20th 6 months	17.85	18.74	19.30
21st 6 months	18.36	19.28	19.86

Lead Technician

0 - 5 years	17.34	18.21	18.75
6 - 10 years	18.62	19.55	20.14
over 10 years	19.38	20.35	20.96

OTHER HOURLY PREMIUMS

Shift Premium

Swing	\$ -
Night	\$ 0.25

Market Adjustment Premium

HNL	\$ 2.00
LAX, SFO	\$ 1.00
EW, LGA, BOS	\$ 1.10
DCA, IAD	\$ 1.10

Line Premium

\$ .20 per hour as applicable (see Chapter 10, H)

G.S.E. Premium

\$1.60 Maximum based on current program

G.S.E Coordinator

Paid \$.25/hour as applicable (see Chapter 10, H)

**E. Classification: Facilities Maintenance Technicians, Facilities Maintenance Lead Technicians**

Basic Hourly Rate

<u>Technician</u>	<u>7/1/94</u>	<u>7/1/96</u>	<u>7/1/97</u>
1st 6 months	\$ 11.00	\$ 11.78	\$ 12.13
2nd 6 months	11.99	12.59	12.97
3rd 6 months	12.60	13.23	13.63
4th 6 months	13.11	13.77	14.18
5th 6 months	13.62	14.30	14.73
6th 6 months	14.13	14.84	15.28
7th 6 months	14.64	15.37	15.83
8th 6 months	15.10	15.86	16.33
9th 6 months	15.56	16.34	16.83
10th 6 months	15.81	16.60	17.10
11th 6 months	16.07	16.87	17.38
12th 6 months	16.32	17.14	17.65
13th 6 months	16.58	17.41	17.93
14th 6 months	16.83	17.67	18.20
15th 6 months	16.83	17.67	18.20
16th 6 months	17.09	17.94	18.48
17th 6 months	17.09	17.94	18.48
18th 6 months	17.34	18.21	18.75
19th 6 months	17.85	18.74	19.30
20th 6 months	17.85	18.74	19.30
21st 6 months	18.56	19.28	19.86

Lead Technician

0 - 5 years	17.34	18.21	18.75
6 - 10 years	18.62	19.55	20.14
over 10 years	19.38	20.35	20.96

OTHER HOURLY PREMIUMS

Shift Premium

Swing	\$ -
Night	\$ 0.25

Market Adjustment Premium

HNL	\$ 2.00
LAX, SFO	\$ 1.00
EW, LGA, BOS	\$ 1.10
DCA, IAD	\$ 1.10

Line Premium

\$ .20 per hour as applicable (see Chapter 10, H)

Facilities Maintenance Premium

Dependent upon local and governmental license requirements.

**F. Classification: Utility Mechanic**

Basic Hourly Rate

<u>Utility Mechanic</u>	<u>7/1/94</u>	<u>7/1/96</u>	<u>7/1/97</u>
1st 6 months	\$ 8.25	\$ 8.84	\$ 9.10
2nd 6 months	8.67	9.10	9.38
3rd 6 months	8.93	9.38	9.66
4th 6 months	9.18	9.64	9.93
5th 6 months	9.44	9.91	10.21
6th 6 months	9.69	10.17	10.48
7th 6 months	9.95	10.45	10.76
8th 6 months	10.20	10.71	11.03
9th 6 months	10.46	10.98	11.31
10th 6 months	10.71	11.25	11.58
11th 6 months		11.57	11.92
12th 6 months		12.00	12.36

Lead Utility Mechanic

0 - 5 years	17.34	18.21	18.75
6 - 10 years	18.62	19.35	20.14
over 10 years	19.38	20.35	20.96

OTHER HOURLY PREMIUMS

Shift Premium

Swing	\$ -
Night	\$ 0.25

Market Adjustment Premium

HNL	\$ 2.00
LAX, SFO	\$ 1.00
EWB, LGA, BOS	\$ 1.10
DCA, IAD	\$ 1.10

Line Premium

\$ .20 per hour as applicable  
(see Chapter 10, H)

**G. Classification: Material Specialists & Lead Material Specialist**

Basic Hourly Rate

<u>Material Specialist</u>	<u>7/1/94</u>	<u>7/1/96</u>	<u>7/1/97</u>
1st 6 months	\$ 7.00	\$ 7.58	\$ 7.81
2nd 6 months	7.40	7.97	8.21
3rd 6 months	7.65	8.23	8.48
4th 6 months	7.91	8.55	8.81
5th 6 months	8.16	8.92	9.19
6th 6 months	8.57	9.20	9.48
7th 6 months	8.98	9.68	9.97
8th 6 months	9.38	10.05	10.35
9th 6 months	9.79	10.48	10.79
10th 6 months	10.20	10.91	11.24
11th 6 months	10.61	11.73	12.08
12th 6 months	11.02	11.90	12.26
13th 6 months	11.43	12.75	13.13

Lead Material Specialist

0 - 5 years	11.22	12.60	12.98
6 - 10 years	11.73	13.18	13.58
over 10 years	11.99	13.47	13.87

OTHER HOURLY PREMIUMS

Shift Premium

Swing	\$ -
Night	\$ 0.25

Market Adjustment Premium

HNL	\$ 2.00
LAX, SFO	\$ 1.00
EW, LGA, BOS	\$ 1.10
DCA, IAD	\$ 1.10

Line Premium

\$ .20 per hour as applicable  
(see Chapter 10, H)

Professional Certificate Premium

<u>7/1/96</u>	<u>7/1/97</u>
\$0.20	\$1.00

## APPENDIX B

### MINIMUM TOOL LIST

#### 1. AIRCRAFT TECHNICIAN

<u>AMOUNT REQUIRED</u>	<u>TOOL DESCRIPTION</u>
4 each	Slotted Screwdrivers (1 should be 24" long)
1 each	Slotted Stubby
2 each	Phillips #1 & #2 tip
1 each	Stubby Phillips
1 each	Ball Peen Hammer
1 each	10" Adj. Joint Pliers (Water Pumps)
1 each	Utility Pliers
1 each	Duck Bill Pliers
1 each	Diagonal Pliers
1 each	Needle Nose Pliers
1 each	Vise Grip Pliers
1 each	Snap Ring Pliers
1 each	8" Adj. Wrench
1 set	1/4" Driver sockets reg. depth (1/4 - 9/16) 12 point
1 set	1/4" Driver sockets deep depth (1/4 - 9/16) 12 point
1 each	1/2" Drive Ratchet
1 set	1/2" Drive socket deep depth (5/8 & 1 1/8) 12 point
1 set	Open end Wrenches (1/4 - 1 1/8)
1 set	Box End Wrenches (1/4 - 1 1/8) 12 point
1 set	Hex Key Wrenches (1/16 - 5/16)
1 each	3/8 Drive Speed Handle Wrench
1 each	Apex Holder (1/4 & 1/2)
1 each	Extention Bar 1/4 Driver (2" - 4" - 10")
1 each	Extention Bar 3/8 Driver (4" - 6" - 10")
1 each	Extention Bar 1/2 Driver (3" - 6" - 10")
1 each	Hack Saw
1 each	Line Up Punch
1 each	Cotter Key Extractor
1 each	Break over Handle Bar 1/2 drive 18" long
1 set	Angle open end Wrenches (3/8 - 1")
1 set	Chisel small (1/4 & 5/8)
1 set	Universal Sockets (1/4 - 5/8)
1 each	"T" Handle for EZ outs & taps
1 each	Ford Wrench
1 each	Inspection Mirror
1 each	Mechanical Fingers
1 set	Files
1 each	15 - Leaf Feeler Gauge
1 each	Flashlight
1 each	Soft Tip Hammer
1 each	Knife
1 each	Awl
1 each	Head Lamp

AMOUNT  
REQUIRED

TOOL DESCRIPTION

1 each	90 Offset Common & Phillips Screwdrivers
1 each	Adapters (1/2" to 3/8" to 1/4")
1 set	3/8" Drive Sockets (3/8" to 1" neg.)
1 set	3/8" Drive Sockets (3/8" to 1" deep)
1 each	3/8" Drive Ratchet
1 each	1/4" Drive Ratchet

2. MACHINIST

AMOUNT  
REQUIRED

TOOL DESCRIPTION

3 each	Adequate Tool Chest
3/4"	Open End Wrenches (3/8" - 7/16" - 1/2" - 9/16" - 5/8" - 3/4")
3 each	Box End Wrenches (3/8" - 7/16" - 1/2" - 9/16" - 5/8" - 3/4")
2 each	Screw Drivers 3/16" Blade & 5/16" Blade
1 each	12 oz. Ball Peen Hammer
2 each	Pliers - 7" General Use & 7" Diagonal Cutting
1 each	6 ft. Steel Tape
5 each	Sockets (1/2" Drive - 3/8" - 7/16" - 1/2" - 9/16" - 5/8")
1 each	1/2" Drive Ratchet
1 each	1/2" Drive Extension Bar, 8" Shank
1 each	Standard Hack Saw Frame
1 each	0" 1" Micrometer 1" - 2" - 3"
1 each	6" Steel Precision Scale
1 each	Combination Square
1 each	(set) Feeler Gauges
1 set	Radius Gauges
1 set	1" - 3" Depth Micrometer
1 each	Magnifier 5 - 10 Power
1 set	Hex Wrenches
1 each	Dial Indicator & .03 min.
1 each	Travel Indicator 1" min.
1 each	Dial Vernier Calipers 6" (.100" pr. revolution)
1 each	Magnetic Indicator Base
1 set	Telescoping Gauges 1/4" - 6"

3. AVIONICS AND INSTRUMENT TECHNICIAN

AMOUNT  
REQUIRED

TOOL DESCRIPTION

1 each	Tool Box suitable for work station
1 pair	Small Needle (long) Nose Pliers, smooth jaw
1 pair	Medium Needle (long) Nose Pliers, smooth jaw
1 pair	Small Slip Joint (adjustable) Pliers
1 set	Jewelers Screw Driver
1 each	#0 Phillips Screw Driver
1 each	#1 Phillips Screw Driver
1 each	#2 Phillips Screw Driver

AMOUNT  
REQUIRED

TOOL DESCRIPTION

1 each	Small Common Screw Driver
1 each	Medium Common Screw Driver
1 set	Nut Drivers (Xcelits or equivalent)
1 set	Open & Ignition Wrenches, applicable size range
1 set	Box End Ignition Wrenches, applicable size range
1 each	X-acto Knife
1 pair	General Purpose Tweezers
1 pair	Fine Straight Tweezers
1 pair	Fine Curved Tweezers
1 each	Small Hammer (brass or plastic)
1 each	Small Diagonal Wire Cutters (4 inch)
1 set	Internal (Allen) Wrenches, applicable size range
1 set	Internal (Bristol) Wrenches, applicable size range
1 each	Small Adjustable Jaw Wrench (6 inch)
1 each	Burnishing Tool
1 each	Flashlight
1 each	Straight Hemostat (5 inch)
1 each	Eye loop or Magnifying Glass
1 each	Inspection Mirror
1 each	Measuring Scale (6 inch)
1 pair	Scissors (5 inch)
1 each	Metal Scribe
1 each	Off Set Screw Driver Common & Phillips
1 each	Multi-Jawed Pin Vise
1 each	Snap Ring Pliers, inside
1 each	Snap Ring Pliers, outside
1 set	Inside Calipers
1 set	Outside Calipers
1 each	Pencil Solder Iron

4. G.S.E. TECHNICIAN

AMOUNT  
REQUIRED

TOOL DESCRIPTION

4 each	Slotted Screwdrivers (1 should be 24" long)
1 each	Slotted Stubby
2 each	Phillips #1 & #2 tip
1 each	Stubby Phillips
1 each	Ball Peen Hammer
1 each	10" Adj. Joint Pliers (Water Pumps)
1 each	Utility Pliers
1 each	Duck Bill Pliers
1 each	Diagonal Pliers
1 each	Needle Nose Pliers
1 each	Vise Grip Pliers
1 each	Snap Ring Pliers
1 each	8" Adj. Wrench
1 set	1/4" Driver sockets reg. depth (1/4" - 9/16") 6 point
1 set	1/4" Driver sockets deep depth (1/4" - 9/16") 6 point
1 each	1/2" Drive Ratchet
1 set	1/2" Drive socket reg. depth (5/8" & 1 1/8") 6 point
1 set	1/2" Drive socket deep depth (5/8" & 1 1/8") 6 point

AMOUNT  
REQUIRED

TOOL DESCRIPTION

1 set	Open end Wrenches (1/4" - 1 1/8")
1 set	Box End Wrenches (1/4" - 1 1/8") 12 point
1 set	Hex Key Wrenches (1/16" - 5/16")
1 each	3/8 Drive Speed Handle Wrench
1 each	Apex Holder (1/4" & 1/2")
1 each	Extention Bar 1/4 Driver (2" - 4" - 10")
1 each	Extention Bar 1/2 Driver (4" - 6" - 10")
1 each	Extention Bar 1/2 Driver (3" - 6" - 10")
1 each	Hack Saw
1 each	Line Up Punch
1 each	Cotter Key Extractor
1 each	Break over Handle Bar 1/2 drive 18" long
1 set	Angle open end Wrenches (3/8" - 1")
1 set	Chisel small (1/4" & 5/8")
1 set	Universal Sockets (1/4" - 3/8") Drive
1 each	"T" Handle for EZ outs & taps
1 each	Ford Wrench
1 each	Inspection Mirror
1 each	Mechanical Fingers
1 set	Files
1 each	15 - Leaf Feeler Gauge
1 each	Flashlight
1 each	Soft Tip Hammer
1 each	Knife
1 each	Awl
1 each	90 Offset Common & Phillips Screwdrivers
1 each	Adapters (1/2" to 3/8" to 1/4")
1 set	3/8" Drive Sockets (3/8" to 1" neg.)
1 set	3/8" Drive Sockets (3/8" to 1" deep)
1 each	3/8" Drive Ratchet
1 each	1/4" Drive Ratchet
1 each	1/2" Impact Wrench and Impact Sockets (7/16" - 1")
1 each	3/8" Driver Air Ratchet
1 set	1/4" Metric sockets (Standard & Deep, 5-14 mm)
1 set	3/8" Metric sockets (Standard & Deep, 8-19 mm)
1 set	Metric combination wrenches, 7-15 mm

5. FACILITIES MAINTENANCE TECHNICIAN

AMOUNT  
REQUIRED

TOOL DESCRIPTION

1 each	Tool Box containing the following
4 each	Slotted Screwdrivers (1 should be 24" long)
1 each	Slotted Stubby
2 each	Phillips #1 & #2 tip
1 each	Stubby Phillips
1 each	Ball Peen Hammer
1 each	10" Adj. Joint Pliers (Water Pumps)
1 each	Utility Pliers
1 each	Diagonal Pliers
1 each	Needle Nose Pliers
1 each	Vise Grip Pliers
1 each	8" Adj. Wrench
1 set	3/8" Driver sockets reg. depth (7/16" - 3/4" - 9/16") 6 point

**APPENDIX C**  
**ATTENDANCE POLICY**

**A. Introduction**

The purpose of the Attendance Program is to manage attendance in a fair and consistent manner. It sets forth a standard for acceptable attendance so that employees understand what is expected of them. It also details the disciplinary action to be taken when the expectations are not met.

**B. Attendance Record**

The employee's attendance record contains a record of all absences from duty. It is used to establish eligibility for attendance award programs and to document absence from work and tardiness.

**C. Definitions**

1. **Absence** - Any single specific period of continuous absence from work for a single reason.
2. **Occupational Injury Time** - Time absent from work due to an on-the-job injury.
3. **Authorized Unpaid Time Off (A.U.T.O.)** - Time absent from work, authorized in advance by the Company.
4. **Reported Personal Absence** - Anyone calling the appropriate individual to report an unplanned absence from work, for any reason.
5. **Tardy** - Reporting for work more than six minutes after scheduled starting time.
6. **No Show, No Call (Per Day)** - Anyone scheduled to work their own shift, an acknowledged day trade, or overtime who does not report to work, and does not call to report an absence.
7. **Credit** - A unit of measure used to track absence and tardiness.

**D. Non-Accountable Absence**

1. Absence from duty for the following reasons will not count for discipline related attendance tracking.
  - a. Vacations
  - b. Holidays
  - c. Trade Days Off
  - d. Death/Critical Illness in the Family
  - e. Jury Duty
  - f. Approved Leaves of Absence, including under the Family & Medical Leave Act.
  - g. Occupational Injury Time
  - h. A.U.T.O.
  - i. Tardy (Note: Only, the first three incidents of tardiness, of more than six but less than 15 minutes each, in a rolling 12 month period will not be accountable. The fourth and subsequent incidents, will be accountable as specified in E below)

**E. Accountable Absence**

1. Absence from duty for the following reasons will be considered within the employees control. They may result in disciplinary action where appropriate.
  - a. No Show, No Call
  - b. Reported Personal Absence
  - c. Tardy

**F. Recurring Medical Condition**

A recurring medical condition, as used in this program, is defined as two separate outages for the same illness. The second outage will not be accountable if it occurs within 14 days of the first outage.

**G. Attendance Credits**

Each non-probationary employee will be given seven attendance credits. Probationary employees will begin with 3 credits and will receive 4 more upon completion of the probationary period. Credits will be deducted from the employee's account for accountable absences as shown below. Credits will be restored on a rolling 12 month period.

**Accountable Absence****Deduction**

No show, No call  
Reported Personal Absence  
Tardy

3 Credits Per Day  
1 Credit  
½ Credit

When an employee loses credits from his/her account, disciplinary action may be appropriate. The following table illustrates this progressive process

**Credits in Account****Action to be Taken**

5+	None Required
4	Informal counseling
3	Verbal Warning, and counseling
2	Written warning, and counseling
1	Written termination warning, and counseling
0	Termination

- I.** In an effort to administer the program fairly, special consideration may be given to individuals with extenuating circumstances. These circumstances will be reviewed by local management to determine the appropriate action.
- J.** The Attendance Program will be managed in compliance with all federal, state, and local laws. Absences which occur due to one of the qualifying conditions of the Family & Medical Leave Act (FMLA), supported by medical certification requested by management, are not considered for disciplinary purposes. (Attached for ease of reference is that portion of Continental's "Working Together Guidelines" which describes FMLA procedures and coverage.)
- K.** An employee's attendance record will be reviewed to determine attendance patterns or trends. Patterns and trends may include absenteeism consistently falling in conjunction with a scheduled day off, scheduled vacation, holidays, surrounding day trades off, when absenteeism frequently occurs on the same day of the month, or repeatedly being late for work by less than six minutes. Where there is reasonable cause to believe the program is being abused local management may, in some cases, accelerate the progressive, corrective process with the approval of both the senior management of the division and Human Resources, provided notice is given the affected employee.

**APPENDIX D**  
**FAMILY/MEDICAL LEAVE**

Continental recognizes that during the time after the birth or adoption of a child, parents may need adjustment time or time to bond with the child. In other cases, an employee or a member of the employee's family may suffer with a serious health condition. Family/Medical leaves may be available to provide for these needs.

**ELIGIBILITY**

The Company provides up to 90 days of Family/Medical leave per year to eligible employees. The year is a rolling twelve-month period measured backward from the date an employee uses any Family/Medical leave. Employees are eligible to take Family/Medical Leave if they have worked for the Company for at least one year and for at least 1,250 hours over the previous year. Employees are not eligible if they work at a location that employs fewer than 50 employees within a 75 mile radius.

**REASONS FOR TAKING LEAVE**

Unpaid leave will be granted:

- to care for the employee's child after birth or after placement of a child with the employee for adoption or foster care;
- to care for the employee's spouse, child, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform his/her job.

**JOB BENEFITS AND PROTECTION:**

- For the duration of Family/Medical leave, the employee may continue benefit coverage at the active employee rate.
- Upon return from Family/Medical leave, the Company will restore most employees to their original or equivalent positions with equivalent pay benefits, and other employment terms.

- The use of Family/Medical leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, an employee will not accrue vacation time while he/she is on leave.

**Certification.** If an employee requests leave because of a serious health condition, medical certification issued by the medical care provider of the employee or of the employee's ill family member will be required. Provisions of the Family/Medical leave policy will not be applicable to the absence if the certification is not provided.

#### **INTERMITTENT LEAVES/REDUCED SCHEDULES:**

Employees may request an intermittent leave or reduced schedule when a physician certifies in writing that it is necessary for the employee to be absent on an intermittent basis, either for his/her own care or to care for a spouse, parent, son or daughter. These leaves should be arranged to have the least operational disruption. The employee may be required to transfer into another position, work location or shift (with equal pay and benefits) if it will better accommodate the intermittent leave. For purposes of tracking intermittent leaves and reduced schedules only, eligible and qualified full-time employees will be considered to have a Family/Medical leave "Bank" equal to 520 hours per 12 months (260 hours for eligible and qualified part-time employees).

#### **HOW TO APPLY:**

At least 30-days notice is required for foreseeable leaves: birth, adoption, placement of a foster child, or planned medical treatment. Applications for Family/Medical leave should be written and include the following:

- The specific reason for the leave.
- The request dates.
- The date of birth or custody (if requesting a leave for parental needs).
- Medical documentation (if requesting a leave for a serious health condition).

*If 30-days notice is not provided, the leave may, if operationally required, be delayed until 30 days after the date the written notice is received. In situations where the basis for the leave is not foreseeable or reasonable, notice should be provided when the need for the leave becomes apparent.*

## **DOCUMENTATION**

Medical documentation is needed to qualify for a Serious Health Condition Leave. Documentation must include certification by a physician, practitioner or provider of health services.

When an intermittent or reduced schedule leave is required, the medical documentation must include a statement indicating that the medical needs can best be accommodated by such a leave.

## **PAY**

Family/Medical Leave is unpaid. However, at the employee's option it may run concurrently with whatever paid time off the employee has available, if applicable to the specific situation.

**ELIGIBILITY:** Employee has at least 1 year of service and worked at least 1250 hours in the prior year, and works at a location with at least 30 employees within a 75 mile radius.

**LENGTH** Up to 90 days per "rolling" year.

**OUTSIDE EMPLOYMENT:** Requires written authorization from supervisor.

**VACATION:** Earned vacation may be used prior to leave. Additional vacation is not earned during leave.

**PASS TRAVEL PERMITTED:** Yes, but documentation may be required.

**SICK ACCRUALS:** No accruals during leave.

**SPECIAL REQUIREMENTS:** 30-day advance notice if foreseeable and supporting medical documentation.

**SUBJECT TO OPERATIONAL REQUIREMENTS:** No.

**RETURN TO WORK:** Upon expiration of the leave, the employee will return to the position vacated.

**SENIORITY:** Continues for all purposes during leave.

## APPENDIX E

### SIDE LETTER AGREEMENT

This letter of agreement confirms certain understandings reached by the Company and the System Council during discussions over the April 15, 1997 revisions to the TOP. They are as follows:

1. Chapter 2 (Utility Mechanics): Employees working in Facilities Maintenance classified as Utility Helpers and employees working in GSE classified as GSE Specialists have been reclassified as Utility Mechanics. However, that reclassification was not intended to change the job duties of those employees as they existed before the reclassification. The change in classification was in name only.

Specifically, Utility Mechanics working in GSE may: (1) perform service work, including changing tires, fluids, and filters, on Tugs, Beltloaders, Vans, Pick-Ups, and Non-Motorized Equipment; (2) under the direction of a Parts Coordinator, stock inventory and distribute parts to Technicians, and (3) sand, prepare, and paint equipment under the direction of a Lead Technician or a Technician.

2. Chapter 3 (Trade and Practical Tests): The trade and practical tests identified as alternative qualifications for various bid areas will be developed jointly by the Company and the System Council. All tests will fairly measure the skills needed to perform the work of the relevant bid area. Likewise, all tests will be administered in a fair and impartial manner.

3. Chapter 8 (Recall Rights): While employees generally carry their classification recall rights with them when moving from station to station, they do not do so in the following circumstances. An employee on lay off (e.g. a Technician at LAX) who subsequently comes back on the company payroll as a "new hire," in a different classification at another station (e.g. Material Specialist at IAH), does not have classification recall rights at his new station based on his previous lay off. (E.g. The LAX Technician rehired as a Material Specialist at IAH does not have Technician recall rights at IAH.)

4. Appendix A (Material Specialist Premiums, Schedule G): The maximum combined Line and Professional Certificate premiums an employee in the Material Specialist craft may receive from 7/1/96 through 6/30/97 is \$.20 per hour, and thereafter \$1 per hour.

5. Continental Express Transfers: Employees who transfer their employment from Continental Express in a position covered by the Continental Express Maintenance Employment Policy ("MEP") to a position at Continental covered by the TOP will be given full credit, for purposes of Continental company and pay seniority, for their service with Continental Express. However, transferring employees will NOT be given any credit for craft seniority at Continental based on their prior employment with Continental Express. For craft seniority purposes such transferring employees shall be regarded as new hires.

6. Vendor Representatives: Employees covered by the TOP who accept temporary positions in management known as "Vendor Representatives" will continue to accrue craft seniority and shall be entitled to return to their positions and locations upon completion of such temporary assignments. If in their absence from jobs covered by the TOP management has back filled their positions with other employees, said employees shall not be laid off to create openings for those returning from the temporary management positions.

7. Flex Vacation: An employee may purchase an additional week (40 hours) of vacation through the Flex Program. If so, the first week of vacation taken in a calendar year will be designated as Flex vacation. Flex days purchased will be bid in the same manner as other vacation time (see Chapter 11).

8. Selection Procedures for Leads, Inspectors, and RAMS Team: In order to allow the machinery to be set up for implementing the new selection procedures for Leads, Inspectors, and RAMS Team members the provisions of paragraph L, Chapter 5, will not become effective until August 15, 1997. Filling of those classifications if necessary before August 15, 1997 will be accomplished by using the former Chapter 5 procedures set forth in the October 18, 1993 version of the TOP.

9. Executive Committee: In order to carry out their responsibilities set forth in Chapter 18, paragraph L, "reasonable and necessary time" as described in that paragraph shall mean forty hours per week for each member of the Executive Committee. In addition, when a Council member ceases to serve as a member of the Executive Committee he will return to the position and shift he held prior to serving on the Committee.

10. Chapter 17 (Safety and Health). The health screening described in Chapter 17, paragraph F, will also be provided to employees working in the Paint shop and Composite shop bid areas.

5. Spouse/dependent coverage will be available on the same basis (contributory/non-contributory), but must terminate when the spouse/dependent reaches age 65 or the retiree dies (except that upon the employee's death, the spouse/dependent may elect to use any remaining sick leave in the manner described above, and then will be eligible for COBRA coverage).
6. The terms of this Retiree Bridge Medical program expire on December 31, 1999. However, once an employee becomes eligible to participate in the plan, the expiration of the plan will not affect his eligibility.