

**AGREEMENT**

**Between**

**CONTINENTAL AIRLINES INC.**

**and**

**FLIGHT SIMULATOR ENGINEERS**

**In the Service of**

**CONTINENTAL AIRLINES INC.**

**As Represented By**

**THE TRANSPORT WORKERS UNION**

**OF AMERICA**

**AFL-CIO**

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Union and the employees of the merging company or their representative, and if they cannot agree, the process will be determined in accordance with Section 13.

3. Dispute Resolution

- a. In the event a dispute arises concerning the interpretation, application or meaning or the provisions of this Article, the parties will meet and discuss such dispute in an effort to resolve it.
- b. A grievance filed concerning a dispute over this Article may, by mutual agreement of the parties, bypass the initial step of the grievance procedure and proceed directly to arbitration within thirty (30) days of filing. The arbitration shall in all other respects be governed by the provisions of Article 13.

C. Management Rights

Except as provided in this Agreement, the Company has the right to direct its operations and working forces included in the scope of this Agreement, including the right to hire, to suspend and discharge employees for just cause. In addition, the Company has the right to promote, demote and transfer employees, subject to the provisions of this Agreement. The Union also recognizes the right of the Company to maintain discipline and efficiency in the Company's facilities. The rights enumerated above shall not be deemed to exclude other preexisting rights of disputer.Tw t t 006T(entD 0 Tc 0 T

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F. Compliance

**Article 2 – Classifications & Definitions**

A. This Agreement covers the following job classifications, the duties of which shall be



**Article 3 – Hours of Service**

- A. The normal work week consists of five (5) consecutive work days, followed by two (2) consecutive days off. The normal day is eight (8) hours of work.
  
- B. The work week for employees in classifications required to maintain continuous





E.





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6. When mutually agreed, employees may utilize accrued vacation hours as compensatory time off from work.
- F. Except as otherwise specifically authorized in writing by an officer of the Company,

Company will determine whether the employee is to work on the observed holiday, based on the needs of the service.

6. Payment for the holiday will not be made to an employee on a leave of absence

**Article 8 – Reduction In Force And Recall**

- A. When a reduction in force results in the furlough of employees who have completed probation under this Agreement, such reduction in force shall be in inverse order of occupational seniority in the classification of employees affected.
- B. When an employee is furloughed or displaced he may displace the least senior



**Article 7 – Seniority**

- A. “Company seniority” begins on the dates the employee was placed on the payroll of the Company. Company seniority is adjusted for periods of inactive service in accordance with Company policy. Company service determines benefit eligibility and vesting in benefits programs for purposes of retirement, vacation accrual, vacation bidding priority for employees covered by this Agreement, travel pass priority and

- E. A single seniority list of the employees covered by this Agreement listing name, employee number, Occupational seniority date, Company seniority date, Pay seniority date and job classification shall be furnished to the Union within thirty (30) days after the effective date of this Agreement. Thereafter, the seniority list shall be amended as of January 2 and July 2 each year, incorpor

**Article 9 – Job Postings**

- A. Permanent vacancies are vacancies determined to exist by the Company and expected to last more than six (6) months and will normally be created by:
  - 1. Resignation or discharge or permanent tr



**Article 10 – Work Away From Base**

- A. When an employee is required to travel, work away from base, attend training,

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is able to return to duty and, upon release to duty without restriction, the employee shall be permitted to exercise his seniority in resuming his classification.

D. Family/Medical Leave

Employees shall be granted leaves of absence under the provision of the Family and Medical Leave Act (FMLA) and





first two doctors will make a third examination, the results of which must be provided to the Company within thirty (30) days after the findings of the employee's doctor. The decision of the third doctor will be determinative. The expense of the third doctor shall be borne equally by the Company and the employee.

3. If the findings of the third doctor agr

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**Article 13**

**Union Representation, Grieva**

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C. Any dispute between an employee and th

8. Each party will assume the compensation, travel expenses and other expenses of the Board members selected by it and the employees called to the union by the represented

**Article 14 – Union Security and Dues Check Off**

- A. All employees covered by this Agreement or hereafter employed and subject to the terms of this Agreement shall, as a condition of continued employment, pay or tender to the Union such membership dues or agency fees as are uniformly required of members of the Union, as set forth in the TWU Constitution and Local by-laws, starting as of sixty (60) days following the beginning of such employment.
  
- B. Employees shall not be required to pay the dues or fees to the Union as set forth herein during periods in which they are not in













