



Summary of Our Tentative First Contract Agreement

We are no longer "AT WILL" employees:

We now have a contract with legally enforceable work rules, procedures and protections against unjust discipline and termination.

Article 10 Grievance Procedure:

We will now have an enhanced grievance procedure that permits discipline or discharge only for "just cause" but also includes expedited arbitration for cases involving discipline, loss of pay and discharge.

Article 2 Union Representation:

Employees who are required to be at an investigation that can lead to their discipline will be entitled to Union Representation. In stations where no full time union representatives are available the company and the union agree to work together so that the employee is fairly represented. Employees required to attend an investigatory meeting prior to or after their shift will be paid for those hours.

Article 1 Job Protection (SCOPE):

Our contract defines and protects the work that belongs to Fleet Service Employees.

Article 1 Merger and Successorship protection:

This language spells out the rules and protections that apply in the event of a merger, purchase or acquisition of the company. It includes the Allegheny Mohawk LPPs, (Fair Seniority Integration), plus status and pay protection.

Article 1 Review Committee:

The company and the union agree to a committee of equal union and company members (maximum of three each) for the purpose of discussing the company's current practice and future plans for performing Fleet Service work. This committee will meet annually or as frequently as appropriate.

"NO Furlough" Letter of Agreement:

We have reached an agreement with the company that no employee covered by this agreement will be furloughed as a result of outsourcing through the first year of the agreement.

Article 12 Compensation and Benefits:

The employees covered by this agreement will be guaranteed a 10.5 percent wage increase compounded over the 30-month life of the agreement. The first increase will be retroactive to July 1, 2010 and a lump sum check for the difference in pay for all hours worked up to the date of signing will be distributed. Three additional wage increases will take effect on the following dates: July 1, 2011, July 1, 2012 and June 30, 2013.

Article 12 Market Adjustment:

A market adjustment of \$1 per hour will be paid for the following cities, ANC, BDL, BOS, EWR, JFK, LAX, LGA, PHL, SEA, SFO, and SJC.

Article 12 Profit Sharing:

Our participation in the 2010 profit sharing plan is secured by the contract and cannot be altered or terminated unless done so on a company-wide basis.

Article 12 Shift Differential:

Our contract will provide a shift differential of 48 cents for shifts starting between noon and 1959 (swing shift). A shift differential of 54 cents will be paid for shifts starting between 2000 and 0359 (grave shift). These will become effective the date of signing.

Article 12 Ops Coordinator and Hub Ops Coordinator:

The premium for these positions will increase to \$1.75 on the date of signing.

Article 12 Premium pay:

Lead and Tow Team Premiums will remain at \$1.75.

Article 12 Longevity pay:

Longevity pay increases to a maximum of 40 cents per hour after 20 years pay seniority effective the date of signing.

C.A.R.P. (Continental Airlines Retirement Plan) protected:

We have a letter of agreement stating that should the company wish to freeze the plan, they will be required first to negotiate a new plan for the employees covered by this agreement and secondly, if the negotiations are unsuccessful, we will arbitrate the implementation of any new plan.

Article 12 Company-wide Benefits Secured:

Continental Airlines, Inc. Consolidated Welfare Benefit Plan, which includes:

- Health care plan for employees;
- Dental care program;
- Vision care program;
- Long-term disability program (the company will pay 50 percent of premium);
- Group life insurance program;
- Personal accident insurance program;
- Group travel accident program;
- Retiree medical program;
- Continental retirement plan;
- Continental Airlines, Inc. 401(k) savings plan;
- Continental Airlines, Inc. flexible benefits program;
- Continental Airlines health care reimbursement plan;
- Continental Airlines child and dependant care reimbursement plan;
- Pass travel privileges; and
- On-time bonus program.

Caps on health insurance:

- a. 2011 benefits and employee cost protected.
- b. 2011 and beyond no increases in the following: co-pays, out of pocket maximums, deductibles.
- c. Life time maximum remains the same.
- d. No lifetime maximum benefit ceiling during the life of this agreement or thereafter.

Article 12 401(K) and Retiree Bridge Medical Benefits:

The company will not decrease these benefits during the life of this contract.

Article 9: Sick Time accruals:

Effective date of signing, sick time accruals will return to 8 hours per month for full time employees and 4 hours per month for part time employees.

Article 9: Sick Dependent Care:

Up to three days in a rolling calendar year may be used for absences caused by the injury or illness of a spouse or dependent minor child. This is in addition to the "K" time that we already have.

Article 13 Vacation Variable use:

Up to 80 hours of unused vacation per year may be rolled into your sick bank to use for an upcoming medical event. (e.g. maternity, surgery, continued treatment)

Article 13 Part Time Vacation Accrual:

Part time workers will now accrue vacation based on scheduled bid hours, not a straight 20 hours per week.

Article 6 Overtime:

An agreement for a fairer distribution of overtime has been reached. Although seniority-based for the near term, the new rules will limit the company's ability to assign overtime in a work area without using the call book. A separate "DAY OF" call out book will be created to help insure that unplanned overtime is awarded properly.

Article 6 Overtime Letter of Agreement:

We will be meeting with the company to develop an overtime equalization plan. If we cannot agree on a plan by July 1, 2011 we will then proceed to arbitration to get an equalization plan in place. This plan will replace the current seniority based system.

Article 7 Filling of Vacancies:

The new bid file procedures will include seniority based bidding for positions within the CSA and Cargo Agent classifications.

Article 7 Reduction in force:

In the event of a furlough there are many new options available. The most important option is the ability to bump within the station and then outside the station in order to avoid furlough.

Article 5 Seniority:

At the date of signing we will begin a 60-day period in which you have the opportunity to file a protest of your position on the seniority list.

Article 14 Holidays:

An additional floating holiday will be added in 2011 bringing the total paid holiday number to eight. Floating holidays will be awarded first followed by DATV and then deferred holidays.

Article 1 Uniforms:

50 percent of your unused uniform allotment may be rolled over per year up to a total bank of \$400.

Article 15 Training:

It is the company's responsibility to provide adequate training.

The complete agreement can be accessed at www.calfleetserviceteamsters.com

In the coming days, we will have the opportunity to vote on the proposed 30-month agreement, **which is retroactive to July 1, 2010.**

We will be scheduling meetings and conference calls to answer questions about the Tentative Agreement soon and will get you dates and times. If you have any questions before then, contact our hotline, (877) 589-4951 or call an organizer or Business Agent (a complete list is at the "Contact Us" section of the website). Also, visit our Facebook page, CAL Fleet Service Teamsters.