

SECTION 35 - UNION SECURITY

A. UNION MEMBERSHIP

1. Flight Attendants covered by this Agreement shall, as a condition of employment, maintain membership in APFA so long as this Agreement remains in effect, to the extent of paying an initiation fee and membership dues (not including fines and penalties).
2. A Flight Attendant may have their initiation fee and membership dues deducted from their earnings by signing the form "Assignment and Authorization for Check-off of Initiation Fees and Union Dues", as hereinafter set forth, or if no such authorization for payroll deduction is in effect, the Flight Attendant must pay their initiation fee and membership dues directly to the APFA.

B. JOINING THE UNION

Flight Attendants, within sixty (60) days after the date of first assignment to line duty as a Flight Attendant with the Company, shall become members of the APFA and shall, as a condition of employment, maintain membership in the APFA so long as this Agreement remains in effect to the extent of paying initiation fees and membership dues.

C. RECALLED AND REHIRED FLIGHT ATTENDANTS

1. Flight Attendants who have been laid off and are subsequently recalled shall be governed by the provisions of Paragraph B to the extent of maintaining membership in the APFA and paying membership dues.
2. Flight Attendants who have resigned from the Company and are subsequently rehired shall be considered new employees for the purposes of this Section and shall be governed by the provisions of Paragraph B to the extent of paying initiation fees and membership dues.

D. UNION DUES DURING LEAVES/TRANSFER

Flight Attendants who are or who become members of the APFA under Paragraphs A or B, shall pay membership dues as set forth herein, except that payment of membership dues shall not be required as a condition of employment during leaves of absence without pay or during periods of transfer to classifications not covered by this Agreement. This shall not apply to transfers or leaves of absence of less than thirty (30) days' duration.

E. DEFINITION OF "MEMBER OF THE APFA"

"Member of the APFA", as used herein, shall mean any Flight Attendant who is a member of the APFA and is not more than sixty (60) days in arrears in the payment of initiation fees and membership dues as specified herein.

F. DELINQUENT DUES PROCEDURES

When a Flight Attendant who is a member of the APFA becomes delinquent within the meaning of Paragraph E, the following procedures shall apply:

1. The National Treasurer of the APFA shall notify the Flight Attendant, in writing, certified mail, return receipt requested, copy to the Vice President of Labor Relations of the Company, that the Flight Attendant is delinquent in the payment of initiation fee and membership dues, as specified herein and, accordingly, is subject to discharge as an employee of the Company.

Such letter shall also notify the Flight Attendant that they must remit the required payment within thirty (30) days of the date of the mailing of the notice, or be subject to discharge.

2. If, upon the expiration of the thirty (30) day period, the Flight Attendant still remains delinquent, the APFA National President shall certify, in writing, to the Vice President of Labor Relations, copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Vice President of Labor Relations shall then take proper steps to discharge such employee from the service of the Company.
3. A Flight Attendant discharged by the Company under the provisions of Paragraph F shall be deemed to have been discharged for cause within the meaning of the terms and provisions of this Agreement.

G. DISCHARGE FOR NON-PAYMENT OF DUES

Any discharge under the terms of Section 35 shall be based solely upon the failure of the Flight Attendant to pay or tender payment of initiation fee and/or membership dues, as specified herein, and not because of denial or termination of membership in APFA upon any other ground.

H. PROCEDURES FOR CONTESTING DISCHARGE

Any grievance by a Flight Attendant concerning the interpretation or application of the provisions of this Section shall be subject, exclusively, to the following procedures:

1. A Flight Attendant who believes that the provisions of Section 35 pertaining to them has not seven (7) days from the date the grievance arises, except that a grievance arising under Paragraph F.1 must be filed within the thirty (30) day period specified therein. The request will be submitted to the Flight Attendant's immediate supervisor who will review the grievance and render a decision, in writing, not later than ten (10) days following the receipt of the grievance.
2. The immediate supervisor will forward their decision to the employee with a copy to the APFA National President. If the decision is not satisfactory to both the Flight Attendant and the APFA, then either may appeal the grievance directly to the System Board of Adjustment, established under Section 31, within ten (10) days from the date of the decision. The terms and provisions of such Section shall be applicable, except as otherwise specified herein.
3. Appeal
 - a. If the APFA should appeal the decision to the System Board of Adjustment, it shall prepare a joint submission of the grievance, setting forth APFA's and the Flight Attendant's positions, and forward copies to the Flight Attendant, the Vice President of Labor Relations, and to the members of the System Board of Adjustment.
 - b. If the Flight Attendant should appeal the decision, they may request the Vice President of Labor Relations to prepare the submission papers in the Flight Attendant's behalf for the System Board of Adjustment. In this event, such request shall be made by the Flight Attendant, in writing, to their immediate supervisor who will transmit, through the appropriate Manager of Inflight, all facts, data, and information concerning the grievance, together with a copy of the decision from which appeal is taken. The Vice President of Labor Relations will forward copies of the Flight Attendant's separate submission to the employee, the appropriate Manager of Inflight, the APFA National President, and to members of the System Board of Adjustment.
4. During the period a grievance is filed under the provisions of Paragraph H and until final award by the System Board of Adjustment, the Flight Attendant shall not be discharged from the Company because of non-compliance with the terms and provisions of Section 35.

I. STATEMENT OF RESPONSIBILITY

APFA agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the Flight Attendant or Flight Attendants against the Company by virtue of the wrongful application or misapplication of any of the terms of Section 35.

J. STATEMENT OF GOOD FAITH BY THE COMPANY

The Company will not interfere with, restrain, or coerce Flight Attendants because of membership or lawful activity in the APFA, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the APFA.

K. STATEMENT OF GOOD FAITH BY APFA

The APFA agrees that neither APFA nor its members will intimidate or coerce any Flight Attendant in respect to their right to work, or in respect to the APFA activity or membership and, further, there shall be no solicitation of Flight Attendants for the APFA membership on Company time. The APFA further agrees that the Company may take disciplinary action for any violation of Paragraph K.

L. COMPANY AGREEMENT TO DUES CHECK-OFF

During the life of this Agreement, the Company agrees to deduct from the pay of each member of the APFA and remit to the APFA initiation fees and membership dues levied in accordance with the Constitution of the APFA and as prescribed by the Railway Labor Act, as amended, provided such member of the APFA voluntarily executes the following agreed upon form. This form, also to be known as the "Check-off Form" shall be prepared and furnished by the APFA:

"ASSIGNMENT AND AUTHORIZATION AND DIRECTION FOR CHECK-OFF OF UNION DUES"

"TO: American Airlines, Inc.
Attention: Payroll Customer Service"

"I, _____, hereby assign to
(Print Name, Initial, and Last Name)

the Association of Professional Flight Attendants (APFA), my initiation fee and APFA dues from any wages earned or to be earned by me as your employee. I authorize and direct you to deduct APFA current initiation fees, in two (2) parts; one-half (1/2) with the first semi-monthly deduction, and one-half (1/2) with the first semi-monthly deduction at the time of my anniversary, and the amount currently in effect and as may hereafter be established by APFA as my membership dues, from each semi-monthly paycheck and to remit the same to APFA."

"This assignment, authorization, and direction may be revoked by me, in writing, after the expiration of one (1) year from the date hereto, or upon the termination date of the labor agreement in effect at the time this is signed, whichever occurs sooner. The revocation must be sent by certified mail to the APFA Treasurer and to American Airlines Payroll Customer Service."

"This assignment, authorization and direction is made subject to the provisions of the Railway Labor Act, as amended, and in accordance with the existing Agreement between APFA and the Company."

Signature of Employee _____ Employee No. _____
Address of Employee _____ Base _____
Department _____ Phone _____ Date _____ "

M. DUES CHECK-OFF FORM

1. When a member of the APFA properly executes such "Check-off Form", the APFA National President shall forward an original copy to American Airlines – Payroll Customer Service.
2. Any Check-off Form which is incomplete or improperly executed will be returned to the President.
3. Any notice of revocation, as provided for in Section 35 or in the Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by certified mail, addressed to the Manager, Payroll Customer Service, at the address indicated above, with a copy to the APFA National President.
4. Check-off Forms and notices received by the Manager, Payroll Customer Service, will be stamp-dated on the date received and will constitute notice to the Company on the date received, and not when mailed.

N. COMPANY PROCEDURES FOR DUES CHECK-OFF

1. When a Check-off Form, as specified herein, is received by the Manager, Flight Payroll, on or before a given payday, deductions will commence with the first regular paycheck following said payday and will continue thereafter until revoked or cancelled, as provided in this Section.
2. The Company will remit to the APFA via electronic funds transfer, payment of all dues collected on a given payday, or as soon after the payday as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure.

3. The Company remittance of APFA membership dues to the APFA will be accompanied by a list of names, employee numbers and station numbers of the employees for whom deductions have been made in that particular period, arranged in order of their employee numbers.
4. The Company will also supply in duplicate to the office of the APFA a listing of those employees who are on leaves of absence, have accepted a position outside the bargaining unit, or have terminated employment with the Company.

O. DUES POLICIES FOR THE INACTIVE FLIGHT ATTENDANT

1. No deductions of APFA dues will be made from the wages of any Flight Attendant who has executed a Check-off Form and who has been transferred to a job not covered by this Agreement, or who is on leave without pay. Upon return to work as a Flight Attendant, deductions shall be automatically resumed, provided it is in accordance with the other appropriate provisions of Section 35 and of the Railway Labor Act, as amended.
2. A Flight Attendant who has executed a Check-off Form and who resigns or is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked their assignment and if the Flight Attendant is recalled or reemployed, further deductions of APFA dues will be made only upon execution and receipt of a new Check-off Form.

P. COLLECTION OF BACK DUES

Collection of any back dues owed at the time of starting deductions for any employee, collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period, and collection of dues missed because of accidental errors in the accounting procedure, will be the responsibility of the APFA and will not be the subject of payroll deductions, and the Company shall not be responsible in any way because of such missed collections. It will be the APFA's responsibility to verify apparent errors with the individual Flight Attendant before contacting the Company.

Q. DUES DEDUCTION

1. Deductions of membership dues shall be made in accordance with the Constitution of the APFA and as prescribed by the Railway Labor Act, as amended, from each paycheck provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been satisfied.
2. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the semi-monthly period in which the Flight Attendant's last day of work occurs.

R. RIGHT TO UNION REPRESENTATION

The APFA does not question the right of the Company supervisors to manage and supervise the work force and make reasonable inquiries of employees, individually or collectively, in the normal course of work.

1. Investigative Meetings

In meetings for the purpose of investigation of any matter which may eventuate in the application of discipline or dismissal, or when written statements are taken relating to such matters, or in meetings of sufficient importance for the Company to have witnesses, or more than one (1) Company supervisor present, the Flight Attendant, if they request, shall have an APFA representative present. Such meetings will be delayed for a reasonable period of time, not to exceed four (4) hours, to allow the APFA representative to be present, provided the Flight

Attendant remains at the place of the meeting while awaiting the APFA representative. The presence of an APFA representative at such meetings shall in no way interfere with the conduct of the meeting.

2. Document Exchange

In meetings held for the purpose of investigation of any matter which may eventuate in discipline or dismissal, or when written statements are taken relating to such matters, or in meetings of sufficient importance for the Company to have witnesses, or more than one (1) Company supervisor present, the Company will provide the Flight Attendant with copies of all documents related to that meeting. The Flight Attendant will be permitted to review the documents before the meeting begins. If the Flight Attendant requests APFA representation, they will be permitted to confer privately with such representative before the meeting begins. Such conference will not normally exceed fifteen (15) minutes, but in no case will such conference unreasonably delay the meeting. Once the meeting begins, such meeting will continue uninterrupted.

For confidentiality purposes, all names and other identifying information may be expunged from any documents provided by the Company, at the Company's option. In any investigation involving alleged harassment, such as sexual, racial, religious, etc., the contents of the documents will be typed in their entirety and provided to the Flight Attendant, except that names and all other identifying information will be expunged for confidentiality purposes.

3. Second APFA Representative as Scribe at Investigative Meetings in Paragraph R.1

- a. A second APFA representative at an Investigative meeting will be permitted for the sole purpose of taking notes.
- b. The presence of an APFA representative, either as a Flight Attendants' designated representative or as a silent scribe, will in no way interfere with the conduct of the meeting nor may the APFA's decision to add a second APFA representative as a scribe delay the meeting.
- c. Should problems develop for the Company as a result of it permitting a scribe at an Investigative meeting, the Company will notify the APFA of such problems and the parties will attempt to solve them. The Company retains the option to discontinue the practice in the event that problems persist which cannot be resolved to the satisfaction of the parties.

4. Presence of APFA Observer during Company Security Department Investigative Interviews.

The Company will permit an APFA representative to be present as a silent observer during Company Security Department investigative interviews in accordance with the following terms:

- a. Flight Attendant(s) interviewed by a Company Security Department representative as part of a Company Security Department investigation may, upon request by the Flight Attendant(s), have an APFA representative present during such interview to act in the role of a silent observer.
- b. Should it be impossible for an APFA representative to be available or if an APFA representative cannot be readily available upon request, (within one (1) hour) the Company's Security Department will not be required to delay the interview. In such circumstances, a Flight Attendant who is being interviewed by the Company Security Department may (1) request the presence of another Flight Attendant who is covered by the AA/APFA Agreement, who is available within one (1) hour, and who is not also being interviewed, to act in the role of a silent observer; or (2) request a brief consultation with

an APFA representative by phone prior to the interview. A Flight Attendant who elects to consult with an APFA representative by phone will be provided, generally five (5) to ten (10) minutes, to speak privately with an APFA representative prior to the interview. Although such Flight Attendant's luggage and other personal possessions will remain with the Flight Attendant, their luggage and other personal possessions must remain in plain view of the Security Department representative during the private phone consultation to ensure the integrity of all evidence is preserved.

- c. Should a silent observer be present during the Company Security Department's investigation interview, such silent observer, whether an APFA representative or another Flight Attendant, may not interfere with or impede the investigation and/or interview. If a silent observer fails to comply with the terms of Paragraph R, the Company will exclude the silent observer from the area in which the investigation and/or interview is being held and the Company will continue with the process.
- d. In the event the Company concludes that problems have developed for the Company as a result of its permitting an observer to be present during Security interviews, the Company will notify the APFA of such problems and the parties will attempt to resolve them. The Company retains the right to modify or cancel Paragraph R.4.a-d in the event problems persist that cannot be resolved to the satisfaction of the Company.

S. COMPANY TO ASSUME ADMINISTRATIVE OVERRIDE

The Company will assume all related payroll cost for Flight Attendants who are on pay continuance.

T. SAVINGS CLAUSE

If any provision of this Agreement is declared unlawful or unenforceable as a result of administrative, legislative or judicial action, the parties agree that the Agreement will be amended to conform with the requirements of such action, provided however, either party shall have the right to challenge the action in question, and amendment of this Agreement will be deferred pending completion of such challenge with no further right of appeal. All other provisions of this Agreement shall remain in full force and effect.