

## ARTICLE 31 - 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 and assessments (not including fines and penalties).

2. A Flight Attendant may have her/his initiation fee and membership dues deducted from her/his 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, s/he must pay her/his initiation fee and membership dues directly to 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 APFA and shall, as a condition of employment, maintain membership in 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 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 Article 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

1. **Dues Obligations.** Flight Attendants who are or who become members of APFA under paragraphs A. or B. above shall pay membership dues as set forth herein, except that payment of membership dues shall not be required as a condition of employment during unpaid sick leaves of absence and/or unpaid injury on duty or during periods of transfer to classifications not covered by this Agreement. This exception shall not apply to leaves, IODs or periods of transfer less than thirty (30) consecutive days.

2. **Supervisory Assessment.** Effective one (1) year from the date of ratification, a Flight Attendant who holds a Flight Service supervisory and related position (as described in Article 17.C.) for more than twelve (12) consecutive months will be required to pay a two-hundred and fifty dollar (\$250.00) assessment to APFA upon return to bargaining unit. Failure to do so will result in the forfeiture of the occupational seniority s/he accrued while holding such Flight Service supervisory and related position.

### E. DEFINITION OF "MEMBER OF APFA"

"Member of APFA", as used herein, shall mean any Flight Attendant who is a member of 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 APFA becomes delinquent within the meaning of paragraph E. above, the following procedures shall apply:

1. The Secretary/Treasurer of APFA shall notify the Flight Attendant, in writing, certified mail, return receipt requested, copy to the Vice President-Employee Relations of the Company, that s/he 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 s/he 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 President of APFA shall certify, in writing, to the Vice President-Employee 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-Employee 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 this paragraph 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 this Article shall be based solely upon the failure of the Flight Attendant to pay or tender payment of initiation fee and/or membership dues, not including fines and penalties.

#### **H. PROCEDURES FOR CONTESTING DISCHARGE**

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

1. A Flight Attendant who believes that the provisions of this Article pertaining to her/him have not been properly interpreted or applied may submit a grievance in writing within ten (10) business days from the date the Flight Attendant receives the notice of termination from the Company pursuant to paragraph F.2. of this Article. The grievance must be submitted to her/his immediate supervisor, who will review the grievance and render a decision in writing, not later than ten (10) business days following receipt of this grievance.

2. The immediate supervisor will forward her/his decision to the employee with a copy to the President of APFA. If the decision is not satisfactory to both the Flight Attendant and APFA, then either may appeal the grievance directly to the System Board of Adjustment, established under Article 29 of this Agreement, within ten (10) days from the date of the decision. The terms and provisions of such Article shall be applicable, except as otherwise specified herein.

3. a. If 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-Employee Relations, and to the members of the System Board of Adjustment.

b. If the Flight Attendant should appeal the decision, s/he may request the Vice-President-Employee Relations to prepare the submission papers in her/his behalf for the System Board of Adjustment. In this event, such request shall be made by the Flight Attendant, in writing, to her/his immediate supervisor who will transmit, through the appropriate Manager of Flight Service, all facts, data and information concerning the grievance, together with a copy of the decision from which appeal is taken. The Vice-President-Employee Relations, will forward copies of the Flight Attendant's separate submission to the employee, the appropriate Manager of Flight Service, the President of APFA, and to members of the Board of Adjustment.

4. During the period a grievance is filed under the provisions of this paragraph and until final award by the Board of Adjustment, the Flight Attendant shall not be discharged from the Company because of non-compliance with the terms and provisions of this Article.

**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 this Article.

**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 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 APFA.

**K. STATEMENT OF GOOD FAITH BY APFA**

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

**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 APFA and remit to APFA initiation fees and membership dues levied in accordance with the Constitution of APFA and as prescribed by the Railway Labor Act, as amended, provided such member of 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 Union:

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

"TO: American Airlines, Inc.  
Attention: Manager  
Flight Payrolls  
Mail Drop #790, P. O. Box 582809  
Tulsa, OK 74158-2809

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

the Association of Professional Flight Attendants, my initiation fees and Association dues from any wages earned or to be earned by me as your employee. I authorize and direct you to deduct the sum of \$ \_\_\_\_\_ 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 second year increase, and the amount currently in effect and as may hereafter be established by the Association as my membership dues, from each semi-monthly or single monthly paycheck and to remit the same to the Association of Professional Flight Attendants."

"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."

"This authorization and direction is made subject to the provisions of the Railway Labor Act, as amended, and in accordance with the existing Agreement between the 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 APFA properly executes such "Check-off Form", the President of APFA shall forward an original copy to the Manager, Flight Payrolls, care of American Airlines, Inc., Mail Drop #790, P. O. Box 582809, Tulsa, Oklahoma, 74158-2809.

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 this Article 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, Flight Payrolls, at the address indicated above, with a copy to the President of APFA.

4. Check-off Forms and notices received by the Manager, Flight Payrolls, will be stamped 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 Payrolls, 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 Article.

2. The Company will remit to 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 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 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 this Article 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 her/his assignment.

3. A Flight Attendant who is recalled or reinstated by the Company and who has previously executed a Check-off Form will automatically have dues deductions reinstated.<sup>1</sup>

**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 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 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 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 her/his last day of work occurs.

## **R. RIGHT TO UNION REPRESENTATION**

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.**<sup>2</sup> 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 s/he requests, 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. Documents Exchange.**<sup>3</sup>

It was agreed that 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 union representation, s/he 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.

The Company maintains the right to revoke this agreement. Should the Company elect to exercise its right to revoke this, the following shall apply:

a. The Vice President of Employee Relations shall notify the President of APFA, in writing, thirty (30) days in advance of its intent to revoke the provisions of this Letter of Agreement.

b. Within ten (10) days following receipt of notice, the President of APFA may request a meeting with the Vice President of Employee Relations for the purpose of reviewing the Company's proposed revocation, and the APFA's response to the allegation(s), including measures proposed and/or implemented by APFA to remedy the situation. At such meeting, the Vice President of Employee Relations shall disclose to the President of APFA the names of individuals upon whom any allegations of abuse are based.

c. A review meeting between the Vice President of Employee Relations and the President of APFA will be held within ten (10) days following the Company's receipt of APFA's request to meet.

d. Within ten (10) days after the review meeting is held, the Vice President of Employee Relations will notify the President of APFA of the Company's written decision to adopt the resolution reached in the review meeting or proceed with the revocation.

e. Should the Company proceed with revocation, and APFA protests the revocation, the procedures governing the filing of a Presidential Grievance shall apply. In such cases, the Presidential Grievance filed in opposition to the Company's revocation of this Letter shall constitute APFA's request for arbitration and shall negate any requirement for a pre-arbitration conference. Within forty-five (45) days of APFA's request for arbitration, the parties shall agree upon an arbitrator and an arbitration hearing date. The scheduled hearing date may be inside or outside of such forty-five (45) day time limit. Until such time as a decision to the Presidential Grievance is rendered, this Letter of Agreement will remain revoked.

f. In such arbitration cases, the following shall apply:

(1) Such hearings shall be conducted in a manner similar to other hearings of a sensitive nature, including the sequestering of witnesses and the excluding of observers.

(2) Any transcript taken at the hearing shall only be distributed to System Board members and counsel for APFA and counsel for the Company.

(3) The distribution of the witness list in such cases shall be limited to APFA counsel and to Company counsel and to those APFA and Company representatives who will present the case.

(4) The standard of proof shall be the preponderance of the evidence.

(5) In addition, in the case of allegations of abuse involving employee or passenger harassment, the parties recognize that the nature of such allegations may create situations in which witnesses are unwilling to testify. Therefore, the parties agree that should a witness who has been allegedly harassed be unwilling to testify, hearsay evidence regarding the alleged harassment shall be admitted at the revocation hearing and shall be accorded appropriate evidentiary weight without any adverse inference based on the unwillingness of the witness to testify. This provision shall not apply unless the Company or the APFA, as applicable, sends a letter, certified mail, return receipt requested, to that party's potential witness who has been allegedly harassed, requesting her/his presence at the hearing as a witness and that potential witness refuses to testify or fails to respond. All letters pursuant to this paragraph shall be included in the document exchange as provided for in Article 29.P.

### **3. Second APFA Representative as Scribe at Article 31.R. Meetings. <sup>4</sup>**

a. A second APFA representative at Article 31.R. meetings 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 Article 31.R. meetings, 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 Union Observer During Company Security Department Investigative Interviews.<sup>5</sup>**

The Company will permit a union 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 5-10 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, s/he and her/his 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 this paragraph, 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 that 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 attempt to resolve them. The Company retains the right to modify or cancel paragraphs 3.a-d, in the event problems persist that cannot be resolved to the satisfaction of the Company.

## **S. GENERAL**

### **1. Company to Assume Administrative Override<sup>6</sup>**

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

continuance.

**2. Advisories and Letters of Concern** <sup>7</sup>

All advisories, letters of concern or letters of complaint will be removed after a period of two (2) years from date of issuance.

**3. Bulletin Boards and APFA Use of Flight Attendant Mail Boxes** <sup>8</sup>

a. Bulletin Boards will be provided by the Company at Flight Attendant base stations, marked APFA, for posting notices of APFA elections, APFA meetings, official notices pertaining to the administration of this Agreement, notices of APFA recreational and social affairs, and other matters of APFA business.

b. Official APFA bulletins may be distributed in the Flight Attendants' mail boxes if they have been approved for such distribution by the appropriate Manager-Flight Service or her/his designee.

c. Posted notices and official APFA bulletins shall bear the seal or signature of an officer of APFA and shall not contain anything of a defamatory or personal nature attacking the Company or its representatives.

d. There shall be no other general distribution or postings by employees or by APFA upon the Company's property.

**4. APFA Lock-Box** <sup>9</sup>

The Company will provide at base stations, a suitable lock-box for APFA mail. The size and type shall be dependent upon the location at each base station.

**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.

**U. NO STRIKE – NO LOCKOUT** <sup>10</sup>

It is the intent of the parties to this Agreement that the procedures set forth herein shall serve as a means of peaceable settlement of all disputes that may arise between them, and herefore:

**1. Lockout**

The Company shall neither cause nor permit a lockout during the life of this Agreement, and

**2. Strike**

Neither the Union nor the employees covered hereunder shall engage in a strike, sit-down, walkout or stoppage, slowdown or curtailment of work for any reason during the life of this Agreement.