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APFA CONSTITUTION

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ARTICLE I

GENERAL

Section 1. NAME:

The name of the organization shall be the Association of Professional Flight Attendants. Whenever the acronym "APFA" is used, it shall refer to and mean the Association of Professional Flight Attendants. Whenever the words "union" or "association" are used in this Constitution, they shall refer to and mean the Association of Professional Flight Attendants.

Section 2. OBJECTIVES OF THE APFA:

- A. To operate a non-profit employee-representing association.
- B. To protect the individual and collective rights of the members of the APFA and to promote their professional interest and image.
- C. To establish and to exercise the right of collective bargaining for the purpose of making and maintaining employment agreements covering rates of pay, rules and working conditions for the members of the APFA.
- D. To promptly settle disputes and grievances which may arise between members and their employer.
- E. To determine and negotiate, and continue to seek to improve rates of pay, rules and working conditions, and to maintain uniform principles of seniority and the perpetuation thereof.
- F. To sponsor and support passage of legislation and appropriate regulations which may be beneficial to the Flight Attendant profession.
- G. To sponsor and support regular training and continuing education programs to enhance the professional skills of officers and representatives of the APFA.
- H. To disseminate information to enhance the professional status of the membership.
- I. To levy dues and assessments upon the membership with which to provide the funds necessary to carry on the business and objectives of the APFA provided however, that increases in dues and the levying of assessments shall be made only in accordance with this Constitution and applicable Federal law.
- J. To purchase, hold, acquire, lease, mortgage and convey real estate and personal property of every kind, nature and description, in any state, the District of Columbia, any territory or possession of the United States and any country for the convenient conduct and execution of the Association's business, including the purchasing, leasing

and maintaining of equipment, buildings, and improvements which may be necessary, directly or indirectly, in connection with any of the business and objectives of the Association, with the approval of the Executive Committee, subject to approval by the Board of Directors.

- K. To do any and all other acts consistent with and in furtherance of the objectives and purposes herein.

Section 3. INSIGNIA:

The official insignia of the APFA shall be:



Section 4. OFFICE LOCATIONS:

The location(s) of the office(s) and headquarters of the APFA shall be determined by the Board of Directors and shall only be changed by a two-thirds (2/3) majority of the Voting Board of Directors.

Section 5. DURATION:

The duration of the APFA shall be perpetual, or until it is dissolved as provided for in this Constitution. In the event of dissolution of the APFA, the National Officers of the Association shall act as agents for the membership and shall dispose of all of the physical assets of the APFA upon directive from the Board of Directors consistent with Federal and State law. All of the liquid assets shall be prorated to the membership on record in good standing of the APFA at the time of such dissolution in proportion to the monies being paid by such members, less any indebtedness; provided that any amounts that may be paid to the APFA for insurance or other benefits shall be dealt with separately and prorated only to those members who contributed to such funds and in proportion to their individual contributions.

Section 6. PARLIAMENTARY LAW:

All questions on parliamentary law and rules of order shall be decided according to the principles set forth in the most current published edition of Robert's Rules of Order, revised, except for those which are expressly modified by this Constitution.

Section 7. DEFINITIONS:

As used in this Constitution, the following words or terms shall mean:

- A. **"Annual Convention"** or **"Special Convention"** means a meeting of the APFA Board of Directors wherein the elected Delegates are empowered to elect and/or remove Ad Hoc Members of the Executive Committee.
- B. **"Base"** means one or more airports or co-terminals located within a commonly recognized metropolitan area to which APFA members have been assigned by their employer(s) for administrative purposes and to which members' flying assignments have been allocated.
- ~~(1) This Constitution provides for and the APFA Board of Directors shall recognize the following types of bases:~~
- ~~a. A "domestic base" means a base containing an American Airlines domestic operation as defined in K,(1) of this Section 7.~~
- ~~b. An "international base" means a base containing an American Airlines international operation as defined in K,(1) of this Section 7.~~
- ~~c. A "commuter base" means a base containing an American Airlines commuter operation as defined in K,(1) of this Section 7.~~
- A base may include a military operation, ~~as defined in K,(1) of this Section 7 and/or~~ a charter operation, ~~as defined in K,(1) of this Section 7, and/or~~ members of **satellite** for representational purposes.
- (2) A base may also include one or more "Other Airline (OAL) Operation(s)", ~~as defined in K,(2) of this Section 7,~~ for representational purposes. An OAL Operation shall be assigned to a base(s) by action of the Executive Committee, subject to approval by the Board of Directors.
- C. **"Delegate"** means a Base ~~Chair~~ **President** who has been elected by secret ballot by the membership of a base, or who has been duly elected by virtue of running unopposed, as a representative to the Annual or Special Conventions for the specific purpose of electing and/or removing Ad Hoc Members of the Executive Committee; or a Vice ~~Chair~~ **President** who has been elected by secret ballot by the membership of a base, or who has been duly elected by virtue of running unopposed, to serve as such a representative in the absence of the Base ~~Chair~~ **President**.
- D. **"Duly Designated Member"** means an active member in good standing of the APFA at a meeting or session of the Board of Directors for the purpose of representing for that meeting or session, or for part of that meeting or session, one of the regular Voting Board Members.
- E. **"Duty"** means an obligation of performance, care or observance which rests upon a person in any position or fiduciary capacity with or as a member of the APFA.

- F. **"Insignia"** means the official emblem of the APFA.
- G. **"Majority of the Voting Board of Directors"** means fifty percent (50%) plus one (1) of the total "Voting Board of Directors" as defined in Article III, Section 3,B,(2) of this Constitution.
- H. **"May"** or **"Should"** means a discretionary or permissive act or directive.
- I. **"Meeting"** means an assembly of APFA members or officers or representatives for a common purpose. A meeting may consist of one or more sessions.
- J. **"Must"** or **"Shall"** or **"Will"** means a word of command which always has a compulsory meaning denoting obligation; imperative and mandatory.
- K. **"Operation"** means a type of flying shared by members of the APFA. This Constitution provides for and the APFA Board of Directors shall recognize the following types of "operations":
- (1) **"American Airlines (AAL) Operation"** means an operation where APFA members are covered by a Collective Bargaining Agreement negotiated by the APFA on behalf of Flight Attendants employed by American Airlines (AAL). Such Collective Bargaining Agreement shall be used to define the following AAL Operations:
 - a. "Domestic Operation"
 - b. "International Operation"
 - c. "Commuter Operation"
 - d. "Military (MAC/CRAF) Operation"
 - e. "Charter Operation"
 - (2) **"Other Airline (OAL) Operation"** means an operation wherein flying is performed by a subsidiary or affiliated airline owned and/or operated by AMR Corporation American Airlines Group, and/or flying is performed for or on behalf of American Airlines or AMR Corporation American Airlines Group by an independently-owned airline. The Flight Attendant employees of an OAL Operation may be represented by the APFA, but are not covered by a Collective Bargaining Agreement negotiated by the APFA on behalf of Flight Attendants employed by AAL.
- L. **"Petition"** means a written document stating a purpose and carrying the printed names, bases, employee numbers and the corresponding signatures of members in good standing of the APFA.
- M. **"Privilege"** means a benefit or advantage enjoyed by a person in any position or fiduciary capacity with or as a member of the APFA.

- N. **"Proxy"** means a written authorization from one member of the Board of Directors to another, or from one member of the Executive Committee to another, for the purpose of exercising a vote at any meeting.
- O. **"Responsibility"** means an obligation to answer for a duty to act or a failure to act by a person in any position or fiduciary capacity with or as a member of the APFA.
- P. **"Resume"** means a summary of a member's achievements or qualifications offered in support of such member's request to be considered for appointment to a position with the APFA.
- Q. **"Rights"** means those powers and/or privileges inherent to a person in any position or fiduciary capacity with or as a member of the APFA.
- R. **"Satellite"** means a location where an airport or co-terminals serve a city outside of, or distanced from, any commonly recognized metropolitan area that is served by an APFA base as defined by this Constitution. **For representational purposes, a satellite shall be considered part of a base as determined by the Board of Directors.** ~~Flying assignments undertaken from a satellite location shall be considered a part of a specific operation of a base.~~
- (1) ~~A satellite, as provided in a Collective Bargaining Agreement negotiated by the APFA on behalf of Flight Attendants employed by AAL, may be linked to and considered one of the parts of a base(s) for representational purposes, and/or~~
- (2) ~~A satellite may be linked to and considered one of the parts of the OAL Operation assigned to a base(s) for representational purposes by action of the Executive Committee, subject to approval by the Board of Directors.~~
- S. **"Session"** means a period of time within any one day during which APFA members are assembled and engaged in the transaction of the business of the APFA.
- T. **"Subject to"** means that a decision is effective when made and will be deemed approved unless and until reversed by the designated body.
- U. **"Subject to"** means that a decision is effective when made and will be deemed approved unless and until reversed by the designated body.
- V. **"Vacancy in the office" or "Vacancy in the position"** means the death, resignation, removal or incapacitation of an officer or representative that renders him/her unable to perform the duties of the office or the position.
- W. **"Willingness to Serve (WTS)"** means written notification that a member uses for self-nomination for any elected position or to nominate another member for any elected

position.

Section 8. REQUIREMENTS:

- A. In order to be elected or appointed to any office or any position with the APFA, any member must be an active member in good standing as defined in Article II, Sections 4,A and 4,B of this Constitution.
- B. All APFA officers and representatives shall be required to remain active members in good standing.
- C. All APFA officers and representatives shall enforce this Constitution and Collective Bargaining Agreement(s) negotiated by the APFA.
- D. All APFA officers and representatives shall carry out the resolutions and/or policy decisions as set forth and established by the Board of Directors.
- E. All APFA officers and representatives shall be required to attend and participate in training and continuing education programs to improve the quality of representation for the members of the APFA.

ARTICLE II

MEMBERSHIP

Section 1. ELIGIBILITY FOR MEMBERSHIP:

- A. Any person in the craft and class of Flight Attendant at an airline at which the APFA is the recognized Bargaining Agent for the Flight Attendant employee group at that airline shall be eligible to join and maintain membership in the APFA as hereinafter provided.
- B. A Flight Attendant who accepts a paid position with the employer outside the craft and class of Flight Attendant shall no longer be eligible for membership in the APFA. If the person returns to the position of Flight Attendant, he or she shall be eligible to rejoin the union, upon payment of APFA's re-initiation fee.

Section 2. OBLIGATIONS OF MEMBERS:

Members of the Association do accept and agree to abide by this Constitution of the APFA as it is in force or as it may be altered, added to, deleted from or amended in accordance with the provisions of this Constitution. Ignorance of this Constitution will not be considered a proper excuse for any violation of the provisions contained herein. Inherent in the rights, privileges, duties and responsibilities of membership in the APFA is the obligation to responsibly exercise these rights, privileges, duties and responsibilities.

Section 3. BILL OF RIGHTS OF MEMBERS:

- A. All members of the APFA shall have the right of free speech, freedom of assembly and freedom to dissent.
- B. All members of the APFA shall have access to all administrative and financial reports and records except as provided in Section 5,B,(1) of this Article II.
- C. All members of the APFA shall have the right to individual privacy.
- D. All members of the APFA shall have the right to due process and equal representation.
- E. All members of the APFA shall have full equality of rights and shall not be discriminated against because of national origin, race, religion, creed, age, **disability**, sex, or sexual orientation **or gender identity**.

Section 4. CLASSIFICATION OF MEMBERSHIP: **- ACTIVE:**

- A. An Active Member is a Flight Attendant who has a dues obligation to the APFA in accordance with this Constitution, except as provided herein.
- B. Membership Status-- Good Standing
- (1) The rights and privileges of a member in good standing shall include, but not be limited to:
- a. attending union meetings;
 - b. voting on all matters brought before the membership;
 - c. voting in elections for officers or base representatives of the APFA; and
 - d. running for an elected position, or holding an elected or appointed position with the APFA.
- (2) A member, regardless of flight status, shall be considered in good standing and shall maintain all rights and privileges of the APFA so long as financial obligations are met pursuant to this Article II and Article IV of this Constitution.
- (3) ~~Members who are in an unpaid status for any reason shall be dues obligated for all dues accrued on or after the effective date of this Section 4.B(3), and shall be required to pay dues on a monthly basis. In accordance with Article II, Section 4.C., in order for members in an unpaid status to be in good standing and have the rights, privileges, duties, and responsibilities of good standing membership, their dues obligation must not be in arrears for more than sixty (60) days. **Subject to Section 4.B(4), below, and beginning on the effective date of this provision, a member in good standing will remain in good standing and will be exempt from his / her dues obligation to the APFA when the member is in an unpaid status from his/her employer in excess of thirty (30) consecutive days by:**~~
- a. **termination by the employer and the member is seeking reinstatement as provided for in the applicable Collective Bargaining Agreement or through an administrative or judicial proceeding;**
 - b. **suspension/withhold by the employer and the member is seeking reinstatement;**
 - c. **unpaid sick status;**
 - d. **unpaid Injury on Duty (IOD);**
 - e. **hardship as approved by the Executive Committee or by the Board of Directors;**
 - f. **approved military leave of absence;**
and/or
 - g. **furlough by the employer.**

- (4) *If a member is exempt from his/her dues obligation under Section 4.B(3), above, in order to exercise any of the rights, privileges, duties and responsibilities of members in good standing while in unpaid status, in addition to any other dues owing he/she must pay the dues that otherwise would have accrued during the unpaid status, with no dues in arrears for more than sixty (60) days.*
- (5) *Once a member who is exempt from his/her dues obligation under Section 4.B(3) returns to a dues-obligated status, no dues shall be owed for the dues-exempt period.*

C. Membership Status -- Bad Standing: A member in good standing shall lose the rights, privileges, duties and responsibilities of good standing membership status and shall be considered in bad standing:

- (1) should his/her dues obligation be in arrears for more than sixty (60) days; and/or
- (2) after a final and binding determination by the Article VII Arbitrator pursuant to the procedures of Article VII of this Constitution, whereby the member's status has been changed to bad standing.

Section 5. CLASSIFICATION OF MEMBERSHIP:

– INACTIVE:

- A. An Inactive Member is a person who has no dues obligation to the APFA in accordance with this Constitution, by virtue of the following:
 - (1) Retired Members: Those members who are retired from a position as a Flight Attendant with an airline represented by the APFA, and who were members in good standing at the time of their retirement.
 - (2) Honorary Members: Those members upon whom Honorary Membership has been conferred by the Board of Directors.
- B. Inactive members shall have the right to attend Association meetings and participate in Association activities except as provided in (1) and (2) below:
 - (1) Inactive members shall not have the right to vote in any Association balloting, be appointed to any Association position, run for any Association office, or inspect the APFA records.
 - (2) Honorary members may be restricted from participation in Association sponsored programs where specific requirements prohibit such participation.

Section 6. MEMBERSHIP CREDENTIALS:

~~Every member of the APFA shall be provided~~ A membership card and pin ***shall be available to every member***. The card shall contain space for the name of the member; shall carry the signature of an officer or officers; and shall bear the official insignia of the APFA.

ARTICLE III

GOVERNMENT OF THE APFA

Section 1. THE APFA CONSTITUTION:

This Constitution shall be the supreme law of the APFA.

- A. This Constitution may be recommended to the membership for alteration, addition, deletion or amendment by:
 - (1) a two-thirds (2/3) majority of the Voting Board of Directors, or
 - (2) a petition(s) submitted in accordance with the provisions of this Constitution carrying signatures numbering twenty-five percent (25%) or more of active members in good standing. The office of the **National** Treasurer must, within thirty (30) days following receipt of such petition(s), verify that the names on the petition(s) are of active members in good standing and must issue written certification to the National Balloting Committee (NBC) authorizing a special balloting of the membership to begin no later than thirty (30) days following such certification.
- B. An affirmative vote by a majority of those active members in good standing who return valid ballots shall be required for the passage of any proposed alteration, addition, deletion or amendment.

Section 2. GOVERNING BODIES AND POLICIES:

- A. The governmental powers of the APFA shall be vested in the Board of Directors, and the officers and representatives of the APFA in accordance with the provisions of this Constitution. The final control of the APFA shall be vested in the membership.
- B. The APFA shall establish an Executive Committee. This Constitution shall confer and vest in the Executive Committee the rights, privileges, duties and responsibilities to act as agent for the Board of Directors in accordance with the provisions of this Constitution.
- C. The APFA shall establish a Policy Manual to incorporate those policies, procedures, rules and regulations affecting the governing bodies, officers, representatives and members of the APFA in accordance with this Constitution. The Policy Manual shall include but not be limited to the following: trip removal policy, expense policy, officer salaries, budget policy, headquarters policy, and policies governing conventions and meetings of the Board of Directors and the Executive Committee.

Section 3. BOARD OF DIRECTORS:

- A. The Board of Directors is authorized and empowered to take any and all lawful action consistent with this Constitution to safeguard and protect the APFA, and the rights, privileges, duties and responsibilities of the officers, representatives and members of the APFA. The Board of Directors is authorized to interpret this Constitution and to establish, prescribe and adopt such other policies which may be consistent with this Constitution as required for the direction and management of the affairs of the APFA.
- B. Organization
- (1) The Board of Directors shall consist of the **National** President, **National** Vice President, **National** Secretary, **National** Treasurer, and each Base **Chair President**.
 - (2) The Voting Board of Directors shall consist of each Base **Chair President**.
 - a. The **National** President, **National** Vice President, **National** Secretary and **National** Treasurer shall have a voice but no vote at a Board of Directors meeting, except that:
 - b. when all voting members are present, and when a vote on an issue by the voting members results in a tie, with no abstentions, the **National** President must cast the deciding vote.
 - c. The Delegate(s) shall be those Base **Chair Presidents** (or in their absence, the Vice **Chair Presidents**) who have been elected by the membership of their bases, **or duly elected by virtue of running unopposed,** to serve as delegates to the Annual or Special Convention(s) with the authority to elect or remove Ad Hoc Members of the Executive Committee.
- C. Annual Training: The Board of Directors shall participate in an annual training session.
- D. Annual Convention: The Board of Directors shall convene once a year as the Annual Convention of the APFA on a date and at a location determined by the **National** President. The Annual Convention shall be held no earlier than ninety (90) days and no later than fifteen (15) days prior to the expiration of the current fiscal year.
- E. Special Meetings/Special Conventions: The Board of Directors may convene for special meetings or special conventions.
- (1) A Special Meeting or a Special Convention may be called by the **National** President or by four (4) members of the Executive Committee, or by a

- majority of the Voting Board of Directors by written request to the **National** Secretary.
- (2) The Special Meeting or the Special Convention must convene no later than fourteen (14) days following receipt by the **National** Secretary of such request.
- F. Quorum: In order to conduct the business of the APFA, including business conducted by Teleconference Meeting, a quorum or more must be present. A quorum of the Board of Directors shall consist of two-thirds (2/3) of the total Board of Directors.
- G. Agenda: There shall be no restrictions on business conducted at any convention or meeting of the Board of Directors provided however, that no business shall be acted upon without:
- (1) ten (10) days notice of the agenda in writing to the total Board of Directors prior to such meetings, or
 - (2) approval by a majority of the Voting Board of Directors who are present at the meeting.
- H. When more than a quorum is present at any convention or meeting of the Board of Directors, all issues shall be decided by a majority of the Voting Board of Directors, except as provided for in this Constitution. In the event that only a quorum is present, all issues shall be decided by a two-thirds (2/3) majority vote of the quorum, except as provided for in this Constitution.
- I. At any convention or meeting , except as provided for in Section J below, each Base **Chair President** shall be entitled to:
- (1) one (1) vote;
 - (2) issue his/her proxy in writing to another Board member, provided:
 - a. The member must be present at the meeting before giving a proxy to another member,
 - b. A proxy shall not be exercised when the member is present at the table;
 - c. A proxy shall not be exercised in a secret ballot; and
 - d. A proxy shall be valid until the conclusion of the day's business;
 - (3) hold one (1) written proxy.
 - (4) Each Base **Chair President** may duly designate.
 - a. In the event that a Base **Chair President** cannot attend all or part of a Board meeting, the Vice **Chair President** shall attend in his/her absence. Should there be no Vice **Chair President** available to fill the seat of the Base **Chair President** at the Board meeting, the Base **Chair President** shall first designate from the Base Council, then from the base at large.

- b. Such designation shall be in writing, signed by the Base **Chair President**, and given to the **National** Secretary prior to any vote by the designee.
 - (5) The Vice **Chair President** or designee shall have the same powers as the Base **Chair President** at any convention or meeting except as provided in J of this Section 3.
- J. Only for the purposes of electing or removing an Ad Hoc Member of the Executive Committee at the Annual or Special Convention(s), each Delegate, as defined in Article I, Section 7,C of this Constitution and Section 3,B,(3) of this Article III, shall be entitled to:
 - (1) one (1) vote;
 - (2) issue his/her proxy in writing to another Delegate, provided that such proxy shall not be exercised when the Delegate is present at the table;
 - (3) hold one (1) written proxy; and
 - (4) in this instance only:
 - a. the Delegate issuing the proxy need not be present at the Annual or Special Convention to issue the proxy; and
 - b. the proxy may be used only for the secret ballot vote to elect or remove Ad Hoc Members of the Executive Committee.
- K. Minority Report: Whenever two or more members of the total Board of Directors do not agree with the opinion of the majority on any matter, they shall have the right to submit a written report concerning that matter to the **National** Secretary. The **National** Secretary must then append that minority report to the minutes of the appropriate Board of Directors convention or meeting.
- L. Jurisdiction and Duties: The Board of Directors shall have the following rights, privileges, duties and responsibilities, ~~and at Annual Convention must:~~
 - (1) set policy for the APFA;
 - (2) ~~review, and if necessary, modify~~ the APFA Policy Manual **as it deems appropriate**;
 - (3) approve the annual budget;
 - (4) set annual goals for the APFA **as it deems appropriate**;
 - (5) assign to each Ad Hoc Member of the Executive Committee those **Chair Presidents** with whom s/he shall maintain regular contact and communication;
 - (6) determine the number of administrative, committee, and support positions as may be required under Article IX of this Constitution to meet the needs of the membership;

- (7) nominate and appoint members of the National Balloting Committee and Budget Committee when appointments are appropriate;
- (8) review the base assignment of any OAL Operation or satellite and, when necessary alter operation or satellite assignments;

While not limited to the following, the Board of Directors may:

- (9) review the dues structure of the Association;
- (10) override the Executive Committee rejection of a proposed Collective Bargaining Agreement;
- (11) establish the **Regions Divisions**, and the **National** Vice President will assign the **Division Regional** Representatives;
- (12) establish, combine, delete or change the duties, responsibilities and specific job descriptions of administrative, committee and support personnel in accordance with the provisions of Article IX of this Constitution for budgetary or policy reasons, taking into consideration the recommendations of the National Officers;
- (13) direct special mailings to the membership;
- (14) recognize the accomplishments and achievements of members of the APFA;
- (15) give annual awards;
- (16) confer Honorary membership;
- (17) approve hardship dues forgiveness and review other hardship requests that may be brought before the Board;
- (18) appoint special committees;
- (19) appoint or change the Article VII Arbitrator or Alternate Article VII Arbitrator(s);
- (20) approve Article VII administrative changes;
- (21) suspend officers or representatives pursuant to Article VII;
- (22) take any and all appropriate action deemed necessary by the Board and in accordance with this Constitution to promote the welfare of the members of the APFA, and this shall include the right to reverse an action or decision of the Executive Committee, National Officers or other representatives, except as provided in this Article III, Section 4,J,11 or Article VIII, Section 6,B of this Constitution.

M. The Delegates at the Annual Convention shall nominate and elect Ad Hoc Members of the Executive Committee as terms expire or when a vacancy occurs. At the Annual or Special Convention(s), Delegates may remove Ad Hoc Members and

may nominate and elect Ad Hoc Members to fill a vacancy for the balance of the unexpired term.

Section 4. EXECUTIVE COMMITTEE:

- A. The Executive Committee shall act as the agent for and on behalf of the Voting Board of Directors, and shall interpret this Constitution, subject to the approval of the Board of Directors.
- B. Organization: The Executive Committee shall consist of the **National** President, **National** Vice President, **National** Secretary, **National** Treasurer and five (5) Ad Hoc Members.
- C. Quarterly Meetings: The Executive Committee shall convene for the transaction of business at least once each quarter on a date and at a location determined by the **National** President.
- D. Special Meetings: The Executive Committee may convene for special meetings.
 - (1) A Special Meeting of the Executive Committee may be called by the **National** President or by four (4) members of the Executive Committee by request to the **National** Secretary.
 - (2) The Special Meeting must convene within seven (7) days following receipt by the **National** Secretary of such request.
- E. Quorum: In order to conduct the business of the APFA, including business conducted by Teleconference Meeting, a quorum or more must be present. Seven (7) members of the Executive Committee shall constitute a quorum.
- F. Agenda: There shall be no restrictions on business conducted at any meeting of the Executive Committee provided however, that no business shall be acted upon without:
 - (1) three (3) days notice of the agenda in writing to the Executive Committee prior to such meeting, or
 - (2) approval by a majority of the members of the Executive Committee who are present at the meeting.
- G. All issues shall be decided by five (5) or more members of the Executive Committee voting in the affirmative except as provided for in this Constitution.
- H. Each member of the Executive Committee shall be entitled to:
 - (1) one (1) vote;
 - (2) issue his/her proxy in writing to another member of the Executive Committee, provided:
 - a. the member must be present at the meeting before giving a proxy to another member,

- b. a proxy shall not be exercised when the member is present at the table;
 - c. a proxy shall not be exercised in a secret ballot;
 - d. a proxy shall be valid until the conclusion of the agenda's business;
 - e. hold one (1) written proxy.
- I. A member of the Executive Committee shall not be entitled to duly designate another person to act for such member at any meeting of the Executive Committee except as provided for in Article VII, Section 4,C of this Constitution.
- J. Ad Hoc Members of the Executive Committee:
- (1) At least sixty (60) days prior to the Annual Convention, the **National** Secretary, via the official publication of the APFA, shall issue a Willingness-to-Serve (WTS) notification to advise the membership that the Delegates will elect Ad Hoc Member(s) of the Executive Committee. A WTS notification may be returned to the **National** Secretary at any time prior to the Annual Convention for distribution to the Board of Directors.
 - (2) Prior to the secret ballot election or removal of Ad Hoc Members at the Annual or Special Convention(s), the **National** Secretary shall read the names of those Base **Chair Presidents** or Vice **Chair** who have been elected as Delegates to the Annual or Special Convention(s) as certified by the National Balloting Committee. The **National** Secretary shall record the names of those Delegates present and/or the names of those Delegates issuing or holding a proxy, as provided for in Section 3,J of this Article III. Only those Delegates recorded by the **National** Secretary may participate in the vote to elect or remove the Ad Hoc Members at that Convention.
 - (3) Any member of the Board of Directors may nominate an individual to serve as an Ad Hoc Member. In nominating and electing Ad Hoc Members, the Board shall not be limited to those individuals nominated by WTS notifications.
 - (4) Nominations shall be put forward during the first day of the Annual Convention, and elections shall **begin on the second day be the last agenda item for the Annual Convention.** At a Special Convention, nominations and elections may take place on the same day. In no event may a Convention adjourn with a vacancy remaining in any position of Ad Hoc Member.
 - (5) Ad Hoc Members shall be elected to serve staggered three (3) year terms by a two-thirds (2/3) majority

- vote of the recorded Delegates by secret ballot. If no candidate receives a two-thirds (2/3) majority vote in the initial balloting, Delegates may nominate additional candidates in accordance with J,(3) above.
- (6) The balloting process for the election or removal of Ad Hoc Members at the Annual or Special Convention(s) shall be conducted by members of the National Balloting Committee.
 - (7) Acceptance of a position as an Ad Hoc Member shall constitute acceptance of a position with the APFA for the purposes of this Constitution. An Ad Hoc Member may perform additional duties as deemed appropriate by the National Officers, the Board of Directors or the Executive Committee so long as such duties do not constitute acceptance of an additional position with the APFA as defined in Section 6 or Section 7 of this Article III, or in Article IX, Sections 4, 5, 6 or 7 of this Constitution.
 - (8) Ad Hoc Members shall not be full time salaried positions, but shall be compensated for expenses, pay continuance and/or trip removal in accordance with applicable provisions contained in Article V of this Constitution and in the APFA Policy Manual.
 - (9) An Ad Hoc Member may be removed from his/her position only at a Convention by a two-thirds (2/3) majority vote of the recorded Delegates by secret ballot, with or without cause.
 - (10) In the event of a vacancy in the position of Ad Hoc Member, or in the event an individual declines the position after the Annual Convention has adjourned, the Executive Committee shall function with a vacancy so long as at least a quorum of the Executive Committee exists until the next Annual or Special Convention. At that Convention, the recorded Delegates shall elect a new Ad Hoc Member to fill the vacancy and complete the balance of the unexpired term.
 - (11) Ad Hoc Members shall function, when necessary, as the APFA Grievance Appeal Panel to review decisions of the Grievance Review Committee.
 - a. When the Grievance Review Committee decides to withdraw a grievance, such decision may be appealed by the grievant to the Grievance Appeal Panel.
 - b. The decision of the Grievance Appeal Panel shall be final and binding and not subject to reversal by the Executive Committee or the Board of Directors.

K. Jurisdiction and Duties: The Executive Committee shall be charged with the rights, privileges, duties, and responsibilities to:

- (1) assure compliance with the policies as set forth and established by the Board of Directors;
- (2) act on business or matters presented to the Executive Committee by any member of the Board of Directors or by administrative or committee personnel;
- (3) communicate on a regular and consistent basis with members of the Board of Directors;
- (4) determine the content of annual training for members of the Board of Directors;
- (5) confirm or reject the nomination of individuals to serve in the administrative and committee positions as provided in Article IX of this Constitution;
- (6) establish special committees and/or task forces which may be deemed necessary to the best interest of the membership;
- (7) confirm or reject the nominations of members to other committees as established by this Constitution or as may be established by the Board of Directors;
- ~~(8) assign a newly opened OAL Operation of satellite to an existing base(s) subject to confirmation or alternation by the Board of Directors;~~
- (98) confirm the **National** Treasurer's recommendation of the accounting firm to prepare the annual audit;
- ~~(409)~~ approve the initiation of litigation prior to commencement of a lawsuit.
- ~~(4410)~~ Take any and all appropriate action deemed necessary by the Executive Committee and in accordance with this Constitution and the resolutions and policy decisions of the Board of Directors to promote the welfare of the members of the APFA, and this shall include the right to reverse an action or decision of the National Officers or other representatives, except as provided in this Article III, Section 4,J,11.

While not limited to the following, the Executive Committee may:

- ~~(4211)~~ recommend changes to the APFA Policy Manual;
- ~~(4312)~~ accept a proposed Collective Bargaining Agreement as submitted by the Negotiating Committee for referral to the membership for ratification;
- ~~(4413)~~ reject a proposed Collective Bargaining Agreement as submitted by the Negotiating Committee;
- ~~(4514)~~ adjust the budget to meet the unexpected needs of

the membership, provided that:

- a. such budget adjustment shall require that the Board of Directors be notified of the adjustment within forty-eight (48) hours following the adjournment of the Executive Committee meeting wherein the budget was adjusted, and
 - b. such adjustment may not reduce any base budget without prior approval by a majority of the Voting Board of Directors;
- (1615) direct that a special mailing be sent to the membership;
- (1716) recognize the accomplishments and/or contributions of members and/or representatives of the APFA;
- (1817) approve hardship dues forgiveness and review other hardship requests that may be brought before the Executive Committee.
- (1918) order a special Base/Delegate election should a convention be scheduled to convene and there exists at such base a dual vacancy in the positions of Base **Chair President** and Vice **Chair President**, or in the event the base does not have an elected Delegate to the convention. Such special election shall be held in accordance with the procedures provided for in the APFA Policy Manual.

Section 5. TELECONFERENCE MEETINGS:

When it becomes necessary for the Board of Directors and/or the Executive Committee to act on urgent or emergency business through the use of a Teleconference Meeting, the following procedures shall apply:

- A. The **National** President, or four (4) members of the Executive Committee, or a majority of the Voting Board of Directors may advise the **National** Secretary that a Teleconference Meeting of the Board of Directors is required to conduct the business of the APFA.
- B. The **National** President, or four (4) members of the Executive Committee may advise the **National** Secretary that a Teleconference Meeting of the Executive Committee is required to conduct the business of the APFA.
- C. The purpose of the Teleconference Meeting must be submitted to the **National** Secretary in writing and any resolution(s) shall include the names of the maker and second.
- D. Upon receipt of the request for a Teleconference Meeting, the **National** Secretary shall provide written notification to the Board of Directors or the Executive Committee, as

appropriate, that a Teleconference Meeting is to be conducted. Such notification shall include the name(s) of those individual(s) calling the Teleconference Meeting and the complete text of any proposed resolution(s) with the names of the maker and the second. The **National** Secretary shall also specify the date and time when the **National** President will convene the Teleconference Meeting.

- E. The **National** Secretary must request written verification of receipt of the notification.
- F. The Teleconference Meeting may be conducted as soon as a quorum can be established, but no sooner than all reasonable efforts have been made to notify all Board members or Executive Committee members, as appropriate, that a Teleconference Meeting is to be conducted.
- G. The Teleconference Meeting must be conducted no later than the urgent or emergency circumstances dictate, but in no event later than ten (10) days following receipt by the **National** Secretary of the request for the meeting.
- H. The Teleconference Meeting shall commence at the time and date specified, provided that a quorum or more must be participatory throughout the meeting. Should the quorum be failed at any time during the course of the Teleconference Meeting, the meeting shall be considered to be adjourned and shall be rescheduled as provided in D of this Section 5.
- I. At a Teleconference Meeting of the Board of Directors when more than a quorum is participatory, all issues shall be decided by a majority of the Voting Board of Directors except as provided for in this Constitution. In the event that only a quorum is participatory, all issues shall be decided by a two-thirds (2/3) majority vote of the quorum except as provided for in this Constitution.
- J. At a Teleconference Meeting of the Executive Committee five (5) or more members voting in the affirmative shall be required to decide an issue, except as provided for elsewhere in this Constitution.
- K. The vote tabulation shall be conducted by the **National** Secretary.
- L. Once the vote is completed, the **National** Secretary shall forward to each member of the Board of Directors and the Executive Committee a copy of the tally sheet attached to the resolution(s).
- M. All business conducted by a Teleconference Meeting shall become a part of the permanent record of the APFA.
- N. Any business conducted by a Teleconference Meeting is subject to reconsideration at the next meeting of the Executive Committee or Board of Directors, as appropriate.

Section 6. OFFICERS:

- A. Definitions: The National Officers shall be the **National** President, **National** Vice President, **National** Secretary and **National** Treasurer.
- B. Duties of the **National** President shall include but not be limited to the following:
- (1) The **National** President shall be the chief executive officer of the APFA, and shall conduct the affairs of the APFA in accordance with this Constitution and the resolutions and policy decisions of the Board of Directors and/or the Executive Committee.
 - (2) The **National** President shall sign any agreements, supervise the activities of the APFA and carry out any duties the Board of Directors and/or the Executive Committee may request, in accordance with this Constitution.
 - (3) The **National** President shall convene any convention or meeting of the Board of Directors and the Executive Committee. S/he must convene the Board to review any proposed Collective Bargaining Agreement between the APFA and AAL.
 - (4) The **National** President shall convene any meeting of the OAL Operation Advisory Panel. S/he must convene the Panel to review any proposed Collective Bargaining Agreement between the APFA and an airline other than AAL whose Flight Attendant employees are represented by the APFA.
 - (5) The **National** President shall act as Chairperson for the Board of Directors, the Executive Committee, the Negotiating Committee and the OAL Operation Advisory Panel. The **National** President shall oversee all other national committees, unless otherwise provided for in this Constitution or by resolution or policy of the Board of Directors or the Executive Committee.
 - (6) The President shall submit the annual budget to the Board of Directors for approval at the Annual Convention.
 - (76) The **National** President shall recommend to the Executive Committee all changes in employment and staff requirements and, subject to the approval of the Executive Committee, fix compensation for all agents and employees of the APFA. The **National** President shall be responsible for the employment, supervision and discharge of all agents and employees of the APFA.
 - (87) The **National** President shall **may** address an

Annual Report to the membership.

(98) The **National** President shall nominate, and the Executive Committee shall confirm or reject, individual active members in good standing to serve as National **Coordinator Chairs** and **Appointed Negotiating Team members**.

(409) *The **National** President shall appoint Negotiating Committee members in accordance with Article X, Section A.5(1)b of this Constitution.*

(10) The **National** President shall have the authority to hire, retain or employ general counsel and/or other legal counsel for the APFA, subject to the approval of the Executive Committee.

(11) The **National** President shall direct and coordinate legislative and political initiatives and any lobbying efforts on behalf of the Association to further the objectives of the APFA.

C. Duties of the **National** Vice President shall include but not be limited to the following:

(1) The **National** Vice President shall assist the **National** President in the discharge of all duties. In the absence of the **National** President, or should a vacancy occur in the office of **National** President, the **National** Vice President shall perform the duties of the **National** President.

(2) The primary responsibility of the **National** Vice President shall be to oversee the grievance and arbitration process provided for in the Railway Labor Act and the Collective Bargaining Agreement(s) entered into between the APFA and employers.

(3) The **National** Vice President shall serve as the APFA's permanent Chairperson of the Flight Attendant System Board(s) of Adjustment.

(4) The **National** Vice President shall coordinate activities of the System Board(s) of Adjustment with other departments within the APFA.

(5) The **National** Vice President shall nominate, and the Executive Committee shall confirm or reject, individual active members in good standing to serve as **Division Regional** Representatives.

(6) The **National** Vice President shall determine the specific base assignments of each **Region Division** and assign and coordinate the activities of the members appointed to serve as **Division Regional** Representatives.

(7) The **National** Vice President shall be authorized to hire, retain and employ legal counsel as may be required to provide members with representation in

the grievance and arbitration process, subject to the approval of the Executive Committee.

(8) The **National** Vice President shall ensure the training and continuing education of all representatives involved in the grievance and arbitration process.

(9) The **National** Vice President shall coordinate and chair a Grievance Review Committee to oversee the disposition of grievances.

D. Duties of the **National** Secretary shall include but not be limited to the following:

(1) The **National** Secretary shall be responsible for all administrative records of the Association.

(2) The **National** Secretary shall cause to be kept an administrative record of all officers, representatives and appointees.

(3) The **National** Secretary shall notify the Board of Directors, the Executive Committee and the OAL Operation Advisory Panel of any convention or meeting.

(4) The **National** Secretary shall cause to be kept a record of all proceedings at any convention or meeting of the Board of Directors, or at any meeting of the Executive Committee and the OAL Operation Advisory Panel.

(5) The **National** Secretary shall submit a written report of all meetings of the Executive Committee and the OAL Operation Advisory Panel to the Board of Directors within fifteen (15) days following such meeting.

(6) The **National** Secretary shall oversee the National Balloting Committee.

(7) The **National** Secretary shall assist the **National** President in the preparation of **any the** Annual Report to the members of the APFA.

(8) The **National** Secretary shall administer Article VII procedures.

(9) The **National** Secretary shall update and ensure distribution of the APFA Policy Manual.

(10) The **National** Secretary shall assist in establishing regular training and continuing education programs for representatives of the APFA, and shall maintain the APFA training records of all representatives.

(11) The **National** Secretary shall ensure that training and reference materials and Association publications and manuals are maintained.

(12) The **National** Secretary shall be responsible for the library of the Association.

- (13) The **National** Secretary shall establish and maintain lines of communication between members of the Executive Committee, Base Representatives and all administrative departments and committees.
- ~~(14) The Secretary shall convene regular meetings of the APFA administrative and committee personnel.~~
- (14) The **National** Secretary shall assist the **National** Treasurer in the discharge of all duties. Should there be a temporary absence in the office of the **National** Treasurer, the **National** Secretary may perform the duties of the **National** Treasurer.
- E. Duties of the **National** Treasurer shall include but not be limited to the following:
- (1) The **National** Treasurer shall be responsible for the care and custody of the funds and securities of the APFA, receiving all dues, fees and special assessments assigned to the APFA.
 - (2) The **National** Treasurer shall be responsible for all financial records of the APFA.
 - (3) The **National** Treasurer shall cause to be kept a record of the APFA's membership so as to show at all times the number of members in each membership status or classification, their respective places of residence, their post office addresses, their base locations and the date when each person became a member of the APFA and/or changed membership status or classification.
 - (4) The **National** Treasurer shall cause to be kept an individual record of all dues and assessments for each member.
 - (5) The **National** Treasurer shall oversee the APFA Budget Committee and shall assist in the preparation of the annual budget.
 - (6) The *National Treasurer shall submit the annual budget to the Board of Directors for approval at the Annual Convention.***
 - (67) The **National** Treasurer shall advise the Board of Directors and the Executive Committee of any significant change in the financial standing of the APFA.
 - (78) The **National** Treasurer shall submit a monthly financial report to the Board of Directors and to the Executive Committee as provided for in Article IV, Section 4,C of this Constitution.
 - (89) The **National** Treasurer shall submit a quarterly

financial review to the Board of Directors and to the Executive Committee as provided for in Article IV, Section 4,D of this Constitution.

- (910)The **National** Treasurer shall submit with his/her signature all Federal and State Reports required by law.
- (1011)The **National** Treasurer shall oversee and coordinate ongoing computerization of the APFA headquarters files, records and systems.
- (1112)The **National** Treasurer shall oversee the daily activities of the APFA headquarters office staff.
- (1213)The **National** Treasurer shall coordinate the headquarters office staff to ensure assistance is provided to administrative, committee and support personnel.
- (1314)The **National** Treasurer shall assist the **National** Secretary in the discharge of all duties. Should there be a temporary absence in the office of the **National** Secretary, the **National** Treasurer may perform the duties of the **National** Secretary.

Section 7. BASE COUNCILS / BASE REPRESENTATIVES:

- A. Organization: The Base Council shall consist of the Base **Chair President**, Vice **Chair President**, and **Operation Base Council Representatives (OCR BCRs)**. When a base contains both an American Airlines Operation and one or more OAL Operations (as defined in Article I, Section 7,K,2 of this Constitution), the Base Council shall also include an OAL Operation Advisory Panel Representative (APR). The members of a Base Council hold positions with the APFA as Base Representatives.
- B. Base Representatives shall hold such positions only at the base where they are stationed.
- C. The Base **Chair President** and Vice **Chair President** shall be elected by the membership of the base at large.
- D. **Operation Base Council Representatives (OCR BCRs)** shall be elected by the membership of the **American Airlines operation base in at** which they are stationed. **OCR BCRs shall hold such positions only at the base at which** in the operation in which they are stationed. **The number of OCRs at each base shall be determined as provided in (1), (2) and (3) below:**
- (1) Each **operation at a** base shall be entitled to one **OCR BCR** for each one hundred (100) members or fraction thereof who are **a part of such operation and who are** stationed at the base.
 - (2) **Each operation at a satellite location of a base shall be entitled to one OCR for each one hundred (100)**

- ~~members or fraction thereof who are a part of such operation and who are stationed at the satellite location of the base.~~
- (3) ~~Members stationed at any satellite location of a base shall vote for their operation's OCR(s), as provided in paragraph (2) above, independently of those members stationed at the base.~~
- E. The Advisory Panel Representative (APR) shall be elected by the membership of the **OAL Operation base at** in which he/she is stationed. The APR shall hold such position only from the **OAL Operation base at** which he/she is stationed.
- F. A Base **Chair President** may appoint an active member in good standing to fill a vacancy on the Base Council to complete the balance of an unexpired term, pursuant to the provisions of Article VI, Section 8 of this Constitution.
- G. A Base **Chair President** may appoint additional individuals to assist the Base Council to meet the needs of the membership, however such individuals may not exercise a vote on matters brought before the Base Council.
- H. Duties of the Base **Chair President** shall include but not be limited to the following:
- (1) The **Chair President** shall represent the membership of the base at any convention of the APFA, and if elected by secret ballot vote of the base membership, or if duly elected by virtue of running unopposed, shall be empowered to elect and remove Ad Hoc Members of the Executive Committee.
 - (2) The **Chair President** shall represent the membership of the base at any other meeting of the Board of Directors.
 - (3) The **Chair President** shall have the right to investigate all grievances and to take such action at the base as may be necessary for the operation of the APFA.
 - (4) The **Chair President** shall maintain the base office in order to represent the members at the base and to supervise the activities of the APFA at the base.
 - (5) The **Chair President** shall have the responsibility for calling, posting notice of and conducting all base **and operation** meetings, and shall keep the respective members informed of the actions of the APFA.
 - (6) The **Chair President** shall maintain the APFA bulletin board(s) at the base.
 - (7) The **Chair President** may establish all local base committees not otherwise established by the Board of Directors, the Executive Committee and/or the National Officers.

- (8) The **Chair President** shall provide the Board of Directors and/or the Executive Committee with any information which may be requested and shall carry out all resolutions and/or policy decisions of the Board of Directors and/or Executive Committee.
 - (9) The **Chair President** should provide a quarterly report to the Executive Committee.
- I. Duties of the Vice **Chair President** shall include but not be limited to the following:
- (1) The Vice **Chair President** shall assist the **Chair President**, the **Operation—Base** Council Representatives and the Advisory Panel Representative in the discharge of their duties and responsibilities.
 - (2) In the absence of the Base **Chair President**, or should a vacancy occur in the position of Base **Chair President**, the Vice **Chair President** shall perform the duties of the **Chair President**.
 - (3) In the absence of the Base **Chair President**, the Vice **Chair President** shall represent the membership of the base at any convention of the APFA, and if elected by secret ballot vote of the base membership, or if duly elected by virtue of running unopposed, shall be empowered to elect and remove Ad Hoc Members of the Executive Committee.
- J. Duties of the Advisory Panel Representative (APR) shall include but not be limited to the following:
- (1) The APR shall assist the Base **Chair President**, Vice **Chair President** and **Operation—Base** Council Representatives in the discharge of their duties and responsibilities.
 - (2) The APR shall assist the Base **Chair President** with those aspects of base representation unique to the OAL Operation of the base.
 - (3) The APR shall represent the OAL Operation of a base at all meetings of the OAL Operation Advisory Panel.
- K. Duties of the **Operation Base** Council Representative (**OCR BCR**) shall include but not be limited to the following:
- (1) The **OCR BCR** shall assist the Base **Chair President**, Vice **Chair President** and Advisory Panel Representative in the discharge of their duties and responsibilities.
 - (2) The **OCR BCR** shall coordinate with the Base **Chair President** in the investigation and filing of grievances.
 - (3) The **OCR BCR** shall endeavor to provide expertise in any or all areas of grievance, safety, health,

scheduling, contract language and interpretation, professional standards, uniforms, hotel, membership records or other areas deemed appropriate by the Base ~~Chair~~ **President** and/or the Board of Directors and/or Executive Committee.

- (4) The **OCR BCR** shall coordinate activities with appropriate APFA administrative and committee personnel and departments.

Section 8. OAL OPERATION ADVISORY PANEL:

- A. Organization: The OAL Operation Advisory Panel shall consist of the Advisory Panel Representatives from the OAL Operation(s) at each base.
- B. The Advisory Panel shall meet at least once a year with the National Officers of the APFA to evaluate those issues related to flying performed by APFA members who are part of the OAL Operation(s).

ARTICLE IV

FINANCES

Section 1. DUES AND ASSESSMENTS:

- A. A member's obligation for dues and assessments shall commence as of the date of his/her eligibility for active membership. All members shall be required to pay dues except as provided in Article II, **Section 4,B(3), Section 4,B(4), Section 4,B(5)**, Section 5,A,(1) and Section 5,A,(2) of this Constitution.
- B. Active members shall be required to pay monthly dues by employer's dues check-off or by individual payment. Dues payment must be received by the **National** Treasurer no later than the end of each calendar month.
- C. The Association's dues year shall run concurrently with the fiscal year.
- D. In the American Airlines (AAL) Operation, Active Members, including those on probation, shall pay monthly dues at the rate of forty-one dollars (\$41.00) per month.
In an Other Airlines (OAL) Operation, Active Members, including those on probation, shall pay dues at the rate of forty-one dollars (\$41.00) per month.
Twenty-five (25) percent of any dues increase ratified by the membership shall be placed in a negotiations, and negotiations-related fund. **However, this shall not apply to dues received from Flight Attendants who are represented by APFA as a result of its being certified as the exclusive representative of the combined Flight Attendant work group created by the merger of American Airlines and US Airways. This exemption shall expire when the Maintenance Agreement between APFA and the Association of Flight Attendants ends.**
- E. The Board of Directors **shall may** conduct an annual review of the dues structure of the Association to determine if the structure should be revised, provided that no increase in dues shall be put into effect unless ratified by an affirmative vote by a majority of those active members in good standing who return valid ballots.
- F. Assessments may be levied on all Active members and to provide for extraordinary expenses, contingencies and reserves, provided such assessments are first approved by a two-thirds (2/3) majority of the Voting Board of Directors, and subsequently ratified by an affirmative vote by a majority of those active members in good standing who return valid ballots.

- G. The **National** Treasurer shall prepare a monthly financial report that contains:
- (1) a statement of all assets, liabilities and fund balance(s);
 - (2) a statement of income and expenses;
 - (3) a record of expenditures; and
 - (4) a record of pay continuance.
- H. The **National** Treasurer shall prepare a quarterly financial review that shall include, but not be limited to:
- (1) the budget analysis for the present and immediate past quarter, and projections for the remainder of the fiscal year;
 - (2) a statement of all assets, liabilities and fund balance(s); and
 - (3) the status of reserves and savings.
- I. An accountant shall be employed by the APFA and shall report directly to the **National** Treasurer. S/he shall keep an accurate record of all receipts and expenditures of the APFA, and prepare and submit to the **National** Treasurer the following:
- (1) all Federal and State reports as required by law;
 - (2) monthly financial statements; and
 - (3) the APFA's books for the annual audit by the accounting firm.
- J. All bills payable, notes, checks or other negotiable instruments of the APFA shall be made in the name of the Association of Professional Flight Attendants and shall bear the actual signature of two (2) of the following: the **National** President; the **National** Vice President; the **National** Secretary or **National** Treasurer. At least two of the following: the **National** President; the **National** Vice President; the **National** Secretary or **National** Treasurer; may from time to time, transfer such sums of money to administrative accounts, payroll accounts, petty cash accounts, savings/reserve accounts and such other accounts as may be necessary to meet administrative and current obligations of the APFA.
- K. No officer, agent or employee of the APFA acting singly or jointly with others shall have the power to make any bills payable, notes, checks, drafts, warrants or negotiable instruments of any description or nature or endorse the same in the name of the APFA or contract or cause to be contracted any debt or liability in the name of or on behalf of the APFA except as expressly prescribed and provided in this Constitution.

Section 2. BONDING:

All officers and employees of the APFA shall be bonded in the amounts not less than those provided for and required by applicable Federal law.

Section 3. SAVINGS / RESERVES:

The APFA shall adopt a reasonable savings and reserves plan in the name of the Association of Professional Flight Attendants, and such savings/reserves shall be maintained at a reasonable level. The **National** Treasurer shall be charged with administration of financial and fiscal policies as set forth herein, or as may be established by the Board of Directors.

Section 4. RETENTION OF RECORDS:

All financial records of the APFA shall be retained in their original form as required by State or Federal law.

ARTICLE V

EXPENSES AND SALARIES

Section 1. EXPENSES:

Authorized normal expenses incurred by any officer, representative or member while on APFA business shall be reimbursed by the APFA. Allowable expenses shall be established by the Board of Directors and set forth in the APFA Policy Manual.

Section 2. COMPENSATION FOR NATIONAL OFFICERS AND DIVISION REPRESENTATIVES:

The rate or method of compensation for the National Officers and the Division Representatives of the APFA shall be established by the Board of Directors and set forth in the APFA Policy Manual, and may be subject to membership ratification.

Section 3. OTHER COMPENSATION:

The rate or method of other compensation, if any, and/or the policy regarding pay continuance for other APFA representatives shall be established by the Board of Directors and set forth in the APFA Policy Manual.

ARTICLE VI

NOMINATIONS AND ELECTIONS

Section 1. NOMINATIONS:

- A. Any active member in good standing may self-nominate for any office or elected position with the APFA.
- B. Any active member in good standing may nominate another active member in good standing for any office or elected position with the APFA.
- C. Any active member in good standing may be nominated by another active member in good standing for any office or elected position with the APFA.

Section 2. WILLINGNESS TO SERVE:

- A. The **National** Secretary shall direct the National Ballot Committee (NBC) to mail ~~Willingness-to-Serve notifications~~ to each member **and/or to post on the APFA website**

Willingness-to-Serve notifications:

- (1) at least one hundred and thirty-five (135) days prior to the end of the term for National Officers; or
- (2) at least ninety-five (95) days prior to the end of the term for Base Representatives; or
- (3) at least ninety-five (95) days prior to the balloting date for the Elected members of the Negotiating Committee; or
- (4) **at least forty-five (45) days prior to the balloting date for a vacant Elected member(s) of the Negotiating Committee position; or**
- (45) more than fifteen (15) days following the directive of the **National** Secretary when a dual vacancy exists at a base, pursuant to Section 8,C of this Article VI.

- B. The Willingness-to-Serve notification for the position of Base **Chair President** shall indicate that a Base **Chair President** will be authorized, by his/her election:

- (1) **to** serve as a Delegate to the Annual or Special Convention(s) for the purpose of electing Ad Hoc Members of the Executive Committee, and
- (2) to exercise a vote to remove an individual from the position of Ad Hoc Member of the Executive Committee, should such action be deemed necessary.

The Willingness-to-Serve notification for the position of Vice **Chair President** shall indicate that a Vice **Chair President** will be authorized, by his/her election, to serve as a Delegate pursuant to (1) and (2) above only in the absence of the Base **Chair President**.

- C. Willingness-to-Serve notifications must be returned to the APFA by the time and date specified and will be retrieved on that date from the appropriate post office box by members of the NBC **or from an email address designated by the NBC for the receipt of Willingness-to-Serve notifications.** There shall be a thirty (30) day time period to submit Willingness-to-Serve notifications. Willingness-to-Serve notifications received after the time and date specified will not be considered.

Section 3. TERMS OF OFFICE:

- A. The term of office for the National Officers shall be for a forty-eight (48) month period.
- B. The term of office for the Base Representatives shall be for a twenty-four (24) month period.
- C. The terms of office shall commence on the first day of the APFA fiscal year, as appropriate, for all elected officers and representatives, except for elected members of the Negotiating Committee who assume office pursuant to the provisions of Article X, Section 3 of this Constitution.

Section 4. ELIGIBILITY TO VOTE:

- A. All active members in good standing of the APFA shall be eligible to vote in the election of the **National** President, **National** Vice President, **National** Secretary and **National** Treasurer.
- B. All active members in good standing at each base shall be eligible to vote in the election of their Base Representatives, pursuant to Article III, Section 7 of this Constitution.
- C. All active members in good standing ~~in each operation~~ shall be eligible to vote for the Elected Members of the Negotiating **Team Committee** ~~representing that operation,~~ pursuant to Article X of this Constitution.
- D. Any active member in bad standing must arrange to become an active member in good standing not later than the close of business on the fifth (5th) day prior to the time limit for the return of ballots (the balloting date) of any election or referendum.
- E. The **National** Treasurer shall provide the NBC with the appropriate list of active members in good standing for any election or referendum three (3) days prior to the balloting date of any election or referendum, and only members whose names appear on such list shall be deemed eligible to vote.

Section 5. BALLOTING:

- A. All balloting of the membership provided for in this Constitution shall be conducted by secret ballot, except that

during a strike or lockout, a Collective Bargaining Agreement may be ratified as provided in Article XI, Section 2,E of this Constitution.

- B. The NBC shall prepare the official ballot with the names of the candidates or the issue(s) to be decided, and shall indicate thereon a place to vote for any candidate or issue.
- C. The ballot for the position of Base **Chair President** shall indicate that a Base **Chair President** will be authorized, by his/her election:
 - (1) to serve as a Delegate to the Annual or Special Convention(s) for the purpose of electing Ad Hoc Members of the Executive Committee, and
 - (2) to exercise a vote to remove an individual from the position of Ad Hoc Member of the Executive Committee, should such action be deemed necessary.The ballot for the position of Vice **Chair President** shall indicate that a Vice **Chair President** will be authorized, by his/her election, to serve as a Delegate pursuant to (1) and (2) above only in the absence of the Base **Chair President**.
- D. No later than twenty (20) days after the deadline for the receipt of the Willingness-to-Serve notifications, the ballot containing the names of the candidate(s) to be voted upon shall be sent to the membership under the supervision of the NBC. The balloting date for candidates and/or issues, including run-off elections, shall be thirty (30) days after the sending of the ballots to the membership.
- E. Ballots must be returned to the APFA **in mail ballot elections, and votes must be cast in electronic ballot elections**, by the time and date specified. Ballots received **or cast, as appropriate**, after the time and date specified shall be considered void.
- F. Ballots shall be counted in the metropolitan area where the APFA headquarters is located. Ballots may be handled and counted by an independent accounting or balloting firm which has been approved by the Executive Committee and the NBC shall oversee all such balloting for accuracy of procedures.
- G. At the conclusion of the vote count, the NBC shall certify the results of the vote for each position. The date of such certification shall be the canvassing date. The NBC shall submit this certification in writing to the **National** Secretary. The **National** Secretary shall notify the candidate(s) and/or the membership of the balloting results by the APFA "Hotline" **information tape**, by posting on all APFA bulletin boards and **on in the official APFA publication website**.
- H. In any balloting for National Officer, the candidate receiving the majority of the valid votes cast for an office shall be

deemed elected to that office and shall be so notified by the **National** Secretary.

- (1) If no candidate receives a majority of the valid votes cast for a national office, the NBC shall, within ten (10) days following the Canvassing Date, prepare and send to the membership a run-off ballot containing the names of the two (2) candidates receiving the highest number of valid votes **cast**.
 - (2) The candidate receiving the majority of valid votes cast for an office in the runoff election shall be deemed elected to that office and be so notified by the **National** Secretary.
- I. In any balloting for Base Representative, the candidate receiving the highest number of valid votes cast for a position shall be deemed elected to that position and be so notified by the **National** Secretary.
 - J. In the event that a tie exists in the balloting for a Base Representative, a runoff balloting shall be accomplished pursuant to the procedures in H of this Section 5.
 - K. An issue will be considered ratified by the membership if it receives a plurality of the valid votes cast.
 - L. All ballots and other election materials, notes and records shall be sealed after being counted and certified as provided for herein, and shall remain in the possession of the **National** Secretary for at least one (1) year from the balloting date in accordance with all appropriate time limits required by Federal law.
 - M. Should the margin of victory in a ballot count be ten percent (10%) or less and in the event a candidate challenges the accuracy of such ballot count in writing to the **National** Secretary within fourteen (14) days following the Canvassing Date, a recount shall occur and the APFA shall assume all related costs. Should the margin of victory be greater than ten percent (10%), the cost related to any such recount shall be borne by the candidate challenging the accuracy of the ballot count.

Section 6. ELECTION CONTEST FOR OFFICE:

- A. Only candidates may contest an election for office.
- B. The contestant must file a written complaint with the **National** Secretary, directed to the NBC, within fifteen (15) days following the Canvassing Date of the ballots.
- C. The NBC shall investigate such complaint, and must render its decision concerning the disposition of such complaint no later than thirty (30) days following the Canvassing Date of the ballots.

- D. The contestant may appeal any decision rendered by the NBC to the Executive Committee no later than forty-five (45) days following the Canvassing Date of the ballots.
- E. The Executive Committee shall consider such appeal and must render its decision concerning such appeal no later than sixty (60) days following the Canvassing Date of the ballots.
- F. Should the NBC or the Executive Committee fail to respond to the contestant in the designated time periods, the contestant will be free to pursue his/her LMRDA rights. In any event, the contestant will have satisfied the internal remedies provisions of the LMRDA following the sixty (60) day period provided for in this Section 6.

Section 7. VACANCY IN OFFICE, NATIONAL OFFICERS:

- A. In the event of a vacancy in the office of the **National** President, the **National** Vice President shall assume the office for the balance of the unexpired term.
- B. In the event of a vacancy in the office of the **National** Vice President, if the unexpired term from the date of the vacancy is more than eighteen (18) months, a membership election shall be held to fill the vacancy in accordance with the time limits provided in Section 2 and Section 5 of this Article VI. The Board of Directors shall appoint an interim **National** Vice President to serve until the result of the election is known. If the unexpired term of the **National** Vice President is eighteen (18) months or less, the office shall be filled by appointment by the Board of Directors.
- C. In the event of a simultaneous vacancy in the office of the **National** President and **National** Vice President, if the unexpired terms from the date of the vacancies are more than eighteen (18) months, a membership election shall be held to fill the vacancies in accordance with the time limits provided in Section 2 and Section 5 of this Article VI. The Board of Directors shall appoint an interim **National** President and an interim **National** Vice President to serve until the results of the elections are known. If the unexpired terms are eighteen (18) months or less, the offices shall be filled by appointments by the Board of Directors.
- D. In the event of a vacancy in the offices of **National** Secretary or **National** Treasurer, if the unexpired term from the date of the vacancy is more than eighteen (18) months, a membership election shall be held to fill the vacancy in accordance with the time limits provided in Section 2 and Section 5 of this Article VI. The Board of Directors shall appoint an interim **National** Secretary or **National** Treasurer to serve until the result of the election is known. If the unexpired term of the **National** Secretary or **National**

Treasurer is eighteen (18) months or less, the office shall be filled by appointment by the Board of Directors.

- E. The term of office of the **National** President, **National** Vice President, **National** Secretary or **National** Treasurer, if elected or appointed under the provisions of B, C or D of this Section 7, shall commence immediately upon election or appointment and, except for the interim appointments, shall be to complete the balance of the unexpired term.

Section 8. VACANCY IN OFFICE, BASE REPRESENTATIVES:

- A. In the event of a vacancy in the position of the Base **Chair President**, the Vice **Chair President** shall assume the position for the balance of the unexpired term.
- B. In the event of a vacancy in the position of Vice **Chair President**, if the unexpired term from the date of the vacancy is for more than six (6) months, a membership election shall be held to fill the vacancy in accordance with the time limits provided in Section 2 and Section 5 of this Article VI. If the unexpired term is for six (6) months or less, the position shall be filled for the balance of the unexpired term by an election by the Base Council from among their members.
- C. In the event of a simultaneous vacancy in the positions of both the Base **Chair President** and the Vice **Chair President**, creating therefore a dual vacancy, the following procedures shall apply:
- (1) Within fifteen (15) days of having been made aware of the dual vacancy, the **National** Secretary shall direct the NBC to mail **to all members at the base and/or to post on the APFA website** Willingness-to-Serve notifications for the positions of Base **Chair President** and Vice **Chair President** ~~to all members at the base~~, provided that the unexpired terms from the date of the vacancy are for more than six (6) months.
 - (2) In the event of a new base opening, within fifteen (15) days following the first official report date for Flight Attendants assigned to that base by the employer, the **National** Secretary shall direct the NBC to mail **to all members at the base and/or post on the APFA website** Willingness-to-Serve notifications for the positions of Base **Chair President**, Vice **Chair President**, Advisory Panel Representative (if applicable), and **Operation — Base** Council Representatives to all members at the base, provided that the unexpired terms from the date of the vacancy are for more than six (6) months.

- (3) A membership election shall be held to fill the positions in accordance with the time limits provided in Section 2 and Section 5 of this Article VI.
 - (4) The Executive Committee shall appoint an interim Base **Chair President** until such time as the election process is completed for the Base Representative position(s), or to complete the balance of an unexpired Base **Chair President** term of six (6) months or less.
 - (5) The term of the Base Representatives, if elected in accordance with the provisions of (1), (2) and (3) above, shall commence immediately upon election and shall be to complete the balance of the unexpired term.
- D. In the event that there are no candidates for the position of Base **Chair President**, the Executive Committee may appoint an active member in good standing from that base to be the Base **Chair President** to complete the balance of the unexpired term.
 - E. In the event a new OAL operation or satellite is opened and assigned to a base, a membership election shall be held to fill the positions of **Operation Base** Council Representative(s) and, if applicable, the Advisory Panel Representative (APR) in accordance with the time limits provided in Section 2 and Section 5 of this Article VI, provided that the unexpired terms from the opening of the OAL operation or satellite will be for more than six (6) months. The Base **Chair President** shall appoint interim **Operation Base** Council Representatives and, if applicable, an interim APR to complete the balance of the unexpired term(s) of six (6) months or less.
 - F. In any case, if the unexpired term of any Base Representative is six (6) months or less, the interim appointee shall complete the balance of the unexpired term.
 - G. If any individual holds a position as Base **Chair President** or Vice **Chair President** other than by either secret ballot vote of the base membership or by having been duly elected by virtue of running unopposed, such individual shall not be considered a Delegate as defined in Article I, Section 7,C and Article III, Section 3,B,(3) of this Constitution. Such Base **Chair President** or Vice **Chair President** shall not be eligible to vote at any convention to elect or remove Ad Hoc Members of the Executive Committee.
 - H. In the event a convention is scheduled to convene and there exists at a base a dual vacancy in the positions of Base **Chair President** and Vice **Chair President**, or in the event the base does not have a Base **Chair President** or a Vice **Chair President** who is an elected Delegate to the Convention, all reasonable measures shall be taken to afford

the members of that base the opportunity to elect a Delegate to the convention.

- I. **When the Company combines international and domestic operations/bases into a single base, or where the Company combines two bases:**
 - (1) **If the unexpired terms of the incumbent Base Presidents and Vice Presidents are for six (6) months or less, those Base Presidents and Vice Presidents shall continue to serve, as Co-Base Presidents and Co-Vice Presidents, for the balance of the unexpired terms.**
 - (2) **If the unexpired terms of the incumbent Base Presidents and Vice Presidents are for more than six (6) months, membership elections for the President and Vice President of the combined base shall be held in accordance with this Article VI. The incumbent Base Presidents and Vice Presidents shall continue to serve, as Co-Base Presidents and Co-Vice Presidents, until the NBC certifies the results of those elections, or a candidate(s) is duly elected by virtue of being unopposed. The Base President and Vice President of the combined base shall take office immediately upon election, for the balance of the unexpired terms.**
 - (3) **If the unexpired terms of the incumbent Operation Council Representatives (OCRs) are for six (6) months or less, those OCRs shall serve, as Co-Base Council Representatives (BCRs), for the balance of the unexpired terms.**
 - (4) **If the unexpired terms of the incumbent Operation Council Representatives (OCRs) are for more than six (6) months, elections for BCRs at the combined base shall be held in accordance with Article III, Section 7. The incumbent OCRs shall continue to serve, as Co-BCRs, until the elections are completed. The BCRs shall serve for the balance of the unexpired terms.**

ARTICLE VII

Hearings and Disciplinary Procedures

Section 1. GROUNDS FOR CHARGES:

Any member is subject to fine, suspension or expulsion, or suspension from or removal from office, for any of the following acts:

- A. Failure to pay dues, assessments or penalties levied by the Association;
- B. Advocating, or working toward, the displacement of the APFA as bargaining representative (providing that advocating, or working toward an affiliation, merger or federation of the APFA pursuant to Article XII of this Constitution shall not be grounds for discipline);
- C. Willfully acting as a strike breaker during any work stoppage duly authorized by the Association;
 - (1) Notwithstanding Section 1.C, above (which provides as a grounds for charges willfully acting as a strike breaker during any work stoppage duly authorized by the Association) APFA shall not process any charge of willfully acting as a strike breaker during the November 1993 strike against American Airlines.
- D. Willful violation of a Flight Attendant's Collective Bargaining Agreement;
- E. Theft or embezzlement of Association monies or property;
- F. Willful violation of an express Article of this Constitution, or of a proper and express written resolution or policy of the Board of Directors or the Executive Committee;
- G. Willfully acting in a manner that causes the Association to violate its legal obligations; or
- H. Willfully bringing charges without reasonable basis against another member, officer or representative of the Association, should such charges be dismissed for any reason by the Article VII Arbitrator designated herein, or should such charges not be sustained by the Article VII Arbitrator.

Section 2. FILING OF CHARGES:

- A. A charge may be filed by any member in good standing. All charges shall be filed with the **National** Secretary and shall be proffered in writing and shall be specific as to the alleged act(s) and/or the Article(s) of this Constitution allegedly violated which constitute the basis of the charge(s).
- B. The **National** Secretary shall cause a copy of the charges to be served upon the accused and the accuser within seven (7) days following receipt of the charges. Such notification shall be by registered mail, return receipt requested to their last known addresses, and shall furnish the accused and the accuser a description of all relevant procedures.

- C. The **National** Secretary shall send a copy of all charges to the Executive Committee and to the Board of Directors within seven (7) days following his/her receipt of the charges.
- D. Time Limits:
 - (1) Charges based on Section 1,A through Section 1,F of this Article VII must be filed within sixty (60) days after the accuser becomes aware, or reasonably should have become aware, of the alleged offense.
 - (2) Charges based on Section 1,G of this Article VII may not be filed unless and until it has been determined, in a separate legal proceeding (such as a lawsuit), that the Association has violated its legal obligations, or unless and until the Association settles a legal proceeding brought against it by furnishing substantial relief to an opposing party. Charges based on Section 1,G above must be filed within sixty (60) days after the accuser becomes aware, or reasonably should have become aware, of the completion or settlement of the legal proceeding.
 - (3) Charges based on Section 1,H of this Article VII must be filed within sixty (60) days following the Article VII Arbitrator's decision which gives rise to such charge(s).
- E. The accused and accuser may be represented during Article VII proceedings by any individual; however, the APFA will not compensate either party for attorney's fees.

Section 3. REVIEW OF CHARGES:

At the first regularly scheduled meeting of the Executive Committee following receipt of charges by the **National** Secretary, the Executive Committee shall review the charges for timeliness, specificity and validity.

- A. Should the charges be determined to be timely, specific and valid, such charges shall then be forwarded by the **National** Secretary via registered mail, return receipt requested to the Article VII Arbitrator designated herein within seven (7) days following such Executive Committee meeting.
- B. Charges deemed untimely by the Executive Committee will be dismissed without appeal.
- C. Charges deemed non-specific by the Executive Committee shall be referred back to the accuser. The accuser may resubmit, one time only, such charges to the **National** Secretary for review by the Executive Committee at its next regularly scheduled meeting without affecting the time limits of Section 2,D of this Article VII
- D. Charges may be deemed invalid and dismissed if the Executive Committee determines that the charges address conduct protected by this Constitution and/or by law (including the LMRDA Bill of Rights). Charges may also be

deemed invalid and dismissed if they fail to state a proper claim under Section 1 of this Article VII. Should such charges be dismissed as invalid, the accuser may, within seven (7) days following receipt of notification of dismissal by the Executive Committee, appeal to the Article VII Arbitrator designated herein. If the Article VII Arbitrator determines that the charges are valid, s/he shall so advise the **National** Secretary, the accused and the accuser, and the charges will be processed in accordance with this Article VII.

Section 4. SUSPENSION FROM OFFICE:

- A. If charges are filed against a national officer or elected representative based on Section 1,B, Section 1,C or Section 1,E of this Article VII, the Board of Directors may determine at any time during the pendency of the charges that the alleged conduct giving rise to the charges threatens the APFA's vital interests. The Voting Board of Directors may then, by two-thirds (2/3) vote, suspend the accused's authority as national officer or elected representative until the threat is removed or the Article VII Arbitrator designated herein resolves the charges, whichever occurs sooner.
- B. A national officer or elected representative suspended pursuant to this section shall be entitled, upon demand, to an expedited resolution of the charges, with a decision rendered within thirty (30) days following the Board of Directors Meeting where the officer or elected representative was suspended.
- C. If the charges are filed by or against a member of the Executive Committee or the Board of Directors, such member must appoint an alternate member of the Association to participate in the review of the charges as provided in Section 3 of this Article VII and, when necessary, to participate in the vote regarding the suspension of the member of the Executive Committee or Board of Directors as provided in this Section 4.

Section 5. APPOINTMENT OF THE ARTICLE VII ARBITRATOR:

- A. The Board of Directors shall appoint an arbitrator to resolve all charges filed under this Article VII. The Article VII Arbitrator, once appointed, shall serve until s/he resigns or until the Board of Directors determines to appoint a new Article VII Arbitrator.
- B. The Board of Directors may also appoint one or more alternate Article VII Arbitrators who shall have the authority to hear and decide particular charges when the Article VII Arbitrator is not available.

- C. The Article VII Arbitrator and any alternate Article VII Arbitrator(s) shall be a person expert in labor law who is a neutral (such as an academic or professional labor arbitrator), who has experience as a neutral in adjudicating internal labor organization disputes, and who has no other prior or current involvement with the APFA.

**Section 6. JURISDICTION AND AUTHORITY OF
THE ARTICLE VII ARBITRATOR:**

- A. The Article VII Arbitrator shall have power to resolve all charges referred to him/her during his/her tenure.
- B. The administrative procedures for handling Article VII charges shall be included in the APFA Policy Manual. The Article VII Arbitrator may from time to time propose changes in these administrative procedures, and such changes shall become effective and included in the Policy Manual if they are approved by the Board of Directors. The administrative procedures to be adopted shall be in general compliance with American Arbitration Association rules where practicable, but may not conflict in any respect with the provisions of this Constitution.
- C. The Article VII Arbitrator may, on his/her own motion or upon motion filed by the accused, declare that charges are untimely or do not allege a violation cognizable as charges under this Article VII and thus are dismissed without the need for hearing.
- D. The Article VII Arbitrator may, on his/her own motion, or upon motion filed by the accused, determine that charges are not sufficiently specific and that they will be dismissed unless the accuser amends them to provide sufficient specificity.
- E. The accused may move for summary dismissal of the charges on the ground that the accuser does not have evidence sufficient to sustain the charges and thus there is no need for a full hearing. On receipt of such a motion, the Article VII Arbitrator shall afford the accuser an opportunity to identify evidence that would sustain the charges. If the Article VII Arbitrator concludes, following that opportunity, that the accuser does not have evidence sufficient to sustain the charges, the Article VII Arbitrator may grant summary dismissal of the charges.
- F. If at any time during the pendency of the charges, the Article VII Arbitrator determines (whether on his/her own motion or the motion of the accused) that the conduct furnishing the basis for the charges is protected by this Constitution and/or by law (including the LMRDA Bill of Rights), the Article VII Arbitrator shall have the authority to dismiss the charges addressed to such protected conduct.

- G. No ex-parte communication may be had with the Article VII Arbitrator either by the accused, the accuser or by the APFA, or any member of the APFA except with respect to scheduling, location and like administrative matters.
- H. The decision of the Article VII Arbitrator shall be final and binding upon the accused and the accuser.

Section 7. COSTS:

- A. Initial costs of the Article VII proceedings shall be borne by the APFA in accordance with the provisions of Article V of this Constitution.
- B. In the event a charge is dismissed by the Article VII Arbitrator, or in the event the Article VII Arbitrator does not sustain a charge, up to one-half (2) of the fees and expenses of the Article VII Arbitrator and all administrative costs to the APFA relative to that charge may be levied against the accuser by the APFA upon completion of charge proceedings brought under Section 1,H of this Article VII.
- C. In the event the Article VII Arbitrator sustains a charge, costs of the proceedings shall be paid by the APFA and may be offset by a fine levied against the accused in an amount determined by the Arbitrator, if a fine was requested by the accuser.
- D. In the event that it becomes necessary to enforce an Article VII Arbitration award through judicial proceedings, attorney's fees for those judicial proceedings may be paid or reimbursed by the APFA to the appropriate party seeking such enforcement.

Section 8. INTERNAL REMEDIES:

Members, officers and representatives shall exhaust internal remedies under this Article VII for a period not to exceed four months prior to taking any legal action against members, officers or representatives of the APFA with respect to matters cognizable as charges under this Article VII.

ARTICLE VIII

REMOVAL OF OFFICERS, ~~AND BASE~~ REPRESENTATIVES ~~AND ELECTED~~ NEGOTIATING COMMITTEE MEMBERS

Section 1. REMOVAL OF NATIONAL OFFICERS:

The **National** President, **National** Vice President, **National** Secretary or **National** Treasurer may be removed from office by action of the membership.

- A. A removal balloting shall be caused to be taken:
- (1) within thirty (30) days following a two-thirds (2/3) majority vote of the Voting Board of Directors, or
 - (2) by a petition(s) carrying signatures numbering thirty percent (30%) or more of active members in good standing. The office of the **National** Treasurer must, within thirty (30) days following receipt of such petition(s), verify that the names on the petition(s) are of active members in good standing and must issue written certification to the National Balloting Committee (NBC) authorizing a special balloting of the membership to begin no later than thirty (30) days following such certification.
- B. The time limit for the return of the ballots (the balloting date) shall be thirty (30) days after the sending of the ballots.
- C. In the event that the removal request is for the **National** Secretary, the **National** Treasurer shall assume the duties of the **National** Secretary for the purposes of this Article VIII. In the event that the removal request is for the **National** Treasurer, the **National** Secretary shall assume the duties of the **National** Treasurer for the purposes of this Article VIII. In the event the removal request is for both the **National** Secretary and the **National** Treasurer, the Executive Committee shall appoint a person or persons to oversee the procedures pursuant to A, (2) of this Section 1.
- D. In any removal balloting, an affirmative two-thirds (2/3) majority vote by those active members in good standing who return valid ballots shall be required to remove a National Officer.

Section 2. REMOVAL OF A BASE REPRESENTATIVE

- A. **A** Base Representative may be removed from office by action of the membership at his/her base.

- B. A removal petition(s) carrying signatures numbering two-thirds (2/3) or more of the active members in good standing stationed at the base may be submitted to the **National** Secretary.
- C. The office of the **National** Treasurer must, within thirty (30) days following receipt of such petition, verify that the names on the petition are of active members in good standing stationed at the base.
- D. Eligibility of the membership to sign the removal petition shall be in accordance with eligibility requirements as defined in Article III, Sections 7,C, 7,D or 7,E of this Constitution.
- E. Upon verification of a sufficient number of valid signatures on the petition, the Base Representative shall be removed from the position.

Section 3. REMOVAL OF AN ELECTED MEMBER OF A NEGOTIATING COMMITTEE

- A. An elected member of a negotiating committee may be removed from office by action of the membership.
- B. The removal balloting shall be caused to be taken as provided in Section 1 of this Article VIII, except that:
 - (1) the removal petition must carry signatures numbering thirty percent (30%) of active members in good standing assigned to the **O**peration being represented by the negotiating committee member **(AAL Operation or OAL Operation)**, and
 - (2) the removal balloting shall be taken only within the **O**peration being represented by the negotiating committee member **(AAL Operation or OAL Operation)**.
- C. Eligibility of the membership to vote in the removal balloting shall be limited to those members assigned to the **O**peration being represented by the negotiating committee member **(AAL Operation or OAL Operation)**, as provided in Article X, Section 5 of this Constitution.

Section 4. REMOVAL PETITIONS

- A. The removal petition must clearly state the name of the officer, **base** or representative **or negotiating committee member** to be removed at the top of each page of the petition. The words "THIS IS A PETITION TO REMOVE (Name of officer, or **base** representative **or negotiating committee member**) FROM OFFICE" must be made clearly visible by the use of capital letters at the top and bottom of each page.

- B. Each member signing a petition must include the date of signature, and his/her printed name, base, and employee number.
- C. A petition to remove a National Officer shall be considered valid for one (1) year from the earliest dated signature or until an election is held for the office in question, whichever is sooner.
- D. A petition to remove a Base Representative shall
- E. be considered valid for six (6) months from the earliest dated signature or until an election is held for the office in question, whichever is sooner.
- F. A petition to remove an elected member of a negotiating committee shall be considered valid for one (1) year from the earliest dated signature or until an election is held for the office in question, whichever is sooner.

Section 5. RETENTION OF RECORDS

All removal petitions, ballots, balloting materials, notes and records shall be sealed after being verified, counted and certified as provided in this Article VIII. This material shall remain in the possession of the office of the **National** Secretary for at least one (1) year after the removal balloting is conducted in accordance with all appropriate time limits required by Federal law.

Section 6. APPEAL

An officer, ~~or~~ **base** representative **or negotiating committee member** removed pursuant to the provisions in this Article shall have no right of appeal, except as to the procedure utilized in the removal balloting.

- A. An Appeal may be made to the Executive Committee through the office of the **National** Secretary.
- B. The Executive Committee shall investigate such appeal and the decision of the Executive Committee with respect to procedure and remedy, if any, shall be legal and binding and not subject to reversal by the Board of Directors.

ARTICLE IX

ADMINISTRATIVE AND COMMITTEE POSITIONS

Section 1. ELIGIBILITY:

- A. Only active members in good standing shall be considered eligible for nomination under the provisions of this Article.
- B. A member nominated for a position as a **Division Regional** Representative pursuant to Section 4 of this Article IX must have been a member of the APFA for a period of two (2) or more years, and must previously have served in at least one (1) of the appointed or elected positions with the APFA as defined in the APFA Policy Manual.
- C. A member nominated for a position as a **National Coordinator Chair** pursuant to Section 5 of this Article IX must have been a member of the APFA for a period of one (1) or more years, and must previously have served in at least one (1) of the appointed or elected positions with the APFA as defined in the APFA Policy Manual.
- D. *The APFA Policy Manual may include provisions concerning credit toward meeting the requirements in B and C of this Section for service with a flight attendant union at a carrier other than American Airlines but within American Airlines Group.*

Section 2. NOMINATION AND APPROVAL PROCEDURE:

When it is necessary to fill administrative or committee positions as provided for in this Article IX, the following procedures shall apply:

- A. Membership Notification:
 - (1) At least sixty (60) days prior to the Annual Convention, the **National** Treasurer, via the official publication of the APFA, shall advise the membership of the number and type of administrative and committee positions within the APFA contained in the proposed budget for the upcoming fiscal year. Resumes for those positions may be returned to the **National** Secretary at any time prior to the Annual Convention.
 - (2) The **National** Secretary shall forward to the Executive Committee the names and resumes of those members interested in being considered for the positions of **Division Regional** Representative or **National Coordinator Chair**.

- (3) The **National** Secretary shall forward to the Board of Directors the names and resumes of those members interested in being considered for positions on the National Balloting Committee (NBC) or the Budget Committee.
- B. Nomination and Appointment:
- (1) At the Annual Convention, following approval of the budget, the Board of Directors shall nominate and appoint members to serve on the NBC and the Budget Committee. The Board shall not be limited to nominating and appointing members who returned resumes.
 - (2) Following the Annual Convention, the **National** Treasurer shall notify the Executive Committee and, if applicable, the newly elected officers, of the number and type of administrative and committee positions approved in the budget for the upcoming fiscal year.
 - (3) Not later than fifteen (15) days following the start of the fiscal year, the appropriate National Officer shall submit to the Executive Committee for confirmation the name(s) of the nominee(s) for each available position. The officer shall not be limited to nominating members who returned resumes.
 - (4) Confirmation or rejection of the nomination shall be made by the Executive Committee at its first meeting following the start of the fiscal year. Such confirmation shall be subject to approval by the Board of Directors.
 - (5) In the event the Executive Committee rejects the nomination of an individual for a given position, the appropriate officer shall submit the name of another nominee for confirmation or rejection by the Executive Committee.

Section 3. DURATION OF APPOINTMENT:

- A. Once appointed by the Board of Directors or confirmed by the Executive Committee, as appropriate, a member appointed to an administrative or committee position as provided in this Article IX shall serve for not less than two (2) years in conjunction with the terms of the National Officers, or until his/her successor is appointed, whichever is later.
- B. The duration of appointment is subject to elimination of or a reduction in the number of administrative or committee positions caused by action of the Board of Directors at the Annual Convention, except as provided in C below.
- C. Once a member has been appointed to a position as a **Division Regional** Representative, unless appointed as a replacement **Division Regional** Representative pursuant to Section 9,A of this Article IX, such position may not be

eliminated unless and until the individual serving in such position resigns or is removed, or has served a minimum of two (2) years whichever is sooner.

Section 4. ~~Division~~ REGIONAL REPRESENTATIVES:

- A. The duties of the ~~Division~~ **Regional** Representative shall include but shall not be limited to the following:
- (1) The ~~Division~~ **Regional** Representative shall coordinate with each ~~Chair~~ **President** in his/her ~~Division~~ **Region** and assist with those activities as deemed necessary by the ~~Chair~~ **President** which affect interpretation of the Collective Bargaining Agreement(s), grievance procedures and local policies for all operations at the base.
 - (2) The ~~Division~~ **Regional** Representative is responsible for representation of all first level dismissal cases involving Flight Attendants.
 - (3) The ~~Division~~ **Regional** Representative shall assist in the preparation of and/or presentation of cases before the System Board of Adjustment at the direction of the ~~National~~ **Vice President**.
 - (4) The ~~Division~~ **Regional** Representative shall initiate and maintain communication with Company personnel in his/her ~~Division~~ **Region**.
 - (5) The ~~Division~~ **Regional** Representative may assist in the training of base representatives when deemed necessary by the ~~National~~ **Vice President**.
 - (6) The ~~Division~~ **Regional** Representative must coordinate all of his/her duties with the ~~National~~ **Vice President** and/or ~~National~~ **President** of the Association.
- B. Number: In no case shall there be less than one (1) ~~Division~~ **Regional** Representative for each four thousand (4,000) members, or fraction thereof, on the combined system seniority list(s) of all airlines whose Flight Attendant employees are represented by the APFA.
- C. Nomination: The ~~National~~ **Vice President** shall nominate members to serve in the positions of ~~Division~~ **Regional** Representatives.
- ~~D. Requirements: Division Representatives must be based in the Division to which they are assigned.~~

Section 5. NATIONAL ~~Coordinator~~ CHAIRS:

- A. Definition and Duties: National ~~Coordinator~~ **Chairs** shall organize and oversee the activities of the respective departments and/or committees as established and defined by this Constitution and/or the Board of Directors.
- B. National ~~Coordinator~~ **Chair** positions may include, but shall not be limited to Scheduling, Safety **and Security**, Health,

Injury-on-Duty, Communications, Hotel, Training, Strike and Contract.

- C. Nomination: The **National** President shall nominate members to serve in the positions of National **Coordinator Chairs**.

Section 6. NATIONAL BALLOTING COMMITTEE (NBC):

- A. Definition and Duties: The National Balloting Committee (NBC) shall oversee all facets of all elections and balloting in accordance with the APFA Constitution and Federal law. The duties of the NBC shall include but not be limited to:
- (1) supervising election and balloting procedures;
 - (2) determining eligibility of nominees;
 - (3) overseeing the preparation of ballots;
 - (4) determining ballot validity; and
 - (5) certifying results of the balloting to the **National** Secretary, with the exception of the contract ratification procedures provided in Article XI, Section 2,E of this Constitution.
- B. Number: In no case shall there be fewer than four (4) members of the NBC.
- C. Restriction: Members of the NBC may not hold or run for any other position within the APFA, as defined in this Article IX, Article III, or Article X of this Constitution.

Section 7. BUDGET COMMITTEE:

- A. Definition and Duties: The Budget Committee shall, under the authority of the **National** Treasurer, annually review the financial status of the APFA, its goals as established by the Board of Directors, and the projected expenditures for the coming fiscal year. Based on its findings, the Budget Committee shall, with the assistance of the **National** Treasurer, prepare the annual budget pursuant to the Policy Manual of the APFA.
- B. Number: In no case shall there be fewer than three (3) members of the Budget Committee.
- C. Requirements:
- (1) At least one (1) member of the Budget Committee must be a member of the Voting Board of Directors. The **National** Treasurer may fill one (1) of the remaining positions on the Budget Committee.
 - (2) The proposed budget must be completed not less than sixty (60) days prior to the scheduled date of the Annual Convention.

Section 8. OTHER APPOINTMENTS:

- A. Nothing in this Article shall limit the ability of the Board of Directors or the Executive Committee to establish other

- special or temporary committees and/or positions as may be deemed necessary to administer the business of the APFA.
- B. National Officers may establish and appoint members to special or temporary committees and/or positions as may be deemed necessary to administer the business of the APFA subject to approval by the Executive Committee.
 - C. Administrative personnel may be authorized by a National Officer to appoint and utilize additional member(s) to act in a special or temporary capacity to support the activities of the various departments and/or committees of the Association.
 - D. The provisions of Section 2 and Section 3 of this Article IX shall not apply to these special or temporary positions.

Section 9. VACANCY:

- A. In the event of a vacancy in the position of ~~Division~~ **Regional Representative** or National ~~Coordinator~~ **Chair**, the designated officer shall nominate a replacement to fill the vacant position. Confirmation or rejection of the appointment shall be made by the Executive Committee. Once confirmed, the replacement shall serve until his/her successor is confirmed.
- B. In the event of a vacancy on the NBC or the Budget Committee, the Executive Committee shall nominate and appoint an interim replacement member. The interim replacement member shall serve until the next Annual Convention. At that time, the Board shall nominate and appoint a replacement to fill the vacancy and complete the balance of the unexpired appointment.
- C. Interim appointments as provided in this Section 9 shall not be subject to the membership notification procedures as provided in Section 2 of this Article IX.

Section 10. REMOVAL:

Any member appointed to a position or committee shall be subject to removal by a two-thirds (2/3) vote of the Executive Committee; except that members of the National Balloting Committee (NBC) and members of the Budget Committee may only be removed by a majority of the Voting Board of Directors.

ARTICLE X

NEGOTIATING COMMITTEES

Section 1. ELIGIBILITY:

- A. Only active members in good standing shall be eligible to serve as appointed or elected members of any Negotiating Committee.
- B. Appointed members of the Negotiating Committee for a Collective Bargaining Agreement negotiated by the APFA on behalf of Flight Attendant employees of AAL must have been a member of the APFA for a period of two (2) or more years, and must previously have served in at least two (2) of the appointed or elected positions with the APFA as defined in the APFA Policy Manual. **The APFA Policy Manual may include provisions concerning credit toward meeting these requirements for service with a flight attendant union at a carrier other than American Airlines but within American Airlines Group.**
- C. Appointed members of a Negotiating Committee for a Collective Bargaining Agreement between the APFA and an airline or airlines other than AAL shall meet the eligibility requirements as defined in the APFA Policy Manual.
- D. The members of a Negotiating Committee representing a particular operation **(AAL Operation or OAL Operation)** must be assigned to that operation **(AAL Operation or OAL Operation)**.

Section 2. DEFINITION AND DUTIES:

The APFA Negotiating Committee(s) shall be considered standing committee(s) for the purpose of negotiating Collective Bargaining Agreement(s) and further, may be called upon to assist in the resolution of disputes arising from the interpretation of such agreements.

Section 3. TERMS:

- A. Members of any Negotiating Committee, both elected and appointed, shall assume their duties simultaneously, no earlier than twelve (12) months and no later than six (6) months prior to the amendable date of the respective Collective Bargaining Agreement.
- B. Members of a Negotiating Committee appointed and elected to negotiate an initial Collective Bargaining Agreement between the APFA and an airline or airlines other than AAL, shall assume office on a date designated by the Executive Committee, and necessary elections shall be conducted in

accordance with the provisions of Article VI of this Constitution.

- C. Members of a Negotiating Committee shall continue to hold such positions until their successors have been elected and/or appointed as applicable.

Section 4. CHAIR OF THE NEGOTIATING COMMITTEE:

- A. The **National** President of the APFA shall be the recognized Chair of all APFA Negotiating Committees. The **National** President is empowered to delegate the responsibilities of chairing a meeting of the Negotiating Committee to another individual.
- B. The **National** President shall sign and tentatively accept all Collective Bargaining Agreements on behalf of the APFA provided however, that such acceptance shall be confirmed by the Executive Committee or Board of Directors, and ratified by the affected membership as provided for in Article XI, Section 1,D or Section 2,E of this Constitution.

Section 5. COMPOSITION OF NEGOTIATING COMMITTEES:

- A. The Composition of the Negotiating Committee for a Collective Bargaining Agreement negotiated by the APFA on behalf of Flight Attendants employed by AAL shall be as follows:
 - (1) Seven (7) members consisting of:
 - a. The **National** President;
 - b. **Six (6) Three (3) Domestic Operation** representatives, ~~one (1) two (2)~~ who shall be elected by the membership ~~of the Domestic Operation~~ at large, ~~one (1) two (2)~~ who shall be appointed by the APFA **National** President, and ~~one (1) two (2)~~ who shall be appointed by the APFA Board of Directors by a two-thirds (2/3) affirmative vote of the Voting Board of Directors. ~~and~~
 - c. ~~Three (3) International Operation~~ representatives, ~~one (1) who shall be elected by the membership of the International Operation at large, one (1) who shall be appointed by the APFA President, and one (1) who shall be appointed by the APFA Board of Directors by a two thirds (2/3) affirmative vote of the Voting Board of Directors.~~
- B. In the event that an OAL operation, as defined in Article I, Section 7,K,2 of this Constitution, is covered or is to be covered by a Collective Bargaining Agreement negotiated by the APFA on behalf of the Flight Attendants employed by AAL, the composition of the Negotiating Committee for that

Collective Bargaining Agreement, as provided for in **B A** of this Section 5 shall also include:

(1) Two (2) additional permanent members consisting of: one (1) OAL Operation representative who shall be elected by the membership of the OAL Operation at large, and one (1) who shall be appointed **by a two-thirds (2/3) affirmative vote of the Voting Board of Directors.**; and

~~(2) Two (2) additional alternate members (alternates) consisting of: one (1) alternate OAL Operation representative who shall be elected by the membership of the OAL Operation at large by virtue of having received the second highest number of votes cast, and one (1) who shall be appointed.~~

C. The composition of the Negotiating Committee for any Collective Bargaining Agreement between the APFA and an airline or airlines other than AAL, shall be as follows:

(1) Three (3) or more permanent members consisting of:

- a. The **National** President or his/her designee;
- b. One (1) elected representative from each airline covered or to be covered by the applicable Collective Bargaining Agreement, who shall be elected by the membership of that airline at large; and
- c. One (1) **appointed** representative from each airline covered or to be covered by the applicable Collective Bargaining Agreement. **This representative shall be appointed by the National President.**

~~(2) Four (4) or more alternate members (alternates), consisting of:~~

- ~~a. Two (2) elected alternate representatives from each airline covered or to be covered by the applicable Collective Bargaining Agreement, who shall be elected by the membership of that airline at large by virtue of having received the second and third highest number of votes cast, and who shall serve as first and second alternates respectively; and~~
- ~~b. Two (2) appointed alternate representatives from each airline covered or to be covered by the applicable Collective Bargaining Agreement, who shall be appointed as first and second alternates respectively.~~

Section 6. VACANCY:

In the event of a A vacancy in the position of a permanent member of a Negotiating Committee member shall be filled using the same procedures described in Article X, Section 5.A(1)(b) of this Constitution. If the vacancy is for an elected negotiator, an election for that position shall be held in

accordance with Article VI of this Constitution. The National President shall appoint an interim negotiator to serve until the election is completed. , the next alternate member, as provided for in Section 5 of this Article X, shall assume the duties and responsibilities of a permanent member of the Negotiating Committee.

Section 7. REMOVAL:

- A. An appointed member of a Negotiating Committee may be removed from his/her position by **the appointing person or body. A removal by the Board of Directors shall be by an affirmative two-thirds (2/3) vote of the Voting Board of Directors** ~~Executive Committee.~~
- B. An elected member of a Negotiating Committee may be removed from his/her position by the membership as provided in Article VIII, Section 3 of this Constitution, or following the completion of the procedures provided for in Article VII of this Constitution.

ARTICLE XI

CONTRACT RATIFICATION AND STRIKE PROCEDURES

Section 1. RATIFICATION PROCESS:

- A. A proposed Collective Bargaining Agreement will be submitted to the affected membership for approval only after it has been accepted by a majority vote of the Negotiating Committee and presented to the Executive Committee.
 - (1) Should the Executive Committee reject a proposed agreement, the Negotiating Committee shall present the proposed agreement to the Board of Directors.
 - (2) The Board of Directors may decide to submit the proposed agreement to the membership for approval.
- B. A decision by the Executive Committee, or the Board of Directors of the APFA, to submit a proposed agreement to the membership for approval should not necessarily be construed to be an endorsement of the merits of the proposed agreement.
- C. The affected membership shall be given the complete changes to a Collective Bargaining Agreement prior to or at the start of the balloting period.
- D. A proposed Collective Bargaining Agreement shall be ratified by an affirmative vote by a majority of those active members in good standing covered by the applicable Agreement who **return cast** valid ballots. Members may vote only on those agreements which apply to their respective airline(s), unless covered under a master agreement.
- E. Balloting:
 - (1) The sole issue to appear on the secret ballot shall be the ratification of the Collective Bargaining Agreement.
 - (2) The time limit for the return of ratification ballots (the Ballot Date) shall be not less than thirty (30) days after the sending of the ballots to the respective membership.
- F. Any letters of agreement or side letters entered into between an employer and the APFA during or outside of the Collective Bargaining negotiations which alter the rates of pay, rules, or working conditions for covered Flight Attendant employees shall be subject to ratification by the Executive Committee. If the Executive Committee determines that the alteration is substantial, such letter of agreement or side letter shall be submitted for ratification to the membership covered by the applicable Agreement pursuant to the procedures outlined in this Article XI.

- G. Upon ratification by the membership, a Collective Bargaining Agreement and/or letters of agreement shall be deemed binding.

Section 2. STRIKE PROCEDURES:

- A. The Executive Committee or Negotiating Committee may recommend a balloting of the membership to authorize a strike. Any such balloting must be approved by the Board of Directors.
- B. A strike shall be authorized only by an affirmative vote by a majority of those active members in good standing covered by the applicable Collective Bargaining Agreement who return cast valid ballots.
- C. Such strike authorization shall empower the Board of Directors to authorize the National President to call a strike in accordance with the Railway Labor Act.
- D. Once a strike has commenced, it may be called off by the Board of Directors.
- E. During a strike, the procedures for voting on a proposed Collective Bargaining Agreement shall be as follows:
 - (1) The National President shall call system-wide membership meetings for the purpose of voting on a proposed Collective Bargaining Agreement.
 - (2) The affected membership shall be presented with the complete changes to a Collective Bargaining Agreement prior to the balloting.
 - (3) The Collective Bargaining Agreement shall be ratified by an affirmative vote by a majority of those members in good standing covered by the Agreement present at the membership meetings who cast valid ballots.
 - (4) The vote shall be accomplished by secret ballot.
 - (5) Upon ratification of the Collective Bargaining Agreement, the National President shall notify the membership of the conclusion of the strike, and the complete language of the new Agreement shall be provided to the membership.

ARTICLE XII

AFFILIATIONS, MERGERS, FEDERATIONS OR CHARTERS

Section 1.

Any action to affiliate, merge or federate the APFA with any other labor organization; or to issue a charter; or to organize an employee group (except as provided in Section 2 of this Article XII) to provide representation to that employee group for the purposes of the Railway Labor Act shall be subject to prior approval by:

- A. a two-thirds (2/3) majority of the Executive Committee, and
- B. a two-thirds (2/3) majority of the Voting Board of Directors, and
- C. an affirmative vote by a majority of those active members in good standing who return valid ballots.

Section 2.

Any action to organize a Flight Attendant employee group that is employed by a subsidiary or affiliated airline owned and/or operated by ~~AMR Corporation~~ **American Airlines Group**, or that is employed by an independently-owned airline that performs flying for or on behalf of American Airlines or ~~AMR Corporation~~ **American Airlines Group**, to provide representation to that employee group for the purposes of the Railway Labor Act shall be subject to prior approval by:

- A. a two-thirds (2/3) majority of the Executive Committee, and
- B. a two-thirds (2/3) majority of the Voting Board of Directors.

Section 3.

Any agreement to affiliate, merge, federate, issue a charter, or to represent another employee group shall protect and preserve the APFA's right to autonomy in all of its actions; and shall protect and preserve the collective bargaining relationship between American Airlines and the Flight Attendant employees of American Airlines represented by the APFA.

ARTICLE XIII

SAVINGS CLAUSE

Section 1.

Should any part, section, provision or Article of this Constitution be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any final decree of a court of competent jurisdiction, such invalidation of such part, section, provision or Article of this Constitution shall not invalidate any remaining portions, which shall continue in full force and effect.

Section 2.

If any part, section, provision or Article of this Constitution is invalidated as described above, the Executive Committee is empowered, subject to the approval of the Board of Directors, to promptly amend the invalidated part, section, provision or Article to the limited extent necessary to conform to the enacted legislation or final judicial decree which resulted in the invalidation. Any such amendment shall preserve, as nearly as possible consistent with the law, the invalidated part, section, provision or Article.

- A. Such amendment shall become effective when adopted by the Executive Committee and shall remain in effect until the Board of Directors acts as described in B. below.
- B. At the next Annual Convention or at an earlier special meeting of the Board of Directors if one is convened, the Board of Directors shall consider the amendment and shall either:
 - (1) decide that the amendment or an alternative amendment be submitted to the APFA membership for approval, or
 - (2) determine that there should be no amendment and that the Constitution shall remain as is, minus the invalidated part, section, provision or Article.
- C. In the event an amendment is sent to the APFA membership for approval, the proposed amendment shall be in effect until the membership approves or rejects it unless the Board of Directors expressly provides otherwise.