

SECTION 35 - UNION SECURITY

A. UNION MEMBERSHIP

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

B. JOINING THE UNION

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

C. RECALLED AND REHIRED FLIGHT ATTENDANTS

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

D. UNION DUES DURING LEAVES/TRANSFER

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

E. DEFINITION OF "MEMBER OF THE APFA"

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

F. DELINQUENT DUES PROCEDURES

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

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

required payment within thirty (30) days of the date of the mailing of the notice, or be subject to discharge.

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

G. DISCHARGE FOR NON-PAYMENT OF DUES

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

H. PROCEDURES FOR CONTESTING DISCHARGE

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

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