

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.