

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

O. DUES POLICIES FOR THE INACTIVE FLIGHT ATTENDANT

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

P. COLLECTION OF BACK DUES

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

Q. DUES DEDUCTION

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

R. RIGHT TO UNION REPRESENTATION

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

1. Investigative Meetings

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

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

2. Document Exchange

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

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

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

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

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

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

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

Department may (1) request the presence of another Flight Attendant who is covered by the AA/APFA Agreement, who is available within one (1) hour, and who is not also being interviewed, to act in the role of a silent observer; or (2) request a brief consultation with an APFA representative by phone prior to the interview. A Flight Attendant who elects to consult with an APFA representative by phone will be provided, generally five (5) to ten (10) minutes, to speak privately with an APFA representative prior to the interview. Although such Flight Attendant's luggage and other personal possessions will remain with the Flight Attendant, she/he and her/his luggage and other personal possessions must remain in plain view of the Security Department representative during the private phone consultation to ensure the integrity of all evidence is preserved.

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

S. COMPANY TO ASSUME ADMINISTRATIVE OVERRIDE

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

T. SAVINGS CLAUSE

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