



SECTION 23: Union Security and Dues Check-Off

A. Agency Shop

Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, shall be required to, as a condition of continued employment, within sixty (60) days following the beginning of her/his employment or as provided for the Union's Constitution, whichever is later, pay the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such employee. The service charge shall be an amount equal to the Union's regular and usual monthly dues and periodic assessments, including LEC and MEC assessments, which would be required of the Flight Attendant if a member.

- B. If a member becomes delinquent in the payment of her/his membership dues, such member shall be notified by registered mail, return receipt requested, copy to the Company, that she/he is delinquent in the payment of membership dues as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the employee that she/he must remit the required payment within a period of thirty (30) days or be discharged.
- C. If, upon expiration of the thirty (30) days the employee still remains delinquent, the Union shall certify in writing to the Company, copy to the employee, that the employee has failed to remit payment within the grace period allowed and is therefore, to be discharged. The Company shall then take proper steps to discharge such employee from the service of the Company. Such discharge shall be deemed to be for cause.
- D. Any determination under the terms of this Section shall be based solely upon the failure of the employee to pay or tender payment of membership dues, and not because of denial or termination of membership in the Union upon any other grounds.
- E. The Company agrees to deduct from the pay of each employee who voluntarily executed the agreed-upon form in "Appendix A" on or after the effective date of this Agreement, and remit (electronically) to the Union the membership dues uniformly required by the Union.



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- F. When a “dues form” as specified herein is received by the payroll department on or before the first day of the month, deductions will commence with the second pay day of the month following and will continue thereafter. The Company will electronically remit to the Union payment of all dues collected as soon after the pay day as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Union dues to the Union will be accompanied by a list of names, employee numbers, and amounts deducted in that particular period. Such information shall be sent, in a mutually agreed electronic format, to the AFA Director of Membership along with an explanation of any codes used by the Company in the report.
- G. No deductions of Union dues will be made from the wages of any employee who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work within the classification covered by this Agreement, whether by transfer, termination or leave without pay, or recall from furlough, deductions shall be automatically resumed. As a courtesy, when a Flight Attendant requests a Leave of Absence, the Company shall advise her/him of the obligation to continue paying dues for the first three (3) months of any such leave as well as her/his obligation to send such payments directly to the Union. The cooperation of the Company on this issue is in no way considered a liability of the Company to secure Union dues. The Union will not grieve an individual and sporadic case(s) in which the Company has inadvertently failed to provide such notice to a Flight Attendant.
- H. An employee who has executed a “dues form” and who resigns or is otherwise terminated (other than furlough) from the Company, shall be deemed to have automatically revoked her/his assignment, and if she/he is re-employed, further deductions of Union dues will be made only upon receipt of a new “dues form”.
- I. Collections of any back dues owed at the time of starting deductions for any employee, and collections of dues missed because an employee's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.
- J. Deductions of dues shall be made once a month provided there is a balance in the paycheck sufficient to cover the amount after all deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period which included her/his last day of work.



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- K. The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the Flight Attendant or Flight Attendants against the Company by virtue of the wrongful application or misapplication of any of the terms of this Section.
- L. The Company will provide a means for payroll deductions for Flight Attendant political contributions. The Plan will be known as "FLIGHT-PAC" and will be administered by the Company with administrative cost being borne by the Association. Additionally, the Company will provide for payroll deductions under the same conditions for the AFA Disaster Relief Fund that assists Flight Attendants in need. The forms necessary for the administration of these Plans will be provided by the Association and distributed to the Flight Attendants by the Association. Payroll deductions will automatically cease if the Flight Attendant is terminated, furloughed, laid off or is not in active service with the Company.



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