

# Constitution & Bylaws

**Amended April 30, 2015**



**Association of Flight Attendants - CWA  
AFL-CIO**

**THE CONSTITUTION AND BYLAWS**  
**of the**  
**ASSOCIATION OF FLIGHT ATTENDANTS-CWA**

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Organizational Structure Officially Established

December 27, 1973

Bylaws Adopted December 27, 1973 (by mail ballot)

Amended, November 23, 1974, Kansas City, Missouri  
Amended, November 20, 1976, Hollywood, Florida  
Amended, November 3, 1978, Miami Beach, Florida  
Amended, November 8, 1979, Los Angeles, California  
Amended, November 5, 1980, Los Angeles, California  
Amended, November 12, 1981, San Diego, California  
Amended, November 4, 1982, Dallas, Texas  
Amended, November 17, 1983, Denver, Colorado  
Amended, November 1, 1984, Seattle, Washington  
Amended, November 21, 1985, San Francisco, California  
Amended, November 20, 1986, St. Louis, Missouri  
Amended, November 19, 1987, San Diego, California  
Amended, October 22, 1988, Pittsburgh, Pennsylvania  
Amended, November 9, 1989, Chicago, Illinois  
Amended, October 31, 1991, Honolulu, Hawaii  
Amended, November 5, 1992, San Francisco, California  
Amended, October 21, 1993, Dearborn, Michigan  
Amended, October 27, 1994, Las Vegas, Nevada  
Amended, October 19, 1995, Palm Springs, California  
Amended, October 16, 1997, Portland, Oregon  
Amended, October 30, 1998, Orlando, Florida  
Amended, October 21, 1999, Manhattan Beach, California  
Amended, October 13, 2000, Atlanta, Georgia  
Amended, November 15, 2001, Pittsburgh, Pennsylvania  
Amended, October 18, 2002, San Francisco, California  
Amended, October 30, 2003, Boston, Massachusetts  
Amended, November 18, 2004, Pittsburgh, Pennsylvania  
Amended October 20, 2005, Palm Springs, California  
Amended November 16, 2006, Portland, Oregon  
Amended October 18, 2007, Phoenix, Arizona  
Amended July 10, 2008, Milwaukee, Wisconsin  
Amended April 2, 2009, Milwaukee, Wisconsin  
Amended April 29, 2010, Las Vegas, Nevada  
Amended April 13, 2011, Las Vegas, Nevada  
Amended July 14, 2011, Las Vegas, Nevada  
Amended February 8, 2012, Los Angeles, California  
Amended February 13, 2013, Chicago, Illinois  
Amended April 30, 2014, Orlando, Florida  
**Amended April 30, 2015, Las Vegas, Nevada**

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Affiliated with AFL-CIO

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501 3<sup>rd</sup> Street NW  
Washington, DC 20001

## **MISSION STATEMENT**

The Association of Flight Attendants – CWA (AFA-CWA) was founded in 1945 as a democratic member driven union. AFA-CWA's mission is to unite all professional flight attendants in order to achieve fair compensation, job security, seniority protections, and improved quality of life through organizing, bargaining and political action while serving as the leading voice for a safe, healthy and secure aircraft cabin for passengers and crew alike.

It is a core value of AFA-CWA to promote economic and social justice for all workers through education and action. We are committed to the broadest employment of our members regardless of age, color, disability, marital status, national origin, race, religion, sex, sexual orientation, gender identity, and gender expression.

AFA-CWA will continue to preserve and build upon the proud history of our struggles and accomplishments.

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**ARTICLE I**  
**GENERAL**

**A. Name**

The name of this organization is "ASSOCIATION OF FLIGHT ATTENDANTS-CWA," hereinafter referred to as the Union.

**B. Definitions**

1. The words "Constitution and Bylaws" when used herein mean the Constitution and Bylaws of the Association of Flight Attendants-CWA.
2. The term "flight attendant" when used herein shall include any flight cabin crew member in commercial air transportation.

**C. Objectives**

1. To unite all cabin crew members in the airline industry regardless of age, color, disability, marital status, national origin, race, religion, sex, sexual orientation, gender identity, and gender expression who are eligible for membership.
2. To negotiate working conditions, rates of pay and rules for all members that are the best in the industry and farsighted in scope.
3. To operate as a non-profit employee representing Union, not for pecuniary gain.
4. To promote the interest of the profession and to safeguard the rights, individually and collectively, of the members of the Union by ensuring that the "seniority date" of a flight attendant shall be the date from which each flight attendant accrues competitive (bidding) seniority as a flight attendant.
5. To safeguard, with ceaseless vigilance, the safety of scheduled air transportation in recognition of the high degree of public trust, confidence and responsibility placed on the members of the Union.
6. To establish and 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 and to settle promptly disputes and grievances which may arise between such members and their employers.
7. To further scheduling with safety in any practical manner.
8. To establish fair rates of compensation, maximum hours of employment and uniform principles of seniority for members and to seek the adoption and perpetuation thereof.
9. To urge, support, and sponsor the passage of legislation and regulations affecting members which will improve, protect, and increase the safety of their working conditions.
10. To purchase, hold, acquire, lease, mortgage and convey real estate and personal property of any kind, nature, and description, for the convenient conduct and execution of the Union'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 Union. Such assets shall be held in the name of the Association of Flight Attendants-CWA.
11. To disseminate news in any manner to keep the membership alert and well informed.
12. To levy initiation fees, dues and assessments upon its members to provide the funds with which to carry on the business and objectives of the Union, including the payment of all expenses, emergency or otherwise relating thereto, and to establish an ample reserve fund for the current and future protection of its members.
13. To consider and, if desirable, make provision for suitable pension, annuity, retirement, and disability benefits for all members through legislation, collective bargaining and other means.
14. To consider and, if desirable, establish a mutual aid plan for members of the Union.

15. To do any and all other acts consistent with and in furtherance of the policies and purposes herein declared.
16. To conduct all affairs of the Union in a manner that will preclude discrimination based on age, color, disability, marital status, national origin, race, religion, sex or sexual orientation.
17. To sponsor and support equal rights legislation.
18. To pursue cooperative agreements with other AFL-CIO affiliated unions which further the interests of the Union.

#### **D. Structure**

The structure of the Union shall consist of the following:

1. Board of Directors
2. Executive Board
3. Master Executive Council
4. Local Executive Council.

#### **E. International Office Location**

The location of the Office of the Association of Flight Attendants-CWA shall be determined by the Board of Directors of the Association of Flight Attendants-CWA.

#### **F. Duration**

The duration of the Union shall be perpetual, or until dissolved as provided in the Constitution and Bylaws.

#### **G. Dissolution**

1. The Union may be dissolved at any time by a two-thirds (2/3) vote of all the active members in good standing, such vote to be conducted by the Executive Board.
2. The Executive Board shall promptly conduct such vote as provided above by a mail ballot on the request by petition to the International Secretary-Treasurer of the Union of a majority of the active members in good standing, or on the written request addressed to the International Secretary-Treasurer of three-fourths (3/4) of all the members of the Board of Directors.
3. In the event of such dissolution, the Executive Board shall act as agent for the members and dispose of all physical assets of the Union by public auction, private sales, or otherwise, and any and all questions relating thereto shall be decided by a majority vote of the Executive Board. All the liquid assets shall then be prorated to the active members of record in good standing in proportion to the dues then being paid by each of such members. Any amounts that may have been paid into the Union 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 aggregate individual contributions.

#### **H. Fiscal Year**

The fiscal year shall commence on the first day of June and expire on the 31st day of May of each year.

#### **I. Bills, Notes, Checks, Etc.**

1. All bills payable, notes, checks, or other negotiable instruments of the Union shall be made in the name of the Union. The International President shall sign and the International Secretary-Treasurer or other properly bonded employee shall countersign all such notes, checks, or other negotiable instruments; however, the International President and the International Secretary-Treasurer may from time to time transfer such sums of money to administrative accounts, including payroll accounts, petty cash accounts, and such other accounts as may be necessary to meet administrative and current obligations of the Union. The International President and International Secretary-Treasurer may jointly designate properly bonded employees to sign checks for and draw upon such administrative accounts. All persons

authorized to sign any negotiable instruments for the Union shall be bonded in any amount consistent with the amount of funds over which they may have control.

2. No officer or agent of the Union, either singly or jointly with others, shall have the power to make any bills payable, notes, checks, drafts, warrants or other negotiable instruments nor endorse the same in the name of the Union, nor contract or cause to be contracted any debt or liability in the name of or in behalf of the Union, except as expressly prescribed and provided in the Constitution and Bylaws.
3. Bank accounts and credit cards opened for a Master Executive Council or Local Executive Council in compliance with the Union's established procedures shall be the responsibility of the respective Master or Local Executive Council President, and cannot be unilaterally closed, reduced, or withheld from service by the International Office of this Union, without prior communication and mutual agreement between the International Office and the current/transitioning Master Executive Council President or Local Executive Council President.

#### **J. Membership Credentials**

Every member in good standing shall receive a membership card. The membership card shall contain thereon the name of the member and such additional information as may be deemed necessary, and shall be signed by the International Secretary-Treasurer and shall bear the Seal of the Union.

#### **K. Amendments to Constitution and Bylaws**

The Constitution and Bylaws may be amended, added to, or any part or parts thereof may be repealed by an affirmative two-thirds (2/3) vote of the Board of Directors at any meeting of the Board of Directors.

#### **L. Representation, Voting and Proxies**

1. Representation of all members of the Union at any duly called meeting of the Board of Directors, Executive Board and Master Executive Council is mandatory. Elected representatives may be considered as acting against the best interests of the Union if they fail to represent, or arrange for representation of their constituents. Proxies at any Union meeting shall be used only in a manner specifically provided for in the Constitution and Bylaws and shall not be given when the duly elected Officer or member is personally present.
2. Whenever a roll call vote is taken, a representative shall vote all the members in good standing that person represents.
3. A motion that requires a second must receive a voice second to be considered for discussion and action. Proxies are not acceptable for use as a second to a motion. This applies to all AFA-CWA meetings.

#### **M. Obligation of Members to the Union**

1. A member of the Union shall accept and agree to abide by the Constitution and Bylaws of the Union as they are in force at the time that person is accepted for membership, or as they may be thereafter amended, changed, modified or adopted by the Board of Directors.
2. It is a member's obligation to maintain a current mailing address, name and status change information with the International Office Membership Department and with the member's Local Council President. Failure to do so relieves the Union of any responsibility concerning its inability to establish due notice in any case, and the dispatch of mail to a member's last known address will constitute adequate service.
3. Members of the Union are specifically prohibited from the acts enumerated and set forth in Article X.A.1.

**N. Parliamentary Law and Rules of Order**

At any meeting of members or their elected representatives held under the provisions of this Constitution and Bylaws, all questions of parliamentary law and rules of order not specifically provided for in the Constitution and Bylaws shall be decided according to the principles laid down in "The Standard Code of Parliamentary Procedure," except that, when voting by roll call, the secret ballot provision shall not apply. (See Appendix B for outline of Parliamentary Procedures.)

**O. Ballot Certification Committee**

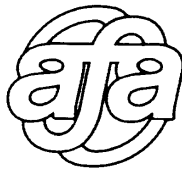
1. The Ballot Certification Committee shall be comprised of employees of the Union authorized to so serve by the Executive Board. Nothing in the certification process shall deny the right of any member or candidate to be in attendance to witness the opening of transmittal envelopes, counting and certification of ballots. Any member electing to be present as an observer is encouraged to remain in attendance until all ballots have been counted and certified. Any member or candidate who witnesses the counting or certification of ballots shall sign a statement agreeing not to disclose the results of such ballots until they have been counted and certified.
2. The Ballot Certification Committee shall only certify the results of ballots conducted by the International Office.

**P. Expenses**

Normal expenses incurred by an officer, representative, or member while on Union business shall be reimbursed by the Union. Allowable expenses shall include transportation, lodging, any pay for flying actually lost and verified, computed in accordance with the applicable employment agreement, and expenses for meals and incidentals conforming with the expense policy of the Union or which are approved by the International President and the International Secretary-Treasurer of the Union.

**Q. Association Seal**

The Official seal shall be:



A Master Executive Council may pass a resolution authorizing that the official AFA-CWA Pin be customized at its respective carrier with ribbons and/or other accessories or colors in order to promote solidarity among the membership in support of collective bargaining, or in support of any issue affecting flight attendants at that carrier.

**R. Salary of Officers**

There shall be no salary paid to any officer, except as provided in Article IV.H.

## **ARTICLE II**

### **MEMBERSHIP**

#### **A. Eligibility for Membership**

Any person who is employed as a cabin crew member in commercial air transportation regardless of age, color, disability, marital status, national origin, race, religion, sex, sexual orientation, gender identity and gender expression shall be eligible for membership in the Association of Flight Attendants-CWA.

#### **B. Classification**

There shall be eight (8) classes of members: (1) Active, (2) Executive Active, (3) Apprentice, (4) Management, (5) Inactive, (6) Retired, (7) Honorary and (8) Affiliate Member.

#### **C. Description of Classes**

##### **1. Active Members**

- a. An active member is a flight attendant employed by an airline for whom the Union is the bargaining representative who has met the qualifications of Section A. of this Article and has been approved for such status in accordance with Section D. of this Article. An active member in good standing shall be entitled to all the rights and privileges of the Union, including the right to vote and hold elected and appointed office. A member shall remain active until:
  - (1) That person is transferred to another classification.
  - (2) That person resigns or is expelled under any provision of the Bylaws; provided that during the period of appeal, if any, that person shall remain in active status.
  - (3) That person is terminated from her/his airline, provided that the person shall remain in active status during all grievance procedures incident to the final decision under that person's employment agreement relating to the termination.
  - (4) That person retires subject to the provisions of Paragraph 6. of this Section.
- b.
  - (1) Any member who takes a leave of absence for any reason under ninety (90) days shall remain active and pay dues.
  - (2) Any member who takes a leave of absence for any reason which exceeds ninety (90) days shall continue in active status and pay dues for the first ninety (90) days of said leave of absence.
  - (3) A member on a leave of absence which exceeds ninety (90) days may opt to remain on active status for the duration of said leave, providing that member notifies the International Secretary-Treasurer of the Union and continues to pay membership dues and assessments directly to the Union for the duration of such leave of absence, except that Local Council Officers and Master Executive Council Officers who are not receiving any airline income while on leave of absence shall be exempt from paying dues. A member choosing to remain active under the provision of this subsection shall be entitled to all rights and privileges of the Union, including the right to vote and hold elective office.
  - (4) In the event any member in good standing on leave becomes delinquent in payment of dues for months prior to becoming inactive, because of financial hardship, that member may be exempt from paying the dues obligation during such leave period by the application to and approval of the Local Executive Council. It is the responsibility of the Local Executive Council President to diligently track the return of the deferred member to active status.
  - (5) Any member who has outstanding dues for months prior to being furloughed may be exempt from paying the dues obligation during such furloughed period by the application to and approval of the Master Executive Council.

## 2. Executive Active

An executive active member is any member on leave from that person's airline to serve in any position deemed necessary by the Union to implement organization and administrative services.

- a. All such members shall be appointed by the International President and approved by a two-thirds (2/3) majority of the Executive Board.
- b. An executive active member shall be entitled to all the rights and privileges of the Union including the right to vote and hold elective office.

## 3. Apprentice Members

An apprentice member is a flight attendant who possesses all the requirements for active membership with the exception of having completed the required company probationary period stipulated in that member's employment agreement, or who need not be represented by the Union under that member's employment agreement, and whose application for such status has been approved in accordance with Sections of this Article. Such member will not be required to assume any financial obligation until becoming eligible for active membership. An apprentice member is excluded from the rights and privileges of the Union until that member meets the full requirements for active membership. However, an apprentice member shall be allowed full privileges of the floor at any Local Council meeting or portion thereof which has not been specifically declared closed to apprentice members.

## 4. Affiliate Member

An Affiliate Member is any person employed as a cabin crew member at a carrier where AFA-CWA is not yet the collective bargaining representative who applies for membership in AFA-CWA, and who otherwise meets all membership requirements. Such Affiliate Members shall have all the rights and privileges of the Union, with the exception that collective bargaining rights and access to a system board of adjustment would have to await formal recognition of the Union as the collective bargaining representative for the flight attendants on that airline. Those rights and privileges include the right to vote, and the right to hold elective office with the exception of International office.

- a. When a carrier whose flight attendants hold affiliate membership has a certified election that results in that carrier becoming a newly organized carrier, that affiliate member will then have all the rights and responsibilities of an active member belonging to a newly organized carrier as outlined in the AFA-CWA Constitution and Bylaws.

## 5. Management Status

- a. When a member in good standing is employed by that member's company in a managerial, executive or supervisory capacity for a period to exceed ninety (90) days, that person shall notify the International Secretary-Treasurer of the Union and the Board of Directors in writing within fifteen (15) days of entering such capacity. Upon such notification that person's active membership status shall be suspended, until return to active flying status. Dues obligation will continue until such time as that person notifies the International Secretary-Treasurer of the Union and the Local Executive Council in writing or until reclassification. If that person does not give timely notice to the International Secretary-Treasurer of the Union and the Local Executive Council, that person shall be reclassified into management status and be subject to charges under Article X.
- b. The effective date of such classification shall be from the time the member assumed a managerial, executive or supervisory position.
- c. To regain membership status that person shall be bound by the provisions of this Article.
- d. A member in management status shall not have the right to vote, hold elective office, attend Union meetings, receive Union mailings or otherwise participate in Union affairs but shall be subject to provisions of the Constitution and Bylaws.

## 6. Inactive Members

- a. Any member in good standing, including an apprentice member, shall become an inactive member automatically when:
  - (1) That member is placed on furlough and is not receiving furlough pay from the company.
  - (2) That person leaves in excess of ninety (90) days to fulfill a military obligation.
  - (3) That person takes a leave of absence in excess of ninety (90) days and fails to meet the provisions of Section C.1.b. of this Article.
  - (4) That member is placed on non-paid status caused by an airline's aircraft being unavailable for flight due to action by governmental authorities or any other circumstances beyond the control of that member's carrier.
- b. An inactive member shall not be able to vote or hold elective office.
- c. An inactive member, other than one involuntarily furloughed, must pay her/his membership account in full within ninety (90) days from the date that member is placed on such inactive status, or make satisfactory arrangements for payment with the International Secretary-Treasurer of the Union within such ninety (90) day period. When such ninety (90) day period has elapsed and no steps have been taken to settle that person's account, said member shall automatically be expelled unless, at the discretion of that member's Master Executive Council, there shall appear to be extenuating circumstances warranting an extension of time for the payment of such account.
- d. Subparagraph a. shall not apply to any member who is placed on involuntary furlough, leave of absence, or whose employment is severed by reason of temporary cessation of that airline's flight operations resulting from a work stoppage.

## 7. Retired Members

- a. A retired member is a member whose service as a flight attendant with that member's company is terminated at normal retirement age and who is a member in good standing at the time of such termination. Further, any member in good standing who has accrued ten (10) years of active and executive membership in good standing in the Union, including good standing membership in any predecessor organization of the Union, and retires while in good standing prior to normal retirement age shall be classified as a retired member.
- b. Recognizing that retired members are a valuable resource to the Union, a retired member shall retain the right to attend union meetings, receive union mailings or otherwise participate in union affairs. Any other communication other than Flightlog, shall be on a subscription basis or electronically. While attending meetings or otherwise participating in union affairs such retired flight attendant shall, except as provided in this paragraph, be subject to all other applicable provisions of the Constitution & Bylaws and the AFA-CWA Policy Manual.
- c. A retired member shall not have the right to vote or hold elective office. While such member remains retired she/he shall not be required to pay dues, provided, however, that if such member resumes her/his flight attendant career at an airline where the flight attendants are, or become, AFA-CWA-represented, the dues obligation will resume for the duration of that employment.
- d. Upon request, a gold color pin of the Association Seal (Article I.Q.) will be made available to AFA members, who retired in good standing, to recognize their many valuable years of service to AFA. Such request will be made to the Union and such cost will be covered by the AFA-CWA International Office.

## 8. Honorary Members

An honorary member is any person who, by a three-fourths (3/4) majority vote of the Board of Directors, has been granted honorary membership in the Union. There shall not be more than three (3) such honorary memberships granted in any one (1) year, and posthumous awards may be granted, by a three-fourths (3/4) majority vote of the Board

of Directors. Honorary members of the Association of Flight Attendants-CWA will be exempt from paying dues.

**9. Applications**

- a. All applications for membership shall be on a standard form provided for that purpose by the International Secretary-Treasurer of the Union. Each applicant, by becoming a member of the Union, agrees and subscribes, without reservation, to all the provisions, conditions and stipulations in the Constitution and Bylaws currently in effect or as they may be added to, repealed or amended from time to time as specified in the Constitution and Bylaws.
- b. An application for apprentice membership shall be processed in the same manner as applications for active membership, except that Local Council or Local Council President approval will not be required.
- c. An applicant for active membership shall have completed that Company's required probationary period and be eligible for representation by the Union in accordance with that person's employment agreement before action on that person's application for such membership can become final, and the day following completion of such probationary period shall be the date of the applicant's active membership, subject to the prompt approval of that person's application by the International Secretary-Treasurer of the Union and the Local Council or Local Council President having jurisdiction. Where there is no established Local Council, applicants for membership shall be subject to approval by the International Secretary-Treasurer of the Union.

**D. Approval**

1. All applications for membership shall be submitted to the International Secretary-Treasurer.
2. Any member may file, with the International Secretary-Treasurer, an objection to the application within thirty (30) days of the receipt of the application.
3. If an objection is received, the applicant shall be investigated by the International Secretary-Treasurer, who shall submit a report to the Executive Board. The Executive Board, at its sole and complete discretion, may approve or disapprove the application.
4. The applicant and the applicant's Local Council shall be notified immediately by the International Secretary-Treasurer of the Union of acceptance or rejection.
5. The making of willful misstatements, or the entering of untrue or misleading information, or the withholding of essential or pertinent information on an application for membership in the Union shall be cause for rejection, disciplinary action or expulsion.

**E. Transfer of Inactive to Active**

An active member who has been transferred to inactive membership is automatically returned to active membership upon return to flight attendant employment status with that member's carrier, and shall advise in writing to that person's Local Council President and the International Secretary-Treasurer of the Union of such return immediately after the date the condition or conditions causing that person's inactive status are removed. Dues, assessments, and penalties shall begin to accrue as of the date of eligibility for transfer to active membership.

**F. Transfer of Management Status Members to Active Membership**

1. An active member who transferred to management status is immediately eligible for active membership upon return to flight attendant employment status with that person's carrier provided:
  - a. A written application is submitted to the Local Executive Council and the International Secretary-Treasurer of the Union within ninety (90) days for reinstatement to active membership.
  - b. Such reinstatement shall be contingent upon receipt by the International Office of majority approval of the Local Executive Council.

2. The financial obligations of the members shall begin to accrue as of the date of eligibility for transfer to such active status.
3. Should Local Executive Council approval for active membership not be granted, charges shall be filed under the provisions of Article X. and heard by that person's Master Executive Council at its first regular meeting and a decision rendered at that meeting affirming or reversing its initial decision. That person may appeal therefrom to the Appeal Board utilizing the procedures of Article X.
4. When application for transfer from management status membership to active membership is refused by the person's Master Executive Council and the Appeal Board, that person's membership in the Union will be terminated. To regain membership status that person shall be bound by the provisions of Sections C. and D. of this Article.

**G. Termination of Membership**

1. Membership shall be terminated by expulsion when:
  - a. A member is expelled as provided in Article X.
  - b. A member is terminated as provided in Sections D. and F. of this Article.
2. Membership shall also be subject to termination by expulsion when a member is three (3) months in arrears in dues, initiation fee, assessments or fines, or when a member is two (2) months in arrears in such financial obligations if the member has been in arrears with respect to a prior obligation within the preceding two (2) years, as provided in Article XI.
3. Membership shall also be terminated when:
  - a. A member voluntarily resigns from the Union, provided that member's obligations to the Union as of the date that member's written notice of resignation are paid in full.
  - b. A member severs employment with that member's carrier.

**H. Reinstatement of Former Members**

1. Any member who has been expelled for non-payment of dues, initiation fee, assessments, or fines, or who has voluntarily resigned from the Union while continuing actively in such profession, or who was in bad standing at the time membership was terminated, may submit an application for membership to the International Secretary-Treasurer of the Union. If that person's application is approved by the Local Executive Council and by the International Secretary-Treasurer of the Union, that person shall become a member in good standing upon payment of:
  - a. All outstanding indebtedness to the Union as of the time former membership ceased, and
  - b. An amount equal to the sum total of all dues and assessments which would have been paid as an active member in good standing, but which have not been paid from the time of termination of former membership until the time of membership reinstatement, and
  - c. A reinstatement fee as set forth in Article XI.
2. Any former member, other than those outlined in Paragraph 1. of this Section, is eligible to reapply for membership, subject only to the provision of Section C.8. and Section D. of this Article, and provided further that an individual who resigned her/his membership should be required to pay a reinstatement fee as set forth in Article XI. as a condition of reinstatement to AFA-CWA membership.
3. When application for transfer from management status membership to active membership is not made within ninety (90) days from date of eligibility, that person shall be required to pay an amount equal to the sum total of all dues and assessments which would have been paid as an active member in good standing from the time that person was eligible to apply for return to active service.

**I. Acceptance of Rejected Applicants or Reinstatement of Members Expelled for Reasons Other than Non-Payment of Dues or Assessments**

Any former active member or other person who has engaged in any activity, directly or indirectly, opposing the Union, or its aims or purposes, or against the best interests of any member or members thereof, or who has been found guilty of any actions under the provisions of Article X, resulting in expulsion from the Union, shall not be accepted for membership except by special action of the Board of Directors at a regular annual meeting, subject to the provisions of Section H. of this Article and such conditions or fines as the Board of Directors may fix. Nothing in this Section shall be construed as giving any mandatory right to any such former active member or other persons.

**J. Retiree Association of Flight Attendants-CWA (RAFA)**

1. The RAFA shall serve as a constituent unit of the Association of Flight Attendants-CWA.
2. The RAFA shall adopt bylaws which are in compliance with the Constitution and Bylaws and programs of the Association of Flight Attendants-CWA.
3. The structure of the RAFA shall consist of:
  - a. Retiree Local Councils
  - b. Retiree Governing Council
4. The governance of the RAFA shall be vested in the elected presidents of each RAFA Chapter who collectively form an Association of Flight Attendants-CWA Retirees Governing Council.
5. Membership
  - a. Retiree membership in RAFA shall be governed by Article II.C.7.
  - b. Non-voting Associate Membership in RAFA may be accepted from friends, family members and other supporters of flight attendants.
  - c. Membership records of the RAFA shall be kept in accordance with the Association of Flight Attendants-CWA record keeping requirements.

## ARTICLE III

### LOCAL COUNCILS AND LOCAL EXECUTIVE COUNCILS

#### A. Local Councils

##### 1. Establishment of Local Councils

The basis of determination of the number and location of Local Councils shall be the geographical extent of an airline, the routes, the domicile locations, and the number of members involved, and shall be subject to change from time to time to expedite Union affairs, and to give adequate representation to all members. No more than one (1) Local Council on any one (1) airline shall be located in any one (1) city, town, or village, except when the operation of a part or parts of the airline are of a character presenting a marked difference in operating technique and procedures, in which event more than one (1) Local Council may, with the consent of the Executive Board, be so established. Unless otherwise approved by the Master Executive Council, a member must belong to the Local Council at the domicile where that member holds a bid. All requests to belong to a Council other than where a member holds a bid must be made to the Master Executive Council in writing stating specific reasons for said request. If no Local Council exists at a domicile, the Master Executive Council shall assign such member to a Local Council.

##### 2. Establishment of Transitional Local Councils for Newly Organized Carriers

- a. Local councils established on newly organized carriers without prior Union representation and a collective bargaining agreement shall be designated Transitional Local Councils.
- b. Each Transitional Local Council shall have the following elected Officers: President and Secretary.
- c. **Promptly after certification of the representation election, the International President will solicit input from the Flight Attendants of the newly organized carrier for names of potential appointees to the positions of the Transitional Local Council Officers. Each potential appointee must receive a minimum of two recommendations and must sign a commitment to serve. Appointment by the International President will be made no later than thirty (30) days after certification of the representation election results.** Transitional Local Council **Officers** shall serve until officers of the Council have been duly elected in accordance with Article VIII.C.1.a. **(Board 2015)**
- d. The term of office of the **elected** Transitional Local Council Officers shall commence upon certification of the election results. **The maximum term of office is three (3) years, except that** thirty (30) days after an initial contract is ratified, the International Secretary-Treasurer will initiate the election process for regular officers. Should a vacancy in either office occur, the Master Executive Council may appoint a Temporary Officer with the approval of the International President, and the International Secretary-Treasurer shall immediately initiate election procedures. Transitional Local Council Officers shall be considered Officers of the Union and shall have all the same rights and privileges of Local Council Officers as authorized under the Constitution and Bylaws of AFA-CWA. **(Board 2015)**
- e. Transitional Local Council Officers shall have all Constitutional jurisdiction and duties of regular Local Council Officers. There shall be no Transitional Local Executive Council. Transitional Local Council Committees shall be those necessary for member communications and negotiations.

##### 3. Authority to Establish Councils

- a. The Executive Board shall have the authority to establish Local Councils and to create new Councils for the purpose of representation, and make assignments to election categories.

- b. The number and location of Local Councils shall be recommended by the Master Executive Council and final determination shall be made by the Executive Board.
4. Initial Representation
- a. **This provision will apply to new domicile representation at existing AFA carriers as well as newly organized carriers with an existing collective bargaining agreement. (Board 2015)**
  - b. For the purpose of initial new domicile representation, the Executive Board shall promptly establish a probationary Local Council or Councils, and shall appoint Temporary Local Council President(s), Vice President(s), and Secretary(s), who shall serve until successors are elected. Should the Executive Board not be scheduled to meet within thirty (30) days, the International Secretary-Treasurer of the Union shall effect the above. **When a newly organized carrier is involved, initial appointment of Temporary Local Officers will be in accordance with Article III.A.2.c. (Board 2015)**
  - c. The Temporary Local Council Officers will have all the jurisdiction and duties as provided in Article III.C.3. and E.1. and all the rights and privileges of elected Officers, however, they may not vote as representatives in an election and recall of Officers except as provided in Subparagraph c. below and Article VII.D.6.
  - d. The Temporary Local Council Officers shall have the same privileges with respect to the nomination and election of regular Local Executive Council Officers as all other eligible members on that airline and shall serve until regular Officers have been elected in accordance with Article VIII.C.

5. Local Council Dissolution

A Local Council shall be automatically dissolved when the domicile ceases to exist or when the Union ceases to be the bargaining representative for the flight attendant members of the carrier. The Executive Board is empowered to terminate or dissolve a Local Council if its members diminish to ten (10) or fewer, or if other factors which led to its initial establishment are demonstrated to be no longer applicable.

**B. Local Affiliate Councils**

The Executive Board shall have the authority to establish new Local Affiliate Councils (LACs) and to create new LACs, as needed, upon the recommendation of the International President. An LAC Representative shall be appointed to serve until officers of the LAC have been duly elected. Each LAC shall have the following elected officers: President and Secretary. The term of office of the LAC Officers shall commence with the certification of the election results and expire upon the date of either (1) the appointment of a Transitional Local Council Representative in accordance with Article II.A.2., after the LAC becomes a Transitional Council following recognition as a Newly Organized Carrier, or (2) three years after the election, whichever occurs first. Should a vacancy in either office occur, the International President may appoint a Temporary Officer and the International Secretary-Treasurer shall immediately initiate election procedures. LAC officers shall be considered an Officer of the Union and shall have all the same rights and privileges of Local Council Officers as authorized under the Constitution and Bylaws of AFA-CWA, except for the right to hold International office.

- 1. In the event membership falls below 100 dues paying members in a Local Affiliate's Council, a review process will be initiated. The Executive Board shall be charged with reviewing each council of less than 100 members and determining whether that council shall remain intact or be dissolved.

**C. Local Council Officers**

- 1. Number of Officers
  - a. Each Local Council shall have the following elected Officers: President, Vice President and Secretary, except as provided in Section C.1.c. and C.5. of this Article. These Officers shall be nominated and elected in accordance with Article VIII.C. 1. and 2.

- b. Each Local Council shall have a Local Executive Council comprised of the elected Local Council Officers who shall serve in the same capacity for the Local Executive Council.
- c. For any Local Council, additional Officers may be elected and designated as Local Council Representatives in accordance with c. (1) and (2) below. The decision to elect additional representatives shall be made by the Local Council at a regular membership meeting where the business is included on the advanced agenda.
  - (1) Local Councils with membership of two thousand (2,000) or less shall be limited to a maximum of two (2) Local Council Representatives.
  - (2) One (1) additional Local Council Representative may be elected for each additional increase of one thousand (1,000) members, or portion thereof.

## 2. Eligibility

- a. Members wishing to run for local office must be active members in good standing from the Local Council at the time of nomination and election **count dates. If on a temporary assignment from another Local Council, the procedures outlined in Article III.A.1. must be followed. (Board 2015).**
- b. Local Council Officers shall hold office for the term elected, provided the officer remains an active member in good standing of that Local Council.
- c. Members holding Local Executive Council office must belong to the Local Council at the domicile where that member holds a bid **and cannot be on a temporary assignment to or from another Local Council**, unless the procedures outlined in Article III.A.1. are complied with. **(Board 2015)**
- d. Notwithstanding the provisions of a., b., and c. above, any person barred from holding union office under the provisions of the Ethical Practices Code shall not be eligible to serve as an officer or representative.

## 3. Jurisdiction and Duties

- a. Local Council President & CWA Convention Delegate #1
  - (1) The President of the Local Council shall preside at all meetings thereof and at all meetings of the Local Executive Council, except as the President may otherwise specifically direct in accordance with Paragraph 3.b. of this Section.
  - (2) The President shall cause to be called all regular and special meetings of the Local Executive Council and of the Local Council in accordance with the Constitution and Bylaws.
  - (3) The President shall be responsible for the expeditious processing of complaints and grievances of that Council's members and promoting their interests locally in whatever way possible.
  - (4) The President shall be charged with and responsible for implementing, administering and explaining the policies of the Local Executive Council and Master Executive Council, the Board of Directors, and Executive Board as they pertain to that Local Council.
  - (5) The President shall be a member of the Master Executive Council of the airline and a member of the Board of Directors.
  - (6) The President shall inform all Local Council Officers and committees that all files, correspondence, documents and other materials resulting from the work of such committees are the property of the Union, not the personal property of individuals, and are to be safeguarded.
  - (7) The President shall maintain the Union's files and property, then transfer them to her/his successor promptly.
  - (8) The Local President is encouraged to consult with and take into account the opinions and thoughts of the other Local Council Officers. It is expected that a Local Council President will exercise her/his judgment in the best interests of her/his members.

b. Local Council Vice President & CWA Convention Delegate #2

In the absence of the President, the Vice President shall perform all the duties of the President as provided in Paragraph 3.a. of this Section and such other duties that from time to time may be specifically assigned by the President.

c. Local Council Secretary & CWA Convention Delegate #3

The Secretary of the Local Council shall assist the President in administering Local Council funds, maintaining Council records, and perform such other duties that the Council President may assign to the Secretary, and shall in addition, be available to represent the Council at meetings of the Board of Directors pursuant to Article V.H. and Master Executive Council meetings pursuant to Article VII.D.6.

d. Local Council Representative & CWA Convention Delegate #4, etc.

The Local Council Representative shall assist the President, Vice President and Secretary in the administration of Local Council activities and perform such other duties as the President may assign to the Council Representative. For the purposes of calling special Local Council meetings, a Council Representative is not an officer.

4. Term of Office

The term of office for the Local Council Officers shall commence January 1 or July 1 in accordance with each Local Council's Election Category placement as delineated in Article VIII.C. 3 and shall be for three (3) years.

5. Council Officer Vacancies

a. When a Local Council office becomes vacant, it shall be filled in accordance with the following provisions except as provided in Subparagraph c. below.

- (1) When the office of President becomes vacant, the Vice President shall complete the unexpired term as President and the Secretary shall act as Vice President and Secretary for the remainder of the unexpired term.
- (2) When the office of Vice President becomes vacant, the Secretary shall act as Vice President and Secretary for the remainder of the unexpired term.
- (3) When the office of Secretary becomes vacant, the Vice President shall act as Vice President and Secretary for the remainder of the unexpired term.
- (4) At the option of the remaining Officers, an election for any vacant office may be requested from the International Office.

b. In the event that a successful candidate for office advises the International Secretary-Treasurer before the commencement of the term that s/he will not assume office, an election will be held for the vacant office provided that until the individual to be elected assumes office, the duties and responsibilities of the vacant position will be filled in accordance with subparagraph a.1.2.3. above. If the vacant position is one of a Council Representative, at the option of the newly elected LEC President, and in lieu of an election, the next candidate for Council Representative with the most votes may be moved up to fill and assume the position of Council Representative.

c. When a Local Council has more than one (1) vacancy at the same time, the offices will be filled in the following manner, except as provided in Subparagraphs d. and e. below.

- (1) When the offices of President and Vice President become vacant there will be an immediate election to fill the above named offices in accordance with Article VIII.C.1. and 2. The Secretary shall act as President and Secretary, pending the filling of the President and Vice President vacancies.
- (2) When the offices of President and Secretary are vacant, the Vice President shall succeed to the office of President and complete the unexpired term of that office and an immediate election will be held to fill the offices of Vice President and Secretary in accordance with Article VIII.C.1. and 2.

- (3) When the offices of Vice President and Secretary become vacant, an immediate election will be held to fill the above named offices in accordance with Article VIII.C.1. and 2.
  - (4) A Council Representative shall not succeed to any vacant office in a Local Executive Council.
- d. When in the case of a single Council airline one (1) or more of the Local Council offices become vacant, the following procedure could be invoked at the discretion of the remaining elected officer(s) in consultation with the International President during the interim period while processing the election:
- (1) At the request of the remaining elected officer(s) or the International President a decision will be reached as to whether or not the individual single Council airline should have temporary acting Officers appointed while waiting for election results.
- e. In the event that more than one (1) vacancy occurs within six (6) months of the expiration of the regular term of office, the successful candidates elected to said office will be appointed to complete the unexpired terms of office and will then fill the regular terms of office to which they have been elected.
- f. In the event a Local Council has no elected Officers:
- (1) The Master Executive Council shall appoint a Temporary Local Council President, Vice President and Secretary until nominations and elections can be conducted in accordance with Article VIII.C.1. and 2. This nomination and election process should begin ninety (90) days after the commencement of such appointments.
  - (2) The Temporary Council Officers will have all the jurisdiction and duties as provided in Article III.C.3. and E.1. and all the rights and privileges of elected Officers, however, they may not vote as a representative in an election and recall of Officers except as provided in subparagraph (3) below, and in Article VII.F.
  - (3) The Temporary Local Council Officers will have the same privileges with respect to the nomination and election of permanent Local Council Officers as all other eligible members on that airline, and shall serve until permanent Officers have been elected.

#### **D. Local Council Meetings**

1. The Local Council meeting shall be the forum of the general membership of the Union.
2. Regular Local Council Meetings
  - a. A regular meeting of the Local Council shall be called at least two (2) times per calendar year by the President or by other elected Officers of the Council at the direction of the President. At least one (1) of these meetings will be held prior to the Board of Directors meeting to discuss and solicit agenda items from Local Council members.
  - b. The following shall be complied with during Local Council meetings: where applicable, due to the size of the Council, or availability of membership, and in order to allow the maximum number of members to attend a meeting, the meeting may be divided into two (2) or more sessions. Each meeting having more than one (1) session shall discuss the same items on the published agenda, and in case of new business at the first session, such new business shall be discussed at the remaining sessions of the meeting. Any vote taken on any matter of business must be a compilation of the voting on that matter of business of all sessions. Voting at second or subsequent sessions must be confined to the issues voted upon at the first session, including votes to table, amend, etc. Any action to amend or to otherwise dispose of an item at a second or subsequent session requires that said decision be placed on the published agenda of the next meeting of the Council. In case of a tie vote, the Local Executive Council shall vote the issue and their vote shall be the decision of the Council. Items of business not discussed at all sessions shall revert to the next Local Council meeting for final decision.

### 3. Special Local Council Meetings

A special meeting of the Local Council may be called by the President. Special meetings of the Local Council shall be called by the President upon written request of the Master Executive Council, the International President or two (2) or more Local Council Officers. The Officer(s) requesting such special meeting shall state the agenda for inclusion in the President's published notice.

The International Secretary-Treasurer of the Union shall call a special meeting when petitioned in writing by thirty percent (30%) of the active members in good standing of a Local Council and shall publish notice of the time and place of the meeting and the agenda items included in the petition.

### 4. Notice of Meetings

- a. Notice of all regular Local Council meetings shall be given by written notice as far in advance as is practicable and at least five (5) days before the time designated for such meetings, and copies of such notice shall be provided to the International Office and the Master Executive Council President. Such notice shall include the agenda for the meeting. Agenda items may be submitted to the Local Executive Council for Local Council consideration by any member in good standing for inclusion in the published agenda. Such items shall be in writing. Any agenda item may be introduced by a member at a regular Council meeting subject to Paragraph 2.b. of this Section.
- b. Notice of regular Local Council meetings called to consider nomination of Officers, as provided in Article VIII.C. and recall of Officers as provided in Article IX.C., shall be in receipt of the members not less than fifteen (15) days prior to the date of such meeting.
- c. Notice of all special Local Council meetings shall be given as in Subparagraph a. above, except that in an emergency a special meeting may be called verbally or on less than twenty-four (24) hours notice. All notices shall include the business to be brought before such meetings, and no business other than that specified shall be transacted.

### 5. Attendance and Quorum

- a. At regular or special meetings of a Local Council, the active members in good standing who remain in attendance shall constitute a quorum for the transaction of business, except that any special meeting called verbally or on less than twenty-four (24) hours notice, a quorum shall consist of twenty percent (20%) of the active members of that Council.
- b. All Local Council and Local Executive Council meetings are open to all active members of the Union and invited guests, provided, however, that the Local Council or Local Executive Council may declare any session to be a closed session and exclude any or all persons who are not duly accredited members of the Local Council or the Local Executive Council.

### 6. Voting

At all meetings of a Local Council, all questions coming before such Council shall be decided by a majority vote of the Local Council members in attendance and each active Local Council member in good standing shall have one (1) vote.

### 7. Proxies

Proxies for a Local Council meeting may be issued only for good and sufficient cause. Such proxy must be in writing, from an active member in good standing, and for a specific subject listed on the published agenda. Stated on the proxy must be the name of the person issuing the proxy, the person to whom issued, and the subject covered by the proxy, provided that proxies may not be used in any vote by secret ballot, and that proxy holders be limited to **one (1) proxy. (Board 2015)**

### 8. Meeting Records and Minutes

Minutes and record of attendance shall be kept of all meetings, both regular and special; a copy of such minutes and attendance records shall be sent to the International Office within thirty (30) days and such distribution made as the Local Executive Council directs. The International Office may be called upon for secretarial assistance.

#### 9. Petitions

- a. Any member who wishes to circulate a petition must first contact the office of the International Secretary-Treasurer to record the statement of the petition. Any petition that is circulated among members of a Local Council must be clearly marked with a single intended purpose. The petition bearer shall have **sixty (60)** days from the date the petition is recorded to submit the final petition to the International Secretary-Treasurer. **(Board 2015)**
- b. Each page of any petition submitted for consideration must be original and contain the recorded statement of the petition, a printed name, an original signature, the flight attendant's airline and employee number. The petition will only be accepted by the Union in one delivery, which must include all signatures to be considered. The International Secretary-Treasurer will accept no additional signatures nor delete any signatures after delivery of the petition.
- c. All signatures on the petition will be verified by the AFA-CWA Membership Services Department. The printed names and/or employee numbers are used to identify members of the Local Council who signed the petition. AFA-CWA Membership Services Department compares the signatures on the petition to the information on file. Any signatures that cannot be verified by AFA-CWA Membership Services Department will be rejected. The petition will be considered authenticated when the verification process is complete.
- d. Disregard for the above requirements in the circulation of a petition will subject the petition to review and removal by the International Secretary-Treasurer.
- e. An authenticated petition may be viewed by any member by appointment with the International Secretary-Treasurer, but the petition will not be surrendered.
- f. **If any additional petition with a similar subject is to be recorded within the term of office, the petitioner must provide a written statement to the International Secretary-Treasurer that identifies specific reasons for the request. Prior to recording the additional petition, the Secretary-Treasurer will poll the Executive Board for a final and binding decision to be made within thirty (30) days of receipt of the written report. With Executive Board approval, a second petition may be recorded. (Board 2015)**

#### E. Local Executive Councils

##### 1. Jurisdiction and Duties of Local Executive Council

The Local Executive Council is charged with and responsible for the proper management of the affairs and business of the Local Council of which it is a part. All Local Executive Council business shall be conducted in duly called, regularly convened meetings. Said Council may adopt such rules of procedure for the management of its affairs as it may deem proper, and which are consistent with the Constitution and Bylaws.

##### 2. Local Council Committees

The Local Executive Council shall establish such Committees and appoint Committee Chairpersons as may be necessary for proper conduct of Local Council business consistent with Union and Local Council policy.

##### 3. Local Executive Council Meetings

###### a. General

- (1) Regular meetings of the Local Executive Council shall be called at least once each month by the President when practicable.
- (2) Special meetings of the Local Executive Council may be called by the President at any time, and shall be called by the President upon the written request of one

(1) Local Council Officer, the Master Executive Council, or the International President of the Union.

- (3) Any Local Executive Council meeting where the Local Council President is present or designates another member of the Local Executive Council as Acting President and the majority of Local Executive Council members are present shall be considered a regular meeting and any or all business may be transacted.

b. Notice of Meetings

Notice of all regular or special Local Executive Council meetings shall be given in accordance with Section D.4. of this Article.

c. Quorum and Attendance

At all meetings of a Local Executive Council, a majority of the Local Executive Council Officers who remain in attendance shall constitute a quorum for the transaction of business.

d. Decision Making

At all meetings of a Local Executive Council where a consensus cannot be reached, the Local Council President, or per 3.a.(3) above, the designated Acting President, shall make the final decision.

e. Meeting Records and Minutes

Minutes and a record of attendance shall be kept of all meetings, both regular and special, and a copy of such minutes and attendance records shall be retained by the Secretary of the Local Council. Every effort shall be made by the Local Council Secretary to forward all notices and minutes of meetings to the International Office in a timely manner.

4. Bonding

A Local Council, in its judgement, or the International President, may cause its President or whoever may be entrusted with Local Council funds to be bonded. The President, in any event, shall be held accountable for such funds.

5. Compensation and Expenses

There shall be no salary in connection with any office of a Local Council. Ordinary Local Council operating expenses shall be paid by the Union.

**ARTICLE IV**  
**INTERNATIONAL OFFICERS**

**A. Officers**

The Officers of the Union shall be the International President, International Vice President and International Secretary-Treasurer.

**B. Eligibility**

Active and executive active members who have been active or executive active members in continuous good standing for at least two (2) years immediately preceding nomination shall be eligible to hold the offices of International President, International Vice President, and International Secretary-Treasurer; provided that active and executive active members who have been furloughed at any time during the two (2) years immediately preceding nomination shall be eligible if in continuous good standing as active or executive active members immediately prior to and after furlough for a total of at least two (2) years immediately preceding nomination with the only break in such continuous good standing caused by the furlough; provided further that an active or executive active member on an airline where the Union has been the bargaining representative for less than twenty-six (26) months shall be eligible if s/he has at least two (2) years seniority on the airline and has been in continuous good standing as an active or executive active member since sixty (60) days after the Union became bargaining representative. Any person holding International Office shall thereafter be eligible to hold any elective office in the Union by election or reelection.

**C. The International President**

1. Jurisdiction and Duties

- a. The President shall be the Chief Executive and Administrative Head of the Union. The President shall supervise the affairs and functions of the Union, and shall coordinate its activities. The President shall be responsible for and supervise the managerial functions within the Union. The President shall consult with and be assisted by the Vice President and the Secretary-Treasurer in furthering the objectives and policies of the Board of Directors and the Executive Board. The President shall have such other assistants as s/he may deem necessary.
- b. The President shall determine and implement the organizational structure of the International Office in accordance with the declared policies of the Board of Directors and Executive Board. The President and Secretary-Treasurer shall jointly appoint a properly qualified employee of the Union to see to the administration of the fiscal affairs and records of the Union and perform such other duties as are assigned by the President or the Secretary-Treasurer.
- c. The President is charged with carrying out the policies of the Board of Directors and the Executive Board. The President shall, unless otherwise provided in this Constitution and Bylaws, serve as Chairperson of the Board of Directors and the Executive Board.
- d. The President shall call regular meetings of the Board of Directors and Executive Board as required by this Constitution and may call special meetings at any time.
- e. The President shall be the official spokesperson for the Union in all its external relations and may authorize counsel or other agents of the Union to speak for the Union in her/his place and stead. When such external communications have direct bearing on a carrier the President will notify that carrier's Master Executive Council President before speaking on its behalf.
- f. The President may appoint Assistants to the President when necessary. Such appointment shall be approved by the Executive Board in session or by electronic or mail ballot. If a mail ballot is circulated, the ballot will be mailed within thirty (30) days of said appointment.

- g. The President may ballot the Board of Directors or the Executive Board for any cause the President deems necessary. Should flight security problems of an international, regional or operational character require, or for any other reason in which only a portion of the membership is concerned, the President may ballot the Master Executive Council involved. Should these flight security problems be of such a serious nature that the President may desire to call a withdrawal of service of all carriers, the President shall be so authorized after conducting a ballot of the Executive Board.
- h. The President shall be required to ballot the Board of Directors as provided in Part I.A. of the Strike Benefit and Assessment Policy.
- i. The President may establish, charge and appoint committees for services as needed in the furtherance of Union projects. Such committees shall be known as Presidential Committees and shall report directly to the President. Interim reports of committee progress shall be periodically provided to the Executive Board. The President may terminate Presidential Committees at any time.
- j. Additionally, the President shall perform any duties mentioned elsewhere in the Constitution and Bylaws.

#### **D. International Vice President**

##### **1. Jurisdiction and Duties**

- a. The Vice President shall function under the jurisdiction of the President in carrying out the policies of the Board of Directors and the Executive Board.
- b. The Vice President shall remain current on all Union activities.
- c. The Vice President shall assist the President by performing such duties that may be specifically assigned to the Vice President by the President.
- g. In consultation with the International President, the Vice President shall be responsible for the oversight and administration of all of AFA-CWA's leadership development and training programs.
- e. The Vice President shall perform the duties of the President in the President's absence.
- f. The Vice President shall be available to the Master Executive Council and Local Council Officers of the Union for consultation.

#### **E. International Secretary-Treasurer**

##### **1. Jurisdiction and Duties**

- a. The Secretary-Treasurer shall be directly responsible to the International President and shall be held accountable to the Executive Board and shall be charged with the keeping of the general records and correspondence of the Union. The Secretary-Treasurer shall be responsible for keeping the minutes of the meetings of the Executive Board and Board of Directors. The Secretary-Treasurer shall be custodian of the Union records and its seal and shall affix the latter when required. The Secretary-Treasurer shall be responsible for keeping the Union membership records up to date at all times and for showing thereon all pertinent information concerning membership.
- b. The Secretary-Treasurer shall exhibit at all reasonable times these general records to any Officer, member of the Board of Directors or active member in good standing of the Union upon application at the International Office during business hours. All membership cards shall bear the signature of the Secretary-Treasurer.
- c. The duties of the Secretary-Treasurer shall include the general financial administration of the Union and affiliated financial matters. The Secretary-Treasurer shall be charged with the efficient administration of financial and fiscal policies as set forth.

- d. The Secretary-Treasurer shall cause a thorough certified financial audit of the books of account each year to be prepared by a firm of Certified Public Accountants and shall cause the audit report and the recommendations of the auditors to be presented to the Executive Board and the Board of Directors.
- e. The Secretary-Treasurer shall cause an accounting system to be maintained that conforms with modern accounting practices.
- f. The Secretary-Treasurer shall submit a quarterly financial report, that includes actual income and expenses, to the members through their respective Local Executive Councils. The Secretary-Treasurer shall provide Master Executive Council members with a quarterly statement of Master Executive Council and Master Executive Council President expenses incurred by all airlines.
- g. The Secretary-Treasurer shall prepare a budget that is in line with modern budgetary practice and shall list the previous year's actual expenditures, revenues, and the probable expenditures for the next fiscal year with suitable provision for contingencies. The Secretary-Treasurer shall present this budget to the Board of Directors for review and approval prior to its implementation. The Secretary-Treasurer shall cause adequate reserves to be built up and maintained at a satisfactory level through careful business management to the best of that person's ability. These reserves may be kept in the form of interest bearing securities, stocks, and bonds, as allowed by law in such cases. The Secretary-Treasurer shall have the care and custody of, and be responsible for, all of the funds and securities of the Union. The Secretary-Treasurer shall exhibit at all reasonable times that person's books and accounts to any Officer, member of the Board of Directors or active member in good standing of the Union upon application at the International Office during business hours.
- h. The President and the Secretary-Treasurer shall jointly appoint a properly qualified employee of the Union to see to the administration of the fiscal affairs and records of the Union and perform such other duties as are assigned by the President or the Secretary-Treasurer.
- i. The Secretary-Treasurer shall perform such other functions as are assigned from time to time by the President or the Executive Board and such other duties required elsewhere in the Constitution and Bylaws.
- j. The Secretary-Treasurer shall send to each Local Council President and Master Executive Council President an estimated monthly allocation, following the Board of Directors meeting, but prior to the new fiscal year.

**F. Term of Office**

1. The regular term of office for the Officers of the Union shall be four (4) years, and shall commence the first (1st) day of June following election, except that in 2011, the term of office shall commence on January 1, 2011 and terminate on May 31, 2014.
2. The term of office of the President, if elected as a result of a vacancy, shall be for the balance of the unexpired term and shall commence immediately upon election.
3. The term of office of the Vice President, if elected as a result of a vacancy in the office for any reason, shall be for the balance of the unexpired term and shall commence immediately upon election.
4. The term of office of the Secretary-Treasurer, if elected as a result of a vacancy in the office for any reason, shall be for the balance of the unexpired term and shall commence immediately upon election.

## **G. Vacancy in Office**

### **1. The International President**

When a vacancy in the office of the President occurs, such vacancy shall be filled by the Vice President for the remainder of the term or until an election to fill the position produces a successful candidate. If the vacancy occurs more than two hundred and seventy (270) days, or less than thirty (30) days prior to the next Board of Directors meeting, the Acting International President will call for a Special Meeting of the Board of Directors for the purpose of conducting an election to fill the position no later than sixty (60) days after the opening has arisen. The less-than-thirty (30) day provision will not apply if the next Board of Directors meeting is the regularly scheduled Election Board. If the vacancy occurs less than two hundred seventy (270) days, but more than thirty (30) days, prior to the next scheduled Board of Directors meeting, the Acting International President will call for the election for the position of International President to take place at that meeting. The Vice President's vacancy will not be determined until this process is completed.

### **2. The International Vice President**

When a vacancy in the office of Vice President occurs for any reason, within thirty (30) days from the date the vacancy occurs, the President will appoint an active member to serve in said office. An electronic or mail ballot will be sent to the Board of Directors to confirm the appointee within thirty (30) days. Pending said Board of Directors' ratification, the appointee or that person's successor shall continue to serve as Acting Vice President.

### **3. The International Secretary-Treasurer**

When a vacancy in the office of Secretary-Treasurer occurs, within thirty (30) days from the date the vacancy occurs, the President will appoint an active member to serve in said office. An electronic or mail ballot will be sent to the Board of Directors to confirm the appointee within thirty (30) days. Pending said Board of Directors' ratification, the appointee or that person's successor shall continue to serve as Acting Secretary-Treasurer.

### **4. International President and International Vice President**

In the event there is a vacancy in the offices of President and Vice President, the Secretary-Treasurer shall function as Acting President and immediately cause a special Board of Directors meeting to be called for the purpose of electing said Officers.

### **5. In the event that all three offices become vacant, the Master Executive Council President of the largest airline membership shall immediately cause a special Board of Directors meeting to be called for the purpose of electing said Officers.**

## **H. Compensation for International Officers**

The compensation of the Officers shall be established by the Board of Directors while in session. The compensation may be adjusted, supplemented by retirement, annuity payments or other monetary benefits approved by the Board of Directors in session.

## **I. Bonding**

The International Officers shall be bonded for an amount determined by the Executive Board.

**ARTICLE V**  
**BOARD OF DIRECTORS**

**A. Organization**

The Board of Directors shall consist of the Presidents of all Local Councils, except as otherwise provided in the Constitution and Bylaws. The International President, Vice President, and Secretary-Treasurer of the Union and the Master Executive Council Presidents, Vice Presidents and Secretary-Treasurers, if not also Local Council Presidents, shall be ex-officio members of the Board of Directors.

**B. Jurisdiction and Duties**

The Board of Directors is the highest governing body of the Union. Its decisions, whether rendered by ballot or in session, shall be the final governing decision of the Union and shall be binding on the Executive Board, the Officers and the members, both active and inactive. The Board of Directors, at its regular annual meeting, shall review, address and take action on an annual international program presented by the International President to reaffirm and/or establish priorities and strategies for the upcoming year.

The Board of Directors shall have the authority to:

1. Control the Union, its general management and business affairs.
  2. Establish policies to be followed by the Union and its members.
  3. Interpret and amend this Constitution and Bylaws. In the event of any dispute arising out of the meaning or intent of these Bylaws, the Board of Directors shall have the power to interpret the Constitution and Bylaws and such interpretation shall govern the Union in the conduct of its business and affairs.
  4. Do all things necessary for the proper disposition of any matter that may come before it for consideration.
  5. Nominate and/or elect Officers when required.
  6. Carry out the duties specifically mentioned elsewhere in the Constitution and Bylaws.
- C.** The International Secretary-Treasurer shall ballot the Board of Directors on any issue when petitioned by fifteen percent (15%) of the Board of Directors.

**D. Regular and Special Meetings**

1. A regular meeting of the Board of Directors shall be held once every year. The date shall be between 01 February and 15 May. The regular annual Board of Directors meeting shall be held at the location designated by the Board of Directors. Reasonable and adequate hotel accommodations, in the form of single rooms, will be provided, unless otherwise specified. If price, availability, location and amenities are comparable, preferred lodging is at a union hotel. Special consideration shall be given to those hotels that provide rooms with windows that open and food availability 24 hours a day located within the hotel, such as room service or lounge menu availability.
2. Notice of annual Board of Directors meetings shall be sent by USPS First Class Mail to each member of the Board of Directors at least thirty (30) days prior to the beginning date of said annual meeting.
3. Subject to Paragraph 4 below and Article VIII.A., the order of business at annual Board of Directors meetings normally shall be:
  - a. Call to order by Chairperson
  - b. Roll Call of Delegates
  - c. Announcement of unrepresented Local Councils
  - d. Communications
  - e. Report of International Officers
  - f. Nomination and Election of International Officers, if required

- g. Ratification of Agenda Committee Assignments
  - h. Committee Reports
  - i. Unfinished Business
  - j. New Business and Special Events
  - k. Good and Welfare
  - l. Adjournment
4. The Board of Directors may change the order of business by majority vote whenever it deems necessary.
  5. a. Special meetings of the Board of Directors may be called at any time by the Executive Board or the International President.
  - b. Whenever thirty percent (30%) of the active membership petitions the International Secretary-Treasurer of the Union requesting that the Board of Directors be called into session, the International Secretary-Treasurer shall, within seven (7) days, ballot the active membership on the question of whether or not the Board of Directors shall be called into session. Said ballot shall state the issue or issues upon which the petitioners desire the Board of Directors to act, and shall state a reasonable count date for the ballot. If a majority of the active members vote in favor of calling the Board of Directors into session, the International Secretary-Treasurer shall, within seven (7) days from said count date, mail notice of such meeting to all members of the Board of Directors by certified mail, return receipt requested, fixing the date for convening such meeting, which date shall not be less than seven (7) days nor more than fourteen (14) days from the date of mailing such notices.
  - c. The Board of Directors in a special meeting may adopt any order of business it deems necessary, provided that any deviation from the announced agenda for special meetings will require a two-thirds (2/3) majority vote of the Board of Directors.

#### **E. Agenda Submission Procedure**

1. At all regular annual meetings of the Board of Directors, the following procedure shall apply with respect to submission of agenda items:
  - a. All agenda items must be reduced to writing and shall include an explanation of the action proposed.
  - b. Such items shall be approved by either the Local Council, Master Executive Council, Executive Board, Standing Committees or International President.
  - c. All submissions must be received by or bear a postmark date not later than sixty (60) days prior to the first day of the Board meeting.
  - d. No later than thirty (30) days prior to the Board meeting, the International Secretary-Treasurer shall transmit to the members of the Board of Directors the items which have been thus duly placed on the agenda, and at that time furnish the members of the Board of Directors their individual committee assignments, and each committee's known agenda items.
  - e. Agenda items shall be published as submitted. No additions, deletions or editing may be made without the permission of the sponsor.
  - f. Late agenda items may be submitted by a delegate, Master Executive Council or the Executive Board during the first two (2) days of the Board meeting. The International President may submit an agenda item at any time. Acceptance of late agenda items shall be approved by a two-thirds (2/3) majority vote of the Board of Directors.
  - g. All agenda items which may involve expenditures shall be expensed by the Budget Committee or the General Manager before they are reported out of Agenda Committee.
2. When an agenda item has been properly submitted as provided above, a Master Executive Council may at any time up through the first two (2) days of the Board

meeting, in writing, endorse any such item. By thus endorsing the item, the Master Executive Council shall hereby become cosponsor of the agenda item.

3. Endorsement of any item may be withdrawn, provided, however, withdrawal of any item from the agenda may be accomplished only by concurrence of all sponsors.

#### **F. Attendance and Quorum**

1. At all meetings of the Board of Directors, each Local Council shall be represented by its President, except as provided in Section H. of this Article.
2. All meetings of the Board of Directors are open to all active members of the Union and invited guests; provided, however, that the Board of Directors may declare any session to be a closed session and exclude any or all persons who are not duly accredited members of the Board of Directors.
3. At any meeting of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business.

#### **G. Voting**

1. Decisions on all questions, including the election of Officers, brought before the Board of Directors shall be determined by a majority vote unless otherwise specifically stipulated in the Constitution and Bylaws. All voting shall be viva voce, except that a standing vote or roll call shall be taken at the request of any member of the Board of Directors.
2. Each member of the Board of Directors shall have one (1) vote for each active member in good standing whom that member represents; however, votes shall be tabulated in this manner only when voting by roll call.
3. The cutoff date for determination of roll call votes will fall within the same calendar month as the actual Board of Directors meeting.
4. An International Officer of the Union shall not vote at meetings of the Board of Directors unless that officer is also an elected member of the Board of Directors. The Chairperson of the meeting may, however, vote to break a tie.

#### **H. Representation at Board of Directors Meetings**

If a Local Council President is unable to attend for any reason, the Vice President shall attend. If neither the Local Council President nor Vice President is able to attend, the Secretary shall attend. If none of the foregoing is able to attend, the Local Council President shall designate, in writing, another elected delegate, being a member of the Board of Directors from that member's airline, to attend and act as that member's representative. In the event that no such other elected delegate, being a member of the Board of Directors, from that member's airline, is available to act as that member's representative, that member may designate, in writing, any other elected delegate, being a member of the Board of Directors, to attend and act as that member's representative who would then have all the rights and privileges of the original representative. No Council shall have more than one (1) elected delegate as a member of the Board of Directors. Where all members on an airline are furloughed, the last Master Executive Council President or designee on the airline may attend Board of Directors meetings held within one (1) year of the total furlough as an observer with floor speaking privileges, but not as a delegate or voting member.

#### **I. Proxies**

If for any reason a member of the Board of Directors can show cause why that member is unable to remain at a meeting of the Board of Directors, that member may designate, in writing, any other member of the Board of Directors, or another officer of the Local Executive Council, in attendance, to act as that member's proxy, with all the rights and privileges of the original representative. A proxy may not be transferred when a proxy holder finds it necessary to depart a meeting. Should the original representative return to the meeting, s/he resumes all of the rights and privileges and the transference of the proxy becomes null and void.

**J. Committees-Board of Directors Meetings (Annual)**

1. Committees at annual Board of Directors meetings shall, in the first instance, be established as to their function and membership by the Officers of the Union according to Union policy.
  - a. Credentials Committee
    - (1) The Credentials Committee shall consist of the Presidents of the Local Councils in the area of the Board of Directors meeting.
    - (2) The Credentials Committee shall certify the credentials of members of the Board of Directors, their designated representatives and proxies.
  - b. Steering Committee
    - (1) The Steering Committee shall consist of the same number of delegates and/or ex-officio members of the Board of Directors as there are Agenda Committees, plus one coordinator.
    - (2) The Steering Committee shall facilitate the flow of agenda items and ensure Agenda Committee recommendations contain a clear statement of intent to confirm, amend or revoke present Union policy prior to scheduling action by the Board in session.
  - c. Agenda Committees
    - (1) The business of the Board of Directors is conducted by use of agenda items. Items are assigned to Agenda Committees for review and acted on by the Board when the Committee reports its recommendation in session.
    - (2) Not later than thirty (30) days prior to Board meetings, the Officers of the Union shall determine the number of Committees required, and assign delegates to Agenda Committees using a rotational system according to airline and council order, except that the Budget Committee shall be selected in accordance with Article V.J.I.d. Ex-officio members of the Board of Directors may be assigned to Agenda Committees to facilitate the business of the meeting.
    - (3) Not later than thirty (30) days prior to Board meetings, the Officers of the Union shall assign agenda items to Committees and furnish to the members of the Board their individual Committee assignments and each Committee's known agenda items.
  - d. Budget Committee
    - (1) The Budget Committee shall consist of nine (9) members. Five (5) of the members shall be the five (5) members of the Finance Committee and the other four (4) members shall be selected in the following manner:
      - (a) No later than ninety (90) days prior to the Board of Directors meeting, the International Secretary-Treasurer of the Union will notify all delegates to the Board of Directors of the four (4) vacancies on the Budget Committee. Delegates willing to serve on the Budget Committee shall submit their names to the International Secretary-Treasurer of the Union sixty (60) days prior to the Board of Directors meeting.
      - (b) From the list of those submitting their names, the International Officers will select the four (4) members to serve on the Budget Committee.
    - (2) The nine (9) members shall review information from the International Officers and the appropriate International Office financial staff thirty (30) days prior to the Board of Directors meeting in order to get a clear understanding of the financial status, to determine a direction of the budget, and to review the proposed financial agenda items.
    - (3) The Budget Committee shall meet with the International Secretary-Treasurer and financial advisor one (1) day prior to the convening of the Board of Directors meeting.
  - e. A duly accredited member of the Board of Directors may serve on any committee.

- f. The Officers of the Union shall designate a temporary chairperson for each committee. Immediately upon the meeting of each committee, the temporary chairperson shall conduct an election of a permanent chairperson of the respective committee.
- g. The membership of all committees assigned by the Officers at regular annual Board of Directors meetings shall be subject to ratification by the Board of Directors.

**K. Committees of the Board of Directors**

- 1. The Board of Directors may establish committees as deemed necessary. It shall charge the committee, specify the number of members and method of appointment and recall. All committees established by the Board of Directors shall be assigned one of the following categories.
  - a. Continuing

Unless otherwise specified by the Board of Directors, a continuing committee shall not have a time limitation on its life. Such committee shall be responsible to the Officers, who may require reports upon thirty (30) days notice. A continuing committee shall submit written reports to the Board of Directors. It shall submit interim reports to the Executive Board, if requested by the Officers. It shall submit interim reports to the Board of Directors and Executive Board within thirty (30) days following any meeting of such committee.
  - b. Study

Unless otherwise specified by the Board of Directors, the life of a study committee shall automatically terminate upon conclusion of its report to the Board of Directors in regular session. It shall submit interim reports to the Executive Board, if requested by the Officers.
  - c. Special

A special committee may be created and shall terminate upon conclusion of its charge or at the next regular annual Board of Directors meeting unless otherwise specified by the Board of Directors. It shall submit reports, either written or oral, to the Board of Directors, or the Executive Board, if requested by the Officers.
  - d. International Officer Elections - Election Committee
    - (1) The Election Committee is a special committee of the Board of Directors created when there is an International Officer Election and shall terminate upon the conclusion of its charge, unless otherwise specified by the Board of Directors. Members and the size of this committee are determined by the International Officers. The committee may include ex-officio delegates of the Board, or members of Staff, but shall not include any candidates for the elections being conducted.
    - (2) Role of the Election Committee:
      - (a) The primary role of the Committee will be to conduct an International Officer election and make sure the election complies with the Labor-Management Reporting and Disclosure Act (LMRDA) and the AFA-CWA Constitution & Bylaws.
      - (b) The committee shall verify the membership status of those individuals who wish to declare their candidacy for office.
      - (c) The Election Committee Chairperson will officiate the election. Members of the Committee will be responsible for the processing of the voters through the election tables, collecting the ballots, and in coordination with the Ballot Certification Committee, tally and Certify ballots.
      - (d) The Committee, in coordination with the Ballot Certification Committee, will process and review all challenges and complaints.

2. Meetings of Committees of the Board of Directors may be held by telephone and other electronic means provided all members participating can hear and speak with each other simultaneously. Teleconference meetings are not subject to requirements to be open to all active members. However meeting records and minutes shall be maintained and distributed to the Board of Directors and the Executive Board, with a copy available to the active membership at the International Office.

#### **L. General**

1. The Officers shall determine which committees will attend annual Board of Directors meetings for the purpose of making reports and processing agenda items.
2. Unless otherwise specified by the Board of Directors, members of all committees established by the Board of Directors shall be appointed by the Officers, who shall be responsible for securing interim reports, as deemed necessary, monitoring committee progress, and for removing or replacing members.
3. The chairperson of each committee shall be selected by the committee.
4. The names and addresses of the chairperson and members of all Board of Directors committees shall be published.
5. Not later than thirty (30) days prior to the regular annual Board of Directors meeting, the International Office shall transmit to each member of the Board of Directors, the Executive Board and Officers, reports from committees directed to report to the Board of Directors.

#### **M. Meeting Records and Minutes**

1. The actions taken at each meeting of the Board of Directors shall be compiled and issued to all members of the Board of Directors, the Executive Board and the Officers within forty-five (45) days of such meeting.
2. A copy of the transcript of each meeting of the Board of Directors shall be available to the active membership at the International Office.
3. All advanced and late agenda items and resolutions presented at the Board of Directors meeting, as well as the final versions at the time of the vote, shall be posted on the AFA-CWA International Office website in a timely manner for viewing by all members. Additionally, this website shall identify if the item passed or failed by a voice vote, division of the house, or roll call vote. If the vote was by roll call, then the delegates and councils shall be named and how they voted shall be displayed.

#### **N. Effective Date of Measures Enacted by the Board of Directors**

Measures enacted by the Board of Directors in its regular annual meeting shall become effective on the 1<sup>st</sup> day of June following the adjournment of the meeting except in a case where the agenda item's language specifically states another effective date for that particular measure, or when existing language in the Constitution and Bylaws otherwise prevails.

**ARTICLE VI**  
**EXECUTIVE BOARD**

**A. Organization**

1. The Executive Board shall be composed of the Presidents of each Master Executive Council.
2. The International Officers of the Union shall be ex-officio members of the Executive Board.

**B. Jurisdiction and Duties**

1. The Executive Board shall have the power and authority to:
  - a. Control the Union's general management and business affairs, subject to the provisions of the Constitution and Bylaws and Board of Directors.
  - b. Maintain continuity in the management of the Union.
  - c. Act in the capacity of owner's representatives and general trusteeship of the Union's business and funds.
  - d. Establish policy as necessary in furthering the objectives and policy announced by the Board of Directors.
  - e. Provide guidance to the International Officers in the furtherance of Board of Directors' objectives contained both in policy and in the Constitution and Bylaws.
  - f. Interpret the Constitution and Bylaws.
  - g. Receive interim reports from the International Officers and committees authorized by the Board of Directors, and may implement such recommendations that do not require Constitution and Bylaws changes.
  - h. Appoint committees, as necessary, for the proper conduct of Union business.
  - i. Create new councils when deemed necessary.
  - j. Call the Board of Directors into special session.
  - k. Ballot the Board of Directors on any matter, except changes in the Constitution and Bylaws:
    - (1) Carry out the duties specifically mentioned elsewhere in the Constitution and Bylaws.
    - (2) The Executive Board shall not have the power to:
      - (a) Change the Constitution and Bylaws.
      - (b) Change the dues structure.
      - (c) Levy assessments.
  - l. Determine at its annual meeting whether to include a program of workshops and/or addresses on subjects pertinent to the Union as part of the annual Board of Directors meeting.

**C. Meetings**

1. A regular meeting of the Executive Board shall be held annually between August 1 and October 1. The place and date of the meeting may be determined by the Board of Directors in session or by mail ballot sent to the Executive Board members by the International President. The Executive Board will meet by teleconference in quarters when a regular meeting of the Executive Board is not scheduled.
2. Notice of all regular Executive Board meetings and teleconference meetings shall be sent by email to each member of the Executive Board, with copies emailed to the Board of Directors, at least thirty (30) days prior to the beginning date of said meeting by the International President. Such notice shall list the time, place and known agenda for that meeting.

3. The order of business at each meeting shall be:
  - a. Call to order by Chairperson
  - b. Roll call of members
  - c. Announcement of unrepresented Master Executive Councils
  - d. Communications
  - e. Reports of International Officers
  - f. Ratification of agenda committee assignments
  - g. Committee reports
  - h. Unfinished business
  - i. New business
  - j. Adjournment.
4. The Executive Board may change the order of business by a majority vote.
5. Agenda
  - a. As a minimum, the agenda for each regular meeting of the Executive Board shall consist of, but not be limited to, a written report from the International Officers. In addition, the agenda may include interim reports from committees of the Board of Directors and Executive Board.
  - b. Agenda items may be submitted by International Officers of the Union and members of the Executive Board. Any item to become a part of the agenda for a regular Executive Board meeting must be submitted in writing and shall become part of the published notice of meeting if in receipt of the International Secretary-Treasurer of the Union prior to issuance of such notice.
  - c. Any agenda item received after the deadline date shall be treated as a late agenda item. Late agenda items may be submitted during the first day and for one (1) hour after the meeting commences on the second day by any member of the Executive Board. The International Officers of the Union may submit agenda items at any time. Late agenda items shall be subject to approval by a two-thirds (2/3) vote of the Executive Board.
6. Special Meeting
  - a. Any member of the Executive Board may petition the International President to ballot the Executive Board by an electronic or mail ballot for the purpose of calling a special meeting, indicating the item or items that member desires to place on the agenda. The International President shall within seven (7) days ballot the Executive Board on whether or not a special meeting shall be called. A special meeting shall be called if a majority of the Executive Board members agree. Any call for a special meeting shall include time, place and agenda and shall be in receipt of each member of the Executive Board not less than five (5) days prior to such meeting.
  - b. Special teleconference calls of the Executive Board may be called by the International President or by a majority of the Executive Board. Any teleconference call other than the regularly scheduled teleconference calls will be considered a special teleconference call. The provisions of Article VI.C.6.a. shall apply.
7. Attendance and Quorum
  - a. All meetings of the Executive Board are open to all active members of the Union and invited guests; provided, however, that the Executive Board may declare any session to be a closed session and exclude any or all persons who are not duly accredited members of the Executive Board.
  - b. At any meeting of the Executive Board, each Master Executive Council shall be represented by its Master Executive Council President or the President's duly appointed representative.

- c. A majority of the members of the Executive Board shall constitute a quorum for the transaction of all business. When a quorum is not present, a lesser number of the Executive Board members in attendance shall adjourn the meeting to a future time.

8. Voting

- a. Decisions on all questions brought before the Executive Board shall be determined by a majority vote unless otherwise specified in the Constitution and Bylaws. Each member of the Executive Board shall have one (1) vote.
- b. The International Officers of the Union shall not vote at meetings of the Executive Board unless they are also elected members thereof.

9. Representation at Executive Board Meetings

If a member of the Executive Board is unable to attend any meeting of that body, the member shall designate, in writing, that member's Master Executive Council Vice President to attend in that member's stead, who will then have all the rights and privileges of the original representative. In the event that member's Master Executive Council Vice President is unable to attend, the Master Executive Council President shall designate, in writing, any other member of the member's Master Executive Council in that member's stead, who will then have all the rights and privileges of the original representative. In the event that no such other elected member of that member's Master Executive Council is able to attend, that member may designate, in writing, any other active member in good standing of that airline to attend and act as that member's representative, who would then have all the rights and privileges of the original representative. If a member of the Executive Board is unable to designate, in writing, any member as listed above from that member's airline, such Executive Board member shall designate in writing, any other member of the AFA-CWA Executive Board to act as that member's representative, who would then have all the rights and privileges of the original representative.

Where all members on an airline are furloughed, the last Master Executive Council President or designee on the airline may attend Executive Board meetings held within one (1) year of the total furlough as an observer with floor speaking privileges, but not as a delegate or voting member.

10. Proxies

If for any reason a member of the Executive Board can show cause why that member is unable to remain at a meeting of the Executive Board, that member may designate, in writing, any other member of the Executive Board, in attendance, to act as that member's proxy, with all the rights and privileges of the original representative. A proxy may not be transferred when a proxy holder finds it necessary to depart a meeting. Should the original representative return to the meeting, s/he resumes all the rights and privileges and the transference of the proxy becomes null and void.

11. Meeting Records

- a. The minutes and actions taken at each meeting and conference call of the Executive Board shall be compiled and issued to all members of the Board of Directors and the Executive Board within thirty (30) days of their approval.
- b. A copy of the transcript of each in-person meeting of the Executive Board shall be available to the active membership at the International Office.
- c. All Executive Board teleconference calls must be recorded and made available at the International Office to any active member. The cost of recording(s) will be borne by the International Office. The minutes and compilation of actions constitute the official record of conference calls.

12. Credentials Committee

- a. The Credentials Committee shall consist of not less than three (3) members of the Executive Board appointed by the International Officers of the Union.

- b. The Credentials Committee shall certify the credentials of members of the Executive Board, their designated representatives and proxies.

13. Teleconference Meetings

Meetings of the Executive Board and its committees may be held by telephone and other electronic means provided all members participating can hear and speak with each other simultaneously. Teleconference meetings are not subject to requirements to be open to all active members. However, meeting records shall be maintained and distributed in accordance with Article VI.C.11.

**D. Committees of the Executive Board**

1. The Executive Board may establish committees as necessary for discharge of its duties to the Union. It shall charge such committees, specify the number of members and determine the life of the committee.
2. Unless otherwise specified by the Executive Board, members of Executive Board committees shall be appointed by the International Officers of the Union, who shall be responsible for securing interim reports as deemed necessary, monitoring committee progress and for removing and replacing members.
3. The Organizing Committee shall be a standing committee of the Executive Board.
  - a. This Committee shall be comprised of four (4) Master Executive Council Presidents elected by the Executive Board and one (1) alternate to be appointed by the International President. One committee member will be elected from each of the following groups:
    - (1) One member from the carriers of under 500 members.
    - (2) Two members from the carriers of over 500 and under 3000 members.
    - (3) One member from the carriers of over 3000 members.
  - b. This Committee shall establish and maintain a training program which focuses on organizing and a minimum of two (2) people from each airline shall be trained.
  - c. This committee is charged with formulating definite policy in conjunction with the Executive Board, Board of Directors, and International Officers to deal with organizing activities.
  - d. This Committee shall report to the Executive Board and Board of Directors in session and file interim reports as necessary.
  - e. The Chairperson of this Committee shall be a flight attendant, if a qualified flight attendant is available.

**ARTICLE VII**  
**AIRLINE MASTER EXECUTIVE COUNCILS**

**A. Organization**

1. On an airline having one (1) Council, the Local Executive Council shall be the Master Executive Council of the airline.
2. On an airline having two (2) or more Local Councils which elects its Master Executive Council Officers pursuant to Article VIII.B.2., all of the Local Council Presidents shall be members of the Master Executive Council.

**B. Jurisdiction and Duties**

1. A Master Executive Council shall be the chief governing body for the membership on that airline, and shall have the responsibility, authority and duty to:
  - a. Elect Master Executive Council Officers as provided in Article VIII.
  - b. Establish and implement Master Executive Council policy deemed necessary to conduct Council business and further the goals of the Union.
  - c. Function as a coordinating Council for the membership on that airline. Its activities shall be proportionate to and in accordance with the demands made upon it by the Local Councils under its jurisdiction. All normal or routine local Union business shall, however, be conducted by the Local Councils on the respective airlines.
  - d. Make the final decision on any problem or problems of the members of that airline, and accordingly.
  - e. Maintain an active internal membership development program.
  - f. Maintain participation of Local Council Officers, Negotiating Committee members and System Board members in appropriate training programs.
  - g. Establish a program designed to keep members informed of Union activities.
  - h. Maintain adequate records on Union business conducted on the airline.
  - i. Distribute an annual report to the membership on Union business conducted on the airline which is to include Union expenditures.
  - j. The actual B&E reports are available for viewing by members in good standing. The reports are internal, not to be published either in print or electronic form.
  - k. Establish committees and appoint committee chairpersons as may be necessary for conducting Master Executive Council business and enforcing policy of the Union and Master Executive Council.
  - l. Elect System Board members on that airline.
  - m. Give its approval by a majority vote of the Master Executive Council of an airline, with the advise of the International President, before a strike vote of the members of such airline may be taken.
  - n. Abide by the Constitution and Bylaws of the Union and decisions of the Board of Directors.
  - o. Perform all other duties as stated in the Constitution and Bylaws.
2. Nothing in this section shall authorize any Master Executive Council to initiate any action that is inconsistent with this Constitution and Bylaws or with the best interests of the Union or the general membership thereof.

**C. Officers**

Each Master Executive Council shall have the following elected Officers: President, Vice President and Secretary-Treasurer.

1. Eligibility

All Officers of the Master Executive Council must be active members in good standing from that airline, provided that in the case of an airline with only one (1) Council, the

Local Executive Council officer shall also hold that office on the Master Executive Council. Nothing in this Section shall prevent a Local Council President from holding any Master Executive Council office.

## 2. Jurisdiction and Duties

### a. Master Executive Council President

The President shall be the official Union spokesperson and chief executive officer for that airline and shall have the authority and duty to:

- (1) Be responsible for and charged with administering the policies of that Master Executive Council, and implementing the objectives and policies announced by the Board of Directors and Executive Board.
- (2) Be responsible for the expeditious processing of members' complaints and grievances.
- (3) Be the Union representative on that airline for the purpose of furthering and implementing the objectives and policies announced by the Board of Directors and Executive Board.
- (4) Coordinate and compile Master Executive Council policy, review reports and recommendations and submit such material to the appropriate committees of the Union.
- (5) Be a member of the Negotiating Committee.
- (6) Be a member of the Executive Board.
- (7) Be granted the privilege of the floor at all meetings of the Board of Directors, but shall have no vote, if not also a Local Council President.
- (8) Be responsible for and supervise the business and managerial functions of the Union on that carrier.
- (9) Consult with and be assisted by the Vice President and Secretary-Treasurer.
- (10) Ballot the Master Executive Council if necessary or when required.
- (11) Keep a current and accurate inventory of all Union property and supplies purchased or provided by the Union and submit a copy of this to the International Secretary-Treasurer of the Union.
- (12) Inform all Master Executive Council Officers and committees that all files, correspondence, documents and other materials resulting from the work of such committees are the property of the Union, not the personal property of individuals, and are to be safeguarded.
- (13) Maintain the Union's files and property, then transfer them to her/his successor promptly.

### b. Master Executive Council Vice President

The Vice President shall:

- (1) Function under the jurisdiction of the President in carrying out the policies and directives of the Master Executive Council.
- (2) Perform the duties of the President at her/his request or in the absence of the President.
- (3) Be granted the privilege of the floor at all Master Executive Council and Board of Directors meetings, but shall have no vote if not also a Local Council President.

### c. Master Executive Council Secretary-Treasurer

The Secretary-Treasurer shall:

- (1) Assist the President in administering Master Executive Council funds.
- (2) Maintain Master Executive Council records and perform such other duties that may be specifically assigned to the Secretary-Treasurer by the President or Acting President.

- (3) Be responsible to the President and Master Executive Council.
- (4) Be responsible for general record keeping and accounting of the Master Executive Council budget and any funds.
- (5) Distribute a quarterly statement on expenditures to the Master Executive Council.
- (6) Assist in preparation of the Master Executive Council annual report to the membership.
- (7) Exhibit at all reasonable times the general records to any Officer or active member in good standing upon application.
- (8) Maintain Master Executive Council records and record all meetings of the Master Executive Council.
- (9) Deliver to her/his successor all monies and other property of the Master Executive Council. On demand of the International Office, s/he shall make available all books and records for examination and audit.
- (10) Submit a copy of all Master Executive Council meeting minutes and nomination notices to the International Secretary-Treasurer of the Union.
- (11) Be responsible for distributing a list of Master Executive Council committees' flight pay loss to the Master Executive Council and the International Office each month; this list will include, but not be limited to, hours and ID(s) missed, days on projects, and projects charged.
- (12) Be granted the privilege of the floor at all Master Executive Council and Board of Directors meetings, but shall have no vote if not also a Local Council President.

### 3. Vacancies in Office of Master Executive Council

- a. The Vice President shall become Acting President of the Master Executive Council when the office of President is vacant.
- b. When the office of President becomes vacant for any reason, the Acting President shall call a meeting of the Master Executive Council within sixty (60) days for the purpose of electing a new President.
- c. When the office of Vice President is vacant for any reason, the Secretary-Treasurer shall become Acting Vice President. The vacant office of Vice President shall be filled by election at the next meeting.
- d. When the office of Secretary-Treasurer is vacant for any reason, the office will be filled by election at the next meeting.
- e. If the offices of President and Vice President become vacant simultaneously for any reason, the Secretary-Treasurer shall become Acting President and shall call a special meeting within ten (10) days for the election of such Officers under Section D. of this Article.
- f. In the event simultaneous vacancies in all Master Executive Council offices occur, a temporary President shall be appointed by the International Secretary-Treasurer of the Union. The International President of the Union, in accordance with Section D.2. of this Article, shall immediately call a Master Executive Council meeting for the purpose of election of Officers.
- g. In the event there is no President or Acting President, the International Secretary-Treasurer of the Union shall, within thirty (30) days, appoint a Temporary President who shall serve until a President is elected.
- h. Temporary Master Executive Council Officers shall have all the jurisdiction and duties provided in Section C.2. of this Article.
- i. Vacancies in office on a single Council airline shall be filled in accordance with Article III.C.5., except that if there are no elected Officers, Article III.A.4. shall be followed.

4. Term of Office

- a. The regular term of office of the Master Executive Council Officers shall be three (3) years from the date elected.
- b. In the event a Master Executive Council Officer is elected as a result of a vacancy in office such term shall run until the next regular scheduled election.
- c. Notification of elections shall be forwarded to the International Office after each election or filling of a vacancy on each Master Executive Council.

5. Bonding

A Master Executive Council, in its judgement, or the International President, may cause its President or whoever may be entrusted with the Master Executive Council funds to be bonded. The President, in any event, shall be held accountable for such funds.

6. Compensation

There shall be no salary in connection with any office of a Master Executive Council. Master Executive Council operating expenses shall be paid by the Union.

**D. Master Executive Council Meetings**

1. Regular Meetings

- a. A Master Executive Council shall hold at least two (2) meetings a year. It is suggested that these meetings be held within forty-five (45) days following January 1 and July 1 of each year and that one (1) of these meetings shall be held at the International Office.
- b. Written notice of all regular Master Executive Council meetings shall be sent to each Master Executive Council member at least fifteen (15) days before the date established by the Master Executive Council President. Such notice shall list the time, place and proposed agenda for that meeting, and copies of such notice shall be forwarded to the International Office.
- c. Agenda items submitted by Master Executive Council members shall be in writing and shall become part of the published notice of the meeting if received by the President prior to issuance of such notice.
- d. The President or Acting President will endeavor to comply with Subparagraph c. above, but may submit any agenda item at any time prior to the close of the meeting.
- e. A majority vote of the MEC via teleconference, fax or email may cancel a regularly scheduled meeting but no less than 72 hours before the meeting date.

2. Special Meetings

- a. A special meeting of the Master Executive Council may be called at any time by the President or the International President.
- b. Whenever thirty percent (30%) of the members of the Master Executive Council petition the President or the International President, a special meeting shall be called. Such petition for a special meeting shall list the time, place and items to be discussed at the desired meeting.
- c. The International President and all members of the Master Executive Council shall be notified in writing at least twenty-four (24) hours in advance of such special meeting, and the notice shall set forth the agenda for the meeting. Special meetings called for the purpose of electing Master Executive Council Officers shall require ten (10) days prior written notice to the Master Executive Council.
- d. No business other than that specified in the written notice shall be conducted at any special meeting of the Master Executive Council, except that when all members or their legal proxies are present, any business may be conducted with at least a three-fourths (3/4) majority approval to consider such business.
- e. All meetings of the Master Executive Council shall be open meetings unless declared closed by the Master Executive Council.

- f. A special meeting called in accordance with Article VII.D.2. may be canceled in the same manner in which the meeting was called, i.e., if the International President calls a special MEC meeting, only the International President can cancel that meeting.
3. Teleconference Meetings
- Meetings of the MEC and its committees may be held by telephone and other electronic means provided all members participating can hear and speak with each other simultaneously. Teleconference meetings are not subject to requirements to be open to all active members. However meeting records and minutes shall be maintained and distributed in accordance with Article VII.D.8.
4. Attendance and Quorum
- a. At any duly called meeting of the Master Executive Council, each Local Council on the airline shall be represented by its President.
- b. At any meeting of a Master Executive Council, a majority of its members shall constitute a quorum for the transaction of business, and when a quorum is not present, a lesser number of its members may adjourn the meeting to a future time.
- c. All Master Executive Council meetings are open to all active members of the Union and invited guests; provided, however, that a Master Executive Council may declare any session to be a closed session and exclude any or all persons who are not duly accredited members of the Master Executive Council.
5. Voting
- a. A majority vote shall be required for election of Officers, System Board members, and elected Master Executive Council committees with each member of the Master Executive Council having one (1) vote.
- b. All issues submitted to the Master Executive Council at any meeting shall be decided by a majority vote, with each member in attendance having one (1) vote. On issues other than election of Officers, System Board members and elected Master Executive Council committees, a request may be made by any member of the Master Executive Council for a roll call vote. Each member of the Master Executive Council in attendance shall have one (1) vote for each member in good standing s/he represents. For the purpose of roll call voting, the International Secretary-Treasurer of the Union, upon request by the Master Executive Council President, shall provide a current report of the number of active members in good standing represented by each Master Executive Council member.
- c. A Master Executive Council President who is not also a Local Council President shall vote only in the event of a tie.
6. Representation at Master Executive Council Meetings
- If, for any reason, the Local Council President is unable to attend a Master Executive Council meeting, the Vice President shall represent the Local Council at the Master Executive Council meeting. In a case where both the President and Vice President are unable to attend, the Secretary shall represent the Local Council. If none of the Local Council Officers are able to attend, the Officer(s) of the Local Council shall appoint, in writing, a Council Representative to represent the Local Council. In the event Council Representatives are unable to attend, the Local Council Officers shall appoint in writing an active member in good standing from the Council. The Council Representative or a member in good standing will have all the rights and privileges of the original representative for the duration of the meeting, except in regular elections for Master Executive Council Officers only elected Local Council Officers may vote. If it can be determined that a Local Council President or her/his designee cannot be in attendance for the commencement of a Master Executive Council meeting and a replacement representative from the Local Council may not be able to arrive in sufficient time to commence a meeting, the original representative may designate, in writing, another member of the Master Executive Council to act as that member's representative, who would have all the rights and privileges of the original representative.

7. Proxies

If a Master Executive Council remains in session beyond the last day specified in the notice for such meeting, or prior to such time a member can show cause to the Master Executive Council President that she/he is unable to remain in attendance, the member may designate either another member of the Master Executive Council or another officer of the Local Executive Council to act fully on that member's behalf as that member's proxy. Any such proxy shall be in writing. A proxy may not be transferred when a proxy holder finds it necessary to depart a meeting. Should the original representative return to the meeting, she/he resumes all of the rights and privileges and the transference of the proxy becomes null and void.

8. Meeting Records and Minutes

Minutes and a record of attendance shall be kept of all meetings, both regular and special, and such minutes and records shall be a part of the Master Executive Council's records and files. A copy of such minutes and records shall be sent to the International Office within thirty (30) days, and distribution made as the Master Executive Council directs.

**E. Single Council Airline**

1. In the case of an airline with only one (1) Council, the Local Council President shall also be Master Executive Council President, provided that where a multiple Council airline reduces to a single Council/domicile airline, the President of the remaining Local Council shall, if not already so, assume the office of Master Executive Council President and is charged with immediately initiating the election of Local Council Officers under the processes of Article VIII.C. These Officers will complete the unexpired portion of the normal term of office of the remaining Local Council. In the event that there is less than six (6) months remaining of the normal term of office of the remaining Local Council, the successful candidates elected to said office will be appointed to complete the unexpired terms of office and will then fill the regular terms of office to which they have been elected. The date used for determining the length of the unexpired term of office of the remaining Local Council will be the date of closure of the other domicile(s).
2. In the case of an airline with only one (1) Council which expands to a multiple Council airline, the Local Council President of the initial Council shall continue in office as Master Executive Council President and shall be charged with calling a meeting of the Master Executive Council at such time as Officers have been elected on the new Council(s); said meeting to be called without undue delay for the purpose of electing Master Executive Council Officers under the provisions of Sections C.4. and E.1. of this Article.

**F. Establishment of a New Master Executive Council**

For the purpose of initial representation, Local Council Officers established in accordance with Article III.A.3. shall form the Temporary Master Executive Council. The International Secretary-Treasurer of the Union shall cause the Temporary Master Executive Council to be convened for the purpose of electing its President, Vice President and Secretary-Treasurer to serve until the election of Local Council Officers has been accomplished in accordance with Article VIII.C.1. and 2., at which time the Temporary Master Executive Council President shall promptly convene the Master Executive Council for the purpose of electing the Master Executive Council President, Vice President and Secretary-Treasurer in accordance with Section C. 1. of this Article.

**G. Transitional Master Executive Councils**

1. On an airline having two (2) or more Councils, the Transitional Local Council shall be members of the Transitional Master Executive Council.
2. Each Transitional Master Executive Council shall have the following Officers: President and Secretary-Treasurer, to be elected by the members of the Master Executive Council in accordance with procedures of the AFA-CWA Constitution and Bylaws. The term of

office shall commence upon election and shall terminate upon the election of regular Master Executive Council Officers, or three (3) years, whichever occurs first. Vacancies in office shall be filled in accordance with Article VII.C.3., except that there shall be no Vice President position. A Transitional Master Executive Council President and Secretary-Treasurer shall have all the rights and privileges of an Officer of the Union as authorized by the AFA-CWA Constitution and Bylaws.

3. Election of regular Master Executive Council Officers shall take place within thirty (30) days of the certification of election results at all Local Councils.
4. Meetings of the Transitional Master Executive Council and its jurisdiction and duties as well as those of its Officers shall be in accordance with Article VII., except that Transitional Master Executive Council Committees shall be those necessary for member communications and support.

#### **H. Affiliate Master Executive Councils**

An Affiliate Master Executive Council (Affiliate MEC) will be established with all the Jurisdiction and Duties of a Master Executive Council with the exception of those specified in Article VII.B.1.k. and l.

1. On an airline having two or more Local Affiliate Councils, the LAC Presidents shall be members of the Affiliate MEC.
2. Each Affiliate MEC shall have the following officers: President and Secretary-Treasurer, to be elected by the members of the Affiliate MEC in accordance with the procedures of the AFA-CWA Constitution and Bylaws. The term of office shall commence upon election of the Affiliate MEC Officers and shall terminate upon the election of Transitional Master Executive Councils, or three (3) years from the date of the Affiliate MEC Officer election, whichever occurs first. Vacancies in office shall be filled in accordance with Article VII.C.3., except that there shall be no Vice President position. An Affiliate MEC President and Secretary-Treasurer shall have all the rights and privileges of an Officer of the Union as authorized by the AFA-CWA Constitution and Bylaws, except for the right to hold International office.
3. Election of regular Affiliate MEC Officers shall take place within thirty (30) days of the certification of election results at all LACs.
4. Meetings of the Affiliate MEC and its Jurisdiction and Duties as well as those of its Officers shall be in accordance with Article VII, except that Affiliate MEC Committees shall be those necessary for organizing, member communications, and support.

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**ARTICLE VIII**  
**NOMINATION AND ELECTION OF OFFICERS**

**A. International Officers**

1. The nomination and election of the International Officers, when required, shall be held at 10:00 a.m. on the second day of the regular meeting of the Board of Directors.
2. Candidates for International Office are encouraged to announce their candidacy sixty (60) days prior to the election.
3. At all meetings of the Board of Directors at which International Officers are to be elected, the Election Committee appointed pursuant to Article V.K.1.d. shall nominate candidates for the offices to be filled. Nothing in this Section shall prevent any members of the Board of Directors from making additional nominations from the floor.
4. During the nomination and election of International Officers, the Chairperson of the Election Committee shall act as Chairperson of the session.
5. When required, representatives in attendance at a Board of Directors meeting shall nominate and shall elect the International President.
6. Election
  - a. A simple majority of the total votes cast shall determine the outcome of the election.
  - b. In the event that no one candidate receives a majority of the votes cast on the first roll call ballot, a runoff roll call ballot will be conducted between the two (2) candidates receiving the highest number of votes.
  - c. In the event that there is a tie for second place in the ballot, a runoff election shall be conducted between the two (2) candidates who are tied to determine which candidate will be on the next roll call ballot.
  - d. Should there be only one candidate nominated for any office, the Election Committee Chair will entertain a motion that the candidate be declared by acclamation of the Board. When the motion is made and seconded, this motion will be put to a voice vote.
7. Delegates will be provided with ballots, and once a vote is cast and recorded, it may not be changed.

**B. Master Executive Council Officers**

1. The representative of each Local Council on the Master Executive Council shall have the privilege of nominating one (1) candidate for the office of President, Vice President, and Secretary-Treasurer of the Master Executive Council.
2. A majority vote shall be required for the election of Officers with each member of the Master Executive Council having one (1) vote. The Secretary-Treasurer of the Master Executive Council shall notify the International Secretary-Treasurer of the Union of the names of newly elected Officers and the date upon which their terms of office commenced.
3. Election Categories

Each Master Executive Council will be assigned to a specific Election Category which already exists in the Constitution and Bylaws. The Master Executive Council Officers' terms will correspond with the terms within each Election Category.

  - a. Each Master Executive Council will be assigned to an Election Category as follows:
    - (1) Election Category I: 1/1/14 - 12/31/16
    - (2) Election Category II: 7/1/14 - 6/30/17
    - (3) Election Category III: 7/1/13 - 6/30/16

<u>Election Category I</u>	<u>Election Category II</u>	<u>Election Category III</u>
<b>(1/1/14-12/31/16)</b>	<b>(7/1/14-6/30/17)</b>	<b>(7/1/13-6/30/16)</b>
Air Wisconsin Alaska Endeavor Frontier Horizon	Hawaiian Omni Piedmont Silver Spirit United	Compass Continental Continental Micronesia Envoy Mesa Miami PSA

- b. No later than sixty (60) days prior to the end of an existing Master Executive Council term in each Election Category, or as soon as a vacancy exists, said vacancy, including job description, shall be posted at each domicile of the affected Master Executive Council.
- c. The terms of the Master Executive Council Committee Chairpersons shall be concurrent with those of the Master Executive Council Officers.
- 4. A special election for each newly established Master Executive Council will be conducted within a timely manner following the appointment of its elected Local Council Officers. The cost of the special election shall be borne by the International Office.

#### **C. Local Council Officers and CWA Convention Delegates**

##### **1. Nomination Procedures**

- a. No later than one hundred and fifty (150) days before the start of the term of office, the International Secretary-Treasurer of the Union shall cause nominating ballots, commitment to serve statements and cover letters to be mailed to all active members of all Local Councils within the United States scheduled for election as provided in Paragraph 3. of this Section. For all Local Councils located outside of the United States the time frame shall be two hundred and ten (210) days before the start of the term of office. The International Secretary-Treasurer of the Union shall notify the Local Council President thirty (30) days prior to distributing said nominating ballots.  
For newly organized carriers, the nominating ballots, commitment to serve statements and cover letters shall be mailed to all active members of Local Councils no later than sixty (60) days following the appointment of Temporary Local Council Officers.  
**Every effort should be made to ensure that at least 50% of the Flight Attendants have become members. (Board 2015)**
- b. Nomination procedures shall be conducted by secret ballot.
- c. (1) Each active member in good standing may nominate one (1) candidate for the office of President, Vice President and Secretary.  
(2) The member shall be responsible for determination of that member's nominee's commitment to serve prior to nomination.
- d. Nominating ballots, executed by active members in good standing, shall be sent to the International Secretary-Treasurer of the Union prior to the count date specified on said nominating ballot.
- e. Nominating ballots of active members in good standing shall be certified and tallied under the supervision of the Ballot Certification Committee at the International Office.
- f. (1) The Ballot Certification Committee shall determine a candidate's commitment to serve as an elected Officer by any one (1) of the following:
  - (a) Receipt of a commitment to serve card with the nomination ballot.
  - (b) Written notification prior to the count date.
  - (c) Checking the indicated block on the transmittal envelope.

- (2) If a commitment to serve has not been indicated as outlined in C.1.f.(1) above, the AFA-CWA Membership Services Department will contact the nominee through email, phone call(s), and regular mail letter requesting a commitment to serve statement, with the exception that no email, phone calls(s), and regular mail letter will be sent to a candidate with less than two (2) nomination votes. Verbal confirmation upon receipt of email, phone call(s), and regular mail letter, confirmed in writing, may also serve as notification of a candidate's commitment to serve.
- (3) The International Secretary-Treasurer of the Union shall cause the names of all nominees who received at least two (2) nomination ballots and who have indicated their commitment to serve to be placed on the official Local Council election ballot.

## 2. Election Procedures

- a. (1) No later than ninety (90) days before the start of the term of office, the International Secretary-Treasurer of the Union shall cause election ballots to be mailed to all active members of those Local Councils within the United States scheduled for elections as provided in Section 3. below. For all Local Councils located outside of the United States, ballots will be mailed one hundred and twenty (120) days before the start of the term of office. The election ballot shall list the names of the nominees for each Local Council office in alphabetical order. Each active member in good standing may vote for one (1) candidate for each Local Council office and the successful candidate for each office shall be that eligible candidate receiving the greatest number of election votes, with no requirement that the successful candidate receives a majority of the valid ballots returned. Nothing in this Constitution and Bylaws shall prohibit the write-in and election of an eligible member for Local Council office. Such election shall be conducted by secret ballot.
  - (2) Local Council Officer election ballots executed by the active members in good standing of each Local Council shall be returned to the International Office no later than sixty (60) days before the start of a term of office, or before a date established by the International Secretary-Treasurer of the Union. Ballots shall be validated and tallied under the supervision of the Ballot Certification Committee. It shall certify the election results and notify the International Secretary-Treasurer of the Union, who shall promptly telephone and e-mail, if available, a copy of such certification to the successful candidates and post this certification on a page of the International Office website. Additionally, the International Secretary-Treasurer will ensure that the current Local President receives a copy of this information for posting on a local bulletin board and website, as applicable. Additionally, the International Secretary-Treasurer will arrange for an e-mail be sent to all members of the respective Council, if their e-mail address is known. All nomination and election ballots and the transmittal envelopes in which they were received, shall be retained at the International Office for at least the duration of the terms of office for which the balloting was conducted.
  - (3) In cases where ties develop in the election process, the two (2) or more candidates who are tied shall participate in a runoff election by a mail or electronic ballot that will be held as soon as practicable after the initial balloting is completed.
  - (4) In the event no eligible member is elected as Local Council President, Vice President or Secretary, the International Secretary-Treasurer of the Union shall immediately arrange for additional balloting for such office.
- b. The election of Local Council Officers shall be completed and the successful candidates notified of their election by the International Secretary-Treasurer of the Union no later than the first day of the month preceding the term of office.

### 3. Election Categories

Each Local Council shall be assigned to an Election Category. On airlines having more than one (1) Local Council, said Councils shall be assigned among the Election Categories as evenly as possible. The Master Executive Council may request and the Executive Board is empowered to change the Election Category to which a Local Council is assigned.

<b>ELECTION CAT I</b>	<b>ELECTION CAT II</b>	<b>ELECTION CAT III</b>
<b>1/1/14 - 12/31/16</b>	<b>7/1/14 - 6/30/17</b>	<b>7/1/13-6/30/16</b>
<b>ALA 30 UAL 07</b>	<b>ALA 19 SIL 83</b>	<b>ALA 15 MSA 56</b>
<b>AMR 58 UAL 14</b>	<b>ALA 39 SPR 76</b>	<b>ALA 18 MSA 88</b>
<b>ARW 28 UAL 20 ARW 29</b>	<b>UAL 05</b>	<b>AMR 51 PSA 75</b>
<b>CAL 62 UAL 21</b>	<b>CAL 60 UAL 12</b>	<b>AMR 52 SPR 73</b>
<b>EDV 45 UAL 27</b>	<b>CAL 64 UAL 25</b>	<b>ARW03 SPR 78</b>
<b>FA9 71</b>	<b>CPZ 84 UAL 38</b>	<b>CAL 63 UAL 08</b>
<b>HAL 47</b>	<b>FA9 86</b>	<b>CMi 65 UAL 09</b>
<b>HZN 17</b>	<b>HAL43</b>	<b>CPZ 81 UAL 11</b>
<b>SPR 74</b>	<b>OAI 72</b>	<b>EDV 46 UAL 26</b>
<b>SPR 77</b>	<b>PED 61</b>	<b>EDV 48 UAL 42</b>
		<b>HZN 16</b>
		<b>MIA 80</b>

### D. Campaign Procedures

#### 1. Distribution of Campaign Literature

- The International Office shall comply with all reasonable requests of any candidate for Union office to distribute by mail, or otherwise, at the candidate's expense, campaign literature in aid of such person's candidacy to all members in good standing entitled to vote in Local Council Elections, to all members in good standing on the airline for Master Executive Council elections and to all members in good standing of the Union for International Officer elections. There shall be no discrimination in favor of or against any candidate with respect to costs or the use of lists of members. If campaign literature is distributed by mail, or otherwise, on behalf of any candidate, then similar distribution at the request of any other bona- fide candidate shall be made, with equal treatment as to the expense of such distribution. The cost of distribution of all campaign literature shall be borne by the candidate or by any member or group of members acting on a candidate's behalf. The candidate shall be responsible for the production of all campaign materials.
- Prior to distribution, by mail or otherwise, of any campaign literature, the candidate, or member, or group of members requesting such distribution will be furnished with an estimated cost by the International Office. In any case, the individual acting as spokesperson for such request will agree to assume the actual cost of such distribution prior to such distribution taking place.
- Any distribution of campaign literature which utilizes membership lists and/or labels shall be handled exclusively by the International Office.

#### 2. Financing Activities

- No Union funds, facilities, materials, or equipment (including for example, use of Union offices, xerox machines, telephones, or newsletters) may be used to promote anyone's candidacy for Union office, except as otherwise provided in Article VIII.D.

- b. No employer funds, facilities, materials, or equipment may be used to promote anyone's candidacy. This prohibition extends to any employer, even if not the particular airline which employs the candidate.
  - c. Any candidate for Union office who solicits funds, or on behalf of whom funds are solicited for campaign purposes, must maintain a record of all collections and disbursements.
3. Use of Union Meetings and Bulletin Boards
- a. There shall be no discrimination in favor of or against any candidate for Union office with respect to the use of local Union meetings for campaign purposes. All candidates must be treated equally and accorded the same rights in the event any use of local Union meetings is made for debates, distribution of campaign literature or other campaign purposes. In the event any campaign activities are to occur at local Union meetings, all candidates must be apprised of that fact no later than the time required notices are provided for the Local Council meeting.
  - b. Union bulletin boards may or may not be used for the posting of a resume of qualifications, not to extend beyond a single 8 ½ x 11 inch piece of paper, containing a candidate's name, the office the candidate seeks, and a brief resume of qualifications. In determining if the bulletin board may be used, the Local Officers should consider factors such as space available, the number of candidates, and the amount of other information to be posted. All candidates must be afforded equal opportunity to use the bulletin board for such posting. The Local Council President for each council shall inform the local council membership of the ability to use the Union bulletin board for such posting and this notice shall be no later than seven (7) days prior to the Nomination Ballot mailing date. In addition, the Local Council President for each council shall inform the members of the actual posting date no later than seven (7) days in advance of posting.  
  
Under no circumstances will any LEC or MEC Officer seek to edit or deny the posting of any candidate's 'resume of qualifications.' Should there be a 'review process' requested by any candidate(s) or member in good standing, then such review will be undertaken by a neutral party, which shall include the AFA International Vice President, AFA International Secretary-Treasurer, and the AFA-CWA Membership Services Director. The resume of qualifications that may be posted on an AFA-CWA bulletin board or electronic site controlled by AFA-CWA is defined as: (1) AFA-CWA elected offices held and term(s) of office; (2) AFA-CWA appointed committee positions(s) held and term(s) of office; (3) AFA-CWA trainings attended; (4) Other union offices and positions held; (5) Other union trainings; (6) Flight attendant career, airlines, dates; and, (7) Education.
  - c. Posting Nomination and Election Results. AFA-CWA's Ballot Certification Committee will promptly post the certified results of each nomination and election ballot count onto AFA-CWA's computer forum. Each posting will only include the airline, council number, geographic location, and detailed results of each available position with the names of candidates and the number of nominations/votes that each received. Notice of the nomination or election results shall be promptly given to each involved Local Council. The winning candidate(s) and the Master Executive Council President will also receive a copy of the certificate by email. In the event the nomination process has failed to produce a nominee, the position will be listed followed by the message, "No candidate was successfully nominated for this position."
  - d. AFA-CWA candidates for union office may use AFA-CWA's computer forum. However, at no time may such use be financed by AFA-CWA or Company funds.

#### **E. Oath of Office**

Upon completion of an election to office and at the earliest convenience, an elected leader will undertake an oath of office to affirm a commitment to the responsibilities and duties accepted and assigned. The oath of office shall be administered by an International officer, Master Executive Council officer, or Local Council officer. The oath shall read:

“I, (give name), hereby accept the office of (name of office) of AFA-CWA (state your office - International, MEC or Council and its number), with full knowledge of the responsibilities and duties of such office.

I promise to faithfully discharge my duties according to the Constitution and Bylaws and of the Union, and I take this obligation freely, without any mental reservation or purpose of evasion.

I shall, at all times, endeavor to serve my members and the Union to the best of my ability.”

**ARTICLE IX**  
**RECALL OF OFFICERS**

**A. International Officers**

1. Any Officer of the Union, either with or without cause, may be recalled and removed from office by action of the Board of Directors.
  - a. For the purpose of recall, Members of the Board of Directors representing seventy-five percent (75%) of the members in good standing shall constitute a quorum.
  - b. Recall shall require the affirmative vote of the members of the Board of Directors representing a majority of the members in good standing who are represented by the Directors voting.
  - c. Such recalled Officers upon recall shall be divested immediately of all authority, prestige, rights and responsibilities pertaining to that office. A recalled Officer shall be entitled to thirty (30) days pay provided the recall is not for federal or criminal violations.

2. Recall of any Officer may also be accomplished in the following manner:

If twenty-five percent (25%) of the active members in good standing petition the International Secretary-Treasurer of the Union requesting a recall of any said Officers, it shall be the duty of the International Secretary-Treasurer to circulate such a recall ballot to all active members. If the International Secretary-Treasurer is the Officer whose recall is being requested, it shall be the duty of the International President to circulate such a recall ballot. Such ballots shall be returned to the Ballot Certification Committee within twenty-eight (28) days and a count date shall be specified thereon. Recall shall require a two-thirds (2/3) vote of all active members in good standing voting in such recall election. The Ballot Certification Committee shall certify the results of such election to the Officers, the Board of Directors, and the membership. When such recall is accomplished, such recalled Officer shall immediately be divested of all authority, prestige and rights commensurate with that office. A recalled Officer shall be entitled to thirty (30) days pay provided the recall is not for federal or criminal violations.

**B. Master Executive Council Officers**

1. Any Officer of the Master Executive Council may be removed from office at any time, either with or without cause, by a majority vote of the Master Executive Council conducted on a roll call basis, provided that in the case of a single Council airline, a Master Executive Council Officer may only be removed as prescribed in Section C. of this Article.
2. A member of the Master Executive Council may be removed from membership on the Master Executive Council as a result of action taken pursuant to Section C. of this Article.
3. An affirmative vote for removal of an Officer of the Master Executive Council shall not remove the Officer from membership on the Master Executive Council if this Officer is still qualified for membership thereon as an Officer of a Local Council.
4. When a Master Executive Council President is removed from office, the Master Executive Council may elect a new President at that meeting or apply Article VII.C.3.

**C. Local Council Officers**

At a Local Council meeting, which has been called to consider, among other things, a recall, (recall requires a petition in accordance with Article III.D.9. that is signed by 30% of the Active Members in Good Standing, and notice in accordance with Article III.D.4.) such Local Council, by a majority vote of the members present, may request the International Secretary-Treasurer of the Union to initiate and circulate a ballot among the active members in good standing of such Local Council for the removal of a Local Council Officer. Said ballot shall be mailed within fifteen (15) days of the request thereof. The International Secretary-Treasurer of the Union,

upon completion of such balloting, shall certify to the Local Executive Council and the Local Council the results of such vote. Should a Local Council Officer facing recall resign prior to the completion of said recall, such resignation shall be effective immediately or no later than the end of the existing month. The recall process shall not halt until such time as said resignation is effective.

**ARTICLE X**  
**HEARING AND APPEAL PROCEDURES**

**A. Hearing of Membership Cases**

1. Any member, regardless of membership status, may be fined, suspended, expelled or otherwise disciplined for any of the following acts:
  - a. Willful violation of this Constitution and Bylaws.
  - b. Making a false statement or withholding material information when applying for membership.
  - c. Disobeying or failing to comply with a decision of the Board of Directors, the Executive Board, that member's Master Executive Council or Local Council.
  - d. Misappropriating money or property of the Union.
  - e. Performing work for or assisting an airline during a period when the members of this Union are on strike against such airline, or when the members are respecting the picket lines of another Union on strike against the airline.
  - f. Entering into an employment agreement, or any contract which might injure the Union.
  - g. Improperly disclosing confidential matter of the Union.
  - h. Refusing or willfully neglecting to pay dues, initiation fee, assessments, fines or financial obligations to the Union.
  - i. Acting in any manner to circumvent, defeat or interfere with collective bargaining between the Union and an employer or with existing collective bargaining agreements.
  - j. Doing any act contrary to the best interests of the Union or its members.
  - k. Failing to give timely notice of transfer to Management Status under Article II.C.4.
    1. Acting in any manner disloyal to the Union.
2. A charge or charges may be preferred against any member, regardless of membership status, within the Union by resolution of: Local Councils, Local Executive Councils, or Master Executive Councils; or by Local Council Presidents, Master Executive Council Presidents, or International Officers of the Union, except as provided in Paragraph 3. below.
3. The International Officers of the Union may not be charged under the provisions and procedures set forth in this Article for acts of omission or commission as a result of their duties in their offices but shall be subject to the provisions of Article IX.

**B. Grievance Procedure**

Any member or group of members on an airline having a dispute with the Union concerning interpretation of the Constitution and Bylaws or interpretation of policies, adopted by the Board of Directors, as outlined in Section A.I. of this Article, has the same right of hearing before the Hearing Board and the same privileges as to appeal before the Appeal Board as is accorded under this Article.

**C. Status of an Accused Member**

Status of an accused member in good standing may not be changed until all actions, hearings and appeals set forth in Section D. and F. of this Article have been completed and final adjudication provided, or the time limit for any appeal has expired. A member in such cases shall be afforded full protection and services of the Union, provided that such member's financial obligation to the Union remains current.

#### **D. Hearing Procedures**

1. Such charges shall be preferred in writing and shall be sufficiently specific as to the identity of the charged party and the alleged acts which constitute the basis of the charges and the provisions of the Constitution and Bylaws allegedly violated. The accused member shall be supplied with a copy thereof, sent to that member by certified mail, return receipt requested, at that member's last known address. If the letter is refused by the addressee, this nevertheless shall be deemed sufficient notice of the proceedings. It shall be the duty of the members of the Local Council to provide the correct address. The International Secretary-Treasurer of the Union on the same date shall be mailed a copy of the certified letter bearing the charges.
2. Such charges to be heard must be filed within ninety (90) days after the accuser becomes aware of the alleged offense, but in no case more than one (1) year after the alleged offense.
3. At the discretion of the Hearing Board, a pre-hearing conference will be offered to the parties and, if accepted, take place via teleconference by the members of the Hearing Board to determine if resolution between the parties is possible prior to the formal hearing being conducted.
4. Such charges shall be heard by the accused member's Local Executive Council and decision published not less than fifteen (15) days nor more than sixty (60) days after receipt by the accused of the charges against such member provided, that by mutual consent, such hearing may be held sooner than fifteen (15) days but not later than sixty (60) days from the date of receipt of charges. Either the party charged or making such charges may apply to the Hearing Board to hear such case in the first instance. If such application is made, the Local Executive Council shall not conduct a hearing pending announcement by the Hearing Board of its decision to hear the case in the first instance. If the accuser makes such application, it shall be directed to the Hearing Board at the time the charges are filed. If the accused makes such application, such request that the Hearing Board hear the charges in the initial instance must be made no later than fifteen (15) days after the receipt of the charges. Announcement of the Hearing Board's decision on whether or not it will hear the charges must be made within fifteen (15) days of receipt of the request and published to the parties concerned, i.e., the accused, accuser, and the Local Executive Council concerned, by certified mail, return receipt requested.
5. If in the opinion of the Hearing Board good cause is shown for accepting jurisdiction to hear the case in the first instance, the hearing shall be held not later than sixty (60) days after receipt by the accused of the Hearing Board's decision to hear the charges against such member and a decision published as soon as possible thereafter, but not later than fifteen (15) days from the date of the hearing.
6. Both the accused member and the accuser shall have the right, both at the original hearing and at any appeal taken therefrom, to designate and be represented by an active member in good standing. Whether or not the accused member appears at the hearing or any adjourned date thereof, evidence either for or against such member may be received. If the accused or the party preferring charges fails to appear at such hearing, or fails to request a hearing as provided in Section F. of this Article, such member shall be deemed to have waived those rights to an appeal from the decision of the hearing body, provided that if such member shows good cause for not appearing at the hearing, such member's rights to appeal shall not be denied as provided hereinafter.
7. Should the accused member be a Local Executive Council member or an Officer of the Union, or should the accused member not have any active affiliation with any Local Council, then such charges shall be tried by the Hearing Board in the first instance. When accused members from more than one (1) Local Council are jointly charged, such charges shall be heard by the Hearing Board in the first instance.
8. The Local Executive Council or the Hearing Board, as the case may be, subject to the time limitations in Paragraph 4. of this Section, shall designate the time and place and any adjournments for the hearing of such charges and shall keep a copy or résumé of

the evidence presented. Notice of hearing shall be sent certified mail, return receipt requested.

9. Upon conclusion of a hearing conducted before a Local Executive Council or the Hearing Board, such body shall render its decision subject to the time limitations in Paragraph 5. of this Section, sustaining or dismissing the charges in whole or part, and shall affix penalties or direct disciplinary action as it deems proper. Such decision shall be in writing, sent certified mail, return receipt requested, with a copy furnished to the accused member, the person or body making the charges, and the International Secretary-Treasurer of the Union for the permanent records at the International Office. Any decision of the Local Executive Council or the Hearing Board shall be final and binding, unless appealed in accordance with the provisions of Article X.F., and any penalties or disciplinary action, including fines, ordered shall be legal obligations of the member upon whom imposed and enforceable in court of law. All Hearing Board decisions shall be distributed to all members of the Executive Board as soon as they are available.

#### **E. Hearing Board**

1. A Hearing Board shall be established to hear cases in the initial instance under the procedures provided in Section D. of this Article.
2. The Hearing Board shall be composed of three (3) regular and two (2) alternate members who shall be active members in good standing appointed jointly by the International President and the International Secretary-Treasurer with the approval of the Executive Board from a list of candidates furnished by each Master Executive Council.
3. At the commencement of each Executive Board meeting or Board of Directors meeting each Master Executive Council shall furnish to the International Secretary-Treasurer of the Union the names, addresses and phone numbers of the members of its airline who are willing to serve on such Hearing Board or on the Appeal Board provided by Section G. of this Article. The number of names submitted shall equal the number of Councils on the airlines. It is not necessary that each Council be represented. At the time written notice of each Executive Board or Board of Directors meeting is sent, pursuant to Article VI.C.2., or Article V.D.2., each Master Executive Council will be notified of its present nominees and given an opportunity to predesignate or replace its member or members on the panel.
4. Appointments to the Hearing Board shall be made promptly following the deadline for submission of candidates as specified in Paragraph 3. of this Section.
5. The term of office for the members and alternates shall be for two (2) years commencing the January 1 following their appointment, until reappointed, or until their successors have been appointed.
6. The Hearing Board shall elect one (1) of their members as Chairperson.
7. Vacancies on the Hearing Board shall be filled by the International President and International Secretary-Treasurer from candidates on the panel or from among the alternates. Vacancies among the alternates shall be filled by appointment from the candidates on the panel.

#### **F. Appeal Procedures**

1. The accused member or the party making the charge, being aggrieved by the decision, may appeal therefrom to the Appeal Board. This appeal shall be by written request within fifteen (15) days from the date of receipt of the written decision from which such appeal is taken.
2. When the Appeal Board receives an appeal request, they shall obtain a copy or resume of the evidence and the decision rendered from the previous hearing body.

3. The Appeal Board may hear appeals solely upon the evidence and decision submitted to it. Upon application of any party, or upon its own motion, the Appeal Board may take additional evidence as it deems proper. The Appeal Board shall designate a time and place and any adjournments for the hearing of charges, with notice of the hearing sent certified mail, return receipt requested. The Appeal Board shall issue its decision no later than one hundred twenty (120) days from the date the charges were initially filed.
4. The decision of the Appeal Board shall be final and binding, and any penalties or disciplinary action, including fines ordered, shall be legal obligations of the member upon whom imposed and enforceable in a court of law. The decision shall be in writing, sent certified mail, return receipt requested, and shall be furnished to the accused member and to the person or body making the charge, and a copy also furnished to the International Secretary-Treasurer of the Union for the permanent records at the International Office. All Appeal Board decisions shall be distributed to all members of the Executive Board as soon as they are available.

**G. Appeal Board**

1. An Appeal Board shall be established to hear cases appealed to it under the procedures provided in Section F. of this Article.
2. The Appeal Board shall be composed of five (5) regular and three (3) alternate members, who shall be active members in good standing appointed by the International President and the International Secretary-Treasurer with the approval of the Executive Board from a list of candidates furnished by each Master Executive Council, pursuant to Section E.3. of this Article.
3. Appointments shall be made promptly following the deadline for submission of candidates as specified in Section E.3. of this Article.
4. The term of office for each regular and alternate member shall be two (2) years commencing the January 1 following their appointment, until reappointed, or until their successors have been appointed.
5. The Appeal Board shall elect one (1) of their members as Chairperson.
6. No less than ten (10) days prior to each hearing before the Appeal Board, either the accused or the party preferring the charges shall have the right of challenging a member of the Appeal Board. When such challenge is exercised, one (1) of the alternates selected by the challenger shall become a regular member of the Board for hearing the subject case. If both parties in a case indicate a desire to challenge a regular member of the Board, the accused shall be given the first right of challenge.
7. Vacancies on the Appeal Board shall be filled promptly by the International President and International Secretary-Treasurer from the candidates on the panel or from among the alternates. Vacancies among the alternates shall be filled by appointment from the candidates on the panel.

**ARTICLE XI**  
**DUES, INITIATION FEE AND ASSESSMENTS**

**A. Dues-Active Members**

1. Effective June 1, 2012, all active members shall be required to pay monthly dues in the amount equal to the CWA Dues Average, which is currently forty-eight dollars (\$48.00), effective the first day of the calendar month succeeding their acceptance to active membership status, provided that in cases of late application for active membership, the provisions of Article II.D. shall apply. Each year, AFA-CWA dues are subject to change on June 1. Dues for the upcoming fiscal year will be based upon the CWA dues average as identified by the International AFA-CWA Secretary-Treasurer.
2. Dues of an AFA-CWA Affiliate Member will be the greater of \$20.00 per month, or half of the dues of an AFA Active member, rounded up to the nearest dollar, as may be set from time to time by the AFA-CWA Constitution and Bylaws.
3. **Section 9.b. of the AFA-CWA Merger Agreement addresses the CWA Defense Fund, which is now named the Strategic Industry Fund (SIF). This Fund is available for use by AFA-CWA in conducting strategic campaigns, mobilizations, etc., by application to the International President, and in compliance with existing rules and guidelines as established by the CWA Convention and Defense Fund Oversight Committee (DFOC). (Board 2015)**
4. Dues for active members on any airline may be increased to a maximum of an additional five dollars (\$5.00) per month by two-thirds (2/3) affirmative vote in a secret ballot membership referendum to be conducted by the International Secretary-Treasurer of the Union upon determination by the Master Executive Council on that airline to conduct such ballot. Such additional dues shall be held by the Union to be used for the benefit of the membership on that particular airline, as determined by the Master Executive Council with approval of the International President, subject to the provisions of this Constitution and Bylaws and Union policies.
5. All dues shall be paid to the Union by check-off or direct payment.
6. Payment of dues shall be required of all members that are on active status during a month or any portion thereof. If a member is on a leave of absence for a full month or longer due to military service and is no longer receiving compensation through a carrier, that member will not be required to continue payment of dues. After the first ninety (90) days of removal from service and no longer receiving compensation through a carrier for disability leave, payment of dues shall not be required.
7. An active member on non-paying dues status pending adjudication of a grievance or legal proceeding involving such member's suspension or termination from employment shall pay, if job status is restored and retroactive pay incorporated in that member's return to work, proportionate dues for such out-of-work period.
8. Active members who are not receiving income as a flight attendant, due to cessation of that airline's operations resulting from a work stoppage, shall be on a non-dues paying status for the period of such work stoppage provided such work stoppage exceeds fourteen (14) days in any calendar month.
9. In any case where the amount of dues for a member is in dispute, such dispute shall be settled by the member's Master Executive Council. The amount of dues determined to be correct by the Master Executive Council shall be binding. However, the Master Executive Council shall not have the authority to reduce the amount of dues obligation required by the Constitution and Bylaws.

10. Members on newly organized carriers without prior Union representation and a collective bargaining agreement shall not be charged dues until after an initial contract is ratified.

**B. Payment of Dues**

1. All members shall execute a check-off form at the time they apply for membership. Each flight attendant is responsible for paying her/his dues. If authorization for payroll deduction has been given to the airline and the airline fails to make the deduction for dues, the member remains responsible for paying those dues.
2. The Union's dues year shall be the AFA-CWA fiscal year. Dues are due and payable on June 1 of each year, subject to the method of payment set forth in Paragraph 3. below.
3. Dues may be paid either: a) on an annual basis; b) on a monthly basis by dues check-off; or c) on a monthly basis, with payments due by the first day of the month.
4. Prepayment of Annual Dues  
Any member may pay dues annually in advance prior to July 1 of any year instead of quarterly. **(Board 2015)**
5. An annual "coupon booklet" shall be mailed to all members who have not chosen to pay annually or who are not on dues check-off on a monthly basis.

**C. Initiation Fee**

1. Each applicant accepted by the Union for active membership on or after October 31, 2005 shall be required to pay an initiation fee of sixty dollars (\$60.00), paid either at one time on approval of active membership or on a monthly basis for six (6) months at ten dollars (\$10.00) per month. Individuals who were members of AFA-CWA carriers at the time AFA-CWA's representation rights terminated at their carrier shall not be required to pay an initiation fee upon rejoining AFA-CWA. Payment of initiation fees for members on newly organized carriers without prior Union representation and a collective bargaining agreement shall be deferred until after an initial contract is ratified.
2. The International President may ballot the Executive Board for the purpose of waiving initiation fees in connection with organizing activities. Majority vote shall prevail.

**D. Reinstatement Fee**

Any individual whose membership has been terminated by reason of resignation from AFA-CWA or expulsion for non-payment of dues, fees or assessments shall be required to pay a reinstatement fee of sixty dollars (\$60.00) as a condition of reinstatement to AFA-CWA membership.

**E. Assessments**

1. Assessments may be levied on all active members to cover extraordinary expenses, provided such assessments are approved by a majority of the active members by mail ballot, provided that such approval is procured before such expenditures are made.
2. Assessments may be levied on all active members for specific benefit purposes provided that such assessments are approved by a two-thirds (2/3) majority of the ballots returned of the active members by mail ballot, and provided that such approval is procured before such expenditures are made.
3. Assessments may be levied on active members of a Local Council for purposes which are consistent with and implement this Constitution and Bylaws and Union policy, provided that such assessments are approved by a majority of the valid ballots returned by active members in good standing of such Council, voting in a secret ballot referendum conducted by the International Secretary-Treasurer of the Union by mail in accordance with Union voting procedures, upon written request of the Local Executive Council.

4. Assessments may be levied on active members in the employ of any airline, for purposes which are consistent with and implement this Constitution and Bylaws and Union policy, provided that such assessments are approved by a majority of the valid ballots returned by active members in good standing on the airline, voting in a secret ballot referendum conducted by the International Secretary-Treasurer of the Union by mail in accordance with Union voting procedures, upon written request of the Master Executive Council, and further provided that all seniority merger assessments shall be in accordance with AFA-CWA merger policy.
5. All funds raised by assessments pursuant to Section E.3. or E.4. above shall be recorded by the Union in separate accounts for the benefit of the membership of the particular Local Council or airline, subject to disbursement in accordance with and to implement the provisions of this Constitution and Bylaws and Union policy. The International Secretary-Treasurer shall maintain records showing the amount paid by each member and shall make disbursements from the assessment fund upon receipt of written invoices approved by the Local Council President and Local Council Secretary for Local Council assessments, and Master Executive Council President and Master Executive Council Secretary-Treasurer for airline assessments. There shall be quarterly and annual financial reports to the Local Executive Council or Master Executive Council for each assessment fund. Further, this information will be made available to any member upon request.
6. Notice will be sent for each assessment period or assessments levied. All dues and assessment notices shall be accompanied by a pre-addressed return envelope.
7. All assessments levied pursuant to Section E. of this Article are due and payable when levied.

**F. Delinquency, Bad Standing and Loss of Membership**

1. When any member has not paid dues, initiation fee or assessments as provided in Sections A., C and E. of this Article in the case of an active member, within thirty (30) days from the due date; or has not paid fines within thirty (30) days from the date the same are due and payable; or has not made satisfactory arrangements for payments prior to either of such dates; or fails to maintain and honor agreed upon terms, as the case may be, as provided in this Constitution and Bylaws; such member shall be deemed, from the date of such delinquency, to be a member in bad standing. That member shall henceforth, for the duration of such period of bad standing, be deprived of all rights to participate in any activities of the Union in any manner whatsoever and that member shall, while in bad standing, be denied all of the rights, privileges, and benefits whatsoever of membership in the Union.
2. Any member who fails to pay dues, initiation fee, assessments or fines within three (3) months following the due date of such obligation, or within two (2) months following the due date of such obligation if the member has been in bad standing with respect to a prior obligation within the preceding two (2) years, shall be subject to expulsion, provided that if the member's Local Executive Council and the International Secretary-Treasurer of the Union believe that extenuating circumstances exist, and the International President concurs, the individual may be permitted to remain delinquent as deemed reasonable. Failure of a member to maintain and honor agreed upon terms, in the manner specified, shall be cause for immediate expulsion. The International Secretary-Treasurer of the Union shall send each member who becomes subject to expulsion a notice, certified mail, return receipt requested, to show cause why that member should not be expelled.
3. Any member who has paid in full financial obligations to the Union or made satisfactory arrangements in accordance with the provisions of this Constitution and Bylaws, shall be deemed to be a member in good standing and entitled to participate actively in all Union activities and entitled to all of the rights, privileges, and benefits of membership unless otherwise ordered or determined in accordance with the provisions of this Constitution and Bylaws.

4. All dues, initiation fees and assessments, in accordance with Sections A., C. and E. of this Article, are legal obligations of the members and enforceable in a court of law.
5. When a flight attendant is hired by an AFA-CWA represented carrier and the flight attendant was previously employed by another AFA-CWA carrier and left with dues owing, that flight attendant must pay the dues obligation at the previous carrier before attaining good standing in the Union.

The payments of past indebtedness shall be credited to the Local Council of the carrier at which the member was last based at the time of termination of prior employment, utilizing the established allocation formula for crediting of dues payments. If the Local Council at the flight attendant's former airline is no longer allocated funds by the Union, the payments of past indebtedness shall be credited fully to the International Office budget.

6. An Affiliate Member who fails to pay dues for two (2) months or is two (2) months in arrears shall be subject to expulsion and will have their membership terminated. Should that member choose to reapply for membership at a later date, those dues that were in arrears at the time of terminating membership must be paid in full before the application will be accepted. The payments of past indebtedness shall be credited to that Local Council (if any) to which the member last belonged at the time of termination of membership. If the member did not belong to an established Local Council at the time of termination, all payments of past indebtedness shall be credited to the Mobilization Fund.

#### **G. Union Reserves**

1. The amount of the reserve fund required in Article I.C.12. shall be determined by multiplying the annual income by two (2) with the minimum desired reserve to be one million dollars (\$1,000,000). As part of such net worth reserve, an investment account shall be maintained consisting of United States bonds, high-grade corporate and municipal bonds and equities, bank certificate of deposit, and government insured mortgage loans. This investment account shall provide suitable income terms, and be easily liquidable in the event of unanticipated emergencies.
2. At the end of each fiscal year, whenever total income exceeds total expenses, such net income may be credited to the Union reserves whenever its net worth is less than two (2) times the annual income.

#### **H. Reserve Benefit Fund**

1. Subject to the provisions of Paragraph 2. below, when reserves are at a maximum specified in Section G. of this Article, or have reached the maximum after part or all of the aforementioned net income has been transferred to said reserves, the balance of the net income may be placed into a Reserve Benefit Fund. Such fund shall not exceed two (2) times the annual income, and must be utilized solely for the payment of such benefits as are authorized by the Board of Directors. The Board of Directors may authorize assessments to replace any monies drawn from the fund.
2. In the event serious financial losses are suffered by the Union, the International President may ballot the Board of Directors for approval to credit all net income to net worth and reserves.

#### **I. Dues Refund**

All net income not credited to applicable reserves as provided in Sections G. and H. of this Article or as outlined in the Policy Manual, Section XI., regarding the National Strike Fund shall be returned to the membership in good standing in the form of a prorated refund payable to those dues-paying members of record as of May 31 who are in good standing. Proration shall be on the basis of total dues paid for the preceding fiscal year. Such refund shall be payable not later than September 30.

**ARTICLE XII**  
**AGREEMENT APPROVAL VALIDATION**

**Agreement Approval Validation**

Conferences or negotiations shall not be initiated, carried on, or concluded in the name of the Union by any member, group or groups of members thereof to make or establish employment agreements relating to rates of pay, rules, or other conditions of employment, or any other agreements, contracts or documents of a similar or related character, or any other form of agreements, contracts or documents without prior approval of the Executive Board or the International President. Any and all agreements, contracts or documents of any and every character whatsoever shall not become effective, binding or operative unless and until they bear the signatures of the International President of the Union or other Officer(s) duly authorized so to sign by the Board of Directors or Executive Board.

Any and all agreements or memoranda of understanding (MOU) related to member self-reporting of potential violations of Federal Regulations to parties outside of AFA-CWA shall not become effective, binding or operative until the International President first provides signed approval of the agreement or MOU.

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**ARTICLE XIII**  
**TRUSTEESHIPS**

**A. Trustee Action to Protect the Union**

1. The International President, with the concurrent approval of the Executive Board, is authorized to take corrective action against a Master Executive Council or Local Executive Council, or any Officer or representative thereof, if any such Council, Officer or other representative, in the judgment of the International President and the Executive Board, violates or fails to comply with any of the provisions of this Constitution and Bylaws, or policies, or engages in financial malpractice or corruption, or embezzlement or misappropriation of funds.
2. Such corrective action may include, in the case of a Master Executive Council or Local Executive Council, the suspension or revocation of recognition of such Master Executive Council or Local Executive Council, its dissolution, the suspension or removal of any of its Officers or committees or representatives and the designation of a Trustee or Trustees over the affairs and property of the Master Executive Council.
3. The Master Executive Council or Local Executive Council or Officer or representative thereof involved, before any corrective action is taken, shall be given written notice of the charges and a reasonable time to prepare a defense and shall be afforded a full and fair hearing before the Executive Board on no less than twenty (20) days written notice.
4. The International President may cause written charges to be served, notice to be given and the Executive Board to be convened in order to initiate the procedures herein provided.

**B. Appeal and Review**

A Master Executive Council or Local Executive Council or Officer or any representative thereof involved may appeal the decision of the International President and Executive Board to the next ensuing meeting of the Board of Directors. Upon written request, the International President shall authorize flight pay loss and expenses for the flight attendant or flight attendants as to whom the corrective action was taken for attendance at said Board of Directors meeting. Notice of any such appeal shall be filed in writing with the International Secretary-Treasurer of the Union within one hundred and twenty (120) days after transmittal of the International President's and Executive Board's decision, and an appellant shall have the right to appear before the Board of Directors as provided herein. During the pendency of any appeal from the decision of the International President and Executive Board, said decision shall remain in full force. The Board of Directors shall affirm, reverse or modify the decision of the International President and the Executive Board.

**C. Duties, Rights and Obligations of Trustees**

In any case where the International President appoints a Trustee to take charge of and conduct the affairs of a Master Executive Council or Local Executive Council, such Trustee shall have the right, in the name of the Union, upon demand, to all of the funds, properties, books and assets of the suspended Master Executive Council or Local Executive Council whether obtained from the Treasury or from membership assessment or contribution, and shall hold such funds and properties in trust on behalf and for the benefit of the respective membership group involved, and to be expended in the conduct of their affairs. The International President may also appoint temporary officers and committees to serve under the supervision of a Trustee. Said Trustee and temporary officers shall be empowered to act in a representative capacity in the same manner and to the same extent as the deposed or suspended officers that they replace. A Trustee appointed under this rule may be removed, with or without cause, by the International President at any time.

**D. Termination of Trusteeship**

Such Trusteeship shall be terminated by direction, if any, of the Board of Directors, the Executive Board or the International President, as soon as in its or the International President's judgment the need for the same shall no longer exist, and thereupon the affairs and assets then held in trusteeship shall be returned to the respective local body. If appropriate, the Master Executive Council or the Local Executive Council or any officer or representative thereof shall be reestablished as provided in Article III of this Constitution and Bylaws.

**ARTICLE XIV**  
**ASSOCIATE MEMBERS**

**A. Associate Members**

1. A member in good standing at the time of retirement, loss of employment with an AFA-CWA carrier or loss of AFA-CWA representation, who is no longer eligible for active membership, and who is not employed where AFA-CWA is the member's bargaining representative, shall be eligible for Associate Membership for the purpose of participating in programs established for Associate Members upon payment of appropriate dues and qualification for such programs.
2. A person who has not previously been a member of AFA-CWA, who is employed as a flight attendant or aspires to such employment, and for whom AFA-CWA is not the bargaining representative, may apply to become an associate member for the purpose of participating in programs established for associate members upon payment of appropriate dues and qualification for such programs.
3. The International President may establish different programs for various subcategories of associate members. Commensurate dues for such subcategories shall be initially established by the International President and International Secretary-Treasurer, subject to ratification by majority vote of the Executive Board by mail ballot or in session or the Board of Directors in session.
4. Associate members shall not be eligible to vote or be candidates for International or other offices in the Union.

**B. Applications**

1. An individual who meets the criteria set forth in Section A. above shall complete the standard form provided for that purpose by the International Secretary-Treasurer of the Union. The completed application shall be forwarded to the International Secretary-Treasurer.
2. Each application for associate membership under Section A.2. above shall be investigated and either accepted or rejected by the International Secretary-Treasurer. The applicant may resubmit a rejected application to the Executive Board for an appeal of the International Secretary-Treasurer's decision. Any time the International Secretary-Treasurer becomes aware of any willful misstatements or the entering of untrue or misleading information or the withholding of essential or pertinent information on an application, the International Secretary-Treasurer shall take appropriate action.

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**ARTICLE XV**  
**ETHICAL PRACTICES CODE**

- A.** Every AFA-CWA officer and representative, whether elected or appointed, has a high fiduciary duty and sacred trust to serve the best interests of the members honestly and faithfully.
- B.** No AFA-CWA officer or representative should own or have a personal financial interest which conflicts with the full performance of her/his fiduciary duties. In particular:
  - 1. No AFA-CWA officer or representative shall have any substantial financial interest in any firm which bargains collectively with the AFA-CWA.
  - 2. No AFA-CWA officer or representative shall own or have a substantial financial interest in any firm which does business or seeks to do business with the AFA-CWA.
  - 3. For purposes of these rules a "substantial financial interest" is one which either contributes significantly to the individual's financial well-being or which enables the individual to affect or influence the course of corporate decision making. A substantial financial interest does not include stock in a purchase plan, profit sharing plan, or ESOP.
  - 4. An AFA-CWA officer or representative shall not be deemed in violation of these prohibitions with respect to any investments which are held in a mutual fund or a blind trust.
  - 5. No AFA-CWA officer or representative shall receive any compensation for serving on a corporate board of directors or similar position in which s/he serves as a representative of AFA-CWA, the flight attendants, or other employees of that airline. This paragraph shall not prohibit reimbursement for reasonable and customary expenses, or acceptance of travel passes, for the purpose of fulfilling the duties of such position.
- C.** No AFA-CWA officer or representative shall accept any personal payment of any kind from an employer that bargains collectively with the AFA-CWA, or from a business or professional enterprise which does business or seeks to do business with the AFA-CWA, other than regular pay and benefits for work performed. "Personal payment" as used in this paragraph does not include flight pay loss, passes, or similar benefits received pursuant to a collective bargaining agreement or in the normal course of union business.
- D.** No AFA-CWA officer or representative shall enter into any negotiations and/or agreements with an airline's management concerning or referring to Flight Attendants without the express knowledge and consent of that airline's Master Executive Council President or her/his designee.
- E.** No AFA-CWA officer or representative shall convert any property belonging to, or services purchased by, the AFA-CWA to the individual's personal advantage.
- F.** Every AFA-CWA officer or representative shall carry out her/his AFA-CWA office or appointment in a manner that gives full recognition, in connection with affairs of the AFA-CWA, to the right of union members to assemble freely, attend AFA-CWA meetings, express views, arguments and opinions, nominate candidates for AFA-CWA office, run for AFA-CWA office, and vote in AFA-CWA elections, except to the extent such rights are limited by provisions in the Constitution and Bylaws of the AFA-CWA. No AFA-CWA officer or representative shall penalize, discipline, or otherwise interfere with, or retaliate against any union member for exercising such a right in connection with the affairs of the AFA-CWA.
- G.** No person who is convicted of any felony involving the infliction of grievous bodily injury, any crime of dishonesty, or any crime involving abuse or misuse of such person's position or employment in a labor organization or an employee benefit fund shall serve as an AFA-CWA officer or representative.

**H.** This Code shall be enforced by the following process:

1. The International President of the AFA-CWA shall appoint a standing Ethical Practices Committee consisting of three (3) regular members and one (1) alternate member from the AFA-CWA Executive Board and one elected AFA-CWA International Officer who shall serve as Chairperson of the Committee. The term of office for the members and alternates shall be for two (2) years commencing the January 1 following their appointment, until reappointed, or until their successors have been appointed.
2. Charges of violations of this Code along with substantiating documentation, shall be referred by a member(s) of AFA-CWA to the Ethical Practices Committee for review and recommended disposition.
3. The Ethical Practices Committee shall have the authority to investigate and, where it finds reasonable cause to believe that a violation of the Code may have occurred, to bring the matter to an appropriate hearing before the AFA-CWA Hearing Board, if the matter is not otherwise resolved.
4. All charges and investigations shall be kept confidential unless and until the Ethical Practices Committee finds reasonable cause to bring the matter to a hearing. The Committee shall adopt reasonable measures to ensure that confidentiality is maintained, including enforceable sanctions for breach of confidentiality. Confidentiality applies throughout the process not only to the Ethical Practices Committee, but to all individuals involved.
5. Fundamental due process shall be afforded to the individual charged in connection with any such hearing.
6. Following completion of the hearing, the Hearing Board shall issue a written decision containing its findings and recommendations to the AFA-CWA International President and Executive Board.
7. Where a violation is found, the recommendations shall include an appropriate recommended penalty up to and including removal from service as an AFA-CWA officer, representative, and/or employee.
8. Notwithstanding the provisions of Article X. of the AFA-CWA Constitution, the Executive Board shall have the final decision in the matter and shall permit the individual charged a reasonable opportunity, upon request, to present his or her position to the Board prior to rendering a final decision. No appeal may be taken to the AFA-CWA Appeal Board.
9. There shall be no retaliation against any AFA-CWA officer, representative or member for filing a charge alleging a violation of this Code.

**Policy Manual**

**Of The**

**Association of Flight Attendants-CWA,**

**AFL-CIO**

***Foreword***

This AFA-CWA Membership Policy Manual has been published at the direction of the Board of Directors for the information of all Union members. You are urged to review the contents carefully and familiarize yourself with the policy actions of the Union's governing bodies, which you will note concern your relationship with the Union and its members, as well as aspects of your professional career.

Those actions of the governing bodies which embrace negotiating and air safety policies, International Office administrative guidelines, and all other Union policies not contained in this membership policy compilation can be reviewed in consultation with your Local Council Officers, who are being furnished with such policy material in special manuals being issued to them.

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**SECTION I**  
**GENERAL ADMINISTRATION**

**A. Union Management**

The International President will be responsible for discharging all affairs of the Union in a manner that will preclude discrimination based on age, color, disability, marital status, national origin, race, religion, sex or sexual orientation.

**B. Office**

A continued effort should be made to fully staff all departments where shortages exist and take steps to fully mechanize all department functions affecting flight attendants. Liberal and fair working conditions, wages and practices should be continued with the Union's employees so that AFA-CWA may be an example of enlightened employer-employee relationships. A program should be initiated of staffing departments at a junior level in order to train a portion of the Union's employees. At least one (1) International Officer shall be available to the International Office except during Board of Directors meetings and meetings of the Executive Board.

**C. Field Offices**

The International President shall undertake a program to provide office facilities for Local Council Presidents located in the respective domiciles of each Council and for the Master Executive Council Presidents located in the city where their respective corporate headquarters are established, wherever possible, and establish the required monetary contribution toward the support of such Field Offices under applicable monthly council allowance policy, and policy providing for reimbursement of Master Executive Council operating expenses.

1. In the event of a merger involving one or more AFA-represented carriers, offices may be maintained in a city(ies) determined by the MEC(s) until ratification of a merger contract.

**D. Assistants to the International President**

1. Up to five (5) positions may be established for full-time Assistants to the International President, appointed by the International President with the approval of the Executive Board. The Assistants are to be responsible to and assist the International President in supervising the affairs of the Union, seeing to the discharge of Union functions and coordination of its activities, supervising managerial functions and duties of the Union and to further the objectives of the Board of Directors and the Executive Board.
2. The duties of an Assistant to the International President may include, but not be restricted to the following:
  - a. Assignment as a field representative.
  - b. Availability to Master Executive Council officers on a supply and demand basis to assist in Master Executive Council administration and/or Master Executive Council organization.
  - c. Assignment to special projects in the discharge of Union business.
  - d. Coordination of International Office training programs.

Whenever the job requirements indicate, such position shall be restricted to a member in good standing. All efforts should be made to fill the position of Assistant to the International President with a qualified member in good standing.

3. The salary of the position will be determined by the International President of the Union.

**E. Mail**

Certified mail-return receipt requested may be utilized for all mailings which presently require registered mail-return receipt requested.

## **F. Training**

1. Within sixty (60) days of notification of a category election, Basic Leadership Training shall be made available for one (1) newly elected representative from each Local Executive Council and Master Executive Council. The cost of such training shall be allocated from the Basic Leadership Training budget. Newly organized carriers will have one (1) space at the next Basic Leadership training program from each LEC and MEC regardless of Election Category, the cost of such training to be borne by the International Office. Additional representatives who desire training will be permitted to attend provided that:
  - (a) there is space available in the class, and
  - (b) the cost of such training will be borne by the Local or Master Executive Council that desires the representative be trained.At the discretion of the Local Council President or Master Executive Council President, training slots may be given to another Council.
2. The ISR Field Training Budget shall be adequately funded to cover all expenses associated with training budgets for councils with under seven hundred fifty (750) flight attendants, except for flight pay loss and travel expenses.
3. Training seminars can be conducted by qualified representatives, including experienced Local Council Presidents, appointed by the International President whenever possible and practical.
4. The International Office shall also provide additional training to prepare new officers or update current officers with emphasis on day-to-day Local Council problems.
5. Newly elected Local Council Presidents and newly elected Master Executive Council Presidents will be given pertinent information to facilitate their transition to their new office. This information can be provided by the Master Executive Council President and/or her/his designee, and will include, but will not be limited to, an updated phone list of the member carrier's Officers, committee persons and Board of Directors phone list.
6. A Parliamentary Procedure Session shall be scheduled in conjunction with the annual Board of Directors Meeting.

## **G. Officer and Administration Transition**

In order to maintain the continuous representation of our members following any election and to help facilitate as smooth a transition from one administration to another, the following procedures have been set into place.

Following each election, it is the responsibility of each elected officer (outgoing and incoming) to maintain the highest level of representation to all AFA members. All elected officers are charged with ensuring that all union files, equipment and assets are protected and returned to the union for safekeeping to be turned over to the incoming President once that President takes office.

1. Administrative
  - a. Communication: With the certification of election results, the outgoing officers will at once include the incoming officers on all correspondence between AFA-CWA and the Company, the International Union, the MEC and any other relevant parties. Nothing in these procedures prevents the current LECP/MECP from holding in confidence any and all information gained by virtue of a signed confidentiality agreement.
  - b. Meetings: The two months following the certification of election provides an ideal opportunity for the incoming officers to attend meetings that may enhance their knowledge of the organization and union/management relations. It is the responsibility of the current officers to ensure that the newly elected officers are invited to attend all such meetings, as long as the local budget allows.
  - c. Airline Management: At a minimum, a letter of introduction will be sent from the current officers to all appropriate management advising them of the election results and the term of office.

- d. Union Activists: A complete list of all committee members will be provided by the current leadership to the newly elected officers. This list will include all known AFA equipment in the possession of each individual committee member. In addition, a copy of the communication from the current LECP to the committee members advising them that all equipment and files are the property of the union and must be returned when they complete their term will be included as part of this list.
- e. In-Person Meeting: No later than thirty (30) days prior to the start of the new administration, a joint meeting will be held between the outgoing LECP/MECP and the incoming LECP/MECP. During this meeting a review of all administrative issues and a complete accounting of the Union's assets will be provided by the outgoing LECP/MECP to the incoming LECP/MECP. Special attention will be given to briefing the newly elected officers on the status of all outstanding grievances.
- f. Contact Information: AFA International will contact elected representatives for current mailing, telephone, and e-mail information to ensure they get on the appropriate distribution lists.

## 2. Union Assets

- a. Budget: An accurate budget report will be provided by the International Secretary-Treasurer to the newly elected officers no later than 30 days prior to the start of the new term of office.
- b. Union Property: A full accounting and inventory list of all union property assigned to that LEC/MEC will be supplied to the newly elected officers by the current officers no later than thirty (30) days prior to the start of the term of office. These items as applicable shall include, but not be limited to:
  - (1) All property purchased by the union, for example: office furniture, office equipment (for use in and out of the office), cell phone, pagers, all communication devices, etc.
  - (2) All Union files – (files maintained in the union office and out of the union office by committee members or other officers) These files shall include but not be limited to: negotiations notes, grievances, membership lists, activists lists, and general files.
  - (3) No officer will dispose of any AFA property (files, furniture, electronic devices, etc.) without the prior knowledge and consent of the AFA International Secretary-Treasurer.
  - (4) Access to the Union website (excluding password which will be supplied on the last day of the month prior to the start of the term of office).
  - (5) Phones and phone lines, both for in office use and use by committee members.
  - (6) Credit Cards and Bank Accounts.
  - (7) Membership lists, including any and all email lists.
  - (8) Access to the union bulletin board and union lock box.
  - (9) A complete listing to include vendor, address, monthly payment and monthly due date of all fixed expenses. A copy of a current statement if available will be provided with each fixed expense. For example: monthly rent, cell phone bills, office phone lines, office equipment lease, etc. It is also understood that the outgoing LECP will brief the incoming LECP on expectations for flight pay loss (FPL) for the council.

## 3. Mediation

At any time, either the current LECP/MECP or the LECP/MECP-elect can petition the International President for the services of a neutral mediator to resolve any conflict.

## H. Local Council Meetings

- 1. At least one (1) Local Council meeting will be held prior to the Board of Directors meeting to discuss agenda items for the Board of Directors meeting.
- 2. Every effort will be made to hold one (1) Local Council meeting prior to any Master Executive Council meeting to discuss agenda items for the Master Executive Council meeting.
- 3. Local Councils located at the same domicile shall hold at least one (1) joint membership meeting each year.

## **I. Establishment of Local Councils**

1. For the purpose of establishing more than one (1) Local Council on an airline or establishing a new Local Council, the membership on the carrier in the Local Councils should meet both of the following criteria:
  - a. Total membership on the airline should exceed four hundred (400) active members in good standing.
  - b. Each Local Council should have over one hundred (100) active members in good standing.
2. In accordance with Article III.C.1.c. and Article III.C.3.d., each domicile with less than one hundred (100) members in good standing, shall be encouraged to elect a Local Council Representative.
3. In the event the Master Executive Council feels it is necessary to establish Local Councils outside these criteria, the Master Executive Council may petition the International President.

## **J. International Historian**

There shall be a position of International Historian charged with preserving, collating, and safeguarding flight attendant historical items.

## **K. Constitution and Bylaws**

Copies of the Constitution & Bylaws shall be available to the membership through their Local Councils. Distribution of the revised Constitution & Bylaws to the Local Councils shall be accomplished by the International Office within one hundred-twenty (120) days of receipt of the transcript from the Board of Directors meeting.

## **L. Awards**

### **1. Edith Lauterbach Merit Award**

An AFA-CWA Edith Lauterbach Merit Award will be conferred on an outstanding union worker each year, when possible. The recipient and award will be determined by a Presidential Committee.

### **2. Ada Brown Greenfield Lifetime Achievement Award**

Ada Brown Greenfield Lifetime Achievement Award will honor a Member at or near retirement who has distinguished her or himself through a lifetime of contribution to the advancement of our Union.

#### **Award:**

The Ada Brown Greenfield Lifetime Achievement Award is not to be awarded on an annual basis, rather only when a deserving Member is identified. Not more than one award shall be conferred each year.

#### **Nominee Criteria:**

Exhibit a lifetime of achievement rather than a single contribution, no matter how monumental.

Be a role model and an inspiration to colleagues through her/his work for our Union.

Be esteemed for her/his high level of professional and personal integrity.

#### **Eligibility:**

The lifetime achievement being honored must meet at least two of the following measures:

Has written or published papers, books, articles, etc., relating to our Union and our profession.

Has been active in promotion and/or dissemination of information about the flight attendant profession, trade unionism, or civil aviation with an emphasis on cabin crew history.

Has pioneered creative and unique opportunities to further membership involvement in their Union.

Has been active in community based groups where knowledge of flight attendant history, civil aviation history and/or labor movement history is shared.

Has twenty (20) years or more of significant contribution to our Union as an elected officer, appointed committee members and/or volunteer.

The Executive Board retains jurisdiction over exceptions to the eligibility requirements.

#### **Nominations:**

Nominations will be considered in years when the Board of Directors meets in regular session.

Nominations will be accepted until November 1 **or the due date for advanced agenda items, whichever is later. (Board 2015).**

Nominees must receive a minimum of two (2) nominations in the form of a letter, not to exceed two (2) pages submitted to the International President.

No individuals may nominate her or himself.

#### **Selection Process:**

In years where there is a nominee(s) for the Ada Brown Greenfield Lifetime Achievement Award, the International President will notify in writing and provide copies of all submissions to the Executive Board. All nominations will be considered by the Executive Board. A simple majority of Executive Board members will be required to ratify selection. The International President may break a tie. The Executive Board will confer during the next regular scheduled conference call following the close of nominations. **(Board 2015)**

Upon ratification by the Executive Board, the International President will notify the honoree immediately in writing.

#### **Presentation of Award:**

The Ada Brown Greenfield Lifetime Achievement Award shall be presented during the regularly scheduled meeting of the Board of Directors.

The award shall be a suitable gift in keeping with the philosophy of our Union and the focus of the recipient's contribution to our Union.

### **3. Terri Owen Government Affairs Activist Award**

The Terri Owen Government Affairs Activist Award is established to honor an AFA-CWA member whose actions have significantly contributed to the advancement and protection of our profession and our union through dedication to AFA-CWA Government Affairs Programs.

#### **Award**

The award will be presented at an annual Board of Directors meeting.

#### **Nominations and Selection**

Nominations for the Terri Owen Government Affairs Activist Award may come from Int'l Officers, MEC and LEC Presidents, MEC Legislative Affairs Committee Chairs and the Director of the AFA-CWA Government Affairs Department.

Nominations and the selection of the Award recipient will be governed by the Political/Legislative Policy Committee in consultation with the AFA-CWA International President.

#### **Criteria and Eligibility**

Criteria for this Activist Award shall require that the nominee have accomplished two or more of the following criteria in order to be nominated and receive the award:

Created and implemented a FlightPac fundraising campaign.

Shown outstanding service as a chair of an MEC or LEC Legislative Affairs Committee.

Participated extensively and successfully in lobbying for AFA-CWA's legislative agenda.

Demonstrated continuous active participation in campaigns of AFA-CWA endorsed candidates for public office.

Served on national, state or local AFL-CIO Organizations such as Executive Councils, Executive Boards, Labor Councils, Labor Federations or labor-sponsored legislative groups.

Conducted successful voter registration programs at AFA-CWA councils.

4. **Air Safety Award** (See Pages 105-106)

5. **Air Safety Certificate of Recognition** (See Page 106)

6. **C.B. Lansing Award for Heroism** (See Page 106)

7. **Peggy Price LEC EAP Award** (See Page 138)

#### **M. Scholarships**

1. The Association of Flight Attendants-CWA Scholarship Fund was established in 1994 to provide financial assistance to dependents of flight attendants as our commitment to education. A \$5,000 contribution is made to the fund on the first day of business of January each year beginning in 1997. See Scholarship Brochure for further details.
2. The James Morris Memorial Scholarship Fund was established to assist AFA-CWA members and their dependents to study labor related courses. A contribution of \$3,000 will be made annually to be administered in the same manner as the AFA-CWA Scholarship. In the event the James Morris Scholarship is not awarded, the \$3,000 shall revert to the AFA-CWA Scholarship Fund and be awarded as an additional scholarship in the name of James Morris.

**N.** AFA-CWA, through the International Officers, Master Executive Councils and Local Councils, shall strive to maintain and strengthen our alliances with other unions and the AFL-CIO at all levels of the labor movement (airline, city, region, and national).

**O.** Where a member desires to accept a position with the AFL-CIO and the International President determines that acceptance of such position will be in the best interest of AFA-CWA, the International President, working with the Master Executive Council President at the carrier, will assist the member in obtaining a union leave, which provides for the retention and accrual of seniority at the carrier.

**P.** At all meetings of the Board of Directors, guest speakers and presentations will be limited to the first day of the meeting.

#### **Q. Recognition for Local Councils**

A Local Council achieving ninety eight percent (98%) of dues paying members shall be recognized in the year this is met with a certificate of recognition to be presented by the presiding Board of Directors.

#### **R. Founders Day**

In 1945, five brave Stewardesses working for United Airlines formed the first union for Airline Stewardesses. Ada Brown Greenfield, Frances Hall, Edith Lauterbach, Sally Thometz, and Sally Watt Keenan named their Union the Air Line Stewardess Association (ALSA). This was the beginning of our Union, the Association of Flight Attendants - CWA. The Foundation they laid has allowed us to build the profession we now call Flight Attendant. In honor of our founders, October 1<sup>st</sup> is the official AFA-CWA Founders Day on which we will pause around the world to remember our Founding Mothers and reflect upon their contributions to our profession.

**SECTION II**  
**UNION COMMUNICATION PROCEDURES**

**Union Communication Procedures**

Communication procedures of AFA-CWA will be conducted in accordance with the following:

**A. Local Council Communication**

The Local Council is the basic membership group through which the individual member is represented in AFA-CWA. The Local Council officers are the elected representatives of the Local Council, and the Local Executive Council is the voice of the Local Council membership on the local level. Accordingly, the following procedures then apply:

1. All local committees operate under the jurisdiction of the Local Executive Council whose spokesperson is the Local Council President.
2. A Local Council committee delegated to determine the Local Council's opinion or position on a certain subject will furnish its completed work to the Local Council President or the President's designated representative for subsequent transmission to the proper body.
3. If the Local Council President designates some other member to represent her/him or the Local Executive Council, then such member, in carrying out that designated mission, shall make it clear to the company or other pertinent body that s/he has been so designated by the Local Council President.
4. Upon utilizing the International Office or any other facility for reproduction and/or distribution of communications, verification will be furnished that the project has been approved by the Local Council President.
5. When individual members have an individual problem, then clarification of such will be made through the Local Council President, the President's designated representative (which may be the member concerned) or pertinent committee. Individual members will not circumvent their Local Executive Council by attempting to resolve a Local Council problem on a personal basis.

**B. Local Council Handbook**

A Local Council Handbook shall be provided to all Local Council Officers for use in discharging all Council duties. This handbook shall be updated no later than August 1 of each year following the annual Board of Directors meeting.

**C. Master Executive Council Communications**

As the Local Executive Council represents the membership on the local level, the Master Executive Council Officers are the elected union representatives of that airline system-wide and the Master Executive Council President is the spokesperson for the union on that airline. Therefore:

1. All Master Executive Council committees and all Local Executive Councils operate under the jurisdiction of the Master Executive Council whose spokesperson is the Master Executive Council President.
2. A Master Executive Council committee delegated to determine the Master Executive Council's position or opinion on a certain subject will furnish its completed work to the President, or the President's designated representative for subsequent transmission to the proper body.
3. If the President designates some other member to represent the President or the Master Executive Council then such member in carrying out such mission shall make it clear to the company or other pertinent body that that member has been so designated by the President.

4. Master Executive Council committees or representatives will confine their activities within channels commensurate with their authority unless otherwise designated. For example, a Master Executive Council Central Safety Committee would be normally communicating with the airline or government staff conversant with the immediate problem. If difficulties arose and it was necessary to go to the company Vice President or Governmental Assistant Director level, the President would normally do the communicating and would brief and copy the AFA-CWA International President on such activities. If the subject needed to be carried further, then the normal procedure would be for the AFA-CWA International President to contact the airline President or Government Director in an effort to successfully conclude the matter.
5. Upon utilizing the International Office or any other facility for reproduction and/or distribution of communications, verification will be furnished that the project has been approved by the President.
6. The President shall prepare an activity sheet containing information on activities in safety, grievances, problems and general developments to be published by the International Secretary-Treasurer on the tenth of each February, April, June, August, October and December with the information being received from the President no later than the twenty-fifth (25th) of the month prior to publication.
7. All Presidents will forward scheduling policies, weight and appearance standards, crew complement standards and all System Board decisions of that airline to the International Office for use by other airlines and such information shall be kept current.
8. All Presidents will submit, and the International Office will maintain, a guideline for Professional Standards for use by other airlines.

#### **D. AFA-CWA-Wide Communications**

It is of the utmost necessity that Union prestige and coordination be maintained in communicating, either orally or in writing, with the general public, the press, the aviation industry, the ATA, and with government agencies. The Union cannot afford to have unauthorized members making indiscriminate statements without first obtaining approval from the International President or the International President's designated representatives. Generally, therefore, communication in the following categories should be processed through the International President.

1. Any communication with an airline relating to any amendment or alteration of an employment agreement.
2. Any communication with the major executive officers of an airline, aircraft manufacturer, governmental agency, etc., on the subject of Union policy, projects or items of overall Union interest.
3. All interviews, articles and references relating to an individual airline cleared through the respective Master Executive Council before publication.
4. Press release on subjects of overall Union interest.
5. In cases involving airline accidents, hijacking, etc., members of the Union shall not commit themselves orally or in writing, and shall refuse to give any statement.
6. Communications with members of Congress, congressional committees, etc., on items of Union policy and AFA-CWA projects.
7. The Union shall use all available resources to maintain and promote our professional image.

#### **E. Centralized Arbitration Reference File**

The Office of the International President shall be responsible for keeping an up to date record of all airline arbitration decisions, on file by subject, and provide copies of the record to each Master Executive Council President and that person's Staff Negotiator. In addition, a current list of all practicing arbitrators recommended by AFA-CWA and other unions shall be maintained with copies provided to each Master Executive Council President and that person's Staff Negotiator.

#### **F. By-Passing AFA-CWA Channels**

Any member or members who assume the responsibility of circulating improperly processed communications, briefs, or other various forms of propaganda, rather than working through regular established Union channels of representation, shall be considered in violation of Article X.A.1. of the Constitution and Bylaws and will be subject to discipline in accordance with the provisions of Article X.

#### **G. Communications With Other Labor Organizations**

Every effort shall be made by the Union to improve communications and coordinate endeavors in fields of mutual interest with other labor organizations.

#### **H. Requests for AFA-CWA Membership Lists**

Due to almost daily requests from individual members and outside business concerns who desire to use the AFA-CWA membership roster for commercial and political purposes, it is Union policy not to make such local, area, regional or national AFA-CWA mailing lists available.

#### **I. Income Tax Services**

The Union shall not provide income tax services for its members. In the event that legal action is taken against any member as the result of a non-resident state income tax levy, the member shall immediately notify the International President through that member's Council representatives.

#### **J. Flightlog**

Flightlog is the Union's house organ and means of union-wide communication to its members. AFA-CWA shall encourage the selling of advertisements as a means of financial self-support. Furloughed members will continue to receive Flightlog for a period not to exceed one (1) year from date of furlough.

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**SECTION III**  
**PUBLIC RELATIONS**

- A. AFA-CWA public relations should advance:**
1. The interests of flight attendants as safety professionals and as one of the essential legs of the airline safety triangle with pilots and maintenance personnel.
  2. The role and responsibility of flight attendants as specifically dedicated to passenger safety concerns in the cabin.
  3. The importance and equity of fair rates of pay, rules and working conditions established through the collective bargaining process.
  4. AFA-CWA as a national organization.
- B.** Public relations plays a vital role in AFA-CWA's efforts by providing the focal point for liaison with the community as well as a key link in the Union's two-way communications with the membership.
- C.** Any inquiries from local offices of national news media or questions on topics relating to overall AFA-CWA policy should be referred to the International President's department at the International Office. Local Executive Council generated news stories or responses to local press inquiries should, of course, first be "cleared" with your Master Executive Council and, in cases involving a non-local subject, with the International President's office.

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**SECTION IV**  
**ACCOUNTING AND FINANCE**

**A. Allowable Expenses**

1. Allowable Expenses When Properly Substantiated
  - a. The most economical transportation should be used while on Union business. Rental cars may be used with approval of the appropriate Local Council President or Master Executive Council President. Taxi fares in excess of five dollars (\$5.00) must be accompanied by a receipt.
  - b. Automobile expenses will be allowed at the current maximum IRS rate per mile. For 2015 that rate is \$0.575 per mile.
  - c. Allowable meal expenses for all locations are as follows: breakfast up to ten dollars and (\$10.00); lunch up to fifteen dollars (\$15.00); dinner up to twenty-three dollars (\$23.00).
  - d. Reasonable and adequate hotel accommodations, in the form of single rooms, will be provided, unless otherwise specified. If price, availability, location and amenities are comparable, preferred lodging is at a union hotel.
  - e. Reasonable telephone and telegraph expenses, installation charges, necessary to conduct Union business.
  - f. Reasonable expenses, such as tipping (not to exceed 20%) and laundry expenses, for meetings of five (5) days duration or more.
  - g. Reasonable expenses for porter tipping.
  - h. Allowable expenses up to ten dollars (\$10.00) per hour for child care with receipt and approval of Local Council or Master Executive Council President.

**B. Master Executive Council Expenses**

1. There shall be no salary in connection with an office of a Master Executive Council. Ordinary Master Executive Council operating expenses shall be paid by the Union. Flight pay loss and expenses of Master Executive Council officers, incurred while performing required duties of such office, shall be paid by the Union.
2. The President shall have the authority to release anyone whom that President deems necessary for the purpose of conducting Master Executive Council business.
3. The President or the President's designee shall submit to the International Secretary-Treasurer of the Union by the tenth (10th) of each month a report of the previous month's releases, number of days involved and the project(s) to be charged.
4. Each Master Executive Council has responsibility over its budgeted funds and their use, as long as they are not in conflict with the Constitution and Bylaws or Policy Manual.
5. Each airline Master Executive Council will be responsible for budgeted funds in the areas of Master Executive Council Administration, System Board of Adjustment, and Negotiations of the airline involved. Such funds are used at the direction of the Master Executive Council.
6. Each Master Executive Council will keep the International Office advised on authorized expenditures so that the International Office can verify bills and charge proper budgetary accounts. Charges against Master Executive Council budgetary accounts are to be reviewed by the President on receipt of monthly statements. Any differences should be reported to the International Office as soon as possible. Any unresolved differences will be presented to the next Executive Board in session for settlement.
7. Twenty percent (20%) of all Master Executive Council controlled budget surplus, not to exceed twenty-five thousand dollars (\$25,000.00), may be carried over in succeeding years.
8. The President may transfer funds from the System Board of Adjustment to Master Executive Council Administration at the end of the year if a surplus exists in the System Board of Adjustment budget.

9. Budget allotments during work stoppages.

During an AFA-CWA or non-AFA-CWA work stoppage on any carrier, fifty percent (50%) of the monthly allotment for each Master Executive Council shall be allowed for the first ninety (90) days and twenty-five percent (25%) thereafter.

10. Each Master Executive Council will be allowed to use a portion of its allocated funds for miscellaneous needs, such as flowers, non-alcoholic beverages at meetings, or any other expenses deemed necessary by the Master Executive Council when substantiated by receipt.
11. When making equipment purchases of over five hundred dollars (\$500.00) in value, the International Secretary-Treasurer of the Union should be notified so that these items may be added to the fixed asset records of the Union.
12. Upon receipt, thirty-five (35%) percent of the initiation fee collected from members on each airline will be credited to the Master Executive Council budget on that airline.
13. Funds will be allocated only to the Transitional Master Executive Council to be utilized by Transitional Master Executive Council and Local Executive Council representatives for purposes of furthering the goal of attaining a first collective bargaining agreement. The Transitional Master Executive Council shall decide the allocation of funds between each Local Council on the basis of relative per capita membership. Total funds allocated to the Transitional Local Executive Councils shall not exceed fifty (50%) percent of the Transitional Master Executive Council budget. For purposes of this provision, the Transitional Master Executive Council budget shall not include the amount budgeted for negotiations.
  - a. The following provisions of the Policy Manual shall not apply to a Transitional Local Executive Council or Master Executive Council:  
Section IV.B.7. and 8.; Section IV.C.1., 1.a., and 1.b.

**C. Local Council Expenses**

1. Effective June 1, 2013, each Local Council will be allowed a regular monthly allowance based on twenty percent (20%) of the total monthly dues including service charge monies of the Council affected. However, in no event shall the monthly allowance be less than \$2,500.00 or an amount equal to twenty percent (20%) of a total of 100 members' and service charge payers' dues. Fifty percent (50%) of any funds remaining at the end of the fiscal year are to be carried over into the succeeding year's local budget. All remaining funds are to be returned to the Airline Master Executive Council Administration fund.
  - a. All allowances are issued on a monthly basis; any unused portion will be carried over into succeeding months unless deemed necessary for use by the Master Executive Council with the approval of the Local Council President involved.
  - b. Upon receipt sixty-five (65%) percent of the initiation fee collected from members in each Local Council will be credited to the Local Executive Council budget for that council.
  - c. Council Officers and their appointed representatives will be reimbursed for reasonable incurred expenses while on local Union business for the Local Council. The expenses are never to exceed the allowable amounts set forth in the Policy Manual.
  - d. During an AFA-CWA work stoppage on any carrier, fifty percent (50%) of the monthly allotment for each Local Council budget shall be allowed for the first ninety (90) days and twenty-five percent (25%) thereafter.
  - e. During a non-AFA-CWA work stoppage on any carrier, twenty-five percent (25%) of the monthly allotment for each Master Executive Council and Local Council budget shall be allowed for the duration of the work stoppage.
2. AFL-CIO Affiliation Fees Allowable

Local Councils may apply for fifty percent (50%) of a Council's cost of affiliating with an AFL-CIO Central or State body, or for Councils located outside the United States, with an ITF affiliate or a coalition of ITF affiliates. Councils outside the United States may also

apply for fifty percent (50%) of the cost of affiliation with a National/Regional Trade Union Board within their geographical area. Any non-U.S. affiliation must have the prior approval of the International President of AFA-CWA. Councils must have assumed the first year's fees and be active members. Nothing shall prohibit a Local Council from other affiliations or absorbing the entire cost of any affiliation. The allowances will be reviewed by the International Secretary-Treasurer of the Union in consultation with the Local Council President.

- a. In New Alliance States fifty percent (50%) of a Local Council's cost of affiliating with an AFL-CIO Central and State Body will be paid by the International Office budget. Local Councils may apply for reimbursement of the full cost of affiliating with New Alliance State and Central bodies, however, full reimbursement will be approved only upon demonstration that the Local Council participates in the State and Central body to which affiliated. The demonstration of participation by the Local Council will be established through consultation between the Local Council President and the International President, allowing for the uniqueness in size of the Local Council and frequency of meetings in the State and Central body. Allowances will be reviewed by request of the Local Council President to the International Secretary-Treasurer of the Union.

### 3. Special Allowance

- a. Local Councils may receive an additional monthly allowance for a specified period of time to initiate projects or to cope with unusual circumstances. In order to receive a special allowance, the Local Council President must receive prior approval from the International Secretary-Treasurer of the Union. The request from the Local Council President will include the desired sum and the reason for the request. The International Secretary-Treasurer will determine if a special allowance is necessary and if the sum requested is reasonable.
- b. All local councils located outside the United States may receive an additional monthly allowance not to exceed 25% of the council's regular monthly allowance. Such councils with memberships of less than 600 members shall receive said allowance automatically. In order for such councils with greater than 600 members to receive said allowance, the Local Council President shall review the request with the International Secretary-Treasurer of the Union who shall determine if a special allowance is necessary on a semi-annual basis.
- c. Reimbursement of Local Council expenses in excess of the regular allowance or any allowance not authorized in advance will not be allowed.
- d. The allowance, when just cause is shown, may be reduced, increased or withdrawn by the International Secretary-Treasurer of the Union at any time. A minimum of thirty (30) days notice should be given to the Local Council President involved.
- e. (1) Local Councils that do not receive "local council designated" Flight Pay Loss may receive an additional monthly allowance not to exceed 35% of the council's regular monthly allowance. Such councils with memberships of less than 400 members shall receive said 35% allowance automatically.  
(2) A special allowance for Councils with 400-499 members without Company provided Flight Pay Loss will be 25%.  
(3) A special allowance for Councils with 500-599 members without Company provided Flight Pay Loss will be 15%.

As these allowances above provide a disincentive to negotiate for company-paid Flight Pay Loss (FPL) for fear of losing this allowance, any decreases to these allowances will be phased out over the five years following successful negotiation of an equal or greater amount of company-paid FPL

- (4) In order for councils with 600 or more members to receive said allowance, the Local Council President shall review the request with the International Secretary-Treasurer of the Union who shall determine if a special allowance is necessary on a semi-annual basis.

#### 4. Local Council Hearing Expenses

When charges are preferred against a member and hearings are held by the Local Council in accordance with Article X. of the Constitution and Bylaws, necessary expenses incurred during the hearings shall, with prior approval of the International President of the Union or her/his designee, be paid to the Local Executive Council, its members, and those persons directed by the Local Executive Council to appear at the hearings.

#### 5. Expenses Not Allowed

Expenses incurred for the purpose of providing alcoholic beverages at Union meetings shall not be allowed.

#### 6. Each Local Executive Council will be allowed to use a portion of its allocated funds for miscellaneous needs, such as flowers, non-alcoholic beverages at meetings, or any other expenses deemed necessary by the Local Executive Council when substantiated by receipt.

#### 7. When making equipment purchases of over five hundred dollars (\$500.00) in value, the International Secretary-Treasurer of the Union should be notified so that these items may be added to the fixed asset records of the Union.

#### 8. Newly Established Local Councils

A minimum of one thousand dollars (\$1,000.00) shall be allocated to newly established Local Councils.

a. This amount may be increased at the request of the Local President and with the approval of the International Secretary-Treasurer, based on such factors as size, location and operational needs of the Council. The International Secretary-Treasurer shall determine if the requested sum is necessary and reasonable.

#### 9. Toll Free Telephone Access to the International Office

Telephone access will be provided via a toll-free number or a calling card where a toll-free number is not accessible. Such calling cards will be provided to the Local Council President. These expenses will be absorbed by the International Office.

### **D. Reimbursement Procedure**

#### 1. Flight Pay Loss Reimbursement Procedure - Reimbursement for Flight Pay Loss directly from the Union is accomplished by submitting a record of trips lost on a Union Report of Flight Pay Loss form which may be obtained from the Local Council President or the Accounting Department at the International Office. Such Report of Flight Pay Loss shall be submitted by the member at the time of trip(s) dropped and s/he shall be immediately reimbursed. Company pay vouchers for the month during which a trip(s) were lost must be submitted when received by the flight attendant.

#### 2. Expense Reimbursement Procedure

a. Reimbursement for expenses is accomplished by submitting a record of all expenses to the Accounting Department on Union Daily Expense Report forms, along with the required receipts, vouchers, and/or rail or airtickets. Contact the Local Council President or the Accounting Department at the International Office for expense forms.

b. Special attention should be devoted to stating the nature of Union business for which the expense reimbursement is being requested, so that the International Office may accurately charge the costs to the specific projects involved. Also, the name of the person authorizing the activity on which the expenses were incurred, and for which reimbursement is sought, must be included on the Union Daily Expense Report form if reimbursement is to be made. All reports must be signed when submitted.

c. The International Secretary-Treasurer of the Union shall issue a reimbursement check within fifteen (15) calendar days of receipt of a properly submitted expense reimbursement request.

### 3. Requests for Travel Tickets

- a. It is Union policy not to grant travel vouchers for travel over a member's own airline or when reciprocal travel is available on other airlines. For those unable to secure transportation to an AFA-CWA meeting, travel requests shall always be made in advance to the International Office.
- b. The most economical transportation should always be used consistent with all other considerations.
- c. Use air travel if working time and other expenses can be saved. AFA-CWA representatives should obtain non-revenue passes, and if this is impossible, discounted fares on their own or other airlines. Care should always be exercised in route selection. The Union can often help in securing non-revenue transportation. Air travel tickets must be attached to the Union Daily Expense Report form submitted to the Accounting Department at the International Office for payment.

### 4. Return of Vacation Days Lost

- a. The following procedure shall govern the return of vacation day(s) to Union representatives and Officers.
  - (1) Prior approval of performing required Union activities during a vacation period must be granted by the LEC/MEC President if these activities will result in Vacation Day(s) lost.
  - (2) It will be necessary for the LEC/MEC President to notify the International Secretary-Treasurer of the Union, prior to the start of vacation, which day(s) a representative will be performing Union activities during such scheduled vacation period. In the event the required Union activity is not known prior to the start of the vacation, the International Secretary-Treasurer will be notified of the vacation day(s) lost no more than thirty (30) days after the last day of the affected vacation.
  - (3) If vacation days are lost, such vacation return must be redeemed by the representative involved within one (1) year of the last day of the vacation lost or it shall be deemed to have been forfeited unless said representative notifies the International Secretary-Treasurer of the Union of circumstances which prohibit the use of vacation days within that year. An extension may be granted, on an individual basis, by the International Secretary-Treasurer due to extenuating circumstances, allowing the carry-over of vacation to the succeeding year(s). The International Secretary-Treasurer will advise the appropriate LEC/MEC President of the extension.
  - (4) It shall be the primary purpose of the Union to return the days lost to the individual involved. It will be permissible for the Union to monetarily, or with trip drop, reimburse the representative in accordance with the contractual provisions in effect with the company at the time the vacation was lost, and it shall be charged to the appropriate budget.

### **E. Time Limits for the Submission of Expenses and Flight Pay Loss**

1. Claims for personal, Local Council and Master Executive Council expenses and flight pay loss shall be submitted to the Accounting Department in a timely fashion not to exceed sixty (60) days, except end-of-year claims shall be submitted no later than May 15.
2. In the event of late submission, the International Secretary-Treasurer of the Union will act accordingly; however, in a dispute of payment the International Secretary-Treasurer will refer the disputed expense claim via agenda item to either the Board of Directors or the Executive Board, whichever is in session first, for approval. A late submission for expenses shall not automatically infer said claim is in dispute. This provision is not meant to preclude the responsibility for the timely submission of expenses.

### **F. Arbitration of Expense Disputes**

In the event of a difference of opinion as to authorization for AFA-CWA duties, as to the validity of the final claim for expenses or as to an allowance request, the Executive Board in session will promptly arbitrate the dispute.

## G. Budget

1. The AFA-CWA budget preparation process shall be considered a strategic planning process and part of the annual international program of the Union, with consideration for allocating resources to Union priorities. Budget preparation shall include (1) preparation by each Master Executive Council, for use by the Master Executive Council and LECs, of proposed Master Executive Council budget allocations and Master Executive Council action plans consistent with the international program, and (2) preparation by the International Office of proposed budget allocations and action plans consistent with the international program.
2. Master Executive Council Budget Formula
  - a. Master Executive Council budgets are based on a percentage of each carrier's adjusted dues. A formula is used to determine the exact percentage for the individual carrier. Should any carrier experience growth, the International Secretary-Treasurer will recalculate their MEC budget based on actual growth in order to provide the appropriate increased funding. The timing of such review will be twice annually, at 4 and 8 months into the budget year. At no time will the current MEC budget be reduced during the calendar year.
  - b. The carriers are divided into four (4) groups:
    - (1) Group I will be based on a projected dues income over \$549,648 and will be assigned a base factor of 9.3%.
    - (2) Group II will be based on a projected dues income of \$219,780 - \$549,648 and will be assigned a base factor of ten percent (10%).
    - (3) Group III will be based on a projected dues income of \$45,936 - \$219,779 and will be assigned a base factor of eleven percent (11%).
    - (4) Group IV will be based on a projected dues income under \$45,936 and will be assigned a base factor of thirteen percent (13%).
  - c. Factor weights, determined by the number of members on a Master Executive Council plus the three (3) Master Executive Council Officers, are added to these percentages. Factor weights will be as follows:
    - (1) Master Executive Council members representing only one (1) council will be two-tenths of one percent (.002).
    - (2) Master Executive Council members representing a council outside the United States will be 0.0042 percent.
    - (3) All other Master Executive Council members and the three (3) Master Executive Council Officers will be 0.0035 percent.
  - d. The total Master Executive Council factor weight added to the base factor is the Total Factor. This Total Factor is then applied to the carrier's adjusted dues to determine the Master Executive Council budget.
3. Budget reviews will be conducted on a monthly basis. B&E reports will be provided to each Local Executive Council and Master Executive Council no later than forty-five (45) days after the close of the month reported. Each Local Executive Council and Master Executive Council shall be given a minimum of thirty (30) days to identify any discrepancies or errors on their B&E prior to the closing of the books in each fiscal year. Any discrepancies or errors found shall be reported to the office of the International Secretary-Treasurer. Correction requests will be researched and processed within seven (7) days of receipt of the information by the International Secretary-Treasurer. Corrected reports shall be available no later than the next scheduled B&E. If any year-to-date budget category is exceeded by ten percent (10%) or more, written recommendation will be sent to the officer who is in control of the budget in question. The warning will request the reasons for the over-budget condition. If, in the opinion of the International President, proper rationale is provided, no action will be taken. If the Council cannot provide an adequate explanation and the over budget condition continues, specific action may be taken by the International President to insure budgetary compliance. Such action may include temporary curtailment of specific activities, the denial of expenses, or notification to the company that no further releases are

authorized.

4. The International President, with the mutual consent of the individual in control of a particular budget, may transfer funds from one (1) budgetary category to any other budgetary category.
5. The actual B&E reports are available for viewing by members in good standing. The reports are internal, not to be published either in print or electronic form.

#### **H. Expenses for the Board of Directors Meeting**

1. Expenses for attendance at the Board of Directors meeting will be authorized for all Local Council Presidents, or their elected delegates as defined in Article V. H., all Master Executive Council Presidents, Master Executive Council Vice Presidents, Master Executive Council Secretary-Treasurers, and International Officers.
2. Expenses may be authorized for attendance at the Board of Directors meeting for remaining Local Council Officers provided funds are available in the Local Council budget to cover the entire cost of attendance.

#### **I. International Officers Compensation and Benefits**

1. Total compensation for the International President will be 2.25 times 68 hours annualized at the highest AFA-CWA Flight Attendant's hourly pay (to include negotiated overrides, i.e., purser/lead, international rates, COLA, et al) in effect on March 1 of each year, plus an additional 11% (eleven percent) override of this figure, and allocation of this total amount for salary, retirement benefits and/or deferred compensation will be determined upon consultation with the International President subject to approval of the International Secretary-Treasurer. Such adjustments shall be effective the following June 1st of each year. Total compensation for the International President in 2015 shall be \$139,325. (Note: For the 2015-2016 budget year, the salary will remain at the 2014 level of \$133,486.)
2. Total compensation for the International Vice President and the International Secretary-Treasurer will be 80% of the International President's compensation (calculated at 2.25 times 68 hours annualized at the highest AFA-CWA Flight Attendant's hourly pay (to include negotiated overrides, i.e., purser/lead, international rates, COLA, et al) before application of the 11% override) plus an additional 11% (eleven percent) override of this 80% figure, and allocation of this total amount for salary, retirement benefits, and/or deferred compensation will be determined upon consultation with the respective Officers subject to approval of the International President. Such adjustments shall be effective the following June 1st of each year. The International Vice President and the International Secretary-Treasurer shall each receive \$111,460 in total compensation for 2015. (Note: For the 2015-2016 budget year, the salary will remain at the 2014 level of \$106,789.)
3. Insurance, vacation and other fringe benefits to the International Officers will be provided by AFA-CWA on the same basis as the maximum available to AFA-CWA employees or, at the option of each International Officer, be provided by AFA-CWA reimbursement to the International Officer's airline for such benefits under the provisions in effect on that carrier, provided that if the International Officer elects to be covered by the AFA-CWA employees' retirement plan or retirement plan on the International Officer's airline, the cost of funding such retirement benefits shall be paid the International Officer.

#### **J. Financial Support for Outgoing International Officers**

1. Outgoing International Officers receive financial support equal to four (4) months' salary paid in monthly or AFA-CWA payroll installments, except if said officer has been recalled in accordance with Article IX. A. of the Constitution and Bylaws. The Officers shall also be provided with continued insurance coverage by AFA-CWA while receiving financial support.
2. The financial support will extend until the day they receive compensation from any employer but in no case longer than four (4) months. The Union will make every effort to provide them with a temporary staff position until such time as training is available by their airline, except in the case of recalled officers, who will be afforded only thirty (30) days pay.

**K. AFA-CWA Equipment**

1. In the event of council closure any equipment purchased through a charge from a Local Council budget shall be turned over to the Master Executive Council at or before the date on which the council is closed. The Master Executive Council shall determine how the equipment is to be used. If such equipment is deemed to be surplus by the Master Executive Council, nothing will prohibit the Master Executive Council from returning the equipment to the International Secretary-Treasurer for redistribution to any other AFA-CWA carrier in need.
2. Equipment utilized by a carrier which is no longer operating or for whom AFA-CWA is no longer the bargaining representative, shall be returned to the International Secretary-Treasurer for redistribution to any other AFA-CWA carrier in need.

**L. Ethical Investment Policy**

AFA-CWA believes that its investments should be made in companies that have stable and secure working environments in which trade unions are recognized and employees are valued as the core element in the company's future well-being.

As a Union making investments, we look to the companies in which we invest to demonstrate their commitment to their employees by reference to the appropriate International Labour Organization (ILO) conventions which form the cornerstone of human rights in the work place. They cover:

- Freedom from discrimination;
- Freedom from bonded or forced labor;
- Freedom from oppression;
- Freedom of association;
- The right to organize and bargain collectively
- The right to equal remuneration.

AFA-CWA will achieve this objective through a policy of engagement and persuasion. AFA-CWA's investment managers are instructed to take account of the above principles, to bring this policy to the attention of those companies in which we hold shares who do not comply, and to seek to persuade them to take account of our principles.

AFA-CWA will monitor the compliance and progress of our policy continuously.

**M. Mobilization Fund**

Individual MEC's may apply for access to the AFA Mobilization Fund by putting forward a written proposal, including a budget request.

**N. IUFA (Independent Union of Flight Attendants) Asset Trust Fund**

Individuals may apply for access to the IUFA Asset Trust Fund by putting forward a written proposal to the IUFA Fund Committee, including a budget request.

**O. Expenses for a Delegate at CWA District Meetings**

A maximum of ten (10) hours of Flight Pay Loss (no expenses) will be paid by AFA-CWA International for one delegate from each local to participate in off CWA Convention years at the annual CWA District meeting. Reimbursement of Flight Pay Loss is contingent upon attendance at such meeting and submission of a written report to the office of the International Secretary-Treasurer of the Union within thirty (30) days of attendance. Such report will be for the purpose of information sharing in an effort to build solidarity with other Locals in the District and support the objectives of the AFA-CWA.

**SECTION V**  
**MEMBERSHIP**

**A. Wearing of Insignia and Lapel Emblems**

The wearing of the official lapel emblem on flight uniforms at all times shall be deemed Union policy subject to the following conditions:

1. Members not in good standing should be requested to remove the emblem until they have taken necessary steps to be returned to good standing.
2. Inactive and apprentice members should be encouraged to wear the appropriate emblem.
3. The Union shall support in any possible manner any member or members who suffer or are threatened with any disciplinary action as a result of the wearing of the emblem.
4. AFA-CWA Officers are issued pins designating them as elected Officers of AFA-CWA. All outgoing Officers shall be permitted to retain their pins; however, only current Officers can wear these pins designating them as AFA-CWA Officers.

All members are urged to display the emblem on their uniforms. Nothing mentioned above shall be deemed as compulsory, but all recommendations herein shall be considered official AFA-CWA policy and cooperation by all members is urged.

**B. Membership Card**

A member shall, at all times, carry the AFA-CWA membership card and be aware of that member's membership number which should be included in all intra-AFA-CWA correspondence. Special note should be taken by a member to become familiar with the statement of representation on the reverse side of the membership card.

**C. Resignations**

An educational program shall be conducted by local AFA-CWA Officers and the International Secretary-Treasurer of the Union for the purpose of informing all members of what may occur when a member resigns from the Union. Any member learning of a contemplated resignation from the Union is requested to promptly notify the Officers of that Local Council and the International Secretary-Treasurer of the Union that such resignation is imminent and that whenever a resignation from the Union is received, the member's Local Executive Council will be notified and an investigation will immediately be conducted by said Local Executive Council, including an informal hearing with the individual concerned. The International Secretary-Treasurer of the Union shall be furnished with a complete report of such investigation and the Local Executive Council's recommendations related thereto.

**D. Organizing**

No member shall take the responsibility of organizing another group of flight attendants on another carrier without authority from the International President.

**E. Apprentice Study Program**

The International Office of the Union shall prepare and have available a study material folder for apprentice members which shall include at least the Constitution and Bylaws, the Policy Manual, short history of the Union, and such other material deemed appropriate, with such study folder to be furnished each flight attendant approved for apprentice membership in the Union. Each Local Council shall cooperate and assist their apprentice members in accomplishing their educational program.

**F. Apprentice Member Assistance**

An apprentice member shall be entitled to representation as far as her/his contract allows.

**G. Expulsion of Strikebreakers**

Any flight attendant who participates in strikebreaking by actually working a trip of an airline on a legal AFA-CWA sanctioned strike shall be subject to discipline established by the AFA-CWA Hearing and Appeal Boards.

**H. Reinstatement and Membership Rights of Strikebreakers**

Reinstatement and membership rights and privileges are to be denied and refused all persons who engage in actions of strikebreaking.

**I. Credentials for Physically Disabled Members**

An AFA-CWA member in good standing who is physically disabled or is forced to stop flying because of physical reasons, shall be granted credentials similar to those now given to flight attendants that retire from the profession at normal retirement date.

**J. Furloughed Members**

1. A member receiving furlough pay has a regular dues obligation on such pay for those months covered including furlough pay received while the member is furloughed due to a strike.
2. A member on voluntary furlough status has a regular dues obligation for the first ninety (90) days.

**SECTION VI**  
**CONTRACT NEGOTIATIONS**

**A. Negotiating Committee**

**1. Appointment**

- a. The Master Executive Council shall select the Negotiating Committee from among the active members in good standing. The Negotiating Committee shall function until an agreement is concluded under the provisions of the Railway Labor Act, and shall remain an active committee until the next Negotiating Committee is selected. A new committee shall be selected nine (9) months prior to the date a "Section 6 Notice" is served, providing however, that the Master Executive Council by majority vote may replace any member of the Negotiating Committee at any time. If a member of the Negotiating Committee resigns, the Master Executive Council may select a replacement. The Negotiating Committee selected should include a member, or members, who have had previous experience, insofar as is practicable.
- b. The maximum number of members on a Negotiating Committee shall be as follows:
  - (1) Airlines with 1 to 149 active members in good standing, a total of one (1) plus the Master Executive Council President.
  - (2) Airlines with 150 to 1200 active members in good standing, a total of two (2) plus the Master Executive Council President.
  - (3) Airlines with over 1200 active members in good standing, a total of three (3) plus the Master Executive Council President.
- c. In the event the Master Executive Council feels it necessary to appoint other members to the Negotiating Committee, the Master Executive Council may petition the International President.

**2. Duties and Responsibilities**

The duties and responsibilities of the Negotiating Committee shall include the following:

- a. The Committee, with the advice of the Staff Negotiator shall have the authority to conclude an agreement, subject to the provisions of Article XII. of the Constitution and Bylaws.
- b. All members of the Committee, including alternates whenever possible, shall complete a negotiations training seminar prior to writing an "opener."
- c. Committee members shall be familiar with Union policy and keep abreast of new developments in the industry.
- d. Committee members shall utilize the facilities and resources of the Union and the experience and knowledge of Union Officers, International Office staff and study committees of the Union. (eg., Legal, Retirement and Insurance, Wage and Working Conditions, etc.).
- e. Committee members shall maintain a current record of the:
  - (1) Financial condition of the company.
  - (2) Management lines of authority and methods of communication.
  - (3) Operations statistics and experiences of the airline which may be used in bargaining, grievances, litigation, etc.
- f. Committee members shall be familiar with the wishes of the flight attendant group with respect to wages, working conditions, and work rules, through, for example, system-wide distribution of contract surveys, periodic road shows, etc.
- g. The Committee, with the advice of the Staff Negotiator, shall prepare the contract opener.
- h. The Committee shall provide regular updates to the membership on the status of negotiations through, for example, newsletters, hotlines, telephone trees, etc.

- i. The Committee shall maintain a complete record of the negotiations, including proposals, notes and communications, and such record is the property of AFA-CWA. A copy of this record will be forwarded to the International Office by the Negotiating Committee.
3. Communication Plan

Prior to the onset of negotiations, each MEC, in coordination with the Negotiating Committee shall develop a plan for communication.
4. Staff Negotiators
  - a. A pool of Staff Negotiators shall be maintained by the International Office. This pool also may include, but not be limited to: Labor Relations Associates, active flight attendants with negotiating experience (former Negotiating Committee members), Assistants to the International President, if qualified, or AFA-CWA staff attorneys.
  - b. The Master Executive Council, with the concurrence of the Negotiating Committee, shall have the sole authority to select a Staff Negotiator, to determine what duties that individual shall perform, and to move that individual from the airline if warranted.
  - c. No less than four (4) months prior to the amendable date of a flight attendant agreement or at the time the opener is drafted, whichever comes first, the International President shall provide a list of Staff Negotiators available and willing to serve. The Master Executive Council, with the concurrence of the Negotiating Committee, shall select a Staff Negotiator. The Master Executive Council President shall notify the International President of the selection.
  - d. At the conclusion of negotiations, the Master Executive Council President or designee shall furnish a written report to the International President evaluating the Staff Negotiator's job performance. This report shall be retained on file and may be used by others in order to facilitate Staff Negotiator selection.

## **B. Procedures**

1. Each flight attendant group of the AFA-CWA in preparing for negotiations shall investigate available procedures and means for expediting negotiations and the conclusion of an agreement.
2. Each flight attendant group of the AFA-CWA, in preparation for contract negotiations, shall meet and consult with other AFA-CWA flight attendant groups employed by carriers with whom they share common ownership or management or whose airlines are members of a common marketing alliance. The purpose of the consultation shall be to ensure that the best interests of all flight attendants are considered during the process of amending collective bargaining agreements, whether or not they are being conducted under the Section 6 provisions of the Railway Labor Act. Such meetings shall be coordinated through the International Office and shall include the participation of a representative or Officer of the Union.
3. Contract Openers
  - a. No less than four (4) months prior to the amendable date of the flight attendant agreement, the Negotiating Committee shall meet at the International Office, if practical, to determine the changes which are to be proposed to the company and draft an opener incorporating such changes. The Negotiating Committee shall receive any assistance they deem necessary in the preparation of the proposed agreement.
  - b. The opener shall conform, to the fullest extent possible, with all Union policy.
  - c. The opener shall be submitted to the Master Executive Council for review and approval either by a mail canvass or at a regular or special meeting. A copy shall be furnished to the International President.
  - d. At least sixty (60) days prior to the amendable date, the Committee shall make arrangements with the company for the exchange of openers. Every effort shall be made by the Union to conclude a new agreement by the amendable date.

- e. Although there should be some latitude for bargaining, contract proposals, in general, should be realistically obtainable.
  - f. In lieu of preparing a contract opener, before entering into first agreement negotiations with the company at a newly organized carrier, the Negotiating Committee will meet with the Transitional Master Executive Council to jointly develop the bargaining priorities for the flight attendants at that airline.
4. Whenever available a designated representative of AFA-CWA shall be present at all negotiations during direct mediation stages, and in no case shall any meeting of any nature take place once the thirty (30) day cooling-off period commences without the presence of a designated representative of AFA-CWA.
5. Contract Ratification
- a. Collective Bargaining Agreements  
Collective bargaining agreements reached under Railway Labor Act Section 6 negotiations shall be subject to membership ratification.
  - b. Side Letters of Agreement  
Ratification of side letters of agreement (side letters) shall normally be by Master Executive Council vote only. However, the Master Executive Council of an airline may vote for membership ratification of a particular side letter if after due consideration of all factors, including time and expense, the Master Executive Council decides by recorded vote that membership ratification of a particular side letter is warranted. A vote for membership ratification of a particular side letter shall be limited to that side letter only and shall not establish a precedent for membership ratification of any future side letter(s) on that or any other airline.
  - c. Membership ratification votes shall be conducted by secret mail ballot or electronic balloting in accordance with Section IX. of this Policy Manual, except that:
    - (1) The vote may be held promptly by secret ballot at special membership meetings held by each Local Council on the airline if the members of the airline are on strike; or
    - (2) The Master Executive Council, with approval of the International President of the Union, may decide to conduct the vote by secret ballot at special membership meetings held by each Local Council on the airline if a strike is possible in the near future. In the event of a vote at membership meetings, reasonable arrangements shall be made for members who could not attend such meetings because of leave of absence, vacation, sick leave, scheduled or assigned flight duty, or assigned Union business to submit secret ballots prior to the actual meetings.
  - d. In the event of a mail/electronic ballot, approval by a simple majority of ballots cast of members eligible to vote will ratify the agreement. In the event of a vote by membership meetings, approval will be governed by a simple majority of votes cast by the members on the airline at such meetings who vote on the agreement. Rejection of a working agreement submitted to membership ratification shall be considered a vote for a strike if the Master Executive Council decides to so designate on the ballot.
  - e. In the event of a mail/electronic ballot, the Master Executive Council will determine the number of days for the completion of the ratification vote. The Master Executive Council shall provide a sufficient amount of time for the ratification ballot, taking into consideration the availability of the membership to vote, provided that use of a period of less than eighteen (18) days from the date ballots, or electronic balloting instructions, are mailed to the postmark date shall be with the concurrence of the International President. The requirement for a postmark date as outlined in Section IX. does apply to contract ratification ballots.
  - f. A copy of the proposed agreement to be ratified will be provided to each Local Executive Council President to be made available to the membership, and a summary of the agreement will be provided to each member.

- (1) The MEC has the right to request that the proposed agreement distributed to the membership consists of the complete language of the contract and that there are no missing or incomplete sections.
- (2) The MEC has the right to approve the language of the proposed agreement summary and any supporting documentation that is intended to be sent with the proposed agreement before distribution to the membership.
- (3) The MEC will have the final approval on how and when a proposed agreement and summary will be distributed to the membership.

g. A secret mail ballot to Aloha or Hawaiian members for contract ratification may, at Master Executive Council option, be returned by members to a postal lockbox in Honolulu and the ballot count be conducted and certified in Honolulu by a three (3) member committee consisting of members appointed by the International President from other Local Councils in Honolulu.

#### 6. Strike Vote

a. The approval by majority vote of the Airline Master Executive Council, with the advice of the International President, is mandatory before a strike vote of the members of an airline may be taken. In the event of a mail/electronic ballot, the Airline Master Executive Council will determine the amount of days for the completion of the strike vote. In no case shall the Airline Master Executive Council provide less than eighteen (18) days from the date ballots, or electronic balloting instructions, are mailed to the count date. The requirement for a postmark date as outlined in Section IX. of the Policy Manual does not apply to strike ballots.

7. If, during negotiations, any irreconcilable differences arise between a Negotiating Committee and the Staff Negotiator, such differences shall be referred to the International Officers of the Union.

8. Negotiating practices and methods shall conform to the procedures laid down in the Railway Labor Act, as amended.

9. The International Office shall make available legal advice and/or an attorney upon request of the Master Executive Council to all domiciles on the strike date and every day thereafter as necessary to assist with legal questions in the flight attendants' effort to carry out a legal withdrawal of services.

#### 10. Negotiations Coordination

a. Each airline Master Executive Council and Negotiating Committee will contribute to AFA-CWA negotiations coordination by:

- (1) Increased exchange of information among AFA-CWA member carriers. Use of the staff and periodic meetings at the International Office among AFA-CWA negotiating committee chairpersons will be resources for this purpose.
- (2) Encouraging visible support for members on other carriers involved in negotiations.

b. Airline Master Executive Councils will support regional airlines involved in negotiations. This should be done on the most effective basis, which may include geographic location, code sharing relationships and parent-subsidy relationships.

### C. Contents of Contract

In the negotiation of employment agreements, or through administrative arrangement with the company, every reasonable effort shall be made to achieve and maintain the following:

1. Industry Standards--Improvements in pay, working conditions, rules and other contractual provisions in terms of the most favorable contract signed for a comparable airline.
2. New Routes/Equipment--A re-opener provision requiring the company to meet and negotiate rates of pay, working conditions, and crew complement prior to the utilization of new routes and/or new, or modified, aircraft not covered by the existing agreement.

3. Scope – A clause specifying that:
  - a. All flight attendant work, domestic or international, (including all in-flight cabin work of every description) is covered by the agreement; and
  - b. AFA-CWA-represented flight attendants on the system seniority list will perform all such work for the airline in accordance with the terms of the agreement; and
  - c. Any parent or holding company will be bound by the agreement.
4. Flight/Duty Limits

Flight time limitations, rest periods, on-duty provisions, and flight time credit for purposes of eliminating excessive duty days and to assure adequate compensation and days free of duty during a calendar month, and to ensure proper implementation of the FAA's flight attendant duty time regulations while preserving contractual protections that exceed the requirements of the regulations.
5. Elimination of B-Scales

Complete elimination of all "B-Scales" is to be a top AFA-CWA bargaining priority. Every Section 6 opener shall include a proposal to reinstate pay rates (supplemented by interim applicable increases) in effect for "B-Scale, pay brackets prior to implementation of the "B-Scale" at that carrier. Each negotiating committee shall make every reasonable effort to achieve this goal and to improve "B-Scale" rates until it is achieved. AFA-CWA shall adamantly oppose any management effort at further "B-Scale" incursion in pay or benefits or to establish any type of "C-Scale," using all legitimate means available to the Union and members.
6. Retirement/Insurance

An appropriate company-paid retirement and insurance plan for flight attendants.
7. Crew Rest
  - a. Requirements that rest facilities at layover stations meet union approval; eg., that quiet, secure, single rooms be provided; that flight attendants on flights having layovers of more than one (1) hour be provided with adequate rest facilities.
  - b. Provisions allowing for adequate on-board rest on long-range flights and on-board rest facilities in a quiet, stable, well-ventilated, non-smoking area of the aircraft designed to insure safety.
  - c. Requirements that sufficient on-board rest facilities for ultra-long range operations include bunks/berths for flight attendants in addition to the items listed in 7.b. above.
8. Service Limits--Limits on ground and air service which insure safety and taken into account crew complement, flight time, and passenger load.
9. Union Security--Check-off for dues, initiation fees and assessments, together with agency shop or union shop clauses or their equivalent.
10. Flight Pay Loss/Union Office
  - a. Flight pay loss for Union representatives while on approved AFA-CWA business, and AFA-CWA office space, paid by the member's company.
  - b. Flight pay loss for Union representatives while on approved AFA-CWA business, which is not paid by the company, shall be paid directly to the member by the company and billed by the company to AFA-CWA for reimbursement.
11. Union Leave--A provision establishing a right to a leave of absence for flight attendants who are elected or appointed to serve in an official capacity with AFA-CWA, including:
  - a. Provisions permitting such flight attendants to retain and accrue seniority, longevity, retirement and insurance benefits, and all other flight attendant rights and benefits (i.e., schedule bids, domicile transfer).
  - b. Provisions requiring the airline to "re-qualify" when necessary, any flight attendant who has been on Union leave, immediately upon return to work, at company expense.
12. Flight PAC Check-Off--A procedure allowing Flight PAC check-off for members wishing to make such direct contributions to the Union's Political Action Committee.

13. Membership Data--A clause requiring the company to provide on a timely basis directly to the AFA-CWA Office all membership-related information, including name, address and domicile changes, all status information, furlough, leave and termination lists, and system seniority list.
14. Merger Protection--Protection covering mergers and similar arrangements, including reduction in force resulting from mergers, code share alliances, wet lease agreements. Such protections to include successorship provisions, labor protective provisions (LPPs) equal to or better than the Allegheny-Mohawk LPPs, and clauses permitting AFA-CWA, in its discretion, to reopen the agreement.
15. No Strike/Management Rights--The Union shall not negotiate a "no-strike" provision or "management rights clause" in any employment agreement.
16. First Right of Hire--Provisions for preferential hiring of AFA-CWA-represented flight attendants displaced by furloughs, bankruptcies, shutdowns, labor disputes, or grounding of aircraft.
17. Flow Through Agreements--Provisions for preferential hiring of AFA-CWA-represented flight attendants employed with regional carriers by major/national carriers within the same airline "family."
18. Follow the Work Rights--Provisions requiring that flight attendants shall be entitled to transfer employment with the sale or other disposition of identifiable airline assets.
19. Civil Rights Policy--No AFA-CWA agreement should discriminate against any flight attendant on the basis of age, color, mental or physical disability, marital status, national origin, race, religion, gender, social, or sexual beliefs, creed, or status as either a disabled veteran or veteran of the Vietnam era.
20. Domestic Partner Benefits--Provisions extending to the domestic partners of flight attendants all of the rights and benefits provided by the contract to flight attendants' spouses or other dependents.
21. Drug/Alcohol Testing--Provisions allowing access to EAP and related rehabilitation and other services for flight attendants who have a positive drug/alcohol test result, and further providing return-to-work rights following successful completion of any EAP recommended program, to protect flight attendants' privacy, confidentiality and other rights in the drug/alcohol testing process.
22. Provisions protecting and assisting individuals with disabilities to the extent possible without violating the collective bargaining agreement or the rights of other AFA-CWA members.
23. Provisions for the payroll deduction of contributions to the Pegasus Project and/or any similar AFA-CWA Master Executive Council approved fund.
24. Language requiring that terms and conditions for flight attendant domiciles located outside the U.S. be negotiated prior to the opening of the domicile.
25. Provision that all new hire flight attendants must be eligible to work in the U.S.
26. Language to prohibit the Company from engaging in wet lease operations if it would result in a reduction in force or involves strike breaking.
27. Language providing that flight attendants shall not be required to engage in strike breaking either on their own property or any other airline through subservice flights.
28. Language requiring the Company to negotiate any additional duties beyond those traditionally and historically performed by flight attendants.
29. Provisions addressing issues such as visas and other immigration and residency matters, access to local banking, housing and medical facilities, and other problems unique to flight attendants in international operations, particularly those based outside the United States.

30. EAP Bargaining Goals

- a. Management recognition of AFA-CWA's EAP as an alternative source of assistance.
- b. Joint management/AFA-CWA development of company EAP Policy and Procedures.
- c. Development and inclusion of AFA-CWA on an EAP Advisory Board. Advisory Board to:
  - Recommend EAP Policy and Procedures
  - Recommend the EAP service model
  - Recommend EAP vendor
  - Recommend EAP related activities; i.e .health promotions, dependent care
  - Coordinate activities beneficial to both management and union EAP
  - Assist in reviewing the activity of the EAP Vendor
  - Assist in recommendation of a Behavioral Health Care Provider
- d. Inclusion of AFA-CWA's EAP in development of procedures for and response to all Company critical incidents.
- e. Active financial investment of Company in supporting AFA-CWA's EAP.
- f. Inclusion of AFA-CWA EAP as one of the gateways in Managed Health/Substance Abuse care (AFA-CWA EAP will pre-certify initial services while the Company will provide concurrent utilization review for ongoing treatment authorization.)

31. Provision to provide jumpseat reciprocity for all AFA-CWA-represented carrier.
32. Language establishing specific time lines and time limits for the various stages of the next round of collective bargaining. Such language may include, but not be limited to, an early exchange of contract openers, a limit on the length of time that will be spent in direct negotiations and a limit on the length of time that will be spent in mediation before a release from the National Mediation Board must be jointly requested by the Union and Company.
33. Language ensuring that all flight attendants working full time are eligible for all the rights and benefits provided under the FMLA.
34. Language which limits cameras to the area outside the flight deck door and that the recording capabilities are subject to the same limitations as the Cockpit Voice Recorder.
35. AFA-CWA shall adamantly oppose any management effort to lower hourly wage rates by imposing a compensation package requiring a flight attendant to make up for lost wages through income earned by commission from sales of on board products and services. AFA-CWA shall also oppose any management attempt to propose future pay raises based exclusively on commission-based sales of on board products and services. Commission income that is earned in addition to contractual hourly wages and which benefit our members is acceptable.

**D. Comprehensive Campaigns**

Membership participation and support are recognized as essential to obtaining the best possible contract in each negotiation. The current environment mandates that each negotiation be supported through a comprehensive campaign. The International Office shall assist each Master Executive Council in developing and implementing such a campaign.

**E. Contract Implementation, Enforcement and Education**

1. Education
  - a. All contracts and side letters should be available to the membership on-line.
  - b. Negotiating committees and staff negotiators will work with the AFA-CWA Communications and Research Department to ensure prompt printing and distribution of the agreement and side letters, if possible in a format which permits inclusion in the contract booklet. *Note:* Some contracts have the Company entirely responsible for the printing and others the responsibility, or cost, is divided between AFA-CWA and the Company.
  - c. As soon as the contracts are printed and distributed, begin a "Don't Leave Home Without It" campaigns, analogous to GOTV or pin campaigns, to educate and encourage flight attendants not to leave on a trip without their contract for reference.

- d. Following each contract, the staff negotiator in conjunction with the negotiating committee will develop a series of information pieces to help educate the membership on the most important changes of the new agreement (e.g., a new reserve system, new international duty times). Each piece would highlight a single element of the contract. The info pieces should be distributed throughout the first year of a new or first contract, at the minimum, at the rate of one per month or biweekly. The info pieces could be in the traditional info rep card format, e-lines, hotline messages or as articles in other newsletters.
  - e. Following each contract ratification, there should be a grievance “refresher” course (an info rep card, an article, an e-line, etc.) on enforcement of the agreement, including the grievance process at that airline, for the membership. The staff attorneys will develop a model article for this use, which can be adapted to the contractual grievance procedure at each airline. This information should be republished at regular intervals.
  - f. ISR’s will develop, upon request and whenever appropriate, membership training modules keyed to major changes in the agreement (e.g. pref bid).
  - g. Grievance training, system board training, leadership training and negotiations training will each include a segment dedicated to the importance of monitoring and enforcing new provisions of the collective bargaining agreement.
2. Coordination
- a. The staff attorney and ISR assigned to a property should attend at least one meeting of the contract roadshow in order to hear the presentation, familiarize themselves with the contract, if a first contract, or important changes, etc., to an existing contract.
  - b. Staffing permitting, the staff negotiator will remain assigned to the property, working in conjunction with the Negotiating Committee and staff attorney assigned to the property, until the post-ratification wrap up is concluded.
  - c. There will be ongoing consultation between the staff attorney handling system board and the staff negotiator regarding interpretation of the agreement.
  - d. Negotiating Committees, MEC’s or LEC’s are encouraged to hold a review with the staff negotiator and staff attorney assigned to the property to assess the company’s compliance with newly negotiated and existing provisions. This review should be targeted to take place no later than six months after ratification, on the anniversary date of ratification, and as often, thereafter, as necessary. Where the company is not complying, a strategy should be coordinated on how to proceed, e.g., collect evidence, file grievance, determine priority for proceeding to system board.
  - e. Negotiating Committees should attempt to obtain contractual provisions or other agreements that there will be post-ratification cooperation with the company devising training manuals or programs for crew schedulers and supervisors for new contract provisions and grievance/system board awards. When staffing permits, staff negotiator to assist in meeting with company for this purpose.
  - f. Negotiating Committees and staff negotiator will utilize the resources of the staff attorney and grievance chairpersons in identifying needed improvements to the grievance and system board provisions, for knowledge of current contract grievances, grievances which have been sustained, for possible incorporation in the agreement, as well as for attempting to correct or reverse arbitrations in which AFA-CWA’s grievances have been denied.
  - g. Assist AFA-CWA International in preparing for system board by assuring that all the company memos and bulletins on contract issues are compiled and preserved. These can be important evidence in contract cases. These complete files of memos, bulletins, new and discarded manual revisions will be the property of the council, available for research when filing grievances and during contract cases.

- h. Up-to-date benefit information is essential when attempting to enforce benefit provisions. MEC, LEC councils and Benefit Chairpersons are responsible for promptly sending to AFA-CWA International SPDs, updates, memos or any other printed material provided by the Company regarding benefits.
3. Enforcement
- a. Ensure that sufficient copies of the Summary and the new contract are provided to the International Office so that staff has access to these documents when needed, including the contract in electronic format. In particular, the staff attorneys, staff negotiators and ISR's should receive a copy of the summary and a copy of each contract, so that they will be familiar with the first contract or the changes to an existing contract.
  - b. From time to time, there are no notes or proposals from prior negotiations in the MEC or LEC office. This places the local grievance representatives at a serious disadvantage when researching grievances. Each Negotiating Committee should maintain a complete set of notes, including both AFA-CWA and Company proposals, which will become the permanent possession of that MEC or LEC council. Or, since some MEC's and LEC's lack the space to maintain voluminous records, a complete set instead could be sent to AFA-CWA Research for archiving. The staff negotiators will continue to submit reports to the Manager of Collective Bargaining, which include all AFA-CWA and Company proposals, a copy of the negotiations notes and other relevant documents. These reports are kept at AFA-CWA International for use when researching for a case, and as a backup to the records kept by the MEC or LEC office.
  - c. Develop a user-friendly contract violation reporting system for the membership to use, which should include the following:
    - (1) An internet site or email form for reporting contract violations;
    - (2) Reports should be directed initially to LEC or grievance rep;
    - (3) Reports should be reviewable by SBA attorney for SBA research;
    - (4) Reports should be collected for reference for future negotiations prep (to be reviewed by staff negotiator and negotiating committee when developing the next opener).
  - d. Contract settlements and arbitration victories should be published to the membership.
  - e. Encourage LEC's/MEC's to take action against recurring or egregious contract violations, in addition to the standard filing of a grievance. This includes petitions, picketing, informational leafleting, press releases, crew room sits, and so on.

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## SECTION VII

### POLICIES FOR AIR SAFETY STANDARDS

#### A. The Flight Attendant

##### 1. Dedication

Advancement of air safety is the responsibility of everyone engaged in the movement of airline traffic. This responsibility falls heavily upon the crew members, and is a personal, non-delegable obligation. As part of the crew, flight attendants have an intimate interest in the development and growth of air safety because of the obligation commensurate with this profession. As a member of the crew, the flight attendant's primary responsibility is the care and safety of the passengers. This necessitates a background of thorough training and the ability to execute efficient emergency procedures. Each flight attendant's responsibility also involves awareness and recognition of both safe and unsafe procedures and conditions. This responsibility extends to the support of the AFA-CWA safety policies adopted by the representatives. To continue study of, and improvements in air safety, it is beneficial to each member to support their safety representatives.

##### 2. Physical Standards

- a. Hiring Requirements: The applicant should be able to read, speak and understand the English language; should possess physical and emotional capabilities and the intellectual maturity to perform effectively the duties required.
- b. Flight Time Limitations: The flight attendant's flight time, duty time, and rest periods shall be better than, or equal to the Federal Aviation Regulation's requirements and operations specifications for flight deck crew members, including any pre-duty, on-board and post-duty rest standards. Flight attendants shall promote and support all efforts to promulgate flight time/duty time regulations for flight attendants through federal regulations.
- c. Tenure: As long as the flight attendant is physically and emotionally capable of performing duties in a professional manner, the flight attendant shall not arbitrarily be deemed unqualified or be terminated.

##### 3. Industrial Safety

- a. Correction of Industrial Hazards: Since any absence of an employee is costly both to the Company and the individual, it is important that industrial injuries be eliminated. Any situations which may be detrimental to the health of a flight attendant should be reported at once to the company and to the safety representatives. Every effort shall be made to keep an accurate accounting of injuries (causal factors, types, location, types of aircraft, etc.). Individual airline companies shall be encouraged to keep, maintain, and make available such records of injuries to flight attendants, in order that the Company and the Union may evaluate, eliminate or remedy unsafe practices, equipment, or environmental hazards.
- b. Seat Belt/Shoulder Harness (Taxi, Takeoff and Landing) Policy: The flight attendant shall be seated with seat belt and shoulder harness fastened for taxi, takeoffs and landings in accordance with flight attendant safety and Federal Aviation Regulations. Activities during taxi shall involve and be limited to those duties related to safety.
- c. Seat Belt Sign Policy (Inflight): The flight attendants should be seated with seat belt fastened when the seat belt sign is on in flight.
- d. Unattended Bars: The Association of Flight Attendants-CWA is opposed to the practice of unattended bars, carts, or any other areas utilized which allow passengers to serve themselves alcoholic beverages.
- e. Alcohol/Drugs: The Association of Flight Attendants is opposed to the boarding/carriage of any persons under the adverse influence of alcohol and harmful and/or illegal drugs.

## **B. Flight Attendant Training**

### **1. Federal Aviation Regulations**

It shall be the responsibility of each flight attendant to be familiar with all Federal Aviation Regulations pertaining directly to the safety of all occupants aboard the aircraft, and to comply with such regulations.

### **2. Training Standards**

A qualified flight attendant shall complete the emergency training courses described herein.

- a. Initial Training--Emergency Procedures: Specific information shall be provided by the air carrier about each aircraft used in transporting passengers with reference to emergency escape passages and systems, as well as all emergency equipment. The trainee should be supervised by a qualified instructor in the physical operation of all equipment. Study should include psychological reactions to sudden and unusual conditions, group behavior, and proper first aid training. Visual training aids should be used in addition to actual physical operation of emergency equipment and exits. A realistic examination and demonstration of comprehension of all initial training material should be given to each trainee seeking qualification, following the completion of the initial training course.
- b. Supervised Flight--A supervised flight for the purpose of emergency training is a flight or simulated flight in which the non-routine occurs. The air carrier should provide a fully equipped aircraft or simulator and a qualified instructor for the purpose of supervised flight.
- c. Recurrent Training--Emergency Procedures-The recurrent training course shall consist of a review of initial training and all new developments on each aircraft scheduled as a passenger transport for that airline. Such training shall also include review of aircraft accidents relating to evacuation procedures and emergencies. The flight attendant shall physically operate all emergency equipment and escape facilities on all aircraft. The flight attendant shall be responsible for learning this information and completing recurrent training courses at least once yearly.
- d. Initial and Recurrent Training Programs-Initial and recurrent training programs shall be conducted by training instructors for that airline who are currently qualified line flight attendants.
- e. Flight attendants shall be emergency-qualified for any type aircraft that they are scheduled for or required to work.

### **3. Emergency Procedures Training Manual**

- a. The air carrier should provide an emergency procedures manual and all subsequent revisions to the flight attendant.
- b. The air carrier shall provide open-book tests throughout the year to the flight attendant in order to maintain a proficient knowledge of the structure and content of the manual.

### **4. Crew Complement**

- a. For the purpose of crew complement, each separate compartment, including each level (i.e., lower lobe, lower compartment, upper deck, etc.) of an aircraft which may be occupied for takeoff, landing or during flight shall be considered as a separate aircraft.
  - (1) Each such compartment described in 4.a. shall meet all federal requirements for design, structural integrity, and operation.
  - (2) Each such compartment described in 4.a. shall afford occupants, including flight attendants, the same protection provided for in any other occupiable compartment, and shall include all safety equipment applicable or necessary for that compartment. Such compartments shall contain (but not be limited to) the following items: fire axe, readily accessible oxygen and smoke masks, primary and secondary escape systems, independent emergency lighting systems, independently powered communication systems, proper soundproofing, smoke detection devices, inadequate air flow detection devices and evacuation alarm systems.

- b. The optimum number of flight attendants should be provided for the air carrier aircraft used in scheduled air carrier operations at the minimum ratio of one (1) flight attendant for more than nine (9) passenger seats but less than thirty (30) passenger seats or a portion thereof.
  - (1) The Union will not consider, nor condone the operation of any aircraft without at least the minimum number of flight attendants per passenger seats aboard our aircraft, as required by minimum FAA regulations, as of November 1, 1979.
- c. Safety Checklist--A safety checklist of all emergency equipment on each aircraft shall be provided by the air carrier to be used by the flight attendant.
  - (1) Such checklist shall include all equipment directly related to the safety of the flight within the aircraft cabin; however, such checklist shall not require that the flight attendant have the responsibility to determine the mechanical operability of cabin doors, window exits, air steps, escape hatches, or doors leading to cargo areas within the aircraft.

### **C. In-Cabin Safety Standards**

#### **1. Emergency Exists**

Ample escape passages should be located uniformly throughout each cabin in each compartment, and in direct proportion to the number of passengers which can be carried in certain areas of the cabin. Exits on the aircraft should allow for the safest and most expeditious evacuation on land and at sea.

- a. The Association of Flight Attendants has opposed lower deck (below the area of the main cabin) compartments to be occupied during takeoff, taxi, or landing by any occupants for the following reasons:
  - (1) Gear up and/or structural damage to the aircraft in these compartments will limit survivability of the occupants of such compartments.
  - (2) Escape during water landing and/or ditchings will limit survivability of occupants of such compartments.
- b. The Association of Flight Attendants has opposed occupancy of upper deck (above the main deck) compartments for use during takeoff, taxi, or landing for the following reasons:
  - (1) Escape in emergency conditions, including water landings and ditchings, involves serious hazards related to distance (in excess of twenty [20] feet) to ground and/or water survival equipment and is therefore considered unsafe.

#### **2. Interior Emergency Lighting**

There should be ample lighting throughout the aircraft to ensure safe evacuation. Lights positioned at escape passages will point out the escape route and allow personnel to execute the evacuation without blocking lights. Such lights should be designed to be effective under all emergency conditions.

- a. Emergency lighting in compartments other than the main deck shall assure ample lighting for escape from such compartments.
  - (1) Such lighting shall be derived from an independent power source (battery bus) and shall not be dependent on the operation of the aircraft's electrical system.
- b. All escape devices, including hatches from or in all compartments, shall contain adequate lighting, including luminous stripping to indicate direction of escape areas.
- c. The cabin interior lighting should be in the off or night position for all takeoffs and landings to permit eyes to adjust to dark conditions.

#### **3. Exterior Emergency Lighting**

Ample exterior emergency lighting should ensure the continuation of a safe, efficient evacuation and departure from the immediate area of the aircraft. It should also assist rescue and fire crews in the location of emergency exists.

#### 4. Emergency Oxygen Systems

Emergency oxygen should be immediately and automatically available to flight attendants and passengers in case of rapid decompression or in any situation (such as ozone encounters) which would require the use of supplemental oxygen by all occupants of the aircraft.

- a. Oxygen systems provided for the flight attendants shall be as accessible and available as those provided to the passengers.
  - (1) Such flight attendant oxygen systems shall not be dependent on the availability of an extra passenger oxygen mask, and
  - (2) shall not be dependent on the use of a portable oxygen system within the vicinity of the flight attendant's seat.
- b. All supplemental oxygen systems for passenger and flight attendant use shall be conspicuously marked to indicate their location and use.

#### 5. Public Address and Communications Systems

Cockpit/cabin communications should be instantaneous and operate under all conditions, emergency or routine. The communications system should operate from the cockpit to all flight attendant stations and compartments, including lower galley compartments on jumbo aircraft, and from all flight attendant stations to the cockpit. The system should not require time-consuming actions by the user and receiver. Public address cockpit/cabin, cabin/cockpit systems should be operative at all times, and should be powered independently from the aircraft electrical system(s), in order to provide assistance during emergency situations.

- a. There must be a reliable system, independent of the main cabin/cockpit/cabin communication system, for compartments located in areas other than the main cabins.
  - (1) Such systems shall assure communication between lower or upper deck compartments.
  - (2) An evacuation alarm system shall be available in compartments other than the main deck to assure notification of evacuation from these compartments during flight or ground operations.

#### 6. Escape Facilities

Escape facilities must allow for the quickest and safest escape possible in the event of an accident, and should be automatic and obvious. Emergency equipment should be immediately available to personnel and passengers on all aircraft. This equipment should be designed for installation on all types of aircraft.

- a. All escape facilities, slides, doors, slide/rafts, slide/ramps, including mechanical devices relating to said escape facilities parts and components, shall be operative on all aircraft at all times.

#### 7. First Aid Oxygen

Ample first aid oxygen should be available to personnel and passengers. The system should be available for immediate use by the flight attendants, simple to operate, have masks inserted into oxygen bottles, and be independent of the flight deck crew member oxygen supply.

- a. One such portable oxygen system shall be available to each flight attendant aboard the aircraft. Those portable oxygen systems available to flight attendants shall be over and above those in number required for use by passengers.

#### 8. First Aid Kit

First aid kits shall be evenly distributed throughout the aircraft cabin and immediately accessible to the flight attendants. First aid kits shall contain those items necessary to provide immediate and temporary care to victims of an accident/incident or sudden illness until the services of a physician can be obtained. Each kit shall contain reference first aid information.

9. Seat Belt Extensions

Belt extensions or other FAA acceptable devices used for proper restraint shall be readily available. Seat belt extensions shall not be used at any flight attendant jump seat. If necessary, the flight attendant shall occupy a passenger seat.

10. Fire Extinguishers

Fire extinguishers shall be readily available in each compartment of the aircraft. Extinguishers appropriate for use on all categories of fires shall be available in each compartment.

11. Passenger Service Facilities

- a. Galleys shall be designed and built to ensure safe, accessible, and efficient working conditions.
- b. All passenger service items shall have designated storage space which has a positive locking mechanism and which includes external locks.
- c. Stowage facilities should be built to exceed the load limitations required to contain such items, and shall not be loaded beyond the maximum load limitations.
- d. Circuit breakers for galley electrical units should be located in view and within easy reach for any galley unit. Flight attendants must be trained in the proper use and location of such circuit breakers.
- e. Closet storage areas shall have a positive external closure method to ensure proper restraint of any stored articles during deceleration or turbulence.
- f. Carry-on articles permitted in the cabin shall, in accordance with size and weight restrictions, be stowed under seats or in assigned storage in approved cargo areas. Under no circumstances will carry-on baggage be stowed in the galley or lavatory.
- g. If adequate and safe garbage stowage area is not available on the aircraft, service should be curtailed so that the amount of debris/garbage generated is within the available garbage storage limitations.
- h. Stowage provisions shall be available for flight attendant luggage and supplies during flight.
- i. All weight-bearing compartments, storage areas, etc., shall be visibly placarded with the maximum weight load allowable for that compartment or area.
- j. All bulkheads and dividers, including, but not limited to luggage compartments, storage compartments, coat closets, etc., in addition to the required floor attachments, shall have installed a flexible cable, a "Y" prong, or some other device which secures said compartment to the overhead frame or fuselage of the aircraft to prevent these compartments from falling onto flight attendants, or blocking and hindering operation of exits.

12. Cabin Interior Materials

Materials used throughout the interior of the cabin should be fireproof and should be made of materials available to prevent smoke and toxic properties.

13. Flight Attendant Stations

- a. Flight Attendant stations should be located evenly throughout the cabin and adjacent to an exit or exits to direct and execute an evacuation most efficiently and safely.
- b. Standard emergency equipment, such as fire extinguishers, portable oxygen systems, and first aid kits, should be placed near the station, in view of the flight attendant while seated, and should be immediately accessible for use. The operating instructions for such equipment should be in view for the purpose of subconscious retention.
- c. An enclosed storage area should be available for containment of flight attendants' personal belongings. Such storage area should have a positive locking mechanism, including external locks.

- d. The communication and public address systems and items for personal safety, such as life vests, shall be properly concealed and secured, and within reach of the flight attendant while seated.
- e. The flight attendant should be provided with a seat which offers better protection than passenger seating. The seats must be forward or aft-facing and designed in accordance with specifications which provide head padding, proper back and spine support and shoulder harness/seat belt combinations, subject to dynamic testing. Aircraft structure, equipment, and stowage areas in the area of the seat shall be free from protrusions or objects which might create an unsafe condition or injure the flight attendant; any rear-view mirrors installed for aft-facing jump seats to provide surveillance of the aircraft cabin shall be made of non-breakable, non-shattering material. Flight attendant seats in each compartment shall afford full surveillance of the passenger compartment, exterior of the aircraft, and ready reference to the "seat belt" and "no smoking" signs, and call-lights. The seat and its immediate area shall be free from articles and obstructions at all times in order to afford immediate occupancy to the flight attendant. A passenger seat located next to floor level exits shall be reserved for use by the flight attendant on those aircraft which do not meet the above standards.
- f. On those aircraft where flight attendants are provided with no flashlights on their person, portable flashlights shall be immediately accessible at all floor level exits to ensure immediate and effective egress in the event of emergency situations.

#### 14. Standardization of Emergency Equipment

Equipment and its location should be as standard as possible from aircraft to aircraft; however, the design of more functional and reliable equipment should not be discouraged by standardization.

#### 15. Life Rafts

AFA-CWA opposes the FAA's policy change in permitting the removal of life rafts from U.S. aircraft flying beyond fifty (50) miles off shore.

- a. Life rafts or slide-raft combinations shall be installed for use on any aircraft whose routes involve flights over any body of water, including takeoff and landing phases of flight.

### D. Operations

#### 1. Incapacitated Passengers

No persons whose conduct, status, age, or mental or physical condition render them incapable of caring for themselves, or evacuating an aircraft in an emergency without assistance, should be transported by an air carrier unless they are accompanied by an attendant who is capable of providing necessary care and assistance. Flight attendants cannot be responsible for the evacuation of any passenger who is obviously incapable of caring for her/himself during flight or evacuating an aircraft without an able-bodied attendant; such an inordinate requirement for attention may detract from the flight attendant's responsibilities to other passengers during the evacuation.

- a. Members of the AFA-CWA shall provide equal service, attention and leadership to all passengers aboard their aircraft in the interest of safety and shall not be responsible for the following:
  - (1) Cutting food and feeding of passengers
  - (2) removal or emptying of catheters or bedpans
  - (3) Carrying or transporting passengers to and from restrooms
  - (4) Administering oxygen to passengers during flight (except emergency situations) when it is known that such passengers require constant use of oxygen
  - (5) Administering any medication or drugs to any passenger

## 2. Hijacking

Any member of the Association of Flight Attendants-CWA who is involved in any act of hijacking, extortion, or sabotage, should refer to her/his AFA-CWA Membership Card and make no statements to anyone, including any news media personnel, without consulting an AFA-CWA representative, and should implore everyone involved to keep details and tactics used from becoming public knowledge.

## 3. Aircraft Accidents

Any member of the Association of Flight Attendants-CWA who is involved in an aircraft accident or serious incident should refer to her/his AFA-CWA Membership Card and make no statements to anyone, including any news media personnel, without consulting an AFA-CWA representative immediately.

## 4. Uniforms

All flight attendant uniforms, and any part thereof, should be flame retardant and fire resistant, in line with the current state-of-the-art.

- a. Those uniform materials known to be highly flammable shall be brought to the attention of the air carrier and it shall be requested that they be discontinued and replaced. A listing of such flammable materials is available and can be obtained by the air carrier or flight attendant from any Regional FAA office or the AFA-CWA Air Safety, Health and Security Department.
- b. Flight attendant uniforms should be distinctly different from the traveling public, convey authority and avoid features that create personal security threats.

## E. Training Seminars

The Central Safety, Health and Security Chairperson of each airline is considered the official delegate to the air safety training seminars; therefore, s/he shall be reimbursed for allowable AFA-CWA expenses. Additional delegates from appropriate safety committees may be recommended by the Air Safety, Health and Security Department to attend such seminars in an official capacity but must receive the International President's prior approval.

1. Individual safety representatives and other interested parties will be permitted to attend the portions of the safety seminar dealing with the accident investigation and representation sessions provided:
  - a. There are facilities available to accommodate them
  - b. That expenses will be absorbed by the individual or appropriate council (with approval)
  - c. That a designated registration fee is paid to cover seminar costs
  - d. That such individuals comply with the applicable registration cut off deadline dates published by the Air Safety, Health and Security Department.
2. The Central Safety, Health and Security Chairperson for each carrier shall assimilate information provided at the training seminars and evaluate those portions of relevance to their local safety representatives. This pertinent information will be disseminated to the Local Safety, Health and Security Chairpersons at the yearly meeting conducted by the Central Safety, Health and Security Chairpersons for each airline in accordance with the provision of Subsection H. of this Section.

## F. Safety Awards

### 1. C.B. Lansing Memorial Award for Heroism

A suitable C.B. Lansing Memorial Award is to be established and awarded for heroism beyond the call of duty in aviation. The Association of Flight Attendants-CWA shall preserve the distinction of this award as the highest honor a member may bestow upon a fellow member. Recipients shall be selected under the following procedures:

- a. The Master Executive Council President may submit to the International President of the Union recommendation(s) for the C. B. Lansing Memorial Award. Accompanying this recommendation(s) should be a report of the event or events surrounding the recommendation(s).

- b. Upon documentation of an act deemed worthy of such regard, the Air Safety, Health and Security Department may make recommendations to the International President for the C.B. Lansing Memorial Award.
- c. The International President shall submit all recommendations to the Officers. An award or awards may be granted with the unanimous approval of the Officers.
- d. The award shall be presented by the International President at an appropriate and suitable ceremony.

## **2. Certificate of Recognition**

- a. Each Master Executive Council President and each Local Council President may submit in writing to the International Secretary-Treasurer of AFA-CWA the name(s) of member(s) for recognition or appreciation for exceptional conduct in the performance of duties onboard an aircraft.
- b. If a Certificate of Recognition is submitted and approved by the International Officers, the certificate may be presented by the respective MEC or LEC, submitting the request for recognition, at an appropriate time or meeting.
- c. The Certificate of Recognition shall be signed by the three International Officers.

## **3. Air Safety Award**

- a. An award, to be known as the AFA-CWA Air Safety Award, shall be established in recognition of outstanding contributions by a member in the field of air safety and shall take two forms:
  - (1) A trophy or plaque to be suitably engraved with the name of each recipient or recipients and kept at the International Office in a permanent place.
  - (2) A suitably inscribed trophy or plaque to be presented to each recipient.
- b. The selection of candidates for, and the recipient or recipients of each award shall be made in accordance with the following procedure:
  - (1) At the request of the International President of the Association of Flight Attendants-CWA, the Air Safety, Health and Security Department shall submit appropriate nominations for recognition or appreciation of outstanding service to the Officers. Such nominations are to be accompanied with sufficient background material on the nominees as the International President requests.
  - (2) Each Master Executive Council President and each Local Council President may submit in writing to the International Secretary-Treasurer of AFA-CWA the name(s) of the candidate(s) for such award. Nominations are to be submitted upon request by the International President with presentation of the award(s) at the regularly scheduled meeting of the AFA-CWA Board of Directors.

## **G. Safety Meetings**

There shall be a minimum of one (1) meeting each year on each airline for which flight pay loss and expenses for Local Safety, Health and Security Chairpersons for that airline will be approved.

## **H. Flight Security Committee**

- 1. Each airline should have a Flight Security Committee or representative in each domicile. These representatives may be members of, or work with, the Local Air Safety, Health and Security Committee. The Master Executive Council President should immediately notify the Office of the representative's or committee's appointment.
- 2. Flight Security representatives should work closely with members of the pilot security committee, any company personnel, and management involved in this area.
- 3. Each representative should be aware of new developments in flight security and AFA-CWA's current policy regarding security.
- 4. Representatives should immediately notify the Air Safety, Health and Security Department of a hijacking or security problem in their area, and make themselves available to assist in any way. The Office will issue all instructions on procedures at that time.

5. All correspondence or newsletters concerning flight security must be reviewed by the Air Safety, Health and Security Department prior to distribution.
6. The Association of Flight Attendants-CWA strongly opposes the use of flight attendants to search carry-on baggage or aircraft for weapons or incendiary devices, except in cases when the aircraft cannot land.

**I. Air Safety Committee**

1. Efforts to provide awareness to industry and government regulatory agencies regarding safety problems inherent in the flight attendant's daily work shall be accomplished through the continued efforts of the Air Safety Committee.
2. Qualified representatives of the Association of Flight Attendants-CWA shall direct, but not limit, their activities to study, research, evaluations, and investigation in such areas as:
  - a. Flight Attendant Hiring Requirements
  - b. Physical Standards
  - c. Flight Attendant Seating
  - d. Cabin Interiors
  - e. Flight Attendant Training
  - f. Galleys
  - g. Carry-on Baggage
  - h. Aircraft Evacuation
  - i. Emergency Equipment
  - j. Cockpit-Cabin Communications
  - k. Interior and Exterior Lighting
  - l. Oxygen Systems
  - m. Accident Investigations
  - n. Crew Complement
  - o. Emergency Procedures
  - p. Federal Aviation Regulations
  - q. Ventilation Systems
3. The purpose and goal of the Air Safety Committee is to improve safety for all flight attendants.

**J. Society of Automotive Engineers-Association of Flight Attendants-CWA Liaison Representative**

1. The Association of Flight Attendants-CWA retains a qualified flight attendant as Liaison Representative to the Society of Automotive Engineers. This highly respected group of aviation experts is divided into various committees and subcommittees, three of which AFA-CWA is specifically concerned with, as follows: S-9 (Cabin Interiors Committee), A-10 (Aircraft Oxygen Equipment), and A-20 (Cabin Lighting Committee).
2. Efforts to improve in-cabin safety are initiated through the formulations of Aerospace Recommended Practice (ARP's). ARP's are written to improve design and use of cabin furnishings, galleys, and emergency equipment. The stipulations in an ARP carry no legal implications, but are ethically followed, to the extent possible, by the industry to improve aircraft/occupant safety.
3. Other committees or subcommittees established by the Society of Automotive Engineers which are applicable to in-cabin safety shall be included in the activities of the Association of Flight Attendant's SAE Liaison Representative or her/his designee.

**K. Aircraft Technical Committee**

1. Air safety efforts of qualified representatives of the Association of Flight Attendants-CWA shall be correlated in the development of aircraft at the design stages, and efforts continued to improve cabin interiors of all in-service aircraft. The activities and procedures relating to this policy shall be initiated through the Air Safety, Health and Security Department and Aircraft Technical Committee.
2. Development of design stages and continued technical evaluation of new aircraft shall include the In-Cabin Safety Standard in Section C. 1-15.; however, emphasis on current aircraft shall involve activities with, but not limited to, the following
  - a. Minimum Equipment List (MEL) on all aircraft in service
  - b. Master Minimum List (MMEL) on all aircraft in service
  - c. Involvement and input with galley manufacturers
  - d. Involvement and input with flight attendant and passenger seat manufacturers
  - e. Re-design and/or development of stretch versions of present aircraft cabin interior design
  - f. Involvement and coordination of efforts with federal agencies or safety organizations/manufacturers whose input will enhance safety within the cabin or air carrier aircraft
3. A sub-category of the Aircraft Technical Committee shall be known as the "Crash/Fire--Compartment Interiors Committee" and shall be responsible for crash/fire prevention research and compartment interior materials research.

**L. Health Committee**

1. The monitoring of health problems by the AFA-CWA and the development of health surveys to further research, identify, and study common flight attendant health problems shall be accomplished through the coordinating efforts of the Health Project Coordinator.
2. Members of the Health Committee shall meet with the various government and health officials in an effort to promote the awareness of flight attendant health difficulties. The Health Coordinator shall develop, with the Air Safety, Health and Security Director, proposals requesting improvements in the conditions which could prevent these problems, which are to be submitted to the aviation community.
3. The committee shall direct, but not limit, their studies to the following areas:
  - a. Alcohol-Drug abuse
  - b. Back problems
  - c. Dehydration
  - d. Diet
  - e. Fatigue
  - f. Headaches-tension
  - g. Hearing problems
  - h. Pregnancy
  - i. Sinus problems
  - j. Air quality/ventilation problems

**M. First Aid Committee**

1. The First Aid Coordinator shall seek to ensure that any flight attendant who, in good faith, renders emergency help to an injured or ill passenger aboard an aircraft shall not be held liable for any damages resulting from this act.
2. The Committee members shall strive for the development of improved comprehensive first aid and emergency flight attendant training. The Coordinator shall attend and evaluate airport disaster drills and offer valuable input in the development of improved drill programs in an effort to better the response capabilities of airports to accidents.

**SECTION VIII**  
**LEGAL, GRIEVANCE AND GOVERNMENT**

**A. Flight Attendant Testimony in Accident Cases**

In cases involving airline accidents, members of the Union shall not commit themselves orally or in writing, and shall refuse to give any statements or testimony to or before so-called fact-finding committees, boards and airline officials, or to any agency of Federal or State Governments unless and until they are represented by the AFA-CWA office or local AFA-CWA counsel, and then only if the law requires that such statements and testimony be given.

**B. Legal Assistance to Members**

The Union will provide legal assistance to members in matters arising out of their employment to the extent that such action is within the recognized purpose of AFA-CWA in protecting and advancing the welfare and security of all airline flight attendants collectively and individually. A guide for processing grievances is available from the local officers or the local grievance chairperson.

1. The Legal Department will provide the same representation in System Board cases to all flight attendants, regardless of membership or non-membership status. However, in those cases involving (1) members in bad standing, (2) non-members delinquent under the Agency Shop agreement, or (3) non-members not covered under Agency Shop agreements, the Local Council President involved shall require that the flight attendants pay AFA-CWA for the fees and expenses incurred by the assigned AFA-CWA staff, i.e., attorneys, staff negotiators, and an appropriate retainer shall be required.
2. At the outset of each System Board and arbitration representation, the staff attorney or staff negotiator involved shall determine the membership and financial status with AFA-CWA and shall report such findings to the appropriate Local Council President.
3. With regard to those flight attendants who are (a) members in bad standing, (b) service charge members delinquent under Agency Shop agreements, or (c) non-members not covered under Agency Shop agreements who have failed to proffer a required retainer, the Local Council President shall decline to provide the flight attendant with the services of a staff attorney or staff negotiator unless and until the flight attendant pays all of her/his back dues obligations or the required retainer.

**C. Appointment of System Board Members**

System Board members shall be elected for two (2) year terms. At least one Union member to each System Board of Adjustment shall be elected each year by the Airline Master Executive Council, such elections to be made in a manner so as to ensure, insofar as possible, that both Union members of a particular System Board of Adjustment will not at any time be new. In recognition of the smaller membership size of some carriers, use of a single arbitrator is encouraged. AFA-CWA shall establish training programs and carriers should utilize trained AFA-CWA members to conduct System Board of Adjustment hearings.

**D. Lawsuits by Members Against AFA-CWA**

All members of the Union must exhaust all internal remedies provided in the Constitution and Bylaws or policies with respect to any issue between the member and the Union before initiating any legal action against the Union.

**E. Anti-Discrimination Legislation**

The Union's officers shall actively support all pertinent legislation and introduce such legislation where applicable that will inure to the benefit of the membership on matters pertaining to discrimination involving age, sex, marital status, domestic partnerships, etc. In seeking such legislative goals, cooperation should be undertaken with other labor groups such as the AFL-CIO and other bodies as required.

**F. Unemployment Insurance and Worker's Compensation Legislation**

The Union's officers shall actively support all pertinent legislation and introduce such legislation where applicable that will ensure improved benefits to the membership on matters pertaining to unemployment insurance and worker's compensation.

**G. Customs Regulations**

Flight crew members of U.S. international air carriers should be permitted to bring into the United States on an annual basis a reasonable amount of duty-free goods and the Union shall make every reasonable effort to obtain international flight crews the same basic customs privileges accorded other U.S. Citizens.

The Union should begin legislative efforts to upgrade the \$25.00 duty-free exemption for flight crew members to the \$400.00 duty-free exemptions every thirty (30) days applying to a returning resident of the U.S. In addition to the above, the Legal Department should ask the Treasury Department for a reinterpretation of the existing laws to be tailored for flight crew members.

**H. Mutual Aid and AIRCON**

The Union supports all legal and legislative efforts before the Civil Aeronautics Board, Federal Courts and Congress against the Mutual Aid Pact and AIRCON.

**I. Polygraphs**

The Union opposes the use of polygraphs and other "lie-detection" devices in the employment context for any purpose. Union representatives should take all possible steps to prevent such tests from being administered and shall promptly notify the AFA-CWA Legal Department when the issue arises. The Union will oppose the introduction of test results at all hearings and will never seek to introduce such evidence.

**J. Alcohol/Drug Testing**

The Union opposes the use of mandatory/random alcohol and drug testing methods. In the event mandatory/random alcohol and drug testing is instituted pursuant to law, AFA-CWA will advise all members in writing of their rights under such laws.

**K. Weight Standards**

The Union opposes and shall seek to eliminate flight attendant weight standards and programs.

**SECTION IX**  
**UNION VOTING PROCEDURES**

**A. Union Voting Procedures - Ballot Certification Committee**

1. Voting procedures shall be made policy and be part of the Policy Manual, and upon the recommendation of the Ballot Certification Committee ("Committee") and approval of the Board of Directors by mail or electronic ballot, such policy may be revised. All remaining procedures and practices necessary to the proper conduct of balloting shall be deemed ordinary administrative functions, subject to the discretion of the Committee.
2. The Committee shall administer the election and voting procedures in accordance with the Constitution and Bylaws and applicable provisions of the Policy Manual. The Committee shall make recommendations to the International President on any proposed changes in the Constitution and Bylaws pertaining to the election and voting procedures.
3. Two-thirds (2/3) of the membership of the Committee shall constitute a quorum at any convened meeting. The determination of all matters at any such meeting shall be by majority vote of those members present or represented by valid proxy. The Committee will function in accordance with the "Standard Code of Parliamentary Procedure." Such clerical assistance as may be requested shall be furnished.

**B. Membership Balloting**

1. All strike and general membership voting shall be conducted by SECRET BALLOT. Union voting procedures shall utilize only the standard ballot forms and standard transmittal envelopes or standard electronic ballot as established by the Ballot Certification Committee.
2. A member shall be eligible to vote if that person's good standing status, as of the count date of the ballot, has been verified by the International Secretary-Treasurer of the Union.
3. The Committee shall resolve tie votes in the manner specified by the Constitution and Bylaws for the particular ballot involved.
4. All mail ballots shall be out not less than twenty-eight (28) calendar days from the date the ballots are mailed until the count date except as otherwise specified. All electronic ballots shall be out not less than twenty-one (21) calendar days from the date the ballot is started until the close of the polling period except as otherwise specified.
5. Ballot Retention - The International Secretary-Treasurer of the Union shall retain voting records in a locked file for a minimum of one (1) year, or for the duration of the term of office, whichever is longer. These records shall include ballots, unopened and voided ballots, tally sheets, certification statements, transmittal envelopes and other pertinent papers for mail ballots, and all pertinent documents and reports for electronic ballots, and shall be available for inspection by members in good standing at any meeting of the Committee.

**C. Majority Required**

Except where provided otherwise by the Constitution and Bylaws and applicable provisions of the Policy Manual, a majority of valid ballots returned, with no specific minimum required, shall determine the issue.

**D. Recount of Ballots**

1. Upon showing of good cause, the Committee shall conduct a ballot recount upon request of a candidate in a Local Council nomination or election ballot and upon request of a participating member in a contract ratification ballot, provided that not more than one (1) recount shall be required, except on a showing of good cause.
2. All requests for ballot recount must be in writing and submitted to the International Secretary-Treasurer no later than thirty (30) days from the date ballot results are certified, with the recount taking place no later than thirty (30) days from the request.

#### **E. Reballoting**

1. The Committee shall cause a ballot to be reconducted when:
  - a. For due cause, a ballot fails certification by the Committee;
  - b. After full investigation and for due cause, a ballot is voided by the Committee even though it may have been previously certified.
2. All requests for a ballot to be re-conducted must be in writing and sent to the International Secretary-Treasurer no later than sixty (60) days from the date ballot results are certified. The request must be sufficiently detailed to identify the specific reasons why the ballot should be re-conducted. A written reply will be provided by the International Secretary-Treasurer within sixty (60) days of receipt of the request, which will constitute the final reply from the Union.

#### **F. Mail Balloting Procedures**

The procedures outlined in this Section are applicable to the following ballots of the Union: nominations, elections, Executive Board, Board of Directors, strike, contract ratification, assessment, and special, or any form of electronic ballot. See Section G. through L. for additional procedures for specific classifications.

1. Construction of Ballot – The standard ballot form shall contain the following information:
  - a. Identification of ballot.
  - b. Instructions for marking and return.
  - c. Clear, concise statement of the question.
  - d. **Deadline date – A date by which a valid ballot must be returned in order to be counted. (Board 2015)**
2. Cover letter – A cover letter shall accompany each standard ballot and shall include the following information:
  - a. Description of reason for ballot.
  - b. Clear, concise statement of the question.
  - c. Short resume of voting procedures.
  - d. Statement of majority required which will be Plurality for Local Council Elections.
  - e. **Deadline date, if applicable. (Board 2015)**
  - f. Count date.
  - g. **Duplicate ballot instructions. (Board 2015)**
3. Ballot Printing – The Committee will cause to be printed a specified number of ballots to provide:
  - a. One ballot for each active member.
  - b. Ballots for members attaining eligibility status subsequent to the initial mailing date.
  - c. Replacement for lost or mismarked ballots in an amount sufficient to provide at least a number of equal to five percent (5%) of the active members of each domicile. **These will be retained by the Ballot Certification Committee for distribution to members upon request. (Board 2015)**
4. Retention of Ballots – Those ballots provided for in 3.b. above shall be retained by the International Secretary-Treasurer of the Union and made available to any such member attaining eligibility status subsequent to the initial mailing date upon request. Those ballots provided for in 3.c. above shall have the word "DUPLICATE" prominently displayed on the standard transmittal envelope.
5. Ballot Tally Sheet – The print shop shall prepare a tally sheet after printing ballots, showing the number printed, the number mailed, the number destroyed and the number provided to the International Secretary-Treasurer of the Union.

6. Ballot Mailing – Ballots and cover letters will be mailed to all active members who are listed on the latest membership roster. The ballot transmittal envelopes for any ballots going to members who are in bad standing as of the date the ballots are mailed shall have: "VERIFY STANDING ON COUNT DATE" prominently displayed. Such mailing shall be made using the member's last known home address as shown on the roster. The ballots and cover letter will be mailed with the envelopes marked appropriately to identify them as containing a ballot.
7. Ballot Requests – All oral requests from members for duplicate ballots will be recorded by memorandum. Each active member is entitled to receive a ballot and is also entitled to receive a duplicate ballot upon request. However, no member shall be sent a ballot except for that member's own personal use. Any member not receiving a ballot may request one from the International Secretary-Treasurer of the Union. The **International Secretary - Treasurer** shall distribute a duplicate ballot to those flight attendants whose name appears on the ballot roster, and if the name does not appear on the ballot roster, the **International Secretary-Treasurer** will **verify** the eligibility of said flight attendant. If the flight attendant is in bad standing, the **International Secretary-Treasurer** will write, "VERIFY STANDING ON COUNT DATE" on the transmittal envelope. Requests for ballots or duplicate ballots distributed by the **International Secretary-Treasurer** will be recorded by memorandum. All unused ballots and memorandum of ballots requested will be **retained** by the International Secretary-Treasurer of the Union. **(Board 2015)**
8. New Local Council Members – New Local Council members will be provided ballots upon request to International Secretary-Treasurer of the Union. **(Board 2015)**
9. Return of Ballots – The return of ballots, except for nominating ballots breaking a tie, shall be accomplished through utilization of the following procedures:
  - a. Post Office Box – All ballots in their transmittal envelopes shall be returned to a U.S. Postal Service Box designated by the Committee.
  - b. Transport of Ballots – The International Secretary-Treasurer of the Union and the Committee have designated the Election and Ballot Clerk as the staff personnel to transport the ballot transmittal envelopes from the Postal Service to the Ballot Security file in the Office. No other designations are authorized.
  - c. Ballots Security – Ballot transmittal envelopes transported to the Office will be promptly sorted by the Election and Ballot Clerk, under the supervision of the International Secretary-Treasurer of the Union, into the various ballot subjects. Ballot transmittal envelopes will thereafter be maintained separately from other records and documents under lock and key in the Ballot Security file in the custody of the International Secretary-Treasurer of the Union. A log shall be kept showing when and by whom the ballot transmittal envelopes are handled prior to the count.
10. Office Security – Ballot security will include completion of a tally sheet showing the number of ballots printed, number mailed to membership, number of extras or duplicates mailed to membership and number of blank ballots retained in the Office.
11. Record Reviews – All certifications of results will be reviewed by the International Secretary-Treasurer of the Union to assure that correct procedures have been followed. The membership status of each nominee will be checked and confirmed using the latest membership roster.
12. Ballot Preparation and Counting:
  - a. Preparation – Prior to the scheduled date of a Committee meeting, the Ballot Clerk under the supervision of the International Secretary-Treasurer of the Union, will perform the following functions:
    - (1) Ballot Sorting – All ballot transmittal envelopes will be sorted by:
      - (a) Airline
      - (b) Council

- (c) Standing – Using the data processing roster specifically designated for this meeting as a ballot count date roster:

1. Good Standing
2. Questionable (for one or more of the following reasons)
  - a. Bad standing
  - b. No signature on transmittal envelope
  - c. Transmittal envelope opened or tampered with
  - d. Ineligible to vote (other than bad standing)
  - e. Notations on transmittal envelope for Committee's attention
  - f. Ballot not enclosed in secret ballot envelope

- (2) Observer Notices – The meeting date of each Committee meeting for the purposes of counting ballots will be published whenever possible in AFA-CWA publications so that candidates will be notified of the date for the ballot count in order that they may be present as observers. Any member in good standing may be present as an observer during the validating and tallying of ballots. Any member electing to be present as an observer is encouraged to remain in attendance until all ballots have been counted and certified.

Any member or candidate who witnesses the counting or certification of ballots shall sign a statement agreeing not to disclose the results of such ballots until they have been counted and certified.

- (3) Staff Restriction – Only AFA-CWA staff or **authorized personnel and balloting vendors** may assist the Committee during the count. **(Board 2015)**

b. Ballot Counting

- (1) Ballot Count Date – Ballots distributed by the International Office requiring certification by the Committee shall have the count date scheduled by the International Secretary-Treasurer of the Union. The ballots will be validated, tallied and certified on the count date or as soon as the Committee can complete the tally and certification.
- (2) Count Quorum – Two (2) members of the Committee or their duly authorized proxies must be present to validate and tally all ballots requiring certification.
- (3) Ballot Secrecy – The secrecy of such ballots shall be maintained by utilization of the following procedures:
  - (a) The ballot shall be placed by the member in an inner envelope marked "BALLOT."
  - (b) The inner ballot envelope shall then be placed by the member in a standard transmittal envelope and returned to the Office where it will be the responsibility of the Committee to ensure the security of the ballots and the secrecy of the individual member's vote.
  - (c) The transmittal envelope must bear the identification of the voter as supplied by AFA-CWA for all mailed ballots. Any transmittal envelope not carrying the voter identification will be voided. All duplicate ballots without enclosed voter identification must bear the legible name and council number of the voter and that person's handwritten signature in order for the vote to be validated against the voter eligibility list. All signatures on transmittal envelopes bearing the word "DUPLICATE" shall require verification. All transmittal envelopes marked "VERIFY STANDING ON COUNT DATE" shall be checked against the ballot count date roster.
  - (d) If a member returns more than one ballot, only the ballot bearing the latest postmark will be opened and counted, **if applicable. (Board 2015)**
  - (e) After validation is completed, the transmittal envelopes will be opened and the ballot envelopes removed. Prior to opening the ballot envelopes, the transmittal envelopes must be physically separated therefrom.
  - (f) The inner ballot envelope will then be opened and the vote tallied.
  - (g) The tally sheet shall be filled out and certified by a member of the Committee.

- (4) Ballots will be voided by the committee for the following reasons:
  - (a) Transmittal envelope not identifiable
  - (b) No signature on transmittal envelope
  - (c) Transmittal envelope opened or tampered with
  - (d) Ineligible to vote (bad standing)
  - (e) Ineligible to vote (other than bad standing)
  - (f) Received after the count completed
  - (g) Improperly marked ballot
  - (h) Ballots signed or identifiable
  - (i) Any remarks or notations written on the ballot by the voter
  - (j) Notations on the ballot envelope or ballot for Committee's attention
  - (k) Ballot not enclosed in a secret ballot envelope
  - (l) Ballot **received after the deadline date, if applicable. (Board 2015)**
- (5) Ballot Voiding – Voided ballots and unopened voided transmittal envelopes will have recorded thereon why they were voided and shall be initialed by the Committee present. The Committee shall be the sole arbiter in ruling a ballot valid or void. Commitment to Serve cards included with these voided ballots in unopened transmittal envelopes will be considered void unless the notation of commitment to serve on the envelope is so indicated.
- (6) Ballots will be marked only in accordance with instructions contained thereon. The Committee will rule on acceptability of marking, but in no case will a secret ballot be validated if the voting member has signed it or otherwise rendered it identifiable. This provision shall not be construed to limit the right of a member to vote a write-in candidate in any election where permitted by the Constitution and Bylaws.

c. Result Certification

When the tally is completed, the Committee shall place the ballots, tally sheets and other necessary pertinent records in the custody of the International Secretary-Treasurer of the Union. The signature of the Committee members and/or proxies performing the tally, affixed to the Certification Statement, shall constitute certification of the ballot.

d. Tally – The tally sheet will show:

- (1) Number of eligible voters
- (2) Number of ballots printed
- (3) Number of ballots mailed in initial mailing
- (4) Number of ballots mailed in supplemental mailings
- (5) Number of ballots remaining in the Office
- (6) Number of ballots returned
- (7) Number of ballots voided
- (8) Results of tally
- (9) Signatures of the Committee members performing the tally

**G. Additional Ballot Procedures for Local Council Nominations**

1. Ballot Construction – The Committee will cause to be constructed standard nomination and election ballots as follows:
  - a. Standard nomination ballot form:
    - (1) Identification of ballot
    - (2) Instructions for marking and return
    - (3) Space for listing nominees
    - (4) **Deadline date (Board 2015)**

2. Nominations by Mail Nominating Ballot – Notice of nominations, nominating ballot, commitment to serve card, and cover letter (explaining election procedures, information regarding the commitment to serve card and procedures for distribution of campaign literature) shall be sent to all active members of Local Councils scheduled for elections. Such mailing shall be made using each member's last known address as shown on the latest membership roster. Ballots will be mailed in envelopes marked appropriately to identify them as containing a ballot.
  - a. The ballot transmittal envelope for any nominating ballots going to members who are in bad standing as of the date the nominating ballots are mailed shall have "VERIFY STANDING ON COUNT DATE" prominently displayed.
  - b. Active members casting nominating ballots shall return the commitment to serve card and the marked ballots in the transmittal envelope provided for that purpose. The Ballot Certification Committee shall tally and certify the results of the nomination ballot in accordance with Article VIII.C. 1. of the Constitution and Bylaws. Candidates receiving nominations for each office will be contacted by telephone and/or e-mail in order to seek a commitment to serve statement, in the event candidate has not already provided such a statement. A copy of the e-mail will be sent to the Local Council President. The nominee shall have fourteen (14) days to respond to indicate a commitment to serve.
3. Commitment To Serve – A commitment to serve card to be filled in by the member completing the nomination ballot will be included in the transmittal envelope: "I recognize that in running for AFA local office, I commit to the highest ideals of the Union, its ethical practices and the AFA Constitution and Bylaws." The order of preference may be indicated after each office. (See also Article VIII.C.1.f.)

#### **H. Additional Procedures for Local Council Elections**

1. Standard Election Ballot Form – This form shall include the following information:
  - a. Identification of ballot
  - b. Instructions for marking and return
  - c. Names of nominees in alphabetical order
  - d. Space for write-in candidates
  - e. Deadline date (Board 2015)**
2. Candidate Insufficiency – When an insufficient number of eligible candidates are nominated, only those eligible candidates nominated will be shown on the ballot and the other nominee position will remain blank. The notice of election cover letter accompanying the ballot will contain a statement explaining the reason for the shortage of nominees. It will suggest the use of the write-in privilege.
3. Print Request – A print request for election ballots will be made only after the International Secretary-Treasurer has checked and confirmed each nominee is an active member in good standing.

#### **I. Additional Procedures for Executive Board Mail Balloting**

1. General
  - a. All balloting by mail of the Executive Board shall be conducted by open ballot utilizing standard ballot forms and standard transmittal envelopes as established by the Committee.
  - b. Only those representatives who are members of the Executive Board on the count date of the mail ballot will be eligible to vote.
  - c. The Committee shall resolve tie votes in the manner specified by the Constitution and Bylaws for the particular ballot involved.
  - d. On any mail ballot of the Executive Board there shall be an individual vote on each separate issue. Special efforts shall be made to allow sufficient time for Executive Board members to consider the issues on a mail ballot to be returned in a self-addressed, stamped envelope, but not to exceed twenty (20) days.
  - e. Executive Board ballots will be mailed to all members of the Executive Board under separate cover with the envelope marked appropriately to identify them as containing a ballot.

- f. Ballot Requests – Any member of the Executive Board not receiving a ballot may request one from the International Secretary-Treasurer of the Union. Such requests will be checked against the latest Executive Board roster. Duplicate ballots mailed will have the word "DUPLICATE" clearly indicated on the standard transmittal envelope.
  - g. Ballot Retention – The International Secretary-Treasurer of the Union shall retain voting records in a locked file for a minimum of one (1) year. These records shall include ballots, unopened and voided ballots, tally sheets, certification statements, transmittal envelopes and other pertinent papers, and shall be available for inspection by members in good standing at any meeting of the Committee
2. Ballot Construction and Printing
- a. Standard Executive Board Ballot Form:
    - (1) Identification of Ballot – Executive Board Ballot and date of mailing
    - (2) Identification of subject being balloted
    - (3) List of each separate issue with space to vote on each: for, against; abstain
    - (4) Space for signature, airline, and council:
 

Signature \_\_\_\_\_  
 Airline \_\_\_\_\_  
 Council \_\_\_\_\_
    - (5) **Deadline date (Board 2015)**
  - b. The cover letter from the International President shall include the following information:
    - (1) Description of reason for ballot
    - (2) Statement of majority required
    - (3) Count date
    - (4) **Deadline date (Board 2015)**
  - c. Ballot Printing – The Committee will cause to be printed a special number of ballots to provide:
    - (1) One ballot for each member of the Executive Board
    - (2) Ballots for members elected subsequent to the initial mailing date
    - (3) Replacements for lost or mismarked ballots
3. Executive Board Ballot Counting
- a. Executive Board ballots requiring certification by the Committee shall be validated and tallied in accordance with voting procedures.
  - b. Executive Board ballots will be voided for the following reasons:
    - (1) A ballot received with no signature on ballot
    - (2) A ballot received from a member who is no longer a member of the Executive Board as of the count date
    - (3) A ballot received after the ballot count has been certified by the Committee
    - (4) A ballot received with no vote expressed, or with any wrong marking of the vote which makes it impossible to tally that ballot
  - c. Voided ballots and unopened transmittal envelopes will have recorded thereon why they were voided and shall be initialed by the Committee present. The Committee shall be the sole arbiter in ruling a ballot valid or void.

- d. When the tally is completed, the Committee shall place the ballots, tally sheets, and other necessary pertinent records in the custody of the International Secretary-Treasurer of the Union. The signature of the Committee members and/or proxies performing the tally, affixed to the Certification Statement, shall constitute certification of the ballot. Notice of the balloting results by airline shall be promptly forwarded to the Executive Board and Board of Directors.

## **J. Additional Procedures for Board of Directors Mail Balloting**

### **1. General**

- a. All balloting by mail of the Board of Directors shall be conducted on a roll call basis, by open ballot utilizing only the standard ballot forms and standard transmittal envelopes as established by the Committee.
- b. Only those representatives who are members of the Board of Directors on the count date of the mail ballot will be eligible to vote.
- c. The Committee shall resolve tie votes in the manner specified by the Constitution and Bylaws for the particular ballot involved.
- d. On any mail ballot of the Board of Directors there shall be an individual vote on each separate issue. Special efforts shall be made to allow sufficient time for Board of Directors members to consider the issues on a mail ballot and still meet the **deadline** date. **(Board 2015)**
- e. Board of Directors ballots will be mailed to all members of the Board under separate cover with the envelope marked appropriately to identify them as containing a ballot.
- f. The cover letter from the International President shall include the following information:
  - (1) Description of reason for ballot
  - (2) Statement of majority required
  - (3) Count date
  - (4) **Deadline** date **(Board 2015)**
- g. Roll call ballots will be accompanied by a roll call roster of the Board of Directors. The mailing of the roll call ballot shall establish the number of members in good standing represented by each member of the Board of Directors. A member may vote all of the votes for or against each separate issue by marking with an "X" in the appropriate place or by writing in the number of votes. The Board member may split the votes on a separate issue by writing in the number of votes "For" and "Against."
- h. Ballot Requests – Any member of the Board of Directors not receiving a ballot may request one from the International Secretary-Treasurer of the Union. Such requests will be checked against the latest Board of Directors roster. Duplicate ballots mailed will have the word "DUPLICATE" clearly indicated on the standard transmittal envelope.
- i. Ballot Retention – The International Secretary-Treasurer of the Union shall retain voting records in a locked file for a minimum of one (1) year. These records shall include ballots, unopened and voided ballots, tally sheets, certification statements, transmittal envelopes and other pertinent papers, and shall be available for inspection by members in good standing at any meeting of the Committee

### **2. Ballot Construction and Printing**

- a. Standard Board of Directors Ballot Form:
  - (1) Identification of Ballot – Board of Directors Ballot and date of mailing
  - (2) Identification of subject being balloted
  - (3) List of each separate issue with space to vote on each: for: against: abstain

- (4) Space for signature, airline, and council:

Signature \_\_\_\_\_  
Airline \_\_\_\_\_  
Council \_\_\_\_\_

- (5) **Deadline date (Board 2015)**

- b. Ballot Printing – The Committee will cause to be printed a specified number of ballots to provide:
- (1) One ballot for each member of the Board of Directors
  - (2) Ballots for members elected subsequent to the initial mailing date
  - (3) Replacements for lost or mismarked ballots
3. Board of Directors Ballot Counting
- a. Board of Directors ballots requiring certification by the Committee shall be validated and tallied in accordance with voting procedures.
  - b. Board of Directors ballots will be voided for the following reasons:
    - (1) A ballot received with no signature on ballot
    - (2) A ballot received from a member who is no longer a member of the Board of Directors as of the count date
    - (3) A ballot received after the ballot count has been certified by the Committee
    - (4) A ballot received with no vote expressed, or with any wrong marking of the vote which makes it impossible to tally that ballot
    - (5) A roll call ballot received on which that member voted more votes than that to which the member is entitled.
  - c. Voided ballots and unopened transmittal envelopes will have recorded thereon why they were voided and shall be initialed by the Committee present. The Committee shall be the sole arbiter in ruling a ballot valid or void.
  - d. When the tally is completed the Committee shall place the ballots, tally sheets, and other necessary pertinent records in the custody of the International Secretary-Treasurer of the Union. The signature of the members and/or proxies performing the tally, affixed to the Certification Statement, shall constitute certification of the ballot. Notice of the balloting results by airline shall be promptly forwarded to the Board of Directors and Executive Board.

**K. Additional Procedures for First Contract Ratification**

The International Secretary-Treasurer of the Union will compose a letter explaining, in detail, union voting procedures, including the definitions of: Member, Apprentice Member, and Non-Member. AFA-CWA Membership applications should be sent to all nonmembers. Each flight attendant of an airline voting to ratify a first contract should receive this letter before receiving an actual ballot to vote.

**L. Additional Procedures for Electing AFA-CWA Convention Delegates**

1. Any Local Council that does not have a sufficient number of elected Local Officers for all of the delegates permitted to be sent to the Convention will have the ability to elect additional delegates by secret ballot. These additional delegates may be elected by mail, electronically, or at an appropriately called Local Council Meeting.
2. These elections must be in compliance with the Labor-Management Reporting and Disclosure Act (LMRDA), the CWA Constitution, and the CWA Local Elections Manual. Elections should be scheduled so that they may be certified in time so that the elected delegates may register online for the Convention.
3. Local Councils decide how many Delegates to send to the Convention, based upon local budgetary constraints and the maximum permitted under the CWA Constitution.

4. Delegates must be sent in the order specified in Article III.C.3, with the order amongst Council Representatives determined by the number of votes received in their respective elections.
5. When a Delegate is unable to attend, an Alternate may be sent, and Article III.C.3. identifies the order amongst the alternates.

#### **M. Electronic Balloting Procedures**

The procedures outlined in this Section are applicable to the following ballots of the Union: nominations, elections, Executive Board, Board of Directors, strike, contract ratification, assessment, and special that are conducted electronically via telephone or the Internet.

1. Construction of Ballot Letter – The standard electronic ballot letter shall contain the following information:
  - a. Identification of ballot.
  - b. Reason for the ballot.
  - c. Instructions for voting.
  - d. Clear, concise statement of the question.
  - e. Statement of majority required which will be Plurality for Local Council Elections.
  - f. Polling period — A deadline date and time for closing of the balloting after which time no votes will be accepted, with such date to be determined by the Master Executive Council President, provided that the minimum required time frame is met. However, for Local Council nominations and elections, the International Secretary-Treasurer shall establish the deadline for closing of the polling period.
2. Notice of Ballot – All active members shall receive notice of the conduct of the ballot via one or more of the following methods:
  - a. Letter or postcard to address of record.
  - b. Automated telephone call to telephone number of record.
  - c. E-mail if available
  - d. Notice of ballot should be posted on AFA-CWA bulletin boards and websites and printed in any newsletters published during the balloting period.
  - e. Notice of ballot shall contain the following information:
    - (1) Reason for ballot
    - (2) Short resume of voting procedures including how to access the ballot
    - (3) Polling dates
    - (4) Count date
3. Any member attaining eligibility status subsequent to the initial polling date shall be granted access to an electronic ballot upon request.
4. New Local Council members shall be provided access to an electronic ballot upon request of the Local Council President or the International Secretary-Treasurer of the Union.
5. Members may vote or change their vote as often as they choose during the balloting period. Only the last vote as of the close of the polling period shall be counted.
6. Records Review – All certifications of results will be reviewed by the International Secretary-Treasurer of the Union to assure that correct procedures have been followed. The membership status of each nominee will be checked and confirmed using the latest membership roster.
7. Ballot Count – After the close of the polling period but prior to the final tally of all votes received, the database shall be updated for verification of membership status, standing, and eligibility to vote with the most recent information available.
8. Observer Notices shall be the same as for mail ballots referenced in Section IX.F.12.a.2.

9. Staff Restriction – Only AFA-CWA staff **or authorized personnel and balloting vendors** may assist the Committee during the count. **(Board 2015)**
10. Electronic ballots conducted by the International Office and requiring certification by the Committee shall have the count date scheduled by the International Secretary-Treasurer of the Union, unless otherwise specified. Two members of the Committee or their duly authorized proxies must be present to validate and tally all ballots requiring certification.
11. Only votes received during the polling period shall be counted.
12. Ballots will be voided for the following reasons:
  - a. Ineligible to vote ( bad standing )
  - b. Ineligible to vote ( other than bad standing )
  - c. Any remarks or notations identifying the voter
13. Tally and Certification Report shall show:
  - a. Number of eligible voters
  - b. Dates and times of the polling period
  - c. Number of ballots cast
  - d. Number of ballots voided
  - e. Results of tally
  - f. Signatures of Committee members certifying the vote.
14. Electronic ballots for Local Council Nominations shall be constructed appropriately using the provisions in Section IX.G.
15. Electronic ballots for Local Council Elections shall be constructed appropriately using the provisions of Section IX.H.
16. Electronic ballots for Executive Board balloting shall be constructed and conducted using the provisions of Section IX.I., excepting that the ballot and cover letter shall be sent electronically, and no signature shall be required on the ballot.
17. Electronic ballots for Board of Directors balloting shall be conducted using the provisions of Section IX.J., excepting that the ballot and cover letter shall be transmitted electronically and no signature shall be required on the ballot.

#### **N. Additional Procedures for International Officer Elections**

The procedures outlined in this Section are applicable to the election procedures for International Officer elections at Board of Directors meetings.

##### **1. Committee Establishment**

Prior to any International Officer election, an Election committee will be established in accordance with Article V.K.1.d.

##### **2. International Officer Ballot Construction**

The Official International Officer Ballot shall contain the following information:

- a. Year of AFA-CWA Board of Directors Meeting
- b. Meeting Location
- c. Date of Election
- d. Ballot Name
- e. Space for Delegate's name
- f. Space for Council number
- g. Space for Official Role Call Votes of Delegate
- h. Space for candidates names, votes, abstentions, and total
- i. Space for Delegate Signature
- j. Designated Official Receipt

3. Ballot Counting
  - a. International Officer ballots requiring certification by the Committee shall be validated and tallied in accordance with voting procedures.
  - b. Should a delegate cast less votes than the Official Roll Call, those votes not cast will be considered abstentions.
  - c. International Officer Elections ballots will be voided for the following reasons:
    - (1) A ballot received with no signature on the ballot.
    - (2) A ballot received after the voting period has been closed.
    - (3) A ballot received with no vote expressed, or with any wrong marking of the vote which makes it impossible to tally that ballot.
    - (4) A Ballot received on which the delegate voted more votes than that to which the member is entitled.
    - (5) The official ballot is not used.
  - d. Voided ballots will have recorded thereon why they were voided and shall be initialed by the Committee present. The Committee shall be the sole arbiter in ruling a ballot valid or void.
4. Tally and Certification Report
  - a. When the tally is completed, the Committee Chair shall ensure the details are read into the record. This shall identify each Council, the number of eligible votes, the number of votes cast, and the candidate(s) receiving the vote(s).
  - b. The Committee Chair shall ensure the ballots, tally sheets, and other necessary pertinent records are placed in the custody of the International Secretary-Treasurer of the Union. The signature of the committee members performing the tally, affixed to the Certification Statement, shall constitute certification of the ballot.

**SECTION X**  
**MERGER POLICY AND RELATED EMPLOYEE**  
**PROTECTIVE PROVISIONS**

**A. Scope and Purpose**

The fundamental scope and purpose of this policy is to provide protection for the employment rights of flight attendants. **Key priorities are to ensure that representation is maintained or enhanced; seniority is protected; and, negotiation of the Joint Collective Bargaining Agreement (JCBA) is facilitated.** This policy shall be applicable when two or more AFA-CWA-represented carriers engage in any merger, consolidation, acquisition of control, purchase, sale, lease or other similar transactions or arrangement between or among them, involving their previously separate airline operations or services previously performed by them as separate airlines, in a manner that may affect the seniority rights of the flight attendants (all hereafter referred to as "merger" for purposes of this policy). **(Board 2015)**

**B. Notice of Merger and Activation of Policy**

1. **Within 30 days** after learning of management action to effect a merger, through agreement, notification to a government agency or otherwise, the International President shall notify the Master Executive Council of each affected airline that, in accordance with this procedure, it is their responsibility to meet and activate Union policy and procedures for the settling of **representation**, seniority **integration**, and contractual issues.
2. **When an MEC President is notified by management or becomes aware that a merger is planned, the MEC President shall immediately notify the International President.**
3. The International President, in consultation with the affected Master Executive Council, shall take all measures as may be applicable to assure that the affected flight attendants will have access to appropriate labor protective provisions providing for transfer of employment and seniority from one company to another.
4. **When a potential merger has been identified, the International President shall convene a Merger Steering Panel (MSP) comprised of the affected airlines' MEC President(s) and professional staff members to include the General Counsel, Director of Collective Bargaining, Staff Negotiator(s), and others as determined necessary for the purpose of facilitating AFA merger policy and support for the elected leaders of the affected Flight Attendants. The role of the Merger Steering Panel (MSP) is to facilitate and assist the Joint Negotiating Committee throughout the negotiations process, up to and including ratification of a merged collective bargaining agreement.**
5. The International President shall convene **in joint session** the Master Executive Council(s) of each airline affected under the scope of this policy **within sixty (60) days of public announcement of a pending merger/consolidation.** The purpose of this joint session shall be to brief and orient the **elected Flight Attendant leaders** on the provisions of this policy.
  - a. **The agenda for the meeting shall include:**
    - 1) **Review of the proposed merger;**
    - 2) **Discuss AFA position to support, oppose, remain neutral or reserve the right to later take a position on the proposed consolidation;**
    - 3) **Review of RLA Single Carrier process, rights of union members and role of NMB;**
    - 4) **Review of AFA Merger Policy;**
    - 5) **Operating by consensus and final decision-making;**
    - 6) **Role of the Merger Steering Panel (MSP) and International Officers;**
    - 7) **Timeline and Coordinated Plan of Action to achieve best conditions for Flight Attendants; and,**
    - 8) **Review confidentiality requirements, as appropriate.**
  - b. Additional topics as necessary related to the proposed consolidation and Flight Attendant/leadership concerns **may be added.**

6. The International President, in consultation with the affected Master Executive Council, shall take all measures as may be applicable to assure that the flight operations, equipment and routes of each company party to a merger shall remain separated until such time as the flight attendant seniority lists are merged and the merged seniority list is implemented, subject to appropriate agreements between the parties.

### C. Seniority Merger Policy and Procedures

1. Following the Joint Master Executive Council meeting under Section X.B.1., **each** Master Executive Council shall elect two (2) representatives from their respective seniority lists to serve as merger representatives. In the event a Master Executive Council fails to elect merger representatives within thirty (30) days following the joint session, the International President may, at the International President's discretion and subject to an opportunity for the affected Master Executive Council to be heard by the International President, appoint any member of the Union in good standing from the affected airline to fill any merger representative vacancy. The Master Executive Council or the International President, whoever designates these representatives, will certify them as having complete and full authority to act for and in behalf of the flight attendants of their respective airlines for the purpose of compiling necessary employment data and a single flight attendant seniority list.
2. Compilation of Employment Data
  - a. **The compilation of employment data is the beginning of the process to protect flight attendant seniority, as stated in AFA's Mission Statement and Objectives (Article I.C.4.)**
    - (1) The merger representatives shall be responsible for determining the seniority number, the date from which each flight attendant accrues competitive (bidding) seniority as a flight attendant on her/his current seniority list (hereafter "seniority date"), the initial date on which each flight attendant commenced operational training attendant to commencing duties as a flight attendant (hereafter "initial training date"), the number of days after initial training date spent by each flight attendant in initial operational training prior to qualification as a flight attendant (hereafter "training days"), whether the flight attendant accrued seniority for any or all such training days and, if so, the number of days accrued. Such data shall be compiled as of the date of the merger agreement between the affected airlines, unless the merger representatives agree to a later date, provided that use of such later date shall not delay the process for compilation of data.
    - (2) It is the intent of this policy that the "seniority date" of a flight attendant shall be the date from which each flight attendant accrues competitive (bidding) seniority as a flight attendant as of the date of the merger agreement between the affected airlines. It is recognized that this seniority date may be different than the flight attendant's initial training date or may have been adjusted for various reasons since the original date on which the flight attendant began to accrue seniority on or after initial training date; in such cases, the "seniority date" is not to be changed back to the original date on which the flight attendant began to accrue seniority.
  - b. The merger representatives shall strongly urge the respective carriers to make available for inspection and copying all records necessary to ascertain and to verify such information and data, and the merger representatives of each group shall, at the appropriate time, be entitled to examine the data utilized by the other.
  - c. It is intended that clerical and staff assistance be used to compile this data where practicable and that such data, once compiled, shall be stored by the AFA-CWA office for future use as needed.
  - d. The merger representatives shall forward a statement of their findings via USPS First Class Mail to each active flight attendant and via USPS Delivery Confirmation to all inactive flight attendants within sixty (60) days of their appointment. Notices must be posted on each domicile AFA-CWA bulletin board that this statement has been mailed out to each flight attendant and outline the responsibility of the flight attendant to verify

or challenge these findings within the allotted time period. In addition, the integrated seniority list of each respective airline shall be posted along with the notices on the bulletin board and AFA-CWA website. In addition, **all currently employed electronic means should be used, and** if a newsletter is being published during this time period, the information posted on the bulletin board should be included in it.

- e. It is the responsibility of the individual flight attendant to verify or challenge the findings of the merger representatives within forty-five (45) days of the posting of the seniority list **by replying to merger representatives as designated in the posting.**
  - f. The merger representatives will receive and evaluate all protests and will adjudge the validity of the claim. Their decision will be final and such decision shall be in writing and shall be forwarded to the flight attendant following completion of the hearing, if any, by the means outlined in Section X.C.2.d. above.
  - g. Certified Seniority Lists — Upon completion of the process outlined above, the merger representatives shall promptly and without delay prepare a flight attendant seniority list and shall certify that the list reflects the proper relative position of each flight attendant thereon, and that the information provided is the most accurate information available. The relative position of the flight attendants on their respective seniority lists shall be maintained. Such list shall contain the following information compiled pursuant to Section X.C.2.a. above pertaining to each individual listed: seniority number, name, seniority date, initial training date, training days, whether the flight attendant accrued seniority for any or all such training days and, if so, the number of days accrued.
  - h. The merger representatives involved in a merger may, by mutual agreement and with the approval of the International President, make adjustments for compilation of employment data and related time limits, using existing policy as a guide, but shall otherwise follow existing policy.
  - i. The International President may adjust the date for commencing compilation of employment data and related time limits until the International President determines that there is a reasonable probability that the merger will be consummated. The International President may also adjust such date and related time limits until there are reasonable assurances that the affected flight attendants will have access to appropriate labor protective provisions providing for transfer of employment and seniority from one company to another.
3. Compilation of Merged Seniority List
- a. Implementation of the policy beyond preparation of the certified seniority lists pursuant to Section X.C.2.h. above shall be held in abeyance until the International President determines that there is a reasonable probability that the merger will be consummated. The International President may further hold implementation of policy beyond preparation of certified seniority lists in abeyance until there are reasonable assurances of labor protective provisions for transfer of employment and seniority from one company to another.
  - b. Within ten (10) days following the International President's determination pursuant to Section X.C.3.a. above, the merger representatives shall meet and exchange their findings. Data pertinent thereto and pertinent to the solution of integration problems will be made available to all representatives, including available information on policies of each airline relating to seniority accrual for training days.
  - c. Within twenty (20) days following the meeting under Section X.C.3.b. above, the merger representatives will meet again and compile a merged seniority list. If all flight attendants on both seniority lists were subject to the same policy regarding seniority accrual for training days, the merged seniority list will be compiled based upon the seniority date of each flight attendant.
    - (1) In the event that this is not the case, the merger representatives will compile a merged seniority list based upon adjusted **bidding** seniority date, the only adjustment to seniority date as defined in Section X.C.2.a. above, being reconciliation of differences in policies on the respective carriers relating to

seniority accrual for training days so that each flight attendant on the merged seniority list receives credit for her/his training days.

- (2) The merger representatives are empowered to compromise their differences over reconciliation of such training policies to the extent necessary to reach an agreement on a merged seniority list, provided that each flight attendant on the merged seniority list receives credit for her/his training days. **In the event that all training dates cannot be identified, the merger representatives shall agree upon a methodology that can be applied in a consistent and equitable fashion.**
- (3) **The merger representatives must also agree upon a methodology to integrate members from different seniority lists that have the same-date bidding seniority.**
- (4) In compiling the merged seniority list, whether by seniority date or adjusted seniority date, the relative position of the flight attendants on their respective seniority lists shall be maintained and the merger representatives shall not have the authority to alter the relative position of any flight attendant to others on her/his own list for any reason. For purposes of completing their functions, the merger representatives must list the names of all flight attendants in integrated order on a merged list.

#### 4. Data Resolution

- a. In the event that the merger representatives have not completed the integrated seniority list within thirty (30) days of commencing their meetings under Section X.C.3.c. above, any remaining data disputes and any issues remaining in dispute between the parties under Section X.C.3.c. shall be resolved by final and binding arbitration as provided below.
- b. The merger representatives, within thirty (30) days of commencing their meetings under Section X.C.3.c. above, shall agree upon a Neutral who will agree to arbitrate the dispute. The Neutral shall be from a list of five (5) Neutrals approved by the Union. The list of Neutrals shall be provided to the merger representatives at least five (5) days before the meeting. If the parties fail to agree on a Neutral from the list, the merger representatives for each carrier shall alternately strike from the list until only one name remains, the party striking first to be determined by a toss of a coin. The final name remaining on the list shall be asked to serve. If that person is unable or unwilling to act as the Neutral, then the final name stricken shall be asked to serve, and so on, until a Neutral has consented to serve.
- c. **The data dispute will be presented before the Neutral and the proceeding** will commence no later than ten (10) days after the end of the thirty (30) day period provided for meetings by Section X. C.3.c. above or as soon thereafter as the Neutral is available. The Neutral shall have the only vote and shall be the sole signatory to the award. The award of the Neutral shall be issued within thirty (30) days following the close of the hearings, or within sixty (60) days following the commencement of **the proceeding**, whichever occurs first, unless the merger representatives mutually agree to extend such time limit with approval of the Neutral.
- d. The Neutral shall **provide a decision within thirty (30) days that will** resolve only the issues remaining in dispute between the parties, including any data disputes, but shall confirm through the award the areas upon which the groups agree.
- e. The Neutral shall merge the flight attendant seniority lists, by seniority date or adjusted seniority date in accordance with the directives set forth in Section X.C.3.c. above, by resolving issues remaining in dispute between the parties, provided that the Neutral shall have the authority to interpret Section X.C.3.c. to resolve issues in dispute between the parties, provided further, that the relative position of the flight attendants on their respective seniority lists shall be maintained and the Neutral shall not have the authority to alter the relative position of any flight attendant to others on her/his own list for any reason.

For the purposes of the award, the merged seniority list must list the names of all flight attendants in integrated order. Additional data may be included if the Neutral so designates.

- f. The award of the Neutral shall be final and binding on all parties to the **data dispute** and shall be defended by the Union. The Neutral shall include in the award a provision retaining jurisdiction until a merged agreement incorporating the award has been concluded, for the limited purpose of resolving disputes which may arise between the flight attendant groups with regard to the meaning or interpretation of the award.
- g. The merger representatives of the affected airlines shall be charged with the preparation of their contentions regarding the merger and their subsequent presentation before the Neutral. Such contentions may be made orally or may be made in writing as the representatives shall deem advisable.
- h. **This award to resolve individual seniority dates should in no way delay the delivery of an integrated seniority list once the JCBA is ratified. Any data adjustments resulting from the proceeding may be corrected after delivery of the integrated list, if necessary.**

5. Additional Flight Attendant Group

If, prior to reaching an agreement on an integrated seniority list or prior to the beginning of the hearings under this policy, the interest of another flight attendant group is projected into the seniority integration problem, said meetings or **hearings** may be delayed at the discretion of the International President of the Union. Such delay shall be for the purpose of allowing the additional flight attendant group to become a party to the procedures in progress under this policy. In the event such delay is invoked, the International President shall set the extent of such delay not to exceed an amount of time consistent with the circumstances.

**D. Contractual Protection**

- 1. The Union shall seek to incorporate into all employment agreements the strongest and most effective protection possible covering mergers and similar arrangements as defined above. Such protection may include, but not be limited to contractual successor and survival provisions, contractual labor protective provisions, scope clauses, and use of Section 6 openers under the Railway Labor Act.
- 2. Within thirty (30) days following the joint MEC meeting under Section **X.B.5.**, each of the affected MEC shall appoint two (2) members from each carrier participating in merged contract negotiations to the joint negotiating committee for the purpose of jointly obtaining interim safeguards, including a fence agreement with management, and merging the employment agreements. The Master Executive Council President of the respective airlines shall be ex-officio members of such committee, until merger of the Master Executive Councils, at which time the President of the merged Master Executive Council shall be a member in accordance with Union policy. The International President shall closely monitor the preparation of opening proposals for interim safeguards and a merged agreement and all attendant problem areas and shall, if necessary, appoint a **Chairperson** of the joint negotiating committee to function until merger of the Master Executive Councils.
  - a. The International Secretary-Treasurer of the Union shall establish a budget for merger-related negotiations, including obtaining interim safeguards and merging the employment agreements. Such budget shall be approved by mail ballot of the Executive Board, unless the Executive Board or Board of Directors is scheduled to meet within sixty (60) days of the joint Master Executive Council meeting under Section **X.B.1.** in which event the budget shall be approved by the applicable Board in session.
- 3. In no event, except by decision of the merged Master Executive Council, will the company be given the right to use the merged seniority list prior to the successful conclusion of the merged **collective bargaining** agreement.

4. The members of the negotiating committee shall have complete and full authority to resolve any and all trackage disputes between the flight attendant groups including those arising from the interpretation or implementation of any agreement embodying interim safeguards.
- a. **The JNC, with support from the MSP, shall fully prepare for merged contract negotiations. The preparation process should be completed within one hundred eighty (180) days of the financial closure of the business transaction or sooner.**
  - (1) The MSP shall facilitate an initial training of new JNC members within thirty (30) days of appointment and no later than thirty (30) days following the financial closure of the business transaction, or conduct a new training within thirty (30) days of appointment of a JNC member.
  - (2) A survey/polling of the membership will be completed within sixty (60) days of initial training of the JNC and no later than sixty (60) days following the financial closure of the business transaction.
  - (3) While the survey/polling is being conducted, the JNC committee will conduct a review of the respective agreements to identify commonalities, differences, areas of cultural preference, benefits of each agreement, and unique issues associated with specific air service. The JNC committee shall also conduct a review of collective bargaining agreements and employment terms at comparable airlines.
  - (4) The work of the JNC, industry comparisons and membership feedback/polling results shall be used as the JNC committee completes the union's opening position ("opener") for negotiations within one hundred eighty (180) days of the financial closure of the business transaction.
  - (5) The MSP will facilitate JNC consensus decision-making.
  - (6) If consensus is not achieved, the JNC shall utilize dispute resolution procedures outlined in Section X.D.4.c.
- b. The MEC President may petition the International President to modify the time parameters within this process if such modification supports a strategic plan to improve the Union's position at the bargaining table in order to achieve a ratified agreement.
- c. In the event that the members of the negotiating committee are unable to reach consensus, the International President shall convene the Merger Steering Panel (MSP) for the purpose of facilitating a resolution process to achieve the opener and make negotiations decisions within the Union's control, up to and including ratification of a merged collective bargaining agreement.
  - (1) If the JNC is unable to completed the opener within one hundred eighty (180) days of the financial closure of the business transaction, outstanding differences will be submitted to mediation (utilizing federal or professional mediation services secured by the Union) within seven (7) days. Mediation shall convene and conclude within thirty (30) days of submission, subject to extension of mediation proposed by the JNC/MSP and approved by the International President.
  - (2) If all issues are not resolved through mediation, the International President shall call a meeting with the MSP, including the MEC President, for the purpose of providing a final recommendation to the Joint Negotiating Committee.
  - (3) If the JNC is still unable to reach consensus, the MSP may recommend that the MEC appoint a new committee to conclude the process within two hundred forty seven (247) days of the financial closure of the business transaction.
  - (4) Per Section X.D.2., the International President may appoint a Chairperson of the JNC, with authority and purpose of reaching a final decision on all outstanding issues within two hundred (247) days of the financial closure of the business transaction.

- (5) **The MEC President may petition the International President to modify the time parameters within this process if such modifications supports a strategic plan to improve the Union's position at the bargaining table in order to achieve a ratified agreement.**

**d. If resolution is not achieved through the steps above, within thirty (30) days, the International President shall provide the negotiating committee members with a list of five (5) Neutrals, from which the negotiating committee members shall select an arbitrator by alternately striking from the list until only one name remains. All such arbitration proceedings shall be expedited, to convene within thirty (30) days of arbitrator selection. In no event shall the arbitration hearing take more than one week, and the award shall be made within thirty (30) days of the arbitration. The hearing, testimony, and proceedings shall remain confidential to the Union to ensure management negotiators are only advised of a single position from the Union. All flight pay loss, costs and expenses of such arbitration proceedings, including the ordinary and necessary expenses and fees of the Neutral, must be pre-approved by the International President, and shall be borne by the respective groups incurring such expenses. The award of the Neutral shall be the position of the Union with the carrier.**

#### **E. Merger of Master Executive Councils**

1. Within thirty (30) days following the **financial closing of the** merger between the affected airline corporations, the International President shall convene the Master Executive Councils of each airline in joint-session for the purpose of **outlining the process of** merging the Master Executive Councils into a single Master Executive Council.
  - a. **The agenda shall include but not be limited to the following:**
    - (1) **Schedule for** electing Master Executive council Officers.
    - (2) **Existence of two (or more) collective bargaining agreements.**
    - (3) **Status of MEC Committees and/or need for separate committees specific to each contract.**
    - (4) **Merger of Local Executive Councils.**
    - (5) **Alignment of Budgets.**
    - (6) **Consideration of office leases and assets.**
    - (7) **Role of the International Officers.**
    - (8) And such other business as required under the circumstances.
  - b. The International President or International President's designee shall **ensure this process is completed no later than ninety (90) days after the financial close of the merger.**
  - c. The terms of the Master Executive Council Officers elected shall be for the remainder of the term of Officers on the surviving carrier. If a new corporate entity is established, the merged Master Executive Council shall be assigned to **an Election Category by the International Secretary-Treasurer.**
  - d. **When an MEC is merged but still operating with more than one collective bargaining agreement, decision making that affects one CBA or another, will rest with MEC members of the respective previous MEC.**
- e. Local Councils at those bases where a duplication of Councils exists shall continue in existence until the signing of a merged working agreement. The Local Council Officers or their successors in such Local Councils shall likewise continue in office until elections in the combined Local Councils are completed.
  - (1) Within **ninety (90)** days after the signing of a merged working agreement, the International Secretary-Treasurer of the Union shall initiate Local Council Officer elections at those bases where a duplication of Councils exist. The Council identity of the combined Local Councils shall be that of the surviving carrier. If a new corporate entity is established, the Council number shall be that of the lowest rank of the former Councils at the domicile.

- (2) Any election category imbalance that may result from the merger of Councils at a domicile shall be realigned by the International Secretary-Treasurer of the Union.
- (3) The successful Local Council Officer candidates shall continue in office for the term established for the election category involved.
- f. In the event of a merger between two **or more** single Council airlines, the Local Council Presidents of **each single council** shall be the members of the merged Master Executive Council, subject to being combined into a single Local Council under Section X.E.1.e. above.
- 2. The merged Master Executive Council shall determine its committee structure and committee members in accordance with the Constitution and Bylaws and applicable policy, subject to the following:
  - a. The negotiating committee shall include at least one member from each affected airline until completion of a merged agreement.
  - b. The Master Executive Council shall maintain separate grievance committees and System Board members for each affected airline until completion of a merged agreement.
  - c. Should a seniority merger representative become unwilling or unable to continue in office after merger of the Master Executive Councils, the Master Executive Council members from the affected airline shall select a replacement from their seniority list. Such replacement shall have all the duties, responsibilities, and authority of the predecessor. Pending such selection, the remaining merger representative shall continue to function in all respects under this policy.
- 3. The International Secretary-Treasurer of the Union shall recalculate the Budget of merged Master Executive Councils according to the formula established for the calculation of all Master Executive Council budgets.

#### **F. Office Retention of Merger Records**

At the conclusion of a merger or proposed merger, all factual material related thereto which was gathered under Union policy and at Union expense will be turned over to the **International** Office for filing.

#### **G. Expenses and Flight Pay Loss Authorized in Merger Cases**

- 1. The Union will assume the cost of ordinary and necessary flight pay loss and expenses for merger representatives selected pursuant to Section X.C.1., in amounts currently provided by Union policy, while implementing AFA-CWA seniority merger policy and procedures **as described in Sections X.C.1., X.C.2. & X.C.3. In addition to flight pay loss, expenses may include travel costs of the committees, the costs of mailing the findings of the merger representatives to the members, and other related expenses as approved by the International President.**
  - a. **Expenses will be reimbursed** up to the following limitations:
    - (1) Notice of merger through meeting to select Neutral:
 

Limit of two (2) months flight pay loss and expenses for each merger representative for up to 3,000 members; limit of three (3) months flight pay loss and expenses for each merger representative for over 3,000 members.
    - (2) **Data Dispute**

Limit of one (1) month flight pay loss and expenses for each merger representative.
- 2. When **a data dispute proceeding** is necessary under seniority merger policy, the Union, in addition to the foregoing expenses of merger representatives, will assume the following costs entailed in the arbitration proceeding:
  - a. Ordinary and necessary expenses and fees of the Neutral as agreed upon by the Union
  - b. One original transcript of evidence and one set of exhibits taken at the arbitration proceedings.

3. Expenses incurred by any group of merging flight attendants, other than the above, must be paid by the respective groups incurring such expenses.

#### **H. Payment of Legal Fees in Merger Cases**

The Union shall not, under any circumstances, pay any of the legal fees of attorneys retained by a Master Executive Council or by merger representatives or by flight attendants or otherwise incurred by flight attendants in merger cases.

#### **I. Seniority Merger Assessments and Funds**

1. All balloting for assessments for seniority merger purposes shall be conducted only upon the written request of the designated merger representatives to the International Secretary-Treasurer of the Union. All such assessments shall be approved by a majority vote of valid ballots returned by active members in good standing on the affected airline, in a secret mail ballot membership referendum conducted by the International Secretary-Treasurer of the Union in accordance with Union voting procedures.
2. All funds derived from a seniority merger assessment shall be held by the designated merger representatives, in a separate account, and disbursed solely for implementation of AFA-CWA merger policy. All disbursements shall be based upon written invoices. Books and records showing income and disbursements shall be maintained in a format approved by the International Secretary-Treasurer of the Union.
3. All funds derived from a seniority merger assessment shall be recorded in a manner showing the amount paid by each member. After the jurisdiction of the Neutral is terminated pursuant to Section X.C.4.e. above, no expenses thereafter incurred will be chargeable to the assessment fund. Within six (6) months thereafter, all appropriate remaining bills shall be paid and all unexpended funds derived from assessment shall be returned, on a pro rata basis, to the members who paid the assessment.
4. The merger representatives shall report quarterly to the membership and International Secretary-Treasurer of the Union on income and disbursements, and shall make a final report within thirty (30) days after terminating the fund.
5. The International Secretary-Treasurer of the Union or a designee may inspect, audit and copy the books and records of the assessment fund at any time upon reasonable notice.

#### **J. Merger with Non-AFA-CWA Carrier**

1. In the event of merger with an airline where the flight attendants are not then represented by AFA-CWA, the International President shall convene the Master Executive Council of the AFA-CWA carrier at an appropriate time after learning of management action to effect a merger, through agreement, notification to a government agency or otherwise. The functions of such meeting shall include briefing and orienting the participants on merger-related matters and commencing a program in conjunction with the International Office for the protection of the employment rights of the AFA-CWA flight attendants, protecting AFA-CWA representation, and organizing and related activities for the purpose of assuring AFA-CWA representation on the merged carrier. The meeting shall include a review of AFA-CWA merger and organizing policies.
2. Seniority integration with a non-AFA-CWA carrier shall, to the extent legally possible, be accomplished by compiling an integrated seniority list in the same manner as provided for seniority integration between flight attendants on AFA-CWA carriers.
3. The Executive Board (or the International President, where necessary pending Executive Board action), may authorize legal and related expenses for seniority merger purposes, up to the time that AFA-CWA acquires representation for all flight attendants of the merged carrier.
4. Maintaining AFA-CWA representation rights through a merger and on the merged carrier shall be considered a priority under AFA-CWA organizing policy.

**(NOTE: Board 2015 - All changes to Section X that are bolded.)**

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**SECTION XI**  
**BENEFIT AND ASSESSMENT POLICY**

**PART I**

**Scope of Benefit Policy**

- A.** The International President may ballot all active members for authority to levy an assessment and pay benefits to flight attendants deprived of airline income due to:
1. Being involved in processing a properly authorized strike, or
  2. A lockout by management which is designed to prevent a legally processed strike by the flight attendant group and where no other class or craft on the property is directly involved in such flight attendant group dispute.
- Approval of this authority shall require a two-thirds (2/3) majority of the ballots returned.
- B.** The International President may ballot all active members for authority to levy an assessment and pay benefits to flight attendants deprived of airline income due to reasons other than those outlined in A. above, such as:
1. The establishment of picket lines by other crafts or classes of airline employees who are on strike, and after the International President's Department of the Union shall have furnished the Master Executive Council of the airline involved sufficient facts to enable the Master Executive Council to make a decision whether or not they wish to honor said picket lines.
  2. A condition which does or may exist and considered by the Master Executive Council of the petitioning airline to be of such vital importance to the welfare of the entire Union so as to warrant consideration of balloting of the active members by the International President and the International Secretary-Treasurer, jointly.
- The decision to ballot the active members in the above circumstances will be made by the International President and the International Secretary-Treasurer, jointly, and only in such cases where there exist considerations of grave importance to the welfare of the entire Union of emergency nature affecting the welfare of members of the Union.
- C.** No benefits shall be paid during any work stoppage or shutdown which have not been approved under A. or B. above. Payments for services rendered, as provided in Part II.J., are not considered benefits.

**PART II**

**Amount and Administration of Benefits**

- A.** The active members shall be balloted for approval in accordance with the Constitution and Bylaws before any monetary benefits are paid.
- B.** Approval of benefits for more than one (1) flight attendant group shall be voted upon as separate issues.
- C.** No right to benefits shall accrue until the thirty-first (31st) day of the work stoppage.
- D.** In no case shall a flight attendant member receive, in any calendar month, benefits in excess of the gross income that member would have received from the company had the work stoppage not occurred.
- E.** Benefits shall be paid at the minimum rate of fifty dollars (\$50.00) per week.
- Beginning with the one hundred twentieth (120th) day of any stoppage for which benefits have been authorized and are being paid, members shall receive an additional \$1.50 per day over and above the weekly benefit rate set forth herein.

The weekly rate set forth above is a fixed amount not subject to rebate for any reason other than a mistake in payment and not subject to be set off against other earnings except for earnings from approved activity with the affected carrier during the shutdown. No flight attendant member may receive benefits unless that member's eligibility for same is certified by the Local Executive Council and which will be subject to that member:

1. Being available for and performing duties as assigned by the Local Executive Council pertaining to support of the action to resolve the dispute.
  2. Not engaging in any action or deed which might adversely affect the successful outcome of the dispute.
  3. Not flying for another carrier engaged in a dispute with AFA-CWA.
  4. Being in good standing before receiving benefits.
- F.** Apprentice members and non-members who cooperate in the effort may receive benefits, if and when certified by the Local Executive Council. Cooperation shall consist of the following, as a minimum:
1. Not flying for the company during a work stoppage.
  2. Performing duties as assigned by the Local Executive Council pertaining to the support of the action to resolve the dispute.
  3. Not engaging in any action or deed which might injure or adversely affect the successful outcome of the dispute.
- G.** Benefits shall be paid bi-weekly through the Local Executive Council beginning the forty-fifth (45th) day of the strike, provided that members in bad standing bring themselves into good standing before receiving benefits.
- H.** The decision to terminate benefits will normally be made by the Master Executive Council, with any Local Executive Council having the right to appeal such decision to the Executive Board.
- I.** The Executive Board may make the decision to terminate benefits, subject to the provisions of the Constitution and Bylaws, if at any time in the Executive Board's opinion benefits are no longer justified. In the event the Executive Board is not in session, the Officers shall make the decision.
- J.** During any work stoppage or shutdown when the affected flight attendants do not qualify for benefits under Part I or during the waiting period of a work stoppage under Part I.A. or B., members, notwithstanding, may receive compensation at the rate of fifty dollars (\$50.00) per week for services performed in those circumstances where flight pay loss would normally be authorized.

### **PART III**

#### **Assessment Policy**

- A.** Assessments will be levied for each major benefit program on a pay-as-you-go basis. Nothing in this policy should be construed to prevent adoption of an administrative procedure of consolidating several minimal assessment obligations and levying a resultant single assessment.
- B.** In no case shall a member's obligation in fulfillment of this requirement exceed a monthly amount equal to twice her/his adjusted quarterly dues for the previous year.
1. Members who are receiving benefits under the Union benefit policy shall not be assessed to pay their own benefits.
  2. In the event of simultaneous work stoppage of two (2) or more airlines, members receiving benefits for their own work stoppage shall be assessed to pay benefits for another flight attendant group or groups similarly affected.
  3. In the event of a work stoppage, whether partial or complete, those members who continue to receive airline income for approved activity or employment with the affected company shall pay the regular benefit assessment levied on all Union members.
  4. Members of a company whose flight attendants are involved in a work stoppage, shall, if engaged in military airlift operations or other special assignments, be required to pay the regular assessment levied on all other Union members to support those engaged in the work stoppage.

5. All members who have, irrespective of policy, been deprived of income as a result of any work stoppage or furlough, may defer payment of any assessment until they have been returned to flight status.

## **PART IV**

### **Strike Policy - General**

#### **A. Dues Obligations of Members on Strike**

No dues payment shall be required of, or assessments levied against any member during the period that member is on strike, provided such strike exceeds fourteen (14) days in any calendar month. Further, eligible members who have received benefits under the benefit policy of the Union shall not be required to report or include such benefits in income to be verified for dues purposes.

#### **B. Military Flight During a Strike**

1. In the event it becomes necessary to withdraw the services of flight attendants from an airline company in accordance with the provisions of the Railway Labor Act, essential military services of flights conducted in the interests of national defense may be permitted to operate, provided, however, that this policy shall only pertain to those flights that are solely military in nature and whose cargo is entirely composed of military commodities or personnel.
2. Further, the International President of the Union is empowered to authorize a specific flight or flights to implement this policy in the event of a Union work stoppage on any airline or airlines.
3. Section XI. Part IV.B. of AFA-CWA Policy above (Military Flights During a Strike) shall be rescinded pending satisfactory resolution of this matter, except where the International President of the Association and affected Master Executive Councils agree that such operations are absolutely necessary because of war or declared genuine national emergency.

#### **C. Picket Lines in the Event of a Strike**

The Union will not make known its position as to respecting picket lines of other crafts until such time as an actual strike takes place. The issue whether to honor the picket lines of other crafts shall be considered at Special Local Council Meetings called within seventy two (72) hours before and up to the eve of the strike deadline in accordance with Article III.C. of the AFA-CWA Constitution and Bylaws. In the event the strike date is not known seventy two (72) hours before the strike deadline, the requirement for Special Local Council Meetings may be waived by the Master Executive Council. The Master Executive Council and the International President shall confer following such Local Executive Council Meetings to determine membership support for withdrawal of services and to make the decision whether to honor picket lines. The Master Executive Council will notify the membership of such decision within twenty-four (24) hours in the most expedient manner. In the event of a strike by Union members, all Union members shall respect the picket lines of such striking Union members if efforts at strikebreaking are being made by the companies and if, after membership meetings, at the discretion of the International President and the Master Executive Council of the carriers involved, such observance of picket lines is necessary to the most effective prosecution of the strike effort.

#### **D. Strike Vote Majority**

A majority of the valid ballots returned, with no specific minimum required, shall be required for strike action.

**E. International Strike Fund**

1. A Strike Fund shall be established when both the Union Reserves and Reserve Benefit Fund are at a level specified in Article XI.G. and H. of the Constitution and Bylaws.
2. Upon establishment of a Strike Fund in accordance with Paragraph E.1. above, the Officers shall place the matter of funding the Strike Fund before the Board of Directors for its consideration.
3. The Strike Fund shall not be drawn upon until it totals one hundred thousand dollars (\$100,000), except in a situation where the Executive Board (by mail ballot or in session) approves prior withdrawal before such amount is reached and the Board of Directors, if in session, may also approve such action.

**F. Strike Manual**

1. The International Office shall maintain a current AFA-CWA Strike Manual. This manual shall delineate policies from the AFA-CWA Constitution and Bylaws, as well as procedures, guidelines and resources necessary for conducting successful job actions.
2. Each Master Executive Council shall be provided a current copy of the strike manual along with any periodic updates. Each Master Executive Council may choose to adapt or modify the strike manual according to their needs and circumstances.
3. After each campaign of job actions, the International President shall convene a meeting of appropriate participants for the purpose of debriefing. Any recommendations for changes to the strike manual, which arise during the debriefing, shall be referred to the Negotiations Policy Committee.

## **SECTION XII**

### **AFA-CWA EMPLOYEE ASSISTANCE PROGRAM**

The Association of Flight Attendants-CWA is dedicated to establishing and promoting the professional image of flight attendants. As a representative body of its members, the Association of Flight Attendants-CWA is not only concerned with union operations, but also with the health and welfare of each of its members. Therefore, the Association of Flight Attendants-CWA has established an Employee Assistance Program (EAP).

The program is not intended to intrude upon an individual's private life, but the Association of Flight Attendants-CWA recognizes that a member's personal problems may adversely affect the individual's job performance. The program is designed to ensure the maintenance of the standards of the Association of Flight Attendants-CWA in its endeavors to provide the public safe and efficient air transportation and to ensure the member's personal well-being.

#### **A. AFA-CWA EAP Mission**

The Association of Flight Attendants-CWA Employee Assistance Program (AFA-CWA EAP) is a confidential resource available to the members, their families and their partners to assist with personal, as well as work-related concerns. AFA-CWA's EAP provides three distinct but interrelated services including (1) Assessment, support and resource referral, (2) Advancement of professional standards through conflict resolution, and (3) Response to critical and/or traumatic incidents. AFA-CWA's objective in providing these services is to enhance the health, safety and well being of its union family with the highest quality of peer support services available within the EAP industry.

#### **B. EAP Objectives**

1. To develop a program model which can be easily adapted to the specific needs of each member carrier, which will complement existing carrier EAP programs, and which will increase each individual flight attendant's chance of being helped.
2. To provide assistance in the early identification of problems, the referral to appropriate diagnostic and treatment/rehabilitation resources, and the development of ongoing and support programs.
3. To advance professional standards within the flight attendant profession.
4. To lessen the everyday impact of and accelerate recovery following a critical and/or traumatic incident.
5. To establish and initiate a comprehensive educational program throughout the entire Association of Flight Attendants-CWA membership which will focus on peer responsibility and their role in the early identification, intervention, and treatment of substance abuse as well as other behavioral/medical problems.
6. To generate interest and active cooperation among those airline managements who as yet have not become involved in employee assistance programs.
7. To assure that the insurance carriers for each member airline offer reasonable coverage for the full continuum of treatment services for substance abuse and other behavioral/medical problems.
8. To encourage carriers to provide standard medical leave of absence, accrued sick leave pay, and group insurance benefits for the flight attendant who is required to take time off work for treatment and to insure that job security and promotional opportunity are not jeopardized for requesting and/or accepting treatment for personal problems or substance abuse problems.
9. To assure the confidentiality and members' rights are protected, that there is consistent application of the program throughout the membership, and that no punitive action be taken against a flight attendant as a result of the diagnosis and successful treatment of substance abuse and other behavioral/medical problems.

10. To encourage the active involvement of AFA-CWA EAP in the development, implementation and monitoring of carrier sponsored EAP Policies, Procedures and Activities.
11. To encourage the active financial investment of carriers in AFA-CWA's EAP.
12. To enhance the overall health and well-being of the Association of Flight attendants-CWA members, their families and their partners and consequently the safety of the traveling public.

#### **C. EAP Design**

The Employee Assistance Program shall provide three distinct, but interrelated services including:

##### Assessment, Support and Resource Referral

The AFA-CWA EAP provides problem identification, emotional support and linkage to resources to assist with a wide array of personal as well as work related concerns.

##### Advancement of Professional Standards

The AFA-CWA EAP offers problem-solving and conflict resolution strategies in an effort to encourage the settlement of disputes among co-workers without the need for management intervention.

##### Response to Critical and/or Traumatic Incidents.

The AFA-CWA EAP provides structured intervention and support services in the aftermath of a critical and/or traumatic incident to mitigate stress and accelerate recovery.

#### **D. Confidentiality**

AFA-CWA EAP will maintain the highest standards of confidentiality to comply with legal and ethical mandates and to maintain the privacy rights of AFA-CWA members. AFA-CWA EAP prohibits the unauthorized disclosure of records or other information. Individuals may request or consent to the release of information to assist with proper case resolution, but only following his/her signature on a properly executed written consent form. Even then, only minimal information to those with an absolute need to know will be disclosed for a limited period of time as designed on the signed releases.

#### **E. Responsibilities**

1. It shall be the responsibility of the individual member who is experiencing personal problems to take it upon her/himself to seek assistance from the Employee Assistance Program. All communications and information received by the EAP shall be kept confidential consistent with Federal and State laws and ethical mandates.
2. In cases where the individual is not aware of the existence of a personal problem or the effects of her/his personal problems on work performance, fellow crew members, safety and comfort of passengers, or personal well-being, it shall be the responsibility of other Union members to contact the EAP to facilitate an intervention and referral or correction of the problem.
3. Diagnosis and treatment shall be done by authorized professionals in the community and not by Union members.

4. Once confronted with the personal problem and its consequences, it shall be the individual's responsibility to do what is necessary for rehabilitation and/or resolution.
5. Every flight attendant has the opportunity and the responsibility to exercise reasonable personal efforts (one-to-one) to resolve a problem regarding the professional conduct of another. If resolution is not achieved, assistance should be sought from the EAP rather than requesting action from management.
6. Every flight attendant has the responsibility of reporting a critical incident to an AFA-CWA Officer, safety committee, or EAP committee. Communications among all committees is required to ensure adequate support and response.

#### **F. Provisos**

1. The acceptance of referral for evaluation, a diagnosis, and/or treatment of a substance abuse problem or behavioral/medical difficulty shall not affect a member's seniority, voting privileges, or entitlement to other Union benefits and protections.
2. Participants in the program are expected to meet existing job performance and established work rules within the framework of existing federal, company, and the Association of Flight Attendants-CWA agreements.
3. Nothing in this EAP policy shall be interpreted as constituting a waiver of a carrier's or the Union's right to maintain discipline or the right to take disciplinary measures, within the framework of the collective bargaining agreement and the Association of Flight Attendants-CWA Constitution and Bylaws, in the case of misconduct resulting from the misuse of alcohol or drugs or a personal problem.
4. Nothing in this EAP policy is intended to go against the Federal Aviation Regulation (FAR 91.99) prohibiting the use of alcohol prior to and during flight attendant duty periods.
5. If the flight attendant refuses to accept evaluation and/or treatment or continually fails to respond to treatment with poor job performance resulting from the personal problem, the resultant action shall be consistent with any other situation which adversely affects job performance.

#### **G. EAP Committee Standards**

1. EAP Committee members shall function in accordance with AFA-CWA International EAP guidelines.
2. The AFA-CWA International EAP office (IEAP) shall guide EAP committees in matters of policy interpretation, in training in EAP techniques, and in improving effectiveness.
3. The EAP Handbook and EAP Resource Manual, including the AFA-CWA EAP Code of Ethics are the written guidelines for committee structure and functioning.
4. All matters brought to the attention of the EAP committee will be handled in the prescribed confidential manner.
5. The EAP committee will coordinate and promote cooperation with other AFA-CWA Committees.
6. EAP committee persons will be available to assist any flight attendant prior to, or following a disciplinary process. (The AFA-CWA International EAP policy discourages an EAP committee member from being present in any grievance hearing.)
7. EAP committees will not take any actions which conflict with the policies of the Association of Flight Attendants-CWA.

#### **H. Peggy Price LEC EAP Award**

1. An award to be known as the Peggy Price LEC EAP award shall be established in recognition of outstanding team dedication and commitment to the advancement of EAP standards and services within AFA-CWA by an LEC EAP committee.
2. The selection of candidates for and the recipient or recipients of this award shall be made in accordance with the following procedures:
  - a. MEC and LEC Presidents may submit nominations for the award directly to the International President.
  - b. MEC and LEC EAP Chairs may submit nominations through their respective Presidents.
  - c. All nominations will be reviewed by the International EAP for adherence to EAP eligibility criteria established by the MEC EAP Chairs.
  - d. The recipient(s) shall be selected by the AFA-CWA International Officers.
  - e. An engraved plaque shall be presented to the selected EAP LEC Council. Individual committee members will be honored with a certificate. The name(s) of EAP LEC recipient(s) shall be engraved on a master plaque maintained at the International EAP.
  - f. The award shall be presented annually by the International President at an appropriate and suitable ceremony.

**SECTION XIII**  
**PROCEDURES AND GUIDELINES FOR THE HEARING BOARD**

**A. Function of the Hearing Board**

It is the Board's function to conduct a full and fair hearing of the cases before it, to receive appropriate evidence and testimony, and to exercise its best judgment in reaching a decision based upon the record before it and consistent with the AFA-CWA Constitution and Bylaws and policies.

**B. Determination Whether a Case will be Heard**

1. Notification of Charges

The International Office will notify the Hearing Board members promptly when a request has been made for a hearing before the Hearing Board.

2. Decision Whether to Accept Jurisdiction

If the accused member is a Local Executive Council member or an Officer of the Union, or has no active affiliation with any Local Council, or if the accused members are from more than one Local Council, the Hearing Board shall hear the charges. In other situations, the Hearing Board shall only hear those cases where, in its opinion, good cause is shown for the exercise of its jurisdiction. If the Hearing Board declines a request for it to hear a case, the case shall be heard by the accused member's Local Executive Council. (Article X.D.3., 5. and 6.) The Chairperson of the Hearing Board will communicate with other Board members to decide whether to accept jurisdiction of a case, which determination shall be made no later than fifteen (15) days from the receipt of the request that the Board hear the case.

**C. Time and Location of Hearing**

1. If the Hearing Board has or accepts jurisdiction, a hearing shall be held within sixty (60) days after receipt by the accused of the Hearing Board's decision to hear the charges. Article X.D.3. The Board, subject to the application time limits, will designate the date for the hearing, and any adjournments thereof, and provide written notice thereof to the parties by certified mail, return receipt requested. (Article X.D.7.)
2.
  - a. The Hearing Board may, at its discretion, determine what form of full and fair hearing is appropriate for any case brought before it, for example, full in-person evidentiary hearing, teleconference, 'paper' hearing decided on written submissions, etc. If the Hearing Board holds a full evidentiary hearing it is established Hearing Board practice that hearings be held at the International Office in Washington, D.C.
  - b. The Hearing Board is empowered to make procedural rulings and issue procedural orders to ensure the efficient and effective execution of its duties. This shall include the authority to entertain such motions or requests as may be filed by the parties in a given case.
  - c. Where there are no material issues of fact in dispute the Hearing Board may decide the merits of a case after a paper hearing or upon a motion to dismiss filed by one of the parties to the case.
3. In acting on any request for a continuance, the Board shall act consistently with the time requirements set forth in Article X.D.3., 5. and 8. Accordingly, it is established Board practice to require the party seeking a continuance to waive its right to insist upon adherence to the requirement that the Appeal Board issue its decision no later than one hundred twenty (120) days from the date charges were initially filed. (Article X. F. 3.)

**D. Order of Presentation before the Hearing Board**

1. Brief review by the Hearing Board Chairperson of the Order of Presentation and Other Hearing Guidelines, described below, to enable all concerned parties to understand how the hearing will be conducted.

2. Reading of the charges by the Board's Chairperson, followed by a request of the accused whether s/he intends to contest some or all of the charges, with an identification of those charges s/he intends to contest.
3. Designation of an AFA-CWA active member in good standing whom the accuser and/or charging party may elect to designate as her/his representative. Special attention is directed to Article X.D.5. Both the accused and the charging party shall have the right to designate and be represented by an active member in good standing. There is no provision for the presence before the Board of non-AFA-CWA active member representation or legal counsel. The accused and the charging party may avail themselves of whatever assistance they may wish, but legal counsel may not appear before the Board, unless of course the designated representative is an AFA-CWA active member in good standing who happens to have legal credentials.
4. Presentation of opening statements by each side, the charging party first. Such statements should be used to briefly inform the Board what the case is about and what the parties intend to demonstrate during the course of the hearing.
5. Presentation of evidence, if any, on behalf of the charging party, to substantiate the charges and relief requested. The accused shall have the right to cross-examine any witnesses presented by the charging parties. The Board may, in its discretion, allow redirect examination and recross examination.
6. Presentation of defense, if any, on behalf of the accused parties, to refute the charges or the relief requested. The charging parties shall have the right to cross-examine any witnesses presented by the accused. The Board may, in its discretion, allow redirect examination and recross examination.
7. Members of the Board may ask questions at any time, although the typical Board practice is for Board members to defer any questioning of a witness until the parties have concluded their questioning.
8. Presentation of rebuttal evidence, if any.
9. Closing arguments: After all evidence has been presented, the Board will afford the parties a brief recess to prepare a closing argument, summarizing their respective cases. Closing argument will first be presented on behalf of the accused, to be followed by closing argument on behalf of the charging parties.
10. Reasonable time limits may be imposed, consistent with a full and fair hearing.

**E. Other Guidelines for the Conduct of Hearings before the Hearing Board**

1. The Chairperson of the Hearing Board will preside over the hearing, unless all Board members concur in designating another Board member as Chairperson for the particular case.
2. Whether or not the accused member appears at a hearing, evidence either for or against such member may be received. (Article X.D.6.)
3. Strict legal formalities do not govern the conduct of hearings before the Hearing Board. The Board is not a court of law and the Board does not attempt to "practice law." The goal is to allow a full and fair presentation of the evidence and arguments in support of each side to the controversy. The Hearing Board will make its decision on the basis of the record before it.
4. Hearings before the Hearing Board are limited to the parties to the proceedings, their designated representatives, witnesses, the Hearing Board members, and any interested Local Executive Council President(s) as observers, with the mutual agreement of both the accused and the accuser. The cases presented on behalf of the charging party and the accused are held in common hearing session, rather than each side presenting its case privately.

5. Hearing Board sessions are not tape-recorded. Any party desiring to record the proceedings shall arrange in advance for stenographic services and shall assume total costs involved, including a copy for the Hearing Board, unless the parties mutually agree that a stenographic report should be made of the hearing, in which case the costs will be borne equally by the charging party and the accused. If the party not originally requesting a stenographic report subsequently requests a copy, it shall be provided, and the costs shall then be borne equally. The Hearing Board has the right to arrange for a transcription of the hearing in its discretion.
6. The parties are expected to authenticate documents placed before the Board with a sponsoring witness, if the parties are unable to stipulate to authenticity.
7. Written statements, even if notarized, are not accepted in lieu of testimony, since they afford no opportunity for cross-examination.
8. Rulings of the Board relating to the admissibility of evidence shall be in the discretion of the Board and will be announced by the Chairperson. Any Board member may request a recess and conference by the Board prior to the announcement of any such ruling.
9. Written briefs or statements of position are not required. In view of the time limitations placed upon the Hearing Board, no briefs or written statements of position will be accepted after the close of the hearing. Any brief which is submitted should include a Statement of Issues, Statement of Facts, Statement of Arguments, and in the case of the charging parties, a statement of the Remedy sought.
10. The Hearing Board shall maintain a copy of all evidence received in connection with the hearing, and any decisions which it has rendered, to be available for use by the Appeal Board in the event of an appeal. (Article X.F.2.)

**F. Rights of Accused Member**

1. The accused member should have knowledge of the names of members of the Hearing Board to allow for objection for possible prejudice or conflict of interest.
2. All charges against the member will be specific and should include but not be limited to: dates, specifics of incidents, and all relevant documents. This information will be provided at the time the charges are filed.
3. A request may be made for an objective note taker whose expenses will be equally shared with the International Office budget.
4. The accused member may have legal representation present at the Hearing to consult with accused member but may not participate in the hearing process.
5. All reasonable efforts will be made to agree to mutually acceptable dates for the hearing for all parties.
6. Reasonable accommodations will be made for death or illness to accused member or their immediate family.
7. Witnesses will be allowed to attend the hearing in person or via teleconference.
8. If additional documents materialize pertinent to the charges, such documents must be provided to the accused at least seven (7) days prior to the hearing.
9. Expenses related to hotel and meals will be covered by the International Office budget for accused member.

#### **G. The Hearing Board Decision**

1. The Hearing Board's decision shall be based upon the record before the Hearing Board.
2. The Hearing Board shall render its decision as promptly as possible after the conclusion of the hearing, but no later than fifteen (15) days from the date of the hearing. (Article X.D.4). If time does not permit each Board member to sign the decision, the content of which s/he approves, the Board member may signify her/his consent to such decision by sending a letter or email to the AFA-CWA Office, or a fax from an AFA-CWA field office, stating: "I concur in the Hearing Board's written decision in the case of \_\_\_\_\_ and authorize its publication over my signature." The decision shall sustain or dismiss the charges in whole or in part, and, if it sustains the charges in whole or in part, shall affix whatever penalties or disciplinary action it deems proper. The decision shall be in writing, and sent certified mail, return receipt requested, to all parties, and a copy shall be furnished to the AFA-CWA International Secretary-Treasurer for the permanent records at the Office. (Article X.D.8.) A separate opinion may be filed with the decision by any Board member who so desires.

#### **H. Other Hearing Board Guidelines**

1. Flight Pay Loss and Expenses  
The Hearing Board has no authority to approve flight pay loss or expenses for parties to the hearing or for any parties who attend the Hearing Board sessions.
2. Disqualification of Board Members  
It is the policy of the Board that a member disqualify her/himself in any case involving her/his own airline.

**SECTION XIV**  
**CONTINUING COMMITTEES OF THE BOARD OF DIRECTORS**

**A. Continuing Committees**

The following Continuing Committees of the Board of Directors are established pursuant to Article V.K.l.a. of the Constitution and Bylaws:

1. Negotiations Policy Committee
2. Political/Legislative Policy Committee
3. Leadership Development Committee
4. Finance Committee
5. International Affairs Committee
6. Strategic Planning Committee
7. Crew Accommodations and Transportation Policy Committee

**B. Committee Organization and Functioning**

1. The Finance Committee, Strategic Planning Committee, and Crew Accommodations and Transportation Policy Committee shall be comprised of five (5) members. All other committees shall be comprised of four (4) members. Members of all committees are selected from the Board of Directors delegates, Master Executive Council Officers from different airlines, as well as any other eligible representative the International President and the Executive Board wish to consider. In advance of elections, members of the Board of Directors will make recommendations for Continuing Committee members, with all recommendations provided to the International President for the committee(s) whose term is to expire. The International President will present selections to the Executive Board, then final selections will be submitted to the Board of Directors for their approval in the form of a Presidential advanced agenda item at the annual Board of Directors meeting.
  - a. The International Affairs Committee shall be comprised of four (4) members from carriers which have international operations.
  - b. The Finance Committee and the Strategic Planning Committee shall consist of five (5) members. One committee member will be elected from the following groups:
    - One (1) member from carriers of under 500 members
    - One (1) member from carriers of over 500 and under 3,000 members
    - One (1) member from carriers of over 3,000 members
    - Two (2) members can be elected from any carrier regardless of member size.
  - c. The Crew Accommodations and Transportation Policy Committee shall consist of five (5) members. One committee member will be elected from the following group(s) with at least one (1) of these members being from a charter carrier.
    - One (1) member from carriers of under 500 members
    - One (1) member from carriers of over 500 and under 3,000 members
    - One (1) member from carriers of over 3,000 members
    - Two (2) members can be elected from any carrier regardless of member size.
2. The Political/Legislative Policy Committee shall be two years beginning January 1 of odd numbered years. All other committees shall be two years beginning June 1 of even numbered years. In the event a member of one of the committee's term of office expires they may choose to remain on the Committee until the end of the term, with the concurrence of the International Officers and Executive Board. Should this member decide not to continue to serve on the committee or a vacancy occurs on the committee, the International President will appoint a replacement from the delegates or the Master Executive Council Officers in attendance at the prior Board of Directors for the remainder of the term.

3. Each Committee may designate experienced advisors to work with the Committee.
4. Committees shall submit reports in accordance with Article V.K.I.a. of the Constitution and Bylaws.
5. Board Standing Committees are required to submit their request for funding for the coming year to the Finance/Budget Committee for consideration.
6. Each Committee shall elect a Chairperson from among the appointed members. The Chairperson shall notify the International Office of the designated Chairperson. That Chairperson shall be responsible for keeping the committee informed on ongoing issues and acting as the liaison between the Committee and the International Office. (Reference Article V.L.)

**C. Negotiations Policy Committee**

1. This Committee is charged with responsibility for ongoing study of matters relating to collective bargaining.
2. Committee activity shall include:
  - a. Review and recommendations as to AFA-CWA negotiating practices and policies, including negotiating priorities, parity recommendations, and alternative negotiating methods.
  - b. Annual assessment of contract variations across the industry.
  - c. Annual review and update of the AFA-CWA Strike Manual.

**D. Political/Legislative Policy Committee**

1. This Committee is charged with responsibility for ongoing study of matters relating to AFA-CWA's political and legislative program.
2. Committee activity shall include:
  - a. Annual review of upcoming legislative activities (airline industry, flight attendants and U.S. labor movement) and proposing AFA-CWA priorities.
  - b. Coordination of FLIGHTPAC activities.
  - c. Assisting in communication and coordinating implementation of AFA-CWA's legislative program with each Master Executive Council and a grassroots legislative program with the membership.
3. Contributions to candidates from FLIGHTPAC, and administration of FLIGHTPAC shall be coordinated by the International President and the AFA-CWA Political/Legislative Policy Committee.
4. AFA-CWA member carriers shall be encouraged to negotiate a check-off form providing for voluntary contributions to FLIGHTPAC.

**E. Leadership Development Committee**

1. This Committee is charged with responsibility for ongoing study of matters relating to training of AFA-CWA representatives and making recommendations on training programs.
2. Committee activity shall include:
  - a. Recommending training criteria and programs for AFA-CWA representatives
  - b. Recommending changes in training
  - c. Making recommendations for the annual program as to training priorities and activities

**F. Finance Committee**

1. This Committee is charged with responsibility for ongoing study of matters relating to responsible national financial planning consistent with Union-wide priorities. All committee activity will be implemented mindful of financial allocations.

2. Committee activity shall include:
  - a. Review of monthly financial reports to be provided by the AFA-CWA Secretary-Treasurer.
  - b. Making general recommendations to Master Executive Councils, Local Executive Councils, and AFA-CWA committees on improved financial efficiencies.
  - c. Making general recommendations to the AFA-CWA International Secretary-Treasurer prior to preparation of the proposed annual budget.
  - d. In the event that any Master Executive Council, Local Executive Council, or committee is over budget, the International Secretary-Treasurer and/or Committee will give notice of applicable Union policy. If policy dictates, the Committee, with the concurrence of the International Secretary-Treasurer of the Union, shall restrict expenditures. After consultation with the Committee and the International Secretary-Treasurer, the International President shall also have authority to authorize expenditures for an over-budget AFA-CWA committee, Master Executive Council, or Local Executive Council. Any Master Executive Council, Local Executive Council, or committee which has a dispute over budgetary controls may bring the matter before the Executive Board.
  - e. Compiling a report of the expenses incurred by the International Officers and submitting such reports to the Executive Board for review and action.
  - f. Serving on the Budget Agenda Committee at the annual Board of Directors meeting.

#### **G. International Affairs Committee**

1. The Committee is charged with the responsibility of an ongoing study of issues of international importance to all AFA-CWA carriers and members.
2. Committee activity shall include:
  - a. Availability to function as an AFA-CWA representative at meetings/activities of the International Transport Workers' Federation.
  - b. Availability to attend conferences and seminars on international issues of concern to flight attendants.
  - c. Make recommendations for AFA-CWA participation in the international aviation community.
  - d. Make recommendations for AFA-CWA policy/positions on international deregulation.
  - e. Educate AFA-CWA members about ITF as well as regulatory and labor organizations responsible for civil aviation.
  - f. Work to improve AFA-CWA's ability to represent our members by forging stronger links with global union federations and their affiliates.

#### **H. Strategic Planning Committee**

The Strategic Planning Committee is charged with the study of and recommendations to the AFA-CWA International Officers and appropriate committees on strategic initiatives regarding the airline industry, local, national, and global economic trends and labor trends to preserve, protect, and build our profession and our Union.

The Strategic Planning Committee shall receive reports, goals and objectives from each of the Continuing Committees of the Board and therefore make recommendations as needed.

1. The Committee shall meet no less than twice per year.

#### **I. Crew Accommodations and Transportation Policy Committee**

The Crew Accommodations and Transportation Policy Committee is charged with the responsibility of ongoing matters relating to hotel location, amenities, hotel safety and security, awareness of certain economic/international security concerns and hotel industry trends. The committee will discuss, create, determine and recommend to the presiding Board of Directors the functioning of its committee and the effectiveness to serve the membership.

**Association of Flight Attendants-CWA, AFL-CIO**  
**Annual Meeting of the Board of Directors**  
**April 30, 2015**  
**Las Vegas, Nevada**

**Resolution:            2015-2016 Annual Budget**

WHEREAS the AFA-CWA Board of Directors sets and reaffirms our priorities each year at the Annual Board of Directors Meeting; and,

WHEREAS, together we build our annual budget to support our priorities based upon available resources, including our income; and,

WHEREAS the Budget Committee has met and submitted a balanced budget recommendation to the Board of Directors,

THEREFORE BE IT RESOLVED, that the CWA Dues Average of **\$50** was used in the construction of the 2015-2016 AFA-CWA Budget for the fiscal year beginning June 1, 2015 to May 31, 2016; and,

BE IT FINALLY RESOLVED, that the Board of Directors in session on April 30, 2015 for the purpose of passing a balanced budget, waive the provisions delineated in Section IV.C.1. and Section IV.G.2. for this fiscal year. **Further action includes: the 2016 Board of Directors meeting will be scheduled such that the bulk of the cost of the meeting will fall on or after June 1, 2016; the Advanced Leader Training will be scheduled in Fall 2016; the MEC and LEC budgets will be maintained comparable to the 2014-2015 budget allocation amounts; and a committee of the Board, as identified by the Executive Board, will be established to review and evaluate revenue issues and develop recommendations for presentation prior to the 2016 Board of Directors**

**Adopted April 30, 2015**

***(NOTE: THIS ACTION BY THE BOARD OF DIRECTORS IS FOR THE 2015-2016 FISCAL YEAR ONLY.)***

##

# **Appendix A**



## **Merger Agreement**

**Between the**

**Association of Flight Attendants, AFL-CIO**

**and the**

**Communications Workers of America**

**February 2004**

# **AFA – CWA Merger Agreement**

## **1. Purpose/Mission Statement**

The Association of Flight Attendants ("AFA") and the Communications Workers of America ("CWA") agree to enter into a merger of the two International Unions. The goal of both Unions is to enhance the job security, bargaining power and economic prosperity of our members while preserving and building upon the proud history of accomplishments of both Unions.

## **2. Affiliation and Merger**

a. 1. AFA entered into an Affiliation Agreement with CWA on March 26, 2003. The affiliation of AFA with CWA is based upon the maintenance of AFA's full autonomy as an independent labor organization with full control over its funds, assets and policies.

2. During the Affiliation Period, AFA and CWA have worked to resolve outstanding issues regarding the merger of the two Unions. Matters specified in the Affiliation Agreement as applicable only to the Affiliation Period shall be phased out by the end of the Affiliation Period, after which time those specific terms shall be determined in accordance with the Merger Agreement and CWA Constitution and Bylaws.

b. Joint Task Force - A joint task force appointed by the Presidents of AFA and CWA will be established as a transition team to help effectuate the merger.

c. Approval Process - AFA and CWA shall submit the Merger Agreement for approval through the appropriate process of their respective organizations.

d. Constitution and Bylaws - Both AFA and CWA commit to pursue such changes to their respective constitutions and bylaws, if any, as may be necessary for the adoption and implementation of the Affiliation Agreement and Merger Agreement. AFA agrees that its Constitution and Bylaws will not be amended in a way that further diverges from the CWA Constitution.

e. Programs and Benefits - AFA and its members shall be eligible to participate in CWA programs and benefits including member benefit plans such as the CWA Savings and Retirement Trust in accordance with the terms of such plans.

f. Advice and Assistance - CWA, when requested by AFA, shall provide AFA with advice and assistance on legal, collective bargaining, corporate research and campaigns, health & safety and organizing matters. In addition, AFA members, officers and representatives shall have available to them whatever educational services, conferences, lectures, educational materials and the like that are provided to CWA members, officers and representatives. AFA and CWA will seek out and work on joint projects related to the airline industries.

g. Merger

1. AFA retains the right to determine final approval of the Merger Agreement through appropriate means pursuant to the AFA Constitution and Bylaws.

2. Upon approval of the Merger Agreement, AFA and CWA will merge the two International Unions. Such merger will take place on December 31, 2003.

3. Opt Out/Termination - AFA or CWA may terminate the Merger Agreement upon six (6) month's written notice given to the other within four (4) years from date of merger. The procedures used to terminate the merger will include a membership ratification of the Termination.

4. CWA and AFA will secure from the AFL-CIO an agreement to restore and reissue AFA's charter as an independent affiliate of the AFL-CIO in the event that the Merger Agreement is terminated.

### **3. Process**

a. Affiliation and Merger Agreements - The issues outlined above have been addressed in the negotiations of an Affiliation Agreement and a Merger Agreement under which AFA would become an affiliate of the CWA and then merge with the CWA.

b. Implementation - If approved by both Unions, the terms of the Merger Agreement will be implemented in accordance with a timetable to be worked out by mutual agreement.

### **4. Autonomy**

a. AFA Identity - Following the Merger, AFA shall function as a Sector within the CWA. AFA shall retain its name and public identity, including its logos, trademarks, web sites, publications and other attributes. Upon implementation of the Merger Agreement the former AFA shall become Association of Flight Attendants - Communications Workers of America and referred to as AFA-CWA.

b. Structural Integrity –

1. AFA shall retain its current internal structure (LECs, MECs, Executive Board, Board of Directors and AFA International President, International Vice President and International Secretary-Treasurer) subject to revision at AFA's option in accordance with the terms of the AFA Constitution and Bylaws. AFA may, at its option, maintain its traditions and methods of operation.

2. Any merger or consolidation of AFA LEC's and CWA Local Unions shall be voluntary.

c. Jurisdiction - AFA-CWA will have jurisdiction over all flight attendants and flight attendant bargaining units within the CWA structure, both current and those organized in the future, including activist groups and non-traditional membership groups.

d. Charter and Affiliations - Upon Merger at the conclusion of the Affiliation Period, AFA shall relinquish its AFL-CIO Charter, pursuant to the AFL-CIO Constitution and Bylaws. AFA's affiliation with the AFL-CIO shall thereafter be pursuant to the CWA charter. AFA-CWA shall retain, enter into and maintain other appropriate organizational affiliations.

e. Executive Council Seat - AFA and CWA will make every effort to obtain the consent of the AFL-CIO for AFA's President to retain a seat on the AFL-CIO Executive Council separate from the other CWA seats on the Council.

f. Central Bodies and State Federations - Where AFA members hold elected or appointed positions, AFA and CWA will make every effort to assist the AFA member with retaining her/his position in addition to other positions held by other CWA members.

g. Communications and Publications - AFA-CWA shall retain control over its internal communications and publications.

h. Dissolution - AFA-CWA shall not be dissolved or be merged with any other CWA entity, nor shall its authority, jurisdiction, functions or bylaws be altered or impeded without AFA-CWA's consent pursuant to the AFA Constitution and Bylaws and the CWA Constitution.

## **5. Governance**

a. Internal - AFA governance (including officers, terms and elections, LECs, MECs, Executive Board, Board of Directors, and International Officers) shall be determined in accordance with the AFA Constitution and Bylaws, which will be in compliance with the CWA Constitution except as provided for in the Merger Agreement.

### **b. Representation within CWA Structure —**

1. AFA-CWA's place within CWA's structure shall include a representative on the CWA Executive Board and all appropriate subordinate bodies within the CWA structure, including provisions for AFA-CWA LEC delegates to the CWA Convention as provided for in the CWA Constitution.

2. CWA shall adopt a structure, such as an Airline Advisory Board to ensure that flight attendants and other airline workers have an appropriate forum within CWA in which to address organizing, political/legislative action, regulatory matters, health/safety/security and other issues unique to the airline industry and through which to consolidate and build power for the benefit of our members.

3. Upon the date of the Merger, all active members of AFA shall become active members of AFA-CWA.

4. Upon the date of the Merger, all AFA LECs and MECs shall become AFA-CWA LECs and MECs, with the rights and duties of CWA Locals and Councils, and shall remain affiliated with the AFA-CWA Sector/Division.

## **6. Representation**

a. **Bargaining/Representation Rights** - AFA-CWA shall retain the bargaining rights for all units for which it is certified by the National Mediation Board, and shall hold the bargaining rights of additional flight attendant bargaining units organized after the effective date of the merger.

b. **Organizing** - AFA and CWA will coordinate organizing efforts for the purpose of uniting all unorganized Flight Attendants within AFA and to enhance the bargaining power and job security of all Flight Attendants.

c. **Grievances and System Board of Adjustment** - AFA shall retain all responsibilities for the administration of its collective bargaining agreements, including the processing of grievances and cases before the various System Boards of Adjustment.

d. **Picket Lines** - It shall be the policy of AFA and CWA to honor any picket lines established and sanctioned by either union and otherwise render appropriate aid and assistance in the event of an authorized work action. Officers of both unions shall exercise their fullest authority to insure compliance.

## **7. Assistance and Coordination**

a. The Merger shall provide, on mutually beneficial terms, for the merger of all departments, member services, programs, administrative and financial matters.

b. The Merger will provide for the retention of all AFA programs and services.

c. AFA and CWA will explore all opportunities to take full advantage of the Merger to preserve and enhance services and programs for the benefit of the membership, and to utilize the Merger to reduce or disperse costs for the mutual benefit of the Unions.

d. Savings and efficiencies realized through the merger of departments, services and programs will be applied to MEC/LEC budget increases in the following way:

1. Effective January 1, 2004, MEC/LEC budgets will be calculated without the formula reductions made on March 2003, and;

2. Effective January 1, 2005, the LEC budget formula and the MEC budget base factors will be increased by 1%. LEC and MEC budget

formulas will stay at these levels unless mutually agreed by AFA and CWA.

## **8. Staff**

- a. Job Security - No AFA employee shall lose employment as a result of the merger. Employees of AFA, on the date of merger, shall become CWA employees. In the event a vacancy occurs on the AFA staff AFA and CWA will discuss the possibility for cost savings and efficiencies to be obtained through transferring the job functions to a position on CWA's staff.
- b. Pensions/Retirement - AFA and CWA will explore ways to combine various pension plans and retirement programs covering AFA staff and officers with appropriate CWA pension plans and programs. Such options will be bargained with the AFA staff union where appropriate.
- c. Post-Merger Staffing - By the conclusion of the Affiliation Period AFA and CWA will develop and implement plans to achieve maximum efficiency and coordination of staffing for the benefit of AFA's membership.
- d. U.S.E. - Throughout the process contemplated by the Merger Agreement, AFA and CWA will respect the representation rights and contract of the Union of Staff Employees (U.S.E.).

## **9. Dues and Initiation Fees**

- a. Dues for AFA-CWA members shall remain at \$39 per member per month for 48 months from the date of the merger. Thereafter, the AFA-CWA dues structure shall be determined by the AFA Board of Directors and shall be equal to the average monthly dues of CWA members.
- b. AFA-CWA dues shall be deemed to include all required contributions to the CWA Defense Fund.
- c. In order to allocate additional funds to the LECs and MECs, the AFA-CWA Board of Directors may increase member dues beyond the above amounts. Any such increase shall be allocated for the exclusive use of LECs and MECs.
- d. Initiation Fees – Flight Attendants who have paid an AFA initiation fee, including current and former AFA members, shall not be required to pay an additional CWA initiation fee. Following the merger, Flight Attendants subject to payment of an initiation fee under the AFA Constitution and Bylaws shall continue to pay such fee to AFA-CWA.

## **10. Financial Matters**

- a. Finances - AFA and CWA are committed to structuring the merger to provide AFA with short-term and long-term stability and funding to maintain and enhance AFA programs and services for members.

b. During the Affiliation Period, CWA has provided financial assistance to AFA in order to help offset the impact on AFA of the drastic events and changes taking place in the airline industry. Such assistance helped to fund AFA's continuing commitment to defend and service its members. Such financial assistance will be repaid in the event that the merger is not completed.

c. AFA Assets – Net assets of AFA as of the effective date of the Merger shall continue to be assets of AFA-CWA after the consummation of the Merger. AFA and CWA will explore ways to maximize the efficient use of AFA-CWA assets for the benefit of the membership. Any sale or transfer of assets will be at the sole discretion of AFA-CWA.

d. AFA Expenses and Liabilities - AFA assets shall be used to satisfy outstanding expenses and liabilities of AFA incurred prior to the effective date of the Merger. Expenses and liabilities of AFA that exceed the assets of AFA on the effective date of the merger, and expenses and liabilities from the date of the merger forward shall be expenses and liabilities of CWA, except as provided for in this Merger Agreement and addenda or supporting documentation.

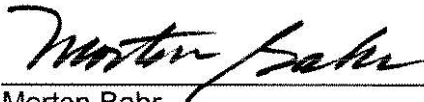
e. Budgeting – AFA-CWA's budget shall be built in accordance with AFA's traditional budgeting process coordinated with CWA budgeting processes.

f. Leases, Contracts, Offices - AFA-CWA shall retain the rights and obligations of all leases, contracts, offices and other property in its own name. The AFA-CWA International Office shall be in Washington, DC. AFA-CWA shall maintain field offices sufficient to effectively provide service to AFA-CWA members. CWA and AFA will explore ways to maximize the utilization and consolidation of such property for the benefit of the membership, subject to mutual agreement. Any such agreed changes will be implemented upon consummation of the Merger, or sooner by mutual agreement.

g. Costs - All costs associated with the process of ratification and implementing the Affiliation Agreement and Merger Agreement shall be borne by CWA. In the event the Unions terminate talks without reaching agreement, or if either Union fails to approve the Merger Agreement, CWA shall reimburse AFA for the costs of the ratification process incurred to that date.

## 11. Legal

AFA-CWA legal staff will retain responsibility for legal assistance and services to AFA-CWA bargaining units. The AFA-CWA use of outside counsel will be coordinated with the CWA General Counsel.



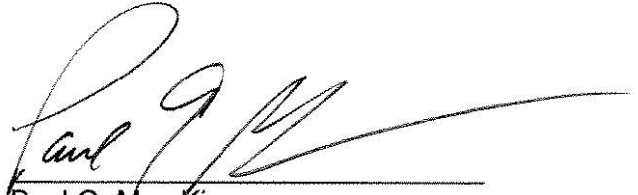
Morton Bahr  
CWA President



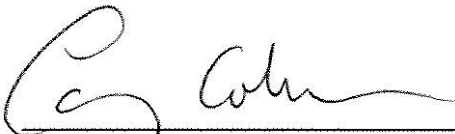
Patricia Friend  
AFA International President



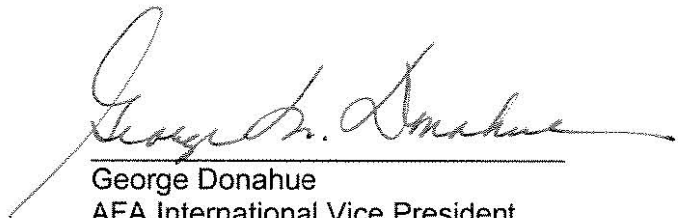
Barbara J. Easterling  
CWA Secretary-Treasurer



Paul G. Mac Kinnon  
AFA Secretary-Treasurer



Larry Cohen  
CWA Executive Vice President



George Donahue  
AFA International Vice President


February 10, 2004

Date

**Addendum to the AFA-CWA Merger Agreement  
Resolution of Disputes Concerning the Merger Agreement**


Any dispute concerning the interpretation and application of the terms and conditions of the AFA-CWA Merger Agreement shall be resolved, in the first instance, by good-faith discussions between the parties. The parties are defined as the Communications Workers of America and the Association of Flight Attendants-CWA.

If such discussions fail to resolve the dispute, such dispute shall be submitted expeditiously to an impartial arbitrator mutually selected by the parties. In the event the parties are unable to agree upon such an arbitrator within ten (10) days of the determination that a dispute exists, the American Arbitration Association shall be asked to provide a list of arbitrators, and the parties shall select an arbitrator within five (5) days of receiving the list. Arbitrations shall be conducted in accordance with the Labor Administration Rules of the American Arbitration Association. All costs associated with the arbitration of the dispute shall be shared equally by the parties. The decision of the impartial arbitrator shall be final and binding.

  
Pat Friend

AFA-CWA Sector President

9-26-06  
Date

  
Larry Cohen



President CWA

9-26-06  
Date

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**ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**  
**INTEROFFICE MEMORANDUM**

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**TO:** LARRY COHEN, CWA PRESIDENT  
**FROM:** PATRICIA A. FRIEND, AFA INTERNATIONAL PRESIDENT   
**SUBJECT:** OPT-OUT PROVISION OF AFA-CWA MERGER AGREEMENT   
**DATE:** OCTOBER 3, 2006  
**CC:** AFA OFFICERS, MERGER OVERSIGHT COMMITTEE

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This is to confirm our mutual understanding of the Opt-out provision of the AFA-CWA Merger Agreement. It is understood that action by the governing body would constitute the beginning of the six (6) months notice and the membership referendum would be held within that six months. The notice of intent to opt out may be given at any time during the opt out period, up to December 31, 2007.

**APPENDIX B**

**PARLIAMENTARY PROCEDURE  
STANDARD CODE OF PARLIAMENTARY PROCEDURE**

## PARLIAMENTARY STRATEGY

### ***TO SUPPORT A MOTION***

1. Second it promptly and enthusiastically.
2. Speak in favor of it as soon as possible.
3. Do your homework; know your facts; have handouts, charts, overhead projector slides, etc., if appropriate.
4. Move to amend motion, if necessary, to make it more acceptable to opponents.
5. Vote against motion to table or to postpone, unless delay will strengthen your position.
6. Move to recess or postpone, if you need time to marshal facts or work behind the scenes.
7. If defeat seems likely, move to refer to committee, if that would improve chances.
8. If defeat seems likely, move to divide question, if appropriate, to gain at least a partial victory.
9. Have available a copy of the organization's standing rules, its bylaws, and *The Standard Code of Parliamentary Procedure*, in case of a procedural dispute.
10. If motion is defeated, move to reconsider, if circumstances warrant it.
11. If motion is defeated, consider reintroducing it at a subsequent meeting.

### ***To OPPOSE A MOTION***

1. Speak against it as soon as possible. Raise questions; try to put proponents on the defensive.
2. Move to amend the motion so as to eliminate objectionable aspects.
3. Move to amend the motion to adversely encumber it.
4. Draft a more acceptable version and offer as amendment by substitution.
5. Move to postpone to a subsequent meeting.
6. Move to refer to committee.
7. Move to table.
8. Move to recess, if you need time to round up votes or obtain more facts.
9. Question the presence of a quorum, if appropriate.
10. Move to adjourn.
11. On a voice vote, vote emphatically.
12. If the motion is adopted, move to reconsider, if you might win a subsequent vote.
13. If the motion is adopted, consider trying to rescind it at a subsequent meeting.
14. Have available a copy of the standing rules, by-laws, and *The Standard Code of Parliamentary Procedure*, in case of a procedural dispute.

## THE CHIEF PURPOSES OF MOTIONS

<u>PURPOSE</u>	<u>MOTION</u>
Present an idea for consideration and action	Main motion Resolution Consider informally
Improve a pending motion	Amend Division of question
Regulate or cut off debate	Limit or extend debate Close debate
Delay a decision	Refer to committee Postpone to a certain time Postpone temporarily Recess Adjourn
Suppress a proposal	Table Withdraw a motion
Meet an emergency	Question of privilege Suspend rules
Gain information on a pending motion	Parliamentary inquiry Request for information Request to ask member a question Question of privilege
Question the decision of the presiding officer	Point of order Appeal from decision of chair
Enforce rights and privileges	Division of assembly Division of question Parliamentary inquiry Point of order Appeal from decision of chair
Consider a question again	Resume consideration Reconsider Rescind Renew a motion Amend a previous action Ratify
Change an action already taken	Reconsider Rescind Rescind Amend by new motion
Terminate a meeting	Adjourn Recess

PRINCIPAL RULES GOVERNING MOTIONS								
Order of Precedence	Can Interrupt	Requires Second?	Debat-able?	Amend-able?	Vote	Applies to what Required?	Can have what Other motions?	O t h e r motions
Applied to it?								
<b>PRIVILEGED MOTIONS</b>								
1. Adjourn	No	Yes	Yes+	Yes+	Majority	None	Amend	
2. Recess	No	Yes	Yes+	Yes+	Majority	None	Amend+	
3. Question of Privilege	Yes	No	No	No	None	None	None	
<b>SUBSIDIARY MOTIONS</b>								
4. Postpone Temporarily (Table)	No	Yes	No	No	Majority*	Main Motion	None	
5. Close debate	No	Yes	No	No	2/3	Debatable Motions	None	
6. Limit debate	No	Yes	Yes+	Yes+	2/3	Debatable Motions	Amend+	
7. Postpone to certain time	No	Yes	Yes+	Yes+	Majority	Main Motion	Amend+, Close debate limit debate	
8. Refer to committee	No	Yes	Yes+	Yes+	Majority	Main Motion	Amend+, Close debate Limit debate	
9. Amend	No	Yes	Yes	Yes	Majority	Rewordable motions	Amend+, Close debate Limit debate	
<b>MAIN MOTIONS</b>								
10.a. The Main Motion	No	Yes	Yes	Yes	Majority	None	Specific main, subsidiary	
b. Specific Main Motion Amend previous Action	No	Yes	Yes	Yes	Majority	Main Motion	Subsidiary,specific main	
Ratify	No	Yes	Yes	Yes	Majority	Previous action	Subsidiary	
Reconsider	Yes	Yes	Yes+	No	Majority	Main Motion	Close debate,limit debate	
Rescind	No	Yes	Yes	No	Majority	Main Motion	Close debate,limit debate	
Resume consideration	No	Yes	No	No	Majority	Main Motion	None	
*Requires two-thirds vote when it would suppress a motion w/out debate							+Restricted	

# INCIDENTAL MOTIONS

No Order of Precedence	Can Interrupt?	Requires Second?	Debat able?	Amend able?	Vote Required?	Applies to what other motions?	Can have what other motions applied to it?
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## MOTIONS

Appeal	Yes	Yes	Yes	No	Majority	Decision of Chair	Close debate, Limit debate
Suspend Rules	No	Yes	No	No	2/3	None	None
Consider Informally	No	Yes	No	No	Majority	Main Motion	None

## REQUESTS

Point of Order	Yes	No	No	No	None	Any error	None
Parliamentary Inquiry	Yes	No	No	No	None	All motions	None
Withdraw a Motion	Yes	No	No	No	None	All motions	None
Division of Question	No	No	No	No	None	Main motion	None
Division of Assembly	Yes	No	No	No	None	Indecisive vote	None

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## APPENDIX C

### Electronic Communications, Website and Social Media Policy

THEREFORE BE IT RESOLVED, that the 2015 AFA Board of Directors adopts the following policy recommendations of the Electronic Communications, Website and Social Media Committee.

#### Officer/Representative Social Media Policy

The Association of Flight Attendants-CWA, AFL-CIO respects the right of its officers and representatives to use Facebook and other social media tools not only as a form of self-expression, but also as a means to further AFA's presence online. It is important that our officers and representatives are aware of the implications of engaging in social media and online conversations that reference AFA, airline employers, or government agencies, and that they recognize when the Union might be held responsible for their behavior. Our expectations for personal and professional/official use of social media are set forth separately below:

- Be trained. All authorized Union spokespeople must complete the necessary AFA-authorized internal training before speaking on behalf of AFA. AFA International will provide the standardized training.
- Follow all applicable Union policies and all other applicable provisions of the AFA Constitution & By-Laws, especially Article XV (Ethical Practices Code) and the AFA Mutual Respect Policy.
- Disclose your specific affiliation with AFA (i.e. Master Executive Council, President, AFA-Envoy Airlines). Any officer or representative speaking on behalf of his/her members must be transparent and disclose his/her affiliation. Failure to do so could result in detrimental legal ramifications for both you and the Union.
- Where practical, use a separate account for personal use.
- Show respect and humility when posting.
- When in doubt, do not post.
- When in doubt, ask a member of the legal staff.
- Remember, your postings online are permanent (even when subsequently deleted). Be sensitive to political issues you comment on.
- Respect offline conversations, and do not share these conversations online unless you have written permission to do so.
- Be aware of your airline's applicable social media policies.
- Don't discuss confidential or proprietary information of either your airline or AFA (including, but not limited to, information from grievance or Employee Assistance Program (EAP) representation, or Company finances).

- Do not claim ownership of something that is not yours. This means that if you are using another's content you must ask permission before using it and credit them for it. Images found on the Internet, Company logos, and even sounds may be trademarked or copyrighted.
- If you manage an official AFA social media account, that account is AFA property. This means that you don't get to take it with you if you leave the Union position. Thus, you cannot change the password or the account name, or create a similar sounding account, or have any ownership of the contacts and connections you have gained through the account.
- Please note that while the language in this policy is informal, it is an official policy.

#### **Member Social Media Disclaimer**

The Association of Flight Attendants-CWA, AFL-CIO respects the right of its members to use Facebook and other social media tools not only as a form of self-expression, but also as a means to further AFA's presence online. It is important that our members are aware of the implications of engaging in social media and online conversations that reference AFA, airline employers, or government agencies, and that they recognize when the Union might be held responsible for their behavior. Our expectations for use of social media are set forth separately below:

- Follow all applicable Union policies and all other applicable provisions of the AFA Constitution & By-Laws, especially the AFA Mutual Respect Policy.
- Show respect and humility when posting.
- When in doubt, do not post.
- When in doubt, ask your elected officers.
- Remember, your postings online are permanent (even when subsequently deleted). Be sensitive to political issues you comment on.
- Respect offline conversations, and do not share these conversations online unless you have written permission to do so.
- Be aware of your airline's applicable social media policies.
- Don't discuss confidential or proprietary information of either your airline or AFA (including, but not limited to, information from a grievance or the Employee Assistance Program (EAP), or Company finances).
- Do not claim ownership of something that is not yours. This means that if you are using another's content you must ask permission before using it and credit them for it. Images found on the Internet, Company logos, and even sounds may be trademarked or copyrighted.
- Please note that while the language in this policy is informal, it is an official policy.

## **Sample Disclaimer**

### **Terms and Conditions**

#### **A. Your Acceptance**

Thank you for visiting the Association of Flight Attendants-CWA, AFL-CIO's (AFA) Facebook page. The opinions expressed on this Fan Page represent the views of individuals, and not necessarily the views of AFA, or of any of its members or staff. All users of this web site agree that their access to and use of this web site are subject to the terms and conditions set forth in this legal notice and all applicable laws, and that any such access or use is undertaken at the user's own risk. These terms and conditions further are subject to change at any time without prior notice. By visiting our Facebook page you agree to these terms and conditions. Please follow the Facebook terms and conditions, as well as the following guidelines, when posting comments or other material:

#### **B. General Use of the Facebook Group—Permissions and Restrictions**

- Note that individual posts from third parties don't necessarily reflect accurate interpretations of your Collective Bargaining Agreement. Questions about the terms and conditions of your employment should be directed to your MEC or LEC officers. AFA is not responsible for content linked to this social media account.
- Be aware of policies—which vary by carrier—regulating communications over social media.
- Never post inappropriate work or other personal information. If your post can lead to discipline by your supervisor at work, or lead to civil liability or criminal charges, it is inappropriate.
- Use discretion when posting on this publically-accessible social media platform.
- Do not disparage individuals, companies, unions, or other organizations.
- Abusive, profane, hurtful, defamatory, harassing, or otherwise offensive language will be deleted.
- Only post relevant material and do not duplicate postings. Avoid spam, advertisements, or solicitations.
- Postings which violate copyright or trademark laws, or that are otherwise unlawful will be subject to removal.
- We may also remove information that violates privacy laws, industry regulations or postings that don't follow Facebook's terms of use (<http://www.facebook.com/policies>).
- Please contact \_\_\_\_\_ if you believe there is objectionable content posted on this page.

**C. Warranty Disclaimer**

THIS Facebook Group (AKA "WEBSITE") IS PROVIDED TO YOU "AS IS." YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AFA, AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "AFA PARTIES"), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE AFA PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. NOR DO THE AFA PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE AFA PARTIES DO NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

**D. Limitation of Liability**

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**E. Miscellaneous**

You and AFA agree that any cause of action arising out of or related to the Facebook Group must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

This User Agreement is made effective as of \_\_\_\_\_(date).

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## **APPENDIX D**

### **Mutual Respect Policy**

#### **As Stated in the 2007 BOD Compilation of Actions**

THEREFORE BE IT RESOLVED that the AFA-CWA Official Policy will be as follows:

#### **Mutual Respect Policy**

The Association of Flight Attendants-CWA is opposed to any discrimination based on age, color, disability, gender identity and gender expression.

Among trade unionists there is a very high degree of appreciation of the need to respect the dignity of every individual. Nevertheless in all organizations there should be vigilance to ensure that all participants feel they are able to operate in an atmosphere in which they feel comfortable and safe.

AFA-CWA is committed to creating and maintaining a working environment based on dignity and mutual respect. AFA-CWA will neither condone nor tolerate behavior that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile, abusive or offensive environment. This commitment applies to all officers, members, and staff in AFA-CWA work places, meetings, activities and social gatherings whenever they may take place around the world.

As an employer, the AFA-CWA has a legal as well as moral responsibility to protect its employees from any form of harassment, abuse or similarly unacceptable behavior. This applies to the working environment in all AFA-CWA offices and to AFA-CWA meetings wherever they are held.

What is unacceptable behavior?

Unacceptable behavior includes unwelcome physical, verbal or non-verbal conduct including the use of electronic communication and any behavior that ridicules, intimidates, or is physically abusive or disruptive.

This may have as its focus such things as:

- Race, ethnic origin, nationality, and skin color
- Gender and sexual orientation
- Disabilities or sensory impairments
- Age, health, or physical characteristics
- Religious or political beliefs

This may involve such forms of unwanted behavior as:

- Unwanted physical contact and/or advances
- Physical or sexual assault
- Sexual or compromising propositions
- Racists, sexist or religious jokes
- Offensive language, insults and obscene gestures
- Unwelcome gifts
- Intrusion by pestering or stalking

These lists are not all-inclusive.

### **Guidelines – AFA Mutual Respect Policy**

AFA-CWA is committed to creating and maintaining a working environment based on dignity and mutual respect. This should apply to meetings, socializing and all the events around AFA-CWA activities.

What we ask of you:

- To treat everybody, including all AFA-CWA members, leaders and activists, as well as AFA-CWA staff members and meeting guests, with respect and dignity.
- To make absolutely sure your own behavior does not cause offense or misunderstanding and be open to comments from others that you may have caused offense.
- To think before you make personal remarks.
- To accept responsibility for challenging all forms of unacceptable and offensive behavior, and for upholding personal dignity.

### **Leadership Responsibility**

It is the responsibility of the senior AFA officer or representative at a Union meeting or event to:

- Lead by example, setting a proper tone and maintaining an appropriate level of decorum for the meeting or event.
- Bring violations of this policy to the attention of the person(s) involved and ask them to cease and desist or to leave the meeting or event.

We welcome your cooperation in our practical efforts for making AFA-CWA meetings, activities and work places a positive experience for everyone.

##

APPENDIX E

Oath of Office

**“I,**

\_\_\_\_\_  
(State Name),

**hereby accept the office of**

\_\_\_\_\_  
(Name of Office)

**of AFA-CWA** \_\_\_\_\_  
(state your International, MEC or Council and number),

**with full knowledge of the responsibilities and duties of  
such office.**

**I promise to faithfully discharge my duties according  
to the Constitution and Bylaws and of the Union, and  
I take this obligation freely, without any mental  
reservation or purpose of evasion.**

**I shall, at all times, endeavor to serve my members and  
the Union to the best of my ability.”**

*(Note: This Appendix E is provided for informational purposes and easy reference only.)  
(Please see Article VIII.E. for actual location in the C&B.)*

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