

**Bylaws  
of  
PAFCA American Airlines**

**A Local Union of the  
PROFESSIONAL AIRLINE FLIGHT CONTROL ASSOCIATION  
International**



# Table of Contents

<b>Article I</b>	<b>General</b>	<b>Page 2</b>
<b>Article II</b>	<b>Membership</b>	<b>Page 5</b>
<b>Article III</b>	<b>Disciplinary Action</b>	<b>Page 7</b>
<b>Article IV</b>	<b>Officers</b>	<b>Page 10</b>
<b>Article V</b>	<b>President</b>	<b>Page 12</b>
<b>Article VI</b>	<b>Vice President</b>	<b>Page 13</b>
<b>Article VII</b>	<b>Secretary</b>	<b>Page 14</b>
<b>Article VIII</b>	<b>Treasurer</b>	<b>Page 15</b>
<b>Article IX</b>	<b>Member at Large</b>	<b>Page 16</b>
<b>Article X</b>	<b>Additional Officers</b>	<b>Page 16</b>
<b>Article XI</b>	<b>Committees</b>	<b>Page 17</b>
<b>Article XII</b>	<b>Meetings</b>	<b>Page 18</b>
<b>Article XIII</b>	<b>Local Executive Board</b>	<b>Page 20</b>
<b>Article XIV</b>	<b>Collective Bargaining</b>	<b>Page 22</b>
<b>Article XV</b>	<b>Grievance and Arbitration</b>	<b>Page 23</b>
<b>Article XVI</b>	<b>Finances</b>	<b>Page 24</b>
<b>Article XVII</b>	<b>Dues and Assessments</b>	<b>Page 25</b>
<b>Article XVIII</b>	<b>Bond</b>	<b>Page 27</b>
<b>Article XIX</b>	<b>Expenses</b>	<b>Page 27</b>
<b>Article XX/XXI/XXII</b>	<b>Audit/Deposits/Change in Geographic Location</b>	<b>Page 28</b>

By-Laws of PAFCA American Airlines

**Article I**

**General**

Section 1

This organization shall be known as PAFCA American Airlines, a Local Union of the Professional Airline Flight Control Association, representing the Flight Dispatchers, Flight Dispatchers in Training and Operations Specialists of American Airlines, Inc. PAFCA American Airlines may also be referred to as PAFCA-AAL.

Section 2

Headquarters of PAFCA-AAL shall be located in the vicinity of the American Airlines Integrated Operations Center unless a majority of the membership shall authorize a different location. A majority vote constitutes as fifty percent (50%) plus one (1) of ballots cast, and shall be the constant definition of a majority vote within the PAFCA-AAL Bylaws.

Section 3

The duration of PACFA-AAL shall be perpetual, or until it is dissolved per Article I Section 4.

Section 4

PAFCA-AAL may be dissolved at any time by a majority vote of the members in good standing once PAFCA has been removed as the bargaining representative as a matter of law. In the event of dissolution, the elected shall act as agents for the members and dispose of all the physical assets of PAFCA-AAL by public auction, private sale or otherwise. All of the liquid assets shall then be prorated to the active members in good standing in proportion to years of membership in PAFCA-AAL.

Section 5

PAFCA-AAL shall represent the Flight Dispatchers, Flight Dispatchers in Training and Operations Specialists of American Airlines pursuant to these bylaws and the PAFCA Constitution, and to take action in support of such representation as may be approved in accordance with the PAFCA Constitution and bylaws.

Section 6

PAFCA-AAL shall operate as a non-profit local labor organization.

## By-Laws of PAFCA American Airlines

### Section 7

The members shall, at all times, be aware of the responsible nature of their employment and adhere to the highest professional conduct of the Operational Control Personnel role.

### Section 8

PAFCA-AAL shall:

- A. Conduct the collective bargaining on behalf of Flight Dispatchers, Dispatchers in Training and Operations Specialist within the bargaining unit at American Airlines, Inc.;
- B. Represent the bargaining unit in grievances and arbitration proceedings as authorized herein;
- C. Utilize all proper and legal means for settling disputes and grievances;
- D. Be authorized to represent members before appropriate Federal Agencies and may undertake additional representation as deemed necessary to protect member's license and employment with American Airlines, Inc.
- E. Provide legal advice from a PAFCA-AAL legal representative in the event a Flight Dispatcher in the bargaining unit receives a Letter of Investigation from any Federal Agency.
  1. If, in the professional opinion of the legal counsel, legal representation is recommended, the Local Executive Board shall defer to such advice.

### Section 9

PAFCA-AAL is authorized to purchase, hold, acquire, maintain, lease, mortgage, and convey real and personal property of every kind, nature and description, whatsoever and whenever through a majority vote by the Local Executive Board in order to efficiently conduct the business of PAFCA-AAL.

### Section 10

The membership is empowered to make affiliations, in the best interests, of PAFCA-AAL

### Section 11

PAFCA-AAL shall request an official Local seal from the International Union and shall be maintained by the Local Secretary.

### Section 12

Nothing in these bylaws shall conflict or be construed to conflict with the Professional Airline Flight Control Association International Constitution (hereafter "International Constitution").

## By-Laws of PAFCA American Airlines

### Section 13

These bylaws along with the International Constitution shall be the basic governing document of PAFCA-AAL.

### Section 14

Should any of these bylaws be declared illegal by competent authority or by appropriate statute, only that portion of the bylaws, which is directly affected, shall be invalidated and then amended per Article I Section 16.

### Section 15

In the event there is conflict over the interpretation of these bylaws, the President shall issue the initial interpretation. If that does not resolve the conflict, the matter may be appealed to the Local Executive Board. If the conflict is not resolved by the Local Executive Board, the matter may be appealed to the next regular membership meeting or a special meeting, with appropriate advance notice as per Article XII Section 3. A majority vote of the members at such meeting shall resolve any conflict over interpretation.

### Section 16

A motion to amend, add to, or repeal any portion of these bylaws may be made at any regular meeting, or special meeting per Article XII Section 6 and with appropriate advance notice as per Article XII Section 3.

- A. A vote to amend, add to, or repeal any portion of the bylaws must be made in accordance with Article XII, Section 7.

### Section 17

Rules and resolutions not considered suitable for inclusion in these bylaws shall be maintained by the Secretary in the PAFCA-AAL files.

## Article II

### Membership

#### Section 1

There shall be three (3) classes of regular membership in PAFCA-AAL: Active, Administrative Active and Inactive.

- A. An Active member is an employee of American Airlines, Inc. who is employed as a Flight Dispatcher, Flight Dispatchers in Training or Operations Specialist, and who is represented by PAFCA-AAL for purposes of collective bargaining.
- B. An Administrative Active member is an employee of American Airlines, Inc. who is working in a position outside the coverage of the collective bargaining agreement; however, such position being related to the function(s) of Flight Control. An Administrative Active member is prohibited from casting a ballot on all collective bargaining agreements, amendments to an existing agreement, or proposed/amendments to these PAFCA-AAL bylaws.
- C. An Inactive member was an Active or Administrative active member who holds or assumes Administrative positions not within the bargaining unit or related to the Flight Control function, accepts non-transportation employment, becomes unemployed, or retires. An Inactive member shall not be liable for dues and assessments while in that status. No voting rights will be extended to an Inactive member.

#### Section 2

Active or Administrative Active members who are on approved unpaid leaves of absence (military or otherwise) granted by the employer; shall, be considered on leave and shall not be liable for dues and assessments while in that status.

#### Section 3

Any member assuming the status of Inactive member or on leave shall be liable for all dues and assessments due to PAFCA-AAL up to the date that the member takes leave or changes to Inactive member status. Failure to settle membership account in full within six (6) months after assuming inactive or leave status shall automatically terminate membership in PAFCA-AAL.

#### Section 4

A person shall be eligible for membership upon the date of assuming the duties of his classification or assignment.

## By-Laws of PAFCA American Airlines

### Section 5

Application for membership shall be made on a form provided by the Secretary, accompanied by all fees and remittances as may be due under the provisions of these bylaws.

### Section 6

Crafts or classes not specified herein, may be accepted for membership by determination through a majority vote by the General Membership.

### Section 7

Administrative Active and Inactive Members may voluntarily terminate membership by giving notice to the Local Executive Board.

A. Administrative Active members must give a thirty (30) day termination notice to the Local Executive Board

### Section 8

A. Any member inactive by virtue of the provisions of these by-laws or on leave status may apply for reinstatement when conditions causing his/her Inactive membership or leave status are removed, and arrangements have been made for repayment to PAFCA-AAL of any past indebtedness. Failure to make application within ninety (90) days, or disapproval by the membership shall terminate membership in the association.

### Section 9

Any member who has paid within sixty (60) days of the due date of his/her dues, fines and assessments or has made satisfactory arrangements for the payment of the same, shall be considered a "Member in Good Standing" and entitled to all rights, privileges and benefits of membership in PAFCA-AAL.

## Article III

### Disciplinary Action

#### Section 1

Any member may be fined (No more than \$200), suspended (no vote, no voice), or a combination thereof by a majority vote by the Local Executive Board for any of the following acts:

- A. Willful violation of these bylaws;
- B. Making a false statement when applying for membership, or withholding material information when applying for membership;
- C. Misappropriating money or property of PAFCA-AAL or PAFCA International
- D. Performing work for or assisting the employer during a period when the members of PAFCA-AAL are on strike against such employer;
- E. Improperly disclosing confidential PAFCA-AAL matters;
- F. Initiating legal action against PAFCA-AAL or a member thereof before exhausting all remedies provided in the Constitution and bylaws (not to exceed a four month lapse of time).
- G. Refusing or willfully neglecting to pay dues, assessments, fines or financial obligations to PAFCA-AAL;
- H. Acting in any manner to circumvent, defeat or interfere with collective bargaining between PAFCA-AAL and American Airlines, Inc.;

#### Section 2

A charge or charges may be preferred against any member by resolution of: the Local Executive Board or by resolution of at least ten (10) members in good standing.

#### Section 3

Charges against a member shall be preferred in writing and shall be specific as to the alleged acts which constitute the basis of the charges and the violations of the International Constitution and Bylaws allegedly violated.

#### Section 4

The accused member shall be supplied with a copy of the charges by certified mail, at his/her last known address, or through service by way of an elected officer; whereas, the elected officer shall obtain a signature through witness of a third party (i.e. member in good standing). An additional copy will be sent by regular mail to the last known address. If notification is refused by the addressee, it shall, nevertheless, be deemed sufficient notice of the proceedings.



## By-Laws of PAFCA American Airlines

### Section 5

Charges must be filed within thirty (30) days after the accuser becomes aware of the alleged offense, but in no event more than six (6) months after the alleged offense occurred.

### Section 6

Charges shall be heard by the Local Executive Board, not less than thirty (30) nor more than sixty (60) days after receipt by the accused of the charges against him; provided that by mutual consent, such hearing may be held sooner than thirty (30) days or later than sixty (60) days from the date of receipt of charges.

### Section 7

The accused member and the accuser shall have the right, both at the original hearing and at any appeal taken therefrom, to be represented by an active member of PAFCA-AAL in good standing. Whether or not the accused member appears at the hearing or at any adjourned date, evidence for or against such member may be received. If the accused or the party preferring the charges fails to appear at such hearing, or fails to request a hearing as provided for herein, he/she shall be deemed to have waived his rights to an appeal from the decision of the hearing body, provided that if he/she shows good cause for not appearing at the hearing, as deemed by a majority of the membership, their rights to appeal shall not be denied.

A. Hearings shall be made public to the membership; provided, members do not interfere with the preceding.

### Section 8

Upon the conclusion of a hearing conducted before the Local Executive Board, such group shall render a decision within twenty-one (21) days, sustaining or dismissing such charges in whole or in part, and shall fix such penalties or direct such disciplinary action as it deems appropriate. Such decision shall be in writing and, sent certified mail, or through service by way of an elected officer; whereas, the elected officer shall obtain a signature through witness of a third party (i.e. member in good standing) to the accused and the accuser, and copies shall be made available to the membership.

### Section 9

The accused member or the party making the charge, may appeal the Local Executive Board decision to the membership; such appeal shall be by written request within twenty-one (21) days from the date of receipt of the written decision from which such appeal is taken.

## By-Laws of PAFCA American Airlines

### Section 10

The membership shall hear the appeal upon the evidence and decision submitted to it and, upon application of any party or upon its own motion, may take such additional evidence as it deems proper. The membership shall hear such appeal, if ready for presentation, at the first scheduled meeting following receipt of notice of appeal from either party (or at a special meeting if there is appropriate advance notice per Article XII Section 3).

A. The membership, through a majority of ballots cast at such meeting, shall render its decision, either to Uphold or Annul the Local Executive Board's decision within thirty (30) days, in writing, by certified mail, or through service by way of an elected officer; whereas, the elected officer shall obtain a signature through witness of a third party (i.e. member in good standing) to the accused and the accuser, and its decision shall be final and binding. Copies of the decision shall be made available to the membership and a copy shall form a part of the permanent records of PAFCA-AAL.

1. The Local Executive Board has final authority to administer such penalties or direct such disciplinary actions as it deems appropriate per Article III Section 1.

### Section 11

The status of an accused member in good standing may not be changed until all actions, hearings, and appeals as set forth herein have been completed and final adjudication provided, or the time limit for any such appeal has expired, and a member in such case shall be afforded full protection and services of PAFCA-AAL; provided that his financial obligations must be kept current, or the provisions of this paragraph do not apply.

### Section 12

The Local Executive Board and the membership may utilize service of Counsel at hearings to render advice and assistance:

A. Whereas; the Local Executive Board must provide notification to the accused member that the service of Counsel will be utilized.

## Article IV

### Officers

#### Section 1

PAFCA-AAL shall have a President, Vice-President, Secretary, Treasurer, Member at Large and such other officers that the membership may determine appropriate.

#### Section 2

The term of office for PAFCA-AAL officers shall be for three (3) years, until they are re-elected or until their successors have been elected and taken office. In establishing the initial term of the President and Secretary, the term of office shall be for a period of two (2) years, as to offset future elections.

#### Section 3

Elections will be held on a rotating basis.

A. President and Secretary shall be elected jointly in the same year.

B. Vice President, Treasurer and Member at Large shall be elected jointly in the same year.

#### Section 4

The officers shall be nominated and elected from among the members in good standing during the month of ~~June~~ D e c e m b e r

#### Section 5

Notice of the election must be furnished to each member at least fifteen (15) days before the election and reasonable opportunity shall be given for the nomination of candidates. All members in good standing shall be eligible to hold office and shall be entitled to one (1) vote.

#### Section 6

The officers shall be elected by secret ballot, but in no event by proxy, and a majority of the votes cast shall be necessary for election. Each member shall be entitled to one (1) vote. In the event no candidate receives a majority of the votes cast on the first ballot, a runoff election would be held between the top two vote receiving candidates. If there is a tie for the number two position then all candidates tied shall be included in the runoff election. This procedure shall be repeated until a candidate receives a majority of the votes cast.

A. All voting for the election of officers shall be made by verifiable, NMB approved, electronic methods.

#### Section 7

Between meetings of the Local Executive Board and subject to any limitations set forth herein or in the International Constitution, and subject to and consistent with Articles V, VI, VII, VIII and IX of these Bylaws, the officers shall have power over all affairs of PAFCA-AAL and shall be responsible to the Local Executive Board and the Membership.

## By-Laws of PAFCA American Airlines

### Section 8

When a vacancy in any office occurs, for any reason, such vacancy shall be filled by Local Executive Board appointment until a successor is elected as provided in this Section. The Local Executive Board, within thirty (30) days of the date of the vacancy, shall nominate and receive nominations of candidates, and conduct a secret ballot among the members in good standing of PAFCA-AAL to fulfill the remaining term.

### Section 9

At any time, thirty (30) percent of the membership in good standing may petition the Local Executive Board for a recall vote to be taken, with or without cause or due process, of any officer.

- A. A two-thirds (2/3) majority vote of ballots cast, of the members in good standing shall be required for a recall.
- B. All voting for the recall of officers shall be made by verifiable, NMB approved, electronic methods.

### Section 10

In the event the Company is the survivor in a merger with another carrier, or the Company's purchase of the assets of another carrier results in the integration of employees, with PAFCA-AAL retaining representative status, the office of Second Vice-President is established. The office shall be filled by the ranking member of the other carriers bargaining unit, or a member of their choice. The term of office shall be until the next PAFCA-AAL general election, with the Local Executive Board having power to extend the term of the office in thirty (30), sixty (60) or ninety (90) day increments to a maximum of six (6) months. Further extension shall require membership vote.

## Article V

### President

#### Section 1

The President shall function as the Chief Executive Officer of PAFCA-AAL; exercise supervision of its affairs and sign all official documents and contracts.

#### Section 2

The President shall appoint and fix the compensation and expense reimbursement of Counsel, representatives, agents and employees of PAFCA-AAL.

#### Section 3

The President shall be charged with carrying out the policies of the Local Executive Board and the membership.

#### Section 4

The President may create committees, as per Article XI, to expedite the work of PAFCA-AAL.

#### Section 5

The President shall call all regular and special meetings of PAFCA-AAL.

#### Section 6

The President shall be responsible for the expeditious processing of complaints and grievances and promoting the interests of PAFCA-AAL in whatsoever way possible.

A. Shop Stewards may be utilized as per Article XV Section 2

## Article VI

### Vice President

#### Section 1

The Vice-President, in the absence of the President, will perform all of the duties of the President under the direction of the President and such other duties that from time to time may be specifically assigned to them by the President.

#### Section 2

The Vice-President shall at all times assist in the processing of complaints and grievances and promoting the interests of PAFCA-AAL in whatsoever way possible.

## Article VII

### Secretary

#### Section 1

The Secretary shall assume duties as assigned at the direction of the President and/or the Local Executive Board

#### Section 2

All minutes of the Local Executive Board, regular and special membership meetings shall be the responsibility of the Secretary. The Secretary will record and maintain all minutes. Minutes will contain all business transacted by resolution, discussion, formal or informal, for an accurate, factual permanent record.

#### Section 3

The Secretary, in coordination with the President, and except as otherwise specified through any other Article, shall give and serve all notices of PAFCA-AAL

#### Section 4

The Secretary shall be custodian of the PAFCA-AAL seal, books, records, files and property.

#### Section 5

The Secretary shall affix or cause to be affixed, the PAFCA-AAL seal when required.

#### Section 6

The Secretary shall retain the ballots and all other election records for a period of not less than one (1) year. (All other PAFCA-AAL records shall be maintained for a period of five (5) years.

## Article VIII

### Treasurer

#### Section 1

The Treasurer shall keep, or cause to be kept, proper books of account of all business transactions in accordance with accepted accounting procedures, including such other books of account that the membership shall prescribe.

#### Section 2

The Treasurer shall make, sign and endorse in the name of PAFCA-AAL, all checks, drafts, warrants and orders for the payment of money; and pay out and dispose of same and receipt therefore, under the direction of the President or the membership.

#### Section 3

The Treasurer shall exhibit at all reasonable times his books and accounts to any officer or member in good standing.

#### Section 4

The Treasurer shall render a statement of the financial condition quarterly and annually.

#### Section 5

The Treasurer, jointly with the President, may convert any securities held by the Association into working funds.

#### Section 6

The Treasurer is authorized to "write off" uncollectible assets in the books of PAFCA-AAL in accordance with accepted accounting methods.

A. Such "write offs" shall be made aware to the Local Executive Board

## **Article IX**

### **Member at Large**

#### Section 1

The Member at Large, shall perform all duties as assigned by the President or as appointed by the Local Executive Board.

## **Article X**

### **Additional Officers**

#### Section 1

Should any additional offices be created by the membership, their jurisdiction and duties shall be specified and they shall be elected, serve, be subject to recall, etcetera, in accordance with the rules for other officers as specified in Article IV.



## Article XI

### Committees

- Section 1  
Volunteers will be solicited for standing or appointed committees and voted in by a majority vote of the Local Executive Board.
- A. Upon establishment of the initial Executive Local Board, all current committees shall be made open and available for volunteers.
1. Committee members will then be selected per Article XI Section 2.
- Section 2  
Volunteers will be solicited for Special Committees and voted in by a majority vote of the Local Executive Board, except for the negotiating committee as specified in Article XIV.
- Section 3  
Committees shall be re-evaluated at the appointment or election of a new President, or whereas decided by a majority vote of the Local Executive Board.
- Section 4  
Members of standing, appointed or special committees or individuals selected to work to expedite the business of PAFCA-AAL shall not perform his/her duties in such a manner as to place an unfair burden on a member or the membership; as to cause for financial loss, hinder the employment or jeopardize the member's Dispatch Certificate.
- Section 5  
Shop Stewards shall be solicited for and approved by the Local Executive Board.
- A. The number of Shop Stewards shall be subject to approval of the Local Executive Board.
- B. Shop Stewards will act as a liaison between members and the Local Executive Board.
- Section 6  
All committees and members of committees shall be made available for viewing by the membership on the PAFCA-AAL website.

## Article XII

### Meetings

#### Section 1

Regular membership meetings shall be held quarterly.

- A. All regular membership meetings will be set by November 1<sup>st</sup> for the upcoming year.
  - 1. Meeting dates will be made available on the PAFCA-AAL website.
- B. At all meetings, all local business subject to a membership vote must be placed on the agenda.
- C. Agenda items will be made available for membership review and the inclusion of additional local business items by members no later than fifteen (15) days in advance of the scheduled meeting. The inclusion of additional local business items by the membership shall close five (5) days prior to the scheduled meeting.

#### Section 2

Business may be conducted and voted on through a regular meeting. In the event business shall be voted on through a regular meeting:

- A. A quorum shall be convened; thus fifteen percent (15%) of members in good standing, shall constitute a quorum for conducting business. When a quorum is not present, a lesser number may adjourn the meeting to a future time.
  - 1. Multiple meeting start times on posted meeting day may be implemented in order to accommodate all members in good standing.
  - 2. At such time, an aggregate of all members in attendance shall be applied as to convene a quorum

#### Section 3

Special meetings shall be called upon by written request from ten (10) percent of the members in good standing, or by the Local Executive Board, or the President.

## By-Laws of PAFCA American Airlines

### Section 4

Normally special meetings shall require fifteen (15) days advance notice; however, if an emergency is deemed to exist by the President, a special meeting may be held on at least forty-eight (48) hours advance notice.

- A. Notice of a special meeting shall designate time, place and agenda of such meeting.

### Section 5

No business, except that specified in the agenda, shall be transacted at a special meeting unless thirty percent (30%) of the membership is present

- A. A quorum shall be convened; thus, thirty percent (30%) of members in good standing shall constitute a quorum for conducting business. When a quorum is not present, a lesser number may adjourn the meeting to a future time.
  - 1. Multiple meeting start times on posted meeting day may be implemented in order to accommodate all members in good standing.
  - 2. At such time, an aggregate of all members in attendance shall be applied as to convene a quorum.

### Section 6

At all meetings, all business subject to vote will be decided by a majority vote of the members in attendance except as provided otherwise in these bylaws and each Member shall have one (1) vote.

### Section 7

Whereas, in regards to Letters of Agreement, contractual changes, amendments, additions, repeals of any portion of these Bylaws; All issues shall be decided by a majority vote made available to the entire membership for voting via electronic ballot.

- A. Votes will be made by verifiable, NMB approved, electronic methods.

## Section 8

All meetings shall be conducted in accordance with Roberts Rules of Order, as most currently revised.

- A. Minutes shall be kept of all meetings; the minutes will record those who attended, those excused or unable to attend, resolutions introduced, whether the resolution passed or failed, how an attendee Local Executive Board member voted on any resolution introduced (for or against or abstain), and numbers voting in a roll call
- B. Minutes will be distributed to all elected officials concerned and provided to members by posting PAFCA-AAL website
- C. Meetings shall be chaired and called by protocol as follows;
  - 1. The President of the Local Executive Board or Vice President of the Local Executive Board.

## Section 7 9

The President, or a Local Executive Board member at the President's direction, shall hold the power to close regular or special meetings to all but active members in good standing.

## Article XIII

### Local Executive Board

#### Section 1

The Local Executive Board shall consist of the President, Vice-President, Secretary, Treasurer, Member at Large, any other officers designated by the membership under Article IX, and if applicable Article IV, Section 10, the Second Vice-President.

#### Section 2

The Local Executive Board is authorized and empowered to take such action and render such decisions as may be necessary to carry out fully and adequately the decisions and instructions of the membership, and to enforce the provisions contained in the Constitution and Bylaws.

#### Section 3

Between meetings of the membership, the Local Executive Board shall have the power to control the affairs of PAFCA-AAL and to take such actions and render such decisions as are necessary to safeguard and promote the best interests of PAFCA-AAL; such power not including the amending of the Bylaws.

#### Section 4

The Local Executive Board shall have power to make rules to govern matters consistently with the Constitution and these Bylaws and shall report accordingly to the membership.

#### Section 5

The Local Executive Board shall have the power to file charges and conduct hearings on such charges against any Officer of the Local Association on the ground that such person is guilty of malfeasance of mal-administration, and to make a report to the membership recommending appropriate action. The Local Executive Board must serve such Officer with a copy of the written charges a reasonable time before the hearing, as provided in Article III.

#### Section 6

The Local Executive Board shall act in consultation and cooperation with the President in furthering the objectives and policies announced by the membership and shall make recommendations of policy to the membership.

## By-Laws of PAFCA American Airlines

### Section 7

The Local Executive Board shall be charged with maintaining continuity in the management of PAFCA-AAL and shall act in the capacity of owners' representatives and general trusteeship of PAFCA-AAL's business and funds.

### Section 8

The President shall preside at all meetings of the Local Executive Board as Chairman.

### Section 9

Regular meetings of the Local Executive Board, called by the President, shall be held every month. Special meetings may be called at any time by the President or by two or more members of the Local Executive Board.

### Section 10

All issues submitted to the Local Executive Board shall be decided by a majority vote.

A. At no time shall a partial Local Executive Board be considered for voting.

1. In the event an officer of the Local Executive Board is absent: his/her vote may be brought to tally via tele-communications or video-communications or by electronic methods (i.e. e-mail, e-ballot, etc...).
2. In the event an officer of the Local Executive Board becomes incapacitated or incommunicado, or a position on the Local Executive Board is vacated, the business of the Local Executive Board may continue provided the requirements for a majority vote by the remaining Local Executive Board members is met.

### Section 11

Action taken and motions passed by the Local Executive Board shall be compiled and distributed to the membership.

### Section 12

Local Executive Board members (PAFCA-AAL Officers) are prohibited from holding executive office positions in other professional dispatch organizations (other than Board of Director positions in the International Union) and/or

## By-Laws of PAFCA American Airlines

organizations which might create a conflict of interest or distract from the duties and responsibilities assumed as a Local Executive Board member.

### Section 13

The Local Executive Board shall provide updates as to the status of the union and its' business affairs on a quarterly basis, offset to General Membership Meetings, either by mass electronic communication distribution or through the PAFCA-AAL website.

## Article XIV

### Collective Bargaining

#### Section 1

The President shall be chairman of the negotiating committee and shall serve, or cause to be served, all appropriate notices to the employer in connection with negotiations; and shall sign all collective bargaining agreements on behalf of PAFCA-AAL.

#### Section 2

In addition to the President, the negotiating committee shall consist of two (2) members in good standing, nominated and elected by the membership.

- A. All voting for negotiating committee members shall be in accordance with the same provisions as outlined in Article IV, Section 6 of these Bylaws.

#### Section 3

All collective bargaining agreements, or amendments to the existing agreement, shall be subject to ratification by a majority of votes cast by mail box or electronic ballot with the time frame for the vote being no less than seven (7) days commencing with the day the agreement, side-letter of agreement etc. is distributed to the membership.

#### Section 4

The approval by a two-thirds (2/3) majority vote of the members of the bargaining unit is necessary before a strike may be called.



## Article XV

### Grievance and Arbitration

#### Section 1

The President shall assist all members in the handling of grievances and/or arbitration under the collective bargaining agreement. In order for PAFCA-AAL funds to be used in processing grievances and arbitration, it is necessary to obtain approval of the Local Executive Board.

- A. The President may delegate any member of the Local Executive Board to assist in the grievance process

#### Section 2

Any member who has a grievance or who wishes to exercise his/her rights under the contract or who wishes to confer with management on any matter pertaining to his/her employment shall submit his/her complaint or request to any Shop Steward or member elected officer.

- A. Shop Stewards must keep informed, the President and/or Vice President of all grievances handled on their behalf.
- B. A written record of all grievances shall be kept by the Secretary
- C. No member shall by-pass the grievance processes of these bylaws to handle his/her or another employee's grievance.

#### Section 3

Denied grievances will be brought to the Local Executive Board before they are advanced to arbitration.

- A. The Local Executive Board shall have the authority to proceed with the grievance or to withdraw any grievance it considers to be without sufficient merit under the respective Collective Bargaining Agreement.
  - 1. A grievance may only be dismissed after denial by the Company, and with a majority vote of the Local Executive Board.
  - 2. The member filing the grievance shall be informed of the reason the grievance was dismissed by the Local Executive Board.

## Article XVI

### Finances

#### Section 1

The fiscal year shall begin on the first (1<sup>st</sup>) day of July and expire on the thirtieth (30) day of June each year.

#### Section 2

All bills payable, notes, checks or other negotiable instruments of PAFCA-AAL shall be made in the name of PAFCA-AAL. All checks shall bear two (2) authorized signatures, those of the President and the Treasurer. No officer or agents of PAFCA-AAL, either singly or jointly with others, shall have the power to make any bill payable, note, check draft, or other negotiable instrument, or endorse the same in the name of PAFCA-AAL, or contract or cause to be contracted, any debt or liability in the name or in behalf of PAFCA-AAL, except as herein these by-laws prescribed and provided.

#### Section 3

The Local Executive Board shall adopt a budget at the first meeting following installation of the elected Officers.

#### Section 4

Any transaction exceeding \$10,000 (Ten-thousand dollars) in value shall require a full membership approval per Article XII Section 2 or Section 5.

## Article XVII

### Dues and Assessments

#### Section 1

Dues shall be payable bi-weekly and deducted from the pay of each member after the execution of a dues "Check-Off Form". Dues for Active and Administrative Active members are 1% base pay per month.

#### Section 2

Inactive members, members on leave status and members removed from the bargaining unit due to physical disability and/ or on unpaid sick leaves are exempt from payment of dues.

#### Section 3

The membership is authorized to levy assessments on all Active members pursuant to the labor agreement between PAFCA-AAL and American Airlines in order to take care of extraordinary expenses; provided however, such assessment is of a type or amount which may be levied under applicable law or under the labor agreement. An Administrative Active member is exempt from all assessments related to the negotiating or amending of the collective bargaining agreement. No assessment shall be levied except by majority votes cast by secret ballot of the members in good standing voting at a regular or special membership meeting, after reasonable notice of the intention to vote upon such question, or by majority votes cast of the members in good standing voting in a membership referendum conducted by secret ballot. Assessments shall be levied on the membership in the same ratio and manner as the dues are levied and, unless prohibited by applicable law or the provisions of the labor agreement. Assessments are due and payable when made, and the same procedure and fines shall be incurred by a delinquent as in the case of delinquent dues.

#### Section 4

The Treasurer shall send notice for the payment of assessments. Such notice shall be sent at least ten (10) days prior to due date.

## By-Laws of PAFCA American Airlines

### Section 5

In the event a member fails to pay his/her assessment in full within thirty (30) days after the due date, he/she shall be fined ten (10%) percent of the assessment for that month. In the case of a person who is required to pay a service charge, if he/she fails to pay his/her assessment in full within sixty (30) days after the due date, PAFCA-AAL may pursue any remedy for such nonpayment or take any action with respect to such non-payment which is permitted under Article 38 of the labor agreement for non-payment of monthly dues.

### Section 6

A member who fails to execute a dues check-off form or pay an assessment together with all accrued fines within six (6) months after due date, shall be automatically expelled unless, in the discretion of the Local Executive Board, there shall appear to be extenuating circumstances. In the latter case, he/she may be permitted to remain delinquent for such further period as they may grant him and conditioned upon whatever terms they may deem reasonable.

### Section 7

New members shall pay dues starting with the first regular paycheck of the month following acceptance to membership and receipt of a properly executed dues check-off form

A. Reclassified or reinstated members shall pay dues prorated from the date of membership eligibility.

### **Article XVIII**

#### **Bond**

##### Section 1

The membership authorizes the bonding of officers having access to the funds of PAFCA-AAL in an amount as required by Federal Law.

- A. Cost of such bonds shall be borne by PAFCA-AAL

### **Article XIX**

#### **Expenses**

##### Section 1

The Salaries of all Local Officers and/or Local Executive Board members will be fixed at a regular meeting of the Local Executive Board subject to approval by a majority vote at a membership meeting or through electronic ballot.

- A. Officers shall receive loss of pay reimbursement at their normal rate of pay as stated in the Dispatchers agreement while engaged in PAFCA-AAL business and shall receive reimbursement for reasonable, actual expenses required to perform their duties.
- B. Expenses must be approved by the Local Executive Board

##### Section 2

All officers due reimbursement for approved expenses shall submit a PAFCA approved expense form to the PAFCA-AAL Treasurer at least once per calendar quarter.

- A. All other members shall submit said expense form to the PAFCA-AAL Treasurer within ninety (90) days of the incurred expense.

## Article XX

### Audit

#### Section 1

The books of PAFCA-AAL will be reviewed by a certified public accountant selected by the Local Executive Board at least once every two years.

A. Such books must be made available, upon written request, to any member in good standing.

1. Any review of the PAFCA-AAL financial books must be made in the presence of the Local Treasurer.

## Article XXI

### Deposits

#### Section 1

All funds received by PAFCA-AAL shall be deposited to the credit of PAFCA-AAL in depositories approved by the Treasurer.

## Article XXII

### Change in Geographic Location

#### Section 1

In the event the membership of PAFCA-AAL is, in the future, located at two or more geographic locations, the Local Executive Board shall have authority to designate appropriate procedures for implementing the purposes of these By-laws until such time as the membership amends the bylaws in an appropriate part.

, Inc. as active members in good standing with the TWU Local 549 shall become active members within PAFCAAAL upon ratification.

Whereas;

1. Active TWU Local 549 members performing the duties of Flight Dispatcher, Flight Dispatcher in Training and Operations Specialist shall be an Active member of PAFCAAAL

By-Laws of PAFCA American Airlines

The By-Laws of the Professional Airline Flight Control Association– American (PAFCAAmerican) were amended and adopted by a majority of ballots cast by the Flight Dispatchers of American Airlines on the fourth day of June in the year of two-thousand eighteen in accordance with the requirements of the constitution of the Professional Airline Flight Control Association.

X

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President

X

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Vice – President

X

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Secretary

X

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Treasurer