
CONSTITUTION AND BYLAWS

OF THE

U.S. AIRLINE PILOTS ASSOCIATION

PREAMBLE

The pilots of US Airways, desiring a union that will advance their professional and economic well-being, hereby establish through this Constitution and Bylaws, the US Airline Pilots Association (USAPA).

This Association, founded on the principles of democracy and accountability, aspires to provide through this Constitution and Bylaws (C&BLs,) equally to each member, the benefits and controls of a truly participative organization, which ensures freedom of speech while promoting integrity, honor and trust. The Association will be attentive and respectful of each member's opinions and concerns and will always encourage full voluntary participation.

Recognizing our careers are linked to the success of our airline, we dedicate ourselves to use all legal and honorable means to attain the goals of our membership. This Constitution and Bylaws is the mechanism through which all members are represented individually and collectively. It establishes procedures for responsible leadership while assuring the membership's ultimate control of their Association.

The US Airline Pilots Association (USAPA) will comply with the Labor-Management Reporting and Disclosure Act of 1959, as amended.

Definitions

Within this document, all referencing conventions to the singular shall apply to the plural; masculine shall apply to feminine.

The words "Association," "union" and "USAPA" shall mean the US Airline Pilots Association and may be used interchangeably.

The word "Company" used herein shall mean any air carrier, successors, executors and/or assigns of US Airways, Inc. under contractual working agreement with USAPA.

The words "Constitution and By-Laws" or "Constitution" used herein shall mean the Constitution and By-Laws of the US Airline Pilots Association.

The words "majority vote" when used herein shall mean a majority of the valid votes cast unless otherwise specified.

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ARTICLE I: GENERAL

SECTION 1. NAME

The name of the organization is US AIRLINE PILOTS ASSOCIATION. Whenever the term "USAPA," "association" or "union" is used in this Constitution and Bylaws, it shall refer to and mean the US AIRLINE PILOTS ASSOCIATION.

SECTION 2. OFFICE LOCATION

The general offices and headquarters of USAPA are located in Charlotte, NC as determined by the USAPA Board of Pilot Representatives (BPR). The location of the Association headquarters may be changed by a two-thirds (2/3) majority vote of the Board of Pilot Representatives.

SECTION 3. DURATION AND/OR DISSOLUTION

- A. The duration of USAPA shall be perpetual, or until dissolved as provided for in this Constitution and Bylaws. Subject to the deferral provisions of paragraphs B. and C. of this section, in the event of dissolution of the Association, the officers of USAPA shall act as agents for the membership and dispose of all of the physical assets of the Association by suitable means. All assets shall be liquidated and, less any indebtedness, shall then be prorated to the active members in good standing of USAPA as of the time of such dissolution in proportion to the monies paid by each such member in the twelve (12) months immediately preceding dissolution.
- B. Dissolution of the Association may be affected through a representation vote conducted by the National Mediation Board (NMB) in accordance with the Railway Labor Act (RLA) that results in the Association's certification being extinguished or pursuant to a two-thirds vote of the Board of Pilot Representatives subsequently ratified in accordance with Article XI, Section D of this Constitution and Bylaws. In either case, the commencement of dissolution is subject to the deferral provisions of C. of this section.
- C. Within three (3) business days of either the NMB decision or membership vote triggering dissolution (hereinafter, the "commencement date"), the National Officers shall make a determination as to whether existing circumstances present, or may present in the future, the need for collective legal action on behalf of the pilot group, including, but not limited to, representation in seniority integration proceedings. In the event the majority of the National Officers determine that such a need exists, the dissolution commencement date will be deferred until, in the judgment of a majority of the National Officers, the need for collective legal representation no longer exists. If, in the judgment of a majority of the National Officers, available funds exceed the expected costs of collective legal representation, the excess monies may be distributed in accordance with paragraph A of this section. The President shall break any tie votes among the National Officers.

- D. Notwithstanding any other provision in the Constitution and Bylaws, the full operating authority of USAPA shall reside with the National Officers as of the dissolution commencement date indicated in Paragraph A of this section. The President or the Acting President shall appoint an individual who was an active member as of the commencement date to fill any vacancies arising among the National Officers after the commencement date.

SECTION 4. GOVERNMENT

- A. This Constitution and Bylaws shall be the supreme law of USAPA.
- B. The governmental powers of the Association shall be vested in the Board of Pilot Representatives and the National Officers in accordance with the provisions set forth herein. Ultimate control of USAPA is vested in the membership.
- C. The Board of Pilot Representatives shall approve a Union Operating Manual for USAPA. All officers, committee members, agents and employees are obligated to be aware of, understand and comply with such policies contained therein.

SECTION 5. PARLIAMENTARY LAW AND RULES OF ORDER

All questions on parliamentary law and rules of order that are not provided for in this Constitution and Bylaws shall be decided according to the principles set forth in the most current edition of *Robert's Rules of Order Newly Revised*.

SECTION 6. FISCAL YEAR

The fiscal year of the Association shall be from April 1 to March 31.

SECTION 7. LOGO

The official logo of the U. S. Airline Pilots Association shall be:



SECTION 8. OBJECTIVES OF USAPA

- A. To operate a non-profit, employee-representing association.
- B. To protect the individual and collective rights of the members of USAPA and promote their professional interests.
- C. To establish and exercise the right of collective bargaining for the purpose of negotiating and maintaining employment agreements covering income, benefits and work-rule conditions for the members of USAPA and to promptly settle disputes and grievances which may arise between such members and their employer.
- D. To maintain uniform principles of seniority based on date of hire and the perpetuation thereof, with reasonable conditions and restrictions to preserve each pilot's un-merged career expectations.
- E. To promote the safety of scheduled air transportation.
- F. To disseminate information in any responsible manner to enhance the professional status of the membership and to ensure a fully informed membership.
- G. To levy dues and assessments upon the membership with which to provide the funds necessary to conduct the business and objectives of the Association.
- H. To lease or purchase capital assets and/or real estate for the efficient conduct and execution of the Association's business.
- I. To purchase, lease or otherwise acquire personal property of every kind that may be necessary for the efficient conduct of the Association's business and achieving the objectives of USAPA.
- J. To do any and all other acts consistent with and in furtherance of the objectives and purposes set forth in this Constitution and Bylaws, including the establishment of such legal entities as necessary to carry out the legitimate objectives and purposes of the Association.

ARTICLE II: MEMBERSHIP

SECTION 1. QUALIFICATIONS

Any person of lawful age and of good moral character who is qualified as a pilot with U.S. Airways, Inc., and who has not resigned or retired from such status with the airline, and whose position is not defined as a "management" pilot (in paragraph 2. C below), shall be eligible for membership in USAPA as hereinafter provided.

SECTION 2. CLASSES OF MEMBERSHIP

- A. Apprentice membership may be granted to a probationary pilot upon application and approval by his Domicile Representative(s). Apprentice membership shall terminate upon completion of such member's probationary period. An Apprentice member shall not be required to assume any financial obligation until becoming eligible for active membership. Apprentice members shall not be eligible to vote, accept nomination for, run for and/or occupy any elective/appointive office or committee assignment.
- B. Active membership may be granted to pilots who have completed the probationary period and meet the qualifications set forth in Article II, Section 1, upon application and approval.
- C. Specific positions are deemed non-covered and ineligible for membership with USAPA as specified in the operating manual. Any pilot permanently separating from any job function described in this paragraph may become eligible for active membership upon written application to USAPA.
- D. Inactive Membership may be granted to pilots who have completed the probationary period and meet the qualifications set forth in Article II, Section 1, upon application and approval. Inactive members shall not be eligible to vote, accept nomination for, run for, and/or occupy any elective or appointive office, including committee assignment.
- E. Pilots in the following employment statuses shall be eligible for inactive membership:
 - 1. Furlough, or
 - 2. Medical or Personal Leave of Absence, or
 - 3. Military Leave of Absence.
- F. An active member in good standing shall be transferred to inactive membership status upon:
 - 1. Being furloughed; or
 - 2. Immediately upon beginning family medical, maternity, medical, military or personal leave of absence from the employer for a term of ninety (90) days or longer and/or after the expiration of paid sick leave; or

3. Becoming disabled and no longer qualified to remain an active member under this Article.
- G. Honorary membership may be conferred upon any individual by action of the Board of Pilot Representatives. Members in good standing as of the date of their retirement from the airline shall automatically be granted honorary membership. Honorary (retired) members shall not have the right to vote or serve in elective office.

SECTION 3. APPLICATION AND APPROVAL FOR MEMBERSHIP

- A. All applications for membership shall be on a standard form provided by the Secretary-Treasurer and shall be submitted to the pilot's Domicile or USAPA Officers or duly designated representatives appointed for such purpose.
- B. Each application for membership shall be voted upon at any duly convened Domicile meeting by the members of the Domicile having jurisdiction over the application. An applicant for membership must receive an approval of the majority of those present at the meeting in order to be admitted into membership. When an inactive member, or any pilot specified in paragraph 2. C. (above,) applies for membership in accordance with paragraph 3. A. (above) returns to active line flying his account will be reactivated by the Secretary-Treasurer and all dues and assessments will be charged from the day of his return to line flying.
- C. In the event that it is impractical to convene a Duly Convened Domicile meeting to approve new applicants for membership within 30 days, as in Section 3 (B) above, the Board of Pilot Representatives may take action to accept applicants into membership at a Board of Pilot Representative meeting by a majority vote of the Board.

SECTION 4. MEMBERSHIP STATUS

- A. In order to remain in good standing, a pilot must comply with Article II Section 6. E. and maintain current dues and assessments based on qualifying income, in addition to paying delinquencies, interest and penalties, if any. Only members in good standing shall have the right to attend meetings and vote on matters brought before the membership.
- B. Should a member become delinquent in the payment of dues and/or assessments for more than sixty (60) days such member shall be automatically placed in bad standing and lose all privileges of membership including the right to vote and hold office. A member can only be reinstated to good standing upon enrollment in dues check-off, the payment of all back dues and assessments based on qualifying income, reinstatement fees, interest and penalties owing or satisfactory deposit and signed promissory note-

payable as determined by the Secretary-Treasurer. Such return to good standing requires a thirty (30) day waiting period upon satisfactory completion of the terms of this paragraph as determined by the Secretary-Treasurer.

- C. The Secretary-Treasurer shall keep an account for all pilots according to their membership status, i.e. members in good standing, bad standing, non-members, inactive members, etc.
- D. Any pilot desiring to terminate his or her membership with the Association must provide notification of such intent in writing by certified mail, return receipt requested, to the Secretary-Treasurer of the Association.

SECTION 5. DUES

- A. A member pilot becomes obligated for assessments and dues on the date of qualifying as an active member. Members shall pay dues based on qualifying income at the rate established by the Board of Pilot Representatives and lawfully approved by a majority of the votes cast by members voting in a referendum. Dues are payable on all qualifying income at the rate in effect at the time the income is earned except for incidental/meals reimbursement.
- B. It shall be the duty of the Board of Pilot Representatives to conduct an annual review of the dues structure of the Association to determine if the dues structure should be revised.
- C. Dues and assessments not paid on the established due date shall be subject to a penalty as established by the Board of Pilot Representatives. Any member who does not pay dues, assessments, and penalties shall be in bad standing as described in Section 4. B.
- D. There shall be no initiation fee. There shall be a one hundred dollar (\$100.00) reinstatement fee for a pilot who has been placed in bad standing as a result of non-payment of dues and/or assessments and who subsequently seeks to be restored to member in good standing status.
- E. For expenses related to negotiating a new Collective Bargaining Agreement, the BPR is authorized to increase dues by ½% of qualifying income under the following circumstances:
 - 1) No earlier than six (6) months prior to the amendable date of the current CBA, and
 - 2) Such funding to be used exclusively for expenses related to obtaining a new CBA, and
 - 3) Must be accounted for separately, and
 - 4) Such dues shall end not later than sixty (60) days following CBA ratification, and
 - 5) Any funds remaining after all related expenses have been paid shall be refunded to the membership not later than one hundred eighty (180) days after CBA

ratification in accordance with a formula approved by the BPR.

- F. For expenses related to a proposed merger or acquisition, the BPR is authorized to increase dues by $\frac{1}{2}\%$ of qualifying income under the following circumstances:
- 1) Within ninety (90) days following the announcement of the above, and
 - 2) Such funding to be used exclusively for expenses related to obtaining a merged seniority list, and
 - 3) Must be accounted for separately, and
 - 4) Such dues shall end not later than sixty (60) days following CBA implementation of a combined seniority list, and
 - 5) Any funds remaining after all merger related expenses have been paid shall be refunded to the membership not later than one hundred eighty (180) days after CBA ratification in accordance with a formula approved by the BPR.
- G. In the event the company, parent company, successor(s) and/or assign(s) enter(s) into bankruptcy the BPR is authorized to increase dues by $\frac{1}{2}\%$ of qualifying income under the following circumstances:
- 1) The assessment referenced in paragraph E (above) has not been implemented, and
 - 2) The $\frac{1}{2}\%$ assessment ceases within sixty (60) days after emerging from bankruptcy.
 - 3) Any funds remaining after all related expenses have been paid shall be refunded, to the membership not later than one-hundred-eighty (180) days after emerging from bankruptcy in accordance with a formula approved by the BPR.
- H. Other assessments may be levied on all active members under the sole authority of the BPR to provide for extraordinary expenses, contingencies, and reserves, provided such are approved by a two-thirds ($\frac{2}{3}$) majority vote of the BPR and subsequently ratified by a majority of the votes cast by members voting on the question.
- I. The sum total of all dues and assessments payable by a member to the union shall never exceed 2.95% of earned income.

SECTION 6. MEMBER RIGHTS AND OBLIGATIONS

- A. Subject to all provisions set forth herein, a member in good standing shall be entitled to participate actively in all USAPA activities and is entitled to all of the rights, privileges, and benefits of membership in USAPA, including, but not limited to:
1. The right to attend Association meetings and speak on any issue properly brought before such meeting;
 2. The right to vote in elections and on any matter brought before the membership, including all basic collective bargaining agreements and interim amendments thereto, dues and assessments in accordance with Section 5

(above), mergers or affiliations with another union, and amendments to this Constitution;

3. The right to hold office and participate in all Association activities and programs; and
 4. The right to initiate amendments to this Constitution and to initiate the recall of officers.
- B. Apprentice and inactive members in good standing shall enjoy all the benefits of active membership except the privileges of voting, holding elected office, holding committee positions, and participating in Association sponsored programs where specific requirements prohibit such participation.
- C. A member in bad standing shall not have the right to vote, to hold elective or appointive office, including committee assignments, or the right to attend Association meetings, or participate in or receive any of the privileges or benefits of active membership.
- D. Voting on matters presented at a domicile meeting shall be limited to active members in good standing currently occupying a bid status at that domicile.
- E. Members of the Association shall accept and agree to abide by the Constitution and Bylaws of USAPA as they are in force or as they may be amended, changed, or modified.
- F. US Airways pilots are solemnly charged with the responsibility to, at all times and in all decisions, consider the consequences of their actions upon the lives and careers of their fellow union pilots and our profession. Pilots failing to adhere to this paragraph are subject to a fine, suspension and/or being placed in bad standing as USAPA members, on an individual basis, to be determined by the Board of Pilot Representatives.

ARTICLE III: NATIONAL OFFICERS

SECTION 1. OFFICERS DEFINED

The National Officers shall be the President, Vice President, Secretary-Treasurer and Executive Vice President.

SECTION 2. ELIGIBILITY

Only active members in good standing shall be eligible for nomination and election to National office. A National Officer who retires during a term of office shall vacate that office automatically upon retirement. Any National Officer who is ordered to active duty service in the United States military in excess of ninety (90) consecutive days, or more than one hundred and twenty (120) days in any twelve (12) month period, will be required to resign his/her office and the vacancy filled in accordance with Article III, Section 7.

SECTION 3. SALARY

The salary of the Officers shall be no more than the equivalent of the pay they would receive for the position that they could actually hold as an active line pilot, based upon their current seniority plus a stipend for miscellaneous expenses as determined by the Board of Pilot Representatives.

SECTION 4. NOMINATIONS FOR NATIONAL OFFICE

- A. Candidates for National Office shall be active members in good standing for the 60 days immediately prior to the commencement of nominations. Each nominee for elected position within the association must acknowledge acceptance of the nomination in writing to the Secretary-Treasurer.
- B. No more than six (6) months, and no less than ninety (60) days prior to the date of the National Officer election, the Secretary-Treasurer shall establish a schedule for the upcoming election. The schedule and a notice of election shall be contained in an Association publication or mailed directly to each member.
- C. Any active member in good standing for the 60 days immediately prior to nominations may nominate himself, herself, or any other active member in good standing for National Office. No member whose dues have been withheld by his employer pursuant to a voluntary authorization shall be declared ineligible to nominate or vote for a candidate for National Office because of a delay or default in the payment of dues by

the employer.

- D. All National Officer elections shall be conducted by an independent third party and overseen by appropriate USAPA committee delegates.
- E. Within 48 hours after the close of nominations, all eligible nominees will be notified of their nomination. Nominees shall execute a statement, in a form provided by the Secretary-Treasurer indicating that s/he will serve if elected; and the Conflict of Interest Disclosure Form set forth in Appendix B to the Constitution and Bylaws. The executed willingness to serve form and Disclosure Form shall be sent to the Secretary-Treasurer.
- F. A nominated member may also request to withdraw from nomination at any time prior to the distribution of the election notice by notifying the Secretary-Treasurer in written form, which shall include the nominees' printed name, original signature and current telephone number for withdrawal verification purposes. The Secretary-Treasurer shall honor such a request unless the ballot change is not feasible due to time constraints.

SECTION 5. NATIONAL OFFICE ELECTION PROCEDURES

- A. Subject to the supervision of the Secretary-Treasurer, the independent disinterested third party designated pursuant to Article III, Section 4. D. shall also be responsible for the distribution, collection, and counting of the election ballots. The official ballot shall be distributed to all members no less than twenty-one (21) days prior to the date of the vote count. Election ballots shall contain candidate names of only those members in good standing who have complied with Section 4 (above.)
- B. Each active member in good standing may vote for one (1) candidate for each office from the list of nominees provided on the ballot by the Secretary-Treasurer and verified by the Election Certification Committee. The most current list of members in good standing, verified by the Election Certification Committee, shall be used to determine the eligibility of a member to vote in the election.
- C. Each ballot and each vote on the ballot cast by an active member in good standing shall be counted provided that the independent third party is able to determine the intention of the voter with sufficient accuracy. Blank ballots and write-in votes shall not be counted. An independent third party shall resolve decisions on whether or how to count a particular ballot or ballots conclusively.
- D. Each candidate shall be permitted to have an observer at each phase of the election process, subject to the independent third parties policies. The candidate and any active member in good standing designated by the candidate shall be eligible to act as an observer.
- E. The candidate who receives the majority of votes cast for each office shall be deemed elected to that office. The determination of a majority shall be made with respect to

each office following the vote count.

- F. In the event that no candidate receives a 50% +1 vote majority of votes cast for a particular office, the Secretary-Treasurer shall cause a runoff election to be concluded within sixty (60) days of the prior vote count. The ballot in the runoff election shall be limited to the two (2) candidates who received the greatest number of votes. In the event of a tie in a runoff election, the drawing of lots shall eliminate one (1) candidate.

SECTION 6. ELECTION APPEALS

The Appeal Board established under Article VI of this Constitution and Bylaws shall serve as the Association's internal election appeal body. The Appeal Board shall consider all protests submitted in writing concerning USAPA elections received via certified mail, return receipt requested, from any member in good standing provided the protest is received at the Association's headquarters within ten (10) business days after the completion of the election or the run-off election. Receipt at the Associations' headquarters constitutes receipt by the Appeal Board. Protests may be filed after the conclusion of the primary or runoff election. The Appeal Board shall issue its written decision as soon as practicable within sixty (60) days from receipt of a written election protest. The Appeal Board decision shall be made available to members of USAPA.

SECTION 7. TERMS OF NATIONAL OFFICE AND VACANCIES

- A. The term of office for National Officers and members of the Appeal Board shall be three (3) years and shall commence on the first day of July, and continue for three (3) years or until s/he is re-elected or a successor has been elected and assumes office in accordance with this Constitution and Bylaws. If the results of a runoff election are announced after the first day of July in an election year, the person elected shall assume office immediately. In any case, those holding the above office(s) shall be limited to a maximum of two (2) consecutive elected terms.
- B. In the event of a vacancy in the office of the President, the Vice President shall assume the office and the duties of the President if the unexpired term is twelve (12) months or less. If the unexpired term is more than twelve (12) months, an election shall be held to fill the vacancy. The Vice President, in the interim, shall assume the duties of President until the successor has been elected and assumes office in accordance with this Constitution and Bylaws.
- C. In the event of a vacancy in the offices of Vice President, Secretary-Treasurer or Executive Vice President, in which the unexpired term is more than twelve (12) months, an election shall be held to fill the vacancy. If the unexpired term is twelve (12) months or less, the office shall be appointed by the Board of Pilot Representatives.

SECTION 8. DUTIES OF NATIONAL OFFICERS

A. President

The President is the chief executive officer of the Association, charged with establishing, in concert with the Membership and the Board of Pilot Representatives, the goals and objectives of the Association and with taking the actions necessary to attain those goals and objectives, and carry out any other duties USAPA may request.

1. S/he shall be the authorized representative of the association; supervise all committees, activities and chairs; serve the Board of Pilot Representatives to enforce the USAPA Constitution and By-Laws; and supervise the activities of the association.
2. The President shall notify the officers of all regular and special meetings of the Board of Pilot Representatives and serve as the presiding officer at such meetings.
3. He shall, subject to approval of the Board of Pilot Representatives, appoint and remove committee members; employ, discharge, and fix the compensation of all servants, agents, and employees of USAPA other than duly elected officers; and cause to affix his signature to USAPA membership cards.
4. He shall sign all notes, checks, drafts or bills of exchange, warrants or other orders for the payment of money duly drawn by the Secretary-Treasurer as provided for in Article VII, Section 2; enforce the Constitution and Bylaws; sign any agreement entered into between the Association and any other organization as hereinafter provided; and render an Annual Report to the membership.

B. Vice President

The Vice President shall perform the duties of the President in the absence of that officer and, in case of the removal, resignation, or death of the President for the unexpired term. He shall also preside when called upon by the President and at times when the President may be temporarily unable to discharge his duties. He shall assist the President in the discharge of all duties, and carry out any other duties USAPA may request.

C. Secretary-Treasurer

The Secretary-Treasurer shall take charge of all books and effects of the Association. The financial books and records of USAPA shall be accessible to any member or group of members in good standing in accordance with Federal law.

1. S/he shall keep a record of all proceedings at all regular and special meetings of the Board of Pilot Representatives.
2. He shall cause to be prepared and kept all Association membership records so as to show, at all times, the number of members under each classification, their names alphabetically arranged, their respective addresses, and the date on which each person became a member of the Association and/or changed his membership

status. Upon request, a member may inspect his or her membership record or account at any time during normal business hours.

3. S/he shall be responsible for all funds of the Association, receiving all dues, fees, and special assessments levied by the Association; keep an accurate record of all expenditures and receipts of the Association; keep an individual record of all dues and assessments of each member.
4. S/he shall present USAPA books at the end of each fiscal year for audit by a certified auditor and prepare and submit under signature all reports required by law. He shall assist the President in preparing an Annual Report to the members of the Association. S/he, or a successor, will present this audit, together with a current accounting of USAPA funds, at the next following Board of Pilot Representatives meeting.

D. Executive Vice President (EVP)

The Executive Vice President shall be responsible to execute policy of the Board of Pilot Representatives acting under the jurisdiction of the President.

1. S/he shall act as custodian of USAPA documents, contracts, leases, deeds and general records; cause to retain all Association membership records; cause to retain a record of all meetings of the National Officers; cause to retain minutes of all domicile meetings; cause to be kept current records of all Officers, Domicile Representatives, Committees, Chairpersons and special appointees; and cause to retain all records of proceedings at all meetings of the Board of Pilot Representatives including resolutions in final form and results of each.
2. S/he shall employ, supervise, discharge and fix, at the discretion of the Board of Pilot Representatives, such compensation of staff employees and/or contractors of the Association (other than duly elected officers.)
3. S/he shall negotiate agreements entered into between the Association and any other organization as hereinafter provided.
4. S/he may act as the USAPA ambassador to affiliate organizations and carry out such other duties as the Board of Pilot Representatives may request.

SECTION 9. RECALL OF OFFICERS

The President, Vice President, Secretary-Treasurer and/or Executive Vice President may be recalled and removed from office by action of the membership as follows:

1. A two-thirds (2/3) majority vote of the Board of Pilot Board of Representatives Pilot Representatives (on the basis of one (1) vote per Representative), may cause a ballot to be sent to the membership on recalling a National Officer. If a majority of the votes cast by eligible members voting in a recall ballot vote for recall, that National Officer shall be recalled and removed from office.
2. Twenty-five percent (25%) of the active membership in good standing (not including apprentice or inactive members) may petition the Secretary-Treasurer

and cause a recall ballot be taken on any National Officer. The petition shall include the name of the office holder, the office held, the signature and printed name of each person signing the petition and the date of signature. All such petitions must bear a signature date no earlier than one hundred and twenty (120) days prior to submission to the Secretary-Treasurer. If a majority of the votes cast by eligible members voting on a recall ballot vote for recall, that National Officer shall be recalled and removed from office.

ARTICLE IV: DOMICILES AND ELECTIONS

SECTION 1. DOMICILE OFFICERS DEFINED

Domiciles are administrative arms of the Association and are not separate labor organizations. The Domicile Officers (representatives,) as described in Article V, Section 1. A., comprise the Board of Pilot Representatives and are, therefore, considered officers of the Association.

SECTION 2. ELIGIBILITY

In accordance with ARTICLE II, Section 6.C, only active members in good standing shall be eligible for nomination, election to, and/or serving in any domicile representational capacity. A Domicile Officer who retires during a term of office shall vacate that office automatically upon retirement. A Domicile Officer may hold office only at his/her domicile. No member shall be eligible to accept any nomination for, or be elected to serve as domicile representative for longer than two consecutive terms in all domiciles in aggregate.

SECTION 3. DOMICILE NOMINATIONS

- A. Candidates for Domicile Office shall be active members in good standing for the 60 days immediately prior to the commencement of nominations. Each nominee for elected position within the association must acknowledge acceptance of the nomination in writing to the Secretary-Treasurer.
- B. No more than six (6) months, and no less than ninety (60) days prior to those dates established in Article IV, Section 6. B. the Secretary-Treasurer shall establish a schedule for the upcoming election. The schedule and a notice of election shall be contained in an Association publication or mailed directly to each member.
- C. Required notices, ballots and procedures for nominations and elections at domiciles shall provide for the nomination and election of Domicile Officers in accordance with staffing requirements stated in Article V, Section 1. A.
- D. All Domicile Officer (Representative) elections shall be conducted by an independent third party and overseen by appropriate USAPA committee delegates.
- E. Any active member in good standing for the 60 days immediately prior to nominations may nominate himself, herself, or any other active member in good standing for Domicile Office. No member whose dues have been withheld by his employer pursuant to a voluntary authorization shall be declared ineligible to nominate or vote for a candidate for Domicile Office because of a delay or default in the payment of dues by

the employer.

- F. Within 48 hours after the close of nominations, all eligible nominees will be notified of their nomination. Nominees shall execute a statement, in a form provided by the Secretary-Treasurer, indicating that s/he will serve if elected; and the Conflict of Interest Disclosure Form set forth in Appendix B to the Constitution and Bylaws. The executed willingness to serve form and Disclosure Form shall be sent to the Secretary-Treasurer.
- G. A nominated member may also request to withdraw from nomination at any time prior to the distribution of the election notice by notifying the Secretary-Treasurer in written form, which shall include the nominees' printed name, original signature and current telephone number for withdrawal verification purposes. The Secretary-Treasurer shall honor such a request unless the ballot change is not feasible due to time constraints.

SECTION 4. DOMICILE OFFICE ELECTION PROCEDURES

- A. Subject to the supervision of the Secretary-Treasurer, the independent disinterested third party designated pursuant to Article IV, Section 4. D. shall also be responsible for the distribution, collection, and counting of the election ballots. The official ballot shall be distributed to all members no less than twenty-one (21) days prior to the date of the vote count. Election ballots shall contain candidate names of only those members in good standing who have complied with Section 4 (above.)
- B. Each member in good standing may vote for one (1) candidate for each office from the list of nominees provided on the ballot by the Secretary-Treasurer and verified by the Election Certification Committee. The most current membership list shall be used to determine the eligibility of members in good standing to vote in any election.
- C. Each ballot and each vote on the ballot cast by an active member in good standing shall be counted provided that the independent third party is able to determine the intention of the voter with sufficient accuracy. Blank ballots and write-in votes shall not be counted. An independent third party shall resolve decisions on whether or how to count a particular ballot or ballots conclusively.
- D. Each candidate shall be permitted to have an observer at each phase of the election process, subject to the independent third parties policies. The candidate and any active member in good standing designated by the candidate shall be eligible to act as an observer.
- E. The candidate who receives the majority of the votes cast for each office shall be deemed elected to that office. The determination of a majority shall be made with respect to each office following the vote count.
- F. In the event that no candidate receives a majority of votes cast for a particular office, the Secretary-Treasurer shall cause a run-off election to be concluded within sixty (60) days of the prior vote count. The ballot in the run-off election shall be limited to the

two (2) candidates who received the greatest number of votes. In the event of a tie in a runoff election, the drawing of lots shall eliminate one (1) candidate.

- G. In the event of a tie for a particular office, the Secretary-Treasurer shall cause a run-off election to be concluded within sixty (60) days of the prior vote count. The ballot in the run-off election shall be limited to the candidates who tied for a particular office. In the event of a tie in a runoff election, the drawing of lots shall eliminate one (1) candidate.

SECTION 5. SCHEDULE OF ELECTIONS, TERMS OF OFFICE AND VACANCIES

- A. The term of office of Domicile Officers shall be for a period of twenty-four (24) months. Domiciles shall be divided into four (4) categories: Category A, Category B, Category C and Category D.
- B. Terms of office will begin according to the following dates and shall continue until the last day of the twenty-fourth month period thereafter:
 - 1. Category A: The first day of April in odd-numbered years.
 - 2. Category B: The first day of October in odd-numbered years.
 - 3. Category C: The first day of April in even -numbered years.
 - 4. Category D: The first day of October in even-numbered years.
- C. In order to ensure the Board of Pilot Representatives always remains fully constituted, a Duly Designated Representative (DDR) will be appointed to temporarily fill a vacant seat on the Board of Pilot Representatives until such time as the appropriate election process is concluded. If the vacancy is created as a result of a resigning or retiring Domicile Officer, the resigning or retiring Domicile Officer will appoint the Duly Designated Representative prior to resigning or retiring. If the vacancy is created by other means, or if the resigning or retiring Domicile Officer fails to appoint a Duly Designated Representative, the remaining Domicile Officer will appoint the Duly Designated Representative. If there is no other Domicile Officer to make the appointment, the President will appoint a pilot from the domicile to be the Duly Designated Representative.
- D. In the event of a vacancy in the office of Domicile Chairman or Vice Chairman, if the unexpired term is more than six (6) months, an election shall be held to fill the vacancy utilizing the procedures specified in Section 3 of this Article IV. If the unexpired term is six (6) months or less, an election shall be held at a domicile meeting provided that a notice is mailed to each domicile member at least twenty-one (21) days prior to the election informing the members of the date, time, and place of the election and a listing of the office or offices to be filled.
- E. When a domicile loses eligibility for a Vice Chairman because the number of active members in good standing at the domicile falls below the number required by Article V, Section 1.A of the Constitution and Bylaws, the following will apply:

Effective with the date that the status falls below that required for a Vice Chairman, or two (2) Vice Chairmen as applicable, the Secretary-Treasurer shall notify the Chairman and Vice Chairman/Vice Chairmen of the affected domicile that the domicile has become ineligible for a Vice Chairman/two (2) Vice Chairmen, until such time as the active members in good standing increases to the required number. In the case of a domicile with two (2) Vice Chairmen pursuant to Article V, Section 1.A, the Vice Chairman who was elected by the lesser number of votes shall be removed. If the active membership increases to the required number, the Vice Chairman will be reinstated for the remainder of the elected term. If the elected term is expired, there will be an election according to Article IV, Section 3.

SECTION 6. ELECTION APPEALS

Protests concerning the election of Domicile Officers shall be handled in accordance with the manner prescribed in Article III, Section 6 of this Constitution and Bylaws.

SECTION 7. RECALL OF DOMICILE OFFICERS

Twenty-five percent (25%) of the active membership in good standing at the Domicile (not including apprentice or inactive members) may petition the Secretary-Treasurer and cause a recall ballot be taken on any Domicile Officer. The petition shall include the name of the office holder, the office held, the signature and printed name of each person signing the petition and the date of signature. All such petitions must bear a signature date no earlier than one hundred and twenty (120) days prior to submission to the Secretary-Treasurer. If a majority of the votes cast (50% plus one) by members voting on a recall ballot (not including apprentice or inactive members) vote for recall, that Domicile Officer shall be recalled and removed from office.

ARTICLE V: DOMICILE REPRESENTATION & GOVERNANCE

SECTION 1. REPRESENTATION

- A. The Board of Pilot Representatives shall consist of the Chairman and Vice Chairman from each domicile except that domiciles having one hundred (100) or less members shall have one (1) representative (Chairman), domiciles having one-hundred one (101) up to, and including nine-hundred ninety-nine (999) shall have two (2) representatives (Chairman and Vice Chairman) and domiciles having one thousand (1000) members or more shall have three (3) representatives (Chairman, and two (2) Vice Chairmen).
- B. Domiciles not meeting the criteria of Article V, Section 1. A., above, shall be represented by the geographically closest USAPA domicile. Members of a base represented by geographically closest USAPA domicile have the right to run for elective office in the base that represents them.

SECTION 2. DUTIES OF DOMICILE OFFICERS

- A. *Chairman.* It shall be the duty of the Domicile Chairman, or in his absence the Vice-Chairman, described in paragraph B (below), to call and preside at all meetings of the domicile, to preserve order during its deliberations; to appoint all committees not otherwise ordered by the domicile; to authorize expenditure of the domicile's governing funds; to enforce the Constitution and Bylaws; to supervise the activities of the domicile; to supply the Board of Pilot Representatives with any information it may desire and to carry out all directives from the Board of Pilot Representatives.
- B. *Vice Chairman/Vice Chairmen.* The Vice Chairman shall perform the duties of the Chairman in the absence of that officer and in case of the removal, resignation, or death of that officer until an election is held in accordance with Article IV, Section 3. For domiciles having two (2) Vice Chairmen pursuant to Article V, Section 1.A, the Vice Chairman who was elected by the greater number of votes shall be first in order of succession for purposes of performing the duties of the Chairman. S/he shall also preside when called upon by the Chairman and at times when the Chairman may be temporarily unable to discharge his duties. The Vice Chairman shall assist the Chairman at all times in the discharge of all duties.

SECTION 3. MEETINGS

The Board of Pilot Representatives shall convene for the transaction of business at least twice a year on a date and at a location determined by the President. Special meetings of the Board of Pilot Representatives may be called by the President or shall be called upon the written request

of one-third (1/3) of the Board of Pilot Representatives. There shall be no restrictions on business conducted at any meeting of the Board of Pilot Representatives, provided, however, that no business shall be acted upon without:

- A. In the event of a Special Meeting, three (3) days notice of the agenda, in writing, to all members of the Board prior to such meeting; or
- B. Approval of (2/3) of the Board of Pilot Representatives for inclusion of late agenda items.
- C. Electronic meetings are permissible under rules determined by the BPR.

SECTION 4. QUORUM

The quorum of the Board of Pilot Representatives at all meetings, whether special or regular, shall be a majority of the Domicile Chairmen and Vice Chairmen or their Duly Designated Representatives (DDR), not proxy, from such domicile possessing authorization from the absent Chairman or Vice Chairman.

SECTION 5. VOTING

- A. All issues shall be decided by a majority vote of the Board of Pilot Representatives except as may otherwise be provided for in this Constitution and Bylaws.
 - 1. Tentative collective bargaining agreements, interim agreements and/or amendments to the basic collective bargaining agreement and agreements of affiliation or merger with other labor organizations shall be submitted to the Board of Pilot Representatives for review.
 - 2. After reviewing any tentative agreement, the Board of Pilot Representatives shall vote to either approve or reject a membership ratification ballot for such agreement. Only those ratification ballots approved by the Board of Pilot Representatives by a majority vote shall be forwarded to the affected membership for a ratification vote. Each approved ratification ballot must be accompanied by a BPR voting recommendation to "Approve" or "Disapprove" when distributed to all members in good standing.
 - 3. In order to bind the Association, all Collective Bargaining Agreements, side letters, and all agreements to affiliate or to merge with another labor organization must be ratified by a simple majority of votes cast provided that a majority of the total eligible membership casts ballots in the referendum on such agreement(s).
 - 4. Applicable voting issues submitted to the general membership shall be conducted by an independent third party.
- B. Division of the house shall be permitted only for votes taken to approve or reject any tentative agreements affecting income, work rule change(s), and/or benefit(s); setting parameters for collective bargaining; agreements on affiliation or merger with another labor organization; agreements arising from a merger of, or successor transactions involving the employer, or its parent (including seniority integration agreements); and

amendments to the Constitution and Bylaws. On a Division of the house vote, each member of the Board shall be entitled to vote equal percentages of the active members in good standing at his domicile provided that:

1. For domiciles having one-hundred (100) or less members, the representative shall be entitled to one (1) vote for each active member in good standing at his domicile, and
2. For domiciles having one-hundred one (101) or more members, each representative shall be entitled to vote equal percentages of active members in good standing at the domicile.
3. Fractional votes will be counted in pro-rata "Division of the House" voting (above.)
4. All other issues will be determined by a senatorial (each person allowed one) vote of the BPR. The result of such vote shall determine the final disposition of the matter.

C. At a meeting of the Board of Pilot Representatives, in the absence of a Domicile Chairman or Vice Chairman, a duly designated (not proxy) representative (DDR) from such domicile possessing authorization from the absent Chairman or Vice Chairman shall have and exercise all rights and privileges as a member of the Board of Pilot Representatives at such meeting. An exception to this paragraph can occur when a newly elected Officer who has not yet taken Office is serving as DDR while the incumbent Officer remains in attendance.

D. Proxy voting will be allowed at all duly-convened Board meetings within USAPA provided that:

1. Proxies are in writing to the proxy-holder with a copy sent to the Secretary-Treasurer.
2. Proxies may not be given when the duly elected officer or duly designated representative is personally present or s/he appears.
3. Proxies may not be used in any vote by secret ballot.

ARTICLE VI: HEARING AND DISCIPLINARY PROCEDURES

SECTION 1. REGULATORY COMPLIANCE TO DISCIPLINARY ACTIONS

All procedures within this Article will be conducted in compliance with the applicable requirements of the Labor-Management Reporting and Disclosure Act of 1959. A member may be subject to disciplinary action, including but not limited to fines, placing the member in bad standing, suspension, and/or expulsion for any of the following acts:

1. Willfully acting as a strikebreaker during any duly authorized pilot strike, as determined by the striking authority.
2. Willful violation of this Constitution and Bylaws.
3. Misappropriating money or property of the Association.
4. Initiating and/or prosecuting charges under this article in bad faith (for example, malicious or frivolous charges) against another USAPA member.
5. Any act contrary to the best interests of USAPA as an institution or its membership as a whole.

SECTION 2. CHARGES

All charges shall be preferred in writing by submitting the charges to the Secretary-Treasurer by certified mail, return receipt requested. The charges shall be specific as to the alleged acts that constitute the basis for the charges with citations to the particular provision of the Constitution and Bylaws that have been violated. The accused member shall be supplied with a copy of the charges, by certified mail, return receipt requested, at his or her last known address. The Secretary-Treasurer is charged with distribution of the charges to the Domicile Officers and the Appeal Board.

1. A charge or charges may be brought by a Domicile Officer, a National Officer, or by resolution from a Domicile or the Board of Pilot Representatives against any member of USAPA, or by any member against an officer or committee member of USAPA.
2. The Officers of USAPA may not be charged under Section A.2 or A.5 of this Article for any acts or omissions committed in connection with the performance of their Association duties, but shall be subject to the recall provisions of Article III, Section 9 for such alleged offenses.
3. All charges must be filed within one (1) year after the alleged offense.
4. The accused member shall have thirty (30) days from the date the Secretary-Treasurer forwards the charges to the accused member in which to submit a written response to the charges.
5. All mailed notices and written submissions, including decisions and appeals shall be sent by certified mail, return receipt requested, to the Secretary-Treasurer, who is charged with expeditious distribution of the submissions to the relevant parties and to the Appeal Board in the event they have not been served with the documents

pursuant to the provisions of this article. In the event that a party refuses to accept a certified mailing, he or she shall be deemed on notice of the contents of the document.

SECTION 3. DOMICILE HEARING

- A. Unless otherwise provided for in this Article VI, charges shall be considered by the accused member's Domicile Officers in the first instance. The Domicile Officers shall first determine whether the charges as submitted set forth a claim recognizable under this Article VI. The Domicile Officers may decide the charges on the basis of the evidence and arguments submitted by both the accused and the accuser without a hearing if the matter involves nonpayment of dues; otherwise the domicile officers will convene a hearing to resolve material facts that are in dispute. No hearing shall be convened unless the accused and the accuser have been given written notice at least twenty-one (21) days before the hearing.
- B. In the event of a hearing, both the accused member and the accuser shall have the right to be represented by a member in good standing. If the accuser or the accused fails to appear at a scheduled hearing, he or she shall be deemed to have waived his or her right to an appeal from the decision of the Domicile Officers, unless the Appeal Board finds that good cause is shown for the failure to appear at the hearing.
- C. A decision on the charges will be published within thirty (30) days after the Domicile Officers have notified the parties that the charges will be considered without a hearing or, in the event of a hearing, thirty (30) days after the close of the hearing. The decision shall be in writing and sent by certified mail, return receipt requested, to the Secretary-Treasurer.

SECTION 4. APPEAL BOARD

- A. An Appeal Board shall be established to hear or review cases referred to it in accordance with this Constitution and Bylaws. This Appeal Board shall comprise three (3) members in good standing, concurrently elected by the membership in accordance with the election procedures set forth for the nomination and election of National Officers set forth in Article III: National Officers shall be filled in accordance with Article III, Section 7.A.
- B. The term of office for such members shall be for three (3) years or until their successors have been selected.
- C. Either the accused or the accuser may appeal the decision of the Domicile Officers to the Appeal Board. An appeal must be made within thirty (30) days after receipt by the accused or the accuser of the decision of the Domicile Officers.

- D. Should the accused, or the accuser, be a National Officer or Domicile Officer, such charges shall be considered by the Appeal Board in the first instance. When accused members from more than one domicile are charged with substantially the same offense, the Appeal Board shall consider such charges in the first instance. Such charges shall be filed in writing with the Secretary-Treasurer.
- E. When the Appeal Board holds a formal hearing, both the accused and accuser shall have the right to be represented by a member in good standing.
- F. The Appeal Board may, (a) dismiss the claim or, (b) find that material facts are not in dispute and decide the case based solely upon the evidence and decisions submitted to it or, (c) hold a hearing to determine disputed facts or to supplement the record as necessary.
- G. Unless otherwise provided, the Appeal Board shall give thirty (30) days notice of all hearings. A court reporter shall record and transcribe the hearing and swear the witnesses.
- H. The Appeal Board shall issue its decision no later than sixty (60) days from the date the appeal is received or, in the case where a National Officer or Domicile Officer is charged, sixty (60) days from the date the Appeal Board assumes jurisdiction. In the event of a hearing, the sixty (60) days shall run from the date the hearing record is closed. The decision shall be in writing and sent by certified mail, return receipt requested, to the parties and to the Secretary-Treasurer.
- I. The fees and expenses of the Appeal Board shall be the responsibility of USAPA, unless the Appeal Board determines that a party to the proceeding has acted in bad faith in the prosecution or the defense of the charges, in which case the Appeal Board shall have the authority to impose some or all of the costs and fees associated with the Article VII proceeding on the offending party.
- J. USAPA is hereby authorized to enforce any fines levied under this Article in state or federal court, as it deems necessary. In the event of a decision awarding a fine, in whole or part, to USAPA, the member (or former member) will be liable for USAPA's reasonable attorney's fees as determined by the court.

ARTICLE VII: EXPENSES AND FINANCIAL OBLIGATIONS

SECTION 1. EXPENSES

Normal and reasonable expenses incurred by any officer, representative, or member while on USAPA business shall be reimbursed by USAPA, provided, however, that authorization from the President or his designated representative is first obtained. Allowable expenses shall include transportation, lodging, verified loss of flight pay, meal expenses (not to include alcoholic beverages), and incidentals, conforming to the expense policy of USAPA as set forth by the Board of Pilot Representatives. Courtesy hotel transportation shall be used when available, unless extraordinary conditions exist or scheduling mandates otherwise. In those cities with contract crew lodging, such lodging shall be utilized if available unless extraordinary conditions mandate otherwise. If such lodging is not available, similar lodging shall be utilized.

Subject to approvals described in this section, expense reimbursements, i.e. hotels, automobiles, meals and incidentals shall not exceed:

1. For business conducted in the contiguous 48 states, Alaska and Hawaii (CONUS rates currently published by the Government Services Agency (GSA); or
2. For business conducted *outside* of CONUS (OCONUS) rates currently published by the U.S. State Department.

SECTION 2. AUTHORIZATION OF MONETARY OBLIGATIONS

All bills payable, notes, checks or other negotiable instruments of the Association shall be made in the name of USAPA and shall be signed by one of the following persons: President, Vice President, Secretary-Treasurer or Executive Vice President. Other than regularly occurring payroll checks, all bills payable, notes, checks or other negotiable instruments of USAPA in excess of \$25,000 shall require two of the designated individual's signatures to lawfully authorize the payment. The Secretary-Treasurer should be the second signatory on all checks over \$25,000. The President shall be provided each month a summary of non-recurring checks issued in amounts greater than \$25,000. The President or Secretary-Treasurer may each, 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 Association, and the President and Secretary-Treasurer may each designate an individual, who shall be bonded in an amount consistent with the amount of funds over which he may have control, to sign checks for and draw upon such administrative accounts. No officer, agent, or employee of USAPA acting singly or jointly with others shall have the power to make any bills payable, notes, checks, drafts, warrants, or negotiable instruments of any description or nature or endorse the same in the name of USAPA or contract or cause to be contracted any debt or liability in the name of or on behalf of USAPA except as expressly prescribed and provided in this Constitution and Bylaws.

No member of USAPA shall, at any time, be authorized to disburse any association funds, execute any financial instrument, authorize, or endorse same to self.

ARTICLE VIII: BONDING AND INDEMNIFICATION

SECTION 1. BONDING

All officers of the Association shall be bonded in amounts not less than those provided for, and required by, appropriate Federal statute.

SECTION 2. INDEMNIFICATION

The Association shall indemnify and hold harmless, to the extent permitted by law, the members of the Board of Pilot Representatives, National Officers, and committee members, as well as other members authorized by USAPA to act on its behalf, against all liabilities, costs and expenses, including attorneys fees actually and reasonably incurred by him or her, in connection with any threatened, pending, or completed legal action or judicial or administrative proceeding to which he or she may be a party, or may be threatened to be made a party, by reason of his or her actions or omissions within the scope of his or her authorized duties on behalf of the Association, except with regard to any matters as to which he or she shall be adjudged in such action or proceeding to be liable for gross negligence, willful misconduct, or criminal conduct in connection therewith. The Association may provide such indemnification through the purchase of insurance, or any other means, as the Association deems appropriate. The Association reserves the right to select counsel in connection with any action, actual or threatened, for any person who is provided indemnification pursuant to this provision.

ARTICLE IX: CONFLICTS OF INTEREST STATEMENT

- A. Summary: The purpose of this statement is to assist the Association and all of its related operations in identifying, disclosing, and resolving real and potential conflicts of interest.
- B. Scope: The following statement applies to all members of the Association and its elected National and Domicile Representatives, and committee members, all of whom shall hereafter be referred to as “the National Officers, Board of Pilot Representatives (BPR) and Committee Members.”
- C. Fiduciary Responsibility: The National Officers, BPR and committee members who serve USAPA have a clear obligation to conduct all affairs of the Association in a forthright and honest manner. Each person should make necessary decisions using good judgment and ethical and moral considerations consistent with the Code of Ethics set forth in the USAPA Constitution and Bylaws, Appendix A. All decisions of the National Officers, BPR, and committee members are to be made solely on the basis of a desire to promote the best interests of the Association and membership.
- D. Statement: The National Officers, BPR, and committee members agree in their dealings with the Association to place the welfare of the Association and membership above personal interests, business interests, interests of family members, or others who may be personally involved in substantial affairs affecting the Association’s basic functions.
- E. Specific Disclosure: The National Officers, BPR, and committee members shall disclose, by submitting the Conflict of Interest Disclosure Form (Disclosure Form) set forth in Appendix B, which fully discloses the precise nature of their interest or involvement when participating in any transactions for the Association in which another party to the transaction includes:
1. Himself or herself.
 2. A member of the family (spouse, parents, brothers, sisters, children, and any other immediate relatives).
 3. An organization with which the member of the National Officers, BPR, or committee members, or his family, is affiliated.
- Disclosure of said interest shall be made within five (5) business days of the first knowledge of the potential transaction.
- F. While it is not practical to list all situations that might lead to a conflict of interest, disclosure of said relationship or affiliation must be made if any member of the National Officers, BPR, or committee members, or members of their family:
1. Is an officer, director, partner, employee, or agent of an organization with which the Association has business dealings.
 2. Is either the actual or the beneficial owner of more than one percent of the voting stock or controlling interest of an organization with which the Association has business dealings.
 3. Is a consultant for such an organization.

4. Has any other direct or indirect dealings with an individual or organization from which he or she materially benefited (e.g., through the receipt directly or indirectly of cash, gifts, or other property).
 5. Accepts commissions, a share of profits or other payments, loans (other than with established banking or financial institutions at prevailing market rates), services, preferential treatment, entertainment or travel, or gifts from any individual or organization doing or seeking to do business with USAPA valued at greater than \$100 retail.
 6. Buys, sells or leases, whether directly or indirectly, through another company, firm or individual, any kind of property, facilities, or equipment from or to USAPA.
- G. All disclosures of the National Officers, BPR and committee members shall be handled by the Secretary-Treasurer and maintained in a file that can be inspected by any member of the Association.
- H. Restraint of Participation: The National Officers, BPR, and committee members who have a conflict of interest, real or potential, in any manner shall refrain from participating in the execution of any agreement, contract or verbal binding of the Association and shall refrain from voting on such matters.
- I. Determination of Possible Conflict of Interest: Any individual who is uncertain about a conflict of interest in any manner shall disclose such possible conflict to the Secretary-Treasurer, as noted above using the Disclosure Form, noting the potential conflict and any other information that the individual feels would assist USAPA in determining if a conflict of interest exists. The Secretary-Treasurer shall notify USAPA's legal counsel immediately of all disclosures. After the Disclosure Form has been executed, the individual shall be entitled to act as though no conflict of interest exists unless USAPA notifies him or her otherwise in writing.
- J. When to Disclose Conflicts of Interest: Each member shall execute a Disclosure Form in order to qualify as a candidate for National Officer, Domicile Officer or when nominated for any committee and before assuming any duties of that office or committee. The form shall be maintained by the Secretary-Treasurer for the entire term of office/employment and will be destroyed upon completion of term in office or termination of employment with the Association. If a potential conflict of interest arises subsequent to the submission of the original form, the National Officers, BPR or committee member shall complete a Disclosure Form within five (5) business days of becoming aware of the conflict.
- K. Failure to Disclose: Each National Officer, BPR, and committee member who executes a Disclosure Form recognizes that such filing is a requirement for continued service on behalf of the Association, and further, that a knowing failure to disclose a potential conflict of interest could result in Article VI proceedings and become subject to appropriate legal action to recover/return any item or monies obtained in conflict with this policy.

ARTICLE X: COMMITTEES

- A. The President, subject to the advice and approval of the Board of Pilot Representatives, shall appoint, remove and replace members to the standing committees established by the Board of Pilot Representatives.
- B. Each committee member appointed, removed or replaced by the President shall be subject to a vote of approval by the Board of Pilot Representatives at the next Board meeting following the appointment. A majority vote of the Board of Pilot Representatives shall be required for approval or rejection of the appointment. The President may appoint ad hoc committees as necessary to handle special projects. These ad hoc committees shall:
 - 1. Not be authorized to negotiate and/or modify any provision(s) of the current Collective Bargaining Agreement and/or attachments thereto; and
 - 2. Not be standing committees, and
 - 3. Remain in effect for not longer than one (1) year, and
 - 4. Be subject to Board of Pilot Representative recall, and
 - 5. Be comprised of members in good standing.
- C. The term in office for standing and ad hoc committees will expire with each election of the Association's President.

ARTICLE XI: NEGOTIATIONS AND AGREEMENTS

- A. During negotiations having the purpose, intent, or effect of amending, modifying, or extending the basic collective bargaining agreement, at least two (2) USAPA designated negotiators and USAPA's professional negotiator, shall be present at all meetings and gatherings attended by any member of management. The National Officers and Association's designated negotiators shall adhere, at all times, to this policy without exception. At the first joint session of any negotiation or mediation, the President or the Chairman of the association's negotiating committee shall notify management's negotiating committee and the National Mediation Board representative, if applicable of this policy, and that there can be no exceptions to it for any reason.
- B. No National Officer, member of the Board of Pilot Representatives or committee member shall conduct conferences or negotiations having the purpose, intent or effect of amending, modifying or extending the collective bargaining agreement, with any party, without full disclosure of the existence of such conferences or negotiations to the BPR and membership. If conferences or negotiations are to be held and the subject matter is of a confidential competitive nature, then the Board of Pilot Representatives and membership shall be so notified.
- C. Conferences or negotiations to make or establish a basic collective bargaining agreement or other agreements, including any interim agreement amending the basic collective bargaining agreement, shall not be initiated or carried on or concluded in the name of the Association by any member or any group of members thereof without the prior approval of the President or the Board of Pilot Representatives.
- D. Basic collective bargaining agreements, interim agreements that amend the basic collective bargaining agreement and agreements of affiliation or merger with other labor organizations shall first be submitted to the Board of Pilot Representatives for review in accordance with Article V. Section 5.
- E. The Board of Pilot Representatives shall determine the date the ratification ballots will be distributed to the membership. Active members in good standing may vote for or against ratification of any agreement and shall return their ballots not later than fourteen (14) days following the date of ballot distribution. In order to bind the Association, all Collective Bargaining Agreements, side letters, and all agreements to affiliate or to merge with another labor organization shall be ratified by a majority of the votes cast provided that a majority of the total eligible membership casts ballots in the referendum on such agreement(s). The membership shall be notified immediately of the results.
- F. Balloting shall begin at the discretion of the Board of Pilot Representatives and shall be open for not less than fourteen (14) days.
- G. No agreement shall become effective until it bears the signature of the President of the Association or other Association Officers authorized to sign by the Board of Pilot Representatives.

ARTICLE XII: STRIKES

SECTION 1. AUTHORIZATION

A strike authorization ballot shall be sent to the membership by a majority vote of the Board of Pilot Representatives. Notwithstanding the number of pilots voting, an authorization to strike requires a ratification approval of 50% + 1 vote of the active membership.

SECTION 2. DECLARATION

The President, upon a majority vote of the Board of Pilot Representatives, shall declare a strike after having been authorized in accordance with Section 1 (above.)

SECTION 3. MEMBER CONDUCT DURING A STRIKE

Every member shall follow the guidelines lawfully promulgated by the President as approved by the Board of Pilot Representatives.

ARTICLE XIII: AMENDMENTS

- A. The Constitution and Bylaws may be amended in the following manner:
1. Amendment initiated by the Membership
 - a. Twenty-five percent (25%) of the members in good standing may petition the Secretary/Treasurer to ballot the membership concerning the proposed amendment to the Constitution and Bylaws. Petitions shall contain each petitioner's printed name, signature, employee number, date of signature and the exact wording of the proposed amendment. All such petitions must bear a signature date no earlier than one hundred twenty (120) days prior to submission to the Secretary/Treasurer. Within thirty (30) days of receiving the petition, the Secretary-Treasurer shall distribute a ballot with the exactly worded amendment to all Members in good standing. Such vote shall be completed within thirty (30) days of ballot distribution.
 - b. In order to amend this Constitution, the amendment shall be ratified by a two thirds (2/3) majority of the votes cast by the membership provided that a majority of the total eligible membership casts ballots in the referendum on such amendment(s).
 2. Amendment initiated by the Board of Pilot Representatives
 - a. The Board of Pilot Representatives may initiate amendments to the Constitution by a two-thirds (2/3) of the Board. Within thirty (30) days of the vote of the Board of Pilot Representatives, the Secretary-Treasurer shall distribute a ballot with the exactly worded amendment to all members in good standing. Such vote shall be completed within thirty (30) days of ballot distribution.
 - b. In order to amend the Constitution, the amendment shall be ratified by a two thirds (2/3) majority of the votes cast by the membership provided that a majority of the total eligible membership casts ballots in the referendum on such amendment(s).
- B. Ratified amendments to the Constitution and Bylaws shall become effective thirty (30) days after the vote unless stated otherwise in the ratified amendment.

PROVISOS

THE FOLLOWING PROVISIONS ARE SOLELY FOR THE PURPOSE OF TRANSITIONING TO THE PERMANENT REPRESENTATIONAL STRUCTURE CONTEMPLATED BY THIS CONSTITUTION AND BYLAWS AND SHALL REMAIN IN EFFECT ONLY FOR THE PERIOD OF TIME STATED IN EACH PROVISION TO COMPLETE THE ACTIONS CONTEMPLATED THEREIN.

- A. Notwithstanding the provisions of Article III, Section 7, Paragraph A, upon certification of the Association by the National Mediation Board as the exclusive bargaining representative of the pilots employed by U. S. Airways, Inc., the term of office for the interim President, Vice President, Secretary-Treasurer and Executive Vice President shall be for no longer than a period of twelve (12) months following such certification. During such period of time, elections shall be held for those position named above.

- B. Notwithstanding the provisions of Article V, Section 4, Paragraph B, upon certification of the Association by the National Mediation Board as the exclusive bargaining representative of the pilots employed by U. S. Airways, Inc., the term of office for the interim Domicile Officers shall be from the date of certification through:
 - 1. Category A: March 31, 2009. The term of office thereafter shall be in accordance with Article IV, Section 4, Paragraph B.1.
 - 2. Category B: September 30, 2009. The term of office thereafter shall be in accordance with Article IV, Section 4, Paragraph B.2.
 - 3. Category C: March 31, 2009. The following term shall run from April 1, 2009 through March 31, 2010. The term of office thereafter shall be in accordance with Article IV, Section 4, Paragraph B.3.
 - 4. Category D: September 30, 2009. The following term shall run from October 1, 2009 through September 30, 2010. The term of office thereafter shall be in accordance with Article IV, Section 4, Paragraph B.4.

- C. To establish an initial Appeal Board, the Board of Pilot Representatives shall select three (3) members, whose term thereafter shall be in accordance with that described in Article VI.

This USAPA Constitution and Bylaws has been approved and made effective this ____ day of _____, 20__

President

Secretary-Treasurer

APPENDIX A

USAPA CODE OF ETHICS

I will faithfully discharge the duty I owe the Association, which makes possible my way of life.

I will respect other officers, committee members, employees and members of the Association remembering that respect does not entail subservience.

I will do all within my powers to discharge my duties efficiently and in a manner that will not cause unnecessary delays or expense.

I will faithfully adhere to the policies, directives, and resolutions of the membership and the Board of Pilot Representatives.

I will realize that as a representative of the Association, I will at all times keep my personal appearance and conduct above reproach.

I will direct any criticism or proposed changes to the proper authorities within the Association.

I will hold the Association's business secrets in confidence, and will take care that they are not improperly revealed.

In dealing with others I will expect efficient performance, yet I will refrain from unnecessary and destructive criticism.

I will conduct my affairs with the Association in such a manner as to bring credit to the Association and to myself.

I will conduct my affairs with the Association and its members in accordance with the rules laid down in the Constitution and Bylaws of the Association.

I shall refrain from taking advantage of the confidence placed in me by my fellow members. If I am called upon to represent the Association in any dispute, I will do so to the best of my ability, fairly and vigorously, relying on the influence and power of the Association to protect me.

I will not publish articles, give interviews, or permit my name to be used in any manner likely to bring discredit to the Association.

I will continue to keep abreast of labor developments so that my skill and judgment, which heavily depend on such knowledge, may be of the highest order.

I will endeavor to my utmost to faithfully fulfill the obligations of the US Airline Pilots Association Code of Ethics.

APPENDIX B

CONFLICT OF INTEREST DISCLOSURE FORM

TO: US Airline Pilots Association Secretary-Treasurer

I have received and read the Conflict of Interest statement as set forth in Article IX of the USAPA Constitution and Bylaws and to the best of my knowledge and information, I am in compliance with the provision except as specifically set forth below. If my status should ever change, I will advise the Secretary-Treasurer and complete an additional Disclosure Form within five (5) business days.

(Check one)

- I have no conflict of interest as set forth in Article IX of the Constitution and Bylaws.*
- I am involved in a potential or actual conflict of interest as defined in Article IX of the Constitution and Bylaws as set forth below:*

Signature _____ Employee Number _____

Printed Name _____ Date _____

There are many rights guaranteed by the United States Government through the Labor Department and other government agencies. The Labor Management Reporting and Disclosure Act of 1959, As Amended provides a wealth of information regarding your fundamental rights as a union member. To obtain a copy of this Act, you may write to:

U.S. Department of Labor
Office of Labor-Management Standards
Washington, DC 20210

or you can request it by telephone. You may also obtain this information online at www.dol.gov/esa/olms. Offices are located in many major cities throughout the United States and are listed under United States Government, Labor Department, and Office of Labor-Management Standards.

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