

EXHIBIT A

1 US Airways, Inc.
2 SARAH ASTA, State Bar No. 013471
3 KAREN GILLEN, State Bar No. 018008
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5 karen.gillen@usairways.com
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15 Attorneys for Defendant
16 US AIRWAYS, INC.

17 **IN THE UNITED STATES DISTRICT COURT**
18 **FOR THE DISTRICT OF ARIZONA**

19 Don Addington, *et al.*;

20 Plaintiffs,

21 v.

22 US Airline Pilots Association and US
23 Airways, Inc.,

24 Defendants.

Case No. 2:08-cv-01633-PHX-NVW

**DECLARATION OF E. ALLEN HEMENWAY
IN SUPPORT OF US AIRWAYS, INC.'S
MOTION TO DISMISS**

25
26 I, E. ALLEN HEMENWAY, pursuant to 28 U.S.C. § 1746, declare and state as follows:

27 1. I am the Vice President, Labor Relations of US Airways, Inc. ("US Airways" or
28 the "Company"). Except where otherwise indicated below, I have personal knowledge of the

1 facts set forth in this Declaration. If called and sworn as a witness, I could and would testify
2 competently thereto.

3 2. The plaintiffs have not attempted to file any grievances or invoked the arbitration
4 jurisdiction of the Board of Adjustment regarding the two Counts of their Complaint in this
5 matter asserting breach of contract by US Airways.

6 3. The Company is currently processing a grievance filed by the US Airline Pilots
7 Association (“USAPA”) that alleges that under the Transition Agreement, a collectively-
8 bargained agreement to which US Airways and USAPA are parties, “the Company is prohibited
9 from furloughing any pilot from either the US Airways Pilots System Seniority list or the
10 America West Pilot’s System Seniority list while a pilot who is on the ‘New Hire Seniority List’
11 remains employed by the carrier.” This grievance encompasses the same issues as plaintiffs raise
12 in Count 1 of their Complaint. A true and correct copy of that grievance is attached here as
13 Exhibit 1.

14 4. The Company is currently processing two grievances filed by individual pilots.
15 Each alleges that the Company was obligated to commence Operational Pilot Integration under
16 Section VI of the Transition Agreement (which is attached to the Complaint in this matter at
17 Exhibit B) by implementing the “Nicolau List,” an integrated seniority list, no later than May 1,
18 2008. These grievances encompass the same issues as plaintiffs raise in their Application for
19 Preliminary Injunction. True and correct copies of these grievances are attached here as Exhibits
20 2 and 3.

21 5. If the Board of Adjustment determines that US Airways is incorrect in its
22 interpretation of the collective bargaining agreement, the Board has full remedial authority to
23 make whole any pilots who were adversely affected by the Company’s actions, and order a
24 reversal of any improper furloughs.

25 I declare under penalty of perjury under the laws of the United States of America that the
26 foregoing is true and correct.
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Dated: September 29, 2008

By: s/ E. Allen Hemenway
E. Allen Hemenway

**EXHIBIT 1 TO DECLARATION OF E. ALLEN
HEMENWAY**

US AIRLINE PILOTS ASSOCIATION

August 29, 2008

**VIA EMAIL AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Al Hemenway
Vice President, Labor Relations
US Airways, Inc.
111 Rio Salado Parkway
Tempe, Arizona 85281

RE: Transition Dispute # 9/Improper Furlough of Pilots

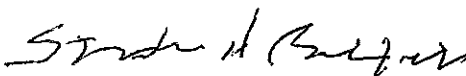
Dear Mr. Hemenway:

In accordance with the provisions contained in Section X (C) of the Transition Agreement, dated September 23, 2005 between the US Airline Pilots Association and US Airways, the Union requests a meeting to discuss the Company's planned order of furloughing pilots from the America West Pilot's Seniority list, the US Airways Pilot's Seniority list and the New Hire list.

It is the position of the Union that the Company's intention to furlough pilots is not in compliance with the provisions contained in Section II B (7) of the Transition Agreement. Specifically, it is the position of the Union that the Company is prohibited from furloughing any pilot from either the US Airways Pilots System Seniority list or the America West Pilot's System Seniority list while a pilot who is on the "New Hire Seniority List" remains employed by the carrier.

Because of the urgency of this matter, the Union wishes to immediately convene a meeting in order to discuss the Company's breach of the Agreement. Accordingly, please contact Captain Tracy L. Parrella, BPR Grievance Committee Chairman to schedule a meeting within the time limits prescribed within the Transition Agreement.

Respectfully,



First Officer Stephen Bradford
President, US Airline Pilots Association

cc:

BPR Board, USAPA
BPR Officers, USAPA
Captain Tracy L. Parrella, USAPA
F/O Dennis Brennan, USAPA
Mr. Lee Seham, Esq.
Mr. Scott Petersen, Esq.
Mr. Nick Granath, Esq.

Captain Ed Bular, US Airways
Captain Lyle Hogg, US Airways
Ms. Beth Holdren, US Airways
Ms. Linda Malone, US Airways
Mr. Matt Diedrick, US Airways

**EXHIBIT 2 TO DECLARATION OF E. ALLEN
HEMENWAY**

4425 E Bighorn Ave
Phoenix, AZ 85044

July 30, 2008

NOTICE OF GRIEVANCE - VIA EMAIL/CERTIFIED MAIL, RR REQUESTED

Captain Ken Wood
Chief Pilot – West
US Airways
4000 E Sky Harbor Blvd
Phoenix, AZ 85034

Steve Bradford
Interim President
USAPA
5821 Fairview Road, Suite 400
Charlotte, NC 28209

RE: Grievance – Company Duty to Apply Current West Vacancy Bid under Operational Pilot Integration as outlined in the Transition Agreement

Dear Sirs:

I am filing a grievance in accordance with the provisions of the America West Airlines/ALPA Collective Bargaining Agreement. Specifically, I am grieving that US Airway's recent issue of a West-only displacement bid is in violation of the AWA/ALPA agreement as amended by the Transition Agreement.

I became aware of this grievance on or about July 25, 2008, when I received a copy of the West displacement bid that proposes a downgrade of 138 West Captains, and furloughs of 175 West First Officers. As a result of this bid, I will be forcibly downgraded to First Officer while East pilots that are junior to me on the merged seniority list continue to hold their higher-paying Captain positions.

There exists a provision in the Transition Agreement that management is and was obligated to implement, and this clause must be enforced by USAPA. As you are aware, ALPA and US Airways management suspended negotiations for a single agreement on or around June, 2007 and no single contract negotiations resumed prior to the twelve month period after completion of the seniority list.

But Paragraph V.G – *Negotiation of a Collective Bargaining Agreement* states:

“...In the event such Single Agreement is not reached on or before June 30, 2006, then on June 30, 2006 either the Association or the Airline

Parties may decide to suspend negotiations for such Single Agreement depending on the progress at that time, provided, however, that the Airline Parties will continue to be obligated to complete the Operational Pilot Integration within the specified timeframe outlined in Section VI. below.

Thus, US Airways (the "Airline Parties") were "obligated" to continue ahead with Operational Pilot Integration ("OPI") within the specified timeline. Further reading provides us with the specifics of that timeline in the following Section VI – *Operational Pilot Integration*, which states:

"Except as provided in paragraph B. below, the airline operations of America West and US Airways, with respect to pilots, shall be merged no later than twelve (12) months following the later of (i) completion of the integrated pilot seniority list and (ii) negotiation of the Single Agreement provided that if by that date a single FAA operating certificate has not been issued, the airline operations, with respect to pilots, will be merged effective with the first bid period following thirty (30) days after the issuance of such certificate. The Airline Parties will make every reasonable effort in good faith to secure a single FAA operating certificate for America West and US Airways as promptly as practicable. The merger of the airline operations, with respect to pilots, under this paragraph A. is defined as the "Operational Pilot Integration."

Since single negotiations were already suspended prior to twelve (12) months after completion of the merged seniority list in Section V.G above, management was "obligated" to commence OPI no later than twelve (12) months after completion of the integrated pilot seniority list.

This means that all future bids, including the current West bid must be done on an East/West system wide basis effective twelve (12) months after the list was completed, or twelve months after the Nicolau Award was issued on May 1, 2007. Thus commencing with the May 1, 2008 bid period, the company was obligated to merge pilot operations, including filling of vacancy and displacement bidding under the single FAA certificate, which was issued in September of 2007 satisfying the only remaining condition for OPI.

Therefore, in order for the company to be in compliance with the provisions of the T/A-amended AWA/ALPA agreement, the West displacement bid just issued was not issued properly in compliance with the AWA/ALPA contract as amended by the obligations of the company to complete operational pilot integration under the Transition Agreement as it did not contain the ability for a West pilot to fully displace to any position system-wide.

Remedy Requested: That US Airways cease and desist from continuing with the West displacement bid under until it completes the "Operational Pilot Integration" as required by the CBA's modified by the Transition Agreement using the merged seniority list (the "Nicolau Award") that has been presented to, and accepted by US Airways management. If the displacement takes place, I am requesting that I be pay protected at my Captain rate of pay while there exists an East Captain junior to me on the merged seniority list.

Please note that I will waive my right to a Chief Pilot and V-P of Flight Operations Hearings and ask that this case proceed directly to expedited arbitration under Section 21.G of the AWA/ALPA CBA. I also request that a neutral arbitrator only hear this case, with no sitting system board members from either management or USAPA in order to avoid any perceived or real conflict of interest.

Sincerely,

John McIlvenna
AWA Employee No. P2203
US Airways Employee No. 272974

cc: A. Hemenway
D. Parker
S. Kirby
R. Isom
E. Bular
T. Parrella
L. Hogg
L. Seham

**EXHIBIT 3 TO DECLARATION OF E. ALLEN
HEMENWAY**

All Flight Crewmembers

Grievance Request Form

Completely fill out the following form being sure to include all requested contact information. Next, forward the form **along with copies of all supporting documentation** to the Grievance Committee by one of the means listed below.

You will be contacted by a member of the Grievance Committee.

FAX: (704) 936-4529
EMAIL: ntaylor@usairlinepilots.org

U.S. Mail: US Airline Pilots Association
Grievance Committee
5821 Fairview Road
Suite 400
Charlotte, NC 28209

Name: Daniel Frank
Date: 14 August 2008
Address: 4 Aldham Ct., Wilmington, DE 19803
Email: defend.nicolau@msn.com

Cell Phone: 302-545-1719

Home Phone:

Domicile: PHX

Equipment and Position: FO A320

Lineholder or Reserve: LH

Applicable Contract Section(s):

I am filing a grievance in accordance with the provisions of the America West Airlines/ALPA Collective Bargaining Agreement (CBA). Specifically, I am grieving that US Airway's recent issue of a West-only displacement bid is in violation of the AWA/ALPA agreement as amended by the Transition Agreement and fully inherited by USAPA.

I became aware of this grievance on or about July 25, 2008, when I received a copy of the West displacement bid that proposes a downgrade of 138 West Captains, and furloughs of 175 West First Officers. As a result of this bid, my seniority will be continue to be

eroded away, losing effective bidding positions, while East pilots that are less junior to me on the merged seniority list (the “Nicolau Award” accepted by the company and inherited by USAPA) and did not have a job prior to the acquisition of US Airways are afforded positions I could hold in Philadelphia or any of the company’s pilot bases.

There exists a provision in the Transition Agreement that management is and was obligated to implement, and this clause must be enforced by USAPA. As you are aware, ALPA and US Airways management suspended negotiations for a single agreement on or around June 2007. After the completion of the combined list, May 1, 2007, no single contract negotiations resumed prior to the twelve-month expiration.

Section V at paragraph G – Negotiation of a Collective Bargaining Agreement states:

“...In the event such Single Agreement is not reached on or before June 30, 2006, then on June 30, 2006 either the Association or the Airline Parties may decide to suspend negotiations for such Single Agreement depending on the progress at that time, provided, however, that the Airline Parties will continue to be obligated to complete the Operational Pilot Integration within the specified timeframe outlined in Section VI. below.”

Thus, US Airways (the “Airline Parties”) were “obligated” to continue ahead with Operational Pilot Integration (“OPI”) within the specified timeline. Further reading provides us with the specifics of that timeline in the following:

Section VI at paragraph A– Operational Pilot Integration, which states:

“Except as provided in paragraph B. below, the airline operations of America West and US Airways, with respect to pilots, shall be merged no later than twelve (12) months following the later of (i) completion of the integrated pilot seniority list and (ii) negotiation of the Single Agreement provided that if by that date a single FAA operating certificate has not been issued, the airline operations, with respect to pilots, will be merged effective with the first bid period following thirty (30) days after the issuance of such certificate. The Airline Parties will make every reasonable effort in good faith to secure a single FAA operating certificate for America West and US Airways as promptly as practicable. The merger of the airline operations, with respect to pilots, under this paragraph A. is defined as the "Operational Pilot Integration."

Since single negotiations were already suspended prior to twelve (12) months after completion of the merged seniority list in Section V paragraph G above, management was “obligated” to commence OPI using the merged seniority list.

This means that all bids after May 1, 2008, or twelve months after the Nicolau Award was issued on May 1, 2007, including the current West bid must be done on an East/West system wide basis. Thus commencing on May 1, 2008 the company was obligated to merge pilot operations, including filling of vacancies and displacement bids, under the single FAA certificate, issued in September of 2007, satisfying the only remaining

condition for OPI.

Therefore, in order for the company to be in compliance with the provisions of the Transition Agreement and AWA/ALPA agreement and inherited by USAPA, the West displacement bid just issued was not issued properly in compliance with the AWA/ALPA contract as amended by the obligations of the company to complete operational pilot integration under the Transition Agreement as it did not contain the ability for any West pilot to completely displace to any position system-wide.

Remedy Requested:

- That US Airways cease and desist from continuing with the West displacement bid or any separate bid East or West and complete the “Operational Pilot Integration” as required by the CBA’s modified by the Transition Agreement using the merged seniority list (the “Nicolau Award”) that has been presented to, received and accepted by US Airways management.
- Since this displacement bid should have been system wide and would have allowed me to voluntarily move to PHL; while there exists any junior pre-merger AAA first officer or captain or new hire less senior to me on the merged seniority list operating any of the aircraft flown by pre-merger AAA pilots, including the EMB 190 or any additional aircraft acquired by US Airways, I request that I be paid, with back pay to the date the company first announced that a furlough would occur on a separate East/ West basis (June 12, 2008), the higher of my current rate of pay or captains’ pay, if anyone on the merged seniority list less senior than me holds any captain seat (including the E190), or the rate, based on my longevity, I would be paid while holding a position on a wide body aircraft per the AWA or AAA pilot agreement or any successor agreement(s), no less than current book, or any additional aircraft acquired by US Airways, while forcibly continuing to commute to PHX from PHL.
- Request to be paid for commuting to and from work while based in PHX or any company pilot base voluntarily/involuntarily assigned that is not PHL, per AWA pilot agreement Section 8 and/or adjusted per any MOU or LOU pertaining to deadheading prior to April 18, 2008 (any reference to current AWA agreement be based on MOU’s or LOU’s dated prior to April 18, 2008), based on 100% pay for all scheduled block or actual block during the flights to and from PHL. Also that I be afforded space positive travel per Section 8 of the AWA pilot agreement to and from said pilot base, based on the flight I would normally commute (my preference) for each pairing or duty assigned or associated company business, pairings to be built according to current AWA pilot agreement Section 25 assigned and governed without prejudice, with no restrictions or limitations placed by the company, no more than one hour prior to report (my preference), and be pay protected for any and all trips if unable to arrive in base in time to complete the trip. While in that base, per AWA pilot agreement Section 5, including reserve or AT days and scheduled or unscheduled breaks between flights of 4 hours or more or on any rest prior to and/or after a pairing or any

related business, the company will provide a hotel room paid for by the company at the hotel currently used for flight crews and per diem paid at the higher of the current AWA rate or AAA rate for international flight crews starting one hour prior to the flight departing PHL to one hour after arrival in PHL. I would also request while in base for any business and for displacement training or extended stays (including long course training, based on what my merged seniority will hold) or AQP of 3 or more days a rental car be provided and paid for by the company, including gas and full renters insurance. I request full reimbursement for parking at the PHL international airport, at the terminal short term parking garage.

- If furloughed, during the time separated from the company, I request to be paid per this award based on 90 hours credit or more if actual average credit is higher and per diem on a bi-monthly basis. I will also receive full furlough pay per the AWA pilot agreement, due in a lump sum payout, payable within one week of the date of the announcement of the furlough affecting me. I will also accrue full longevity, vacation and sick time while on furlough. I request full active travel benefits (SA3P with allotment of not less than 3 SA1P passes) for my family and I during the entire furlough.
- Request to include all pre-merger America West pilots that have been affected by this displacement. Including but not limited to any pilot that could have bid another base system wide to exercise their seniority on the merged seniority list.
- Request that the company reimburse all cost associated with defense of this claim. Including cost of travel to and from any arbitration, for any and all witnesses (myself included) or professional experts/lawyers, any hotel expenses, car rentals and meals/expenses. For myself to be paid for any trips missed in defense of this claim. Also pay for any pilot included in defense of this claim including expenses previously stated, if removed from a trip to testify.

Please note that I will waive my right to a Chief Pilot and V-P of Flight Operations Hearings and ask that this case proceed directly to expedited arbitration under Section 21 paragraph G of the AWA/ALPA CBA. I also request that a neutral arbitrator only hear this case, with no sitting system board members from either management or USAPA in order to avoid any perceived or real conflict of interest.

Do you have material(s) to support your grievance? Transition Agreement/ Nicolau Award/ AWA pilot agreement/ AAA pilot agreement/ Eischen EMB 190 award/ AWA and AAA IOU pertaining to growth B757 aircraft

Original Pairing/Trip or Flight number (if applicable):

Altered or Rescheduled Pairing/Trip or Flight number (if applicable):

Date of origination of Pairing or Trip:

Please provide a thorough description of the events that constitute the need to file a grievance or claim:

Included above

Remedy Requested: included above