

EXHIBIT 10

Wes Kennedy

From: Wes Kennedy <kennedy@ask-attorneys.com>
Sent: Monday, December 17, 2012 8:23 AM
To: 'Edgar James'; 'Siegel, Robert'
Cc: 'rjwilderjr@bapwild.com'; 'nealmollen@paulhastings.com'; 'john.furfaro@skadden.com'; 'chollinger@omm.com'; Jones, Paul (Legal Dept) (PaulLegalDept.Jones@usairways.com)
Subject: RE: McCaskill-Bond -- (REVISED -- SUNDAY EVENING 6:50 PM)
Attachments: WK Comments on Section 10 12-17-12 0815.docx

Bob:

There were some internal comments I had given Ed on the draft Section 10 that inadvertently didn't get relayed on yesterday evening in my absence, and Ed has asked me to give them directly to you. They are attached. In the attached draft I have done the following:

- I have moved your new sentence within paragraph 10.a. to where I think it logically fits.
- In 10.a., I have returned 22 months for the arbitrators' award to the original 24 months (the 22 months was in the earlier APA/USAPA draft which had the pilots presenting a list to the Company at 22 months, with it implemented at 24; the draft now has the Company participating directly in the arbitration).
- In 10.b.(iv) I have added back in a phrase that had been in the APA/USAPA draft; I mentioned this on the call yesterday and understood the intent was to track the APA/USAPA draft.
- I have fleshed out the "final and binding" provision.

Sorry for the confusion. Let me know if you have any questions.

WK

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From: Edgar James [mailto:ejames@jamhoff.com]
Sent: Sunday, December 16, 2012 9:25 PM
To: Siegel, Robert
Cc: Wes Kennedy
Subject: Re: McCaskill-Bond -- (REVISED -- SUNDAY EVENING 6:50 PM)

Forgot to include

Sent from my iPad

On Dec 16, 2012, at 9:24 PM, "Siegel, Robert" <rsiegel@omm.com> wrote:

OK. What's his email address?

From: Edgar James [<mailto:ejames@jamhoff.com>]
Sent: Sunday, December 16, 2012 07:20 PM
To: Siegel, Robert
Subject: Re: McCaskill-Bond -- (REVISED -- SUNDAY EVENING 6:50 PM)

Put Wes Kennedy in these e mails. I sent this one to him.

Sent from my iPad

On Dec 16, 2012, at 6:51 PM, "Siegel, Robert" <rsiegel@omm.com> wrote:

All --

I have added a sentence at the end of paragraph 10a indicating that the arbitration would not start prior to finalizing the JCBA. I put this in all caps because I don't know how to highlight or red-line on my iPad.

If we include this additional sentence, we would also want to agree on expediting the JCBA process in two respects: 1) APA shall have 4 months to file for single carrier (not 6 months), and 2) the JCBA negotiations shall be conducted for 60 days (not 90 days).

I have also input the changes suggested by Neal Mollen.

Please let me know if this works. Thanks.

-- Bob

Sent from my iPad

Our draft counterproposal (REVISED SUNDAY
EVENING ... 6:50 PM)

10. a. A seniority integration process consistent with McCaskill-Bond shall begin as soon as possible after the Effective Date. If, on the date 90 days following the Effective Date, direct negotiations have failed to result in a merged seniority list acceptable to the pilots at both

airlines, a panel of three neutral arbitrators will be designated within 15 days to resolve the dispute, pursuant to the authority and requirements of McCaskill-Bond. That arbitration will commence no later than 60 days after the designation of the arbitrators, or as soon thereafter as practicable given the availability of the designated arbitrators. The panel of arbitrators will render its award within 6 months of the commencement of the arbitration, and in any event not later than 22 months after the Effective Date. IT IS UNDERSTOOD THAT, IN ALL EVENTS, THE SENIORITY INTEGRATION ARBITRATION WILL NOT COMMENCE PRIOR TO FINAL APPROVAL OF THE JCBA PURSUANT TO THE DEADLINES AND PROCEDURES IN PARAGRAPHS _____ BELOW.

b. US Airways, American or New American Airlines, and their successors (if any), agree to implement the seniority list resulting from the process described above if it complies with the following criteria: (i) the list does not require any active pilot to displace any other active pilot from the latter's position; and (ii) furloughed pilots may not bump/displace active pilots; and (iii) except as set forth in Paragraphs 12 and 13 below, the list does not require that pilots to be compensated for flying not performed (e.g., differential pay for a position not actually flown); (iv) the list allows pilots who, at the time of implementation of an integrated seniority list, are in the process of completing or who have completed initial qualification training for a new category (e.g., A320 Captain or 757 First Officer) to be assigned to the position for which they have

been trained, regardless of their relative standing on the integrated seniority list; and (v) it does not contain conditions and restrictions that materially increase costs associated with training or company paid move as specified in the JCBA.

c. The integrated seniority list resulting from the McCaskill-Bond process shall be final and binding.

d. During the McCaskill-Bond process, including any arbitration hearing, US Airways, American or New American Airlines, or their successors (if any) shall remain neutral with respect to which seniority list should be adopted insofar and to the extent that such lists comply with restrictions (i)-(v) above.

e. The obligations contained in this Paragraph shall be specifically enforceable on an expedited basis before a System Board of Adjustment in accordance with Paragraph 20 and/or before a court of competent jurisdiction.

f. A Seniority Integration Protocol Agreement ("Protocol Agreement") consistent with McCaskill-Bond and this Paragraph of the Memorandum will be agreed upon within 15 days of the Effective Date. The Protocol Agreement will set forth the process and protocol for conducting negotiations and arbitration, if applicable. The company(ies) will be parties to the arbitration, if any, in accordance with McCaskill-Bond. The company(ies) shall provide information requested by the pilots for use in the arbitration, if any, in accordance with requirements of McCaskill-Bond, and so long as the requests are reasonable and do not impose undue burden or expense,

and so long as the pilots agree to appropriate confidentiality terms.

g. This Memorandum is not a waiver of any argument which participants may make in the seniority integration process. Nor do the provisions of this Memorandum constitute an admission as to the appropriate allocation of flying following the expiration of the protections in Paragraph 8 of this Memorandum, or the manner in which the respective pre-merger carriers would have operated in the absence of a merger, or the job entitlements or equities that arguably underlie the construction of an integrated seniority list, or for any other purpose. This Memorandum may be offered into evidence or shown to a mediator as background information and to describe the actual operations of the separate carriers prior to expiration of the protections in Paragraph 8 of this Memorandum.

h. US Airways agrees that neither this Memorandum nor the JCBA shall provide a basis for changing the seniority lists currently in effect at US Airways other than through the process set forth in this Paragraph 11.

WK COMMENTS ON

SIEGEL DRAFT SECTION 10 (12/17/12 0815)

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10. a. A seniority integration process consistent with McCaskill-Bond shall begin as soon as possible after the Effective Date. If, on the date ~~90-90~~ days following the Effective Date, direct negotiations have failed to result in a merged seniority list acceptable to the pilots at both airlines, a panel of three neutral arbitrators will be designated within 15 days to resolve the dispute, pursuant to the authority and requirements of McCaskill-Bond. That arbitration will commence no later than 60 days after the designation of the arbitrators, or as soon thereafter as practicable given the availability of the designated arbitrators, provided that it is understood that in all events the seniority integration arbitration will not commence prior to final approval of the JCBA pursuant to the deadlines and procedures in paragraphs below. The panel of arbitrators will render its award within 6 months of the commencement of the arbitration, and in any event not later than ~~22-24~~ months after the Effective Date. ~~IT IS UNDERSTOOD THAT, IN ALL EVENTS, THE SENIORITY INTEGRATION ARBITRATION WILL NOT COMMENCE PRIOR TO FNAL APPROVAL OF THE JCBA PURSUANT TO THE DEADLINES AND PROCEDURES IN PARAGRAPHS BELOW.~~

b. US Airways, American or New American Airlines, and their successors (if any), agree to implement the seniority list resulting from the process described above if it complies with the following criteria: (i) the list does not require any active pilot to displace any other active pilot from the latter's position; and (ii) furloughed pilots may not bump/displace active pilots; and (iii) except as set forth in Paragraphs 12 and 13 below, the list does not require that pilots to be compensated for flying not performed (e.g., differential pay for a position not actually flown); (iv) the list allows pilots who, at the time of implementation of an integrated seniority list, are in the process of completing or who have completed initial qualification training for a new category (e.g., A320 Captain or 757 First Officer) to be assigned to the position for which they have been trained, or who have successfully bid such a position but have not been trained because of conditions beyond their control (such as Company freeze) regardless of their relative standing on the integrated seniority list; and (v) it does not contain conditions and restrictions that materially increase costs associated with training or company paid move as specified in the JCBA.

c. The integrated seniority list resulting from the McCaskill-Bond process shall be final and binding on APA and USAPA (and/or the certified bargaining representative of the combined pilot group), the Company(ies) and its(their) successors (if any), and the American and US Airways pilots.-

d. During the McCaskill-Bond process, including any arbitration hearing, US Airways, American or New American Airlines, or their successors (if any) shall remain neutral with respect to which seniority list should be adopted insofar and to the extent that such lists comply with restrictions (i)-(v) above.

e. The obligations contained in this Paragraph shall be specifically enforceable on an expedited basis before a System Board of Adjustment in accordance with Paragraph 20 and/or before a court of competent jurisdiction.

f. A Seniority Integration Protocol Agreement ("Protocol Agreement") consistent with McCaskill-Bond and this Paragraph of the Memorandum will be agreed upon within 15 days of the Effective Date. The Protocol Agreement will set forth the process and protocol for conducting negotiations and arbitration, if applicable. The company(ies) will be parties to the arbitration, if any, in accordance with McCaskill-Bond. The company(ies) shall provide information requested by the pilots for use in the arbitration, if any, in accordance with requirements of McCaskill-Bond, and so long as the requests are reasonable and do not impose undue burden or expense, and so long as the pilots agree to appropriate confidentiality terms.

g. This Memorandum is not a waiver of any argument which participants may make in the seniority integration process. Nor do the provisions of this Memorandum constitute an admission as to the appropriate allocation of flying following the expiration of the protections in Paragraph 8 of this Memorandum, or the manner in which the respective pre-merger carriers would have operated in the absence of a merger, or the job entitlements or equities that arguably underlie the construction of an integrated seniority list, or for any other purpose. This Memorandum may be offered into evidence or shown to a mediator as background information and to describe the actual operations of the separate carriers prior to expiration of the protections in Paragraph 8 of this Memorandum.

h. US Airways agrees that neither this Memorandum nor the JCBA shall provide a basis for changing the seniority lists currently in effect at US Airways other than through the process set forth in this Paragraph 11.