

EXHIBIT 14

Wes Kennedy

From: Patrick Szymanski <szymanskip@msn.com>
Sent: Monday, December 17, 2012 7:57 PM
To: 'Siegel Robert A Esq.'; Neal Mollen; James, Ed; Kennedy, Wes; Wilder, Roland; Jones, Paul
Cc: Pauley, Jess
Subject: Paragraph 10, Revised
Attachments: MOU, Paragraph 10, USAPA suggestions, 2012 12 17, 2045 ET.docx

Suggestions in attached. Please let me see the final.

Pat Szymanski
202.369.5889 (cell)
szymanskip@msn.com

10. a. A seniority integration process consistent with McCaskill-Bond shall begin as soon as possible after the Effective Date. If, on the date ninety (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 fifteen (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 Paragraph 27 below. The panel of arbitrators will render its award within six (6) months of the commencement of the arbitration, and in any event not later than 24 months after the Effective Date.

b. The panel of arbitrators may not render an award unless 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) or who have successfully bid such a position but have not been trained because of conditions beyond their control (such as Company freeze) to be assigned to the position for which they have been trained (or which they have bid but have not been trained), regardless of their relative standing on the integrated seniority list ~~or who have successfully bid such a position but have not been trained because of conditions beyond their control (such as Company freeze)~~ 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/New American Airlines 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 the method for integrating seniority ~~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, provided that the obligations imposed by McCaskill-Bond may be enforced in ~~and/or before a court of competent jurisdiction.~~

f. A Seniority Integration Protocol Agreement ("Protocol Agreement") consistent with McCaskill-Bond and this Paragraph 10 ~~of the Memorandum~~ will be agreed upon within ~~30~~ 45 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 Merger Representatives ~~the pilots~~ for use in the arbitration, if any, in accordance with requirements of McCaskill-Bond, and provided that the information is relevant to the issues involved in the arbitration, so long as the requests are reasonable and do not impose undue burden or expense, and so long as the Merger Representatives ~~pilots~~ agree to appropriate confidentiality terms. Any disputes concerning

requested information that cannot be resolved by the parties shall be submitted to and resolved by the McCaskill-Bond arbitration panel whose decision shall be final and binding.

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 10.