

# **EXHIBIT 6**

## Wes Kennedy

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**From:** Wes Kennedy <kennedy@ask-attorneys.com>  
**Sent:** Saturday, December 15, 2012 10:22 AM  
**To:** Per Lovfald (perlovfald@mac.com); Brown, David C. (dcbrown@alliedpilots.org)  
**Cc:** Edgar James (ejames@jamhoff.com)  
**Subject:** FW: MOU Section 11 - APA Draft 12/14/12 1404 CST  
**Attachments:** MOU Section 11 (SLI) - APA Draft 12-14-12 1404 CST.doc

Draft Section 11 given to USAPA yesterday.

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**From:** Wes Kennedy [<mailto:kennedy@ask-attorneys.com>]  
**Sent:** Friday, December 14, 2012 2:07 PM  
**To:** Edgar James ([ejames@jamhoff.com](mailto:ejames@jamhoff.com))  
**Subject:** MOU Section 11 - APA Draft 12/14/12 1404 CST

Attached.

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**APA DRAFT FOR REVIEW**  
**MOU SECTION 11**  
**12/14/12 1404 CST**

11. Commencing promptly upon [conclusion of transition/merger/cba], APA and USAPA shall, in advance of the POR, agree upon a seniority integration process consistent with McCaskill-Bond, providing for at least the following elements. Additional elements of the seniority integration procedure will be as agreed to by the parties and/or as determined by the arbitrators.

- \* The pilot groups' representatives shall begin negotiations and/or mediation within \_\_\_ days of the Effective Date.
- \* The Company(ies), and their successors (if any), shall provide promptly any information relevant to the McCaskill-Bond proceeding requested by either pilot group's representative subject to agreed terms for confidentiality.
- \* If the pilot groups' representatives are unable to agree upon a merged seniority list, including any attendant conditions, within \_\_\_ days of the Effective Date, then not later than \_\_\_ days after the Effective Date the pilot groups' representatives shall designate a panel of three neutral arbitrators to resolve the dispute.
- \* The McCaskill-Bond arbitration proceeding will commence no later than \_\_\_ days after the arbitrators are designated, or as soon thereafter as practicable given the availability of the designated arbitrators. The panel of arbitrators will render its award within \_\_\_\_\_ of the commencement of the arbitration and, in any event, not later than \_\_\_\_\_ after the Effective Date.
- \* Not later than 24 months after the Effective Date, the pilot groups' representatives will present a merged seniority list, including any attendant conditions, to the Company(ies), or their successors (if any).

US Airways and the New American Airlines, and their successors (if any), agree to implement that merged seniority list, including any attendant conditions, if it complies with the following criteria: (i) no "system flush" whereby an active pilot may 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 14 and 15 below, no requirement for pilots to be compensated for flying not performed (e.g., differential pay for a position not actually flown); and (iv) provides that 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 either because of conditions beyond their control (such as a Company freeze) or has been withheld (AA) shall be assigned to the position, regardless of their relative standing on the integrated seniority list; and (v) does not contain conditions and restrictions that materially increase costs associated with training or company paid moves as specified in the JCBA. The

integrated seniority list, including any attendant conditions, resulting from the McCaskill-Bond process, whether negotiated or arbitrated, shall be final and binding on APA and USAPA (and/or the certified bargaining representative of the combined pilot group), the Companies and their successors (if any), and the pilot employees of New American Airlines and US Airways. The Company(ies), or their successors (if any), may participate in the McCaskill-Bond process to the extent necessary to insure that any award is consistent with criteria (i) through (v) but shall otherwise remain strictly neutral with respect to the McCaskill-Bond process. The obligations contained in this Paragraph shall be enforceable on an expedited basis before a System Board of Adjustment in accordance with Paragraph 24 ("Enforcement") and/or before a court of competent jurisdiction. This Memorandum is not intended to nor shall it constitute the "Single Agreement" referred to in Paragraph VI.A. of the September 23, 2005, "Transition Agreement" applicable to the merger of America West and US Airways.