

EXHIBIT H

Lawyer Meeting
June 14th @ 2:00
Confidential

Yesterday, Wednesday June 14, members of the aaapilots4fairness Leadership Committee met with attorneys from Buchanan Ingersoll and Rooney PC a law firm. The meeting was held at the firm's Harrisburg Law office but we were advised that the firm also maintains offices in Philadelphia and Pittsburgh which would be convenient if we hire them. Present for Buchanan law firm were:

Thomas Collins attorney
Robert Hawkins – RLA specialist lawyer
Alfred J. D'Angelo attorney Sr.
George Basara attorney

This firm's expertise with the Railway Labor Act primarily involves railroads, however it is the same body of law that governs the airline industry. To be more specific, this firm's expertise is in labor elections or in fact working for management to keep organized labor off the property. They were very enthusiastic about working with us because if it is a chance to work the other side and they don't have any airline clients and a relationship with our group might prove the avenue the firm needs to work with airline organizing. They were very candid in saying that they didn't feel that their firm was the one to help with the day to day running of a union and normal union business. They felt that they could recommend a firm that would suit our needs and probably accept us as clients on a contingency basis. That is to say this law firm would not require money up front but would, after we became a union, provide us with legal services. The idea is intriguing and we will have to give it some study. I don't think that Buchanan Ingersoll and Rooney, a very large firm, would send us to a poor or unsuitable law firm for our needs. In fact, they mentioned that they would work with the other firm in the beginning until we were up on our feet.

Buchanan Ingersoll and Rooney feel that their particular expertise is in helping us win an election. They know how these things go before the national mediation board and have many good suggestions and strategies to help us win an election. They will email me a fee schedule today,

Some of the subjects we talked about at the meeting.

- A direct suit against the Nicolau Award is a very long shot. They have been involved in cases like this where laws were broken and fraud took place and still could not get the arbitrators award set aside.
- This award lives with ALPA, because all three parties live with ALPA, that is to say ALPA National as a neutral, America West and US Airways.
- If ALPA is not there, the award is not there. The award lives with ALPA and when ALPA leaves so does the award. *[my emphasis]*

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- Seniority lives in the contract or CBA. It is not determined unilaterally by unions unless by voluntary association and accepted by management. A private arbitration settlement by an association is not an issue the courts want to get involved in. The collective bargaining agreement, however is a federal Legal document and will be the primary controlling document as far as the courts are concerned. *[this was essentially affirmed by the lawyers]*
- Our current collective bargaining agreement says the following about seniority:

-SECTION 22 - SENIORITY: MEC 94-12-1 MEC 95-7-1 PIT 95-28 | US Airways]

GENERAL

(A) Only those pilots listed on the current US Airways, Inc. Pilots' System Seniority List shall be used on all flights as defined in Section 2(O).

(B) Pilots' System Seniority List

1. Seniority of a pilot shall be based upon the length of service as an airline pilot in the employ of the Company or its predecessor airline companies whose operations have been taken over by the Company.
2. Seniority of a pilot, and longevity for pay, vacation, sick leave, and retirement purposes shall begin to accrue on the date the pilot first reports to the Company's Pilot Training Program and shall continue to accrue except as otherwise provided in this Agreement. If more than one pilot is assigned to such training on the same day, they will be ranked in order of age, with the oldest pilot receiving the lowest seniority number. Once a seniority position is established, it shall not be changed. Each pilot shall be notified in writing of his number on this list, as well as the pilot's name and who is next junior to him
3. The Pilots' System Seniority List, as established by the Award of Arbitrator S. Kagel dated October 31, 1988, shall constitute the official Pilots' System Seniority List.

Please note that under our merger the financial transaction looks like this: [From a Standard and Poors stock report]

On September 27, 2005, US Airways Group, Inc. was formed by merging the former US Airways Group, which was operating under Chapter 11 bankruptcy protection, with AmericaWest Holdings. AmericaWest was the surviving company in the merger, and adopted the US Airways name upon completion of the transaction.

Class B AmericaWest stockholders received 0.4125 of a new US Airways common share for each share held, while AmericaWest Class A stockholders received 0.5362 of a share. New equity investors received a 46% stake in the new company in exchange for new investments of about \$565 million.

Unsecured creditors of the old US Airways received about 10% of new US Airways Group common stock.

Equity stakes in the former US Airways were cancel ed.

For regulatory purposes, both airlines are operating under separate operating certificates for a transition period of about two to three years, keeping flight crew, maintenance and safety procedures for each airline separate.

We need to run this by the lawyers and get a definition of Company for the purposes of our argument.

Section 22 Seniority: America West

SECTION 22

SENIORITY

A. GENERAL

1. Seniority of a Pilot shall begin on the Pilot's Date of Hire. 2. Except as provided in Subsection 22.A.3., when two (2) or more Pilots enter training on the same date, the relative seniority of the Pilots shall be determined by chronological age. The oldest Pilot shall be placed on the seniority list first. 3. New hire Pilots who transfer from another Company department shall be placed on the seniority list above all other new hire Pilots within the training class. In the event that two (2) or more new hire Pilots who transfer from another Company department are in the same training class, the new hire Pilot with the greatest length of continuous employment with the Company shall be placed on the seniority list first.

4. Once established, a Pilot's relative seniority shall not be changed without the agreement of the Association except as provided in Subsection 22.C.3.

5. Seniority shall govern all Pilots in case of promotion and demotion, retention in case of reduction in force, assignment or realignment due to expansion or reduction in schedules, reemployment after release due to reduction in schedules, reemployment after release due to reduction in force, and choice of vacancies, provided the Pilot can qualify and is able to assume the assignment.

22.C.3. The arbitrator shall sit as a sole decision maker and shall have full authority to adjudicate the seniority list protest appeal. The affected Pilot shall not be represented by either the Company or the Association, but may instead represent him or herself, or rely upon representation by another seniority list Pilot or private counsel.

*[this section appears to be concerned with a single pilot contesting a seniority award not a merger.]*The arbitrator shall issue a written decision within sixty (60) calendar days from the conclusion of the hearing. The decision of the arbitrator shall be final and binding. d. The expenses and reasonable compensation of the arbitrator selected, as provided for herein, shall be borne equally by the Company and the Association.

4. The procedures contained in this Subsection 22.C. shall be the exclusive means for resolving seniority list protest appeals.

This is just a quick look at AWA section 22. I am not a lawyer and I didn't stay at a holiday Inn Express last night but I don't see successor language in this section and I don't see merger information in this section regarding seniority. The full text of section 22 from AMA and from USAir is on the ALPA web-board site and we should be very familiar with this. Absent ALPA merger policy the CBA's of the perspective companies are the sole legal documents to determine seniority issues.

We have a duty of fair representation to the West pilots but those are also hard to prove and difficult to make absent fraud or other criminal activity. If there is no direct federally protected discrimination, ie race, religion, national origin issues, then the courts don't want to get involved inside ongoing union battles. The bylaws and constitution of the applicable union and any other measure for dispute resolution must be completed first before a court would want to see an action from a minority interest.

Democracy is based on majority rule, with protection of minority interest coded where applicable in law. We have a majority, as long as we don't go to far we can determine seniority via the collective bargaining agreement.

If we leave ALPA we still have a collective bargaining agreement. It is our current collective bargaining agreement containing LOA 93.

My last question was "If we leave ALPA, can we get protection in future mergers." The answer is yes but it must live in the collective bargaining agreement to be most effective. Here is what current ALPA merger policy has to say about an ALPA carrier and a non-ALPA carrier merger. If we leave ALPA then there must be a major effort to get protective language that will protect a fair process and not be so restrictive that the company won't want to sign it.

PART 3 - GENERAL
Section 45
ALPA Merger Policy

E. NON-ALPA OR UNORGANIZED AIRLINES

SOURCE - Board 1986; AMENDED - Executive Board May 1998

When the circumstances surrounding a merger preclude adherence to ALPA Merger Policy, i.e., where a non-ALPA or unorganized pilot group is involved, reasonable steps shall be taken by the President to seek acceptance of a procedure that will enable the parties to proceed to a fair and equitable resolution in a timely and expeditious manner.

Respectfully submitted

Aapilots4fairness Leadership Committee