

Exhibit D

SENIORITY INTEGRATION PROTOCOL AGREEMENT

This Agreement is made and entered into by and between the Allied Pilots Association (APA), US Airline Pilots Association (USAPA) and New American Airlines (New American) [clarify based on new corporate structure] pursuant to the direction and provisions of paragraph 10.f. of the Memorandum of Understanding Regarding Contingent Collective Bargaining Agreement by and between US Airways, American Airlines, APA and USAPA (the “MOU”).

WHEREAS the MOU was entered into on or about January 2, 2013, among APA, USAPA, American Airlines, Inc. (“American”), and USAirways, Inc. (“USAirways”), and

WHEREAS, in Section 10.a. of the MOU, APA, USAPA, American and USAirways agreed that “[a] seniority integration process consistent with McCaskill-Bond shall begin as soon as possible after the Effective Date,”

WHEREAS, Section 10.f. of the MOU provides that the agreed seniority integration process would be implemented through “[a] Seniority Integration Protocol Agreement ... consistent with McCaskill Bond and this Paragraph 10” to be agreed upon “within 30 days of the Effective Date,” which has been extended by agreement by 30 days, and

WHEREAS, the merger transaction contemplated by the AMR Plan of Reorganization closed on December 9, 2013, creating New American as a successor to American and USAirways, and

WHEREAS, it is desirable to maintain cooperative relationships throughout the seniority integration process outlined in paragraph 10 of the MOU, and

WHEREAS, it is desirable to set out with specificity the process for integrating the existing seniority lists and including those lists and all appropriate ancillary provisions, including implementation procedures, into the Joint Collective Bargaining Agreement (JCBA) defined in the MOU, and

WHEREAS, in implementation of the agreements made in the MOU, the following protocols are established.

1. APA, USAPA and New American acknowledge that this Protocol Agreement constitutes the Protocol Agreement referred to in paragraph 10.f. of the MOU.

2. a. Within __ days of the execution of this Protocol Agreement, APA and USAPA will designate Merger Committees to represent, for seniority integration purposes, the pilots on

the pre-merger seniority lists in the separate crafts and classes. So long as APA and USAPA are separately certified by the National Mediation Board (the "NMB") to represent the separate pilot crafts and classes at American and USAirways, respectively, APA and USAPA will each be responsible for the manner in which the Merger Committee(s) it so designates is (are) appointed, operated and financed, and the manner in which any negotiated seniority integration agreement is approved and/or ratified, consistent with the MOU, this Protocol Agreement, the respective organization's duty of fair representation, and other legal obligations.

- b. Effective on and after the date that the NMB determines the representation of the combined pilot craft and class at New American , the Organization, if any, designated by the NMB as the duly designated representative of the combined craft and class (the "Organization") shall designate such Merger Committees as are required to represent, for seniority integration purposes, the pilots on the pre-merger seniority lists in the combined craft and class. Consistent with the MOU, this Protocol Agreement, the duty of fair representation, and the Organization's other legal obligations, the Organization shall delegate to such Merger

Committees authority to act for and on behalf of the pilots on their respective pre-merger seniority lists for purposes of concluding an integrated pilot seniority list. The Organization shall have authority over the manner in which such Merger Committees' operations are financed. Once designated, each Merger Committee shall fill its own vacancies by selection made by the remaining members of that Merger Committee.

3. Within ___ days of the execution of this Protocol Agreement, the Merger Committees shall compile, verify, certify and exchange (in electronic Excel format whenever possible) employment data for each pilot on their respective pre-merger seniority lists, as follows.

a. The information certified and exchanged will include the following information:

(1) Each pilot's name; employee number; seniority number; date of hire; occupational seniority date and any other date relevant to the pilot's placement on the pre-merger seniority list; date of birth; seat, aircraft, domicile, and information reflecting each pilot's availability to engage in revenue flying (i.e., leave status, instructor status, management pilot status,

medical/disability status);

- (2) For each pilot, the start and end date of any furlough, period of disability, or leave of absence, or any intervening period of service with the pre-merger carrier other than as a flight deck crew member; an explanation for the furlough, period of disability, leave of absence, or period of service other than as a flight deck crew member; and an explanation of the effect, if any, of the furlough, period of disability, leave of absence, or period of service other than as a flight deck crew member on the pilot's seniority, longevity, compensation and/or benefits;
- (3) The identification, with an appropriate designator on the seniority list, of any pilot whose placement on the pre-merger list was determined by a prior seniority integration agreement or award. Provide each such pilot's dates of employment at predecessor airlines, subject to previous seniority integrations (e.g., TWA, Reno, Air Cal, TCA, America West, Piedmont, USAirways Shuttle, PSA, Empire).
- (4) The identification, with an appropriate designator on

the seniority list, of any pilots with grandfather, preferential hiring or similar special rights by agreement or prior seniority integration award that are limited as to category, domicile or status within the flight deck crew, and an explanation for each such special rights.

(5) The identification, with an appropriate designator on the seniority list, of any pilots who appear on multiple pre-merger seniority lists (American, USAirways (East), USAirways (West)).

(6) Similar information for any pilot who has been terminated or otherwise removed from the pre-merger seniority list, whose status is the subject of any pending litigation or dispute.

b. The certified seniority lists will reflect the status quo as of December 9, 2013; provided, that this will be without prejudice to any Merger Committee's position on the appropriate "snapshot" or "constructive notice" date.

4. The Merger Committees will provide additional relevant data (in electronic Excel format whenever possible) to the other Merger Committees

upon written request in the course of the seniority integration process.

5. New American will provide information relevant to the seniority integration (in electronic Excel format whenever possible) on the written request of any Merger Committee, provided that the information is relevant to the issues, and the requests are reasonable and do not impose undue burden or expense, and so long as the Merger Committees agreed to appropriate confidentiality terms. Such information shall be provided by New American to all Merger Committees on an equal basis.

6. In accordance with paragraph 10.a. of the MOU, until April 9, 2014 the Merger Committees (and, to the extent New American desires, New American), may negotiate with respect to an integrated seniority list; provided, that neither the MOU nor this provision shall prohibit such negotiations beyond that date by mutual agreement of the Merger Committees (and New American, as applicable).

- a. Any such negotiations shall be directed to the establishment of a fair and equitable integrated seniority list within the meaning of the McCaskill Bond Act and Section 3 of the Allegheny/Mohawk Labor Protective Provisions; provided, that any such integrated seniority list shall comply with the conditions set forth in paragraph 10.b. of the MOU.

- b. The subject matters to be resolved by the negotiators will include:
- (1) first, to attempt to resolve any and all disputes and inconsistencies with regard to the employment data exchanged pursuant to paragraph 3 above, and to reduce to writing any remaining areas of disagreement, with a statement of each negotiating party's position;
 - (2) second, to determine the "snapshot date" as of which the pre-merger seniority lists will be integrated, and the "constructive notice" date after which pilots hired shall be deemed to have been on constructive notice of the merger;
 - (3) third, the pre-merger fleets for which each pre-merger group will be entitled to credit and the projected future combined fleet including, without limitation, aircraft on hand, on order, and/or on option as agreed by the negotiators;
 - (4) fourth, the staffing assumptions to be applied to the fleets established pursuant to subparagraph b.(3)

above;

(5) fifth, the pilot bidding patterns (“stovepipe” or otherwise) to be assumed in applying the fleet and staffing assumptions established pursuant to subparagraphs b.(3) and (4) above; and

(6) sixth, the methodology or methodologies to be applied to integrate the pre-merger seniority lists including, without limitation, construction of the integrated seniority list and applicable conditions and restrictions.

c. The Merger Committees (and, as applicable, New American) may jointly agree to the assistance of a neutral mediator at any point during the negotiations. The fees and expenses of any such mediator shall be paid by New American.

d. The Merger Committees (and, as applicable, New American) may enter into written agreements and/or stipulations to resolve and/or limit the issues to be submitted to the Arbitration Board for resolution.

7. If the Merger Committees (and New American, as applicable) do

not reach agreement on an integrated seniority list by April 9, 2014, they shall within 15 days thereafter select three neutral arbitrators to serve as a Board of Arbitration in accordance with the MOU and this Protocol Agreement. The Arbitration Board shall be selected by each Merger Committee submitting to the other Merger Committee(s) a list of _ arbitrators. Any names common to the Merger Committees' lists will be appointed to the Arbitration Board. To the extent that positions on the Arbitration Board remain unfilled and the Merger Committees are unable to agree on the remaining arbitrators, the remaining arbitrators shall be selected by alternate strike from the arbitrators proposed by the Merger Committees. The Merger Committees shall determine by agreement or by lot the order of striking.

8. The Arbitration Board shall have the authority to establish a fair and equitable integrated seniority list within the meaning of the McCaskill Bond Act and Section 3 of the Allegheny/Mohawk Labor Protective Provisions; provided, that any such integrated seniority list shall comply with the conditions set forth in paragraph 10.b. of the MOU. The Arbitration Board shall also have the authority to resolve any dispute regarding the employment data exchanged by the Merger Committees pursuant to paragraph 3 above; to resolve any other dispute regarding the production of information under this Protocol Agreement; to resolve all procedural matters regarding the arbitration; and to resolve any dispute regarding the interpretation and application of this Protocol Agreement.

9. The parties to the arbitration will be the Merger Committees and New American; provided, that in accordance with paragraph 10.d. of the MOU, New American shall remain neutral regarding the order in which pilots are placed on the integrated seniority list, but such neutrality shall not prevent New American from ensuring that the Arbitration Board's Award complies with the conditions set forth in paragraph 10.b. of the MOU.

10. In accordance with paragraph 10.a. of the MOU, the arbitration proceeding will commence no later than 60 days after the designation of the Arbitration Board, or as soon thereafter as practicable given the availability of the designated arbitrators; provided, that in no event shall the proceeding commence prior to the final approval of the Joint Collective Bargaining Agreement pursuant to the deadlines and procedures in paragraph 27 of the MOU.

11. The arbitration hearing will be limited to __ hearing days; provided, that with the concurrence of the Merger Committees and New American, or at the request of the Board of Arbitration, the hearing may be extended up to an additional __ days. In advance of the hearing, the Arbitration Board shall convene an in-person or telephonic pre-hearing conference or conferences with the parties, to establish rules of procedure, receive stipulations, establish the location(s) of the hearing, set time limits, define issues, establish a schedule for the submission of pre-hearing statements of position, set the order of proof on issues, and deal with other

pre-hearing and procedural matters.

12. At the conclusion of the arbitration hearing, the Arbitration Board will establish a schedule for the submission of post-hearing briefs, and oral argument before the Arbitration Board.

13. Prior to issuing a final Award, the Arbitration Board will submit a proposed Award to the Merger Committees and New American for the purpose of reviewing the Arbitration Board's determinations, and the Arbitration Board shall receive written comments and suggestions as to the proposed Award, with copies to the Merger Committees and New American. The Merger Committees and New American may submit written response to the comments and suggestions of the other parties, with copies to the Merger Committees and New American.

14. The Board of Arbitration shall issue its final Award within six (6) months of the commencement of the arbitration hearing, and in any event not later than 24 months after the Effective Date of the MOU.

15. The Arbitration Board will include in its Award a provision retaining jurisdiction until all of the provisions of the Award have been satisfied for the limited purpose of resolving disputes which may arise with regarding the interpretation, application or implementation of the Award; and shall establish, as part of the Award, a process for the processing and

resolution of such disputes.

16. In accordance with paragraph 10.c. of the MOU, the integrated seniority list resulting from the process established by the MOU and this Protocol Agreement, whether arrived at through agreement or arbitration, shall be final and binding on APA and USAPA (and/or the certified bargaining representative of the combined pilot craft and class), New American and its successors (if any), and all of the pilots of American, USAirways, and New American.

17. In accordance with paragraph 7. of the MOU, New American will make positive space transportation available to members of the Merger Committees when engaged in activities related to seniority list integration.

18. One half of the \$4 million provided for in paragraph 7. of the MOU shall be allocated for reimbursement of expenses incurred by the Merger Committee representing the American Pilots, and one half shall be allocated for reimbursement of expenses incurred by the Merger Committee(s) representing the USAirways Pilots.

19. Unless otherwise specified in this Protocol Agreement, the Merger Committees, New American, and the Arbitration Panel shall conduct all proceedings and make decisions in a manner consistent with the McCaskill-Bond Act and shall establish and abide by time limits set out in the MOU. The

deadlines and other dates outlined above notwithstanding, nothing in this Agreement shall be construed to imply that the Merger Committees, New American, any Mediator or the Arbitration Board should schedule any proceedings in a manner that might jeopardize the ability of the Merger Committees, New American, the Mediator or the Arbitrators to have a full and careful presentation and consideration of the evidence and arguments necessary and appropriate for the important matters at issue and to permit a reasoned and orderly development of a fair and equitable integrated seniority list.

20. Further elements of the seniority integration protocol may be established by written agreement.

Dated: January __, 2014.

ALLIED PILOTS ASSOCIATION

By:

US AIRLINE PILOTS ASSOCIATION

By:

NEW AMERICAN AIRLINES

By: