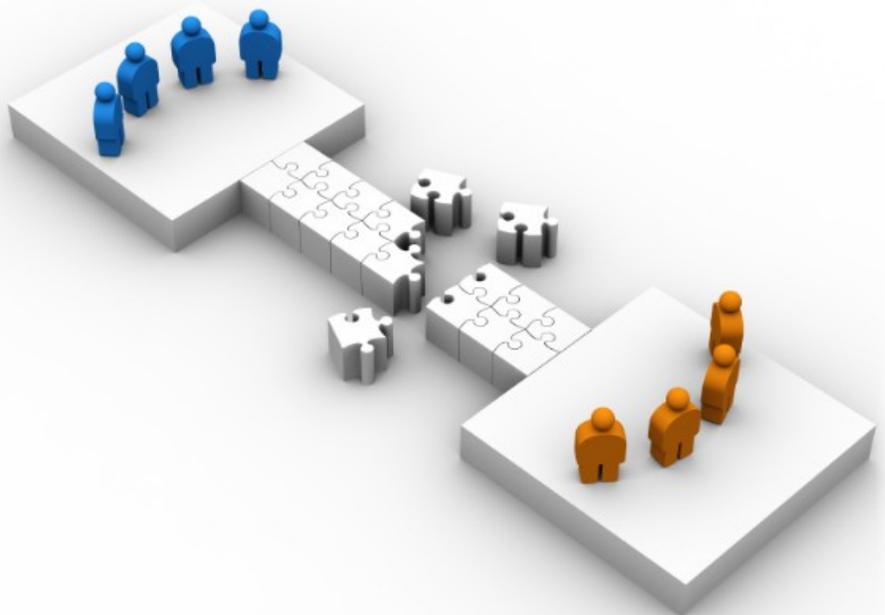




USAPA MERGER COMMITTEE

PROPOSED CONDITIONS AND RESTRICTIONS

A SENIORITY SOLUTION
FOR ALL
US AIRWAYS PILOTS



USAPA MERGER
COMMITTEE

Bob Davison, Chairman
Jess Pauley

OVERVIEW AND HIGHLIGHTS
FULL PROPOSED CONTRACT LANGUAGE INCLUDED

OCTOBER 2010

E-mail: merger@usairlinepilots.org

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From the President

I would like thank you for taking the time to stay informed about the issues that are important to all US Airways pilots. USAPA has produced this handout to help provide you with a basic understanding of our seniority proposal including its associated Conditions and Restrictions. In addition to this handout, you can access more detailed information at our website. It is our hope that, through the active participation of all of our pilots, we will continue to build an independent pilot union to successfully defend and enhance our careers.

No matter where you stand on the seniority integration issue, a thorough understanding of USAPA's position on Section 22 of our contract is a necessity. USAPA has adhered to its Constitution in seeking to accommodate the objectives of date-of-hire seniority with appropriate consideration of pre-merger career expectations. At this crossroad, each of us must make an honest assessment as to where our career stands and what the merger has added to our collective futures.

Mike Cleary
President
US Airline Pilots Association

A Message to all US Airways Pilots

*Bob Davison
USAPA Merger Committee Chairman*

USAPA's Merger Committee has been charged with the responsibility of working with the USAPA Board of Pilot Representatives to develop and implement USAPA's seniority integration strategy. Going forward, and pursuant to the seniority provisions of the USAPA Constitution, we have committed ourselves to a date-of-hire seniority integration methodology with appropriate Conditions and Restrictions to protect the career interests of all of our pilots.

The seniority issues have been difficult, divisive and contentious for our pilot group. It is important for us to acknowledge that the company and its pilots have a problem, which left unsolved, will preclude the successful integration of the two premerger airlines. ALPA tried and failed to find a viable way out of the seniority logjam that we are currently embroiled in and, as a result, it is clear to us that USAPA provides the only workable solution to our joint problem.

Creating a fair and equitable method to blend these two disparate pilot groups has been no small task. Some members of our board were not comfortable with the extent to which the exercise of seniority was undercut by the level of protection that we have provided the former America West pilots. In the end, the Merger Committee successfully argued that the only way to create a durable list was to include the high level of protections contained within the proposal. Our new union is committed to the preservation of date-of-hire principles, principles that have been embraced by all of the other labor groups on this property and now by the pilot group as well. That said, we also recognize that to simply implement a straight date-of-hire seniority list, without adequate Conditions and Restrictions, would not provide for due consideration of our fellow pilots' pre-merger career expectations. That would be an inadequate solution. With that in mind we have worked extremely hard to create a set of Conditions and Restrictions that will protect the pre-merger career expectations of the former America West pilots, while at the same time moving this pilot group towards a truly date-of-hire seniority system.

It is our hope that once you have had the opportunity to study the seniority list and its associated Conditions and Restrictions you will agree with us that it provides a viable path to a fair and equitable integration of our pilot workforce.

Thank you.

USAPA's Proposed Conditions and Restrictions

Overview

(References to the LAS remain for the possibility of the LAS base reopening)

Fair And Equitable

The guiding principle involved in the formation of the Conditions and Restrictions is to be fair and equitable to all US Airways pilots. This includes the recognition that date-of-hire is a cornerstone in the foundation of our union while protecting each pilot's pre-merger career expectations.

Seniority List Overview

The USAPA seniority list was constructed using the certified lists from January of 2007.

Pilots hired after that time were added to the list in date-of-hire order

The certified lists were not reordered during the construction of the seniority list.

Commencement Date

The Conditions and Restrictions associated with the seniority list become effective upon the signing of a ratified contract.

Protected Positions

A core objective of the Conditions and Restrictions is to protect the west pilots from being displaced from their current positions by more senior east pilots until the seniority list achieves an overall balance. In addition to displacement protection, the Conditions and Restrictions provide advancement opportunities for west pilots as well.

We will begin by examining the concept of protected positions.

The total number of captain positions and the total number of first officer positions that existed in Phoenix or Las Vegas as of June 1, 2008 will be allocated as west protected positions. The significance of the June 1, 2008 date is that it utilizes the staffing levels in the west that prevailed prior to the recent furloughs thereby providing a number of protected positions that actually exceeds position levels under existing operations. Protected positions are reserved for west pilot bidding. Moreover, displaced or furloughed west pilots have priority over more senior east pilots in bidding for these positions.

If a west pilot successfully bids an east position or chooses not to exercise his or her right to a protected position, the number of protected positions will be reduced accordingly.

West Protections – Growth Upgrades

West pilots will have exclusive bidding rights to all promotional opportunities arising from normal west attrition and all promotional opportunities arising from growth up to the June 1, 2008 staffing levels. In addition, if West positions increase above the initial pre-furlough protected positions count of June 1, 2008, west Captain upgrades are shared with east pilots on a 1 for 1 basis thereby creating a significantly larger share of promotional opportunities for west pilots than an actual East-to-West ratio or seniority-based bidding would permit.

West Protections – System Bidding

If a west pilot desires to bid to a base other than Phoenix or Las Vegas, it is available to him or her throughout the term of the Conditions and Restrictions on a date-of-hire basis. The vacated position will then be removed from the number of west protected positions.

Reductions

Reductions of Captain positions system-wide are shared on a ratio basis. Thus, such demotions will be shared proportionately by the two pilot groups with the foreseeable result that senior east captains will be demoted before more junior west pilots. The actual number of captain positions in each aircraft category determines the ratios

Reduction ratios are aircraft and pay group specific and are initially established on the Commencement Date.

The ratios are then readjusted 12 months following the Commencement Date to recognize staffing realignment due to work rule changes.

Future Aircraft Types

Pay-replacement aircraft are included in reduction ratios and protected positions. This ensures that the reduction ratios remain in place in the event the company elects to operate aircraft other than those on the property now.

West Recapture

West pilots have recapture rights to west protected positions from furlough or reduction ratio displacement.

West Protections – EMB190 in PHX

If necessary, Embraer 190 positions in Phoenix or Las Vegas will be included as protected positions. In other words, as an additional domicile protection, in the event that the company would decide to replace the current aircraft based in Phoenix or Las Vegas with Embraer 190 aircraft, the affected west protected positions would transfer to the Embraer 190 aircraft to avoid involuntary displacement of a west pilot to another domicile. The west protections transfer back to the larger aircraft if the company returns those aircraft into service in Phoenix or Las Vegas.

West EMB190 Positions

One third of the positions on up to 25 Embraer 190 aircraft are allocated to west pilots on a vacancy basis. These positions, that are not base-specific will be filled on subsequent bids until the west quota is attained. This allocation is in addition to the protected position provisions described previously.

West Attrition

West captain position vacancies resulting from west captain retirements from protected positions are reserved for west first officers, thus allowing west first officers to capture west attrition.

East Displacements

Any east first officers who are involuntarily displaced to the west will be restricted to a first officer position. This precludes an east first officer from obtaining an upgrade through displacement to the west.

System Seniority Rules

In the event the company decides to furlough pilots, the order of the furloughs will be in reverse integrated system seniority. Note that upcoming retirements, along with contractual minimum block hours and utilization limits and improved work rules, strongly diminish the possibility of a pre-merger pilot being furloughed in the future.

Catastrophic Reduction

If events cause the company to reduce the size of the pilot force by 25% or more, vacancies will be filled on an integrated system seniority basis.

Duration of Conditions and Restrictions

The duration of the Conditions and Restrictions will be 10 years from Commencement Date

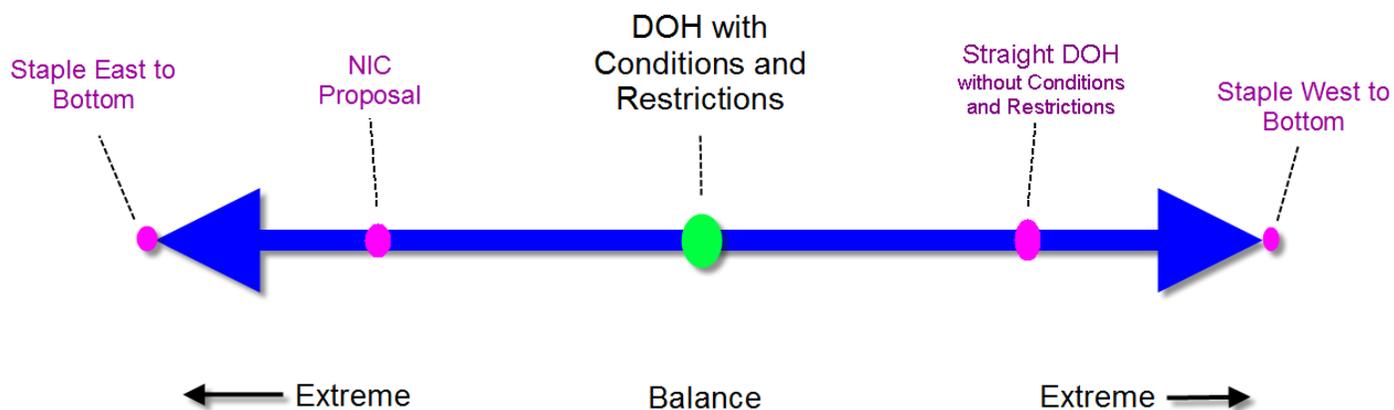
Summary

The Conditions and Restrictions provide reasonable and extensive protections for our pilot group.

The provisions include substantial job and base protections, an equitable way to share pain in the event of downsizing, as well as an equitable way of allocating promotional opportunities in the event of growth in the airline.

Thank you again for taking the time to educate yourself concerning the content of USAPA's seniority proposal. We understand that when it comes to seniority integration, every pilot, other than seniority list pilot #1, has something that he or she would like to see modified in the outcome. It is our hope that when viewed in total, our pilots will conclude that the USAPA seniority list with its associated set of Conditions and Restrictions has achieved an appropriate level of protections and benefits for all of our pilots.

Effect of Various Seniority Integration Methods on the Combined Pilot Group



USAPA's Proposed Conditions and Restrictions

Questions and Answers

1. I am a pilot based in PHL. When will I be able to get a bid in PHX or LAS?

You will be able to obtain a bid position in PHX or LAS (should LAS reopen) when you can hold it with your system-wide seniority and when there is an opening. New positions in PHX or LAS will be open to East pilots when there is growth in the West above the 1 June 2008 staffing levels. Existing positions in PHX or LAS will become available to East pilots when West pilots voluntarily bid East positions, thus releasing previously protected positions to the integrated system bid process. (Note: this is true provided that the West staffing has returned to the June 1, 2008 level). These restrictions are in place to protect the West pilots from bump and flush. Should there be new equipment (not pay-equivalent replacement aircraft) introduced in PHX or LAS, vacancies will be filled based upon a system-wide seniority bid (with the possible exception that some EMB190 flying would need to be considered protected flying should West 757, A320 or 737 flying be reduced).

2. Please explain the way things work when the company furloughs pilots.

Furloughs will be administered on a date-of-hire basis.

3. How does the ratio system work when the company reduces the amount of flying we do?

First of all, the ratio system is only applicable when there are reductions to the amount of flying that either pilot group is performing as of contract signing, and as subsequently adjusted one year after the contract signing. The ratio system only applies to captain positions; it does not apply to first officer positions.

The mechanics of the process are as follows:

A snapshot of the number of positions available in each applicable aircraft position will be recorded. For this example, we will say there are an equal number of AB320 captain positions West and East, 100 each. Now we will assume that 20 AB320 positions are eliminated in PHX. There are now 180 total positions available, down from the original 200. In order to maintain the original ratio of 1 to 1, system-wide there will be 90 positions allocated for East pilots and 90 positions will be allocated for West pilots. The overall result is that there will be a loss of 20 actual bid positions in PHX, the loss of which will be shared with the East pilot group. This means that 10 West pilots will lose their seat and 10 West AB320 captains will be permitted to displace to the East operation, displacing 10 East AB320 captains, and thus maintaining the original ratio. Displaced pilots will be placed within any base bid category in system-wide seniority order. Displacement captain positions will be filled by a seniority bid from within the existing applicable aircraft type captain bid category. Keep in mind that this procedure is bi-directional; East pilots may displace West if East flying is reduced. West captains displaced to the East will retain protected position rights in LAS and PHX.

4. As an East pilot, I am concerned that USAPA has abandoned date-of-hire principles with the ratio system. Why was this done?

Date-of-hire principles have not been abandoned. The US Airways integrated pilots system seniority list took the two premerger pilot groups' 1 January 2007 certified seniority lists and integrated them on a date-of-hire basis (there was no reordering of the preexisting lists). All pilots hired subsequent to the certification of those lists have been added in date-of-hire order. As the representative for all pilots at US Airways, USAPA determined this it was appropriate to provide West pilots with the ability to obtain career advancement out of seniority order within West operations and to provide West captains with extra protection from force reductions leading to loss of position. USAPA is committed to DOH principles but at the same time recognizes the need for a transition period with special conditions to accommodate the large disparities in seniority.

5. I fly out of PHX. How is my job going to be affected under the terms of the conditions and restrictions?

Assuming a static fleet and no transfer of flying, the near-term short answer is very little, if at all. Subject to the terms of the proposal, your position is protected. You may bid into the East system now if your seniority allows you to capture a job opportunity you desire, or you may stay in your current seat.

6. If the company pulls all the 737s out of PHX, what happens to the jobs?

If the company replaces the 737s with a pay-equivalent aircraft (or the EMB190), the protective provisions apply and the jobs remain with the West pilots subject to the terms of the proposal. If the company transfers the 737s to the East bases or the 737 reduction in PHX represents a system-wide reduction in 737 flying, the reduction ratio system would apply for the captain positions affected.

7. Explain what is meant by "protected positions".

The number of captain and first officer positions in LAS and PHX as of 1 June 2008 are designated as "protected positions". These positions are reserved for West pilots and are unavailable to East pilots. However, if a West pilot chooses to exercise his system-wide seniority and take a bid in the East, then the number of protected positions is reduced accordingly and that opens up a West position for anyone to bid on a system-wide seniority basis. (Note: If the West staffing is less than the 1 June 2008 level, there will be more protected positions than West pilots. Until the West staffing level returns to the 1 June 2008 level or there is a drop in the number of protected positions to match the actual staffing level (through West pilots voluntarily and successfully bidding to an East position), a West pilot accepting an East bid position will not open a West position for integrated system seniority bidding.) West first officers are able to move into West protected captain positions as retirements occur.

8. Is it possible for a West pilot to bid a position in CLT?

Yes, at any time. West pilots may bid a position in any base based on system-wide seniority. However, should a West pilot bid out of what was formerly a West base, the number of West protected positions is reduced and the West pilot gives up his/her right to all protected position provisions. To be clear, in this context, bidding a position means a pilot actually being awarded a position after a successful bid.

9. If international flying or A330 flying is introduced in PHX, would that flying be part of the protected positions?

No. Protected position provisions are limited to domestic flying (including Canada, Mexico, and the Caribbean) and pay-equivalent replacement aircraft.

10. If flying is transferred (with no net increase or reduction) between PHX and CLT, how will the positions be filled?

The reduction ratio system would apply because of the loss of flying to one of the premerger pilot groups. In this scenario, essentially the captains could follow the aircraft to the base where the flying was transferred to, with no displacements necessary. First officer positions would be filled by system bid.

11. What happens if there are no longer enough West pilots to fill the positions allocated to them as protected positions or West pilots choose not to fill other positions allocated to them?

The unfilled positions permanently revert to system-wide seniority bid positions.

Note: This does not apply when there are unfilled protected positions due to furlough.

12. What happens if there are insufficient bidders?

If any protected position is not filled by a West pilot during the bidding and awarding process, that protected position will be eliminated and the position will be subject to date-of-hire bidding in all subsequent system bids.

13. I have been a West F/O near the top of our list for a while. My opportunity for upgrade seems to be slipping, especially considering the recent reductions in flying. How will I be able to upgrade in PHX?

All West Captain positions that existed on 1 June 2008 have been designated protected positions for former West pilots. Once the 1 June 2008 level has been achieved, additional captain vacancies in PHX and LAS will be shared equally between former East and West pilots. Additionally, West captain vacancies due to attrition are reserved for West pilots. You can of course upgrade anywhere in the system at any time that your date-of-hire will permit.

14. If a new Base is announced, who will be able to bid for the new positions?

Positions in a new Base will be filled by a system bid. Anyone with sufficient system seniority will be eligible to bid for the newly created positions.

15. If I go out on a short term or long-term disability, will I lose the protected position in PHX and LAS for myself and the other protected pilots in those bases?

No.

16. It seems to me as a West pilot that these Conditions and Restrictions effectively “lock” West pilots into Phoenix. Why can’t I bid an East position right away?

The Conditions and Restrictions were designed to handle the large difference in seniority that generally exists between the former East and West pilot groups. Broadly speaking, the Conditions and Restrictions function as a one-way fence to protect the West pilots from being overwhelmed by East pilots bidding for West vacancies. East pilots are restricted from exercising their seniority to obtain positions in the West except under limited, specific conditions. West pilots may bid and be awarded East positions at any time.

Practically speaking, the likely effect of the Conditions and Restrictions is that West pilots will remain in PHX and East pilots will remain in the East bases until the disparity in seniority begins to lessen as large amounts of East retirements occur over the coming years. Eventually, the entire US Airways pilot group will function on a pure date-of-hire system.

It is important to note that these conditions and restrictions represent USAPA's current proposal to the company. Nothing is set in stone until both parties have signed a joint contract and that contract has been ratified by a majority of USAPA members.

US AIRWAYS SENIORITY INTEGRATION

With respect to operational pilot integration, the parties hereby agree to the following terms, provided that the provisions of the collective bargaining agreement shall apply except as modified herein, and in the event of a conflict, the provisions herein shall apply:

I. SENIORITY LIST

A single US Airways pilot seniority list is hereby created, and attached as Appendix A, based on the integration of the pre-merger US Airways (hereinafter, "East") and former pre-merger America West (hereinafter, "West") certified pilot seniority lists of January 2007, and as appended by those pilots hired subsequently (hereinafter, "new-hire pilots"), on a date-of-hire basis. The parties agree that it is their intention that the Appendix A list should in no way alter the relative seniority positions within the respective pre-merger East and former America West pilot seniority lists and that any future transaction with another carrier covered by Section 1 of the Agreement will be conditioned on that carrier's agreement to preserve the relative seniority positions created by Appendix A. New-hire pilots will be placed on the seniority list in date-of-hire order.

II. COMMENCEMENT DATE

The integrated seniority list and these conditions and restrictions shall become effective immediately upon the signing of a single collective bargaining agreement (hereinafter, "Commencement Date").

III. CONDITIONS AND RESTRICTIONS

The following conditions and restrictions will apply for the benefit of those pilots who were on the pilot seniority lists on 1 June 2008. Except for those conditions and restrictions expressly

41 provided for below, the Appendix A integrated seniority list shall
42 govern in all seniority-related matters, including, but not limited
43 to, promotion and demotion, choice of vacancies, filling of
44 vacancies, assignment or reassignment due to expansion or
45 reduction in schedules, retention in case of reduction in force, and
46 re-employment after release due to reduction in force.
47 Notwithstanding any of the foregoing and section VII below, for
48 purposes of determining furlough, the former Empire pilots shall
49 be governed by § 20.B of the Piedmont/ALPA Letter of
50 Agreement dated February 12, 1986. The conditions and
51 restrictions provided below are intended to determine the number
52 of positions that the Company awards to each pilot group and are
53 not otherwise to affect the manner in which the Company closes
54 the bids or administers the bid-closing or seniority provisions of
55 the collective bargaining agreement. The reduction ratios in
56 Section III.i, III.ii, and III.iii below shall initially be set per
57 existing positions on the Commencement Date. Twelve months
58 following the Commencement Date, the reduction ratios will be
59 permanently readjusted to reflect the positions available at that
60 time (“ReadjustmentDate”).

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63 i. B757 or pay-equivalent replacement aircraft

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Reductions of domestic Captain positions will be allocated based on the ratio of East to West B757 domestic Captains. A worksheet suitable for the allocation accounting between the pilot groups shall be produced by the USAPA merger committee within 15 working days of the Commencement Date or Readjustment Date and necessary bid data receipt, and shall be attached as Appendix B. Domestic B757 Captain displacement positions in LAS or PHX allocated to East pilots shall be filled by a seniority bid within the East domestic B757 or pay-equivalent Captain bid category from the existing most recent previous bid award, with preference given to Captains currently holding a bid position or a bid award on the displacement position aircraft type. Domestic B757 Captain displacement positions in BOS, LGA, DCA, CLT, or PHL allocated to West pilots shall be filled by a seniority bid within the West B757 or pay-equivalent domestic Captain bid category from the existing most recent previous bid award, with

81 preference given to Captains currently holding a bid position or a
82 bid award on the displacement position aircraft type. In the event
83 that displacement positions are not filled by the above procedure,
84 the positions shall be filled by a seniority bid from within the
85 respective West or East pilot group.

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87 ii. A320 series or pay-equivalent replacement aircraft

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89 Reductions of Captain positions will be allocated based on the
90 ratio of East to West A320 series Captains. A worksheet suitable
91 for the allocation accounting between the pilot groups shall be
92 produced by the USAPA merger committee within 15 working
93 days of the Commencement Date or Readjustment Date and
94 necessary bid data receipt, and shall be attached as Appendix C.
95 Displacement positions in LAS or PHX allocated to East pilots
96 will be filled by a seniority bid within the East A320 or pay-
97 equivalent Captain bid category from the existing most recent
98 previous bid award, with preference given to Captains currently
99 holding a bid position or a bid award on the displacement position
100 aircraft type. Displacement positions in BOS, LGA, DCA, CLT,
101 or PHL allocated to West pilots shall be filled by a seniority bid
102 within the West A320 or pay-equivalent Captain bid category
103 from the existing most recent previous bid award, with preference
104 given to Captains currently holding a bid position or a bid award
105 on the displacement position aircraft type. In the event that
106 displacement positions are not filled by the above procedure, the
107 positions shall be filled by a seniority bid from within the
108 respective West or East pilot group.

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110 iii. B737

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112 Reductions of Captain positions will be allocated based on the
113 ratio of East to West B737 Captains. A worksheet suitable for the
114 allocation accounting between the pilot groups shall be produced
115 by the USAPA merger committee within 15 working days of the
116 Commencement Date or Readjustment Date and necessary bid
117 data receipt, and shall be attached as Appendix C. Displacement
118 positions in LAS or PHX allocated to East pilots will be filled by
119 a seniority bid within the East B737 Captain bid category from the
120 existing most recent previous bid award. Displacement positions

121 in BOS, LGA, DCA, CLT, or PHL allocated to West pilots shall
122 be filled by a seniority bid within the West B737 Captain bid
123 category from the existing most recent previous bid award. In the
124 event that displacement positions are not filled by the above
125 procedure, the positions shall be filled by a seniority bid from
126 within the respective West or East pilot group.

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128 iv. EMB 190 AIRCRAFT

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130 West pilots shall be entitled to one-third of the Captain and one-
131 third of the First Officer positions (“West E190 allocation”) on the
132 first 25 EMB190 aircraft delivered. In the event that there are
133 insufficient vacancies in the first bid following the execution of
134 these conditions, West pilots shall be entitled to be awarded the
135 remaining vacancies in subsequent bids until attaining the West
136 E190 allocation. In no event shall any pilot holding an EMB190
137 bid position be displaced to comply with the above. Once
138 established, the maximum number of EMB190 positions allocated
139 for West pilots for the first 25 EMB 190 aircraft shall remain
140 constant throughout the term of the conditions and restrictions. If
141 the number of EMB190 aircraft operated by the company falls
142 below 25, the West E190 allocation will be reduced to represent
143 one-third of the actual Captain positions available and one-third of
144 the actual First Officer positions available and any displacements
145 shall be accomplished to maintain a 1 to 2 West to East ratio of
146 Captain positions, and a 1 to 2 West to East ratio of First Officer
147 positions. The West E190 allocation is in addition to the
148 protections listed in section IV below.

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151 IV. DOMICILE PROTECTION

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153 All pilots will be placed within any bidding category list according to
154 the integrated seniority list order.

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157 i. Domestic B757 (or pay-equivalent replacement aircraft) and
158 B737/A320 series (or pay-equivalent replacement aircraft) Captain
159 and First Officer Positions in LAS and PHX

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161 Effective on the Commencement Date, the combined number of
162 Captain positions that existed in LAS and PHX as of 1 June 2008
163 and the combined number of First Officer positions that existed in
164 LAS and PHX as of 1 June 2008 shall be initially allocated to
165 pilots on the West seniority list as protected Captain positions and
166 protected First Officer positions. Protected positions shall not be
167 available for integrated seniority bidding and shall only be
168 available to West pilots for bidding during the term of these
169 conditions. At all times, the current number of protected Captain
170 positions and protected First Officer positions shall never be
171 greater than the initial number of protected positions for each
172 category. A pilot who voluntarily fails to exercise his right of
173 occupying a protected bid position, bidding for a protected
174 position, or reinstatement to a protected position when available to
175 him/her shall forfeit his/her right with respect to all protected
176 position provisions, and the number of protected positions within
177 his/her category shall be permanently adjusted downward
178 accordingly in concert with section VI below. The provisions of
179 Section III.i, III.ii and III.iii (reduction ratios) shall supersede all
180 protected position provisions of this section when applicable;
181 however, when the provisions of Section III.i, III.ii, and III.iii no
182 longer apply or are reduced, a West pilot may displace a former
183 East pilot in order to recapture a protected position.

- 184
185 ii. Addition of B757, B737 or A320 series (or pay-equivalent
186 replacement aircraft) positions in LAS or PHX

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188 If the number of combined Captain positions in LAS and PHX is
189 greater than the initial number of protected Captain positions in
190 LAS and PHX, additional Captain vacancies in LAS and PHX
191 shall be allocated on a ratio of 1 West pilot to 1 East pilot.

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193 iii. EMB190 positions in LAS and PHX

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195 In the event that EMB190 positions are introduced in LAS or
196 PHX and the total number of B757, B737 and A320 series (or
197 pay-equivalent replacement aircraft) positions is less than the
198 aggregate number of LAS and PHX positions as of 1 June 2008,
199 the protections of IV.i and IV.ii above are extended to include
200 EMB190 positions in LAS or PHX as available until reaching a

201 total maximum number of protected positions as defined in IV.i
202 above and as adjusted per VI below. Any EMB190 protected
203 positions in LAS or PHX shall be evenly divided between Captain
204 and First Officer positions. A pilot shall not forfeit his/her right
205 of reinstatement to a B757/B737/A320 series aircraft (or pay-
206 equivalent replacement aircraft) position under Section IV.i by
207 bypassing or accepting an EMB190 position in LAS or PHX. In
208 the event of the reintroduction of B757/B737/A320 series aircraft
209 (or pay-equivalent replacement aircraft) positions in LAS or PHX,
210 the E190 protected positions shall be reduced downward
211 accordingly so as to maintain the total number of protected
212 positions as defined in Section IV.i.
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214 iv. West First Officer Positions

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216 East First Officers displaced to LAS or PHX shall be restricted to
217 West First Officer positions.
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220 VI. INSUFFICIENT BIDDERS

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222 In the event that either pilot group fails to fill its allotment of
223 positions on an aircraft type under the quota and ratio systems
224 outlined in the above sections, the members of the other pre-
225 merger group shall be entitled to be awarded any positions for
226 which there are insufficient bidders and the conditions and
227 restrictions applicable to the position in question – on a one-for-
228 one basis – shall no longer be subject to the limitations specified
229 herein, but shall instead be awarded pursuant to the integrated
230 seniority list and merged collective bargaining agreement.
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234 VII. FURLOUGH

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236 Furlough and recall shall be accomplished on an integrated
237 seniority list basis and shall supersede protected position
238 provisions.
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242 VIII. CATASTROPHIC REDUCTION

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242 In the event of a reduction to 75% or less in the total number of
243 combined former East and West pilot positions that existed on 1
244 June 2008 (including new-hire pilots), notwithstanding all other
245 provisions of these conditions, the Appendix A integrated
246 seniority list shall govern in all seniority-related matters,
247 including, but not limited to, promotion and demotion, choice of
248 vacancies, filling of vacancies, assignment or reassignment due to
249 expansion or reduction in schedules, retention in case of reduction
250 in force, re-employment after release due to reduction in force and
251 all conditions and restrictions herein immediately cease to be in
252 force except, for the purposes of determining furlough, the former
253 Empire pilots shall be governed by § 20.B of the Piedmont/ALPA
254 Letter of Agreement dated February 12, 1986. If within 12
255 months of a catastrophic reduction, the total number of pilot
256 positions increases to a level of 80% or greater of the total number
257 of combined former East and West pilot positions that existed on
258 1 June 2008, all provisions of these conditions shall be reinstated
259 immediately, however no displacements shall be permitted,
260 notwithstanding all other provisions of these conditions.

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263 IX. COMPANY ADMINISTRATIVE DATA SUPPORT

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265 The company shall provide a pilot data report to the most accurate
266 extent possible in spreadsheet format to the USAPA merger
267 committee within 30 days of the acceptance of these conditions.
268 This report shall include data for all US Airways pilots. The pilot
269 data report shall include the information contained in the attached
270 Appendix D. Additionally, the company shall provide the
271 USAPA merger committee with a monthly report indicating all
272 changes to the Appendix D data and other data relevant to future
273 contact methods that may become available.

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276 X. DURATION OF CONDITIONS AND RESTRICTIONS

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278 The conditions and restrictions established herein constitute an
279 integral element of adopting a merged date of hire seniority list
280 and it is the intention that these conditions and restrictions shall

281 remain in effect for a period of ten years, subject to their terms
282 with regard to expiration and insufficient bidders, even if the
283 combined US Airways-America West seniority list is
284 subsequently merged with the seniority list of another carrier.

Appendix D

1. full name
2. street address(es)
3. email address(s)
4. telephone contact(s)
5. employee number(s)
6. date of hire
7. date of birth
8. current bid position
9. status (active, retired, resigned, leave, military, supervisory, death, management, disability, sick, etc.)
10. training freeze status
11. initial or transition training assignments
12. displacements
13. awarded bid position
14. furlough data
15. recall data