

US AIRWAYS SENIORITY INTEGRATION

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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 (“Readjustment Date”).

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63 i. B757 or pay-equivalent replacement aircraft

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65 Reductions of domestic Captain positions will be allocated based
66 on the ratio of East to West B757 domestic Captains. A
67 worksheet suitable for the allocation accounting between the pilot
68 groups shall be produced by the USAPA merger committee within
69 15 working days of the Commencement Date or Readjustment
70 Date and necessary bid data receipt, and shall be attached as
71 Appendix B. Domestic B757 Captain displacement positions in
72 LAS or PHX allocated to East pilots shall be filled by a seniority
73 bid within the East domestic B757 or pay-equivalent Captain bid
74 category from the existing most recent previous bid award, with
75 preference given to Captains currently holding a bid position or a
76 bid award on the displacement position aircraft type. Domestic
77 B757 Captain displacement positions in BOS, LGA, DCA, CLT,
78 or PHL allocated to West pilots shall be filled by a seniority bid
79 within the West B757 or pay-equivalent domestic Captain bid
80 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.

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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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233 VII. FURLOUGH

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235 Furlough and recall shall be accomplished on an integrated
236 seniority list basis and shall supersede protected position
237 provisions.

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240 VIII. CATASTROPHIC REDUCTION

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

IX. COMPANY ADMINISTRATIVE DATA SUPPORT

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

X. DURATION OF CONDITIONS AND RESTRICTIONS

The conditions and restrictions established herein constitute an integral element of adopting a merged date of hire seniority list 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