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December 2, 2008

**VIA FACSIMILE, EMAIL AND
US MAIL**

Sarah Asta
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US Airways, Inc.
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400 South Hope Street
Los Angeles, CA 90071-2899

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1625 Eye Street, NW
Washington, DC 20006

Re: *Addington, et al. v. USAPA and US Airways, Inc.*

Dear Counsel,

Consistent with the Company's representations to the Court, and the Court's ruling dated November 20, 2008 (page 22, lines 9-11), Plaintiffs hereby submit their grievance as articulated in Counts One and Two of their complaint. Please confirm that the Company will agree to process this grievance with expedited consideration, consistent with representations made to the Court. Additionally, please confirm that Plaintiffs and the Company can agree to select together the single neutral to preside over the arbitration of this grievance. Finally, please confirm the Company's position on these issues prior to meet-and-confer deadline of December 10, 2008, so that the parties can inform the Court of the status of the grievance as part of the Joint Case Management Report.

Plaintiffs hereby submit the following as their grievance:

COUNT ONE

Breach of CBA: Furlough Out Of Order

1. As and for background, Plaintiffs re-allege each and every allegation set forth in their complaint as if fully set forth herein.

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2. According to West CBA terms found in the Transition Agreement, Defendant US Airways must place all pilots newly hired since the effective date of the Transition Agreement on a third seniority list entitled "New Hire Seniority List."

3. According to West CBA terms found in the Transition Agreement, Defendant US Airways must furlough all pilots on the New Hire Seniority List before it can furlough any West Pilot.

4. Since the effective date of the Transition Agreement, Defendant US Airways has hired approximately 100 new pilots to work as East Pilots.

5. Since the effective date of the Transition Agreement, the active roster of West pilots has decreased by 118 pilots, from 1894 to 1776.

6. Since the effective date of the Transition Agreement, the active roster of East pilots has increased by 239 pilots, from 3407 to 3646.

7. On or about June 12, 2008, Defendant US Airways announced plans to furlough approximately 300 pilots by April 2009.

8. Upon information and belief, Defendant US Airways plans, as part of the 300, to furlough 175 West Pilots.

9. Upon information and belief, Defendant US Airways has scheduled 57 West Pilots to be furloughed on October 1, 2008.

10. Upon information and belief, Defendant US Airways has scheduled an additional 54 West Pilots to be furloughed on November 1, 2008.

11. Upon information and belief, Defendant US Airways is in direct breach of West CBA terms found in the Transition Agreement because it:

a) Does not plan to furlough all pilots on the New Hire Seniority List before it furloughs West Pilots on October 1, 2008;
and

b) Does not plan to furlough all pilots on the New Hire Seniority List before it furloughs West Pilots on November 1, 2008.

12. Defendant US Airways has scheduled one or more Plaintiffs to be furloughed on October 1, 2008.

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13. Defendant US Airways has scheduled one or more Plaintiffs to be furloughed on November 1, 2008.

14. One or more Plaintiffs, and other West Pilots similarly situated, would likely have been promoted were it not for the West Pilot furloughs planned by Defendant US Airways.

15. One or more Plaintiffs, and other West Pilots similarly situated, will likely suffer a demotion and/or loss of wages, benefits and favorable working conditions because of the West Pilot furloughs planned by Defendant US Airways.

COUNT TWO

Breach of CBA: Failure To Negotiate In Good Faith

1. As and for background, Plaintiffs re-allege each and every allegation set forth in their complaint as if fully set forth herein.

2. In November 2007, Defendant US Airways accepted the Nicolau List, as required by the Transition Agreement.

3. According to West CBA terms found in the Transition Agreement, after Defendant US Airways accepted the Nicolau List, it was obliged to negotiate with USAPA in good faith to institute Integrated Operations by adopting a single collective bargaining agreement that would implement the Nicolau List.

4. Since April 18, 2008, Plaintiffs are informed and, therefore, allege that Defendant US Airways has been in breach of the West CBA terms found in the Transition Agreement because it has not been negotiating with USAPA in good faith to institute Integrated Operations by adopting a single collective bargaining agreement that would implement the Nicolau List.

5. One or more Plaintiffs, and other West Pilots similarly situated, have not been promoted because Defendant US Airways has not been negotiating with USAPA in good faith to institute Integrated Operations by adopting a single collective bargaining agreement that would implement the Nicolau List.

6. One or more Plaintiffs, and other West Pilots similarly situated, will likely suffer a demotion and/or loss of wages, benefits and favorable working conditions because Defendant US Airways has not been negotiating with USAPA in good faith to institute Integrated Operations by adopting a single collective bargaining agreement that would implement the Nicolau List.

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7. One or more Plaintiffs, and other West Pilots similarly situated, will be furloughed because Defendant US Airways has not been negotiating with USAPA in good faith to institute Integrated Operations by adopting a single collective bargaining agreement that would implement the Nicolau List.

Requested Relief:

- A. An order that:
- (1) Defendant US Airways shall not furlough any West Pilot before it has furloughed all pilots on the New Hire Seniority List;
 - (2) Defendant US Airways shall not furlough any West Pilot before it has furloughed all East Pilots junior to them on the Nicolau List;
 - (3) Defendant US Airways shall not amend the West CBA unless such amendment is ratified by a majority of the West Pilots.
- B. An order that Defendant US Airways shall negotiate and implement a single collective bargaining agreement that fully implements the Nicolau List;
- C. That Defendant US Airways compensate Plaintiffs for the value of lost wages and benefits caused by the injuries alleged herein;
- D. That Plaintiffs be awarded their reasonable attorneys' fees and costs in pursuing these claims against US Airways pursuant to A.R.S. § 12-341.01
- E. That Plaintiffs be granted such other relief that the neutral deems necessary and proper.

Very truly yours,


KELLY J. FLOOD

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