

LETTER OF AGREEMENT
Between
US AIRWAYS, INC.
And the
FLIGHT ATTENDANTS
In the service of
US AIRWAYS, INC.,
As represented by the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Implementation Timeline Letter of Agreement

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railways Labor Act, as amended, by and between US Airways, Inc. (hereinafter referred to as “US Airways”) and the Flight Attendants in the service of US Airways Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”).

Whereas the parties have reached agreement on a single agreement covering Flight Attendants in the service of US Airways hereinafter referred to as the “the Agreement;” and

Whereas the parties desire to specify when certain provisions of the Agreement will be implemented;

Therefore, the parties agree the following provisions shall specify the timeline of the implementation of this Agreement:

The Union agrees to provide the Company with the certified integrated seniority list no later than Date of Signing (DOS) (DOS is the date of ratification). The Company will accept such integrated seniority list, including conditions and restrictions, as provided for in Section IV of the parties’ Transition Agreement.

All provisions of the Agreement shall be implemented the 1st day of the bid month following the (DOS) as follows:

A. Section 3 Compensation:

Jury duty language, Section 3.I, will be implemented concurrent with PBS implementation. Prior to PBS implementation, East and West Flight Attendants shall receive jury duty pay and release under the terms of their respective prior collective bargaining agreements.

Premiums for paid time off, Section 3.N: Prior to PBS implementation, a Flight Attendant shall receive vacation premium as specified in Section 3.P of the East Agreement. Following PBS implementation, a Flight Attendant will only receive the premium if the credit hours in her/his primary line or PBS award are inclusive of 100% of any single premium(s).

B. Section 4 Expenses:

The crew meal provisions, Section 4.C, will be implemented for West Flight Attendants as soon as practicable but not to exceed sixty (60) days. The provisions will continue to be in effect for East Flight Attendants.

The parking provisions, Section 4.D, will be implemented as soon as practicable but no later than the first day of the bid month following 90 days post ratification.

C. Section 8 Vacation:

2013 Vacation

All vacation awarded in 2012 for the 2013 calendar year shall be governed by the provisions of the prior East and West Collective Bargaining Agreements, as applicable.

2014 Vacation

For vacation earned in bid months prior to the bid month following DOS, (earned in 2013 for use in 2014) East Flight Attendants shall accrue according to the accrual charts specified in the East Agreement and West Flight Attendants shall accrue according to the accrual charts as specified in the West Agreement.

For vacation (earned in 2013 for use in 2014) earned in the bid month following DOS and for the remainder of the year, Flight Attendants shall accrue vacation under the provisions of Section 8 of this Agreement.

For vacation utilized in 2014, vacation daily rates will be in accordance with Section 8 of the Agreement. Flight Attendants transferring between domiciles will be permitted to transfer her/his vacation dates without any change to the vacation matrix in the new domicile. For vacation utilized in 2014, all other provisions in the East and West Collective Bargaining Agreements will remain effective January 1, 2014.

2015 Vacation

All provisions of Section 8 of this Agreement shall apply for vacation to be utilized in 2015.

D. Section 9 Sick

Sick Leave Accrual, Section 9.C.1.d: A West Flight Attendant with a date of disability prior to January 1, 2014 will receive benefits under the Pre-Merger America West Short Term Disability (STD) plan (one hundred eighty (180) days duration) and the Pre-Merger America West Long Term Disability (LTD) plan. The STD program will end twenty-four (24) months from the date of signing.

Claiming Sick Leave, Section 9.D: Prior to PBS implementation East Flight Attendants shall utilize the sick leave charging language in Section 8.F of the East agreement, including the daily reserve sick leave rate shall be three hours and thirty minutes (3:30). West Flight Attendants shall utilize the provisions of 15.C of the West agreement, except the daily reserve sick leave rate shall be three hours and thirty minutes (3:30), the seventy five (75) hour cap for utilizing sick leave shall be eliminated, and a Flight Attendant shall not be required to call in sick each day of a trip.

E. Section 20 Seniority (20.F)

1. A Flight Attendant on the combined seniority list as of the Date of Signing of this Agreement will retain her/his longevity as accrued under the West and East collective bargaining agreements prior to the Date of Signing including any time accrued in another Company position that has been applied toward Flight Attendant service in accordance with a previous agreement.
2. Longevity accrual after the Date of Signing of this Agreement will be applied consistent with the terms of this Agreement.

3. Within sixty (60) days of receipt and acceptance of the certified integrated seniority list, West Flight Attendants shall be issued revised badges with revised dates for purpose of pass travel consistent with this Agreement (first day of training or if transferring from another position, date of Company hire).

F. Section 22 Filling of Vacancies

Any posted vacancies after receipt and acceptance of the certified integrated seniority list shall be filled on a system-wide basis consistent with the terms of this Agreement.

G. Section 26 Insurance, Retirement and Other Benefits

Medical, Dental, Vision, STD, LTD, Life Insurance shall be implemented January 1, 2014.

The DC Plan (West transition, no later than ninety (90) days per the language in Section 26.F.2) and Pass Travel language shall be implemented the first day of the bid month following DOS.

H. Section 29 Training

Training shall be implemented the first day of the bid month following DOS except the bidding and assignment process, Section 29.D., will be implemented concurrent with PBS.

I. Section 30 Grievance Procedure

Section 31 System Board of Adjustment

Any grievance filed prior to Date of Signing will utilize the grievance and system board procedures from the prior applicable collective bargaining agreement.

J. Sideletter: Implementation Letter

Agree to delete East Sideletter 44 (Re: Confirmation Order). Provided, however, the parties agree that if the IAM, CWA, or TWU obtain the right to nominate a board representative or appoint a board observer then AFA's right to do likewise shall be equal to the most favorable rights afforded to any of IAM, CWA or TWU.

K. Scheduling and Related Sections

Until PBS is implemented, East and West Flight Attendants will continue to operate under the Hours of Service, Reserve and Scheduling Sections of their respective Collective Bargaining Agreements. The parties agree that PBS will not be implemented sooner than eighteen (18) months following ratification and not later than twenty four (24) months following ratification. However, the parties recognize that a potential merger with AMR may impact the commencement of programming for PBS and other related scheduling sections. In the event such a delay impacts the ability of the Company to implement PBS within the twenty-four (24) month timeline, the Company shall provide all necessary information to the Joint Implementation Resolution Committee (JIRC) to substantiate the necessity for such delay. Any dispute over the timeline of implementation of PBS shall be resolved pursuant to Section 10.V of the Agreement.

In the event that PBS is not implemented in accordance with the preceding paragraph, the Company and the Union agree to implement the Hours of Service rules of this Agreement including the penalty pay provision of 11.Q.5 and the rescheduling provisions of 10.J.1 through 10.J.7 no sooner than sixty

(60) days prior to and no later than sixty (60) days after the implementation of the new pilot FARs as specified in CFR 117.

In the event the Company elects to implement the Hours of Service and Rescheduling rules after the implementation of pilot FARs, East Flight Attendants will maintain the pairing/line construction rules in effect following ratification (including rules applicable to actual operations and including East contract language and Pilot FARS currently applicable to Flight Attendants) until the Hours of Service and Rescheduling rules are implemented. In no instance shall such changes be implemented sooner than October 1, 2013. The initial East Flight Attendant pairing solution and lines of flying for East Flight Attendants will be provided to the Union and the Union shall have the opportunity to provide the Company with input for the Company's review and consideration. The Company shall give due consideration to changes suggested by the Union's Scheduling Committee. On all Transoceanic International (TI) pairings, Flight Attendants will continue to be co-paired with pilots.

The following Sections will be implemented concurrent with the date of implementation of PBS.

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| Section 6 | Crew Accommodations |
| Section 10 | Scheduling
Except the provisions of Red Flag pairings, Section 10.H., and Last Live Leg, Section 10.P, will be implemented the first day of the bid month following DOS. |
| Section 11 | Hours of Service
Except on-board requirements will be implemented on the first day of the bid month following DOS. |
| Section 12 | Reserve Duty
Except Reserve days off will be implemented on the first day of the bid month following DOS. |
| Section 13 | TDY for West Flight Attendants (Except East will go into effect on the first day of the bid month following DOS). |
| Section 14 | International Flying
Except International delay incentive (Paragraph N.9.) and TI duty limitations and pay (Paragraph D.1.) and the elimination of Section 12.d.1 (East)_will be implemented on DOS.

The CSD program will not go into effect until after the Date of PBS implementation, however CSD training and bidding may occur prior to PBS implementation. |
| Section 15 | Language of Destination/Origin |
| Section 16 | Deadheading
Except 100 percent pay and credit and the front and tail end deadhead provisions (Section 16.H and Section 16.I) will be effective the first day of the bid month following DOS. |
| Section 17 | Common Domiciles |
| Section 18 | Charters |

Section 19 CRAF

Sideletters and Definitions related to the above sections shall remain in effect concurrent with the above sections.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this 23 day of January, 2013.

FOR US AIRWAYS, INC.

FOR THE ASSOCIATION OF FLIGHT
ATTENDANTS, AFL-CIO

E. Allen Hemenway
Vice President
Labor Relations

Deborah Volpe
MEC President

Roger Holmin
MEC President