AGREEMENT

between

US AIRWAYS, INC.

and the

FLIGHT CREW TRAINING INSTRUCTORS

in the service of

US AIRWAYS, INC.

as represented by the

TRANSPORT WORKERS UNION OF AMERICA, AFL/CIO

May 3, 1999
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREAMBLE</td>
<td>1</td>
</tr>
<tr>
<td>RECOGNITION/SCOPE</td>
<td>2</td>
</tr>
<tr>
<td>MANAGEMENT RIGHTS</td>
<td>4</td>
</tr>
<tr>
<td>DEFINITIONS/CLASSIFICATION</td>
<td>5</td>
</tr>
<tr>
<td>HOURS OF SERVICE/SCHEDULING</td>
<td>7</td>
</tr>
<tr>
<td>TRAINING</td>
<td>12</td>
</tr>
<tr>
<td>COMPENSATION</td>
<td>14</td>
</tr>
<tr>
<td>PREMIUM TIME/PAY</td>
<td>16</td>
</tr>
<tr>
<td>HOLIDAYS</td>
<td>21</td>
</tr>
<tr>
<td>VACATION</td>
<td>23</td>
</tr>
<tr>
<td>SICK LEAVE</td>
<td>26</td>
</tr>
<tr>
<td>SENIORITY</td>
<td>28</td>
</tr>
<tr>
<td>PROBATION</td>
<td>32</td>
</tr>
<tr>
<td>HEALTH/WELFARE</td>
<td>33</td>
</tr>
<tr>
<td>MOVING ALLOWANCE</td>
<td>34</td>
</tr>
<tr>
<td>ARTICLE</td>
<td>PAGE</td>
</tr>
<tr>
<td>-----------------</td>
<td>------</td>
</tr>
<tr>
<td>15 RETIREMENT</td>
<td>36</td>
</tr>
<tr>
<td>16 LEAVES OF ABSENCE</td>
<td>37</td>
</tr>
<tr>
<td>17 BEREAVEMENT</td>
<td>39</td>
</tr>
<tr>
<td>18 JURY DUTY</td>
<td>40</td>
</tr>
<tr>
<td>19 FURLOUGHL ALLOWANCE</td>
<td>41</td>
</tr>
<tr>
<td>20 UNION SECURITY</td>
<td>42</td>
</tr>
<tr>
<td>21 GRIEVANCE PROCEDURE</td>
<td>47</td>
</tr>
<tr>
<td>22 SYSTEM BOARD OF ADJUSTMENT</td>
<td>49</td>
</tr>
<tr>
<td>23 GENERAL</td>
<td>55</td>
</tr>
<tr>
<td>24 EFFECTIVE DATE/DURATION</td>
<td>58</td>
</tr>
<tr>
<td>25 LETTERS OF UNDERSTANDING</td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT

Between

US AIRWAYS INC

and the

TRANSPORT WORKERS UNION OF AMERICA

For

FLIGHT CREW TRAINING INSTRUCTORS

PREAMBLE

This Agreement is entered into this 3rd day of May 1999, by and between US Airways, Inc., ("Company") and the Transport Workers Union ("Union") as the representative of the employees in the classifications listed herein, within the Continental United States, pursuant to the terms of the Railway Labor Act, as amended, in the mutual interests of the employees and of the Company to promote the safety and continuity of air transportation, to further the efficiency and economy of operations, and to provide orderly collective bargaining relations between the Company and its employees, a method for the prompt and equitable disposition of grievances, and for the establishment of fair wages, hours, and working conditions for the employees covered by this Agreement. In making this Agreement, the Company and Union and the employees hereunder recognize their duty, individually and collectively, to comply and cooperate with the intent and purpose of this Agreement.
ARTICLE 1

RECOGNITION/SCOPE

(A) The Company recognizes, in accordance with the National Mediation Board Certification Case Number R-5852, the union as the representative, for purposes of the Railway Labor Act, for those employees in the Continental United States comprising the class and craft described as Flight Crew Training Instructors ("Instructor").

(B) It is understood that employees covered by this Agreement will perform the following work: the instructing of all flight crew personnel assigned to fly Company owned or operated aircraft or customers who are being trained under contract with the Company on aircraft types being operated by the company in the subject areas as detailed in "Federal Aviation Regulation Part 121" as it relates to initial transition and upgrade ground training, crew member recurrent training, differences training, emergency training, basic indoctrination or the Company's "Flight Operations Training Manual." This training shall include the initial indoctrination of new hire pilots and flight engineers, the classroom training of pilots and flight engineers, the training of pilots and flight engineers in a cockpit facsimile, procedures trainer or aircraft simulator (with motion and visual systems not utilized) and on and around aircraft when on the ground for purposes of familiarization with components, systems and their operation.

Upon notification to the Union, flight training management or vendor personnel may participate in training, curricula design, curricula development, selection of training aides, and acceptance procedures. However, when such work is performed it shall not cause a reduction in Instructors. It is not the intent of this paragraph to permanently replace Instructors with personnel from outside of the bargaining unit.

(C) It is understood that in an emergency or when sufficient qualified Instructors are not immediately available through premium time calls, a supervisor in the Flight Crew Training Department or other qualified personnel may perform the work of an Instructor.

(D) Instruction and/or training of a special or temporary nature such as newly instituted programs or new hire Instructor training may be performed by Flight Crew Training Department supervisory personnel as needed. Such instruction shall not be used to permanently replace regular employees.

(E) It is agreed that the Company will not lock out any employees hereunder and the Union or its members will not authorize or take part in any strike, sit-down, slowdown, walkout, curtailment of work, or picketing during the term of the Agreement until the procedures for settling disputes as provided herein and as provided by the Railway Labor Act have been exhausted.

(F) The Company and the Union agree to comply fully with all applicable Federal and State statutes and regulations regarding non-discrimination. Further, the Company and the Union agree that neither shall discriminate against employees covered by this Agreement on the basis of race, color, religion, sex, national origin, age, sexual orientation, disability, membership in a uniformed service or status as a disabled veteran.
(G) Exceptions or modifications to this Agreement may only be made by mutual agreement, in writing, between Labor Relations and a designated representative of the Union.
ARTICLE 2

MANAGEMENT RIGHTS

(A) The Union recognizes that the Company shall have sole jurisdiction of the management and operation of its business, the direction of its working force, the right to maintain discipline and efficiency in its place of employment, and the right of the Company to hire, promote, demote, select for training, discipline, and discharge employees for just cause, subject to the provisions of this Agreement. It is agreed that the rights listed herein shall not be deemed to exclude other preexisting rights of management not listed which do not conflict with other provisions of this Agreement.
ARTICLE 3

DEFINITIONS/CLASSIFICATION

(A) Senior Flight Crew Training Instructor - the work of a Senior Flight Crew Training Instructor ("Senior Instructor") shall be the same as that of an Instructor and he may be required to bid a normal schedule of instruction. In addition, he shall be the employee who assists management by handling all administrative and scheduling functions, as assigned by management. The Company will, at its sole discretion, determine the qualifications and the number of Senior Instructor positions required.

(B) Flight Crew Training Instructor - an Instructor is an employee covered by this Agreement who performs the duties normally associated with an Instructor's job function including but not limited to the following: training, instructing and the teaching of pilot personnel in either formal classroom or individual situations. Such training will be performed using, but not limited to, such equipment as cockpit procedure trainers (CPT), advanced training devices (ATD), cockpit system simulators (CSS), procedure training mock-ups (PTM), computer based trainers (CBT), and similar equipment. Additionally, Instructors shall use standard classroom aids including but not limited to audio/visual (A/V) equipment, VCR's, TV monitors, etc. Further, Instructors will administer oral and written examinations and will assist in preparation and development of tests and course curricula. Qualified Instructors will be required to train unqualified Instructors. Instructors may be required to provide input to the "Pilot's Handbook". Instructors may be required to coordinate with vendors on design and acceptance of course programs or equipment. Instructors may be given special assignments which may include travel and special projects as may be assigned. Instructors may be required to maintain and complete any forms used in the training functions such as recommendation for orals, attendance, student evaluations and proficiency records.

(C) The words “Senior Instructor”, "Instructor" or "employee" as used in this Agreement shall mean an employee in the classification of Senior Flight Crew Training Instructor or Flight Crew Training Instructor, as described in paragraphs (A) and (B) above.

(D) The term “Reserve Instructor” refers to an instructor who becomes fully qualified in his section during a bid, and he shall remain a reserve until his participation in the next bid.

(E) The term "facility" shall refer to each contiguous site where instruction is performed in a formal classroom, cockpit-like environment, flight simulator, cabin simulator or mock-up, briefing room, or aircraft.

(F) The term "instructional time" (IT) means the period of time during which the employee is providing instruction for any training event.

(G) The term "non-instructional time" (NI) means the period of time during which the employee is performing other than instruction.

(H) The term "out of base work" means assignments that are performed away from the employee's assigned base.
(I) The term "travel time" means the period of time during which an employee is traveling for Company purposes, excluding Union business.

(J) The term “required workday (RW)” refers to administrative days required by the Company for the Senior Instructor.
ARTICLE 4

HOURS OF SERVICE/SCHEDULING

(A) Eight (8) consecutive hours of service shall constitute a scheduled workday; and six (6) hours per day shall constitute the minimum daily guarantee. Each Instructor will be permitted time for lunch and breaks during a scheduled workday, unless otherwise mutually agreed to by the employee and the Company. With management's approval, an employee may be permitted to work less than eight (8) hours in a scheduled workday.

(B) The Company has the right to establish:

(1) section head count,
(2) monthly bid for each section (the bid may include instructional, non-instructional and travel time).
(3) the location of the work and,
(4) work schedules, which may include the following:
   (a) starting times,
   (b) daily hours of service,
   (c) work location,
   (d) instructional hours up to a maximum of one hundred (100) hours per month; and if mutually agreed to by the employee and the Company, one hundred twenty (120) hours per month and,
   (e) non-instructional hours.
   (f) linked events for the purpose of keeping the Instructor and his students together.

(C) The Company will establish the bid requirement and will offer a minimum of a thirty (30) day work schedule at least thirty (30) days in advance of the work period.

(D) The work schedule bid will provide events that afford each Instructor an opportunity to bid his monthly bid by seniority.

(E) An employee will not bid over his 108 bid hours plus required hours owed by the employee from a previous bid.

(F) An employee will not create premium events through the bid process.

(G) Events not covered by the initial bid process:
Will first be assigned to Reserve Instructors if no premium pay will be incurred.

Will then be assigned to an available employee with the lowest amount of instructional time if no premium pay will be incurred.

If premium pay will be incurred, the work will be offered by the premium time list.

The Company has the right to ensure that the bid process covers all events (e.g.; when the number of events on a given day is equal to the number of available Instructors, each Instructor must bid one (1) of these events).

An employee shall not bid more than five consecutive workdays (excluding Company established premium time events). A workday is any event which receives bid time credit such as holidays, vacation, normal workdays, jury duty, etc.

Work shall not be added to the bid during bid selection.

During bid selection, events not already selected by an employee, may be removed from the bid by the Company.

Once the bid is awarded, the Company has the right to make changes as follows:

When additional time needs to be added:

(a) Any qualified Instructor scheduled for work may be used if no premium pay will be incurred, or

(b) If premium pay will be incurred, the work will be offered from the premium time list, or

(c) The work may be assigned to Reserve Instructors.

In the event that bid work is cancelled:

(a) An Instructor’s workday and start time shall remain as bid, unless changed by mutual agreement between the employee and the Company.

(b) An Instructor may be reassigned by the Company to perform other instructional or non-instructional work on the employee’s normal scheduled workday dependent upon the needs of the service.

(c) If the cancelled work was on a weekend the employee may move the scheduled workday to a day during the week but shall not cause the Instructor to work more than five (5) consecutive workdays (excluding premium time).
(M) Short Month:

(1) An Instructor may, with the mutual agreement of the Company, be awarded a monthly bid requirement of less than one hundred eight (108) hours.

(2) If a short month is to be awarded, seniority within a section, at a base will govern to whom it is awarded.

(3) An employee awarded a short month will have his pay for that month calculated by multiplying his hourly wage rate by the amount of hours in his reduced bid requirement. His hourly wage rate will be computed by dividing his base monthly salary by one hundred eight (108).

(4) The employee's benefits will not be reduced during a short month.

(5) Once an employee has been awarded a short month, he may not change it unless the Company mutually agrees to allow him to do so.

(N) Senior Instructors may be assigned “required workdays (RW)”, by the Company up to their bid requirements. When RW days are assigned, the Senior Instructor shall receive seven and one half (7.5) hours of bid credit and seven and one half (7.5) hours of instructional time credit against his monthly bid.

(O) The Company and the Union may establish a bid committee consisting of two (2) members from flight training management supervisory personnel and two (2) members from the Union to meet and confer regarding bid policy.
ARTICLE 5

TRAINING

New-hire employees and those employees transitioning from one section to another will enter the approved Flight Crew Training Instructors training program for that section under the following conditions.

(1) The employee’s hours of service and duty schedule during this training program are determined by the Company but will not exceed the normal bid requirement. A transitioning Instructor’s duty schedule in his previous section will be cancelled upon the date he enters the training program and the number of workdays remaining in his duty schedule at that time may be rescheduled at the Company’s discretion.

(2) An employee in training will be excluded from the section bid and the premium equalization list until fully qualified. Fully qualified means that he is qualified to instruct all the courses offered on a section bid.

(3) A fully qualified Instructor will be included on the bid schedule for the next bid period following his qualification. During the time prior to that bid period, he will be placed in a Reserve Instructor status. While he is in this status, the Company will determine his work schedule and he may be scheduled by the Company to instruct section courses for which he is qualified. His schedule may be changed with five (5) calendar days notice. However, his hours of service may not exceed the normal bid requirement.

(4) When a fully qualified Instructor begins a bid schedule, he will be averaged into the premium time equalization list. Any premium time incurred during training will then be added to the section average to determine the employee’s position on the list.
ARTICLE 6

COMPENSATION

(A) The following monthly wage rates will be applicable the first Monday of the first pay period following ratification of this Agreement.

<table>
<thead>
<tr>
<th>Year</th>
<th>Rates*</th>
</tr>
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<tbody>
<tr>
<td>1st</td>
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<td>2nd</td>
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<td>3rd</td>
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<td>4,998</td>
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<tr>
<td>10th</td>
<td>5,187</td>
</tr>
</tbody>
</table>

* All rates are effective on the first (1st) day of the first (1st) pay period following an employee's anniversary date.
(B) Start Time Differential

An employee whose scheduled workday begins on or after 12:00 noon and before 6:00 p.m. shall receive a shift premium of fifty-one cents ($0.51) per hour. An employee whose scheduled workday begins on or after 6:00 p.m. and before 6:00 a.m. shall receive a shift premium of fifty-eight cents ($0.58) per hour.

(C) Section Experience Premium

Employees working in a specific section will receive a monthly premium, if they remain in that specific section, as follows:

- During the first (1st) continuous year following qualification: $100.00
- During the second (2nd) continuous year following qualification: $200.00
- During the third (3rd) continuous year and thereafter following qualification: $300.00

This premium will continue in the event an employee is involuntarily moved from one section to another by the Company or if he bids to a section when it is initially established. This premium will be forfeited if an employee voluntarily bids to a different section, for any other reason.

The Company may eliminate the section experience premium rules, and if eliminated, the company will still pay a one hundred fifty dollar ($150.00) per month premium.

(D) Senior Instructors shall receive a monthly premium override of four hundred dollars ($400.00).
ARTICLE 7

PREMIUM TIME/PREMIUM PAY

For the purpose of computing premium pay, an employee's twenty-four (24) hour work period shall begin at 12:01 a.m.

(A) Premium pay will be computed by multiplying the employee's hourly rate of pay, which is calculated by dividing the employee's base monthly salary by one hundred seventy-three decimal three (173.3), by the appropriate premium rate. Premium rates are as follows:

(1) Hours worked in excess of the monthly one hundred eight (108) hour bid requirement shall be paid at one and one half times (1 1/2x) the employee's hourly rate of pay.

(2) Hours worked in excess of eight (8) consecutive hours during a scheduled workday shall be paid at one and one half times (1 1/2x) the employee's hourly rate of pay.

(3) Hours worked in excess of twelve (12) hours during a scheduled workday shall be paid at two times (2x) the employee's hourly rate of pay.

(4) Instructional time in excess of ninety-six (96) hours shall be paid at one (1x) times the employee's hourly rate of pay.

(5) Hours worked on an employee's scheduled day off shall be paid at one and one-half (1 ½ x) the employee's hourly rate of pay.

(6) Work in excess of eight (8) consecutive hours on an employee's scheduled day off, shall be paid at two times (2x) the employee's hourly rate of pay.

(7) Employees who perform work on two or more consecutive days off shall be paid for hours worked on the second and additional days off at two times (2x) the employee's hourly rate of pay.

(B) Premium time work shall be distributed among qualified employees within a section necessitating premium time as equitably as practicable. Employee availability and qualifications shall be determined solely by the Company. Out of base premium time will not be offered to an employee if the awarding of the premium time would necessitate premium pay to cover that employee's absence. The employee would be considered as not available for the premium time.

(1) In base work:

(a) Premium time will be offered to the employee who is lowest on the section premium time list at that base.

(b) In the event there are insufficient available employees, the Company may then assign employees, qualified for the requirement, who are lowest on the section premium time list to perform such work or may
offer the work to an employee at another base who is lowest on the section premium time list.

(2) Out of base work (work at a location where no Instructors are based):

(a) Premium time will be offered to the qualified employee who is lowest on the section's premium time list, (i.e., all section Instructors regardless of base).

(b) In the event there are insufficient available employees, the Company may then assign employees, qualified for the requirement, who are lowest on the combined section premium time list to perform such work.

(3) An employee, when available, who is lowest on the section premium time list and does not work available premium time, shall be charged with the premium time missed, for equalization purposes, as though it had been worked.

(4) The Company may assign qualified employees finishing a scheduled workday to work premium time when unforeseen conditions exist which require immediate action.

(5) If an employee is on an authorized leave of absence, vacation, jury duty, short month etc., he is not eligible for premium time unless it is refused by all other available employees.

(C) No premium time shall be worked except by the direction of the proper supervisory personnel of the Company, except in the case of emergency when prior authority cannot be obtained.

(D) Premium time rates shall be paid for not less than four (4) hours to any employee called back to work for any work not continuous with his regular workday. Work scheduled prior to the commencement of the normal workday start time which is performed in conjunction with the normal workday will not be subject to the call back provisions of this Agreement.

(E) When operational conditions change which would no longer necessitate premium time awarded, the premium time may be cancelled only when there is advance personal notice given to the affected employee.

(F) Due to the specialized nature of some projects premium time required to complete those projects will be made available only to those employees assigned to those projects, upon notification to the Union.

(G) Premium events shall be offered to employees in chronological order (date and time) as these events become available.

(H) In the event a Reserve Instructor becomes available after a premium event is awarded; first, he may be assigned to replace an Instructor on a forced premium event and
second, assigned to replace Instructors awarded premium time events in reverse order of offering.
(I) Employees earning premiums through the provisions of this article may elect to receive this compensation as pay or deposit the converted hours into a compensatory time off bank. This election shall be made at the time the employee files his work report by completing two (2) work reports, one (1) for pay hours and one (1) for compensatory time off hours. It is understood that the hours are deposited into the compensatory time off bank, they will be used only for time off and not for pay.

(J) Employees will be permitted to use compensatory time off from their bank at not than less than one (1) hour increments. An employee must request such time at least one (1) day in advance, however, the Company may approve requests with less than one (1) day notice at their discretion. Compensatory time off requests shall be awarded as determined by the Company depending on the needs of the service. In the event there are more requests than the Company can grant, seniority shall govern. Employees shall not be permitted to accrue more than eighty (80) hours in their compensatory time off bank.
ARTICLE 8

HOLIDAYS

(A) The following days are designated paid holidays:

- New Year's Day
- President's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Employee's Birthday

The holidays affected by the Federal Holiday Act are observed on the date established by Federal law.

(B) When work is required on a holiday, the Company will include the holiday in the scheduled bid. Those employees who bid or are assigned to work on the holiday will report for work on that day. All other employees will be deemed as off on the holiday. An employee required to work on any of the above holidays shall receive the daily guarantee or actual instructional hour(s), whichever is greater, toward their monthly bid requirement.

(C) Employees who are not scheduled or directed to work or who are excused from work on a paid holiday shall receive eight (8) hours pay at their straight time rate and be credited the daily guarantee toward their monthly bid requirement. An employee who is scheduled to work on a holiday and fails to work due to illness or non-occupational injury shall receive eight (8) hours holiday pay computed at his straight time rate (including shift premium) and be credited the daily guarantee. There shall be no charge to his accrued sick leave.

(D) If a holiday falls within an employee's vacation period, he may elect to have an additional day of pay, in lieu of the holiday, or an additional day of vacation will be added to the beginning or end of his paid vacation period. Whichever option is selected, he must so indicate when selecting his vacation.

(E) An employee may celebrate his birthday holiday on any day approved by management

(F) If an employee is scheduled to work and does not work, he will receive his daily guarantee.

(G) In order to be eligible for holiday pay, an employee must have:

(1) Been employed at least thirty (30) days prior to the observance of the holiday.
(2) Worked his scheduled workday immediately preceding and his scheduled workday immediately following the holiday except those employees on vacation as per paragraph (D) above.

(H) An employee required to work any of the above holidays shall receive double and one-half times (2 1/2x) the regular rate of at least eight (8) hours, except when an employee requests and is granted fewer hours, in which event he shall receive double and one-half times (2 1/2x) all hours actually worked and straight time for the difference between the hours actually worked and eight (8) hours.
ARTICLE 9

VACATION

(A) Employees hereunder shall become entitled to and receive vacations in accordance with the following:

(1) During the employee's first calendar year of service, he earns one (1) vacation day for each full calendar month of employment up to a maximum of ten (10) vacation days (no days are earned in June or October).

In the first month of hire, vacation credit will be given if hired on or before the fifteenth (15th) of that month. Probationary employees are not eligible for vacation period credit or accrual until completion of their initial qualification, at which time accrual will be retroactive.

(2) During the second (2nd), third (3rd), fourth (4th), and fifth (5th) years of service, employees earn ten (10) vacation days each year.

(3) As the length of service increases, the number of vacation days earned in each year increases as follows:

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>Vacation Days per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th Year</td>
<td>15 vacation days (1.5 days each month except June and October)</td>
</tr>
<tr>
<td>12th Year</td>
<td>20 vacation days (2.0 days each month except June and October)</td>
</tr>
<tr>
<td>18th Year</td>
<td>25 vacation days (2.5 days each month except June and October)</td>
</tr>
<tr>
<td>23rd Year</td>
<td>30 vacation days (3.0 days each month except June and October)</td>
</tr>
</tbody>
</table>

(4) If an employee terminates on or before the fifteenth (15th) of the month, he shall not earn vacation for that month.

(5) If an employee terminates on or after the sixteenth (16th) of the month, he shall earn vacation for that month.

(B) Vacations may be taken in the year earned, or they may be carried over to the following year. However, an employee may not carry over more than one (1) year's accrual earned vacation.

Further, employees must use their carryover vacation days prior to using their current year of vacation allotment.
(C) An employee's vacation accruals of up to two (2) weeks in the current year may be taken in advance of time earned. If an employee terminates before the vacation time is actually earned, the unearned time will be deducted from his final paycheck.

(D) Vacation pay shall be the pay the employee would normally have received at his straight time rate, at the time the vacation is taken. The employee will be credited the daily guarantee for each day of vacation.

(E) Employees will be permitted to use vacation a day at a time subject to the needs of the service. An employee must request such day at a time vacation at least three (3) days in advance; however, the Company will consider such requests with less advance notice dependent on the circumstances. In the event there are more day at a time requests than can be approved, seniority shall govern.

(F) Vacation schedules shall be based on the operational requirements of the Company.
ARTICLE 10

SICK LEAVE

(A) Employees who have satisfactorily completed their initial qualification shall be credited with one (1) day of sick leave accrual for each full month of active service retroactive to their date of employment. Employees currently on the seniority roster as of the date of signing shall have their current accrual carried forward. There shall be no accrual of sick leave during the time an employee is absent, without pay, in excess of fifteen (15) continuous days in a calendar month. Total accumulative sick leave credit shall not exceed one hundred fifty (150) days and, upon reaching the maximum, the employee shall accrue one (1) day per month of reserve sick leave up to an additional one hundred fifty (150) days. All unused current and accumulated sick leave is automatically canceled when an employee's service with the Company is terminated.

(B) Employees may be required at their own expense to present confirmation of sickness or injury upon return to work, and the Company reserves the right to require, when in doubt of a bona fide sick claim, a physician's certificate to confirm such sick claim. Failure to provide such certificate will nullify any sick pay claims and may be cause for disciplinary action.

(C) Sick leave pay will be at straight time rates for a maximum of eight (8) hours per day. Changes to sick leave accrual will be on an eight (8) hour daily basis or in accordance with actual hours paid. The employee will be credited his daily guarantee or his scheduled bid hours, whichever is greater, for each day of sick leave. This credit will apply only to the employee's monthly bid requirement and not to his accumulated instructional time.

(D) An employee must notify his Supervisor or designee as far in advance as possible of any intended absence due to sickness or injury. Failure to give such notification within one-half (1/2) hour after the start of his scheduled workday will make the employee ineligible for sick leave. It is the responsibility of the employee when reporting off sick because of illness or injury to give the nature of his illness or injury and expected length of absence.

(E) Employees covered by this Agreement and the Union recognize that sick leave is for personal use only because of actual illness or injury; further, that absences from work due to reasons connected with injuries sustained during employment with other than the Company or due to illness or absence resulting from intentional or self-inflicted means are not eligible for sick leave benefits under this Article. Employees in the Company Employee Assistance Program shall be permitted to use accrued sick leave while confined in a treatment center.

(F) Employees covered by this Agreement and the Union recognize their obligations of being truthful and honest in preventing unnecessary absences or other abuses of sick leave privileges.

(G) An employee shall be required to submit to a Company paid physical/mental examination at the time of employment and at any time the Company should determine that an employee's physical or mental condition may impair the performance of his duties or pose a safety hazard to himself, other employees, or customers. The employee, upon request, shall be furnished a copy of the Company's medical examiner's report.
(H) The Company will comply with the provisions of the Family and Medical Leave Act of 1993, as amended and while applicable.
ARTICLE 11

SENiority

(A) Instructor seniority shall commence with the date the employee enters into the classification of Flight Crew Training Instructor.

Effective October 9, 1995, the relative seniority of new employees hired on the same date shall be determined by the last four (4) digits of the employee’s social security numbers. The employee with the highest last four (4) digits shall be deemed the senior. The relative position of employees hired prior on that date will remain unchanged.

(B) Seniority for pay purposes shall commence with the date of placement within the classification of Flight Crew Training Instructor.

(C) Instructor seniority shall govern in the case of reductions in force, demotion, displacement, bidding for work schedules, vacations, filling bargaining unit openings, vacancies, and reemployment. It is understood that the senior bidder for a bargaining unit position will be considered first. However, qualifications, as determined by the Company, will be the final determining factor in filling a position. The Company will provide any senior employee not awarded a position with the reasons therefor, in writing.

(D) An employee shall lose seniority and be removed from the seniority list if:

(1) The employee resigns or retires.

(2) The employee is discharged.

(3) The employee does not inform the Company, within ten (10) days after receipt of the notice of recall, of his intent to return to work, or the employee fails to report to work within fifteen (15) days of receipt of the notice of recall.

(4) The employee fails to return from leave of absence.

(5) As otherwise provided for in this Agreement.

(E) Employees with less than two (2) years seniority who are laid off shall be removed from the seniority list if not recalled within two (2) years. Employees with two (2) or more years of seniority shall be removed from the seniority list if not recalled within five (5) years.

(F) The Company shall post a seniority list annually on July 1 and employees or the Union may protest any omission or error affecting any employee's seniority within thirty (30) days of the posting.

(G) An employee who accepts a management position within the Flight Crew Training Department shall accrue classification seniority for six (6) months and retain thereafter, and may exercise seniority to return to a vacancy, during a reduction in force or if he is determined by the company to be unsuitable for the position for which he was selected.
(H) "Openings" are unfilled positions created by the addition of new positions or voids in existing positions and will be filled through a bidding process. The Company shall post, for ten (10) days, a bid indicating the open position.

(1) Bids for an opening with no head count change at a particular base are limited to the employees at that base.

(2) Bids for a newly created position, with a head count increase, regardless of base, are open to any employee.

(3) Any employee bidding for an opening will do so in writing.

(4) Each opening will result in no more than two (2) departmental moves.

(I) "Vacancies" are unfilled positions created through the bidding process. Vacancies may be filled by displacements, new hires, or Flight Crew Training Department management personnel.

(J) "Displacements" are involuntary transfers created when vacancies are required to be filled or there is a reduction in force.

(1) The Company will determine the need for a displacement and will indicate the section from which the position will be displaced.

(2) Displacements limited to one (1) base are limited to the employees at that base.

(K) Individuals awarded a transfer to an opening may be permitted to bid from the position with less than one (1) year of seniority in the position, with Company approval.

(L) Employees entering the bargaining unit may, with the Company's approval, be permitted to transfer with less than one (1) year of seniority.
ARTICLE 12

PROBATION

(A) A new hire employee shall be on probation until ninety (90) days from the date the employee is first fully qualified for the section bid.

(B) The Company has no responsibility to reemploy any employee separated during his probationary period.

(C) During his probationary period, an employee may be discharged or disciplined at the Company's option without recourse to the grievance procedure.
ARTICLE 13

HEALTH/WELFARE

(A) Effective January 1, 1996, medical and dental insurance will be provided to employees hereunder pursuant to the Letter of Understanding on pages 67 through 72 of this Agreement. The Company's Flexible Spending Account provisions will be made available to employees on the same basis as other employees of the Company.
ARTICLE 14

MOVING ALLOWANCE

(A) Moving expenses will be paid by the Company under the following circumstances:

(1) Transfers at Company request, when the Company offers moving expenses on a position bid.

(2) Displacements.

(3) Successful bids to a newly established work location. (A work location shall be considered newly established until it has been established for twelve (12) months.)

(B) The Company will pay normal packing, unpacking, and movement of normal household and personal items to a maximum weight of 16,000 pounds. The Company will provide replacement cost protection valuation up to $150,000, packing, crating, unpacking, and disconnection and reconnection services. Additionally, the Company will provide for the move of up to two (2) vehicles that are registered in either the employee’s, spouse’s or dependent’s name. (Provided the move is 1,200 miles or greater.)

(C) The eligibility period for paid moving expenses will be one (1) year from the date of transfer. This period may be extended at the discretion of the Company.

(D) The Company will provide one (1) month’s lease cancellation fee when appropriate.
The Company will provide a lump sum payment (less appropriate taxes) of $4,000 for renters and $6,000 for homeowners to assist in en-route expenses (e.g., mileage, lodging, meals), temporary housing costs, house hunting costs, pet transportation costs, and other miscellaneous expenses.

A Company selected vendor will provide marketing assistance for the sale of the employee’s house at no charge.

Up to three (3) paid days (400 miles minimum) one (1) trip en-route travel will be permitted the employee.

Three (3) paid days will be permitted the employees as settling days at the new location.
ARTICLE 15

RETIREMENT

(A) Employees under this Agreement will participate in the currently existing USAirways Defined Contribution Retirement Program effective January 1, 1996. Effective December 31, 1995 the current Plan for these employees will be frozen.
ARTICLE 16

LEAVES OF ABSENCE

(A) When the requirements of the service will permit, an employee may be granted a leave of absence not to exceed ninety (90) days, and with Company approval, may be extended an additional ninety (90) days. Seniority will accrue for the first ninety (90) day period and will be retained only for any extension thereto.

Employees holding a full time position as an International Representative of the Union or a full time position with a Union Local may be granted an unpaid Union leave of absence for up to twelve (12) consecutive months, and during such leave, the employee shall accrue seniority. A Union leave of absence may be extended in twelve (12) month increments.

(B) When a leave of absence is granted for reasons of sickness or injury, the employee shall continue to accrue seniority. In no event shall such a leave exceed a total continuous period beyond two (2) years or a total period in excess of five (5) years.

(C) An employee on a leave of absence shall provide his intention to return, or must request an extension, no later than twenty (20) days before the scheduled expiration of the leave. Failure to comply with this provision will cause termination of the leave, and the employee's name shall be removed from the seniority list.

(D) An employee returning from a leave granted for reasons of sickness or injury shall be permitted to exercise his seniority in resuming his classification at the base assigned prior to the leave.

(E) The Company will comply with applicable Federal laws governing the reemployment rights of veterans returning from military leave.

Employees involved in short-term military duty (i.e., reservist drills) must provide a copy of their orders and will be governed by Company policy as outlined in the "Corporate Policy Manual."

(F) An employee who engages in gainful employment, while on a leave of absence, without prior written permission from the Company shall be deemed to have resigned without notice and his name shall be stricken from the seniority list.
ARTICLE 17

BEREAVEMENT

(A) Three (3) days of personal emergency leave with straight time pay for death in an employee's immediate family will be extended to the employees covered by this Agreement. Immediate family includes mother or step-mother (one (1) only), father or step-father (one (1) only), spouse, grandmother, grandfather, sister, brother, daughter, son, mother-in-law, father-in-law, and legal dependent residing in the employee's household. The employee will be credited his daily guarantee or his scheduled bid hours for each day of bereavement leave. This credit will apply only to the employee's monthly bid requirement and not to his instructional time.
ARTICLE 18

JURY DUTY

(A) An employee who is summoned or subpoenaed for jury duty shall notify his Supervisor immediately by giving the Supervisor a copy of the court notice, which will be sent to the Payroll Department. The employee will continue to receive his regular straight time pay while serving on jury duty, if he follows the procedures set forth below:

(1) He submits proof to his Supervisor of the amount of jury duty pay he received within seven (7) days after his return from jury duty. This amount, excluding expenses, is then deducted from his next scheduled paycheck.

(2) He will receive the difference between his regular straight time pay and the amount he receives from jury duty.

(B) If the employee is released from jury duty within two (2) hours of reporting for such duty and his scheduled workday has not begun, he is required to report to work.

(C) The employee will be credited the daily guarantee or his scheduled bid hours, whichever is greater, for each day of jury duty. This credit will apply only to the employee's monthly bid requirement and not to his accumulated instructional time.
ARTICLE 19

FURLOUGH ALLOWANCE

(A) When an employee has completed two (2) or more years of service under this Agreement, he shall be paid furlough allowance at the rate of one (1) week of pay at his regular straight time rate for each full year of service with the Company, up to a maximum of fifteen (15) weeks. In the event an employee has been recalled and is again furloughed, he shall receive furlough allowance at the rate of one (1) week for each complete year of service from the date of the last recall, plus any unused allowance from his previous furlough, the sum not to exceed fifteen (15) weeks.

(B) Employees who resign, retire, or are discharged for cause, or elect to exercise any seniority or transfer rights afforded them under this Agreement to remain in active service with the Company, or accept employment with the Company, shall not be eligible for furlough allowance.

(C) Furlough allowance will not be paid if the furlough is the result of an Act of God, a national war emergency, revocation of the Company's operating certificate, grounding of Company aircraft by governmental order, or a strike or picketing causing a cessation of work.
ARTICLE 20

UNION SECURITY

(A) All employees covered by this Agreement shall, as a condition of employment, become members of the Union within sixty (60) days from the date of the signing of this Agreement, or sixty (60) days from the date of employment, whichever is the later and shall, as a condition of employment, maintain membership in the Union so long as this Agreement remains in effect.

(B) If any employee who has resigned or terminated from the Company is re-employed, he shall be considered as a new employee for the purposes of this Article and shall be governed by the provisions of paragraph (A).

(C) Employees who are or become members of the Union under paragraph (A) above shall pay membership dues as set forth herein except that payment for membership dues shall not be required as a condition of employment during leaves of absence without pay or during periods of transfer to a classification not covered by this Agreement.

(D) "Member of the Union" where used herein, shall mean any employee who is a member of the Union and is not more than sixty (60) days in arrears in the payment of initiation fees and membership dues as specified herein.

(E) When an employee who is a member of the Union becomes delinquent within the meaning of paragraph (D) hereof, the following procedure shall apply:

(1) The Director of the Air Transport Division of the Union shall notify the employee in writing, certified mail, return receipt requested, copy to the Vice President-Labor Relations of the Company, that he is delinquent in the payment of initiation fees and membership dues, as specified herein, and accordingly is subject to discharge as an Employee of the Company. Such letter shall also notify the employee that he must remit the required payment within fifteen (15) days of the date of mailing of the notice, or be subject to discharge.

(2) If, upon the expiration of the fifteen (15) day period, the employee still remains delinquent, the Director of the Air Transport Division of the Union shall certify in writing to the Vice President-Labor Relations of the Company, copy to the employee, that the employee has failed to remit payment within the grace period allowed and is, therefore, to be discharged. The Vice President-Labor Relations shall then take proper steps to discharge such employee from the services of the Company.

(3) An employee discharged by the Company under the provisions of this Article shall be deemed to have been discharged for cause within the meaning of the terms and provisions of this Agreement.
(F) Any discharge under the terms of this Article shall be based solely upon the failure of
the employee to pay or tender payment of initiation fee and membership dues, as specified herein,
and not because of denial or termination of membership in the Union upon any other ground.

(G) Any grievance by an employee concerning the interpretation or application of the
provisions of this Article shall be subject exclusively to the following procedure:

(1) An employee who believes that the provisions of this Article pertaining to
him have not been properly interpreted or applied may submit his request for
review in writing within five (5) days from the date the grievance arises,
except that a grievance arising under paragraph (E) (1) must be filed within
the fifteen (15) day period specified therein. The request will be submitted to
his immediate Supervisor who will review the grievance and render his
decision in writing not later that five (5) days following the receipt of the
grievance.

(2) The immediate Supervisor will forward his decision to the employee with a
copy to the Local Union accredited representative. If the decision is not
satisfactory to both the employee and the Union, then either may appeal the
grievance directly to the System Board of Adjustment ("Board"), established
under Article 22 of this Agreement, within ten (10) days from the date of the
decision. The terms and provisions of such Article shall be applicable, except
as otherwise specified herein.

(3) If the Union should appeal the decision to the Board, it shall prepare a joint
submission of the grievance setting forth the Union's and the employee's
position and forward copies to the employee, the Vice President - Labor
Relations of the Company, and to the Members of the Board. If the employee
should appeal the decision, he may request the Vice President-Labor
Relations to prepare the submission papers in his behalf for the Board. In this
event, such request shall be made by the employee in writing to his
immediate Supervisor who will transmit, through the local city manager, all
facts, data, and information concerning the grievance, together with a copy of
the decision from which appeal is taken. The Vice President-Labor Relations
will forward copies of the employee's separate submission to the employee,
the local city manager, the Director of the Air Transport Division of the
Union, and to the Members of the Board.

(4) During the period a grievance is filed under the provisions of this paragraph
and until after final award by the Board, the employee shall not be
discharged from the Company because of noncompliance with the terms and
provisions of this Article.

(H) The Union agrees that it shall indemnify the Company and hold the Company
harmless from any and all claims which may be made by the employee or employees against the
Company by virtue of the wrongful application or misapplication of any of the terms of this
Article.
(I) The Company will not interfere with, restrain, or coerce employees because of membership or lawful activity in the Union; nor will it, by discrimination in respect to hire, tenure of employment or any terms or conditions of employment, attempt to discourage membership in the Union.

(J) The Union agrees that neither the Union nor its members will intimidate or coerce any employee in respect to his right to work, or in respect to Union activity or membership. Further, there shall be no solicitation of employees for Union membership on Company time. The Union further agrees that the Company may take disciplinary action for any violation of this provision.

(K) During the life of this Agreement, the Company agrees to deduct from the pay of each member of the Union and remit to the Union, membership dues uniformly levied in accordance with the constitution and bylaws of the Union and as provided by the Railway Labor Act, as amended, provided such member of the Union voluntarily executes an appropriate "Check-Off Form" which shall be prepared and furnished by the Union.
ARTICLE 21

GRIEVANCE PROCEDURE

(A) An employee who believes that he has been unjustly dealt with because of improper
application or interpretation of this Agreement may, after verbally trying to resolve the issue
present his grievance in person or through his representative, within five (5) days, to his
Supervisor who shall evaluate the grievance and render his decision within five (5) days
thereafter.

(B) If the grievance in still not settled, it must be submitted within ten (10) days to the
person designated by the Company, who shall render a decision within ten (10) days, with a copy
to the Labor Relations Department.

(C) If the grievance is still unsettled, it must be submitted to the Board within ten (10)
days by an International or Local officer of the Union.

(D) All submissions and decisions must be in writing and personally delivered or sent by
U.S. certified mail, return receipt requested.

(E) Selected Union representatives shall be allowed necessary time for authorized Union
business during working hours, consistent with the needs of the service. "Authorized Union
business" is that relating to the investigation of grievances, disputes, disciplinary action hearings,
and grievance meetings with officials of the Company. In the conduct of such authorized Union
business, such representatives shall notify their Supervisor of their desire to leave their work
place, the reason therefore, and shall notify their Supervisor of their return. Such time will be paid
at the straight time rate.

(F) The Union shall be notified of any grievance meetings to be held and may, if it
desires, have a representative present.

(G) An International or Local officer of the Union who believes that any provision of this
Agreement has not been or is not being properly applied or interpreted, shall have the right within
ten (10) days after such alleged misapplication or misinterpretation, to protest such violation to
the appropriate Company representatives, with copy to the Labor Relations Department, who
shall evaluate such protest and render a decision, in writing, within fifteen (15) days.

(H) If no settlement is reached under paragraph (G) of this Article, an appeal may be
made in writing within thirty (30)
days to the Board.
ARTICLE 22

SYSTEM BOARD OF ADJUSTMENT

(A) Pursuant to the provisions of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment ("Board") for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and which are properly submitted to it, which Board shall be known as “US Airways Flight Crew Training Instructor System Board of Adjustment.”

(B) The Board shall consist of two (2) Members, one (1) of whom shall be selected and appointed by the Union and one (1) by the Company.

(C) The two (2) Members of the Board shall serve for one (1) year from the date of their appointment or until their successors have been duly appointed. Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection and appointment of the original Members of the Board.

(D) The Board shall have jurisdiction only over disputes between the Company and the Union or any employee or employees, other than a probationary employee, governed by this Agreement growing out of grievances involving interpretation or application of this Agreement. The Board shall have no jurisdiction whatsoever over proposals or disputes relating to general changes in hours of work, rates of pay, rules, or working conditions.
(E) The Board shall consider any dispute properly submitted to it by the Union or by the Company, when such dispute has not been previously settled in accordance with the terms provided for in this Agreement. The Company may make a direct referral to the Board.

(F) Appointments of Members of the Board shall be made by the respective parties within thirty (30) days from the date of the signing of this Agreement and said appointees shall meet in the city of Pittsburgh, Pennsylvania, within forty-five (45) days from the date of the signing of this Agreement, and shall organize and select a Chairman and a Vice Chairman, both of whom shall be Members of the Board. The terms of the office of Chairman and Vice-chairman shall be one (1) year.

The office of Chairman shall be filled and held alternately by a Union and by Company Member of the Board. When a Union Member of the Board is Chairman, a Company Member of the Board shall be Vice Chairman and vice versa. The Chairman shall preside at meetings of the Board and shall have a vote in connection with all actions taken by the Board.

The Board shall thereafter meet in the city where the general offices of the Company are maintained, unless a different place of meeting is agreed upon by the Board.

(G) All disputes properly referred to the Board for consideration shall be addressed to the Chairman. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to the Chairman, who shall promptly transmit one (1) copy thereof to the other Member of the Board. A submission to the Board shall be in the form of a petition stating:

(1) The name of the employee involved.
(2) A statement that the remedies provided by Article 21 have been exhausted.

(3) A statement of the nature of the dispute, including question or questions at issue, and the basis for the jurisdiction of the Board.

(4) The position or contention of the party filing the petition. When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not first been handled in accordance with the appeal provisions of this Agreement, except for Company referrals.

(H) Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing or both.

On request of individual numbers of the Board, the Board may, by majority vote, or shall at the request of either the Union representative or Company representative thereon, summon any witnesses who are employed by the Company or the Union and who may be deemed necessary by the parties to the dispute or by either party, or by the Board itself, or by either of the representatives constituting the Board.
The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.

(I) A majority vote of all Members of the Board shall be competent to make a decision.

(J) Decisions of the Board, in all cases properly referable to it, shall be final and binding upon the parties hereto.

(K) When a deadlock occurs in a case properly submitted to the Board, it shall be the duty of the parties to select a neutral Arbitrator to sit with the Board, as a Member thereof. If the Company and the Local Union President or accredited International Representative are unable to agree upon the selection of the neutral Arbitrator within thirty (30) days from the issuance of the deadlock decision of the case in question, the National Mediation Board will be requested to select a panel of five (5) neutrals from which, through the alternate striking method, one (1) will remain. A majority vote of all Members of the Board shall be competent to make a finding or a decision with respect to any dispute properly before it, and such finding or decision shall be final and binding upon the parties to such dispute.

(L) The failure of a Board to decide a dispute under the procedure established herein shall not serve to foreclose any subsequent rights or procedures which the Railway Labor Act, as amended, may provide with respect to the settlement of such disputes and nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded to either the employees or to the employer, or to their duly accredited representatives, by said Act.

(M) Board findings and decisions shall be stated in writing and shall be rendered within thirty (30) days from the close of hearing, unless such period is extended by agreement of the parties to the dispute. In each case, a copy of the finding or decision shall be furnished the Company, the Union, and such employee or employees as are parties to the dispute. If a dispute arises as to the interpretation of the finding or decision, then upon request of the Company, the Union, or such employee or employees as are parties to the dispute, the Board shall interpret the finding or decision.

(N) The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

(O) Each of the parties hereto will assume the compensation, travel expense, and other expenses of the Members of the Board selected by it.

(P) Each of the parties hereto will assume the compensation, travel expense, and other expenses of the witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.
(Q) The Chairman and Vice-Chairman, acting jointly, shall have the authority to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board, and such expense shall be borne one-half (1/2) by each of the parties hereto. Members of the Board who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Members of the Board. So far as space is available, Members of the Board shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board to the extent permitted by law.

(R) It is understood and agreed that each and every Member of the Board shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or with the employees may be affected in any manner by any action taken by him in good faith in his capacity as a Member of the Board.

(S) The Board shall meet four (4) times a year, if necessary.
ARTICLE 23

GENERAL

(A) The Company shall provide each employee hereunder with a copy of the Agreement.

(B) The Company shall provide a bulletin board(s) for use by the Union for posting official notices of Union business related to Instructors. Such notices shall bear the signature of an officer of the Union and shall not contain anything of a defamatory or personal nature attacking the Company or its representatives.

(C) No employee will be required to participate in a bomb scare investigation against his wishes.

(D) All orders to and requests from employees involving pay, transfers, promotions, demotions, layoff, reemployment, and leaves of absence shall be in writing.

(E) It is understood that all assignments requiring travel away from base and special assignments will be offered to qualified employees on a voluntary basis, if no premium time is involved. If there are insufficient volunteers to meet the needs of the service, the Company may then assign the work to the junior qualified employee or use other qualified personnel not covered by this Agreement.

(F) The Company will provide a per diem expense reimbursement for Company required away from base travel. The Company will reimburse all reasonable, actual expenses upon submission of appropriate expense reports, with receipts as required.
(G) The Company reserves the right to conduct out of base work and to schedule employees for this work. This work may include but is not limited to training events, Instructor training, and special projects. Training events, Instructor training, special assignments and other out of base work will be scheduled by the Company.

(H) Travel to and from out of base work:

(1) Unless extraordinary events do not permit, the Company will not require the employee to start travel to out of base work any earlier than to reasonably allow the employee to meet the start time of his work.

(2) The Company will make every effort to return the employee from out of base work as soon as possible after the completion his work.

(3) Travel time will be paid at the applicable rate of pay.

(4) Travel time will begin one (1) hour prior to the scheduled departure time and continue until one (1) hour after the actual arrival time.

(I) The Company will provide employees adequate accommodations at out of base sites for the duration of the work.

(J) In cases requiring transportation by air, the company will not require the employee to fly in a single engine aircraft.

(K) Employees who are required to travel, at the request of the Company, to a base or location other than their assigned base to perform their work will be covered by twenty-five thousand dollars ($25,000) of life insurance for accidental death, from any cause. This coverage will commence from the time they leave their assigned base and continue until the time that they return to their assigned base, at the completion of the Company requested travel.

(L) It in understood whenever in this Agreement employees are referred to in the masculine gender, it shall be recognized an referring to both male and female employees.
ARTICLE 24

EFFECTIVE DATE/DURATION

(A) Except as otherwise noted, this Agreement shall become effective on the first Monday of the first pay period following ratification, and shall remain in full force and effect for five (5) years following that date, and thereafter unless and until reopened in accordance with the Railway Labor Act.

(B) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) Each of the parties agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

(D) This Agreement shall cancel all Agreements, Supplemental Agreements, Amendments, Letters of Understanding and similar related documents executed between the Company and the Flight Crew Training Instructors, as represented by the Transport Workers Union of America, prior to the signing of this Agreement, with the exception of those listed below:
IN WITNESS WHEREOF, the parties have signed this Agreement this 12th day of May, 1999.

For the Transport Workers Union of America, AFL/CIO:

______________________________
Michael Bakalo
International Vice President
Air Transport Division

Witnesses:
L. Peter Ache  
Negotiating Committee

John A. DeWitt  
Negotiating Committee

William E. Gray  
Negotiating committee

Garnie J. Simmons  
Negotiating committee
For US Airways, Inc.

________________
John M. Hedblom
Vice President
Labor Relations

________________
John H. McFall
Manager
Labor Relations - Flight

________________
Howard Garbee
Director
Flight Operations Services

________________
Robert H. Fulton
Manager
Pilot Ground School Operations

________________
Dave Hepler
Supervisor
Pilot Ground School Operation
Dear Mike:

This letter is to confirm our understanding concerning the instruction of employees other than US Airways pilots in a classroom or mockup environment. This letter shall not alter any existing rights under 1(B) of this Agreement.

It is hereby agreed that the Company may require the instruction/training (in the subject areas listed in Article 1, Part “B”) of US Airways employees other than pilots and Flight Crew Training Instructors. It is understood that the Instruction/Training for US Airways employees other than pilots and Flight Crew Training Instructors is not considered the exclusive work of the Flight Crew Training Instructors. In addition, Flight Attendant Instructors may team with the Flight Crew Training Instructors to jointly present combined Flight Attendant and Pilot recurrent training.

Sincerely,

John M. Hedblom
Vice President Labor Relations
US Airways, Inc.

Accepted and Agreed

__________________
Michael Bakalo
International Vice President
Transport Division
Transport Workers Union of America
May 3, 1999

Mike Bakalo
International Vice President
Transport Division
Transportation Workers Union
80 West End Avenue
New York, New York 10023

Re: Furlough Pay

Dear Mr. Bakalo:

During the negotiations for the 1999 Flight Crew Training Instructors Agreement (the “Agreement”) we agreed to extend an enhanced furlough allowance for the duration of the Agreement. That enhancement raises to fifteen (15) weeks the allowance that will be paid to any employee furloughed under the provisions of Article 19, Furlough Allowance, should the period of furlough extend through fifteen (15) weeks. This enhanced furlough benefit is available only once for any employee furloughed during the life of the Agreement.

In addition, we have agreed that in the event of a furlough, a senior employee may opt to accept furlough in lieu of the furlough of a junior employee. In the event that a senior employee accepts furlough in such circumstances, that employee may opt to retire immediately following exhaustion of the furlough benefit and will remain entitled to normal retirement benefits as if retiring from active service.

To the extent that the terms of this letter conflict with Article 19, Furlough Allowance, the terms of this letter shall control.

Sincerely yours,

Accepted and Agreed
John M. Hedblom
Vice President Labor Relations
US Airways, Inc.

Michael Bakalo
International Vice President
Transport Division
Transport Workers Union
May 3, 1999

Mike Bakalo
International Vice President
Transport Division
Transportation Workers Union
80 West End Avenue
New York, New York 10023

Re: Compensation

Dear Mr. Bakalo:

As a result of the elimination of the seven (7) year pay scale in the 1999 US Airways Flight Crew Training Instructors Agreement (the Agreement), we have agreed that those employees who have reached the top of scale rates of pay on that scale will remain at the top of scale on the ten (10) year scale under the new Agreement.

Sincerely yours,

John M. Hedblom
Vice President Labor Relations
US Airways, Inc.

Accepted and Agreed

__________________
Michael Bakalo
International Vice President
Transport Division
Transport Workers Union
February 26, 1999

Mike Bakalo
International Vice President
Transport Division
Transportation Workers Union
80 West End Avenue
New York, New York 10023

This letter of Agreement is entered into this 26th day of February 1999 by and between US AIRWAYS, Inc. (the Company) and the Flight Crew Training Instructors (the Instructors) represented by the Transportation Workers Union (the Union).

Whereas, certain Pittsburgh-based Instructors will be required to perform out-of-base training in Seattle, Washington and

Whereas, the parties desire to provide special work rules covering these instructors during their out-of-base training because of the extended periods of time out of base which will be required, and

Whereas, those terms of the collective bargaining agreement which are not amended by this letter of agreement will remain in full force and effect for Instructors engaged in this out-of-base training.

Now, therefore, the parties agree as follows:

1. A. For the first day of travel to the out of base training and for the travel day home at the completion of the training, Instructors will receive pay in accordance with the existing Agreement. Existing policy provides for time and one-half (1 ½ x) for travel on a first day off and double time (2x) for a second and subsequent off days, until the instructor returns to his/her regular scheduled workdays.

   B. Travel on days off within the out of the base training assignment will not entitle an Instructor to premium pay.

2. A. While engaged in this out-of-base training, an Instructor will receive bid time equal to the total instructional time, but not less than his minimum daily guarantee of six (6) hours credit toward his monthly bid requirements.

   B. For every day off within an out of base training assignment, the Instructor shall receive one day (six (6) hours) of bid credit.

3. Instructors will receive eight (8) hours pay at the straight time rate for each day off while engaged in the out-of-base training assignment.

4. Instructors will receive a per diem expense reimbursement beginning on the day of travel to the out-of-base assignment and ending upon return to home base at the completion of the event.

5. No Instructor will be scheduled to work at an out-of-base training event for more than twenty-one (21) consecutive days (including a travel day to and a travel day returning from the training event) except by mutual agreement between the Instructor and the Company.
The terms of this agreement will be effective March 1, 1999 and will remain in effect through December 31, 1999, and may continue thereafter with the written consent of both parties.

John Hedblom                               Michael Bakalo
Vice President, Labor Relations            International Vice President
US Airways, Inc.                           Transport Workers Union
October 9, 1995

Mr. Michael Bakalo
International Vice President
Transport Workers Union of America
Air Transport Division
80 West End Avenue
New York, NY 10023

Dear Mr. Bakalo:

The following shall confirm our understanding during negotiations concerning employees under the USAir Flight Crew Training Instructor Agreement participating in the Managed Care Program.

**Option A**

Pre-Medicare Monthly Contributions for 1995 - Actives

<table>
<thead>
<tr>
<th></th>
<th>Medical</th>
<th>Dental</th>
<th>Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$14.15</td>
<td>$1.56</td>
<td>$15.71</td>
</tr>
<tr>
<td>Family</td>
<td>$41.08</td>
<td>$4.57</td>
<td>$45.65</td>
</tr>
</tbody>
</table>

Pre-Medicare Monthly Contributions for 1995 - Retired/Disabled/Survivors

- Fifty per cent (50%) of pre-Medicare contributions for actives.
- Pre-Medicare medical and dental contributions escalate as follows:

**Annual Medical Care Cost Increases**

<table>
<thead>
<tr>
<th>Range</th>
<th>Company paid</th>
<th>Employee paid</th>
<th>Split between Company and employee</th>
<th>Company paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 - 10%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 - 20%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>over 20%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Single pre-Medicare medical/dental contribution by the employee cannot exceed $25/$5 per month.
- Family pre-Medicare medical/dental contribution by the employee cannot exceed $70/$10 per month.

**EXAMPLE:** Total medical/dental care costs increase 20%, therefore a 10% increase in the pre-Medicare medical contributions is warranted.
- Family medical rate increases from $41.08 to $45.19.
- Family dental rate increases from $4.57 to $5.03.

Post-Medicare Medical Monthly Contribution for 1995 -

<table>
<thead>
<tr>
<th></th>
<th>Single</th>
<th>Spouse</th>
<th>Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$ 6.04</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spouse</td>
<td>$12.03</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Children</td>
<td>$24.16</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Post-Medicare medical contributions escalate using pre-Medicare formula effective 1/1/96.
- Post-Medicare contributions are capped at three (3) times the initial base at the time the employee reaches age 65. In no event shall the following dollar caps be exceeded:

<table>
<thead>
<tr>
<th></th>
<th>Single</th>
<th>Spouse</th>
<th>Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$30.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spouse</td>
<td>$30.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Children</td>
<td>$45.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Post-Medicare Dental Monthly Contribution for 1995 -

<table>
<thead>
<tr>
<th></th>
<th>Single</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$17.93</td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>$51.99</td>
<td></td>
</tr>
</tbody>
</table>

- Once an employee reaches age 65, he/she will contribute the cost incurred by USAir for dental coverage.

OPTION B

Retain Current Base
Plus Major Medical Program

Pre-Medicare Monthly Contribution for 1995 - Actives

<table>
<thead>
<tr>
<th></th>
<th>Medical</th>
<th>Dental</th>
<th>Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$ 55.00</td>
<td>$1.56</td>
<td>$ 56.56</td>
</tr>
<tr>
<td>Family</td>
<td>$150.00</td>
<td>$4.57</td>
<td>$154.57</td>
</tr>
</tbody>
</table>

- Monthly contributions shall be adjusted annually to maintain cost neutrality with respect to USAir's cost under the Managed Care Program.

Pre-Medicare Monthly Contributions for 1995 - Retired/Disabled/Survivors

- Fifty per cent (50%) of pre-Medicare contributions for actives under OPTION A plus fifty per cent (50%) of the difference in cost between OPTION A and OPTION B.
Caps on Monthly Contributions

- Single pre-Medicare medical/dental contributions by the employee cannot exceed $55.00/$7.50.
- Family pre-Medicare medical/dental contributions by the employee cannot exceed $150.00/$20.00.

Post-Medicare Medical Monthly Contributions for 1995 -

<table>
<thead>
<tr>
<th></th>
<th>Single</th>
<th>Spouse</th>
<th>Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$ 6.04</td>
<td>$12.08</td>
<td>$24.16</td>
</tr>
</tbody>
</table>

- Effective 1/1/96, post-Medicare medical contributions shall be adjusted annually to maintain revenue neutrality with respect to USAir's cost under the Managed Care Program.

- Post-Medicare contributions are capped at three (3) times the initial base in effect when the employee reaches age 65.

In no event shall the following dollar caps be exceeded:

<table>
<thead>
<tr>
<th></th>
<th>Single</th>
<th>Spouse</th>
<th>Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$40.00</td>
<td>$40.00</td>
<td>$65.00</td>
</tr>
</tbody>
</table>

Post-Medicare Dental Monthly Contribution for 1995 -

<table>
<thead>
<tr>
<th></th>
<th>Single</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$17.93</td>
<td>$51.99</td>
</tr>
</tbody>
</table>

- Once an employee reaches age 65, he/she will contribute the cost incurred by USAir for dental coverage.
NOTE:

- No differential contributions required by new hires under either option.

- **Option A** or **Option B** and the contributions attended to do not affect employees who have retired or are disabled prior to the date of implementation of the Managed Care Plan.

- The Company shall provide information necessary to verify the costs passed on to the employee participants.

- Provisions will be made for retiree contributions to be deducted from monthly retirement benefits.

- Retirees retain the plan of coverage in retirement that they participated in the day before retirement.

- Employees have the right to choose between **Option A** or **Option B** once each year. The period to choose **Option A** or **Option B** will be within 90 days of the effective date of the change. The effective date for such choice will be the first day of the calendar year.

- Commencing sixty (60) days prior to an employee's projected disability date, and continuing for a period of thirty (30) days thereafter, an employee will be afforded the opportunity to select either **Option A** or **Option B** coverage during his/her disability. The employee will notify the Company which option he/she selects at least 30 days prior to his/her anticipated disability date.
- An employee who commences a leave of absence or is placed in furlough status and who is entitled to remain in the Company's medical plans may select **Option A** or **Option B** coverage during the first thirty (30) days of such leave or furlough. He/she shall retain such option for the duration of his/her leave/furlough.

Sincerely,

/s/ Richard J. Frey

Director

Labor Relations - Ground
LETTER OF AGREEMENT

between

US AIRWAYS, INC.

and the

FLIGHT CREW TRAINING INSTRUCTORS

in the service of

US AIRWAYS, INC.

as represented by the

TRANSPORT WORKERS UNION OF AMERICA, AFL/CIO

PARITY PAY ADJUSTMENT

THIS LETTER OF AGREEMENT is made and entered into in accordance with Title II of the Railway
Labor Act, as amended, by and between US Airways, Inc. (hereinafter referred to as the “Company”) and
the Flight Crew Training Instructors in the service of the Company, as represented by the Transport
Workers Union of America, AFL/CIO (hereinafter referred to as the “Union”).

WHEREAS, the parties have agreed that a pay adjustment will be implemented based on parity principles
and procedures set forth in this Letter of Agreement;

NOW THEREFORE IT IS mutually agreed as follows:

A. The Company and the Union agree that effective one year from the date of signing of the parties’ 1999
collective bargaining agreement, and every 12 months thereafter up to but not including the amendable
date of the agreement (the “Parity Dates”), the top of scale rates of pay without premiums (“Pay
Rates”) for Flight Crew Training Instructors’ jobs held by employees covered by the 1999 collective
bargaining agreement (“Covered Jobs”) will be adjusted so as to equal 101% of the “weighted
average” (as defined in Paragraph H(4) below) of the then-existing top of scale Pay Rates for similarly-
situated non-pilot jobs at American, Delta, Northwest, and United Airlines (the “Composite
Competitor”). (This shall be referred to herein as achieving “Parity Pay Rates.”). The same percentage
adjustment will then be applied to each step in the longevity pay scale for Covered Jobs. For purposes
of this agreement, “non-pilot” means someone who is not paid pursuant to or based on an incremental
increase to the pilot pay scale at the composite competitor.

B. The method of calculating the Parity Pay Rates for each Covered Job as of the Parity Dates shall be as
follows:

(1) The Composite Competitor’s Pay Rates on each Parity Date (weighted pursuant to Paragraph H(4)
below) will be calculated for the Composite Competitor’s classifications which are the same as or
similar (as defined in Paragraph H(2) below) to the Company’s Covered Jobs.

(2) An adjustment to achieve Parity Pay Rates on each Parity Date will then be calculated for the
Company’s Covered Jobs. This will be done by multiplying the monthly pay rate at each pay step on
the Company’s pay schedule for the Covered Jobs by the ratio of 101% of the weighted Composite
Competitor’s Pay Rate for the same (or similar) job divided by the Company’s Pay Rate for that
Covered Job.

C. In order to implement the Pay Rates adjustments described in Paragraph B above, the parties will meet
at least three months prior to each Parity Date, at which meeting the parties (i) will exchange relevant
information reasonably necessary to determine the Parity Pay Rates, and (ii) will attempt to reach
agreement as to the Parity Pay Rates which will be implemented effective on the Parity Date.
D. If the parties do not reach agreement at least two months prior to any of the Parity Dates, the Parity Pay Rates for that Parity Date will be promptly submitted to and determined by a panel of one neutral labor arbitrator, one Company-appointed member, and one Union-appointed member (the “Neutral Review Panel” or “Panel”). The Union and the Company shall share equally the fees and expenses of the neutral Panel member and any meeting rooms, and shall otherwise be solely responsible for their own respective fees and expenses.

E. The neutral member of the Neutral Review Panel shall be selected at least two months before the first Parity Date using a mutually agreeable “strike-off” process from a list of five nationally-recognized labor arbitrators experienced in the airline industry to be identified by mutual agreement of the parties. The order of striking should be determined by a coin flip. The neutral Panel member will be the same for each Parity Date review, if available. If the neutral member of the Panel becomes unavailable to serve for any review procedure required by this Letter of Agreement, a replacement neutral member shall be selected by using the same process described in this paragraph.

F. After selection of the Panel members, the parties will promptly select and schedule hearing dates with the Panel members so as to reasonably allow for a determination of the Parity Pay Rates by or before the Parity Dates, if possible. In all cases, the Parity Pay Rates will be effective as of the relevant Parity Date. The hearing process before the Panel will be based on a reasonable time schedule, and shall be as follows: the parties will first submit written testimony, exhibits, and argument to the Panel; the parties will then submit reply testimony, exhibits, and argument to the Panel; and finally the parties will meet with the Panel for oral presentations to and questions by the Panel. The Panel will make best efforts to issue a written determination as to the Parity Pay Rates by or before the Parity Dates.

G. The Neutral Review Panel will only have the jurisdiction to determine the Parity Pay Rates, and to require the Company and Union to take steps consistent with implementation of the Parity Pay Rates effective as of the Parity Dates. The Panel shall have no authority to adjust the length of the Company’s longevity scale, or to require changes to pay, benefits, or work rules in a manner inconsistent with any of the terms of this Letter of Agreement, and shall have no authority to change, add to, or delete provisions from this Letter of Agreement or from the parties’ collective bargaining agreement. The determination of Parity Pay Rates by the Neutral Panel shall be final and binding.

H. Definitions. For purposes of this Letter of Agreement, the following definitions, criteria, and calculations shall apply and shall be binding on the parties and the Neutral Review Panel:

(1) Pay Rates and Parity Pay Rates shall be calculated so as to include top of scale monthly rates of pay (excluding premiums) at the Company and the Competitor. In the event a Competitor reduces monthly rates of pay in exchange for equity or other consideration for a defined and temporary period of time (e.g., with a guaranteed snap-back to pre-reduction levels), any resulting reduction in Pay Rates shall not be considered. Instead, the Pay Rates effective prior to the reduction will be considered during the temporary period the reduction is effective.

(2) In determining the Parity Pay Rates for Covered Jobs, the comparison will be made to non-pilot jobs at the Composite Competitor which are “similarly situated” to the Covered Jobs. To determine which jobs are “similarly situated,” the parties and the Neutral Review Panel shall consider the following factors: job title; job duties; and other factors reasonably related to such a determination. If there is no non-pilot “similarly situated” job, then there is no comparison and that composite competitor would be eliminated from that particular parity review. As of the date of signing of this agreement, the appropriate “similarly situated” jobs are as follows: American – Ground School Instructor; Delta – Instructor Developer 2; Northwest – Air Training Instructor (grade 7 on Northwest management salary scale); United – Fleet Technical Instructor. This description of “similarly situated” jobs is subject to alteration during the terms of this agreement if there are substantive changes to titles, duties and other factors reasonably related to the “similarly situated” jobs determination.
In determining top of scale monthly rates of pay, for Covered Jobs, reference will be made to the monthly rate of pay earned by an employee who has reached the highest level of monthly pay at the Composite Competitor applicable to the “similar” classification.

The “weighted average” of the Pay Rates for “similarly situated” jobs at the Composite Competitor means, for each Covered Job, the average of the Pay Rates at the four carriers constituting the Composite Competitor weighted by the Company’s relative Exposure to Competition for each Competitor. “Exposure to Competition” for each Competitor is determined by the following calculations:

(a) Derive total origin and destination (“O&D”) passengers carried by all carriers in all the domestic markets served by US Airways, plus, all O&D passengers carried by US Airways, American, Delta, Northwest and United in the same US Airways markets. The O&D passenger data will be derived from the Department of Transportation’s OD1A database for the last four quarters of data available prior to the applicable measurement date, then

(b) For each Competitor, determine its market share in each of the markets in (a) above by dividing each Competitor’s O&D passengers by the Total O&D passengers for all carriers derived in (a) above, then

(c) For each Competitor, determine the markets in which its market share calculated in (b) above is greater than 4.5%, then

(d) For each Competitor, add up the total US Airways O&D passengers for those markets in which that Competitor and US Airways has a market share of 4.5% or more (“US Airways Affected Passengers”), then

(e) Divide each Competitor’s US Airways Affected Passengers calculated in (d) above by the total of all four Competitor’s US Airways Affected Passengers to get the “weighted average” of Exposure to Competition for each Competitor.
(f) NOTE: Certain airports as represented in the Department of Transportation’s OD1A database shall be combined as one airport for calculation purposes as follows:

- LBO = LAX + SNA + BUR + ONT + LGB
- HOS = HOU + IAH
- SOS = OAK + SFO + SJC
- DAS = DAL + DFW
- CHI = ORD + MDW
- WAS = DCA + IAD
- NYC = LGA + EWR + JFK

I. This Letter of Agreement shall be effective on the effective date of the 1999 collective bargaining agreement, and shall terminate on the date by which all Pay Rate adjustments, if any, required by this Letter of Agreement have been implemented, at which point it shall have no further force or effect.

Sincerely,

John M. Hedblom
Vice President Labor Relations
On behalf of US Airways, Inc.

Accepted and agreed this 12th day of May, 1999:

____________________________
Michael Bakalo
International Vice President
On behalf of the TWU