

Subject: Capt. John Brookman letter to the US Airways pilot's/12 Oct .

October 12, 2004

Fellow pilots of Council 94:

There are two stories on the table, both sides agree, this pilot group is offering to give the company what they have asked for. However, the issue we are sharply divided on is one of NEED verses WANT. The Company has upped the ante not only asking for significantly more of the items than they are willing to place a value on, but, in addition, are opportunistically attempting to rape the pilot group of many contractual provisions on which they have placed NO VALUE. If a concession is not valued, first so we know what we are conceding, and second so that management will understand how it will fit into their business plan, then we should not cooperate with giving that item up. We have offered essentially what they have asked for, but this TA goes far beyond that in an attempt to rape the contract. Therefore I recommend you vote NO on this Tentative Agreement.

There is a path to a better deal. After this TA is voted down, the company will seek relief in court as described in their 1113E filing. When the judge approves the 1113E request (and make no mistake, he will), the company will have the immediate financial relief they need, and our working conditions will remain significantly better than the current TA. We will then engage the Negotiating Committee to continue their work and improve upon this disastrous Tentative Agreement.

The MEC Officers and those MEC members who support this TA have continuously used supposition and conjecture in an attempt to instill fear of the unknown in this pilot group. Statements which tell us what the Company or Judge may or could do are subjective at best and perhaps deliberately misleading to drive us to a bad decision, There is significant risk to any Company which imposes an agreement. An unhappy workforce, an agreement which is open to further negotiation poses problems for managements as well as labor. Please keep these considerations in mind while you are considering this TA.

What will make the difference? How will the NC be able to do better? The Negotiating Committee was neutered by the divisive actions and statements of the MEC Officers, the Communications Committee Chairman and various members of the MEC, The sniveling that has been occurring over the legitimate use of roll call voting procedures, combined with statements by some members of the MEC to go get any deal, so we can send it to the pilots, have grossly underestimated this pilot group and our will to obtain a fair and equitable tentative agreement. When the MEC Officers and certain MEC members are begging for any deal, the Company knows they don't have to bargain in good faith. The Company has been constantly told, that any deal was going to the pilot group for a vote. What did they have to lose by asking for the moon? This MEC enabled the company to do an end run around the long established process, and go directly to the pilot group. In fact, Doug Mowery stated that he had no leverage during the negotiating process, and that

he felt like his legs had been cut off. The Company was able to just sit back and reap the benefits of a divided MEC and pilot group. The one way to reunite this MEC and the pilot group is to send back a resounding NO on this TA. The MEC will have no choice but to finally listen, and address the most important issues of Job Security, Retirement, and Benefits. Patience and Stamina Negotiating at this level is a war of attrition, the Negotiating committee, the MEC, and the pilot group. Now is not the time to loose patience, we must pull together, act responsibly, vote down this tentative agreement, allow the company to get the immediate relief they need through the 1113E process, and send the Negotiating Committee back to the table with a united pilot group and MEC. Give the Negotiating Committee the ability to achieve an agreement that both the pilots and the company can be proud of.

The company wants to know where you stand. Tell them you want to help to return our company back to profitability, but that you will not be raped in the process.

Fear and Distractions Many on the MEC, including the Officers, have gone to great lengths to distract you and stir your emotions and fears. They have continually tried to use two issues of policy that are inappropriate during this or any crisis. Matters of policy in large democratic organizations, such as ALPA, are settled during quiet times to provide structure during times of crisis. The two being used to scare you by the MEC Chairman and some MEC members are the use of roll call voting and membership ratification. Those who lament the legitimate voting procedures at ALPA have recourse, bring an agenda item 'to the ALPA Board of Directors and make changes. For now, senatorial and roll call voting are sensibly thought out policy, made by ALPA members before us. The second scare tactic is that of membership ratification. We have a well thought out policy, that I am not suggesting that we abandon. However, in this circumstance, when you have the MEC Chairman and some MEC members advocating sending company proposals and now this tentative agreement out to the pilot group just so they can vote on something, you lose the checks and balances setup in the policy manual, and you neuter your Negotiating Committee. ALPA policy clearly states that once an agreement is accepted by the Negotiating Committee as a TA, it is brought back to the governing body for consideration. I, alone, spent over 3 1/2 hours questioning the negotiating committee members during an open session of the MEC, and countless hours at home, concerning all areas of this tentative agreement. And yet, a resolution was offered that would have sent this TA out to the pilot group with a quick turn around time. Most members of the MEC supported this. Why a very quick turnaround time? Are they afraid if you read the TA, you might not vote for it? Is that why so many members of the MEC were not interested enough to even ask questions? Were they afraid if you heard the truth you wouldn't vote for it? Why are so many MEC members willing to shirk their responsibilities of elected officers? Why are they willing to pawn off the hard decisions on the pilot group? Under these circumstances, if you were the Company, what would you do? Would you be interested in negotiating in good faith with our committee?

We have always operated under the policy and procedures of the Air Line pilots Association, well thought out in times of peace, and true and tested in times of war. Why has our MEC leadership failed this MEC and more importantly this pilot group? I am

writing this, letter to strongly urge you to vote NO on LOA 93 Transformation Plan. This TA is lacking in many areas. I will highlight the most onerous deficiencies. This outline, along with the above plan for voting down this TA will allow this pilot group to address the Company's immediate need for financial relief, while working toward a long term solution. There will be a more detailed description of all areas of the agreement posted on the Just Plane Sense website at: <http://www.justplanesense.com>

Deficient Areas of LOA 93 Transformation Plan

1. Duration the amendable date of LOA 93 is December 31, 2009. There are no snap backs or provisions for the pilot group to recoup any contractual provisions, benefits or pay during for the next 5 years, and realistically under the provisions of the Railway Labor Act, it may take up to 2 additional years to negotiate any changes to the collective bargaining agreement.

2. Pay Cut of 18% for the duration LOA 93. However, we must look at and add up all the additional items that were eliminated in order to calculate the true total pay cut. Elimination of Night Pay, Elimination international override for all non-transoceanic trips, Reduction of transoceanic override by 18%. Reduction of additional 1% of pay (19% total) beginning with the recall of pilots to mainline or if furloughed pilots are at MDA, and not recalled to the mainline prior to 2008 the additional 1% will be charged (beginning in 2008) to all mainline pilots in order to make payments for the benefit of funding a DC plan for those MDA pilots. No increases or adjustments to pay throughout the term of the agreement. 25% of disability premiums to be paid by the pilot group, at a \$100 per month reduction to pay. with the elimination of the AIL (bid sheet), through Saturday/Sunday restriction and the elimination of the requirement for 5% open time at the beginning of the month, our pay will most likely be further reduced from our monthly maximum pay cap to our line value. Split trips will pay actual time, even if the Company initiated the split. The Company will be able to sharp shoot this section. What if they decide to call cancelled segments, irregular operations or reschedules split trips? They will be able to limit pilot pay. All deadheading will be done at 50% pay no credit. We will find ourselves deadheading all over the country. This provision will allow the Company to be less efficient at our expense.

3. Defined Contribution Retirement Plan all pilots are reduced to a maximum 10% rate. While this is detrimental to all pilots, it hits the oldest pilots and the outliers the hardest. They cannot possibly hit the previous target benefit, and they have the shortest amount of time to gain a meaningful DC benefit. Previously required non-qualified (notional) money would now be paid over 3 years, after a pilot retires. Qualified money will not be required to be paid until November 30, 2005. This will substantially reduce a pilot's ability to gain investment opportunities in the market place. The Company agreed to indemnify the Association from any lawsuits that arise out of the drastic reduction of the pilots defined contribution retirement plan. Knowing that lawsuits are a given, this is the one and only issue the ALPA National was adamant about achieving. The Association received a similar provision from the Company when the Defined Benefit Retirement

Plan was eliminated a grievance has been filed because the Company has not honored the indemnity provisions of the restructuring agreement.

4. Work Rules and Scheduling the following contractual items have been changed. Keep in mind, there is no complete contract language for these changes, as required by the MEC Policy Manual, and the total credit this pilot group received for the whole sale gut of our working agreement was a meager 20 million dollars. Pay caps of 85-90-95 plus flex of 5 hours to any established cap with no reserve pay increase, disadvantages all pilots. Lineholders loose control of their schedules (through POTAs and number of days in their line) and reserve pilots sit around with no increase in their guarantee. Reserve pilots will have a 285 (95 hour per month average) three month rolling cap. Under this provision a reserve pilot will almost never be able to call himself out of time.

All implementation steps of work rules and scheduling to be discussed within the JIRC. Does this mean that the JIRC committee will develop the final contract language? Yes, there are specific references within LOA 93 that allows JIRC to develop parameters and language. This is expressly prohibited by the MEC policy manual. Reserve Bucket System completely at the discretion of the Company. Pilots will only be offered trips that match their days of availability. Reserves will not be able to choose commutable trips, and it will become difficult for a reserve pilot to be able to maximize their time thru the trip selection process. This is an anti seniority system that will make it very difficult for reserves to break guarantee, When you take into account all the proposed contractual changes, deadhead, trip split, reserve bucket system, it is very likely that reserve pilots can work every available duty day and not break guarantee. . Saturday/Sunday AIL restrictions for lineholders, all lineholders, who have a trip that touches the weekend, must protect that trip under the same concept of holiday trip protection guidelines

Fraternally,

John Brookman