

# **US Airways Voluntary Furlough with Limited Recall (VFLR) Program**

## **Objective**

In accordance with the Transformation Plan Agreement between AFA and the Company, the Voluntary Furlough Limited Recall (VFLR) Program will provide an opportunity for certain Flight Attendants to accept a voluntarily furlough from US Airways with limited recall rights in exchange for a cash payment and certain travel benefits, thereby reducing the number of involuntary furloughs. This additional VFLR is being offered to fulfill the terms of the Transition Plan Agreement which requires the Company to offer an additional 323 VFLRs as a result of the "surplus number" from the original offering in 2005. This program is not being offered as a result of a "lack of work".

## **Eligible Employees**

A flight attendant must be in an active status as of December 1, 2004 to apply for a VFLR, and must be in an active status as of his/her awarded VFLR release date (i.e., July 1, September 1, or November 1, 2006) to be eligible for a VFLR. Active status for purposes of VFLR includes flight attendants actively flying the line, claiming paid sick leave, taking FMLA/PCL leave, or on military leave. Flight attendants on non-FMLA/PCL or non-military leaves of absence such as personal, unpaid medical, long-term disability, or voluntary furlough shall not be considered active. The Program is limited in size to the number of VFLR notices issued. If there is an oversubscription to the program, Flight Attendants will be selected based upon seniority using the competitive seniority bidding date.

## **Benefits**

Eligible flight attendants who voluntarily furlough from US Airways under this program will receive the following benefits:

- 1) A cash payment in the amount of ten thousand dollars (\$10,000), less applicable taxes and withholdings. However, a flight attendant claiming excessive sick after accepting a VFLR but prior to being released on VFLR may be denied such \$10,000 payment, but will still be required to accept the other conditions of VFLR.

The definition of "claiming excessive sick", which will result in the denial of the \$10,000 cash payment, is as follows:

- a) a flight attendant with a release date of July 1 should not have more than two sick calls after being awarded the VFLR;
- b) a flight attendant with a release date of September 1 should not have more than 3 sick calls after being awarded the VFLR;
- c) a flight attendant with a release date of November 1 should not have more than 4 sick calls after being the awarded the VFLR.

Keep in mind that if a flight attendant is already in the Dependability Control Program (DCP) at the time of his/her VFLR award, subsequent sick calls or dependability events may progress a flight attendant to

additional level (s) of the DCP and if so, that flight attendant may not be eligible for the \$10,000.00 by virtue of his/her status and/or termination.

Furthermore, any extraordinary cases occurring during the aforementioned period will be reviewed on a case by case basis.

- 2) On-line travel privileges as outlined below, unless the flight attendant is entitled to a higher level of travel privileges pursuant to Section 22.J of the Collective Bargaining Agreement.
  - a) Employees who have completed at least five (5) but less than ten (10) years of Company service as of their awarded VFLR release date are eligible to receive ten (10) non-revenue, space-available passes for the employee and each eligible family member for the calendar years 2006 through and including 2016.
  - b) Employees who have completed at least ten (10) years of Company service as of their awarded VFLR release date will receive unlimited non-revenue, space-available passes for the employee and each eligible family member for the life of the employee after the VFLR date.
- 3) A flight attendant leaving the service of the Company on VFLR will receive payouts for any accrued pay benefits (e.g., vacation) but will cease to accrue any further seniority or benefits. All accrued vacation to date will be paid out. A flight attendant with seven (7) or more cumulative vacation days will be paid out at four hours (4:00) base pay and credit per day. A flight attendant with less than seven (7) cumulative vacation days will be paid out at three hours and thirty minutes (3:30) base pay and credit per day.
- 4) The Company will not contest unemployment compensation.
- 5) A flight attendant may not qualify for unemployment under this Additional VFLR Offer as result of the release not being related to a lack of work.

Flight Attendants who participate in this Program are not eligible to receive severance benefits or furlough pay pursuant to any other policy, program or contractual provision.

**VFLR Process:**

- 1) The Company is making an additional offer for a limited total number of VFLRs based on the “surplus number” from last year’s VFLR offer. The program received a total of 823 request. The Company awarded 500 VFLRs. The surplus amount of 323 is being offered as required by the terms of the agreement.
- 2) The following release dates and the number of VFLRs will be offered in each release date: July 1, 2006 (100 slots); September 1, 2006 (100 slots); November 1, 2006 (123 slots).
- 3) Flight attendants applying for VFLR will bid, in seniority order, for VFLRs and may specify preference for one or more of the established release dates. See attached application and bid form.

- 4) The Company will process bids in system seniority order, awarding the flight attendant's preferred release date, if available, until all slots are filled.
- 5) If the Company receives more bids for VFLRs than the number of slots offered (such difference, "the surplus number"), then, no later than twelve (12) months from the last release date range for VFLR's previously implemented, the Company will implement an additional offer of VFLRs (an "Additional VFLR Offer") for at least the surplus number of flight attendants from the prior VFLR offer, subject to all of the terms and conditions applicable to VFLRs described herein. If an Additional VFLR Offer has more bidders than slots available, the Company will repeat this process, until the Company offers an Additional VFLR Offer for which it has fewer bidders than available slots, after which time, at its sole discretion, the Company may terminate the VFLR program. For clarification, note the following:

A flight attendant may not qualify for unemployment under this additional VFLR Offer as result of the release not being related to a lack of work.

- i. A flight attendant who is not eligible for the initial VFLR offer (i.e., they are not active as of December 1, 2004) will not be eligible for any Additional VFLR Offer;
- ii. a flight attendant who bids for a VFLR offer and is not sufficiently senior to hold a slot for that VFLR offer may bid in an Additional VFLR Offer but will not have any special seniority rights as a result of his/her previous unsuccessful bid.

### **Application/ Bid Form Deadline**

Flight Attendants interested in participating in this Program should complete and return the Voluntary Furlough Limited Recall Application and Bid Form to Inflight Administration (to be **received** by Inflight Administration) no later than March 4, 2006 at 11:59 pm. You may fax the Application and Bid form to 703-872-6476. You may verify receipt of your Application and Bid form by checking on theHub. Inflight Administration will post on theHub each afternoon (Monday through Friday) a searchable list of forms received. This list will be available after 5 pm and include forms received prior to 11 am that day.

### **Selection and Release Process**

The Company will process bids in system seniority order, awarding the flight attendant's preferred release date, if available, until all slots are filled. Flight attendants will be required to sign a VFLR release on their release date in order to receive the cash benefits outlined in this Program. **Once you submit an application and the Company awards you a VFLR date, you cannot rescind your acceptance to participate in the Program.** If you refuse or fail to sign the VFLR release, you will still be considered to have gone out on a Voluntary Furlough Limited Recall, but you will not receive any of the cash benefits under the VFLR Program as outlined in this document.

### **Miscellaneous Program Details**

1. A flight attendant who leaves the service of the Company on a VFLR will be offered one recall opportunity but only after the actual recall of all other voluntary and involuntary furlougees, and subject to the forfeiture of his/her prior longevity and seniority (i.e., he/she will start as a new hire employee in all ways except that he/she will not be subject to the normal probationary period). A

flight attendant who is offered such recall and declines it will be deemed to have resigned. If the flight attendant accepts the recall, all non-cash benefits under the VFLR Program shall immediately cease upon return to work.

2. Company subsidized medical and dental benefits will terminate on the effective date of the VFLR. COBRA will be offered in accordance with applicable law.
3. A flight attendant eligible to retire (i.e., of age 55 or more and with 5 or more years of service) who is also offered a VFLR may choose either to retire or to take the VFLR, but cannot do both. Moreover, those flight attendants who elect to participate in and are released pursuant to the VFLR Program, and who subsequently become pension eligible because they reach age 55 and have 5 (five) or more years of service, will NOT be eligible to then retire from VFLR status with retirement benefits (e.g., sick bank payout). If you decide to receive your pension after taking VFLR, you will need to resign your employment from the Company by notifying Inflight Administration in writing. Please be advised that notifying the Company of your resignation does not satisfy your obligation to notify the Pension Benefit Guaranty Corporation (PBGC) of your desire to apply for a pension benefit under the Retirement Plan for Flight Attendants in the Service of US Airways, Inc. Any recall rights shall cease upon your resignation.
4. The Company may delay the release date of a flight attendant leaving the service on a VFLR for the time necessary to train such flight attendant's replacement.
5. Employees are expected to continue to be in compliance with all US Airways employment policies and practices during the offering period and in the period prior to their VFLR date, including attendance rules. Failure to do so may result in your VFLR award being denied or your participation in the program revoked by US Airways.
6. If you apply to the VFLR Program and do not meet the eligibility requirement, your application will be deemed null and void.
7. Clarification or resolution of unspecified administrative issues concerning the benefits offered will be determined by US Airways, Inc. in its sole discretion.

### **Travel Details**

8. No registered guest or companion/guest pass privileges will be available.
9. Passes for the Participant and eligible family members will be issued at any ATO/CTO. Travel cards will not be issued.
10. As required by Internal Revenue Service regulations, the fair market value of all passes will be reported as income of the Participant. Currently, the fair market value of a pass is considered to be 10% of the unrestricted US Airways "Y Fare" on the date of issuance. Each year, Participants will receive a Form 1099 from US Airways reporting the fair market value of passes issued to the Participant and eligible family members. The former employee will be responsible for any and all tax liability resulting from his/her travel and that of eligible family members.
11. Travel will be provided on US Airways, US Airways Express, and US Airways Shuttle only.
12. Pass privileges will terminate upon the death of the former employee or upon employment of the employee by any air carrier.

13. Passes may not be used for any business purposes, whether for profit or non-profit.
14. Participants with less than twenty (20) years of Company Service as of their awarded VFLR release date and their eligible family members traveling under this program will be given a boarding priority below that of active mainline employees and their eligible family members. Participants with twenty (20) years or more of Company Service as of their awarded VFLR release date and their eligible family members traveling under this program will be given a boarding priority the same as that of active mainline employees and their eligible family members.
15. "Eligible family member" is defined in the Employee Travel Manual. Former employees and their eligible family members traveling under this program are subject to conduct, dress and other rules published by US Airways regarding employee travel. Any violation of these or other appropriate non-revenue travel rules and policies will result in the immediate and permanent revocation of the non-revenue pass privileges provided under this program. Applicable travel rules and policies will be those in effect at the time of travel.