



CUSTOMER SERVICE AND FLEET SERVICE

COMMITMENT TO SUCCESS

ATTENDANCE AND PERFORMANCE PROGRAM

September 15, 2008

TABLE OF CONTENTS

I.	INTRODUCTION.....	3
II.	APPLICATION OF ATTENDANCE PROGRAM AND PERFORMANCE PROGRAM	3
III.	DEFINITIONS OF TERMS.....	4
IV.	ATTENDANCE PROGRAM.....	6
A.	PURPOSE	6
B.	EMPLOYEE OBLIGATIONS UNDER THE ATTENDANCE PROGRAM	6
C.	POINT PROGRAM.....	6
D.	PROCEDURE	7
E.	VERIFICATION OF ABSENCE	9
F.	SHIFT TRADES.....	11
G.	SICK LEAVE	11
V.	PERFORMANCE PROGRAM.....	12
A.	STANDARDS	12

I. INTRODUCTION

The Company is responsible for developing and administering work rules essential to the efficient operation of the Company. It is the Company's policy to be fair and impartial in the administration of the Commitment to Success for Attendance and Performance Program ("the Program") described herein.

It is the Company's desire to provide counseling to employees of US Airways when necessary so that all employees may enjoy successful, fulfilling careers. The Commitment to Success Program is written with this goal in mind.

The Program is not a contract of employment. The Company reserves the right to modify or revoke the Program at its discretion.

Separation of Attendance and Performance

Attendance and Performance are separate and distinct. Therefore, issuing Progressive Counseling for attendance or performance must be done so separately. The Program is therefore divided into the Attendance Program and the Performance Program. An employee will not be counseled or disciplined on the Performance Program for an attendance problem, or vice versa; however, an employee may be counseled or disciplined under both the Attendance Program and Performance Program when there are violations in both areas.

II. Application of Attendance Program and Performance Program

The Program applies only to those employees in the Customer Service and Fleet Service work groups who have completed their probationary period pursuant to applicable collective bargaining agreements.

III. Definitions of Terms

Absence(s)/Absent: Any time an employee is unable to report to work. All absences are considered unauthorized except those expressly identified as “authorized” on page 8 of the Program.

Active/Active Service: The period(s) in which the employee is actively working, or not actively working but receiving pay from an applicable sick or vacation bank. Active/Active Services excludes periods of furlough or any other unpaid leave, including medical leaves or suspensions.

Authorized Leave(s): Authorized Leave(s) are set forth by the applicable collective bargaining agreement. When proper documentation is submitted to the Company, Authorized Leaves include Family Medical Leave, Personal Leave, Jury Duty, Bereavement Leave, Medical Leave (including OJI), Adoption Leave, Military Leave, and Union Leave. For CWA covered employees only, Maternity Leave is an Authorized Leave. For Fleet Service employees only, Political Leave is an Authorized Leave.

Coaching Discussion: A Coaching Discussion is non-disciplinary and is a documented discussion during which the employee is initially advised that the employee’s attendance or performance needs correction.

Early Out: Leaving work before the end of an employee’s shift without permission.

Effective Period of Discipline: The Effective Period of Discipline is the twelve (12)-month period of Active Service commencing on the date a Level is issued to an employee.

Job Abandonment: No Call/No Show on three (3) consecutive work days.

Late Call (Absence): When an employee does not report to work, (I) either (1) because the employee chooses not to work or (2) because the Company concludes the employee is no longer needed given the employee’s tardiness, and (II) the employee notifies the Company of the absence after the employee’s scheduled start time but within two (2) hours following the scheduled start time.

Level: A Level I, II, or III describes the Progressive Counseling step an employee receives when an employee’s attendance or performance is unacceptable and steps are taken to correct the employee’s overall availability or performance. Level III is the final level prior to termination of employment.

No Call/No Show: When an employee does not report to work and/or does not notify the Company of the absence within two (2) hours following their scheduled start time.

Point(s): Assessed in connection with Unauthorized Absence or Tardy/Late. As described in the Attendance Program, a different number of Points are assessed based on the severity of the infraction of the Attendance Program.

Progressive Counseling: Progressive Counseling is a process used by management to address an employee's unsatisfactory attendance or performance. Progressive Counseling may include a non-disciplinary coaching discussion, a written Level of Progressive Counseling, suspension, or other discipline.

Sick Leave Abuse: Utilization of sick leave for any purpose other than an employee's personal illness or non-occupational injury (except where permitted by Contract or state law); failure to provide the Company acceptable medical documentation when requested; or excessive sick leave usage.

Sick Leave Pay: Pay protection for absences when an employee is unable to report to work for a regularly scheduled shift (or shift swap to work shift) due to the employee's own illness and notifies the Company within the required timeframe. (Please refer to the appropriate collective bargaining agreement for details on sick leave accrual and pay.)

Tardy/Late: Any time an employee is less than two hours late reporting for a scheduled shift, including overtime, shift swap on or shift trade of hours, or when an employee is more than two hours late and is authorized by management to complete his or her shift.

Termination: Involuntary Separation of Employment.

Unauthorized Leave: A leave in which an employee has not supplied the Company with appropriate documentation deemed acceptable by the Company stating the need for a leave and/or whose leave has not been authorized or approved by the Company.



COMMITMENT TO SUCCESS ATTENDANCE PROGRAM

IV. ATTENDANCE PROGRAM

A. *Purpose*

The Company relies on its employees to report to work as scheduled. Employees are expected to report to work regularly and on time and remain in their assigned work area as necessary for the efficient performance of their work. We recognize that on occasion, illness or other compelling personal situations may require employees to be Late or Absent from work. However, every employee has a responsibility to take necessary precautions to minimize absences in order to ensure dependable attendance at work. This includes attending to personal obligations outside of work hours, not abusing sick leave, reporting for work on time and remaining there, immediately notifying the Company in the event of an absence, and following Company procedures for securing approved leaves of absence.

B. *Employee Obligations under the Attendance Program*

If an employee is going to be Absent, the employee must notify the Company at least one hour prior to the start of the employee's shift (unless local management establishes a less restrictive time period). An employee, who fails to do so, will ***not*** be paid for the scheduled shift and may be subject to Progressive Counseling. The employee must *personally* call to report an absence unless the employee is physically unable to do so.

C. *Point Program*

The Company has designed a "point program" for determining the appropriate level of discipline for unauthorized Lateness and Absenteeism. An employee will be assigned a certain number of Points if he or she is Late or Absent from work without authorization. The number of Points assigned depends on the nature of the Lateness and/or Absence.

The Attendance Program is a "no fault" program. This means that an employee will receive Points for Lateness and Absenteeism even if the Absence was outside of the employee's control.

The chart set forth below identifies the type of infraction and the number of Points that will be assessed for that infraction. Note that if any of the infractions are authorized, Points will not be assessed:

Attendance Occurrence	Points/Level Issued
Late less than 15 minutes	.5 Point
Late 15 – 120 minutes (2 hrs.)	1.0 Point
Late over 120 minutes (but employee works with Management approval)	2.0 Points
Sick Absence	1.0 Point
Absence other than personal illness/injury	2.0 Points
Late Call (Absence)	3.0 Points
Early Out	Automatic one (1) disciplinary level
No Call/No Show	Automatic two (2) disciplinary levels

A single illness that covers one or more consecutive scheduled days is considered one Point.

An Early Out will immediately progress the employee one disciplinary level. For example, if an employee is not currently on a Level, he/she will receive a Level I. If the employee has a Level II in effect, the employee will receive a Level III.

A single No Call/No Show will immediately progress an employee two disciplinary levels. For example, if an employee is on a Level I, he/she will receive a Level III. If the employee is already on a Level II or Level III, a No Call/No-Show will result in automatic termination of employment.

Job Abandonment results in automatic termination. The Company will take into consideration a substantiated reason as to why an employee was unable to make contact with the Company for three (3) consecutive work days.

Employees will be subject to Progressive Counseling for performance as set forth in the Performance Program (rather than the Attendance Program) if they fail to properly clock-in or clock-out, unless the Company determines that the failure was due to a technical error. If the Company determines that an employee failed to clock-in or out because the employee was Late, the employee will be assessed Point(s) under the Attendance Program.

For those stations without automatic timekeeping, employees are expected to sign in and sign out in accordance with established local policy.

D. Procedure

The Company will track attendance (including Late arrivals) over a 12-month period of Active Service. The Company uses the rolling 12-month period of Active Service prior to the most recent infraction of the Attendance Program to determine if corrective action is

warranted. Once corrective action has been issued, attendance is reviewed during the Effective Period of Discipline, which is 12 months of Active Service beginning on the date a Level is issued to the employee.

Examples of ways in which employees will be assigned Points for unauthorized absences and lateness follow. These are only examples and the list is not intended to be all inclusive:

- Calling out for a scheduled workday, including shift trades and overtime hours
- Reporting Late for duty, including shift trades and overtime
- Reporting off due to an occupational injury not substantiated by a Physician's Certificate
- Missing work assignment as a result of not having all required items

Authorized Leaves are not counted as Points and are not subject to corrective action. When proper authorization from the Company has been received, Authorized Leaves include:

- | | |
|----------------------|------------------------------|
| Family Medical Leave | Medical Leave (includes OJI) |
| Personal Leave | Adoption Leave |
| Jury Duty | Military Leave |
| Bereavement Leave | Union Leave |
| Maternity Leave* | Political Leave** |
- *Applicable to CWA-IBT covered employees only
 **Applicable to Fleet Service employees only

The Chart below outlines the corrective action the Company will take based on Points assigned:

<u>POINTS ASSIGNED</u>	<u>CORRECTIVE ACTION</u>
<ul style="list-style-type: none"> • 3 Points within 12-month period of Active Service (12 months prior to and including the date of last Point) 	Non-disciplinary Coaching Discussion
<ul style="list-style-type: none"> • 5 Points are accumulated within 12-month period of Active Service (12 months prior to and including the date of last Point) 	Level I
<ul style="list-style-type: none"> • 2 Points are accumulated within the Level 1 Effective Period of Discipline; or • 1st No Call/No Show (if not on a level) 	Level II
<ul style="list-style-type: none"> • 2 Points are accumulated within the Level II Effective Period of Discipline; or • 1st No Call/No Show if on Level I 	Level III

<u>POINTS ASSIGNED</u>	<u>CORRECTIVE ACTION</u>
<ul style="list-style-type: none"> • 2 Points are accumulated within the Level III Effective Period of Discipline; or • No Call/No Show while on Level II or Level III; or • If the Company learns that the employee is engaged in any outside employment during any attendance occurrence without specific written permission from the Company. 	Termination

Each Level remains in effect for the Effective Period of Discipline (the 12-month period of Active Service commencing on the date the Level is issued).

Example: Agent Jane calls off sick and receives a Point on September 27, 2008. To determine whether this Point warrants Progressive Counseling, the supervisor/manager reviews the 12-Month Active Period prior to the occurrence. In this instance, the 12-Month Active Period would be between September 28, 2007 and September 27, 2008. In the event Agent Jane was on a five-month leave of absence during the twelve months preceding the Point, the Supervisor/Manager would need to look back an additional five months totaling a seventeen (17)-month period which would result in a 12-Month Active Period of April 28, 2007 through September 27, 2008.

Example: Agent Jane is placed on a Level I on December 1, 2008. The Effective Period of Discipline is twelve (12) months of Active Service from the date the Level is issued. Therefore, assuming that Jane remains active for the next 12 months, her Level would expire on November 30, 2009. However, if Jane is subsequently furloughed on January 1, 2009 and is recalled on July 1, 2009, the Level expiration date would be extended six months until May 30, 2010 – the length of time equal to Jane’s furlough. If upon recall, Jane receives the defined number of Points for attendance within the eleven (11) active months remaining on her Effective Period of Discipline, she would progress to a Level II.

Where automated systems are not used, the **Absence Report** and the **Attendance Record** are the primary forms used for record-keeping.

E. Verification of Absence

Pursuant to the collective bargaining agreements, employees may be required to present confirmation of illness. The Company reserves the right to require, when in doubt of a bona fide claim, a physician’s certificate to confirm such sick claim.

The following provides examples of situations that the Company deems to be “doubt of bona fide claim”:

- Employee is on a Progressive Counseling Level II or higher under the Attendance Program.

- Employee has an absence within the following peak holiday periods *and* the employee was previously Absent within any of the defined periods during the current or previous calendar year:
 -
 - December 20 through January 3
 - The Tuesday before Thanksgiving through the Sunday following Thanksgiving
 - July 1 through July 7
 - October 31
 - The Friday preceding Easter through the Monday following Easter.
 - Labor Day weekend (including Labor Day)
 - Memorial Day weekend (including Memorial Day)
- Absences immediately preceding or immediately following vacation.
- A consecutive absence period of three (3) days.
- Other patterns where the Company notifies the employee in writing of the requirement and the reason a physician's certificate will be required for future absences (e.g. absences in conjunction with days off when the employee has previously called off in conjunction with days off).

When medical certification is required, as described above, for a non-FMLA qualifying event, the employee must submit the certification to the Company on the first day the employee returns to work, except when the absence exceeds five (5) days the certification must be submitted to the Company within seven (7) calendar days of the date the absence began. The certification must be completed by the medical provider and must meet the following criteria:

- Actual date(s) seen by the medical provider(s) (which should be on or immediately prior to or following the date of absence).
- The probable duration of the absence (e.g., the length of time the employee is expected to be out of work).
- What about the current condition prevented the employee from reporting to work.
- The name, address and telephone number of the Physician on the Company's Health Care Provider form or pre-printed letterhead or prescription pad.
- Employee's name
- Medical Provider's signature.
- All information must be legible.
- If faxed, an original must follow-up the fax copy within seven days.
- The Company reserves the right to verify any medical documentation presented.

In the event that requested medical documentation is not supplied, or such documentation is incomplete or does not substantiate the employee's illness or injury, the absence will be unpaid and will be considered abuse of sick leave and the employee may be subject to discipline up to and including termination.

F. Shift Trades

Employees who call off sick or report Late for, or are unable to work approved shift trades, may have future shift trades disapproved. Shift trades will be tracked on the Shift Trade Record or in Workbrain.

In general, failing to report to work for a scheduled shift trade will result in the Company not approving shift trades for the following timeframe:

1 st Occurrence	Coaching Discussion (non-disciplinary)
2 nd occurrence within 6 months of first occurrence	Shift trades will not be approved for a 30-day period from the date of the last approved shift trade; Points will be assigned for the occurrence.
3 rd occurrence within 6 months of second occurrence	Shift trades will not be approved for a 120-day period from the date of the last approved shift trade; Points will be assigned for the occurrence.
<i>Shift Trades already approved will not be affected.</i>	

G. Sick Leave

Employees covered under the CWA-IBT passenger service contract or the IAM Fleet Service contract may only use their sick leave for their own personal illness or injury, unless otherwise permitted by a contractual provision or mandated by State law.

COMMITMENT TO SUCCESS PERFORMANCE PROGRAM

V. PERFORMANCE PROGRAM

A. *Standards*

US Airways employees are expected to demonstrate professional conduct that reflects initiative, common sense, integrity, responsibility, efficiency and good judgment at all times. Employees should perform no act that is detrimental to the welfare of, or reflects unfavorably on the Company or its employees. By way of example only, offenses of the following nature may result in discipline up to and including termination:

- Failure to complete all required and/or assigned training programs.
- Failure to cooperate in a Company investigation or failure to give complete and truthful answers in a Company investigation.
- Failure to follow established Company policies and procedures.
- Any act of insubordination (e.g. refusal or failure to obey reasonable orders from a member of management).
- Misrepresentation of facts or falsification of records (including employment applications or timesheets) for any reason including to obtain travel passes, employee benefits, pay, or other privileges.
- Intentional work slowdowns or reductions in productivity or workmanship, or willful refusal or failure to follow a direction from management or refusal to perform assigned work.
- Failure to report any dangerous, unsafe or hazardous situation or condition to a member of management as soon as possible, or failure to comply with all posted and/or published safety rules.
- Failure to report immediately to a member of management an accident involving injury to oneself or to others or damage to Company equipment or property, or the equipment or property of others.
- Use of machines, equipment, systems or Company property to which employees are not assigned or not authorized to operate or use.
- Solicitation by employees (including soliciting and collecting of funds) is not permitted during work times. Distribution of written, printed, or electronic materials by employees is permitted only during non-working time and in non-working areas, provided that the materials are not offensive or inflammatory. In addition, posting on bulletin boards of written, printed, or electronic materials associated with solicitation is permitted only on boards where employees are permitted to post personal materials. The Company reserves the right to remove material from employee bulletin boards which are deemed offensive or inflammatory. Only business-related materials disseminated by the Company are to be distributed in employee mailboxes provided by the Company. Distribute literature or materials on Company property at any time.
- Selling goods or services to the Company or other employees while at work.
- Using Company property, information or assets for personal gain.

- Utilizing audio recording or videotaping equipment on Company property, except where such equipment is provided by the Company and then only in performing duties assigned by the Company, unless the Company provides prior written approval.
- Conviction or any guilty plea or plea of no contest or nolo contendere for any felony, or serious misdemeanor, including but not limited to larceny, robbery, receipt of stolen property, possession, distribution, or at the workplace, being under the influence of any narcotics, illegal drugs or controlled substances, crimes of violence, and/or sex offenses.
- Violation of the Company's drug and alcohol policies.
- Theft, attempted theft, or unauthorized use of property owned by the Company, its employees, or its customers.
- Physical assault, violence, fighting (physical or verbal) or scuffling.
- Use of threatening, abusive or discriminatory language or gestures, intimidating, coercing or interfering with employees, customers or vendors.
- Engaging in immoral or indecent conduct on or off duty.
- Conduct on or off duty which is unfavorable to the Company's interest.
- Possession or use of any weapons, firearms or explosive devices on Company or customer premises or airport property unless authorized by the TSA or the Company.
- Harassment of or discrimination against co-workers, customers or visitors.
- Bringing the reputation of US Airways into disrepute.
- Fraud including fraudulent reporting of time worked or business expense.
- Sleeping (or giving the appearance of sleeping) while on duty.
- Failure to observe applicable grooming and uniform requirements.
- Entering a cocktail lounge or bar or possessing alcohol while in uniform.
- Failure to obtain and retain licenses or certifications necessary to perform one's job as may be required by the Company or local, state or federal authorities and failure to immediately notify the Company of the suspension or revocation of said licenses or certifications (e.g., state drivers license, Federal Communication Commission license, FAA certification, etc.).
- Dishonesty.
- Gambling on Company premises.
- Unauthorized use of Company electronic mail and Internet systems.
- Destroying, defacing, or damaging airport property or property belonging to US Airways, our customers, or employees.
- Assisting any person in gaining unauthorized entrance to or exit from US Airways facilities or offices, including airport property.
- Acceptance or offer of bribes of any kind.
- Engaging in any outside employment during any attendance occurrence without specific written permission from the Company.

The above list is not all-inclusive and cannot address all possible situations or every practice or principle related to honest and ethical conduct. Rule infractions and other unprofessional conduct will be dealt with according to the seriousness of the offense, and violators will be subject to appropriate disciplinary action up to and including termination.

Progressive Counseling may be used to address situations in which an employee's job performance or behavior is unsatisfactory. Progressive Counseling may include a non-disciplinary Coaching Discussion, a Level I counseling, Level II counseling, Level III counseling, suspension, discipline, or termination. Some acts of misconduct, even if committed for the first time, are serious enough that standing alone could justify immediate termination.

An employee may be suspended in conjunction with any of the above steps during the investigation of any alleged misconduct or as a disciplinary measure. Likewise, when an employee's behavior or misconduct is sufficiently serious, immediate termination may be warranted. The following items may be taken into account:

- The nature and seriousness of the offense
- The duration of the problem
- The number of attempts to counsel the employee regarding his or her previous performance infractions
- The employee's work history
- The employee's general behavior and willingness to improve

The Company will track performance over a 12-month period of Active Service. The Company uses the rolling 12-month period of Active Service prior to the most recent infraction of the Performance Program to determine if corrective action is warranted. Once corrective action has been issued, performance is reviewed during the Effective Period of Discipline, which is 12 months of Active Service beginning on the date a Level is issued to the employee.

Example: Agent Ralph is placed on a Level I on November 13, 2008. The Effective Period of Discipline is twelve (12) months of Active Service from the date the Level is issued. Therefore, assuming that Ralph remains active for the next 12 months, his Level would expire on November 12, 2009. However, if Ralph is subsequently furloughed on February 15, 2009 and is recalled on June 15, 2009, the Level expiration date would be extended four months until February 12, 2010. If upon recall, Ralph violates the Performance Program within the nine (9) active months remaining on his Effective Period of Discipline, he would receive additional corrective action as appropriate under the circumstances.

Arrest or criminal charge for any felony or serious misdemeanor may result in suspension without pay. Final disciplinary decisions will be made on the basis of US Airways' investigation of all surrounding circumstances.