



DOMESTIC PARTNER BENEFITS

For Pre-Merger America West Pilots and Flight Attendants Only

US Airways is extending certain of its benefits programs to the same and opposite gender Domestic Partners of its employees. Domestic Partners will be considered family members under the Company's sick time and bereavement policies. Employees may also be eligible for leave of absence time for serious illness of Domestic Partners in states or localities where such is mandated by law or regulation, but not under the provisions of the federal Family Medical Leave Act. Domestic Partners will be eligible to participate in the Company's medical HMO model (in-network only Coverage), dental and voluntary vision programs, where permitted by the respective carriers in the employee's geographical area in accordance with underlying carrier provisions and applicable state laws. They also will be able to use the Company's Medical Clinic at its Corporate Headquarters under the same circumstances as employee's dependents. A Domestic Partner has no COBRA rights separately, however, may participate with terminated employee or retiree, which may have COBRA available and if covered under America West plan(s) at the time of the employee's retirement/termination. Domestic Partners and their children will be extended pass travel privileges in accordance with the Company's non-revenue travel programs as amended from time to time. Before addressing how each of these benefits will be implemented, this Plan first defines Domestic Partner and discusses what steps an individual fitting within that definition and the Employee-Partner must take to receive available benefits.

I. QUALIFYING AS A DOMESTIC PARTNER

In addition to any eligibility requirements imposed by the underlying benefit programs, the Company or the law, the following criteria must be met to establish eligibility for Domestic Partner benefits:

- Registration of the Domestic Partnership for an employee who qualifies for and wishes to use a government domestic partner registry, and:
- Both Partners must be 18 or older;
- Neither Partner can be married;
- The Partners must be each other's sole Domestic Partner and both Partners must intend for it to remain so indefinitely;
- Neither Partner can have had a different Domestic Partner in the last six months unless otherwise dictated for compliance of city or state regulations;
- The Partners cannot be so closely related by blood that legal marriage would otherwise be prohibited
- The Partners must have shared and still share the same principal residence on a continuous basis for at least the six months preceding registering the Domestic Partnership and must intend on doing so indefinitely (although they may live apart for reasons of education, health care, work or military service);
- The Partners must have been jointly responsible for financial obligations for at least the preceding 6 months.

II. ENROLLING A DOMESTIC PARTNER

A. WHEN YOU CAN ENROLL

Domestic Partners can be enrolled at the same time as the employee becomes eligible for the underlying benefits assuming that all requirements have been met. If the Domestic Partner does not meet the requirements during the initial eligibility enrollment period (which is generally by the first of the month following 90 days of active employment of the employee), the Domestic Partner may be enrolled on the first day of the first month following the date the Domestic Partner satisfies all requirements.

B. HOW YOU CAN ENROLL

An employee who has access to and chooses to use a government domestic partner registry, which allows registration of domestic partnership of the gender combination of the employee's Domestic Partnership, who wishes his or her Domestic Partner to receive any of the benefits available pursuant to this Plan, must submit a copy of the affidavit and documentation listed in the rest of this section.

An employee who does not have access to and chooses to use a government domestic partner registry available for his or her gender combination partnership, who wishes his or her Domestic Partner to receive any of the benefits available pursuant to this Plan, must submit and Affidavit of Domestic Partnership, executed by the employee and the Domestic Partner, stating that they satisfy the criteria to qualify a Domestic Partnership. Supporting documentation; including that described in this section and the other sections relating to specific benefits for which the Domestic Partner may be eligible, must be submitted with the Affidavit. The Domestic Partner must provide a driver's license showing the same address as the employee (same address not required if living apart for reasons of education, health care, work or military service); two of the following five choices and at least one of which is to be six months old prior to enrollment:

- Home mortgage, lease or rental agreement showing both the employee's and Domestic Partner's liability
- Joint bank or brokerage account statement showing both the employee's and Domestic Partner's ownership
- Credit card statement invoiced in both the employee's and Domestic Partner names
- Designation of the employee and Domestic Partner to act on each other's behalf for all purposes under a Power of Attorney
- One utility bill invoiced in both the employee's and Domestic Partner's names or two utility bills one in the employee's name and one in the Domestic Partner's name to the employee's current address

Falsification of information for purposes of fraudulently obtaining benefits will result in discipline up to and including termination. Form Affidavit of Domestic Partnership may be obtained from the Benefits Department.

III. TERMINATING A DOMESTIC PARTNERSHIP

An employee is required to notify the Company immediately if he or she discontinues a relationship with a covered Domestic Partner or the Domestic Partner otherwise ceases to qualify for benefits. To do so, the employee must complete a Notice of Termination of Domestic Partnership (which can be obtained from the Benefits Department) and submit it to the Benefits Department within thirty days of the dissolution of the partnership.

If a legal marriage to your Domestic Partner is the cause of the termination of the Domestic Partnership and your Domestic Partner is a covered dependent on your health care benefit plans on the date of the termination of your Domestic Partnership, the following conditions will apply:

- Upon receipt by the Benefits Department of your completed Notice of Termination of Domestic Partnership due to legal marriage, the status of your Domestic Partner will be changed to spouse;
- Accordingly, your Spouse will be recognized as your covered dependent for purposes of your health care benefits;
- Health care plan premium payments will be deducted from your paycheck on a pre-tax (not post-tax) basis and will be subject to IRS rules;
- There will be no interruption of health care benefits on behalf of your covered Spouse

If a legal marriage to your Domestic Partner is the cause of the termination of the of the Domestic Partnership and your Domestic Partner is not a covered dependent on your health care benefit plans on the date of termination of your Domestic Partnership, the following conditions will apply:

Please note, legal marriage is a qualified event under Section 125 of the Internal Revenue Code. If you fail to notify the Benefits Department of your legal marriage to your Domestic Partner within 31 days of the legal marriage

- You will have to wait until the earlier of (a) the next annual enrollment or (b) another qualified event change to enroll him/her in the health care plans; i.e. qualifying events are; marriage, new birth, change in work status- FT to PT or PT to FT, loss or gain of coverage

An employee cannot enroll a new Domestic Partner (or re-enroll a former and now established domestic partner) until six months after the dissolution of the previous Domestic Partnership (except if the prior partnership was formed by registering with a governmental domestic partner registry).

IV. BENEFITS AVAILABLE TO DOMESTIC PARTNERS

A. SICK TIME FOR EMPLOYEE

US Airways allows an employee to use his or her available sick time to care for an ill or injured immediate family member when medically required. An enrolled Domestic Partner will be considered an immediate family member for purposes of the Company's sick time policy. An employee with an enrolled Domestic Partner will be subject to the same conditions and requirements under the Company's sick time policy as are employees with spouses. For more detailed information regarding the Company's sick time policy, please refer to the Employee Handbook or contact your supervisor, manager or Human Resources Manager. In addition, leave of absence time for the serious illness of a Domestic Partner may be available to employees in states or localities where such is mandated by law or regulation (does not include federal Family Medical Leave Act).

B. BEREAVEMENT

US Airways provides time away from work to help its employees manage the difficulties associated with the death of a family member, which is defined to include enrolled Domestic Partners and a Domestic Partner's parent or child. For more detail regarding the Company's bereavement policy, please refer to your Employee Handbook.

C. HEALTH CARE BENEFITS

An employee's Domestic Partner may participate in the Company's health care benefits plan (medical, dental and voluntary vision). An employee and Domestic Partner who wish to enroll in US Airways' health care benefits program must enroll in the same medical, dental or voluntary vision plan. Healthcare benefits are available to the Domestic Partner or retirees and terminated employees of the Company.

Medical HMO benefits for a Domestic Partner must be permitted by the available HMO's in the employee's geographic area and /or in accordance with the applicable state insurance laws. For example, there are some states where Domestic Partners of the opposite gender are not eligible to enroll in Medical Plans. Medical benefits include medical, prescription drug, behavioral health, EAP, basic vision benefits and voluntary vision.

The employee's premium contribution for medical, dental and voluntary vision coverage in which they also have a Domestic Partner covered, will be deducted from the employee's paycheck on an after tax basis.

D. AWA MEDICAL CLINIC

An employee's Domestic Partner, if covered under medical benefits, may use the Company's Medical Clinic located in the Corporate Headquarters building in Tempe, AZ; to provide primary care under the same circumstances as may be available to an employee's eligible dependents.

E. PASS TRAVEL

1. US Airways

An enrolled Domestic Partner is entitled to the same space available pass travel privileges as are available to employees' or retirees' married spouses.

For example, a job position that would provide an employee and his or her spouse with space available pass travel privileges will provide space available pass travel privileges to the enrolled Domestic Partner of an employee in that same position. Dependent children of Domestic Partners and parents of Domestic Partners are eligible for pass privileges under the same guidelines as currently available for stepchildren and parents-in-law of married employees. For more information regarding pass travel privileges, please contact the Employee Travel Services department.

2. Other Airline- Interline Travel

US Airways continually revises and negotiates its Interline Travel Agreements with other carriers in an effort to extend travel privileges to our employees' enrolled Domestic Partners. This is an ongoing process. Hence, to determine whether, or to what extent, another carrier will provide pass travel privileges for the enrolled Domestic Partner of US Airways employees, please contact the Employee Travel Services department. US Airways cannot guarantee that other carriers will extend travel privileges to US Airways' enrolled Domestic Partners.

F. TAX IMPLICATIONS

Domestic Partners generally do not qualify as spouses or dependents for federal income tax purposes. Therefore, the employee's premiums contribution for medical, dental or voluntary vision coverage in which the Domestic Partner is covered, will be deducted from the employee's paycheck on an after tax basis. In addition, the value of Company-paid medical and dental insurance coverage and pass travel benefits that relate to the Domestic Partner or Domestic Partner's children (in the case of the pass travel), generally will be considered imputed income and will be taxable to the employee on each paycheck that the benefits are maintained. This value is subject to change from year to year as the underlying benefit values change. Tax and other withholdings will be made from the employee's paycheck and the value of those benefits will be included in the employee's Form W-2. During any period in which Domestic Partner's benefits that have imputed income are maintained by the employee but the employee is not receiving a pay check from the Company, the Company reserves the right to collect the employee FICA tax liability directly from the employee.