

Exhibit A

Contract 2004

Agreement between
America West Airlines,
Inc.

and the Pilots
in service of
America West Airlines,
Inc.

as represented by the
Air Line Pilots
Association,
International



December 2003



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**SECTION 1
RECOGNITION, SCOPE AND MANAGEMENT RIGHTS**

A. RECOGNITION

1. In accordance with Certification Number R-6213 issued by the National Mediation Board on October 26, 1993, the Company recognizes the Association as the collective bargaining representative of the flight deck crew members employed by the Company with the authority and obligation to represent them for the purposes of the Railway Labor Act, as amended. *(Recognition statement)*
2. This Collective Bargaining Agreement and any formal Letters of Agreement between the Company and the Association may be collectively referred to as the "Agreement."

B. SCOPE

This Agreement covers all revenue and all known and recurring miscellaneous flying performed by the Company. All flying covered by this Agreement shall be performed by Pilots whose names appear on the America West Airlines, Inc. Pilots' System Seniority List. *(All revenue and known miscellaneous flying and other flying covered by this Agreement shall be performed by Seniority List Pilots)*

C. PROTECTIONS FROM AIRCRAFT TRANSFERS, AND AIRLINE START-UPS AND ACQUISITIONS

1. Aircraft Transfers

- a. If, within any twelve (12) month period while this Agreement remains in effect, the Company sells or transfers aircraft to a single air carrier (the "Transferee") which, net of aircraft purchases or acquisitions during the same twelve (12) month period, constitute twenty percent (20%) or more of the aircraft of the Company (the closing of any such transaction which, alone or in the aggregate, satisfies the aforesaid percentage being referred to as the "Triggering Event"), then:
 - i. The Company will give the Association a minimum of fifteen (15) calendar days notice of the Triggering Event. At that time, the Association shall determine in its sole discretion whether or not Pilots from the America West Airlines, Inc. Pilots' System Seniority List (the "Senior-*(If the Company transfers 20% or more of its aircraft within a 12 month period, then the Association shall determine whether Pilots shall transfer with those aircraft)*

ity List”) shall transfer to the Transferee, and shall notify the Company of its election within ten (10) calendar days following such notice.

(Method for determining number of Pilots to transfer with aircraft)

(Seniority integration shall occur through either the Association’s Merger Policy or Sections 3 and 13 of the Allegheny-Mohawk LPPs)

(Only qualified Pilots may transfer with the aircraft)

(Not applicable to transfer of aircraft to a lessor)

(If the Company transfers aircraft to another AWHC Company, AWA Pilots shall operate those aircraft)

- ii. The number of Pilots who may transfer shall be determined by calculating the average Pilot staffing on a monthly basis over the prior twelve (12) months attributable to the aircraft being transferred in connection with the Triggering Event. Pilots on the Seniority List shall be offered the opportunity to transfer on the basis of America West system seniority, provided that in order to transfer, such Pilots must be qualified to operate the aircraft being transferred. The Company shall require any Transferee to employ the Pilots who elect to transfer, with the integration of the transferring pilots to be governed by Association Merger Policy if both pre-transaction groups are represented by the Association and otherwise by Sections 3 and 13 of the Allegheny-Mohawk LPPs. For purposes of this Section 1, a Pilot shall be deemed to be “qualified” if the Pilot is qualified without training (other than recurrent or substantially equivalent training, proficiency check, or training necessary to qualify Pilots on the operating procedures of the Transferee) to operate the transferred aircraft.
 - iii. Nothing in this Subsection 1.C.1. shall be applicable to the Company’s return of aircraft to a lessor, even if the lessor is an air carrier.
- b. If the Company sells, leases, or otherwise transfers any aircraft in its mainline fleet as of January 1, 2003, to any wholly-owned subsidiary of America West Holdings Corporation (an “Affiliate”), then the Affiliate’s flying of such aircraft shall be performed by Pilots on the America West Airlines Pilots’ System Seniority List pursuant to the terms of this Agreement.

2. Airline Start-Ups And Acquisitions

- a. In the event the Company or America West Holdings Corporation establishes a new domestic air carrier, or acquires fifty-one percent (51%) of the common stock of a domestic air carrier whose pilots are not represented by any union certified by the National Mediation Board at the time of consummation of the equity acquisition, the seniority lists of the Company and the start-up or acquired air carrier shall be integrated, and thereafter the flight operations shall be conducted in accordance with the terms of this Agreement. The Company and/or America West Holdings Corporation shall cause such integration to occur within a reasonable time after the Association's delivery to the Company of an integrated seniority list including the pilots of both the Company and the start-up or acquired carrier. Provided, however, said integrated pilot seniority list shall not result in any retroactive monetary liability on the part of the Company or the start-up or acquired carrier, or in any upgrade or transition training of any Pilot directly attributable to the integration process.
- (If the Company or AWA Holdings Corp. creates a new domestic air carrier or acquires 51% of the common stock of a domestic air carrier whose Pilots are not unionized, the seniority lists shall be integrated and flight operations shall occur in accordance with this Agreement)*
- i. If the pilots of the acquired air carrier become represented by a union certified by the National Mediation Board at any time after consummation of the equity acquisition and before integration of the Company's and the acquired carrier's flight operations, the provisions of this Subsection 1.C.2. shall become null and void.
- (This Subsection shall not apply if the acquired air carrier's Pilots become unionized prior to completion of the transaction)*
- ii. This Subsection 1.C.2. is not applicable to the start-up or acquisition of an air carrier whose primary business is to perform flying under the "America West Express" brand and/or to perform flying under similar marketing arrangements with other carriers, provided that such start-up or acquired carriers do not operate aircraft with a maximum seating configuration of greater than eighty-four (84) seats (or eighty-six (86) seats if there are no First Class seats) and/or a certificated maximum take off weight of more than 90,000 pounds.
- (This Subsection shall not apply to the Company's acquisition of aircraft with less than 86 seats)*

D. SUBCONTRACTING, CODE-SHARING, AND EXPRESS CARRIERS

1. Subcontracted Revenue Flying

(Definition of Subcontracted Revenue Flying)

a. "Subcontracted Revenue Flying" as used in this Agreement shall refer to and be limited to transactions in which the Company pays a fixed sum of money to another air carrier or third party contractor pursuant to an agreement whereby (i) the other carrier transports the Company's passengers using the other carrier's or third party contractor's aircraft and/or pilots, and (ii) the Company receives all of the revenue collected from such passengers.

(Limitations on and conditions for the use of Subcontracted Revenue Flying)

b. The Company may only engage in Subcontracted Revenue Flying under the following circumstances: Subcontracted Revenue Flying may be engaged in for a period not in excess of ninety (90) days per occurrence during the term of this Agreement when (i) such Subcontracted Revenue Flying is necessary to accomplish the needs of the service of the Company, and (ii) the Company determines that it does not have sufficient or appropriate aircraft, or sufficient or appropriately trained Pilots, available to perform the Subcontracted Revenue Flying, and (iii) the Company does not furlough any Pilot as a direct result of such engagement in Subcontracted Revenue Flying. Provided, however, said ninety (90) day period may be extended by mutual agreement of the parties. It is understood and agreed that nothing in this Subsection 1.D.1.b. will prevent the Company from furloughing Pilots for economic reasons independent of or unrelated to its engagement in Subcontracted Revenue Flying.

(Subcontracted Revenue Flying definition exclusions)

c. Subcontracted Revenue Flying shall not include any flying performed by another carrier whereby the other carrier transports passengers pursuant to a code-share agreement, a marketing agreement, an interline agreement, a pro-rate agreement or a block-space agreement. There shall be no contractual restrictions on such flying or on any other flying performed pursuant to any other marketing or alliance agreement or arrangement, except for restrictions specifically set forth in

Subsection 1.D.2. related to Express carriers.

- d. Notwithstanding Subsection 1.D.1.b. above, in the event the Company engages in Subcontracted Revenue Flying solely due to circumstances over which the Company does not have control, it may engage in the Subcontracted Revenue Flying for a time not to exceed the duration of the circumstance beyond the Company's control or twelve (12) months, whichever is less. Circumstances beyond the Company's control shall include: an act of nature; a labor dispute; grounding of a substantial number of the Company's aircraft by a government agency or a court; loss or destruction of the Company's aircraft; involuntary reduction in flying operations due to either a decrease in available fuel supply or other critical materials for the Company's operation; revocation of the Company's operating certificate(s); war emergency; terrorism affecting aviation; or owner's or manufacturer's delay in the delivery of aircraft scheduled for delivery.
- (Exception to Subcontracted Revenue Flying limitations)*

2. Express Carriers

- a. Subject to the restrictions contained in this Subsection 1.D.2., the Company may maintain its existing agreements and arrangements or additional agreements or arrangements of any type or nature with other air carriers under which the Company places its designator code and/or purchases blocked space on the flights of such carriers, including where such other carriers perform flying under the "America West Express" brand or similar marketing arrangements.
- (Company may contract for Express Carrier service under the America West Express brand)*
- b. The following provisions are solely applicable to the use of jet aircraft in the flying performed by other air carriers under the "America West Express" brand or similar marketing arrangements. These restrictions, as well as the restrictions in Section 1.D.2.d., are not applicable to the use of non-jet aircraft.
- (Limitations on the Company's ability to contract for Express Carrier service)*
- i. The Company shall not allow any aircraft with a maximum seating configuration of more than 84 seats (or more than 86 seats if there are no First Class seats) and/or a certificated maximum take off weight of more than 90,000

pounds to operate in revenue service.

- ii. The Company shall not allow more than thirty-eight (38) aircraft with a maximum seating configuration of 71-84 seats (or up to 86 seats if there are no First Class seats) (i.e., CRJ-900 or equivalent aircraft) to be operating in revenue service at any given time, except as provided in Subsection 1.D.2.b.v.
 - iii. The Company shall not allow a total of more than fifty (50) CRJ-900 or equivalent aircraft and/or aircraft with a maximum seating configuration of 51-70 seats (i.e., CRJ-700 or equivalent aircraft) to be operating in revenue service at any given time, except as provided in Subsection 1.D.2.b.v.
 - iv. The Company shall not allow a total of more than seventy-five (75) CRJ-900 or equivalent aircraft and/or CRJ-700 or equivalent aircraft and/or aircraft with a maximum seating configuration of 50 seats and less (i.e., CRJ-200 or equivalent aircraft) to be operating in revenue service at any given time, except as provided in Subsection 1.D.2.b.v.
 - v. For every two (2) aircraft in excess of 145 that are added to the Company's mainline fleet in revenue service, the Company may allow three (3) additional CRJ-900 or equivalent aircraft to be operated in revenue service; or for every one (1) aircraft in excess of 145 that is added to the Company's mainline fleet in revenue service, the Company may allow two (2) CRJ-700 or equivalent aircraft or three (3) CRJ-200 or equivalent aircraft to be operated in revenue service; or any combination of the foregoing. For purposes of this Subsection 1.D.2., mainline aircraft "in revenue service" includes delivered aircraft in maintenance and/or designated as a spare.
- c. In the event the Company invokes Subsection 1.D.2.b.v. to increase the number of CRJ-900 or equivalent aircraft, and/or CRJ-700 or equivalent aircraft, and/or CRJ-200 or

equivalent aircraft in revenue service (said aircraft being referred to as "Growth Aircraft"), and, thereafter, the number of aircraft in the Company's mainline fleet in revenue service is reduced due to "circumstances beyond the Company's control" within the meaning of Subsection 1.D.1.d., the Company shall not be required to remove any Growth Aircraft from revenue service on account of said reduction(s) in its mainline fleet aircraft in revenue service. If the number of Growth Aircraft in revenue service remains higher than permitted by Subsection 1.D.2.b. pursuant to this Subsection 1.D.2.c. for one (1) full year, the Company shall meet and confer with the Association about resolving the impact upon America West Pilots.

(No requirement to remove Growth Aircraft from service if due to circumstances beyond the Company's control, as that term is defined)

- d. The following provisions shall be applicable in the event the Company invokes Subsection 1.D.2.b.v. to increase the number of CRJ-900 or equivalent aircraft, and/or CRJ-700 or equivalent aircraft, and/or CRJ-200 or equivalent aircraft in revenue service (said aircraft being referred to as "Growth Aircraft"), and the number of aircraft in the Company's mainline fleet in revenue service is thereafter reduced due to reasons other than "circumstances beyond the Company's control" within the meaning of Subsection 1.D.1.d.:

(Removal of Growth Aircraft from service)

- i. The Company shall promptly cause the carrier(s) performing "America West Express" flying to remove Growth Aircraft from revenue service as appropriate to come within the parameters of Subsection 1.D.2.b., if and only if the Company and/or America West Holdings Corporation can do so without incurring any significant adverse cost or financial liability to itself. Evidence of such significant adverse costs shall be provided to the Scope Monitoring Committee.
- ii. If the number of Growth Aircraft in revenue service cannot be reduced consistent with Subsection 1.D.2.d.i., the Company shall reduce the number of Growth Aircraft in revenue service by modifying its arrangements with the carrier(s) per-

forming "America West Express" flying at the time those arrangements are next open for renewal to the extent any such reduction(s) in Growth Aircraft in revenue service are then necessary to come within the parameters of Subsection 1.D.2.b.

- iii. The Company shall not cause the carrier(s) performing "America West Express" flying to introduce additional Growth Aircraft into revenue service if the introduction of such additional Growth Aircraft into revenue service would exceed the numerical parameters set forth in Subsection 1.D.2.b., unless, at the time it contracted with the "America West Express" carrier(s) that ultimately resulted in the delivery of the Growth Aircraft in question, the Company's mainline fleet delivery schedule was appropriate to allow the Growth Aircraft in accordance with Subsection 1.D.2.b.v.
- iv. If the Company is out of compliance with the parameters of this Subsection 1.D.2.d. as determined by the Scope Monitoring Committee, the Company shall have a maximum of six (6) months in which to come into compliance from the date upon which such non-compliance occurred.
 1. If the Company continues to remain out of compliance with the parameters of this Subsection 1.D.2.d. beyond six (6) months as determined in Subsection 1.D.2.d.iv., the Association may file a grievance in accordance with Subsection 1.I.
 2. If the Company continues to remain out of compliance with the parameters of this Subsection 1.D.2.d. beyond six (6) months as determined in Subsection 1.D.2.d.iv., and the Company furloughs or has furloughed Pilots while out of compliance with the parameters of this Subsection 1.D.2.d., the Company's agreement with the Express carrier shall require the Express carrier to

offer furloughed Pilots pilot positions at the Express carrier in accordance with Letter of Agreement 10. Any furloughed Pilot who accepts employment at the Express carrier shall be bound by the terms and conditions of employment set forth in Letter of Agreement 10.

E. SCOPE MONITORING COMMITTEE

1. The Company and the Association shall form a standing committee, consisting of up to three (3) Association representatives and up to three (3) Company representatives (plus additional representatives if deemed appropriate by the Association and the Company) (hereinafter referred to as the "Scope Monitoring Committee"). The Scope Monitoring Committee may establish such subcommittees as it deems appropriate. The Scope Monitoring Committee and its subcommittees shall meet as often as they deem necessary, but no less than quarterly, in order to monitor compliance with this Section 1. *(Establishment of a Scope Monitoring Committee that meets no less than quarterly to ensure compliance with this Section)*

2. The Company shall provide the Scope Monitoring Committee, on a quarterly basis, the following information: the fleet plan for the Company's mainline fleet; summary documents (if any) reflecting the sale or transfer of the Company's aircraft; the agreements (if any) whereby the Company engages in Subcontracted Revenue Flying within the meaning of Subsection 1.D.1.a.; the documents establishing the Company's compliance with Subsection 1.D.1.b., and/or Subsection 1.D.1.d. if applicable; and the documents establishing the Company's compliance with Subsections 1.D.2.b., 1.D.2.c. and/or 1.D.2.d. if applicable. The Company shall provide such information to the Committee, provided that the Committee members have executed a confidentiality agreement that is acceptable to the Company and the Association. Any information contained within agreements with third parties that is not relevant to the Scope Monitoring Committee's ability to determine compliance with this Section 1 may be redacted if required by a third party agreement. *(Information provided to the Scope Monitoring Committee)*

F. SUCCESSORSHIP AND MERGERS

(This Agreement is binding on a successor until changed in accordance with the Railway Labor Act)

1. This Agreement shall be binding upon any successor or assign of the Company unless and until changed in accordance with the provisions of the Railway Labor Act, as amended. For purposes of this paragraph, a successor or assign shall be defined as an entity (other than an air carrier or an entity which owns or is owned by an air carrier) which acquires all or substantially all of the assets or equity of the Company through a single transaction or multi step related transactions which close within a twelve (12) month period.

(Process for integration of seniority list)

2. In the event of a complete merger between the Company and another air carrier (i.e., the combination of all or substantially all the assets of the two carriers) where the surviving carrier decides to integrate the pre-merger operations, the following procedures will apply: (1) if the Company is the surviving carrier, the Company will integrate the two Pilot groups in accordance with Association Merger Policy if both groups are represented by the Association, and in accordance with Sections 3 and 13 of the Allegheny Mohawk LPP's if pilots of the Company's merger partner are not represented by the Association, and (2) if the Company is not the surviving carrier, the Company will make reasonable efforts to have the surviving carrier integrate the two pilot groups in the same manner as stated in (1) of this paragraph.

(In the event of a merger, the parties will meet to negotiate a possible Fence Agreement)

3. In the event the Company or America West Holdings Corporation acquires all or substantially all of the assets or equity of another air carrier, or another air carrier acquires all or substantially all of the assets or equity of the Company, the Company will meet promptly with the Association to negotiate a possible "Fence Agreement" to be in effect during the period, if any, the two carriers are operated separately without integration of the pilot work force. These discussions shall not be pursuant to Section 6 of the Railway Labor Act, and reaching an agreement with the Association shall not be a prerequisite for closing, or any other aspect of the transaction or operations pursuant to the transaction.

G. INFORMATION SHARING

1. The Company shall provide the Association, on a periodic basis at its reasonable request, with audited financial statements regarding the Company. Access to, and use and distribution of, information provided to the Association under this Subsection 1.G. shall be conditioned upon and governed by reasonable confidentiality agreements acceptable to the Company and Association. *(Company shall provide the Association with reasonably requested information)*
2. The Company's Chief Executive Officer shall, upon request, meet with the Association's Master Executive Council on a quarterly basis to discuss matters of mutual interest.

H. RETAINED MANAGEMENT RIGHTS

1. Except as restricted by the express terms of this Agreement, the Company shall retain all rights to manage and operate its business and work force, including but not limited to the right to sell or discontinue all or part of the business; to sell or lease aircraft or facilities; to determine where and when to operate scheduled or unscheduled flights; to determine its marketing methods and strategies, and to enter into code sharing, affiliation or marketing agreements with other carriers; to invest (including equity investments) in other business entities including, without limitation, other air carriers; and to determine the type of aircraft it will utilize. *(Management rights provision)*
2. The exercise of any right reserved herein to management in a particular manner, or the non-exercise of such right, shall not operate as a waiver of the Company's rights hereunder, or preclude the Company from exercising the right in a different manner.
3. The parties agree that any past practices established prior to the date of this Agreement shall not create any contractual or legal obligation to continue such practices following the effective date of this Agreement. *(No past practices continue under the amended Agreement)*

I. EXPEDITED BOARD OF ADJUSTMENT PROCEDURES

(Expedited Board of Adjustment used to resolve disputes arising under this Section 1 of the Agreement)

The Company agrees to arbitrate any grievance filed by the Association alleging a violation of this Section 1 on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties. If a mutually agreed upon arbitrator cannot be selected within three (3) days of the filing, an arbitrator will be selected pursuant to Section 21. The dispute shall be heard no later than thirty (30) calendar days following the submission to the System Board (subject to the availability of the arbitrator), and shall be decided no later than forty-five (45) calendar days after the close of the hearing and, if applicable, the filing of post-hearing briefs, unless the parties agree otherwise in writing.