

LETTER OF AGREEMENT No. 9
between
AIR WISCONSIN AIRLINES CORPORATION
and the
AIR LINE PILOTS
in the service of
AIR WISCONSIN AIRLINES CORPORATION
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Air Wisconsin Airlines Corporation and the air line pilots in the service of Air Wisconsin Airlines Corporation, as represented by the Air Line Pilots Association, International ("Association").

WHEREAS, the parties wish to provide for a method to negotiate and resolve any issues that may arise from the Company's potential future operation of aircraft with a common type where such aircraft have different rates of pay,

THEREFORE, IT IS HEREBY AGREED THAT:

- A. Should the Company wish to require a pilot to operate both the CL-65 and the 70-seat derivative without establishing the 70-seat jet as a separate bid position pursuant to Section 24, then the Company and the Association will meet to negotiate the provisions that will govern the operation of the two aircraft at a mutually agreed upon time, but in no case later than one hundred twenty (120) days prior to the scheduled commencement of revenue service.
- B. Upon receipt of notice from the Company that it desires to engage in negotiations pursuant to this Letter, the Association Negotiation Committee will be released from service for preparation and negotiations, and, if necessary, arbitration. The parties will utilize the first fifteen (15) days to determine their positions. Negotiations will commence on the fifteenth (15th) day following the Notice. If no agreement has been reached after fifteen (15) days of negotiations, the parties may elect to utilize the services of a mediator. If no agreement has been reached by the thirtieth (30th) day of negotiations, the parties agree to submit the issue to an arbitrator for final and binding arbitration. The arbitration will occur between the eighth (8th) and fifteenth (15th) days following the close of the negotiations period.
- C. The arbitrator will be mutually agreed to by the parties, or, if mutual agreement is not possible, the arbitrator will be selected by the alternate strike method described in Section 21 of the Agreement. The arbitrator will be selected within two (2) business days of the Association's receipt of notification from the Company.
- D. Closing oral arguments shall be made in lieu of post-hearing briefs. The arbitrator's decision shall be issued no later than seven (7) days after the close of the arbitration

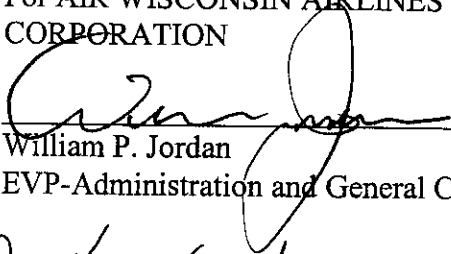
hearing. The arbitrator shall have jurisdiction to determine the application of the any compensation related provision of the Pilot Agreement, but shall not have the jurisdiction to amend the pay rate.

E. The time limits may be extended or reduced by the mutual agreement of the parties.

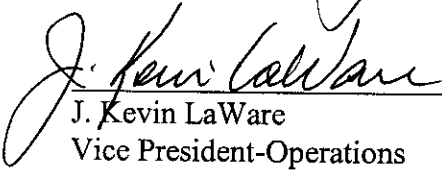
This Letter of Agreement shall become effective on the date of execution and shall remain in full force and effect concurrent with the Pilot's Basic Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement this 16th day of June, 2003.

For AIR WISCONSIN AIRLINES
CORPORATION

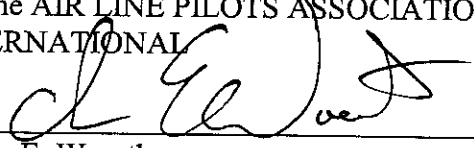


William P. Jordan
EVP-Administration and General Counsel

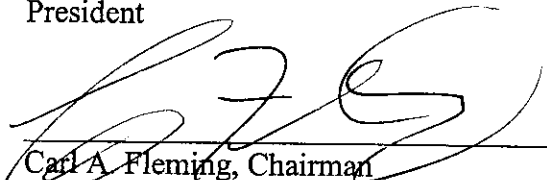


J. Kevin LaWare
Vice President-Operations

For the AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL



Duane E. Woerth
President



Carl A. Fleming, Chairman
Master Executive Council (ARW)