

LETTER OF AGREEMENT No. 12  
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 clarify their intent with respect to the administration of the Commuter Policy (Section 26.T.),

THEREFORE, the parties agree as follows:

- A. A commuting pilot who elects to utilize the Commuter Policy and who is not in his domicile at least one-half hour prior to the designated report time shall be permitted to return to his originally awarded trip in accordance with the following provisions:
1. a. If the commuting pilot's originally scheduled trip has been assigned to a reserve, the commuting pilot will be reassigned to the remaining portion of the trip upon its first return to any domicile or any other city for which there is a one leg deadhead to the domicile of the reserve pilot who replaced the commuting pilot, provided: 1) the commuting pilot confirms with Crew Scheduling the availability of the one leg deadhead to return the reserve to his domicile; 2) the commuting pilot notifies Crew Scheduling of his availability when he arrives at the domicile or other city at least forty-five (45) minutes prior to the next scheduled departure; and 3) if the pilot is re-entering his trip at a non-domicile city, he will be permitted to do so provided the Company is not obligated to purchase an additional hotel room for the night; however, the commuting pilot may voluntarily waive a hotel room for himself for the night, and this condition will no longer apply because the Company will only be purchasing one hotel room. A pilot who meets these conditions will be trip guaranteed for the remaining portion of the trip

Example: The commuting pilot wishes to re-enter his trip in Boston. Even though there is only a one leg deadhead to return the reserve pilot to his base, there are no more flights from Boston to the reserve pilot's domicile that fall within the contractual duty limitations on the day in question, and the Company would be required to buy a hotel room for both the commuting pilot and the reserve for that night. In this case, the pilot would not be permitted to re-enter his trip on that day.

Example: The commuting pilot wishes to re-enter his trip in Boston. He is able to reach Boston the evening prior to the 6 a.m. departure on the following day. However, there are no longer any flights which would return the reserve pilot to his domicile on that day. The commuting pilot waives the hotel room for himself.

The commuting pilot would not begin receiving any pay or credit until his report time on the following morning.

Pay Example: A commuting pilot is available to report forty-five (45) minutes prior to the last leg out before the overnight, after having missed 2 round trips earlier in the day. The commuting pilot would not be paid for either of the round trips that he missed, nor would he receive minimum day credit for flying the last leg of the day, since he missed the flying due to his own unavailability. Per diem, and the trip and duty rig would commence at the pilot's report time.

- b. The reserve pilot will not be eligible for the trip guarantee for the portion of the trip that is returned to the commuting pilot.
  - c. "Availability of a one-leg deadhead" shall mean that a one leg deadhead between the relevant city pairing exists on the day in question, and shall also mean that a seat is available for the reserve pilot. After receiving a call from a commuting pilot who wishes to return to his trip at an outstation, Crew Scheduling will confirm the existence of the flight, and promptly attempt to list the deadheading reserve pilot for the flight back to the domicile. If Crew Scheduling successfully lists the reserve pilot for the deadhead, the commuting pilot will be notified that he will be entitled to re-enter his flight, provided the conditions in A.1.a are met. If the flight on which the deadheading reserve is listed subsequently oversells or cancels, the commuting pilot will still be permitted to re-enter the trip, or be paid the trip guarantee, provided the conditions in A.1.a are met.
2. If the commuting pilot's originally scheduled trip has been assigned to a junior available pursuant to Section 25.P.1., then the junior available pilot will have the option of remaining on the trip. However, if the junior available pilot wishes to be released (a junior available pilot who requests to be released will forfeit the trip guarantee for the remaining portion of the trip), the commuting pilot will be reassigned to the remaining portion of the trip upon its first return to any domicile or any other city for which there is a one leg deadhead to the domicile of the junior assigned pilot who replaced the commuting pilot, provided: 1) the commuting pilot confirms with Crew Scheduling the availability of the one leg deadhead to return the junior assigned pilot to his domicile; 2) the commuting pilot notifies Crew Scheduling of his availability when he arrives at the domicile or other city at least forty-five (45) minutes prior to the next scheduled departure; and 3) if the pilot is re-entering his trip at a non-domicile city, he will be permitted to do so provided the Company is not obligated to purchase an additional hotel room for the night; however, the commuting pilot may voluntarily waive a hotel room for himself for the night, and this condition will no longer apply because the Company will only be purchasing one hotel room. A pilot who meets these conditions will be trip guaranteed for the remaining portion of the trip.
  3. If the commuting pilot's originally scheduled trip has been awarded to a pilot voluntarily picking up open time, the commuting pilot will not be eligible to return to the trip.

A commuting pilot who is unable to return to his originally scheduled trip in accordance with A.1.-3. above will: 1) be awarded any available open time, in accordance with Section 25.P., or 2) if no open flying is available, the pilot may request to be awarded any open flying that becomes available in accordance with Section 25.P.1.b, however, to the extent that such open flying is performed on the pilot's scheduled days of work, it will be paid at straight time, not premium.

B. The language of Section 26.T. notwithstanding, a pilot will be eligible for the benefits of the Commuter Policy even if the commuting pilot is not commuting on an airline for which the Company has direct access to the computer reservation system. Listing in CASS, or other reasonable proof that the commuting pilot was at the gate trying to board a specific flight such as a jumpseat verification boarding pass or non-revenue standby pass will also suffice.

C. Section 26.T.4. is modified to read as follows:

The Company, if able, may elect to provide positive space transportation for the back-up flight or request that the pilot get to work on the first available flight.

D. The second sentence of first full paragraph of Section 26.T. is modified to eliminate the requirement that a pilot must be traveling from his permanent address. A pilot who is able to demonstrate that he can meet the requirements of 26.T.1. when departing from any airport in the United States or Canada, excluding Hawaii and Alaska, will be considered eligible to use the Commuter Policy.


E. A pilot who has a multi-leg commute will be considered to have met the requirements of the Commuter Policy if he is able to show that he has two flight options out of his originating city that have legal connections provided the last leg of the first option is scheduled to arrive at least two (2) hours prior to check-in time and the last leg of the second option is scheduled to arrive at least one-half hour prior to check-in time.

This Letter of Agreement shall become effective on the date of signing and shall run for six months from the date of signing, and shall not be subject to any extension unless the parties execute another Letter of Agreement so stating.

IN WITNESS WHEREOF, the parties have signed this Agreement this 27 day of February, ~~2007~~ 2008.

For AIR WISCONSIN AIRLINES CORPORATION

For the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

  
\_\_\_\_\_  
Robert D. Frisch  
Managing Director of Flight Operations/Chief Pilot

  
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John H. Prater  
President

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