

LETTER OF AGREEMENT No. 13
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 modify certain provisions relating to the Short-Term Disability (“STD”) program,

THEREFORE, the parties mutually agree to modify Section 27.G.:

A. Section 27.G.1. is amended to read:

Eligibility

The Short-Term Disability plan will provide benefits for any period of time a pilot is not medically qualified for flight duty. If a pilot is seeking Short-Term Disability benefits after having previously been paid an STD benefit, the pilot must have completed at least four (4) weeks of active service or one (1) revenue flight, whichever occurs last, prior to becoming eligible for a second (or subsequent) time for the same diagnosis or condition.

B. Section 27.G.2. is amended to read:

Filing a Claim

A pilot must file a claim form in order to become eligible to receive Short-Term Disability benefits. Claim forms are available through Employee Relations. A pilot must submit written certification from an Aviation Medical Examiner that states that the pilot is not medically able to perform the duties of a pilot. This certification should be sent to Employee Relations – Benefits.

C. Section 27.G.8. is amended to read:

Duration of Benefit

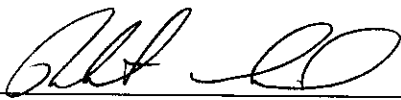
A pilot will be eligible to receive Short-Term Disability payments for a total period not to exceed one hundred eighty (180) days (including any weeks or partial weeks that a pilot uses sick and/or vacation leave), provided the pilot continues to demonstrate that he is unable to perform the job duties of a pilot. A pilot must submit a second certification from an Aviation Medical Examiner after the 90th day and prior to the 120th day of the STD period that states that the pilot is unable to perform the job duties of a pilot. This certification should be submitted to Employee Relations – Benefits. Failure to provide such certification will cause benefits to cease.

- D. A pilot who qualifies for Workers' Compensation and has used all his sick and vacation in accordance with the STD requirements will be eligible to receive a supplement from the Short-Term Disability plan if receives less income from Workers' Compensation than he would be entitled to under the STD plan. The supplement would equal, but not exceed, the shortage between the Workers' Compensation benefit and the STD benefit.
- E. A pilot who receives an STD supplement pursuant to paragraph D. above will continue to receive the supplement for so long as he is deemed eligible for Workers' Compensation for a period not to exceed the STD benefit period of one hundred eighty (180) days.
- F. A pilot who has his Workers' Compensation benefits discontinued may receive STD benefits following the termination of the Workers' Compensation benefits, provided that the pilot submits written certification from an Aviation Medical Examiner that the pilot is unable to exercise his medical certificate and complies with all conditions of eligibility for STD benefits. The time period during which the pilot was collecting Workers' Compensation benefits will be counted toward the total time a pilot may collect STD benefits (i.e., a pilot collecting Workers' Compensation for eighty (80) days will have that eighty (80) days counted toward his total eligibility for STD benefits, which shall not exceed one hundred eighty (180) days).
- G. A pilot receiving STD benefits (and who is not receiving Workers' Compensation benefits) will continue to be eligible for health insurance in accordance with Section 27.B. of the Pilot Working Agreement. A pilot receiving Workers' Compensation benefits and the STD supplement will not be eligible for the health insurance benefits specified in Section 27.B., except that the pilot may retain his health insurance coverage under COBRA.

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 1st day of April, 2008.

For AIR WISCONSIN AIRLINES
CORPORATION

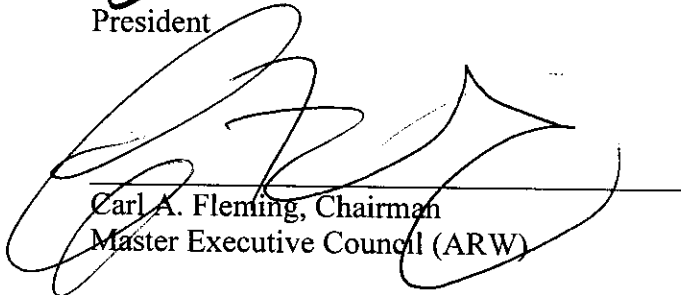


Robert D. Frisch
Managing Director-Flight Operations/Chief Pilot

For the AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL



John H. Prater
President



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