

LETTER OF AGREEMENT
Between
ALOHA AIRLINES, INC.
And
THE FLIGHT ATTENDANTS
In The Service Of
ALOHA AIRLINES, INC.
As Represented By
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

DOCUMENT 42

MAINLAND AVAILABILITY PAIRINGS

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between ALOHA AIRLINES, INC., hereinafter referred to as the "Company," and the FLIGHT ATTENDANTS in the service of ALOHA AIRLINES, INC. as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO, hereinafter referred to as the "Association," and jointly hereinafter referred to as "the Parties."

WHEREAS, the Company has recently experienced serious financial difficulties culminating in a filing under Chapter 11 of the United States Bankruptcy Code; and

WHEREAS, the Mainland Availability Modifications permit the Company to avoid irreparable harm and provide the necessary modifications to the Flight Attendant Working Agreement for the Company's reorganization and for the Company's survival; and

WHEREAS, the balance of the equities clearly favors the Mainland Availability Modifications and the Company's adherence to the Flight Attendant Working Agreement as thus modified, and

WHEREAS, the Company has identified a significant benefit to it in having a pool of available Flight Attendants on the Mainland to cover irregular operations; and

WHEREAS, the Association agrees that maintaining system-wide schedule integrity is of mutual benefit and importance to both Parties; and

WHEREAS, the current Flight Attendant Working Agreement provides no mechanism for permanently or temporarily locating a pool of Flight Attendants in any domicile other than Honolulu;

NOW, THEREFORE, THE COMPANY AND THE ASSOCIATION AGREE AS FOLLOWS:

MAINLAND AVAILABILITY PAIRINGS (MAPs) Mainland availability pairings may be created using the rules of this Document. Unless expressly modified by this Letter of Agreement, the requirements of the Flight Attendant Working Agreement including but not limited to the Basic Agreement, any subsequent Agreements, and any Letters of Agreement shall apply. For the purposes of this Agreement, any reference to Document 6 is intended to refer to the most current revision of the Extended Range Operations Letter of Agreement.

A. PAIRING CONSTRUCTION At its discretion, the Company may create Bid Line trip pairings that include days of availability at West Coast cities on the Mainland defined as the metropolitan areas that surround cities with scheduled service by Aloha Airlines.

Should the Company wish to create Bid Line trip pairings that include days of availability in other cities, an agreement shall be reached between the Company and the Association to modify this Letter of Agreement before such pairings may be created.

A.1. Such pairings shall have three (3) flight attendant positions and shall include a maximum of four (4) “days of availability” at a designated “Availability Airport” bracketed at each end by a single day of deadhead travel between the Availability Airport and HNL.

Example: A sample Mainland Availability Pairing would be built as follows: (1) day of scheduled deadhead travel from HNL to the “Availability Airport” followed by four (4) days of Availability followed by (1) day of scheduled deadhead travel back to the HNL.

A.2. Scheduled deadhead travel shall be provided on Aloha Airlines and shall be done in accordance with the Flight Attendant Working Agreement.

A.3. For the purposes of constructing trip pairings, normal trip crediting procedures will apply.

Example: OAK MAP

Credit 29:45 (TAFB) Check-in 13:34 (L) TAFB: 119:02

Crew: 3 B1

| Day 1 | Day 2 | Day 3 | Day 4 | Day 5 | Day 6 |
|----------|--------------|--------------|--------------|--------------|---------|
| D/H 4:59 | Min. Day (4) | Min. Day (4) | Min. Day (4) | Min. Day (4) | D/H5:36 |

Total Pay: D/H credit: 10:35; Minimum Day credit: 16:00; TAFB credit: 3:10 = 29:45

B. PAY AND CREDIT

B.1. Pay and credit for each Mainland Availability Pairing shall be the greater of the total pay and credit for the actual time flown, the time scheduled to be flown, the scheduled on duty time guarantee, or the minimum daily guarantee for each day of the MAP or trip rig for the pairing.

Example 1: Above Pairing in actual operation.

| Day 1 | Day 2 | Day 3 | Day 4 | Day 5 | Day 6 |
|-------|-------|-------|-------|-------|-------|
| | | | | | |

D/H 4:59 5:23 D/H 4:59 MD (4:00) MD (4:00) D/H5:36

Total Pay: D/H: 15:34; Minimum Day: 8:00; Block time 5:23; TAFB: 0:48 = 29:45

Example 2: Above pairing in actual operation using a MAP to cover a RNO Pairing out of HNL mid-MAP to prevent the trip from canceling.

Day 1 Day 2 Day 3 Day 4 Day 5 Day 6
D/H 4:59 5:23 7:05 MD (4:00) 7:52 D/H5:36

Total Pay: D/H: 11:47; Minimum Day: 4:00; Block Time: 19:08; TAFB: 0:00 = 34:55

B.2. All hours paid and credited for a Mainland Availability Period will include ERB1 and ER override premiums.

C. HOURS OF SERVICE

C.1. A Flight Attendant who is scheduled to deadhead to her/his published Mainland Availability city may not be used to cover another trip in lieu of her/his deadhead leg, except as follows:

- a. All reserves have been utilized to cover other flying that day.
- b. The provisions of Section 8 have been exhausted.
- c. The provisions of Document 2 have been exhausted.
- d. The provisions of Document 23 have been exhausted.
- e. The 700 ER trip to be covered would otherwise be canceled.

C.2. A Flight Attendant who is scheduled to deadhead back to HNL may be used to cover another trip provided she/he is scheduled to be released in HNL no later than eleven hours (11+00) after the originally scheduled departure time of her/his published deadhead assignment back to HNL.

C.2.a. In the event a Flight Attendant is not released in HNL within eleven hours (11+00) after the originally scheduled departure time of her/his published deadhead assignment back to HNL, the Flight Attendant shall have the options specified in Paragraph 3.g.(1) through 3.g.(3) of Document 6.

C.3. SURFACE DEADHEAD

C.3.a. A Flight Attendant who is required to surface deadhead shall be paid and credited for the elapsed time of the surface deadhead plus fifteen minutes (0+15).

C.3.b. A Flight Attendant required to surface deadhead to a flight or deadhead assignment shall be considered to be on duty fifteen minutes (0+15) prior to the scheduled departure of the surface deadhead.

C.3.c. A Flight Attendant required to surface deadhead at the conclusion of a flight shall be considered to be on duty until arrival at the layover hotel.

C.4. A Flight Attendant assigned a Mainland Availability Pairing shall not be used to augment any flight that was not originally published with an augmented crew.

D. CALL OUT PERIOD

D.1. A Flight Attendant with a trip pairing constructed under the rules of this Agreement shall have a maximum scheduled availability period of sixteen (16+00) hours and shall complete all duty no later than the end of this period. Availability periods may start at any time between the hours of 0400 and 1100 local time.

Example: A MAP Flight Attendant is called out to replace an injured Flight Attendant on a standard crew. The duty period must conclude at the earlier of twelve (12) hours after check-in for the flight assignment or sixteen (16) hours after the commencement of the availability period.

D.1.a. A Flight Attendant who has been released from an outbound deadhead assignment from HNL shall contact Crew Scheduling no later than 5:00pm HST to receive her/his assignment for the following day.

D.1.b. A Flight Attendant awarded a Mainland Availability Pairing shall not be required to stand availability in a city other than her/his assigned Availability Airport for a period inclusive of more than one calendar day.

Intent: It is not the intent of Mainland Availability Pairings that a Flight Attendant awarded such pairing be made to stand anything but temporary availability in any city other than her/his Availability Airport.

Example: A Flight Attendant is awarded a Mainland Availability Pairing with an assigned Availability Airport of OAK. On day three of her/his availability in OAK, the Company experiences operational difficulties in SNA. In anticipation of requiring the use of the Flight Attendant standing Mainland Availability, the Company may deadhead the Flight Attendant to SNA even without a specific flight assignment. In addition, the Flight Attendant may stand availability in SNA on day four of her/his Mainland Availability Pairing. However, if she/he is not assigned a trip by day five of her/his Mainland Availability Pairing, the Company must return him to her/his Availability Airport.

D.1.c. A Flight Attendant on Mainland Availability legal to fly and not assigned to flight duty shall not be required to stand by at home, in her/his hotel room, or at the airport during her/his assigned hours of availability.

D.1.d. It is the responsibility of a Flight Attendant on Mainland Availability legal to fly and not assigned a flight to either maintain telephone or pager contact; or to keep Scheduling or their designee advised of her/his whereabouts in order that she/he be contactable within a reasonable time but not to exceed fifteen (0+15) minutes after Scheduling or their designee's initial attempt to contact the Flight Attendant.

D.1.e. SHORT CALL During the first six hours (6+00) of an availability period, a Flight Attendant on Mainland Availability legal to fly and not assigned a flight shall be in a position to report for flight duty or a deadhead assignment from

her/his designated Mainland availability airport within a reasonable time but not to exceed two hours (2+00) after receiving such notice of assignment.

D.1.f. LONG CALL Except as provided in Paragraph D.1.g. below, after the initial six hours (6+00) of an availability period, a Flight Attendant on Mainland Availability legal to fly and not assigned a flight shall be in a position to report for flight duty or a deadhead assignment from her/his designated Mainland availability airport within a reasonable time but not to exceed four hours (4+00) after receiving such notice of assignment.

D.1.g. When Aloha flights are operating or anticipated to operate under Irregular Operations, Scheduling or their designee may require a Flight Attendant to remain on a two hour (2+00) short call. If the Flight Attendant has already entered a period of long call, she/he cannot be required to revert to the call out requirements of short call until such long call period has expired. It is not the intent of this Paragraph that the Company may indiscriminately require a Flight Attendant to remain on short call at all times.

Example: A Flight Attendant is on call in OAK from 0600 to 2200 local. At 1200 she/he automatically switches from short call to long call. At 1230 a flight from OAK to HNL initiates an air return. SOCC, anticipating a duty time problem for the returning crew, calls the Flight Attendant on Mainland Availability and switches him back to two hour (2+00) short call. Because the Flight Attendant had already switched to long call, he technically can not be held accountable for the two (2) hour short call report requirement until 1430 at which point the long call period has "caught up" with the short call period. In this example, the earliest time the Flight Attendant can be required to report is 1630 although after 1430 he can be placed back on short call availability.

D.2. A Flight Attendant on Mainland Availability shall be released from availability four hours (4+00) prior to the end of her/his assigned availability period unless Scheduling or their designee calls him prior to that time to inform him that she/he is not released.

D.3. A Flight Attendant may be released at any time with the approval of Scheduling or their designee.

D.4. In the event two or more Flight Attendants in the same status are scheduled for Mainland Availability the same day, Scheduling will contact the most senior such flight attendant and offer her/him the available assignment. She/he may accept such assignment or pass to a more junior Flight Attendant, provided the more junior Flight Attendant is legal to fly such assignment. This process will be repeated until the assignment reaches the most-junior available and legal MAP flight attendant, who must accept the assignment.

E. REST PERIODS Unless expressly modified by this Letter of Agreement, the rest requirements of Document 6 of the Flight Attendant Working Agreement shall apply. However, a rest period in a flight attendant's home base during a

MAP shall be the same as the rest period required for any other station. (i.e.- 12 hours/18hours/2times the flight time.)–

F. DEADHEAD TRAVEL

F.1. When deadhead travel is required the provisions of Section 9 of the Basic Agreement and Paragraphs 11 and 12 of Document 6 shall apply.

F.2. A Flight Attendant not assigned a legal flight one hour (1+00) prior to the originally scheduled departure time of her/his published deadhead flight back to HNL shall not be required to complete such scheduled deadhead assignment.

F.3. When a Flight Attendant is scheduled to deadhead to an assignment on another carrier, the Flight Attendant shall complete such deadhead assignment as assigned by the Company.

F.4. When a Flight Attendant is required to reposition for a “same duty period” flight assignment and the scheduled flight time for all deadhead travel totals over four flight hours (4+00), the Flight Attendant shall be provided with a business class seat or better.

F.5. A Flight Attendant shall not be scheduled to deadhead on the “backside of the clock”. “Backside of the clock” is defined as any flight or sequence of flights which “touch” 0200 based on the time zone of the departure city.

Examples: A flight which departs SNA at 2000 PST and is 5+59 in duration or less is not considered to be backside of the clock flying. A flight which departs HNL at 2100 HST and is greater than 4+59 in duration is considered to be backside of the clock flying. Any flight that departs HNL at 0030 HST and is greater than 1+29 in duration is considered to be backside of the clock flying even though the departure was after 0200 PST/PDT. The departure city (HNL) is the controlling authority.

F.6. SURFACE DEADHEAD

F.6.a. A Flight Attendant shall not be required to surface deadhead a distance greater than one hundred (100) miles as determined by the American Automobile Association’s (AAA) standard published travel distances.

Example: AAA’s current published travel distance between Orange County’s John Wayne Field (SNA) and San Diego’s Lindbergh Field (SAN) is eighty-six (86) miles. The current published travel distance between Oakland International Airport (OAK) and Sacramento International Airport (SMF) is ninety-seven (97) miles. These mileages can be calculated with the travel planning resources at AAA’s web site.

F.6.b. For the purposes of surface deadheading to a flight or availability assignment, a Flight Attendant may elect not to utilize Company provided transportation provided she/he reports to the assigned location at the time designated by Scheduling or their designee. The

required report time shall not be any earlier than the time the Flight Attendant would have been required to report had she/he utilized Company provided transportation.

F.6.c. When a surface deadhead utilizes third party transportation, the provisions required for transportation in the Flight Attendant Working Agreement including but not limited to Document 33 (Hotel Accommodations and Transportation) shall apply.

G. ACCOMMODATIONS Unless expressly modified by this Letter of Agreement, the requirements of the Flight Attendant Working Agreement including but not limited to Document 33 (Hotel Accommodations and Transportation) shall apply. However accommodations for Flight Attendants shall be no less favorable than those provided for pilots on MAPs.

G.1. The Company shall not be required to provide a Flight Attendant with accommodations in HNL.

G.2. All extended stay hotel selections or changes shall be made by the Hotel Committee.

G.3. Recognizing that the requirements of extended deployment outside the Flight Attendant's domicile are different than standard overnight layovers, the following additional minimum standards shall be required when contracting extended stay hotel accommodations.

G.3.a. Room rates shall be a consideration when selecting extended stay accommodations however a property shall not be rejected for economic reasons if the average individual room rate is at or below 150% of the current PDTATAC published CONUS /OCONUS "Max Lodging" per diem rate for the "destination city."

G.3.b. Access to adequate exercise facilities, whether on-site or by arrangement with nearby facilities.

Example: A guest room or conference room converted to a fitness center with a Universal weight machine and three or four cardio machines is not deemed adequate. However, if the property provides complimentary transportation to a nearby 24 Hour Fitness or similar facility, this would be deemed adequate.

G.3.c. Complimentary toll free and local telephone calls.

G.3.d. Complimentary in room high speed Internet access.

G.3.e. In room refrigerator.

G.3.f. In room microwave oven.

G.3.g. Complimentary parking.

G.4. The Parties acknowledge that because of the unpredictable nature associated with Mainland Availability Pairings, previously approved hotel accommodations may not always be available. When circumstances require a Flight Attendant to layover in a city without Hotel Committee approved accommodations, or when accommodations are not available at a previously approved hotel, every effort shall be made to provide the Flight Attendant with accommodations similar in service and location to properties previously approved by the Hotel Committee. In addition, every attempt shall be made to comply with the provisions of Document 33 of the Flight Attendant Working Agreement.

Intent: When previously approved accommodations are not available, the Company shall make every attempt to book a Flight Attendant into a "business class" hotel. Examples include Hilton or Embassy Suites (Hilton), Marriott or Marriott Suites (Marriott), and Westin or Sheraton (Starwood). Brands that do not meet this requirement include: Hampton Inn (Hilton), Fairfield Inn (Marriott), or Four Points (Sheraton).

H. EXPENSES In the event any provision of this Agreement causes a Flight Attendant to incur an out of pocket expense, she/he shall submit a claim to Inflight Services and shall be reimbursed within five (5) business days. Nothing in this Agreement implies a Flight Attendant may submit for reimbursement any expense which she/he did not incur. A Flight Attendant on a MAP will not be required to pay any expense normally paid by the company, e.g. hotel rooms, off-line deadhead tickets, etc.

H.1. PER DIEM In consideration of the additional communication and transportation expenses associated with extended deployment outside a Flight Attendant's domicile, a Flight Attendant who is awarded a Mainland Availability Pairing shall be paid a per diem rate 150% of the rate defined in Section 5; Paragraph A of the Flight Attendant Working Agreement.

H.1.a. The 150% rate shall not apply and the book rate shall apply, if the Flight Attendant elects to waive accommodations in the availability city.

Intent: The intent of the 150% per diem rate is to compensate a Flight Attendant on extended deployment away from her/his home for the additional expenses associated with not living in a designated Mainland Availability city. A Flight Attendant who resides in or near a designated Mainland Availability city is presumed to have transportation and readily available communication. In addition, a Flight Attendant who waives Company provided accommodations qualifies for "Travel Bank" credit (below).

H.1.b. For the purposes of defining "on duty and away from home" as it pertains to calculating per diem, the normal procedures shall apply.

Example A: A Flight Attendant who resides in HNL is awarded a Mainland Availability Pairing, uses Company provided accommodations, and completes all deadhead legs as scheduled. Under the current book per diem rate of \$1.75 per hour, this Flight Attendant shall be paid an hourly rate of \$2.625 from the time she/he checks in at HNL (1+00 before

scheduled departure in HNL) until the time she/he checks out (0+30 after actual arrival back in HNL).

Example B: A Flight Attendant who resides in the Bay Area is awarded a Mainland Availability Pairing based out of OAK. Subsequently, because she/he lives within a two hour driving radius of OAK, she/he elects to waive Company provided accommodations. This Flight Attendant shall be paid the hourly book per diem rate of \$1.75 per hour from the scheduled check-in time of her/his MAP until the time of her/his scheduled or actual release in HNL, whichever is later.

H.2. FLIGHT ATTENDANT TRAVEL BANK The Company shall create, administer, and maintain a personal "Travel Bank" for any Flight Attendant who is awarded a Mainland Availability Pairing. Specifics of the intent, credit, and use of a Flight Attendant's Travel Bank shall be negotiated under a separate Letter Of Agreement within 30 days of the signing of this Agreement.

H.2.a. A Flight Attendant who elects to waive Company provided hotel accommodations shall have her/his travel bank credited with 50% of the value of the accommodation expense that would have otherwise been incurred by the Company.

H.3. SURFACE DEADHEAD

H.3.a. All surface deadhead distances shall be calculated using AAA standard published travel distances.

H.3.b. In the event a Flight Attendant is requested by the Company and agrees to surface deadhead utilizing her/his private vehicle, she/he shall be reimbursed for any out of pocket expenses associated with the surface deadhead including but not limited to gas, tolls, and parking. Mileage for any such surface deadhead shall be reimbursed at the GSA Privately Owned Vehicle (POV) Mileage Reimbursement Rate when "no Government Owned Vehicle available". In addition, a Flight Attendant utilizing her/his personal vehicle to surface deadhead shall be entitled to "Long Term" parking at the destination airport (not to exceed the number of remaining days of her/his Mainland Availability Pairing).

H.3.c. In the event a Flight Attendant is requested and she/he agrees to drive a Company-provided rental car for the purpose of surface deadheading, she/he shall be reimbursed for any out of pocket expenses associated with the surface deadhead including but not limited to gas, tolls, parking, and any associated "drop off" charges. Mileage shall be reimbursed for the surface deadhead only at the GSA Privately Owned Vehicle (POV) Mileage Reimbursement Rate when "Government Owned Vehicle available". However, no Flight Attendant(s) shall be required to drive any vehicle for the purpose of surface deadheading.

Example: A Flight Attendant is required to surface deadhead from OAK to SMF. Total mileage calculated by AAA is 97 miles. There is a \$3 toll charge for crossing the Vallejo Bridge. If she/he is using a rental car, she/he shall be entitled to a reimbursement of

\$30.65 based on the current POV (GOV available) rate of \$0.285 cents per mile. If she/he is providing her/his own transportation, she/he shall be entitled to a reimbursement of \$42.29 based on the current POV (no GOV available) rate of \$0.405 cents per mile.

H.4. LAUNDRY & DRY CLEANING In order to maintain a clean and professional appearance while on a Mainland Availability Pairing, the Company shall reimburse a Flight Attendant for the launder or dry cleaning of uniform and traveling attire up to the following limits. When possible, the Company shall arrange for direct billing back to the Company through the designated extended stay hotel.

H.4.a. For first four days of Availability

H.4.a.1. One (1) shirt or blouse

H.4.a.2. One (1) pair of trousers/pants

H.4.a.3. One (1) set of undergarments

H.4.a.4. Two (2) pairs of socks

I. MISCELLANEOUS

1. Adjustments- As an exception to Document 6, when it becomes necessary, or a Flight Attendant chooses, to be adjusted off a MAP due to overprojection, she/he may be adjusted off a portion of the MAP in order to lower her/his projection. If it's before the 15th of the month, the Flight Attendant may choose whether to be adjusted off at the beginning of the MAP or the end of the MAP. If it's after the 15th of the month, the decision will be at the discretion of the Company.

2. Sick Leave- When a Flight Attendant calls in sick for a MAP the MAP position will go uncovered and she/he will be returned to the MAP provided she/he calls in well before the 4th day of the MAP. The Flight Attendant will be charged sick leave only for the portion of the pairing that elapses before the Flight Attendant calls in well. If the Flight Attendant calls in well on or after the 4th day of the MAP, she/he will be charged sick leave for the entire MAP, unless she/he makes up the balance of the time utilizing sick leave make-up procedures.

3. The Company may, at it's discretion, offer in-tact MAPs that have been vacated for reasons other than sick calls to Reserve Flight Attendants. Such offer must be made in seniority order to all available reserves and Crew Scheduling will clearly tell each Reserve that they are not obligated to accept the MAP. A Reserve who accepts a MAP will be given the day(s) off of her/his choice for any day(s) off that are interrupted by accepting the MAP.

J. Trial Period and Review After three (3) months of application of the provisions of this letter, the parties agree to meet at the request of either party and address any issues that may have arisen in regards to MAPs. After addressing those issues, if any, the parties agree that the MAPs provisions, as may be amended in such meetings, will be continued by the mutual agreement of the parties and will run concurrent with the basic Agreement.

EXCEPT as otherwise expressly modified or amended herein, all provisions of the Flight Attendant Working Agreement including but not limited to the Basic Agreement, any subsequent agreements, and any Letters of Agreement, remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Letter of Agreement this 24th day of March, 2006.

For AFA-CWA

/s/ Patricia Friend
Patricia Friend, International President

/s/ Peggy H. Gordon
Peggy H. Gordon, MEC President

/s/ Karen Nakaoka
Karen Nakaoka, MEC Vice President

/s/ Grace Lee
Grace Lee, MEC Secretary Treasurer

/s/ George De Ramos III
George De Ramos III, Negotiating Committee

/s/ Mark L. Littleton
Mark L. Littleton, Sr.

For ALOHA AIRLINES, INC.

/s/ Albert J. Pattison
Albert J. Pattison, Sr. Vice President
Human Resources

/s/ Mary Jo O'Connor
Mary Jo O'Connor, Director of
Inflight Services

/s/ Greg A. Chilson
Greg A. Chilson, Manager In-flight