

To Onboard Service Management Personnel

Personal Emergency Absences Policy Guidelines

A personal emergency is an unplanned event, which is impossible to anticipate and would reasonably prevent an employee from reporting to work. When discussing or investigating personal emergency absences to determine if they should be excused, the following should be considered:

- How much control did the Flight Attendant have over the circumstances which gave rise to the absence?
- Was the absence appropriate to the situation? (i.e., would you or any reasonable person have missed work under the same circumstances?)
- Could the Flight Attendant have made advance arrangements to avoid the absence? (e.g., back-up child care, schedule trade, ANP/PTO/DAT; alternative transportation, etc.)
- Is it likely that such absences will continue as a result of the Flight Attendant's personal situation? Would a leave of absence and/or a referral to EAP be appropriate?

If the absence has been determined to be an excused personal emergency:

- The absence and the reason for it are recorded in the Flight Attendant's Work History.
- The incident and any reference to it are not included in future counseling, initial discussions or any discipline.
- Emergency time off due to death in the immediate family (Section 4T of the Agreement and Series 15.7.5) is excused and without loss of pay for up to three consecutive days. Such absences are not included in counseling, initial discussions or discipline for dependability.

May 1, 2003

Mr. Gregory E. Davidowitch, President
UAL/AFA Master Executive Council
Association of Flight Attendants
6400 Shafer Court, Suite 250
Rosemont, IL 60018

Dear Mr. Davidowitch:

Following the discussions leading to the 2003-2009 Restructuring Agreement, the Company's opinion was that three provisions of the Agreement remained intact, and the Association disagreed. In order to avoid delay in distribution of the new Agreement, the parties agreed that should it become necessary to utilize any of these provisions as written herein, the Company will provide advance notice to the Association. The disagreement on the applicability of this language shall be submitted to binding arbitration. It is further agreed that each Section shall be submitted to a different Arbitrator.

The disputed provisions of the Agreement are highlighted below and read as follows:

Section 7.I.

4. Maximum Duty Time

- a. A Flight Attendant shall not be scheduled to be on duty in excess of the following limitations, except that with the concurrence of the Union Local Schedule Committee, a Flight Attendant may be scheduled on duty up to fourteen and one-half (14 1/2) hours.

| For Duty Period Starting | Scheduled | Actual |
|-----------------------------|-----------|--------|
| <u>0500-1859</u> | 13 | 14 1/2 |
| <u>1900-0459</u> | *11 1/2 | 13 |

*When, on a block-to-block basis, the duty period contains a break of at least five (5) hours or twice the number of hours of duty aloft in the duty period preceding the break, whichever is greater, thirteen (13) hours shall apply or twelve (12) hours for a duty period starting 0000-0459.

The above duty time provisions are based on the Flight Attendant's home domicile time.

Section 12.C.7.

k. Reserves

- (1) Reserve assignments to Language Qualified IDs will be made first to Flight Attendants on Language Qualified reserve lines.

Section 12.U.

7. The Company may designate specific reserve lines of flying for Language Qualified Flight Attendants.

Sincerely,

/s/Frank Colosi
 Frank Colosi
 Director Labor Relations
 Onboard Service

**LETTER OF AGREEMENT
 BY AND AMONG
 UAL CORPORATION,
 UNITED AIR LINES, INC.
 AND
 FLIGHT ATTENDANTS
 IN THE SERVICE OF
 UNITED AIR LINES, INC.,
 AS REPRESENTED BY
 ASSOCIATION OF FLIGHT ATTENDANTS - CWA**

THIS LETTER OF AGREEMENT, dated as of July 25, 2006, is made and entered into in accordance with the Railway Labor Act by and among UAL CORPORATION (hereinafter referred to as "UAL"), UNITED AIR LINES, INC. (hereinafter referred to as the "Company") and the ASSOCIATION OF FLIGHT ATTENDANTS – CWA (hereinafter referred to as "AFA" or the "Association").

WHEREAS, the parties have previously entered into a Letter of Agreement, dated as of January 17, 2006, which provided for, among other things, the issuance of certain UAL convertible notes, as described in Exhibit B to such agreement (such exhibit, the "Term Sheet");

WHEREAS, pursuant to the Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code (the "Plan"), which was approved by the United States Bankruptcy Court for the Northern District of Illinois on January 20, 2006, UAL will issue \$726,000,000 in aggregate principal amount of Senior Convertible Notes due 2021 (the "Notes") under an indenture (the "Indenture", by and among UAL, the Company and The Bank of New York Trust Company, N.A., as indenture trustee, of which \$20,000,000 in aggregate principal amount of Notes will be issued to an irrevocable trust (the "Trust"), as represented by The Bank of New York, as trustee (the "Trustee"), for the benefit of certain Company flight attendants (each, an "Eligible Flight Attendant");

WHEREAS, following negotiations between the Company and the Association, a form of the Indenture has been filed in conjunction with the Plan; and