

October 7, 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,

In the discussions leading to the 2003-2009 Restructuring Agreement the parties agreed that the company could, at its discretion, apply the Extended Duty Time Sideletter found on page 239 of the Agreement to flights departing from the Hawai'ian Islands other than Oahu.

Sincerely,

/s/ Frank Colosi

Frank Colosi
Director Labor Relations
Onboard Service

October 2, 1997

Mr. Kevin D. Lum, President
UAL/AFA Master Executive Council
Association of Flight Attendants
6400 Shafer Court, Suite 250
Rosemont, IL 60018

Dear Mr. Lum:

In the discussions leading to the 1996-2001 and 2001-2006 Flight Attendant Agreement, the Company and the Association mutually agreed to the following:

- a) At Company request a Flight Attendant may concur to extend the duty time provisions of Section 12.L. to the F.A.R. duty time maximum only at International Non-Domicile points.
- b) A Flight Attendant who concurs to extend her/his duty time maximum will be guaranteed a minimum of one hour pay at five times her/his hourly rate in addition to her/his actual credited time for the ID. Every hour or portion thereof in excess of the first hour will be paid at five times her/his hourly rate.
- c) Such compensation is for pay purposes only and may not be used to offset any other guarantees. The Company is prohibited from negotiating with Flight Attendants for any other compensation or incentive to obtain a Flight Attendant's concurrence.

In the application of Paragraph a. above, it is agreed by the parties that the F.A.R. Scheduled Duty Time maximum of twenty (20) hours shall be applied as the maximum for flights operating under Section 12.L.2. of the Flight Attendant Agreement.

Flights falling under the maximums outlined in Section 12.L.3. and 4. of the Flight Attendant Agreement shall be restricted to a two (2) hour additional extension.

Flight Attendants who have agreed to the waiver will be eligible for payment under Paragraphs b. and c. above provided they have exceeded their contractual maximum duty time. There is no requirement that the Flight Attendants be onboard the aircraft, be with passengers, or that the flight depart in order to be eligible for payment under this Sideletter.

Sincerely,

/s/Sara Fields
Sara Fields
Senior Vice President
Onboard Service

October 2, 1997

Mr. Kevin D. Lum, President
UAL/AFA Master Executive Council
Association of Flight Attendants
6400 Shafer Court, Suite 250
Rosemont, IL 60018

FIRST RIGHT OF HIRE

Dear Mr. Lum:

In discussions leading to the 1996-2001 and 2001-2006 Flight Attendant Agreement, the Company and the Association mutually agreed to the following:

Subject to other legal obligations, the Company will make reasonable efforts to fill Flight Attendant vacancies with those individuals who satisfy United's hiring standards, who have previously worked for carriers, represented by the AFA, and who are no longer working for those carriers for economic reasons such as lay-offs or the shutdown of that carrier.

Sincerely,

/s/ Sara Fields
Sara Fields
Senior Vice President
Onboard Service