

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 Agreement, in an effort to improve the Flight Attendant working environment and to address customer service issues, the Company and the Association have agreed to the following:

With approval of the MEC President/designee, the Company may, on an exception basis, designate vendor representatives or the Manager of Equipment and Logistics to perform product or equipment evaluations or research onboard the aircraft during the three (3) month period prior to installation/implementation.

The Company recognizes that this is an exception to the Section 1, Scope Clause and is not intended to be construed as an expansion of the class and craft of Flight Attendants.

Sincerely,

/s/ Sara Fields

Sara Fields
 Senior Vice President
 Onboard Service

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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:

Should the Company choose to establish separate operations as described in Section 4.I. "Separate Operations" of the 1996-2001 and 2001-2006 Flight Attendant Agreement, the parties agree to meet and agree on the application of those Sections of the Agreement which may be affected by this action. Further, the parties agree that the terms of Section 3.J., Section 14.A., Section 22.J. and Section 24.A. will be applied as outlined below:

Section 3.J. If more than one (1) operation exists in a domicile, separate seniority lists for each operation shall be provided.

Section 14.A. Temporary duty assignments shall be for a period of no more than four (4) consecutive schedule months and shall consist of filling of vacancies for any flight coverage. Domiciles which have more than one (1) operation shall not have TDYs between operations more than six (6) months in a calendar year. Before this limitation is exceeded the Company and the MEC President or designee shall meet to discuss alternatives.

Section 22.J. Surplus Procedure

1. Book

2. If a surplus exists in any operation, the Company may move any Flight Attendant(s) in the operation, who desire to move, in order of seniority from the operation at which the surplus exists or, if none desire to move, the Company may then move the surplus Flight Attendants out of such operations in inverse order of seniority in accordance with the procedure outlined in Paragraph 3 below, notwithstanding Paragraphs A and B of this Section.