

LETTER OF AGREEMENT
BETWEEN
UNITED AIRLINES, INC.
AND
THE FLIGHT ATTENDANTS IN THE SERVICE OF
UNITED AIR LINES, CONTINENTAL AIRLINES AND CONTINENTAL MICRONESIA
AS REPRESENTED BY THE
ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

Pursuant to the Negotiation Protocol Agreement (“NPA”) dated June 25, 2014, between the above-referenced parties, United Airlines, Inc. (“United”) and the Association of Flight Attendants – CWA, AFL-CIO (“AFA”) hereby enter into this Letter of Agreement to ensure the timely execution of a joint collective bargaining agreement (“JCBA”) covering the Flight Attendants in the service of United as represented by AFA.

Despite significant progress, the parties were not able to reach a tentative JCBA by the NPA’s established target date of July 23, 2015. To ensure timely completion of negotiations, the parties have agreed that:

1. United and AFA will resume negotiations on September 1, 2015, or on such date as mutually agreed, and continue negotiations at such times and locations as they may mutually agree.
2. United and AFA will jointly appoint an Independent Mediator, who will be a member of the National Academy of Arbitrators, no later than September 1, 2015. The Independent Mediator will be apprised of the status of negotiations and the issues under discussion from time to time as the parties may mutually agree.
3. United and AFA agree that the following actions shall be taken if a full tentative JCBA is not reached by September 30, 2015 *[date subject to mutual agreement]*:
 - a. The Independent Mediator will, with the parties’ advice and consent, appoint two additional Mediators, each of whom will be a member of the National Academy of Arbitrators. United and AFA will each appoint one representative to serve with the Mediators, and together they will constitute the Board of Mediation (“the Board”).
 - b. United and AFA will jointly submit all tentative agreement contract language, a list of other existing agreed-upon items, and a list of open issues to the Board no later than October 2, 2015 *[date subject to mutual agreement]*.
 - c. United and AFA will each submit, separately, their final proposals to resolve all open issues to the Board no later than October 9, 2015 *[date subject to mutual agreement]*. Such proposals must be mutually and independently verified in terms of the levels of compensation that would be provided to Flight Attendants, the costs to United over the proposed duration of the agreement, and the overall economic comparisons with the then-existing flight attendant economic structures of American Airlines and Delta Airlines as applied to the combined workforces of former subsidiaries United, Continental and Continental Micronesia.
 - d. No later than October 31, 2015 *[date subject to mutual agreement]*, the Board will issue an award recommending, in total, either the United proposal or the AFA proposal. The Board will not have authority make its recommendation on an issue-by-issue basis, unless by mutual consent of the

parties, but will select in its entirety the proposal judged to most reasonably and best serve the interests of United flight attendants and the Company, consistent with traditional principles employed in interest arbitration and by presidentially-appointed boards under the Railway Labor Act.

- e. The Board’s recommended proposal, along with all other tentative agreements reached between the parties during negotiations, will form the final recommended tentative joint contract, which will not be modified except by mutual agreement.
- f. Within 60 days after the Board’s recommendation, the parties will notify each other and the Board as to whether the recommended tentative joint contract has been ratified, adopted, approved or otherwise accepted pursuant to the internal policies of each party, and if so, the parties shall execute it as the joint collective bargaining agreement and implement it according to its schedule and terms.

It is agreed that, notwithstanding the terms of this agreement, neither party relinquishes its rights under the Railway Labor Act, as amended. This agreement may be terminated at any time by mutual agreement of the parties. Either party may terminate this agreement upon thirty (30) days’ notice to the other party.

Agreed and entered into this ____ day of August 2015.

FOR UNITED AIRLINES, INC.

FOR THE FLIGHT ATTENDANTS IN THE SERVICE OF UNITED AIRLINES, INC., AS REPRESENTED BY THE ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

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