

2005-2009 AGREEMENT

Between

United Air Lines, Inc.

and

**International Association
Of Machinists and Aerospace Workers**



**FLEET TECHNICAL INSTRUCTORS' AND
RELATED AGREEMENT**

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AGREEMENT
Between
UNITED AIR LINES, INC.
And
INTERNATIONAL ASSOCIATION OF MACHINIST
AND AEROSPACE WORKERS

This agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between United Air Lines, Inc., hereinafter referred to as the "Company", and International Association of Machinists, hereinafter referred to as the "Union", representing the employees composing the craft or class of Ground Instructors as certified by the National Mediation Board in Case No. R-6474. For purposes of identification, this Agreement shall be known as the "Fleet Technical Instructors' and Related Agreement."

ARTICLE I
PURPOSE OF AGREEMENT

- A.** The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further, to the extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation, and reasonable working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully, both individually and collectively, for the advancement of that purpose.
- B.** The Union and Company are dedicated to creating and nurturing an employee owned atmosphere based on trust, respect, open communication, team work, and problem solving. The Union and Company are committed to basing decisions on the well being of all employees.
- C.** No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.
- D.** There shall be no harassment and/or discrimination between employees covered by this Agreement based on race, color, sex, age, religion, national origin, disability, veteran status, or sexual orientation.

ARTICLE II
SCOPE OF AGREEMENT

- A.** The Company hereby recognizes the Union as the sole and exclusive bargaining agent for all Fleet Technical Instructors, Fleet Technical Specialists, Program Support Coordinators, Program Support Specialists, Emergency Procedures Instructors, Emergency Procedures Specialists, Flight Training Program Specialists, Flight Simulator Draftsmen, Flight Training Audio Technicians, Flight Training Media Producers, Flight Training Senior Media Producers, Flight Training Electronic Media Designers, and Flight Training Graphic Designers employed by the Company.
- B.** The Company's General Policy, Operating and other applicable Regulations shall be available to all employees, and employees covered by this Agreement shall be governed by such Regulations and by all applicable rules, regulations and orders issued by properly designated authorities of the Company not in conflict with the terms of this Agreement.
- C.** All work performed directly by the Company involving the work of Fleet Technical Instructors, Fleet Technical Specialists, Program Support Coordinators, Program Support Specialists, Emergency Procedures Instructors, Emergency Procedures Specialists, Flight Training Program Specialists, Flight Simulator Draftsmen, Flight Training Audio Technicians, Flight Training Media Producers, Flight Training Senior Media Producers, Flight Training Electronic Media Designers, and Flight Training Graphic Designers as described in the work classifications in Article IV of this Agreement, is recognized as coming within the jurisdiction of the Union and is covered by this Agreement. In situations that are unplanned and of limited duration, the Company and Union must mutually agree, in so far as practical, that such work may be contracted to meet Company operating needs prior to such work being contracted.
- D.** Subject to the limitation set forth in Article II, Paragraph E, the Company reserves the right to contract out work for a limited duration when its facilities or personnel are not sufficient or available. The Company will notify the union before such contract out of work occurs. The Company reserves the right to contract out other work but notice will be served on the Union before such contracting takes place. If any employee covered by this Agreement will be reduced, laid off or transferred as a result of such contracting, either party to this Agreement may serve notice of a desire to negotiate for the procedure to be followed and the protection to be afforded employees involved. Negotiations will begin within ten days of receipt of notice of a desire to negotiate and no employee will be reduced, laid off or transferred in less than forty days after receipt of such notice.
- E.** Notwithstanding the provisions of Paragraph D above, no work shall be contracted out unless the Company can demonstrate that such contracting out will

not result in the lay-off of any IAM-represented employee unless the employee fails to exercise seniority in their classification on the system in filling a permanent vacancy or bumping an employee not protected by Article II, Paragraph F in a job they are qualified to perform, or refuses to fill a permanent job in a higher classification they are qualified to perform.

F. No fewer than 50% of active employees in each classification as of March 11, 2003, except as provided in paragraph 4 below, will be protected in their classification and shall not be laid off during the term of this agreement. This paragraph F shall remain in full force and effect through the 2003 - 2009 Agreement. This paragraph F does not apply under the following circumstances:

- 1.** To an employee who fails to exercise their seniority in their classification on the system in filling a permanent vacancy or bumping an employee not protected by this paragraph in a job they are qualified to perform, or refuses to fill a permanent job in a higher classification that the employee is qualified to perform.
- 2.** To temporary employees.
- 3.** To employees being laid off as a direct result of:
 - a.** an act of nature;
 - b.** a strike or labor dispute;
 - c.** a reduction of the Company's operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial supplier being unable to meet the Company's demands;
 - d.** a revocation of the Company's operating certificate(s) or the grounding of a substantial number of the Company's aircraft by government action;
 - e.** a declared or undeclared war or national emergency;
 - f.** compulsion by a government agency, legislative or court action.
- 4.** To employees in the Flight Training Graphic Designer, Flight Training Audio Tech or Program Support Coordinator job classifications.

These job security provisions will be reviewed upon exit from bankruptcy in conjunction with training requirements. Affected employees will be considered for other positions for which they may be qualified.

ARTICLE III
STATUS OF AGREEMENT

A. It is expressly understood and agreed that when this Agreement is accepted by the parties and signed by their authorized representative, it will supersede any and all agreements existing or previously executed between the Company and any Union or individual affecting the craft of class of employees covered by this Agreement.

B. Successorship Transactions

1. The Company and any Parent shall require any successor, assign, assignee, transferee, administrator, executor and/or trustee of the Company or of a Parent (a "successor") resulting from the transfer (in a single transaction or in multi-step transactions) to the Successor of the ownership and/or control of 50% or more of the equity of the Company or Parent or 50% or more of the value of the assets of the Company (for the purpose of this paragraph, including the Low Cost Operation ("LCO") as described in Attachment I whether or not such operation is in a subsidiary of UAL or UA or contained within UA) (a "Successorship Transaction") to employ or cause the company to continue to employ the employees represented by the IAM in accordance with the provisions of the Agreement and to assume and be bound by the Agreement. "Parent" refers to UAL Corp. ("UAL") or any entity that has a majority control of the Company, whether directly or indirectly through the majority control of other entities that have majority control of the Company.

2. In order for a Successor to be required to employ or to cause the Company to continue to employ any of the employees covered by the Agreement in accordance with the provisions of the Agreement at any air carrier other than the Company, the Successor must be engaged in the operation of an air carrier.

C. The Company and its Parent shall not conclude any agreement for a Successorship Transaction unless the Successor agrees in writing, as an irrevocable condition of the Successorship Transaction, to assume and be bound by the Agreement, to recognize the Union as the representative of the Successor's employees, and to guarantee that the employees represented by the IAM under the Agreement will be employed by the Successor in accordance with the provisions of the Agreement.

D. In the event of a Successorship Transaction in which the Successor is an air carrier or entity that controls or is under the control of an air carrier, the Successor shall provide employees represented by the IAM under the Agreement immediately prior to the transaction with seniority integration rights provided in Sections 2, 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger ("Allegheny -Mohawk LPPs").

- E.** The Company will join the IAM in strongly opposing any changes in U.S. law that would permit Foreign Air Carriers to engage in cabotage. However, if cabotage is permitted, the Company shall not be prohibited from code sharing with any Foreign Air Carrier code share partner who engages in it.

ARTICLE IV
CLASSIFICATIONS OF WORK

For the purpose of this Agreement, the recognized classifications of work will be as hereinafter defined.

A. Fleet Technical Specialist

The work of the Fleet Technical Specialist includes any work generally recognized as Fleet Technical Specialist work which has been performed by the Company at its Flight Training Center and any off-site training facility within the United States. The work, the training of Pilots, includes but is not limited to: participating in the development of training programs, syllabus development, training documentation, and fleet publications. Additionally, the Fleet Technical Specialist participates in the selection of training devices, identification of classroom requirements, and the maintenance of training programs. The Fleet Technical Specialist participates in the quality assurance of curricula, training devices, and classroom instruction, as well as the selection of permanent and temporary Fleet Technical Instructors. A Fleet Technical Specialist supports the work of the Fleet Technical Instructor and coordinates all required Fleet Technical Instructor initial training and qualification, including recurrent training and Observer Member Crew, works with and coordinates training support functions to ensure appropriateness, quality, and cost effectiveness of training aids and materials, coordinates training needs and serves as the primary point of contact in support of the Fleet Technical Instructors. The Fleet Technical Specialist may represent the fleet in various staff functions and committees. If qualified, the Fleet Technical Specialist may perform the work of the Fleet Technical Instructor recognized in this agreement.

B. Fleet Technical Instructor

The work of a Fleet Technical Instructor shall include any work generally recognized as the work of a Fleet Technical Instructor which has been performed by the Company at its Flight Training Center. The work, the training of pilots assigned to fly Company owned aircraft or customers who are trained under contract with the Company on aircraft types operated by the Company, shall include but not be limited to: conducting formal classroom and tutorial training on ground school subjects relating to aircraft systems; normal operations procedures; irregular, abnormal and emergency procedures; navigation and aerodynamics; Automatic Flight Systems and Flight Management Systems. In addition, the work shall include the preparation of pilots in training for mock oral and performance exams; administration of such exams; securing necessary training equipment, aids, manuals and supplies; documentation and completion of training records; determination and reporting of pilot in training progress and proficiency; and remedial instruction and counseling. As directed, a Fleet Technical Instructor may participate in the formulation, development and review of pilot in training courseware, engineering documents and other subject matter. A Fleet Technical Instructor may utilize training devices and

static aircraft. A Fleet Technical Instructor may participate in the training of employees as appropriate.

C. Program Support Specialist

The work of the Program Support Specialist includes any work generally recognized as Program Support Specialist work which has been performed by the Company at its Flight Training Center and any off-site training facility within the United States. The work, the maintenance of training programs for Pilots and Flight Attendants includes, but is not limited to: participating in the development of training documentation, including training publications and multimedia delivery systems, and the selection of classroom delivery requirements. The Program Support Specialist participates in the initial interview, screening, and selection of permanent and temporary Program Support Coordinators. The Program Support Specialist coordinates and supports the work of the Program Support Coordinators including all required initial training and Observer Member Crew. The Program Support Specialist works with program support to ensure standardization, quality, and cost effectiveness of training programs. The Program Support Specialist coordinates maintenance activities of the Program Support Coordinators and serves as Program Support's primary point of contact in support of the Program Support Coordinators. The Program Support Specialist may represent the department in various staff functions and committees. The Program Support Specialist may perform the work of a Program Support Coordinator as recognized in this agreement.

D. Program Support Coordinator

The work of a Program Support Coordinator shall include any work generally recognized as the work of a Program Support Coordinator which has been performed by the Company at its Flight Center. The work shall include, but not be limited to: coordinating the maintenance activities related to existing Flight Training Programs which qualify pilots and flight attendants (emergency procedures) to FAA and Company standards; coordinating the revision process which includes the scheduling, development, production, and implementation of courseware changes to existing Flight Training Programs delivered in the Flight Center, Domiciles and Home Study; evaluating accuracy, adequacy and currency of existing programs and recommending changes to improve training effectiveness; coordinating and participating in established maintenance processes to include review and analysis of facilities and equipment required for training delivery; maintaining technical and subject content knowledge in assigned Flight Training Programs by routinely observing and participating in training and/or line operations by Observer Member Crew. As directed, a Program Support Coordinator may participate in the formulation, development, and review of training courseware, engineering documents and other subject matter. Program Support Coordinators may participate in the training of employees in their classification. In addition, the Program Support Coordinator oversees the implementation of the Program Maintenance function in individual areas assigned.

E. Emergency Procedures Specialist

The work of the Emergency Procedures Specialist includes any work formerly recognized as Staff Instructor - Emergency Procedures Training work which has been performed by the Company at its Training Centers within the United States. The work, the coordination of emergency procedures training for Pilots and Flight Attendants, includes, but is not limited to: Initial, Transition, Recurrent, and Re qualification programs. The Emergency Procedures Specialist coordinates the daily operation of Training Centers within the United States; supports training development functions; ensures accuracy of the Inflight Handbook, Flight Operations Manual, and Flight Manuals in areas of emergency procedures. An Emergency Procedures Specialist identifies and recommends changes to improve training effectiveness; administers local procedures and policies; provides input to the department budget, participates in procurement and quality assurance of training devices and equipment; and identifies classroom requirements. The Emergency Procedures Specialist participates in the selection process for permanent and temporary Emergency Procedures Instructors and coordinates quality assurance and qualification records. An Emergency Procedures Specialist coordinates and supports the work of Emergency Procedure Instructors including all required initial and qualification training and Observer Member Crew. The Emergency Procedures Specialist may interact with corporate, industry, and government organizations in the interest of emergency procedures training. The Emergency Procedures Specialists may also represent the department in various staff functions and committees. The Emergency Procedures Specialist may perform the work of an Emergency Procedures Instructor recognized in this agreement.

F. Emergency Procedures Instructor

The work of an Emergency Procedures Instructor shall include any work generally recognized as the work of an Emergency Procedures Instructor that has been performed by the Company at its Training Centers within the United States. The work, the emergency procedures training of Pilots and Flight Attendants assigned to fly Company owned aircraft or customers who are trained under contract with the Company on aircraft types operated by the Company, includes, but is not limited to: initial, recurrent, transition, re-qualification, and remedial training which qualifies Pilots and Flight Attendants to FAA and Company standards. The Emergency Procedures Instructor evaluates training progress and counsels crew members as appropriate to ensure proficiency in areas including, but not limited to: land and water preparation for evacuation, emergency and normal exit procedures, raft survival, passenger misconduct, medical emergencies including first aid, Cardio Pulmonary Resuscitation and Automated External Defibrillator, use of emergency equipment, and other safety of flight irregularity areas. An Emergency Procedures Instructor participates in the training of Command/ Leadership/Resource management and security. An Emergency Procedures Instructor utilizes necessary training equipment, aids, manuals, supplies, classrooms, training devices, cabin and door trainers, and static aircraft for their instruction. As directed, an Emergency Procedures Instructor may assist in the development of training programs, materi-

als, testing criteria, videos, printed material, and other training projects in determining policies, procedures, and testing criteria. An Emergency Procedures Instructor may participate in monitoring the quality and technical accuracy of emergency procedures material in the Inflight Handbook, Flight Manuals, and Flight Operations Manual. An Emergency Procedures Instructor may participate in the training of employees as appropriate.

G. Flight Training Program Specialist

The work of a Flight Training Program Specialist shall include any work formerly recognized as Staff or Senior Staff Coordinator Flight Training and Development work, which has been performed by the Company at its Flight Training Center and any off site location where Flight Training Development work must be accomplished. The work shall include, but not be limited to conducting the analysis, design, development, editing, and evaluation of flight training programs. Additionally, the Flight Training Program Specialist may participate in the implementation and delivery of flight training programs when required. The Flight Training Program Specialist coordinates assigned Flight Training Center projects, establishes goals and priorities, and schedules staffing needs. In addition, the Flight Training Program Specialist coordinates with airplane and equipment manufacturers, vendors, and the FAA on issues pertaining to flight training programs. The Flight Training Program Specialist conducts instructor training and small group trials to produce an approved program. Also, a Flight Training Program Specialist may participate in the development and delivery of other projects as assigned by the Company. All major Flight Training Center courseware development will be accomplished/performed by the Flight Training Program Specialist who directs team members in the development process.

H. Flight Simulator Draftsman

The work of a Flight Simulator Draftsman includes any work formerly recognized as Draftsman A work which has been performed by the Company at its Flight Training Center. The work of a Flight Simulator Draftsman shall include but not be limited to: finalizing and maintaining technical documentation for all flight training devices utilized for troubleshooting, testing, maintenance and overhaul; coordinates and maintains the electronic documentation files on the electronic library systems used to store all flight training device technical documentation. Technical documentation consists of, but is not limited to: cable assembly, control drawings, electrical diagrams/schematic, fabricated part (piece part), source code, test specification, wiring diagram, wiring list, site installation, family tree, system schematics, mechanical assembly, cable index, printed circuit boards, test bench, computer layout, cabinet assembly, cable harness, chassis assembly, panel assembly, power supplies, crew component assembly, and stuffing Charts. The Flight Simulator Draftsman may also perform other computer-aided design (CAD) drafting work as assigned by the Company, A Flight Simulator Draftsman may be required to train other Flight Simulator Draftsman.

I. Flight Training Audio Technician

The work of the Flight Training Audio Technician (formerly Senior Specialist - Audio Visual) includes, but is not limited to: recording and editing of audio files to produce computer based digital audio training files; monitors performance, set-up, system-wide distribution and return of audio equipment; and provides support for audio equipment for Flight Training Center, domiciles, and learning centers. The Flight Training Audio Technician may schedule daily operation of audio production, and assemble and monitor the public address system for meetings within the Flight Training Center.

J. Flight Training Media Producer

The work of a Flight Training Media Producer (formerly Senior Specialist - Audio Visual) includes but is not limited to: production, duplication, and system-wide distribution of Pilot and Flight Attendant audio and/or video training materials. Video production may include camera and prompter operation, lighting, audio recording of actors, dubbing, editing, duplication, and distribution of training videos. The Flight Training Media Producer may team with Flight Training Advanced Graphic Designer to generate support graphics for training videos. The Flight Training Media Producer may participate in the research and evaluation of new technological developments in visual media to use in Pilot and Flight Attendant training. The Flight Training Media Producer monitors and maintains availability of video training materials at the Flight Training Center and domiciles within the United States. The Flight Training Media Producer may perform the work of the Flight Training Audio Technician recognized in this Agreement. The Flight Training Media Producer may be required to train other Flight Training Media Producers.

K. Flight Training Senior Media Producer

The Flight Training Senior Media Producer (formerly Media Producer) shall be qualified and routinely perform the duties of the Flight Training Media Producer and Flight Training Audio Technician. The work, the training and administration of the Flight Training Media Producers and Flight Training Audio Technician, includes but is not limited to: work assignments, projects, approving work, and audio/visual equipment utilization. A Flight Training Senior Media Producer is the subject matter expert in support of the Flight Training Media Producer and Flight Training Audio Technician. The Flight Training Senior Media Producer coordinates the talent for video production and is responsible for the finished product. The Flight Training Senior Media Producer may represent the department in various staff functions, meetings, and committees. The Flight Training Senior Media Producer may be required to train Flight Training Media Producers and Flight Training Audio Technicians. The Flight Training Senior Media Producer may, if qualified, perform the work of a Flight Training Electronic Media Designer and Flight Training Graphic Designer as recognized by this agreement.

L. Flight Training Electronic Media Designer

The work of a Flight Training Electronic Media Designer (formerly Senior Graphic Designer) is to develop, design, and maintain computer-generated graphics to be used in the training of Pilots, Flight Attendants, and Instructors. The flight training computer graphics include but are not limited to: computer generated two dimensional vector and raster graphics, computer generated three dimensional animated imaging, digital photography, digital scanning, web-page graphics, graphic user interfaces, video capture and compression. The Flight Training Electronic Media Designer may team with a Flight Training Media Producer to generate support graphics for a training video. The Flight Training Electronic Media Designer coordinates with internal and external customers on graphic technique and content, to ensure quality, accuracy, and a cost-effective product. The Flight Training Electronic Media Designer may research and evaluate new hardware and software for new technological developments in graphics to use in training programs. The Flight Training Electronic Media Designer maintains the library for computer-generated graphics. The Flight Training Electronic Media Designer may be required to train other Flight Training Electronic Media Designers. The Flight Training Electronic Media Designer may perform the work of a Flight Training Graphic Designer as recognized by this Agreement.

M. Flight Training Graphic Designer

The work of the Flight Training Graphic Designer (formerly Senior Graphic Designer) is the creation of printed graphic materials to be used in the training of Pilots, Flight Attendants, and Instructors. The flight training graphics include but are not limited to material contained in: Flight Operation Manuals (FOM), Flight Manuals, In-Flight Handbooks, Emergency Procedures Manuals, Pilot Instructor Manuals, Aircraft Panel Foldouts, Flight Safety Materials, signage and aircraft systems diagrams. The Flight Training Graphic Designer may produce camera-ready artwork including color separations, line, half tone, and finish artwork for printing.

- N.** It is understood that a minimum of one (1) Fleet Technical Specialist, or Emergency Procedures Specialist, will be staffed in a fleet, or training center where Fleet Technical Instructors or Emergency Procedures Instructors are employed.
- 1.** There will be a minimum of one (1) Program Support Specialist staffed at each location where Program Support Coordinators are employed.
 - 2.** There will be a minimum of one (1) Flight Training Senior Media Producer staffed at the Flight Training Center where Flight Training Audio Technicians, Flight Training Media Producers, Flight Training Electronic Media Designers, or Flight Training Graphic Designers are employed.

ARTICLE V
HOURS OF SERVICE

- A.** Employee's normal workday will be scheduled for no more than eight (8) consecutive hours, exclusive of a one-half (1/2) hour lunch break except when an employee's workday includes travel for off site training or TDY they will be scheduled for no more than thirteen and one-half (13 -1/2) consecutive hours without concurrence of the employee.
- 2.** The Program Support Coordinator's, Program Support Specialist's, Flight Training Program Specialist's, Flight Simulator Draftsman's, Flight Training Audio Technician's, Flight Training Media Producer's, Flight Training Senior Media Producer's, Flight Training Electronic Media Designer's, and Flight Training Graphic Designer's normal work day will be scheduled for no more than ten (10) consecutive hours, exclusive of a one-half (1/2) hour lunch break and will not exceed forty (40) in a work week, except with the concurrence of the employee. A normal work week consists of working Monday through Friday. The provisions of Letter 95-1M of the 1994-2000 Mechanics' Agreement with regard to the ten (10) hour work day shall apply.
- B.** Employees will receive at least twelve (12) hours free of all duty between assignments. The employee may waive this limit.
- C.** Employees will not be scheduled to work more than six (6) consecutive days without the concurrence of the employee.
- D.** When Training Centers operate six (6) or seven (7) days per week, Fleet Technical Instructors and Emergency Procedures Instructors will not be scheduled for fewer than ten (10) days off within a calendar month without the concurrence of the employee. Instructors who are given ten (10) days off per calendar month are expected to work Company designated holidays except January 1 and December 25. Fleet Technical Specialists, Program Support Specialists, Program Support Coordinators, Emergency Procedures Specialists and Flight Training Program Specialists will normally be scheduled to have Saturday and Sunday off. When a Training Center operates five (5) days per week, Emergency Procedures Instructors will be scheduled to have two consecutive days off per week.
- 2.** Subject to the Company service requirements, all designated Holidays, with the exception of January 1 and December 25, may, at the option of the Fleet Technical Specialist, Program Support Specialist, Program Support Coordinator, Emergency Procedures Instructors, Flight Training Program Specialists, Flight Simulator Draftsmen, Flight Training Audio Technicians, Flight Training Media Producers, Flight Training Senior Media Producers, flight Training electronic Media Designers, and Flight Training Graphic

Designers who are scheduled to a five (5) day work week, be taken on their designated day or floated during that year at the employees option.

The recognized Holidays are as follows:

New Year's Day
President s Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Employee s Birthday

Except, however, Labor Day will not be observed in 2005.

- E.** In a situation wherein there is temporarily no work because of an Act of God or other circumstances over which the Company has no control, including strikes by employees of the Company curtailing flight operations by fifty percent (50%) or more system wide, the minimum reporting pay shall be four (4) hours pay at the regular rate of pay unless notified that there will be no work at the close of the last workday worked, or sixteen (16) hours before the start of their scheduled workday, whichever period is the shorter.
- F.** Employees will not be assigned to work, travel, or OMC on January 1 or December 25 without concurrence of the employee.
- G.** The joint union and company Fleet Technical Instructor/Fleet Technical Specialist scheduling committee will meet periodically to consider amending scheduling practices and guidelines. These scheduling guidelines may not conflict with any provision of this Agreement.
- H.** A joint Union and Company Emergency Procedures Instructor and Emergency Procedures Specialist scheduling committee will be formed at each training center to review scheduling guidelines. During these meetings, consideration will be given to amending such scheduling practices and guidelines. These practices and guidelines may not conflict with any provision of this Agreement.

**ARTICLE VI
SENIORITY**

- A.** Seniority shall be by work classification and shall accrue from the date of entering the classification. The work classifications to be recognized for seniority purposes shall consist of Fleet Technical Specialist, Fleet Technical Instructor, Program Support Specialist, Program Support Coordinator, Emergency Procedures Specialist, Emergency Procedures Instructor, Flight Training Program Specialist, Flight Simulator Draftsman, Flight Training Audio Technician, Flight Training Media Producer, Flight Training Senior Media Producer, Flight Training Electronic Media Designer, and Flight Training Graphic Designer. The names of all supervisory employees of the Company who are promoted from classifications covered by this Agreement shall be maintained on the seniority list at the point from which promoted.
- 1.** For bulletined jobs, the classification seniority date of the successful bidder or bidders will be the day following the last day for bidding on the job or jobs.
 - 2.** The classification seniority date of a Company employee shall be established as the date awarded an open vacancy. The probationary period and pay in the new classification of such Company employees, however, will begin with the first day actually worked in the new classification.
- B.** Seniority plus the ability to satisfactorily perform the work required for the job in question shall govern all employees covered by this Agreement in case of lay off, re-employment after lay off, and in all promotions, demotions, or transfers within or between classifications covered by this Agreement.
- C.** In the event of the geographical relocation in whole or in part of work covered by this Agreement, the Union and Company will meet to establish a transfer and or layoff procedure.
- D.** Except as otherwise provided in this Agreement, all newly hired employees and all employees transferring into classifications covered by this Agreement shall be regarded as probationary employees for the first 180 days of their employment or transfer. Employees may be discharged at any time during such probationary periods without hearing. If retained in the service of the Company after the probationary period, the names of such employees shall then be placed on the seniority list for their respective classifications in the order of their classification seniority date. An employee's probationary period may be extended in appropriate cases by local agreement between the Union and the Company.

- E. 1. a.** Master seniority lists by basic classifications for the system showing the name, classification, classification seniority date, and date of entering the Company's service of each employee covered by this Agreement shall be posted in a convenient place April 1 each year at each point. It shall be the responsibility of the employee to immediately protest if such list is in error. Such claims may be processed by the Union directly to Step Three of the Grievance Procedure. In the event an employee fails to protest the list within sixty (60) days after his seniority date and position on the seniority list is first established or adjusted there shall be no monetary liability or other retroactive application for subsequent seniority adjustments. In addition, a juniority list showing each employee's current job code shall be produced no later than May 1 of each year. A copy of each list will be furnished to the designated Local Union Representative and the Union System General Chairman.
- b.** Ties in classification seniority date on the master system seniority list will be broken first by Company seniority date and then by giving preference to the employee with the lower number comprised of the last four digits in the Social Security number.
- c.** Employees whose adjusted seniority (for example, an employee returning from a leave of absence in excess of ninety (90) days) results in a tie with other employees will be placed ahead of such other tied employees on a seniority list. When two or more employees with adjusted seniority are tied in classification seniority date, their relative position will be determined as provided in subparagraph b. above.
- 2.** Seniority lists for Fleet Technical Specialists, Program Support Specialists, Emergency Procedures Specialists, Flight Training Program Specialists, and Flight Training Senior Media Producers shall be posted at the same time as the basic system classification seniority lists at each point. Protests of omissions or incorrect listings shall be made in the same manner and under the same conditions as protests relating to seniority on the system seniority lists by basic classification. When two or more employees are placed on a higher classification seniority list with the same higher classification date, they shall appear in the order of their position on the basic seniority list.
- F.** Employees covered by this Agreement shall lose their seniority status and their name shall be removed from the seniority list under the following conditions:
- 1.** They quit or resign;
 - 2.** They are discharged for cause;

- 3.** They are absent from work for two consecutive work days without properly notifying the Company of the reason for their absence and not then if a satisfactory reason is given for not notifying the Company;
 - 4.** They do not inform the Company in writing of their intention to return to service within seven (7) days of sending notice offering to re-employ them;
 - 5.** They do not return to the service of the Company on or before a date specified in the notice from the Company offering re-employment, which date shall not be prior to fifteen (15) days after sending such notice; provided, however, that subdivisions 4 and 5 of this Section shall not apply to offers of temporary work.
- G.** All notices required to be sent under Paragraph F shall be sent by certified mail, return receipt requested, to the employee at the last address filed by them with the Company. There shall be no duty on the part of the Company to send a notice to a laid off employee unless the employee, when laid off, filed an address with their Local Manager and thereafter promptly advised that Local Manager of any change in address.
- H. 1.** When it becomes necessary to lay off employees due to a reduction in force, at least ten (10) calendar days' notice of such layoff or normal pay in lieu of such notice will be given all employees to be laid off except temporary employees. The first day of the ten (10) calendar days' notice period is the day following delivery in person, or the day following postmark if notice is by mail.
- 2.** Employees already on vacation shall not be given notice of layoff earlier than the first scheduled work day after completion. If an employee not on vacation is laid off under this procedure before an employee junior to him who is on vacation, no grievance or wage claim shall be allowed because of the deviation from seniority in the order of layoff.
 - 3.** An employee being laid off in a basic seniority classification because of a reduction in force will have a right of recall at the point.
 - 4.** Employees transferring under this Paragraph shall receive moving expenses as provided under Company policy as of November 12, 1993 for salaried employees, except that during the first two hundred seventy (270) days following transfer under this Paragraph, or until the employee's actual household move, whichever occurs first, the employee shall be entitled to unlimited non-revenue space available (NRSA) business passes between the point to which transferred and their former point.

- 5.** The Company will notify the System General Chairman of all employees' names, stations involved, and effective dates of all transfers under Paragraph H.

- I.** Employees, except temporary employees, laid off by the Company who desire to seek employment elsewhere will, upon application within twelve (12) months from the date of their layoff, be granted on one occasion free one-way NRSA air transportation on the Company's planes to any point on the system within the continental limits of the United States.

- J.** Employees who have given long and faithful service in the employ of the Company and who have become unable to handle their normal assignments, will be given preference for such other available work as they are able to handle within their classification at the rate of pay for the job to which they are assigned.

- K. 1.** An employee who has a transfer request to a classification in another agreement represented by the Union and is awarded the vacancy by the Company shall retain and continue to accrue seniority in their former classification for two (2) years. If the employee does not complete their probationary period in their new classification and after the Company confers with the Local Committee, the employee shall be returned to their previous assignment. If returned, the employee shall lose seniority in the classification from which returned. In the event employees exercise their seniority to return to a lower-rated classification, they must return to the highest lower-rated classification in which they hold seniority or forfeit all seniority held in that or any other classification higher than the classification to which they return.
 - a.** An employee covered by this Agreement who transfers to another classification in this Agreement other than "Specialist" or Flight Training Senior Media Producer will accrue seniority for six (6) months and then retain seniority in the former classification.
 - b.** An employee covered by this Agreement who transfers to a "Specialist" or Flight Training Senior Media Producer position in this Agreement will retain and accrue seniority in the basic classification.

- 2.** Employees promoted to supervisory positions or to other positions (not covered by this or any other Agreement unless otherwise agreed upon) will retain and continue to accrue seniority in the classification from which promoted for a period of six (6) months following promotion. At the expiration of the six (6) months period, employees in promoted positions shall retain but shall no longer accrue seniority. "Promoted" as used herein shall mean assignment to a position in which the salary received is higher than that paid the highest classification in the promoted employee's general seniority classification. Employees who transfer to such positions but are not in "promoted" status shall retain and accrue seniority for a maximum of one (1) year.

- 3.** If an employee is temporarily assigned to a promoted position (as defined in subparagraph 2 above) for combined periods which exceed one hundred eighty-three (183) days in any period of twelve (12) consecutive months, the employee will retain seniority but will accrue no more than one hundred eighty-three (183) days seniority during that twelve (12) month period.
 - 4.** Employees covered by this Agreement transferring to the position of Flight Officer shall retain and continue to accrue all seniority held under this Agreement for the duration of their Initial Flight Officer training.
 - 5.** An employee who is accepted for Flight Attendant Training will be placed in Authorized No Pay or Personal Leave of Absence status for the duration of that training and will retain and accrue seniority under the IAM Agreements in accordance with those Agreements. After that training if and when the employees enter the Flight Attendant classification, they will lose all IAM Agreement seniority held effective with the date of that reclassification.
- L.** Temporary employees may be hired to perform specific jobs by agreement between the Company and the Union. Under such agreements, temporary employees will not accrue seniority but will be subject to the wage and hour provisions governing other employees covered by this Agreement and such other employee benefits as may be agreed upon at the time.

**ARTICLE VII
VACANCIES**

- A.** Employees desiring transfer within their classification at their point may file a local permanent bid with their local management on forms to be provided by the Company and must give a copy to the Local Union. Such bids shall specify the fleet desired.
- 2.** In the filling of the Program Support Coordinator's position, the Company will select the senior Program Support Coordinator who desires transfer. If no Program Support Coordinator desires transfer, the senior employee covered by this Agreement who meets the qualification requirements and has bid for the position will be awarded the vacancy. A PSC will have the opportunity to monitor and provide input into the selection.
- 3.** In the filling of the Flight Training Program Specialist position, the Company will select the senior Flight Training Program Specialist who desires transfer. If no Flight Training Program Specialist desires transfer, the senior employee covered by this Agreement who meets the qualification requirements and has bid for the position will be awarded the vacancy. A Flight Training Program Specialist will have the opportunity to monitor and provide input into the selection.
- B.** A Fleet Technical Specialist, Emergency Procedures Specialist, Fleet Technical Instructor, Emergency Procedures Instructor, Flight Training Program Specialist, Flight Simulator Draftsman, Flight Training Audio Technician, Flight Training Media Producer, Flight Training Senior Media Producer, Flight Training Electronic Media Designer, or Flight Training Graphic Designer will be eligible to bid on a vacancy in their own or higher classification after eighteen (18) months of continuous service with the Company as such. When a vacancy is not filled through the bidding procedure, the Company may, but will not be required to consider the transfer request of a Fleet Technical Specialist, Emergency Procedures Specialist, Fleet Technical Instructor, Emergency Procedures Instructor, Flight Training Program Specialist, Flight Simulator Draftsman, Flight Training Audio Technician, Flight Training Media Producer, Flight Training Senior Media Producer, Flight Training Electronic Media Designer or Flight Training Graphic Designer with less than eighteen (18) months of service.
- C.** Any employee bidding for a bulletined job must file their bid in writing with the Company as provided in the bulletin and may file a copy of the bid with the Union.
- D. 1. Bidding**
- a.** In filling jobs under the bidding procedures provided in this Agreement,

- F.** A Fleet Technical Specialist, Program Support Specialist, Emergency Procedures Specialist, or Flight Training Senior Media Producer whose bid for a job is accepted shall hold the job for a reasonable period but not to exceed sixty (60) days on a trial basis in order to demonstrate the ability to perform the work required by the job. A Fleet Technical Instructor, Program Support Coordinator, Emergency Procedures Instructor, Flight Training Program Specialist or Flight Simulator Draftsman whose bid for a job is accepted shall hold the job for a reasonable period not to exceed one hundred eighty (180) days on a trial basis in order to demonstrate the ability to perform the work required by the job. An employee's trial period may be extended in appropriate cases by local agreement between the Union and the Company. During such trial period, if the employee is unable to demonstrate ability to perform the work required by the job and after the Company confers with the Local Committee, the employee shall be returned to their previous assignment but they shall not, for a period of six (6) months, be permitted to bid for a vacancy in the same or a higher classification of work in which they were unable to demonstrate ability. Once the trial period is over, the employee will not be allowed to transfer for a one (1) year period, except by permission of the Company.
- G.** During the interim required to bulletin a vacancy, the Company may select an employee to fill the vacancy temporarily.
- H.** In the case of vacancies not expected to exceed sixty (60) days, the Company may select an employee to fill such vacancy on a temporary basis without bulletining the job. In case of temporary vacancies in higher classifications, the Company will select the senior, available, qualified individual, and wage claim will be paid where deviation from normal selection practice for temporary assignments is due to Company convenience. At the end of sixty (60) days the vacancy will be filled as otherwise provided in this Agreement.
- I.** An employee under this Agreement assigned to a temporary job under Paragraphs G and H of this Article shall, upon such discontinuance of such temporary job, be returned to the former job and status.
- J.** An employee whose Department/Fleet/Training Center is being eliminated or reduced will be entitled to accept layoff with right of recall, have first rights for vacancies in their classification in seniority order, or displace a junior employee in another Department/Fleet/Training Center.
- K.** No employee will be compelled to accept a permanent transfer against their wishes.
- L. 1.** When a need arises which requires an employee covered by this Agreement to perform work at another location on the Company's system, and no qualified employee bids, the Company shall have the right to assign the junior qualified employee to perform the work. The Company will assume the expense in accordance with Article XV, Paragraph B of this Agreement.

- 2.** In the event there are no eligible bidders for a vacancy at any location on the Company's system, the Company may fill such vacancy by assigning any employee willing to accept the assignment or by assigning the junior qualified employee at the location to fill the vacancy. Such voluntary assignment which is anticipated to exceed sixty (60) days must have Union concurrence.

- M.** Exclusive of vacation requirements, when a Fleet Technical Specialist, Program Support Specialist, Emergency Procedures Specialist, Flight Training Program Specialist or Flight Training Senior Media Producer job within a Fleet or Department is regularly filled by temporarily upgrading a Fleet Technical Instructor, Program Support Coordinator, Emergency Procedures Instructor, Flight Training Media Producer, Flight Training Electronic Media Designer, Flight Training Graphic Designer, or Flight Training Audio Technician more than half time (more than 20 days in any period of 60 consecutive days), a permanent Fleet Technical Specialist, Program Support Specialist, Emergency Procedures Specialist, Flight Training Program Specialist or Flight Training Senior Media Producer vacancy will be bulletined and awarded.

**ARTICLE VIII
LEAVE OF ABSENCE**

- A.** When the requirements of service permit, an employee will, upon proper application to the Company, be granted a leave of absence for any reason deemed adequate by the Company for a period not in excess of ninety (90) days and the local designated representative of the Union will be notified of all such leaves granted. Such leave of absence may be extended for additional periods not to exceed ninety (90) days. Requests for such leave of absence or extensions thereof and approvals by the Company shall be in writing. An employee granted a leave of absence shall retain and continue to accrue seniority during the first ninety (90) days of any such leave of absence. For leaves of absence in excess of ninety (90) days, the employee shall retain but no longer accrue seniority after ninety (90) days, except where the leave has been granted because of health, injury, pregnancy, service in the Peace Corps, or special assignment by the Company, or election to Federal, State, or Local Office, in which case seniority shall accrue during the entire period of the leave of absence. An employee applying for an educational leave of absence must specify the entire period of time they plan to remain on such leave in order to obtain the desired education and, if the leave is granted, they shall have no right to reemployment until the entire educational leave specified has elapsed. Such employees will not be required to apply for and receive extensions at ninety (90) day intervals during their leave as will other employees granted leave of absence.
- A. 2.** When the requirements of the service permit, an employee covered by this Agreement, upon proper application to the Company in writing, may be granted, on a one (1) time basis, a unique leave of absence not to exceed two (2) years. An employee granted such unique leave shall retain and continue to accrue seniority during the first ninety (90) days of such leave of absence. At the expiration of the ninety (90) day period, the employee shall retain but no longer accrue seniority. An additional extension of the unique leave of absence may be authorized.

At the end of, or anytime prior to, the scheduled end of such unique leave of absence, when the employee opts to return, the employee must return to their former position if a vacancy exists or the employee may return to a vacancy in the Fleet, Department, or Training Center for which qualified and holds seniority. If no vacancy exists at the time the employee is to return, the employee will be offered the first available vacancy for which the employee is qualified and holds seniority. If the employee is offered a vacancy and subsequently declines the offer, the employee shall be deemed to have resigned from the Company and their name shall be removed from all seniority lists.

- B.** In no case shall a leave of absence for sickness or injury exceed a total continuous period of three (3) years (except where an extension of the leave has been agreed upon after the Company has reviewed each such case with the Union) commencing

with the first day of unpaid absence occasioned by the sickness or injury. Employees shall, when placed on illness leave of absence, file their address with the Company and shall thereafter promptly advise the Company of any change in address. The System General Chairman will be notified by letter stating the employees' name, home address, work location, job title and the date placed on illness leave of absence.

- C.** While on illness leave of absence, the employees:
- 1.** shall retain and continue to accrue seniority.
 - 2.** may continue insurance coverage according to the provisions of the Company's insurance plan.
 - 3.** may be granted free or reduced rate transportation privileges upon request to their supervisor.
 - 4.** may be required to submit to physical examinations at Company request or to furnish medical reports of current physical condition. If employees are examined by a Company medical examiner or are directed to a specific medical examiner by the Company the cost of the examination will be borne by the Company. If employees are required to furnish a medical report of their current physical condition and elect to be examined by their own physician, they shall assume the cost of such examination.
 - 5.** shall not accrue or be entitled to any other employee benefits, such as vacation accrual, sick leave accrual, holiday pay, et cetera, except that an employee who is off work because of occupational illness or injury will continue to accrue vacation credit.
- D.** If on illness leave of absence the employee accepts employment elsewhere without prior approval by the Company and Union, they shall be deemed to have severed their relationship with the Company, and their name shall be stricken from the seniority list.
- E.** At least sixty (60) days prior to the end of the employee's illness leave of absence, the employee's condition shall be reviewed by the Company. Thirty (30) days before the end of the employee's illness leave of absence, the Company shall notify the employee, the System General Chairman, and the Local Committee of its decision to extend the employee's illness leave or to separate the employee. Separation by termination of the employee's illness leave of absence shall be automatic and the Company shall not be required to follow the procedures specified in the Disciplinary Action Article of the Agreement.

- 1.** If the Company grants an extension of the period of illness leave of absence, the extension will be confirmed by letter to the Union indicating the length of the extension and the reason(s) therefore.
 - 2.** Following notice to the Union and the employee that the employee will be separated, the employee may file a grievance protesting their separation and the Union may appeal the Company's decision directly to Step Three of the grievance procedure as provided in the Bargaining and Grievance Procedure Article of the Agreement.
 - 3.** The grievance must be filed within ten (10) days after the date of separation. If such appeal is not filed, the Company's action shall be final and binding.
 - 4.** Further appeal, if desired, shall be to the System Board of Adjustment provided for in this Agreement.
- F.** Employees accepting full-time employment with the Union as representatives of the employees covered by this Agreement shall be granted an indefinite leave of absence by the Company. An employee on leave of absence for this purpose shall retain and continue to accrue seniority but, with the exception of the employees selected by the Union as System General Chairman, Assistant General Chairman, and District Secretary-Treasurer, shall have no other employee benefits. The employees selected by the Union noted above shall have all employee benefits that can reasonably be continued in effect during their leaves of absence.
- G.** Military leaves of absence will be granted in accordance with the provisions of applicable law and regulations thereunder.
- H.** Employees covered by this Agreement are eligible under the Family and Medical Leave Act (FMLA) of 1993 consistent with Company Policy as it pertains to IAMAW-Represented employees effective February 5, 1994, as amended.

**ARTICLE IX
VACATIONS**

- A.** The calendar year will be used for computing vacation allowances and scheduling vacations. Vacations will be taken during the calendar year following that in which accrued.
- B.** Vacation Accrual - New employees will accrue six and two-thirds (6-2/3) hours vacation for each calendar month of active service during the remainder of the calendar year. The first vacation will be taken during the following calendar year. Thereafter, vacation accrual for each full year of active service will be based on the employee’s length of service as determined by the employee’s Company Seniority Date as follows:

<u>Length of Company Service</u>	<u>Vacation Weeks</u>	<u>Accrual Hours</u>
1 years	2	80
4 years	3	120
9 years	4	160
16 years	5	200
24 years	6	240
29 years	7	280

- C.** Subject to the Company service requirements, employees covered by this Agreement will select their vacation within the classification and specific fleet and/or department employed in accordance with Company Seniority.
- D.** Employees shall be permitted at their option to move their regular days off or their vacation period in the work week in which their vacation begins to allow their regular days off and vacation period to butt.
- E. 1.** The Local Management and Local Union shall meet at least thirty (30) days in advance of the vacation scheduling period to discuss the method of scheduling vacations, including Day-at-a-Time (DAT) vacation, for the coming year.
- 2.** Vacation lists shall be compiled for each vacation scheduling group beginning on November 15 preceding the vacation year and shall be posted on the Union bulletin board no later than the following January 15. Such dates may be modified by agreement between Local Management and Local Union.

**ARTICLE X
SICK LEAVE**

- A.** It is agreed that benefits offered under the Employee Welfare Benefit Plan for management employees on the date of signing this Agreement will apply to employees covered by this Agreement and will be subject to change during the term of this Agreement. The Company will advise the Union of the reason for any change affording the Union an opportunity to confer with the Company.

- B.** Employees who request payment for sick leave must do so in writing, on a form provided by the Company no later than the pay period following their return to service. The Company may require a doctor's certificate before paying such requests for sick leave in excess of three (3) days.

- C.** The employees covered by this Agreement and the Union recognize their obligation to be truthful and honest in preventing unnecessary absence or other abuse of either non-occupational or occupational illness or injury leave privileges. No employee shall be reprimanded for the legitimate use of sick and/or injury leave. An employee whose dependability record is unacceptable shall be so advised, furnished a copy of their record, and given a reasonable opportunity to maintain an acceptable level of dependability before any disciplinary action is taken.

**ARTICLE XI
TRANSPORTATION**

- A.** It is agreed that pass transportation regulations as established by Company policy for management employees on the date of signing this Agreement will apply to employees covered by this Agreement and will not be substantially changed or discontinued during the term of this Agreement without first advising the Union of the reason therefor and affording the Union an opportunity to confer with the Company. Any improvements in pleasure pass benefits provided to other domestic management employees will be offered to employees covered by this Agreement.

- B.** The System General Chairman and Assistant General Chairman of the Union will be furnished with a non-contingent pass over the Company's system during their term of office for use in connection with their work in administering the contract.

- C.** Union Officials engaged in meetings with Company Officials shall be given business positive space air transportation over the lines of the Company, to the extent permitted by law, to attend such meetings.

**ARTICLE XII
DISCIPLINARY ACTION**

- A.** Employees who are to be questioned by Company Representatives in the investigation of an incident which may result in disciplinary action, will be informed of their right to have a Union Representative present before such questioning begins. Such Union Representative will not interfere with the Company's questioning of an employee. However, at the conclusion of the Company's questioning the Union Representative will be free to ask questions or clarify facts. The above does not apply to inquiries of employees by Supervisors in the normal course of work.

- B.** Employees shall not be discharged without a prompt, fair and impartial investigative hearing at which they may be represented and assisted by Union Representatives. Employees will also be entitled to an investigative review hearing if they so request upon being advised of a disciplinary suspension. The hearing will be held before any suspension is served. Letters of Discipline, in the form of Non-Punitive Discipline Levels, may be given in place of traditional disciplinary suspensions. Such Letters of Discipline shall have the full force and effect of disciplinary suspensions, be progressive in nature, and will be considered as equivalent corrective discipline in reviewing the merits of any subsequent suspension or discharge. Prior to the actual hearing the Union and employee will be given copies of any previous disciplinary action letters which are to be considered and the Union will be advised in writing of the precise charges against the employee. The Union and employee will have at least forty-eight (48) hours advance notification of the hearing should they so desire. Nothing herein shall be construed as preventing the Company from holding an employee out of service pending such investigation.

- C.** Appeals of suspensions shall be made directly to Step Two of the Grievance Procedure. Appeals of discharge and appeals of employees laid off because of lack of qualifications shall be filed directly to Step Three of the Grievance Procedure. A hearing will be held within ten (10) days of perfecting such appeal. Oral and written evidence may be introduced at such hearings and witnesses may be required to testify under oath. All time limits for answers and appeals shall conform to the limitations imposed in the grievance procedure.

- D.** All disciplinary letters will be removed from the employee's file after a period of two (2) years (excluding periods while on layoff or Leave of Absence) from the date they were issued. Decisions relating to appeals of disciplinary action may not be used by the Company as part of the employee's past record when assessing subsequent discipline if more than two (2) such years have elapsed from the date of the disciplinary action taken.

- E.** An Investigative Review Hearing will be conducted prior to issuing a Report of Non-Punitive Discipline at Level 4 and Level 5. Any appeals of such discipline shall be made directly to Step three of the grievance procedure using the rules and time limits which apply to that Step.

- F.** If an employee has received a Report of Non-Punitive Discipline at Level 4, that discipline shall be reduced to Level 3 after a period of one year (excluding periods while on layoff or Leave of Absence) without issuance of a Notice of Investigative Review Hearing which results in further disciplinary action.
- G.** If, as a result of any hearing or appeals therefrom, it is found the suspension or discharge was not justified, the employees shall be reinstated without loss of seniority and made whole for any loss of pay they suffered by reason of their suspension or discharge, and their personnel records shall be corrected and cleared of such charge; or, if a suspension rather than discharge results, the employees shall have that time they have been held out of service credited against their period of suspension. In determining the amount of back wages due employees who are reinstated as a result of the procedures outlined in this Agreement, the maximum liability of the Company shall be limited to the amount of normal wages they would have earned in the service of the Company had they not been discharged or suspended.
- H.** Necessary hearings and investigations called by the Company shall, insofar as possible, be conducted during regular business hours and all stewards, Local Committee and witnesses necessary for a proper hearing or investigation will be compensated at straight-time rate for all time spent attending such hearing or investigation.
- I.** In those exceptional discipline cases where the Company holds an employee out of service, without a Letter of Charge, for more than thirty (30) days, the Director of Labor Relations will forward, by letter, to the President and General Chairman, an explanation of the Company's rationale for such action. If this explanation is unacceptable to the Union, the President and General Chairman may immediately submit the matter to the Arbitration step of the Grievance Procedure.

**ARTICLE XIII
BARGAINING AND GRIEVANCE PROCEDURE**

- A.** Should a grievance occur, both the Union and the Company shall make an earnest effort to ascertain the facts and seek a fair and equitable settlement through the following procedure. It is the intent of the parties to settle complaints and grievances at the lowest possible level in the procedure based upon the facts and common sense.

- B. Grievance Time Limits**

In order to document relevant facts, complaints must be lodged promptly after the cause giving rise to the incident. The Company shall have no monetary liability for any period beyond thirty (30) days prior to the filing of the complaint in writing. Any answers not appealed in writing within the specified time limits at any step of the procedure shall be considered closed on the basis of such answer, unless such time limits have been extended by mutual agreement. Grievances not answered within the specified time limits may be appealed to the next step of the procedure. Time limits for appeals, decisions, and System Board responses will be exclusive of Saturdays, Sundays, and Holidays.

- C. Step One**

- 1.** Employees having a complaint should first discuss the matter with their Supervisor, and they will attempt to settle the matter.
- 2.** If the issue is not satisfactorily resolved, employees may request the Steward to handle the matter with the Supervisor.
- 3.** If the matter is not resolved the Steward will reduce the facts to writing on a Form provided by the Company. The Supervisor shall then have three (3) days to write a response. Each party shall get a copy of the completed form. Such document will not prejudice either party at future steps of the Grievance Procedure.

- D. Step Two**

The Local Committee shall determine if a grievance exists. If so, a grievance must be filed within fifteen (15) days from the Supervisor's written response. Such grievance will be filed on a Standard Form and shall be considered by the management representative(s) and the Local Committee. The Local Committee may specify that a specific grievance shall be heard by the Department Head. A written answer shall be provided within five (5) days after discussions have concluded. The Union may appeal the grievance to the next step of the procedure within fifteen (15)

days from the date of the Company's written answer. Such appeal may contain any disputed facts or additional germane facts.

E. Step Three

If not settled, the grievance shall be reviewed by a representative(s) of the Labor Relations Staff and the appropriate Assistant General Chairman. The Company shall provide its written answer within fourteen (14) days from the meeting. If the Union decides to appeal the answer to the System Board, it will submit a written appeal perfecting all facts within forty (40) days from the Company's answer. Copies of the appeal shall be sent to the Corporate Director of Labor Relations Ground, and the System General Chairman.

F. Stenographic Report

When it is mutually agreed that a stenographic report is to be taken by a public stenographer of any investigation or hearing provided for in this Agreement, the cost will be borne equally by both parties to the dispute. When it is not mutually agreed that a stenographic report of the proceedings be taken by a public stenographer, the stenographic record of any such investigation or hearing may be taken by either of the parties to the dispute. A copy of such stenographic record will be furnished to the other party to the dispute upon request at pro rata cost. The cost of any additional copies requested by either party shall be borne by the party requesting them, whether the stenographic record is taken by mutual agreement or otherwise.

G. Management Grievance

The Company has the right to file a grievance against the Union. Such grievance will be proper when filed by the Corporate Director of Labor Relations to the System General Chairman who will provide a written answer within fourteen (14) days. If the answer is unsatisfactory the Company may appeal the grievance to the System Board within fourteen (14) days following receipt of the Union's answer.

H. Step Four - System Board

If the grievance remains unsettled after being processed through Step 3 above, the System General Chairman may request the case be heard by the System Board in compliance with Section 204, Title II of the Railway Labor Act as amended.

- 1.** The System Board of Adjustment shall consist of three members, the CHAIRMAN, who will be a neutral member selected in a manner agreeable to the Company and Union, the COMPANY MEMBER, who will be appointed by the Company, and the UNION MEMBER, who will be appointed by the Union. In matters relating to contract interpretation, all members of the Board will hear and decide the case by majority vote. In disciplinary cases, only the Chairman will sit on the Board and shall decide the case.

- 2.** The Board shall meet in the city where the General Offices of United Airlines, Inc. are maintained (unless a different place of meeting is agreed upon by the parties).

- 3.** The Board shall have the power to make sole, final, and binding decisions on the Company, the Union, and the employee(s) insofar as a grievance relates to the meaning and application of this Agreement. The Board shall have no power to modify, add to, or otherwise change the terms of this Agreement, establish or change wages, rules, or working conditions covered by this Agreement.

- 4.** All appeals properly referred to the Board shall include:
 - a.** The question or questions at issue.

 - b.** A statement of the specific Agreement provisions which are claimed to have been violated.

 - c.** All facts relating to the dispute which it intends to cite in support of its position.

 - d.** The full position of the appealing party.

A copy of the Submission shall be served on the other party.

- 5.** Except in cases involving appeals of disciplinary action, letters in the file, suspension, or discharge, in which the only written procedural step will be the Union's Submission to the Board, the other party to the dispute shall, within forty (40) days after receipt of the appealing party's Submission, file a Statement of Position with the other party which shall include:
 - a.** The question or questions at issue.

 - b.** All facts relating to the dispute which it intends to cite in support of its position.

 - c.** The full position on which it will rely.

Within fifteen (15) days after the date the Statement of Position is filed with the other party, the parties shall advise the Board the facts, if any, on which they desire to present evidence during the hearing. Each party shall have the opportunity at the hearing to present evidence on the facts on which the other party presents evidence. The Chairman may also advise the parties the facts on which he desires to have evidence.

- 6.** If the parties agree, the following procedure will be used in place of that specified in Paragraph 5 above.

In advance of the Board hearing, the Company and Union will confer for the purpose of preparing a joint Submission to the Board. The Submission shall include:

- a.** The issue or issues to be decided.
- b.** The facts on which the parties agree.
- c.** The disputed facts.
- d.** The primary position of each party.

The Submission shall be signed by each representative and presented to the System Board Member(s).

- 7.** Witnesses who are employees of the Company shall receive free non-revenue positive space (NRPS) transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.
- 8.** Witnesses testifying at the hearing may be required to do so under oath if requested by either party.
- 9.** Evidence presented at the hearing may include sworn depositions, written evidence, or oral testimony.
- 10.** A stenographic record may be requested by either party. If such record is requested the cost will be borne equally by the parties.
- 11.** Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses they call or summon. The expenses of the Chairman will be borne equally between the Company and the Union.
- 12.** The Chairman shall render a written decision within thirty (30) days of the close of the hearing unless extended by mutual agreement.
- 13.** The Chairman's copy of all transcripts and/or all records of cases will be filed in a place to be provided by the Company, and will be accessible to the parties.

**ARTICLE XIV
GENERAL**

- A.** The right to hire; promote; discharge or discipline for cause, and to maintain discipline and efficiency of employees is the sole responsibility of the Company except that employees will not be discriminated against because of Union membership or activities. In addition, the equipment to be used and the location of facilities and offices are the sole and exclusive function and responsibility of the Company.

- B.** It is the intent of the parties to this Agreement that the procedures herein shall serve as a means of peaceable settlement for all disputes that may arise between them. During the life of this Agreement, the Company will not cause nor permit a lockout of any employee; neither will the Union nor the employees covered hereunder engage in a strike, sit-down, walkout or stoppage, slowdown, or curtailment of work for any reason. However, employees are not prohibited from refusing accommodation at a struck hotel or other struck facility, or refusing passage on carriers whose employees are engaged in a lawful strike as long as alternatives are reasonably available. Employees who change hotel accommodations or other facilities under this paragraph will notify and confer with the appropriate Company official prior to making the change.

- C.** Employees covered by this Agreement shall be entitled to time off without loss of pay up to a maximum of three (3) days in event of death in the immediate family of an employee or an employee's spouse. "Immediate family" includes husband, wife, children, parents, brothers, sisters, daughters-in-law, sons-in-law, grandparents, grandchildren and any other relative living with the employee at time of death. When a relative other than one in the employee's immediate family dies, the supervisor may grant one-half day off without loss of pay and may approve up to one-full day off in unusual cases where the additional time is warranted.

- D.** Employees who are called for jury service will be granted the necessary time off to fulfill their civic responsibility in accordance with Company Policy.

- E.** The Company will provide each employee covered hereunder with a copy of the Agreement printed in a Union shop.

- F.** The Union will be permitted to participate in new-hire employee orientation or initial training sessions which include Union-represented employees.

- G.** The Company shall provide a bulletin board (s) for use by the Union for posting official notices of Union business related to employees covered by this Agreement.

- H.** Employees entering the service of the Company may be required to take a physical examination specified by the Company. The cost of such examination will be paid

by the Company. Thereafter the Company may request employees to submit to further physical examinations during the course of their employment or recall to service after a lay-off due to reduction in force. If it becomes necessary to hold employees out of service due to their physical condition, the Union will, on the employee's request, be fully informed of the circumstances and every effort will be made to return the employee to service at the earliest possible date. The cost of such further examination shall be paid by the Company.

- I. In the event the Company's physician considers that an employee does not meet the physical requirements of the job as determined by the Company, or in the event the Company's physician considers that the employee meets the physical requirements of the job as determined by the Company, and in either event the employee's physician has made a contrary determination, these two physicians shall select a third impartial qualified physician to examine the employee and the decision of the majority as to the employee's medical fitness to perform the regular duties of their classification shall be binding upon the Company and the employee. The expense associated with the employee's physician shall be borne by the employee; the expense of the Company's physician shall be borne by the Company; and the expense of the impartial physician shall be borne one-half (1/2) by the employee and one-half (1/2) by the Company. This third physician procedure shall not apply to assignments involving restricted duty, whether temporary or permanent.
- J. No employee covered by this Agreement shall engage in solicitation of membership for any Union, collection of dues or other Union activities not provided for in this Agreement during their working hours.
- K. In the event free parking facilities are not available for employees at their work location, the Company will assume the monthly parking charge as assessed by the appropriate authority for parking in an area designated for employees. This provision does not apply to original or replacement charges to employees for parking decals, stickers, gate keys or similar items. Employees may park their car at either their assigned work area or some other designated Company location, if applicable security procedures are compatible and if parking space is readily available, and bears no additional cost to the Company.
- L. Service records shall be maintained for all employees by the Company. When employees covered by this Agreement leave the Company for any reason, they will, upon request, be furnished with a copy of their service record.
- M. The opportunity to complete training and type-rating certification on assigned aircraft fleet type will be offered to Fleet Technical Instructors, Program Support Coordinators, Emergency Procedures Instructors, Fleet Technical Specialists, Program Support Specialists, Emergency Procedures Specialists and Flight Training Program Specialists who meet FAA certification and experience prerequisites. Training will not include flight training in Company aircraft. Training will be

offered as availability of the Company's facilities allow. The opportunity to complete training and FAA certification as a Flight Engineer will be offered on the same basis as described above.

- N.** Fleet Technical Instructors and Fleet Technical Specialists will be assigned to a Fleet or Department and will do the work specific to that Fleet or Department. Such work as may be common to several Fleets or Departments may be given to Fleet Technical Instructors or Fleet Technical Specialists assigned to any Fleet or Department with prior consultation with the union. The involved Fleets or Departments, with the consultation of the union, will assure that the work is common and the involved employees have received appropriate training and possess the appropriate competence to do the work.
- O.** The Company will provide new hires paid moving expenses in accordance with the Management Relocation Policy, Plan 2.
- P.** With the exception of FAA, the training of crew members from other airlines will not be combined with United crew members in the same classroom or training event.

**ARTICLE XV
TRAVEL AND TRAINING**

- A.** Fleet Technical Specialists, Program Support Specialists, Emergency Procedure Specialists, Fleet Technical Instructors, Program Support Coordinators, Emergency Procedure Instructors, and Flight Training Program Specialists will maintain familiarity with line operations by being scheduled for twelve (12) days of Observer Member Crew (OMC) or training events annually. Additional days may be authorized. The relevant provisions of the Flight Operations Manual will govern the conduct of Observer Member Crew (OMC). The Union will be consulted prior to any change to the boarding priority of OMC which affects employees covered by this Agreement.

- B.** When employees are away from their home location in connection with their duties, and transportation, laundry, meals, and lodging are not provided by the Company, actual necessary expenses will be allowed. Where overnight lodging is approved by the Company, single room accommodations will be provided where available.

 - 2.** When an employee covered by this Agreement is required to travel as an OMC with a Flight Crew they will be accommodated at the same overnight lodging as the Flight Crew, provided space is available.

- C.** With the exception of OMC, when an employee covered by this Agreement is requested by the Company to travel within the United States in conjunction with their work assignment, the time from scheduled departure to actual arrival time will be considered a part of the normal work day defined by the Hours of Service Article of the Agreement.

- D.** Employees will upon request be provided a five hundred dollar (\$500) per week travel advance. Travel advances must be resolved prior to any further advances being issued.

**ARTICLE XVI
INSURANCE BENEFITS**

- A.** It is agreed that benefits offered under the Employee Welfare Benefit Plan for management employees on the date of signing this Agreement will apply to employees covered by this Agreement, and will be subject to change during the term of this Agreement. The Company will advise the Union of the reason for any change affording the Union an opportunity to confer with the Company.

ARTICLE XVII
UNION REPRESENTATION

- A.** In order to provide for orderly and peaceful labor relations, the Company shall recognize the following Union Representatives to participate in settling disputes within the framework of the Grievance Procedure:

- 1.** Stewards - A maximum of one (1) employee for each fleet.

One (1) Shop Steward from among the Program Support Coordinator or Program Support Specialist classification. This Shop Steward will be given a reasonable amount of time per week to investigate grievances.

One (1) Committee person/Shop Steward from among the Emergency Procedures Instructor and Emergency Procedures Specialist classification. This Committee person/Shop Steward will be given a reasonable amount of time per week to investigate grievances.

One (1) Shop Steward from among the Flight Training Program Specialist classification. This Shop Steward will be given a reasonable amount of time per week to investigate grievances.

One (1) Shop Steward from among the Flight Simulator Draftsman classification. This Shop Steward will be given a reasonable amount of time per week to investigate grievances.

One (1) Shop Steward from among the Flight Training Audio Technician, Flight Training Media Producer, Flight Training Senior Media Producer, Flight Training Electronic Media Designer, or Flight Training Graphic Designer classification. This Shop Steward will be given a reasonable amount of time per week to investigate grievances.

- 2.** Committee - One (1) member elected by the local membership, to be allowed a maximum of five (5) hours per week to investigate or present grievances.
- 3.** System General Chairman, Assistant General Chairmen, and Executive Committee - As elected and agreed who will represent the Union with general officials of the Company. The System General Chairman of the Union shall be permitted, at any time, to enter facilities of the Company for the purpose of investigating grievances and disputes arising under this Agreement after contacting the Company officer in charge and advising of the purpose of the visit.

- B.** The Company will designate a representative(s) at each location where persons covered by this Agreement are employed who is empowered to settle all local grievances not involving change in Company policy, or interpretations, or changes in the intent and purpose of this Agreement.
- C.** Any employee in a classification covered by this Agreement on the effective date of this Article shall become a member of the Union within sixty (60) days after the effective date of this Article and shall be required as a condition of continued employment by the Company to maintain their membership in the Union so long as this Article remains in effect, to the extent of paying an initiation (or reinstatement) fee and monthly membership dues no greater than as hereinafter set forth. Such employee may have their initiation (or reinstatement) fee and/or monthly membership dues deducted from their earnings as provided in Paragraph N of this Article or they must pay their initiation (or reinstatement) fee and/or membership dues directly to the Financial Secretary of the local lodge.
- 2.** The Emergency Procedures Instructors and Emergency Procedures Specialists will become a member of the Union within sixty (60) days after ratification.
 - 3.** The Flight Training Program Specialist will become a member of the Union within (60) days after the accretion is complete.
 - 4.** The Flight Simulator Draftsman will become a member of the Union within sixty (60) days after ratification.
 - 5.** Flight Training Audio Technicians, Flight Training Media Producers, Flight Training Senior Media Producer, Flight Training Electronic Media Designers, and Flight Training Graphic Designers will become a member of the Union within sixty (60) days after ratification.
- D.** Any new employee covered by this Agreement who is hired on or after the effective date of this Article shall become a member of the Union within ninety (90) days after employment in a classification covered by this Agreement and shall be required as a condition of continued employment by the Company to maintain membership in the Union so long as this Agreement remains in effect, to the extent of paying an initiation (or reinstatement) fee and monthly membership dues as hereinafter set forth.
- E.** Employees maintaining, or maintaining and accruing, seniority under this Agreement (except as provided in Paragraph H of this Article) but not employed in a classification covered by this Agreement shall not be required to maintain Union membership during such employment but may do so at their option. Should such employees return to a classification covered by this Agreement, they shall be required to become members of the Union within fifteen (15) days after the date of

return to such classification, and shall, as a condition of employment in classifications covered by this Agreement, become members of the Union and maintain membership in the Union so long as this Article remains in effect, to the extent of paying an initiation (or reinstatement) fee and/or monthly membership dues.

- F.** The provisions of this Article shall not apply to any employee covered by this Agreement to whom membership in the Union is not available by payment of initiation (or reinstatement) fee, if applicable, and monthly dues, upon the same terms and conditions as are generally applicable to any other employee of the classification at the point on the Company's system or in the local lodge on the Company's system to which assigned by the Union, or to any employee to whom membership in the Union is denied or terminated for any reason other than the failure of the employee to pay initiation (or reinstatement) fee, if applicable, and monthly dues. Nothing in this Article shall require the payment of any initiation (or reinstatement) fee by an employee if an authorized or permissible transfer according to the By-Laws or Constitution of the Union is involved.
- G.** Any employee covered by this Agreement who has resigned from the Company and is re-employed shall be governed by Paragraph C of this Article.
- 1.** Employees laid off and recalled from lay off shall be governed by Paragraph E of this Article.
 - 2.** The seniority status and rights of employees granted leaves of absence to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Article, but such employees shall upon resumption of employment in classifications covered by this Agreement be governed by the provisions of Paragraph C of this Article.
- H.** The payment of membership dues shall not be required as a condition of employment during leave of absence without pay or during periods of promotion to a classification not covered by this Agreement. Employees who retain and accrue seniority up to one (1) year in other than a "promoted" position will be required to be a member of the Union and pay monthly dues as a condition of maintaining and accruing seniority under this Agreement.
- I.** Notwithstanding the provisions of Paragraph B of Article XII of this Agreement, when an employee does not become a member of the Union by payment of an initiation (or reinstatement) fee as provided in this Article or who is a member of the Union and becomes delinquent in the payment of monthly dues as provided in this Paragraph the following procedure shall apply:
- 1.** Employee Who Does Not Become a Member of the Union:

- a.** If a new employee has not become a member of the Union upon completion of seventy-five (75) days of service with the Company, the System General Chairman of the Union shall notify such employee in writing, certified mail, return receipt requested, copy to the employee's system Department Head, that such employee must become a member of the Union within the time limits specified in Paragraph D of this Article or be subject to discharge as an employee of the Company. If upon expiration of the period of time specified in Paragraph D of this Article such new employee has not become a member of the Union, the System General Chairman of the Union shall certify in writing to the employee's system Department Head, copy to the employee, that the employee has failed to become a member of the Union as provided in this Article and is, therefore, to be discharged. The employee's system Department Head or designee shall then promptly notify the employee involved that the employee is to be discharged from the services of the Company, and shall promptly take proper steps to so discharge the employee.
 - b.** If an employee other than a new employee who is required to become a member of the Union as provided in this Article does not become a member of the Union within the time limits specified in this Article for employees in this category covered by this Agreement, the System General Chairman of the Union shall notify the Company, copy to the employee, that such employee has failed to become a member of the Union as required by this Article and is, therefore, to be discharged. Such employee's system Department Head or designee shall then promptly notify the employee involved that the employee is to be discharged from the services of the Company and shall promptly take proper steps to discharge said employee.
- 2.** Employee Delinquent in Payment of Monthly Membership Dues:

 - a.** If an employee covered by this Agreement becomes delinquent by more than two (2) calendar months in the payment of monthly dues, the System General Chairman of the Union shall notify the employee in writing, certified mail, return receipt requested, copy to the employee's system Department Head, that said employee is delinquent in the payment of monthly membership dues as specified herein and accordingly will be subject to discharge as an employee of the Company. Such letter shall also notify the employee that they must remit the required payment to the Financial Secretary of the local lodge by the twenty-second (22) day of the month in which notice from the System General Chairman is received or be subject to discharge. If such employee still remains delinquent in the payment of dues on the twenty-second (22) day of the month in which notice from the System General Chairman was received, the System General Chairman of the Union shall certify in writing to the employee's system Department Head, copy to the employee, that the

employee has failed to remit payment of dues within the grace period allowed herein and is, therefore, to be discharged. The employee's system Department Head or designee shall then promptly notify the employee involved that they are to be discharged from the services of the Company and shall promptly take proper steps to so discharge the employee.

- 3.** An employee discharged by the Company under the provisions of this Paragraph shall be deemed to have been discharged for cause within the meaning of the terms of this Agreement.

- J.** Any discharge under the terms of this Article shall be based solely upon the failure of the employee to pay or tender initiation (or reinstatement) fee and/or membership dues upon the same terms and conditions as are generally applicable to any other member of the Union in the classification of employment at the point on the Company's system or local lodge on the Company's system to which assigned by the Union within the time limits specified herein and not because of denial or termination of membership in the Union for any other reason.

- K.** Notwithstanding the provisions of Article XIII of this Agreement, a grievance by an employee who is to be discharged as the result of an interpretation or application of the provisions of this Article, shall be subject to the following procedure:
 - 1.** Employees who believe that the provisions of this Article pertaining to them have not been properly interpreted or applied and who desire a review must submit the request for review in writing within five (5) days from the date of the notification by the system Department Head or designee as provided in Paragraph I, subparagraph 2, of this Article. The request will be submitted to the Director of Labor Relations with a copy to the System General Chairman of the Union. The System General Chairman of the Union or designee may be present at the review of the grievance to represent the Union interest in the case. The Director of Labor Relations or designee will review the grievance and render a decision in writing with a copy to the System General Chairman of the Union not later than ten (10) days following the receipt of the grievance.
 - 2.** The Director of Labor Relations or designee will forward the decision to the employee with a copy to the System General Chairman. If the decision is not satisfactory to either the employee or the Union, then either may appeal the grievance directly to the System Board of Adjustment, established under Article XIII of this Agreement within fifteen (15) days from the date of the decision. The terms and provisions of such Article shall be applicable, except as otherwise specified herein.
 - 3.** During the period a grievance is filed under the provisions of this paragraph and until after decision by the Director of Labor Relations or designee or after

final decision by the System Board of Adjustment, if appeal is made to that Board, the employee shall not be discharged from the Company because of non-compliance with the terms and provisions of this Article.

- 4.** Saturdays, Sundays and holidays shall be excluded only from the time limits specified in this Paragraph K.
- L.** No employee or employees covered by this Agreement or an employee whose employment is terminated pursuant to the provisions of this Article or the Union shall have any claim for loss of time, wages or any other damages against the Company because of agreeing to this Article of this Agreement or because of any alleged violation, misapplication, compliance or non-compliance with any of the provisions of this Article. If notwithstanding the provisions of the first sentence of this paragraph a Board, Court or other competent authority shall in a particular instance or case enter an award, decision or judgment monetary or otherwise against the Company because of agreeing to this Article of this Agreement or because of alleged violation, misapplication, compliance or non-compliance with any provision of this Article such award, decision or judgment shall be borne equally between the Company and the Union.
 - M.** During the life of this Agreement, the Union agrees the maximum initiation (or reinstatement) fee shall not exceed two hundred and fifty dollars (\$250.00).

Initiation (or Reinstatement) Fee and Dues Check Off

- N.** During the life of this Agreement the Company agrees to deduct from the pay of each member of the Union and remit to the Union "standard" initiation (or reinstatement) fee and monthly membership dues uniformly levied in accordance with the constitution and by-laws of the Union as prescribed by the Railway Labor Act, as amended, provided such member of the Union voluntarily executes the agreed upon form(s) which are hereinafter included in this Agreement, to be known as "check-off forms," which shall be prepared and furnished by the Union.

**ASSIGNMENT AND AUTHORIZATION
FOR CHECK OFF OF UNION DUES**

TO: United Airlines, Inc.

I _____, hereby assign to the
(Name) (Print initial and last name)

International Association of Machinists, my Union dues from wages earned or to be earned by me as your employee and authorize and direct you to deduct the flat sum of \$_____ each month, which are the standard monthly membership dues, (or such standard monthly membership dues as may hereinafter be established by the local Union as dues for employees in my present or future classification under the Agreement upon notification to the Company by the System General Chairman of the Union), from one paycheck per month and to remit same to the Union.

This assignment and authorization may be revoked by me in writing after the expiration of one (1) year from the date hereof, or upon the termination date of the applicable labor agreement in effect at the time this is signed, whichever occurs sooner.

This authorization and direction is made subject to the provisions of the Railway Labor Act, as amended, and in accordance with existing Agreement between the Union and the Company.

State Number _____
(Do not fill in - for Payroll Use)

Organization Code _____
(See UG 100 or Paycheck Stub)

Employee's File Number _____
(See UG 100 or Paycheck Stub)

Payroll Code Number _____
(Do not fill in - for Payroll Use)

Classification _____

Station Location _____

Local Union Number _____

Date _____

Signature of Employee _____

**ASSIGNMENT AND AUTHORIZATION
FOR CHECK OFF OF INITIATION/REINSTATEMENT FEE**

TO: United Airlines, Inc.

I _____, hereby assign to the
(Name) (Please print initial and last name)

International Association of Machinists my initiation (or reinstatement) fee from my wages earned or to be earned by me as your employee and authorize and direct you to deduct from two paychecks and remit to the Union the total sum of \$ _____ which is the standard initiation (or reinstatement) fee for my local lodge.

This authorization and direction is made subject to the provisions of the Railway Labor Act, as amended, and in accordance with existing Agreement between the Union and the Company.

State Number _____
(Do not fill in - for Payroll Use)

Organization Code _____
(See UG 100 or Paycheck Stub)

Employee's File Number _____
(See UG 100 or Paycheck Stub)

Payroll Code Number _____
(Do not fill in - for Payroll Use)

Classification _____

Station Location _____

Local Union Number _____

Date _____

Signature of Employee _____

- O.** When a member of the Union properly executes such check off form the System General Chairman of the Union shall forward the original signed copy to the appropriate Payroll Manager, or other designated Accounting official of the Company. A check off form must be completed in a legible manner acceptable to the Company or it will be returned to the System General Chairman of the Union for correction. Any notice of revocation as provided for in this Article or the Railway Labor Act as amended, must be in writing, signed by the employee and two copies delivered by certified mail, addressed to the System General Chairman of the Union for correction. Any notice of revocation as provided for in this Article or the Railway Labor Act, as amended, must be in writing, signed by the employee and two copies delivered by certified mail, addressed to the System General Chairman of the Union. Dues deductions will be continued until one (1) copy of such notice of revocation is received by the appropriate Payroll Manager from the System General Chairman of the Union. Check off forms and notices received by the appropriate Payroll Manager will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.
- P.** When a check off form, as specified herein, for the initiation (or reinstatement) fee is received by the appropriate Payroll Manager, one-half of the total amount due will be deducted from each of two regular paychecks due the employee. When a check off form as specified herein for membership dues is received by the appropriate Payroll Manager, twelve (12) days or more before the issuing date of the first bi-weekly paycheck of the month or the corresponding weekly paycheck at locations where weekly checks are issued, deductions will commence with such paycheck and continue thereafter until revoked or canceled as provided in this Article. The Company will remit to the Union a check in payment of all initiation (or reinstatement) fees and dues collected as soon after the payday on which deductions were made, as practicable. The Company remittance of Union initiation (or reinstatement) fees and membership dues to the office of the System General Chairman of the Union will be accompanied by two (2) copies of a list which includes (1) names, (2) employee file numbers, (3) state codes, and (4) individual amounts deducted.
- Q.** An employee who has executed a check off form and who has been (1) promoted to a job not covered by the Agreement, (2) who resigns from the Company, (3) who is laid off and accepts employment in classifications not covered by any IAM Agreement, or (4) is otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked assignment as of the date of such action; and if the employee (1) transfers back or returns to a job covered by the Agreement, (2) is rehired, (3) is recalled or (4) re-employed, further deductions of Union dues will be made only upon execution and receipt of another check off form. An employee who has executed a check off form who enters layoff status directly from a position covered by an IAM Agreement shall have the dues deductions automatically reinstated upon direct recall to an IAM Agreement classification.

- R.** Collection of any back dues owed at the time of starting deductions for any employee, collection of dues missed because the employee was delinquent in dues at the time of going on leave of absence or because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period, and collection of initiation (or reinstatement) fee or dues missed because of accidental errors in the accounting procedure, will be the responsibility of the Union and will not be the subject of payroll deductions. It will be the Union's responsibility to verify apparent errors with the individual Union member before contacting the Company's Payroll Manager.
- S.** Deductions of initiation (or reinstatement) fees shall be in accordance with Paragraph P of this Article and deductions of membership dues shall be made in a flat sum from one (1) paycheck each month provided there is a balance in the paycheck sufficient to cover such amounts after all other deductions authorized by the employee or required by law have been justified. In the event of termination of employment, there shall be no obligation of the Company to collect initiation (or reinstatement) fee or dues until all such other deductions (including money claims of the Company and the Credit Union) have been made, and such obligation to collect dues shall not extend beyond the pay period to which the employee's last day of work occurs.

**ARTICLE XVIII
SAVING CLAUSE**

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. In the event of any invalidation, either party may, upon thirty (30) days notice, request negotiation for modification or amendment of this Agreement.

**ARTICLE XIX
COMPENSATION**

- A.** The minimum rates set forth on Schedule A attached hereto and made a part of this Agreement shall prevail on and after the effective date of this Agreement.
- B.** No employee shall suffer any reduction in pay rate as a result of this Agreement, and nothing in this Agreement shall be construed to prevent increases in individual rates or classifications over and above the minimum specified.
- C.** Increases provided for in this Agreement will be effective on the nearest date commencing a regular pay period.
- D.** Monthly rates of pay for employees entering these classifications after November 28, 2000 shall be at the minimum appearing in Schedule A, except that:
 - 1.** If the base pay rate of a Company employee who transfers into the Fleet Technical Instructor, Program Support Coordinator, Emergency Procedures Instructor, Flight Training Program Specialist, Flight Simulator Draftsman, Flight Training Audio Technician, Flight Training Media Producer, Flight Training Electronic Media Designer or Flight Training Graphic Designer classification is higher than the minimum rate, the employee's monthly rate of pay as a Fleet Technical Instructor, Program Support Coordinator, Emergency Procedures Instructor, Flight Training Program Specialist, Flight Simulator Draftsman, Flight Training Audio Technician, Flight Training Media Producer, Flight Training Electronic Media Designer or Flight Training Graphic Designer will be equal to the employee's monthly rate in the former classification, but not greater than the Fleet Technical Instructor, Program Support Coordinator, Emergency Procedures Instructor, Flight Training Program Specialist, Flight Simulator Draftsman, Flight Training Audio Technician, Flight Training Media Producer, Flight Training Electronic Media Designer or Flight Training Graphic Designer maximum rate.
 - 2.** The rate of pay of employees who transfer temporarily to a higher classification within the Agreement, will be paid at the same step in the higher classification as they were on in their current classification.
- E.** Except as may otherwise be prohibited by state law, compensatory time opportunities shall be offered as equally as possible among those available qualified Fleet Technical Instructors, Program Support Coordinators, Emergency Procedures Instructors, Fleet Technical Specialists, Program Support Specialists, Emergency Procedures Specialists, Flight Training Program Specialists, Flight Simulator Draftsmen, Flight Training Audio Technicians, Flight Training Media Producers, Flight Training Senior Media Producers, Flight Training Electronic Media

Designers or Flight Training Graphic Designers with consideration for instructor continuity requirements.

1. Employees who work on their assigned regular day off (RDO) will receive a minimum of four (4) hours compensatory time.
2. Employees who have accumulated compensatory time balances may at their option receive payment at the rate of 8/170 times their monthly salary, or with the mutual concurrence of supervisor/scheduling, take the day(s) off.

F. Severance Pay

1. a. An employee covered by this Agreement who has completed one (1) year of compensated service with the Company, laid off through no fault or action of their own, shall receive severance pay as provided in Paragraph 2 of this Article, subject to the limitations and conditions set forth herein, but they shall receive no severance pay if any one or more of the following conditions exist:
 - (1) The employee exercises their seniority in order to remain in the employ of the Company.
 - (2) The employee accepts any other employment with the Company or refuses to accept a job in their own or comparable work classification under this Agreement at their location.
 - (3) The employee fails to exercise their seniority in any classification which would enable them to remain in the employ of the Company, except that refusal to exercise their seniority at another location shall not prevent them from receiving severance pay.
 - (4) The layoff is caused by an Act of God, a war emergency, revocation of the Company's operating certificate or certificates, or grounding of a substantial number of Company aircraft.
 - (5) The layoff is caused by a strike or picketing of the Company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.
 - (6) The employee is dismissed for cause, resigns or retires.
 - (7) There is a temporary cessation of work because of circumstances beyond the Company's control.

- b.** An employee unable to retain employment as a result of a merger shall be entitled to severance pay as provided in this Article less any severance, dismissal, or other allowances for loss of employment to which they may be entitled under applicable labor protective conditions.
 - 2.** It is agreed that severance pay offered management employees on the date of signing this Agreement will apply to employees covered by this Agreement.
 - 3.** An employee shall begin receiving their severance pay at the time of layoff and such severance pay shall be the equivalent of normal straight time earnings, at regular pay periods and continue until all such pay credit is used. Severance pay shall not be due after the recall of any such employee by the Company or if they accept other employment with the Company.
 - 4.** An employee returning to the service of the Company from layoff shall be credited:
 - a.** With any unused severance allowance, or
 - b.** If it results in a greater amount, the employee, upon completion of one (1) year of compensated service after recall, will be credited with up to five (5) weeks of severance allowance computed as provided in Paragraph 2 based upon their total service prior to recall. Any leaves of absence without pay voluntarily accepted by the employee at the Company's request shall be considered as compensated service credit for purposes of this paragraph. This credit shall not include periods of leave granted solely at the request and convenience of the employee, leaves for EIS, or any other unpaid absences.
- (1)** In addition, such employee will accrue severance allowance credit as computed in Paragraph 2 based upon their straight time compensated service with the Company after their return to the Company's service from the last layoff in which severance pay was received. If the employee has never received severance pay under these Agreements, then severance pay will be based on total compensated service as provided in Paragraph 2.
- (2)** If the employee is again laid off under conditions entitling them to severance allowance they shall be entitled to the allowance credited to them under Subparagraphs 1 and 2 above up to but not exceeding the severance allowance specified in Paragraph 2 based upon their total straight time compensated service with the Company.

5. A period of layoff shall not be deemed to be broken by the duration of periods of temporary employment. Except as provided herein, severance pay shall not be paid twice for the same periods of compensated service.

G. Success Sharing

1. Performance Incentive Program

All employees covered by this Agreement will participate in an annual incentive program that aligns the interests of management and other employees.

- a. Prior to each calendar year beginning with 2004, the Compensation Committee of the Board of Directors ("BOD") will establish a performance incentive formula (the "Annual Incentive Formula") that will provide a "Threshold" or minimum incentive payment, a "Target" or average incentive payment and a "Maximum" incentive payment for senior management, other management, pilots and other employees.
- b. The Annual Incentive Formula will be based on the following performance measures as reasonably weighted by the Compensation Committee. Each business unit (e.g., United Airlines, ULS) may have its own incentive plan measures. For example: financial performance (e.g., EBITDAR margin, pre-tax margin), operational performance (e.g., on-time performance), customer satisfaction (e.g., intent to repurchase), employee engagement, safety performance (e.g., lost time injuries) and reasonably comparable measures as adopted by the Committee.
- c. A significant cash portion of the target cash compensation of management employees is payable through the Annual Performance Incentive Program. It is understood that the Compensation Committee of the BOD will, from time to time, review and adjust the target compensation levels, cash compensation levels and the portion of cash compensation at risk, provided that such compensation at risk remains a significant portion of the target cash compensation of management employees.
- d. Employees covered by this Agreement will receive the following cash incentive payments based on United's actual performance under the annual incentive program (with linear interpolation between the performance points):

Threshold Performance: 0.5% of Wages

Target Performance: 1.0% of Wages

Maximum Performance: 2.0% of Wages

- e.** Qualifying income shall include base pay, overtime, holiday pay, longevity, sick pay, vacation pay, shift differential, and premiums but shall exclude expense reimbursement, incentive or profit sharing payments, pension payments, imputed income or other similar awards or allowances.
- f.** Incentive payments will be made to Union employees on the same date as incentive payments are made to management employees.
- g.** Incentive payments will be pensionable under the final average earnings pension plans applicable to IAM 141M members.
- h.** The incentive plan will cover each calendar year beginning in 2004.
- i.** Incentive payments will be paid to the employee, subject to applicable 401(k) deferral election, withholding and taxes.
- j.** The Company will provide any information requested by the Union to audit calculation of UAL's performance under the incentive plan and under the profit sharing program below. The parties agree that expedited arbitration shall be available for any disputes over incentive payment and profit sharing calculations.

2. Profit Sharing Program

All employees covered by this Agreement will participate in a pre-tax profit sharing program with respect to calendar years beginning in 2005.

- a.** Pre-tax Profit is consolidated UAL pre-tax earnings as calculated under U.S. generally accepted accounting principles and reported in regulatory filings but excluding (i) unusual, special or extraordinary charges or (ii) charges with respect to grant or exercise of employee equity or options or (iii) charges with respect to payments under this profit sharing program.
- b.** The Annual Profit Sharing Pool is 15% of the excess of (i) annual Pretax Profit over (ii) the Annual Plan Threshold, but in no event more than the Pool Cap.

- c. The Annual Plan Threshold is the product of (i) net UAL revenues and (ii) the following percentages (which represent net pretax profit margins):
- | | |
|------|-----|
| 2005 | 8% |
| 2006 | 10% |
| 2007 | 10% |
| 2008 | 10% |
| 2009 | 10% |
- d. The Pool Cap is 8% of Wages of all participating employees.
- e. The Union's share (IAM 141M) of the annual Profit Sharing Pool is 13.85% of the Pool.
- f. The Union will determine the manner in which its represented employees share of the Annual Profit Sharing Pool is distributed.
- g. Profit Sharing payments will be made on May 1st of the year following each program year.
- h. Profit Sharing payments will be paid to the employee, subject to applicable 401(k) deferral election, withholding and taxes.

Effective Date of Profit Sharing Plan:	<u>As of January 1, 2005 (so that the first year covered by the profit sharing plan shall be calendar year 2005).</u>
Profit Sharing Pool:	<u>In the event that the Company has more than \$10 million in Pre-Tax Earnings in the relevant calendar year, then 7.5% of Pre-Tax Earnings in 2005 and 2006 and 15% of Pre-Tax Earnings in each calendar year thereafter.</u>
Pre-Tax Earnings:	<u>UAL consolidated net income as determined in accordance with GAAP, but excluding (i) consolidated federal, state and local income tax expense (or credit); (ii) unusual, special, or nonrecurring charges, (iii) charges with respect to the grant, exercise or vesting of equity, securities or options granted to UAL and United employees, and (iv) expense associated with the profit sharing contributions.</u>
Eligibility:	<u>All domestic employees of UAL Corp. or United Air Lines, Inc. (including all IAM-represented employees) who have completed one year of service as of December 31 st of the year for which Pre-Tax Earnings are being measured.</u>

Allocation:	For each eligible employee, a pro rata share of the Profit Sharing Pool for each calendar year based on the ratio of the employee's Considered Earnings for the year to the aggregate amount of Considered Earnings for all eligible employees that year.
Considered Earnings:	As currently defined in the Company's Success Sharing Plan (i.e., base pay, overtime, holiday pay, longevity pay, sick pay, vacation pay, shift differential, premiums, pre-tax contributions to a 401(k) plan, pre-tax medical plan contributions, and flexible spending account contributions but not expense reimbursement, incentive or profit sharing payments, imputed income or other similar awards or allowances) for that portion of the calendar year for which the employee was eligible to participate.
Payment Date:	By no later than April 30th of the following year.
Distribution:	In cash.
Relationship to Other Programs:	Incremental to the Success Sharing Plan; in lieu of the Articles of the 2003 PCE, Ramp, SO, Food and MI Agreements and the Compensation Article of the 2003 FTI Agreement.
Documentation:	Implementing documentation reasonably acceptable to the Union.
Duration:	Continuing unless and until terminated in future IAM collective bargaining agreements.

SCHEDULE A

**Fleet Technical Specialist
 Program Support Specialist
 Emergency Procedures Specialist
 Flight Training Program Specialist**

	<u>Current</u> <u>05/01/04</u>	<u>Less 3.0%</u> <u>07/01/05</u>	<u>Plus 1.5%</u> <u>01/01/06</u>	<u>Plus 1.5%</u> <u>05/01/07</u>	<u>Plus 1.5%</u> <u>05/01/08</u>	<u>Plus 2.5%</u> <u>05/01/09</u>
Step 1	<u>4,236</u>	<u>4,109</u>	<u>4,171</u>	<u>4,234</u>	<u>4,298</u>	<u>4,405</u>
Step 2	<u>4,446</u>	<u>4,313</u>	<u>4,378</u>	<u>4,444</u>	<u>4,511</u>	<u>4,624</u>
Step 3	<u>4,844</u>	<u>4,699</u>	<u>4,769</u>	<u>4,841</u>	<u>4,914</u>	<u>5,037</u>
Step 4	<u>5,054</u>	<u>4,902</u>	<u>4,976</u>	<u>5,051</u>	<u>5,127</u>	<u>5,255</u>
Step 5	<u>5,263</u>	<u>5,105</u>	<u>5,182</u>	<u>5,260</u>	<u>5,339</u>	<u>5,472</u>
Step 6	<u>5,473</u>	<u>5,309</u>	<u>5,389</u>	<u>5,470</u>	<u>5,552</u>	<u>5,691</u>
Step 7	<u>5,683</u>	<u>5,513</u>	<u>5,596</u>	<u>5,680</u>	<u>5,765</u>	<u>5,909</u>
Step 8	<u>5,893</u>	<u>5,716</u>	<u>5,802</u>	<u>5,889</u>	<u>5,977</u>	<u>6,126</u>
Step 9	<u>6,103</u>	<u>5,920</u>	<u>6,009</u>	<u>6,099</u>	<u>6,190</u>	<u>6,345</u>
Step 10	<u>6,337</u>	<u>6,147</u>	<u>6,239</u>	<u>6,333</u>	<u>6,428</u>	<u>6,589</u>

Program Support Coordinator

	<u>Current</u> <u>05/01/04</u>	<u>Less 3.0%</u> <u>07/01/05</u>	<u>Plus 1.5%</u> <u>01/01/06</u>	<u>Plus 1.5%</u> <u>05/01/07</u>	<u>Plus 1.5%</u> <u>05/01/08</u>	<u>Plus 2.5%</u> <u>05/01/09</u>
Step 1	<u>4,045</u>	<u>3,924</u>	<u>3,983</u>	<u>4,043</u>	<u>4,104</u>	<u>4,207</u>
Step 2	<u>4,256</u>	<u>4,128</u>	<u>4,190</u>	<u>4,253</u>	<u>4,317</u>	<u>4,425</u>
Step 3	<u>4,652</u>	<u>4,512</u>	<u>4,580</u>	<u>4,649</u>	<u>4,719</u>	<u>4,837</u>
Step 4	<u>4,862</u>	<u>4,716</u>	<u>4,787</u>	<u>4,859</u>	<u>4,932</u>	<u>5,055</u>
Step 5	<u>5,072</u>	<u>4,920</u>	<u>4,994</u>	<u>5,069</u>	<u>5,145</u>	<u>5,274</u>
Step 6	<u>5,282</u>	<u>5,124</u>	<u>5,201</u>	<u>5,279</u>	<u>5,358</u>	<u>5,492</u>
Step 7	<u>5,492</u>	<u>5,327</u>	<u>5,407</u>	<u>5,488</u>	<u>5,570</u>	<u>5,709</u>
Step 8	<u>5,702</u>	<u>5,531</u>	<u>5,614</u>	<u>5,698</u>	<u>5,783</u>	<u>5,928</u>
Step 9	<u>5,913</u>	<u>5,736</u>	<u>5,822</u>	<u>5,909</u>	<u>5,998</u>	<u>6,148</u>
Step 10	<u>6,146</u>	<u>5,962</u>	<u>6,051</u>	<u>6,142</u>	<u>6,234</u>	<u>6,390</u>

Effective at the beginning of the nearest pay period to May 01.

Employees will progress to the next step of the pay scale on the anniversary of their entry into the classification.

SCHEDULE A

**Fleet Technical Instructor
Emergency Procedures Instructor**

	<u>Current</u> <u>05/01/04</u>	<u>Less 3.0%</u> <u>07/01/05</u>	<u>Plus 1.5%</u> <u>01/01/06</u>	<u>Plus 1.5%</u> <u>05/01/07</u>	<u>Plus 1.5%</u> <u>05/01/08</u>	<u>Plus 2.5%</u> <u>05/01/09</u>
Step 1	<u>3,677</u>	<u>3,567</u>	<u>3,621</u>	<u>3,675</u>	<u>3,730</u>	<u>3,823</u>
Step 2	<u>3,868</u>	<u>3,752</u>	<u>3,808</u>	<u>3,865</u>	<u>3,923</u>	<u>4,021</u>
Step 3	<u>4,228</u>	<u>4,101</u>	<u>4,163</u>	<u>4,225</u>	<u>4,288</u>	<u>4,395</u>
Step 4	<u>4,420</u>	<u>4,287</u>	<u>4,351</u>	<u>4,416</u>	<u>4,482</u>	<u>4,594</u>
Step 5	<u>4,611</u>	<u>4,473</u>	<u>4,540</u>	<u>4,608</u>	<u>4,677</u>	<u>4,794</u>
Step 6	<u>4,802</u>	<u>4,658</u>	<u>4,728</u>	<u>4,799</u>	<u>4,871</u>	<u>4,993</u>
Step 7	<u>4,994</u>	<u>4,844</u>	<u>4,917</u>	<u>4,991</u>	<u>5,066</u>	<u>5,193</u>
Step 8	<u>5,185</u>	<u>5,029</u>	<u>5,104</u>	<u>5,181</u>	<u>5,259</u>	<u>5,390</u>
Step 9	<u>5,375</u>	<u>5,241</u>	<u>5,292</u>	<u>5,371</u>	<u>5,452</u>	<u>5,588</u>
Step 10	<u>5,587</u>	<u>5,419</u>	<u>5,500</u>	<u>5,583</u>	<u>5,667</u>	<u>5,809</u>

Flight Simulator Draftsman

	<u>Current</u> <u>05/01/04</u>	<u>Less 3.0%</u> <u>07/01/05</u>	<u>Plus 1.5%</u> <u>01/01/06</u>	<u>Plus 1.5%</u> <u>05/01/07</u>	<u>Plus 1.5%</u> <u>05/01/08</u>	<u>Plus 2.5%</u> <u>05/01/09</u>
Step 1	<u>2,219</u>	<u>2,152</u>	<u>2,184</u>	<u>2,217</u>	<u>2,250</u>	<u>2,306</u>
Step 2	<u>2,329</u>	<u>2,259</u>	<u>2,293</u>	<u>2,327</u>	<u>2,362</u>	<u>2,421</u>
Step 3	<u>2,440</u>	<u>2,367</u>	<u>2,403</u>	<u>2,439</u>	<u>2,476</u>	<u>2,538</u>
Step 4	<u>2,551</u>	<u>2,474</u>	<u>2,511</u>	<u>2,549</u>	<u>2,587</u>	<u>2,652</u>
Step 5	<u>2,659</u>	<u>2,579</u>	<u>2,618</u>	<u>2,657</u>	<u>2,697</u>	<u>2,764</u>
Step 6	<u>2,786</u>	<u>2,702</u>	<u>2,743</u>	<u>2,784</u>	<u>2,826</u>	<u>2,897</u>
Step 7	<u>2,911</u>	<u>2,824</u>	<u>2,866</u>	<u>2,909</u>	<u>2,953</u>	<u>3,027</u>
Step 8	<u>3,037</u>	<u>2,946</u>	<u>2,990</u>	<u>3,035</u>	<u>3,081</u>	<u>3,158</u>
Step 9	<u>3,162</u>	<u>3,067</u>	<u>3,113</u>	<u>3,160</u>	<u>3,207</u>	<u>3,287</u>
Step 10	<u>3,291</u>	<u>3,192</u>	<u>3,240</u>	<u>3,289</u>	<u>3,338</u>	<u>3,421</u>

Effective at the beginning of the nearest pay period to May 01.

Employees will progress to the next step of the pay scale on the anniversary of their entry into the classification.

SCHEDULE A

Flight Training Audio Technician
Flight Training Media Producer
Flight Training Electronic Media Designer
Flight Training Graphic Designer

	<u>Current</u> <u>05/01/04</u>	<u>Less 3.0%</u> <u>07/01/05</u>	<u>Plus 1.5%</u> <u>01/01/06</u>	<u>Plus 1.5%</u> <u>05/01/07</u>	<u>Plus 1.5%</u> <u>05/01/08</u>	<u>Plus 2.5%</u> <u>05/01/09</u>
Step 1	<u>2,679</u>	<u>2,599</u>	<u>2,638</u>	<u>2,678</u>	<u>2,718</u>	<u>2,786</u>
Step 2	<u>2,839</u>	<u>2,754</u>	<u>2,795</u>	<u>2,837</u>	<u>2,880</u>	<u>2,952</u>
Step 3	<u>2,999</u>	<u>2,909</u>	<u>2,953</u>	<u>2,997</u>	<u>3,042</u>	<u>3,118</u>
Step 4	<u>3,161</u>	<u>3,066</u>	<u>3,112</u>	<u>3,159</u>	<u>3,206</u>	<u>3,286</u>
Step 5	<u>3,321</u>	<u>3,221</u>	<u>3,269</u>	<u>3,318</u>	<u>3,368</u>	<u>3,452</u>
Step 6	<u>3,481</u>	<u>3,377</u>	<u>3,428</u>	<u>3,479</u>	<u>3,531</u>	<u>3,619</u>
Step 7	<u>3,643</u>	<u>3,534</u>	<u>3,587</u>	<u>3,641</u>	<u>3,696</u>	<u>3,788</u>
Step 8	<u>3,803</u>	<u>3,689</u>	<u>3,744</u>	<u>3,800</u>	<u>3,857</u>	<u>3,953</u>
Step 9	<u>3,964</u>	<u>3,845</u>	<u>3,903</u>	<u>3,962</u>	<u>4,021</u>	<u>4,122</u>
Step 10	<u>4,133</u>	<u>4,009</u>	<u>4,069</u>	<u>4,130</u>	<u>4,192</u>	<u>4,297</u>

Flight Training Senior Media Producer

	<u>Current</u> <u>05/01/04</u>	<u>Less 3.0%</u> <u>07/01/05</u>	<u>Plus 1.5%</u> <u>01/01/06</u>	<u>Plus 1.5%</u> <u>05/01/07</u>	<u>Plus 1.5%</u> <u>05/01/08</u>	<u>Plus 2.5%</u> <u>05/01/09</u>
Step 1	<u>2,839</u>	<u>2,754</u>	<u>2,795</u>	<u>2,837</u>	<u>2,880</u>	<u>2,952</u>
Step 2	<u>3,009</u>	<u>2,919</u>	<u>2,963</u>	<u>3,007</u>	<u>3,052</u>	<u>3,128</u>
Step 3	<u>3,180</u>	<u>3,085</u>	<u>3,131</u>	<u>3,178</u>	<u>3,226</u>	<u>3,307</u>
Step 4	<u>3,351</u>	<u>3,250</u>	<u>3,299</u>	<u>3,348</u>	<u>3,398</u>	<u>3,483</u>
Step 5	<u>3,521</u>	<u>3,415</u>	<u>3,466</u>	<u>3,518</u>	<u>3,571</u>	<u>3,660</u>
Step 6	<u>3,692</u>	<u>3,581</u>	<u>3,635</u>	<u>3,690</u>	<u>3,745</u>	<u>3,839</u>
Step 7	<u>3,862</u>	<u>3,746</u>	<u>3,802</u>	<u>3,859</u>	<u>3,917</u>	<u>4,015</u>
Step 8	<u>4,032</u>	<u>3,911</u>	<u>3,970</u>	<u>4,030</u>	<u>4,090</u>	<u>4,192</u>
Step 9	<u>4,202</u>	<u>4,076</u>	<u>4,137</u>	<u>4,199</u>	<u>4,262</u>	<u>4,369</u>
Step 10	<u>4,381</u>	<u>4,250</u>	<u>4,314</u>	<u>4,379</u>	<u>4,445</u>	<u>4,556</u>

Effective at the beginning of the nearest pay period to May 01.

Employees will progress to the next step of the pay scale on the anniversary of their entry into the classification.

**ARTICLE XX
OVERTIME**

An employee, requested by the Company to work overtime, will be paid overtime pay at the premium rate for time worked on a regular day off or for time worked before or after the employee's normal workday.

A. Overtime Pay

- 1.** The overtime rate of time and one-half shall be paid:
 - a.** to all employees for the first four (4) hours of work in excess of eight (8) hours in a twenty-four (24) hour period (or the first two (2) hours in excess of ten (10) for employees assigned to ten (10) hour day schedules).
 - b.** to employees for the first eight (8) hours of work (ten (10) hours for ten (10) hour day schedules) on the first regular day off worked in the employee's work week.
- 2.** The overtime rate of double time shall be paid:
 - a.** to all employees for work in excess of twelve (12) hours in a twenty-four (24) hour period.
 - b.** to employees for work on a regular day off if any time was worked on any regular day off in the same calendar week.
 - c.** to employees for hours worked in excess of eight (8) hours on any regular day off (in excess of ten (10) hours for employees assigned to ten (10) hour day schedules).
- 3.** For the purpose of computing overtime compensation, the twenty-four (24) hour period shall begin with the starting time of the employee's regularly assigned shift.

B. Overtime Equalization

- 1.** Overtime Opportunities

Overtime opportunities shall be distributed as equally as practical among those available qualified employees who are shown on the overtime list as having accrued the least number of overtime hours. When all available over-

time in the job classification has been exhausted, overtime may be offered to other qualified employees covered by this Agreement.

2. Rules

- a.** Overtime hours worked or declined by an employee will be recorded as straight time hours offered. No charge will be made if overtime is canceled by the Company.
- b.** Overtime balances shall be posted in places accessible to all employees affected. Overtime hours shall not be zeroed. Overtime balances may be reduced periodically by subtracting the same number from all totals on an overtime list.
- c.** When an employee is placed on a different overtime list, they shall be charged with the average hours of the employees on the list.
- d.** Probationary employees will be placed on the bottom of the overtime list and will be offered overtime only after all other qualified non-probationary employees on the overtime list have been considered. After completion of probation, an employee will be placed on the overtime list and will be charged with the average hours of employees on that list plus the overtime hours they worked during their probationary period.

C. Overtime Scheduling

Employees will not be required to work overtime against their wishes, except in emergencies where the Company's operations cannot otherwise be maintained.

- 1.** Overtime shall be assigned as follows:
 - a.** Overtime anticipated to be four (4) hours or less which is continuous following a scheduled shift will be offered employees working on that shift.
 - b.** Overtime anticipated to be four (4) hours or less in advance of and continuous with a scheduled shift will be offered to employees on regular work days on the oncoming shift.
 - c.** Overtime anticipated to be four (4) hours or less and not continuous with a work shift will be offered to employees on regular work days, with the minimum recall pay being three (3) hours.

- d.** Overtime anticipated to be more than four (4) hours will be offered to employees on a regular day off, with the minimum call-in pay being four (4) hours.

- 2.** No employee will be offered overtime which would require them to work (including their regular shift) in excess of sixteen (16) hours in any period of twenty-four (24) consecutive hours.

- D.** An employee, at the time of offer, may at their option, elect compensatory time versus overtime pay in accordance with Article XIX, Paragraph E.

**ARTICLE XXI
EFFECTIVE DATE AND DURATION**

This Agreement shall become effective July 1, 2005 except as otherwise provided, and shall continue in full force and effect through December 31, 2009 and shall thereafter renew itself yearly without change each January 1 st unless written notice of intended change is served in accordance with Title I, Section 6 of the Railway Labor Act by either party at least thirty (30) but not more than two hundred and seventy (270) days prior to December 31, 2009 or December 31 of any year thereafter upon written notice of either party thereto. If such notice is served, negotiations will commence no more than 30 days after service. If a new tentative agreement is not reached by August 1, 2009 (or any August 1 thereafter, if applicable), the parties will jointly invoke the mediation services of the National Mediation Board under Section 5 of the Act.

IN WITNESS WHEREOF, the parties have signed this Amendment this 11th day of July, 2003.

WITNESSES:

For UNITED AIRLINES, INC.

/s/Alan R. Koehler

/s/Peter B. Kain
Peter B. Kain

/s/Susan E. Franzella

Vice President - Labor Relations

WITNESSES:

For INTERNATIONAL ASSOCIATION
OF MACHINISTS
AND AEROSPACE WORKERS

/s/Raymond G. Perry

/s/Ron Shepard

/s/Scotty Ford
Scotty Ford
President and General Chairman
District 141 M

Letters of Agreement

Letter 97 - 2T
December 3, 1997
Amended October 26, 2000

Mr. Scotty Ford
President and General Chairman
International Association of Machinists
and Aerospace Workers - District 141
P.O. Box 3141
321 Allerton Avenue
South San Francisco, California 94083

Dear Scotty:

This will confirm discussions between the Company and the Union in negotiations leading to the 2000 - 2004 Fleet Technical Instructors' and Related Agreement.

The rates of pay shall be effective no later than April 13, 2000 and shall be retroactive to April 13, 2000.

Sincerely,

/s/William P. Hobgood
William P. Hobgood
Sr. Vice President - People

Letter 00 - 1T
October 26, 2000

Mr. Scotty Ford
President and General Chairman
International Association of Machinists
and Aerospace Workers - District 141M
P.O. Box 3141
321 Allerton Avenue
South San Francisco, California 94083

Dear Scotty:

This will confirm discussions between the Company and the Union in negotiations leading to the 2000 - 2004 Fleet Technical Instructors' and Related Agreement.

Effective January 1, 2001 all employees covered by the Fleet Technical Instructors' and Related Agreement will be in the Management, Administrative, and Public Contact Pension Plan.

As a result of these negotiations, those Emergency Procedures Instructors and Emergency Procedures Specialists accreted into the Agreement effective July 5, 2000, **those Flight Training Program Specialists accreted into the Agreement effective June 12, 2001, those Flight Simulator Draftsmen accreted into the Agreement effective November 11, 2002, and those Flight Training Audio Technicians, Flight Training Media Producers, Flight Training Senior Media Producers, Flight Training Electronic Media Designers and Flight Training Graphic Designers accreted into the Agreement effective November 27, 2002** will remain in the management plan and not be transferred to the IAMAW Pension Plan in the interim.

Sincerely,

/s/William P. Hobgood
William P. Hobgood
Sr. Vice President - People

Letters of Agreement

Letter 00 - 2T
October 26, 2000

Mr. Scotty Ford
President and General Chairman
International Association of Machinists -
District 141 M
321 Allerton Avenue
P.O. Box 3141
So. San Francisco, California 94083-3141

Dear Scotty:

This will confirm discussions between the Company and Union during negotiations to the 2000 - Fleet Technical Instructors' and Related Agreement.

The parties recognize the need for a manpower model for Fleet Technical Instructors and Emergency Procedures Instructors to be reviewed periodically by their respective Joint Union-Company Scheduling Guidelines Committees.

It is understood that the periodic review may result in updates/changes to the manpower model. The review will take place a minimum of four (4) times per year.

Sincerely,

/s/ William P. Hobgood
William P. Hobgood
Senior Vice President - People

Letter 00-3T
October 26, 2000

Mr. Scotty Ford
President and General Chairman
International Association of Machinists -
District 141M
321 Allerton Avenue
P.O. Box 3141
So. San Francisco, CA 94083-3141

Dear Scotty:

This will confirm discussions between the Company and Union during negotiations to the 2000 - 2004 Fleet Technical Instructors' and Related Agreement.

The parties understand the impact of the proposed US Air acquisition is not fully known. In the event the acquisition is finalized, and such acquisition causes change to the 2000 - 2004 Fleet Technical Instructors' and Related Agreement, the Company and Union will immediately meet to discuss and resolve any issues. The discussion should be to the mutual satisfaction of both parties.

Sincerely,

/s/ William P. Hobgood
William P. Hobgood
Senior Vice President - People

Letters of Agreement

Letter 00-4T
October 26, 2000

Mr. Scotty Ford
President and General Chairman
International Association of Machinists -
District 141M
321 Allerton Avenue
P.O. Box 3141
South San Francisco, California 94083

Dear Scotty:

This will confirm discussions between the Company and Union during negotiations to the 2000 - 2004 Fleet Technical Instructors' and Related Agreement, specifically concerning equipment needs of the Emergency Procedures Instructors.

The parties have agreed that in the Emergency Procedures department a Joint Union-Company Committee will be formed within sixty (60) days after the date of signing for the purpose of addressing their equipment needs.

Sincerely,

/s/ William P. Hobgood
William P. Hobgood
Senior Vice President - People

Letter 00-5T
October 26, 2000

Mr. Scotty Ford
President and General Chairman
International Association of Machinists -
District 141 M
321 Allerton Avenue
P.O. Box 3141
South San Francisco, California 94083

Dear Scotty:

This will confirm discussions between the Company and Union during negotiations to the 2000 - 2004 Fleet Technical Instructors' and Related Agreement.

The parties have agreed that the individual Joint Union-Company Scheduling Committees (FTI/FTS and EPI/EPS) will meet separately within sixty (60) days after the date of signing for the purpose of addressing appropriate *Instructor to Student ratios* within their respective departments.

Sincerely,

/s/ William P. Hobgood
William P. Hobgood
Senior Vice President - People

Letters of Agreement

Letter 00 - 6T
October 26, 2000

Mr. Scotty Ford
President and General Chairman
International Association of Machinists -
District 141 M
321 Allerton Avenue
P.O. Box 3141
So. San Francisco, California 94083

Dear Scotty:

This will confirm discussions between the Company and Union during negotiations of the 2000 - 2004 Fleet Technical Instructor's and Related Agreement.

The parties have agreed if there are any improvements agreed to with respect to a Pension - B Plan or 401K company contribution in the 2000 negotiations of the Mechanics Agreement, those same improvements in benefit will be afforded all employees covered by this Agreement.

Sincerely,

/s/ William P. Hobgood
William P. Hobgood
Senior Vice President - People

Letter 00 - 7T
October 26, 2000

Mr. Scotty Ford
President and General Chairman
International Association of Machinists -
District 141 M
321 Allerton Avenue
P.O. Box 3141
So. San Francisco, California 94083

Dear Scotty:

This will confirm discussions between the Company and Union during the negotiations of the 2000 - 2004 Fleet Technical Instructor's Agreement and Related.

The parties have agreed that due to the operational requirements unique to the Honolulu's (HNL) Training Center, the Emergency Procedures Specialist is frequently required to perform the work of an Emergency Procedures Instructor.

Sincerely,

/s/ William P. Hobgood
William P. Hobgood
Senior Vice President - People

Letter 00 - 9T
October 26, 2000

Mr. Scotty Ford
President and General Chairman
International Association of Machinists
District 141 - M
321 Allerton Avenue
P.O. Box 3141
So. San Francisco, California 94083

Dear Scotty:

This will confirm the agreement between the Union and the Company regarding pay rates for regular full time employees transferring between classifications covered by the Agreement.

Transfers to an Equal Pay Status

Active regular employees transferring to an equal paying basic classification will receive the same rate of pay as they were earning prior to transferring. An employee transferring to an equal pay status shall continue to receive Step Increases based on their anniversary date prior to transferring, for pay purposes only.

Transfers to a Higher Pay Status (e.g. FTI to PSC; EPI to EPS)

Active regular employees transferring to a higher paying basic classification will be on the same step of the progression scale in the new classification that they are on in their current classification (i.e. a seventh year FTI moves to the seventh year of PSC).

Transfers to a Lower Pay Status

Active regular employees transferring to a lower paying status basic classification will be placed on the progression scale for the new classification at a pay rate closest to the one they are on in their current classification.

Sincerely,

/s/William P. Hobgood
William P. Hobgood
Senior Vice President - People

Letter 00 - 10T
October 26, 2000

Mr. Scotty Ford
President and General Chairman
International Association of Machinists -
District 141 M
321 Allerton Avenue
P.O. Box 3141
So. San Francisco, California 94083

Dear Scotty:

This will confirm the agreement between the Company and Union regarding pay rates for regular full-time employees transferring between classifications covered by this Agreement.

The parties agreed to provide Fleet Technical Instructor seniority protection to the following Program Support Specialist, Program Support Coordinators, and Emergency Procedures Instructors:

Their Fleet Technical Instructor seniority is retained as follows:

Period of Service		
<u>Name</u>	<u>File Number</u>	<u>credited as an FTI</u>
Dustin Adair	213316	06/02/97 - 09/19/00
Tom Eide	115349	04/09/90 - 10/01/95
Tom Grealish	125883	08/05/91 - 10/20/94
Dave Halvorsen	125895	12/03/91 - 07/11/99
John Shackford	115347	04/09/90 - 05/01/98
Sidney Spear	169986	02/03/97 - 05/15/00
G.G. Green	135465	05/10/98 - 06/25/00
Frank Miskell	147738	10/31/94 - 06/11/99

Sincerely,

/s/William P. Hobgood
William P. Hobgood
Senior Vice President - People

Letters of Agreement

Letter 00 - 11T
October 26, 2000

Mr. Scotty Ford
President and General Chairman
International Association of Machinists -
District 141M
321 Allerton Avenue
P.O. Box 3141
So. San Francisco, CA 94083-3141

Dear Scotty:

This will confirm discussions between the Company and Union during negotiations to the 2000 - 2004 Fleet Technical Instructors' and Related Agreement, specifically concerning Article VI, Paragraph E sub-paragraph 1.a.

The parties have agreed there is no need to establish a Juniority List for the employees covered by the Fleet Technical Instructors' and Related Agreement. The Company will however, continue to maintain a Master Seniority List and a list of probationary employees covered by the Agreement.

Sincerely,

/s/William P. Hobgood
William P. Hobgood
Senior Vice President - People

Letter 02-12T

Mr. Scotty Ford
President and General Chairman
International Association of Machinists
District 141 - M
321 Allerton Avenue
P.O. Box 3141
So. San Francisco, CA 94083-3141

Dear Scotty:

This will confirm discussions between the Company and Union during the 2002 Fleet Technical Instructors' and Related accretion negotiations, specifically with concern to the accretion of the Flight Training Audio Technician and Flight Training Graphic Designer classifications.

Both parties recognize that due to advanced technology, the work described as Flight Training Audio Technician and Flight Training Graphic Designer has become much more complex. It is understood by both parties that the Company's intent, therefore, is to eliminate the above mentioned classifications through attrition. Any work, which may remain from these two classifications, will naturally fall under that of the Flight Training Media Producer or Flight Training Electronic Media Designer as recognized by the Agreement.

There is currently one employee in the classification of Flight Training Audio Technician. There are two employees currently in the classification of Flight Training Graphic Designer.

Sincerely,

/s/ Peter B. Kain

Peter B. Kain

Vice President - Labor Relations

Accepted and agreed to this
27th Day of November, 2002

/s/ Scotty Ford

Scotty Ford

President and General Chairman

IAMAW - District 141M

Letter 05-01PRFSIT

July 1, 2005

Mr. S. R. Canale
President and Directing General Chairman
International Association of Machinists
and Aerospace Workers - District 141
1771 Commerce Drive, Suite 103
Elk Grove Village, IL 60007

Dear Randy:

This letter will confirm the agreement between the IAMAW and United Airlines in the negotiations leading to the 2005-2009 IAM Agreements with respect to participation in the IAM National Pension Plan.

Subject to Paragraph 5 below, the Company agrees to participate in the IAM National Pension Plan (NPP) in accordance with the following terms.

- 1. Participation.** All full-time and part-time active employees who are represented by the International Association of Machinists and Aerospace Workers shall be eligible to participate in the Plan effective March 1, 2006 or beginning on the first day of employment, if later. Notwithstanding the above, contributions on behalf of new-hire employees will be made retroactively after the first sixty (60) calendar days of service have been completed.
- 2. Contribution Rate.** There shall be no contribution prior to March 1, 2006. The contribution rate shall be equivalent to 4.0% of Considered Earnings and Success Sharing Payments effective March 1, 2006; 5.0% effective March 1, 2007, 6.0% effective March 1, 2008; and 6.5% effective March 1, 2009. The Company will not be required to contribute more than the contribution rate set forth in the preceding sentence.¹ Considered Earnings shall include base pay, overtime, holiday pay, longevity pay, sick pay, vacation pay (while employed), shift differential and premiums, employee 401(k) pre-tax contributions, and Flexible Spending Account contributions but shall exclude expense reimbursement, incentive or profit sharing payments, imputed income or other similar awards or allowances. Actual Contribution Rates shall be derived by applying a one-time adjustment factor to the foregoing contribution rates, as applicable, to reflect the difference between Considered Earnings and the Hourly Pension Rate Compensation, as defined below, for all IAM represented employees under a mutually agreeable methodology. The parties agree to work together to develop a mutually agreeable methodology for converting the contribution rate to a cents per hour rate. The Company's contribution per hour worked shall be adjusted automatically as the Hourly Pension Rate Compensation changes.

¹ This provision will not limit any withdrawal liability.

Class	Classifications	Hourly Pension Rate Compensation Definition
A	Classifications Covered by the Ramp and Stores Agreement	Base rate at top-of-scale for Ramp Serviceman Class plus line premium and maximum longevity
B	Classifications Covered by the Public Contact Employees Agreement	Base rate at top-of-scale for Customer Service Representative Class plus maximum longevity
C	Classifications Covered by the Security Officers Agreement	Base rate at top-of-scale for Security officer Class plus maximum longevity
D	Classifications Covered by the Food Services Agreement	Base rate at top-of-scale for Food Service Employee Class plus maximum longevity
E	Classifications Covered by the Fleet Technical Instructors and Related Agreement	Base rate at top-of-scale for Fleet Technical Instructor Class
F	Classifications Covered by the Maintenance Instructors Agreement	Base rate at top-of-scale for Maintenance Instructor Class including license and skill premium and override

3. **Contribution Base.** The Company shall make the applicable cents per hour contribution on behalf of each eligible participant for all hours for which compensation is received by the employee (including vacation, sick leave, OJI, Union business and other paid leave), up to a maximum of forty (40) pay hours per week.

4. **Benefit Levels and Other Terms.** District Lodge 141 and United hereby adopt and agree, subject to Paragraph 5 below, to be bound by the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended, from time to time.

5. **Conditions of Participation.** The Company's agreement to participate in the NPP shall be subject to the following conditions.
 - a. The Company's verification of the accuracy of the information and representations in the letter of May 26, 2005 from S.R. Canale to Pete Kain.

 - b. Agreement of the PBGC that the contribution rates set forth in Paragraph 2 shall not be considered an abusive follow-on plan. If PBGC does not approve these contribution rates, the contribution rates shall be reduced as necessary to obtain PBGC approval and rates of pay shall be adjusted accordingly.

Letters of Agreement

- c.** NPP meeting the following criteria:

 - (1)** The ratio of inactive to active participants in the Plan is not greater than 2 including the Company.
 - (2)** The Company's projected average annual Plan contributions are not greater than 25 percent of total projected annual plan contributions, including the Company. A somewhat higher percentage may apply if the Plan uses the direct attribution method and the other criteria are met.
 - (3)** The NPP is not less than 100 percent funded for vested liability based on the market value of the Plan's assets and vested liabilities (using an earning assumption not greater than 7 1/2 percent) determined as of a date on or about 90 days before the Company joins the Plan.
 - (4)** The Plan is maintained by a reasonably diverse group of reasonably financially-sound employers.
 - (5)** The Company will have the opportunity to nominate a representative to sit on the NPP Board of Trustees.
 - (6)** There are no major problems with Plan administration (such as Government investigations or litigation that pose a significant risk to the Plan), and the cost of Plan administration is reasonable.
 - (7)** The Company may waive any of these requirements in its sole discretion.
- 6.** Alternative Pension Benefit Plans. In the event the conditions set forth in Paragraph 5 are not satisfied 90 days prior to the Company's proposed date to exit bankruptcy or by March 1, 2006, whichever is earlier, the Company and the Union will meet to agree upon the terms of an alternative pension benefit plan for IAM-represented employees. The Contribution Rate shall be as set forth in Paragraph (a) below.

 - a.** There shall be no contribution prior to March 1, 2006; the Contribution Rate shall be 4% of each eligible employee's Considered Earnings and Success Sharing Payments effective March 1, 2006; 5% effective March 1, 2007; 6% effective March 1, 2008; and 6.5% effective March 1, 2009.
 - b.** In the event the conditions set forth in Paragraph 5 are satisfied but the Company's exit from bankruptcy is delayed beyond March 1, 2006, the Company shall make a monthly contribution to the alternate pension benefit plan beginning with the later of (i) March 1, 2006 or (ii) the first day of the calendar month following the Exit Date; provided, however, that in the event the Exit Date follows March 1, 2006, contributions will accrue from March 1, 2006 through the Exit Date and will be contributed in a single lump sum as soon as practicable after the Exit Date.
- 7.** This agreement shall replace the letters of agreement in the existing IAM

Agreements establishing a defined benefit plan for benefit of IAM-represented employees, and any related provisions of the agreement or side letters of agreements that contemplate maintenance of a defined benefit pension plan. The Company shall have no further obligation under the IAM Agreements to maintain the Ground Employees Retirement Plan or the Management, Administrative and Public Contact Defined Benefit Pension Plan, and the IAM shall not oppose termination of such plans.

- 8.** No contributions provided for in Paragraphs 2 or 6 above will be made unless (1) the IAM withdraws with prejudice any and all opposition to termination of the Ground Employees' Retirement Plan and the Management, Administrative and Public Contact Defined Benefit Pension Plan, including but not limited to any appeal of the Bankruptcy Court's order approving the Company's settlement agreement with the PBGC or any motion to stay termination of those plans; or (2) any opposition by the IAM to the termination of the Ground Employees' Retirement Plan and the Management, Administrative and Public Contact Defined Benefit Pension Plan is resolved such that termination of those plans occurs. In no event and at no time shall the Company be obligated to maintain the Ground Employees' Retirement Plan or the Management, Administrative and Public Contact Defined Benefit Pension Plan in addition to a) participation in the NPP; or b) the Alternative Pension Benefit Plans under the terms set forth above. Nothing in this Letter of Agreement shall be construed, deemed or characterized by UAL or the Company as any agreement of any form by IAM that the Plan should be terminated, or as limiting IAM's right to proceed against the PBGC under ERISA/4003 to challenge the termination date of the Plan.

Sincerely,

/s/ Peter B. Kain

Peter B. Kain

Vice President - Labor Relations

Accepted and Agreed to this

1 st day of July, 2005

/s/ S. R. Canale

S.R. (Randy) Canale

President and Directing General Chairman

International Association of Machinists

And Aerospace Workers-- District 141

July 1, 2005

Mr. S. R. Canale
President and Directing General Chairman
International Association of Machinists
and Aerospace Workers - District 141
1771 Commerce Drive, Suite 103
Elk Grove Village, IL 60007

Dear Randy:

This letter will confirm the agreement reached during the 2005-2009 negotiations between the Union and the Company on the subjects addressed below.

1. Indemnification.

UAL and the Company (collectively, United) hereby indemnify and hold harmless IAM, its members, officers, committee members, agents, employees, counsel, financial advisors and representatives (each, an Indemnified Person) from any and all losses, damages, fines, penalties, taxes, expenses, claims, lawsuits, or administrative charges of any sort whatsoever (including reasonable attorney's fees and costs arising in connection with the investigation and defense of any such matter) relating to, concerning or connected with the negotiation or implementation of this Letter of Agreement (any such event, a Claim), except to the extent that a Claim against an Indemnified Person is finally determined by a court of competent jurisdiction to have resulted from the gross negligence, fraud or willful misconduct of such Indemnified Person.

2. Indemnification Procedure.

- a.** An Indemnified Person must give prompt notice to the Company of the facts and circumstances that may constitute a Claim under this Indemnity Agreement; provided, however, that any delay by an Indemnified Person in giving such notice shall not relieve United of its obligations under this Indemnity Agreement except to the extent that such delay causes material damage or prejudice to United.
- b.** United shall be entitled to participate in judicial, administrative proceeding concerning an actual or potential Claim (an Action) and, upon ten (10) days notice to the applicable Indemnified Person, may assume the defense of such Claim with counsel reasonably satisfactory to the Indemnified Person. Following any assumption of the defense of an Action by United, United shall not be liable for any subsequent fees of legal counsel or other expenses incurred by the Indemnified Person in connection with the defense of such Action, subject to reimbursement for actual out-of-pocket expenses incurred

by the Indemnified Person as the result of a request for cooperation or assistance by United; provided, however, that if, in the reasonable opinion of outside counsel to the Indemnified Person, there exists an actual, material conflict of interest between the United and the Indemnified Person, United shall be liable for the legal fees and expenses of separate counsel to the Indemnified Person; provided, further, that the Indemnified Person shall have the right to participate in the defense of an Action with its own counsel at its own expense.

- c.** No compromise or settlement of any Action shall be binding on United for purposes of United's obligations under this Indemnity Agreement without United's express written consent, which consent shall not be unreasonably withheld. United shall not compromise or settle any Action or otherwise admit to any liability for any Claim on a basis that would reasonably be expected to adversely affect the future activity or conduct of the Indemnified Person without the prior written consent of the Indemnified Person, which consent shall not be unreasonably withheld.
- d.** In the event United assumes the defense of any Action under this Indemnity Agreement, United shall (i) keep IAM and the applicable Indemnified Person informed of material developments in the Action, (ii) promptly provide IAM and such Indemnified Person with copies of all pleadings, responsive pleadings, motions and other similar legal documents and papers received in connection with the Action, (iii) permit IAM and such Indemnified Person and their counsel, to the extent practicable, to confer on the defense of the Action, and (iv) permit IAM and such Indemnified Person and their counsel, to the extent practicable, an opportunity to review all legal papers to be submitted prior to their submission. The parties shall provide to each others such assistance as may be reasonably required to insure the proper and adequate defense of the Action, and each party shall use its good faith efforts and cooperate with each other party to avoid the waiver of any privilege of another party.

3. Plan of Reorganization; Survival.

This indemnity agreement shall be assumed under the Plan of Reorganization and shall continue in full force and effect thereafter without regard to the terms of the Duration Articles of the 2003-2009 IAM Agreements.

If this conforms to your understanding of the parties' agreement, please date and sign in the space provided below.

Sincerely,

/s/ Peter B. Kain
Peter B. Kain
Vice President - Labor Relations

Letters of Agreement

Accepted and Agreed to this
1 st day of July, 2005

/s/ S. R. Canale
S.R. (Randy) Canale
President and Directing General Chairman
International Association of Machinists
And Aerospace Workers-- District 141

Letter 05-03PRFSIT

July 1, 2005

Mr. S. R. Canale
President and Directing General Chairman
International Association of Machinists
and Aerospace Workers - District 141
1771 Commerce Drive, Suite 103
Elk Grove Village, IL 60007

Dear Randy:

This letter will confirm the agreement reached during the 2005-2009 negotiations between the Union and the Company on convertible notes.

The parties shall work together to set an interest rate for the Notes no later than thirty (30) days prior to the Issuance Date which shall ensure that the Notes will trade at par value or better on Issuance (the Par Value Interest Rate). Failing agreement on the Par Value Interest Rate, the parties shall solicit rate recommendation from two national trading firms and shall adopt the average of the two suggested rates.

Issuer:	Reorganized UAL Corp.
Guarantor:	United Air Lines, Inc.
Issue:	[__]% Senior Subordinated Convertible Notes Due 2021 (the Notes) to be issued no later than 180 days following the Exit Date (the Issuance Date).
Initial Holder:	A trust or similar non-permanent vehicle for the benefit of eligible United employees represented by IAM; the Notes or the value of the Notes to be distributed to such employees or their retirement accounts as soon as reasonably practicable given tax, accounting, securities and market considerations; all rights of the Notes to be exercised by individual employees while the notes remain in the trust. Distribution mechanics, eligibility and allocation among such employees to be reasonably determined by IAM.
Principal Amount:	\$60,000,000 in denominations of \$1,000.
Term:	15 years from the Issuance Date.
Amortization:	None prior to maturity; full principal to be repaid at the maturity date except to the extent converted or prepaid.

Letters of Agreement

Interest Rate:	Semi-annually in arrears, in cash, at an annual rate of []%; provided, however, that (i) the first full year of interest from the Issuance Date may be paid in cash or in kind at the option of the Issuer; (ii) if such interest is paid in kind, it will be in Common Stock, but only to the extent there exists Common Stock that is exempt from registration under 11 U.S.C. / 1145; and (iii) if such interest is paid in kind, it shall be delivered to the Holders under applicable market terms at issuance for public convertible debt securities of this type (e.g., any notice period and stock payment premium).
Security:	None.
Ranking:	Junior to the Reorganized UAL exit facility, customary secured indebtedness, indebtedness contemplated under a plan of reorganization, and other mutually agreed-upon indebtedness; pari passu to all current and future UAL or United Airlines senior unsecured debt; senior to all current and future subordinated debt.
Conversion Rights:	The Holder may convert any number of the Notes into the Issuer's common stock (the Common Stock), at any time, at the Conversion Price.
Conversion Price:	The product of (x) 125% and (y) the average closing price of the Common Stock for the sixty consecutive trading days following the Exit Date.
Transferability:	To the greatest extent feasible under applicable law, the Notes and the Common Stock shall be issued under 11 U. S.C. / 1145, and the Notes and the Common Stock into which they shall be convertible shall be freely transferable by the Holders without registration under the Securities Act of 1933.
Common Stock:	When delivered, the Common Stock into which Notes may convert shall be fully paid and non-assessable. Issuer shall use its best efforts to list the Common Stock on a national stock exchange or NASDAQ prior to the Issuance Date.

The parties shall work together to set an interest rate for the Notes no later than thirty (30) days prior to the Issuance Date which shall ensure that the Notes will trade at par value or better on Issuance (the Par Value Interest Rate). Failing agreement on the Par Value Interest Rate, the parties shall solicit rate recommendation from two national trading firms and shall adopt the average of the two suggested rates.

Call Rights:	No call for five years from the Issuance Date; thereafter, callable in cash or Common Stock if the Common Stock has traded at no less than 125% of the Conversion Price for the sixty (60) consecutive trading days prior to the call date.
Put Rights:	Soft put right on the fifth and tenth anniversary of the Issuance Date for all principal and accrued interest as of such date; payable in cash or shares of Common Stock.
Mandatory Prepayments:	Mandatory prepayment upon a fundamental change with a customary make whole premium, if any, for public convertible debt securities of this type; no prepayment obligations for mergers in which the Issuer is the surviving entity; no make whole premium in other mergers.
Anti-Dilution Protections:	The Conversion Price will be subject to customary anti-dilution adjustments,* including upon (i) stock or extraordinary cash dividends, (ii) reclassifications, subdivisions or combinations of the Common Stock, (iii) the issuance of rights or warrants to all holders of Common Stock convertible into or exercisable for Common Stock at less than the then-current market price, (iv) distribution of the capital stock of an Issuer subsidiary to holders of the Common Stock and (v) any other distributions of assets by the Issuer to holders of the Common Stock.
Mergers and Business Combinations:	The Notes will enjoy customary adjustments and protections in the event the Common Stock is converted into, reclassified into or exchanged for cash, other assets or securities.
Other Terms and Conditions:	The Notes are intended to be public market securities and to trade at par value. The documentation of the Notes shall include such other terms and conditions as are customarily found in public market convertible securities of this type.
Implementation:	Implementing documentation reasonably acceptable to IAM and the Company.
Distribution:	IAM and the Company will coordinate any distribution of the Notes so that such distribution does not unreasonably interfere with capital markets activities of UAL or the Company.

* Anti-dilution adjustments shall not be applicable to securities issued or assets distributed under the Plan of Reorganization.

Letters of Agreement

Sincerely,
/s/ Peter B. Kain _____
Peter B. Kain
Vice President - Labor Relations

Accepted and Agreed to this
1 st day of July, 2005

/s/ S. R. Canale _____
S.R. (Randy) Canale
President and Directing General Chairman
International Association of Machinists -- District 141

Letter 05-04PRFSIT
July 1, 2005

Mr. S.R. (Randy) Canale
President and Directing General Chairman
International Association of Machinists
And Aerospace Workers -- District 141
1771 Commerce Drive, Suite 103
Elk Grove Village, IL 60007

Dear Randy:

This letter will confirm the agreement reached during the 2005-2009 negotiations between the Union and the Company regarding the Distribution Agreement, as set forth below. This letter supersedes Attachment Q in the amendment to the 2000 IAM Agreements in its entirety.

UAL Corporation (UAL), United Airlines, Inc. (the Company) and the International Association of Machinists, District 141 (IAM 141), hereby agree as follows (the Distribution Agreement):

- 1.** UAL, the Company, and IAM 141 are committed to the principle that the employees represented by IAM 141 should receive equity, securities, and/or other consideration under a plan of reorganization in an amount that fairly reflects the value of the IAM 141 members contribution to the reorganization of UAL and the Company.
- 2.** In consideration for the IAM's contract revisions under the Section 1113 Restructuring Agreement reached between UAL, the Company, and the IAM effective May 1, 2003 (the 2003 Restructuring Agreements), which modifies the parties 2000 collective bargaining agreements (2000 Agreements), and in consideration of the IAM contract revisions under the revisions to the 2003 IAM Agreements effective in 2005 (the Revised 2003 IAM Agreements), any plan of reorganization proposed or supported by UAL and the Company as proposed and/or amended from time to time (the Plan), shall provide that, on or as soon as reasonably practicable after the effective date of such Plan, the IAM 141 members will receive a percentage distribution of the equity, securities and/or other consideration provided to general unsecured creditors under the Plan (the Distribution) calculated by the following formula:

$A/(A+B)$, where:

A is the sum of (i) \$1,155,654,657, representing the dollar value of 30 months of average cost reductions under the 2003 Restructuring Agreement as reasonably measured under Labor Model 1.1A FINAL², and (ii) \$271,570,007 - "2005

² Including subsequent analysis and communication to account for AMFA/IAM split.

Distribution", representing the dollar value of 20 months of average cost reductions under the Revised 2003 IAM Agreements as reasonably measured by the Final 2004 Labor Model (the "IAM Amount"); and

B is the total amount of all other allowed prepetition general unsecured claims against the Debtors (UAL and its 27 debtor subsidiaries).

- 3.** In the event the other employees of the Company receive a Distribution in excess of 20 months of average cost reductions (as measured by the Final 2004 Labor Model) in connection with the 2005 labor cost reductions (the Other Employee Distribution), the \$271,570,007 amount described in paragraph 2 of this Distribution Agreement shall instead be the product of (x) \$271,570,007 and (y) a fraction, the numerator of which is the actual amount of the Other Employee Distribution, and the denominator of which is 20 months of average cost reductions (as measured by the Final 2004 Labor Model) for all other employees.
- 4.** If, for any reason, a confirmed plan of reorganization in UAL or the Company's Chapter 11 cases does not provide for both the Distribution and the Allocation, then IAM 141 on behalf of the IAM 141 members will be entitled to a stipulated and allowed nonpriority prepetition general unsecured claim equal to 110% of the IAM 141 Amount (the Alternative Distribution). This Distribution Agreement in no way converts any such claim into an administrative claim or any other claim with priority superior to a prepetition general unsecured claim. IAM141 agrees that it will neither assert, support, nor solicit any assertion in any proceeding before the Bankruptcy Court or any other tribunal that any claims allegedly arising from this Distribution Agreement constitute administrative claims (or any other claims with priority superior to a prepetition general unsecured claim) under Sections 503, 507 or any other Section of the Bankruptcy Code.
- 5.** Following approval of the Distribution Agreement, and prior to the effective date of the Plan, IAM (in consultation with the Company) will develop a reasonable method for allocating the Distribution or Alternative Distribution as applicable (which allocation will distribute all of the Distribution or Alternative Distribution to the IAM members). The Company (in consultation with IAM) will develop and implement a mechanism and timetable for issuing the Distribution or Alternative Distribution to the IAM members which would take into account tax, legal, corporate liquidity and securities concerns as well as practical considerations.
- 6.** The equities, securities and other consideration provided for, received and to be received under this Distribution Agreement and the other consideration provided for, received and to be received under this Restructuring Agreement, will be the sole and exclusive remedy for IAM 141 for a claim arising under the bankruptcy code with respect to the modifications made to the 141 Agreements by this Restructuring Agreement

Sincerely,
/s/ Peter B. Kain _____
Peter B. Kain
Vice President - Labor Relations

Accepted and Agreed to this
1 st day of July, 2005

/s/ S. R. Canale _____
S.R. (Randy) Canale
President and Directing General Chairman
International Association of Machinists -- District 141

Letter 05-05PRFSIT

July 1, 2005

(new) Mr. S.R. (Randy) Canale
President and Directing General Chairman
International Association of Machinists
And Aerospace Workers -- District 141
1771 Commerce Drive, Suite 103
Elk Grove Village, IL 60007

Dear Randy:

This letter will confirm the agreement reached during the 2005-2009 negotiations between the Union and the Company on fees and expenses.

- 1.** United shall reimburse IAM for the reasonable, actual fees and out-of-pocket expenses incurred by IAM in connection with the review, design, negotiation, approval, effective ratification, and execution of the Letter of Agreement (its Expenses) including:
 - a.** reasonable base wages lost by IAM Negotiating Committee members in connection with meetings called for the purpose of negotiating, reviewing, approving or ratifying the agreed Term Sheet and this Letter of Agreement; and
 - b.** the reasonable, actual fees and expenses of IAM's outside legal, pension, and other professional advisors (in each case based on normal hourly rates for actual time expended)

up to a maximum, aggregate total of \$2.5 million. Of the total reimbursement for Expenses, \$1.25 million shall be paid on the Effective Date as defined in the agreed Letter of Agreement, and the remaining \$1.25 million will be paid on the Exit Date.

- 2.** The Company shall seek judicial approval for its obligations under this Exhibit E at the same time that it seeks judicial approval of the agreed Letter of Agreement.
- 3.** The parties acknowledge and agree that the Company's agreement to reimburse IAM for fees and expenses under this Letter of Agreement is a result of the special collective bargaining circumstances created by the parties' desire to negotiate modifications to the IAM Agreements as part of the Company's bankruptcy reorganization.

Sincerely,
/s/ Peter B. Kain _____
Peter B. Kain
Vice President - Labor Relations

Accepted and Agreed to this
1 st day of July, 2005

/s/ S. R. Canale

S.R. (Randy) Canale

President and Directing General Chairman

International Association of Machinists -- District 141

Letter 05-06 PRFSIT

July 1, 2005

May 1, 2003

Mr. Robert Roach
General Vice President - Transportation
International Association of Machinists
And Aerospace Workers
9000 Machinists Place
Upper Marlboro, MD 20772.2687

Dear Robert,

In discussions leading up to the 2003-2009 Agreements, the parties agreed that the International Association of Machinists and Aerospace Workers (the "IAM") will be entitled to designate a member (an "IAM Director") to the UAL Corporation Board of Directors. This letter of agreement confirms that the provisions of Article Fourth, Part VIII of the Restated Certificate of Incorporation of UAL Corporation (As Restated on April 16, 2003) (the "Restated Certificate") which provide for an IAM Director on the UAL Board of Directors satisfy the requirements of the preceding sentence. The parties also agree that any and all provisions of the certificate of incorporation of UAL Corporation immediately following UAL Corporation's exit from Chapter 11 (the "Emergence Certificate") will provide for the right to designate an IAM Director on the same terms as Article Fourth, Part VIII of the Restated Certificate, except that the Emergence Certificate shall provide that an "IAM Termination Date" shall occur if none of the IAM collective bargaining agreements provides for the IAM's appointment of an IAM Director.

Nothing in this letter shall be construed to limit the IAM in establishing its own procedures for the designation, removal and replacement of the IAM Director without the consent of any other party to the extent permitted by law.

This letter of agreement will become effective upon execution and will remain in effect concurrently with the 2003-2009 Agreements.

If this letter accurately reflects our agreement, please sign and return two (2) copies for our file.

Sincerely,
/s/Glenn F. Tilton _____
Glenn F. Tilton
Chairman, President and
Chief Executive Officer
UAL Corporation and United Air Lines, Inc.

Accepted and agreed this
1 st day of May 2003.

/s/Robert Roach
Robert Roach
General Vice President - Transportation

Letters of Agreement

Letter 05-07IT

July 1, 2005

Mr. S. R. Canale
President and Directing General Chairman
International Association of Machinists
and Aerospace Workers - District 141
1771 Commerce Drive, Suite 103
Elk Grove Village, IL 60007

Dear Randy:

This letter will confirm the agreement between the IAMAW and United Airlines in the negotiations leading to the 2005-2009 IAM Agreements with respect to health and welfare benefits for employees covered by the FTI and MI Agreements.

Effective September 1, 2005, the Company-paid retiree life insurance benefit will be eliminated.

As soon as practicable after the Effective Date of the 2005-2009 FTI and MI Agreements, the Fleet Technical Instructors and Related employees and Maintenance Instructor employees will participate in an open enrollment in the Employee Welfare Benefit Plan for Management Employees at the rates applicable to Management Employees.

Upon completion of the foregoing open enrollment, employees covered by the FTI and MI Agreements will contribute 20% of the total monthly cost of the Medical PPO, HMO, Traditional Dental and DHMO options.

If this conforms to your understanding of the agreement reached, please date and sign in the space provided below.

Sincerely,

/s/ Peter B. Kain

Peter B. Kain

Vice President - Labor Relations

Accepted and Agreed to this

1 st day of July, 2005

/s/ Randy Canale

S.R. (Randy) Canale

President and Directing General Chairman

International Association of Machinists

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