

**LETTER OF AGREEMENT
BETWEEN
UNITED AIRLINES, INC.
AND
THE FLIGHT ATTENDANTS
IN THE SERVICE OF
UNITED AIRLINES, INC.
AS REPRESENTED BY
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

AUG 14 2020

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between United Airlines, Inc. (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

WHEREAS, the world is facing a pandemic of historic proportions as a result of COVID-19 which has resulted in a reduction in passenger demand; and

WHEREAS, we find ourselves, individually and as a Company, in circumstances over which we have no control; and

WHEREAS, we anticipate an overage of flight attendants for the foreseeable future; and

WHEREAS, the parties believe every reasonable effort should be made to reduce the number of involuntary furloughs of flight attendants in the event that Congress does not pass another CARES Act that provides payroll support to the airline industry; and

WHEREAS, the 2016-2021 Flight Attendant Agreement (the "JCBA") only provides for the reduction of involuntary furloughs through Voluntary Furloughs and Furlough Mitigation Partnerships; now

THEREFORE, the parties agree to the following terms:

Voluntary Furlough and Furlough Mitigation Partnerships

1. The Company will continue to offer the Voluntary Furlough and Furlough Mitigation Partnership programs, as prescribed by the terms of the JCBA;
2. In the event that the Voluntary Furlough and Furlough Mitigation Partnership programs do not reduce the number of flight attendants subject to involuntary furlough to five thousand five hundred (5,500) or less, the following shall apply:

Voluntary Furlough

1. All Voluntary Furlough requests on file as of August 10, 2020 at 8:00 AM Central Time from flight attendants senior to the most junior five thousand five hundred (5,500) flight attendants subject to involuntary furlough will be awarded.

August 13, 2020

Furlough Mitigation Partnerships:

All Furlough Mitigation Partnership requests on file as of August 24, 2020 at 8:00 AM Central Time from flight attendants not subject to involuntary furlough will be awarded, in accordance with the terms of the JCBA.

Seniority:

Flight attendants who are placed on involuntary furlough or who elect to participate in the IVFMP will not accrue any seniority except for the purpose of flight attendant bidding;

Involuntary Furlough Mitigation Program (IVFMP)

1. The IVFMP provides a one-time voluntary, irrevocable opportunity to remain active and connected to United benefits in lieu of being placed on involuntary furlough;
2. Flight attendants who elect to participate in the IVFMP will maintain insurance at active rates;
3. All the terms and conditions of employment under the JCBA remain unchanged except as modified as herein;
4. Flight Attendants participating in the IVFMP will be required to maintain their qualifications for the duration of the program;
5. The Company will not contest unemployment claims made by IVFMP participants. The parties recognize that decisions with regard to unemployment are made by the respective state employment agencies and the Company will respond to inquiries from those agencies.

Involuntary Furlough:

1. The most junior five thousand five hundred (5,500) flight attendants subject to involuntary furlough will be placed on involuntary furlough, consistent with the terms of the JCBA;
 - a. It is anticipated that the seniority date of the most junior five thousand five hundred (5,500) flight attendants subject to involuntary furlough will be junior to August 2015. However, the parties recognize that this date is subject to change based on the system seniority list on the date of the award.
2. Any remaining flight attendants who are subject to involuntary furlough but who are senior to the most junior five thousand five hundred (5,500) flight attendants will be offered the following options on an individual basis:
 - a. In lieu of involuntary furlough, she/he may elect to participate in the Involuntary Furlough Mitigation Program; or
 - b. In the absence of an election under paragraph a., above, she/he will be placed on involuntary furlough, consistent with the terms of the JCBA.

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No Activity Line Process:

The number of No Activity Lines of flying (NAL) may not exceed the number of Flight Attendants having volunteered for the Involuntary Furlough Mitigation Program at each base.

Flight attendants who choose to participate in the No Activity Line (NAL) option do so under the following terms:

1. The individual is subject to being assigned to a NAL for thirteen schedule months, October 2020 through and including October 2021;
2. Each month, NALs will be made available for bid in each base where a flight attendant(s) participating in the IVFMP are based;
3. A NAL will be built without pairings or Reserve days of availability and will have no minimum value associated with the line;
4. A Flight Attendant awarded a NAL has no flying obligation to the company as there is no pay value associated with any NAL;
5. NALs will be awarded in seniority order and assigned in inverse seniority order at each individual base where the lines are made available for bid up to the maximum number of flight attendants from that base who elect to participate in the IVFMP, subject to paragraph 6, below;
6. For the duration of this Letter of Agreement:
 - a. In any month where it is necessary for the Company to further reduce staffing as a result of a lack of flying, the Company will offer Special COLAs to address the staffing reduction;
 - b. The Special COLAs will be awarded in seniority order among those flight attendants who are not participating in the IVFMP.
 - c. In the event that the Company is not able to award the number of Special COLAs necessary to reduce staffing due to a lack of interest in the Special COLA program, the Company retains the right to restrict the award of NALs for that month at an individual base(s) and will assign NALs in order to address the staffing reduction;
7. In the event the Company's headcount needs to increase during the course of this Letter of Agreement, the Company will eliminate NALs at an individual base(s) to accommodate that headcount before recalling flight attendants from involuntary furlough;
 - a. As NALs are eliminated at a base, the most senior flight attendant (s) in the IVFMP at that base who are subject to assignment to an NAL will be removed from the IVFMP and will no longer be subject to assignment to a NAL, although they may still bid for and be awarded a NAL in accordance of paragraph 5 above;
 - b. Once NALs are eliminated at a base, they cannot be reinstated;

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8. Flight attendants awarded/assigned NAL may, at their option, pick up pairings offered through advertisements from other flight attendants up to a maximum of thirty-five hours (35:00) per month;
9. Flight attendants awarded/assigned NAL will not be permitted to pick up from, or trade with, open time;
10. Flight attendants awarded/assigned NAL will not be permitted to pick up from or trade with another flight attendant except through advertisements;

Duration and Effect:

1. This Letter of Agreement shall remain in effect through the end of the October 2021 schedule month, subject to paragraph 2 and 3 below;
2. Nothing in this Letter of Agreement shall be deemed to limit the Company's right to announce a further reduction(s) in personnel subject to the terms of Section 18 of the JCBA;
3. In the event that the Company announces a further reduction in personnel under the terms of Section 18 of the JCBA, this Letter of Agreement shall remain in effect up to the effective date of the new involuntary furlough, unless otherwise agreed to by the parties in writing;
4. This Letter of Agreement does not modify any terms of the JCBA except as explicitly provided for above;
5. This Letter of Agreement is entered into without setting either practice or precedent for any future situation;
6. This Letter of Agreement shall not be referenced in any dispute or proceeding except as may be necessary to enforce its terms.


The parties hereto have signed this Letter of Agreement this 13th day of August 2020.

**FOR THE FLIGHT ATTENDANTS
IN THE SERVICE OF UNITED
AIRLINES, INC.**



Ken Diaz, President
United MEC

FOR UNITED AIRLINES, INC:



John Slater
Senior Vice President – Inflight Services