LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE FLIGHT ATTENDANTS
in the service of
UNITED AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

EXPEDITED ARBITRATION

THIS LETTER OF 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 AIRLINES, INC. (hereinafter referred to as the "Company") and the FLIGHT ATTENDANTS in the service of UNITED AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS - CWA (hereinafter referred to as the "Association").

WHEREAS, the Association and the Company are desirous of establishing an alternate method of dispute resolution to supplement current procedures which will enhance the parties efforts to expeditiously and efficiently resolve pending grievance;

NOW, therefore, it is mutually agreed that the following procedures shall be utilized for expedited arbitration for the purpose of resolving disputes which may arise under the terms of the Flight Attendant Agreement.

- 1. For each day designated and scheduled for Expedited Arbitration, the Company and the Association shall mutually agree to the selection of one neutral, to be chosen from a Panel of Arbitrators mutually agreed upon by the parties, together with one Association appointed member and one Company appointed member, to constitute the Expedited Arbitration Board of Adjustment (hereinafter "Board").
- 2. The parties agree to meet and confer on a monthly basis to determine which cases will, by mutual agreement, be scheduled for Expedited Arbitration in the next month, such that both parties will have a minimum of twenty (20) days advance notice of the Expedited Arbitration schedule.
- 3. The Board shall sit for a minimum of twelve (12) days per year pre-determined by the parties and is authorized to hear and decide only those cases that are mutually agreed upon by the parties. When dates scheduled for traditional Arbitration are cancelled, the parties will make a reasonable effort to use in place the Expedited Arbitration process.
- 4. At the conclusion of each day of Expedited Arbitration, the Board shall issue a written award (without a written opinion) no later than at the conclusion of said day, for each case heard during that day. Awards issued by the Expedited Arbitration Board shall not

- establish precedent and will not be used or referred to in the future by either party in any other proceedings except to enforce the terms of the award.
- 5. Each party agrees to waive its right to arbitration pursuant to Section 27 of the Agreement by submitting a case to Expedited Arbitration.
- 6. Each party shall be represented by any one person that it may choose and designate, and each party shall be limited to one other person to testify. Such testimony may be provided either in person or by telephone.
- 7. Each party shall inform the other party, in writing (stating name and case number), of the identity of its witness, if any, who will testify at least ten (10) working days prior to the date the case is to be heard. Such notice will specify for each such person whether they will offer testimony in person or by telephone.
- 8. For cases that have not gone through the DRC (Dispute Resolution Committee) process, each party will provide to the other party a written statement of the issue(s), its position on the issue(s), and a list of material facts it believes to be in dispute to the other party at least ten (10) working days prior to the date the case is scheduled to be heard. Each party shall thereafter provide copies of all exhibits, documents, System Board awards and decisions, and any other arbitral precedent or treatise materials it intends to submit into evidence or refer to in the proceedings to the other party at least five (5) working days prior to the date the case is to be heard.
- 9. Each party shall have no more than thirty (30) minutes to present its case. This thirty (30) minute period shall include the party's opening statement (if one is desired), the direct examination of its own witness, and the cross-examination of the other party's witness, rebuttal and closing. All documentary evidence must be submitted by the parties within the time set forth in this paragraph.
- 10. Once either party has presented evidence in support of its case, there will be no adjournments or postponements of the hearing.
- 11. The time, date and location of the hearing must be agreed to by the parties.
- 12. The Board is prohibited from calling any additional witnesses, except those witnesses so designated in Paragraphs 6 and 7 above, to testify in the proceeding.
- There shall be no transcripts or electronic records made of the proceedings.
- 14. Nothing in this Agreement shall prevent the parties from mutually agreeing to waive the time provisions in paragraphs 2, 7 and 8.
- This Letter of Agreement will become effective as of the date of signing.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this 12th day of February, 2008.

WITNESSES:

FOR UNITED AIRLINES, INC.

Pamela S Wilson

John D. Nelsor

Managing Director Labor Strategy

Elizabeth A. Cavanagh

FOR THE FLIGHT ATTENDANTS
IN THE SERVICE OF UNITED

AIRLINES, NC.

Maria //. Torre

Gregory E. Davidowitch, President

United Master Executive Council

Association of Flight Attendants-CWA, AFL-CIO

Maureen A. Kerrigan

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