

September 3, 2009

Mr. Richard A. Delaney
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 Rich,

This letter will confirm the Company's commitment subject to the conditions outlined below to staff the United Express operation at O'Hare field (the O'Hare UAX Operation) with IAM-represented Ramp Service employees and Customer Service employees. In exchange for this commitment, the parties agree to the following terms:

- A. The Company may implement the terms of the Dependability Point System, attached as Exhibit A, immediately.
- B. The Company may, for all purposes and applications stated in the respective Agreements, treat the O'Hare UAX Operation as an additional location within the Chicago area seniority point as defined in Article X-B of the Ramp and Stores Agreement and Article X-G-2 of the Public Contact Employees' Agreement.
- C. If, after entering this agreement, either:

- (1) the Company determines that economic circumstances dictate that the Company must transition the work in support of the O'Hare UAX operation to a service provider(s); or

- (2) the Company determines that the Dependability Point System has unanticipated adverse consequences that are detrimental to the Company's interests;

then, with a minimum of 90 day notice from the Company to the Union, the terms of this letter will become null and void. In such a case, neither party to this agreement will be obligated to paragraphs A and B above and the dependability management process in effect on August 1, 2009 will be reestablished on a prospective basis.

- D. The Company may choose to invoke the terms of paragraph C above without providing the Union advance notice under the following circumstances:

- 1. an act of nature;
- 2. a strike or labor dispute;
- 3. a reduction of the Company's operation 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;
- 4. a revocation of the Company's operating certificate(s) or the grounding of a substantial number of the Company's aircraft by government action;
- 5. a declared or undeclared war, national emergency or act of terrorism;
- 6. compulsion by a government agency, legislative or court action.

- E. If at a later date the Company identifies a need to outsource baggage service functions at hubs and metro stations and/or public contact functions at current line stations (i.e., CSR tasks performed at the check-in counter, boarding gate or which involve baggage handling), prior to reaching a decision to affect such outsourcing, the Company will meet with the Union to discuss alternative courses of action and the Company will assess the actual benefits produced by the dependability point system when evaluating the outsourcing initiative.

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F. This letter and each of its terms shall terminate and be null and void and of no force or effect whatsoever as of the effective date of successor agreements to the current 2005-2009 collective bargaining agreement unless this letter is expressly renewed in and by such successor agreements.

If this accurately reflects our agreement, please date and sign below.

Sincerely,

Thomas M. Sullivan

Managing Director – Labor Strategy

Accepted and agreed to this
_____ day of September, 2009

Richard A. Delaney
President and Directing General Chairman
IAMAW – District 141