

Maternity Policy
Paternity Policy

LHRSW

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Paternity Policy

Adoption Policy

Maternity Policy

1. Introduction

- 1.1 This Maternity Policy:
- (a) Has been agreed between United and AFA;
 - (b) Applies to the extent permitted by applicable law; and
 - (c) Includes provisions on health and safety, UK statutory maternity leave, suspension on maternity grounds and alternative ground work (AGW) during pregnancy and breastfeeding.
- 1.2 Please read this Maternity Policy carefully. It sets out important information concerning your maternity rights and entitlements, including steps you need to take in relation to notifying United of your pregnancy and what you need to do if you wish to return to work after having your baby. If you have any queries about the operation of the policy or the content of any letters that you are required to send, please speak to United's Human Resources Department. You may also speak to your local AFA representative.
- 1.3 This Maternity Policy may be amended as necessary to conform to any relevant changes in the UK statutory maternity framework.

2. Qualifying requirements

- 2.1 To qualify for the benefits under this Maternity Policy, you must:
- (a) Be and remain domiciled at the relevant time at Heathrow, London; and
 - (b) Possess the right under UK law to perform normal flight attendant duties and alternative ground work as described in Section 5 herein.

3. Notification of pregnancy

- 3.1 As soon as you become aware that you are pregnant, you must notify your Supervisor and United's Human Resources Department of your pregnancy.

4. Health and Safety

- 4.1 A central feature of the Maternity Policy is that, as a new, expectant or breastfeeding mother, you will not be permitted to perform flight duties in circumstances where a health and safety risk has been identified.
- (a) Throughout the Maternity Policy, the expression "health and safety risk" means a risk to the health and safety of you and your baby (both before and after birth), but where relevant also takes account of risks to others such as your colleagues and United's customers.

- (b) Throughout the Maternity Policy, the expression "unable to fly for a health and safety reason" refers to your inability to fly as a result of a health and safety risk having been identified.
- (c) The existence and degree of a health and safety risk is identified by performing what is known as a "risk assessment". This involves both a *general* risk assessment and a process for performing an *individual* risk assessment once a flight attendant has notified United of her pregnancy.
- (d) It is the intention of United and AFA that you should be free to continue with your flight duties up to the end of the 31st week of your pregnancy and also while breastfeeding, subject at all times to the outcome of the individual risk assessment.

General risk assessment

- 4.2 The general risk assessment examined the general health and safety risk involved in continuing flight attendant duties while pregnant or breastfeeding. United has conducted this assessment in consultation with AFA and a summary copy of the outcome of the assessment will be provided to individual flight attendants as part of the individual risk assessment process and also upon request.

Individual risk assessment

- 4.3 The individual risk assessment will focus on the specific circumstances of your case.

To this end, as soon as you become aware that you are pregnant, you must arrange for your G.P. (or other registered medical practitioner or registered midwife) to complete the enclosed "Medical Certificate for Pregnant/ Breastfeeding Flight Attendant Form". This certifies whether or not you are unable to fly for a health and safety reason. The medical certification must be provided to your Supervisor and United's Human Resources Department.

- (b) To assist your G.P. (or other registered medical practitioner or registered midwife), he/she will also be sent a copy of the general risk assessment referred to above, and a full list of the duties of a flight attendant. United and AFA will periodically review the list to ensure that it remains up to date. You should review these duties and risks carefully and discuss with your G.P. (or other registered medical practitioner or registered midwife) whether, with regard to the particular features of your case, you are unable to fly for a health and safety reason.
- (c) The medical certification from your G.P. (or other registered medical practitioner or registered midwife) must be provided every month in which you continue to fly and provided to your Supervisor and United's Human Resources Department.

5. Alternative Ground Work (AGW)

Offer of AGW

- 5.1 If at any time you are unable to fly for a health and safety reason related to pregnancy

or breastfeeding (see Section 4 above), United will offer you alternative ground work duties ("AGW duties").

- (a) Throughout the Maternity Policy, "AGW duties" means suitable duties of a general administrative nature that you may perform within any of the following United departments that are currently based at Heathrow airport and/or in London: the Onboard Services Department, the Cargo Services Department, the Sales Team, the Marketing Team or the Human Resources Department.
- (b) So long as AGW duties remain as defined above, the precise tasks you perform may be changed from time to time depending on the availability of AGW generally and the business requirements of United. The definition of AGW duties will not be substantially changed without United first advising AFA of the reason for the change and affording AFA an opportunity to confer with United.

5.2 Following a period of AGW duties, if you wish to recommence flying duties, you may do so, subject at all times to the outcome of the individual risk assessment. For the avoidance of doubt, you may be offered AGW duties on more than one occasion provided that on every occasion it is because you are unable to fly for a health and safety reason. However, it will not be acceptable for you to perform AGW duties on a "week on week off" basis. The operation of this aspect of the Maternity Policy must be to balance the reasonable requirements of United's business whilst preventing a health and safety risk to the flight attendant in question.

5.3 AGW duties will normally be offered on the basis of a full time week of 37.5 hours. United will explain to you matters such as the duties you will perform, the person to whom you report, and the person with whom contact should be made in order to resolve any day-to-day difficulties or payroll issues.

5.4 Throughout your AGW period:

- (a) You will devote the whole of your working time and attention to your AGW duties;
- (b) You agree to use all reasonable skill and care in carrying out your AGW duties;
- (c) You must conduct yourself at all times in accordance with the United Airlines Code of Business Conduct, the Flight Attendant's Articles of Conduct and all United Regulations and Policies in force from time to time;
- (d) You are required to observe the relevant Heathrow Base ground policies, rules and regulations that are from time-to-time in force. In particular, you will observe the rules relating to hours of work and flexible scheduling appropriate to AGW duties;
- (e) You shall remain subject to the United Onboard Services disciplinary and grievance procedures as set out in the United/AFA Agreement; and
- (f) You are required to undergo any training United may require so that you may

perform your AGW duties (in which case, such training will be considered part of your normal AGW duties).

- 5.5 It is hoped that there will be no problems with your conduct or performance while you perform AGW duties. However, if your conduct or performance while you perform AGW duties falls below the level expected by United, your AGW duties may be terminated and you will be deemed to have unreasonably refused AGW (see paragraph 5.12 below). However, where problems with performance arise from the AGW duties themselves posing a health and safety risk, and where no appropriate modification of the AGW duties is possible, you will be suspended from work on maternity grounds (see paragraph 5.13 below).

Part time/reduced hours/flexible AGW duties

- 5.6 AGW duties will normally be offered on a full time basis. However, United will give serious consideration to and try to accommodate, where reasonably possible, requests to work on the ground on a part time, reduced hours or flexible basis in the circumstances where you have genuine and significant personal reasons for making such a request, such as childcare commitments. For the avoidance of doubt, United is under no obligation to offer part time, reduced hours or flexible AGW duties in the circumstances where it does not meet United's operational needs at the time of the request. However:

- (a) If such a request is accommodated, your AGW pay will be on a pro rata basis to reflect the part time or reduced hours basis of the AGW.
- (b) If your monthly AGW schedule, or pro rata portion thereof, is up to and including 50% of the standard full time AGW schedule, you will be entitled to 50% of the benefit of your normal terms and conditions relating to the accrual of vacation and the accrual of sick leave. Other than sick leave and vacation accrual, your benefits will continue as normal during your AGW period, in accordance with the terms of the United/AFA Agreement.
- (c) If your monthly AGW schedule, or pro rata portion thereof, is over 50% of the standard full time AGW schedule, you will be entitled to accrue and receive your benefits as normal during your AGW period, in accordance with the terms of the United/AFA Agreement.

No offer of AGW

- 5.7 If no AGW duties are available, you will be suspended from work on maternity grounds and, subject to any legal entitlement, receive statutory maternity suspension pay (see paragraph 5.13 below). However, if you prefer, you may draw down from any entitlement in your sick leave bank as an alternative to receiving statutory maternity suspension pay (subject at all times to the terms of the United/AFA Agreement and any United rule, policy or regulation in force from time to time). If you opt to draw down from your sick leave bank, you will exclude yourself from all of the benefits set out in Section 5 of the Maternity Policy (see paragraph 5.12 below).

Refusal of AGW

- 5.8 If AGW duties are offered to you, but you refuse them, what happens next depends

upon whether your refusal is seen as reasonable or unreasonable under the terms of the Maternity Policy. The fact that this Maternity Policy describes certain refusals as "unreasonable" does not mean that any disciplinary issue therefore arises (see paragraph 8.2 below); but it does have consequences for how you are paid. The example of a refusal given below is not exhaustive.

Reasonable grounds of refusal

- 5.9 An example of a reasonable refusal of AGW duties is where your G.P. (or other registered medical practitioner or registered midwife) certifies that the AGW duties themselves pose a health and safety risk and no appropriate modification of the AGW duties is possible.
- 5.10 If your refusal is reasonable, you will be suspended from work on maternity grounds and receive statutory maternity suspension pay (see paragraph 5.13 below). However, before you can be suspended from work, you must ensure that your G.P. (or other registered medical practitioner or registered midwife) has completed the enclosed "Medical Certificate for Pregnant/Breastfeeding Flight Attendant Form" (see paragraph 4.3 above) to confirm that you are unable to fly for a health and safety reason.

Unreasonable grounds of refusal

- 5.11 Subject to the Maternity Policy Grievance Process (see Section 7 below); you will be deemed to have unreasonably refused the offer of AGW duties if you refuse in any of the following circumstances:
- (a) You consider that AGW duties are, in and of themselves, unsuitable and inappropriate for you;
 - (b) You consider AGW duties to be on terms substantially less favourable than your normal terms (for example, with regard to your duties, status, benefits and any similar such terms);
 - (c) You consider your remuneration for AGW duties to be insufficient, whether on a full time or part time, reduced hours or flexible (i.e. pro rated) basis;
 - (d) The distance you live from Heathrow and/or London makes it impractical for you to commute daily to perform your AGW duties *and* you are otherwise unable or unwilling to change your personal circumstances in order to accommodate your schedule of AGW duties (e.g. by temporarily moving to within a commuting distance of Heathrow and/or London); or
 - (e) You are unwilling to perform any part time, reduced hours or flexible AGW duties (if offered to you) on the grounds of the pro rata reduction in AGW pay and/or (if applicable) the reduction in benefits (as set out in paragraph 5.6 above).
- 5.12 If your refusal is unreasonable, you will not be eligible to receive statutory maternity suspension pay but you may choose either:
- (a) To draw down on any entitlement in your sick leave bank; or

- (b) To take unpaid medical leave of absence,

provided that in either case you remain subject at all times to the terms of the United/AFA Agreement and any United rule, policy or regulation in force from time to time. (In effect, therefore, you are free to draw down from your sick leave bank as an alternative to participation in Section 5 of this Maternity Policy, but by doing so you will exclude yourself from the benefits of Section 5 of this Maternity Policy.)

Statutory maternity suspension

5.13 If you are suspended on maternity grounds, subject to legal entitlement you are entitled to receive statutory maternity suspension pay. You will be provided with a properly itemised payslip that incorporates the same information that is on your normal payslips. This is calculated as a week's pay in respect of each week of the period of suspension (or proportionately for part of a week).

- (a) The amount of a week's pay is based on the average remuneration paid and the average number of hours worked in the last twelve weeks before the day before the suspension begins.

- (b) For these purposes, "remuneration" refers to that portion of your gross income that is derived from the pay factors listed in Section 5 of the United/AFA Agreement, plus any duty free commission received and also plus any performance incentive, profit sharing and other success sharing pay factors received. Per diem, however, is not included.

- (c) During a statutory maternity suspension period, you will be entitled to the benefit of your normal terms and conditions of "active" employment (that is, those terms which would apply had you not been absent from active flight duties) relating to:

- (i) Seniority;
- (ii) Years of service for purposes of the United Airlines UK Group Stakeholder Plan and any other retirement benefits offered by United;
- (iii) Medical, dental, life insurance and other COBRA-related benefits (in each case, provided you continue to pay the normal premium and subject at all times to the rules of the relevant insurance scheme); and
- (iv) Payment of performance incentive, profit sharing and other success sharing pay factors for which entitlement was earned prior to the commencement of the statutory maternity suspension.

- (d) Other than as referred to in paragraphs 5.13(a) to (c) above, you will not be entitled to any other benefits during a statutory maternity suspension period.

5.14 You may not concurrently draw down from any entitlement in your sick leave bank during a period when you are receiving statutory maternity suspension pay.

AGW Pay

5.15 You will normally be paid a daily rate for each day per month you perform AGW

duties, calculated as follows:

- (a) AGW pay will be based upon the average number of credited flight time hours flown over the last four months of your schedule (that were uninterrupted by any unpaid absences).
- (b) If your average monthly credited flying hours is above 75, United will rely on your gross income amount from your pay cheques (inclusive of any flight allowances earned during that period) to calculate a daily rate of AGW pay. For your information, these flight allowances include the pay elements set out in Section 5 of the United/AFA Agreement, plus any duty free commission received and also plus any performance incentive, profit sharing and other success sharing pay factors received.
- (c) If your average monthly credited flying hours are below 75, the daily rate of AGW pay will be based upon either:
 - (i) A deemed minimum of 75 flying hours pay, calculated in accordance with the hourly rates of pay contained in Section 5 of the United/AFA Agreement ; or
 - (ii) A gross income average of actual credited flying hours (inclusive of any flight allowances earned during the previous four month period),whichever is the higher amount.
- (d) In calculating AGW pay, United uses an average monthly rate of pay and multiplies it by 12 and then divides that figure by 52. This provides a weekly rate of pay, which will be divided by five so as to determine a daily rate of AGW pay.
- (e) For the avoidance of doubt, AGW pay does not include per diem.

5.16 AGW pay will be paid in a single monthly instalment on the 16th of each month during which AGW is performed, but otherwise in accordance with normal payroll procedures. You will be provided with a properly itemised payslip that incorporates the same information that is on your normal payslips, such as hours worked, rate of pay, tax deductions, deductions for medical and dental insurance, deductions for union dues, current sick leave bank entitlement, and so on.

5.17 During any periods where you are performing AGW duties, you remain entitled to receive performance incentives, profit sharing and other success sharing pay factors. Your actual AGW earnings will be included in the calculation of this remuneration.

Sick leave during AGW

5.18 Except during the last 4 weeks before the expected week of confinement (see paragraph 6.2 (d) below), you may draw upon any remaining entitlement in your sick leave bank during a period of performing AGW duties only if you are sick or otherwise for a reason consistent with Section 19 of the United/AFA Agreement and any United policies and procedures in force from time to time. In such circumstances, the daily rate of utilisation of your sick leave bank will be calculated in accordance with the following formula:

The daily rate of AGW pay (expressed in US Dollars) as determined at paragraph 5.15 (d) above, divided by your hourly rate of flight pay as shown in Section 5 of the United/AFA Agreement (the "incentive" rate shown on the 16th of the month payslip) equals the hours of sick bank used per day of AGW whilst sick.

Rights and obligations during AGW

5.19 During the performance of AGW duties:

- (a) Your AGW pay will be recalculated to account for any increase or decrease in your flight attendant hourly rate of pay.
- (b) Your terms and conditions of employment will continue (unless you or United terminate your employment) and you will be treated in all respects as if you were performing active flight duties, both in terms of the benefits to which you are entitled and the obligations you owe United. The only exceptions to this are that:
 - (i) You are not entitled to receive your normal remuneration. Instead, you will receive AGW pay (see paragraph 5.15 above);
 - (ii) If you perform AGW duties on a part time, reduced hours or flexible basis:
 - your AGW pay will be reduced on an appropriate pro rata basis to reflect the part time or reduced hours basis of the AGW duties; and
 - your AGW benefits may also be reduced (in accordance with paragraph 5.6 above); and
 - (iii) You will be released from any contractual requirements that are inconsistent with the performance of AGW duties, the most obvious being the requirement to perform flight duties.

6. Maternity Leave

Ordinary Maternity Leave

6.1 Subject to the notice requirements set out below, entitlement to 26 weeks' ordinary maternity leave applies to all eligible flight attendants regardless of length of service.

When will ordinary maternity leave start?

6.2 Within the following limits, it is your decision as to when you commence your maternity leave:

- (a) You cannot start ordinary maternity leave before the 11th week before your expected week of childbirth;
- (b) The latest date you can start ordinary maternity leave is the date your baby is actually born;
- (c) If you give birth before the date you intended to start your ordinary maternity

leave, it will start automatically on the day your child is born. In these circumstances, **you must notify United in writing** as soon as is reasonably practicable that you have given birth; and

- (d) Your ordinary maternity leave will also start automatically if at any time during the 4 weeks prior to your expected week of childbirth (i.e. this may be before your *intended* maternity leave start date); you become sick with a pregnancy-related illness. In these circumstances, **you must notify United in writing** as soon as is reasonably practicable that you are absent from work because of a pregnancy related reason.

What do you have to do to exercise your entitlement?

- 6.3 To exercise your entitlement to ordinary maternity leave **you must advise United's Human Resources Department in writing** no later than the end of the 15th week before your expected week of confinement (or if that is not reasonably practicable, as soon as is reasonably practicable):

- (a) That you are pregnant;
- (b) Of the date of your expected week of childbirth; and
- (c) Of the date you wish your ordinary maternity leave to start.

Remember, your entitlement to both the 26-week period of ordinary maternity leave and the 26 week period of additional maternity leave is only ensured once you have complied with this step.

- 6.4 You must also provide a MAT B1 certificate confirming your pregnancy and expected week of childbirth. You can obtain this certificate from your doctor, midwife or health visitor at any time from the 20th week before the expected week of confinement.

- 6.5 You may change your mind about when you want to start your ordinary maternity leave, provided **you notify United in writing** at least 28 days before the earlier of the date originally notified or the proposed new date (or, if that is not reasonably practicable, as soon as is reasonably practicable). However, as with your initial notification, the revised date cannot be earlier than the beginning of the 11th week before your expected week of childbirth.

- 6.6 Once United has received notification from you confirming the date on which you want your ordinary maternity leave to commence, it will write to you (within 28 days of your notice) so as to clarify the date on which your maternity leave will end. The expected date of your return to work will depend on whether you are entitled to ordinary maternity leave alone or both ordinary maternity leave and additional maternity leave (see below).

Rights and obligations during ordinary maternity leave

- 6.7 During your ordinary maternity leave period:
 - (a) You will be entitled to the benefit of your normal terms and conditions of "active" employment (that is, those terms which would apply had you not been absent from active flight duties) relating to:

- (i) Seniority and its accrual;
 - (ii) Years of service for purposes of the United Airlines UK Group Stakeholder Plan and any other retirement benefits offered by United;
 - (iii) The accrual of sick leave bank entitlement and the right to draw down on any entitlement in your sick leave bank (see paragraphs 6.11 to 6.12 below);
 - (iv) The accrual of vacation;
 - (v) The accrual of uniform points;
 - (vi) Life insurance;
 - (vii) Travel privileges on United and other airlines, subject at all times to the terms of the relevant interline agreements in force from time to time;
 - (viii) Medical, dental, long term care and other insurance coverage (in each case, provided you continue to pay the normal premium and subject at all times to the rules of the relevant insurance scheme) and
 - (ix) Payment of performance incentive, profit sharing and other success sharing pay factors for which entitlement was earned prior to the commencement of the ordinary maternity leave period.
- (b) Provided that you meet the qualifying requirements, you may be entitled to receive either short or long term disability insurance payments;
- (c) You will not be entitled to salary. Instead, where you meet the relevant qualifying criteria (please contact United's Human Resources Department for details); you will receive UK Statutory Maternity Pay ("SMP") (see paragraph 6.8 below). You will be provided with a properly itemised payslip that incorporates the same information that is on your normal payslips.
- (d) You will remain bound by your obligations under the terms of your employment except for any obligations which require you to attend for or perform any work.

6.8 SMP is currently paid for a total of 39 weeks at 90% of your average earnings for the first 6 weeks and then at a weekly rate set by the UK government for the remaining 33 weeks of your ordinary maternity leave period (i.e. it is payable for the first 26 weeks of ordinary maternity leave and the first 13 weeks of additional maternity leave). Where you have been performing flight duties, this calculation takes account of the pay factors listed in Section 5 of the United/AFA Agreement, plus any duty free commission received and also plus any performance incentive, profit sharing and other success sharing pay factors received. Per diem is not included. Where you have not been performing flight duties, this calculation takes account (as appropriate and to the extent required) of AGW pay and/or statutory maternity suspension pay and/or pay received from drawing down from any entitlement in your sick leave bank.

6.9 Other than with regard to the benefits dealt with under paragraph 6.7 above, your benefits will continue during ordinary maternity leave only to the extent provided for

by the United/AFA Agreement and any relevant United policies. For the avoidance of doubt, unless stated otherwise in this policy, ordinary maternity leave will be treated as a period of medical leave of absence due to pregnancy under Section 23D of the United/AFA Agreement.

Returning to work

- 6.10 The following notice requirements are relevant in the context of returning to work during or at the end of a period of ordinary maternity leave, and take precedence over any longer notice periods in the United/AFA Agreement dealing with returning to work after a medical leave of absence:
- (a) If you intend to return immediately after the 26 week ordinary maternity leave period, you do not have to give United notice.
 - (b) If you intend to return before the end of the 26 week period, **you must give United at least 8 weeks' notice in writing** of the date on which you intend to return.
 - (c) If you fail to give such notice United is entitled to postpone your return date by until the 8 weeks' notice period has expired or until the end of the 26 week ordinary maternity leave period, whichever is the earlier.

Sick leave status

- 6.11 You may choose to remain on sick leave status during your ordinary maternity leave until:
- (a) Your accrued sick leave hours are exhausted; or
 - (b) The 42nd day following the birth of your baby; or
 - (c) You elect to be placed on medical leave of absence due to pregnancy,
- whichever is the earlier date.
- 6.12 Sick leave hours may not be used during maternity leave after the 42nd day following the birth of your child, except in circumstances consistent with United's policies and procedures in force from time to time.

Compulsory maternity leave

- 6.13 No employee entitled to ordinary maternity leave can be permitted to return to work for 2 weeks after childbirth.

Additional Maternity Leave

- 6.14 Provided that you have given United all the information relevant for Ordinary Maternity Leave, then you qualify for Additional Maternity Leave for a further 26 weeks. If you qualify for and wish to take some or all of your entitlement to additional maternity leave, that additional maternity leave will be treated for the purposes of Section 23A of the United/AFA Agreement as a Personal Leave of Absence notwithstanding the requirements of the service, up to a maximum of 26

weeks. As set out in paragraph 6.8, subject to you meeting qualifying conditions, SMP will be payable for the first 13 weeks additional maternity leave.

Notice Requirements

- 6.15 Provided that you have given United all the information required to qualify for ordinary maternity leave (as set out above) you do not need to give United any further notice that you intend to take advantage of your additional leave entitlement. Additional maternity leave will start automatically after the end of the ordinary maternity leave period.

Rights and obligations during additional maternity leave

- 6.16 If your expected week of childbirth falls on or after the 5th October 2008, during your additional maternity leave period you will be entitled to the benefit of those terms listed in paragraph 6.7. If your expected week of childbirth falls before the 5th October 2008, during your additional maternity leave period:

- (a) you will be entitled to the benefit of the following terms (consistent with the Personal Leave of Absence provisions currently contained in section 23A United/AFA Agreement) relating to:
 - (i) Seniority;
 - (ii) Years of service for purposes of the United Airlines UK Group Stakeholder Plan and any other retirement benefits offered by United; and
 - (iii) On line travel benefits for the first 90 days of leave.
- (b) other than as set out in paragraph 6.17(a) above, your terms and conditions of employment will continue during additional maternity leave only to the extent provided for by the United/AFA Agreement and any relevant United policies (with regard to Personal Leave of Absence).

Returning to work

- 6.17 The following notice requirements are relevant in the context of returning to work during or at the end of a period of additional maternity leave, and take precedence over any longer notice periods in the United/AFA Agreement dealing with returning to work after a medical leave of absence.
- (a) If you intend to return immediately after your additional maternity leave period, you do not have to give United notice.
 - (b) If you wish to return to work before the end of your additional maternity leave, you must give United 8 weeks' notice in writing of the earlier date on which you wish to return.
 - (c) If you fail to give 8 weeks' notice in writing, United may postpone your return to work by 8 weeks or until the end of your additional maternity leave, whichever is the earlier.

7. Keeping in Touch Days

- 7.1 You may work (including attending training) for up to 10 days during your maternity leave without bringing your maternity leave or SMP to an end. Any keeping in touch days worked do not extend the period of maternity leave.
- 7.2 You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth.
- 7.3 We may make reasonable contact with you from time to time during your maternity leave. For example, shortly before you are due to return to work, we may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work. This may include:
- (a) updating you on any changes that may have occurred;
 - (b) discussing any necessary training; and
 - (c) discussing any changes to working arrangements.

8. Maternity Policy Grievance Process

- 8.1 It is hoped that this Maternity Policy can be applied to the satisfaction of United, AFA and the flight attendants to which it relates. However, it is recognised that from time to time disagreements may arise in relation to the interpretation and application of this Maternity Policy. United's policy is to encourage free communication between flight attendants and the company. This grievance process therefore aims to ensure that questions and problems arising from the operation of the Maternity Policy can be aired and, where possible, resolved quickly and to the satisfaction of all concerned.
- 8.2 You should therefore adopt the following procedure in circumstances where you wish to present a grievance arising out of the interpretation and application of this Maternity Policy. Application of the following procedure is discretionary and is not a contractual entitlement.
- 8.3 The rights set out in the Maternity Policy derive from UK law and not from the United/AFA agreement. UK law provides for minimum standards for grievance procedures and it is intended that Section 7 of the Maternity Policy is compliant with those standards. For the avoidance of doubt, grievances relating to the application of this Maternity Policy will not be addressed under the Grievance Procedures set out in the United/AFA Agreement and/or any other United Onboard Services grievance procedures in force from time to time. The applicable procedure for grievances under the Maternity Policy is set out below.

Statement of grievance

- 8.4 If you believe that you have a grievance relating to any issue arising from an interpretation or application of the Maternity Policy, you should verbally state that you have a grievance and explain the brief particulars of that grievance to the Head of

Human Resources for Onboard Services at Heathrow (and, in his/her absence, to your supervisor). You will be given a Maternity Policy grievance number. The Maternity Policy grievance number and your name will be communicated to both the LHRSW base manager and to the AFA Council 7 President.

- 8.5 It is your responsibility to verbally state the fact that you have a grievance and explain the brief particulars of that grievance to United within 15 days of the disputed decision.

Meeting

- 8.6 You will be invited to attend a meeting with the Head of Human Resources for Onboard Services at Heathrow and another senior member of management. In circumstances where the Head of Human Resources participated in the decision in respect of which the grievance is being made, then a different department head will hear your grievance. Prior to the grievance meeting, you must submit (doing so in consultation with AFA) a detailed written statement of the grounds of your grievance. It is acknowledged by United and AFA that this will constitute your step 1 letter for the purposes of the Employment Act 2002 (Dispute Resolution) Regulations 2004. During the grievance meeting, you will be given an opportunity to state your case relating to the disputed decision.
- 8.7 You may be represented by AFA at the grievance meeting or you may be accompanied by a fellow flight attendant colleague. Where your AFA representative or chosen colleague is not available to attend on the date proposed for the meeting, it will be re-arranged for the soonest practical time that is mutually convenient for you, your AFA representative or companion and United.
- 8.8 United will provide you with a written decision, with reasons, normally within 15 days of the grievance meeting. United reserves the right to confirm, amend or overturn the original decision.

Appeal

- 8.9 If you wish to appeal, you must inform United within 15 days of the date you receive United's written response to your grievance. You should set out the grounds for your appeal in writing and send it to United's LHRSW manager.
- 8.10 You will be invited to attend a meeting with United's UK base manager and you will be given an opportunity to state your case relating to the disputed decision. You may be represented by AFA at the appeal meeting or you may be accompanied by a fellow flight attendant colleague. Where your AFA representative or chosen colleague is not available to attend on the date proposed for the appeal, it will be re-arranged for the soonest practical time that is mutually convenient for you, your AFA representative or companion and United.
- 8.11 United will provide you with a written decision, with reasons, normally within 15 days of the appeal. United reserves the right to confirm, amend or overturn the original decision. Whatever the outcome of your appeal hearing, the decision is final and no further appeal within United may be made, save for the purposes of utilising the Maternity Policy mediation procedure agreed by United and AFA.

9. General

- 9.1 Before returning to work after your maternity leave, you must be certified by United's medical department as medically fit to return to active flight duties.
- 9.2 The Maternity Policy has been developed solely for the purpose of assisting those employees, who are pregnant, have recently given birth or who are breastfeeding. Any attempt by you to act dishonestly or in bad faith in respect of any of the above policy will be dealt with in accordance with the United Onboard Services Disciplinary Procedures.
- 9.3 Where the terms of this Maternity Policy refer to any clauses in other agreements, such as the United /AFA Agreement, it shall include references to such agreements as amended from time to time.

Without prejudice
Subject to contract

Paternity Policy

1. Introduction

1.1 This Paternity Policy:

- (a) Has been agreed between United and AFA;
- (b) Applies to the extent permitted by applicable law; and
- (c) Includes provisions on UK statutory paternity leave.
- (d) Is separate from the Collective Bargaining Agreement Paternity Policy. Flight Attendants may choose to use either the CBA Paternity Policy or the LHR Paternity Policy, but not both.

1.2 Please read this Paternity Policy carefully. It sets out important information concerning your paternity rights and entitlements, including steps you need to take in relation to notifying United of your intention to take paternity leave. If you have any queries about the operation of the policy please speak to United's Human Resources Department. You may also speak to your local AFA representative.

2. Qualifying Requirements

2.1 To qualify for the benefits under this Paternity Policy, you must:

- (a) be and remain domiciled at the relevant time at Heathrow, London; and
possess the right under UK law to perform normal flight attendant duties and alternative ground work as described in Section 5 of United's Maternity Policy; and
either have or expect to have responsibility for a child's upbringing or be the biological father of the child or the mother's husband or partner; and
have worked continuously for United for 26 weeks ending with the 15th week before the baby is due.

3. How much time you are entitled to, and when this leave can be taken

- 3.1 Your statutory entitlement is 2 week's leave.
- 3.2 You can choose to take either one week or two consecutive weeks' paternity leave (not odd days). You must choose to start your leave:
 - (a) from the date of the child's birth (whether this is earlier or later than expected); or
 - (b) from a chosen number of days or weeks after the date of the child's birth (whether this is earlier or later than expected); or
 - (c) from a chosen date later than the first day of the week in which the baby is expected to be born.
- 3.3 Paternity leave can start on any day of the week on or following the child's birth but must be completed:
 - (a) within 56 days of the actual birth, or
 - (b) if the child is born early, within the period from the actual date of birth up to 56 days after the first day of the expected week of birth.
- 3.4 You are only entitled to one period of leave irrespective of whether more than one child is born as result of the same pregnancy.

4. What you have to do to exercise your entitlement

- 4.1 You must inform United of your intention to take paternity leave by the end of the 15th week before the baby is due, unless this is not reasonably practicable.
- 4.2 Your notice must be in writing to your Supervisor and must include the date of the expected week of childbirth, the length of leave that you would like to take (i.e. one or two weeks) and the date when you want to start your leave. If you wish to change your mind about the date on which you want to start your leave you must give 28 day's notice in writing to your Supervisor.
- 4.3 You must give United a completed self-certificate as evidence of your entitlement to paternity leave and pay. This statutory form is available from your local Human Resources department.

5. Rights during Paternity Leave

5.1 During your paternity leave period:

- (a) You will be entitled to the benefit of your normal terms and conditions of employment relating to:
 - (i) Seniority and its accrual;
 - (ii) Years of service for purposes of the United Airlines UK Group Stakeholder Plan and any other retirement benefits offered by United;
 - (iii) The accrual of sick leave bank entitlement and the right to draw down on any entitlement in your sick leave bank;
 - (iv) The accrual of vacation;
 - (v) The accrual of uniform points;
 - (vi) Life insurance;
 - (vii) Travel privileges on United and other airlines, subject at all times to the terms of the relevant interline agreements in force from time to time;
 - (viii) Medical, dental, long term care and other insurance coverage (in each case, provided you continue to pay the normal premium and subject at all times to the rules of the relevant insurance scheme); and
 - (ix) Payment of performance incentive, profit sharing and other success sharing pay factors for which entitlement was earned prior to the commencement of the paternity leave period.
- (b) You will not be entitled to salary. Instead, where you meet the relevant qualifying criteria (please contact United's Human Resources Department for details); you will receive UK Statutory Paternity Pay ("SPP") (see paragraph 5.2 below). You will be provided with a properly itemised payslip that incorporates the same information that is on your normal payslips.
- (c) You will remain bound by your obligations under the terms of your employment except for any obligations which require you to attend for or perform any work.

5.2 SSP will be paid for one or two consecutive weeks' at the standard rate of SSP (£117.18 from April 2008) or a rate equal to 90% of your average weekly earnings, whichever is the lower.

5.3 Other than with regard to the benefits dealt with under paragraph 5.1 above, your benefits will continue during paternity leave only to the extent provided for by the United/AFA Agreement and any relevant United policies.

6. Return to work after Paternity Leave

You will be entitled to return to the same job following paternity leave, unless a redundancy situation has arisen.

7. Paternity Policy Grievance Process

The Grievance Process detailed in Sections 7.1-7.11 of the LHR Maternity Policy shall also be applied to this Paternity policy.