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AlbertaJusticiaProject

Maternity and Parental Leave

Pregnancy and Parental Leave Policy – For Partners

PREGNANCY AND PARENTAL LEAVE POLICY FOR PARTNERS OF [NAME OF FIRM] (“THE FIRM”)

The firm is committed to advancing inclusiveness and diversity. It is important that it provide the appropriate support to new parents. This policy outlines the role of the firm in assisting partners to transition their practice prior to, during and after their leave, and the role of the partner in ensuring continued excellence in client service and practice management.

The firm is committed to fulfilling its legal obligations, including its obligations under the *Alberta Human Rights Act* and the Law Society of Alberta's *Code of Conduct*, which prohibit sexual discrimination based on enumerated grounds, including gender/pregnancy, marital status, family status and sexual orientation. **[Firms that develop a policy applicable to jurisdictions outside of Alberta should refer to the applicable human rights legislation and rules of professional conduct in those jurisdictions.]**

This policy outlines the pregnancy and parental leave, and benefits, available to partners. **[Firms that develop a policy applicable to jurisdictions outside of Alberta should refer to the applicable legislation in those jurisdictions.]**

This policy also outlines the obligations of the firm and partners to ensure continued high quality client services during a partner's absence.

Definitions

“Partners” under this policy are equity partners who are defined as such in the Partnership Agreement and are not employees covered under the *Employment Standards Code* (“ESC”) or the *Employment Insurance Act* (“EIA”).

“Parent” includes a biological mother or father, or a person with whom a child is placed for adoption, and "child" has a corresponding meaning.

“Parental Leave” means, for the purpose of this policy, a leave taken by a partner who is a parent, as defined by this policy, when a child is born or first comes into his or her care.

“Pregnancy Leave” means, for the purpose of this policy, a leave of absence taken by a partner in connection with the birth of a child.

Application of Policy

This policy applies to all partners of the firm working in offices of the firm located in Alberta.

ARTICLE ONE

Eligibility and Entitlement

Pregnancy Leave – Eligibility

1. The following are options based on clauses found in law firm policies. A firm can choose the most relevant option or draft its own clause:

Option 1: A partner may take up to **[insert length of leave]** of pregnancy leave.

Option 2: Requests for a pregnancy leave will be dealt with on a case-by-case basis in a manner that recognizes the importance of supporting partners during pregnancy leaves. All pregnancy leave arrangements will be decided following a consultation between the partner requesting a leave and **[insert position or committee]**. The approval of a pregnancy leave and the terms and conditions will be approved by **[insert position or committee]**.

ARTICLE TWO

Pregnancy – Compensation During Leave

2. The following are options based on clauses found in law firm policies:

Option 1: Partners shall continue to receive their **[insert description of compensation, such as profit allocation, bonus, and/or other]** during their pregnancy leave.

Option 2: Partners shall continue to receive their **[insert description of compensation, such as profit allocation, bonus, and/or other]** during their pregnancy leave. A partner who has been at the firm for less than **[insert length of time]** prior to the commencement of the pregnancy leave shall be entitled during the period of her pregnancy leave to receive **[insert length of time]** months **[insert description of compensation, such as profit allocation, bonus, and/or other]**.

Option 3: Partners shall continue to receive their **[insert description of compensation, such as profit allocation, bonus, and/or other]** during their pregnancy leave. The receipt of **[insert description of compensation, such as profit allocation, bonus, and/or other]** during the pregnancy leave is conditional upon:

- i) the partner returning to practice at the end of the leave period, on the same full or part-time basis in effect at the commencement of the leave;
- ii) the partner remaining a partner of the firm on that basis for a period of **[insert length of time]**; and
- iii) iii) the partner undertaking to repay to the firm any **[insert description of compensation, such as profit allocation, bonus, and/or other]** paid during the pregnancy leave period in the event of non-compliance by the partner of these conditions.

Option 4: Partners shall continue to receive their **[insert description of compensation, such as profit allocation, bonus, and/or other]** during their pregnancy leave. Partners taking pregnancy leaves are expected to return to full-time practice with the firm. In the event that a partner who has taken a pregnancy leave resigns within **[insert amount of time]** of the end of such leave, the partner shall repay the amounts paid to the partner during such pregnancy leave.

ARTICLE THREE

Parental Leave – Eligibility

3. The following are options based on clauses found in law firm policies:

Option 1: Partners, including those who have taken a pregnancy leave, who are new parents are entitled to take up to **[insert length of time for parental leave]** of parental leave.

Option 2: Partners who are new parents and have not taken a pregnancy leave are entitled to take up to **[insert length of time for parental leave]** of parental leave.

Option 3: Requests for a parental leave will be dealt with on a case-by-case basis in a manner that recognizes the importance of supporting partners during parental leaves. All parental leave arrangements will be decided following a consultation between the partner requesting a leave and **[insert position or committee]**. The approval of a parental leave and the terms and conditions will be approved by **[insert position or committee]**.

ARTICLE FOUR

Parental Leave – Compensation During Leave

4. The following are options based on clauses found in law firm policies. A firm can choose the option most appropriate to its culture and structure, or draft its own clause:

Option 1: A partner's **[insert description of compensation, including profit allocation, bonus, and/or other]** will continue for the duration of the parental leave.

Option 2: A partner's **[insert description of compensation, including profit allocation, bonus, and/or other]** will continue for the duration of the parental leave, but with a consequent proportionate reduction in **[insert description of compensation, including profit allocation, bonus, and/or other]**. Such reduction in **[insert description of compensation, including profit allocation, bonus, and/or other]** will be approved by **[insert position or committee]**.

Option 3: The terms and conditions of a partner's **[insert description of compensation, including profit allocation, bonus, and/or other]** during a parental leave will be established on a case-by-case basis at the discretion of **[insert position or committee]**. Decisions will be made following a consultation between the partner requesting a leave and **[insert position or committee]**. The approval of the parental leave terms and conditions will be approved by **[insert position or committee]**.

Option 4: Partners shall continue to receive their **[insert description of compensation, such as profit allocation, bonus, and/or other]** during their parental leave. A partner who has been at the firm for less than **[insert length of time]** prior to the commencement of the parental leave shall be entitled, during the period of his or her parental leave, to receive **[insert length of time]** months of his or her **[insert description of compensation, such as profit allocation, bonus, and/or other]**.

Option 5: Partners shall continue to receive their **[insert description of compensation, such as profit allocation, bonus, and/or other]** during their parental leave. The receipt of **[insert description of compensation, such as profit allocation, bonus, and/or other]** during the parental leave is conditional upon i) the partner returning to practice at the end of the leave period, on the same full or part-time basis in effect at the commencement of the leave; ii) remaining a partner of the firm on that basis for a period of **[insert length of time]**; and iii) the partner undertaking to repay to the firm any **[insert description of compensation, such as profit allocation, bonus, and/or other]** paid during the parental leave period in the event of non-compliance by the partner of these conditions.

Option 6: A partner taking a parental leave is expected to return to full-time practice with the firm. In the event that a partner who has taken a parental leave resigns within **[insert amount of time]** of the end of such leave, the partner shall repay the amounts paid to the partner during such parental leave.

ARTICLE FIVE

Extension of Leave

5. The following are options based on clauses found in law firm policies:

Option 1: Partners may request an extension to a pregnancy or parental leave to the **[insert position or name of committee such as Executive Committee]** of the firm. The **[insert position or name of committee such as Executive Committee]**, after consulting with the partner who is requesting the leave, has the discretion to grant, deny or vary the request.

Option 2: A partner may take up to **[insert length of period]** of further leave. A partner taking further leave will receive **[insert level of compensation if any]** during the period of further leave.

Compensation Review, Billing and Performance

ARTICLE SIX

Compensation Consideration Following Leave

6. The following are options based on clauses found in law firm policies:

Option 1: In considering the partner's compensation in a fiscal year when a pregnancy or parental leave has happened, the firm will consider the partner's statistics regarding hours, billings and cash received and will assess the performance based on the partner's pre and post-leave performance. The aim is to present the statistics as they would have been if no leave had occurred. The firm is aware that a partner who is taking a leave will have to wind down his or her practice prior to the leave and ramp up his or her practice upon the return from the leave. The firm will not take into account the practice of the partner during **[insert length of time]** prior to the leave or **[insert length of time]** following the leave, when assessing the partner's performance. The period to wind down and to ramp up the practice may be adjusted by agreement between the partner and the partnership. Consideration should be given to the partner's type of practice and other relevant circumstances.

Option 2: In considering the partner's compensation in a fiscal year when a pregnancy or parental leave has happened, the firm will annualize the billings and billable hours of that partner using the average monthly billings and average billable hours achieved by that partner during the twelve months immediately preceding the date of commencement of the leave. The aim is to present the statistics as they would have been if no leave had occurred. The firm is aware that a partner who is taking a leave will have to wind down his or her practice prior to the leave. The firm will not take into account the practice of the partner during the month prior to the leave, when annualizing the billings and billable hours. The period of one month to wind down the practice may be adjusted by agreement between the partner and the partnership. Consideration should be given to the partner's type of practice and other relevant circumstances.

Option 3: A partner taking either pregnancy or parental leave will not suffer any adverse impact during the compensation process. The partner's **[insert description of compensation, including profit allocation, bonus, and/or other]**, as applicable, will be unaffected by either pregnancy or parental leave. During either leave, the partner's personal fees rendered and billable hours will be adjusted on a prorated basis for purposes of all year-end financial reports or other reports considered by the **[insert committee]** in setting compensation.

ARTICLE SEVEN

Billing Hours and Rates

7. A partner who takes a leave under this policy will not be expected to increase his or her productivity or billable hours to compensate for the absence from practice. The firm reserves the right to determine the appropriate billing rate of the partner to clients at the end of a pregnancy or parental leave. Billing rates are determined in part by the experience and the number of years of practice.

ARTICLE EIGHT

Process for Requesting Pregnancy and/or Parental Leave and Return to Work

8.
 - A) A partner may request a pregnancy or parental leave by giving reasonable notice to his or her **[insert position such as Practice Group Leader]** and the **[insert position such as Director of Human Resources]** of his or her intention to take a leave under this policy and the expected date of return to work. Pregnancy and parental leave requests will be considered and approved by **[insert position such as Practice Group Leader]**.
 - B) The partner may advise the **[insert position such as Practice Group Leader]** and the **[insert position such as Director of Human Resources]** of any changes to the start date or end of the leave by providing the firm with a reasonable notice of the change.
 - C) To ensure a smooth transition back to work, partners on leave should provide reasonable notice to the **[insert position such as Managing Partner of the firm]** of their return so that appropriate arrangements can be made.

ARTICLE NINE

Benefits and Pregnancy Related Illness

9.
 - A) Partners on pregnancy or parental leave continue to participate in the **[insert benefits]** unless they elect in writing not to do so.
 - B) Access to the **[insert the title of the assistance programs for partners]** continues and partners are encouraged to use these services to assist with family life transitions, return to work transitions, childcare issues and any other concerns that may arise.
 - C) A partner who experiences a pregnancy-related illness before or after her pregnancy leave may avail herself of the firm's policies applicable to that situation.

ARTICLE TEN

Firm Support to Partners and Responsibility of Partners

10. When a request for leave is made, the **[insert name of position or committee]** will consult with the partner, at least **[insert timeline]** month **[or months]** before the leave, to determine how best to provide assistance to ensure that high quality services are offered to clients and the needs of the parent are met. The firm will always act in a manner that recognizes the privacy, confidentiality, comfort, autonomy and dignity of the partner. The partner and the firm will cooperate in the process, show willingness to be flexible and be responsible for ensuring that the client' needs are met. The firm will discuss and agree upon issues such as,
 - a. the process by which client files, if applicable, are transferred and handled during the leave of absence;
 - b. the process by which the partner's responsibilities, if applicable, are transferred and handled during the leave, such as committee responsibilities and pro bono responsibilities;
 - c. the process by which a partner, if she or he wishes to, will continue to have up-to-date information on the development of files;
 - d. the process by which a partner, if she or he wishes to, will continue to participate in firm activities while on leave;
 - e. the process for the return of ongoing client files, or for the ramp up of the practice, upon the return to work;
 - f. support or assistance that may be required by the partner upon return from the leave, such as availability of rooms to breastfeed, flexibility of work schedule, opportunities to work from home;
 - g. customized work schedules;
 - h. other reasonable accommodation requested by the partner returning to work after pregnancy/parental leave;
 - i. staffing requirements that would ensure continuity of service during the leave.