

# **PARENTAL LEAVE: GUIDELINES AND MODEL POLICIES FOR LAW FIRMS AND OTHER EMPLOYERS**

**Saskatchewan Justicia Project  
October 2016**

## **INTRODUCTION**

### Who drafted these model parental leave policies?

A committee of lawyers was formed as part of the Law Society of Saskatchewan's Justicia Project. The mandate of the Justicia Project is to address issues relating to the retention and advancement of lawyers. In drafting the model policies, the Saskatchewan Parental Leave working group drew heavily upon the work completed by the Justicia Projects of the Law Society of Upper Canada and the Law Society of British Columbia.

### How are the model policies intended to be used?

The model policies are intended to provide assistance to lawyers in the development of maternity, adoption and parental leave policies for their firms. The draft policies provide a template for consideration by firms in drafting their own policies but are by no means an exhaustive list of options. Each firm is unique and adjustments will have to be made to take into account the circumstances of the firm.

The model policy for associates has been drafted with the employer/employee relationship between the firm and the associate in mind. While certain aspects of this relationship are prescribed by legislation, remuneration, or "top-up" during the period of leave, is optional for the firm.

The model policy for partners is intended to apply to independent contractors as well.

The provisions of the model policies that refer to non-remunerative issues, including consequences of leave, and transitional procedures, are key components of the model policies. These aspects of the model policies are applicable and important in relation to both associates and partners.

The draft policies do not constitute or contain legal advice. They are only up to date as of October 2016.

### Why are maternity leave, parental leave and adoption leave addressed separately in the model policies?

In the model policies, maternity leave describes a leave taken by a pregnant lawyer who gives birth. Adoption leave is available to a lawyer who is the primary caregiver of an adopted child during the

period of the adoption leave. Parental leave is available to a lawyer with a newborn or newly adopted child.

These three types of leave are addressed separately in the model policies in order to achieve consistency with distinction made between these three types of leave in the *Saskatchewan Employment Act*, S.S. 2013, c. S-15.1. The federal *Employment Insurance Act*, S.C. 1996, c. 23 also distinguishes between pregnancy and parental benefits. Access to parental benefits includes adoptive parents.

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## **PART I – GUIDELINES FOR LAW FIRMS AND OTHER EMPLOYERS**

### **WHY DOES MY FIRM NEED A MATERNITY/ADOPTION/PARENTAL LEAVE POLICY?**

The Justicia Projects of the Law Societies of British Columbia and Upper Canada have identified a number of reasons to adopt a maternity/adoption/parental policy. The Saskatchewan Parental Leave working group adopts the following observations of the B.C. Justicia Project, as discussed in the Law Society of British Columbia's Practice Resource entitled, "Pregnancy and Parental Leave Model Policies: Frequently Asked Questions":

Supporting lawyers during pregnancy and parental leaves is a recognized component of the retention and advancement of women lawyers. The Model Policies:

- endorse pregnancy and parental leaves as positive practices;
- provide clear and transparent processes that can be applied objectively to all lawyers; and
- communicate a firm's commitment to advancing inclusiveness and diversity at the firm.

There is a business case for these model policies. The Law Society of British Columbia's Retention of Women in the Law Task Force examined the business case for retaining and advancing women in the law. The cost of losing a female associate was discussed in the document entitled, "Business Case for Retaining and Advancing Women Lawyers in Private Practice" (LSBC, July 2009 at p. 6, footnotes omitted) as follows:

Lawyer turnover costs vary widely, but the average cost of an associate leaving a large firm has been estimated by Catalyst at \$315,000, with an average firm break-even point on an associate estimated at 1.8 years (but ranging up to four years). This turnover cost figure represents "hard costs," such as investment costs (e.g. recruitment, training and development) and separation costs (e.g. severance and lost productivity). It does not include "soft costs," such as opportunity costs and the effects on client service and firm reputation, which may be even more significant. Clients do not benefit from lawyer turnover and can be expected to resist having attrition costs passed on to them as new lawyers get up to speed on a file, particularly as clients increase focus on value and more efficient resource allocations.

### **IS A POLICY FOR PARTNERS/INDEPENDENT CONTRACTORS NECESSARY?**

The Saskatchewan Parental Leave working group recommends that firms implement maternity/adoption/parental leave policies in relation to both associates and partners, for several reasons. First, a policy would assist the firm and the partner in addressing client expectations and transitioning work. Second, a maternity/adoption/parental leave policy for partners would assist the firm in achieving the three objectives outlined in the previous section, taken from the Law Society of

British Columbia's Practice Resource entitled, "Pregnancy and Parental Leave Model Policies: Frequently Asked Questions" (that is, "endorse pregnancy and parental leaves as positive practices; provide clear and transparent processes that can be applied objectively to all lawyers; and communicate a firm's commitment to advancing inclusiveness and diversity at the firm.")

It is important to note that there is no "one size fits all" parental leave policy for self-employed lawyers, be they self-employed associates or partners. Saskatchewan firms have varied partnership agreements and self-employed associate agreements. As those agreements have been fashioned to meet the specific needs of the lawyers, their respective firms and clients, a further effort should be made to fashion a parental leave policy that will also address those specific needs. For the reasons outlined earlier, retaining individuals who may require a parental leave should be a priority.

### **ARE THE MODEL POLICIES INTENDED TO BE USED BY SMALL FIRMS AS WELL AS MEDIUM SIZED AND LARGE FIRMS?**

Small and medium sized firms are encouraged to consider the business case for supporting lawyers as they take maternity/ adoption/parental leave. The potential loss of an associate by a small firm may be even larger than the loss would be for a large firm. The B.C. Justicia Project identified this in "Business Case for Retaining and Advancing Women Lawyers in Private Practice" (LSBC, July 2009 at p. 6, footnotes omitted) as follows: "The loss of even one associate can seriously compromise the quality and delivery of client service in a small firm environment."

### **WHAT SHOULD A FIRM CONSIDER IN DRAFTING A MATERNITY/ADOPTION/PATERNAL POLICY?**

When drafting a maternity, adoption and parental leave policy, a firm should take into account applicable legislation and common law and any contractual obligations. A firm may also want to consider the structure of the firm, firm size, practice areas, other firm policies.

#### **1. Associates**

In drafting a maternity, adoption and parental leave policy for associates, a firm may also consider whether it will provide benefits beyond those provided under *The Saskatchewan Employment Act*, S.S. 2013, c. S-15.1. A maternity, adoption and parental leave policy could, for example, include the following:

- provisions for compensation during the leave;
- extension of leave period beyond *The Saskatchewan Employment Act*; and
- broadening the eligibility criteria for leaves and benefits.

#### **2. Partners/Independent Contractors**

There is no law, rule or policy that dictates how a leave taken by a partner or contractor should be handled; thus lawyers and firms are required to take a proactive approach and come up with their own

policy. It is necessary to have the conversation in advance and prior to it being a necessity, to design a policy that will hopefully meet those needs.

As part of the conversation, expectations should be voiced and understood in advance of any leave. Some of the questions that should form part of that conversation would include, how will clients be cared for? Who will address the needs of those clients? Will the clients be returned to the lawyer on leave upon the lawyer's return? How will income from those clients be treated during the course of the leave?

The firm should also consider whether compensation will be provided during a leave. Firms may wish to provide compensation to a partner for various reasons, including ensuring fairness when compared to associates' benefits. If compensation is to be provided, the firm should consider whether to include all components of a partner's compensation, such as bonuses, draws, profits sharing percentages, periodic distribution of profit, benefits and future share allocation and corresponding compensation. The policy should be consistent with the compensation scheme in the partnership agreement. If the firm continues to pay the lawyer while on leave, the firm should also consider how those monies will be calculated and on what basis and for how long.

## PART II – MODEL POLICY FOR ASSOCIATES

### FAMILY LEAVE POLICY (Associates)<sup>1</sup>

#### 1. STATEMENT OF PURPOSE

Policies to support women during their childbearing years and to assist women and men in balancing the demands of their career and family responsibilities provide long-term benefits for law firms, and contribute to the promotion of equality, human dignity, and respect. This policy outlines the maternity, adoption and parental leave and benefit entitlement of associates that are provided by [*Name of firm*] in addition to their rights under labour/employment legislation. This policy also recognizes the role of the firm in assisting associates to transition their practice prior to, during and after a leave, and the role of the associate who takes a leave in ensuring continued excellence in client service and practice management.

#### 2. MATERNITY LEAVE

The maternity leave portion of this policy is applicable to associates who are pregnant or have given birth

##### 2.1 Eligibility for Maternity Leave

Every such associate who has completed at least \_\_\_\_ weeks of continuous employment with the firm is entitled to maternity leave.<sup>2</sup>

Maternity leave will be granted as required by *The Saskatchewan Employment Act*.<sup>3</sup>

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<sup>1</sup> This draft policy was completed in October of 2016. The below references to legislation are only current to that date. This policy is intended as a tool to assist firms in developing policies on maternity, adoption and parental leaves. This policy does not provide legal advice and is not meant to be the ultimate or ideal policy.

<sup>2</sup> Under *The Saskatchewan Employment Act* (“*The Act*”), an employee who has been in an employer’s service for more than 13 consecutive weeks is entitled to maternity leave (section 2-43). An employer could offer maternity leave for employees who have worked less than 13 consecutive weeks, but an employer cannot require more than 13 consecutive weeks.

<sup>3</sup> Under *The Act*, an employee is entitled to maternity leave of 18 weeks commencing at any time during the period of 12 weeks preceding the estimated date of birth, and no later than the date of birth (section 2-49(1)). However, if the actual date of birth is later than the estimated date of birth, the employee is entitled to not less than six weeks’ leave after the actual date of birth (section 2-49(2)). Further, an employee may extend the leave for a further period of six weeks if the employee is unable for medical reasons to return to work after the expiration of the maternity leave (section 2-49 (3)). An employer may require an employee to commence maternity leave not more than 12 weeks before the estimated date of birth if the pregnancy of the employee would unreasonably interfere with the performance of the employee’s duties and no opportunity exists to modify the employee’s duties or to reassign the employee to other duties (section 2-49 (5)). An employee whose pregnancy terminates on a date not more than 12 weeks before the estimated date of birth due to miscarriage or a stillbirth is entitled to maternity leave (section 2-

## **2.2 Eligibility for paid Maternity leave**

Every such associate who has completed at least \_\_\_\_ weeks of continuous employment with the firm before the commencement of her maternity leave is eligible for the paid maternity leave described in Section 2.3.<sup>4</sup>

## **2.3 Remuneration for Associates Eligible for Paid Maternity Leave**

All eligible associates are entitled to \_\_\_\_ weeks of paid maternity leave (the balance, if any, to be taken as unpaid maternity leave).

Associates on paid maternity leave who are eligible for employment insurance benefits will be entitled to receive supplementary payments (the “Maternity Leave Top-Ups”) during the period provided for in this Section 2.3. The Maternity Leave Top-Ups will top up the gross employment insurance benefits and any other earnings of the associate to \_\_\_\_% of the associate’s normal weekly salary.

Associates on paid maternity leave who are not eligible for employment insurance benefits will be entitled to receive an amount equivalent to the Maternity Leave Top-Ups that the firm would pay to an Associate who qualifies for such benefits.

## **2.4 Benefits**

But for benefits requiring contribution by the firm and the associate, the firm will maintain all employee benefits in accordance with its usual practice, throughout a period of maternity leave.

The firm will continue to pay its share of any premiums for any benefits plans provided the associate continues to pay her share.<sup>5</sup>

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49(6)). An employee who fails to give notice as required under *The Act* and has not provided her employer with a certification of a duly qualified medical practitioner certifying that there are bona fide medical reasons that require the employee to cease work immediately is to be granted maternity leave for a period not exceeding 14 weeks commencing at any time during the period of eight weeks preceding the estimated date of birth (sections 2-49 (7) & (8)).

<sup>4</sup> Paid leave is optional.

<sup>5</sup> *The Act* provides that an employee continues to be entitled to participate in the prescribed benefit plan, subject to the provisions of that plan, while on an employment leave for the length of the leave if the employee pays the contributions required by the prescribed benefit plan (section 2-48(2)). The types of benefit plans that an employee is entitled to continue participating in while taking employment leave are set out in section 23 of *The Employment Standards Regulations*.

## **2.5 Reimbursement**

An associate who has taken paid maternity leave is expected to return to work at the firm on the same basis (whether full or part-time) as before her leave, or on an agreed-upon reduced-work schedule, and to remain working at the firm for a period of not less than \_\_\_ months following her return from leave.

If an associate who has taken a paid maternity leave does not return to work for that period or resigns during that period, that associate must repay \_\_\_% of the Maternity Leave Top-Ups she received during the period of paid maternity leave.<sup>6</sup>

## **3. ADOPTION LEAVE**

The adoption leave portion of this policy is applicable to associates who are the primary caregiver of an adopted child during the period of the adoption leave.

### **3.1 Adoption Leave**

Every such associate who has completed at least \_\_\_ weeks of continuous employment with the firm is entitled to adoption leave.<sup>7</sup>

Adoption leave will be granted as required by *The Saskatchewan Employment Act*.<sup>8</sup>

### **3.2 Eligibility for Paid Adoption Leave**

Every such associate who has completed at least \_\_\_ months of continuous employment with the firm before the commencement of his or her adoption leave is eligible to receive the remuneration described in section 3.3.<sup>9</sup>

### **3.3 Remuneration for Associates Eligible for Paid Adoption Leave**

All eligible associates are entitled to \_\_\_ weeks of paid adoption leave (the balance, if any, to be taken as unpaid adoption leave).

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<sup>6</sup> Requiring an associate to repay any Maternity Leave Top-Ups received if she does not return after a maternity leave is optional.

<sup>7</sup> Under *The Act*, an employee who has been in an employer's service for more than 13 consecutive weeks is entitled to adoption leave if the employee is to be the primary caregiver of the adopted child during the period of the leave. (sections 2-43 & 2-50) An employer could offer adoption leave for employees who have worked less than 13 consecutive weeks, but an employer cannot require more than 13 consecutive weeks.

<sup>8</sup> Under *The Act*, an employee is entitled to adoption leave of 18 weeks commencing on the date on which the child comes into the employee's care or becomes available for adoption.

<sup>9</sup> Paid leave is optional.



An associate on paid adoption leave who is eligible for employment insurance benefits will be entitled to receive supplementary payments (the "Adoption Leave Top-Ups") during the period provided for in Section 3.3. The Adoption Leave Top-Ups will top up the gross employment insurance adoption leave benefits and any other earning of the associate to \_\_\_% of the associate's normal weekly salary.

An associate on paid adoption leave who is not eligible for employment insurance adoption leave benefits will be entitled to receive an amount equivalent to the Adoption Leave Top-Ups that the firm would pay to an associate who qualifies for such benefits.

### **3.4 Benefits**

But for benefits requiring contribution by the firm and the associate, the firm will maintain all employee benefits in accordance with its usual practice, throughout a period of adoption leave.

The firm will continue to pay its share of any premiums for any benefits plans provided the associate continues to pay his or her share.

### **3.5 Reimbursement**

An associate who has taken a paid adoption leave is expected to return to work at the firm on the same basis (whether full or part-time) as before the leave, or on an agreed upon reduced work schedule, and to remain working at the firm for a period of not less than \_\_\_ months following his or her return from leave.

If an associate who has taken a paid adoption leave does not return to work for that period or resigns during that period, that associate must repay \_\_\_% of the Adoption Leave Top-Ups he or she received during the period of paid leave.<sup>10</sup>

## **4. PARENTAL LEAVE**

The parental leave portion of this policy is applicable to associates with newborns or newly adopted children.

### **4.1 Period of Leave**

Every such associate who has completed at least \_\_\_\_ weeks of continuous employment with the firm is entitled to adoption leave.<sup>11</sup>

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<sup>10</sup> Requiring an associate to repay any Adoption Leave Top-Ups received if she/he does not return after an adoption leave is optional.

<sup>11</sup> Under *The Act*, an employee who has been in an employer's service for more than 13 consecutive weeks is entitled to parental leave. (sections 2-43) An employer could offer parental leave for employees who have worked less than 13 consecutive weeks, but an employer cannot require more than 13 consecutive weeks.

Parental leave will be granted as required by *The Saskatchewan Employment Act*.<sup>12</sup>

#### **4.2 Eligibility for Paid Parental Leave**

Every such associate who has completed at least \_\_\_ months of continuous employment with the firm before the commencement of her or his parental leave is eligible for paid parental leave.

#### **4.3 Remuneration for Lawyers Eligible for Paid Parental Leave**

All eligible associates are entitled to \_\_\_ weeks of paid parental leave (the balance, if any, to be taken as unpaid parental leave).

Associates on paid parental leave who are eligible for employment insurance benefits will be entitled to receive supplementary payments (the “Parental Leave Top-Ups”) during the period provided for in this Section 4.3. The Parental Leave Top-Ups will top up the gross employment insurance benefits and any other earnings of the associates to \_\_\_% of the associate’s normal weekly salary.

Associates on paid parental leave who are not eligible for employment insurance benefits will be entitled to receive an amount equivalent to the Parental Leave Top-Ups that the firm would pay to an associate who qualifies for such benefits.

#### **4.4 Benefits**

But for benefits requiring contribution by the firm and the associate, the firm will maintain all employee benefits in accordance with its usual practice, throughout a period of parental leave.

The firm will continue to pay its share of any premiums for any benefits plans, provided the associate continues to pay his or her share.

#### **4.5 Reimbursement**

An associate who has taken paid parental leave is expected to return to work at the firm on the same basis (whether full or part-time) as before her or his leave, or on an agreed-upon reduced-work

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<sup>12</sup> Under *The Act*, an employee who is a parent of a newborn child or a newly adopted child is entitled to a parental leave of not more than 34 weeks, if the employee has taken a maternity leave or an adoption leave or 37 weeks in other cases. (section 2-51(1)) A parental leave must be taken during the period of 12 weeks preceding the estimated date of birth or the estimated date on which the child is to come into the employee’s care, as the case may be and 52 weeks following the actual date of birth or the actual date on which the child comes into the employee’s care. When a parent taking maternity or adoption leave also takes parental leave, the parental leave must be taken consecutively with the maternity or adoption leave. (section 2-52(3))

schedule, and to remain working at the firm for a period of not less than \_\_ months following her or his return from leave.

If an associate who has taken a paid parental leave does not return to work for that period or resigns during that period, that associate must repay \_\_% of the Parental Leave Top-Ups she or he received during the period of paid parental leave.<sup>13</sup>

## **5. CONSEQUENCES OF LEAVE**

An associate's targets for hours recorded and fees billed will be reduced to reflect the number of weeks of maternity, adoption, or parental leave taken.

The firm will determine whether and when an associate will be admitted to partnership based on the individual's professional and practice development, among other factors.

Because law is an experience-based profession, an associate's compensation, billing rate and prospects for advancement are tied to his or her legal skills and development. While taking any significant period of leave (or successive leaves) for any reason may affect the associate's professional and practice development, the impact will be considered on an individual basis and not simply assumed.

## **6. NOTICE AND APPROVAL PROCEDURES**

### **6.1 Notice**

Notice of intention to take a maternity, adoption or paternal leave must be provided by the associate to the firm as required and in the manner outlined in *The Saskatchewan Employment Act*.<sup>14</sup>

### **6.2 Approval of Excess Leave**

Leave requests in excess of the policy period will be subject to the approval of [insert appropriate position e.g. Associate Coordinator, Practice Lead, the Director of HR].

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<sup>13</sup> Requiring an associate to repay any Parental Leave Top-Ups received if she/he does not return after a parental leave is optional.

<sup>14</sup> Under *The Act*, an employee must provide at least four weeks' written notice to his or her employer of the day on which the employee intends to commence an employment leave and the day on which the employee intends to return to work from the employment leave (section 2-46(1)). However, the obligation to provide four weeks' written notice does not apply if the day of commencement of the leave or the date of return to work from the employment leave is not known and cannot be reasonably known by the employee (section 2-46(2)). If an employee is not required to provide four weeks' written notice, the employee must provide the employer with notice as far as possible in advance of the date the employee intends to commence the employment leave or of the date the employee intends to return to work (section 2-46(3)).

The criteria for approval will include the needs of the requesting associate, workload, specific client needs, the unique skills of the requesting associate and time for proper planning to meet the demands of the practice.

## **7. TRANSITIONAL PROCEDURES**

### **7.1 Transition Plan**

Upon receipt of the associate's notice of his or her intention to take leave for which he or she is eligible, the firm shall designate \_\_\_\_\_ to assist the associate to develop and implement a transition plan which addresses the following matters:

- (a) transfer of client files including, for each file, to whom the file will be transferred, the timing of the transfer, any transfer memos or meetings required, the form of notification to the client and others involved in the file, and the resumption of responsibility for those files when the lawyer returns from leave;
- (b) transfer of administrative, client management, marketing or other non-billable responsibilities of the associate, and resumption of those responsibilities when the associate returns from leave;
- (c) mentoring, coaching, and practice support including the acquisition of work and the maintenance and growth of his or her practice before and after return from leave;
- (d) social and other contact with the firm while on leave (e.g. if the associate wishes to be notified of or actively involved in firm or client events, practice group meetings, committee meetings, education seminars and lunches with colleagues);
- (e) any accommodation anticipated to be required both before and after return from leave (e.g. room for breastfeeding); and
- (f) notification to the firm/colleagues regarding some or all of the above issues.

### **7.2 Joint Responsibility**

It is the joint responsibility of the associate taking leave and the firm to properly manage the associate's practice to ensure that the necessary steps are taken to appropriately transition client and practice obligations before and after taking a leave and to be as productive as possible during the transition periods.

## **8. LEGISLATION**

### **8.1 Applicable Legislation**

This policy will be deemed to incorporate any changes required to comply with applicable legislation from time to time. It will be updated to reflect such changes as soon as practicable.

## **PART III – MODEL POLICY FOR PARTNERS**

### **FAMILY LEAVE POLICY (Partners)**

#### **1. STATEMENT OF PURPOSE**

Policies to support women during their childbearing years and to assist women and men in balancing the demands of their career and family responsibilities provide long-term benefits for law firms, and contribute to the promotion of equality, human dignity, and respect. This policy outlines the maternity, adoption and parental leave and benefit entitlement of partners. This policy also recognizes the role of [Name of Firm] in assisting partners to transition their practice prior to, during and after a leave, and the role of the partner who takes a leave in ensuring continued excellence in client service and practice management.

This policy applies to all equity partners or lawyers in similar arrangements as equity partners in the firm, collectively referred to in this policy as “partners”.

#### **2. MATERNITY LEAVE**

##### **2.1 Eligibility**

The maternity leave portion of this policy is applicable to partners who are pregnant or have given birth.

Every such partner is eligible for maternity leave for the length of time described in Section 2.2.

Every such partner is eligible for the paid maternity leave described in Section 2.3

##### **2.2 Length and Timing**

An eligible partner is entitled to a period of maternity leave, whether paid or unpaid, of up to \_\_\_\_ continuous weeks.

Maternity leave may commence as early as \_\_\_\_ weeks before the expected date of birth and as late as the actual birth date.

Pregnancy-related illnesses requiring absence from work prior to and after the maternity leave period are not covered by this policy. Partners should refer to applicable sick-leave policies and disability benefit plans.

### **2.3 Remuneration for Partners Eligible for Paid Maternity Leave**

A partner eligible for maternity leave is entitled to \_\_\_\_\_ weeks of paid maternity leave (the balance, if any, to be taken as unpaid maternity leave).

A partner on paid maternity leave is entitled to receive, during the period provided for in this section \_\_\_% of her [monthly draw, bonus, and profit-sharing entitlement and share of profit allocation] for the period (the "Maternity Benefit").

### **2.4 Benefits**

The firm will maintain all benefits for a partner on maternity leave in accordance with its usual practice for all partners, throughout the entire period of the maternity leave, whether paid or unpaid.

### **2.5 Reimbursement**

A partner who has taken paid maternity leave is expected to return to work at the firm for a period of not less than \_\_\_\_\_ months following her return from leave.

If a partner who has taken a paid maternity leave does not return to work at the firm for that period, that partner must repay \_\_\_% of the Maternity Benefit she received during the period of paid maternity leave.

## **3. ADOPTION LEAVE**

### **3.1 Eligibility**

The adoption leave portion of this policy is applicable to partners who are the primary caregivers of an adopted child during the period of the adoption leave.

Every such partner is eligible for adoption leave for the length of time described in Section 3.2.

Every such partner is eligible to receive the remuneration described in Section 3.3

### **3.2 Length and Timing**

The maximum cumulative period of adoption leave, including paid and unpaid leave, for a partner who is the primary caregiver of a newly adopted child is \_\_\_\_\_ continuous weeks.

Adoption leave commences on the date on which the child comes into the partner's care or becomes available for adoption.

### **3.3 Remuneration for Partners Eligible for Paid Adoption Leave**

A partner eligible for adoption leave is entitled to \_\_\_\_\_ weeks of paid adoption leave (the balance, if any, to be taken as unpaid adoption leave).

A partner on paid adoption leave is entitled to receive, during the period provided for in this section \_\_\_% of his or her [monthly draw, bonus and profit-sharing entitlement and share of profit allocation] for the period (the "Adoption Benefit").

### **3.4 Benefits**

The firm will maintain all benefits for a partner on adoption leave, in accordance with its usual practice for partners, throughout the entire period of the adoption leave, whether paid or unpaid.

### **3.5 Reimbursement**

A partner who has taken paid adoption leave is expected to return to work at the firm for a period of not less than \_\_\_ months following his or her return from leave.

If a partner who has taken a paid adoption leave does not return to work at the firm for that period, that partner must repay \_\_\_% of the Adoption Benefit he or she received during the period of paid adoption leave.

## **4. PARENTAL LEAVE**

### **4.1 Eligibility**

The parental leave portion of this policy is applicable to partners with newborns or newly adopted children.

Every such partner is eligible for parental leave for the length of time described in Section 4.2.

Every such partner is eligible to receive the remuneration described in Section 4.3.

### **4.2 Length and Timing**

The maximum cumulative period of parental leave, including paid and unpaid leave, for partners with newborns or newly adopted child is \_\_\_\_\_ continuous weeks.

A partner on maternity leave or adoption leave wishing to take parental leave must take that leave consecutive to the maternity leave or adoption leave, as the case may be. Otherwise, a parental leave must be taken during the period of \_\_\_ weeks preceding the estimated date of birth or the estimated



date on which the child comes into the partners care, as the case may be and end within \_\_\_\_ weeks after the actual date of birth or the actual date on which the child comes into the partner's care.

### **4.3 Remuneration for Partners Eligible for Paid Parental Leave**

A partner eligible for parental leave is entitled to \_\_\_\_ weeks of paid parental leave (the balance, if any, to be taken as unpaid parental leave).

A partner on paid parental leave is entitled to receive, during the period provided for in this section \_\_\_\_% of his or her [monthly draw, bonus and profit-sharing entitlement and share of profit allocation] for the period {the "Parental Benefit"}.

### **4.4 Benefits**

The firm will maintain all benefits for a partner on parental leave, in accordance with its usual practice for partners, throughout the entire period of the parental leave, whether paid or unpaid.

### **4.5 Reimbursement**

A partner who has taken paid parental leave is expected to return to work at the firm for a period of not less than \_\_\_\_ months following his or her return from leave.

If a partner who has taken a paid parental leave does not return to work at the firm for that period, that partner must repay \_\_\_\_% of the Parental Benefit he or she received during the period of paid parental leave.

## **5. CONSEQUENCES OF LEAVE**

A partner's targets for hours recorded and fees billed will be reduced to reflect the number of weeks of maternity, adoption, or parental leave taken.

Compensation levels for partners who have taken maternity, adoption, or parental leave may or may not be affected, depending on the length of the leave and its impact on the partner's overall contribution to the firm. This will be discussed between \_\_\_\_ [insert appropriate position e.g. Managing Partner] and the partner prior to the start of the leave, and upon his or her return from the leave.

## **6. NOTICE AND APPROVAL PROCEDURES**

### **6.1 Notice and Confirmation**

Except in the case of a medical emergency or adoption when its timing is unexpected, a partner must notify the firm, in writing, in advance of his or her intention to take a leave for which he or she is eligible.

The notice should specify the approximate starting date of the leave and the estimated date of return and should be submitted to [insert appropriate position e.g. Managing Partner] as soon as possible and not less than \_\_\_\_ months prior to the leave period.

The firm will promptly confirm the terms of the leave.

## **6.2 Approval of Excess Leave**

Leave requests in excess of the policy period will be subject to the approval of [insert appropriate position e.g. Managing Partner].

The criteria for approval will include the needs of the requesting partner, workload, specific client needs, the unique skills of the requesting partner and time for proper planning to meet the demands of the practice.

## **7. TRANSITIONAL PROCEDURES**

### **7.1 Transition or Support Plan**

After notice of intention to take a leave has been submitted by a partner pursuant to Section 6.1, that partner will, as soon as reasonably possible, provide a written plan to [insert appropriate position e.g. Managing Partner] which addresses the following matters:

- (g) transfer of responsibility for client files including, for each file, to whom the responsibility for the file will be transferred, the timing of the transfer, any transfer memos or meetings required, the form of notification to the client and others involved in the file, and the resumption of responsibility for those files when the partner returns from leave;
- (h) transfer of administrative, client management, marketing or other non-billable responsibilities of the partner, and resumption of those responsibilities when the partner returns from leave;
- (i) the partner's intentions and expectations regarding continuation of any duties or responsibilities while on leave, such as the availability of the partner for consultation on client files, client management and marketing, and continued participation in firm committees or other administrative work;
- (j) practice support including the acquisition of work and the maintenance and growth of his or her practice before and after return from leave;

- (k) social and other contact with the firm while on leave (e.g. involvement in firm or client events, practice group meetings, committee meetings and educational seminars);
- (l) administrative issues such as mode of communication with the firm, remote access to the firm computer system, mobile device usage, e-mail and voice mail access and notification, any administrative support, and any office space required while on leave;
- (m) any accommodation anticipated to be required both before and after return from leave (e.g. room for breastfeeding); and
- (n) notification to the firm/colleagues regarding some or all of the above issues.

## **8. LEGISLATION**

### **8.1 Applicable Legislation**

This policy will be deemed to incorporate any changes required to comply with applicable legislation from time to time. It will be updated to reflect such changes as soon as practicable.