



MATERNITY / PATERNITY POLICY

PABASA is a national voluntary bar association with provincial chapters and Groups currently established in Gauteng and eventually throughout the country. This policy document gives effect to the objects and guiding principles contained in the PABASA Constitution and provides mechanisms for the implementation and realisation of the goals of equality, mutual respect and professionalism of all PABASA members.

REASONS FOR AND SCOPE OF THE POLICY

1. PABASA recognises that members are independent practitioners working for their own account and that when members have children there is no entitlement to maternity or paternity leave from either PABASA or from individual Groups of Advocates operating under PABASA's auspices.
2. PABASA acknowledges that during the early stages of parenthood the health of the parents and the health of the baby is paramount and that the financial obligations on a member may become strained should a member choose not to practice on a full-time basis and to take a leave of absence from their practice for a specified period of time.
3. PABASA acknowledges further that gender representivity in the profession is skewed in favour of men and that women most often suffer discrimination in briefing patterns and the success of their practices following an interruption in their practice on account of maternity leave.
4. PABASA recognises further that proactive steps must be adopted to encourage and support women advocates in the profession.
5. As such, in order to minimise and alleviate the financial burden on members and to enable members to continue to build successful practices at the bar following an interruption in their practice, PABASA grants to members the option of a reduction in Group fees for a time period provided for in this Policy and on the conditions set out below.



DEFINITIONS

6. The words and phrases below have the following meaning for purposes of interpreting and applying this Policy:
 - 6.1. “child” or “children” means any newborn child, or adopted child under the age of one year.
 - 6.2. “special circumstances” includes, but is not limited to, medical complications experienced by either parent or child, divorce, or death of either parent or child.
 - 6.3. “interruption in practice” means that a member elects not to practice on a full-time basis and not to accept new briefs on occasion of pregnancy, childbirth or adoption.
 - 6.4. “reduction in Group fees” means any financial amount set out in this Policy and includes both Group rent and Group administration expenses.
 - 6.5. “single parent” means a parent solely responsible for the care and wellbeing of a child on a day-to-day basis and is applicable to both men and women.

ENTITLEMENT TO REDUCTION IN FEES FOR MATERNITY / PATERNITY LEAVE

7. Any parent, including a single parent, is entitled to apply to the Group for a reduction in Group fees for a minimum period of two months on occasion of the birth or adoption of a child.
8. The member is required to communicate to the Group at least one month in advance of their desire to exercise the option under this Policy of their intention so as to allow the Group to consider the application and give effect to the request, if approved.
9. A member may request a reduction in Group fees for a period of time between two and six months and, if special circumstances are present, a further period of no more than 3 additional months.



10. It is a condition of the granting of a reduction in Group fees that the member has interrupted their practice and that the said interruption in practice continues for the duration of the period for which a reduction in Group fees is approved by the Group.
11. Should the member wish to return to practice prior to the end of the period stated in their application to interrupt practice, the reduction in Group fees will lapse and the member is liable for the entire Group fee, as determined prior to the date on which the reduction in Group fees was granted (with the addition of any increase generally effected to Group fees to all members, as the case may be).

DECISION

12. The decision on whether to grant a reduction in Group fees is made by the Group itself in accordance with the Group's governance structure provided for in the Group founding document.
13. On being granted a reduction of Group fees, a member will not, by reason of any absence from chambers, forfeit any of his or her rights as a tenant-member, and shall continue in all respects to participate in all Group activities and decision-making.
14. The Group will use its best endeavours to assist in the mitigation of any sums of rent or other potential expenses for which such member remains liable during his or her absence from chambers, which may include sub-letting or the use of the room for Group purposes where such opportunity presents itself.

REDUCTION IN GROUP FEES

15. The Group has a discretion in the extent to which a member is afforded a reduction in Group fees.
16. The following is a guideline for the Group's governance structure to consider in light of the stability of the Group's financial position:



DURATION	REDUCTION IN GROUP FEES
Month 1 - 3	A full reduction in Group fees
Months 4 - 6	A reduction in Group fees of between 30% and 50%
Any extended period	A reduction in Group fees of between 10% and 50%, dependant on special circumstances put forward.

EFFECTIVE DATE

17. This Policy was approved by the National Executive Committee and is effective September 2019.