**PARENTAL AND PREGNANCY LEAVE POLICY**

**PURPOSE**

[EMPLOYER'S NAME] recognizes the importance of supporting employees during significant life events, including caring for or bonding with a newborn, newly adopted, or newly placed foster child (referred to as parental leave) or managing a pregnancy-related or childbirth-related condition (referred to as pregnancy leave).

To support eligible employees, [EMPLOYER'S NAME] provides pregnancy and parental leave in compliance with the Family and Medical Leave Act (FMLA), Pregnancy Discrimination Act (PDA), Pregnant Workers Fairness Act (PWFA) and Americans with Disabilities Act (ADA).

This policy complies with all applicable New Mexico laws regarding pregnancy and parental leave, ensuring that employees receive the protections and benefits required by state regulations. Where state laws offer greater benefits than those provided in this policy, the more favorable state provisions will apply.

**PROCEDURES FOR REQUESTING PREGNANCY OR PARENTAL LEAVE**

Parental leave

If you need to take leave to care for or bond with your newborn, newly adopted, or newly placed foster child, notify your supervisor or the [DEPARTMENT NAME] Department as soon as possible. Whenever feasible, provide at least 30 days’ notice before the start of your leave. If 30 days’ notice is not possible due to medical necessity or other unforeseen circumstances, give as much advance notice as reasonably practicable.

While written notice is preferred, it is not mandatory.

Pregnancy-related accommodation

[If you require reasonable accommodation due to a pregnancy-related or childbirth-related condition (which may include leave), contact [DEPARTMENT NAME] to discuss your needs.]

OR

[EMPLOYER'S NAME] provides reasonable accommodations for qualified employees and job applicants with pregnancy-related, childbirth-related, or other medical conditions, unless doing so would cause undue hardship. Reasonable accommodations may include adjustments to work schedules, modified job duties, or leave.

[EMPLOYER'S NAME] will not require an employee to take paid or unpaid leave if a reasonable accommodation can be provided. Additionally, no employee or applicant will be denied employment opportunities or retaliated against for requesting or needing accommodations.

For reasonable accommodation requests, contact [DEPARTMENT NAME] to discuss available options.

**ELIGIBILITY REQUIREMENTS**

General parental leave

[All employees are eligible for [NUMBER] [weeks/months] of [paid/unpaid] parental leave.]

OR

[Employees are eligible for [NUMBER] [weeks/months] of [paid/unpaid] parental leave if they meet the following criteria:

[ELIGIBILITY REQUIREMENTS].]

Pregnancy-related leave

[Employees may request [unpaid] leave for pregnancy-related medical conditions or disabilities as an accommodation under the PWFA, PDA, or ADA. Eligibility and leave duration may vary depending on state and federal law. Contact [DEPARTMENT NAME] for more information about eligibility requirements. This leave may run concurrently with other applicable leave policies, such as FMLA or PTO, where allowed.]

**COMPENSATION DURING PREGNANCY AND PARENTAL LEAVE**

Unpaid leave

[Pregnancy and parental leave is unpaid. However, employees may use any accrued but unused vacation or other paid time off (PTO) during their leave to receive compensation.]

OR

Partial pay during leave

[During pregnancy and parental leave, employees will be paid [PERCENTAGE]% of their regular rate of pay for up to [LENGTH OF TIME]. Employees may also use any accrued but unused vacation or other paid time off during their leave.]

OR

Full pay during leave

[During pregnancy and parental leave, employees will receive their regular rate of pay from [EMPLOYER'S NAME] for up to [LENGTH OF TIME]. Employees may also use accrued but unused vacation or other paid time off during their leave.]

Short-term disability insurance

[During pregnancy and parental leave, employees will receive their regular rate of pay from [EMPLOYER'S NAME] for up to [LENGTH OF TIME]. Employees may also use accrued but unused vacation or other paid time off during their leave.]

**CONTINUITY OF BENEFITS DURING LEAVE**

While on pregnancy or parental leave, [EMPLOYER'S NAME] ensures that all benefits provided under employee benefit plans continue to be governed by the respective plan documents and applicable laws. Additionally, employees on pregnancy or parental leave will maintain the same rights and benefits as those on [a paid/an unpaid] leave of absence for all other types of benefits.

**REEMPLOYMENT**

Your position will be reserved for you in compliance with applicable laws during your pregnancy or parental leave.

[If you are on a pregnancy-related disability leave, upon your ability to return to work, you must provide a certification from your healthcare provider confirming your medical readiness to resume your standard duties.] Continued absence beyond the required disability leave period (as determined by your healthcare provider) and the use of all other available leave may be considered a voluntary resignation of your position.

Nothing in this policy obligates [EMPLOYER'S NAME] to reemploy individuals who do not qualify for reemployment rights under applicable laws.

**DISCRIMINATION AND RETALIATION IS PROHIBITED**

[EMPLOYER'S NAME] strictly prohibits discrimination or retaliation against any employee or applicant due to pregnancy or parental leave. This includes denial of employment, reemployment, promotion, or any other employment benefit, as well as any adverse employment actions based on pregnancy or parental leave.

Furthermore, no employee will be disciplined, intimidated, or retaliated against for exercising their rights under this policy or applicable laws.

[EMPLOYER'S NAME] is committed to enforcing this policy and preventing discrimination and retaliation. However, the success of our efforts depends on employees reporting any inappropriate conduct. If an employee believes they or someone else has been subjected to discriminatory or retaliatory behavior, they should report it immediately. Failure to report such conduct may prevent [EMPLOYER'S NAME] from addressing potential violations and taking corrective action.

**APPLICABILITY TO COLLECTIVE BARGAINING AGREEMENTS**

The provisions of this policy work alongside, and do not replace, modify, or supplement, any terms or conditions outlined in a collective bargaining agreement (CBA) between a union and [EMPLOYER'S NAME].

Employees should refer to their collective bargaining agreement for clarification. In cases where this policy differs from the terms in the applicable CBA, the CBA will govern.

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date