



**THE REVISED  
PARENTAL LEAVE  
FRAMEWORK AGREEMENT**

**An ETUC interpretation guide**



**EUROPEAN TRADE UNION CONFEDERATION (ETUC)**



# THE REVISED PARENTAL LEAVE FRAMEWORK AGREEMENT

## An ETUC interpretation guide

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# INTRODUCTION

On 18 June 2009, a new milestone in the European social dialogue was reached. Having started in September 2008, and after six months and seven rounds of negotiations, the European social partners ETUC, BUSINESSEUROPE, UEAPME and CEEP signed a framework agreement revising their 1995 Framework Agreement on Parental Leave<sup>1</sup>. It is in fact the first time in the history of the European social dialogue that such a revision exercise of a pre-existing framework agreement has been undertaken.

It should be noted that the European Commission had already consulted the European social partners in October 2006 and May 2007 in a first and second stage consultation on the reconciliation of professional, private and family life, and, among other things, had addressed the issue of updating the regulatory framework at Community level. The European Commission had thus encouraged the European social partners to assess the provisions of their framework agreement on parental leave with a view to its review<sup>2</sup>. On 11 July 2007, the European social partners jointly informed the Commission of their intention to evaluate the existing parental leave arrangements in Europe in connection with other work/life balance arrangements and to assess whether joint action on this issue was needed. They submitted the results of this evaluation in the form of a progress report on 13 March 2008 to the Tripartite Social Summit and expressed therein their wish *'to undertake joint work on the Parental Leave Directive'*<sup>3</sup>.

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1 This framework agreement was incorporated into Council Directive 96/34/EC of 3 June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and the ETUC, OJ L 145, 19.6.1996, p. 4.

2 The formal Commission consultation documents are available at: <http://ec.europa.eu/social/keyDocuments.jsp?type=50&policyArea=0&subCategory=0&country=0&year=0&advSearchKey=&mode=advancedSubmit&langId=en>. The ETUC replies can be found at: <http://www.etuc.org/r/1348>.

3 The full progress report is available at: [http://www.etuc.org/IMG/pdf\\_2008-00393-E.pdf](http://www.etuc.org/IMG/pdf_2008-00393-E.pdf).

Although they recognised that the initial framework agreement/directive had been a catalyst for positive change and played a significant role in helping working parents in Europe to achieve better work-life balance, the European social partners considered that certain elements of the agreement needed to be adapted or revised in order to better achieve its aims. This included *inter alia* ensuring higher take up of parental leave by fathers and taking into account the growing diversity of the labour force and societal developments, including the increasing diversity of family structures.

Despite the successful implementation of the old directive in all of the EU Member States and the fact that this first framework agreement promoted common ground for improving work-life balance in Europe, the effects it could have had on better reconciliation of work and family duties, which also undoubtedly have a positive impact on the inclusion of women in the labour market, were not entirely achieved. The revised framework agreement on parental leave tries to address some of the challenges by revising existing provisions or introducing new ones.

The revised agreement improves several provisions of the pre-existing agreement, such as: an increase in the length of parental leave from three to four months and strengthening it as an individual right by making a part of the leave fully non-transferable; it recognises the role played by the income attached to parental leave, although the determination of the payment of the parental leave is left to member States; it offers workers a right to request flexible working arrangements when returning from leave; it calls on member States and/or social partners to establish notice periods to be given by workers when exercising their right to parental leave. It also strives to recognise increasingly diverse family structures and to promote an equal sharing of family responsibilities between men and women. Furthermore,

it respects the diversity of measures taken by the Member States in areas such as leave facilities, childcare and flexible working arrangements

The successful conclusion of this agreement illustrates the positive role of the European Social Dialogue in finding solutions to respond to important challenges facing Europe, also in times of crisis. It will contribute to a better reconciliation of professional, private and family life and is therefore a positive response to demographic ageing as it should help to increase the labour market participation of Europeans.

As for the initial framework agreement, this revised version was –upon the joint request of the signatory parties– incorporated into a Directive, in particular Directive 2010/18/EU of 8 March 2010.<sup>4</sup> Although this Directive is in first instance addressed to the Member States, both Clause 8 as well as consideration 24 of the agreement foresee a special role of the social partners in the implementation, application, monitoring and evaluation of this agreement amongst others because the social partners are best placed to find solutions that correspond to the needs of both employers and workers. This agreement/Directive must be implemented by 8 March 2012 the latest.

This interpretation guide provides an overview on the content of the agreement, chapter by chapter, focusing on the main issues at stake as discussed throughout the negotiations. Furthermore, this guide provide in the annexes further information on the relevant case law of the Court of Justice of the European Union (Annex 1), facts and figures on parental and other forms of leave systems throughout Europe (Annexes 2 and 3), an implementation checklist (Annex 4) and references to further reading and resources (Annex 5).

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4 Council Directive 2010/18/EU of 8 March 2010 implementing the revised Framework Agreement on parental leave concluded by BUSINESSSEUROPE, UEAPME, CEEP and ETUC and repealing Directive 96/34/EC, OJ L 68 of 18.03.2010, p. 13-20.

It is intended to support the ETUC member organisations in the implementation of the content of the agreement and to allow better monitoring and evaluation of the results achieved<sup>5</sup>. It is also hoped that this guide will help to enhance the dissemination and awareness of this agreement and its content among social partners, workers and the public at large.

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5 This ETUC interpretation guide was edited by Veronica Nilsson (ETUC Special Advisor), Cinzia Sechi and Stefan Clauwaert (respectively ETUC Advisor and ETUI Senior Researcher and both members of the ETUC "Revised Parental Leave agreement" negotiation delegation/drafting group).

# KEY POINTS OF THE REVISED DIRECTIVE/AGREEMENT

As already mentioned, and although the European social partners recognised that the initial framework agreement/directive had been a catalyst for positive change and played a significant role in helping working parents in Europe to achieve better work-life balance, they considered that certain elements of the agreement needed to be adapted or revised in order to better achieve its aims. This included *inter alia* ensuring higher take up of parental leave by fathers and taking into account the growing diversity of the labour force and societal developments, including the increasing diversity of family structures.

Although certain trade union objectives were not achieved in the negotiations (e.g. to increase the age of the child, new rules on paternity leave, etc.), major improvements were made. These are summarised as follows:

- The introduction of 1 month additional leave (4 instead of 3 for each parent of which 1 month is non-transferable) *(Clause 2§2)*
- Strengthening of the rights of “atypical” workers (fixed-term, part-time, agency work) to parental leave *(Clause 1§3 and 3§1(b))*
- Protection against “unfavourable treatment” of workers who apply or take up parental leave whereas the initial Directive/Agreement only provided for protection against dismissal of workers who applied or took up parental leave *(Clause 5§4)*
- The introduction of new rights to request for flexible arrangements or other measures in order to facilitate the return to work following the take up of the parental leave *(Clause 6)*

- Obligation for Member States and/or social partners to assess when introducing new or revised rules on parental leave:
  - the increased existence of diverse family structures like lone parents, same sex couples, cohabitants, etc. *(Clause 1§1)*
  - the need for additional measures to address specific needs for adoptive parents *(Clause 4)*
  - the specific needs of parents with children with disabilities or long-term illness *(Clause 3§3)*
- Unlike the initial Directive/Agreement, the revised version contains several references to the role and level of income in relation to the take up of parental leave, in particular by fathers *(Clause 5§5 and Preamble 18-20)*



# THE DIRECTIVE 2010/18/EU

As for the initial 1995 framework agreement which was incorporated in Directive 96/34/EC<sup>6</sup>, this revised version was –upon the joint request of the signatory parties and based on article 155(2) of the Treaty on the Functioning of the European Union (TFEU)– also put in the annex of a Directive, in particular Directive 2010/18/EU of 8 March 2010<sup>7</sup>.

The Directive contains 16 considerations in which it is amongst others recalled that:

- The legal basis of the Directive/agreement is articles 153 and 155 TFEU (consideration 1 & 2),
- The process leading to the negotiations and signing of the new agreement (consideration 4, 5 & 6),
- The Commission took note of the representative status of the signatory parties to this revised framework agreement as well as of the legality of the clauses contained in it (consideration 9),
- In line with the general principles of EU law this framework agreement lays down minimum requirements (consideration 11),
- In the implementation of the framework agreement Member States (and/or social partners) may always apply or introduce more favourable provisions than those set out in the agreement (consideration 12),

- Implementation of the provisions of the framework agreement shall not constitute valid grounds for reducing the general level of protection already afforded to workers in the field of parental leave and urgent family leave (consideration 13),

Furthermore, it contains 5 core articles stipulating amongst others that:

- Member states must determine effective, proportionate and dissuasive penalties if obligations under this Directive are breached or infringed (Article 2, also consideration 14),
- The Directive should be implemented by law, regulations and/or administrative provisions by 8 March 2012 unless particular difficulties in the implementation arise or the implementation is carried out through collective agreement in which an additional period of 1 year (i.e. the latest by 8 March 2013) can be given (Article 3),
- This Directive repeals Directive 96/34/EC containing the initial 1995 framework agreement (Article 4 and consideration 3 & 7).

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6 OJ L 145, 19.6.1996, p. 4.

7 OJ L 68 of 18.03.2010, p. 13-20.



# THE AGREEMENT CLAUSE BY CLAUSE

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# PREAMBLE

<i>Text of the agreement</i>	Interpretation/Comment
<p><i>This framework agreement between the European social partners, BUSINESSEUROPE, UEAPME, CEEP and ETUC (and the liaison committee Eurocadres/CEC) revises the framework agreement on parental leave, concluded on 14 December 1995, setting out the minimum requirements on parental leave, as an important means of reconciling professional and family responsibilities and promoting equal opportunities and treatment between men and women.</i></p>	<p>Already in relation to the initial framework agreement, it was highlighted that for ETUC the framework agreement is primarily, and notwithstanding its adoption as Community legislation, a “commitment” by the Social Partners to implement minimum provisions on parental leave. There is thus no question of passive submission to the legislator, but rather a dynamic decision underpinned by a common willingness to implement these minimal provisions in each of the countries of the Union through legal means and collective bargaining.</p> <p>Compared to the 1995 Agreement text, this paragraph is amended or updated from a mere “procedural” point of view. Firstly by replacing the name of UNICE by its new one BUSINESSEUROPE. Secondly by adding UEAPME which did not participate in the negotiations in 1995 and thirdly by adding a reference to the liaison committee Eurocadres/CEC which at the time did not form part of the ETUC delegation. Finally it makes clear that it concerns a revision of the framework agreement concluded in 1995.</p>
<p><i>The European social partners request the Commission to submit this framework agreement to the Council for a Council decision making these requirements binding in the Member States of the European Union.</i></p>	

# PREAMBLE

<i>Text of the agreement</i>	Interpretation/Comment
<i>I - General considerations</i>	
<p><b>1.</b> <i>Having regard to the EC Treaty and in particular Articles 138 and 139 thereof(*)<sup>1</sup>;</i></p>	<p>This Consideration makes a reference to the legal basis of the text. It should be noted that at the time of the signing of the framework agreement in June 2009, the Treaty of Lisbon was not yet in force. It was however the case at the time of adoption of the Directive incorporating the agreement in March 2010.</p> <p>In order to avoid confusion, the European Commission’s legal service added –following consultation and with the consent of the European social partners – some footnotes in the final text of the framework agreement as it was adopted by the Council and published in the Official Journal.</p>
<p><b>2.</b> <i>Having regard to Articles 137, 1 (c) and 141 of the EC Treaty (**)<sup>2</sup> and the principle of equal treatment (Articles 2, 3 and 13 of the EC Treaty (***)<sup>3</sup> and the secondary legislation based on this, in particular Council Directive 75/117/EEC on the approximation of the laws of the Member States relating to the application of the principle of equal pay for men and women<sup>2</sup>; Council Directive 92/85/EEC on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding<sup>3</sup>; Council Directive 96/97/EC amending Directive 86/378/EEC on the implementation of the principle of equal treatment for men and women in occupational social security schemes<sup>4</sup>; and Directive 2006/54/EC on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast)<sup>5</sup>;</i></p>	<p>Next to a reference to relevant EU primary law sources in particular in relation to the issue of equality, this new recital also refers in a non-exhaustive way to relevant secondary legislation in that area and of which the correct implementation and application should contribute to enhanced equality of treatment between women and men.</p>

1. The following three footnotes marked with "" were added; see explanation above: (\*) Renumbered: Articles 154 and 155 of the TFEU / (\*\*) Renumbered: Articles 153(1) c and 157 of the TFEU / (\*\*\*) Article 2 of the EC Treaty is repealed and replaced, in substance, by Article 3 of the Treaty on the European Union. Article 3(1) of the EC Treaty is repealed and replaced, in substance, by Articles 3 to 6 of the TFEU. Article 3(2) of the EC Treaty is renumbered as Article 8 of the TFEU. Article 13 of the EC Treaty is renumbered as Article 19 of the TFEU.

2. OJ L 45, 19.2.1975, p. 19–20.      3. OJ L 348, 28.11.1992, p. 1–8.      4. OJ L 46, 17.2.1997, p. 20–24.      5. OJ L 204, 26.7.2006, p. 23–36.

# PREAMBLE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>3.</b> Having regard to the Charter of Fundamental Rights of the European Union of 7 December 2000 and Articles 23 and 33 thereof relating to equality between men and women and reconciliation of professional, private and family life;</p>	<p>In the previous framework agreement reference was made to the relevant articles of the Community Charter of Fundamental Social Rights (1989). These are replaced by references to articles 23 and 33 of the EU Charter of Fundamental Rights which state:</p> <p><i>Article 23</i>  <b>Equality between women and men</b>  <i>Equality between women and men must be ensured in all areas, including employment, work and pay. The principle of equality shall not prevent the maintenance or adoption of measures providing for specific advantages in favour of the under-represented sex.</i></p> <p><i>Article 33</i>  <b>Family and professional life</b>  <i>1. The family shall enjoy legal, economic and social protection.</i>  <i>2. To reconcile family and professional life, everyone shall have the right to protection from dismissal for a reason connected with maternity and the right to paid maternity leave and to parental leave following the birth or adoption of a child.</i></p> <p>The EU Charter does now form part of EU primary law as Article 6 TEU mentions that <i>“The Union recognises the rights, freedoms and principles set out in the Charter of Fundamental Rights of the European Union of 7 December 2000, as adapted at Strasbourg, on 12 December 2007, which shall have the same legal value as the Treaties (...)”</i>.</p>
<p><b>4.</b> Having regard to the 2003 Report from the Commission on the Implementation of Council Directive 96/34/EC of 3rd June 1996 on the framework agreement on parental leave concluded by UNICE, CEEP and ETUC;</p>	<p>This report is available at: <a href="http://resourcecentre.etuc.org/Agreements-57.html">http://resourcecentre.etuc.org/Agreements-57.html</a></p>

## PREAMBLE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>5.</b> <i>Having regard to the objective of the Lisbon strategy on growth and jobs of increasing overall employment rates to 70%, women’s employment rates to 60% and the employment rates of older workers to 50%; to the Barcelona targets on the provision of childcare facilities; and to the contribution of policies to improve reconciliation of professional, private and family life in achieving these targets;</i></p>	<p>In this new recital there are firstly some references to relevant benchmarks set by the Lisbon strategy which at the time of signing of this agreement was still applicable. Meanwhile, its successor, the so-called EU-2020 strategy, was adopted. This new European strategy for “smart, sustainable and inclusive growth” sets a target that by 2020 75% of the population aged 20-64 must be employed.</p> <p>A second reference is made to the so-called “Barcelona targets”. Indeed; the 2002 Barcelona European Council urged the Member States amongst others to remove disincentives to female participation in the labour force by aiming to provide childcare by 2010 for at least 90% of children between three years old and school age and at least 33% of children under three.</p>
<p><b>6.</b> <i>Having regard to the European social partners’ Framework of Actions on Gender Equality of 22 March 2005 in which supporting work-life balance is addressed as a priority area for action, while recognising that, in order to continue to make progress on the issue of reconciliation, a balanced, integrated and coherent policy mix must be put in place, comprising of leave arrangements, working arrangements and care infrastructures;</i></p>	<p>In this also new recital reference is made to the Framework of Actions on Gender Equality and its priority in the field of reconciliation. This was at that time one of the major and most recent outcomes of the European social dialogue between ETUC, BUSINESSEUROPE, UEAPME and CEEP.</p> <p>More information on this Framework of Actions as well as how it was implemented throughout Europe can be found at: <a href="http://resourcecentre.etuc.org/Frameworks-of-actions-56.html">http://resourcecentre.etuc.org/Frameworks-of-actions-56.html</a></p>
<p><b>7.</b> <i>Whereas measures to improve reconciliation are part of a broader policy agenda to address the needs of employers and workers and improve adaptability and employability, as part of a flexicurity approach;</i></p>	

# PREAMBLE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>8.</b> <i>Whereas family policies should contribute to the achievement of gender equality and be looked at in the context of demographic changes, the effects of an ageing population, closing the generation gap, promoting women’s participation in the labour force and the sharing of care responsibilities between women and men;</i></p>	<p>This recital stems from the initial framework agreement although a reference has been added to the achievement of gender equality and the sharing of care responsibilities between women and men. It is an expression of new demographic realities and the effects of the ageing population and has in that sense to be read in conjunction with the clause 7 on “urgent family leave” for both descendants (children) and ascendants (dependent elderly relatives).</p>
<p><b>9.</b> <i>Whereas the Commission has consulted the European social partners in 2006 and 2007 in a first and second stage consultation on reconciliation of professional, private and family life, and, among other things, has addressed the issue of updating the regulatory framework at Community level, and has encouraged the European social partners to assess the provisions of their framework agreement on parental leave with a view to its review;</i></p>	<p>This new recital recalls that the negotiations were in a sense triggered by a two-stage consultation by the European Commission on the reconciliation of professional, private and family life.</p> <p>The official consultation documents can be found on the Commission’s website devoted to European social dialogue: <a href="http://ec.europa.eu/social/keyDocuments.jsp?type=50&amp;policyArea=0&amp;subCategory=0&amp;country=0&amp;year=0&amp;advSearchKey=&amp;mode=advancedSubmit&amp;langId=en">http://ec.europa.eu/social/keyDocuments.jsp?type=50&amp;policyArea=0&amp;subCategory=0&amp;country=0&amp;year=0&amp;advSearchKey=&amp;mode=advancedSubmit&amp;langId=en</a>.</p> <p>The ETUC replies to these consultations as well as all other positions in the area of reconciliation of family, private and professional life can be found on the ETUC website at: <a href="http://www.etuc.org/r/1348">http://www.etuc.org/r/1348</a>.</p> <p>Following the consultations, the European social partners decided to assess the provisions of the 1995 agreement and their implementation. The results of this assessment were published in a “Progress Report Reconciliation of professional, private and family life” of 27 February 2008 which was submitted to the Tripartite social summit of 13 March 2008.</p> <p>The progress report furthermore assesses the progress made in the field of work life balance in the last ten years. The role of the EU and of the European Social Partners in achieving better reconciliation of professional, private and family is also highlighted. Three areas are particularly relevant: (i) leave arrangements, (ii) working arrangements and (iii) care infrastructures.</p> <p>The full progress report is available on the ETUC website at: <a href="http://www.etuc.org/IMG/pdf_2008-00393-E.pdf">http://www.etuc.org/IMG/pdf_2008-00393-E.pdf</a>.</p>



# PREAMBLE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>10.</b> Whereas the Framework agreement of the European social partners of 1995 on parental leave has been a catalyst for positive change, ensured common ground on work life balance in the Member States and played a significant role in helping working parents in Europe to achieve better reconciliation; however, on the basis of a joint evaluation, the European social partners consider that certain elements of the agreement need to be adapted or revised in order to better achieve its aims;</p>	
<p><b>11.</b> Whereas certain aspects need to be adapted, taking into account the growing diversity of the labour force and societal developments including the increasing diversity of family structures, while respecting national law, collective agreements and/or practice;</p>	<p>By this new recital, which has to be read in conjunction with Clause 1.1, the European social partners wanted to highlight developments on the labour market as well as in society in large. One particular development is the increase of new family structures.</p> <p>In view of further clarification, the ETUC attempted –however without success- to improve the reference to “diversity of family structures” by indicating a (non-exhaustive) list, such as: single parent families, same-sex partnerships, cohabitants, etc.</p>
<p><b>12.</b> Whereas in many Member States encouraging men to assume an equal share of family responsibilities has not led to sufficient results; therefore, more effective measures should be taken to encourage a more equal sharing of family responsibilities between men and women;</p>	<p>In the initial framework agreement a similar recital referred to the need to encourage men to take up more family responsibilities, in particular via taking up parental leave, and that such “encouragement” could be done by awareness raising campaigns. However, the assessment has shown that many Member States were not so successful in this “encouragement”. Although awareness raising campaigns remain important, more effective measures are needed. For example, making one month of the leave fully non-transferable as stipulated in Clause 2.2 is a step in the right direction. See also recital 16 on this.</p>

# PREAMBLE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>13.</b> <i>Whereas many Member States already have a wide variety of policy measures and practices relating to leave facilities, childcare and flexible working arrangements, tailored to the needs of workers and employers and aiming to support parents in reconciling their professional, private and family life; these should be taken into account when implementing this agreement;</i></p>	<p>Via this new recital, the European social partners recognise that there is a wide variety of measures in the field of reconciliation in Member States and this should be taken into account when implementing the agreement.</p> <p>However, it should be stressed that taking these different policy measures into account can under no circumstances form an argument or be used not to implement the minimum requirements of this Directive/agreement (like for instance the 4 month minimum leave period) or even downgrade certain existing protection. For example, in Belgium some employer organisations argue that the Belgian Parental leave system would not be affected. They consider that it is not necessary to increase the current 3 months to 4 months in order to be in compliance with the new agreement, because by taking into account all other existing leave systems there is enough possibility to reconcile family and working life.</p>
<p><b>14.</b> <i>Whereas this framework agreement provides one element of European social partners' actions in the field of reconciliation;</i></p>	<p>Hereby, the European social partners want to stress the many efforts made and results made within the European social dialogue in the area of reconciliation, for instance the Framework of Action on Gender Equality (cfr. recital nr 6) but also a joint declaration on childcare adopted in July 2008 (Available at: <a href="http://www.etuc.org/a/5204">http://www.etuc.org/a/5204</a>).</p>
<p><b>15.</b> <i>Whereas this agreement is a framework agreement setting out minimum requirements and provisions for parental leave, distinct from maternity leave, and for time off from work on grounds of force majeure, and refers back to Member States and social partners for the establishment of conditions for access and modalities of application in order to take account of the situation in each Member State;</i></p>	<p>This paragraph remained unchanged and clearly sets out the dynamic, pragmatic and complementary vision that we wanted to give the framework agreement, giving responsibility to the Member States and the national-level social partners and opening up routes for negotiations on access conditions and means of application.</p>

## PREAMBLE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>16.</b> Whereas the right of parental leave in this agreement is an individual right and in principle non-transferable, and Member States are allowed to make it transferable. Experience shows that making the leave non-transferable can act as a positive incentive for the take up by fathers, the European social partners therefore agree to make a part of the leave non-transferable;</p>	<p>This new recital refers to the question of non-transferability of the parental leave and the impact that this might have on the take up by fathers. The recital also clarifies that under this agreement the right to parental leave is in principle non-transferable within the couple. This recital has to be read in conjunction with Clause 2.2 of the content.</p>
<p><b>17.</b> Whereas it is important to take into account the special needs of parents with children with disabilities or long term illness;</p>	<p>This recital is also new and has to be read in conjunction with Clause 3.3 which concerns a newly added paragraph on the necessity to take into account during the elaboration of parental leave schemes the special and specific needs of parents with children with disabilities or long term illness.</p>
<p><b>18.</b> Whereas Member States should provide for the maintenance of entitlements to benefits in kind under sickness insurance during the minimum period of parental leave;</p>	<p>The diversity of social security systems, the sensitivity of the Member States on the matter and employers' unwillingness to consider this issue led to the responsibility for maintaining social protection and benefits fixed at national level. However, Clause 5(5) specifically notes "the importance of the continuity of the entitlements to social security cover under the different schemes, in particular health care". The ETUC naturally considers that all risks (illness, unemployment, invalidity, etc.) should continue to be covered.</p>
<p><b>19.</b> Whereas Member States should also, where appropriate under national conditions and taking into account the budgetary situation, consider the maintenance of entitlements to relevant social security benefits as they stand during the minimum period of parental leave as well as the role of income among other factors in the take-up of parental leave when implementing this agreement;</p>	<p>Compared to the initial framework agreement, this recital was updated in a sense that it now requires Member States to consider not only the maintenance of social security entitlements when implementing this agreement, but also the <u>role of income</u>, as one of the factors influencing the take-up of parental leave. It has to read in conjunction with recital 20 and Clause 5.5.</p>

# PREAMBLE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>20.</b> <i>Whereas experiences in Member States have shown that the level of income during parental leave is one factor that influences the take up by parents, especially fathers;</i></p>	<p>In addition to recital 19, this new recital mentions the positive role played by the level of income in the take –up of parental leave, with a specific reference to fathers. Practice indeed shows that in countries where parental leave is unpaid or low paid, any of the parents but in particular fathers are less inclined to make use of it. Other features that play a role are the overall problem of the gender pay gap, but also whether it concerns lone parents or couples and whether both partners are wage earner or not.</p>
<p><b>21.</b> <i>Whereas the access to flexible working arrangements makes it easier for parents to combine work and parental responsibilities and facilitates the reintegration into work, especially after returning from parental leave;</i></p>	<p>This recital reflects the integration of a new Clause 6.1 by which attention should be drawn to the advantages that flexible working arrangements can have for reconciling work and family life and the reintegration into work when returning from parental leave.</p>
<p><b>22.</b> <i>Whereas parental leave arrangements are meant to support working parents during a specific period of time, aimed at maintaining and promoting their continued labour market participation; therefore, greater attention should be paid to keeping in contact with the employer during the leave or by making arrangements for return to work;</i></p>	<p>This recital is also new and reflects the integration of a new Clause 6.2 on the positive role that contacts between employers and workers during parental leave can have to facilitate the return to work.</p> <p>However, it is important to stress that Clause 6.2 concerns the facilitation of the return to work following parental leave and the elaboration of eventual arrangements for any appropriate reintegration measures. Encouraging to remain in contact should thus in no means be read as that all this allows the employer to stay in touch to put pressure on the employee to take shorter leave or postpone part of it or to do some work during the leave, etc.</p>

# PREAMBLE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>23.</b> <i>Whereas this agreement takes into consideration the need to improve social policy requirements, to enhance the competitiveness of the European Union economy and to avoid imposing administrative, financial and legal constraints in a way which would hold back the creation and development of small and medium sized undertakings;</i></p>	<p>This paragraph remained unchanged and sets out the general requirement to balance the interests of employers and employees, but it is particularly important for the reference to SMEs.</p> <p>It could be accepted that specific modalities or arrangements for the take up of leave of workers in SMEs are considered. However this cannot be an excuse for not implementing and applying this agreement to SMEs and their workers. This agreement applies to all companies irrespective of their size (cfr. also the fact that UEAPME is co-signatory party to the agreement) and the sector they are active in.</p>
<p><b>24.</b> <i>Whereas the social partners are best placed to find solutions that correspond to the needs of both employers and workers and shall therefore play a special role in the implementation, application, monitoring and evaluation of this agreement, in the broader context of other measures to improve the reconciliation of professional and family responsibilities and to promote equal opportunities and treatment between men and women.</i></p>	<p>This updated recital contains a stronger reference to the role that social partners can play in monitoring and evaluating this agreement. This paragraph has to be read in conjunction with <b>Clause 8.7</b> of the content.</p>

## CLAUSE 1. PURPOSE AND SCOPE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>1.</b> <i>This agreement lays down minimum requirements designed to facilitate the reconciliation of parental and professional responsibilities for working parents, taking into account the increasing diversity of family structures while respecting national law, collective agreements and/or practice.</i></p>	<p>The Agreement lays down “minimum requirements” to facilitate the reconciliation of parental and family responsibilities and time off from work on grounds of “force majeure” (urgent family leave). The minimum requirements run throughout the whole agreement and must always be respected. Their obligatory nature bears on four essential points: an individual right to parental leave of at least four months, protection against dismissal, the right to return to one’s former post, or a similar or equivalent one if that is impossible, and the authorisation of time off from work on grounds of force majeure for urgent family reasons.</p> <p>This provision furthermore acknowledges the increasing diversity of family structures. As already mentioned (see recital 11), the ETUC attempted –however without success- to improve the reference to “diversity of family structures” by indicating a (non-exhaustive) list, such as: single parent families, same-sex partnerships, cohabitants, etc</p>
<p><b>2.</b> <i>This agreement applies to all workers, men and women, who have an employment contract or employment relationship as defined by the law, collective agreements and/or practice in force in each Member State.</i></p>	<p>The Agreement applies to all workers as defined in national law, collective agreements and/or practice. It should be noted that “employment relationship” is broader in scope than “employment contract” and is the terminology used in European social dialogue agreements to refer to the application of the agreement to amongst others civil servants or employees of publicly owned enterprises. There are no exclusions or exceptions, as are so frequently to be found in EU legislation (for example block exemptions for the entire merchant navy).</p>
<p><b>3.</b> <i>Member States and/or social partners shall not exclude from the scope and application of this agreement workers, contracts of employment or employment relationships solely because they relate to part-time workers, fixed-term contract workers or persons with a contract of employment or employment relationship with a temporary agency.</i></p>	<p>This new provision specifically addresses part-time, fixed-term and temporary agency workers. These categories are now clearly included in the scope of the Directive and should also be entitled to take parental leave.</p>

## CLAUSE 2. PARENTAL LEAVE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>I.</b> <i>This agreement entitles men and women workers to an individual right to parental leave on the grounds of the birth or adoption of a child to take care of that child until a given age up to eight years to be defined by Member States and/or social partners.</i></p>	<p>The agreement provides men and women workers with an individual right to a minimum of at least four months' parental leave (i.e. both the mother and the father have an entitlement to at least 4 months leave each). The right to parental leave is universal which means that there are no exemptions for specific sectors or for particular categories of workers, and no pro-rata entitlement. Entitlement to parental leave should not be restricted to the care of babies or very young children. Governments and/or social partners should allow workers to take leave up to when the child is 8 years. Repeated attempts by the ETUC delegation to increase the age up to 12 years were unfortunately unsuccessful.</p> <p>Basically, this provision remains substantially unchanged compared to the text of the initial agreement apart from the fact that the reference to the length of the parental leave has been moved to the following paragraph 2.</p>

## CLAUSE 2. PARENTAL LEAVE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>2.</b> <i>The leave shall be granted for at least a period of four months and, to promote equal opportunities and equal treatment between men and women, should, in principle, be provided on a non-transferable basis. To encourage a more equal take-up of leave by both parents, at least one of the four months shall be provided on a non-transferable basis.</i></p> <p><i>The modalities of application of the non-transferable period shall be set down at national level through legislation and/or collective agreements taking into account existing leave arrangements in the Member States.</i></p>	<p>This provision contains several new elements of which the major one is that the length of the parental leave is increased from three to four months.</p> <p>As in the former agreement, the leave should be granted in principle on a non-transferable basis. Although the ETUC favoured a full non-transferable leave, due to the strong divergence with the employers' delegation, the compromise solution was that in those countries where parental leave is transferable between parents, at least one month should be non-transferable.</p> <p>This paragraph aims to take account of the fact that in certain countries parental leave is currently a family right, or an individual right which is transferable between individuals. In practice this has meant that in most of those countries parental leave, while in theory available to men as well as women, has been mainly made use of by women. In order to encourage the take-up of parental leave by men (cfr. also recitals 12 and 16) and to promote equality between women and men, the agreement aims to provide for an individual right to parental leave which is non-transferable.</p> <p>However, in order to prevent the agreement from being used to reduce the "de facto" rights of women and in addition to the clause of non-regression, we stipulate that the individual right to parental leave is "non-transferable" in principle only. This means that governments and/or social partners can introduce the right to parental leave in a manner which takes account both of the principle of non-transferability and national circumstances. This would allow, for example, for a transition period in which to develop an individual right for both parents, linked perhaps to take-up campaigns directed at fathers (see recital 12).</p> <p>To recall here is the comment provided to Recital 13 that taking account of the variety of policy measures and practices relating to leave facilities, childcare and flexible working arrangements, can under no circumstances form an argument or be used not to implement the minimum requirements of this Directive/agreement (like for instance the 4 month minimum leave period) or even downgrade certain existing protection.</p>



## CLAUSE 3. MODALITIES OF APPLICATION

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>1.</b> <i>The conditions of access and detailed rules for applying parental leave shall be defined by law and/or collective agreements in the Member States, as long as the minimum requirements of this agreement are respected. Member States and/or social partners may, in particular:</i></p>	<p>This clause gives guidance to government/social partners as to how the right to parental leave might be applied in practice, in order to take account of particular conditions and circumstances. The conditions of access and modalities of application must always respect the minimum requirements of the agreement.</p>
<p><b>(a)</b> <i>decide whether parental leave is granted on a full-time or part-time basis, in a piecemeal way or in the form of a time-credit system, taking into account the needs of both employers and workers;</i></p>	<p>This point aims to provide workers with as much choice as possible as to how they take parental leave. This should also enable the specific needs of the enterprise or the type of employment to be accommodated by implementing the right flexibly and hence giving workers a greater chance of exercising that right. In addition to full-time leave (and not instead of) workers should have the right to take their entitlement to parental leave in a variety of ways. The agreement suggests the following options as examples:</p> <ul style="list-style-type: none"> <li>– On a part-time basis (for example, half-time over 6 months)</li> <li>– In a fragmented way (for example, in order to take parental leave a few hours at a time over a certain period)</li> <li>– In the form of a time-credit system (for example, one month per year)</li> </ul> <p>The provision now includes a specific reference to the fact that whatever option chosen the needs of employers and workers are to be taken into account.</p> <p>Nevertheless whatever option chosen, the total period of leave must be at least 4 months!</p>

## CLAUSE 3. MODALITIES OF APPLICATION

<i>Text of the agreement</i>	Interpretation/Comment
<p><i>(b) make entitlement to parental leave subject to a period of work qualification and/or a length of service qualification which shall not exceed one year; Member States and/or social partners shall ensure, when making use of this provision, that in case of successive fixed term contracts, as defined in Council Directive 1999/70/EC on fixed-term work, with the same employer the sum of these contracts shall be taken into account for the purpose of calculating the qualifying period;</i></p>	<p>This point allows governments/social partners to define access criteria: “work qualification” refers to the length of time a person has been a worker (irrespective of the number of employers or the number of hours worked per week) and “length of service qualification” refers to the length of employment with one employer (irrespective of the numbers of hours actually worked). Anyone who has worked for a total of twelve months using either, or both, criteria should have the right to take parental leave. This means that twelve months is the maximum waiting time and that there is no pro-rata entitlement. Access criteria cannot be interpreted in a way which would exclude groups of workers such as part-time or temporary workers.</p> <p>The provision strengthens the right to parental leave of fixed-term workers as it is clearly stipulated now that in case of successive fixed term contracts with the same employer the sum of these contracts shall be taken into account for the purpose of calculating the qualifying period.</p>

## CLAUSE 3. MODALITIES OF APPLICATION

<i>Text of the agreement</i>	Interpretation/Comment
<p><i>(c) define the circumstances in which an employer, following consultation in accordance with national law, collective agreements and/or practice, is allowed to postpone the granting of parental leave for justifiable reasons related to the operation of the organisation. Any problem arising from the application of this provision should be dealt with in accordance with national law, collective agreements and/or practice;</i></p>	<p>Governments/social partners may establish general criteria (examples given in brackets – but deleted in revised version of agreement) which might, in certain circumstances, justify the postponement by an employer of a worker’s right to parental leave. An employer must consult the workers concerned and/or their representatives in all specific cases and he/she must justify all requests. As elsewhere, the minimum requirements of the agreement must be respected and the period of postponement must be reasonable and not lead to the loss of rights.</p> <p>The text of this provision has remained largely the same as the initial wording in the 1995 agreement with the exception of the deletion of some concrete examples of what could be understood under “justifiable reasons related to the operation of the undertaking”. In the 1995 agreement explicit reference was made in then clause 2(e) to situations where e.g. work is of a seasonal nature, where a replacement cannot be found within the notice period, where a significant proportion of the workforce applies for parental leave at the same time or where a specific function is of strategic importance. It was considered that these examples were a bit “overloading” the text, but of course and despite being deleted they remain valid examples of such “justifiable reasons”.</p>
<p><i>(d) in addition to (c), authorize special arrangements to meet the operational and organizational requirements of small undertakings.</i></p>	<p>No changes were made to this text compared to the 1995 text version.</p> <p>This provision allows for “special arrangements” to help employers and workers implement the right to parental leave in small companies, where it is always more difficult to exercise rights and to monitor their provision. Again, such arrangements must respect the minimum requirements.</p> <p>However, as already mentioned in relation to recital 23, allowing for special arrangements in relation to SMEs does not mean that there is not an obligation to ensure that workers of SMEs have a right to parental leave.</p>

## CLAUSE 3. MODALITIES OF APPLICATION

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>2.</b> Member States and/or social partners shall establish notice periods to be given by the worker to the employer when exercising the right to parental leave, specifying the beginning and the end of the period of leave. Member States and/or social partners shall have regard to the interests of workers and of employers in specifying the length of such notice periods.</p>	<p>This gives governments/social partners the possibility to agree notice periods. Notice periods should not deter the take-up of leave (irrespective of how the leave is taken, i.e. full-time, part-time) and should be reasonable.</p> <p>Unlike its initial version in the 1995 agreement under then clause 3 (d), this provision now also mentions that consideration should be given to the needs of workers and employers' when these notice periods are established.</p>
<p><b>3.</b> Member States and/or social partners should assess the need to adjust the conditions for access and modalities of application of parental leave to the needs of parents of children with a disability or a long-term illness.</p>	<p>This new provision allows governments/social partners to set specific conditions of parental leave for parents of disabled children or affected by long term illness. This may include longer leave period, or higher child age limit, etc.</p>

# CLAUSE 4. ADOPTION

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>1.</b> <i>Member States and/or social partners shall assess the need for additional measures to address the specific needs of adoptive parents.</i></p>	<p>This provision is a reformulated version of the former Clause 3 (c ) of the 1995 Agreement and makes it clear that the right to parental leave is applicable to adopted children and that governments and/or social partners need to consider whether additional measures (compared to the “normal” parental leave arrangements) have to be established to address the specific needs of adoptive parents (i.e. in relation to the length of the adoption leave, payment, etc.).</p>

## CLAUSE 5. EMPLOYMENT RIGHTS AND NON-DISCRIMINATION

<i>Text of the agreement</i>	Interpretation/Comment
	This new clause 5 is mainly based on different parts of the former Clause 2 of the 1995 Agreement. A sentence has been added relating to the importance of the role of income in the take-up of parental leave.
<p><b>1.</b> <i>At the end of parental leave, workers shall have the right to return to the same job or, if that is not possible, to an equivalent or similar job consistent with their employment contract or employment relationship.</i></p>	The general rule should be for workers to return to the same job. Workers who take leave on a part-time or other non full-time basis should of course continue in the same job.
<p><b>2.</b> <i>Rights acquired or in the process of being acquired by the worker on the date on which parental leave starts shall be maintained as they stand until the end of parental leave. At the end of parental leave, these rights, including any changes arising from national law, collective agreements and/or practice, shall apply.</i></p>	Workers must maintain all rights during the period of parental leave and acquire all the rights that other workers obtain during the period. This applies irrespective of how the leave is taken (e.g. full-time, part-time).
<p><b>3.</b> <i>Member States and/or social partners shall define the status of the employment contract or employment relationship for the period of parental leave.</i></p>	This point should not be interpreted in a way which would allow employers to weaken the contractual arrangements between the two parties. There should not be a break in the employment contract or relationship.
<p><b>4.</b> <i>In order to ensure that workers can exercise their right to parental leave, Member States and/or social partners shall take the necessary measures to protect workers against less favourable treatment or dismissal on the grounds of an application for, or the taking of, parental leave in accordance with national law, collective agreements and/or practice.</i></p>	<p>This clause is to protect workers against dismissal. It is a right which must compulsorily be ensured either through legislation or under a collective agreement covering all workers.</p> <p>Compared to its earlier version in form of Clause 2 (6) in the 1995 Agreement, this Clause has been considerably strengthened. It does not only provide a protection against dismissal but also in cases of “less favourable treatment” against workers for applying for or taking up parental leave.</p>

## CLAUSE 5. EMPLOYMENT RIGHTS AND NON-DISCRIMINATION

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>5.</b> <i>All matters regarding social security in relation to this agreement are for consideration and determination by Member States and/or social partners according to national law and/or collective agreements, taking into account the importance of the continuity of the entitlements to social security cover under the different schemes, in particular health care.</i></p>	<p><b>Governments should provide for the maintenance of social security entitlements (especially sickness benefits) during periods of parental leave. This clause should be linked to recitals points 18 and 19 of the “general considerations” and be used to strengthen demands that governments should guarantee workers on parental leave an adequate income/allowance.</b></p>
<p><i>All matters regarding income in relation to this agreement are for consideration and determination by Member States and/or social partners according to national law, collective agreements and/or practice, taking into account the role of income –among other factors– in the take-up of parental leave.</i></p>	<p><b>This new provision acknowledges the role of income –among other factors– in the take-up of parental leave and calls for this matter to be considered and determined at national level.</b></p>

## CLAUSE 6. RETURN TO WORK

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>1.</b> <i>In order to promote better reconciliation Member States and/or social partners shall take the necessary measures to ensure that workers, when returning from parental leave, may request changes to their working hours and/or patterns for a set period of time. Employers shall consider and respond to such requests, taking into account both employers' and workers' needs. The modalities of this paragraph shall be determined in accordance with national law, collective agreements and/or practice.</i></p>	<p>This new provision introduces the possibility of flexible working arrangements for workers returning from parental leave and deals with the establishment of reintegration measures and the maintenance of contacts with the workplace during parental leave.</p>
<p><b>2.</b> <i>In order to facilitate the return to work following parental leave, workers and employers are encouraged to maintain contact during the period of leave and may make arrangements for any appropriate reintegration measures, to be decided between the parties concerned, taking into account national law, collective agreements and/or practice.</i></p>	<p>However, and as already mentioned in relation to recital 22, it is important to stress that this paragraph concerns the facilitation of the return to work following parental leave and the elaboration of eventual arrangements for any appropriate reintegration measures. Encouraging to remain in contact should thus in no means be read as that it allows the employer to stay in touch to put pressure on the employee to take shorter leave or postpone part of it or to do some work during the leave, etc.</p>



## CLAUSE 7. TIME OFF FROM WORK ON GROUNDS OF FORCE MAJEURE

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>1.</b> <i>Member States and/or social partners shall take the necessary measures to entitle workers to time off from work, in accordance with national legislation, collective agreements and/or practice, on grounds of force majeure for urgent family reasons in cases of sickness or accident making the immediate presence of the worker indispensable.</i></p>	<p>Clause 7 is the former Clause 3 of the 1995 Agreement and has not changed.</p> <p>The agreement stipulates that governments/social partners must establish a right to urgent family leave in cases of sickness or accident of family members (i.e. not just children, it could also be the spouse or an elderly dependent relative) making the immediate presence of the worker indispensable. Unlike with the provision regarding parental leave, the agreement does not quantify this right at European level. Trade union action at national level will be required to ensure consistent application of this right.</p>
<p><b>2.</b> <i>Member States and/or social partners may specify the conditions of access and detailed rules for applying clause 3.1 and limit this entitlement to a certain amount of time per year and/or per case.</i></p>	<p>Conditions of access and modalities of application may be defined by governments/social partners and leave may be limited to a certain number of days per year or per incident. As with parental leave, workers entitled to urgent family leave should have the full entitlement (i.e. no pro-rata).</p>

## CLAUSE 8. FINAL PROVISIONS

<i>Text of the agreement</i>	Interpretation/Comment
	Clause 8 is the former Clause 4 of the 1995 Agreement and is unchanged.
<p><b>1.</b> <i>Member States may apply or introduce more favourable provisions than those set out in this agreement.</i></p>	<p>This point is to remind member states that they may improve the minimum requirements contained in the agreement. This also reflects the principle of article 153 TFEU.</p>
<p><b>2.</b> <i>Implementation of the provisions of this agreement shall not constitute valid grounds for reducing the general level of protection afforded to workers in the field covered by this agreement. This shall not prejudice the right of Member States and/or social partners to develop different legislative, regulatory or contractual provisions, in the light of changing circumstances (including the introduction of non-transferability), as long as the minimum requirements provided for in the present agreement are complied with.</i></p>	<p>This so-called “non-regression” clause ensures that neither the transposition nor the application of the Directive can constitute valid grounds for reducing the general level of protection afforded to workers. In other words, Member states and employers cannot use the transposition or application of the directive as a pretext for reducing the level of protection acquired prior to the transposition of the Directive.</p>
<p><b>3.</b> <i>This agreement shall not prejudice the right of social partners to conclude, at the appropriate level including European level, agreements adapting and/or complementing the provisions of this agreement in order to take into account particular circumstances.</i></p>	<p>There is a right for social partners at all levels to conclude agreements adapting and/or complementing this agreement in order to take account of the specific needs of the social partners. It is not allowed in such a process to agree on changes that would put into question the equality principles contained in the European agreement for workers.</p>

## CLAUSE 8. FINAL PROVISIONS

<i>Text of the agreement</i>	Interpretation/Comment
<p><b>4.</b> <i>Member States shall adopt the laws, regulations and administrative provisions necessary to comply with the Council decision within a period of two years from its adoption or shall ensure that social partners introduce the necessary measures by way of agreement by the end of this period. Member States may, if necessary to take account of particular difficulties or implementation by collective agreements, have up to a maximum of one additional year to comply with this decision.</i></p>	<p><b>Member states have two years to implement the provisions of the Directive or to ensure that the social partners do so by way of agreement. In the event of difficulties or the adoption of standards by a collective agreement Member States may be allowed one additional year at most (although any delay must be justified to the Commission).</b></p>
<p><b>5.</b> <i>The prevention and settlement of disputes and grievances arising from the application of this agreement shall be dealt with in accordance with national law, collective agreements and/or practice.</i></p>	
<p><b>6.</b> <i>Without prejudice to the respective role of the Commission, national courts and the European Court of Justice, any matter relating to the interpretation of this agreement at European level should, in the first instance, be referred by the Commission to the signatory parties who will give an opinion.</i></p>	
<p><b>7.</b> <i>The signatory parties shall review the application of this agreement five years after the date of the Council decision if requested by one of the parties to this agreement.</i></p>	
<p><i>Done at Brussels 18 June 2009</i></p>	



# ANNEXES

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## ANNEX 1: CASE LAW OF THE COURT OF JUSTICE OF THE EUROPEAN UNION ON THE PARENTAL LEAVE DIRECTIVE

The case law of the Court of Justice of the European Union (CJEU – formerly known as the European Court of Justice (ECJ)) is mainly concentrated on interpretations of article 2 of the 1995 Framework Agreement on Parental leave. Therefore when wanting to take into account this case law, one thus also has to read it in conjunction with and take into account the eventual changes made to the revised framework agreement of 2010.

All CJEU case law, including that referred to below, can be consulted at: <http://curia.europa.eu/>

### ZOI CHATZI V IPOURGOS IKONOMIKON

In a judgement of 16 September 2010, the so-called Greek “Chatzi-case”, the CJEU stated that **Clause 2.1** of the framework agreement on parental leave concluded on 14 December 1995 cannot be interpreted as conferring an individual right to parental leave on the child. It is also not to be interpreted as requiring the birth of twins to confer entitlement to a number of periods of parental leave equal to the number of children born. However, read in the light of the principle of equal treatment, this clause obliges the national legislature to establish a parental leave regime which, according to the situation obtaining in the Member State concerned, ensures that the parents of twins receive treatment that takes due account of their particular needs. It is incumbent upon national courts to determine whether the national rules meet that requirement and, if necessary, to interpret those national rules, so far as possible, in conformity with European Union law. (Zoi Chatzi v Ipourgos Ikononikou - Case C-149/10).

### CHRISTEL MEERTS V PROOST NV

In the Belgian “Meerts-case”, the CJEU ruled that it is clear from the objectives of the 1995 framework agreement on parental leave that the concept of ‘rights acquired or in the process of being acquired’ within the meaning of **Clause 2.6** of the framework agreement covers all the rights and benefits, whether in cash or in kind, derived directly or indirectly from the employment relationship, which the worker is entitled to claim from the employer at the date on which parental leave starts. Such rights and benefits include all those relating to employment conditions, such as the right of a full-time worker on part-time parental leave to a period of notice in the event of the employer’s unilateral termination of a contract of indefinite duration, the length of which depends on the worker’s length of service in the company and the aim of which is to facilitate the search for a new job.

According to the Meerts case, **Clause 2.6** and **2.7** of the framework agreement on parental leave also does not allow that, where an employer unilaterally terminates a worker’s full-time employment contract of indefinite duration, without urgent cause or without observing the statutory period of notice, while the worker is on part-time parental leave, the compensation to be paid to the worker is being determined on the basis of the reduced salary being received when the dismissal takes place (i.e. the part-time basis).

In that regard, although **Clause 2.7** of the framework agreement on parental leave refers to the Member States and/or to management and labour for the determination of the status of the employment contract or employment relationship during the period of parental leave, including the extent to which the worker may, during that period, continue to acquire rights vis-à-vis the employer, and on the basis of the purpose and structure of the framework agreement, that reference is to be understood without prejudice to **Clause 2.6**, which states that 'rights acquired or in the process of being acquired by the worker on the date on which parental leave starts shall be maintained as they stand until the end of parental leave'. That body of rights and benefits would be compromised if, where the statutory period of notice was not observed in the event of dismissal during part-time parental leave, a worker employed on a full-time basis lost the right to have the compensation for dismissal due to him determined on the basis of the salary relating to his employment contract. (Case C-116/08 Christel Meerts v Proost NV, 22 October 2009).

#### ZENTRALBETRIEBSRAT DER LANDESKRANKENHÄUSER TIROLS V LAND TIROL

Also in relation to **Clause 2.6** of the framework agreement, the CJEU ruled that it does not allow for a national provision such as that in a Law of the Province of Tyrol on contractual public servants, under which workers exercising their right to parental leave of two years lose, following that leave, their right to paid annual leave accumulated during the year preceding the birth of their child. (Case C-486/08 Zentralbetriebsrat der Landeskrankenhäuser Tirols v Land Tirol – 22 April 2010).

#### EVANGELINA GÓMEZ-LIMÓN SÁNCHEZ-CAMACHO V INSTITUTO NACIONAL DE LA SEGURIDAD SOCIAL (INSS) AND OTHERS

In the Spanish Case C-537/07, Evangelina Gómez-Limón Sánchez-Camacho v Instituto Nacional de la Seguridad Social (INSS) and Others, the CJEU argued very importantly that **Clause 2.6** of the framework agreement on parental leave has direct effect and can be relied on by individuals before a national court. That clause lays down an obligation to maintain rights acquired or in the process of being acquired by the worker on the date on which parental leave starts as they stand until the end of parental leave, including any changes arising in the meantime. The clause, which is intended to avoid any detriment to the rights of employees who have opted to take parental leave, thus requires, generally and in unequivocal terms, both national authorities and employers to recognise rights already acquired and those being acquired at the start of such leave and to guarantee that, at the end of the leave, employees will be able to continue to acquire rights as if that leave had not taken place. Accordingly, the content of that clause is thus sufficiently precise for that provision to be relied on by an individual and applied by courts.

Furthermore, **Clause 2.6** and **2.8** of the framework agreement does allow to take into account, in the calculation of an employee's permanent invalidity pension, of the fact that he has taken a period of part-time parental leave during which he made contributions and acquired pension entitlements in proportion to the salary received.

On the one hand, **Clause 2.6** of that framework agreement does not govern the entitlements and obligations derived from an employment relationship during parental leave, but refers to national legislation and to collective agreements in order to determine the regime governing the contract or employment relationship, including the extent to which the employee, during that leave, continues to acquire entitlements vis-à-vis his employer and under occupational social security schemes. On the other hand, **Clause 2.8** of that framework agreement refers to maintenance of social security benefits during the period of an employee's parental leave, without however imposing a specific obligation on Member States in that regard. Consequently, those provisions do not require the Member States to give workers a guarantee that, during the

period of their part-time parental leave, they will continue to acquire entitlements to future social security benefits to the same extent as if they had continued to work on a full-time basis.

As for **Clause 2.8** of the framework agreement does not impose obligations on the Member States, apart from that of examining and determining social security questions related to that framework agreement in accordance with national legislation. In particular, it does not require them to ensure that during parental leave employees continue to receive social security benefits.

Currently (March 2011), there is also a pending case from Spain in which the following questions in relation to the framework agreement were referred to the CJEU:

- Is **Clause 2.6** of Annex 1 to Council Directive 96/34/EC of 3 June 1996 to be interpreted as meaning that observance of rights in the process of being acquired extends to a pension for life on the ground of a person's total and permanent incapacity to perform her usual work, arising during the period of a year's parental leave taken in the form of a reduction in the working day and pay, as a result of an occupational disease contracted in carrying out the work she was employed to perform for the undertaking that gave the parental leave and revealing itself during that leave period, having regard to the fact that Social Security covers that benefit in subrogation to the obligations of the undertaking, by reason of the relationship of compulsory insurance against the risks of accidents at work and occupational diseases?
- If the reply to the first question is affirmative, is that provision to be interpreted as meaning that the guarantee of protection which it provides is infringed by a provision of domestic law that, with the object of fixing the amount of pension for total permanent invalidity on account of occupational disease, takes into consideration the pay received by the worker concerned and the contributions actually made on the basis of that pay in the 12 months before the operative event, during the greater part of which the worker made use of that leave with a reduction in her working day, pay and contributions, but does not provide any correcting factor making it possible to ensure that the object of that provision of Community law is achieved?
- At all events, and whatever the tenor of the answer to the foregoing questions, are **Clauses 2.8** and **4.2** of Annex I to that directive to be interpreted as meaning that the obligations and measures that they prescribe are incompatible with the application of a rule of calculation such as that described?

(Case C-452/08 - Emilia Flores Fanega v Instituto Nacional de la Seguridad Social (INSS), Tesorería General de la Seguridad Social (TGSS) and Bolumburu S.A.)



## ANNEX 2: FACTS AND FIGURES ON PARENTAL LEAVE SYSTEMS THROUGHOUT EUROPE

**TABLE 1: ALLOWANCES PAID FOR PARENTAL LEAVE IN SELECTED EUROPEAN COUNTRIES**

No pay	BG, ES, EL, IE, NL, PT, UK
Flat rate pay	AT, BE, CZ, DK, FR, HR, LU, PL, SK
Payment proportional to wage	DE, EE, FI, HU, IT, LT, LV, NO, RO, SE, SI

(Source: Maron, Leila, Danièle Meulders and Sile O Dorchai (2008) "Parental leave in Belgium", Brussels Economic Review / Cahiers Economiques de Bruxelles, Vol. 51, n°2/3, Summer-Autumn)

**TABLE 2: TAKE-UP OF PARENTAL LEAVE IN SELECTED EUROPEAN COUNTRIES**

Country	Take up level
CZ, DE, DK, FI, HU, IT, LU, PL, SI	High for mothers, below 10% of eligible fathers except SE
ES, FR, NL	Medium for mothers (1/3 to 2/3 of eligible women), very low for fathers other than NL (over 10%, often part-time)

(Source: PowerPoint presentation D. Foden (Eurofound) at the ETUC Conference "Implementing the revised Parental Leave Framework Agreement: meeting the challenges", 16-17 February 2011 – Brussels + inputs members ETUC Women's Committee)

## ANNEX 3: THE BROADER CONTEXT FACTS AND FIGURES ON OTHER FORMS OF LEAVE THROUGHOUT EUROPE (MATERNITY LEAVE, PATERNITY LEAVE, ADOPTION LEAVE, FILIAL LEAVE, WORKING TIME ARRANGEMENTS ETC.)

**TABLE 1: OVERVIEW OF MATERNITY LEAVE IN SELECTED EUROPEAN COUNTRIES**

Duration	Country
18 weeks +	BG, CZ, EE, FI, HU, IE, IT, SE, SK, UK
14-18 weeks	AT, BE, DK, EL, ES, FR, HR, LT, LU, LV, NL, PL, PT, RO, SI
14 weeks	DE, MT

(Source: PowerPoint presentation D. Foden (Eurofound) at the ETUC Conference "Implementing the revised Parental Leave Framework Agreement: meeting the challenges", 16-17 February 2011 – Brussels + own input members *ETUC Women's Committee*)

**TABLE 2: REPLACEMENT INCOME ON MATERNITY LEAVE IN SELECTED EUROPEAN COUNTRIES**

Amount of income	Country
100% average or basic income	AT, DE, DK, EE, EL, ES, FR, LT, LV, LU, MT, NL, PL, PT, SI
70 –99%	BG, HU, IE, IT, RO, SE
Below 70%	CZ, SK

(Source: PowerPoint presentation D. Foden (Eurofound) at the ETUC Conference "Implementing the revised Parental Leave Framework Agreement: meeting the challenges", 16-17 February 2011 – Brussels + inputs members *ETUC Women's Committee*)

**TABLE 3: OVERVIEW OF RIGHT TO PAID PATERNITY LEAVE IN SELECTED EUROPEAN COUNTRIES**

No right to paid paternity leave	BG, CZ, DE, IE, IT, SK
1-5 days	AT, EL, HU, MT, LU, NL, PL, RO
6-10 days	BE, DK, EE, LV, PT, UK
10+ days	ES, FI, FR, LT, SE, SI

(Source: PowerPoint presentation D. Foden (Eurofound) at the ETUC Conference "Implementing the revised Parental Leave Framework Agreement: meeting the challenges", 16-17 February 2011 – Brussels + inputs members ETUC Women's Committee)

**TABLE 4: PROVISION OF STATUTORY LEAVE ENTITLEMENTS IN SELECTED EUROPEAN COUNTRIES**

	Maternity leave	Paternity leave	Parental leave	Leave for sick children
Austria	▲▲▲	⊖	▲▲* F	▲▲▲ 10 ▲
Belgium	▲▲▲	▲▲▲	▲▲ I	▲
Croatia	▲▲▲ TR	⊖	▲▲ (▲) I+TR	▲▲▲ 20-40 ▲
Czech Rep.	▲ (▲) TR	⊖	▲▲* FN I	▲ (▲) 9 >
Denmark	▲▲ (▲)	▲▲ (▲)	▲▲ (▲) F	▲
Estonia	▲▲▲	▲	▲▲* F	▲▲▲ 14 >
Finland	▲▲▲	▲▲▲	▲▲ (▲) F	⊖ FN
France	▲▲▲	▲▲▲	▲▲* FN I	▲▲
Germany	▲▲▲	⊖	▲▲ (▲*) F	▲▲▲ 25 ▲
Greece				
a. private sector	▲▲	▲▲▲	▲ I	▲▲
b. public sector	▲▲▲	▲	▲ I	⊖
Hungary	▲▲▲	▲▲▲	▲▲ (▲)* F	▲▲▲ 14-UNLTD
Iceland	⊖ FN	⊖ FN	▲▲ (▲) F & I	⊖
Ireland	▲▲	⊖	▲ I	▲▲▲ 3 ▲
Italy	▲▲▲ TR	⊖	▲▲ I	▲
Luxembourg	▲▲ (▲)	▲▲▲	▲▲ I	▲▲▲ 2
Netherlands	▲▲ (▲)	▲▲▲	▲▲ I	▲▲▲ 10 ▲
Norway	⊖ FN	▲	▲▲ (▲) F & I	▲▲▲ 10-15
Poland	▲▲▲ TR	▲▲▲	▲▲ F	▲▲▲ 14 ▲
Portugal	▲▲▲ TR	▲▲▲	▲▲ I	▲▲▲ 15-30F ▲
Slovenia	▲▲▲	▲▲	▲▲ (▲) F	▲▲▲ 7-15> ▲
Spain	▲▲ (▲)	▲▲ (▲)	▲ I	▲▲▲ 2-4 ▲
Sweden	⊖ FN	▲▲▲	▲▲ (▲) F & I	▲▲▲ 120F
UK	▲▲	▲▲	▲ I	▲▲▲

(Source: adapted version of table in Moss, P. (2010) International Review of Leave Policies and Related Research 2010, Employment Relations Research Series n° 115, September 2010, London: Department for Business, Innovation and Skills, p. 36-37. Available on the LP&R website at: [http://www.leavenetwork.org/lp\\_and\\_r\\_reports/annual\\_reviews/](http://www.leavenetwork.org/lp_and_r_reports/annual_reviews/) + inputs members ETUC Women's Committee)

## KEY TO TABLE 4

### Maternity, Paternity, Parental leave and leave for sick children columns:

- ⊖ no statutory entitlement; in the case of Maternity leave, this includes countries that provide no additional leave to women in recognition of pregnancy and childbirth.
- ▲ statutory entitlement but unpaid, including EU member states covered by *force majeure* measure in Parental leave directive;
- ▲▲▲ statutory entitlement, paid but *either* at low flat-rate *or* earnings-related at less than 66 per cent of earnings *or* not universal *or* for less than the full period of leave;
- ▲▲ (▲) statutory entitlement, paid for all or part of duration to all parents at more than 66 per cent of earnings. Where a ceiling to payment exists, the second or third bullet point is bracketed, e.g. ( ).

### Maternity leave column:

- TR part of Maternity leave may be transferred to the father.

### Parental leave column:

- \* indicates the payment is made to all parents with a young child whether or not they are taking leave.
- F family entitlement;
- I individual entitlement;
- F & I some period of family entitlement and some period of individual entitlement.

### Leave for sick children column:

Number indicates number of days of paid leave per year per employee (or per family where F added); two sets of numbers (e.g. '15-30') indicates leave varies according to age or numbers of children; number followed by > indicates maximum number of days leave available per episode of illness, but further leave available if more episodes of illness. Number followed by ▲ indicates additional leave entitlements covering a wider range of family members than young children and/or situations of serious illness.

### Country footnotes (FN):

- **Czech Republic:** Parental leave may be taken until child is three years, but benefit is paid until child is four. Parents can take a maximum of nine days leave for any one illness of a child, but can take leave on as many occasions as are necessary.
- **Finland:** total post-natal leave includes period of low paid Childcare ('Home care') leave. All employees have access to leave to care for a sick child, with length and payment determined by collective agreements.
- **France:** Parental leave payment to parents with one child only made until six months after the end of Maternity leave.
- **Germany:** Parental leave payment up to maximum of 28 months; remainder of three year leave period unpaid.

- **Greece:** a = private sector employees; b = public sector employees. Women employees in both sectors can consolidate an entitlement to work reduced hours into a full-time leave of up to 3¼ months in the private sector and 9 months in the public sector. This extra leave option is not included in the total post-natal leave shown in the Table, which shows leave available to two parent family where both parents work in same sector.
- **Hungary:** for insured parents, leave is paid at 70 per cent of earnings until child’s third birthday, then at flat-rate; only mother is entitled to use in child’s first year. Either of the parents in a family with three or more children may take leave during the period between the third and the eighth birthday of the youngest child.
- **Iceland:** the law does not distinguish separate Maternity, Paternity and Parental leave, referring only to ‘birth leave’, part of which is for mothers, part for fathers and part for the parents to divide as they choose. Total post-natal leave includes period of unpaid leave after Parental leave.
- **Italy:** Parental leave is six months per parent, but total leave per family cannot exceed ten months.
- **Norway:** there is no separate Maternity leave; part of Parental leave is reserved for women before and after birth.
- **Portugal:** ‘Maternity leave’ has been replaced by ‘initial Parental leave’. Total post-natal leave includes period of unpaid leave after Parental leave.
- **Sweden:** there is no separate Maternity leave; part of the 480 days of paid Parental leave is reserved for women. Each parent is entitled to take Parental leave until a child is 18 months; but the 480 days of paid leave can be taken until a child is eight years.

**TABLE 5: RIGHT TO ADOPTION LEAVE IN SELECTED EUROPEAN COUNTRIES**

Adoption leave	Country
As parental leave	AT, LT, RO, SE
Like maternity and parental leave	CZ, EL, HU, IT, LU, SK
Like maternity leave	PL, UK
Like maternity and paternity leave	ES

(Source: PowerPoint presentation D. Foden (Eurofound) at the ETUC Conference “Implementing the revised Parental Leave Framework Agreement: meeting the challenges”, 16-17 February 2011 – Brussels + inputs members ETUC Women’s Committee)

**TABLE 6: RIGHT TO ADOPTION LEAVE IN SELECTED EUROPEAN COUNTRIES (2)**

Country	Duration	Payment
BE	4 -6 weeks and parental leave	
BU	6 months for each parent	No payment
DE	3 years	67% with ceiling
DK	32 -40 weeks	Like parental leave
EE	10 weeks	100% of average earnings
FI	234 working days	Like parental leave, for 234 days
FR	10 weeks	Like maternity leave
IE	40 weeks	24 weeks paid
LV	10 days	
LU	8 weeks (maternity leave) and parental leave	100% of salary / flat rate pay for parental leave period
MT	3 months for both parents	No payment
NL	4 weeks	Maternity allowance
PT	100 days for both adoptive parents	Special allowance
SI	120-150 days depending on age of the child	Yes

(Source: PowerPoint presentation D. Foden (Eurofound) at the ETUC Conference "Implementing the revised Parental Leave Framework Agreement: meeting the challenges", 16-17 February 2011 – Brussels + inputs members ETUC Women's Committee)

**TABLE 7: RIGHT TO FILIAL LEAVE IN SELECTED EUROPEAN COUNTRIES**

Country	Duration	Payment
AT	1-2 weeks	Yes
BE	10 days (or more unpaid)	Yes
DE	5 days for children	Yes
EE	To 14 days with care certificate	80-100%,
EL	4-12 days for children	Yes
ES	2 days	Yes
LU	5 working days per year	100% of salary

(Source: PowerPoint presentation D. Foden (Eurofound) at the ETUC Conference "Implementing the revised Parental Leave Framework Agreement: meeting the challenges", 16-17 February 2011 – Brussels + inputs members ETUC Women's Committee)

**TABLE 8: DIFFERENT NATIONAL PATTERNS OF FEMALE EMPLOYMENT**

Employment rates / part-time or full-time share	Country
High employment rates and low part-time share	CZ, EE, FI, HU, LT, PT, SI
High employment rates with higher share of part-time	AT, BE, DE, DK, FR, IE, LU, NL, SE, UK
Lower employment rates, largely full-time	EL, ES, IT, MT, PL

(Source: PowerPoint presentation D. Foden (Eurofound) at the ETUC Conference "Implementing the revised Parental Leave Framework Agreement: meeting the challenges", 16-17 February 2011 – Brussels + inputs members ETUC Women's Committee)



## ANNEX 4: IMPLEMENTATION CHECKLIST

It should be ensured that the following elements are taken into account in the implementation of the new Directive on Parental Leave into your national system:

- At least 4 months of parental leave are provided
- The parental leave period (or at least one month) is made non transferrable between parents
- The issue of income/payment is tackled
- Part-time, fixed-term, temporary agency workers are covered by parental leave
- A reference is made to the increasing diversity of family structures
- The qualifying period takes the sum of fixed-term contracts with the same employer
- Notice periods take into account the interests of both workers and employers
- Specific provisions are drawn up to cover parents of children with disabilities or long-term illnesses
- Specific provisions are drawn up to cover specific needs of adoptive parents.

## ANNEX 5: FURTHER READING, RESOURCES AND LINKS

### **ETUC AND GENDER EQUALITY**

The European Trade Union Confederation (ETUC) is strongly committed to achieving equality between women and men. Achieving gender equality entails changing Europe's long-hour work ethos and offering a better work-life balance for both men and women within a framework of comprehensive care provision.

The ETUC website provides information on a number of policy initiatives that the ETUC develops in the framework of gender equality and which can be consulted at: <http://www.etuc.org>

As key stakeholders in European social dialogue, the European Trade Union Confederation (ETUC) together with its European social partners – BUSINESSEUROPE, the European Association of Craft, Small and Medium-sized Enterprises (UEAPME) and the European Centre of Employers and Enterprises providing Public services (CEEP) – have made a commitment to enhancing gender equality in the labour market and workplace. Their European social dialogue has over time led to various outcomes related to gender equality, such as:

- Framework agreement on parental leave (revised) (2009)
- “Joint declaration to the EU and Member States: Fight discrimination and guarantee equality for all “ (2009)
- Joint letter from the European social partners on childcare (2008)
- European social partner report on reconciliation of professional, private and family life (2008)
- Framework of actions on gender equality (2005)

In addition, the ETUC has also developed position papers in relation to Commission consultations under articles 154-155 TFEU in the field of gender equality, the most recent being:

- ETUC Position on the Revision of the Pregnant workers Directive - 92/85/EEC (January 2009)
- ETUC Position on the Revision of the Pregnant workers Directive - 92/85/EEC (December 2009)
- ETUC Position on the second stage consultation of social partners on the review of Directive 86/613/EEC (2008)

- ETUC Position on the first stage consultation of the social partners on the review of Directive 86/613/EEC (2008)
- ETUC Position on the second stage consultation of the social partners at Community level on the reconciliation of professional, private and family life. (2007)
- ETUC Position on the first stage consultation of the social partners at Community level on the reconciliation of professional, private and family life (2006)

Or to so-called public consultations such as:

- ETUC reply to the EC consultation on the follow-up strategy to the Roadmap for equality between women and men 2006-2010 (2009)
- ETUC Position on the European Commission Communication 'Tackling the pay gap between men and women' (2008)

Furthermore, the ETUC has also adopted important own resolutions and positions on issues regarding gender equality, the most recent being:

- ETUC Resolution - Recommendations for improving gender balance in trade unions (2011)
- ETUC Resolution 'Reducing the gender pay gap' (2008)
- ETUC Charter on Gender Mainstreaming in Trade Unions (2007)

Finally, other interesting ETUC publications in the field:

- From membership to leadership: advancing women in trade unions: Ten things trade unions can do to promote gender balance (2011)
- From membership to leadership: advancing women in trade unions ( A resource guide ) (2010)
- Trade unions and women: Civil society dialogue bringing together workers from Turkey and the European Union through a shared culture of work (2010)
- 8 March Survey 2011 (2011)
- 8 March Survey 2010 (2010)
- 8 March Survey 2009 (2009)
- 8 March Survey 2008 (2008)
- Reconciling professional, private and family life: a key objective for the European trade union movement (2007)
- Women in trade unions in Europe: Bridging the gaps (2007)

## OTHER BOOKS, REPORTS OR ARTICLES

Clauwaert, S. (2010) "Towards a revised Parental Leave framework agreement/directive", Transfer: European Review of Labour and Research, August 2010 16: 431-435

COWI (2008), Study on the costs and benefits of options to improve provisions for the reconciliation of work, private and family life, Main Report, European Commission, June 2008

European Commission (2006) Reconciliation of work and private life - A comparative review of thirty European countries (2006) (This report contains an overview of policies targeted towards the reconciliation agenda of the 25 EU Member States. In addition, information is provided for three EEA countries, Iceland, Norway and Liechtenstein, and two Candidate countries, Bulgaria and Romania and is available at <http://ec.europa.eu/social/main.jsp?catId=738&langId=en&pubId=146&type=2&urtherPubs=no>

European Commission (2007) Report on Pregnancy, Maternity, Parental and Paternity Rights, March 2007 (Available at: [http://ec.europa.eu/employment\\_social/gender\\_equality/legislation/bulletin\\_en.html](http://ec.europa.eu/employment_social/gender_equality/legislation/bulletin_en.html))

European Commission (2008) Legal Approaches to Some Aspects of the Reconciliation of Work, Private and Family Life in Thirty European Countries, June 2008 (Available at: <http://ec.europa.eu/social/BlobServlet?docId=1774&langId=en>)

Moss, P. (2010) International Review of Leave Policies and Related Research 2010, Employment Relations Research Series n° 115, September 2010, London: Department

for Business, Innovation and Skills (Available on the LP&R website at: [http://www.leavenetwork.org/lp\\_and\\_r\\_reports/annual\\_reviews/](http://www.leavenetwork.org/lp_and_r_reports/annual_reviews/))

OECD (2011) Doing Better for Families, May 2011, (Available at: [http://www.oecd.org/document/49/0,3746,en\\_2649\\_34819\\_47654961\\_1\\_1\\_1\\_1,00.html](http://www.oecd.org/document/49/0,3746,en_2649_34819_47654961_1_1_1_1,00.html))

Sechi C. (2009) "Il nuovo accordo quadro sui congedi parentali in Europa: analisi del processo negoziale tra le parti sociali europee", Sindacalismo nr. 8, October 2009, 47-76

Thévenon, O. (2011) Family Policies in the OECD Countries: A Comparative Analysis, Population and Development Review, Volume 37, Issue 1, March 2011, p. 57–87 (Available at: <http://onlinelibrary.wiley.com/doi/10.1111/j.1728-4457.2011.00390.x/abstract> - Author is using comprehensive country-level data from the OECD Family database covering variables such as parental leave conditions, childcare service provision and financial support to families, this article discusses the diversity of family policy models in 28 OECD countries in terms of the balance between their different objectives and the mix of instruments adopted to implement the policies)

Wall, K., et. al. (2009) Family Policy in Council of Europe Member States, Strasbourg: Council of Europe, June 2009 (Available at: [http://www.coe.int/t/dg3/familypolicy/Source/Family\\_Policy\\_in\\_Council\\_of\\_Europe\\_member\\_states\\_en.pdf](http://www.coe.int/t/dg3/familypolicy/Source/Family_Policy_in_Council_of_Europe_member_states_en.pdf) and contains two expert reports commissioned by the Committee of Experts on Social Policy for Families and Children; one provides a comparative analysis of family policies, including leave, the other reviews developments and dynamics in a number of member states)

## **WEBSITES**

ETUC Resource centre: <http://resourcecentre.etuc.org/>

ETUI Labourline (on-line catalogue of the ETUI Documentation Centre): <http://www.labourline.org>

European Commission website – “Gender equality section”: <http://ec.europa.eu/social/main.jsp?langId=en&catId=418>

Eurofound: <http://www.eurofound.europa.eu/index.htm>

International network on leave policy and research (LP&R): <http://www.leavenetwork.org>



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