Athletes Unlimited

Pregnancy and Parenting Policies

Contract Provisions:

Physical Condition/Exams. … Player agrees to make a full and complete disclosure to League physician of any physical or mental condition which might impair her performance under this Contract … . This disclosure requirement does not include disclosure regarding pregnancy, and the decision whether to disclose pregnancy to League physician or League rests with Player.

Pregnancy. League will support and accommodate players who are pregnant or breastfeeding. If Player is or becomes pregnant and has no condition that prevents her performance under this Contract, she is entitled to perform Services if she so elects and this Contract will remain in full force. Reasonable accommodations and paid leave are available as set forth in the Rules as defined herein. If Player is or becomes pregnant and elects not to perform Services, she will be released from this Contract.

Parental Leave. Player may take up to two weeks of parental leave if, during the season, she becomes a parent through adoption, surrogacy, or legal guardianship, or because her spouse or partner gives birth. During parental leave, Player will receive 100% of Base Pay, plus any earned bonus. Player agrees to provide League notice of her need for parental leave at least 30 days in advance of the date on which her leave is to commence. If the need for leave is unforeseeable, Player agrees to notify League promptly once the need for leave is known.

Child Care. League aims to offer professional opportunity to players regardless of family status. If applicable, League will reimburse Player for certain child-care related expenses and such agreed expenses will be detailed in Appendix B. Such expenses may include but are not limited to in-market child-care for dependent children, out-of-market child-care for dependent children, or special housing or transportation accommodations.

Procedure and rules handbook:

Pregnancy, Breastfeeding, and Parental Leave
League will support and accommodate players who are pregnant. Players who are pregnant are entitled to play and compete during the Season and perform Out-of-Season services if they wish to and are cleared to do so after the Physical Examination. A Player who is pregnant is not required to notify League or Team Physician of her pregnancy; however, she may do so at her own discretion to ensure that she receives appropriate medical care in the event of a medical emergency during performance of Services. A Player who is pregnant is also strongly encouraged to consult with her own health care provider or obstetrician about any risks to her or her fetus of performing Services and any precautions or modifications that might be necessary to keep them both healthy.
If a Player elects to perform Services while pregnant and develops a pregnancy-related condition during the Season that affects her ability to play and compete, the PEC [Player Executive Committee] will discuss with the Player whether reasonable accommodations exist that will permit her to continue to play and compete. If a requested accommodation would not be possible or practical, the PEC and Player will discuss alternative accommodations that will assist Player. The Player should promptly notify the PEC of her need for accommodation. The PEC may request medical information or documentation from the Player and her health care provider. Medical information and documentation will be kept confidential. Examples of accommodations include but are not limited to: more frequent rest breaks; time off for medical appointments; provision of larger uniform; designation as an undrafted player for a week; excuse from one or more practices or games; and reassignment to a non-playing role. If the Player is absent on a game day or non-game day due to a pregnancy-related condition, the absence will not result in a reduction of Base Pay.

A leave of absence can be a reasonable accommodation, but the Player will not be required to take leave if the Player does not wish to and the Player is able to perform Services with or without a reasonable accommodation. If a Player takes leave as an accommodation due to a pregnancy-related condition that affects their ability to play or to give birth, the Player will receive 100% of their Base Pay, plus any bonus they have earned. Players on pregnancy-related or childbirth leave will remain in the player standings to ultimately collect their bonus, if any. Even if the Player is not able to play and compete due to a pregnancy-related condition, she will be expected to participate in League marketing and promotional activities to the extent that she is able.

Pregnancy will have no effect on the player’s eligibility for future contracts.

League will support and accommodate players who are breastfeeding. A Player who will be expressing milk during the Season should notify the PEC. The PEC will arrange for a private and sanitary location for the Player to use to pump and will make other reasonable accommodations, including providing break time, as necessary.

Up to two weeks of paid parental leave will be available to players who become parents during the Season through adoption, surrogacy, or legal guardianship or whose spouses or partners give birth during the Season. Players on parental leave will receive 100% of their Base Pay, plus any bonus they have earned. Players on parental leave will remain in the player standings to ultimately collect their bonus, if any. Players wishing to take paid parental leave must provide the League notice of their need for parental leave at least 30 days in advance of the date on which the leave is to commence. If the need for leave is unforeseeable, players must notify the League promptly once the need for leave is known.