

Model clause for Reproductive Health Leave and flexible work arrangements

Enterprise Agreements

1 Reproductive Health Leave

1.1 General Principle

[Insert employer's name] recognises that Employees sometimes face reproductive health concerns in their personal life that may affect their attendance or performance at work. Therefore, [insert employer's name] is committed to providing support to staff for reproductive health reasons and preventative reproductive healthcare when they occur.

1.2 Definition of Reproductive Health Reason

A reproductive health reason includes:

- a a condition or illness, whether temporary or permanent, related to reproductive health, including endometriosis, the menopause, dysmenorrhea; and,
- b any other experience of pain or discomfort relating to reproductive health.

A preventative reproductive healthcare measure includes:

- c measures to monitor the prostate or for cervical or breast screening.

2 General Measures

2.1 Proof of reproductive health reasons may be required and can be in the form a document issued by a medical practitioner, such as a general practitioner or specialist (as appropriate). A signed statutory declaration can also be offered as proof.

2.2 All personal information concerning an Employee's reproductive health will be kept confidential in line with [employer's policies] and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission. This does not prevent [insert employer's name] from keeping leave records as required by the Fair Work Regulations.

2.3 [Insert employer's name] will not take adverse action will not take against an employee, or victimise or unlawfully discriminate against them, if their attendance or performance at work suffers solely as a result of them experiencing reproductive health concerns.

2.4 [Insert employer's name] will identify contact/s in the Human Resources team who an Employee may contact if they are experiencing reproductive health concerns. [Insert employer's name] will ensure the Human Resources team have training to handle such requests with compassion and confidentiality.

3 Leave

3.1 An Employee with a reproductive health reason or need for preventative reproductive healthcare will have access to [insert amount of days leave sought by union] days per year of paid Special Reproductive Health Leave for medical appointments, rest and other activities reasonably related to reproductive health reasons. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

3.2 Special Reproductive Health Leave is non-cumulative.

3.3 Refer to clause [1.2] for definitions of reproductive health reason and preventative reproductive healthcare.

4 Flexible work arrangements

4.1 The parties are committed to providing supportive and flexible work arrangements.

Employees may request changes to their work arrangements if either:

- a the Employee is entitled to do so pursuant to s.65 of the *Fair Work Act 2009* (Cth) (the **FW Act**); or,
- b the Employee has a reproductive health reason or need for preventative reproductive healthcare (as defined at clauses [1.2]).

- 4.2** If any of the circumstances in s.65 of the Act and clause [4.1] apply to the Employee, they may request changes to their work arrangements. Changes may include, but are not limited to:
- a** A temporary decrease in hours worked (with a corresponding reduction in remuneration);
 - b** Changing starting or finishing times;
 - c** Changing the days of work;
 - d** Changing the location of work (including work from home);
 - e** Job sharing arrangements.
- 4.3** The Employee's request must be in writing and set out the details of the change sought and of the reasons for the change.
- 4.4** [Insert employer's name] must genuinely consider all requests for flexible working arrangements made under this clause.
- 4.5** Requests for flexible work arrangements must be balanced between the needs of the Employee and [insert employer's name] and practice team/department's needs.
- 4.6** Where:
- a** any of the circumstances referred to at clause [4.1], and in s.65 of the Act apply to the Employee; and
 - b** the Employee would like to change their working arrangements because of those circumstances an Employee request will be:
 - i** considered in accordance with s.65 of the Act;
 - ii** only refused on reasonable business grounds; and
 - iii** responded to in writing within 21 days, stating whether the request is granted or refused.
- 4.7** If [insert employer's name] refuses a request made in accordance with s.65 of the Act and this clause:
- a** the written response under clause [4.6] must include the details of the reason for the refusal; and
 - b** [Insert employer's name] must consult with the Employee (in person or in writing) as to whether there are any alternative arrangements that [insert employer's name] and the Employee may enter into in order to afford the Employee greater flexibility in respect of their circumstances. The Employee may bring a support person, including a Union representative to any such meeting.
- 4.8** For the avoidance of doubt, the Grievance Procedure [ensure this is applicable] in this Agreement shall apply to any dispute relating to this clause [4].
- 4.9** The Employee will also be advised of their right to appeal any refusal under the FW Act.