



Clause X

Reproductive Health and Wellbeing Leave and Supports

X.1 Introduction

1. The Employer recognises the importance of employees being able to manage and maintain their reproductive health and wellbeing at different stages of their life.
2. The employer is committed to providing support to staff for matters relating to their reproductive health. The employer recognises that reproductive health and wellbeing leave and workplace supports are important entitlements that provide time, flexibility and support for workers to address reproductive health matters that impact on their capacity to work or to take preventative health care measures.
3. The employer recognises that reproductive health can impact all workers, at all stages of their working lives.
4. The employer recognises that reproductive health impacts on work are particularly significant in affecting women's workforce participation, workplace health and safety, career progression, and the gender pay gap.

X.2 Definition

1. For the purpose of this clause, reproductive health is defined as including (but not limited to) any condition, illness or issue (including any experience of pain or discomfort), whether temporary or permanent, relating to menstruation, pregnancy, breastfeeding and lactation, contraception, miscarriage and pregnancy loss, perimenopause, menopause, chronic conditions such as polycystic ovarian syndrome and endometriosis, hormone therapy, fertility related issues, genetic carrier screening, In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services, vasectomy, hysterectomy and terminations, and preventative health care such as breast, cervical and prostate screening.

X.3 Entitlement to Reproductive Health and Wellbeing Leave

1. An employee, including a casual employee or a fixed term employee is entitled to up to ten [10] days per year of paid reproductive health and wellbeing leave for matters relating to their reproductive health as defined by this clause.
2. Reproductive health and wellbeing leave is in addition to existing leave entitlements. It may be taken as consecutive, single or part days, or as a fraction of a day. It can be taken without prior approval.

3. Employees do not need to have exhausted other forms of paid leave prior to accessing reproductive health and wellbeing leave.
4. All employees are entitled to the full ten days paid leave, including (but not limited to) full-time, fixed term, part time and casual employees, without distinction.
5. The leave will be available in full at the commencement of employment and subsequently in full at the start of each 12 month anniversary of the employee's employment.

X.4 Notice and Evidentiary Requirements

1. The employee shall give the employer notice as soon as reasonably practicable of their intention to take leave under this clause. This may be a time after the leave has commenced.
2. If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause. Such evidence may include a statutory declaration; or a document issued by a medical practitioner or registered health practitioner (as defined by the National Law) including a medical certificate; or other evidence that would satisfy a reasonable person. Such evidence does not need to detail the precise nature of any medical condition, illness, issue or procedure.
3. Enduring forms of evidence will be accepted and evidence does not need to be provided on each occasion leave is requested (for example, where there are recurring, ongoing or chronic symptoms, conditions or issues).

X.5 Flexible Working Arrangements and Workplace Adjustments

1. In order to provide support to employees and to provide a safe work environment, the employer will approve any reasonable request from an employee for reasons relating to their reproductive health , including but not limited to:
 - a. The right to work from home;
 - b. Access to flexible working hours and arrangements (such as a change in hours, patterns, days, duties and location of work);
 - c. Reasonable changes to the work environment, including facilities, to provide comfortable and safe working conditions (for example, which alleviate symptoms or facilitate treatment);
 - d. Provision of longer or more frequent breaks;
 - e. The ability to rest in a quiet area in the workplace;
 - f. Job sharing arrangements or job redesign;
 - g. The right to access reasonable unpaid leave; and
 - h. Any other change requested by an employee.
2. Such arrangements may be temporary, or employees may request ongoing flexible working arrangements and workplace adjustments to accommodate recurring, ongoing or chronic symptoms, conditions or issues.

X.6 General Measures

1. The employer must ensure that any personal information concerning an employee's reproductive health will be kept confidential and is not used for any purpose other than satisfying the employer in relation to the employee's entitlement to take reproductive leave. No information will be kept on an employee's personnel file without their express written permission. This does not prevent the employer from keeping leave records as required by the Fair Work Regulations.
2. Understanding the impact reproductive health can have, the employer will support employees if they have difficulties with work attendance or performance. No adverse action will be taken against an employee if their attendance or performance at work suffers for reasons related to their reproductive health. An employee will not be discriminated against, victimised or have adverse action taken against them because of their disclosure of; experience of; or perceived experience of; matters relating to their reproductive health.
3. The employer will nominate contact(s) in the workplace who an employee can contact if they are experiencing matters relating to their reproductive health. The employer will ensure the nominated contact people have training to handle such requests with compassion and confidentiality.