

Model clause

Reproductive Health Leave and Flexible Working Arrangements

For the purpose of this clause, reproductive health matter includes menstruation, perimenopause, menopause, polycystic ovarian syndrome, endometriosis, in vitro fertilisation (IVF) and other forms of assisted reproductive health services (for example, intrauterine insemination or hormone injections/replacements), vasectomy, hysterectomy and medical pregnancy terminations, complications surrounding miscarriage, or any other conditions that cause excessive pain or excessive bleeding.

Reproductive Health Leave:

- a) An employee is entitled to up to 12 days' paid reproductive health leave per annum for the purpose of attending and recovering from speciality appointments and treatments and/or management of ill health/symptoms related to a reproductive health matter.
- b) Leave as defined in this clause is non-cumulative and can be taken in part-days, single days, or consecutive days.

Flexible Working Arrangements:

In order to provide support to an employee to manage and/or alleviate symptoms relating to reproductive health and to provide a safe work environment, the employer will approve any reasonable request from an employee experiencing reproductive health issues, including but not limited to:

- (i) the right to work from home where practicable;
- (ii) flexibility regarding working hours (including break times);
- (iii) reasonable changes to work environment to provide comfortable working environment to alleviate symptoms or facilitate treatment;

Notice and evidence requirements:

- a) The employee shall give the employer notice as soon as reasonably practicable when accessing leave under this clause.
- b) If required by the employer, the employee is to provide evidence that would satisfy a reasonable person. Such evidence may be a document/s issued by a doctor or other treating health professional (including a medical certificate) or a statutory declaration.

