

REPRODUCTIVE HEALTH AND WELLBEING LEAVE

Contents

Authority and Application	1
Overview	1
Relevant provisions of the Agreement	2
Supplementary Guidance Information	2
1. Entitlement	2
2. Amount of leave	2
3. Meaning of per year of service	2
4. Payment for Reproductive Health and Wellbeing Leave	3
5. Deductions from Reproductive Health and Wellbeing Leave balance	3
6. Other workplace supports	3
7. Evidence requirements	4
8. Failure to provide documentary evidence.....	4
9. Cessation of employment	4
10. Movement between Employers covered by the Agreement	4
Making decisions under this policy	5
Dispute resolution	5
Further Information.....	5
Related policies or documents	5

Authority and Application

Clause 58 of the *Victorian Public Service Enterprise Agreement 2024* (the Agreement) applies to Victorian Public Service (VPS) Departments and Agencies (Employers) and their Employees covered by the Agreement.

Overview

Clause 58 of the Agreement provides a separate paid leave entitlement to support Employees who are unable to work because they are managing specified reproductive health and wellbeing conditions, including: endometriosis, polycystic ovary syndrome, menopause, menstruation, pregnancy complications or fertility treatment. The entitlement to Reproductive Health and Wellbeing Leave is not gender specific and any Employee, regardless of gender, who is experiencing a specified condition can access up to five days of paid leave (pro-rata for part-time Employees) per annum (non-cumulative) where their balance of accrued personal/carer's leave has reduced to 15 days or less.

The Employer may request the Employee provide appropriate evidence, for example a medical certificate, that would satisfy a reasonable person of the Employee's entitlement to take leave under Clause 58 of the agreement.

The paid leave element of clause 58 of the Agreement is only available to full-time and part-time Employees, not casual Employees. However, all Employees (including Regular Casual Employees) suffering from reproductive health and wellbeing issues may also request other workplace supports, including flexible work arrangements, to assist them to manage their symptoms.

It is acknowledged that reproductive health issues can be sensitive for both Employees and managers to talk about. Employers are committed to approaching these matters with respect for the Employee's autonomy and privacy. It is not intended that access to leave or adjustments under clause 58 of the Agreement will require intrusive information from the Employee, and any evidence provided under clause 58 of the Agreement will be treated confidentially.

Relevant provisions of the Agreement

Clause 58. Reproductive Health and Wellbeing Leave

Supplementary Guidance Information

1. Entitlement

- 1.1. Reproductive Health and Wellbeing Leave may be utilised (subject to the pre-conditions outlined in clause 58 of the Agreement) by an Employee for one of the reasons specified in clause 58.1 of the Agreement.

2. Amount of leave

2.1. Full-time employees

A full-time Employee whose balance of paid Personal/Carer's Leave reduces to 15 days or less can access up to five days of paid Reproductive Health and Wellbeing Leave per year of service (non-cumulative).

2.2. Part-time employees

2.2.1. A part-time Employee is entitled to a pro rata amount of paid Reproductive Health and Wellbeing Leave per year of service (non-cumulative) based on the part-time Employee's ordinary hours of work (based on their pro-rata annual entitlement to Personal/Carer's Leave).

2.2.2. For example, an Employee who is 0.5 EFT would be entitled to 2.5 days per annum of paid Reproductive Health and Wellbeing Leave after their balance of Personal/Carer's Leave has reduced to 7.5 days.

3. Meaning of per year of service

- 3.1. An eligible Employee is entitled to take up to five days paid Reproductive Health and Wellbeing Leave (pro-rata for part-time Employees) per year of service.

- 3.2. A year of service for the purposes of clause 58 of the Agreement commences on the Employee's anniversary date of commencement in the VPS or the commencement date after their last break in continuous service (whichever is the later).

- 3.3. This means an Employee's eligibility for paid Reproductive Health and Wellbeing Leave may also re-set on the Employee's anniversary date if their balance of Personal/Carers Leave goes back to 15 days or more (pro-rata for part-time Employees). In this case, the Employee would then resume taking Personal/Carers Leave for any future absences, until such time as their

balance returns to 15 days or less at which point their entitlement to access leave under clause 58 of the Agreement would be re-enlivened for the remainder of the year of service.

4. Payment for Reproductive Health and Wellbeing Leave

- 4.1. The Employer will pay an Employee for the hours of Reproductive Health and Wellbeing Leave they take at the ordinary hourly rate of pay they would have received had they been at work.
- 4.2. A full-time or part-time Employee who works a 7.6 hour day and takes one full day of Reproductive Health and Wellbeing Leave on that day will be paid 7.6 hours.
- 4.3. A full-time or part-time Employee who works more than a 7.6 hour day and takes one full day of Reproductive Health and Wellbeing Leave on that day will be paid for the hours they would have been paid had they been at work.
- 4.4. A part-time Employee working less than the equivalent of a full-time day or a full-time Employee who takes a part day, will be paid for the hours they would have been paid had they been at work.

5. Deductions from Reproductive Health and Wellbeing Leave balance

- 5.1. It is the intent of the parties in the Agreement, subject to meeting the qualifications outlined in clause 58 of the Agreement, to provide full-time equivalent Employees 5 days' paid Reproductive Health and Wellbeing Leave per year of service irrespective of the length of their ordinary hours of work or shift.
- 5.2. This means one day of leave under this provision equates to the number of hours the Employee would have been required to work on that day had they not taken leave. For example, a Monday to Friday non-shift worker who was rostered to work 7.6 hours on the day of absence would be entitled to be paid 7.6 hours and have one day deducted from their balance. Alternatively, a shift worker who is rostered to work a 10-hour shift on the day of absence would be paid for the 10-hour absence and have one day deducted from their balance. Similarly, a part-time Employee or Employee who works less than a full-day shift on the day of absence would be paid for the number of hours they would have worked had they not taken leave and have one day deducted from their balance.
- 5.3. For further guidance on how to calculate deductions please see section 5 of the Personal / Carer's Leave common policy.

6. Other workplace supports

- 6.1. All Employees (including Regular Casual Employees and Employees who exhaust or have not enlivened their paid leave entitlements under clause 58 of the Agreement) may access other workplace supports to assist them managing their reproductive health and wellbeing. Access to workplace supports is not dependent on an Employee's eligibility for paid leave under clause 58 of the Agreement.
- 6.2. Supports that may help Employees to manage symptoms or attend appointments may include accessing flexible work arrangements, for example:

- 6.2.1. working from home or other workplaces or another safe work environment,
 - 6.2.2. altering start or finish times,
 - 6.2.3. taking additional breaks throughout the workday,
 - 6.2.4. swapping ordinary workdays and non-workdays,
 - 6.2.5. access to quiet working spaces (where available),
 - 6.2.6. other adjustments to the workplace environment.
- 6.3. Where possible, Employees should discuss and agree to these workplace supports with their Employer in advance so that when circumstances arise, the supports can be readily accessed.

7. Evidence requirements

- 7.1. The Employer may request the Employees provide appropriate documentary evidence to support a claim for Reproductive Health and Wellbeing Leave, consistent with the evidence requirements for accessing Personal/Carers' Leave (refer to the Personal/Carers' Leave policy).
- 7.2. Appropriate documentary evidence is evidence that would satisfy a reasonable person of the Employee's entitlement to take leave under Clause 58 of the Agreement. For example, an Employee may provide a medical certificate from their treating practitioner that states they are experiencing symptoms associated with a reproductive health condition specified in clause 58 of the Agreement. Reasonable evidence is limited to confirmation that the Employee is experiencing a reproductive health issue covered by clause 58 of the Agreement and Employees are not required to disclose sensitive medical details.
- 7.3. Several of the specified conditions within the scope of the Reproductive Health and Wellbeing Leave entitlement are chronic medical conditions that may cause intermittent symptoms.
- 7.4. Employees may require ad hoc time off to manage these symptoms and it may not be reasonable to provide evidence for each requested absence. Consistent with the evidentiary requirements for Personal/Carers Leave (including Clause 56.10(c) of the Agreement - Chronic Health Conditions), Employers may accept periodic evidence in support of access to Reproductive Health and Wellbeing Leave and requests for other workplace supports.

8. Failure to provide documentary evidence

- 8.1. Where evidence is required by the Employer, Employees are required to provide the relevant documentary evidence within a reasonable period of time. If an Employee fails to comply with the requirement to provide the relevant documentary evidence within a reasonable timeframe, the absence may be regarded as unauthorised leave without pay. In these circumstances Employers should seek further guidance from their Human Resources or People and Culture Unit (or equivalent) about what other steps might be appropriate in the circumstances where leave is taken without approval and without reasonable cause.

9. Cessation of employment

- 9.1. Reproductive Health and Wellbeing Leave is not paid out on termination of employment.

10. Movement between Employers covered by the Agreement

- 10.1. A record of any remaining balance of Reproductive Health and Wellbeing Leave entitlements will be transferred between departments and agencies covered by the Agreement where there

is no break in service, along with accrued Personal/Carer's Leave entitlements to ensure Employees who transfer between Employers can continue to access their entitlement for each year of service.

Making decisions under this policy

Under s.20(1) of the *Public Administration Act 2004*, the public service body head has all the rights, powers, authorities and duties of an Employer, which will usually be delegated to staff within their Department or Agency. Employers should ensure that any actions under this policy are only taken by an Employee with the delegation to do so. Each Department and Agency should give effect to this policy in accordance with its own delegations.

Dispute resolution

An Employee who is directly affected by a decision made or action taken pursuant to clause 58 of the Agreement may apply for a review of actions under the Employer's review of actions policy or seek to resolve a dispute through the Resolution of Disputes procedure at clause 13 of the Agreement.

Further Information

Employees should refer to their Department or Agency's intranet for information on procedural requirements, systems and approval delegations.

For further information and advice please contact your local Human Resources or People and Culture Unit (or equivalent).

Related policies or documents

Common Policies

- Personal/Carers Leave
- Flexible Work Arrangements
- Parental leave
- Review of Actions

All policies can be found at <https://www.vic.gov.au/common-policies-victorian-public-service-enterprise-agreement>.

Authorised by Industrial Relations Victoria:

Key Details	Date
Version	Final as approved
Date	April 2025

If you print and store this document, you may be looking at an obsolete version. Always check the latest version of this document at <https://www.vic.gov.au/common-policies-victorian-public-service-enterprise-agreement>.