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## NHACE 2024 - Comparison against NHACE 2016

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This document outlines changes in NHACE 2024 – from NHACE 2016 (and does not address any other current NHACE in operation).

**(from NHVic website) The new agreement has various features as follows:**

*The agreement has been amended to make it more user friendly and compliant with legislative changes legislation and the National Employment Standard (NES). The structure of the agreement and clause referencing are improved with the intent of making the agreement easier to reference and use.*

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### Wage increase

**The NHACE 2024 provides 3% annual wage increase OR applies the Fair Work Commission (FWC) national minimum wage decision outcome - whichever is greater.**

**New provisions of NHACE 2024** (apart from legislation updates):

- The NHACE 2024 will operate until July 2028.
  - Three (3) days ex gratia annual leave to be taken at a time agreed between the employer and employee, for the life of the agreement. *(all employees and no minimum qualification period)*
  - New Domestic and Family Violence Leave support provisions (no increase in leave entitlement), including the ability to take unpaid and/or personal leave for this reason.
  - Ten (10) days gender affirmation leave entitlement for qualifying employees, as defined in section 42 of NHACE 2024.
  - Employers are required to consider reasonable 'work from home' requests from employees, in consideration of the needs of the organisation.
  - Union delegate training provisions, including five (5) days training leave for a union delegate to attend designated union training *(NB: this provision only applies to employers with more than 10 employees)*.
  - Provision to allow use of personal leave to care for unwell domestic pets.
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### FYI - Comparison table

Where column is blank – there is no different identified.

2016	2024	Difference
<b>Section 1 - Introductory</b>	<b>Part A - Introductory</b>	
1. Title	1. Title	
2. Arrangement		
3. Application of Agreement	2. Application of Agreement and Relationship to Award	Removes: reference to NTEU and United Voice. Nominal expiry date July 2028.

4. Definitions	3. Definitions	<u>Includes:</u> definition of domestic pet. <u>Includes:</u> Overtime defined per relevant Award. Union includes United Workers Union.
5. Anti-Discrimination	4. Anti-Discrimination	
6. Enterprise Flexibility	5. Enterprise Flexibility	
7. Union Delegates	6. Union Delegates	<u>Includes:</u> Union Training Leave – only applies to employers with more than 10 employees.
8. Individual Flexibility	7. Individual Flexibility	As well as arrangements for flexibility regarding when work is performed and leave loading, <u>includes</u> overtime rates, penalty rates and allowances can be varied. IFA can only be made after employment has commenced.
9. Dispute and Grievance Resolution Procedure	8. Dispute and Grievance Resolution Procedure	<u>Removes:</u> reference to National Employment Standards (NES).
10. Disciplinary Procedures	9. Disciplinary Procedures	<u>Includes:</u> outcomes option that the employee may be placed on a performance improvement plan until such time the employer is satisfied that the employees' performance is satisfactory. <u>Removes:</u> In order to avoid doubt, nothing in this clause shall be taken to limit an employee's entitlements under Workers Compensation legislation.
<b>Section 2 - Mode of Employment</b>	<b>Section B - Modes of Employment</b>	
11. Basis of employment	10. Basis of employment	<u>Removes</u> as bases of employment: Term time only (for childcare workers only) and casual. Defines full-time as 38 hours per week. See Attachment 1 re regular part-time employment.  <u>Fixed-Term</u> <u>Includes:</u> A fixed-term employee may be employed in accordance with relevant Award and/or NES.  <u>Removes:</u> An employee who has been employed continuously on a fixed-term basis for more than 5 years with the same employer is deemed to be a continuing employee. <u>Removes:</u> An employee who has been employed on a fixed-term basis, whose position is required, after the expiration of the period of fixed term employment, must be renewed if the position is required for a further fixed term and provided the service of the employee has been satisfactory. <u>Removes:</u> Where a fixed-term position is converted to an ongoing position the incumbent, if employed in that position for at least 12 months, is deemed, at the expiry of the fixed term to be a continuing employee. <u>Replaces:</u> details of casual arrangements with: Casual employees are engaged as per the applicable Award.
<b>Section 3 - Salaries and Classification</b>	<b>Section 3 - Salaries and Classification</b>	
12. Classification Structure	11. Classification Structure	
13. Incremental Progression	12. Incremental Progression	
14. Classification of Tutor/Teacher Employees	13. Classification of Tutor/Teacher Employees	

15. Payment of Wages	14. Payment of Wages	<u>Changes:</u> payment of wages to: The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates.
16. Wage Increases	15. Wage Increases	<u>Removes:</u> (expired) dates of wage increases.
17. Remuneration Packaging	16. Remuneration Packaging	
18. Superannuation	17. Superannuation	<u>Updated to reflect superannuation changes</u>  <u>Removes:</u> specification of which superannuation funds staff can be paid into. <u>Includes:</u> reference to employer contributions - An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee. <u>Includes:</u> references to voluntary employee contributions - An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer / The employer must pay the amount authorised by the employee no later than 28 days after the end of the month in which the deduction authorised was made.
<b>Section 4- Managing Change, Termination and Redundancy</b>	<b>Section 4- Managing Change, Termination and Redundancy</b>	
19. Consultation About Change	18. Consultation About Change	
20. Termination of Employment	19. Termination of Employment	<u>Includes:</u> table for period of notice of termination by an employee. See Attachment 2.
21. Redundancy	20. Redundancy	
<b>Section 5 - Allowances</b>	<b>Section 5 - Allowances</b>	
22. Allowances	21. Allowances	
23. Accident Make-Up Pay	23. Accident Make-Up Pay	<i>(note: inconsistency in numbering)</i>
<b>Section 6 - Hours of Work</b>	<b>Section 6 - Hours of Work</b>	
24. Hours of Work	24. Hours of Work	<u>Includes:</u> reference to tea breaks: (a) Every employee will be entitled to a paid 10-minute tea break for each four hours worked at a time to be agreed between the employer and employee. (b) Tea breaks will count as time worked.
25. Time off in lieu (TOIL) for Flexible Hours Arrangements and Overtime	25. Time off in lieu (TOIL) for Flexible Hours Arrangements and Overtime	<u>includes:</u> Time off instead of payment for overtime (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee. (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement. (c) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked. <u>NB: this may confuse</u> - because both agreements include: The calculation of overtime TOIL credits shall be

		in accordance with the overtime penalty rates as referred to in sub-clause 27.9.
26. Flexible Hours Arrangements	26. Flexible Hours Arrangements	
27. Overtime	27. Overtime	
28. Rest Periods	28. Rest Periods	
29. Preparation Time for Child Care Workers	29. Preparation Time for Child Care Workers	
<b>Section 7 – Leave and Public Holidays</b>	<b>Section 7 – Leave and Public Holidays</b>	
30. Annual Leave and Leave Loading	30. Annual Leave and Leave Loading	<u>Includes:</u> Additional annual leave: Employees shall be entitled to an additional three (3) days ex gratia annual leave to be taken at a time agreed between the employer and employee, for the life of this agreement. <i>(no minimum eligibility period)</i>
31. Purchased leave	31. Purchased leave	<u>Includes:</u> Annual leave in advance is provided for in the applicable Awards; Cashing out Annual leave is provided for in the applicable Awards; Excessive leave treatment is provided for in applicable Awards.
32. Public Holidays	32. Public Holidays	<u>Includes:</u> Grand Final day as a public holiday. <u>Includes:</u> An employer and employee may agree to swap a public holiday listed in the Gazette public holidays. This may be a local or regional public holiday in lieu of a metropolitan public holiday.
33. Personal Leave	33. Personal Leave	<u>Includes:</u> Member of a household includes a domestic pet.
34. Long Service Leave	34. Long Service Leave	<u>Updates</u> relevant legislation. <u>Includes:</u> in rate of pay during long-service leave: option of basing payment on the average time fraction for the entire period of continuous employment. <u>Includes</u> If anything is to stay in here on Portability we need to explain that the PLSA does not cover all staff and the entitlement under the PLSA does not match the accrual of the entitlement here (13 weeks LSL over 10 years V 8.67 weeks under the LSL Act 2018 (Vic); <i>NB: The PLSA provides access at 7 years – whilst NHACE 2024 does provide access or payment at 5 years. The PLSA will not reimburse for that LSL access where the NH is required to pay.</i>
35. Maternity Leave	35. Maternity Leave	
36. Paternity/co-parent leave	36. Paternity/co-parent leave	
37. Adoption Leave	37. Adoption Leave	
38. Court Appearance Leave	38. Court Appearance Leave	
39. Ceremonial Leave	39. Ceremonial Leave	
40. Cultural Purposes Leave	40. Cultural Leave	
41. Family Violence Leave	41. Family and Domestic Violence Leave	Significant differences. See Attachment 3.
	42. Gender Affirmation Leave	See Attachment 4.
42. Training and Professional Development	43. Training and Professional Development	
43. Savings clause	44. Savings clause	

<b>Section 8 – Occupational Health and Safety</b>	<b>Section 8 – Occupational Health and Safety</b>	
44. OH&S compliance	45. OH&S compliance	
45. Safety Provisions for Sole Workers	46. Safety Provisions for Sole Workers	
46. Bullying and Harassment	47. Bullying and Harassment	
47. Work Life Balance	48. Work Life Balance	
<b>Section 9 – Environmental Strategies</b>	<b>Section 9 – Environmental Strategies</b>	
48. Environmental Strategies	49. Environmental Strategies	

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Attachment 1

**Regular part-time employment. (Fair Work Act 2009 (cth) amendments)**

10.3 A regular part-time employee is entitled to all the provisions of this Agreement but calculated on a pro rata basis.

10.4 Before commencing employment, the employer and employee will agree in writing on:

- (a) a regular pattern of work including the number of ordinary hours to be worked each week (the guaranteed hours), and
- (b) the days of the week the employee will work and the starting and finishing times each day.

10.5 The agreed regular pattern of work does not necessarily have to provide for the same guaranteed hours each week.

10.6 The agreement made pursuant to clause 10.4 may subsequently be varied by agreement between the employer and employee in writing. Any such agreement may be ongoing or for a specified period of time.

10.7 An employer must not require a part-time employee to work additional hours in excess of their guaranteed hours. However, an employee may agree to work hours that are additional to their guaranteed hours.

10.8 Review of guaranteed hours

10.9 Where a part-time employee has regularly worked more than their guaranteed hours for at least 12 months, the employee may request in writing that the employer vary the agreement made under clause 10.4.

10.10 The employer must respond in writing to the employee's request within 21 days.

10.11 The employer may refuse the request only on reasonable business grounds.

10.12 Before refusing a request made under clause 10.4, the employer must discuss the request with the employee and genuinely try to reach agreement on an increase to the employee's guaranteed hours that will give the employee more predictable hours of work and reasonably accommodate the employee's circumstances.

10.13 If the employer and employee agree to vary the agreement made under clause 10.4, the employer's written response must record the agreed variation.

10.14 If the employer and employee do not reach agreement, the employer's written response must set out the grounds on which the employer has refused the employee's request.

10.15 Clause 10.4 is intended to operate in conjunction with clause 10.4 and does not prevent an employee and employer from agreeing to vary the agreement made under clause 10.4 in other circumstances.

10.16 An employee cannot make a request for a review of their guaranteed hours when:

- (a) The employee has refused a previous offer to increase their guaranteed hours in the last 6 months; or
- (b) The employer refused a request from the employee to increase their guaranteed hours based on reasonable business grounds in the last 6 months.

Attachment 2

**Table 1—Period of notice of termination to be given by employee (*from NES – was not previously included in NHACE*)**

<b>Column 1 Employee's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2 Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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## **Domestic and Family Violence Leave (includes amendments to *Fair Work Act 2009* (cth))**

### **General Principle**

This term provides for the following entitlements:

- 10 days paid family and domestic violence leave (all employees at commencement and not pro-rata);
- Ability to use personal leave once paid family and domestic violence is exhausted;
- 5 days paid support persons leave;
- Confidentiality and recordkeeping rules;
- Workplace supports for people experiencing family and domestic violence;
- Workplace safety; and
- Anti-discrimination.

### **Definition of family and domestic violence leave**

41.2 For the purposes of this Agreement, **Family and Domestic Violence** is violent, threatening or other abusive behaviour by a close relative of an employee, a member of an employee's household, or a current or former intimate partner of an employee, that seeks to:

- coerce and control the employee; and
- causes the employee harm or to be fearful.

41.3 A **close relative** of the employee is a person who:

- is a member of the employee's immediate family;
- is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

*NB: The behaviour does not need to be directed at the Employee to meet the definition of family and domestic violence. Behaviour directed towards other people (such as children, friends, family members or even members of the broader community) may be Family and Domestic Violence for the purposes of this clause.*

### **41.4 Paid family and domestic violence leave**

41.4.1 Paid family and domestic violence leave is provided by the NES. This clause supplements the NES.

### **41.5 Entitlement to paid family and domestic violence leave**

41.5.1 An employee is entitled to 10 days of paid family and domestic violence leave in a 12-month period.

### **41.6 Accrual of leave**

41.6.1 Paid family and domestic violence leave:

- a. is available in full at the start of each 12-month period of the employee's employment; and
- b. does not accumulate from year to year; and
- c. is available in full to part-time or casual employees.

41.6.2 The start of a casual or fixed-term employee's employment is taken to be the start of the employee's first period of employment with the Employer.

### **41.7 Taking paid family and domestic violence**

41.7.1 An employee may take paid family and domestic violence leave if:

- a. the employee is experiencing family and domestic violence; and
- b. the employee needs to do something to deal with the impact of family and domestic violence.

*NB: This clause covers a wide range of activities, examples may include arranging for the safety of the employee or a close relative, relocating the employee or a close relative, attending court hearings, accessing police services, accessing family and domestic violence services, attending counselling, and attending appointments with medical, financial or legal professionals.*

41.7.2 An employee may take paid family and domestic violence leave as

- a. a single continuous 10-day period; or
- b. separate periods of one or more days; or
- c. a period of less than one day.

41.7.3 If the period during which an employee takes paid family and domestic violence leave includes a day or part-day that is a public holiday in the place where the employee is based for work-purposes, the employee is taken not to be on paid family and domestic violence leave on that public holiday.

#### **41.8 Payment**

41.8.1 If an employee takes a period of paid family and domestic violence leave the employer must pay the employee, in relation to the period:

- a. for an employee other than a casual employee--at the employee's full rate of pay, worked out as if the employee had not taken the period of leave; or
- b. for a casual employee--at the employee's full rate of pay, worked out as if the employee had worked the hours in the period for which the employee was rostered.

41.8.2 **Full rate of pay** means the rate of pay payable to the employee, including all the following:

- a. incentive-based payments and bonuses;
- b. loadings;
- c. monetary allowances;
- d. overtime or penalty rates;
- e. any other separately identifiable amounts.

41.8.3 Without limiting clause 41.8.1(b), an employee is taken to have been rostered to work hours in a period if the employee has accepted an offer by the employer of work for those hours.

41.8.4 A casual employee may take a period of paid family and domestic violence leave that does not include hours for which the employee is rostered to work. However, the employer is not required to pay the employee in relation to such a period.

#### **41.9 Unpaid family and domestic violence leave**

41.9.1 If an employee has taken their full entitlement to paid family and domestic violence leave, then the employee will be entitled to use personal leave where additional leave is required for this purpose.

41.9.2 If personal leave is exhausted, the employee is entitled to unpaid family and domestic violence leave if they meet the requirements for taking paid family and domestic violence leave under this agreement.

41.9.3 If the period during which an employee takes unpaid family and domestic violence leave includes a day or part-day that is a public holiday in the place where the employee is based for work-purposes, the employee is taken not to be on paid family and domestic violence leave on that public holiday.

41.9.4 Nothing in this clause will prevent the employee from accessing other types of paid or unpaid leave under this Agreement or the NES.

#### **41.10 Leave to support another person experiencing family and domestic violence**

41.10.1 An employee who is not entitled to take paid family and domestic violence leave under this agreement may take 5 days of paid leave in each 12-month period to support a person who is experiencing paid family and domestic violence (**paid support persons leave**).

41.10.2 An employee taking paid support persons leave will be paid at their base rate of pay for their ordinary hours of work during the period that they take paid support persons leave.

41.10.3 Support persons leave accrues in full at the start of each 12-month period and does not accumulate year to year.

41.10.4 If the period during which an employee takes paid family and domestic violence leave includes a day or part-day that is a public holiday in the place where the employee is based for work-purposes, the employee is taken not to be on paid family and domestic violence leave on that public holiday.

41.10.5 Nothing in this clause will prevent an employee from accessing other types of paid or unpaid leave under this Agreement or the NES.

#### **41.11 Notice and evidence requirements**

41.11.1 An employee is not entitled to take paid family and domestic violence leave, unpaid family and domestic violence leave, or support persons leave unless they comply with the notice and evidence requirements in clauses 41.11.2 through 41.11.5.

41.11.2 An employee must give the Employer notice of the taking of paid family and domestic violence leave.

41.11.3 The notice:

- a. must be given as soon as practicable (which may be after the leave has started); and
- b. must advise the employer of the period, or the expected period, of the leave.

41.11.4 An employee who has given notice of the taking of paid family and domestic violence leave must, if required by the Employer, give the employer evidence that would satisfy a reasonable person that the leave that the employee is taking the leave for the reason specified in clause 41.7.1.

41.11.5 The employer will not require the employee to provide evidence under clause 41.11.4 unless the employee takes more than [5] days of leave [in the 12-month period/at one time].

#### **41.12 Confidentiality & Record Keeping**

##### **General**

41.12.1 All personal information concerning domestic violence will be kept confidential in line with the employer's policy and Australian law. The employer will not keep written records of an employee's disclosure of family and domestic violence, or any supports offered under clause 41.13 without the employee's written permission or if required under Australian law.

##### **Confidentiality – Paid and unpaid family and domestic violence leave**

41.12.2 The Employer must take steps to ensure information concerning any notice or evidence an employee has given of the employee taking paid or unpaid family and domestic violence leave is treated confidentially, as far as it is reasonably practicable to do so.

41.12.3 The employer must not, other than with the consent of the employee, use such information for a purpose other than satisfying itself in relation to the employee's entitlement to leave under this Subdivision. In particular, an employer must not use such information to take adverse action against an employee.

41.12.4 Nothing in this Agreement prevents the Employer from dealing with information provided by an employee if doing so is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

### **Pay slips**

41.12.5 The employer will not record the following information on pay slips:

- a. a statement that an amount paid to an employee is paid in respect of paid family and domestic violence leave; and
- b. a statement that a period of leave taken by the employee has been taken as paid or unpaid family and domestic violence leave; and
- c. the balance of an employee's entitlement to paid family and domestic violence leave.

41.12.6 Unless requested by the employee, an amount paid to an employee for taking a period of paid or family and domestic violence leave:

- a. must not be reported on a pay slip as an amount paid to the employee for taking a period of leave; and
- b. must instead be reported on the pay slip as an amount paid to the employee for the performance of the employee's ordinary hours of work or as another kind of payment made in relation to the performance of the employee's work.

41.12.7 The Employer will consult the employee about their preference for the recording of paid or unpaid family and domestic violence leave before issuing pay slips.

### **41.13 Supporting employees experiencing family and domestic violence**

41.13.1 The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer understands the traumatic nature of family and domestic violence. The Employer is committed to providing support to staff that experience family and domestic violence.

#### **Family and domestic violence workplace contacts**

41.13.2 The Employer will appoint a family and domestic violence workplace contact person to provide a point of first contact for employees experiencing family and domestic violence.

41.13.3 The name and contact details of the family and domestic violence contact person shall be communicated to all employees.

41.13.4 The Employer will ensure the family and domestic violence contact person is trained in handling family and domestic violence and privacy issues sensitively.

#### **Workplace Supports**

41.13.5 The Employer will provide an Employee Assistance Program (EAP) that offers appropriate professional support for people experiencing family and domestic violence. An employee who discloses that they are experiencing family and domestic violence will be offered a referral to the EAP.

41.13.6 An employee that discloses that they are experiencing domestic violence will be provided with referrals to local specialist family and domestic violence resources, support and referral services.

#### **Individual Support**

41.13.7 The employer will approve any reasonable request from an employee experiencing family and domestic violence for:

- a. changes to their span of hours or pattern of hours and/or shift patterns;
- b. job redesign or changes to duties;

- c. changes to the location of work;
- d. a change to their telephone number or email address to avoid harassing contact;
- e. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

#### **41.14 No Discrimination**

41.14.1 The employer will take not take adverse action or discriminate against an employee because:

- a. they have disclosed an experience of family and domestic violence,
- b. are experiencing family and domestic violence, or
- c. any perception that the employee is experiencing family and domestic violence.

41.14.2 The Employer will not take disciplinary action against an employee if their attendance or performance at work suffers because they are experiencing family and domestic violence.

#### **41.15 Workplace Safety**

41.15.1 The Employer will develop workplace strategies to ensure that employees and visitors are protected in circumstances where an employee's experience of domestic violence may place the employee, other employees or visitors at risk of harm at the workplace.

41.15.2 The Employer will ensure that the domestic violence contact person is trained to implement the safety strategies and that the strategies are clearly understood by the affected employees.

41.15.3 If an employee experiencing family and domestic violence, other employees or visitors of the employer may be at risk of harm, the employer will implement the strategies in clause 41.15.1.

## **42. GENDER AFFIRMATION LEAVE (new provision)**

42.1 In the event of an employee who intends to or is transitioning gender, The Employer and relevant parties including the ASU will make every effort to protect the privacy and safety of transitioning workers during and post transition.

42.2 Upon request by an employee, the Employer will update employee records and directories to reflect the employee's name and gender change. The Employer will ensure that all workplace-related documents, inclusive of titles, are also amended to reflect the change.

This may include but not be limited to name tags, employee ID's, email addresses, organizational charts, and rosters. No records of the employee's previous name, sex or transition will be maintained post-transition, unless required by law or requested by the employee.

42.3 The Employer will provide safe bathroom and change room facilities to a worker during and after transition. The Employer recognises that a transitioning worker has the right to use the washroom of their lived gender, regardless of whether or not they have sought or undertaken surgeries.

42.4 The Employer agrees to adopt the VEOHRC transition plan template as part of their policies and procedures. The Employer will offer to undertake a transition plan with the Employee, upon an employee informing The Employer they intend to transition. The transition plan will be undertaken within a reasonable time upon request of an employee and reviewed quarterly to address any future amendments the employee wishes to make.

A copy of the transition plan will be made available to the employee and The Employer (maintained on the employee's file and restricted to access by human resources unless otherwise agreed by the employee).

### **Definitions**

'Transition' means: Transitioning refers to the process where a transgender employee commences living as a member of another gender. This is sometimes referred to as the person 'affirming' their gender. This may occur through medical, social or legal changes. Employees may transition in different ways. For example, not all will choose to undergo surgery for a range of reasons including the availability, cost or desire. It is the Employer's responsibility to ensure that transgender and/or transitioning employees are protected from harassment and bullying.

42.5 Transition Leave Entitlements the Employer will provide employees a total 10 days paid transition leave per annum for essential and necessary gender affirmation procedures, inclusive of but not limited to; medical, psychological, union consultation, hormonal, surgical, legal status and documentation amendment appointments. Leave agreement or transition plan will include a statement from the Employer that related time off from work will not be used for absence management, discipline or monitoring purposes. That time off from work will not lead to a break in continuity of service or loss of seniority. The leave may be taken in block or in singular days. This entitlement is in addition to all other types of leave available to employees. Supporting someone accessing transitioning leave A person who is supporting someone accessing transitioning leave will be entitled to 5 paid days per year to do so. This may include attending appointments with them, caring for them if they have undergone surgery and so on.

42.6 Training should be provided by the Employer for staff working with people who may choose to transition. The training should be organised by the Employer and offered during the hours of work. The Employer will consult with the union and employee about the preferred training provider. Employer Obligations 24-hour notice must be provided in writing to the employee should the Employer want to discuss the employee's transition plan. The Employer must uphold their commitment to the transition plan. The Employer must provide flexibility and support to the employee who is transitioning, for instance providing for the capacity to work at home/access to flexible work arrangements in the instance that transition leave entitlements have been exhausted. At a minimum the transition plan should be

reviewed annually, with the worker able to request a review at any time. Where necessary the employee can access light duties or transfer to safe work under OHS obligations.

**Dispute Resolution and Equal Opportunity Measures Available**

42.7 The Employer has a zero-tolerance approach to discrimination and harassment. In the event that disputes arise about this clause, or experiences in the workplaces that constitute discrimination or harassment employees may access the dispute resolution clause in this agreement. Alternatively, employees may access the VEOHRC and related jurisdictions for advice and issue resolution.

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