

FLEXIBLE WORKING HOURS AGREEMENT

1.0 TITLE OF THE AGREEMENT

This Agreement shall be known as the New South Wales Trade & Investment Flexible Working Hours Agreement.

2.0 ARRANGEMENTS

1. Title of the Agreement
2. Arrangements
3. Definitions
4. Area, incidence, duration and Statement of Intent
5. Standard hours
6. Contract hours
7. Business hours
8. Staffing levels and rosters
9. Hours of work
10. Bandwidth
11. Core time
12. Overtime
13. Meal breaks
14. Accumulation and carry over - full time staff
15. Accumulation and carry over - part time staff
16. Travelling time, within and outside the bandwidth
17. Flex Leave
18. Submission of Flex Attendance Record
19. Joining the Department
20. Separation from the Department
21. Grievance and dispute resolution
22. Breaches of the agreement
23. Communications and implementation
24. Suspension of flexible working hours during emergency events or extenuating circumstances
25. Natural Emergencies and Major Transport Disruptions
26. Duration of the Agreement

3.0 DEFINITIONS

3.1 Flexible Working Hours

For the purpose of this Agreement flexible working hours, hereinafter referred to as flexitime, is a system of attendance operating within the Department whereby an individual staff member may select their starting and finishing times on each normal working day, subject to the approval of the Department, and in accordance with conditions set out in this Agreement.

3.2 Department

Department means NSW Trade & Investment Regional Infrastructure & Services (NSW Trade & Investment) and includes the Office of the NSW Food Authority and the Office of the Rural Assistance Authority.

3.3 Department Head

Department Head means the Director-General of NSW Trade & Investment or the nominated delegate.

3.4 Associations/Unions

Associations and/or Unions shall mean;

- the Public Service Association of NSW and the Professional Officers' Association Amalgamated Union of New South Wales
- the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

3.5 Award

Award means the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* or its successor.

3.6 Flexible Working Hours Agreement

Flexible Working Hours Agreement applies permanent or temporary employees employed under the Public Sector Employment Management Act 2002, either full time or part time.

3.7 Ordinary Working Hours

Full time ordinary working hours shall be 35 hours per week Monday to Friday (within the Bandwidth).

3.8 Bandwidth

Bandwidth is the period during the day when staff may record time worked.

3.9 Core time

Core time is the specified period during the day when staff are required to be on duty, unless on a meal break or on authorised leave.

3.10 Standard Hours

Standard working hour's means the ordinary hours of duty which are worked in the absence of flexible working hours. The hours of duty are deemed to be 8:30am to 4:30pm, Monday to Friday, with a lunch break of one hour.

3.11 Contract Hours

Contract Hours are the minimum hours a staff member is required to be on duty during a settlement period.

3.12 Settlement Period

Settlement Period means the 12 week period in which time is recorded, commencing on a Monday and concluding on a Friday.

3.13 Part time Staff

Any staff member where the ordinary hours of work are less than 35 per week or 7 hours per standard work day.

3.14 Daily Contract Hours

A contract engagement for a full day is limited to a maximum of 7 hours pay per standard work day.

4.0 AREA, INCIDENCE, DURATION AND STATEMENT OF INTENT

This Agreement is to be read in conjunction with the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*. This Agreement is made between the following parties, namely

- The Secretary of the Treasury;
- The Department and
- The Associations

In accordance with the provisions of Clause 10. *Local Arrangements* of the Award. The purpose of the Agreement is to modify Clause 21. *Flexible Working Hours* of the Award as it applies to the Department.

This Flexible Working Hours Agreement rescinds and replaces all previous Agreements or Memorandum of Understanding's operating within the Department at the date this Agreement is approved.

Unless otherwise described in this Agreement, any remaining provisions of Clause 21 of the Award shall continue to apply for the term of the Agreement.

This Agreement shall not cover staff members of the Department whose contract hours of work are in excess of 35 hours per week, in accordance with another award, agreement, or determination, Senior Executive Service, Senior Officers, casual staff members or staff on individual contracts.

This Agreement shall facilitate the equitable administration of Flexitime within the Department to ensure that staff members covered by the Award are able to make use of accumulated hours of work, over and above their contract hours, to the fullest extent possible, as envisaged under the terms of the Award.

The parties to this Agreement acknowledge that there is a need for line management and staff members to plan work to ensure that business needs and requirements are resourced to provide quality service to the public and clients. Line management in consultation with staff need to plan the hours to be worked in a settlement period, the flex leave to be taken in a settlement period, and if overtime is to be worked then the number of hours of overtime involved.

The working of additional hours above the contract hours is dependent on requirements to meet organisational business needs of the Department and the availability of work.

The parties to this agreement are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with business workloads, work deadlines and the balance between work and family life.

All parties are committed to managing time worked to ensure business needs and requirements are met and to prevent any forfeiture of credit hours accumulated under this Flexible Working Hours Agreement.

The Associations and Department shall monitor the operation of this Agreement by bringing identified operational and administrative problems, and any matters which cannot be resolved in the first instance at the workplace level, to the Divisional Operational Consultative Committee (DOCC).

The conditions of this agreement will only be available to staff member's who meet the requirements of Clause 18 – Submission of Flex Attendance Record.

Actual working hours and patterns of work will be determined by mutual agreement between a staff member and their supervisor. Decisions regarding working hours and patterns of work shall be made by taking into account the following factors:

- personal commitments and needs of the staff member;
- the convenience and operational requirements of the Department;
- the customer contact hours of the Department;
- seasonal peaks of work within the Department;
- the availability of necessary and productive work within the work unit;
- the need to limit the working of overtime;
- Workplace Health, Safety and equity issues; and
- any other factors as may be agreed, from time to time, by the parties.

5.0 STANDARD HOURS

5.1 Notwithstanding the provisions of this clause, the Department Head may direct that standard hours and not flexible hours be worked:-

5.1.1 Where the Department Head decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the Department or section of the Department, the relevant union shall be consulted, where appropriate.

5.1.2 As remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hour's scheme.

5.2 Standard hours for full time staff members shall not be more than seven (7) hours per normal working day. Standard hours for staff members employed on a part time basis, either on a temporary or permanent basis shall be prescribed in their contract of employment, or part time work agreements.

5.3 A staff member may elect to work standard hours on each normal working day, with agreed starting and finishing times within the bandwidth established under this Agreement, subject to the approval of the Department Head or their delegated nominee.

5.4 No staff member shall be directed to work less than standard hours on any normal working day.

6.0 CONTRACT HOURS

6.1 For the purposes of this Agreement, the minimum contract hours required of a full time staff member for a settlement period shall be 420 hours. (i.e. 35 hrs x 12 weeks) Contract hours for part time staff members shall be prescribed in their part time agreement or contract of employment.

6.2 Credit and debit hours accumulated during a settlement period shall be calculated in accordance with Clause 14.0 and Clause 15.0 of this Agreement.

6.3 No staff member will receive a payment for ordinary hours worked in a work day within the bandwidth that is greater than the staff member's daily contract hours.

7.0 BUSINESS HOURS

Business hours are the span of hours during which the Department's offices are open to members of the public, currently 8:30 am to 4:30 pm or 9:00am to 5:00pm Monday to Friday, dependant upon the operational requirements of the location.

8.0 STAFFING LEVELS AND ROSTERS

8.1 The Department, Associations and staff shall co-operate to ensure that adequate staffing levels are maintained in Department offices to ensure that, as far as practicable, the full range of client services available from each office is available to the public.

8.2 Staff members working in public contact areas, or in workplaces where small numbers of staff members work on any normal working day, may be directed to work under a roster system to ensure the equitable operation of this Agreement.

8.3 The Department shall ensure that adequate staffing arrangements are implemented with each roster in order that no staff member is disadvantaged.

8.4 Any roster arrangement, or operation of a roster, shall be negotiated between the line manager and staff members at the place of work the roster is proposed to operate. Any staff members(s) may request an Associations delegate, or official, to assist with the negotiation of such an arrangement.

8.5 As far as practicable, a timetable for the operation of the rostering arrangement of at least three (3) months should be negotiated.

8.6 Staff members at the same place of work, subject to mutual agreement, may exchange rostering arrangements for a specific period, provided any such arrangement does not involve the accumulation of excess credit or debit hours.

9.0 HOURS OF WORK

9.1 A staff member may select their starting and finishing time within the bandwidth, subject to core time provisions and with the Department's concurrence.

9.2 All staff members covered by the terms of this Agreement may elect to work in excess of, or less than, standard hours on any normal working day unless otherwise directed in accordance with subclause 9.1.

9.3 A staff member may apply in writing to the Department Head to work flexitime outside the bandwidth and/or vary core time stated in this clause on a temporary or permanent basis, for personal or family reasons, or to meet the Department's operational requirements. The Department Head shall advise the Associations of the determination made on each application.

9.4 A staff member should not work (including official travel within bandwidth) in excess of 45 hours per week. Supervisors are to actively discourage staff from working in excess of 45 hours per week.

Individual work areas are to develop appropriate systems to allow for the regular monitoring by line management of hours worked by individuals during the flex period prior to the end of the settlement period. Such reviews are to occur at least at the end of each 4 week period of the settlement period.

Line management must bring to the notice of their staff member where there is a possibility that the balance of hours at the end of the settlement period will be in excess of 14 hours debit or in excess of 42 hours credit. Line management should re-determine work priorities and resource requirements to assist their staff to action the reduction of excess credit or debit hours by the end of the settlement period.

9.5 The Department Head may direct a staff member to reduce their hours of work during any normal working week during a settlement period, on health and safety/staff welfare grounds, if there is cause to believe that the staff member is working excessive hours.

10.0 BANDWIDTH

The bandwidth operating during the term of this Agreement shall be between the hours of 6:00 am and 10:00 pm on each normal working day. Any time worked outside the bandwidth during a settlement period shall not be credited to a staff member in any calculation of accumulated credit hours, or payment of additional hours unless otherwise agreed between the staff member and the Department Head.

11.0 CORETIME

Core time for all staff members shall be between the hours of 10:00 am and 3:00 pm. Unless otherwise agreed or determined for a part time staff member, or otherwise approved by the Department Head, in accordance with subclause 9.3, all staff members are required to be on duty between these hours on a normal working day, unless otherwise absent on a meal break or authorised leave.

12.0 OVERTIME

12.1 The provisions of the Award will apply.

12.2 Overtime shall apply where a staff member is directed by a delegated officer to work outside bandwidth or directed to work between 6:00 am and 7:30 am or 6:00 pm and 10:00 pm.

12.3 There is no provision for non-directed out of hours work. Directed work outside bandwidth, on weekends or as otherwise specified in subclause 12.2 shall be compensated in accordance with the provisions of the Award.

13.0 MEAL BREAKS

13.1 A staff member must take an unpaid meal break of at least 30 minutes after a period of 5 hours of continuous work.

13.2 Lunch breaks must be at least 30 minutes in duration with the standard entitlement of 1 hour. With the approval of the staff member's line manager, the lunch period may be extended up to 2 ½ hours between the hours of 11:00 am and 2:30 pm.

13.3 The scheduling and duration of lunch breaks are subject to the operational requirements of the business unit and the approval of the staff member's line manager.

14.0 ACCUMULATION AND CARRY OVER - FULL TIME STAFF

14.1 A full time staff member may accumulate credit or debit hours during a settlement period, provided that the maximum accumulation of credit hours does not exceed 42 hours, and the maximum accumulation of debit hours does not exceed 14 hours.

14.2 All credit hours accumulated by a staff member in excess of 42 hours outstanding at the end of any settlement period shall be forfeited. All debit hours in excess of 14 hours accumulated at the end of any settlement period shall be debited against the staff member's recreation leave, extended leave or debited as leave without pay if accrued leave is not available.

15.0 ACCUMULATION AND CARRY OVER - PART TIME STAFF

15.1 A part time staff member employed under an agreement, or contract of employment, which does not require fixed starting and finishing times on any normal working day when part time work is carried out, may accrue up to the maximum pro-rata accumulated credit and debit hour entitlements under this Agreement.

Example: A staff member who works twenty-eight (28) hours per week would be entitled to accumulate a maximum credit of thirty-two (32) hours at the end of the settlement period ie maximum credit carryover x (actual hours divided by ordinary weekly hours) [42 x (28/35) = 33.60]. Where a part-time employee works different hours on alternating weeks the average weekly hours are to be used for calculating the maximum credit carryover.

Similarly, a staff member who works twenty-eight (28) hours per week would be entitled to accumulate a maximum debit of eleven (11) hours and 12 minutes (11.2 hours) at the end of the settlement period ie maximum debit carryover x (actual hours divided by ordinary weekly hours) [14 x (28/35) = 11.2]

15.2 Part-time staff members may not be directed to work more than their pro-rata contract hours.

15.3 Contract hours for a staff member working in accordance with this clause shall be accumulated on the total number of hours worked from the commencement to the end of a settlement period.

Example: The contract hours for a staff member who works twenty-eight (28) hours per week are 336 hours per settlement period ie actual hours worked per week x 12 weeks.

15.4 All pro-rata accumulated credit hours in excess of a staff member's maximum entitlement shall be forfeited at the end of the settlement period. All pro-rata accumulated debit hours in excess of the staff member's pro-rata entitlement shall be debited against the staff member's recreation leave, or debited as leave without pay if recreation leave is not available.

15.5 All other provisions of this Agreement apply to part-time staff members.

16.0 TRAVELLING TIME, WITHIN AND OUTSIDE THE BANDWIDTH

A staff member shall be considered to be on duty for all time, within bandwidth, spent waiting prior to travel and travelling on Department business other than from their place of residence to their normal place of work. All such time shall be credited to the staff member for accumulation purposes.

All excess travelling time occurring outside bandwidth shall be compensated in accordance with the provisions of Clause 27 of the Award.

17.0 FLEX LEAVE & THE DEBITING OF LEAVE

17.1 All flex leave granted shall be at the convenience of the Department, subject to operational requirements. A request for flex leave should be discussed and negotiated between a staff member and their supervisor, reasonable notice should be given and their supervisor's approval obtained prior to proceeding on flex leave. All applications for flex leave shall be submitted electronically for consideration by the staff member's supervisor. This includes flex leave taken during transport disruptions or other emergencies.

17.2 Flex leave may be taken on a full day basis or half day basis or a combination of full and half days to a maximum of six (6) days during a settlement period. A staff member who takes one half days flex leave must work at least 3 ½ hours on the day and finish no earlier than 11:00 am or start no later than 2:30 pm on the day except where one half days flex leave is combined with other prescribed leave.

All part-time staff members have the same entitlements to flex leave as full-time staff members. A part-time staff member who takes one half days flex leave must work at least one half of the part-time hours normally worked on the day except where one half days flex leave is combined with other prescribed leave.

17.3 A staff member working under an agreed roster, shall take a flex leave entitlement on the nominated normal working day(s) determined during the roster period, or as otherwise agreed in accordance with subclause 8.4.

17.4 A staff member required to work under an agreed roster may take their maximum flex leave entitlements accrued during any settlement period in a single period of flex leave, at a time agreed between the staff member and the supervisor.

17.5 Flex leave may be taken immediately before and/or after a period of approved leave.

17.6 It is not necessary for a staff member to have a credit balance when taking flex leave.

17.7 The Department Head may direct a staff member to take flex leave, if the staff member accrues excessive credit hours, or through failure to comply with subclause 9.4.

17.8 Flex leave may be taken on consecutive working days, irrespective of the settlement period.

17.9 Flex leave is not available to staff members with a recreational leave balance greater than the allowed maximum accrued limit. If recreational leave has been applied for and declined or not actioned by the approving officer, access to flex leave is still available.

17.10 Where the staff member's recreation leave balance is less than 35 days the total number of flex leave days that may be taken is the maximum of 6 working days;

17.11 Where the staff member's recreational balance is between 35 and 40 days the total number of flex leave days that may be taken is 3 working days.

17.12 Where a staff member has accrued 8 weeks recreation leave, unless authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

17.13 All leave, except Flex leave can be approved and debited on the basis of actual time absent within core time. Unlike Flex leave where half day (1/2) and full day absences are a condition of the quantum available to be accessed all other leave types can be taken and debited against available leave entitlements on the basis of minutes and hours and does not have to be taken in quarter (1/4), half (1/2) or three quarter (3/4) day multiples. For example an employee that leaves their workplace at 2.15pm due to illness need only apply for 45 minutes sick leave to cover their core time commitment. If this absence were to be taken as flex leave then it would be considered as a half day (1/2) absence.

18.0 SUBMISSION OF FLEX ATTENDANCE RECORD

18.1 Staff are to complete their attendance record within the SAP ByDesign process and submit this to their supervisor within five (5) working days of the end of the 12 week settlement period. Line managers are to ensure that all leave taken has been entered and approved within their Electronic Self Service (ESS) process prior to authorising the attendance record.

18.2 Staff who fail to comply with the requirement to submit a flex attendance record in a timely manner may be subject to remedial action in accordance with this agreement.

19.0 JOINING THE DEPARTMENT

All staff, upon joining the Department, are to work in accordance with this agreement.

20.0 SEPARATION FROM THE DEPARTMENT

20.1 Where a staff member gives notice of resignation, retirement or transfer to another NSW Government Agency, the line manager and staff member will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit of hours.

20.2 Supervisors shall facilitate the elimination of a staff member's accumulated credit or debit hours prior to cessation of duty with the Department.

20.3 Where possible and accepted by the new agency, the staff member's credit hours may be carried forward to the new agency. There is no provision for the payment of accumulated credit flex leave upon the last day of duty with the Department.

21.0 GRIEVANCE AND DISPUTE RESOLUTION

All grievances and disputes involving a staff member or any party to this Agreement shall be dealt with in accordance with Clause 9 of the Award.

22.0 BREACHES OF THE AGREEMENT

The Department Head may direct a staff member to work standard hours when it has been proved the staff member has breached a provision of this Agreement or, any Department administrative arrangement either in relation to Clause 11 of the Award, or agreed between the parties, which operated after the date of operation of this Agreement.

23.0 COMMUNICATIONS AND IMPLEMENTATION

The Department Head and Associations shall provide appropriate communication briefings for all Department staff members prior to commencement of the Agreement, in order to:

- provide information on the provisions of the Agreement; and

resolve any relevant operational and administrative issues brought to the attention of the Department Head and Associations, prior to commencement of the operation of the Agreement.

24.0 SUSPENSION OF FLEXIBLE WORKING HOURS DURING EMERGENCY EVENTS OR EXTENUATING CIRCUMSTANCES

24.1 The Department reserves the right to suspend flexible working hours for those staff involved in exotic disease or other emergency operations. Staff involved in exotic disease or other emergency operations on a full time basis, including weekend work and rostered 24 hour shifts, are to revert to standard hours for the period of their involvement in such operations.

24.2 The Department reserves the right to suspend Flexible Working Hours for extenuating circumstances, where an intense period of work precludes employees from using flex entitlements within the 12 week settlement period.

25.0 NATURAL EMERGENCIES AND MAJOR TRANSPORT DISRUPTIONS

A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may;

- Apply to vary the working hours as provided for in clause 9.3, Hours of Work of this Agreement; and/or
- Negotiate an alternative working location within the Department; and/or
- Take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

26.0 DURATION OF THE AGREEMENT

This Agreement was made on the XXXX day of XXXX 2013 between the Public Service Association of NSW and the Professional Officers' Association Amalgamated Union of NSW, the Associations of Professional Engineers, Scientists and Managers, Australia and the Director General, NSW Trade and Investment.

Either party reserves the right to rescind this Agreement on providing 3 months notice to the other parties, and revert to the Flexible Working Hours provisions of the Award at the expiration of that period.



SIGNED BY

Director-General
NSW Trade & Investment
In the presence of:

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[Signature]

Stephanie Vickers S.Vid
(Witness)

SIGNED BY

General Secretary
Public Service Association of NSW
In the presence of:

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)
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[Signature]

[Signature]
(Witness)

SIGNED BY

Director
The Associations of Professional Engineers,
Scientists and Managers, Australia
In the presence of:

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[Signature]

[Signature] 21/11/13
(Witness)