

“Without Prejudice”

## Service NSW

# FLEXIBLE WORKING HOURS AGREEMENT

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## 1. Introduction

- 1.1 This Flexible Working Hours Agreement ("Agreement") is to be read in conjunction with the *Service NSW (Salaries and Conditions) Employees Award 2015* ("the Award"). The Agreement is made between the Public Service Association and Professional Officers Association Amalgamated Union of NSW ("Association") and Service NSW in accordance with the provisions of clause 11.5 *Spread of Operating Hours* of the Award.

## 2. Principles

- 2.1 This Agreement will apply to all Head Office staff members, excluding Public Service senior executive employees, staff members at Grade 13 and casuals under the Award, as defined in the "Definitions" of this Agreement and will operate in conjunction with the following principles:
- 2.1.1 The working of additional hours above the contract hours is dependent on requirements to meet organisational business needs of the Service NSW and the availability of work.
  - 2.1.2 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.
  - 2.1.3 All parties are committed to managing time worked to ensure business needs and requirements are met and to prevent the forfeiture of credit hours accumulated under this Agreement.
  - 2.1.4 The Association and Service NSW 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 Joint Consultative Committee ("JCC").
  - 2.1.5 The conditions of this Agreement will only be available to staff members who meet the requirements of clause 10.3– Monitoring of accrued work time of the Agreement.
  - 2.1.6 Actual working hours and patterns of work will be determined by mutual agreement between a staff member and their manager. Decisions regarding working hours and patterns of work shall be made by taking into account the following factors:
    - i. personal commitments and needs of the staff member;
    - ii. the convenience and operational requirements of Service NSW;
    - iii. the customer contact hours of Service NSW;
    - iv. seasonal peaks of work within Service NSW;
    - v. the availability of necessary and productive work within the work unit;
    - vi. the need to limit the working of overtime;
    - vii. WH&S and equity issues; and
    - viii. any other factors as may be agreed, from time to time, by the parties.

### 3. Definitions

- 3.1 **Agency** means Service NSW, a Public Service executive agency, related to the Department of Finance, Services and Innovation, or subsequent Department, established under Schedule 1 Part 2 of the *Government Sector Employment Act 2013* (NSW).
- 3.2 **Association** means the Public Service Association of NSW and the Professional Officers' Association Amalgamated Union of NSW.
- 3.3 **Award** means the *Service NSW (Salaries and Conditions) Employees Award 2015* or its successor.
- 3.4 **CEO** means the Chief Executive Officer of Service NSW or the nominated delegate.
- 3.5 **Flexible Working Hours Agreement** applies to ongoing and temporary staff members employed at Service NSW Head Office under the *Government Sector Employment Act 2013*, either full time or part time.
- 3.6 **Staff member** means all persons who are engaged in an ongoing or temporary role, on either a full-time or part-time basis under the provisions of the *Government Sector Employment Act 2013*, with the exception of Public Service senior executive employees, staff members assigned to Grade 13, and casual employees under the Award.
- 3.7 **Ordinary Working Hours** for full time staff members are 35 hours per week Monday to Friday (within the bandwidth).
- 3.8 **Accrued Work Time or (AWT)** is all time worked by Head Office staff members within the bandwidth with the exception of paid overtime during a settlement period.
- 3.9 **Bandwidth** is the period during the working day when staff may record time worked.
- 3.10 **Standard Hours** means the ordinary hours of duty which are worked in the absence of flexible working hours. The hours of duty are deemed to be 9:00am to 5:00pm, Monday to Friday, with a lunch break of one hour.
- 3.11 **Contract Hours** are the minimum hours a staff member is required to be on duty during a settlement period.
- 3.12 **Settlement Period** is 4 consecutive weeks. The settlement period for the purposes of time recording and for flex leave shall coincide.
- 3.13 **Part time Staff** means 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** for a full day is limited to a maximum of 7 hours pay per standard work day.

#### **4. Standard Hours**

**4.1** Notwithstanding the provisions of this clause, the CEO may direct that standard hours and not flexible hours be worked:

**4.1.1** Where the CEO decides that the working of flexible hours by a staff member or members does not suit the operational requirements of Service NSW or section of Service NSW Head Office, the union shall be consulted, where appropriate.

**4.1.2** 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.

**4.2** 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 ongoing basis shall be prescribed in their contract of employment, or part time work agreements.

**4.3** 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 CEO or their delegated nominee.

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

#### **5. Contract Hours**

**5.1** For the purposes of this Agreement, the minimum contract hours required of a full time staff member for a settlement period shall be 140 hours (ie 35 hrs x 4 weeks). Contract hours for part time staff members shall be prescribed in their part time agreement or contract of employment.

**5.2** Credit and debit hours accumulated during a settlement period shall be calculated in accordance with Clause 9 of this Agreement.

#### **6. Hours of Work**

**6.1** A staff member, subject to approval of their manager, may nominate their start and finish time within the bandwidth.

**6.2** 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 the subclause 6.1 above.

**6.3** A staff member may apply in writing to the CEO, or delegate, to work flexitime outside the Bandwidth on a temporary or permanent basis, for personal or family reasons; or to meet Service NSW operational requirements.

**6.4** The maximum hours worked each day shall not exceed 10 hours on any one day plus a lunch break.

- 6.5 Nothing in the Agreement shall prevent Service NSW from requiring a staff member to work standard hours or limit flexible working hours arrangements where:
- i. Operational demands so require and the staff member agrees, or
  - ii. The staff member requests to work Standard Hours and this request is agreed to by their manager,
  - iii. The CEO, in accordance with rule 36 of the *Government Sector Employment Rules 2014* that the staff member is not observing the terms of the Agreement.

## 7. Bandwidth

- 7.1 The Bandwidth is from **6.30 am to 7.30 pm, Monday to Friday**. 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.
- 7.2 There is **no core time** under this Agreement.

## 8. Lunch and meal breaks

- 8.1 A staff member must take a meal break of at least 30 minutes after no more than 5 hours of continuous work.
- 8.2 The standard entitlement for a lunch break is 1 hour, and with the approval of a staff member's manager may be extended up to 2.5 hours and shall be taken between the hours of 11.30 am and 2.30 pm.
- 8.3 The scheduling and duration of lunch breaks are subject to the operational requirements of the business unit, the needs of the staff member and the approval of the staff member's manager.

## 9. Accrual of work time within the settlement period

- 9.1 All time worked during the settlement period in accordance with the Agreement (except paid overtime) will count towards the staff member's accrual of work time ("AWT").
- 9.2 A staff member should have a minimum AWT of at least 130 hours at the conclusion of a settlement period. The minimum of 130 hours includes all credited AWT and all approved leave.
- 9.3 Where AWT is less than 130 hours at the end of the settlement period, the staff member will be required to utilise recreation leave or extended leave to cover the shortfall in hours. If the staff member has no leave available, leave without pay ("LWOP") will apply for the amount below 130 hours and the LWOP is credited to the AWT total.
- 9.4 A staff member is entitled to accumulate and carry forward up to and including an additional **14 hours** in excess of the 140 hours to a maximum of 154 hours of AWT in any one settlement period.
- 9.5 Managers and staff members will work together to ensure that staff members do not accrue excessive hours in a settlement period.

## **10. Monitoring of accrued work time**

- 10.1** Hours worked are to be monitored by the staff member and manager over the 4 week period, through the use of flex time records. Managers and staff members must ensure that staff members do not regularly work in excess of 154 hours in a settlement period.
- 10.2** Methods to ensure the reduction of excess credit hours may include reducing the hours worked during the remainder of the settlement period or the taking of flex leave to prevent the accrual of hours at the end of the 4 week settlement period.
- 10.3** Staff members are to complete their attendance record with the SAP process, or such subsequent system, and submit this to their manager within 5 working days of the end of the 4 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.
- 10.4** 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.

## **11. Scheduling flex leave**

- 11.1** The taking and scheduling of flexible work arrangements will be made in an equitable, transparent and fair manner that takes into account its impact on co-workers.
- 11.2** The scheduling of flex leave is to be negotiated between the staff member and their manager.
- 11.3** Subject to the operational requirements of the business unit, a staff member may vary working hours to suit their particular needs or absent themselves from work using flex leave.
- 11.4** The maximum flex leave able to be accessed by a staff member is 2 flex days per settlement period.
- 11.5** Subject to the operational requirements of their work unit, a staff member may schedule their approved flex leave as consecutive single days, single days or half days, up to the maximum of 2 flex days in a given settlement period.
- 11.6** Flex leave may be taken together with other forms of leave.
- 11.7** Where a staff member has a recreation leave balance of 30 days or more, unless a leave plan has been approved by their manager, or recreation leave has been applied for and approved, access to flex leave is not available until such time as the recreation leave balance is reduced in accordance with the requirements of the Award.

## **12. Additional flex entitlements**

- 12.1 Easter concessional half day: A staff member working under the provisions of this Agreement will be granted an additional half day flex leave, subject to operational requirements, on the Thursday preceding the Good Friday public holiday or a period as determined by Service NSW. All other provisions of this Agreement are to apply including limits on the carryover at the end of the settlement period.

### **13. Overtime**

- 13.1 The provisions of the Award will apply.
- 13.2 Overtime shall apply where a staff member is directed to work outside the bandwidth or directed to undertake work after 7.00 pm.
- 13.3 Overtime may only be worked following mutual agreement between the staff member and a manager, and with the written approval of the relevant Executive Director.

### **14. Natural emergencies and major transport disruption**

- 14.1 A staff member prevented from attending at a normal work location by natural emergency or by a major transport disruption may:
- i. Apply to vary the working hours as provided in the Award or its successor, and/or
  - ii. Negotiate an alternative working location with Service NSW; and/or
  - iii. Take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay according to the provisions of the Award to cover the period concerned.

### **15. Joining Service NSW**

- 15.1 Service NSW does not accept any residual flex credits accrued from a staff member's previous employment in a NSW public service agency upon joining Service NSW.

### **16. Separation from Service NSW**

- 16.1 Where a staff member gives notice of resignation, retirement or transfer to another government department, the manager and the staff member will, during the period of notice take all reasonable steps to eliminate any accumulated credit or debit of hours.
- 16.2 Managers will facilitate the elimination of accumulated credit or debit hours by such staff members.
- 16.3 Where a staff member has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or monies owing to that staff member will be adjusted accordingly.
- 16.4 Payment of any residual credit hours upon separation are not paid out under this Agreement.

## **17. Part-time staff**

- 17.1** All part-time staff members, including those in job-sharing arrangements, have the same rights to flexible working hours arrangements as full-time staff members. Flexible working hours credit and debit limits and the periods of flex leave permitted, will be the same as for a full-time staff member.
- 17.2** Part-time staff members may not be directed to work more than their pro-rata contract hours.
- 17.3** All other provisions of this Agreement apply to part-time staff members.

## **18. Travelling time, within and outside the Bandwidth**

- 18.1** A staff member shall be considered to be on duty for all time, within the Bandwidth, spent waiting prior to travel and travelling on Service NSW business other than from their place of residence to their normal place of work. All such time shall be credited for the purposes of AWT.
- 18.2** All excess travelling time occurring outside the Bandwidth shall be compensated in accordance with the provisions of clause 19 *Travelling Compensation* of the Award.

## **19. Monitoring and varying the Agreement**

- 19.1** In accordance with the objectives of the Award, the parties shall co-operate in the monitoring and operation of this Agreement.
- 19.2** The parties may agree to further changes to the Agreement during its term.

## **20. Disputes concerning the Agreement**

- 20.1** Any disputes concerning the Agreement will be dealt with in accordance with Clause 38 *Grievance and Dispute Settling Procedures* of the Award.
- 20.2** In accordance with the principles of the Agreement, a staff member may seek and rely upon the advice, assistance and/or representation of the Association at any stage.



**21. Duration of the Agreement**

**21.1** This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2015 between the Public Service Association and Professional Officers Association Amalgamated Union of NSW and Service NSW.

**21.2** Either party reserves the right to rescind this Agreement on providing 3 months notice to the other party, and revert to standard hours under the Award at the expiration of that period.

**SIGNED BY**  
CEO  
Service NSW  
In the presence of:

\_\_\_\_\_  
(Witness)

**SIGNED BY**  
Secretary  
Treasury  
In the presence of:

\_\_\_\_\_  
(Witness)

**SIGNED BY**  
General Secretary  
Public Service Associations of NSW  
In the presence of:

\_\_\_\_\_  
(Witness)

**DRAFT**

