

**NEW SOUTH WALES
DEPARTMENT OF COMMUNITY SERVICES**

**STANDARD FLEXIBLE
WORKING HOURS AGREEMENT**

1. TITLE

This Agreement shall be known as the New South Wales Department of Community Services Standard Flexible Working Hours Agreement.

2. ARRANGEMENT

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3. AREA, INCIDENCE, DURATION AND PURPOSE

This Agreement is a collateral Agreement between the Public Employment Office (PEO) and the NSW Department of Community Services, hereinafter called the Department on the one part; and the Public Service Association of NSW, hereinafter called the Association, on the other part.

This Agreement is made under Clause (10) Local Arrangements of the Crown Employees (Public Service Conditions of Employment 1997) Award. This Agreement is made by way of consent to replace Clause (11) "Hours of Duty" of the Crown Employees (Public Service Conditions of Employment 1997) Award, excepting Clause 11 subclauses (i) Hours of Attendance on Duty, (iii) Notification of Absence from Duty, (iv) Public Holidays and (viii) 38 Hour Week Workers – Rostered Days Off. This Agreement also complements NSW Government policy on flexible work arrangements.

This Agreement will be binding upon the parties to it, and on all officers as defined. This Agreement shall apply for a minimum period of six (6) months from the date of signing, and may be varied thereafter. A review will be undertaken following the initial 6 month term of this Agreement.

The purpose of this Agreement is to establish the conditions under which standard flexible working hours shall operate within the Department of Community Services.

In order to successfully implement this system the parties recognise that:

- all areas of the Department of Community Services must be appropriately staffed between the hours of operation of each office Monday to Friday;
- management and staff will work co-operatively to ensure the service requirements of each office are achieved;
- management may require that certain positions be available during certain hours due to the requirements of those positions. This should be negotiated between management and staff concerned bearing in mind the spirit and intent of this Agreement.

4. DEFINITIONS

"Accrued Work Time" (AWT) is all time worked by the employee (except paid overtime or time worked outside of the bandwidth) during the settlement period.

"Association" refers to the Public Service Association of NSW

"Bandwidth" is the period during the day when all employees may work and may record and accrue credit for time worked.

“Coretime” is the period during the day when an employee may be required to be on duty, unless on authorised leave.

“Department” refers to the Department of Community Services

“Employee” see “Officer”

“Flexible Working Hours” - see “Flextime”

“Flex sheet” is the document used by an officer to record their starting and finishing times, meal breaks, leave taken, hours worked etc.

“Flextime” for the purposes of this Agreement is a system of whereby an individual staff member may select their starting and finishing time on each normal working day, subject to the concurrence of the Department, and in accordance with conditions set out in this Agreement. It also refers to those periods of time that an employee may absent themselves from work with the agreement of their supervisor and in accordance with conditions set out in this Agreement. When flextime is taken, no time is credited towards employees’ Accrued Work Time.

“Officer” shall mean ;

All persons permanently employed or persons temporarily employed in the DOCS under the provisions of the *Public Sector Management Act 1988*, and whose services are wholly at the disposal of the Crown and are based on a thirty-five (35) hour working week, and who on or after the date of making of this Agreement work under a Standard Flexitime Scheme; or

- (b) Part-time officer shall include any employee (excluding a casual employee) whose ordinary fixed hours of work are less than 140 hours per settlement period, and are based on a 35hr working week.
- (c) Any other persons who by agreement between the parties are deemed to be covered by this Agreement.

5. NORMAL BUSINESS HOURS

- (i) The normal business hours of the Department of Community Services, as determined by management, will be either 8.30am to 4.30pm; or 9.00am to 5.00pm Monday to Friday
- (ii) All areas of the Department of Community Services must be adequately staffed between these hours.

6. STANDARD HOURS

- (i) “Standard hours” are 9am to 5pm or 8.30am to 4.30pm Monday to Friday with a one (1) hour lunch break.

7. CONTRACT HOURS

- (i) For the purpose of this Agreement, the contract hours required of full-time officers per settlement period are 140 hours, to be worked Monday to Friday.
- (ii) Contract hours for an officer working under a part-time arrangement shall be calculated on the total number of approved fixed hours to be worked in a settlement period, Monday to Friday. Approved fixed hours does not include additional hours or overtime for which payment is received. An Officer's contract hours shall be the basis for determining whether that officer has accumulated credit of debit hours during any settlement period.

8. CORETIME

- (i) Coretime shall commence at 9.30am and cease at 3.30pm.
- (ii) The lunch time is not part of coretime.
- (iii) The standard coretime may only be varied at the request of an individual employee and in agreement with the employee's manager.

9. BANDWIDTH

- (i) Bandwidth is the period during the day when all staff may record time worked.
- (ii) The maximum bandwidth shall be 12 hours, the earliest starting time being 7.00am and the latest finishing time being 7.00pm Monday to Friday.
- (iii) Time shall not be credited to an officer for attendance outside the bandwidth.
- (iv) Staff must at all times obey directions given by their supervisors regarding hours of attendance. Where possible, supervisors should try to balance flexibility for staff in nominating their usual span of working hours, provided that the constraints of service delivery requirements are factored into any working arrangement.
- (v) Any time worked during a settlement period before or after the bandwidth which is worked at the direction of the Department will be compensated for in terms of Clause 15 Shift Work and Overtime of the Crown Employees (Public Service Conditions of Employment 1997) Award.

- (vi) The bandwidth specified in this Agreement shall not be altered without the approval of the Public Employment Office first being granted in accordance with this Agreement.

10. SETTLEMENT PERIOD AND ORDINARY HOURS

- (i) A settlement period shall be four weeks
- (ii) The settlement periods for the purpose of time recording and for flexi-leave shall coincide.

11. HOURS WORKED

- (i) The ordinary hours may be standard or flexible and may be worked on a full-time or part-time basis.
- (ii) Members of staff are not permitted to start work early or finish late merely to build up their credit hours. Supervisors should ensure that a satisfactory output is maintained in those periods of the day when supervision is minimal and that, in fact, work is available.
- (iii) An individual officer may select starting and finishing times from day to day, subject to this Agreement.
- (iv) Where on any day it appears that work will not be available for an officer prior to a specified time, not being a time later than the commencement of standard hours, nothing in sub-paragraph (iii) hereof shall prevent the officer being directed not to commence duty prior to such specified time.
- (v) All officers are entitled to work their minimum of 7 hours on any day.
- (vi) DoCS may require an officer to work the minimum daily contract hours on any day.
- (vii) An officer may only accumulate credit hours in excess of the minimum daily contract hours where a responsible officer is satisfied that work is available and it is convenient to the Department for the officer to so work.
- (viii) Nothing in this Agreement shall prevent DoCS requiring an officer or group of officers to revert to working standard hours where it is evident that an officer or group of officers is not observing the conditions of the Agreement and any associated administrative instructions.

12. MEAL BREAKS

- (i) Subject to subclauses 12(ii) and 12(iii), a flexible lunch break of not less than half an hour and not more than two and a half hours can be taken between 11.30am and 2.30pm.
- (ii) This meal break cannot be taken as the first or last hour of coretime and ideally, the break should occur in the middle of time on duty but at least after no more than 5 hours continuous duty. Any time worked during the meal break will not be counted as AWT and will not be credited to flexible leave balance.
- (iii) Before any member of staff proceeds on a lunch break substantially more or less than one hour, they must check with their supervisor that it is convenient and desirable for them to do so.
- (iv) The meal break must be shown in the adjustments column in hours and minutes. Any second meal break must also be shown in cases where officers work during a normal day and also during the evening.
- (v) No member of staff is permitted to record less than 30 minutes for a meal. Any person absent for more than two and a half hours who is at lunch before 11.30am or after 2.30pm must immediately apply for recreation leave in quarter day multiples. Breaches of the meal time provisions can result in members of staff being instructed to work standard hours or having disciplinary action taken against them.

13. FLEXI LEAVE

- (i) All staff are entitled to take up to two (2) flex days in any settlement period.
- (ii) These days may be taken consecutively.
- (iii) The two flexi leave days may be taken as either two (2) full days or four (4) half days or combinations thereof.
- (iv) Flex leave can only be taken subject to Departmental convenience and the prior approval of an employees' supervisor is necessary in every case.
- (v) Supervisors must ensure that service to the public is not impaired and that work output is maintained.

- (vii) Staff must work for at least three and a half hours on the day that a half day flex leave is taken, of which at least one and a half hours must be worked in core time. The half day concession must either precede the period of work for the day or follow the period of work for that day. That is the three and a half hours must be worked during the bandwidth either before or after taking half-day flexi-leave.
- (v) Flex leave may be taken in conjunction with other forms of leave.
- (vi) All flexi leave and/or leave taken must be initialled on the flex sheet by the staff member's supervisor.

14. ACCUMULATION OF FLEXLEAVE

- (i) All time worked during the settlement period within the Bandwidth in accordance with this agreement (except paid overtime) will count towards the employees Accrued Work Time (AWT).
- (ii) An employee should have AWT of at least 140 hours at the conclusion of the settlement period. The minimum 140 hours includes all credited AWT and all approved leave.
- (iii) Where AWT is less than 130 hours at the end of the settlement period the employee will be required to submit a recreation leave form for the amount of the shortfall. Should the employee have no such leave available, leave without pay for the amount of time below 130 hours will apply and the leave without pay is credited to the AWT total.
- (iv) During the settlement period an employee is entitled to accumulate and/or carry forward hours in excess of the 140 ordinary hours up to and including an additional 14 hours in any one settlement period. This additional 14 hours may be taken in the next settlement period as part of the up to 2 days flexitime that may be taken.
- (v) Hours worked are to be monitored by the employee and supervisor over a four weekly period through use of flexitime records. This monitoring should ensure that a staff member does not exceed 154 hours of actual time worked in a 4 week period.
- (vi) It is intended that employees do not work in excess of 154 hours in one settlement period, other than in exceptional circumstances. Where it is obvious that an employee may exceed 154 hours the supervisor and employee are to meet to identify the reason for the additional hours and develop a strategy to appropriately address the cause if required.

- (vii) At the conclusion of each settlement period any AWT in excess of 140 hours, and up to 154 hours, will be carried forward as a credit to the next settlement period.
- (viii) An employee with AWT at the conclusion of a settlement period that amounts to less than 140 hours and greater than 130 hours must carry the appropriate debit hours forward to the next settlement period.

15. CREDIT OR DEBIT BALANCE

- (i) At the end of each settlement period a balance is calculated between time worked, adjustments and the contract hours. The balance, which is carried forward to the next period can be either in debit or credit.
- (ii) The maximum debit is 10 hours and the maximum credit is 14 hours. Any credit in excess of 14 hours is forfeited. Any debit in excess of 10 hours requires a leave application to cover the excess portion. For example, if an officer had a debit balance of 10 hours 30 minutes, they would be required to immediately submit a leave application for a quarter day recreation leave, which would reduce their debit balance to 8 hours 45 minutes, ie., 10 hours 30 minutes minus one hour 45 minutes. This leave application is required to reduce the debit, and the person who submits it is not entitled to proceed on a quarter day leave.

16. PART-TIME EMPLOYEES

- (i) Part-time employees may accumulate the same flex-time and have the same rights to flexible working hours as full-time employees.
- (iii) They may be requested to work more than their contract hours.

17. LEAVE

- (i) Leave can only be taken in increments of a quarter day, and can be taken at any time during the band width. Any absence from duty during the coretime must be on approved leave and must be supported by a leave application.
- (ii) To determine how much leave to apply for where a part day's leave is involved, subtract the hours worked from seven hours. The leave is taken to the nearest quarter day.
- (iii) Flex leave may be taken in conjunction and consecutively with other forms of leave.

18. HIGHER DUTIES ALLOWANCE

- (i) Higher duties allowance will be paid in accordance with existing practices.
- (ii) No payment at the higher rate will be made in respect of a time credit accumulated during the period of the allowance.

19. LATE ARRIVALS

- (i) An officer can not work less than the hours specified for core time unless on approved leave.
- (ii) Members of staff who work less than the hours specified for coretime or commence after the commencement of coretime, where this is fixed, must submit a leave form requesting leave on the basis of multiples of a quarter day and make a credit adjustment on the flex sheet reflecting such leave.

20. MAJOR DISRUPTION OF TRANSPORT

- (i) Notwithstanding any other provision in this Agreement, where an officer encounters a disruption to the mode of transport normally used in travelling from the officer's place of residence to place of employment and such disruption is caused by a transport strike or a major transport delay, the following conditions shall apply subject to the Department ensuring sufficient staff are available to provide adequate services to the Public -
 - (a) The officer may commence duty at any time and where the disruption continues throughout the day, may cease duty at any time.
 - (b) Where an employee is unable to attend the work place due to a transport disruption and is unable to work from home or attend another place of work, then the employee may take the full day off without penalty provided more than 140 hours are accrued in the following settlement period.
 - (c) An employee affected by transport disruption will not be debited recreation leave or leave without pay if the employee has accrued less than 140 hours in the settlement period coinciding with the transport disruption. However the employee must ensure that a total of at least 280 hours are worked in the two settlement periods, being the period within which the disruption occurred and the subsequent settlement period within which the hours from the previous period can be made up.
- (ii) The application of the foregoing provisions shall be at the discretion of department. In exercising this discretion, the

Department shall have regard to all the relevant circumstances, including:

- (a) the delayed officer's usual time of arrival at the officer's place of employment;
- (b) where the disruption was foreseeable, the officer made reasonable attempts to arrive at the place of employment prior to the commencement of coretime;
- (c) such information relating to the disruption as may be available from the relevant transport authority.

21. TRAVELLING ON OFFICIAL BUSINESS

- (i) Any travel on official business during the standard hours on a working day shall be treated as time worked for the purposes of this Agreement.
- (ii) Officers shall be compensated for travelling time outside the standard hours in accordance with the Crown Employees (Public Service Conditions of Employment 1997) Award.

22. MAINTENANCE OF RECORDS

- (i) Supervisors have the responsibility of ensuring the flex sheet is kept in a satisfactory manner. This includes ensuring that corrective fluid is not used and that all amendments are initialled.
- (ii) Each officer is to keep and maintain his or her own current sheet. At the end of the settlement period sheets are to be given to the Supervisor to check and retain.

23. ACCOUNTABILITY

- (i) Flex sheets must be maintained in an accurate and up to date manner. The Department requires that each officer maintain his/her own record on a daily basis.
- (ii) It is the responsibility of officers to acquaint themselves fully with all the conditions pertaining to the system.
- (iii) Where it is evident that a responsible attitude has not been taken and/or co-operation has not been achieved, officers may be directed to revert to standard hours and/or disciplinary action may be taken.

24. REVIEW OF RECORDS

- (i) Each Unit should designate who the Supervisors are for flex purposes.
- (ii) At the end of every settlement period, each officer is required to complete all calculations and to sign and certify the flex sheet as a true record. Completed sheets must be forwarded to the Supervisor by the Tuesday following the end of the period. The Supervisor must ensure that entries have been completed correctly and calculations are correct. Following checking the Supervisor is to endorse the flex sheet.
- (iii) The current flex sheet is to be kept and maintained by each officer. Supervisors are to ensure completed sheets are filed for audit and management purposes. Completed sheets are not to accompany an officer when s/he is transferred to another work area.

25. ROLE OF THE SUPERVISOR

- (i) Supervisors are not required to work longer hours under this system. However they are responsible for the efficient running of their office. It is essential for the successful operation of flexible working hours that Supervisors –
 - (a) acquaint themselves with all the conditions and limitations of the system,
 - (b) ensure their office is adequately staffed between the hours of 8.30am to 4.30pm or 9.00am to 5.00pm,
 - (c) regularly inspect all records to ensure they are being kept in a proper manner.
- (ii) It is the responsibility of Supervisors to ensure all the conditions of flexible working hours are being complied with. Supervisors and management generally should demonstrate an active interest in the administration of flexible working hours.
- (iii) Any abuse must either be corrected or referred to the appropriate local Human Resources Section for action.

26. BREACHES

- (i) Any person who –
 - (a) deliberately falsifies flexible working hours records,
 - (b) records incorrect times of commencement and/or cessation of duty,
 - (c) habitually commences duty after the commencement of core time (except if on approved leave),

- (d) returns late from lunch,
- (e) resumes duty after 2.30pm,
- (f) ceases duty before the end of core time, without having being granted leave,
- (g) breaches the rules in any other way,

may be instructed to work standard hours. Where breaches such as these occur, they must be drawn to the attention of the appropriate senior officer and reported to the Human Resource Manager.

27. STAFFING REQUIREMENTS

- (i) Sufficient staff must be on duty between the hours of 8.30am to 4.30pm or 9.00am and 5.00pm, and service must be maintained at a satisfactory level during these hours. This is particularly applicable on Fridays and on days preceding or following long weekends.
- (ii) No formulae can be offered as to the exact number of staff that should be on duty to maintain adequate service. It is the responsibility of Supervisors to determine this and to ensure that staff are available.

28. RELIEF STAFF

- (i) A staff member who relieves in another office is to have his/her flex sheet balanced on the last day of duty before commencing relief. The adjustment sheet/attendance record must be taken to the new office, for the information of the Supervisor.
- (ii) At the end of the relief period another balance is to be struck, and the sheets are to be taken by the relieving staff member to their normal office.
- (iii) The end of settlement period balance should be checked and signed by the person supervising the officer on that day.

29. TRANSFER TO OTHER LOCATIONS

- (i) Where a transfer is to a position that does not operate flexible working hours, every effort is to be made to eliminate any debit/credit balance before the transfer occurs. Where this cannot be achieved, any credit balance can be taken at the new work place, at a time convenient to that office. Any debit balance is to be adjusted by working extra time.

- (ii) Where a transfer is to another position which works under a flexitime system the following applies:
 - (a) An officer transferred from one location to another shall carry credit or debit hours to the new location.
 - (b) Areas/Offices shall ensure that details of a transferred officer's debit or credit hours are conveyed to the new Area/Office at the time of transfer.
 - (c) An officer relieving in another office, branch or section shall comply with the approved bandwidth and coretime applying in that office, branch or section.
 - (d) The officer may carry forward only those hours allowable under the receiving Department's Agreement.

30. TERMINATION OF SERVICE

- (i) Where an officer gives notice of resignation or retirement the officer shall, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
- (ii) Departments and/or Units/Sections shall, as far as practicable, facilitate the elimination of accumulated credit or debit hours by such officers.
- (iii) Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that officer shall be adjusted accordingly.
- (iv) An officer may receive compensation, by way of payment at the current salary rate, for accumulated credit hours outstanding on the last day of service:
 - (a) where an officer's services terminate without notice for reasons other than misconduct;
 - (b) where an application for a period of flexi leave which would have eliminated the accumulated credit hours was made pursuant to this agreement during the period of notice of retirement or resignation and was refused;
 - (c) in such other circumstances as the Department may approve.
- (v) Flexi time records of officers who have resigned or retired should be kept in the Branch or Unit they were last in.

31. QUERIES AND FURTHER INFORMATION

If further clarification or information is required concerning the terms of this document please contact your local Human Resource Section.

