

CROWN EMPLOYEES (PLANNING OFFICERS) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 217 of 2012)

Before The Honourable Mr Justice Staff

4 May 2012

REVIEWED AWARD

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PART A

1. Title

This Award will be known as the Crown Employees (Planning Officers) Award 2008.

2. Definitions - General

"Act" means the *Public Sector Employment and Management Act 2002*.

"Award" means the Crown Employees (Planning Officers) Award 2008.

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Department" means the Department of Planning and Infrastructure, NSW.

"Deputy Director" means a Senior Executive Service (SES) officer of the Department with significant management responsibilities, heading up a division of the Department, who has delegation, as determined from time to time, to perform some of the functions of the Director General.

"Director" means an officer of the Department with management responsibilities for a region, branch, unit or discrete group of people, who has delegation, as determined from time to time, to perform some the functions of the Director General.

"Director General" means the Department Head of the Department as listed in Division 2 Other Public Service Divisions Column 2 Division Head of Schedule 1 of the Act.

"Executive Director" means a Senior Executive Service (SES) officer of the Department with significant management responsibilities, heading up a division of the Department, who has delegation, as determined from time to time, to perform the functions of the Director General.

"Hard Barrier" means a barrier to a higher level within a classification that can only be accessed by merit through a competitive selection process.

"Manager, Human Resources" means the person in charge of the Human Resource function of the Department.

"Normal Work" for the purposes of clause 9, Grievance and Dispute Resolution Procedures of this Award, means the work carried out in accordance with the officer's position or job description at the location where the officer was employed, at the time the grievance or dispute was notified by the officer.

"Officer" means a Planning Officer, (PO) of the Department.

"Planning Officer or PO" means a person permanently or temporarily employed in the Department either as a full-time or part-time employee, in any capacity under the provisions of Part 2 of the Act, performing those professional planning including officers on probation. This does not include the Director General, statutory appointees or a member of the Senior Executive Service as defined under the Act.

"Position" means a position pursuant to Section 9 of the Act.

"Salary Rates" means the ordinary time rate of pay for the officer's grading excluding shift allowance, weekend penalties and all other allowances not regarded as salary.

"Service" means continuous service for salary purposes.

"Soft Barrier" means an identified progression requirement (as distinct from normal incremental progression) to move from one year to the next within the same level. This progression is not automatic but based on meeting specific performance or skill competency requirements as set out in this Award.

"Student Planner" means a person temporarily employed in the Department either as a full time or part time employee, in any capacity under the provisions of Part 2 of the Act, and performing student planning functions. The student planner must be currently enrolled in university and studying a relevant degree or discipline.

"Supervisor" means an officer of the Department with supervisory responsibilities who has delegation, as determined from time to time, to perform the functions of the Director General.

3. General Conditions of Employment

3.1 Except as otherwise provided by this Award the Crown Employees (Public Service Conditions of Employment) Award 2009 will apply.

3.2 The following awards and agreements will continue to apply to officers covered by this award:

Crown Employees (Transferred Employees Compensation) Award

Crown Employees (Public Sector - Salaries 2008) Award or an award replacing it.

- 3.3 Conditions of employment other than those fixed by this Award are determined by the Act, the Public Sector Employment and Management Regulation 2009 and the New South Wales Government Personnel Handbook.

4. Classifications and Salary Structures

- 4.1 All Planning Officers will be paid in accordance with the salary structures as set in this clause and Table 1 - Salaries of Part B, Monetary Rates of this Award.

- 4.2 Officers known as Planning Officers will have a title that reflects their functional responsibility as shown in subclauses 4.5 and 4.12 of this clause.

- 4.3 No officer is to be disadvantaged by the application of this Award.

- 4.4 Increments

Incremental progression for all officers will be subject to a satisfactory performance report recommending progression other than for soft barrier progression where set criteria as detailed in this Award need to be satisfied.

- 4.5 Planning Officer, Levels 1(a) and 1(b)

4.5.1 The Planning Officer classification and salary structure replaces the former Town Planner/Specialist and Legal Officer classifications for those Officers performing planning functions under this award.

- 4.5.2 Officers Eligible for Appointment to Planning Officer

Appointment to the Planning Officer classification requires a university degree qualification or a qualification deemed by the Director General to be equivalent except as otherwise specified in subparagraphs (a), b) and (c) of this sub clause.

- (a) Officers working directly in property and development activities must have an accredited property related qualification as well as demonstrated expertise and experience developed from a range of property disciplines and backgrounds such as but not limited to engineering, surveying, valuing, real estate, land economics and architecture.
- (b) Positions with special requirements such as Aboriginality may not require a degree qualification.
- (c) Officers already permanently appointed to Planning Officer positions do not have to satisfy the tertiary qualification criterion when applying for other Planning Officer positions.

- 4.6 Planning Officer Level 1(a)

4.6.1 Positions may be established as Level 1(a) and where so established appointment to Level 1(a) will be through competitive selection

4.6.2 Planning Officer Level 1 is an entry level classification

4.6.3 When Level 1(a) officers are directed to perform work commensurate with Level 1(b) due to absences or some other reason, they may be paid at the appropriate higher rate by way of higher duties allowance under Clause 17 of the Public Sector Employment and Management Regulation 2009.

4.7 Planning Officer Level 1(b)

4.7.1 Positions may be established as Level 1(b) and where so established appointment to Level 1(b) will be through competitive selection.

4.7.2 A soft barrier progression from Level 1(a) Year 5 to Level 1(b), Year 1, is for the purpose of 'grand fathering' remaining substantive positions. Where the appointed officer was appointed as a Planning Officer (Professional) Level 1 - 9 (whether before or after the introduction of Level 1(a) and Level 1(b) progression will be conditional on the Director general being satisfied that the officer has been employed at Level 1 Year 5 or Level 1(a) Year 5 for at least twelve (12) months and has demonstrated competency in three or more of the following criteria:

The ability to work independently and without regular supervision; and or

Good communication skills; and or

Well developed specialist or other skills; and or

Project management skills; and or

The ability to provide high quality advice; and

The demonstrated ability to identify issues and provide practical options.

4.8 Planning Officer Level 2

Positions may be established as Level 2 and appointment or progression to Level 2 will be through competitive selection.

4.9 Planning Officer Level 3

4.9.1 Positions may be established as Level 3 and appointment or progression to Level 3 will be through competitive selection.

4.9.2 Progression to Level 3, year 4 (soft barrier) requires the Director General being satisfied that the officer has been employed at Level 3, year 3 for a period of twelve (12) months and has demonstrated competency in three or more of the following criteria:

Management of staff: and or

Strategic policy/program development and implementation, and or

Representing the Department on substantial matters, and or

Project/program management skills; and or

Relevant technical skills.

4.10 Planning Officer Level 4

Positions may be established as Level 4 and appointment or progression to Level 4 will be through competitive selection.

4.11 Planning Officer Level 5

Positions may be established as Level 4 and appointment or progression to Level 4 will be through competitive selection.

4.12 Student Planners

The commencing salary rate for an officer appointed as a Student Planner will normally be Year 1 of the Student Planner salary rates set out in Table 1 - Salaries of Part B, Monetary Rates of this Award.

5. Working Hours

- 5.1 These conditions will be determined and may be varied by Local Arrangement in terms of clause 10 of the Crown Employees (Public Service Conditions of Employment) Award 2009. Working hours of Planning Officers under clause 4 of this award will be covered by the Department's Flexible Working Hours Agreement 2008 or its successor.
- 5.2 An officer, if directed to work or travel outside the usual hours of duty may be entitled to the 'Overtime' provisions or the 'Excess travelling time' provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 5.3 A flexible and adaptable approach to working hours shall be adopted to meet peak demands, out of hour's client demands, and the personal circumstances of officers of the Department.
- 5.4 Flexible working hours will only be available on the condition that an adequate service is maintained at all times. Services provided by the Department will not be withdrawn to accommodate the absence of officers under any flexible working hour's arrangements.
- 5.5 At all times, the business needs of the Department must have priority.

6. Flex Leave

The Flexible leave entitlements in Annexure A to this award have been developed in recognition of the additional hours worked to meet the needs of the department. Hours worked and flex leave taken are at the convenience of both the Department and the officer. The working hours of staff, are those prescribed in the Department of Planning and Infrastructure, NSW Flexible Working Hours Agreement 2008.

7. Appeals Mechanism - Soft Barrier

- 7.1 An officer has the right to appeal any decision made by the Department in relation to a soft barrier progression under the provisions of this Award.
- 7.2 Officers will submit a written submission outlining their case to the Manager, Human Resources within 28 days of the written notification of the decision.
- 7.3 The Manager, Human Resources or their delegate will convene and chair an appeals committee made up of (in addition to the convenor) one Management representative who was not a party to the decision, one representative nominated by the Association and one peer who is acceptable to both Management and the Association.
- 7.4 The appeal will be heard within 28 days of the submission being lodged and the recommendation of the committee will be forwarded to the Director General or delegate for approval.
- 7.5 The decision of the Director General or delegate will be forwarded to the officer concerned within seven (7) working days of the appeal being heard.
- 7.6 This appeals mechanism does not cover matters that are properly dealt with by the Industrial Relations Commission of NSW or the Department's Grievance Management Policy.
- 7.7 In the event the appeal committee cannot reach a majority decision the matter will be decided by the Director General or delegate.

8. Anti-Discrimination

- 8.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, responsibilities as a carer.
- 8.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 8.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 8.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons less than 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 8.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation,
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 9.2 An officer is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate manager, the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 9.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to their attention.
- 9.5 If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall

respond within two (2) working days, or as soon as practicable. The officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.

- 9.6 The Department Head may refer the matter to the Director General, Department of Premier and Cabinet for consideration.
- 9.7 If the matter remains unresolved, the Department Head shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 An officer, at any stage, may request to be represented by the Association.
- 9.9 The officer or the Association on their behalf or the Department Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 9.10 The officer, Association, Department and Director General, Department of Premier and Cabinet shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public

10. Savings of Rights

- 10.1 At the time of the making of this Award no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 10.2 Should there be a variation to the Crown Employees (Public Sector - Salaries 2008) Award or an Award replacing that Award officers of the Department will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it or by the making of a new Award.

11. Area, Incidence and Duration

- 11.1 This Award shall apply to those officers of the Department of Planning and Infrastructure, NSW, employed in classifications as listed in clause 4, Classification and Salary Structures of the Award.
- 11.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 May 2012.
- 11.3 Changes made to this award subsequent to it first being published on 30 May 2008 (365 I.G. 1708) have been incorporated into this award as part of the review.
- 11.4 This Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B
MONETARY RATES

Table 1 - Salaries

Operative from the beginning of the first pay period to commence on or after 1.7.2011.

CLASSIFICATION

1 July 2011

Student Planner

Year 1	CSP 23	\$43,539
Year 2	CSP 28	\$45,428
Year 3	CSP 32	\$47,108
Year 4	CSP 40	\$50,619

PLANNING OFFICER (PROFESSIONAL)

Level 1(a)

Year 1	CSP 59	\$60,329
Year 2	CSP 69	\$66,610
Year 3	CSP 76	\$71,256
Year 4	CSP 80	\$74,080
Year 5	CSP 84	\$76,961

Progression/ promotion soft barrier (clause 4.7.2)

Level 1(b)

Year 1	CSP 90	\$81,703
Year 2	CSP 94	\$85,033
Year 3	CSP 97	\$87,701
Year 4	-	\$92,066

Level 2

Year 1	CSP 108	\$97,702
Year 2	-	\$100,536
Year 3	CSP115	\$104,575

Level 3

Year 1	CSP 117	\$106,651
Year 2	-	\$111,122
Year 3	CSP 124	\$114,457

Progression/ promotion soft barrier (clause 4.9.2)

Level 3 (cont'd)

Year 4	CSP 128	\$119,439
Year 5	-	\$124,200

Level 4

Year 1	-	\$136,930
Year 2	-	\$142,666
Year 3	-	\$148,518

Level 5		
Year 1	-	\$156,401
Year 2	-	\$160,294

APPENDIX A

FLEXIBLE WORKING HOURS AGREEMENT 2008

NSW DEPARTMENT OF PLANNING AND INFRASTRUCTURE

1. Title of the Agreement

This Agreement shall be known as the Department of Planning and Infrastructure of New South Wales Flexible Working Hours Agreement 2008.

2. Arrangements

1. Title of the Agreement
2. Arrangements
3. Definitions
4. Parties
5. Area, incidence, duration and purpose
6. Ordinary hours
7. Contract hours
8. Business hours
9. Staffing levels and rosters
10. Bandwidth
11. Core time
12. Varying hours of duty
13. Settlement period
14. Principles underlying flex leave and banking of accrued flex leave
15. Flex leave
16. Flex leave arrangements (Banking of flex leave)
17. Meal breaks
18. Accumulation, carry over and compensation for full-time staff
19. Pro-rata flex leave accumulations and carry over for part-time staff
20. Transfers
21. Breaches of flexible working hours arrangements
22. Termination of service
23. Grievance Management

3. Definitions

"The Department" - means the Department of Planning and Infrastructure of New South Wales.

"Staff"- means all staff employed under the *Public Sector Employment and Management Act 2002* (as amended), with the exception of those employed under Chapter 3 part 3.1 Public Sector Executives.

"Part-time Staff" - means any staff member whose ordinary hours of work are less than 140 hours per settlement period.

"Flexible Working Hours" - for the purposes of this Agreement, flexible working hours hereinafter referred to as flex time, is a system of attendance at an office or worksites of the Department within which 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.

"Union" - means The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Award" - means the Crown Employees (Public Service Conditions of Employment) Award 2009

4. Parties

The parties to this Agreement are:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales;
- (ii) The Department of Planning and Infrastructure of New South Wales
- (iii) The Director of Public Employment,

The parties shall co-operate in the monitoring of the operation of the 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 Department's Joint Consultative Committee.

5. Area, Incidence, Duration and Purpose

This Agreement is made pursuant to clause 10, Local Arrangements of the Crown Employees (Public Service Conditions of Employment) Award 2009, with the approval of the Director of Public Employment, between the Department of Planning and Infrastructure on the one part, and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales on the other part.

It replaces in part clause 12, Hours of Duty of the Award. Unless otherwise stated in this Agreement, any remaining provisions of clause 12 of the aforementioned Award remain unaffected by this Agreement and shall continue to apply for the nominal term. To the extent that any part of this Agreement conflicts with clause 12, this Agreement will prevail. This agreement is to be read in conjunction with clauses 5 and 6 of the Crown Employees (Planning Officers) Award 2008.

The Agreement shall take effect on and from 7th day of July 2008 and shall remain in force for a period of twenty four months unless varied or terminated by consent earlier. The agreement shall continue to operate after the termination date unless varied by consent, or terminated by the provision of 3 months' notice by either party.

The parties to this Agreement are committed to the facilitation of an equitable arrangement for all staff members employed by the Department to access, and utilise accumulated credit hours over and above their contract hours, as far as practicable, and arrange for the equitable administration of this Agreement throughout the Department.

The Department will endeavour to ensure that staff levels and work rosters are adequate to ensure that staff members have access to the provisions of the Agreement. The Union shall ensure that staff co-operate by working within the operational requirements of the Department.

6. Ordinary Hours

For staff employed under the Public Sector Employment and Management Act 2002 the ordinary working hours for:

- (i) Full time staff are 7 hours per day, 35 hours per week (140 hours per 4 week settlement period).
- (ii) Part time staff will be set out in their part-time arrangements. (These arrangements are agreed to and documented.)

Staff members who do not wish to work additional hours will suffer no discrimination or disadvantage.

7. Contract Hours

Contract hours are the minimum hours for which a staff member would be required to be on duty during a settlement period. 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. Contract hours for part-time staff members will be set out in their documented part-time arrangements.

8. Business Hours

Business hours are the span of hours during which the Department offices are open to members of the public, normally 9.30 am to 4.30 pm.

9. Staffing Levels and Rosters

- (i) the Department will ensure, and the Union shall co-operate, in the necessary arrangements, that adequate staffing levels are maintained during business hours to ensure a full range of client services are available during business hours.
- (ii) Managers and staff members in individual offices or work sites of the Department may negotiate a roster system to ensure the equitable management of the flex time and/ or flex leave system, so that no individual staff member is disadvantaged in anyway in relation to the operation of this Agreement.
- (iii) Where formal roster arrangements are introduced or are already in operation, those roster arrangements, and the operation of the roster, shall be negotiated between the responsible manager or supervisor and the staff members concerned. Staff members involved may request a Union delegate to assist with the negotiation of roster arrangements, if required.
- (iv) As far as practicable a timetable for roster arrangements, and operation of the roster for a period of three (3) months or more should be negotiated.

10. Bandwidth

- (i) The bandwidth (span of hours) operating during the term of this Agreement for normal working days shall be between the hours of 7.00 am and 6.30 pm.
- (ii) The bandwidth may be varied by agreement with the appropriate director and the staff in a particular workgroup, unit, branch, region or directorate to suit operational, climatic needs or with specific individuals to assist with care responsibilities or other needs.
- (iii) A staff member may select their starting and finishing times within the bandwidth subject to core time provisions and the Department's concurrence.
- (iv) Any time worked during a settlement period before or after the bandwidth, unless otherwise stated in this Agreement, shall not be credited to the staff member in any calculation of accumulated credit hours.
- (v) A staff member who, for personal or family circumstances wishes to work outside the bandwidth or core time stated in Clause 11 on either a temporary or permanent arrangement shall apply to the appropriate executive director or director, in writing, for approval. Such arrangements made at the staff member's request, will not attract any additional penalty rate payment.

11. Core Time

Core time is that period of the working day when all staff are required to be on duty unless on lunch break or approved leave.

The standard core time which will apply to all staff is 9:30 am to 3:30 pm.

Whilst staff need to attend the workplace only between 9:30 am and 3:30 pm, managers/ supervisors and staff may negotiate a roster system to ensure equitable management of adequate staff levels during office hours to ensure a full range of client services are available during business hours as stated in Clause 9 of this agreement.

Rosters should be reviewed at three (3) monthly intervals or at the request of individual staff.

In recognising that staff may need to meet their care responsibilities or other needs as well as the operational needs of the Department. Any variation must be approved by branch managers. Approvals should be written and are to be reviewed every six (6) months or earlier at the request of the staff member.

12. Varying Hours of Duties

Where a staff member as a result of their care responsibilities, or urgent personal reasons is unable to observe the general hours operating in the Department, the staff member may request a variation to their hours of attendance on a one off, short or long term subject to the following:

- (i) the variation does not adversely affect the operational requirements,
- (ii) variation in hours are the result of consultation between a manager and a staff member,
- (iii) flexitime debit or credit hours are met at the end of the settlement period where applicable,
- (iv) ongoing arrangements are documented,
- (v) no overtime or meal allowances are made to a staff member as a result of an agreement to vary the hours,
- (vi) a lunch break of one hour is available to a staff member, unless a staff member elects to reduce the break to not less than thirty (30) minutes, and
- (vii) the variation is approved by the manager.

13. Settlement Period

The 4 week period in which time is recorded commences on a Monday and concludes on a Friday.

14. Principles Underlying Flex Leave and Banking of Accrued Flex Leave

- (i) The parties to this Agreement acknowledge that there is a need for the manager or supervisor and staff members to plan work. Tools such as a Performance Development System help with the planning of work. Managers and supervisors 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 the estimated additional paid hours of work in a particular settlement period.
- (ii) In planning working hours, account will be taken of past working hours and arrangements and agreement by the staff member/ workgroup, manager or supervisor on the estimated time required to satisfactorily undertake prescribed duties. Planning for these tasks shall be on a regular basis, and any significant variation in estimated time shall be identified by either the manager or staff member and the plan jointly revised.
- (iii) All significant variations to the agreed estimated time to satisfactorily undertake prescribed duties shall be agreed between the staff member and manager prior to the time being worked.

15. Flex Leave

- (i) All flex leave granted shall be at the convenience of the Department and the requirements of the Department's clients and the public. Requests 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. This includes flex leave taken during transport disruptions or other emergencies.

- (ii) Flex leave may be taken as two (2) full days or four (4) half days or a combination of full and half days to a maximum of two days during a settlement period.
- (iii) It is not necessary for a staff member to have a credit balance when taking flex leave.
- (iv) A staff member working under an agreed roster may be rostered to take a flex leave entitlement on an identified normal working day, or days, during the roster period.
- (v) Flex leave may be taken immediately before, and/or after, a period of recreation leave and any other form of approved paid leave.
- (vi) Flex leave may be taken on consecutive working days, irrespective of whether these days are in different settlement periods.
- (vii) A staff member may be requested by their manager to take flex leave if the maximum credit accrual is likely to be exceeded during or by the end of a settlement period.
- (viii) A staff member will not be able to access banked flex days in instances whereby their recreation balance exceeds forty (40) days.

16. Flex Leave Arrangements - Banking of Flex Leave

In a number of instances workload demands will require staff to work long hours thus accruing significant extra flex credits. In order to achieve some compensation for staff who work extra hours, the following provision for the banking of flex leave will apply: These instances could include but are not necessarily limited to, budgeting, business planning, end of financial year, and emergency service activities.

- (i) Prior agreement on workload constraints should be reached between the staff member and manager or supervisor in order for a staff member to bank a flex day.
- (ii) Where workload demands have prevented a staff member from taking flex leave (as provided for in Clause 15 (ii)) a staff member may apply to bank the flex leave that was not taken - either a full or half day. The remaining hours of credit should be added to the normal flex credit.
- (iii) A staff member does not have to be in credit to bank flex leave. When banking a full day flex leave a staff member must not be more than three hours in debit. When banking a half day flex a staff member must not be more than six and a half (6 1/2) hours in debit at the end of the settlement period. That is, the total debit may not exceed ten (10) hours.
- (iv) All flex leave banked is required to be in half or full days. Subject to clause (ii) (b) above.
- (v) Up to two (2) flex days may be accrued and banked per settlement period. Subject to clause (ii) above.
- (vi) A staff member may bank up to a maximum of five (5) days (thirty-five (35) hours), which can be taken at a mutually convenient time, if the staff members recreation balance is less than forty (40) days.
- (vii) Banked flex leave can be taken in conjunction with other forms of approved paid leave.
- (vii) In addition to the entitlements under Clause 17(a) (3) of the Award, any banked flexi leave may be taken during transport disruptions or other emergencies.

17. Meal Breaks

- (i) A staff member shall be required to take a meal break not more than five (5) hours after commencing work, or before 2.00 pm. whichever is the earlier.

- (ii) A staff member shall be entitled to a meal break of one (1) hour. Consultation with a manager/supervisor is necessary for a meal break in excess of this time.
- (iii) The minimum meal break permitted is thirty (30) minutes.
- (iv) The maximum meal break permitted is two and half (2 1/2) hours during the span of 11.30 am to 2.30 pm.

18. Accumulation and Carry Over for Full-Time Staff

- (i) A staff member may accumulate credit or debit hours throughout a settlement period, and carry forward credit and debit hours between settlement periods provided that at the end of a settlement period the number of credit hours does not exceed ten (10) hours or debit hours does not exceed ten (10) hours.
- (ii) When a staff member's accumulation of debit hours exceeds ten (10) hours at the end of a settlement period, the excess debit hours shall be debited against any banked flex leave, or if none is available, accrued recreation leave, or if no such leave is available, debited as leave without pay.
- (iii) When a staff member's accumulation of credit hours exceeds ten (10) hours at the end of a settlement period, the excess credit hours may be banked subject to Clause 16 above. Where the staff member already has thirty five (35) hour banked any additional hours will be forfeited.
- (iv) The Department shall make every effort to ensure that an officer does not consistently forfeit excess credit hours at the conclusion of settlement periods as a result of requests for flexi leave being refused.

19. Pro-Rata Flex Leave Accumulation and Carry Over for Part-Time Staff

- (i) A staff member who is employed under a part-time work arrangement which does not require fixed starting or finishing times on all the normal working days may accrue up to the maximum pro-rata accumulated credit and debit entitlements under this Agreement.

Example: A staff member who works twenty-eight (28) hours per week would be entitled to accumulate a maximum credit or debit of eight (8) hours at the end of the settlement period i.e. normal carry - normal hours x actual hours (10-35 x 28)=8.

- (ii) Contract hours for a staff member working under a part-time agreement shall be calculated on the total number of agreed hours to be worked in a settlement period.

Example: A staff member who works twenty-one (21) hours per week -their contract hours will be eighty-four (84) hours per settlement period i.e. actual hours worked x 4 (21 x 4)= 84.

- (iii) A staff member who elects to change from full-time to part-time work, by agreement may be permitted to exhaust accumulated flex leave entitlements prior to commencing part-time work, or have any existing accumulated credit balance carried over. Future entitlements for flex leave from this accumulated credit hour balance carry over shall be calculated on the basis of full-time work until exhausted.
- (iv) A staff member who changes from part-time to full-time employment by agreement may be permitted to exhaust accumulated flex leave entitlements prior to commencing full-time work, or carry over the entitlement, which continues until exhausted.
- (v) A part time staff member working under flexible working hours arrangements may be entitled to up to two (2) full days or four (4) half days or a combination of full and half days to a maximum of two days during a settlement period with the approval of their manager. The flex leave to cover the flex absence/ s is the actual time absence from work.

Example: A staff member who works twenty-eight (28) hours per week- i.e. seven (7) hours per day, four (4) days a week, the flex leave entitlement to cover one (1) days flex leave is seven (7) hours.

20. Transfers

A staff member of the Department who transfers to another Department may transfer only ten (10) accumulated credit hours, if a staff member has in excess of ten (10) hours an effort should be made to take the appropriate flex leave prior to transferring in order to reduce excess credit

21. Breaches of Flexible Working Hours Arrangements

The Executive Directors, or Directors may only direct a staff member to work standard hours where it is proven the staff member has breached a provision of this Agreement, the remaining operative sub-clauses of clause 11, Hours of Duty of the Award or an established administrative arrangement of the Department in connection with the operation of flexible working hours which was in operation at the time this Agreement was made.

22. Termination of Service

- (i) The Department shall ensure as far as practicable, that a staff member is given the opportunity to eliminate accumulated credit hours, to the limits prescribed in Clause 18, by way of flex leave prior to the completion of their last day of service with the Department through resignation or retirement.
- (ii) The Department shall debit a staff member's accumulated recreation leave or extended leave (minimum of a quarter day), or monies owing, against debit hours accumulated by a staff member at the completion of the last day of service with the Department.

23. Grievance Management of the Flexible Working Agreement.

Staff members who are in conflict or have a grievance with the coverage of this Agreement should use the procedures identified in the Department's Grievance Management Policy.

C.G. STAFF J

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