

**ATTORNEY GENERAL'S DEPARTMENT OF NSW**

**FLEXIBLE WORKING HOURS AGREEMENT 2006**

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## **1. INTRODUCTION**

### **1.1 Title of the Agreement**

This Agreement shall be known as the Attorney General's Department of New South Wales Flexible Working Hours Agreement 2006 ("the Agreement").

### **1.2 Parties to this Agreement**

This Agreement is made between the **Public Service Association of New South Wales** and the **Professional Officers Association Amalgamated Union of New South Wales** and the **Attorney General's Department of New South Wales** and the **Public Employment Office**.

### **1.3 Overview**

The Agreement is to be read in conjunction with the *Crown Employees (Public Service Conditions of Employment) Award 2002* ("the Award"). Should there be any inconsistency between the Agreement and the Award, the Agreement shall prevail.

The Agreement will be binding upon all employees covered by the Award. The following employees are not covered by the Agreement:

- Court Reporters;
- Ministerial Office staff;
- Ministerial appointees;
- Parramatta Extended Registry staff;
- Casual employees;
- Sheriffs Officers.

The Parties are committed to negotiating what flexible working hour arrangements are to apply to employees of the Office of the Public Guardian, the Office of the Protective Commissioner and the Office of the Public Trustee within 6 months of the date of the Agreement.

#### **1.4 Statement of Intent**

The Association, employees and management are committed to fostering flexible work practices under the Agreement for the benefit of employees and the achievement of the organisation's goals. The Association, employees and management will work co-operatively and collaboratively in an environment of trust to ensure the successful implementation of the Agreement.

The Parties to the Agreement are committed to the facilitation of an equitable arrangement for all employees to access and use accumulated credit hours over and above their contract hours, and arrange for the equitable administration of the Agreement throughout the Department.

The Agreement will complement the NSW Government Policy and Guidelines on "Flexible Work Practices" and demonstrates the Department's corporate values. The Commitment to the Community lists the Department's values. Of particular relevance to the Agreements is:

- delivering the service in a timely and efficient way;
- ensuring the clients can access the services of the Department; and
- ensuring an inclusive and safe work environment.

The Parties to the Agreement acknowledge that there is a need for the supervisor/manager and employee to plan for the hours to be worked in a settlement period and the Flex Leave to be taken during a settlement period. Supervisors and managers in consultation with employees need to plan the hours to be worked in a settlement period and the flex leave to be taken in a settlement period. Flextime, as defined in Clause 1.4, should not be seen as a right or entitlement but as a means by which the Department can continue to enhance its client service.

In the implementation of the Agreement supervisors and managers should be mindful of employees' needs in ensuring equitable access to the provisions of the Agreement. Similarly, employees should be mindful of the Department's operational requirements, its legitimate business concerns in controlling leave liability and minimizing the backfilling of positions, and its commitment to providing consistent, high quality customer service when utilising the provisions of the Agreement.

The Agreement provides:

- greater flexibility in working hours to assist with workload and deadlines;
- a fair recognition of time worked;
- a commitment to monitor and review;
- improvement to staff morale;
- a balance between work and family life;
- a framework to discourage the adoption of unsafe work practices through the working of excessive hours;
- promotion of the Department as a good employer; and
- mechanisms by which the backfilling of positions is minimized and the Departments leave liability controlled.

## **1.5 Definitions**

“Accrued Work Time” is all time worked by the employee during the bandwidth (except paid overtime) during the settlement period.

“Association” refers to the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

“Backfilling” refers to the filling of an employees’ position with temporary agency staff or temporary arrangement (Section 27 or High Duties Allowance) while the employee is on leave.

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

“Block Flex Leave” is a period of between 2 and 5 consecutive days Flex Leave.

“Business Centre Manager” means the manager of the agencies identified as business centres by the Director General from time to time.

“Coretime” is the period during the day when an employee will be required to be on duty. The lunch period is not part of Coretime.

“Department” refers to the Attorney General’s Department of New South Wales.

“Director General” refers to the Director General of the Attorney General’s Department of New South Wales or his or her delegate.

“Employee” means a person employed by the Department under Chapter 2 of the *Public Sector Employment and Management Act 2002* as amended, either in a full-time or part-time capacity other than casual employees or Senior Executive Officers appointed under that Act.

“Flexible Working Hours” see “Flexitime”

“Flex Leave” is the terminology given to those periods of time which an employee may absent themselves from work with the approval of their supervisors/managers during which no time is credited towards the employee’s Accrued Work Time.

“Flexitime” for the purposes of the Agreement is a system of attendance at an office of the Department whereby an employee and their supervisor/manager agree on starting and finishing time on each normal working day in accordance with conditions set out

in the Agreement. It also refers to those periods of time that an employee may absent themselves from work with the agreement of their supervisor manager and in accordance with conditions set out in this Agreement.

“Flex year” is the 12 month cycle, consisting of thirteen settlement periods, to commence from the first full flex period after implementation of this Agreement.

“Operational requirements” are those activities undertaken in meeting the Department’s commitment to the Community, particularly through the timely, efficient and effective delivery of services to both internal and external clients across opening hours.

“Parties” refers to the Association, the Department and the Public Employment Office.

“Standard Flex Leave” refers to a period of flex leave of a single day or part thereof in accordance with cl. 10 of the Agreement.

“Standard Hours” see clause 3.3.

“Supervisor” means the immediate supervisor or manager of the area in which an employee is employed or any other employee authorised by the Department Head to fulfil the role of the Supervisor, other than a person employed as a consultant or contractor.

“Supervisors agreement” is verbal or written permission given to an employee by the Supervisor in accordance with the provisions of the Agreement. If permission is not given by the Supervisor, a reason should be provided and an alternative agreed upon.

## **2. SETTLEMENT PERIOD AND CONTRACT HOURS**

- 2.1 The settlement period is four (4) weeks.
- 2.2 Ordinary hours for full time staff are 35 hours per week, Monday to Friday.
- 2.3 For the purposes of this Agreement the full time contract hours are 140 for each settlement period.

## **3. STANDARD HOURS AND HOURS WORKED**

- 3.1 All full-time employees are entitled to work a minimum of 7 hours on any day. An employee may request that their Supervisor approve work of less than 7 hours in one day subject to operational requirements.
- 3.2 Employees are required to record the hours they have worked at the end of each working day (“standard and flex time records”).
- 3.3 An employee may elect to work Standard Hours. Generally, standard hours are 35 hours per week (7 hours work per day with a one hour lunch break), Monday to Friday.

- 3.4 An employee who elects to work Standard Hours, or has been directed to work Standard Hours will not be on Flextime and as a result, will not have access to Flex Leave. Any accrued credit hours can still be accessed.
- 3.5 An employee may be directed to work Standard Hours by a Business Centre Manager where attendance has been shown to be repeatedly poor and/or in circumstances where poor performance is linked to hours of work or where the employee has breached a provision of the Agreement, or the Award.
- 3.6 Where the employee and the Supervisor fail to agree on appropriate attendance arrangements, the matter will be referred to the next line manager. Clause 19 may be invoked as to grievances.
- 3.7 If the matter cannot be agreed at that level, it is to be referred to Business Centre Manager for resolution. In the interim the employee will observe attendance arrangements as directed by their Supervisor.

## **4. PART-TIME EMPLOYEES**

- 4.1 Where the operational requirements allow Flextime shall be extended to an employee working under a part-time work arrangement, including those in a job share agreement.
- 4.2 Part-time employees may accumulate the same Accrued Work Time and have the same rights to Flextime as full-time employees.
- 4.3 Where an employee changes from full-time to part-time or part-time to full-time employment they shall carry forward any existing credit or debit Accrued Work Time balance.
- 4.4 All grievances should be handled in accordance with Clause 19 of this Agreement.

## **5. VARIED WORKING HOURS**

- 5.1 If the Director General is satisfied that an employee is unable to comply with the usual hours operating in the Business centre because of limited transport facilities, urgent personal reasons, community or family reasons the Director General may vary the employee's hours of attendance on a one off, short or long term basis, subject to the following:
  - 5.1.1 the variation does not adversely affect operational requirements;
  - 5.1.2 there is no reduction in the total number of standard contract hours;
  - 5.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing times;
  - 5.1.4 a lunch break of one hour is available to the employee, unless the employee elects to reduce the break to not less than 30 minutes;
  - 5.1.5 no overtime or meal allowance payments are made to the employee as a result of an agreement to vary the hours;
  - 5.1.6 ongoing arrangements are documented; and
  - 5.1.7 the Association is consulted on any implications of the proposed variation of hours for the work area.

## **6. BANDWIDTH**

- 6.1 The standard Bandwidth is 7.30am to 6.30pm during which time normal work can be undertaken based on the principles of the Agreement.
- 6.2 Employees in areas of the Department working outside of the standard Bandwidth due to the inherent requirements of their positions can make local arrangements by agreement with their business centre manager. Any such arrangement is to be endorsed by Corporate Human Resources (CHR) prior to implementation and notified to the Association where the arrangement is for a period of four (4) weeks or longer.

## **7. CORETIME**

- 7.1 The Department will operate two Coretime arrangements. Each Business Centre will be required to negotiate and nominate which Coretime arrangement best suits their client service needs.
- 7.2 Core time arrangement No.1 will be from 9.30am to 3.30pm, with a lunch break falling between 11.30am and 2.30pm. Core time arrangement No.2 will be from 10.00am to 4.00pm, with a lunch break falling between 12pm and 3pm.
- 7.3 Clause 7 will operate subject to the conditions set down in clause 5 and clause 8 of the Agreement.

## **8. LUNCH AND MEAL BREAKS**

- 8.1 No employee shall be required to work continuously for more than 5 hours without a meal break.
- 8.2 An employee shall be entitled to take a luncheon period of one hour, but may reduce or extend that period to a minimum of 30 minutes or to a maximum of 2½ hours respectively, subject to the operational requirements and agreement with their supervisor/manager. Customer service must be maintained during lunch breaks which may be taken between 11.30am and 2.30pm.

## **9. ACCRUED WORK TIME (AWT)**

- 9.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count toward the employees Accrued Work Time (AWT).
- 9.2 The difference between Accrued Work Time and Standard Contract Hours at the end of a settlement period are referred to as “credit hours” or “debit hours” as the case may be.
- 9.3 An employee may carry forward credit and debit hours between settlement periods as follows:
  - 9.3.1 up to thirty five (35) credit hours; or
  - 9.3.2 up to a maximum of ten (10) debit hours

The carried forward credit or debit hours establishes the opening balance for the employees Accrued Work Time in the following settlement period.

- 9.4 A full time employee should have Accrued Work Time of at least 130 hours at the conclusion of a settlement period. The minimum of 130 hours includes all credited Accrued Work Time and all approved leave.
- 9.5 Where Accrued Work Time is less than 130 hours at the end of a settlement period the employee will be required to submit a leave form for the amount of the shortfall.
- 9.6 Hours worked are to be monitored by the employee and the supervisor/manager over a four weekly period through use of flex time records. This monitoring should ensure that an employee does not exceed 175 hours of actual time worked nor exceed the maximum debit at the conclusion of any settlement period.

## **10. FLEX LEAVE ENTITLEMENTS**

- 10.1 An employee is entitled to take up to a maximum of eighteen (18) days Flex Leave per year in any available combination of Standard Flex Leave and Block Flex Leave.

### **Standard Flex Leave**

- 10.2 An employee is entitled to take up to fourteen (14) hours of Standard Flex Leave in any settlement period, subject to operational requirements. Standard Flex Leave may be taken as a full day, half days or quarter days or combinations thereof. Two (2) full days may be taken consecutively in a settlement period.
- 10.3 No prior notice for Standard Flex Leave is required in emergency situations, however, an employee must notify their Supervisor as soon as practicable of the emergency situation and the requirement for Flex Leave.

### **Block Flex Leave**

- 10.4 An employee may take one period of Block Flex Leave of between three (3) and five (5) consecutive days each Flex Year, subject to operational requirements.
- 10.5 Applications for Block Flex Leave are to be submitted at least one month in advance of the proposed leave through Employee Self Service (ESS). Applications lodged within a month of the proposed leave will be considered where exceptional circumstances can be demonstrated and subject to operational requirements.
- 10.6 The Director General may grant approval for an employee to access a second period of Block Flex Leave in a Flex Year where that employee can demonstrate exceptional circumstances. Applications, by way of written submission, for a second period of Block Flex Leave must be submitted to the Director General through the employee's business centre manager.

### **Flex Leave Generally**

- 10.8 Flex Leave should be taken at a time agreed between the employee and their Supervisor to ensure customer service and operational requirements are maintained and the backfilling of positions is minimized.
- 10.9 An employee does not receive any credit towards their Accrued Work Time when taking flex leave.

- 10.10 Flex leave may be taken immediately before, during and/or after a period of any form of approved leave.
- 10.11 A Supervisor shall not refuse a reasonable request by an employee to take Flex Leave and may direct an employee to take flex leave if the maximum credit accrual is likely to be exceeded during or by the end of a settlement period. On occasions where flex leave is not granted, the supervisor should discuss with the staff member at a mutually convenient time when the hours can be taken.
- 10.12 Staff may only accumulate credit hours in excess of the minimum daily contract hours, being 7 hours, where a supervisor is satisfied that work is available and that excessive flextime is not being accrued. Staff may be directed to cease duty in such circumstances.
- 10.13 Where there is no work prior to a specified time (being not later than 9am) a staff member may be directed not to commence duty.

#### **Refusal to Approve Flex Leave**

- 10.14 For the purposes of Clause 10.11 a request by an employee to take Flex Leave is not reasonable if the taking of the requested flex leave would:
  - i) necessitate the backfilling of the employee's position during that period of flex leave;
  - ii) in the opinion of the supervisor/manager compromise the Department's customer service or operational requirements.
- 10.15 A business centre manager may, from time to time, identify in advance periods of high work flow during which the taking of flex leave will be deemed to compromise the Department's customer service or operational requirements and during which Flex Leave is not to be taken. Such periods will be notified to employees at least one month prior to the relevant period coming into effect.
- 10.16 A Supervisor shall refuse a request by an employee to take Flex Leave where there is a real likelihood that the employee will exceed 10 debit hours at the end of a settlement period if the Flex Leave were approved.

### **11. SCHEDULING FLEX LEAVE**

- 11.1 The taking and scheduling of Flex Leave will be made in an equitable, transparent and fair manner that takes into account its impact on co-workers and operational requirements and which minimizes the necessity of backfilling.
- 11.2 The scheduling of Flex Leave is to be negotiated with the employee's Supervisor.
- 11.3 Subject to the operational requirements and Supervisor approval, employees may vary working hours to suit their particular needs or absent themselves from working using Flex Leave.

### **12. MANAGEMENT OF FLEXIBLE WORKING HOURS AGREEMENT TO AVOID FORFEITURE OF HOURS**

- 12.1 Weekly hours worked during the settlement period are to be monitored by the employee and their supervisor. If it appears that the employee may exceed the maximum accrual which can be carried forward to the next settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the

previous settlement period, may exceed the maximum accrual which can be carried forward to the next settlement period, the supervisor and employee shall develop a strategy to ensure that the employee does not forfeit any of the credit hours accumulated, or likely to be accumulated.

- 12.2 Subject to cl.10.12 and cl. 10.13 where it appears an employee may exceed the maximum number of credit hours which can be carried forward to the next settlement period, strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days. Additional flex time may need to be granted with the approval of the manager to reduce credits even if this means the employee exceeds the 18 days (126 hours) over the flex year. The granting of this additional flextime should only occur in exceptional circumstances where a reduction in daily hours worked is impossible.

## **13 RECREATION LEAVE**

- 13.1 The provisions of the *Crown Employees (Public Service Conditions of Employment) Award 2002* apply.
- 13.2 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Director General in special circumstances.

## **14 DISRUPTION OF TRANSPORT**

- 14.1 Where an employee is delayed or prevented from attending the workplace as a result of a transport strike or a major transport delay, the following conditions will apply:
- 14.1.1 The employee may commence or cease duty at any time. Time worked on such days will accumulate in a normal way.
- 14.1.2 An employee affected by transport disruption will not be debited recreation leave or leave without pay if the employee has accrued less than 130 hours of Accrued Work Time in the settlement period coinciding with the transport disruption. However, the employee must ensure that more than 130 hours of Accrued Work Time are accrued in the following settlement period.
- 14.1.3 When a prolonged transport disruption occurs, the Department Head may extend the settlement period during which the transport disruption occurred by a further four weeks, in order to allow employees to make up additional time during the disruption.
- 14.1.4 Normal provisions regarding maximum debits and credits at the end of the extended settlement period are to apply. That is, not more than 10 hours debit or 35 hours credit is to be brought forward to the next four weekly settlement period.

## **15. OVERTIME**

- 15.1 The provisions of the *Crown Employees (Public Service Conditions of Employment) Award 2002* will apply.
- 15.2 Overtime will apply if an employee, having already worked 7 hours on the day in question, is directed to work after 6 pm, or is directed to work other times outside of the bandwidth. Provided that a part-time employee is otherwise entitled to overtime,

overtime will apply if the part-time employee, having worked their normal hours on the day in question, is directed to work after 6pm, or is directed to work other times outside of the bandwidth.

- 15.3 Overtime can only be approved by delegated officers listed in the Department's Delegations Manual.

## **16. TRANSFERS WITHIN THE DEPARTMENT**

- 16.1 Where an employee gives notice of transfer to another business centre within the Department and this Agreement is not in place in that business centre, the supervisor/manager and employee will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours. However, if requested by the employee and agreed by the new business centre, the accumulated credit or debit hours may be carried forward to the new business centre.
- 16.2 An employee's Accrued Work Time should not be adversely affected if transferring between business centres within the Department.

## **17. SEPARATION FROM THE DEPARTMENT**

- 17.1 Where an employee gives notice of resignation, retirement or transfer to another government department, the supervisor/manager and employee will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
- 17.2 Where an employee has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that employee will be adjusted accordingly.
- 17.3 Where an employee has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours, to a maximum of 10 hours, are to be paid to the employee at the current salary rate.
- 17.4 However, if requested by the employee and agreed by the new government department to which the employee is transferring, the credit hours may be carried forward to the new government department.

## **18. DURATION, MONITORING AND TERMINATION OF THE AGREEMENT**

- 18.1 Subject to clause 18.4, the Agreement shall apply for a period of two (2) years from 25 December 2006 (the nominal term).
- 18.2 The Agreement may be varied at any time during its term with the consent of the Parties.
- 18.3 A review will be undertaken at the end of each quarter and at the conclusion of the two year term of this Agreement by the Flexible Working Hours Consultative Committee (FWHCC). As part of this review the FWHCC shall, among other things, have regard to the Department's accrued flex leave liability, the cost of temporary staff for the backfilling of positions to cover flex leave, the extent of any forfeiture of hours, client service outcomes and budgetary considerations.
- 18.4 Notwithstanding clause 18.1, the Agreement may be terminated at any time with the approval of all the parties to it.

- 18.5 This agreement may be terminated at or after the end of its nominal term by any one of the parties giving at least 3 months' notice of intention to terminate to the other party. The notice may be served before the end of the nominal term.

## **19. GRIEVANCES**

- 19.1 The Parties shall co-operate in monitoring the operation of the Agreement. Identified operational and administrative problems may be raised at workplace level with local management, through local Joint Consultative Committees (JCCs), the Peak Consultative Committee (PCC), or through the Department's Grievance procedures.

## **20. LOCAL ARRANGEMENTS**

- 20.1 From time to time, (and subject to 20.4), Local Arrangements may be entered into between the relevant business centre manager and the Association in respect of any matter covered in the Agreement.
- 20.2 Local Arrangements are to be entered into only in extraordinary circumstances.
- 20.3 The parties cannot make Local Arrangements less favourable to an employee than available under the provisions of the Agreement.
- 20.4 Local Arrangements must be referred to the Director General for consideration and approval prior to implementation.

### **SIGNED BY**

*General Secretary*

Public Service Association and )  
Professional Officers Association )  
Amalgamated Union of New South Wales )

.....  
(Signature) (Date)

In the presence of:

.....  
(Witness Signature) (Date)

### **SIGNED BY**

*Director-General*

Attorney General's Department of )  
New South Wales )

.....  
(Signature) (Date)

In the presence of:

.....  
(Witness Signature) (Date)

### **SIGNED BY**

Public Employment Office )

.....  
(Signature) (Date)

In the presence of:

.....  
(Witness Signature) (Date)