

**DEPARTMENT OF EDUCATION
FLEXIBLE WORKING HOURS AGREEMENT 2019**

AGREEMENT between the Secretary of the Department of Education as the employer of staff employed under the *Government Sector Employment Act 2013* and the Public Service Association of NSW being an Association ("the Association") representing certain classes of public servants and certain employees employed in the Department of Education ("the department").

1. Introduction

1.1 Overview

This agreement amends certain provisions relating to hours of duty in respect of certain employees of the department employed under the *Government Sector Employment Act 2013*. It is to be read in conjunction with clause 21, Flexible Working Hours of the *Crown Employees (Public Service Conditions of Employment) Award 2009*.

This agreement is made between the department and the Association in accordance with clause 10, Local Arrangements, of the *Crown Employees (Public Service Conditions of Employment) Award 2009*.

Flexible working hours as provided for in this Agreement may operate in a network or state office of the department, subject to operational requirements as determined by the relevant state office manager.

Implementation of this Agreement should be on a cost neutral basis.

1.2 Statement of Intent

The department, Association and employees are committed to fostering flexible work practices under this agreement within the department. The Agreement is intended to provide greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to avoid the forfeiture of hours.

Supervisors and managers should be mindful of employees' needs in ensuring equitable access to the provisions of this agreement.

Similarly, employees should be mindful of the department's operational needs in maintaining customer service when utilising the provisions of the agreement.

This agreement is to be read in conjunction with the *Premier's Memorandum*

2012-07, *Reduction of accrued recreation leave balances*, and any subsequent memoranda relating to the reduction of accrued recreation leave balances.

1.3 General

Absences on approved leave will be credited to the employee's accrued work time. Such absences may be for periods of a quarter of a day, with the appropriate amount of time for the absence being recorded as accrued work time on the employee's record of attendance and debited to the employee's leave record maintained by the department. A full day absence is equivalent to seven hours.

Flextime can be used with either recreation leave or study time to cover a full days absence from duty with the prior approval of the supervisor.

Absences using flextime time may occur during any period of recreation leave and may occur on more than one occasion during a settlement period. However, employees should have at least 406 hours accrued work time at the end of the settlement period.

1.4 Definitions

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

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

"Business Hours" are the normal hours of business in which network offices and state offices are kept open to members of the public. Business hours shall be determined by relevant network and state office managers.

"Contract Hours" means the contract hours for a settlement period which shall be calculated by multiplying the employee's weekly contract hours by twelve (ie the number of weeks in a settlement period). For full time employees the weekly contract hours are 35, and the daily contract hours are seven.

"Coretime" is the period during the day when an employee is normally required to be on duty.

"Department" for the purposes of this agreement shall mean the Department of Education.

"Employee" shall mean:

- (a) all persons in ongoing and temporary employment, including in accordance with the provisions of the *Government Sector Employment Act 2013*, and who on or after the date of making this agreement work under a flextime scheme; or

- (b) all field based employees, including Hub Coordinators, Senior Field Officers, Field Officers, Field Support Officers and Investigators within the Early Childhood Education (ECE) Directorate, employed in ongoing or temporary employment in accordance with the provisions of the *Government Sector Employment Act 2013* and who on or after the date of making of this agreement work under a flextime scheme; or
- (c) all Training Advisors and Training Coordinators within Training Services NSW, employed in ongoing or temporary employment in accordance with the provisions of the *Government Sector Employment Act 2013* and who on or after the date of making of this agreement work under a flextime scheme; or
- (d) any other persons who by agreement between the parties are deemed to be covered by this agreement;

excluding senior officers.

"Flextime" is the terminology given to those periods of time that an employee may absent themselves from work with the agreement of their supervisor under this Agreement during which no time is credited towards the employee's Accrued Work Time.

"Standard Working Hours" means the ordinary hours of duty which are worked in the absence of flexible working hours. Standard working hours should equal the daily contract hours, ie seven hours full time or less than seven hours part time, required to be worked by the employee or employees in question. Standard working hours are usually 8.30 am to 4.30 pm with an hour for lunch Monday to Friday.

2. Settlement Period and Ordinary Hours

- 2.1 The settlement period is twelve weeks.
- 2.2 Ordinary hours for full-time employees are 35 hours per week, Monday to Friday.
- 2.3 Ordinary hours for part-time employees are less than 35 hours per week, Monday to Friday.

3. Bandwidth

- 3.1 The standard bandwidth for all employees, excluding ECE field based employees and Training Advisors and Training Coordinators within Training Services NSW, is 7.30am to 6.00pm.
- 3.2 The maximum bandwidth for ECE field based employees shall be 13 hours, the

earliest starting time being 7.00am and the latest finishing time being 8.00pm, Monday to Friday.

- 3.3 The maximum bandwidth for employees working as Training Advisors and Training Coordinators within Training Services NSW shall be 14 hours, the earliest starting time being 6.00am and the latest finishing time being 8.00pm, Monday to Friday.
- 3.4 Subject to section 4, an employee may elect to work any period of time or vary starting and finishing times within this bandwidth in agreement with the supervisor.
- 3.5 The standard bandwidth may be varied by written agreement between an employee and their supervisor, providing the daily contract hours are not varied and that changing the bandwidth does not of itself incur additional overtime, meal money payments or travelling compensation claims.

4. Coretime

- 4.1 The standard coretime for all employees, excluding ECE field based employees, is 9.30am to 3.00pm.
- 4.2 The coretime for ECE field based employees is a floating period of any six continuous hours (including a meal break of not less than 30 minutes and no more than 3 hours) within the bandwidth, during which staff are required to be on duty unless on authorised leave.
- 4.3 The standard coretime may be varied by written agreement between the employee and their supervisor, providing the daily contract hours are not varied.

5. Hours Worked

- 5.1 All employees are entitled to work a minimum of seven hours on any day. An employee cannot be directed to work less than seven hours on any day. An employee may choose to work less than seven hours in one day with the agreement of the supervisor. Supervisors may direct an employee to work more than seven hours in one day within the bandwidth but this direction should not be exercised unreasonably.
- 5.2 Subject to operational convenience, an employee may elect to work standard working hours as per clause 10 of this Agreement.
- 5.3 Training Advisors and Training Coordinators within Training Services NSW should not work (including official travel within bandwidth) in excess of 45 hours per week. Supervisors are to actively discourage staff from working in excess of 45 hours per week.
- 5.4 Nothing in this agreement shall prevent the department requiring an employee

to revert to working standard working hours where it is evident that the employee is not observing the conditions of this agreement.

6. Lunch and Meal Breaks

- 6.1 An employee is to take a meal break of at least 30 minutes in a period of five hours continuous work.
- 6.2 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 three hours respectively, subject to the needs of the work area. Customer service must be maintained during lunch breaks which may be taken between 11.30am and 2.30pm.

7. Flex Time Entitlements

- 7.1 All employees are entitled to take up to six flextime days in any settlement period. This time may be taken together with other forms of leave including recreation leave. The issue of when flextime is taken should be agreed between the employee and the supervisor to ensure customer service is maintained. The six flextime days may be taken as either full days or half days or combinations of either. An employee does not receive any credit towards their accrued work time when taking flextime.
- 7.2 Due to operational requirements, it may not be convenient for employees providing direct service to schools to take flexdays during term/semester time. In these circumstances employees shall, by mutual agreement with their manager, accumulate these days and take them in the school vacation next occurring.

8. Accrual of Work Time (AWT)

- 8.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the employee's accrued work time (AWT).
- 8.2 An employee should have AWT of at least 406 hours at the conclusion of a settlement period. The minimum of 406 hours includes all credited AWT and all approved leave.
- 8.3 Where AWT is less than 406 hours at the end of a settlement period the employee will be required to submit a recreation leave form for the amount of the shortfall. Should the employee have insufficient leave available, leave without pay for the amount of time below 406 hours will apply and the leave without pay is credited to the AWT total.
- 8.4 An employee with AWT at the conclusion of a settlement period that amounts to less than 420 hours and greater than 406 hours must carry the appropriate

debit hours forward to the next settlement period.

- 8.5 An employee who has an AWT of between 420 hours and 462 hours at the conclusion of a settlement period may carry up to 42 credit hours forward to the next settlement period. The 462 hours includes all credited AWT and all approved leave.
- 8.6 An employee is entitled to carry forward hours in excess of the 420 ordinary hours. The maximum a full time employee may carry forward is 42 hours, comprised of 42 credit hours as per subclause 8.5.
- 8.7 Hours worked are to be monitored by the employee and the supervisor over a four weekly period through the use of flextime records.
- 8.8 It is intended that employees do not work in excess of 462 hours in any one settlement period (ie no more than 420 ordinary hours plus the maximum 42 credit hours) other than in exceptional circumstances. Where it is obvious that an employee may exceed 462 hours in any one settlement period 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.

9. Overtime

- 9.1 Overtime will apply where an employee is directed to work outside the agreed bandwidth. Payment for overtime shall be made only where the employee works directed overtime.
- 9.2 Payment for directed overtime for employees covered by the *Crown Employees (Public Service Conditions of Employment) Award 2009* shall be in accordance with clause 90, Overtime worked by day workers, of that award.

10. Standard Working Hours

- 10.1 The department after consultation and agreement with employees may revert the employees' work hours to standard working hours to meet operational and customer service requirements.
- 10.2 Employee commencing and finishing times under standard working hours may be varied to meet operational requirements provided there is consultation with staff and relevant unions and provided employee daily contract hours are not exceeded.

11. Variations to Business Hours

- 11.1 Business hours may be varied to meet operational and customer service requirements after reasonable notice and consultation with staff and relevant unions. In the event of any dispute the matter will be dealt with in accordance with clause 9, Grievance and Dispute Settling Procedures. The contract hours of employees shall not be altered as a result of any such variation in business

hours.

12 Disruption of Transport

- 12.1 Where an employee is delayed or prevented from attending the work place as a result of a transport strike or a major transport delay, the following conditions will apply:
- (a) The employee may commence or cease duty at any time. Time worked on such days will accumulate in the normal way.
 - (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 an additional flex day provided more than 406 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 406 hours in the settlement period coinciding with the transport disruption. However, the employee must ensure that more than 406 hours are accrued in the following settlement period.

13. Separation from the department

- 13.1 Where an employee gives notice of resignation, retirement or transfer to another government department, the supervisor and employee will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
- 13.2 Supervisors will facilitate the elimination of accumulated credit or debit hours by such employees.
- 13.3 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.

14. Part-time Employees

- 14.1 Where the operational requirements allow, the working of flexible working hours under this Agreement shall be extended to an employee working under a part-time work arrangement. Subject to subclause 14.3, all provisions of this Agreement shall apply to a part-time employee on a pro rata basis according to the number of hours or pattern of hours worked. Normally part-time employees are engaged for a fixed number of days on a seven hours or three and a half hours per day basis.
- 14.2 Contract hours – based on a standard seven hour day, contract hours for a part-time employee would be either 7, 14, 21 or 28 hours per week, or 84, 68, 252

or 336 hours per 12 week settlement period. Based on a three and a half hours day, contract hours for a part-time employee would be either 3.5, 7, 10.5, 14 or 17.5 hours per week, or 42, 84, 126, 168 or 210 hours per 12 week settlement period.

- 14.3 Maximum credit/debit carryover – the carry forward hours for part time employees will be accrued on a pro rata basis. Up to 14 hours debit may be carried over into the next settlement period.
- 14.4 Core Time – unless otherwise specified in the written agreement, core time for the days worked should be the same as for full time employees, ie 9.30 am to 3.00 pm or a floating period of any six continuous hours for ECE field based employees.
- 14.5 Bandwidth – the bandwidth for part-time employees is the same as the bandwidths contained in clauses 3.1, 3.2 and 3.3.
- 14.6 Flex time entitlements – part-time employees under this Agreement shall be entitled to take up to 6 flex days in any 12 week settlement period.

If a part-time employee's standard contract day is seven hours per day, a flex day for that part-time employee is equivalent to seven hours. In accordance with subclause 7.4 the employee may take up to six flex days in any settlement period as either full days or half days or combinations of either.

If a part-time employee's standard contract day is three and a half hours per day, a flex day for that part-time employee is equivalent to three and a half hours, and a half flex day is equivalent to one and three quarter hours. In accordance with subclause 7.4 the employee may take up to six flex days in any settlement period.

15 Temporary Assignment and Higher Duties Allowance

- 15.1 Flex days taken by an employee during a period when that employee has been receiving a temporary assignment or higher duties allowance (HDA) shall be paid at the higher duties allowance rate.
- 15.2 Managers should note that no relieving temporary assignment allowance or HDA is payable in situations where an employee is absent on five or more consecutive flex days.

16 Easter concession

- 16.1 Employees working flexible working hours under this Agreement may be granted, subject to operational requirements, an additional half day flex leave on the Thursday preceding the Good Friday public holiday.
- 16.2 Employees who wish to take the additional half day flex leave on the Thursday

preceding the Good Friday public holiday must work a minimum of three and a half hours on that day.

- 16.3 Employees may be granted the additional half day flex leave on another occasion within the applicable settlement period if they apply for the half day flex leave but are required to work on the afternoon of Easter Thursday.

17. Grievance and Dispute Resolution

Any issues of dispute or grievances regarding the implementation, operation or administration of the Agreement should be raised either at the local workplace level through established dispute resolution processes or be referred to the Joint Consultative Committee.

18. Travelling on Official Business

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.

Employees shall be compensated for travelling time outside the standard hours in accordance with the *Crown Employees (Public Service Conditions of Employment) Award 2009*.

19. Area, Incidence and Duration

This Agreement shall apply to employees as defined.

This Agreement shall take effect on and from 16 December 2019 and shall remain in force for three (3) years unless varied by consent or terminated.

Either party shall give the other party a minimum of three (3) months or a maximum of twelve (12) months' notice of any intention to terminate the Agreement.

SIGNED BY

Secretary
Department of Education

.....
(Signature) (Date)

In the presence of:

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

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

.....
(Signature) (Date)

In the presence of:

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

