

# UnderOneRoof

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## Housing NSW Call Centre Operator Agreement

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### Introduction

This Agreement sets out the working hours provisions which will apply to Client Service Officer (Call Centre Operators) and Senior Client Service Officer (Call Centre Supervisors) at the Call Centre of Housing NSW.

The Agreement has been designed to reflect the changing operating environment in which Housing NSW functions in relation to the provision of housing services to its clients. This operating environment involves the provision of a 7 day per week, 24 hours per day service requiring shift work arrangements for all Call Centre Operators and Supervisors.

This Agreement replaces the Flexible Working Hours provisions (clause 12) of Housing NSW Enterprise Instrument with regard to Call Centre Operators and Call Centre Supervisors. All other provisions of the Enterprise Instrument continue to apply to Call Centre Operators and Call Centre Supervisors, henceforth referred to in this Agreement as Operators, unless the clause specifically refers to Supervisors.

### Rostering Arrangements

1. Shift rosters shall be determined for a period of 28 calendar days in advance. This period shall be referred to as the roster cycle. Once fixed, shift rosters may only be varied with the approval of the Manager, Call Centre or delegate.
2. Shifts rosters shall be issued to all Operators at least 7 days prior to the commencement of such rosters. Each roster shall indicate the starting and finishing time of each shift.
3. Shift rosters shall be determined in consultation with Operators to take into account where possible their family, religious or community responsibilities. Once determined Operators will be expected to work specific hours for that roster. Any disputes will be referred to Manager, Call Centre for determination.
4. Operators shall be given a minimum of 48 hours notice of roster changes but may voluntarily agree to a change in roster in a shorter time frame.
5. A minimum of 2 Operators shall be on duty during each shift.

### Hours of Work

1. The ordinary hours of work for Operators shall be 140 hours per 4 week cycle, exclusive of mealtimes, between Sunday to Saturday inclusive.
2. The day shift shall commence at or after 6.00 am and before or at 10.00 am.

3. The afternoon shift shall commence at or after 2 pm and before or at 5.00 pm.
4. The night shift shall commence at or after 10.30 pm and before or at 01.00 am.
5. Day shift Operators may be required to work 2 shifts per 4 week cycle in place of 2 of their usual Monday to Friday day shifts on the following basis:
  - every second Saturday or every second Sunday with a day in lieu of this Saturday or Sunday during the week or
  - one weekend a month and have two days off during the week other than Monday or
  - afternoon shifts.
6. Operators may be required to work a minimum of 3 public holidays.
7. Operators may also be required to fill in on a shift outside their usual hours in cases where insufficient staff are available, subject to 2(iii) above. This is to be paid as overtime as per clause 10 of this agreement.
8. Supervisors shifts will be rostered and determined according to the operational needs of the Call Centre.
9. Operators shall not be required to work in excess of 5 hours without a meal break. During a meal break, employees are not on duty and are not required to answer telephone calls.
10. There shall not be less than 8 hours break between a rostered shift.
11. Following the working of 5 consecutive night shifts, an Operator will not be rostered for duty for a minimum of 48 hours.

## Meal and Rest Breaks

1. Operators must have a 38 minute (unpaid) meal break per shift.
2. In addition, Operators may take 2 separate 10 minute rest breaks per shift, provided that the discharge of public business is not affected. Before taking their break staff are required to check with a supervisor.

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## Rostered Day Off

In recognition of the fact that flexible working hours provisions do not apply and to ensure Operators have the opportunity to attend to personal matters on a day they might otherwise have been scheduled to work, all Operators shall receive one rostered day every 4 week cycle. Part-time operators will also be entitled to a RDO on a pro-rata basis.

The ordinary hours will be worked as a twenty-eight day four-week cycle with nineteen working days of eight hours which includes the 38 minute meal break. 22 minutes on each day worked will be accrued as an entitlement to take one day in each cycle as a day off paid for as though worked.

Where an Operator takes a day of paid leave during the roster cycle, this leave will count as 7 hours ordinary working time and will therefore not accrue time (22 minutes) towards the RDO. This time may be made up within the roster cycle or may be carried over as a debit. Alternatively, Operators may accrue a credit of hours (in lots of 22 minute units) to make up the hours for a RDO whilst on leave. A maximum credit or debit of 7 hours may be carried over from one roster cycle to the next.

An Operator, at termination of employment, who has not worked a complete four-week cycle, shall receive pro-rata accrued entitlement towards the RDO for each day worked.

Operators wishing to change the date of their rostered day off may do so by swapping their RDO with another Operator subject to approval from their supervisor.

RDOs shall be scheduled on days the Operator would normally have worked, except for Mondays which is a peak business period of the week. The scheduling will otherwise ensure RDOs are evenly distributed across all the days normally worked.

No RDOs will be allocated to staff on Public Holidays.

RDOs shall be paid at the rate of 7 ordinary hours inclusive of shift loadings that otherwise would have applied.

## Changing or Altering Shifts

1. Operators wishing to change shifts may only do so by agreement with the Manager, Call Centre or delegate.
2. Where changes to shift hours are required for short periods at a time e.g. to meet family or community responsibilities, Operators may exchange shifts with other Operators subject to approval from the Manager, Call Centre or delegate.
3. Where Operators exchange shifts, the shift loading payable to each will be the shift loading applicable to the shift they actually worked.

## Shift Loading

1. For all work performed during the ordinary hours of any shift, an Operator shall be paid ordinary rates plus the following additional shift loadings depending on the commencing times of the shift:
  - Commencing time at or after 6.00 am and before 10.00 am Nil
  - Commencing time at or after 10.00 am and before 1.00 pm 10%
  - Commencing time at or after 1.00 pm and before 4.00 pm 12.5%
  - Commencing time at or after 4.00 pm and before 4.00 am 15%
  - Commencing time at or after 4.00 am and before 6.00 am 10%
1. The above shift loadings shall only apply to shifts worked from Monday to Friday.
2. Weekends and Public Holidays - for the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
3. Saturday Shifts - Operators working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time plus an additional 50 %.
4. Sunday Shifts - Operators working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time plus an additional 75%.
5. Public Holidays - Operators working an ordinary rostered shift on a Public Holiday shall be paid at ordinary salary plus an additional 150%. Operators rostered off duty on a Public Holiday (ie. equivalent weekend) shall be paid one day's pay for that Public Holiday or have one day added to their annual holidays for each such day.
6. Night Shift - the nominated duty co-ordinator for the night shift shall be paid a Co-ordinator's allowance being the difference between their substantive salary and the minimum clerk grade 5 salary. This allowance will be paid in addition to normal pay and shift allowance for the shift worked.
7. All shift allowances are paid for the 7 ordinary hours per shift, excluding the 38 minute meal break and the 22 minutes accruing towards the RDO (see also clause 5 part viii).

## Sick Leave - Requirements for Medical Certificate

Operators may be required to furnish a medical certificate for any absence on a weekend or before and after a Public Holiday. A medical certificate may also be required on the day prior to or the day after a rostered day off. Sick leave will be managed according to Housing NSW procedures for the management of excess sick leave.

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## Annual Leave

1. Operators shall be entitled to annual leave at the rate of 4 weeks per year plus an additional payment on the following basis:

No of ordinary shifts worked on a Saturday, Sunday and/or a public holiday	Additional payment
Eight - Twelve	1/5th of one week's ordinary salary
Thirteen - Twenty	2/5ths of one week's ordinary salary
Twenty one - Thirty	3/5ths of one week's ordinary salary
Thirty one - Forty	4/5ths of one week's ordinary salary
Forty one or more	one week's ordinary salary

2. The calculation of the additional payment shall commence on 1 December each year and shall end on 30 November of the following year.
3. Where an Operator retires or employment is terminated by Housing NSW, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the Operator.
4. Payment shall be made at the rate applicable to the Operator as at 30 November of the current year or at the rate applicable at the date of retirement or termination.
5. Operators proceeding on recreational leave are eligible to receive the more favourable of:
  - the shift premiums and penalty rates, or any other allowance paid on a regular basis in lieu thereof, which they would have received had they not been on recreational leave; or
  - 17 ½% annual leave loading for the ordinary rate monetary value of 140 hours of annual leave accrued in a leave year.

## Overtime

Overtime shall be paid at the following rates:

Weekdays (Monday to Friday inclusive) --- at the rate of ordinary time and one half for the first 2 hours and at the rate of double ordinary time thereafter for all directed overtime worked outside the Operator's ordinary shift hours.

Saturday --- at the rate of ordinary time and one half for the first 2 hours and at the rate of double ordinary time thereafter for all directed overtime worked outside the Operator's ordinary shift hours.

Sunday --- at the rate of double ordinary time for all directed overtime worked outside the Operator's ordinary shift hours.

Public Holiday --- at the rate of double ordinary time and one half for all directed overtime worked outside the Operator's ordinary shift hours.

A Meal Allowance shall be paid by Housing NSW, where an Operator worked one and a half hours overtime or more after their ordinary hours of duty and incurred expenditure in obtaining a meal. In this case, the Operator will be entitled to at least 30 minutes of unpaid time before or during the working of overtime to take the meal. The meal allowance will be paid at the appropriate rate.

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## Standby Rosters

1. Housing NSW will maintain a roster of Operators on standby to fill in for other Operators who are not able to attend duty during their normal shift hours.
2. Participation by Operators on standby rosters will be voluntary.
3. No Operator will be required or permitted to work 2 straight shifts in a row (ie. 16 hours).
4. Standby rosters will be current for a period of 1 month at a time. No Operator shall remain on standby for more than 1 month at a time without a break of at least 1 week between one roster and the next.

For all Operators rostered on standby:

- Housing NSW will pay the travel costs in the event that operators are required to attend duty. Payment will be by way of Cabcharge dockets or payment for the use of their private motor vehicle at the official business rate as specified in item 6 of Table 1 - Reimbursement of Expenses, of Part B Monetary Rates, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- Housing NSW will pay an on call allowance for the entire period that an operator is on standby. The allowance payable will be the rate shown in Item 13 of Table 1 - Reimbursement of Expenses, of Part B Monetary Rates, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- Overtime rates shall be paid, or equivalent time off in lieu granted, for the entire period that an operator is required to attend duty to fill in for another operator who is not available to work their ordinary shift hours except where it is a voluntary swap. Overtime will also be paid on those occasions where additional Operators are required due to unforeseen circumstances and where it is in excess of their normal hours. Overtime shall be paid at the rates prescribed in Section 8 – Shift Work and Overtime of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- An Operator required to attend duty shall be paid a minimum payment of three (3) hours at their appropriate rate.

## Training and Development

1. Housing NSW shall, as far as practicable, ensure that any time spent at training courses will be in lieu of ordinary shift hours.
2. Any time spent at training courses will be paid at the ordinary rates plus any shift loadings the Operators would have been entitled to on their normal rostered shift and as prescribed in clause 7.
3. Where an Operator is required to attend training courses and the time spent at such training courses is additional to the Operator's ordinary hours of work as prescribed in clause 3, such additional time shall be paid at the overtime rates prescribed in clause 10.

## Car Parking

Free car parking shall be provided for those Operators who work during the afternoon and night shifts as well as all shifts on weekends and public holidays. Housing NSW will fund any Fringe Benefit Tax applicable.

## Grievance Resolution

Housing NSW recognises that the prompt, sensitive and appropriate resolution of all staff grievances and disputes is sound management practice.

Housing NSW has an established Grievance Handling and Dispute Resolution procedure to assist staff to resolve grievances as promptly, fairly and equitably as possible.

## Area, Incidence and Duration

This Agreement shall take effect on and from the date of signing and will have a nominal term

This Instrument is made at Sydney on .... of ....., 2009