

Insurance and Care NSW

Flexible Working Hours Agreement

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1. Statement of Intent

The parties to this Agreement will work cooperatively to ensure its the successful implementation.

The parties are committed to fostering flexible working arrangements under this Agreement for the benefit of employees and the achievement of icare's business objectives. The parties acknowledge that an appropriate balance between work and personal commitments will only occur if all employees and their people leaders understand and accept the intent of this Agreement.

Whilst a flexible and responsible approach will be adopted by people leader and their team members in relation to determining mutually agreeable working hours and working arrangements, the final decisions in these matters must be subject to icare's convenience, reasonableness and appropriate level of service being provided.

The operation of this Agreement is subject to icare's convenience. icare will grant employees flexibility provided no disruption to icare's business occurs and satisfactory service levels are maintained.

2. Objectives and Principles

This Flexible Working Hours Agreement (the Agreement) applies to all icare employees employed under the *Insurance and Care NSW Award 2017* (the *icare Award*). It is to be read in conjunction with Section 2 – Attendance/Hours of Work provisions of the *icare Award* and consistent with the following objectives and principles: -

1. To support operational excellence and provide flexibility for employees to ensure that there is an appropriate balance between work outcomes and personal commitments;
2. To put our customers at the centre of our consideration of flexible working arrangement;
3. To ensure a consistent understanding and approach by all parties and respect for the needs of the organisation and our co-workers.;
4. To take all reasonable steps to ensure that an employee does not accrue excess credit hours at the end of each settlement period;
5. To recognise that not all icare workers have equal access to flexible working arrangements;
6. Actual working hours and patterns of work will be determined based on organisational needs by the people leader in consultation with the employee;
7. To recognise that there are a range of circumstances, which will be the subject of discussion between the people leader and the employee, which may result in a people leader requiring an employee to work standard hours (7 hours per day) on each day from Monday to Friday;
8. To ensure that decisions regarding working hours and patterns of work consider and balance the following factors: -
 - (a) the operational needs of icare;
 - (b) the customer contact hours of icare;
 - (c) the availability of necessary and productive work within the business unit;
 - (d) the need to limit the working of overtime;
 - (e) personal commitments and needs of employees;
 - (f) work health and safety and equity issues; and

(g) The need to limit the accrual of excess flex time.

9. To ensure that no employee covered by this agreement will suffer any loss or reduction in their conditions of employment, not associated with flexible working hours, as a consequence of this agreement. This principle does not include the operation of Flexible Work Hours Agreements that have previously applied to icare employees and that this agreement replaces.

3. Coverage

Inclusion

This agreement applies to all on-going and temporary employees of icare employed pursuant to the *icare Award*.

Exclusion

This Agreement does not apply to any employee employed pursuant to section 16 of the *State Insurance and Care Governance Act 2015* (where employment conditions are determined through an individual Employment Agreement), or to casual employees, or contingent workers.

4. Definitions

The following definitions apply throughout this Agreement:

Accrued work time (AWT) is all time worked by employees within the bandwidth with the exception of paid overtime during a settlement period.

Bandwidth means the period during the working day when all employees may work, record and accrue credit for time worked as described in Clause 4 below.

Contract hours for a settlement period shall be calculated by multiplying the employee's weekly contract hours by the twelve weeks in a settlement period.

Core time is the period of time all employees of icare should be at work. It is defined at Clause 5 below.

Customer contact hours means the span of hours during which icare's offices are open to external and internal clients.

Employee means all persons referred to in the Inclusion clause of 3. Coverage above, who are working in either a full or a part-time capacity.

Field based role means a role which requires the staff member to have a frequent presence in the participant, or worker's home and/or in the local community to ensure there is timely and appropriate identification, assessment and monitoring of service provision for the participant, worker or employer. The nature of the work means they are required to conduct multiple visits at short intervals for the same participant, worker or groups of employers. This allows valuable observations and connections to be made and information to be gathered to assist with their case management or stakeholder engagement, which could not otherwise be effectively obtained from working in an office.

Flexible working hours credit means the time which exceeds the contract hours for a settlement period and is able to be accumulated and carried over into the next settlement period under this agreement.

Flexible working hours debit means the debit which arises when the actual hours worked in a settlement period, including approved leave taken during the settlement period and any carry over from the previous settlement period, are less than the contract hours for the period.

Flex leave is the term given to those periods of time that an employee may, subject to the approval of their people leader and the principles of this agreement, be absent from work during the settlement period.

icare Award is the *Insurance and Care NSW Award 2017* or any Award which succeeds this Award.

Minimum daily contract hours for full-time workers shall be calculated by dividing the employee's weekly contract hours by the number of working days in an ordinary working week (typically this will be 7 hours). The calculation for minimum daily contract hours does not change due to a public holiday falling within a working week.

For part time employees the minimum daily contract hours for each working day shall be taken from the part time agreement reached, on an individual basis, by the employee and their people leader.

Settlement period is twelve (12) consecutive weeks. The settlement periods for the purposes of recording attendance times and for flex leave shall coincide.

Standard hours are from 9.00 am to 5.00 pm, Monday to Friday, with a lunch break of one hour, or as agreed by the employee and their people leader for any 8 consecutive hours including an hour for lunch that is within the bandwidth.

Working remotely refers to work undertaken at a location away from icare's offices, which will usually be the employee's home, or other approved location but does not include the field work as countenanced for field based roles.

5. Operational Provisions – (not including field-based roles)

5.1 Bandwidth

The bandwidth is from 7.00 am to 7.00 pm, Monday to Friday.

Where business needs require (i.e. in areas where field work or frequent travel is required) the appropriate people leader may approve that the bandwidth be extended to between the hours of 6.00 am and 10.00 pm.

The employee and people leader must consider the Work Health and Safety implications of the increased spread of hours and situations where an employee might be in the workplace alone.

The purpose of core time is to enable service delivery and to maintain customer contact hours. Core time shall be between 10:00am and 3:00pm.

For the purposes of accrual, under the accumulation of time provisions of this Agreement, time will not be credited to an employee for attendance outside the bandwidth.

5.2 Daily hours worked

An employee and their people leader shall consider the needs of the customer and operational excellence when determining starting and finishing time. Any change to starting and finishing time will be by Agreement between the employee and their people leader.

All employees are entitled to work their minimum daily contract hours on any nominated normal working day. An employee cannot be directed to work less than the minimum daily contract hours on any nominated normal working day. Based on operational needs, a people leader may require an employee to work only their minimum daily contract hours.

An employee may, subject to the approval of their people leader, elect to work standard hours or minimum daily contract hours with fixed starting and finishing times.

A people leader may, at the request of an employee, and in accordance with the provisions of this Agreement, vary the employee's working hours at any time.

The maximum hours worked shall not exceed 10 hours on any one day.

An employee's attendance outside the hours of a standard day but within the bandwidth shall be subject to work requirements. Accrual of additional flex time must be through the performance of productive work and is subject to agreed business and operational needs.

Where the employee has received approval from their people leader to work remotely the time worked shall be considered as a standard day of 7 hours unless prior written approval to vary these hours is given by the people leader. This approval may extend to a period during which additional hours are required to be worked remotely.

Nothing in this Agreement shall prevent icare from requiring an employee to work standard hours or limit flexible working hours arrangements where:

- a) operational demands require it; or
- b) the employee requests to work standard hours and this request is agreed to by their people leader; or
- c) the Chief Human Resources Officer (CHRO) finds that the employee is not observing the terms of this agreement.

In the event that an employee and their people leader are unable to agree on any adjustment to standard hours or other times set out in this Agreement, the people leader may direct the employee to work to meet the needs of the business.

5.3 Lunch and meal breaks

An employee must take a meal break of at least 30 minutes after no more than 5 hours of continuous work.

The standard entitlement for a lunch break is 1 hour, which is taken between 11:30 am and 2:30 pm. This may be varied by agreement to a maximum of 2 hours and 30 minutes.

The scheduling and duration of lunch breaks are subject to the operational requirements of icare, the needs of the employee and require the approval of the employee's people leader.

5.4 Accumulation of work time within the settlement period

An employee may only accumulate AWT more than the minimum daily contract hours where business needs requires them to work the additional time. A people leader may instruct an employee to work only minimum contract hours when required work outcomes can be achieved within standard hours. Such an instruction is reasonable management action.

All approved time worked during the settlement period in accordance with this Agreement (except paid overtime) will count towards the employee's AWT.

An employee should have worked their contract hours as AWT at the conclusion of a settlement period.

Where AWT results in more than 10 hours' debit at the end of the settlement period, the employee will be required to use recreation leave to cover the shortfall in hours. If the employee has no accrued leave available, leave without pay (LWOP) may be used.

An employee is entitled to accumulate and carry forward up to and including an additional 42 hours more than their contract hours.

People leaders and employees will work together to ensure that employees do not work more than 42 credit hours in a settlement period.

Hours worked are to be monitored by the employee and their people leader over the 12-week period, through the use of flex time records as detailed in this agreement.

A maximum of 6 days of flex leave may be taken in any one settlement period. These days may be taken as half days or full days and not otherwise.

No more than six days can be taken in succession - even if these days are taken across settlement periods.

The banking of flex days is excluded by this agreement.

5.5 Monitoring of accrued work time

Hours worked are to be monitored by the employee and their people leader over 12-week period using flex time records.

Employees must ensure that a partially completed flex time record sheet is available for their people leader in each two-week segment of the 12-week settlement period to review in line with the pay cycle. The completed flex time record sheets should be submitted to the people leader for approval within 2 days of the end of each two-week period.

An employee should notify their people leader of excess credit hours where an employee has credit hours in excess of 28 credit hours at any point during the settlement period.

The employee and their people leader upon notification of excess credit hours shall devise a strategy, which shall be confirmed by exchange of email, to reduce the excess credit hours.

Methods to ensure the reduction of excess credit hours may include: -

- a) reducing the hours worked during the remainder of the settlement period; or
- b) the taking of flex leave (as either full days or half days – consistent with the limits in leave taking in this agreement) to prevent the accrual of hours at the end of the 12-week settlement period.

6. Operational Provisions – Field Based Roles

6.1 Field Based Roles

At the date of the making of this Agreement the field based roles covered by this clause are listed in Schedule 1. Should icare consider including other roles within these provisions this will be subject to consultation with the PSA and amendment will be made to the Schedule and shared between the parties.

6.2 Bandwidth

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

The bandwidth is from 6.00 am to 10.00 pm, Monday to Friday.

The employee and people leader must consider the Work Health and Safety implications in determining hours of work and in situations when employees might be working alone.

When directed to work outside the bandwidth the employee shall be entitled to overtime consistent with the provisions of the *icare Award*.

6.3 Daily hours worked

An employee and their people leader shall consider the needs of the customer and operational excellence when determining starting and finishing time. Any change to starting and finishing time will be by agreement between the employee and their people leader.

Field based employees are entitled to work their minimum daily contract hours on any nominated normal working day. An employee cannot be directed to work less than the minimum daily contract hours on any nominated normal working day. Based on the operational needs, a people leader may require employees in the team to work only their minimum daily contract hours.

A people leader may, at the request of an employee, and in accordance with the provisions of this agreement, vary the employee's working hours at any time.

The maximum hours worked shall not exceed 10 hours on any one day.

An employee's attendance outside the hours of a standard day but within the bandwidth shall be subject to work requirements.

6.4 Lunch and meal breaks

An employee must take a meal break of at least 30 minutes after no more than 5 hours of continuous work.

The scheduling and duration of lunch breaks of more than 60 minutes and outside of the period from 12.00 pm to 2.00 pm are subject to the operational requirements of icare, the needs of the employee and require the approval of the employee's people leader.

6.5 Accumulation of work time within the settlement period

An employee may only accumulate AWT in excess of the minimum daily contract hours where business needs requires them to work additional time. A people leader may instruct an employee to work only minimum contract hours when additional work is unavailable. Such instruction would be considered reasonable management action.

All approved time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the employee's AWT.

An employee should have worked their contract hours as AWT at the end of a settlement period.

Where AWT results in more than 10 hours' debit at the end of the settlement period, the employee will be required to use recreation leave to cover the shortfall in hours. If the employee has no accrued leave available, leave without pay (LWOP) may be used.

An employee is entitled to accumulate and carry forward up to and including an additional 42 hours more than their contract hours.

Hours worked are to be monitored by the employee and their people leader over the 12-week period, using flex time records as detailed in this agreement.

A maximum of 6 days of flex leave may be taken in any one settlement period. These days may be taken as half days or full days and not otherwise.

No more than six days can be taken in succession - even if these days are taken across settlement periods.

The banking of flex days is excluded by this agreement.

6.6 Monitoring of accrued work time

Hours worked are to be monitored by the employee and their people leader over 12-week period using flex time records.

Employees must ensure that a partially completed flex time record sheet is available for their people leader in each two-week segment of the 12-week settlement period to review in line with the pay cycle. The completed flex time record sheets should be submitted to the people leader for approval within 2 days of the end of each two-week period.

An employee should notify their people leader of excess credit hours where an employee has credit hours in excess of 28 credit hours at any point during the settlement period.

The employee and their people leader upon notification of excess credit hours shall devise a strategy, which shall be confirmed by exchange of email, to reduce the excess credit hours.

Methods to ensure the reduction of excess credit hours may include: -

- a) reducing the hours worked during the remainder of the settlement period; or
- b) the taking of flex leave (as either full days or half days – consistent with the limits in leave taking in this agreement) to prevent the accrual of hours at the end of the 12-week settlement period.

7. Scheduling flex leave

Subject to operational requirements and the approval by their people leader, an employee may vary working hours to suit their particular needs or absent themselves from work using flex leave.

The taking and scheduling of flexible work arrangements will be made in an equitable, transparent and fair manner that takes into account its impact all aspects of icare's operations, including the impact on the employee's co-workers.

The scheduling of flex leave must be approved by the people leader and flex leave should be scheduled at least five (5) working days in advance. A shorter period of notice of leave may be approved by the people leader in special and isolated circumstances.

When considering the flex leave entitlements of this agreement, employees and people leaders are to ensure that the *icare Award* requirements in respect to the taking of leave are observed.

Should an employee have an excess accrual of recreation leave of over 30 days, flex leave cannot be taken and the employee will be placed on standard hours so as to not accrue additional credit hours until the recreation leave balance is below 30 days.

If the application of flex leave is to combine the taking of flex leave with planned and approved recreation leave and will result in the recreation leave being less than 30 days, then flex leave may be taken.

8. Other Terms

8.1 Separation from icare

Where an employee gives notice of resignation or retirement, the employee will, with approval of their people leader, take all reasonable steps to eliminate any accumulated credit or debit of hours, during the termination notice period.

People leaders will, provided that there is no negative impact on icare's operations, facilitate the elimination of accumulated credit or debit hours by such employees so there is a zero flex balance on the last day with icare.

Any residual credit hours will not be paid out upon separation from icare.

8.2 Transitional Arrangements

At the time of implementation, current flex leave balances will be recorded separately and known as the transitional flex leave balance.

This transitional flex leave balance will be made up of any remaining banked leave (allowed for in the terminated agreements) or any additional flex leave properly accrued prior to this agreement taking effect.

Employees, with the approval of their people leader, will be able to access this transitional balance of flex leave until the balance is reduced to nil.

Employees will have 36 weeks (three (3) settlement periods) to use this transitional flex leave.

8.3 Agreement Terms

8.3.3 Duration

This agreement will commence on and from 1 January 2020 and shall remain in force for a period of two (2) years or until varied or rescinded by agreement between the parties.

Twelve (12) months prior and no later than six (6) months prior to the end of the nominal term, the parties will review the operations of the Agreement in relation to its suitability to continue, to be amended or to be terminated

8.3.2 Termination provisions

Following machinery of government changes, which can cause administrative and industrial complexity, this Agreement may be replaced with three (3) months' notice in consultation with employees and the Public Service Association.

Either party may terminate this Agreement on providing three (3) months' notice to the other party and revert to the flexible working hours provisions contained in the icare *Award* at the end of the notice period.

9. Endorsement

This **AGREEMENT** was made on the _____ day of December 2019

BETWEEN Insurance and Care NSW (icare) and the Public Service Association and the Professional Officers Association Amalgamated Union of NSW (PSA).

Signed by the Chief Executive Officer,
Insurance and Care NSW:

Signature of witness

Signature of the Chief Executive Officer
on behalf of ICNSW

Name of witness

Date

Signed by the General Secretary
Public Service Association of NSW:

Signature of witness

Signature of the General Secretary

Name of witness

Date

Schedule 1

Role Title	Business Line	Function
Rehabilitation Case Manager	Care Services	Care and Community
Community Living Facilitator	Care Services	Care and Community
Home Modifications Manager	Specialist Care	Care and Community
Senior Home Modifications Officer	Specialist Care	Care and Community
Senior Home Modification Advisor	Specialist Care	Care and Community
Client Service Leader – Lung Screen	Specialist Care	Care and Community