

# **NSW Department of Planning and Environment Flexible Working Hours Agreement 2016**

## **1. Title of the Agreement**

This Agreement shall be known as the NSW Department of Planning and Environment Flexible Working Hours Agreement 2016.

## **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 fulltime employees 19. Pro-rata flex leave accumulations and carry over for part-time employees 20. Transfers 21. Breaches of flexible working hours arrangements 22. Termination of service 23. Grievance Management

## **3. Definitions**

"The Department" means the NSW Department of Planning and Environment.

"Employees" means all employees employed under the Government Sector Employment Act 2013 with the exception of those employed under Part 4, Division 4 - Public Service Senior Executives.

"Part-time employee" means any employee 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 employee 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) Reviewed 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 NSW Department of Planning and Environment

(iii) The Industrial Relations Secretary

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) Reviewed Award 2009, with the approval of the Industrial Relations Secretary, between the NSW Department of Planning and Environment 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 2016.

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

## **6. Ordinary Hours**

For employees employed under the Government Sector Employment Act 2013 the ordinary working hours for:

(i) Full-time employees are 7 hours per day, 35 hours per week (140 hours per 4 week settlement period).

(ii) Part-time employees will be set out in their part-time arrangements. (These arrangements are agreed to and documented.)

Employees 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 an employee 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 employee for a settlement period shall be 140 hours. Contract hours for part-time employees 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 employees 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 employee 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 employees concerned. Employees 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 employee 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) An employee 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 employee in any calculation of accumulated credit hours.

(v) An employee who, for personal or family circumstances wishes to work outside the bandwidth or core time stated in Clause 11 on either a temporary or ongoing arrangement shall apply to the appropriate executive director or director, in writing, for approval. Such arrangements made at the employee's request, will not attract any additional penalty rate payment.

## **11. Core Time**

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

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

Whilst employees need to attend the workplace only between 9:30 am and 3:30 pm, managers/ supervisors and employees may negotiate a roster system to ensure equitable management of adequate employee 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 employees.

In recognising that employees 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 employee.

## **12. Varying Hours of Duties**

Where an employee as a result of their care responsibilities, or urgent personal reasons is unable to observe the general hours operating in the Department, the employee 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 an employee;
- (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 an employee as a result of an agreement to vary the hours;
- (vi) a lunch break of one hour is available to an employee, unless an employee 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 employees to plan work. Tools such as a Performance Management System help with the planning of work. Managers and supervisors in consultation with employees, 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 employee/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 employee and the plan jointly revised.

(iii) All significant variations to the agreed estimated time to satisfactorily undertake prescribed duties shall be agreed between the employee 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 an employee 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 an employee to have a credit balance when taking flex leave.

(iv) An employee 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) An employee 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) An employee 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 employees to work long hours thus accruing significant extra flex credits. In order to achieve some compensation for employees 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 employee and manager or supervisor in order for the employee to bank a flex day.

(ii) Where workload demands have prevented an employee from taking flex leave (as provided for in Clause 15 (ii)) an employee 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) An employee does not have to be in credit to bank flex leave. When banking a full day flex leave an employee must not be more than three hours in debit. When banking a half day flex an employee 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) above.

(v) Up to two (2) flex days may be accrued and banked per settlement period. Subject to clause (ii) above.

(vi) An employee 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 employee's recreation balance is less than forty (40) days.

(vii) Banked flex leave can be taken in conjunction with other forms of approved paid leave.

(viii) In addition to the entitlements under Clause 17(a) (3) of the Award, any banked flex leave may be taken during transport disruptions or other emergencies.

## **17. Meal Breaks**

(i) An employee 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) An employee 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 Employees**

(i) An employee 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 an employee'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 an employee'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 employee already has thirty five (35) hour banked any additional hours will be forfeited.

(iv) The Department shall make every effort to ensure that an employee 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 Employees**

(i) An employee 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: An employee 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  $(10/35 \times 28) = 8$ .

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

Example: An employee who works twenty-one (21) hours per week - their contract hours will be eightyfour (84) hours per settlement period i.e. actual hours worked x 4  $(21 \times 4) = 84$ .

(iii) An employee 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) An employee 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 employee 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 (2) days during a settlement period with the approval of their manager. The flex leave to cover the flex absence/s is the actual time absent from work.

Example: An employee 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**

An employee of the Department who transfers to another Department may transfer only ten (10) accumulated credit hours, if an employee 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 an employee to work standard hours where it is proven the employee 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 Employment**

(i) The Department shall ensure as far as practicable, that an employee 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 employment with the Department through resignation or retirement.

(ii) The Department shall debit an employee's accumulated recreation leave or extended leave (minimum of a quarter day), or monies owing, against debit hours accumulated by an employee at the completion of the last day of employment with the Department.

## **23. Grievance Management of the Flexible Working Agreement**

Employees 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.