



Premier
& Cabinet

Flexible Working Hours Agreement

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1 Introduction

- 1.1 This Agreement ("the Agreement") is to be read in conjunction with the *Crown Employees (Public Service Conditions of Employment) Award 2009* ("the Award"). The Agreement is made between the Public Service Association of NSW (PSA) and the Department of Premier and Cabinet (DPC) in accordance with the provisions of clause 10 *Local Arrangements* of the Award.

2 Principles

- 2.1 Agreement will apply to all DPC staff members, as defined in the "Definitions" of this Agreement and will operate in conjunction with the following principles:
- 2.1.1 The purpose of the Agreement is to modify Clause 21 *Flexible Working Hours* of the Award as it applies to the Department.
 - 2.1.2 The introduction of this agreement is intended to improve the DPC's organisational performance and increase flexibility for all staff members to ensure that there is an appropriate balance between work and personal commitments.
 - 2.1.3 The PSA, staff and management recognise that this will occur if all parties understand and accept the spirit of the Agreement, as well as its operation, and respect the needs of the organisation, co-workers, and individual staff members.
 - 2.1.4 That customer service will be maintained or improved.
 - 2.1.5 That the staff members and DPC shall take all reasonable steps to ensure that a staff member does not constantly accrue excess credit hours at the conclusion of settlement periods.
 - 2.1.6 That it be recognised by all parties to the agreement that all staff members may not have equal access to extended flexible work arrangements due to the operational requirements of the DPC and that managers will maximise access to flexible working arrangements.
 - 2.1.7 Actual working hours and patterns of work will be determined by mutual agreement between a staff member and their supervisor.
 - 2.1.8 Decisions regarding working hours and patterns of work will be made by taking into account the following factors:
 - (a) the operational requirements of the DPC;
 - (b) the customer contact hours of the DPC;
 - (c) seasonal peaks of work within the DPC;
 - (d) the availability of necessary and productive work within the work unit;
 - (e) the need to limit the working of overtime;
 - (f) personal commitments and needs of staff members;

- (g) OH&S and equity issues; and
- (h) any other factors as may be agreed, from time to time, by the parties.

2.1.9 The taking and scheduling of flexible work arrangements shall be made in an equitable, transparent and fair manner that takes into account the impact on co-workers.

2.1.10 Other flexible work practices (eg working from home policies) may be considered in conjunction with this Agreement.

3 Definitions

- 3.1 **Accrued Work Time or (AWT)** is all time worked by DPC staff members within the bandwidth with the exception of paid overtime during a settlement period.
- 3.2 **Award** is the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor.
- 3.3 **Banked Time** is the term given to those Flexible Working Hours Credit hours/days nominated by an employee to be banked at the end of a settlement period.
- 3.4 **Contract Hours** for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- 3.5 **Core Time** is the period during the day when an employee may be required to be on duty.
- 3.6 **Customer Contact Hours** means the span of hours during which the DPC's offices are open to external and internal clients.
- 3.7 **Flexible Working Hours Credit** means the time which exceeds the contract hours for a settlement period and is able to be accumulated under the Agreement or carried over into the next settlement period.
- 3.8 **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.
- 3.9 **Flex leave** is the term given to those periods of time that staff members may, subject to the approval of the staff member's supervisor and the principles of the Agreement, absent themselves from work.
- 3.10 **Flex Year** – Commences from 1 July each year and expires on 30 June the following year.
- 3.11 **Minimum Daily Contract Hours** for full-time workers means 7 hours of work, excluding any meal breaks.

- 3.12 **Settlement period** is 6 consecutive weeks. The settlement periods for the purposes of time recording and for flex leave shall coincide.
- 3.13 **Staff member** means all persons, who are permanently or temporarily employed by the DPC, in either a full or a part-time capacity, under the provisions of the *Public Sector Employment and Management Act 2002* with the exception of the Chief Executive Service and the Senior Executive Service, Ministerial staff, drivers and Senior Officers of the Department who are covered by clause 21 *Flexible Working Hours* of the Award.
- 3.14 **Flex arrangements for Certain Senior Officers** means Senior Officers who, at the time of the making of this Agreement were covered by flexi time Agreements negotiated under clause 10 *Local Arrangements* of the Award by the former Cabinet Office, or the former Department of Local Government or former Ministry for Police clause 13 of this Agreement applies.
- 3.15 **Standard Hours** are from 8.30 am to 4.30 pm, Monday to Friday, with a lunch break of one hour or any 8 consecutive hours within bandwidth with an hour for lunch as agreed by the staff member and their supervisor.

4 Bandwidth

- 4.1 **Bandwidth** is the period during the working day when all staff members may work, record and accrue credit for time worked.
- 4.2 The bandwidth is from 7.00 am to 7.00 pm, Monday to Friday.
- 4.3 If staff members and their manager(s) mutually agree, management may approve that the bandwidth be varied to between the hours of 6.30 am and 7.30 pm. The earliest commencement of a bandwidth is 6.30 am and latest cessation is 7.30 pm. This time will be counted as credit to AWT, provided mutual agreement is reached.
- 4.4 For the purposes of accrual under clause 7, time will not be credited to staff members for attendance outside the bandwidth.

5 Daily hours worked

- 5.1 The standard core time is 9.30am to 3.30pm.
- 5.2 The standard core time may only be varied at the request of an individual employee and with the agreement of the employee's supervisor.
- 5.3 In exceptional circumstances employees may commence work after the standard core time, provided that they notify their supervisor.
- 5.4 All staff members are entitled to work their Minimum Daily Contract Hours on any nominated normal working day. A staff member cannot be directed to work less than the Minimum Daily Contract Hours on any nominated normal working day. However, depending on the operational requirements of the unit, a supervisor may require staff members to work their Minimum Daily Contract Hours.
- 5.5 A staff member may, subject to the approval of their supervisor, elect to work Standard Hours or Minimum Daily Contract Hours with fixed starting and finishing times.
- 5.6 A staff member may vary their working hours at any time, subject to the approval of the supervisor and in accordance with the provisions of the Agreement.
- 5.7 The maximum hours worked each day shall not exceed 10 hours on any one day.
- 5.8 Nothing in the Agreement shall prevent the DPC from requiring a staff member to work standard hours or limit flexible working hours arrangements where:
 - 5.8.1 operational demands so require and the staff member agrees; or
 - 5.8.2 the Director-General finds, in accordance with Part 2.7 Management of Conduct and Performance, *Public Sector Employment and Management Act* 2002 that the staff member is not observing the terms of the Agreement.

6 Lunch and meal breaks

- 6.1 A staff member must take a meal break of at least 30 minutes after no more than 5 hours of continuous work.
- 6.2 The standard entitlement for a lunch break is 1 hour, and with the approval of a staff member's supervisor may be extended up to 2.5 hours and shall be taken between the hours of 11.30 am and 2.30 pm.
- 6.3 The scheduling and duration of lunch breaks are subject to the operational requirements of the work unit, the needs of the staff member and the approval of the staff member's supervisor.

7 Accrual of work time within the settlement period

- 7.1 A staff member may only accumulate AWT in excess of the Minimum Daily Contract Hours where a supervisor is satisfied that work is available.
- 7.2 All time worked during the settlement period in accordance with the Agreement (except paid overtime) will count towards the staff member's AWT.
- 7.3 A staff member should have a minimum AWT of at least 200 hours at the conclusion of a settlement period. The minimum of 200 hours includes all credited AWT and all approved leave.
- 7.4 Where AWT is less than 200 hours at the end of the settlement period, the staff member will be required to utilise recreation leave to cover the shortfall in hours. If the staff member has no leave available, leave without pay (LWOP) will apply for the amount below 200 hours and the LWOP is credited to the AWT total.
- 7.5 A staff member is entitled to accumulate and carry forward up to and including an additional 21 hours in excess of the 210 hours to a maximum of 231 hours of AWT in any one settlement period. Except where prior approval is given in accordance with clause 7.8, any additional hours accrued will be forfeited at the end of the settlement period.
- 7.6 Supervisors and staff members will work together to ensure that staff members do not accrue more than 231 hours in a settlement period.
- 7.7 Hours worked are to be monitored by the staff member and supervisor over a six week period, through the use of flexitime records as set out in Clause 8 of this agreement.
- 7.8 Where exceptional circumstances arise and it appears that the staff member will be required to accrue more than 231 hours in a settlement period, this must be raised with the supervisor by the staff member in writing and prior approval to accrue more than 231 hours must be given by the supervisor in writing. The Supervisor's Manager is to be informed to ensure the hour reduction strategy at clause 7.9 is implemented.
- 7.9 Once the additional accrual of work is approved:
 - 7.9.1 The supervisor and staff member shall devise a strategy in writing to ensure that the staff member is able to take the approved hours in excess of 231 hours that have been worked as flex leave.
 - 7.9.2 Strategies to reduce this credit may include the banking of hours in accordance with section 8 below; granting of additional full days, consecutive days, half days, or any combination of days and half days and shall ensure that hours are not forfeited.
 - 7.9.3 The identified strategy must be reported to and authorised by the Supervisor's Manager.

8 Flex and Banked time entitlements

- 8.1 All employees are entitled to take up to three (3) flex leave days in any settlement period. This time may be taken together with other forms of leave including banked time. The issue of when flex leave is taken should be agreed between the staff member and the supervisor to ensure customer service is maintained. The three (3) flex leave 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 flex leave.
- 8.2 Due to operational requirements, it may not be convenient for staff members to take flex leave at certain times. In such cases managers should ensure that staff members are able to take banked and/or untaken flex leave days consistent with the rules outlined in Clause 8.3 hereunder.
- 8.3 An employee may bank flex leave days each settlement period on the following basis:
- 8.3.1 where the employee takes three flex leave days the possible bank is zero;
 - 8.3.2 where the employee takes two flex leave days the possible bank is one day;
 - 8.3.3 where the employee takes one flex leave day the possible bank is two days;
 - 8.3.4 where the employee takes no flex leave days the possible bank is three days;
- 8.5 The maximum number of days that may be held as banked time shall not exceed 9 days.
- 8.6 The maximum number of banked and flex leave days that can be taken consecutively is 10 working days subject to the following arrangements.
- 8.6.1 Where the staff member's recreation leave balance is less than 30 days the total number of banked days and flex leave days that may be taken is a maximum of 10 working days;
 - 8.6.2 Where the staff member's recreation leave balance is between 30 and 40 days the total number of banked days and flex leave days that may be taken is 5 working days;
 - 8.6.3 Where the staff member's recreation leave balance is 40 days or more no banked days or flex leave days may be taken in accordance with clause 10 of the Award.
- 8.10 **Forfeiture of Banked Days** — staff members are permitted to maintain their banked days throughout the Flex Year (1 July to 30 June) but may only carry forward three (3) banked days into the new Flex Year. As at 30 June each year, all banked days that have not been carried forward will be forfeited.

9 Monitoring of accrued work time

- 9.1 Hours worked are to be monitored by the staff member and supervisor over a six week period, through the use of flex time records. Supervisors and staff members must ensure that staff members do not regularly work in excess of 231 hours in a settlement period.
- 9.2 Staff members must complete a flex sheet for each 2 weeks of the settlement period. That is a partial flex sheet for the completed portion of the settlement period at 2 weeks and 4 weeks and then a full flex sheet for the 6 week settlement period no later than 2 weeks following the conclusion of a settlement period.
- 9.3 Upon notification the supervisor and staff member shall devise a strategy in writing to reduce the excess credit hours.
- 9.4 Methods to ensure the reduction of excess credit hours may include reducing the hours worked during the remainder of the settlement period or the taking of flex leave to prevent the accrual of hours at the end of the 6 week settlement period.
- 9.5 Where a staff member has credit hours in excess of 10 by the end of the first 2 week period of the settlement period or credit hours in excess of 15 hours by the end of the 4th week in a settlement period, the staff member must notify their supervisor.

10 Scheduling flex leave

- 10.1 The taking and scheduling of flexible work arrangements will be made in an equitable, transparent and fair manner that takes into account its impact on co-workers.
- 10.2 The scheduling of flex leave and banked time is to be negotiated between the staff member and their supervisor.
 - 10.2.1. Subject to the operational requirements of the given unit, a staff member may vary working hours to suit their particular needs or absent themselves from work using flex leave or banked time.
 - 10.2.2. The maximum flex leave able to be accessed by a staff member is 3 flex days per settlement period.
 - 10.2.3. Subject to the operational requirements of their work unit, a staff member may schedule their approved flex leave as consecutive single days, single days or half days, up to the maximum of 3 flex days in a given settlement period.

10.2.4. Where exceptional circumstances have arisen and a staff member has accrued additional hours in accordance with clause 7.8 of this agreement and requests to take a flex leave release of more than 3 consecutive days, approval may only be given if the staff member has complied with the requirements of clause 77 *Recreation Leave* of the Award.

10.2.5. This time may be taken together with other forms of leave.

11 Overtime

11.1 The provisions of the Award will apply.

11.2 The application of overtime under the Agreement will be as follows:

11.2.1 Overtime will apply where a staff member is directed to work outside the agreed bandwidth or directed to undertake work between 7.00 am and 7.30 am and/or after 6.00 pm.

11.2.2 Overtime is to be paid or taken as time in lieu, as nominated by the staff member in accordance with clause 96, *Payment for Overtime or Leave in Lieu* the Award.

11.2.3 Overtime may only be worked following mutual agreement between the staff member and a supervisor, with the written approval of the relevant delegated manager.

12 Natural emergencies and major transport disruption

12.1 A staff member prevented from attending at a normal work location by natural emergency or by a major transport disruption may:

12.2.1. Apply to vary the working hours as provided in Clause 16. *Variation of Hours* of the Award or its successor, and/or

12.2.2. Negotiate an alternative working location with the Department; and/or

12.2.3. Take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay according to the provisions of the Award to cover the period concerned.

13 Grandfather arrangements for certain senior officers

13.1 Senior Officers who, at the time of the making of this Agreement are covered by flexible working hours arrangements in the former Cabinet Office, or the former Department of Local Government or the former Ministry for Police,

shall be covered by the provisions of this Agreement until appointed to another position.

- 13.2 Where a Senior Officer who is covered by Clause 13.1 above is appointed to another position in DPC which has access to flexible working hours arrangements as defined in 13.1 above, the Senior Officer may request the continuation of the grandfathering arrangement at the time of interview with the selection panel. Where this request is made and the Senior Officer can demonstrate their entitlement this request shall be granted.
- 13.3 Senior Officers will no longer have an entitlement under clause 13.1 if they fail to request continued coverage at the time of interview, or, are appointed to a position not covered by this Agreement.
- 13.4 Once a position is filled by a Senior Officer who was not employed at the time of the making of this Agreement, in the former Cabinet Office, or the former Department of Local Government, any entitlement under this clause of the Agreement shall cease for that position.

14 Separation from the Department

- 14.1 Where a staff member gives notice of resignation, retirement or transfer to another government department, the supervisor and the staff member will, during the period of notice take all necessary steps to eliminate any accumulated credit or debit of hours.
- 14.2 On resignation **or separation** from the Department, the notice period may be increased by the number of banked days held by the staff member to ensure banked time is reduced by the last day of duty.
- 14.3 Supervisors will facilitate the elimination of accumulated credit or debit hours by such staff members.
- 14.4 Where a staff member has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or monies owing to that staff member will be adjusted accordingly.
- 14.5 Every effort must be made to reduce credit hours as there will be no payment for any residual credit hours on the last day of duty.
- 14.6 Where it is requested by the staff member and agreed by the new agency, the staff member's credit hours may be carried forward to the new agency.

15 Part-time staff

- 15.1 All part-time staff members, including those in job-sharing arrangements, have the same rights to flexible working hours arrangements as full-time staff members. Flexible working hours credit and debit limits and the periods of flex leave permitted, will be the same as for full-time staff member.
- 15.2 Part-time staff members may not be directed to work more than their pro-rata contract hours.
- 15.3 All other provisions of this Agreement apply to part-time staff members.

16 Monitoring and varying the agreement

- 16.1 In accordance with the objectives of the Award, the parties shall co-operate in the monitoring and operation of this Agreement.
- 16.2 The flexible work arrangements as detailed in this Agreement are to be trialled on a pilot basis for a period of 12 months following the signing of the Agreement.
- 16.3 At the conclusion of the trial period the Joint Consultative Committee will meet to review the outcome of the trial period and take action to address any problems.
- 16.4 Statistics on working hours are to be provided to both management and the Joint Consultative Committee in accordance with the specifications agreed to by the parties.
- 16.5 The parties may agree to further changes to the Agreement during its term.

17 Disputes concerning the agreement

- 17.1 Any disputes concerning the Agreement will be dealt with in accordance with Clause 9 *Grievance and Dispute Settling Procedures* of the Award, or the relevant provision in any successor Award.
- 17.2 In accordance with the principles of the Agreement, a staff member may seek and rely upon the advice, assistance and/or representation of the PSA at any stage.

18 Savings of rights

- 18.1 In applying this provision, it is the intent of the parties that staff members continue to be entitled to the net benefit of any changes made to the Award or its successor, where changes set a mandatory new standard across the NSW Public Service in relation to hours of duty arrangements.

19 Exit provisions

- 19.1 This Agreement will operate for a period of three (3) years and then will require review by all parties as to its suitability to continue, to be amended or, to be terminated.
- 19.2 The parties agree to enter into negotiations for the continuation, amendment or, termination of the Agreement by no later than six (6) months from the nominal expiry of the Agreement
- 19.3 Any party may seek to terminate the Agreement by providing twelve (12) months written notice to the other party in accordance with clause 10 of the Award.
- 19.4 In the absence of an agreement between the parties for a Local Arrangement for Flexible Working Hours the prevailing provision contained within the Award or its successor will apply.

20 Endorsements

This **AGREEMENT** was made on the XXXX day of July, 2010 **BETWEEN** the Public Service Association of NSW and the Director General, NSW Department of Premier and Cabinet.

SIGNED BY

General Secretary)
Public Service Association of NSW)
in the presence of:)

.....
(Witness)

SIGNED BY

Director General)
Department Premier and Cabinet)
in the presence of:)

.....
(Witness)