

CO-LATERAL FLEXIBLE WORKING HOURS AGREEMENT

1. Introduction

This agreement is made pursuant to Clause 10 of the Crown Employees (Public Service Conditions of Employment) Award 2002.

2. Parties to the agreement

Public Service Association (PSA)
NSW Ombudsman's Office
Director-General, Premiers Department

3. Intentions

The parties agree to the introduction of a more flexible approach to hours of work at the NSW Ombudsman's Office.

The new flexible working hours scheme ('the new scheme') aims to improve organisational performance and flexibility for all staff. Achievement of these objectives will ensure that there is an appropriate balance between work and personal commitments. The parties recognise that this will occur if all staff and their supervisors understand and accept the spirit of the new scheme, as well as its operation, and respect the needs of the organisation and the individual staff members.

Decisions regarding working hours and patterns of work will be made by taking into account the following factors:

- (a) the business hours of the NSW Ombudsman's Office viz 9am to 5pm
- (b) the need for an appropriate level of service to be provided and maintained based on
 - the requirements of the particular work unit
 - the organisational requirements of the NSW Ombudsman's Office
- (c) personal commitments and needs of the staff members.

4. Ordinary hours

Ordinary hours of work will be 35 hours per week between Monday and Friday.

5. Bandwidth

Bandwidth is the period during the day when a member of staff may record time worked.

The bandwidth is 7.30am to 6.30pm Monday to Friday. During that time normal work can be undertaken provided that work is available and at the convenience of the NSW Ombudsman's Office.

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Policy originally created:	1998
Last reviewed / updated:	1 January 2004
Version number:	1
Related policies:	N/A

If a staff member is directed to work outside the bandwidth or on a Saturday, Sunday or Public Holiday, overtime rates will be payable in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2002.

6. Coretime

Coretime is the period of the day when all staff are required to be on duty, unless on authorised leave.

Coretime is 10.00am to 3.00pm.

A member of staff is entitled to take a lunch break between the hours of 11.30am and 2.30pm. The minimum break is 30 minutes and the maximum break is 2½ hours. Prior approval of the supervisor is required for any lunch break in excess of 1 hour.

Time taken for lunch does not count towards work time or the accrual of flex time.

Where a member of staff consistently commences duty after the commencement of coretime, including resumption after the luncheon period, and provides no reasonable excuse, the staff member must apply for the appropriate period of leave to cover the absence and may also be required by the Ombudsman to revert to standard hours.

7. Contract hours

The contract hours shall be seven hours per day, Monday to Friday, 35 hours per week and 140 hours per settlement period.

8. Standard hours

Standard hours are 9.00am to 5.00pm with a lunch break of 1 hour from 1.00pm to 2.00pm.

For the purpose of taking leave for part of a day, the amount of leave to be applied for is to be ¼, ½, or ¾ day. The division of a standard hours working day into ¼ day components is as follows:

9.00am	–	10.45am
10.45am	–	12.30pm
12.30pm	–	3.15pm
3.15pm	–	5.00pm

9. Maximum hours to be worked

A standard working day is 7 hours. A staff member's attendance at work outside the hours of a standard day is subject to the availability of work. All managers and supervisors are responsible for ensuring that members of staff only work more than 7 hours on any one day when necessary. Overtime can be worked in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2002.

10. Settlement period or flex period

A settlement period is four weeks.

The first four week period under this Agreement will commence from the first flex period after the date of signing this agreement.

A staff member is entitled to carry forward a maximum credit of 20 hours from one settlement period to the next. This maximum amount does not include Accrued Flex Days (see item 12).

Where a staff member's accumulation of credit hours exceeds 20 hours, the supervisor and employee shall develop a strategy to ensure that the staff member does not forfeit the hours. These strategies could include the assessment of the staff members workload, priorities and working hours. Managers, supervisors and employees shall make every effort to ensure that excess flex hours are not accumulated.

The maximum debit balance to be carried forward from one settlement period to the next shall be 10 hours. Staff will be required to take recreation leave, or leave without pay if recreation leave is unavailable, to cover the debit in ¼ day periods.

11. Flex days

All staff are entitled to take up to two flex days in any settlement period. The issue of when flex days are taken should be subject to the supervisor/ manager's approval.

The two flex days may be taken as either full days, half days or combinations thereof.

12. Accrued flex days

Flex days accrued in any settlement period may be taken at a later date. A flex day so accrued shall be known as an Accrued Flex Day.

If a member of staff has taken two flex days in the same settlement period there is no entitlement to accrue an Accrued Flex Day in that settlement period.

A member of staff may accrue up to 13 flex days over the 13 settlement periods in each year, commencing from the date of signing this agreement.

Management and staff shall make every effort to ensure that Accrued Flex Days are taken within the calendar year in which they are accrued.

If any Accrued Flex Days are not utilised in the calendar year in which they are accrued, the remaining Accrued Flex Days will be forfeited, unless there are exceptional or unexpected circumstances, and approval is obtained.

Accrued Flex Days may be taken together with other types of leave including flex days and/or taken consecutively as one period of leave, at the NSW Ombudsman's Office's convenience.

Up to five Accrued Flex Days may be taken consecutively.

Management may grant a member of staff more than five consecutive Accrued Flex Days in exceptional or unexpected circumstances.

Under clause 81(b) of the Crown Employees (Public Service Conditions of Employment) Award 2002, all members of staff must take at least two consecutive weeks of recreation leave every 12 months, except by agreement with the Ombudsman in special circumstances. Accrued Flex Days may be combined with, and taken in addition to, two consecutive weeks recreation leave under that clause. Accrued Flex Days may not be used to reduce the required taking of recreation leave to less than two consecutive weeks.

13. Review of operation of flexible working hours

The parties agree that the new scheme is to be implemented equitably and that the Joint Consultative Committee will review its operation six months prior to the fixed date with particular reference to:

- bandwidth and core time hours
- level of flex leave accrued across the NSW Ombudsman's Office
- instances of staff accumulating more than 20 hours and strategies implemented
- flex days refused

- time recorded vis a vis actual time worked, and
- breaches of flextime conditions.

If the Agreement continues beyond the fixed date, there will be a review of the operations of the agreement at least annually.

14. Area, Incidence And Duration

This Agreement :

- (i) will apply to all NSW Ombudsman officers performing duty under a system of flexible working hours;
- (ii) will have effect for a fixed term of two (2) years from date of signature of this agreement by the parties. Subject to any review conducted pursuant to Clause 13 and subject to (iii) below, this agreement may continue in operation after the fixed term.
- (iii) may be terminated after the fixed term by either the NSW Ombudsman or the Public Service Association upon three (3) month's formal written notice. Such formal written advice to terminate can only be affected after consultation by the parties through the Joint Consultative Committee. Such consultation will include:
 - reasons for termination
 - proposed replacement agreement
 - issues arising from any review of operation of the Flexible Working Hours Agreement
 - current conditions provided in the Crown Employees (Public Service Conditions of Employment) Award 2002.

SIGNED

Bruce Barbour, Ombudsman
NSW Ombudsman's Office

Witness

General Secretary
Public Service Association

Witness

Assistant Director General
Public Employment Office

Witness