

FLEXIBLE WORKING HOURS AGREEMENT 2022

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1. Introduction

- 1.1 This Flexible Working Hours Agreement (the **Agreement**) is to be read in conjunction with the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* (the **Award**).
- 1.2 The Agreement is made between the Public Sector Association of NSW (**PSA**) and the NSW Ombudsman's Office (the **Office**) in accordance with the provisions of clause 10 - *Local Arrangements* of the Award.

2. Flexibility Statement

- 2.1 The Agreement reflects the Office's commitment to ensure that all roles can be flexible on an 'if not, why not' basis. Doing this will assist us to realise the benefits of using flexible working to improve service delivery and customer satisfaction.

Flexible working enables us to attract people with the best skills and attributes to develop a diverse and inclusive workforce. We understand that organisations who value flexible working have productive and fulfilling workplaces that assist them to attract and retain employees, leading to savings in recruitment and training costs, as well as maintaining corporate knowledge and expertise. It also reduces the high costs associated with workplace exclusion such as increased turnover, absenteeism and reduced productivity.

2.2 Our objectives for flexible working are to:

- be an employer of choice for all our people
- manage for outcomes and manage achievement, rather than focus on inputs and activities such as where and when work is performed
- make flexible working a central part of how we work
- support and empower our employees to do their best and bring their whole selves to the workplace; and
- ensure that all employees have equitable access to opportunities available at work and are recognised and rewarded for their contributions.

What is flexible working?

2.3 Flexible working enables people to have access to flexibility across all roles, for any reason, enabling them to have successful and engaging careers. Flexibility also improves the performance and wellbeing of organisations, teams, and individuals.

2.4 Flexible working is a broad range of informal and formal arrangements for the when, where and how work can be done. It can include remote working, career breaks, flexible start and finish times, job sharing, flexible rostering and much more.

2.5 For flexible working to be successful, it requires the support from all parties and a mutual understanding that flexibility works both ways.

2.6 Our flexible working principles include, but are not limited to:

- everyone has access to flexibility. What that arrangement looks like will vary depending on the individual, their assigned role and the requirements of their team
- managers and teams consider what is possible on the basis of 'if not, why not?'
- flexibility is not a special provision or reward that needs to be earned
- successful flexibility embodies the best outcome for employees, employers and the customer
- flexible working should be considered in the context of the team, with all arrangements taking a team overview about how work will be distributed and address the needs of the team
- flexible work requires give and take between individuals, managers and teams
- managing flexible work practices should be seen as an everyday norm and requires everyone to work in partnership together for it to be successful
- staff members and their managers need to work together to ensure an appropriate work life balance. It is imperative that both parties 'disconnect' to maintain productivity and engagement, and that flexibility is freely discussed without undue influence or pressure
- staff members and their managers have a role in ensuring ongoing conversations continue around reasonable workloads to achieve outcomes; and
- staff members and their managers should respect the individual agreed flexible arrangements of others and not place unreasonable expectations, workloads or deadlines.

3. Objectives and principles

3.1 The objective of this Agreement is to support organisational performance and flexibility for all staff.

3.2 The parties recognise that this objective will be achieved if staff and their managers understand and accept the spirit of flexible work and its operation, and equally respect the needs of the organisation and individual staff members.

- 3.3 Decisions regarding flexible working hours and patterns of work will be made by taking into account the following principles:
- a) the ordinary business hours of the Office being 9:00 am to 5:00 pm, Monday to Friday;
 - b) the need for an appropriate level of service to be provided and maintained based on:
 - the requirements of the particular work unit, and
 - the organisational requirements of the Office; and
 - c) personal circumstances and needs of individual staff members.

4. Definitions

Term	Definition
Approval or direction	Of an Executive, manager or supervisor under the Delegations and Authorisation Manual – means approval or direction in writing (including by email)
Award	Means the <i>Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009</i>
Bandwidth hours	The span of hours between 7:00 am and 8:00 pm, Monday to Friday
Contract hours for a settlement period	The hours a staff member is employed to work during a settlement period, calculated by multiplying the staff member's weekly contract hours by the number of weeks in the settlement period
Coretime hours	The span of hours between 10:00 am and 2:00 pm, Monday to Friday
Exceptional circumstances	Circumstances that would adversely compromise the level of service delivery should flex leave be granted
Excess flex hours	Hours applied for by a staff member but not able to be taken due to exceptional circumstances
Flex Leave	The term given to those periods of time that a staff member may, subject to the approval of their manager and the principles of the Agreement, absent themselves from work without needing to apply for another form of leave
Flexible Working Hours Credit	The credit balance 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 more than the contract hours for the period, to the maximum per clause 6.2 a) of this Agreement
Flexible Working Hours Debit	The debit balance 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
Ordinary hours of work	7 hours a day, 35 hours per week for a full-time staff member, pro rata for a part-time staff member, to be worked Monday to Friday
Settlement period	12 consecutive weeks

Term	Definition
Staff	A person employed in the Public Service by the NSW Ombudsman's Office, including temporary employees and secondees, full time or part time employees; except for Public Service senior executives

5. Hours of work

- 5.1 A staff member and their manager will agree and document when the ordinary hours of work will be performed, consistent with:
- the principles detailed in clause 3.3 of the Agreement; and
 - within the bandwidth hours.
- 5.2 Hours of work must comply with a staff member's contracted hours. Staff cannot be directed to work less than their daily contract hours on any regular working day, although less hours may be worked on a given day with approval of their manager, subject to the staff member meeting their required contract hours for a settlement period by the end of the settlement period.
- 5.3 Unless on approved leave, or else with approval of their manager, staff must be available to work during coretime hours.
- 5.4 The working of hours in excess of a staff member's contracted hours is permitted with the approval of their manager, where their manager is satisfied that work is available.
- 5.5 The maximum hours worked each day cannot exceed 10 hours. If directed by their manager to do so and with the written approval of the relevant delegated manager, the provisions of the Award will apply.
- 5.6 A staff member must take an unpaid meal break of at least 30 minutes after no more than 5 hours of continuous work. The standard entitlement for a meal break is 1 hour, which may be extended by agreement between a staff member and their manager. The scheduling and duration of an extended meal break are subject to the operational requirements of the work unit, the needs of the staff member and approval of their manager.
- 5.7 Overtime (in accordance with the Award) will apply to a staff member who is directed, with the written approval of the relevant delegated manager, to work:
- outside the bandwidth hours; or
 - on a Saturday, Sunday or Public Holiday; or
 - in excess of 10 hours per day.

6. Accumulation of Flexible Working Hours

- 6.1 Over the course of a settlement period, a full-time staff member will:
- ordinarily work (or take approved leave) for a total of 420 hours;
 - accumulate Flexible Working Hours for time worked in excess of 7 hours per day;
 - utilise Flexible Working Hours for Flex Leave taken.
- 6.2 At the end of each settlement period, a staff member can have a maximum:
- Flexible Working Hours Credit balance of 42 hours; or
 - Flexible Working Hours Debit balance of 10 hours.

Flex credit and debit hours can be carried forward into the next settlement period to a limit balance of 42 hours (credit) and/or 10 hours (debit).

- 6.3 If exceptional circumstances prevent a manager from approving a staff member's request for taking Flex Leave, excess flex hours may be carried forward to the next settlement period greater than the maximum Flexible Working Hours Credit balance of 42 hours. However, the excess leave can only be carried forward across settlement periods once. Excess leave should be taken as close as possible to when the time was accumulated.
- 6.4 At the end of a settlement period, if a staff member has a Flexible Working Hours Debit balance in excess of 10 hours, the staff member must apply for recreation leave or leave without pay to reduce the Flexible Working Hours Debit balance to 10 hours.

7. Taking Flex Leave

- 7.1 The taking of Flex Leave is subject to agreement between a staff member and their manager taking into account the principles detailed in clause 3.3 of this Agreement.
- 7.2 Flex Leave can be taken with manager approval:
 - a) in any combination of quarter, half or full days;
 - b) to a maximum of 6 days within a settlement period; and
 - c) up to 6 days consecutively.
- 7.3 Excess flex leave arising from clause 6.3 above does not count towards the maximum of 6 days within a settlement period.

8. Management of Flexible Working Hours

- 8.1 Timesheets detailing hours worked, including Flex Leave taken, will be submitted by staff members, reviewed and approved by their manager, on a 4-weekly basis.
- 8.2 Managers and staff must work to ensure that the staff member does not accumulate Flexible Working Hours in excess of 42 hours in any settlement period.
- 8.3 A staff member whose Flexible Working Hours Credit balance exceeds 21 hours, at any time during a settlement period, will agree a strategy with their manager to make every effort that the staff member does not forfeit Flexible Working Hours at the end of the settlement period.
- 8.4 Staff members and their manager are encouraged to apply flexibility using a collaborative approach. Whilst this Agreement sets out the framework to apply, an individual staff member and their manager may agree to minor (for example +/- 30 minutes) ad hoc variations in respect of bandwidth hours and coretime hours due to:
 - a) a short period (for example, 1 or 2 days) of extenuating circumstances; or
 - b) a short period (for example, 1 or 2 days) of unexpected personal circumstances;with such varied terms recorded in writing between the staff member and their manager.
- 8.5 The Office will take reasonable measures during the first six (6) month period of operation of this Agreement to ensure all staff and managers are familiar with, and aware of, the proper application of this Agreement.
- 8.6 The Office will, on a regular basis, make available and discuss through the Office's Joint Consultative Committee, statistics in relation to the level of:
 - a) Flexible Working Hours accumulated and utilised; and
 - b) Flexible Working Hours forfeited;

by staff.

8.7 Any disputes concerning the application of the Agreement will be dealt with in accordance with Clause 9 - *Grievance and Dispute Settling Procedures* of the Award.

9. This agreement

9.1. This Agreement:

- a) will commence on [day | month | year] and operate for a period of two (2) years;
- b) will continue to apply thereafter unless terminated by either party upon giving twelve (12) months written notice;
- c) may otherwise be varied with the agreement of both parties.

10. Endorsements

This Agreement is made on [day | month] 2022 between the Public Service Association of NSW and the NSW Ombudsman.

SIGNED BY

General Secretary

Public Service Association of NSW

In the presence of:

(Signature)

(Witness Signature)

NSW Ombudsman

In the presence of:

(Signature)

(Witness Signature)

Secretary

Department of Premier and Cabinet

In the presence of:

(Signature)

(Witness Signature)