

# CROWN EMPLOYEES (PLANNING OFFICERS) AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 2016/00009054)

Before Commissioner Stanton

2 August 2016

## REVIEWED AWARD

### Arrangement

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### PART A

#### 1. Title

This Award will be known as the Crown Employees (Planning Officers) Award 2016.

#### 2. Definitions - General

"Act" means the Government Sector Employment Act 2013.

"Award" means the Crown Employees (Planning Officers) Award 2016.

"Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

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

"Director" means an employee of the Department with management responsibilities for a region, branch, unit or discrete group of people, who has delegation, as determined from time to time, to perform some the functions of the Industrial Relations Secretary.

"Director, Human Resources" means the person in charge of the Human Resource function of the Department.

"Employee" means and includes all persons employed from time to time under the provisions of the Government Sector Employment Act 2013.

"Executive Director" means a Senior Executive employee of the Department with significant management responsibilities, heading up a division of the Department, who has delegation, as determined from time to time, to perform the functions of the Industrial Relations Secretary.

"Hard Barrier" means a barrier to a higher level within a classification that can only be accessed by merit through a competitive selection process.

"Industrial Relations Secretary" means the Industrial Relations Secretary, as established under the Government Sector Employment Act 2013.

"Normal Work" for the purposes of clause 9, Grievance and Dispute Resolution Procedures of this Award, means the work carried out in accordance with the employee's role or role description at the location where the employee was employed, at the time the grievance or dispute was notified by the employee.

"Planning Officer or PO" means a person employed on an ongoing or temporary basis in the Department either as a full-time or part-time employee, in any capacity under the provisions Part 4 of the Act, performing those professional planning including employees on probation. This does not include the Secretary, statutory appointees or Senior Executive employees as defined under the Act.

"Role" means a role pursuant to Part 1, Section 3(1) of the Government Sector Employment Act 2013.

"Salary Rates" means the ordinary time rate of pay for the employees grading excluding shift allowance, weekend penalties and all other allowances not regarded as salary.

"Secretary" means the Department Head of the Department as listed in Part 1, Schedule 1 Public Service Agencies, of the Act.

"Service" means continuous service for salary purposes.

"Soft Barrier" means an identified progression requirement (as distinct from normal incremental progression) to move from one year to the next within the same level. This progression is not automatic but based on meeting specific performance or skill competency requirements as set out in this Award.

"Student Planner" means a person temporarily employed in the Department either as a full-time or part-time employee, in any capacity under the provisions of Part 4 of the Act, and performing student planning functions. The student planner must be currently enrolled in university and studying a relevant degree or discipline.

"Supervisor" means an employee of the Department with supervisory responsibilities who has delegation, as determined from time to time, to perform the functions of the Secretary.

### **3. General Conditions of Employment**

3.1 Except as otherwise provided by this Award the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 will apply.

3.2 The following awards and agreements will continue to apply to employees covered by this Award:

Crown Employees (Transferred Employees Compensation) Award

- Crown Employees (Public Sector - Salaries 2016) Award or an award replacing it.
- 3.3 Conditions of employment other than those fixed by this Award are determined by the Act and the Government Sector Employment Regulation 2014.

#### **4. Classifications and Salary Structures**

- 4.1 All Planning Officers will be paid in accordance with the salary structures as set in this clause and Table 1 - Salaries of Part B, Monetary Rates of this Award.
- 4.2 Employees known as Planning Officers will have a title that reflects their functional responsibility as shown in sub-clauses 4.5 and 4.12 of this clause.
- 4.3 No employee is to be disadvantaged by the application of this Award.
- 4.4 Increments

Incremental progression for all employees will be subject to a satisfactory performance report recommending progression other than for soft barrier progression where set criteria as detailed in this Award need to be satisfied.

#### 4.5 Planning Officer, Levels 1(a) and 1(b)

4.5.1 The Planning Officer classification and salary structure replaces the former Town Planner/Specialist and Legal Officer classifications for those employees performing planning functions under this Award.

#### 4.5.2 Employees Eligible to be assigned to a role as a Planning Officer

Assignment to a role in the Planning Officer classification requires a university degree qualification or a qualification deemed by the Secretary to be equivalent except as otherwise specified in sub-paragraphs (a), b) and (c) of this sub-clause.

- (a) Employees working directly in property and development activities must have an accredited property related qualification as well as demonstrated expertise and experience developed from a range of property disciplines and backgrounds such as but not limited to engineering, surveying, valuing, real estate, land economics and architecture.
- (b) Roles with special requirements such as Aboriginality may not require a degree qualification.
- (c) Employees already assigned to a Planning Officer role on an ongoing basis do not have to satisfy the tertiary qualification criterion when applying for other Planning Officer roles.

#### 4.6 Planning Officer Level 1(a)

4.6.1 Roles may be established as Level 1(a) and where so established assignment to role to Level 1(a) will be through competitive selection.

4.6.2 Planning Officer Level 1 is an entry level classification.

4.6.3 When Level 1(a) Planning Officers are directed to perform work commensurate with Level 1(b) due to absences or some other reason, they may be paid at the appropriate higher rate by way of an allowance for Temporary Assignment to a Higher Role under Division 4, Clause 20, Government Sector Employment Regulation 2014.

#### 4.7 Planning Officer Level 1(b)

4.7.1 Roles may be established as Level 1(b) and where so established assignment to role to Level 1(b) will be through competitive selection.

4.7.2 A soft barrier progression from Level 1(a) Year 5 to Level 1(b), Year 1, is for the purpose of 'grand fathering' remaining substantive roles. Where the assigned employee was assigned as a Planning Officer (Professional) Level 1 - 9 (whether before or after the introduction of Level 1(a) and Level 1(b) progression) will be conditional on the Secretary being satisfied that the employee has been employed at Level 1 Year 5 or Level 1(a) Year 5 for at least twelve (12) months and has demonstrated competency in three or more of the following criteria:

- (i) The ability to work independently and without regular supervision; and or
- (ii) Good communication skills; and/or
- (iii) Well developed specialist or other skills; and/or
- (iv) Project management skills; and/or
- (v) The ability to provide high quality advice; and
- (vi) The demonstrated ability to identify issues and provide practical options.

#### 4.8 Planning Officer Level 2

Roles may be established as Level 2 and assignment to a role or progression to Level 2 will be through competitive selection.

#### 4.9 Planning Officer Level 3

4.9.1 Roles may be established as Level 3 and assignment to role or progression to Level 3 will be through competitive selection.

4.9.2 Progression to Level 3, Year 4 (soft barrier) requires the Secretary being satisfied that the employee has been employed at Level 3, Year 3 for a period of twelve (12) months and has demonstrated competency in three or more of the following criteria:

- (i) Management of employees; and/or
- (ii) Strategic policy/program development and implementation; and/or
- (iii) Representing the Department on substantial matters; and/or
- (iv) Project/program management skills; and/or
- (v) Relevant technical skills.

#### 4.10 Planning Officer Level 4

Roles may be established as Level 4 and assignment to a role or progression to Level 4 will be through competitive selection.

#### 4.11 Planning Officer Level 5

Roles may be established as Level 4 and assignment to a role or progression to Level 4 will be through competitive selection.

#### 4.12 Student Planners

The commencing salary rate for an employee appointed as a Student Planner will normally be Year 1 of the Student Planner salary rates set out in Table 1 - Salaries of Part B, Monetary Rates of this Award.

## **5. Working Hours**

- 5.1 These conditions will be determined and may be varied by local arrangement in terms of clause 10 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009. Working hours of Planning Officers under clause 4 of this Award will be covered by the Department's Flexible Working Hours Agreement 2016 or its successor.
- 5.2 An employee, if directed to work or travel outside the usual hours of duty may be entitled to the 'Overtime' provisions or the 'Excess travelling time' provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- 5.3 A flexible and adaptable approach to working hours shall be adopted to meet peak demands, out of hours client demands, and the personal circumstances of employees of the Department.
- 5.4 Flexible working hours will only be available on the condition that an adequate service is maintained at all times. Services provided by the Department will not be withdrawn to accommodate the absence of employees under any flexible working hours arrangements.
- 5.5 At all times, the business needs of the Department must have priority.

## **6. Flex Leave**

The Flexible leave entitlements in Annexure A to this Award have been developed in recognition of the additional hours worked to meet the needs of the Department. Hours worked and flex leave taken are at the convenience of both the Department and the employee. The working hours of employees are those prescribed in the NSW Department of Planning and Environment Flexible Working Hours Agreement 2016.

## **7. Appeals Mechanism - Soft Barrier**

- 7.1 An employee has the right to appeal any decision made by the Department in relation to a soft barrier progression under the provisions of this Award.
- 7.2 Employees will submit a written submission outlining their case to the Director, Human Resources within 28 days of the written notification of the decision.
- 7.3 The Director, Human Resources or their delegate will convene and chair an appeals committee made up of (in addition to the convener) one Management representative who was not a party to the decision, one representative nominated by the Association and one peer who is acceptable to both Management and the Association.
- 7.4 The appeal will be heard within 28 days of the submission being lodged and the recommendation of the committee will be forwarded to the Secretary or delegate for approval.
- 7.5 The decision of the Secretary or delegate will be forwarded to the employee concerned within seven (7) working days of the appeal being heard.
- 7.6 This appeals mechanism does not cover matters that are properly dealt with by the NSW Industrial Relations Commission or the Department's Grievance Management Policy.
- 7.7 In the event the appeal committee cannot reach a majority decision the matter will be decided by the Secretary or delegate.

## **8. Anti-Discrimination**

- 8.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, responsibilities as a carer.

- 8.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 8.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 8.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons less than 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 8.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 8.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 8.7 Section 56(d) of the Anti-Discrimination Act 1977 provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## **9. Grievance and Dispute Settling Procedures**

- 9.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 9.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the employee to advise their immediate manager, the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- 9.4 The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to their attention.
- 9.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary.

- 9.6 The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- 9.7 If the matter remains unresolved, the Secretary shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The employee or the Association on their behalf or the Secretary may refer the matter to the NSW Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Department and, Industrial Relations Secretary shall agree to be bound by any order or determination by the NSW Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in sub-clauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

#### **10. Savings of Rights**

- 10.1 At the time of the making of this Award no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 10.2 Should there be a variation to the Crown Employees (Public Sector - Salaries 2016) Award or an Award replacing that Award employees of the Department will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it or by the making of a new Award.

#### **11. Area, Incidence and Duration**

- 11.1 This Award shall apply to those employees of the NSW Department of Planning and Environment employed in classifications as listed in clause 4, Classification and Salary Structures of the Award.
- 11.2 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the NSW Industrial Relations Commission on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- 11.3 Changes made to this Award subsequent to it first being published on 30 May 2008 (365 I.G. 1708) have been incorporated into this Award as part of the review.
- 11.4 This Award remains in force until varied or rescinded, the period for which it was made having already expired.

**PART B**  
**MONETARY RATES**

**Table 1 - Salaries**

Operative from the beginning of the first pay period to commence on or after 1.7.2016.

| CLASSIFICATION                                     | 1 July 2016<br>\$ Per Annum |           |
|--|-----------------------------|-----------|
| Student Planner                                    |                             | 2.5%      |
| Year 1   | CSP 23                      | \$49,039  |
| Year 2   | CSP 28                      | \$51,168  |
| Year 3   | CSP 32                      | \$53,060  |
| Year 4   | CSP 40                      | \$57,015  |
| PLANNING OFFICER (PROFESSIONAL)                    |                             |           |
| Level 1(a)   |                             |           |
| Year 1   | CSP 59                      | \$67,951  |
| Year 2   | CSP 69                      | \$75,025  |
| Year 3   | CSP 76                      | \$80,259  |
| Year 4   | CSP 80                      | \$83,439  |
| Year 5   | CSP 84                      | \$86,684  |
| Progression/ promotion soft barrier (clause 4.7.2) |                             |           |
| Level 1(b)   |                             |           |
| Year 1   | CSP 90                      | \$92,026  |
| Year 2   | CSP 94                      | \$95,776  |
| Year 3   | CSP 97                      | \$98,782  |
| Year 4   | -                           | \$103,698 |
| Level 2  |                             |           |
| Year 1   | CSP 108                     | \$110,046 |
| Year 2   | -                           | \$113,236 |
| Year 3   | CSP115                      | \$117,786 |
| Level 3  |                             |           |
| Year 1   | CSP 117                     | \$120,124 |
| Year 2   | -                           | \$125,161 |
| Year 3   | CSP 124                     | \$128,917 |
| Progression/ promotion soft barrier (clause 4.9.2) |                             |           |
| Year 4   | CSP 128                     | \$134,528 |
| Year 5   | -                           | \$139,891 |
| Level 4  |                             |           |
| Year 1   | -                           | \$154,229 |
| Year 2   | -                           | \$160,690 |
| Year 3   | -                           | \$167,282 |
| Level 5  |                             |           |
| Year 1   | -                           | \$176,161 |
| Year 2   | -                           | \$180,545 |

**APPENDIX A**

**FLEXIBLE WORKING HOURS AGREEMENT 2016**

**NSW DEPARTMENT OF PLANNING AND ENVIRONMENT**

## **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 full-time 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 eighty-four (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.

J. D. STANTON, Commissioner

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