

DEPARTMENT OF EDUCATION AND TRAINING FLEXIBLE WORKING HOURS AGREEMENT 2001

AGREEMENT made the 14 day of December 2001 BETWEEN the Managing Director of the NSW TAFE Commission ("TAFE NSW") as the employer of staff employed under the *Technical and Further Education Commission Act 1990*, the Public Employment Office as the employer of staff employed under the *Public Sector Management Act 1988*, the Director-General of the Department of Education and Training and the Public Service Association of NSW being an Association ("the Association") representing certain classes of public servants and certain employees employed in the Department of Education and Training ("the Department").

1. Introduction

1.1 Overview

This agreement amends certain provisions relating to hours of duty in respect of certain employees of the Department of Education and Training. For employees employed under the *Public Sector Management Act 1988* it is to be read in conjunction with clause 11 (vi) Flexible Working Hours Scheme of the *Crown Employees (Public Service Conditions of Employment) Award 1997*.

For certain employees employed under the *Technical and Further Education Commission Act 1990* who currently operate under a flexible working hours arrangement, this agreement replaces custom and practice deriving from the former *Flexible Working Hours Agreement No. 2275 of 1980*.

For employees employed under the *Public Sector Management Act 1988* this agreement is made between the Department, the Public Employment Office and the Association in accordance with clause 10, Local Arrangements, of the *Crown Employees (Public Service Conditions of Employment) Award 1997*.

Flexible working hours as provided for in this Agreement may operate in an institute of TAFE NSW, district office or state office of the Department, or in any section of an institute of TAFE NSW, district office or state office of the Department subject to operational requirements as determined by the institute director, district superintendent or relevant state office manager.

Subject to the provisions of clause 13, Separation from the Department, implementation of this Agreement should be on a cost neutral basis.

1.2 Statement of Intent

The Department, Association and employees are committed to fostering flexible work practices under this agreement within the Department. The agreement is intended to provide greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to avoid the forfeiture of hours.

Supervisors and managers should be mindful of employees' needs in ensuring equitable access to the provisions of this agreement.

Similarly, employees should be mindful of the Department's operational needs in maintaining customer service when utilising the provisions of the agreement.

1.3 General

Absences on approved leave will be credited to the employee's accrued work time. Such absences may be for periods of a quarter of a day, with the appropriate amount of time for the absence being recorded as accrued work time on the employee's record of attendance and debited to the employee's leave record maintained by the Department. A full day absence is equivalent to seven hours.

Flextime can be used with either recreation leave or study time to cover a full days absence from duty with the prior approval of the supervisor.

Absences using flextime or banked time may occur during any period of recreation leave and may occur on more than one occasion during a settlement period. However, employees should have at least 410 hours accrued work time at the end of the settlement period.

1.4 Definitions

"Accrued Work Time" is all time worked by the employee (except paid overtime) during the settlement period.

"Bandwidth" is the period during the day when all employees may work and may record and accrue credit for time worked.

"Banked Time" is the terminology given to those hours/days nominated by an employee to be banked at the end of a settlement period.

"Business Hours" are the normal hours of business in which institutes, district offices and state offices are kept open to members of the public. Business hours have been determined by institute directors, district superintendents and relevant state office managers.

"Contract Hours" means the contract hours for a settlement period which shall be calculated by multiplying the employee's weekly contract hours by twelve (ie the number of weeks in a settlement period). For full time employees the weekly contract hours are 35, and the daily contract hours are seven.

"Coretime" is the period during the day when an employee is normally required to be on duty.

"Department" for the purposes of this agreement shall mean the Department of Education and Training and TAFE NSW.

"Flexitime" is the terminology given to those periods of time that an employee may absent themselves from work with the agreement of their supervisor under this Agreement during which no time is credited towards the employee's Accrued Work Time.

"Employee" shall mean:

- (a) all persons permanently employed or persons temporarily employed under the provisions of the *Public Sector Management Act* or the *Technical And Further Education Commission Act*, and who on or after the date of making of this agreement work under a flexitime scheme; or
- (b) any other persons who by agreement between the parties are deemed to be covered by this agreement;

excluding senior officers and institute managers.

AStandard Working Hours means the ordinary hours of duty which are worked in the absence of flexible working hours. Standard working hours should equal the daily contract hours, ie seven hours full time or less than seven hours part time, required to be worked by the employee or employees in question. Standard working hours are usually 8.30 am to 4.30 pm with an hour for lunch Monday to Friday.

2. Settlement Period and Ordinary Hours

- 2.1 The settlement period is twelve weeks.
- 2.2 Ordinary hours for full-time employees are 35 hours per week, Monday to Friday.
- 2.3 Ordinary hours for part-time employees are less than 35 hours per week, Monday to Friday.

3. Bandwidth

- 3.1 The standard bandwidth is 7.30 am to 6.00 pm.

3.2 Subject to section 4, an employee may elect to work any period of time or vary starting and finishing times within this bandwidth in agreement with the supervisor.

3.3 The standard bandwidth may be varied by written agreement between an employee and their supervisor, providing the daily contract hours are not varied and that changing the bandwidth does not of itself incur additional overtime, meal money payments or travelling compensation claims.

4. Coretime

4.1 The standard coretime is 9.30 am to 3.00 pm.

4.2 The standard coretime may be varied by written agreement between the employee and their supervisor, providing the daily contract hours are not varied.

5. Hours Worked

5.1 All employees are entitled to work a minimum of seven hours on any day. An employee cannot be directed to work less than seven hours on any day. An employee may choose to work less than seven hours in one day with the agreement of the supervisor. Supervisors may direct an employee to work more than seven hours in one day within the bandwidth but this direction should not be exercised unreasonably.

5.2 Subject to operational convenience, an employee may elect to work standard working hours as per clause 10 of this Agreement.

5.3 Nothing in this agreement shall prevent the Department requiring an employee to revert to working standard working hours where it is evident that the employee is not observing the conditions of this agreement.

6. Lunch and Meal Breaks

6.1 An employee is to take a meal break of at least 30 minutes in a period of five hours continuous work.

6.2 An employee shall be entitled to take a luncheon period of one hour, but may reduce or extend that period to a minimum of 30 minutes or to a maximum of three hours respectively, subject to the needs of the work area. Customer service must be maintained during lunch breaks which may be taken between 11.30 am and 2.30 pm.

7. Flex and Banked Time Entitlements

7.1 All employees are entitled to take up to six flextime days in any settlement

period. This time may be taken together with other forms of leave including banked time. The issue of when flextime is taken should be agreed between the employee and the supervisor to ensure customer service is maintained. The six flextime 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 flextime.

- 7.2 Banked time may be taken with other forms of leave including flex leave and can be taken in quantities ranging from one to six days in a subsequent 3 month settlement period to facilitate employees using banked time during school/TAFE vacations. Half days may also be banked and taken.
- 7.3 Due to operational requirements, it may not be convenient for employees providing direct service to schools or institutes to take flexdays during term/semester time. In these circumstances employees should plan for banked time to be taken during school or institute vacations wherever possible. **In such cases managers should ensure that employees are able to take the banked time.**
- 7.4 An employee may bank time each settlement period on the following basis:
- C where the employee takes six flextime days the possible bank is zero;
 - C where the employee takes five and a half flextime days the possible bank is half a day;
 - C where the employee takes five flextime days the possible bank is one day;
 - C where the employee takes four and a half flextime days the possible bank is one and a half days;
 - C where the employee takes four flextime days the possible bank is two days;
 - C where the employee takes three and a half flextime days the possible bank is two and a half days;
 - C where the employee takes three flextime days the possible bank is three days;
 - C where the employee takes two and a half flextime days the possible bank is three and a half days;
 - C where the employee takes two flextime days the possible bank is four days;
 - C where the employee takes one and a half flextime days the possible bank is four and a half days;
 - C where the employee takes one flextime day the possible bank is five days;
 - C where the employee takes a half flextime day the possible bank is five and a half days;
 - C where the employee takes no flextime days the possible bank is six days;

provided that a maximum of the equivalent of six days may be banked.

7.5 Subject to subclause 14.6, a day of banked time is equivalent to seven hours and the employees accrued work time will be reduced by this amount for each day banked. Seven hours will be re-credited to the employee-s accrued work time when a banked day is utilised for leave. Similarly, three and a half hours will be re-credited to the employee-s accrued work time when a half banked day is utilised for leave.

8. Accrual of Work Time (AWT)

8.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the employee-s accrued work time (AWT).

8.2 An employee should have AWT of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave, but does not include unused banked time.

8.3 Where AWT is less than 410 hours at the end of a settlement period the employee will be required to submit a recreation leave form for the amount of the shortfall. Should the employee have insufficient leave available, leave without pay for the amount of time below 410 hours will apply and the leave without pay is credited to the AWT total.

8.4 An employee with AWT at the conclusion of a settlement period that amounts to less than 420 hours and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.

8.5 An employee who has an AWT of between 420 hours and 430 hours at the conclusion of a settlement period may carry up to ten credit hours forward to the next settlement period. The 430 hours includes all credited AWT and all approved leave, but does not include unused banked time.

8.6 An employee is entitled to carry forward hours in excess of the 420 ordinary hours. The maximum a full time employee may carry forward would be 52 hours, comprised of ten credit hours as per subclause 8.5, and 42 hours in the form of banked time as per subclause 7.4.

8.7 Hours worked are to be monitored by the employee and the supervisor over a four weekly period through the use of flextime records.

8.8 It is intended that employees do not work in excess of 472 hours in any one settlement period (ie no more than 420 ordinary hours plus the maximum ten credit hours plus the maximum 42 banked hours) other than in exceptional circumstances. Where it is obvious that an employee may exceed 472 hours in any one settlement period the supervisor and employee are to meet to identify the reason for the additional hours and develop a strategy to appropriately address the cause if required. This action should occur when the employee

exceeds a tally of 460 hours worked in one settlement period.

9. Overtime

- 9.1 Overtime will apply where an employee is directed to work outside the agreed bandwidth. Payment for overtime shall be made only where the employee works directed overtime
- 9.2 Payment for directed overtime for employees covered by the *Crown Employees (Public Service Conditions of Employment) Award 1997* shall be in accordance with clause 94, Overtime worked by day workers, of that award.

10. Standard Working Hours

- 10.1 The Department after consultation and agreement with employees may revert the employees=work hours to standard working hours to meet operational and customer service requirements.
- 10.2 Employee commencing and finishing times under standard working hours may be varied to meet operational requirements provided there is consultation with staff and relevant unions and provided employee daily contract hours are not exceeded.

11. Variations to Business Hours

- 11.1 Business hours may be varied to meet operational and customer service requirements after reasonable notice and consultation with staff and relevant unions. In the event of any dispute the matter will be dealt with in accordance with clause 17, Grievance and Dispute Resolution. The contract hours of employees shall not be altered as a result of any such variation in business hours.

12. Disruption of Transport

- 12.1 Where an employee is delayed or prevented from attending the work place as a result of a transport strike or a major transport delay, the following conditions will apply:
- (a) The employee may commence or cease duty at any time. Time worked on such days will accumulate in the normal way.
 - (b) Where an employee is unable to attend the work place due to a transport disruption and is unable to work from home or attend another place of work, then the employee may take a banked or additional flexday provided more than 410 hours are accrued in the following settlement period.

- (c) An employee affected by transport disruption will not be debited recreation leave or leave without pay if the employee has accrued less than 410 hours in the settlement period coinciding with the transport disruption. However, the employee must ensure that more than 410 hours are accrued in the following settlement period.

13. Separation from the Department

- 13.1 Where an employee gives notice of resignation, retirement or transfer to another government department, the supervisor and employee will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
- 13.2 Supervisors will facilitate the elimination of accumulated credit or debit hours by such employees.
- 13.3 Where an employee has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that employee will be adjusted accordingly.
- 13.4 Where an employee has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the employee at the current salary rate. However, if requested by the employee and agreed by the new agency, the credit hours may be carried forward to the new agency.

14. Part-time Employees

- 14.1 Where the operational requirements allow, the working of flexible working hours under this Agreement shall be extended to an employee working under a part-time work arrangement. Subject to subclause 14.3, all provisions of this Agreement shall apply to a part-time employee on a pro rata basis according to the number of hours or pattern of hours worked. Normally part-time employees are engaged for a fixed number of days on a seven hours or three and a half hours per day basis.
- 14.2 Contract hours – based on a standard seven hour day, contract hours for a part-time employee would be either 7, 14, 21 or 28 hours per week, or 84, 68, 252 or 336 hours per 12 week settlement period. Based on a three and a half hours day, contract hours for a part-time employee would be either 3.5, 7, 10.5, 14 or 17.5 hours per week, or 42, 84, 126, 168 or 210 hours per 12 week settlement period.
- 14.3 Maximum credit/debit carryover – as with full time employees, up to 10 hours credit or up to 10 hours debit may be carried over into the next settlement period.
- 14.4 Core Time – unless otherwise specified in the written agreement, core time for

the days worked should be the same as for full time employees, ie 9.30am to 3.00pm.

- 14.5 Bandwidth – the standard bandwidth applies, ie 7.30am to 6.00pm.
- 14.6 Flex and banked time entitlements – part-time employees under this Agreement shall be entitled to take up to 6 flex days or to bank up to 6 days in any 12 week settlement period.

If a part-time employee's standard contract day is seven hours per day, a flex day or day of banked time for that part-time employee is equivalent to seven hours. In accordance with subclause 7.4 the employee may take up to six flex days in any settlement period as either full days or half days or combinations of either. The employee's accrued work time shall be reduced by seven hours for each day banked or three and a half hours for each half day banked.

If a part-time employee's standard contract day is three and a half hours per day, a flex day or day of banked time for that part-time employee is equivalent to three and a half hours, and a half flex day or half banked day is equivalent to one and three quarter hours. In accordance with subclause 7.4 the employee may take up to six flex days in any settlement period. The employee's accrued work time shall be reduced by three and a half hours for each day banked or by one and three quarter hours for each half day banked.

15 Higher Duties Allowance

- 15.1 Flex or banked days taken by an employee during a period when that employee has been receiving higher duties allowance (HDA) shall be paid at the higher duties allowance rate.
- 15.2 Managers should note that no relieving HDA is payable in situations where an employee is absent on five or more consecutive flex/banked days.

16 Easter concession

- 16.1 Employees working flexible working hours under this Agreement may be granted, subject to operational requirements, an additional half day flex leave on the Thursday preceding the Good Friday public holiday.
- 16.2 Employees who wish to take the additional half day flex leave on the Thursday preceding the Good Friday public holiday must work a minimum of three and a half hours on that day.
- 16.3 Employees may be granted the additional half day flex leave on another occasion within the applicable settlement period if they apply for the half day flex leave but are required to work on the afternoon of Easter Thursday.

17. Grievance and Dispute Resolution

Any issues of dispute or grievances regarding the implementation, operation or administration of the Agreement should be raised either at the local workplace level through established dispute resolution processes or be referred to the Joint Consultative Committee.

18. Area, Incidence and Duration

This Agreement shall apply to employees as defined.

This Agreement shall take effect on and from 2001 and shall remain in force until varied by consent or terminated.

Either party shall give the other party three months notice of any intention to terminate the Agreement.

SIGNED BY

General Secretary
Public Service Association and
Professional Officers Association
Amalgamated Union of New South Wales

.....
(Signature) (Date)

In the presence of:

.....
(Witness Signature) (Date)

Managing Director
NSW TAFE Commission
Director-General
Department of Education and Training

.....
(Signature) (Date)

In the presence of:

.....
(Witness Signature) (Date)

Director-General
Premier's Department

.....
(Signature) (Date)

In the presence of:

.....
(Witness Signature) (Date)

