

# PROPOSED FLEXIBLE WORKING HOURS AGREEMENT 2015

## TAFE NSW ADMINISTRATIVE, SUPPORT AND RELATED EMPLOYEES

AGREEMENT made the BETWEEN the Managing Director of the TAFE Commission of NSW ("TAFE NSW") as the employer of staff employed under the TAFE NSW Administrative, Support and Related Enterprise Agreement (the Agreement) and the Community and Public Sector Union – SPSF Group NSW Branch, United Voice NSW Branch, Australian Workers' Union, Greater NSW Branch, the Australian Workers' Union Port Kembla Branch, the Broken Hill Town Employees Union and the Australian Manufacturing Workers' Union ("the unions") representing employees covered by Section 6 of the agreement.

### Introduction

#### Overview

This Flexible Working Hours Agreement (FWHA) amends certain provisions relating to hours of duty in respect of certain employees of TAFE NSW. For employees employed under Section 6 of the TAFE NSW Administrative, Support and Related Enterprise Agreement 2015, the FWHA is to be read in conjunction with the hours of work clauses under Section 6 of the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2015*.

This agreement is made between TAFE NSW and the unions in accordance with clause 21, Local Arrangements in Section 6 of the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2015*.

Flexible working hours as provided for in this Agreement may operate in an Institute of TAFE NSW, or in any section of an institute or TAFE NSW office location subject to operational requirements as determined by the Institute Director, Executive Director or relevant manager(s).

Subject to the provisions in relation to Separation from TAFE NSW, implementation of this Agreement shall be on a cost neutral basis.

#### Statement of Intent

The TAFE Commission of NSW, the unions and employees are committed to fostering flexible work practices under this agreement within TAFE NSW. The agreement is intended to provide greater flexibility in dealing with customer service, 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.

Employees who are employed in classifications under Parts A-G of Section 5 of the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2013*, are not covered by this Agreement.

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

Similarly, employees must consider TAFE NSW's operational requirements and the delivery of excellence in customer service when utilising the provisions of the agreement.

#### Definitions

"*Accrued Work Time*" is all approved time worked by the employee, including paid and unpaid leave and excluding paid overtime during the settlement period.

"*Bandwidth*" means the daily span of working hours for Employees under the Enterprise Agreement.

"*Carried Forward or Banked Hours*" is the terminology given to those hours/days nominated by an employee to be carried forward at the end of the 12 week settlement period to be taken in the subsequent settlement period.

*"Contract Hours"* means weekly hours of work, for full time employees the weekly contract hours are 36 hours and 15 minutes, for part time employees contract hours are pro-rata.

*"Day worker"* is as defined by Clause 3, Dictionary of Section 6 of the Enterprise Agreement.

*"Enterprise Agreement"* is the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2015*.

*"Employee"* shall mean all persons permanently or temporarily employed under the provisions of Section 6 – TAFE NSW Support Employees.

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

*"Operational Business Hours"* are the normal hours of business during which institutes, sections and units are required to operate.

*"Part year employee"* is as defined by Clause 3, Dictionary of Section 6 of the Enterprise Agreement

*"Settlement Period"* is 12 weeks with equivalent full time contract hours of 435 hours

*"Shift worker"* is as defined by Clause 3, Dictionary of Section 6 of the Enterprise Agreement. A shift worker must make an election in writing to be covered by this Agreement.

*"Span of Ordinary Hours"* is the period during the day when employees may work and may record and accrue credit for time worked.

*"Standard Working Hours"* means the ordinary hours of duty which are worked in the absence of flexible working hours.

*"TAFE NSW"* for the purposes of this agreement shall mean the TAFE Commission of NSW.

## **Flex Time**

Subject to operational requirements and approval from the manager, employees may accrue and take up to six (6) flex-time days in any 12 week settlement period – see **Accrued Work Time** below.

If any of these days are not taken, this time can be banked, up to a maximum of 6 days. Additionally, up to 10 hours credit can be carried forward to the following settlement period. Accrued work time, including banked time, carried over from the previous settlement period can be taken in the following settlement period subject to operational requirements. However, should this time not be taken within the subsequent settlement period, and once an employee's bank is full, such hours will be forfeited. Managers must make reasonable efforts to ensure hours are taken, and not forfeited.

To provide maximum flexibility, managers and employees should endeavour to schedule flex time during periods of lower activity.

## **Contract Hours**

Contract hours for full-time employees are 36 hours 15 minutes hours per week managed over a 4 week cycle, with a settlement period of 12 weeks or 435 hours.

Subject to operational and customer service requirements and management approval, the number of hours worked as well as starting and finishing times each day can be varied within the bandwidth up to a maximum of 10 hours per day.

Contract hours for part-time employees are the agreed contract hours less than 36 hours 15 minutes per week.

## **Bandwidth**

The bandwidth for all day workers is 6.00am to 9.00pm Monday to Friday. For shift workers, hours may be accrued outside the bandwidth.

## **Accrued Work Time (AWT) – Full time employees**

Employees must seek approval from their manager to accrue work time beyond 7 hours 15 minutes per day. Where appropriate, a manager may give approval in advance for longer periods, rather than on a daily basis. Shift workers who elect to be covered by this Agreement will continue to work in accordance with a roster which takes the operation of this Agreement into account.

Employees can accrue and take and/or bank up to 6 days (or 43 hours 30 minutes) in each settlement period, subject to appropriate approval and operational requirements, for example:

- If an employee accrues and takes 0 flex days the maximum possible carry forward/bank is 6 days (or 43 hours 30 minutes)
- If an employee accrues and takes 1 flex day (or 7 hours 15 minutes) the maximum possible carry forward/bank is 5 days (or 36 hours 15 minutes)
- If an employee accrues and takes 2 flex days (or 14 hours 30 minutes) the maximum possible carry forward/bank is 4 days (or 29 hours)
- If an employee accrues and takes 3 flex days (or 21 hours 45 minutes) the maximum possible carry forward/bank is 3 days (or 21 hours 45 minutes)
- If an employee accrues and takes 4 flex days (or 29 hours) the maximum possible carry forward/bank is 2 days (or 14 hours 30 minutes)
- If an employee accrues and takes 5 flex days (or 36 hours 15 minutes) the maximum possible carry forward/bank is 1 day (or 7 hours 15 minutes)
- If an employee accrues and takes 6 flex days (or 43 hours 30 minutes) the maximum possible carry forward/bank is 0 days

All approved time worked during the 12 week settlement period, including paid or unpaid leave, but excluding paid overtime, will count towards the employee's AWT.

Managers should review the hours of work at the end of each 4 week period during the 12 week settlement period and take appropriate action to rectify any excess or shortfall.

If, at the end of the 12 week settlement period the employee has excess or a shortfall in hours the following actions will be taken:

1. Any accrued hours not taken (as above) – may be carried forward (to a maximum of 10 hours credit) or banked for the following settlement period – all other hours will be forfeited
2. Shortfall of up to 10 hours - may be carried forward to the following settlement period
3. Shortfall of more than 10 hours – the employee will be required to apply for annual leave to cover the period of the shortfall above 10 hours. If the employee has insufficient annual leave available then leave without pay should be applied for.

## **Part Year Employees**

Part Year Employees are not covered by this agreement.

## **Part-time Employees**

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.

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.

### **Standard Working Hours**

Standard working hours should equal the daily or weekly contract hours and be approved by the employee's manager. Standard working hours will be determined, from time to time, by the Institute Director or Executive Director.

Some positions may be required to work standard working hours to ensure operational requirements and customer service levels are maintained. Employees in these positions will be rostered to meet these requirements.

Subject to operational convenience, an employee may also elect to work standard working hours.

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

### **Higher Duties Allowance**

Flex 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.

No relieving higher duties is payable where an employee is absent on five or more consecutive days.

### **Lunch and Meal Breaks**

An employee is entitled to take an unpaid meal break of not less than 30 minutes in a period of five hours continuous work. Where an employee is required to stay on the premises for that break, they are entitled to a paid meal break of 30 minutes.

An employee shall be entitled to take a meal break of one hour, but may reduce or extend that period to a minimum of 30 minutes or to a maximum 90 minutes, subject to the approval of the manager and the operational requirements of the work area. Employees working in accordance with a shift roster will have limited access to extended unpaid meal breaks. Variation to the rostered meal break will need to be approved in advance. Customer service must be maintained during breaks.

### **Overtime**

Day workers: Overtime will apply where an employee is directed to work outside the bandwidth, or beyond 7pm, or if the daily hours exceed 10 hours. Payment for overtime shall be made only where the employee works directed overtime.

Shift workers: Overtime will apply where an employee is directed to work for more than 10 hours. Shift workers can be required to work outside the bandwidth and are entitled to payment of shift loadings for these hours.

### **Operational Business Hours**

Operational business hours will be determined locally by the Institute or Central Support Unit, at section or unit level.

### **Variations to Operational Business Hours**

During the term of this agreement operational Business Hours may be varied (within the bandwidth) by the manager of a business unit/teaching section to meet operational requirements and customer service levels only after reasonable notice and consultation with affected staff.

### **Separation from TAFE NSW**

Where an employee gives notice of resignation, retirement or transfer to another government agency, the manager and the employee will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.

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.

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.

### **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 Institute Consultative Committee.

If a dispute remains unresolved by local dispute resolution processes and/or the Joint Consultative Committee then such a dispute is capable of being dealt with under clause XX, Dispute Resolution Procedures of the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2015*.

### **Area, Incidence and Duration**

This Agreement shall apply to employees as set out in the Statement of Intent and Definitions.

This Agreement shall take effect from the commencement of the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2015* and shall remain in force for the duration of that Agreement until varied by consent or terminated. Either party shall give the other party twelve months'

notice of any intention to terminate this Agreement.