

## **FLEXIBLE WORKING HOURS AGREEMENT 2016 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 2016* (the Enterprise Agreement) and the Unions covered by the Enterprise Agreement.

### **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 the *TAFE NSW Administrative, Support and Related Enterprise Agreement 2016*, the FWHA is to be read in conjunction with the hours of work clauses in the Enterprise Agreement.

This agreement is made between TAFE NSW and the unions in accordance with Clause 43, Local Arrangements in the Enterprise Agreement.

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).

Implementation of this Agreement shall be on a cost neutral basis.

### **Statement of Intent**

TAFE 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 business needs 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 must 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 period between 6am to 9pm, Monday to Friday when employees may work and may record and accrue credit for time worked.

"*Contract Hours*" means an average of 35 hours of work per week for full time employees, and less for part time employees.

"*Enterprise Agreement*" is the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2016*.

"*Employee*" shall mean all persons permanently or temporarily employed under the provisions of Enterprise Agreement.

"*Flex time*" 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.



*“Non-continuous shift worker”* means an employee whose ordinary hours of work are rostered for part of the work cycle, with the remainder undertaken under a flexible arrangement within operational business hours (e.g. library and administrative staff).

*“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 the Enterprise Agreement

*“Settlement Period”* is 12 weeks with equivalent full time contract hours of 420 hours.

*“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 Technical and Further Education Commission of NSW.

### **Contract Hours**

Contract hours for full-time employees are 35 hours per week managed over a 4 week cycle, with a settlement period of 12 weeks.

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 working hours per day.

Contract hours for part-time employees are the agreed contract hours less than 35 hours per week.

### **Day Workers**

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.

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

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

Where reasonably practical employees, should seek approval from their manager to accrue work time beyond 7 hours per day. Where appropriate, a manager may give approval in advance for longer periods, rather than on a daily basis. An employee and their manager should agree in advance where a regular accrual or pattern of work is sought.

All eligible day workers may take up to six (6) days (or 42 hours) flex time days in the settlement period, as either full days, half days, hours or a combination. At the conclusion of a settlement period an employee may carry forward a time credit of up to 21 hours to the next settlement period.

These days can be taken with other forms of leave and by mutual agreement with the employee’s respective manager/supervisor; however time taken cannot adversely impact on the business operation.

For employees’ who have accrued additional time, it is the intention of this arrangement that employees’ take this as time off, prior to separation from TAFE NSW.

All 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.

### **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.

## **Working Hours**

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

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, or if operational requirements determine a need.

## **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 required to take an unpaid meal break of not less than 30 minutes in a period of five hours continuous work.

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. Customer service must be maintained during breaks, but not at the expense of employee lunch entitlements.

## **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.


## **Recreation Leave**

For all employees covered by this arrangement, except by agreement, any excess recreation leave must be acquitted prior to taking any accrued 'flex-time' days.

## **Separation from TAFE NSW**

Prior to separation from TAFE NSW, the manager and the employee will, during the period of notice, eliminate accumulated credit or debit hours.

## **Area, Incidence and Duration**



This Agreement shall apply to day worker and non-continuous shift worker employees covered by the Enterprise Agreement, with the exception of those employed as Senior Officers. This Agreement shall take effect from the Transition to the Contemporary Classification Structure the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2016* and shall remain in force for the duration of that Agreement until varied by consent or terminated. Either party shall give the other party three months' notice of any intention to terminate this Agreement.