

1. FLEXIBLE HOURS OF WORK SCHEME

~~1.1 This clause does not apply to casual Employees.~~

PrinciplesGeneral

~~2. This clause should be read in conjunction with clause 23: Hours of Work. This clause does not apply to casual Employees. This clause should be read in conjunction with clause 23: Hours of Work.~~

~~1.1. Whilst aEcess to the Flexible Hours of Work Scheme (“Scheme”) is not an automatic entitlement, flexible hours of work will be made available to all ligible Employees may elect to participate in the Flexible Hours of Work Scheme (Scheme), subject to the operational requirements of their work unit. Supervisors and Employees will balance organisational and individual needs in determining individual working arrangements.~~

~~2.1~~

~~1.2 Participation in the Scheme is voluntary. If an Employee elects to work a standard 35 hour week rather than participate in the Scheme, any subsequent request to join the Scheme will be subject to approval by the Employee’s Supervisor.~~

~~Employees may elect to join or leave the Scheme at any time in consultation with their Supervisor, however if an Employee who has joined the Scheme elects to leave the Scheme, the Employee can only re-join the Scheme with the approval of the University.~~

~~Flexible hours of work provide for:~~

~~greater flexibility in working hours to assist with workloads and meeting deadlines;~~

~~a fair recognition of time worked;~~

~~balance between work and personal lives; and~~

~~(a) recognition of the need for reasonable adjustments for Employees with carer’s responsibilities and/or disabilities.~~

~~2.2 Employees may elect, and advise their Supervisor accordingly, to work a standard 7 hour day, 35 hours per week and not take advantage of the accrual of hours provisions of this clause. However, once this election is made, approval is required from the Supervisor to change to the Scheme.~~

~~2.3 The Scheme allows Employees, in consultation with their Supervisor, to vary their daily starting and finishing times within the bandwidth hours, provided that:~~

~~(a) the variation does not have a detrimental impact upon the operational needs of their work area; and~~

~~(b) the Employee’s Supervisor approves the variation, the approval of which must not be unreasonably withheld (the Supervisor, for this purpose, is the person with delegated authority for approving leave and attendance for the Employee concerned).~~

~~2.41.3 The Scheme recognises that some Employees whose usual (for example, Employees who are required to regularly work outdoors) have operational start and finish times that place them are outside the normal bandwidth and core time hours provisions. These Employees will not be disadvantaged by the operation of the Scheme.~~

~~2.51.4 Where it is evident that individual Employees are not able If an Employee is unable to work successfully within the Scheme, their Supervisor will discuss the issue with the Employee to resolve the matter.~~

Settlement periods

~~2-6~~1.5 The Scheme is based on 4-week ~~(140 hour)~~ly settlement periods commencing on the Friday following every second payday.

Timesheets

~~1.6~~ All Employees participating in the Scheme ~~are required to~~must complete a timesheet covering each ~~4 week (140 hours)~~ settlement period.

~~2-7~~1.7 ~~Time must be recorded on the day it is worked.~~

Bandwidth

~~1.8~~ The bandwidth for hours of work is 7:00 am to 6:00 pm, Monday to Friday, ~~subject to the provisions of subclause 23.2.~~

~~1.9~~ ~~Bandwidth is the elapsed time between the earliest permissible starting time and the latest permissible finishing time.~~ Time may be accrued during ~~the~~ bandwidth hours.

~~2.8~~ ~~Employees may choose their daily start and finish times within the bandwidth subject to the provisions of this Agreement. An Employee must not work more than five hours without a meal break.~~

~~1.10~~ An Employee who is participating in the Scheme may vary their daily start and finish times within the bandwidth subject to:

~~(a)~~ the operational requirements of the Employee's work unit; and

~~(b)~~ their Supervisor's approval, which will not be unreasonably withheld.

~~2-9~~1.11 ~~An Employee who wishes to Regular work a regular pattern of work outside the normal bandwidth provisions must seek the agreement of their agreed by an Employee's Supervisor, and approved by approval from the Dean or Director of the work unit. Any such approvals where granted are to must be notified to the Executive Director, HR Strategy and Services or other person nominated by the University Human Resources (or nominee).~~

Core Timehours

~~2-10~~1.12 ~~The core time for hours of work is are 9.30 am to 3.30 pm. This is the period during the day (excluding the meal break) when Employees are required to be on duty, unless on approved leave. Any absences from work during the core time period hours must be accounted for by flex leave, or other approved leave, including flex leave.~~

~~2-11~~1.13 ~~An Employee who wishes to Regular work a regular pattern outside the normal core time provisions core hours, must seek the agreement of their be agreed by an Employee's Supervisor, and approved by approval from the Dean or Director of the work unit. Any such approvals where granted are to must be notified to the Executive Director, HR Strategy and Services Human Resources (or other person nominated by the University nominee).~~

~~2-12~~1.14 ~~If, due to In exceptional cases circumstances (for example, urgent carer's responsibilities), where an Employee is unable to commence work until after the commencement of core time, or is unable to remain working until the end of core time start or finish work within core hours, they should notify their Supervisor as soon as possible, and any lost t- Time lost will be debited against the Employee's time credits or /debts, or accrued leave entitlements.~~

Meal break

~~1.15~~ An Employee must take a meal break of ~~between 30 minutes and at least one half hour and no more than 2 hours must be taken 2 hours' duration~~ between 11.30am and 2.30pm, with flexibility as to starting times and finishing times, ~~timing~~ subject to ~~the organisational operational needs requirements of their work unit.~~ Alternatively, an Employee may elect to take a standard 1 hour meal break.

~~1.16~~ An Employee must not work more than 5 hours without a meal break.

~~1.17~~ Substantial extension of ~~the lunchan Employee's meal~~ break is subject to the approval of ~~the Employee's~~their Supervisor.

Settlement Periods

~~2.13~~ The hours of work system is based on 4 weekly settlement periods commencing on the Friday following every second payday.

Time credit

~~1.18~~ ~~Where gainful work is available, An~~ Employee may accrue ~~work~~ time credit for ~~those hours worked in excess of working more than~~ 7 hours per day, ~~provided that~~ subject to the following:

~~(a)~~ ~~gainful work is available;~~

~~(b)~~ there is an operational ~~need requirement~~ for the additional ~~hours time~~ to be worked; and

~~(c)~~ the ~~additional time is approved by the~~ Employee's Supervisor ~~approves the working of the additional hours, with approval not to be unreasonably withheld.~~

~~(d)~~ ~~The Supervisor's approval may be given with respect to such period(s) as may be appropriate and must not be unreasonably withheld. Any amount of time worked in excess of these hours is time credit unless it is paid overtime will not accrue if overtime is paid for the excess time worked; and~~ ~~and~~

~~(e)~~ time credit is accrued on an hourly basis ~~and is not accrued and not~~ at overtime rates.

~~1.19~~ At the end of a settlement period:

~~(a)~~ a maximum of 14 hours' ~~time~~ credit may be carried forward to the next settlement period; ~~and~~

~~(b)~~ ~~Time~~ credit in excess of 14 hours will be forfeited ~~other than in circumstances where unless~~ the Employee has been directed not to take flex-leave due to ~~operational organisational needs requirements, in which case, In such cases, untaken time in excess of 14 the excess credit hours~~ may be carried ~~over forward~~ to the next settlement period.

~~2.14~~~~1.20~~ An Employee may be directed not to take their accrued flex-leave in a particular settlement period ~~in exceptional circumstances (such as peak work periods), and with the approval of the Dean or Director of the work area, Employees may be directed not to take flex-leave for which time has been accrued in a particular settlement period. If this occurs, In these cases, flex-leave of up to 2 days' leave may be carried over forward to the next settlement period, and on the condition that the Supervisor and Employee will agree to on a strategy to ensure that the Employee reduces their accrued work time time credit. Where Any such carryover carry forward into the next settlement period has been approved, such carryover of accrued flex-days is separate to the maximum permitted 14 hours carry forward referred to above in subclause 1.19. (refer to: Carryover below).~~

Time debit

~~1.21~~ Any ~~amount of~~ time less than 140 hours worked in a settlement period is ~~a~~ time debit.

Comment [WSU1]: Changed for consistency of terminology 18072017

1.22 At the end of a settlement period:

- (a) ~~Time debit of~~ less than 14 hours is carried forward to the next settlement period;
and
(b) ~~Time debit in excess of 14 hours at the end of each settlement period~~ will be debited against an Employee's annual leave or converted to leave without pay, as appropriate.

~~2.15 A distinction is made between the accrued hours that may be carried forward into the next settlement period and the flex leave that may, under the circumstances described in the subclauses below, be carried over to the next settlement period.~~

~~2.16 A maximum of 14 hours' time credit may be carried forward into the next settlement period.~~

~~2.17 A maximum of 14 hours' time debit may be carried forward into the next settlement period. Debit in excess of 14 hours must be accounted for by approved leave.~~

Flex-leave

~~2.18~~ 2.23 Flex-leave is the taking of accrued time credits ~~accrued under the Scheme as agreed by agreement~~ between ~~the an~~ Employee and their Supervisor.

~~2.19~~ 2.24 Supervisors must ensure that Employees are able to take their flex-leave.

~~2.20~~ 2.25 ~~In normal circumstances (meaning during the day to day working of the University), Subject to operational requirements and subclause 1.27, an Employee may take up to 14 hours (or 2 days) of flex-leave per settlement period may be taken where organisational needs allow. The provisions of subclause 3.2.27 will apply.~~

~~2.21~~ 2.26 ~~In circumstances where~~ If an Employee has been directed not to take flex-leave due to ~~organisational operational needs requirements (such as during for example, during a peak work periods), the untaken leave will be banked to be taken in for up to the following 2 the next settlement periods or the settlement period(s) subsequent to that, subject to the provisions of subclause 3.2.27(k) and subclause 3.2.28.~~

~~2.22~~ 2.27 ~~In managing flex-leave, the following provisions must be adhered to in relation to flex-leave:~~

- (a) to allow for planning and organisational management, Employees must obtain their Supervisor's advance approval ~~in advance when wishing~~ to take flex-leave;
- (b) requests for flex-leave will not be unreasonably refused;
- (c) flex-leave is to be taken on an hour-for-hour basis, and ~~is not accrued~~ does not accrue at overtime rates;
- (d) the ~~needs of the organisational operational requirements of the Employee's~~ work unit must be taken into account when planning ~~work and~~ flex-leave arrangements, and Employees must ~~ensure that~~ discuss leave proposals ~~are discussed~~ with their Supervisor;
- (e) an Employee may take flex-leave ~~may be taken~~ on consecutive days, but more than 2 consecutive days of leave can only be taken with the specific approval of their Supervisor;
- (f) Employees cannot expect ~~to always to take their~~ flex-leave on a Friday or Monday, ~~and other days of the week may be agreed. In the interest of ensuring to ensure~~ the continued effective operation of the work area unit, ~~other days of the week may be agreed~~;
- (g) ~~it is not necessary for Employees to have a credit balance when taking flex-~~

~~leave, however~~ flex-leave can only be taken in advance of ~~accrual~~ with the approval of the ~~relevant~~ Dean or Director ~~or their nominee of the~~ Employee's work unit (or nominee);

~~(h)~~ flex-leave may be taken ~~in units of~~ full days or half days, based on a 7 hour day.

~~(i)~~ ~~however~~

~~(j)(h)~~ when taking half-day flex-leave, an Employee must work at least 3 ½ hours within bandwidth either must be worked before or after the taking of the flex-leave, that is, a period equal to half the Employee's daily contract hours must be worked within the bandwidth, either before or after taking the half-day flex-leave;

~~(k)(i)~~ half-day flex-leave may be taken in conjunction with half-day annual leave, leave without pay, special leave, bereavement leave, family and cultural leave or study leave, so as other forms of accrued leave to cover a full day's absence ~~from duty~~; and

~~(l)~~ a in any given settlement period, Supervisors must give an Employee reasonable notice when requesting that an Employee not take flex-leave not be taken due to organisational operational needs requirements. Where such needs prevent the normal taking of flex-leave In such circumstances, these hours (a maximum additional of 14 hours) leave will be carried forward over and taken in to the next settlement period. The Employee will not lose the accrued flex-leave, but must be allowed to take the flex-leave in the subsequent settlement

~~(m)(i)~~ period. If this is not possible due to unless prevented by exceptional organisational operational needs requirements, in which case: subclause 32.28 will apply.

2.23 ~~In exceptional circumstances, in addition to the provisions at subclause 32.27, the following will apply:~~

- (i) ~~the Dean or Director of the Employee's work unit must make in cases where, because of continued organisational needs, Employees are not permitted to take the flex-leave referred to in subclause 32.27(l), a case must be made to the Executive Director, HR Strategy and Services Human Resources (or other person nominated by the University nominee), through the Dean or Director of the School or work unit, for the Employee to carry the leave over forward the untaken flex-leave (up to 2 days per settlement period) to the following subsequent settlement period; and~~
- (ii) ~~if, due to continued organisational needs operational requirements, the an Employee is still unable to take the untaken flex-leave (up to 2 days per settlement period) during this subsequent settlement period, the leave will not be forfeited. Unless alternative arrangements have been made in accordance with subclause 32.28(a) for the Employee to continue to carry over the accrued flex-leave for a further settlement period, the untaken flex-leave (up to 2 days for each settlement period) will be paid out at ordinary time to the Employee unless alternative arrangements have been made for the Employee to continue to carry the leave forward.~~

2.241.28 ~~Where If~~ an Employee gives notice of resignation or retirement they must, ~~in consultation with their Supervisor, clear all accrued flex-leave in consultation with their Supervisor or credit hours. If the flex-leave or credit hours the leave cannot be cleared due to organisational operational needs requirements, the hours it will be paid out to the Employee at ordinary time. Any debit hour time debit will be deducted from the Employee's accrued annual leave.~~

Overtime

2.25 ~~Subclauses 23.17 to 23.27 outline the overtime provisions of the University.~~

2.261.29 Time worked to accumulate flex credits or ~~to extinguish clear time~~ debits will not attract

overtime payments.

~~2.271.30~~ Overtime is not generally applicable for time worked ~~inside the~~ during bandwidth ~~period~~ (that is, 7.00am to 6.00pm) ~~hours~~. However, where unless the University requires an Employee to work over and above their ~~–~~agreed individual working arrangements, overtime will be paid even if this is within the bandwidth period. Any such requirement must be approved by the Dean or Director of the Employee's work unit (or their delegate). ~~In circumstances where the overtime is within the bandwidth period, this must be approved by the Dean or Director of the School or work unit or their delegate.~~

Time Off in Lieu of Overtime (“TOIL”)

~~2.281.31~~ Time in lieu is a term that TOIL only applies to only applies if approved overtime where the University grants to the an Employee time off at overtime rates in lieu of the an overtime payment. It does not apply. It does not refer to excess accumulated flexible hours ~~time credit.~~

Approved leave and public holidays

~~2.291.32~~ When approved paid leave is taken or public holidays occur, the standard daily hours in a day (that is, 7 hours) are ~~to be~~ credited for each such day of approved paid leave or public holidays.

~~2.301.33~~ An Employees may only claim time credits for a public holiday where if the holiday it falls on a day that is within the Employee's normal work pattern. Work An Employee's work pattern days are must not to be varied to enable the Employee to gain time credit for public holidays.

Changed arrangements

~~2.31~~ Where there are changed organisational and operational requirements for the area of work that may affect the hours worked by affected Employees, clause 44: Organisational Change will be followed. The University will consider, amongst other things, Employees' family, carer's and disability needs and will include these considerations within its decision making.

Shift work

~~2.321.34~~ Employees who work under set 5 or 7 day rosters receive the appropriate shift allowances and may accrue time credit in accordance with the shift roster.

~~2.331.35~~ For those Employees who are required to work designated shifts from time to time, any additional hours accrued on shift days for the purpose of flex-leave will not attract a shift penalty.

Monitoring and Review of the Scheme

~~2.341.36~~ The Implementation Committee will monitor the operation of the Scheme.