



University of
South Australia

Flexible Work Arrangements Procedure

- Application
 - Overview
 - Definitions
 - Procedure
 - Responsibilities and/or authorities
 - References
 - Further assistance
 - Appendices
-

APPLICATION

This procedure applies to staff other than casuals who do not meet the definition of “long term casuals” as provided by clause 5.5 of the *University of South Australia Enterprise Agreement 2019* employed in accordance with:

1. The University of South Australia Enterprise Agreement 2019 (the Enterprise Agreement)
2. An Australian Workplace Agreement (AWA) where a reference to this procedure is specifically referred to in the AWA.

OVERVIEW

The University acknowledges the mutual benefit of flexible work arrangements to balance work and other (including family) commitments. This procedure reflects the preferred practice of the University and provides a guide to the application and management of flexible work arrangements.

DEFINITIONS

For purposes of this procedure, a *flexible work arrangement* means a variation of working hours or arrangement that is within the terms and conditions contained in the applicable industrial instrument and which meets the needs of the staff member and the University.

PROCEDURE

1. Flexible Work Eligibility

1.1 Eligibility and Conditions

- a) All staff members (other than casual staff who do not meet the definition of “long term casual staff” as provided by clause 5.5 of the Enterprise Agreement) are eligible to apply to their supervisor in writing to participate

in a flexible work arrangement as set out in this procedure. Participation is voluntary and at the request of the staff member.

- b) Consistent with the requirements of the National Employment Standards (NES), reference to “all staff members” referred to in 1.1 (a) above includes staff members (other than casual staff) who:
 - i) Are the parent, or have responsibility for the care of a child who is school age or younger;
 - ii) Are a carer (within the meaning of the *Carer Recognition Act 2010*);
 - iii) Have a disability;
 - iv) Are fifty-five (55) years of age or older;
 - v) Are experiencing violence from a member of the staff member’s family; or
 - vi) Provide care or support to a member of the staff member’s immediate family, or a member of the staff member’s household, who requires care or support because the member is experiencing violence from the member’s family.
- c) Eligible staff members as defined above may request in writing for a change in working arrangements to assist the staff member in relation to those circumstances.
- d) Flexible work arrangements should not interfere with the smooth flow of work within Research Institutes, Academic or Central Units.
- e) Flexible work arrangements will not result in an overall increase in the workload of other staff.
- f) The University will not advertise positions that require participation in a flexible work arrangement as a compulsory condition of employment.
- g) Staff members shall not be treated less favourably with respect to opportunities for professional development and career advancement, as a result of participating in a flexible work arrangement.

2. Flexible Work Options

Flexible work arrangements will offer opportunities to work in a variety of configurations. Appendix A contains a summary of general issues to consider when negotiating a flexible work arrangement, and Appendix B identifies some specific implementation issues to be resolved.

Flexible work arrangements include the following:

2.1 Job Share

- a) Job sharing occurs when a position is shared between two (2) or more people.
- b) Each person works part-time in a position with remuneration and leave entitlements proportioned on a pro-rata basis.

- c) The arrangement shall normally continue for the duration of the approved period.
- d) Staff are entitled to apply for an advertised full-time position within the University and may request to take the position on a job share basis.

Appendix C contains a summary of issues to consider when considering a job share arrangement.

2.2 Variable Work Time

This clause only applies to:

- Professional staff whose salary does not exceed the maximum for HEO7 or who are not paid an allowance in lieu of overtime; and
 - Grounds Staff.
- a) Variable work time, sometimes referred to as 'flexi-time', is where working hours are re-arranged by agreement between the staff member and supervisor and approved in accord with the Vice Chancellor's authorisations.
 - b) Specific arrangements can include:
 - i) accrual of time to be taken normally in the following four (4) week period, but not later than in the following eight (8) week period; or
 - ii) variations in start and finish times to enable staff to collect school aged children for example; or
 - iii) 'banking' time of up to a maximum equivalent of two (2) working days to be taken at an agreed future date.
 - c) Where a variable work time arrangement is approved for implementation the specific arrangements and conditions that apply will:
 - i) be within 'ordinary' hours of work as defined in the relevant industrial instrument (e.g. between 7.00am and 7.00pm for Professional Staff);
 - ii) identify those hours (if applicable) during which the staff member must be on duty as determined by the supervisor and based upon operational requirements (e.g. between 10.00am and 2.00pm);
 - iii) provide a lunch break of not less than 30 minutes;
 - iv) specify the maximum number of hours that can be worked in any one day;
 - v) specify the maximum number of hours that can be accrued (a staff member may not accrue more than the equivalent of two working days off);
 - vi) identify any obligation upon the staff member to take accrued hours, or to reduce accrued hours to a zero (0) balance by a particular calendar date (consistent with clause 2.2 b) i) above);

- vii) outline how much notice the staff member is required to give, and to whom the notice is to be given, of an intention to take accrued time off; and
 - viii) acknowledge the supervisor's prerogative to decline a request for accrued time off at a particular time due to business needs.
- d) Variable work time may not be a suitable arrangement in some work locations.
 - e) All reasonable variable work time requests will be considered based on business needs and will not be unreasonably refused.
 - f) Accrued time taken as time-off will be considered and treated as ordinary hours; that is, no overtime or shift-penalty shall apply.
 - g) Supervisors should monitor the accrual of hours by staff to ensure that an appropriate workload is maintained and that hours worked in excess of ordinary hours of work are productive and reflect the business needs of the work location.
 - h) The standard variable work time spreadsheet must be used wherever a variable work time arrangement is implemented.

2.3 Reduced Employment Fraction

- a) Staff may request to reduce the time for which they are employed, either as a reduction from full-time to part-time, or a reduction in the part-time fraction for which they are employed.
- b) A reduction in the time for which a staff member is employed is for an agreed period of time.
- c) The superannuation fund provides options for maintaining or varying contribution rates, and superannuation benefits are also affected by a reduction in employment fraction. Accordingly, staff are encouraged to contact the University's Consultant: Superannuation before entering into this arrangement.

2.4 Purchased Leave Arrangements

- a) Staff may choose to purchase additional leave through a reduction in salary. The staff member's annual salary, reduced in proportion to the leave purchased, is spread evenly across the year on a fortnightly basis. This will effectively reduce the service fraction only; leave accruals are not impacted by a purchased leave arrangement.
- b) The period of unpaid leave will not attract a leave-loading payment.
- c) The staff member and their supervisor will draft a plan to ensure that the staff member's workload is managed during the period of leave purchased.
- d) Types of purchased leave arrangements are as follows:
 - i) As an Annual Fraction (six months work, six months off)

Salary will be averaged over the year (52 weeks) to allow the staff member to be paid during the six (6) months leave (unless other arrangements are agreed).

- ii) As a Biennial Arrangement (One year time work, one year off)
Salary will be averaged over the two years (104 weeks) to allow the staff member to be paid during the twelve (12) months leave (unless other arrangements are agreed).
- iii) As a 4/5 year leave (Four years work, one year leave)
 - Staff may apply to work four (4) years out of a five (5) year period while salary will be averaged over the entire five (5) year period.
 - The negotiated absence of twelve (12) months may be taken as one complete period or two separate periods of six (6) months.
 - Staff participating in this scheme may not access 4/5 leave prior to the end of the second year of the agreed period.
- iv) As a 46/52; or 47/52; or 48/52; or 49/52; or 50/52; or 51/52 week year
 - This arrangement may allow staff additional leave within a twelve (12) month period, in return for a pro-rata reduction in their annual salary.
 - The salary is averaged over the year (52 weeks) to allow the staff member to be paid during the extra weeks leave.

Weeks worked per Year	Number of weeks additional leave	Percentage deducted from salary
51/52	1	1.92%
50/52	2	3.85%
49/52	3	5.77%
48/52	4	7.69%
47/52	5	9.62%
46/52	6	11.54%

- Participation in either the 46/52, 47/52, 48/52, 49/52, 50/52, or 51/52 week year arrangement is for a period of one (1) year and is to be renegotiated annually (usually at the beginning of the year).
- e) Where a staff member, for reasons beyond his/her control, is unable to take the purchased leave within the agreed period, the staff member will not forfeit the purchased leave but seek to have the leave deferred to be taken at a later stage. If the supervisor and the staff member agree that such purchased leave cannot be deferred, and there is no operational obstacle to the staff member resuming duty (e.g. no replacement staff have been engaged), the leave will be paid out and an adjustment made to leave accrued.

- f) For the purpose of assessing superannuation, a staff member who purchases leave will be considered as being employed on a part-time basis for the duration of the arrangement and superannuation contributions will reduce to the level based on their actual salary.
- g) Staff are encouraged to obtain information about the effect upon, and options for, superannuation entitlements from the Consultant: Superannuation before entering into this arrangement.

2.5 Rostered Days Off – Grounds Staff

- a) Full time Grounds Staff who work forty (40) ordinary hours per week will:
 - i) accrue one (1) day off per month to be taken at a time determined by the supervisor in accordance with the schedule of work; and
 - ii) take three (3) days off over the Christmas/New Year period. These days off are in addition to the 4 days accumulated time off for working a 37.5 hours week.
- b) Such paid days off will not be scheduled on a public holiday.
- c) Staff will qualify for overtime rates for time worked in excess of eight (8) hours per day.

3. ADMINISTRATION

3.1 Application

- a) An application for a flexible work arrangement for a **reduced work fraction** (clause 2.3 of this procedure) can be made by the staff member by submitting a Variation to Employment Hours request online at <https://bpi.unisa.edu.au>.
- b) All other applications for a flexible work arrangement should be made in writing to the staff member's supervisor specifying:
 - i. the arrangement requested;
 - ii. the effect the staff member thinks the arrangement would have on the University, staff, and their current work allocation, and how any adverse effects may be able to be addressed;
 - iii. the preferred date for implementation allowing sufficient time for replacement staff to be organised if required.
- c) Where applicable the application should include a calendar that clearly indicates the work pattern proposed.

3.2 Approval

- a) Approval by the University for a staff member to participate in a flexible work arrangement will depend on balancing operational requirements with increased flexibility options and choice for staff members.

- b) A flexible work arrangement requires approval by the appropriate staff member in accordance with the Vice Chancellor's Authorisations Framework.
- c) If an application is approved, it should be reviewed at reasonable intervals determined by the supervisor to ensure the arrangement is operating in a manner intended by this procedure.
- d) The period approved will not normally exceed twelve (12) months without review.
- e) The University may only refuse a request on reasonable business grounds under this sub-clause. If the University refuses the request, a written response must be provided to the staff member including details for the reasons for refusal. For the purpose of this sub-clause, a staff member includes long-term casual staff as defined by clause 5.5 of the Enterprise Agreement.

3.2 Record Keeping

- a) A staff member's participation in any flexible work arrangement will be recorded in writing and a copy of this record will be maintained on their personnel file. Appendix D is a sample record form.
- b) All leave entitlements that accrue during the term of a staff member's participation in a Reduced Employment Fraction flexible work arrangement will be paid on a pro-rata basis.

3.3 Financial Implications

- a) The staff member is encouraged to obtain independent advice about any financial implications that may arise from a flexible work arrangement.
- b) The University's Consultant: Superannuation will be available to assist staff to access information on the impact on their superannuation benefits when they move to a flexible work arrangement.

3.4 Termination

- a) Either party may initiate in writing the termination of a flexible work arrangement with no less than six (6) weeks' notice.
- b) If a staff member's employment is terminated during a reduction of employment fraction under this schedule for reasons of redundancy, the redundancy shall be calculated on the higher of:
 - the staff member's fraction at the time of termination; or
 - the staff member's average fraction over the total period of employment.

RESPONSIBILITIES AND/OR AUTHORITIES

Immediate Supervisor

The immediate supervisor is responsible for facilitating the management of flexible work arrangements in accordance with this procedure.

Staff Member

All staff are expected to manage their flexible work arrangements in accordance with this procedure.

People, Talent and Culture

People, Talent and Culture representatives are responsible for ensuring that appropriate authorisations have been obtained and that the FWA agreed is recorded.

People, Talent and Culture is responsible for the development, continuous improvement, and for providing advice in relation to implementation of this procedure.

REFERENCES

- Flexible Working Arrangements Application (HRIS O13)
- Special Leave Procedure

FURTHER ASSISTANCE

Management and staff may seek further advice from:

- Their immediate supervisor
- The relevant People, Talent and Culture Business Partners
- People, Talent and Culture website

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Amended: January 2019

Amended: July 2019

Amended: January 2020

NEGOTIATING FLEXIBLE WORK ARRANGEMENTS

Flexible work arrangements are based on discussion and negotiation with the aim of accommodating a staff member's request with the operational needs of the University. Factors that should be considered in any discussions include:

1. The staff member's role in the University

Revisit the staff member's position description and performance plan to ensure that the inherent requirements of the position can be effectively carried out under the proposed flexible work arrangements.

2. The costs and benefits

Consider the costs and benefits from both the University's and the staff member's perspective. Benefits might include:

- Increased morale and productivity;
- Reduced absenteeism;
- Professional/personal development.

Costs might include:

- Reduced availability of staff member;
- Disruption to services;
- Impact upon work of other staff.

3. The best outcome

During negotiations about flexible work arrangements, the staff member and supervisor should endeavour to identify those matters that can be agreed, those requiring further exploration, and alternatives that may satisfy the needs of the University and the staff member. The best outcome is where both parties understand each other's needs and accept the final decision.

If a flexible work arrangement is agreed, the agreement should be documented and placed on the personnel file. Consider using a trial period before agreeing to a longer-term arrangement. Appendix B provides a guide to what should be documented.

THE FLEXIBLE WORK ARRANGEMENT

1. Type of flexible work option agreed
 - Variable work time, purchased leave etc.
2. Time frame
 - Start date and duration of the arrangement/trial period.
3. Work schedule
 - Hours, days, weeks to be worked.
 - Flexibility to accommodate urgent or irregular work needs and unforeseen circumstances.
 - Commitment to attendance at meetings, conferences, training etc.
 - If a job share arrangement is to be implemented, consider the arrangements for effective communication between both staff members and the immediate supervisor.
4. Position description
 - Review the current workload allocation.
 - Identify any modifications to the position description such as what will be delegated, reassigned, or shared.
5. Physical set up, safety and security
 - How will the office space be used in the staff member's absence?
 - If a job share arrangement is to be implemented, how will both staff members be accommodated?
6. Evaluation
 - Identify how and when the arrangement will be reviewed and, if possible, the key factors to be considered in the review.
7. Other
 - Identify any other issues considered pertinent.

IMPLEMENTING JOB SHARE ARRANGEMENTS

Job sharing is the splitting of a position usually into two parts. There are a variety of ways for a job to be shared and set out below are examples of different types of arrangements. The examples are illustrative, not exhaustive, and arrangements to meet the specific needs in the work unit and of the staff members can be negotiated.

An agreed work time schedule must be developed. Communication between the staff members who are sharing the one role is critical and must be accommodated when determining a schedule. Supervisors should be aware that providing time for communication and hand-over is an additional cost to budget. However, the additional cost incurred may be offset by an increase in productivity. For example, schedules could include:

- Each staff member works two and a half days per week with a hand-over at mid-day on Wednesdays; or
- One staff member works mornings and the other works afternoons with a hand-over at mid-day.

An agreed allocation of duties must be determined. Continuity in the provision of services to the University should guide how duties are allocated among the staff members sharing a role. Work allocation arrangements could include:

- Job sharers have the same duties and responsibilities;
- Duties could be divided among job sharers according to business needs and interests of the job sharers;
- Job sharers could have some duties and responsibilities in common, and others which are specifically allocated to each person, all at an equivalent level/type; or
- Each job sharer could have discrete duties and responsibilities at an equivalent level/type.

Any job share arrangement needs to include a contingency plan in the event that one of the job sharers requests to withdraw from the arrangement, or finds a position elsewhere in the University, or resigns from the University. Options may include finding an alternative staff member with whom to job share, or terminating the job share arrangement.

FLEXIBLE WORK ARRANGEMENT RECORD

This record can be retained on the staff member's personnel file as a record of the agreed flexible work arrangement.

Section 1 EMPLOYEE DETAILS	
Employee ID <i>(essential)</i>	
Family Name	
Given Names	
Research Institute, Academic or Central Unit	
Fraction	
Section 2 FWA TYPE	
Identify type of FWA agreed; e.g.,	
<input type="checkbox"/> Variable Work Time	<input type="checkbox"/> Job Share
<input type="checkbox"/> Purchased Leave Arrangements (complete HRIS O13 form)	<input type="checkbox"/> Reduced employment fraction
	<input type="checkbox"/> Working from home
	<input type="checkbox"/> Other (specify)
Section 3 FWA DURATION	
Proposed commencement date of FWA:	
Proposed review/end date of FWA OR:	
How and when will the FWA be reviewed:	
Section 4 FWA SCHEDULE	
Identify the days/hours/weeks to be worked:	
What arrangements have been agreed to meet urgent, irregular, or unforeseen work circumstances:	
Comment on commitments to attend meetings, conferences, training etc.:	
If a job share arrangement is agreed, what arrangements for communication between staff sharing the job are agreed:	

Section 5 FWA RAMIFICATIONS	
List modifications/changes (if any) to work allocation to implement the FWA:	
How will office space be used in staff member's absence:	
If a job share arrangement is agreed, how will additional staff member be accommodated:	
Any other pertinent issues agreed as part of the FWA:	
Section 6 PURCHASED LEAVE ARRANGEMENT TYPE	
Complete the Flexible Working Arrangements Application (HRIS O13) form and submit to payroll. A copy can be retained with this record.	
Section 7 AUTHORISATION	
Authorising Office Name as per VC authorisation (please print your name)	
Authorising Officer Position	
Authorising Officer Signature	
Date Authorising Officer Signed	
Local PTC Officer Name	
Local PTC Officer Signature	
Local PTC Officer Contact Number	
Date Local PTC Officer Signed	

Authorising Officer Name as per VC delegations:

VC Delegations can be found at

<http://www.p.unisa.edu.au/cha/protocol&authrstn/default.asp>

Please print both the name and position of the authorised officer in the areas provided. The authorised officer is required to sign this document indicating approval of the flexible work arrangement.

People, Talent and Culture Business Partnership Officer Signature and name:

By signing this document the People, Talent and Culture representative is verifying that the appropriate VC authorisation for the flexible work arrangement has been sought.