

## 2.1.24 FLEXIBLE WORKING AT WINDERMERE

### Purpose Statement

To detail the parameters of entitlement to request for NES Flexible Working Arrangements, Time in Lieu (TIL), Rostered Days Off (RDO), 9 Day Fortnight, purchase of additional leave (51/52 or 50/52), and the framework for our Ways of Working (WoW); and the process for requesting, approving, recording, and calculating entitlements upon termination of employment.

### Scope

This policy applies to all full time, part time and casual employees. The application of this policy may depend on your employment status (ie full time or part time) which may impact on eligibility to apply.

### Definitions

**NES Flexible Working Arrangement** refers to the right for eligible employees to request flexible working in order to balance work demands with family responsibilities and changing personal circumstances under the National Employment Standards.

**TIL** refers to Time in Lieu, where an employee works additional pre-approved hours beyond their standard agreed hours and seeks to accumulate time for the additional hours work as opposed to payment (as applicable under relevant Awards).

**RDO** refers to a Rostered Day Off, where an employee negotiates to work additional set hours each day to allow them to take one day off every 4 weeks (without any reduction to hours worked). Employees who are approved to access a RDO work arrangement will have standard working hours of 8 hours per day or 40 hours per week.

**9 Day Fortnight** refers to an arrangement in which an employee works 76 hours over 9 days, each fortnight. This means that the employee will be required to work 8 hours and 27 minutes per day, for example working hours could be: 8:30am to 5:27 pm (inclusive 30-minute meal break).

**Standard Hours** (for the purpose of this policy) is defined for a fulltime employee as an average of 38 hours per week at 7.6 hours per day, with agreed work pattern confirmed prior to commencement and recorded in ConnX. Changes to standard hours requires written agreement.

**Span of Hours** will be subject to Employment Agreements and reference to the relevant Awards. Under the Awards they are:

- SCHADS – 6:00am to 8:00pm Monday to Sunday
- Health Professional & Support Workers Award – 6:00am to 6:00pm Monday to Friday
- Children's Services Award – 6:00am to 6:30pm Monday to Friday.



*Courage*



*Respect*



*Integrity*



*Commitment*



*Team Work*



*Curiosity*

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**51/52 and 50/52** is a flexible leave scheme where employees can choose to accrue an additional 1 or 2 weeks leave entitlement on top of their standard 4 week annual leave each year, by making an application to reduce the 52 week annual salary to either a 50 or 51 week salary.

**WoW** refers to the choice of flexible/remote work options that include office only, home only, or a mixed arrangement to a set roster or flexible days.

### Policy Statement

**That all employees have access to flexible working arrangements where possible aligned with the inherent requirements of the role they are employed to fulfil including the needs and potential impact on consumers, operational requirements of the organisation, safety and security of individuals, resources and systems, and potential psychosocial hazards.**

**Employees may elect and participate in their choice of only one of the flexible leave schemes contained within this policy, based on eligibility.**

**All arrangements will be assessed on an annual review however individual arrangements may be withdrawn at the request of the employee or at the discretion of Windermere, in particular when peaks occur due to a natural disaster.**

### Procedures

#### General Information

1. Applications for Flexible Working at Windermere can be requested at any time with an operational review occurring annually in January each year. Applications for flexible work need to be completed and submitted by the employee via the Application Individual Flexible Work at Windermere work flow form available at: [ConnX / My Details / Workflow Forms / Individual Flexible Work Arrangement](#).
2. Each request will be considered in line with the circumstances of an employee's needs, the inherent requirements of their role, team service requirements, and the safety and security of individuals, resources and systems including potential psychosocial hazards. Decisions or outcomes may differ in some circumstances due to operational requirements at the point in time at which an application is made.
3. Approved flexible working arrangements may be subject to a trial period or established on a temporary basis.
4. Approved flexible working arrangements will commence at the start of a pay period, and not midway through a pay period.
5. Approved flexible working arrangements may also include but are not limited to:
  - a. Part-time work – this option allows employees to reduce their hours to enable them to meet commitments outside of work. A request can be made for a permanent or temporary (i.e., fixed period) change to part-time hours by the Supervisor / Manager and by submitting a Request to Change Employment Conditions form on ConnX.
  - b. Changes to work pattern – this enables employees to alter their start and finish times within the Relevant Award span of hours to support family commitments or to meet other personal needs, provided these arrangements do not adversely impact organisational requirements.

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- c. Changes to location of work – this enables the employee to work from home or another location. If the request involves working from home, the Working Remotely and Work From Home (WFH) policy and processes must be adhered to and [Windermere Flexible/Remote Ways of Working Framework](#) (WoW) requirements maintained.
6. Flexible working arrangement options may be impacted by the provisions of, the relevant Modern Award and/or National Employment Standard (NES) applying to an individual's employment. Consistent with the key principles of this policy, Windermere may incorporate arrangements into an agreement, such as a review of the employee's role and responsibilities.
7. A request for flexible working arrangement will have a better off overall test (BOOT) assessed and may be refused on the following grounds (but not limited to):
  - a. The request would be too costly for Windermere;
  - b. There is no capacity to change the working arrangements of other employees to accommodate the new working arrangement requested by the employee;
  - c. It would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
  - d. The new working arrangements requested by the employee would be likely to result in significant loss of efficiency or productivity;
  - e. The new working arrangements requested by the employee would be likely to have a significant negative impact on services provided to consumers; or
  - f. If the new working arrangements are likely to impact on team productivity or cohesion, planning activities or broader organisation requirements.
8. The manager must endeavour to provide written reasons for its decision to approve or refuse the employee's request for a flexible working arrangement. The decision is to be made by the manager in conjunction with the relevant Director (if applicable) within 21 days of the request. All correspondence regarding and relating to the flexible working arrangement request will be communicated directly to the employee and /or via the ConnX *Individual Flexibility Arrangements* workflow form.
9. Asoutlined above, Windermere will conduct an annual review of all flexible working requests commencing in January each year. The annual review will be initiated by the P&C team, who in collaboration with Supervisors/Managers will review holistically teams individual flexible working arrangements. If throughout the review circumstances have changed, Windermere reserves the right to consult with employees to either change or cease individual flexible working arrangements in order to preserve the operational needs of Windermere and consumers.
10. All flexible work arrangements are subject to review throughout the approved period and may be withdrawn prior to the approved end date due to a lack of mutual benefit or performance issues.

Any complaints or disagreements about the process or outcome should follow the 2.1.9 Complaints, Grievances & Investigation Policy and Procedure.

### **NES Flexible Working Arrangement**

1. The National Employment Standards, the Fair Work Act 2009 (Cth) and relevant Awards outline the circumstances under which an employee may request a change in working arrangements. These circumstances include where the employee:

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- a. Is the parent, or have responsibility for the care, of a child who is of school age or younger;
  - b. Is the carer (within the meaning of the Carer Recognition Act 2010);
  - c. Has a disability;
  - d. Is 55 years of age or older;
  - e. Is experiencing violence from a member of their family; or
  - f. Provides care or support to a member of their immediate family or household, who requires care or support because they are experiencing family violence.
2. To be eligible to request these flexible working arrangements, the employee must be a full time, part time or casual employees who has worked for Windermere on a regular and systematic basis. Flexible working arrangements need to benefit both the individual and Windermere. There is no 'one size fits all' formula that can achieve this, hence a partnership and shared responsibility between employees and management is key to identifying issues and discussing workable flexible arrangements. Applications for flexible work arrangement can be submitted at any time and is available at: [ConnX / My Details / Workflow Forms / Individual Flexible Work Arrangement](#).

### ***Additional Hours***

#### **Approval**

In order to provide a quality service to consumers, employees are sometimes required to work small amounts of additional time (to meet consumer needs and ensure business continuity). This is considered part of the working responsibility of all employees. Every effort is to be made to keep additional work hours to a minimum.

1. Windermere acknowledges that on some occasions employees may be asked to work hours outside of their pre-approved hours to meet the needs of our consumers. It is acknowledged that some employees may prefer to alter their start and finishing times to meet these needs as opposed to working longer hours, overtime/penalties or accumulating pre-agreed TIL. To accommodate this preference, arrangements are to be negotiated on an individual event basis. This is not to be viewed as a permanent arrangement and must be negotiated and agreed to with their supervisor/manager.
2. Windermere's ability to absorb significant variations in increased labour costs is limited, therefore employees cannot exceed their agreed hours of work (except when accessing RDO or 9-day fortnight arrangements) without prior written authorisation by their supervisor/manager, and this is to only be given if the extra time is deemed necessary. Wherever possible, at least 24 hours' notice is to be given to the supervisor/manager of the requirement to work additional hours and must be confirmed in writing by the supervisor/manager prior to occurring. Failure by an employee to obtain written approval to work additional hours, prior to completing those hours, will result in those hours not being recognised by Windermere as overtime.
3. Under extenuating circumstances such as an immediate consumer need or tasks of significant importance that cannot be deferred until the next working day, the employee may exercise self-discretion. The employee must inform their supervisor/manager for post-approval as soon as practicable. Lack of prior planning by the employee does not constitute an extenuating circumstance. It is the responsibility of the supervisor/manager to monitor and review extenuating circumstances.

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4. Windermere will not be responsible for extra hours worked by the employee which have not been authorised by their supervisor/manager in advance. Working additional hours may also adversely affect the wellbeing of the employee and the quality of service provided hence the requirement for supervisors/managers to closely manage the hours worked by each employee.
5. When an employee works additional hours, it must be recorded on the employee's fortnightly ConnX timecard and approved by the employee's supervisor/manager by adding a comment under Manager's comment field at the bottom of the employee's timecard. Further, when an employee requested TIL instead of payment for overtime, an individual agreement must be entered into between the employee and the supervisor/manager outlining:
  - a. The number of overtime hours to which it applies and when those hours were worked;
  - b. That the employer and employee agree that the employee may take time off instead of being paid for the overtime;
  - c. That, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
  - d. That payment will be made in the next pay period.

### **Accrual of Time in Lieu**

1. TIL is applicable to all employees, excluding those on an executive contract.
2. Employees may accrue up to a maximum of 15.2 hours TIL before it must be taken. Managers have authority to direct employees to take accrued TIL when TIL reaches the maximum permitted level.
3. Time worked less than 15 minutes beyond the ordinary work hours on a single day does not constitute TIL.
4. TIL accrues on a minute for minute basis once an initial 15-minute block has been worked beyond the ordinary working hours on a single day. The accrual is inclusive of the initial 15 minutes.
5. TIL will be accrued at time for time and paid at penalty rates at the time that it was worked as prescribed in relevant Awards based on the supervisor's/manager's authorisation to work on such days; and part time employees may accrue penalty rates only where the employee's total hours for that week are more than 38 hours, for work performed:
6. TIL may only be accrued for a maximum of 6 months and should either be taken by the employee at a mutually agreed time, or alternatively TIL will be automatically paid to the employee within the next pay cycle at the rate that the time was accrued.

### **Taking time off in lieu of overtime**

1. Employees may take hours accrued due to overtime requirements as TIL, instead of payment, at a mutually agreed time. Employee requests for this will be granted at the discretion of the supervisor/manager taking into consideration the operational and service delivery requirements of the service.
2. TIL is taken this must also be approved by the Supervisor by submitting a leave application and selecting the leave type 'TIL'.



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### Termination of Employment

1. Windermere will pay out any pre-agreed accrued TIL when an employee terminates their employment or if the organisation terminates their employment at the rate applicable should the employee have been paid overtime/penalty rates. An employee may be granted authorisation to take TIL during their notice of termination period, if mutually agreed upon by the employee and their supervisor/manager.

### *Rostered Day Off*

1. RDOs are only applicable to full time employees, excluding those on an executive contract.
2. RDOs are to be mutually agreed upon between the employee and their respective supervisor and manager, taking into account the impact on service delivery and the organisation.
3. An annual review for current and new RDO arrangements will be conducted by the relevant Service Manager in January as outlined in section 9 under Procedures.
4. Any application for RDO's must commence from the beginning of a pay period.
5. Employees are only eligible to participate in the RDO scheme if they **do not already have a 50-52 or 51-52 flexible leave arrangement** or a 9-day fortnight in place. Employees may only choose to participate in one of these schemes.
6. The RDO is a result of the employee increasing their usual work hours of 7 hours and 36 minutes per day to 8 hours per day. Over 19 days this variation accumulates an additional 24 minutes per day to enable a day off every 4 weeks.
7. The supervisor/manager and employee must mutually agree on a nominated day each month for the RDO to be taken. The supervisor/manager and employee must ensure that this arrangement minimises disruption to service provision and imposition on colleagues. Prior arrangements should be made with the supervisor/manager, should the employee foresee an inability to take the nominated RDO.
8. All RDOs taken must be entered into the timecard.
9. RDOs are to be taken each month as they accumulate. A maximum of 1 day only (7.6 hours) will be authorised to accumulate at any given time, unless permitted by the supervisor/manager due to exceptional circumstances. RDO's taken must be 7.6 hours and cannot be pro-rated.
10. RDO's do not accumulate on workers' compensation, long service leave, special leave or leave without pay. However, RDO's will accumulate on personal leave, annual leave and public holidays.
11. RDO's must not be taken in lieu of Annual Leave or Personal Leave.
12. If an employee is sick or on annual leave when their RDO falls due, this day will still be recognised as an RDO and is not considered to be personal leave or annual leave.
13. If a RDO falls on a public holiday, that day will be recognised as a public holiday and the RDO must be taken as soon as practicable after the public holiday.
14. Should an employee wish to participate in the RDO scheme or defer further involvement, 1 month notice must be given to the supervisor/manager to make the necessary payroll adjustment.
15. Employees who cease employment with approved accrued RDO hours will have these hours paid out in their final pay.

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### 9-Day Fortnight

1. All full-time employees are eligible to request a 9-day fortnight agreement, and confirmation of any such arrangement must be mutually agreed between the employee and their respective Supervisor / Manager, taking into account factors including but not limited to the impact on service delivery, and the broader organisation.
3. An annual review of all 9-day fortnight arrangements will be conducted by the Services Manager in January each year. Any changes to a 9-day fortnight arrangement must be made by the employee by completing an Individual Flexible Work Arrangement workflow form. This form can be accessed at: [ConnX / My Details / Workflow Forms / Individual Flexible Work Arrangement](#).
2. Any application for a 9-day fortnight must commence from the beginning of a pay period.
3. Employees are only eligible to participate in the 9-day fortnight scheme if they do not already have a 50-52 or 51-52, or RDO flexible leave arrangement in place.
4. The 9-day fortnight is a result of the employee increasing their usual work hours of 7 hours and 36 minutes per day to 8 hours and 27 minutes per day (this equates to 8.45 hours per day).
5. The supervisor/manager and employee must mutually agree on a nominated day that will remain as their permanent non-workday for the fortnight. The supervisor/manager and employee must ensure that this arrangement minimises disruption to service provision and imposition on colleagues. This day cannot be changed unless a new request is received and considered or the day off falls on a Windermere All Staff or Team event. In this instance, the day will need to be swapped to another day within the same fortnight period.
6. A 9-day fortnight must not result in Windermere incurring any additional financial expense.
7. A 9-day fortnight is a 9-day work pattern working longer days at 8.45 hours per day.
8. Public Holidays will only be paid where these fall on a day that form part of an employees' regular 9-day work pattern. Employees can only apply to change their 9-day work pattern for any given fortnight where there is a scheduled work event that they are required to attend (i.e., Agency Forum or end of year celebration).
9. Should an employee wish to participate in the 9-day fortnight scheme or defer further involvement, 1 month notice must be given to the supervisor/manager to make the necessary payroll adjustment.

### 50/52 and 51/52 Flexible Leave Scheme

1. The employee's fortnightly salary is reduced on the basis of purchasing either one or two weeks leave. Therefore, the fortnightly salary is reduced evenly over a 52-week period to compensate for the additional leave. Employees who consider applying for the Flexible Leave Scheme are encouraged to seek financial advice to ensure that they clearly understand and can manage the loss of a proportion of the fortnightly salary.
2. Employees are only eligible to apply for the Flexible Leave Scheme if they **do not already have an RDO or 9-day fortnight arrangement** in place. Employees are to be advised they may only choose to participate in one of these options.

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3. Employees are eligible to apply for Flexible Leave Scheme if their annual leave balance (refer to Subtotal column of your current leave balance on ConnX) does not exceed 228 hours or 6 weeks (pro rata for part time employees).
4. An employee requesting to participate must have the approval of the Program Manager. Additional leave will need to be planned to ensure that the changed staffing arrangements does not impact adversely on the operational requirements of the service.
5. An employee's participation in the Scheme will result in the reduction of Superannuation payments based on the reduced salary paid to them for that year.
6. The purchased leave through the Scheme does not attract leave loading. Leave loading payable is averaged out over the 5 weeks (if 51-52) or 6 weeks (if 50-52) of Annual Leave (pro rata for part time). All periods of Annual Leave, and Personal Leave taken, will be paid at the rate of 50-52 or 51-52 for that 12 month period. Periods of Long Service Leave taken during the Scheme will be paid at the applicable 50-52 or 51-52 rate for that period.

### ***Individual Flexibility Arrangements***

1. Employees who wish to alter their span of hours outside the Award span of hours need to complete an Individual Flexible Arrangement which will go through a comprehensive review to ensure suitability including the application of a better off overall test. This form can be accessed: [ConnX / My Details / Workflow Forms / Application for Flexible Work Arrangement](#)

### ***Ways of Working (WoW)***

1. Ways of Working (WOW) has been developed under a [Windermere Flexible/Remote Ways of Working Framework](#) (Intranet/Key Documents/Ways of Working Infographic). It offers a choice of flexible/remote work options, to accommodate both worksite needs and increase employee choices where suitable and possible. These options include:
  - a. All working days at office
  - b. All working days at home (exceptions apply, refer to WoW infographic)
  - c. Mixed arrangement set roster
  - d. Mixed arrangement flexible days.
2. WoW arrangements outline:
  - a. What will be required of you
  - b. How Windermere will support you
  - c. What resources will be provided
  - d. What you will need to supply
  - e. Standard expectations relating to your obligations depending on which WOW option you choose.
3. With a dispersed workforce, WoW aims to ensure that we all have broader options in the way we work and remain connected to Windermere and as much as possible, to each other hence the requirement for all employees to attend Windermere nominated meetings/activities in person will be upheld and in accordance with the Remote Working and Work From Home Policy.
4. All employees are required to maintain their standard hours and meet all employment obligations.



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5. All employees are required to remain in close contact with their supervisor/manager who are equally required to remain in close contact with their direct reports/teams.
6. If you choose to undertake personal travel during your standard work hours, such as leaving the office or an appointment with the intention of returning to home-based work, refer to the table below for details of your obligations.
7. For details on claimable mileage refer to the *Vehicle Usage & Mileage Claims policy* (Intranet/policies/operational/Administration & Physical Resources).
8. Any deviations outside of the below must be discussed with your supervisor/manager and changes must be reflected within your timecard.

| Flexible Working Scenarios   | Paid Travel Time | Comments/Clarification   |
|--|------------------|--|
| First appointment of the day is at a consumer's house/school etc. Staff member leaves from home for this appointment, having not completed any work remotely prior to appointment. | No               | Start and end times can be flexed to accommodate this mileage, claimable only if km's travelled are in excess of what usual travel to work is, but then need to consider if use of pool car is a better option if travelling past or close to a Windermere site on the way to first appointment.<br><br>Timecards will need to reflect worked hours. |
| First appointment of the day, travelling from home to appointment - admin work completed prior to travelling to visit.   | Yes              |  |
| First appointment of the day, travelling from office.  | Yes              | Need to use pool car (if available) and returning back to office.  |
| Travel between appointments.   | Yes              | Provided the appointments are consecutive (i.e., there is no substantial break).   |
| Appointments for morning or part day only, then returning to home to work remotely for remainder of day.   | Yes              |  |
| Final outreach appointment of the day, travelling back to office.  | Yes              |  |
| Final outreach appointment of the day, travelling to home - work completed at home after visit (if the home is closer than the office).  | Yes              |  |
| Final outreach appointment of the day, travelling from appointment to home - no work completed after visit.  | No               | Timecards will need to reflect worked hours.   |

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| Flexible Working Scenarios   | Paid Travel Time | Comments/Clarification   |
|--|------------------|--|
| Travel between sites for non-consumer session.   | Yes              |  |
| Work from home, then travel to a Windermere office at some time the same day for planned work appointments.                      | No               | Timecards will need to reflect worked hours.                             |
| Working from home then called into the office for unplanned appointment or emergency - emerging or active (e.g., server outage). | Yes              |  |
| Working from office and decide to return home at some time during the day to continue working – choice made by employee.         | No               | No planned appointments.<br>Timecards will need to reflect worked hours. |
| Working from home and decide to attend an office at some time during the day to continue working – choice made by employee.      | No               | No planned appointments<br>Timecards will need to reflect worked hours   |

### Notes to table:

1. If working from the office, all staff should start their day from the office as if it is a regular planned day. Employees are required to arrive at their standard scheduled commencement time.
2. Definitions:
  - **Planned appointments** refers to an in-person appointment, meeting, supervision session that you have been advised of greater than 24 hours prior (1 full working day).
  - **Unplanned appointment** is a reasonable request from your supervisor or a consumer to attend a work site or office for an appointment or to manage an active or emerging emergency.

### Changes to policy

Windermere may amend this Policy from time to time in accordance with legislative changes and organisational requirements. Employees will be informed of any changes that are made.

### Standards

- QIC Health and Community Services Standards
- Human Services Standards
- National Quality Framework for Early Childhood Education and Care Services including Education and Care Services National Law & Regulations 2011
- Victorian Child Safe Standards
- Victims of Crime Service Standards & Charter
- National Disability Insurance Scheme (Provider Registration and Practice Standards) Rules 2018
- Rainbow Tick Standards

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### Relevant Legislation

- Fair Work Act 2009
- National Employment Standards
- NDIS Act 2013

### Policies & Links

- [Social, Community, Home Care and Disability Services Industry Award 2010](#)
- [Health Professionals and Support Services Award 2020](#)
- [Children's Services Award 2010](#)
- Vehicle Usage & Mileage Claims policy
- Flexible Leave Scheme 50-52/51-52 policy
- Annual Leave policy
- Leave Without Pay policy
- Long Service Leave policy
- Study Leave policy
- Family Violence policy
- Complaints, Grievance & Investigation policy

*For queries or concerns related to this policy, contact the QI Team:*

[policy@windermere.org.au](mailto:policy@windermere.org.au)