



COMMUNITY AND PUBLIC  
SECTOR UNION

SPSF GROUP NSW BRANCH  
ABN 11 681 811 732

In Reply Please Quote *LN:ndef CN 122153*

18 September 2019

Ruth Hartmann  
Employee Relations Officer  
Human Resource Services  
The University of Newcastle  
University Drive, Callaghan, NSW 2308

By email: [ruth.hartmann@newcastle.edu.au](mailto:ruth.hartmann@newcastle.edu.au)

Dear Ms Hartmann

**Re: Feedback on Library Guidelines- Flextime**

CPSU, the Community and Public Sector Union (CPSU NSW) would like to thank the University for the opportunity to provide feedback on the proposed guideline for Flextime accrual and leave within the library.

We have had considerable feedback from our members and have the following concerns.

**General Principals**

*“Note: Fractional Staff (i.e. part-time staff with total work allocation less than 1.0FTE) and staff who have entered into a Flexible Working Arrangement where they are working less than an average of 35 hours per week or an Approved Scheme (EG 9-day fortnight) are not eligible to accrue Flextime.”*

Nowhere in the agreement does it stipulate that fractional staff are unable to accrue flex time. Fractional Staff are generally entitled to the same as fulltime staff on a pro-rata basis.

**Clause 49.7**

*“Continuing, fixed-term and contingent employment may be on a full-time or a part-time basis. Part-time entitlements are paid on a pro rata basis calculated according to the fraction of full-time hours worked”.*

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160 Clarence Street, Sydney NSW 2000    T 1300 772 679    W [www.psa.asn.au](http://www.psa.asn.au)  
GPO Box 3365, Sydney NSW 2001    F (02) 9262 1623    E [cpsu.nsw@psa.asn.au](mailto:cpsu.nsw@psa.asn.au)

The CPSU NSW is the Federal Counterpart of the Public Service Association of NSW. CPSU NSW members are also members of the PSA.

Part time staff are disadvantaged if they cannot access flextime and this has been custom and practice for at least the last 3 Enterprise agreements (none of the clauses regarding flexible work have changed). This would also be to the detriment of the workplace as all part time employees would no longer finish work outside their contract hours.

The part-time employees would however be eligible for the clause below:

#### **Clause 43.9**

*“Where a part-time staff member works more hours per week than their ordinary part-time hours of work per week, but not in excess of the ordinary hours of duty for a full time staff member in the same classification, the staff member will be paid at the ordinary rate of pay for each additional hour so worked.”*

It would make sense for the University to utilise the flexible work arrangements to cover the workload where the part time employees have worked over and beyond their contract hours of work to facilitate work being finished.

#### **Flextime accrual**

- 1. Flextime is to be accrued within the working hours as stated on the flex sheet form (i.e. 7am - 7pm, Monday to Friday)*
- 2. Staff may accrue a flextime credit during each 4-week period. Normally staff would accrue 1 day per 4-week period. For example, working an average of 30 minutes' flextime per day over a 4-week period*
- 3. Regular accrual of flextime above the average 30 minutes per day over a 4-week period must be discussed with the supervisor (in advance) and be for an agreed business need (eg request by supervisor, critical work to be undertaken within a short timeframe, rostered cover of staff absence, etc).*

#### **Clause 51. Span of hours**

*“Category 2 - Library staff - span of hours of work - 8am to 10.15pm. Monday to Friday; according to roster but not exceeding 8 hours in any 1 day.”*

The flex time clause only discusses staff as a whole, there is no exclusion of part time employees, infact on the flex sheets that record time spent working there is an accrual of flex for part time employees.

#### **Flex Leave**

*“Flextime credits should be cleared by staff within each settlement period by:*

*Commencing duties later or finishing duties early, as agreed between the staff member and supervisor; or*

*In exceptional circumstances, with prior supervisor approval taking up to 2 days of Flex-leave during the settlement period.”*

## **Clause 54.5**

*“The period of 4 weeks immediately following the period where a credit or debit has been created will be the settlement period. The maximum amount of absence on flextime to be taken during any one settlement period is 14 hours’ subject to pre-approval.”*

This therefore means that the guidelines are not correct. It is not in exceptional circumstances that a staff member can take 2 days’ flex leave in a period, it is the maximum amount of time. All flex leave must have prior approval before taking.

### **Recommendations:**

1. That part time employees carry on utilising flexible working arrangements as has been custom and practise.
2. That staff are able to utilise their flex leave up to 2 days with prior approval and not just in exceptional circumstances.
3. That the policy be rewritten to come in line with the enterprise agreement.

Please contact CPSU NSW A/Senior Industrial Officer Lisa Nelson, 0409 990579 or [lnelson@psa.asn.au](mailto:lnelson@psa.asn.au) in relation to this matter.

Yours Faithfully,



**Lisa Nelson  
For Stewart Little  
State Branch Secretary**