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## CS ENERGY PROCEDURE

# FLEXIBLE WORKING ARRANGEMENTS CS-HR-69

Responsible Officer: Corporate Human Resources Business Partner  
Responsible Manager: Head of Human Resources  
Responsible Executive: Executive General Manager Corporate Services

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### DOCUMENT HISTORY

Key Changes	Prepared By	Checked By	Approved By	Date
Original Release	T Taylor	N Black	K Best	16/06/2016
Job Title updates and minor wording changes	B Turnbull	D Pickering	M Wickson	19/11/2018



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## 1 PURPOSE

CS Energy is committed to providing a workplace culture that builds respect, fosters inclusiveness, promotes diversity and embraces the unique skills and qualities of all its employees. To support this culture CS Energy aims to provide the right environment and flexible working conditions to encourage maximum workforce participation.

This procedure outlines some of the working configurations (flexible working arrangement options) available to employees to help achieve a balance between their work and personal lives.

## 2 SCOPE

This procedure applies to the administration of and conditions associated with the flexible working arrangements available within CS Energy, which may include but are not limited to part-time, job-share, flexible working hours and flexible arrangements for taking leave and purchased leave.

This procedure is effective from 1 July 2016.

## 3 GUIDELINES

CS Energy encourages leaders and employees to consider the possibility of utilising flexible working arrangements and lifestyle friendly work practices as a way of helping employees balance the demands of work and personal life and maintain a diverse, adaptive and high performing workforce. Flexible working arrangements are also important in assisting in the attraction and retention of valuable skills and enables greater workforce participation by diverse groups such as women, older workers, employees with disabilities and those with family and carer responsibilities.

CS Energy will consider requests for flexible working arrangements on a case by case basis taking operational and business requirements into consideration in conjunction with all relevant workplace legislation (including the *Fair Work Act 2009*), awards and the relevant enterprise agreements. Not all options will be appropriate and/or available in all work areas.

## 4 ELIGIBILITY

All CS Energy employees are eligible to request a flexible working arrangement.

## 5 ROLES AND RESPONSIBILITIES

### 5.1 Employees

Employees are responsible for:

- discussing their desire for flexible working arrangements and the change sought with their manager; and
- submitting their request in writing.

### 5.2 Management

Management are responsible for:

- discussing the employee's request for flexible working and understanding the desired outcome;
- giving genuine consideration to the request;

- taking the needs of the organisation and the employee's circumstances into account;
- considering the impact of such arrangements on other employees directly affected;
- considering the specific employment conditions of the employee as provided in the relevant enterprise agreement or employment contract; and
- responding to all written requests in writing within 21 days including providing the employee with the reasons if the request is not approved.

## **6 FLEXIBLE WORKING ARRANGEMENT AGREEMENTS**

Flexible working arrangements must be agreed between the employee and their Manager / Supervisor and are to be documented. All flexible working arrangement requests require approval from the employee's Manager one Removed (MOR).

Flexible working arrangements will be subject to regular reviews to ensure the arrangements continue to meet the individual and business needs. The frequency of the reviews should be determined as part of the agreement and will be dependent on the arrangements sought.

Supervisors / Managers should seek support from their Manager in determining the appropriateness of a flexible working request and from Human Resources following the receipt of a request.

Flexible working arrangement requests will be assessed on a case by case basis and will take into consideration the needs of the business, type of work performed and the employee's individual circumstances. Each request will be considered on an individual basis and not considered a precedent for any future applications.

## **7 FLEXIBLE WORKING ARRANGEMENT OPTIONS**

### **7.1 Part-time Employment**

Part-time employment is when the employee's regular hours of work each week is less than full-time hours.

Part-time employment is provided to allow increased flexibility of working arrangements where it suits the employee and the operational and business requirements of CS Energy.

Part-time arrangements will be considered upon a request being made in accordance with this procedure.

The general employment conditions of part-time employees are similar to those of full-time employees, although benefits and entitlements reflect the reduced number of hours worked.

Upon commencement of a part-time working arrangement, CS Energy and the employee will agree in writing on the pattern of work required, including the number of ordinary hours of work per week, the days on which the work is to be performed and the usual starting and finishing times. These original arrangements may later be varied by mutual agreement, in writing, between CS Energy and the employee.

Refer to the relevant enterprise agreement for further details.

Not all roles will be suited to part-time working arrangements. Whether or not part-time work can be accommodated in a particular role will be assessed on a case by case basis. In some cases a job share arrangement may be considered.

## 7.2 Job Sharing

Job sharing is an arrangement in which one full-time position is shared between two (or more) part-time employees on a regular, on-going basis.

Job share arrangements will be considered upon a request being made in accordance with this procedure.

A job share position can be created from an existing full-time position by the request of the full-time employee holding the position.

The conditions under which the job-sharing arrangement operates must be clearly set out in writing and include the following:

- Days and hours of work for each employee;
- Hand over and communication processes; and
- Any specific tasks.

An employee working under a job-sharing arrangement is considered to be a part-time employee and all benefits and conditions will be provided as per the relevant enterprise agreement.

## 7.3 Purchased Leave

CS Energy provides the ability for employees to access additional leave for proportionate salary providing flexibility for employees who wish to extend their leave options for personal reasons. Further details are available in the CS Energy procedure for Additional Leave Purchase CS-HR-44.

## 7.4 Transition to Retirement

The transition to retirement is intended to allow employees the opportunity to transition from full-time employment over a period of time, while reducing their hours and sustaining their income.

This transition period is of mutual benefit as it not only allows employee's a period of adjustment or transition to prepare for retirement but also provides CS Energy with the opportunity to plan for the employee's retirement by ensuring corporate knowledge is transferred and appropriate ongoing resourcing is in place prior to the employee's retirement.

Employees who have reached the preservation age (as set by the ATO) are eligible to request transition to retirement arrangements.

Transition to retirement arrangements are detailed in the CS Energy procedure for Transition to Retirement CS-HR-67.

## 7.5 Flexible Work Hours

Flexible working hours allows the employee flexibility around their start and finish times without affecting their entitlements or total working hours. This arrangement enables employees to start and finish earlier or later, or work longer hours some days and shorter hours on other days.

## 7.6 Compressed Working Hours

Compressed working hours typically provides for full-time hours to be worked over less number of days by increasing the hours worked on each attendance. An employee working this type of arrangement would maintain their full-time employment status and continue to accrue leave entitlements at the full-time rate.

## 7.7 Telecommuting / Working Remotely

Telecommuting or working remotely, involves the employee working away from their usual place of work (usually working from home). Not all roles will be suited to this type of arrangement and CS Energy has a duty of care to ensure that the work environment is safe for its employees. CS Energy will determine in consultation with the employee the requirements of each telecommuting / working remotely arrangement including the equipment required and the work environment. It is expected that the employee will provide the necessary work environment including internet and home office requirements, and will incur any costs associated with setting up a remote work place, including home office. Where an employee is unable to provide the necessary environment to perform their work remotely, CS Energy may provide this equipment at its sole discretion.

A risk assessment of the home work environment will be required to ensure health and safety standards are met.

The employee will be required to spend part of the work week at the regular workplace to ensure continuity of communications, minimise isolation and provide access to work facilities that may not otherwise be available.

## 7.8 Flexible Working Arrangements outlined in Enterprise Agreements

There are various flexible working arrangement provisions in each enterprise agreement. Arrangements provided for in these agreements are not subject to the application process outlined in this procedure and will be applied as per the provisions in the enterprise agreement.

## 7.9 Other Arrangements

Requests for flexible working arrangements are not limited to the options outlined in this procedure.

Requests for an arrangement which is not identified in this procedure will be considered in accordance with this procedure.

This procedure does not prevent informal, ad-hoc arrangements being agreed to by a manager for an employee to meet unexpected, immediate and short term needs nor the acceptable, informal application of flexibility in the day-to-day management of ordinary work hours.

## 7.10 The Agreement

Where CS Energy and an employee agree to a flexible working arrangement, the agreement must be documented in writing and signed by the employee, their Manager / Supervisor and approved by the employee's MOR. The agreement should document:

- the commencement date of the agreement;
- agreed flexible working arrangements including the employee's pattern of attendance; the start and finish times for each attendance; the total number of ordinary hours of work to be performed by the employee each week; and
- if the employee is to transition from full-time employment to part-time employment, details of how the employee's leave and incentive / performance payments will accrue on a pro rata basis, including any proportional reduction to KPIs which form part of an incentive arrangement.

The application of any of the above options will be agreed prior to commencing the flexible working arrangement.

Once a flexible working agreement is in place, it may be varied by mutual agreement between both parties.

A flexible working agreement may be terminated with 28 days written notice by either party. On termination of the flexible working agreement, where an employee had converted to part-time employment and wishes to revert to full-time employment, the applicable enterprise agreement will apply.

## **7.11 Employee Benefits**

On commencement of a flexible working agreement, an employee's benefits will accrue in accordance with the applicable provisions of the relevant legislation and enterprise agreement. For example, an employee who changes employment status by moving from full-time to part-time employment will accrue leave and participate in incentive/performance schemes on a pro rata basis.

## **8 HEALTH AND SAFETY**

The approval of any application for, or ongoing operation of a flexible working arrangement must take into consideration any health and safety risks that may be associated with the arrangement. A risk assessment must be conducted by the employee and their Manager / Supervisor to identify controls for the working arrangement (for example, working remotely, fatigue and treatment of injuries and access to first aid). If conditions change the risk assessment must be reviewed.

## **9 HOW TO APPLY FOR FLEXIBLE WORKING ARRANGEMENTS**

The employee should discuss their request for flexible working arrangements with their Manager / Supervisor and place their request in writing using the Request for Flexible Working Arrangements Form (S2226).

The Supervisor / Manager will discuss the request with their Manager (as appropriate) for a final decision.

The employee will receive written advice on the outcome of their flexible working arrangements request within 21 days of submitting their written request.

If the Manager / Supervisor is not able to support the application, any reasonable alternative arrangements should be considered and discussed with the employee. Where agreement cannot be reached and the request for flexible working arrangements is not approved, the Manager / Supervisor will outline the reasons for declining the request, in the written response.

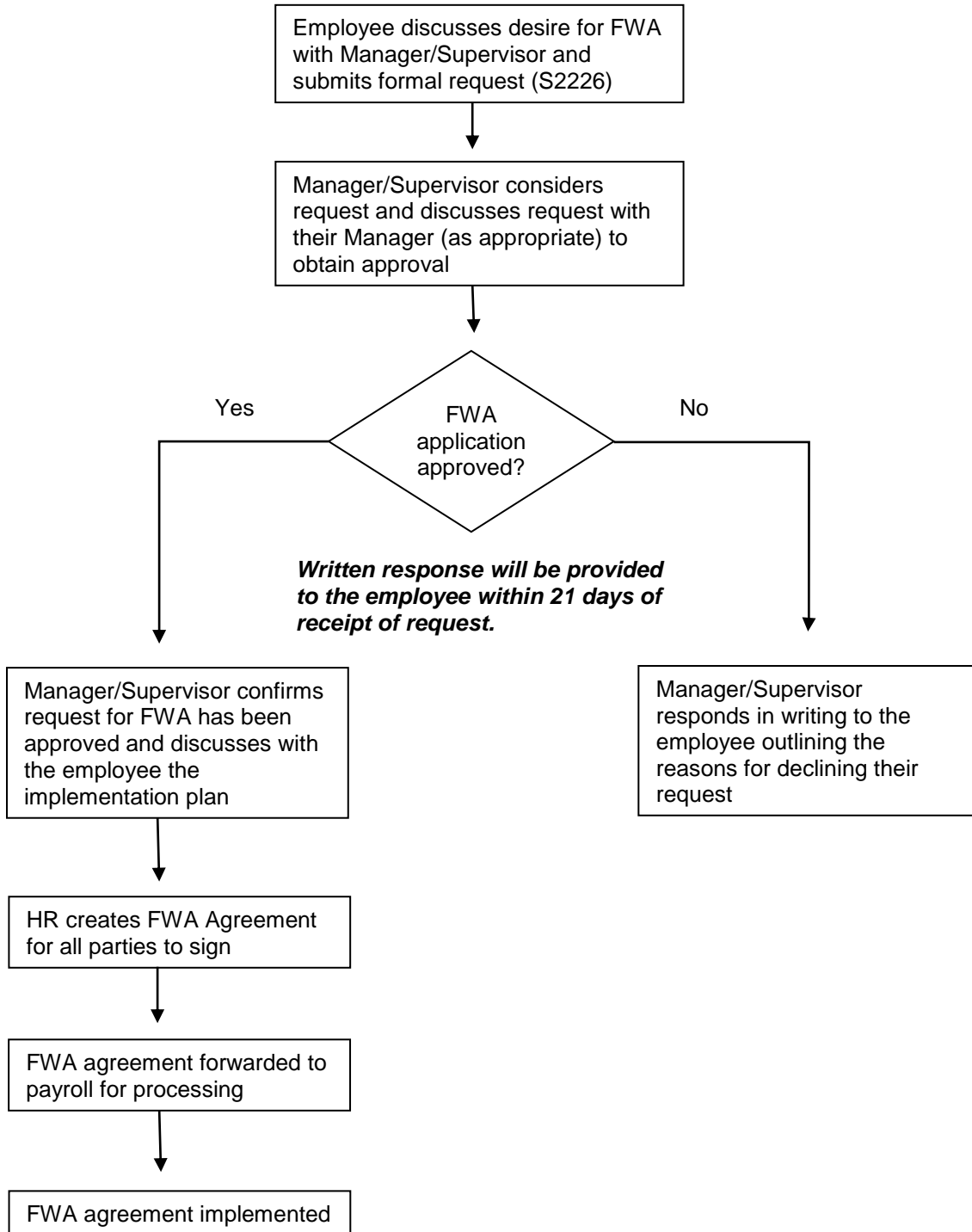
## **10 IMPLEMENTING APPROVED REQUESTS**

In circumstances where a request is approved, the arrangement will be recorded in writing (which may include a variation to the employee's terms of employment). The written agreement will, at a minimum include:

- names of the parties;
- date of commencement and termination (where applicable) of the arrangement;
- outline the details of the employee's terms and conditions of employment under the arrangement;
- outline any conditions imposed on the arrangement (e.g. subject to trial period, or continued level of performance etc) and consequences of the conditions not being met;
- details for the termination of the arrangement; and
- signed by the employer and the employee.

Each flexible working agreement must comply with the enterprise agreement relevant to the employee. In the event that there is inconsistency between terms of the flexible working agreement and the applicable enterprise agreement or other legislative obligations, then the flexibility agreement will cease to have effect.

## 11 PROCESS FOR REQUESTING FLEXIBLE WORKING ARRANGEMENTS (FWA)





## 12 DEFINITIONS

Term	Definition
<b>Preservation age</b>	The preservation age is the age at which you can access your super if you have retired or have started a transition to retirement income stream. For further details of the preservation age please refer to Australian Tax Office <a href="https://www.ato.gov.au/Individuals/Super/Accessing-your-super">https://www.ato.gov.au/Individuals/Super/Accessing-your-super</a>
<b>FWA</b>	Flexible Working Arrangements
<b>MOR</b>	Manager once Removed

## 13 REFERENCES

Reference No	Reference Title	Author
"B/D/16/11330"	Policy - Inclusion and Diversity	CS Energy
"B/D/12/18428"	Procedure - CS-HR-9 - Part Time Employment	CS Energy
"B/D/12/17848"	Procedure - CS-HR-20 - Leave Entitlements	CS Energy
"B/D/12/17849"	Procedure - CS-HR-44 - Additional Leave Purchase (Purchased Leave)	CS Energy
"B/D/16/821"	Procedure - CS-HR-67 - Transition to Retirement	CS Energy
"B/D/13/22037"	Procedure – CS-HR-65 – Working From Home	CS Energy
"B/D/16/7438"	Form - S2226 - Request for Flexible Working Arrangements	CS Energy
"B/D/13/26081"	Form - S2124 - Working from Home – Health and Safety Checklist	CS Energy

## 14 RECORDS MANAGEMENT

In order to maintain continual improvement, suitability, safety and effectiveness of the organisation, CS Energy's registered documents will be reviewed on a two-yearly basis or at intervals specified by legislative or regulatory requirements. Review of controlled documents should occur where it has been identified that there are changes in technology, legislation, standards, regulation or where experience identifies the need for alteration to the content. Registered documents should also be reviewed following an incident, change management process, modification or where directed as part of a risk assessment process. A 'review' can simply mean that it has been identified, confirmed and appropriately recorded that no changes are required and that the existing process remains the same.

CS Energy must ensure that records are retained according to accountability, legal, administrative, financial, commercial and operational requirements and expectations. In compliance with records retention and disposal, all documentation created in relation to CS Energy business must be retained in line with minimum retention periods as detailed in legal retention and disposal schedules.