

REVISED ACCI / NFF WORK AND FAMILY APPLICATION AS AT 30 APRIL 2004

1. HOURS FLEXIBILITY

Flexibility To Balance Work And Family Responsibilities

- a) An employee may request, and employer may agree to vary hours, days and times of work (including breaks and meal times), on the basis of employee family responsibilities.
- b) Agreed variations may be on an ongoing basis, or as single or periodic variations to accommodate particular employee requests.
- c) Where agreement is made under this clause, that agreement shall apply notwithstanding any contrary provisions of this award.
- d) This clause operates only by agreement. Nothing compels an employee to make a request under this clause, or an employer to agree to a request.

Payment for Agreed Hours of Work

- a) No additional penalties, loadings, allowances, or payments which may otherwise apply under this award, will apply to hours varied at the employee's request under clause "X".

2. PART TIME EMPLOYMENT FLEXIBILITY

Part Time Employment Flexibility

- a) The capacity of employers and employees to enter into part time employment for the purpose of assisting employees to balance work and family responsibilities, shall not be restricted by provisions of this award which have the following effects:
 - i. Any limits or restrictions on the hours days or times at which part time employment may or may not be worked.
 - ii. Any limits or restrictions on the capacity of part time employees to work during particular hours, or to work particular patterns of hours of work.
 - iii. Any limits or restrictions on the duration of part time employment.

3. CASUAL EMPLOYMENT FLEXIBILITY

Casual Employment Flexibility

- a) The capacity of employers and employees to enter into casual employment for the purpose of assisting employees to balance work and family responsibilities, shall not be restricted by provisions of this award which have the following effects
- i. Any limits or restrictions on the hours, days, or times at which casual employment may or may not be worked.
 - ii. Any limits or restrictions on the capacity of casual employees to work particular patterns of hours of work
 - iii. Any limits or restrictions on the duration of casual employment.

4. ANNUAL LEAVE LOADING

Use of leave loading to purchase additional annual leave

- X.1 An employee may elect, with the consent of the employer, to exchange annual leave loading payable under clause XX, for an equivalent amount of additional annual leave. In such circumstances, most full-time employees under the award would accrue an additional 26.6 hours of leave per year.
- X.2 The following additional payments under subclause XX may also be exchanged for equivalent additional annual leave¹:
- X.2.1 Any weekend penalty rates payable on annual leave, or
 - X.2.2 Any shift allowance payable on annual leave.
- X.3 Where an agreement is reached in accordance with this sub-clause, the agreement must be recorded in the time and wages records.

5. EXTENDED LEAVE

Extended Annual Leave

To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to take any part of their annual leave in the following manner: double the period of annual leave on half pay.

¹ If there is no requirement under an award for payment of shift or penalties above the 17½% leave loading, these sub-clauses would be omitted.

6. CARRYING FORWARD ANNUAL LEAVE

Annual Leave Accrual / Carrying Forward

To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to accrue and carry forward any amount of annual leave.

7. SINGLE DAY ANNUAL LEAVE

Annual Leave – Single Day Absences

- a) To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to take annual leave in separate periods, including single days.

8. TIME OFF IN LIEU OF OVERTIME

Time Off In Lieu of Overtime

- a) To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to take time in lieu of payment for overtime at an agreed time or times.
- b) Overtime taken as time off shall be taken at the ordinary time rate, that is an hour for each hour worked.

9. TIME OFF IN LIEU OF PENALTY RATES

Time Off In Lieu Of Payment For Penalty Rates

- a) To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to take time off at the penalty equivalent, or any part of it, in lieu of penalty rates otherwise payable for work performed during ordinary hours.
- b) This clause does not apply to penalties / additional payments for shift work or overtime.
- c) Such time off shall be taken within 28 days or is accumulated and added to the period of annual leave.

10. MAKE UP TIME

Make Up Time

- a) To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to work 'make up time', under which the employee takes time off during ordinary hours and works those at a later time, at the rate which would have been applicable to the hours taken off.
- b) There is no requirement that "make up time" be worked within ordinary hours of work under this award, nor within an employee's ordinary or usual hours of work.

11. ROSTERED DAYS OFF FLEXIBILITY

Rostered Days Off Flexibility

- X.1 To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer:
- (a). To bank rostered days off.
 - (b). To substitute rostered days off for alternative days.
 - (c). To take a rostered days off in part day amounts

12. LONG SERVICE LEAVE FLEXIBILITY

Long Service Leave Flexibility

To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to access accrued long service leave as follows:

- i. Long service leave being taken in weekly or daily multiples, including single days.
- ii. Double the period of long service leave on half pay.
- iii. Half the period of long service leave on double pay.
- iv. The employee foregoing his or her entitlement to long service leave under this award, or part thereof, if:
 1. the employee is given an adequate benefit in lieu of the entitlement; and
 2. the agreement is in writing.

Where an agreement is reached in accordance with this sub-clause, the agreement must be recorded in the time and wages records.

Long service leave payments to shift workers

An afternoon or night shift worker may elect, with the consent of the employer, to:

- i. Take long service leave without shift loadings, or,
- ii. Receive the relevant shift loadings during a period of long service leave but have the period of leave discounted by an equivalent amount to the relevant loading.

Example

In lieu of 13 weeks' of long service leave, agreement is reached between an employee and the employer for the employee to take 10 weeks' leave with a 30% shift loading on the amount paid.

13. CARERS LEAVE

Personal / Carers' Leave

- a) An employee other than a casual is entitled to use up to 40 hours personal leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.
- b) An employee may elect, with the consent of the employer, to take accrued personal leave of more than 40 hours each year as carers leave.

AGREED VARIATIONS

14. SIMULTANEOUS PARENTAL LEAVE

Simultaneous leave:

- a) Subject to “X”, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - i. for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - ii. for adoption leave, an unbroken period of up to three weeks for at the time of the birth or placement of the child;
 - iii. any additional period of simultaneous unpaid leave agreed between employer and employee.

15. EMPLOYMENT INFORMATION ON PARENTAL LEAVE

Employment information during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to make information available in relation to any significant effect the change will have to the status or responsibility level of the position the employee held before commencing parental leave.