

Flexible Workplaces Policy Guideline

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Flexible Workplaces Policy Guideline

1. Policy Statement

This Policy Guideline outlines voluntary flexible working arrangements which apply to all SA Health employees.

SA Health is committed to supporting employees to balance their work, family and personal commitments. This policy also contributes to South Australian Strategic Plan Targets 13: Work-life balance and 52: Women – Have women comprising half of the public sector employees in executive levels (including Chief Executives).

The objective of this Policy Guideline is to:

- promote a positive workplace culture where employees feel valued and supported;
- retain and attract the best talent, making SA Health an employer of choice;
- increase productivity by assisting employees to balance their work, family and other personal obligations and interests;
- contribute to SA Health's commitment to foster flexible working conditions;
- improve employee satisfaction, health and wellbeing and commitment, leading to an environment of continuous improvement; and
- ensure consistency with legal, industrial and policy frameworks within which SA Health operates.

SA Health is also committed to managing risks associated with the application of the Flexible Working Arrangements Policy Directive, e.g.:

- opportunities for inappropriate use of flexible working arrangements are minimised through appropriate levels of scrutiny;
- terms and conditions of the flexible working arrangement are met; and
- audit requirements are met through appropriate record keeping.

2. Roles and Responsibilities

2.1 Chief Executive

This Policy Guideline is issued under the authority of the Chief Executive, SA Health.

2.2 Executive Director, People and Culture

The Executive Director, People and Culture is responsible for maintenance and review of this Policy Guideline.

2.3 Managers

Managers are responsible for determining the availability and the circumstances of flexible working arrangements for employees within their team, having regard to the nature of the work undertaken and the potential for other employees to concurrently participate in a flexible working arrangement.

Managers will:

- Establish clear performance expectations for their employees and provide regular feedback.
- Take into account the different needs and challenges associated with an employee who provides unpaid care to another individual.
- Ensure that the flexible working arrangements policy directive and associated guidelines are promoted to employees.

- Consult with affected employees prior to any decision to enter into or terminate (by providing written notice) an individual agreement.
- Ensure that the reasons for declining a request to participate in a flexible working arrangement are documented, a copy is provided to the employee and a copy placed in the employee's personal file.
- Manage and review flexible working arrangements so that operational requirements can be met and an appropriate level of client service maintained.
- Ensure that appropriate records are kept and maintained so that individual agreements can be managed, reviewed and reporting requirements met.
- Be aware of and meet industrial and health and safety obligations, particularly with regard to hours worked and the taking of required breaks.
- Be transparent in their decision making when approving or not approving requests for flexible working arrangements.
- Manage flexible working arrangements so that expected business outcomes are achieved.

2.4 Employees

Employees requesting and/or participating in flexible working arrangements have the responsibility to:

- Be aware of, seek advice and determine the impact of a flexible working arrangement on superannuation contributions and the effect in superannuation entitlements and any additional impacts on their personal situation/entitlements and make arrangements accordingly.
- Request (in writing) and receive approval prior to participating in a flexible working arrangement.
- Be aware of and comply with industrial and health and safety obligations, particularly with regard to hours worked and the taking of required breaks.
- Be aware that proposed arrangements which may have a negative impact on a business group's ability to meet its responsibilities will not be agreed to.
- Comply with the flexible working agreement, including the provision of prompt and appropriate notice of any decision to cancel, vary or continue an existing agreement.

3. Policy Requirements

3.1 Flexible working arrangements available

Under the provisions of this Policy Guideline, the following mutually beneficial flexible working arrangements may be available to SA Health employees:

- Flexitime
- Compressed Weeks
- Part-time Work
- Purchased Leave
- Working from Home
- Combining Work and Breastfeeding
- Patterned Long Service Leave (PLSL)
- Parenting
- Long Service Leave (LSL) – payout in lieu of taking leave
- Transition to Retirement

3.2 Policy Guideline principles

This Policy Guideline is based on the following principles:

- Flexible working arrangements are designed to achieve the best possible match between the interests of SA Health and the needs of individual employees.
- Applications to participate in a flexible working arrangement are to be assessed on a case by case basis.
- Flexible working arrangements should be offered to support SA Health employees who are carers.
- Requests to participate in a flexible working arrangement should be given positive and reasonable consideration.
- Where not operationally practical to meet an employee's original request, both Manager and employee are to work co-operatively towards a mutually agreeable outcome.
- A flexible working arrangement that will have a negative impact on a business group's ability to meet its responsibilities should not be agreed to.
- Flexible working arrangements should not negatively impact on an employee's terms and conditions of employment, although they may in some instances, have an effect on superannuation and employee entitlements.
- Employees are entitled to equitable opportunities for training and development, equipment, remuneration, recognition of skills and freedom from discrimination and harassment regardless of their working arrangement/s.
- Participation in a flexible working arrangement is voluntary and includes the option to cancel the arrangement by giving reasonable written notification, at least two (2) weeks' notice, (dependent on the type of flexible working arrangement), and in consultation with the appropriate Manager.
- A flexible working arrangement is to be reviewed on a regular basis (generally every three (3) to six (6) months) from initial implementation and six (6) to 12 months thereafter.
- Flexible working arrangements must be in writing, signed by the employee, Manager/delegate and a copy maintained in the employee's personal file.
- Flexible working arrangements must be re-negotiated should an employee leave their current role for another role, either within SA Health or in another agency.
- All flexible working arrangements must comply with Managers and employees' obligations under the Work Health and Safety Act 2012 and other relevant Acts, including the Equal Opportunity Act 1984 and the Disability Discrimination Act 1992.

3.3 Flexitime

Flexitime provisions relating to Health Care Act employees are contained in Part 6-2 of the SA Health (Health Care Act) Human Resources Manual.

The flexitime provisions hereunder apply to all other SA Health employees, with the following exceptions:

- Employees working set rostered shifts.
- Casual employees.
- Nurses/midwives who receive a Programmed Day-Off (PDO), unless they agree to forego their entitlement to their PDO in accordance with the Nursing/Midwifery (SA Public Sector) Enterprise Agreement.
- Employees receiving an accrued day off (ADO) in accordance with the SA Ambulance Service Award.
- Employees who have no fixed hours of duty as prescribed by their relevant Award/Enterprise Agreement.

Flexitime is a flexible working arrangement which enables an employee to negotiate start and finish times, within a range of core business hours, without increasing or reducing the total number of hours worked when averaged over a four (4) week cycle.

Flexitime arrangements are designed for the mutual benefit of SA Health and employees and are introduced to make the workplace more family friendly and responsive to the needs of individual employees.

If an employee is directed and authorised to work in excess of their normal hours of duty then overtime rates or time off in lieu apply.

The use of flexitime will take into consideration the needs of the workplace and client service responsibilities.

The following principles underpin these flexitime guidelines and their administration:

- Flexitime is not an entitlement but an agreed arrangement between a Manager and employee;
- An employee must request and gain approval from their Manager prior to participating in a flexitime arrangement;
- Where an application is not approved due to operational requirements, the reasons will be provided in writing by the relevant Manager, (not required for ad hoc requests);
- It may be possible for employees who have entered into a compressed weeks working arrangement to participate in flexitime / flexible working hours however agreement must be reached between the employee and their Manager as to how these two (2) options would operate in combination;
- It may be possible for employees to access ad hoc flexitime arrangements to allow employees the opportunity to manage their work life balance, e.g. accessing flexitime to attend after hours school meetings, occasional drop off of children to school; and
- Access to flexitime may be denied or revoked where the employee is subject to a formal performance improvement or disciplinary process.

Flexitime is based on a standard day of 7.5 hours worked over a five (5) day week comprising 37.5 hours.

For part time employees, the flexitime carry forward calculations will be varied on a pro rata basis in line with their part time hours.

3.3.1 Ordinary hours of work

Unless elsewhere specified in awards, ordinary hours of work will generally be performed between the hours of 8.00am and 6.00pm.

3.3.2 Flexitime hours

Flexitime hours are those hours worked additional to the standard 7.5 hour day as agreed by the employee and their Manager on a case by case basis.

3.3.3 Maximum hours/time to be worked

The maximum number of hours to be worked on any one day is 9.5 hours provided that no more than five (5) hours are worked without a meal break of at least 30 minutes. Managers must ensure that employees do not work in excess of 9.5 hours on any one (1) day.

The maximum time to be worked (full time employee) in any one week is 41.25 hours (maximum of 165.00 hours per accounting period).

Any variations must be approved by management and accommodate health, safety and welfare needs of employees.

Payment for overtime will only be made if approved by the Manager prior to it being worked.

3.3.4 Core Time (required attendance at work)

Employees must be on duty during core time. Core time will operate between the latest permissible starting time (10.00am) and the earliest permissible finishing time (4.00pm), Monday to Friday (excluding public holidays), unless otherwise negotiated and agreed to by management.

3.3.5 Lunch Period

An employee must take a minimum of 30 minutes lunch and may take up to one (1) hour between 12.00pm and 2.00pm. However, with prior management approval, an employee may, where requirements permit, extend the break up to two (2) hours.

3.3.6 Accounting Period

The normal accounting period is four (4) weeks, therefore an employee who normally works 37.5 hours per week, would be required to work 150 hours in the four (4) week accounting period.

3.3.7 Recording

Employees up to ASO8 or MAS3 inclusive (or equivalent in other classifications), may operate under flexitime arrangements.

Employees are required to record their working hours either through the use of automatic time recording equipment/software, or via a manual or electronic timesheet. The determination as to which of these tools will be utilised across a particular group of employees will be at the discretion of the Manager.

3.3.8 Carry-over of credit hours

Employees not covered by the South Australian Modern Public Sector Enterprise Agreement: Salaried 2017 can carry over up to a maximum of 15 hours into the next accounting period. Any excess hours will be forfeited unless previously authorised by management in order to meet workload demands.

Section 25.2 *Accrual and Taking Flexitime* in the *South Australian Modern Public Sector Enterprise Agreement: Salaried 2017*, provide as follows for employees covered by this Enterprise Agreement:

25.2.1 An employee cannot lose, or forfeit, accrued flexitime.

25.2.2 An employee must take the entitlement of accrued flexitime at a time agreed with the employer.

25.2.3 Where an employee has accrued more than the allowable flexitime credit in an accounting period, the employer will provide an opportunity for the employee to reduce their flexitime credit to within the allowable amount during the following accounting period.

25.2.4 Employers and employees may agree to defer the opportunity to take accrued flexitime above the allowable amount to suit an identified specific workplace need.

25.2.5 In any event the accrued time must be taken within three accounting periods. After this time, the employer may direct the employee to take the accrued flexitime.

25.2.6 Where an employee has not been given the opportunity to reduce their flexitime credit in accordance with clause 25.2.3 above, the excess flexitime credit will be converted into payment. Such payment will be made at the ordinary rate of pay

3.3.9 Carry-over of debit hours

Employees can carry over up to a maximum of ten (10) hours debit into the next accounting period unless otherwise negotiated with management.

Employees with a negative flexitime balance in excess of ten (10) hours will be given the opportunity to make up the negative hours during the next flexitime period. However, should a negative flexi-balance of more than ten (10) hours still exist at the end of the next flexi period, the employee may have their pay deducted.

It is management's responsibility to ensure that the required deduction from the employee's pay is actioned.

Employees who fail to work the required number of hours may have access to flexitime withdrawn.

3.3.10 Cancellation of flexi leave

If considered essential to the operation of the worksite/unit, flexi-leave may be cancelled by management. The employee and Manager will then negotiate an alternative time for the flexi-leave to be taken. The employee cannot lose accumulated hours where normal maximum limits are exceeded as a result of flexi-leave being cancelled to meet workload demands.

3.3.11 Adjustments

The recording of time worked will include provision for making positive and negative adjustments. Adjustments must be made for circumstances where an employee is absent on duty (positive adjustment, e.g. absent on annual leave, study leave) or when an employee takes time off duty (negative adjustment, e.g. flexi-leave, industrial action).

3.3.12 Recording of absences

Employees are required to record absences (negative adjustments to flexitime accumulation), for the following:

3.3.13 Medical / Dental appointments

Specialist or urgent appointments for medical and dental related reasons can only be taken during any required attendance times with permission from management. It is expected that all routine appointments will be made as far as practicable outside of required attendance time/s.

Absence to attend a medical or dental appointment is not to be debited as sick leave unless the relevant health practitioner certifies that the employee was unfit to work during the period claimed as sick leave.

All other absences for medical appointments must be recorded as a negative adjustment (i.e. off duty).

3.3.14 Workers Compensation

Where an employee attends an appointment as a consequence of an injury that has been approved for workers' compensation, a positive adjustment will be recorded for any time absent during normal working hours.

3.3.15 Sick Leave

For each full working day of sick leave, the normal working hours must be added as an adjustment.

Should an employee leave work during the day due to illness or injury, the number of hours necessary to bring the day's total up to normal working hours must be added under the appropriate code for sick leave. The employee must make a separate application for the absence to be granted as approved sick leave.

3.3.16 Public Holidays

When a public holiday falls on an employee's normal day of duty, the normal rostered working hours must be recorded as an adjustment for that day.

3.3.17 Study Leave

Time off for study purposes is to be administered on the basis of normal working hours. The full, approved absence with pay, including travelling time, is to be added as a positive adjustment.

Arrangements must be made to ensure that when study leave (without pay) is approved, adjustments are made to the employee's salary, or flexitime used to make up the hours.

3.3.18 Other Leave

In the case of other leave, for example recreation leave, long service leave, retention leave, carer's leave, special leave with or without pay, normal working hours must be recorded as an adjustment.

3.3.19 Absence due to attendance as a witness

When an employee is required to attend as a witness on behalf of the State, they are regarded as being on duty and the time they are absent is to be added as a positive adjustment.

Employees subpoenaed or called as a witness other than on behalf of the State may use flexitime or apply for leave to cover the absence.

3.3.20 Attending an interview for a role within the SA Public Sector

An employee who needs to travel to attend an interview for another role within the public sector is to record the absence as a positive adjustment to cover the time spent travelling to and attending the interview during normal working hours.

3.3.21 Red Cross Blood Donors

An employee who is a Red Cross Blood donor will record a positive adjustment for the time absent from the workplace to donate blood/blood products during normal working hours.

Management must be notified of the requirement to donate blood prior to the employee leaving the workplace.

3.3.22 Absence due to an Industrial Dispute

If an employee is absent from work due to participating in any industrial action, the absence must be recorded as such on the flexitime sheet.

Employees must not use flexitime to attend any industrial action.

Absence due to industrial action will result in an appropriate deduction from the employee's salary.

3.3.23 Termination of employment

Where possible, any positive flexitime accumulation will be taken on or before the last day of duty with any negative flexitime accumulation remaining upon cessation of employment being deducted from the employee's final salary or other entitlements owing to the employee.

Employees covered by the *South Australian Modern Public Sector Enterprise Agreement: Salaried 2017*, cannot pursuant to section 25.2 "lose, or forfeit, accrued flexitime" and where the employee "has not been given the opportunity to reduce their flexitime credit ..., the excess flexitime credit will be converted into payment. Such payment will be made at the ordinary rate of pay". Therefore, positive flexitime accumulated upon cessation of employment must be paid out to these employees.

3.4 Compressed Weeks

A Compressed Weeks working arrangement applies to all SA Health employees with the following exceptions:

- employees working set rostered shifts;
- casual employees;
- weekly Paid employees who receive a Programmed Day Off (PDO);
- nurses/midwives who receive a PDO, unless they agree to forego their entitlement to their PDO in accordance with the Nursing/Midwifery (SA Public Sector) Enterprise Agreement;
- employees receiving an accrued day off (ADO) in accordance with the SA Ambulance Service Award;
- employees who have no fixed hours of duty as prescribed by their relevant Award/Enterprise Agreement.

A Compressed Weeks working arrangement is where an employee, whether full or part time, elects to work less days while continuing to work the same number of contracted hours per fortnight over the month.

For example, if a full time employee is required to work 75 hours per fortnight, then the employee usually works these hours in 7.5 hour periods over 10 (ten) working days.

In a Compressed Weeks working arrangement, a full time employee (1.0 FTE), may choose to work the total required hours over nine (9) working days and nominate one (1) weekday per fortnight of non-attendance in the workplace or over nineteen (19) working days and nominate one (1) day per four (4) week period of non-attendance.

A part time employee required to work 67.5 hours per fortnight, (0.9 FTE), may choose to work the total required hours in longer periods over eight (8) working days and nominate one (1) weekday per fortnight of non-attendance in the workplace.

3.4.1 Agreement Period

A Compressed Weeks work arrangement will operate for a specified period up to a maximum of twelve months and may commence at any time during the year.

A Compressed Weeks work arrangement is to be reviewed on a regular basis (generally every three (3) to six (6) months from initial implementation) and six (6) to 12 months thereafter.

3.4.2 Working days/working hours

A Compressed Weeks work arrangement must specify the hours to be worked on each of the working days and may provide:

- specified start, finish and break times for each work day; or
- specified core time, with a set number of hours to be worked on each working day; or
- specified core time, and/or required attendance time(s), with the number of hours to be worked for individual working days.

An employee must advise their Manager if, due to unforeseen circumstances, they are unable to work the nominated number of hours for that day (e.g. the employee is only able to work six (6) hours instead of the nominated nine (9) hours). In this instance, the employee will be required to work the additional hours (i.e. three (3) hours) on an alternative day/s within the following two (2) week period.

A Compressed Weeks working arrangement may provide flexibility in start/finish times and also specify set core times and/or required attendance times on one (1) or more of the working days.

3.4.3 Non-working day

A Compressed Weeks working arrangement must specify the day/days on which the employee will not attend work.

3.4.4 Maximum hours to be worked

Work health and safety requirements must be considered for employees who are working in an isolated situation and/or late at night as well as the number of hours an employee is able to work in any one (1) day or week.

The provisions of the appropriate Award or Agreement will determine the maximum number of hours to be worked in any one (1) day or week.

Unless otherwise negotiated and agreed, no employee will be required to work more than five (5) hours without a break.

3.4.5 Minimum hours to be worked

The minimum number of hours worked should not be less than three (3) hours per day.

3.4.6 Overtime

Where an employee is participating in a Compressed Weeks work arrangement, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work in excess of those ordinary hours on any day, or in excess of the total of those ordinary hours in a week.

3.4.7 Flexitime in conjunction with other Flexible Working arrangements

Participation in flexitime or other flexible working arrangements may be possible under a Compressed Weeks working arrangement however agreement must be reached between management and the employee as to how these arrangements would operate in combination within the worksite.

Flexitime may be used in cases of emergency or for situations that require the employee to work on their nominated day off (i.e. the employee would accrue flexitime hours in this instance).

3.4.8 Working on a nominated day off

Should an employee be required to work on their nominated day off, the hours worked will not be treated as overtime. In this situation, the time worked must be taken off at a mutually agreed convenient time. In this situation, the time worked will be regarded as flexitime and must be taken off at a mutually agreed convenient time.

3.4.9 Sick Leave

Participation in a Compressed Weeks working arrangement does not affect an employee's entitlement to sick leave.

The number of hours the employee would normally have worked on a particular day must be recorded as sick leave if an employee is unable to work due to illness or injury on that day. However, if the employee would be unable to perform work due to illness or injury on a nominated day off, then no sick leave is recorded for that day.

For example:

- If an employee has nominated to work ten (10) hours on a Monday and is unable to attend work due to illness or injury on that day, then ten (10) hours sick leave is paid to the employee if the employee is sick on a Monday.
- If an employee has nominated to work 10.0 hours on a Monday and attend work but leaves after 2 hours due to illness or injury, then 8.0 hours sick leave is paid to the employee.
- If an employee is ill or injured on their nominated day off (when they have nominated to work no hours), then no sick leave application is to be submitted for that day.

3.4.10 Long Service Leave

Long service leave entitlements are not affected by participating in a Compressed Weeks working arrangement.

If an employee working a compressed weeks arrangement applies for a single day of long service, their single day's leave will be debited as 1.4 calendar days. If the single day of long service leave constitutes a non-standard working day, the appropriate conversion from the calendar day equivalent will be made in hours.

Example: An employee working a compressed weeks' working arrangement applying for a single day's long service leave on a non-standard working day of (nine) 9 hours will have 1.4 calendar days x 9 hours/7.5 hours = 1.68 calendar days debited.

3.4.11 Recreation Leave

Participation in a Compressed Weeks working arrangement does not affect an employee's entitlement to recreation leave.

The number of hours the employee would normally have worked on a particular day (e.g. 9.0 hours) during a compressed weeks' arrangement, must be recorded as recreation leave if the employee is on recreation leave for that day.

3.4.12 Public Holidays

Should a public holiday fall on a nominated day off, then no hours are to be recorded for that day as the day will stand as the nominated day off except for seven (7) day workers employed pursuant to the South Australian Public Sector Salaried Employees Interim Award 2015.

3.4.13 Special Leave with Pay

Should an employee participating in a Compressed Weeks working arrangement be granted special leave with pay, then payment for the day/s of absence will be in accordance with the number of working hours specified for that day as outlined the Compressed Weeks working arrangement.

3.4.14 Special Leave without Pay

Should an employee participating in a compressed weeks working arrangement be granted special leave without pay, the deduction in salary will be in accordance with the number of working hours specified for that day.

3.4.15 Parental Leave

Employees participating in a Compressed Weeks working arrangement are entitled to parental leave.

3.4.16 Superannuation

There will be no changes to an employee's superannuation whilst participating in a Compressed Weeks working arrangement.

3.4.17 Shift Work

A Compressed Weeks working arrangement may be worked in any shift-work situation that has been approved by the Chief Executive. Penalties for shift- work in this instance will be calculated on the actual ordinary time worked.

3.4.18 Appointment to another role

A Compressed Weeks working arrangement will cease when an employee is transferred to another public sector agency.

Continuation of an SA Health Compressed Weeks working arrangement and/or transfer of any hours accumulated under a SA Health Compressed Weeks working arrangement is not automatic and must be negotiated between the employee and Manager/s involved.

3.4.19 Cancellation or Variation of a Compressed Weeks working arrangement

Management may cancel an employee's Compressed Weeks working arrangement by providing a minimum period of two (2) weeks' notice to the employee should the needs of SA Health require the employee's presence during normal working hours. Written notice (either via a letter or email), must be provided to the employee and must include the reason/s for the cancellation or variation of the employee's compressed weeks working arrangement.

An employee wishing to withdraw their participation in a Compressed Weeks working arrangement must provide at least two (2) weeks' notice in writing outlining the reason/s.

Consideration should be given to vary a Compressed Weeks working arrangement where the employee is not expected to work the complete fortnight in cases such as long-term leave.

3.4.20 Resignation

Should an employee participating in a Compressed Weeks working arrangement resign with a credit for additional hours worked which formed part of a Compressed Weeks working arrangement, then payment on termination is to include payment of the credit hours or alternatively, the credit time may be taken by the employee as time off on or before the last day of employment (as negotiated with management).

If an employee is in arrears as a consequence of having already taken their designated day off, then an automatic debit will be made against the employee's final pay.

3.4.21 Working from Home

Employees participating in a Compressed Weeks working arrangement are eligible to apply to also work from home.

3.4.22 Review Process

A Compressed Weeks work arrangement will operate for a specified period up to a maximum of twelve months and may commence at any time during the year.

A Compressed Weeks work arrangement must be reviewed:

- prior to any renegotiation and/or extension;
- whenever there are changes to the structure and/or composition of the worksite; or
- as part of a review of performance, tasks and priorities for the worksite.

3.5 Part-Time Working Arrangement

A part-time working arrangement applies to all SA Health employees with the exception of casual employees.

Different part-time options that may be implemented include:

- supporting an employee's work-life balance, e.g. enabling an employee to provide care to a special needs child/children;
- a transition to retirement plan that allows for a handover of SA Health corporate knowledge and an adjustment stage for the employee when moving into retirement;
- return to work following maternity or adoption leave until the child's second birthday;
- return to work following a work-related injury or illness, managed in accordance with a WorkCover Return to Work Rehabilitation program;
- return to work following a non-work related injury or illness, managed in accordance with the SA Health Return to Work following a Non-Work Related Injury or Illness Policy Directive;
- allowing an employee to provide care to a special needs child/children; and
- allowing an employee to provide unpaid care to another individual who requires assistance with the carrying out of everyday tasks.

3.5.1 Permanent part-time work

An employee may request to work on a permanent part-time basis. An employee who chooses to work permanent part-time will not be entitled to increase their hours at a later date. All changes to an employee's hours of duty will be negotiated and will be subject to operational requirements of the work area.

3.5.2 Temporary Part-time work

An employee may request to work on a part-time basis for a set period of time. All changes to the hours of duty and periods of part-time employment will be negotiated and subject to operational requirements of the work area.

On completion of the temporary period, the employee will either revert back to their normal/substantive hours, or seek to renegotiate an extension to their current part-time work arrangement. All changes to the hours of duty and periods for part-time employment are required to be negotiated and will be subject to operational requirements of the work area.

3.5.3 Job Share Arrangements

Job sharing is a voluntary arrangement where one full-time job is shared between two (2) or more people. The responsibilities and workload are split according to the number of hours/days each employee works. Each part-time employee holds a separate part-time position in these circumstances.

3.5.4 Graduated part-time work

Graduated part-time work is a voluntary arrangement where an employee gradually increases or decreases their working hours over a period of time.

Graduated part-time work includes:

- Transition to Retirement

Transition to retirement is an adjustment process that assists both the employee to move into retirement in a graduated way and the organisation to have a hand-over period where knowledge is passed on effectively or where specific projects need to be completed.

- Return to Work Program

Return to work and rehabilitation programs are designed to assist an employee who has sustained a work, or non-work related injury or illness to return to work on a gradual basis. These programs may involve part-time work for a period of time. In these circumstances, a return to work or rehabilitation program must be negotiated with the employee, their Manager and the assigned Rehabilitation Coordinator (for work related injury).

A return to work program that involves part-time work may be useful in other circumstances, for example when an employee is returning to work from a non-work related disability or medical incapacity or from parental leave. In these circumstances, a return to work program involving part-time work is to be negotiated.

- Return to Work from Maternity or Adoption Leave

An employee is entitled to return to work after maternity or adoption leave on a part-time basis, at the employee's substantive level until the child's second birthday. An employee may request to be allowed to return to work from a period of parental leave on a part-time basis until the child reaches school age to assist the employee to reconcile work and parental responsibilities. Refer to relevant Award/Enterprise Agreement.

3.5.5 Learning and Development

Part-time employees will continue to have the same opportunities and access to learning and development activities as other employees.

3.5.6 Communication

Managers are to ensure that communication procedures are in place so that part-time employees are made aware of developments during the time they are not at the workplace. Communication can be in writing, by phone or via email.

3.5.7 Outside Employment

Public sector employees must not engage in employment or other remunerative activity outside of their public sector employment where the activity conflicts with, or has the potential to conflict with, their role as a public sector employee, or if the performance of such outside employment or activity might affect their capacity to perform their public sector duties.

Full and part-time public sector employees must obtain written permission from the relevant delegate prior to engaging in any outside employment or remunerative activity.

It is not necessary for public sector employees to seek permission to involve themselves in or undertake voluntary or unpaid activities or paid recreational activities (e.g. sport coaching), unless there is an actual or potential conflict of interest between such activity and their duties and/or role as a public sector employee.

3.5.8 Impacts of part-time work on employment conditions and entitlements

In general, if employees work part-time they are entitled to the same conditions of employment and entitlements as if they worked full time but on a pro rata basis and in proportion to the hours they normally work. For example, part-time employees are provided with pro rata recreation leave, sick leave, special leave with pay and flexitime accrual.

Where a full-time employee is considering changing their hours to part-time for an indefinite or specified period and the employee is a member of a superannuation scheme, they may wish to seek advice from their superannuation fund regarding any effects changing to part-time may have on their superannuation entitlements.

3.6 Purchased Leave

A purchased leave working arrangement applies to all SA Health employees with the exception of casual employees.

Purchased leave is an arrangement which enables term or permanent/ongoing employees (whether full time or part-time) to exchange an agreed reduction in their salary over a specified period for extra periods of leave. The period or periods of purchased leave are planned in advance and funded by salary deductions spread evenly over the total period of the agreement.

Purchased leave is designed to accommodate different needs of employees, particularly the need to better balance work, family and other responsibilities.

Participation in a purchased leave working arrangement is voluntary.

Purchased Leave allows an employee to exchange a reduction in salary for extra period/s of leave in a specified period.

Purchased Leave is treated as leave without pay.

A 48/52 Purchased Leave option allows an employee to purchase one (1), two (2), three (3) or four (4) weeks of additional leave during a year with the employees' annual salary being deducted by the amount of leave purchased. The resulting salary is then evenly distributed in fortnightly pays over the year.

A 4/5 Purchased Leave option involves the same principles as the 48/52 option but over a longer timeframe. Under this option, the employee applies to work for four (4) years of a five (5) year period at 0.8 FTE of their full time salary with the employee taking the fifth year as purchased leave, paid at 0.8 FTE during the absence.

3.6.1 Agreement Period

Participation in a 48/52 Purchased Leave working arrangement is up to a maximum of 12 months.

Participation in a 4.5 Purchased Leave working arrangement is up to a maximum of five (5) years.

The purchased leave can only be taken after the entitlement to leave has accrued.

3.6.2 Conditions

Purchased leave may not be taken in advance of the accumulated entitlement, however may be taken in conjunction with flexitime, recreation leave, long service leave, parental leave and other leave with or without pay.

Purchased leave may be taken in conjunction with long service leave, however is not to be granted immediately prior to or after a further period of long service leave.

An employee cannot apply for recreation leave while they are absent from work whilst utilising purchased leave.

Applications for purchased leave must be made at least four (4) weeks in advance of the proposed commencement date.

Five (5) working days is the minimum amount of purchased leave that should be taken at any one time, unless otherwise negotiated with, and approved by the delegate.

3.6.3 Public Holidays

Where purchased leave spans a public holiday, that public holiday will count as a day of purchased leave. Should a public holiday fall immediately before or after the period of purchased leave, it does not count as a day of purchased leave.

3.6.4 Calculating rate of pay for overtime and shift penalties

The rate of pay to be used for calculating overtime payments or shift penalties will be the rate of pay that would have been payable had the employee not been participating in a purchased leave work arrangement.

3.6.5 Leave entitlements

Purchased leave is treated as leave without pay and therefore cannot be converted into paid sick leave or any other type of leave.

Purchased leave will not count towards eligibility for paid maternity / adoption leave.

Accrual of long service, annual and sick leave entitlements will be affected should an aggregate period of leave without pay (including a period of purchased leave) exceed 22 working days in a service year.

3.6.6 Leave loading

Leave loading does not apply to a purchased leave working arrangement.

3.6.7 Review and reconciliation of deductions and purchased leave taken

The employee must monitor deductions and purchased leave payments during the period of the agreement and raise any discrepancies promptly. Payroll Services (Shared Services SA) will, at the request of the employee, review deductions, purchased leave payments and the purchased leave yet to be taken. It is recommended that the employee request a review by Payroll Services, (Shared Services SA):

- just prior to purchased leave being taken; and/or
- if a variation to the agreement is requested; and/or
- in the event of an early termination of the purchased leave agreement.

Any resulting adjustment to deductions and/or payments will be documented by the employee and signed by Payroll Services (Shared Services SA) with a copy being kept by both parties.

3.6.8 Taxation

Taxation during a period of purchased leave will be calculated at normal tax rates.

3.6.9 Recovery of overpayments

Purchased leave arrangements are to be structured and managed to minimise the likelihood of any overpayment. In particular, the maximum payment for any period of purchased leave will be limited to the amount available from deductions prior to the commencement of the leave.

Where an employee has been overpaid, Payroll Services (Shared Services SA) will advise the employee in writing and make arrangements to adjust the overpayment in the next pay period. The employee may request alternative arrangements where this is likely to create unreasonable hardship.

3.6.10 Salary increment dates

Purchased leave is treated as leave without pay therefore the period of purchased leave will impact on an employee's increment date.

3.6.11 Superannuation

Super SA has indicated that employees who enter into a purchased leave working arrangement will be considered as being employed on a temporary part time basis for the duration of the agreement. The effects of purchased leave on superannuation can be accessed at www.supersa.sa.gov.au or contact Super SA on 1300 369 315.

The employer's superannuation contributions will be calculated on the 48/52 or 4/5 pay rate, that is, contributions will be reduced to a level based upon the actual salary paid for that year. Employee superannuation benefits will accrue at the 48/52 or 4/5 rate of pay for the period that the employee remains in a purchased leave working arrangement.

Employees who are planning to apply for purchased leave should seek advice from Super SA to clarify their rights and understand the effects on their superannuation prior to entering into a purchased leave working arrangement.

3.6.12 Salary sacrifice

Employees should seek advice from their salary sacrifice provider to clarify any implications associated with a purchased leave working arrangement.

Employees should seek independent financial advice regarding the implications of participating in both a purchased leave and salary sacrifice arrangement.

3.6.13 Work injury

An employee who sustains a work-related injury or illness resulting in compensation payments may elect to cease participation in a purchased leave work arrangement or suspend their purchased leave working arrangement if the injury or illness is of a short-term nature (i.e. less than one (1) month).

In accordance with SA Health Policy Directive – Work Health Safety Reporting and Investigation, efficient and timely hazard and incident reporting, investigation and resolution is an integral component of a successful and compliant safe work system.

An employee who sustains a work-related injury or illness while participating in a purchased leave working arrangement is required to report the injury or illness to their Manager. The incident must also be reported on the WHS Safety Learning System and to WHS Injury Management on 1800 702 264.

SA Ambulance (SAAS) employees must report the injury to the SAAS State Duty Manager on 1300 886 268.

All claims for Workers Compensation will be determined in accordance with the requirements of the Return to Work SA Act 2014.

Workers compensation payments may be affected by a purchased leave working arrangement.

3.6.14 Compressed weeks and purchased leave

Employees participating in a compressed weeks working arrangement are eligible to participate in a purchased leave working arrangement.

3.6.15 Part-time employees

Part time employees have the same rights as full time employees in relation to requesting a purchased leave working arrangement.

3.6.16 Other employment

Purchased leave cannot be utilised by employees to undertake any form of other employment.

3.6.17 Portability of a purchased leave work arrangement

There are no portability provisions associated with a purchased leave working arrangement therefore an employee must re-apply for approval should they be appointed to another role in SA Health or other public sector agency.

3.6.18 Early termination of a purchased leave working arrangement

In situations where the employee has not used any of the purchased leave within the period of the arrangement, the employee will be paid the amount that has been accrued from deductions made to cover the anticipated purchased leave.

Where the employee has used the purchased leave before the agreement is terminated, the employee will be required to reimburse the amount necessary to cover the leave already taken.

The calculation of liability arising from the early termination is dependent on the amount of purchased leave taken and the extent to which annual leave can be reallocated.

3.6.19 Termination of employment

Should an employee resign from employment, processing of their termination payment will involve a reconciliation of payment received relating to purchased leave taken. The employee's final payment will be adjusted to take into account any over or under payment of deductions relating to purchased leave.

3.6.20 Rejecting an application for purchased leave

Where an application to participate in a purchased leave working arrangement is declined, management will verbally advise the employee, record the reason/s for the refusal in writing, and provide the employee with a copy of the reasons for refusal.

A copy of the reasons for refusal must be placed on the employee's personal file.

3.6.21 Review process

A purchased leave working arrangement must be reviewed prior to any re- negotiation and/or extension or as part of any review of performance, tasks and priorities for the organisation.

3.6.22 Varying a purchased leave working arrangement

An employee may request to vary their purchased leave working arrangement should their circumstances change. The onus is on the employee to request the variation and provide reasons for the request. Payroll Services (Services

SA) must be given a minimum of 28 calendar days' notice of any changes to enable:

- an assessment to be made of the impact of the change/s on the deductions required.
- the processing of any changes in deductions.
- the calculation and processing of the purchased leave rate of pay prior to the taking of purchased leave.

3.6.23 Leave dates

The date/s specified in a purchased leave working arrangement may only be changed with the prior approval of the Manager and will be subject to any arrangements for replacing the employee which may have been implemented and possible commitment/s made to other employees.

An amendment to the original date/s of purchased leave will cancel the original agreement and will require the negotiation of a new purchased leave working arrangement agreement.

3.6.24 Terminating a purchased leave working arrangement

A purchased leave working arrangement may be terminated, with reasonable notice (i.e. two (2) weeks):

- at the written request of the employee.
- in writing by the Manager should circumstances mean that the purchased leave working arrangement can no longer be accommodated within the organisation.
- where the employee needs to access further leave without pay and the planned purchased leave can no longer be accommodated.

3.6.25 Unused Purchased Leave

An employee may negotiate with the Manager to:

- cancel the purchased leave entitlement, or
- arrange for reimbursement of the unused purchased leave; or
- negotiate the taking of any unused purchased leave already funded by deductions at a mutually agreed time.

3.7 Working from Home

A Working from Home working arrangement applies to all SA Health employees with the exception of casual employees or roles which require direct face to face contact with other staff, clients or stakeholders (such as clinical or direct customer support), such that performance outcomes would not be able to be achieved via a Working from Home arrangement. A Working

from Home arrangement is not an employee right or entitlement. Participation in a Working from Home arrangement is voluntary with approval being at the discretion of the delegate.

Working from homes enables an employee to work specified hours at home instead of at their usual worksite location.

Consideration of a Working from Home arrangement should commence with a discussion between the employee and their Manager regarding the feasibility, details and necessary resources required to enable the employee to work from home.

Approval to participate in a Working from Home arrangement will be subject to the nature of the work, the type of role, business needs and resource costs.

The introduction of a working from home arrangement will involve a trial period of up to three (3) months.

Should the trial period be successful, the arrangement may be extended to either a six (6) month or 12 month period.

Should the three (3) month trial period be unsuccessful, the arrangement will be terminated by providing two weeks' notice (stating the reason/s).

A Working from Home arrangement must be re-negotiated every 12 months and may be terminated (either a three (3) month trial period or a formal Working from Home Agreement), by providing a minimum of four (4) weeks' written notice) should:

- the business needs of the workgroup change;
- the employee fail to meet the conditions of the agreement;
- the employee's performance is considered unsatisfactory, or
- the employee has been found guilty of misconduct.

3.7.1 Criteria for formal Working from Home Agreements

A formal Working from Home Agreement will be required for:

- regular or significant periods of home-based work; and
- any home-based work which requires the purchase or ongoing maintenance of equipment.

The criteria to assess and approve a formal Working from Home application include:

- Operational feasibility, (e.g. is it operationally feasible to work from home more than two (2) days per week?).
- Work with clearly defined, measurable objectives that are not subject to sudden changes in priorities.
- Work with a high degree of autonomy or clearly defined areas of individual work, e.g. project or policy work, system design and development.
- Staff who can balance work and personal responsibilities, safely work from home and be productive in such an environment.
- Employees who demonstrate the capacity to produce timely and quality work outside the social interaction and infrastructure of the office worksite.
- Availability and provision of appropriate and necessary equipment and its maintenance on a cost-neutral basis.
- Consideration of the needs of the overall work area as well as the individual employee.

The types of roles that are unlikely to suit a Working from Home arrangement include those in which the majority of duties:

- require constant close or direct supervision;
- involve supervision of other staff;
- require face-to-face contact with clients, e.g. reception, doctors, nurses, cashiers;
- require regular face-to-face contact and/or interaction with colleagues and team members;
- require attendance to co-ordinate or assist in responding to contentious, external issues which require prompt attention; or
- need to be carried out at the worksite, e.g. radiography, nursing, sterilisation services.

3.7.2 Informal, ad hoc or irregular working from home arrangement

Whilst an informal, ad hoc or irregular Working from Home arrangement does not require an employee to complete a Formal Working from Home Agreement Form, or for a formal worksite inspection to be undertaken of the home-based worksite, the employee must ensure that the home-based worksite is maintained to a safe standard which complies with SA Health Work Health and Safety requirements.

An employee must ensure that prior to undertaking informal, ad hoc or irregular work from home, that approval has been provided in advance (either verbally or in writing) from their Manager.

3.7.3 Satellite/remote office-based work

Satellite/remote office-based work applies when an employee works part of their working week at a satellite/remote office.

This arrangement is dependent on the availability of workspace at the nominated satellite/remote office and negotiation with both the employee's Manager and the Manager of the satellite/remote office.

3.7.4 Determining the appropriateness of a Working from Home arrangement

A request to participate in a Working from Home arrangement will be considered on an individual basis having regard to the nature of the work, the type of role, business requirements and potential resource costs.

Each case must be operationally feasible and practical for the overall operation of the work area.

A home-based worksite inspection must be completed should a Manager deem that participation in a formal Working from Home arrangement is feasible.

If the home-based worksite is deemed safe (or reasonable adjustments can be made to ensure safety), the employee and Manager must complete a Formal Working from Home Agreement Form which will require approval by the relevant delegate.

3.7.5 Cost Neutrality

Implementation of a formal Working from Home Agreement should be cost neutral and not incur any extra administrative costs. However, based on business requirements, approval for setting up equipment, in the home-based worksite (e.g. broadband access) is at the discretion of the Manager.

Managers should consider the following when determining the costs and benefits associated with implementing a formal Working from Home Agreement:

- Cost/s associated with Remote Network Access (VPN).
- The potential for productivity gains or losses (depending on the duties and the employee).
- Retention of the employee and their skills versus the cost/s of recruiting and/or retraining of other staff.
- The ability to attract quality staff as an "employer of choice".

3.7.6 Work Health and Safety considerations

SA Health is committed to providing a safe and healthy place of work for all employees. This extends to employees who participate in a Working from Home arrangement.

All work health and safety policies and procedures that apply to employees of SA Health will, as far as practicable, apply in carrying out work at a home-based worksite.

3.7.7 Managing the risk of a Working from Home arrangement

Employees are expected to work in a safe manner regardless of whether they are participating in a formal or informal Working from Home arrangement.

3.7.8 Managing Work Health and Safety risks

Employees may be injured in the course of work they undertake at home and may choose, if injured, to lodge a Worker's Compensation Claim.

Managers should address any potential risks prior to formalisation of a Working from Home Agreement.

3.7.9 Home based Worksite Safety Inspection(s)

Managers must ensure that the employee completes a Home-Based Worksite Inspection Checklist of the designated home-based worksite prior to approval and finalisation of a Formal Working from Home Agreement.

Employees may seek advice and/or assistance in completing the Home-Based Worksite Inspection Checklist by contacting the local WHS Business Unit.

An employee with a pre-existing injury may require ergonomic advice regarding their home workstation. Please contact your local WorkFit Services Consultant or email HealthWorkFitServices@sa.gov.au if you require assistance.

A Home-Based Worksite Inspection Checklist is to be completed on an annual basis for those employees participating in a Working from Home Arrangement which is long term (greater than 12 months), in nature.

The Home-Based Worksite Inspection Checklist should include the designated work area and other areas of the home that will be accessed by the employee when working from their home, particularly commonly used areas such as the amenities and kitchen area.

Completed Home Based Worksite Inspection Checklist(s), along with the Formal Working from Home Agreement must be retained in the employee's personal file.

3.7.10 Incident Reporting

Employees participating in a Working from Home arrangement are required to report all hazards/incidents/injuries that occur at their home worksite.

In accordance with SA Health Policy Directive – Work Health Safety Reporting and Investigation, efficient and timely hazard and incident reporting, investigation and resolution is an integral component of a successful and compliant safe work system.

All WHS hazards, incidents with/or without harm, must be reported to the SA Health Safety Learning System (SLS). Refer to SA Health WHS Procedure – Reporting and Investigation WHS Hazards and incidents and SA Health WHS- Injury Management Flowchart and SA Health Safety Incident Reporting and Investigation Procedure for further information.

Managers must investigate all reported hazards and incidents and take appropriate action by discussing with the employee how the incident occurred and determining whether further action will be required.

Should an employee sustain an accident or injury whilst Working from Home, the employee is required to report the injury or illness to their Manager prior to the end of the working day. The incident must also be reported on the WHS Safety Learning System and to WHS Injury Management on 1800 702 264.

SA Ambulance (SAAS) employees must report the injury to the SAAS State Duty Manager on 1300 886 268.

All claims for Workers Compensation will be determined in accordance with the requirements for the Return to Work SA Act 2014.

3.7.11 Workers' Compensation

Employees who are participating in a Working from Home arrangement are covered by the same principles of Work Health and Safety (WHS) and Return to Work that apply to other employees.

3.7.12 Work Injured Employees

Should an employee be on a Return to Work program, the relevant Local Health Network WHS Return to Work Consultant must be consulted prior to formalising a Formal Working from Home Agreement.

Employees should be aware that a Working from Home arrangement may not be appropriate as part of a Recovery and Return to Work program following an injury.

3.7.13 Details of the Working from Home Agreement

A formal Working from Home Agreement, signed by both parties, is required for all formal Working from Home arrangements. The formal Working from Home Agreement must contain as much detail as practicable concerning negotiated and agreed arrangements, including:

- the designated work area;
- indicate whether the employee has a pre-existing injury;
- start date and duration of the arrangement;
- work arrangements, e.g. work to be undertaken between the hours of 9.00am to 5.00pm;
- work performance and outcomes;
- dependent care;
- access to the home based worksite;
- confidentiality;
- security and insurance;
- costs;
- equipment;
- communication;
- training and development;
- alteration or termination provisions;
- WHS conditions and requirements; and
- any other terms and conditions.

3.7.14 Work performance

Work performance should be considered as part of the employee's normal performance review and development process. Monitoring of work performance should include completion of particular aspects of work/projects and the employee meeting agreed outcomes within designated timeframes.

3.7.15 Dependent Care

The provision of dependent care (e.g. care of a child with a broken limb, care of a family member recovering from an injury) for family members may be appropriate in some situations provided that the employee's productivity whilst working at home is not unduly impacted by the level of care they are required to provide to a dependent.

The Manager and employee should negotiate the provision of dependent care on a case-by-case basis.

3.7.16 Access to the home-based worksite

SA Health will normally provide 24 hours' notice prior to accessing the home work area by family and personal visitors during working hours to assist in maintaining security, confidentiality and productivity levels.

3.7.17 Insurance

Employees are responsible for checking whether a Working from Home arrangement may have any impact on their existing household insurance arrangements, including public liability or equipment covered by their personal home and contents insurance. Employees are also responsible for notifying their household insurer (if required), that their home is to be used for work purposes.

Employees should note that they are responsible for any third parties who visit their home-based worksite and as such may wish to take out public liability insurance.

Employees will be responsible for any loss or damage to their own equipment or assets.

It is recommended that an employee participating in a Formal Working from Home arrangement record the name of their household insurer (and associated policy number) on the Home-Based Worksite Inspection Checklist.

3.7.18 Equipment

Responsibility for the cost, provision, maintenance and support of equipment and associated supplies should be clearly outlined in the formal Working from Home Agreement, including but not limited to:

- computer (outline whether supplied by SA Health or the employee);
- internet plan / internet dongle, data costs (outline whether cost/s to be borne by SA Health or the employee);
- workstation (outline whether supplied by SA Health or the employee);
- telephone line and remote network access (outline whether cost/s to be borne by SA Health or the employee);
- facsimile machine, printer (outline whether supplied by SA Health or the employee);
- stationery (outline whether supplied by SA Health or the employee); and
- the cost of any utilities (e.g. electricity), is at the expense of the employee.

The need and cost of any consumables, e.g. stationery, must be discussed and agreed to prior to commencement of a formal Working from Home Agreement.

The formal Working from Home Agreement must clearly state which party is responsible for costs associated with the ongoing running of any equipment in the home-based worksite.

All equipment provided by SA Health must be returned to the workplace upon expiry or termination of a Working from Home Agreement.

3.7.19 Security, Information, communication technology and records management

SA Health is responsible for protecting the SA Health IT network from unauthorised access, protecting confidentiality, integrity and availability of information to ensure compliance to legislative, regulatory and SA Government requirements. All user access violations are monitored and improper use investigated by SA Health ICT Services.

If a Working from Home Agreement involves access to SA Health resources and computer networks, the Manager and employee must ensure that appropriate security measures are in place, and that the employee abides by the standards and guidelines contained in the SA Health Electronic Communication Policy Directive, SA Health Acceptable Use Policy Summary and the SA Health ICT Security Policy Directive.

3.7.20 Security of information and communication technology

An employee must:

- Ensure the security and confidentiality of SA Health's documents and files.
- Ensure the security of access to SA Health's computer network.
- Ensure that SA Health's assets, files and documents are insured against theft,
- Report any breach of security or damage to SA Health's property.

Employees accessing or using official information and other information assets must ensure that confidential material is not left unattended and that it is locked and secured overnight.

3.7.21 Communication

For formal (regular or "project based") Working from Home arrangements, the Manager and employee should discuss and agree to a method for communication and arrangements for attendance at meetings and other events (such as training and development) which may necessitate the employee being away from the home-based worksite during agreed working hours.

Should the Manager agree to the employee undertaking an informal (i.e. irregular or ad hoc working from home arrangement), it is appropriate for employees to negotiate each occasion with their Manager prior to working a day or part of a day from home.

Should an employee be undertaking a mix of home-based work and working from the office worksite, there is an expectation that the employee will attend work for key departmental meetings as designated by their direct line Manager.

3.7.22 Rejecting an application to participate in a Working from Home arrangement

Where an application to participate in a Working from Home arrangement is declined, the reason/s for rejecting the application (either formal or informal), should be documented and discussed with the employee.

The employee and Manager should sign the Formal Working from Home Agreement, indicating that the reasons have been explained to the employee. The Formal Working from Home Agreement should then be placed on the employee's personal file.

Should a Health Care Act employee consider they have been treated unreasonably or unfairly in their request to participate in a Working from Home arrangement, they are able to seek redress pursuant to Section 3-1-3 (Administrative Decision Grievance Procedure) of the SA Health (Health Care Act) Human Resources Manual.

Should a Public Sector Act employee consider they have been treated unreasonably or unfairly in their request to participate in a Working from Home arrangement, they are able to seek redress in accordance with sections 60 and 61(1) of the Public Sector Act 2009.

3.7.23 Alteration and Termination of the Working from Home Arrangement

The Formal Working from Home Agreement may be amended (by either party) with mutual consent with amendments being made in writing.

Alterations to a formal Working from Home Agreement may include a change in contact details of the home worksite.

A formal Working from Home Agreement automatically terminates should:

- The employee be reassigned or appointed to a different position.
- The address of the home worksite changes or the home worksite becomes unavailable for any reason, in which case the employee must return to his or her normal office worksite.
- A formal Working from Home Agreement may be terminated on notice of four (4) weeks' notice in writing), after which time the employee must return to their normal office worksite, if:
 - The employee fails to meet the conditions of the Agreement.
 - It is considered that the Working from Home Agreement is no longer in the best interest of the relevant parties.
 - SA Health is not able to meet its obligations under the Work Health and Safety Act 2012 or the Return to Work Act 2014 at the home based worksite.
 - The employee's performance is considered unsatisfactory.
 - The employee has been found guilty of misconduct.

3.7.24 Flexitime, Overtime and Time off in Lieu (TOIL)

Accrual of flexitime, overtime and TOIL is not available during the days the employee has nominated as working from the home-based worksite unless prior approval has been provided by their Manager.

3.7.25 Absences

An employee who is participating in a Working from Home arrangement will be required to follow the same processes for notifying of absences (e.g. sick leave, carers leave) that apply to all staff.

An employee's entitlement to sick leave is unaffected by a Working from Home arrangement. Should an employee take sick leave (including family carer's leave) on the day or days that were nominated to work from home, the usual hours must be recorded as sick leave, and the usual arrangements for a medical certificate or other evidence apply.

An employee's entitlement to recreation leave is unaffected by a Working from Home arrangement.

3.7.26 Learning and Development

Employees participating in a Working from Home arrangement will continue to have the same opportunities to access and participate in relevant development opportunities (including accredited training), as any other employee.

Details of processes or arrangements for learning and development may be included (as outlined in the employee's development plan), in the formal Working from Home Agreement.

3.8 Combining Work and Breastfeeding

Available to employees who will be allowed, where possible, a flexible working schedule in order to express breast milk, breastfeed or bottle feed their child, either in a private space or using alternative appropriate facilities nearby.

SA Health is committed to fostering a supportive work environment for women who choose to continue to breastfeed when returning to the workplace from maternity leave by:

- providing suitable and reasonable workplace facilities for employees who choose to express breast milk or breastfeed their child;
- providing lactation breaks during work hours without loss of pay;
- in certain circumstances (where it does not impact on operational requirements), releasing employees from the workplace during work hours for the purpose of breastfeeding their child at a non-work location;
- supporting access to flexible work options;
- ensuring employee awareness of this policy; and
- seeking to eliminate any unlawful direct and/or indirect discrimination on the grounds of breastfeeding.

Employees who choose to breastfeed are to be supported in that choice and treated with dignity and respect in the workplace.

3.8.1 Facilities for breastfeeding and expressing milk in the workplace

The minimum requirements for an appropriate workplace facility would include, where practicable:

- an appropriate venue (e.g. a private, clean hygienic space which is suitably signed and/or lockable);
- appropriate seating and a table or bench to support breastfeeding equipment, e.g. breast pump
- access to an electrical outlet;
- access to a refrigerator and a microwave;
- access to running water; and
- an appropriate receptacle for nappy and rubbish disposal.

Employees utilising workplace facilities should ensure that:

- breastfeeding or expressing milk is carried out in the designated workplace facility;
- children transported to the workplace are delivered directly to the workplace facility provided for the purpose of breastfeeding;
- caregivers and children in their care that may be required to attend the workplace, do so consistent with workplace visitor policy and protocols and leave the workplace at the completion of each breastfeeding break;
- expressed milk is appropriately stored (i.e. labelled and dated) before being placed in the refrigerator;

- the workplace facility is left clean and tidy; and
- Work Health and Safety (WHS) policies and procedures are adhered to;
- if suitable refrigeration facilities are not available at the worksite, the Manager and employee may explore reasonable alternatives.

Alternatives might include:

- the employee expressing milk and discarding to ensure maintenance of the milk supply and comfort of the employee; and/or;
- using alternative appropriate facilities.

3.8.2 Lactation Breaks

Paid lactation breaks are to be made available to employees to breastfeed or express breast milk during paid work hours until the child is 12 months of age.

Paid lactation breaks may be provided beyond a child's first birthday following negotiation with management, taking into consideration operational business needs and the individual.

3.8.3 Length of breaks

Up to one (1) hour is provided for lactation breaks without loss of pay. For employees requiring more than one (1) hour for combined lactation breaks during a standard working day, flexible work arrangements may be considered to cover the time in excess of that hour.

- A full time employee is entitled to a maximum of one (1) hour of paid lactation breaks per work day.
- A part-time employee working more than four (4) hours per day is entitled to a maximum of one (1) hour of paid lactation breaks per work day.
- A part-time employee working four (4) hours or less per day is entitled to only one (1) paid lactation break of up to 30 minutes per day.
- It would be expected that the number and/or duration of lactation breaks would decrease as the child gets older.

3.8.4 Length and timing of breaks (SAAS emergency operational employees only)

- Up to two (2) half hour (30 minute) breaks are provided to SA Ambulance Service emergency operational employees for lactation breaks without loss of pay.
- Timing of breaks will be determined according to shift length and are to be facilitated following negotiation between the Manager and employee.
- Lactation breaks may be taken in conjunction with crib and meal breaks.

3.8.5 Timing of breaks

- Such arrangements must have prior agreement between the employee and the Manager.
- The frequency, duration and timing of lactation breaks should be negotiated and agreed between the employee and their Manager to allow the flexibility required to breastfeed or express milk.
- Employees should discuss their breastfeeding requirements with their Manager prior to returning to work from maternity leave.
- Managers have an obligation to ensure that the timing of lactation breaks takes into account reasonable operational business and organisational needs with a focus on minimising disruption to service delivery and the workplace.
- Arrangements for lactation breaks are to be reviewed regularly to ensure an appropriate balance is maintained between the employee's needs and operational requirements over the longer term.
- Review dates are to be determined on a case-by-case basis, but are not expected to exceed three (3) months.
- Paid lactation breaks are available to breastfeeding women until their child is 12 months of age. After this time it is expected that employees who wish to continue breastfeeding or expressing milk will do so in their own time.

- If there is a need to delay the taking of a lactation break, efforts should be made to ensure that the employee is able to take the break as soon as practicable in order to minimise any risks to the employee's health or milk supply or the child's wellbeing.
- If an employee needs to leave the worksite in order to breastfeed her child (e.g. attend a nearby crèche), the travelling time to and from the child is to be deducted from the one (1) hour lactation break. Any additional time taken will be in the employee's own time - [excludes SA Ambulance Service emergency operational employees due to operational requirements and being available to respond].

3.9 Patterned Long Service Leave (PLSL)

A Patterned Long Service Leave working arrangement is available to all SA Health employees.

Patterned Long Service Leave is an arrangement where single days of long service leave are accessed on a patterned basis (for example every Friday), so that the employee is able to work on a part-time basis without reducing the total fraction of time (or pay) for which they are employed. The period/s of Patterned Long Service Leave are planned and applied for in advance.

Single days of long service leave will be converted from calendar to working days, i.e. a standard working day is equal to 1.4 calendar days for long service purposes.

Should the employee not work a standard work day, the appropriate conversion from the calendar day equivalent will be made in hours.

3.9.1 Agreement Period

A Patterned Long Service Leave work arrangement will operate for a specified period up to a maximum of twelve months and may commence at any time during the year.

3.9.2 Combination of leave/working arrangements

Patterned Long Service Leave may be taken in conjunction with flexitime and paid leave such as recreation leave and paid parental leave. Employees working compressed weeks are eligible to participate in a Patterned Long Service Leave work arrangement.

An employee may apply to convert a Patterned Long Service leave day to special leave with pay, for example cultural leave to attend a funeral. Refer Section 4.6, Special Leave with Pay for individual needs and responsibilities Policy Guideline

3.9.3 Rate of pay

Previous periods of part-time employment and length of tenure may impact on the rate of pay whilst participating in a Patterned Long Service work arrangement. Employees are advised to check with Shared Services SA in order to confirm their applicable rate of pay.

3.9.4 Sick Leave

An employee who is sick whilst on a Patterned Long Service leave day may, provided that the employee produces a medical certificate covering the period of illness, apply to convert the period to sick leave/family carer's leave, if available.

A Patterned Long Service leave day falling within or abutting a period of sick leave will count toward the requirement to provide a medical certificate for sick leave absences of more than three (3) days.

3.9.5 Taxation

Participation in a Patterned Long Service Leave work arrangement will not impact on an employee's taxable rate of income.

3.9.6 Salary Increments

Salary increment dates and accrual of entitlements will not be affected by participating in a Patterned Long Service Leave work arrangement.

3.9.7 Work Injury

Should an employee sustain a work injury whilst participating in a Patterned Long Service Leave work arrangement, the Patterned Long Service Leave work arrangement will be discontinued and compensation payments made on the basis of the employee's average weekly earnings.

3.9.8 Part time employees

Part-time employees are eligible to participate in a Patterned Long Service Leave work arrangement.

3.9.9 Outside Employment

An employee participating in a Patterned Long Service Leave work arrangement is unable to undertake outside employment on days which form part of a Patterned Long Service Leave work arrangement.

3.9.10 Application process

Employees wishing to participate in a Patterned Long Service Leave work arrangement must, in the first instance, discuss details of the proposal with their direct line Manager.

3.9.11 Timelines

Participation in a Patterned Long Service Leave work arrangement will be reviewed (depending on the period of leave applied for) either on a three (3) or six (6) monthly basis.

An application to extend a Patterned Long Service Leave work arrangement will be considered on a case by case basis.

3.9.12 Approval Process

Participation in a Patterned Long Service Leave work arrangement will be reviewed (depending on the period of leave applied for) either on a three (3) or six (6) monthly basis.

An application to extend a Patterned Long Service Leave work arrangement will be considered on a case by case basis.

Applications will be considered on a case by case basis with the acceptance or refusal of a request being determined in consideration of:

- possible industrial implications;
- confirmation that the employee has sufficient long service leave accrued to cover the period being applied for;
- operational requirements and possible impact on service delivery to clients;
- SA Health's commitment to fostering flexible working arrangements;
- improving employee satisfaction by enabling the balance of work, family and other personal obligations and interests;
- potential impact on other employees; and
- potential costs to SA Health.

Consideration of an individual's performance must not form part of the decision making process.

A negotiated compromise may be possible where a request cannot be granted as requested by the employee.

Documentation of an approved Patterned Long Service Leave work arrangement must include a:

- completed and signed application form; and
- list of each day and date proposed to be taken to enable accurate recording on the CHRIS payroll system.

Should an application to participate in a Patterned Long Service Leave work arrangement be declined, the line Manager;

- will record the reasons for the refusal in writing;
- advise the employee; and
- provide a copy of the reasons for refusal.

3.9.13 Review Process

Participation in a Patterned Long Service Leave work arrangement will be reviewed:

- on a six (6) monthly basis
- prior to any re-negotiation and/or extension to participate in a Patterned Long Service Leave work arrangement;
- whenever there are changes to the structure of the organisation or;
- as part of a review of performance, tasks and priorities for the organisation.

3.9.14 Variation to a Patterned Long Service Leave work arrangement

Line Managers may vary the arrangement in consultation with the employee in order to accommodate business requirements and customer service obligations.

Employees may request a variation to their Patterned Long Service Leave work arrangement should their circumstances change. The onus is on the employee to request the variation and provide reasons for the request.

3.9.15 Altering a period of approval Patterned Long Service Leave

A period of Patterned Long Service leave may only be altered with the agreement of the line Manager and will be subject to arrangements which have been made to possibly replace the employee or and any associated commitment/s which have previously been made to other employees.

3.9.16 Terminating a period of approved Patterned Long Service Leave

A period of approved Patterned Long Service Leave may be terminated as follows:

- at the request of the employee: by providing at least four (4) weeks' notice in writing; or
- by the Manager: by providing at least four (4) weeks' notice in writing should circumstances mean that the leave can no longer be accommodated within operational requirements of the work area.

Where an employee requests the early termination of a period of Patterned Long Service Leave, such termination will be subject to any arrangements made for the replacement of the employee during the period of approved Patterned Long Service Leave and/or obligations to other employees.

Should circumstances change within the work area, the preferred option is for the Manager to negotiate changes to the approved Patterned Long Service

Leave dates with the employee and vary, rather than terminate, the Patterned Long Service Leave work arrangement.

3.9.17 Documentation

Where a period of Patterned Long Service Leave is terminated prior to the end of the agreed period, the date of the termination, reasons and any associated conditions must be documented and acknowledged by the Manager and employee.

3.9.18 Appointment to another role

Should an employee move to another agency or cease employment with SA Health, the approved period of Patterned Long Service Leave will end.

3.10 Parenting

There are a range of provisions to assist employees to fulfil their parenting obligations, including those obligations that cannot be attended to outside working hours. These include Paid Maternity and Paid Adoption Leave, Commonwealth Paid Parental Leave, short term Special Leave (with or without pay) and long term Special Leave without Pay.

3.11 Long Service Leave (LSL) – payout in lieu of taking leave

Whilst not a flexible working arrangement, LSL payout in lieu of taking leave relates to work life balance and is, on occasion, requested by eligible employees to help assist in cases of financial hardship.

Employees who have completed seven (7) years or more effective service in the South Australian Public Service may make application for payment in lieu of a period of LSL to which the employee has an accrued entitlement.

An employee is responsible for submitting a written application in order to be paid the value of accrued LSL. The application is to outline the reasons the employee is requesting payment in lieu of LSL and must be addressed to the relevant delegate.

Employees need to consider taxation (including HECS) implications when seeking payment in lieu of LSL. Refer Workforce Operations Advice WOA0010-15 - Requests for Payment in lieu of Long Service Leave for further information.

3.12 Transition to Retirement

Eligible employees may access a proportion of accrued superannuation benefits as regular income while working a reduced number of hours and/or in a lower classification. Refer to the SA Health Transition to Retirement Policy Guideline for further information.

3.13 Grievance Resolution

3.13.1 Employees covered by Part 7 of the Public Sector Act

Employees under Part 7 of the *Public Sector Act 2009*, who are aggrieved and directly affected by a management decision, may apply for internal review of the decision by the Department for Health and Wellbeing in accordance with Section 59 of this Act and the Public Sector Regulations 2010, Sections 26 and 27. If the matter is not resolved, it may be reviewed externally as provided by section 62 of the Act and section 28 of the Regulations.

3.13.2 Health Care Act employees

Employees under the *Health Care Act 2008*, who are dissatisfied with a decision, must first discuss the grievance with their immediate supervisor and between them attempt to resolve the matter. The employee may seek the help of their local Human Resources Officer, union representative or another appropriate person in resolving the grievance with the immediate supervisor.

If the grievance cannot be resolved or if the employee is not satisfied with the proposed settlement or immediate supervisor's decision, they may submit the matter in writing to the Chief Executive Officer (or delegate) for decision. Refer also to Part 3 Grievances and Disputes in the SA Health (Health Care Act) Human Resources Manual.

3.13.3 Grievance and Dispute procedures in Enterprise Agreements

Employees may also avail themselves of the grievance and dispute procedures within the industrial instruments applicable to them.

4. Implementation and Monitoring









This Policy Guideline will be evaluated in relation to the impact/s on:

- customers, key stakeholders;
- business requirements;
- employee absenteeism; and
- employee productivity.

Managers may be required to report on:

- The availability of each of the flexible working arrangements within their respective sites.
- The number of employees participating in each of the flexible working arrangements.
- The number of employees declined flexible working arrangements.
- The reasons for any exclusion or refusal.

5. National Safety and Quality Health Service Standards

 National Standard 1 Clinical Governance	 National Standard 2 Partnering with Consumers	 National Standard 3 Preventing & Controlling Healthcare-Associated Infection	 National Standard 4 Medication Safety	 National Standard 5 Comprehensive Care	 National Standard 6 Communicating for Safety	 National Standard 7 Blood Management	 National Standard 8 Recognising & Responding to Acute Deterioration
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Definitions

In this policy:

- **48/52 working arrangement** means a voluntary agreement between an employee and SA Health which enables the employee to take between one (1) to four (4) weeks unpaid leave per service year, funded by fortnightly deductions over a specified period.
- **4/5 working arrangement** means a voluntary agreement between an employee and SA Health which enables the employee to work four (4) years of a five (5) year period while being paid at 0.8 of their full time substantive salary over the entire five (5) year period. Leave is taken for 12 months after four (4) years' service. As the period of leave is greater than 22 working days, the employee's conditions are affected.
- **accounting period** means the four (4) week period over which the hours worked are to be reconciled.
- **carer** means an employee who provides personal care, support and assistance to another individual in need of support due to disability, medical condition, including terminal or chronic illness, mental illness or is frail and aged.
- **carry-over time** means time that can be carried over from one accounting period to another. It is the difference between actual time worked and the number of hours for which an employee is employed. Carry over time may be a positive or negative amount, reflecting either credit or debit hours.
- **chief executive** means Chief Executive of the Department for Health and Ageing or Chief Executive Officer of a Local Health Network, Health Service or SA Ambulance Service (SAAS).
- **compressed weeks** means an arrangement in which an employee works his/her normal hours (e.g. 37.5 hours in a week) in fewer than the normal number of days per month.
- **core time** means the time between the latest permissible starting time and the earliest permissible finishing time when employees are required to be on duty.
- **delegate** means an SA Health non-executive employee at ASO7 (or equivalent) and above.
- **equipment** means computer, modem, telephone, fax or other electronic or related office equipment required.
- **flexi leave** means accessing accumulated credit hours.
- **flexitime** means a flexible work arrangement enabling an employee to negotiate how and when hours will be worked within the parameters of the provisions associated with flexitime.
- **flexitime hours** are those hours worked additional to the standard 7.5 hour day as agreed by the employee and their Manager on a case by case basis.
- **home based work** means performance of duties at the home based worksite as agreed between SA Health and the employee.
- **home based worksite** means a designated workspace within an employee's home where the employee will perform home based work.

- **management** means a Manager responsible for the day to day management of the working arrangements for a group of employees.
- **maximum hours** means the maximum aggregate hours that an employee may work in a specified period.
- **nominated day off** means the nominated day each fortnight or month on which an employee will not work.
- **normal working hours** means an employee's normal and regular hours of work.
- **part-time** means an employee who works less than a full-time employee with the hours generally being fixed and constant.
- **patterned long service leave** means an agreement which allows an employee to access single days of long service leave on a patterned basis so that the employee is able to attend work on a part-time basis without reducing the total fraction of time for which they are employed/paid.
- **purchased leave** means an arrangement which enables an employee to exchange an agreed reduction in their salary over a specified period for extra periods of leave.
- **purchased leave pay rate** means the fortnightly pay rate payable to an employee upon entering into a purchased leave working arrangement. It is calculated by deducting the amount of salary that is given up for the period of purchased leave from the gross annual salary payable and converting this to a fortnightly rate.
- **satellite/remote based work** means when an employee works part of their working week at a satellite/remote office.
- **standard hours** means the total number of hours worked in an accounting period, for example for a full time employee working 37.5 hours per week the standard hours for the four (4) week accounting period are 150 hours.
- **substantive pay rate** means the fortnightly pay rate that would have been paid to the employee had they not entered into a purchase leave working arrangement. The gross annual salary payable is the sum of the financial year.
- **transition to retirement** means an arrangement which enables an employee aged 55 years or over to transition out of their existing employment and into retirement by reducing either the number of hours worked and/or their classification while accessing a proportion of accrued superannuation benefits as regular income.
- **working from home** means an arrangement which enables an employee to work specified hours at home instead of at their usual worksite location.

7. Associated Policy Directives / Policy Guidelines & Resources

7.1 Legislation

- [Disability Discrimination Act 1992 \(Cth\)](#)
- [Equal Opportunity Act 1984 \(SA\)](#).
- [Fair Work Act 1994 \(SA\)](#).
- [Public Sector Act 2009 \(SA\)](#).
- [Health Care Act 2008 \(SA\)](#).
- [Work Health and Safety Act 2012 \(SA\)](#).
- [Carer's Recognition Act 2005 \(SA\)](#).
- [Disability Services Act 1993 \(SA\)](#).
- [Mental Health Act 1993 \(SA\)](#).
- [Workplace Gender Equality Act 2012 \(Cth\)](#).
- [Long Service Leave Act 1987 \(SA\)](#).

7.2 Enterprise Agreements

- SA Health Salaried Medical Officers Enterprise Agreement 2013.
- SA Health Visiting Medical Specialists Enterprise Agreement 2012 - consolidated.
- Department of Health Clinical Academics Enterprise Agreement 2014.
- Nursing/Midwifery (SA Public Sector) Enterprise Agreement 2013.
- SA Ambulance Service Enterprise Agreement 2011.
- SA Government Wages Parity (Plumbing, Metal and Building Trades Employees) Enterprise Agreement 2011.
- South Australian Modern Public Sector Enterprise Agreement: Salaried 2017
- SA Government Wages Parity (Weekly Paid) Enterprise Agreement 2015.
- Grant Funded Scientists Unregistered Agreement.

7.3 Government policies and publications

- [Australian Government Fair Work Ombudsman Best Practice Guide – Work and Family.](#)
- [Commissioner's Guideline and Determination: Flexible Workplaces.](#)
- [Commissioner's Determination 3.1: Employment Conditions – Hours of Overtime and Leave](#)
- [Conditions of Employment for Weekly Paid Employees 2013.](#)
- [Office of the Commissioner for the Public Sector Employment: Diversity \(website\).](#)
- [Gender Equality in Leadership: A strategy for gender equality in the South Australian Public Sector.](#)
- [International Labour Organisation Convention. Equal Opportunities and Equal Treatment for Men and Women Workers.](#)
- [World Alliance for Breastfeeding Action \(1996\). Achieving Mother Friendly Workplaces. ACTU. Melbourne, Vic.](#)
- [National Health and Medical Research Council 2012, Infant Feeding Guidelines. NHMRC, Canberra, p59.](#)

7.4 SA Health references, policies and related resources

- Acceptable Use Policy Summary.
- Attendance Management Guideline.
- Carer Participation Position Statement.
- Domestic Violence Policy Directive.
- Electronic Communication Policy Directive.
- Flexible Formal Working from Home Agreement.
- Flexible Work Request Form.
- Home-based Worksite Inspection Checklist.
- ICT Security Policy Directive.
- Information Asset Classification Policy Directive
- Local Human Resources Instrument of Delegations and Schedule of Authorisations.
- Outside employment or other remunerative activity Policy Directive (once approved).
- Partnering with Carers Policy Directive.
- Remote or Isolated Work Safety (WHS) Policy Directive.
- Non-Work Related Disability or Medical Incapacity Policy Directive.
- SA Health (Health Care Act) Human Resources Manual.
- Safety Incident Reporting and Investigation Policy Directive
- Software and Hardware Management Policy Directive.
- Workforce Operations Advice- WOA0010_15: Request for Payment in lieu of Long Service Leave
- Workforce Operations Advice WOA0010-15 - Requests for Payment in lieu of Long Service Leave.

8. Document Ownership & History

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30/10/2013	V1.0	Portfolio Executive	Original approved version.

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