

HR3.2 Flexible Working Arrangements

Purpose

1. SAVVY supports a diverse and inclusive workforce and recognises that some of its employees require working arrangements that are outside the traditional full time work structure.
2. This policy sets out the circumstances in which requests for flexible working arrangements can be made by employees, and the procedure for determining whether those requests may or may not be granted by SAVVY

Alignment with Practice Standards

1. Module 2: Provider Governance and Operational Management

Legislative Alignment

1. Fair Work Act (2009)
2. Carer Recognition Act (2010)
3. Disability Discrimination Act (1992)

Key Responsible Executive

Chief Executive Officer

For More Support

1. Head of Human Resources
2. People Manager

Policy Statement

1. This policy applies to all full time and part time employees of SAVVY, and casual employees who have had regular employment for a 12 month period and where there is a reasonable expectation of continued work.
2. Employees may make a request for flexible working arrangements if one or more of the following circumstances apply to them:
 - a. the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - b. the employee is a carer (within the meaning of the Carer Recognition Act 2010 - see definitions section above);

- c. the employee has a disability;
- d. the employee is 55 or older;
- e. the employee is experiencing violence from a member of the employee's family;
- f. the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

3. Types of Flexible Working Arrangements

- a. Changes to pattern of hours
 - i. A flexible working arrangement may involve a change to the employee's pattern of hours, including start and finish times or days worked.
 - ii. As part of a flexible working arrangement, the employee may agree with their direct manager on a flexible hours' arrangement that suits business needs and personal preferences.
- b. Part-time agreement
 - i. The employee may request a reduction in the number of hours worked as part of the flexible working arrangement. This may be in the form of a part-time agreement. Agreements will need to balance the organisation's operational requirements and the employee's personal needs.
 - ii. Agreements will be for a maximum period of 12 months, unless engaged on a part-time contract.
 - iii. If the employee applies for another role within SAVVY, then the part-time agreement will need to be renegotiated.
- c. Job sharing
 - i. Job sharing is an arrangement where two or more employees share a job between them.
 - ii. In certain cases, requests for flexible work arrangements in the form of a reduction of hours may require job sharing. Whether job sharing arrangements are approved will depend on the business requirements and the availability of another employee to share the role.
 - iii. The maximum period a job share arrangement can be approved for is 12 months at a time.
- d. Change to working location
 - i. Unless specifically agreed in the employment contract, SAVVY provides a place of work at a shared office location for employees to complete all of their work. Where an employee requests to change their principal working location.
 - ii. One-off/ad hoc requests to work at an alternative location can be approved by the employee's direct manager. Appropriate notice of this request must be provided.
 - iii. Regular working away from the office arrangements must be approved by the CEO and the Head of Human Resources.
 - iv. If the employee's performance does not meet the agreed key performance indicators, the organisation may consider revoking any working away from the office arrangements.
 - v. In the event that a working away from the office agreement is entered into the organisation will not pay for the costs of setting up or maintaining a home office. The employee is responsible for covering this expense.
 - vi. It is expected that employees will attend the office on an agreed regular basis during the term of the agreement.
- e. Compressed working hours
 - i. As part of a flexible working arrangement, employees may request to compress their regular Monday – Friday hours to provide a shorter working week. A compressed working hours agreement must meet the following criteria:
 - the maximum working hours on any one day is 10 hours;
 - regular hours must be calculated over a two-week period.

- ii. Applications must be approved by the employee’s direct manager and Head of Human Resources.
- iii. The employee’s work-life balance and wellbeing will be taken into consideration before approving applications for compressed working hours.
- iv. Compressed working hours agreements will be for a maximum of 12 months.
- v. If the employee’s health or performance is negatively impacted because of the compressed working hours, the organisation may consider revoking the agreement.

4. Decision Making Authority

- a. The following table outlines the decision making authority for positions of SAVVY to enter into a Flexible Working Agreement.

	Request for One-Off Change	Request for Recurring Change (No more than 5 occasions)	Request for Permanent Change
Location of Work	Direct Manager	1st Approval - Direct Manager 2nd Approval - Head of HR	CEO or Chief Participant Officer
Hours of Work	Direct Manager	1st Approval - Direct Manager 2nd Approval - Head of HR	CEO or Chief Participant Officer
Attendance at an appointment	Direct Manager	1st Approval - Direct Manager 2nd Approval - Head of HR	CEO or Chief Participant Officer
Additional Hours & Time in Lieu	Direct Manager	1st Approval - Direct Manager 2nd Approval - Head of HR	CEO or Chief Participant Officer

Definitions

1. Carer

- a. In accordance with Section 5 of the Carer Recognition Act 2010, the term “carer” includes all people who provide ongoing personal care, support and assistance to any individual who has a disability, a medical condition, a terminal or chronic illness, mental illness, or fragility due to age.
- b. A person is not a carer within the meaning of Section 5 of the Carer Recognition Act 2010 where that care, support or assistance is provided under a contract of service or a contract for the provision of services, in the course of doing voluntary work for a charitable, welfare or community organisation, or as part of the requirements of a course of education or training.
- c. A person is not a carer within the meaning of Section 5 of the Carer Recognition Act 2010 merely because they are the spouse, de facto partner, parent or other relative or guardian of an individual who requires care or lives with an individual who requires care

2. Disability
 - a. The Disability Discrimination Act 1992 (DDA) defines disability broadly as:
 - i. total or partial loss of the person's bodily or mental functions; or
 - ii. total or partial loss of a part of the body; or
 - iii. the presence in the body of organisms causing disease or illness; or
 - iv. the presence in the body of organisms capable of causing disease or illness; or
 - v. the malfunction, malformation, or disfigurement of a part of the person's body; or
 - vi. a disorder or malfunction that results in the person learning differently from a person without the disorder or malfunction; or
 - vii. a disorder, illness or disease that affects a person's thought processes, perception of reality, emotions, or judgement or that results in disturbed behaviour;
 - b. and includes a disability that:
 - i. presently exists; or
 - ii. previously existed but no longer exists; or
 - iii. may exist in the future (including because of a genetic predisposition to that disability); or
 - iv. is imputed to a person.
 - c. To avoid doubt, a disability that is otherwise covered by this definition includes behaviour that is a symptom or manifestation of the disability.
3. Family - 'Family' includes persons, whether related by blood, marriage, adoption, step or fostering and those who usually reside in the same household in accordance with the Explanatory Memorandum to the Fair Work Amendment Bill 2013.
4. Family violence - 'Family violence' means violent or threatening behaviour or any other form of behaviour that coerces or controls a family member or causes that family member to be fearful. Examples may include (but are not limited to): physical violence, sexual assault and other sexually abusive behaviour, economic abuse and emotional or psychological abuse, stalking, kidnapping or deprivation of liberty.
5. Flexible work - 'Flexible work' may include, but is not limited to, varying an employee's working conditions in the following ways:
 - a. Changing hours of work
 - b. Changing pattern of work
 - c. Changing duration and times of breaks
 - d. Changing days of work
 - e. Changing how work is performed
 - f. Changing where work is performed
6. School age - The age at which a child is required to attend school in the relevant State or Territory.

Procedures

1. Process for making a Flexible Working Arrangement Request
 - a. Any request for flexible working arrangements must be made to the employee's direct manager and the request must:
 - i. be in writing;
 - ii. set out details of the change sought;
 - iii. set out details of how work will be performed under the proposed arrangements; and
 - iv. provide details of the reasons for the request.

2. Reviewing and Managing Requests
 - a. After receiving a request for flexible working arrangements from an employee, the direct manager will review the request with the Head of Human Resources and will organise a meeting to discuss the request with the employee.
 - b. Following the meeting the direct manager will provide a written response advising of whether the request is granted or refused.
 - c. The communication of the decision will occur within 21 days of when the employee submitted the request.
3. Approving a request
 - a. If the request is approved, the request and approval letter will be retained on the employment file as a variation to the employment contract for the period agreed.
4. Refusing a request
 - a. If the request is refused on reasonable business grounds, this will be communicated to the employee in writing.
 - b. Reasonable business grounds for refusal may include, but are not limited to the following:
 - i. the proposed arrangements would be too costly for the business to implement;
 - ii. there is no capacity to change the current working arrangements of other employees to accommodate the proposed working arrangements;
 - iii. it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the working arrangements requested by the employee;
 - iv. the working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity; and/or
 - v. the new working arrangements requested by the employee would likely have a significant negative impact on customer service.

References to other SAVVY policies and external sources

1. Nil

Summary of attachments

1. Nil

Version Control

1. 1 April 2023 - New Policy Creation
2. 18 August 2023 - Update of responsibilities and titles