Flexible Working Arrangements

Policy Number: C5 (QH-POL-242)

Publication date: June 2014

Purpose: To outline the options for flexible working arrangements, including job share arrangements and telecommuting.

Application: This policy applies to all employees working for:

- the Department of Health
- non-prescribed Hospital and Health Services.

Delegation: The ‘delegate’ is as listed in the Department of Health Human Resource (HR) Delegations Manual and the Hospital and Health Services Human Resource (HR) Delegations Manual – HRM Functions of the Director-General, as amended from time to time.

Legislative or other authority:
- Anti-Discrimination Act 1991
- Hospital and Health Boards Act 2011
- Public Service Act 2008
- Industrial Relations Act 1999
- Workers’ Compensation and Rehabilitation Act 2003
- Work Health and Safety Act 2011
- Building Trades Public Sector Award - State 2012
- District Health Services Employees' Award - State 2012
- Engineering Award - State 2012
- Queensland Health Nurses and Midwives Award – State 2012
- Queensland Public Service Award - State 2012
- Medical Superintendents with the Right of Private Practice and Medical Officers with Right of Private Practice - Queensland Public Hospitals Award - State 2012
- Public Service Medical Officers' Award - State 2012
- District Health Services - Senior Medical Officers' and Resident Medical Offices' Award - State 2012
- Queensland Public Health Sector Certified Agreement (No.8) 2011

Related policy or documents:
- Directive 15/13 – Recruitment and Selection
- Directive 11/13 – Transfer within and between classification levels and systems
- Directive 09/13 – Special Leave
- PSC Policy Breastfeeding and Work
- Code of Conduct for the Queensland Public Service
• Purchased Leave HR Policy C21 (QH-POL-203)
• Queensland Government Indemnity Guideline
• Queensland Health OneLook Desktop Standing Offer Arrangements
• Policy 9379 (V1.00) – Usage of Internet and Email Services
• Guideline for flexible work arrangements
• Telecommuting Forms

Policy subject:

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SCHEDULE ONE:  Job Share Arrangement Processes
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1 Flexible working options

Queensland Health supports and encourages the implementation of flexible working practices for the mutual benefit of Queensland Health and its employees. A range of flexible working options and leave provisions are provided in awards, enterprise agreements and HR related policies and directives, including (but not limited to) part-time employment, variable working hours, purchased leave, parental leave, lactation breaks, etc.

Flexible working options are to be considered in an equitable manner for the whole work unit. Client service and patient care is not to be compromised as a result of flexible working arrangements.

For further information, refer to the Guideline for flexible work arrangements.

2 Job share arrangements

A job share arrangement is a voluntary arrangement where two or more employees jointly share the responsibilities of one full-time role. Each appointee performs the full range of tasks and duties on a part-time basis. Job share arrangements may be on a ‘shared responsibility’ or ‘divided responsibility’ basis. Refer to Schedule One of this policy for job share arrangement related processes.

Job share employees have access to similar entitlements, benefits and conditions as full-time employees on a pro rata basis. All terms and conditions of employment for job share employees are in accordance with the part-time employment provisions contained in the relevant Award.

2.1 Duration of a job share agreement

All job share agreements are to have a fixed term expiry date. When a job share arrangement is intended to be for an extended period of over 12 months, the agreement is to be reviewed and/or renegotiated every 12 months as a minimum to ensure that the job share arrangements are working effectively and service delivery needs are being met. This provides an opportunity for any necessary alterations to the job share agreement to be negotiated.

2.2 Hours of work

The specific engagement periods including the minimum and maximum number of hours per day/week/fortnight which can be worked by a job share/part-time employee are prescribed in the relevant award.

A job share employee is not to work more hours in a week/fortnight than the maximum number of ordinary hours prescribed in the relevant award for a part-time employee. The combined total number of hours worked by job share employees is generally not to exceed the full-time hours for the role. However, if budget is available and the arrangement is agreeable to all parties of the job share agreement, the job share employees may work a total of 12 days per fortnight, allowing the job share employees to work three days each with one day overlapping.

The duration of work periods and total hours worked are to be sufficient to incorporate management practices which promote participation, development, training and promotional opportunities for each employee.
2.3 Overtime, additional hours and on call/recall arrangements

Job share status is not to be used as a basis to not offer staff the opportunity to work overtime, additional hours, on call and/or recall.

A manager may request a job share employee to work additional hours if the other employee has unplanned leave (e.g. sick leave). In requesting job share employees to work additional hours, managers are to consider that job share employees may have difficulty working overtime, additional hours and on call/recall due to their personal commitments which are often reasons for them working in that job share arrangement.

All payments for overtime are in accordance with the part-time provisions of the relevant award.

2.4 Resident medical officers

Given the nature of employment for resident medical officers (RMOs) a number of special conditions are to be considered when entering into a job share arrangement.

Agreements which cover conditions for job share arrangements for RMOs are to address the issue of absences of the partner including any form of leave (including recreation leave and sick leave). It is highly desirable that the job share employee cover the absences of the partner to ensure that patient care is maintained.

3 Telecommuting

Telecommuting (home-based work) is the agreed regular performance of part of an employee’s ordinary hours of duty at a home-based office during prescribed hours of work, using information technology and telecommunications as a substitute for commuting to the primary workplace. Telecommuting may apply to short and long term arrangements.

Telecommuting arrangements are on a voluntary basis and are neither an employee right nor an obligation that can be imposed on an employee, unless it is specified as a condition of employment.

Telecommuting is not to be used by an employee as a substitute for child care or dependent care. Appropriate arrangements for care are to be made.

Telecommuting arrangements are generally not to exceed three consecutive working days per week. At least two working days per week are to be spent at the telecommuter’s primary workplace or office as identified by the manager.

Refer to Schedule Two of this policy for telecommuting related processes.

3.1 Terms and conditions of employment

Existing conditions of employment continue to apply unless otherwise specified. Telecommuting does not alter an employee’s award conditions or entitlements. Authorised telecommuters are to be subject to the same work responsibilities, policies, employment terms and conditions, and legislative requirements that are applicable in the primary workplace.

A telecommuting employee’s spread of hours may be varied by mutual agreement with their manager. Hours of work, and the spread of hours, should comply with the relevant award and agreement.
4 Employee complaints

Any complaints received in relation to this policy will be managed in accordance with the relevant employee complaint process.

Definitions:

<table>
<thead>
<tr>
<th>Job share arrangement</th>
<th>A voluntary arrangement where two or more employees share the responsibilities of one full-time role with each appointee performing the full range of duties on a part-time basis.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shared responsibility job share arrangement</td>
<td>Two or more employees jointly share the responsibilities of one full-time role. Each appointee performs the full range of tasks and duties with each appointee able to continue work from where their job share partner finished.</td>
</tr>
<tr>
<td>Divided responsibility job share arrangement</td>
<td>Two or more employees jointly share the responsibilities of one full-time role. Each appointee performs the full range of duties of the role in relation to particular projects or client groups. The job share employees may be able to provide support for each other as needed (e.g. handling urgent issues when the other job share employee is not on duty). This arrangement is suitable when the role has responsibility for a number of discrete projects or client groups.</td>
</tr>
<tr>
<td>Flexible working arrangements</td>
<td>Flexible working arrangements include, but are not limited to, part-time employment, job share arrangements, telecommuting, variable working arrangements, and purchased leave.</td>
</tr>
<tr>
<td>Home-based telecommuting</td>
<td>The agreed regular performance of part of an employee’s ordinary hours of duty at a home-based office during prescribed hours of work, using information technology and telecommunications as a substitute for commuting to the primary workplace. When telecommuting is referred to in this policy it is home-based work.</td>
</tr>
</tbody>
</table>

History:

June 2014
- Policy formatted as part of the HR Policy Simplification project.
- Policy amended to:
  - limit application to Department of Health and non-prescribed HHS
  - amend policy title from ‘Telecommuting’ to ‘Flexible Working Arrangements’
  - combine and summarise flexible working arrangement related HR policies including Job Sharing HR Policy B59
  - removed provisions that are duplicated in other industrial instruments
  - update references and naming conventions.

October 2009
- Amended telecommuting (home-based work) agreement to update the mandatory documents to be submitted for records management.

April 2008
- Developed as a result of the HR policy consolidation framework.

Previous
- IRM 1.3-3 Job Sharing Arrangements
- IRM 3.10-3 Telecommuting – Arrangements for Home-Based Work During Prescribed Hours of Work
- Job Sharing HR Policy B59
Flexible Working Arrangements – Schedule One
Job Share Arrangement Processes

The following information is provided as the minimum mandatory standard practice, procedure or process to enable satisfactory compliance with this Queensland Health HR policy.

Local guidelines/procedures may be developed to facilitate implementation of this policy. Any local guidelines/procedures must be consistent with this policy and schedule and ensure employee entitlements continue to be met.

1 Initiating a job share arrangement

A job share arrangement may be employee or manager initiated. A full time employee may apply to work in their substantive role on a job share basis by submitting an application to their manager in writing. Alternatively, management may initiate a job share arrangement as a result of:

- the requirement to fill the remaining job share component of a full-time role (when approval for a job share agreement has been given to the substantive occupant of a full-time role). The job advertisement and application package are to indicate that the role is on a part-time job share basis or
- the manager identifying that job share is a suitable option for a vacant full-time role. The job advertisement and application package are to indicate that the role is job share negotiable.

2 Determining whether a role is suitable for a job share arrangement

Before a role can be filled on a job share basis, the manager is to give fair and equitable consideration to the following issues:

- whether the employee has regular and continuing employment, requiring a fixed number of hours per week/fortnight (subject to the minimum and maximum limitations prescribed in the relevant award)
- whether the outcomes of the role are achievable and continuity of operations of the work area is guaranteed. Arrangements are to be agreed to ensure that the functions of the role are adequately covered (e.g. access to the role occupant by clients, managers/team leaders and other team members)
- any other relevant issues impacting on the successful and efficient functioning of the role.

The decision to allow a job share agreement is to be driven by the service delivery needs of the facility or work area. Job share arrangements are not to be entered into if the service delivery needs are unable to be met or are adversely compromised in a way that cannot be reasonably resolved.

If the job share arrangement is employee initiated, discussions are to occur between the employee and the manager to address any identified problems (if relevant) and how these might be practically resolved. When solutions are able to be generated and it is determined that a job share arrangement can be implemented, the agreement and approval process can commence.
3 Written agreement and approval process

Proposed job share work arrangements are to be fully discussed and agreed to between the employee and the manager prior to formal approval being given. A formal job share agreement must be in writing and include all of the following details:

- the fixed duration of the agreement and review date/s if the arrangement is over 12 months (refer to section 2.1 of the policy)
- the total ordinary hours to be worked per week/fortnight
- daily working hours and the days to be worked each week/fortnight. These may be flexible and determined in accordance with a roster or an agreed permanent arrangement
- the obligations and rights of the employee concerning changes to hours
- the prospects of reversion to full-time work
- the agreed approach and employee’s availability to work overtime, additional hours, be on-call or available for recall (if required) including how unplanned leave (e.g. sick leave) of the job share partner will be covered to ensure service continuity
- the duties to be performed (indicating whether the job share arrangement is on a shared or divided responsibility basis)
- the classification level that applies
- an outline of how the job share employees will communicate, cooperate and coordinate their activities to maintain service delivery and ensure continuity and/or patient care
- how supervisory responsibilities and any other changes for affected employees are to be managed
- the arrangements that will apply when one of the job share employees exits the role
- agreement on coverage of leave by the other job share partner if required (when the job share employee provides coverage for the job share partner for annual leave, appropriate steps are to be undertaken to revert the employee to temporary full-time status for the duration of the leave coverage)
- a period of review after which any problems with the arrangement can be discussed and resolved
- the relevant award. A job share agreement is to state: ‘This job share agreement is made in accordance with the provisions of the <insert name of the relevant Award>.’

Clauses specifically relating to entitlements or employment conditions that are already covered by an award or certified agreement (e.g. interpretation of overtime provisions) are not to be included in the job share agreement.

Following agreement between the manager and the employee(s), job share work arrangements are to be forwarded to the delegate for approval before the arrangement commences. The written job share agreement is to contain all the required details listed above and be signed by the approving delegate, manager and the employee(s).

The terms of a job share agreement can be varied by mutual consent between the parties. Any alterations are to be documented and signed by the delegate, manager and employee(s). The employee(s) is to receive a copy of the changed agreement.

Decisions to approve or not approve a job share arrangement are to be based on fair and equitable consideration of both the employees’ circumstances and organisational requirements.

If a decision is made not to approve an employee’s job share application, the manager is to discuss the reasons for the decision with the employee(s). The manager is to outline the reasons for the decision in writing if requested by the employee(s).
4 Record keeping

The approving delegate and the employee(s) are to retain a copy of the job share agreement. The original agreement is to be placed on the employees’ personnel files and a copy of the approved job share agreement is to be provided to the relevant Human Resources (HR) unit.

5 Recruitment and selection process

Recruitment and selection activities are to be conducted in accordance with Directive 15/13 – Recruitment and Selection and Recruitment and Selection HR Policy B1.

Managers are to undertake the following action when a full-time vacancy occurs:

- assess whether the role is suitable for a job share arrangement
- arrange for the job advertisement to indicate that the role is job share negotiable (if applicable)
- negotiate the terms of the job share arrangement with the successful applicants if they request a job share arrangement
- withdraw any offer of the role made on a job share basis if the terms of a job share agreement are unable to be negotiated to the satisfaction of both parties.

The successful applicant has the option to accept the role on a full-time basis or decline the offer of appointment (if the terms of a job share agreement are unable to be agreed). If the applicant does not accept the offer of appointment, the role is to be offered to the next applicant in the order of merit.

When a job share agreement is successfully negotiated, the remaining hours of the role should be offered to the second applicant in the order of merit on a job share basis. If that applicant declines the offer, the next recommended applicant in the order of merit may be offered the role etc. If none of the recommended applicants in the order of merit accept the offer for the job share arrangement, the remaining part-time hours of the role are to be readvertised on a job share basis.

6 Higher duties

If a job share employee is selected to undertake higher duties, the employee is to undertake the higher level role on the substantive basis of the role for the designated period (i.e. full-time or part-time) unless the role has also been designated as a role available for job share.

Where a full-time employee relieves in a higher level job share role the balance of their usual hours is worked in their normal role.

Payment of higher duties is subject to the minimum qualifying period and other provisions in the relevant award.

7 Transfer at level

Permanent employees may transfer at level between full-time and job share (part-time) employment. Transfer at level is to occur in accordance with Directive 11/13 - Transfer within and between classification levels and systems, and Recruitment and Selection HR Policy B1.

Transfer at level to a job share role results in a change in the contract of employment from full-time to part-time. No right of reversion to full-time employment exists, except as specified in section 8 (Reversion to full-time employment) of this schedule.
8 Reversion to full-time employment

Unless detailed in the job share agreement, there is no right to revert to full-time employment under a job share arrangement. Part-time employees who were merit selected may be able to revert to full-time employment in the role when the other job share partner resigns, transfers elsewhere or temporary employment arrangements expire.

9 Integrating job share employees

Employees participating in job share arrangements are to be fully integrated into the workplace and have equitable access to entitlements, benefits, conditions and equal opportunities compared with non-job share employees. Job share employees are entitled to:

- equitable access to communication and consultation processes, training and development, information and equipment
- equitable managerial commitment and support
- equal opportunities to pursue careers.

When possible, meetings and consultation processes are to be scheduled at times when affected job share employees are working. When this is not possible the employee should be given an opportunity to provide input through other mechanisms and be informed of the outcomes through distribution of minutes or briefings.

10 Job design

The job is to be designed so that the workload is commensurate with the number of hours worked, the classification level, and offers varied tasks involving skills maintenance and development. When a role is filled on a job share basis, the job share employees, when possible, should be consulted in relation to the job design.
Flexible Working Arrangements – Schedule Two
Telecommuting (home-based work) Processes

The following information is provided as the minimum mandatory standard practice, procedure or process to enable satisfactory compliance with this Queensland Health HR policy.

Local guidelines/procedures may be developed to facilitate implementation of this policy. Any local guidelines/procedures must be consistent with this policy and schedule and ensure employee entitlements continue to be met.

1 Employee and role suitability

Individual employees and the nature of the work to be performed are to be assessed by their manager regarding their suitability for a telecommuting arrangement. Work requiring one or more of the following conditions is not suitable for telecommuting:

- a high degree of supervision
- frequent direct client face-to-face contact
- frequent access to physical resources within the primary workplace
- full-time training responsibilities
- team-based work that demands face-to-face contact with other employees and which is not appropriate to be conducted in a home office.

2 Telecommuting agreement

Implementation of telecommuting arrangements are subject to the suitability of the work and the operational needs of the work unit.

The telecommuter and their manager are to sign a telecommuting agreement detailing all working arrangements and conditions prior to the commencement of a telecommuting arrangement. An application for telecommuting is to include:

- telecommuting (home-based work) agreement detailing employment conditions, WorkCover protection, security of equipment, assets, information, confidentiality and copyright clauses (in accordance with organisational policy)
- telecommuting (home-based work) work management strategy form with clear performance goals for each project/work period
- communication strategy form detailing the strategies and for communication between relevant managers, work teams and telecommuter
- workplace health and safety assessment (home-based work) form. Note: Under the Work Health and Safety Act 2011, employers have a responsibility to ensure the health and safety of each employee including employees who telecommute
- telecommuting (home-based work) asset loan approval form, when relevant
- evidence that sufficient building and contents insurance is held by employee
- evidence public liability insurance is valid under telecommuting arrangement.

Final approval/non-approval is at the discretion of the delegate. When a telecommuting agreement is approved, a copy is to be forwarded to the local HR management unit for appropriate retention.
3 Workers’ compensation

Telecommuting employees have workers’ compensation and rehabilitation coverage under the Workers’ Compensation and Rehabilitation Act 2003. Any injuries that occur during a telecommuting day are to be reported immediately to the relevant manager. Appropriate workplace health and safety procedures are to be applied.

A daily work diary is to be maintained and regularly updated during each home-based telecommuting day. The telecommuting (home-based work) daily work diary form is to be used. The diary accounts for all significant movements and activities during the course of a telecommuting day for workers’ compensation and management information purposes.

4 Insurance

Queensland Health (the ‘Crown’) provides indemnity for all health service employees provided the employee has carried out their duties and functions in good faith and without gross negligence. Refer Queensland Government Indemnity Guideline.

Telecommuting employees are responsible for ensuring they have adequate public liability insurance. These employees have a responsibility to check with their insurance provider to determine whether their policy is still valid under the telecommuting arrangements. A higher premium may be required by the insurance company to cover such circumstances. The telecommuter is required to maintain that policy for the duration of the telecommuting agreement.

The telecommuter may from time-to-time be required to provide evidence that the policy has not expired or been terminated. Telecommuters are responsible for ensuring adequate building and home contents insurance. Queensland Health accepts no responsibility for any damage to a telecommuter’s personal property that has been caused by Queensland Health assets or otherwise.

5 Expenses

Expenses will be managed as follows:

- Consumables are to be documented as part of the telecommuting agreement and, whenever possible, provided from within the relevant work unit’s existing resources and stocks.
- The telecommuter is to be responsible for utility expenses incurred at the home-based office. These include expenses associated with heating, electricity and water.
- A telecommunications record is to be maintained for each home-based telecommuting day (refer telecommuting (home-based work) telecommunications record form). The telecommunications record accounts for all connections made to the Queensland Health network via the approved remote access service, as well as all telephone calls made, and support any claims for reimbursement of communication expenses.
- A record is to be kept of all communication costs for which reimbursement is sought.
- Approved communication expenses associated with work performed for Queensland Health are to be met by the telecommuter’s work unit (e.g. call costs which have been documented in the required telecommunications record format).

6 Information technology

Provision and maintenance of computer equipment to telecommuters for official use is to be undertaken in accordance with relevant Queensland Health policies. When telecommuting requires the use of computer equipment, information technology requirements to perform the specified work from home are to be assessed by the manager. Managers are to consider the financial implications of providing appropriate computer equipment before any arrangements are entered into.
Managers are responsible for determining the computer equipment to be issued for the purposes of telecommuting, where required. Computers are to be issued in accordance with the Queensland Health OneLook Desktop Standing Offer Arrangements (subject to change from time-to-time). Managers and telecommuters are to liaise with their local Health Services Information Agency on the issuing of computers.

Employees are not to be issued with additional mobile telephones for the purpose of home-based telecommuting.

In addition to normal requirements for asset loans, a telecommuting (home-based work) asset loan approval form is to be completed.

Queensland Health internet and email services are to be used by authorised users only. Usage is to be in accordance with the provisions of Policy 9379 (V1.00) – Usage of Internet and Email Services.

6.1 Technical support for Queensland Health equipment

Queensland Health equipment is to be returned to the telecommuter’s primary workplace for maintenance and repair work. Queensland Health is to provide helpdesk support and services including installation, troubleshooting and fault recording.

The above arrangements for technical support (including maintenance and repairs) may be varied in exceptional circumstances only. The varied arrangements are to be clearly documented on appropriate Queensland Health files and authorised by the appropriate delegate.

6.2 Remote access

When employees participating in approved telecommuting arrangements require access to Queensland Health network resources, prior approval is to be obtained via the remote access service.

Not all telecommuting arrangements require remote access to Queensland Health network resources. When remote access is used, the remote access service is the only recognised electronic security protocol for external access to information held on Queensland Health network resources. Remote access is to be via standard telephone lines, i.e. remote access is not to be provided via a mobile telephone.

Relevant information kits may be obtained by contacting the local Health Services Information Agency.