



COVID-19 Hours of Work Arrangements for the State Library of Queensland

Preamble

1. These arrangements are made in accordance with clause S3.1.4(b) of Schedule 3 of the *Queensland Public Service Officers and Other Employees Award – State 2015* (the Award), to support additional flexibility in the working hours of the State Library of Queensland (the State Library) employees, to enable the State Library and its employees to better respond to community needs during the COVID-19 pandemic.
2. Access to these arrangements is limited to day workers, working a 36.25hr week, and who are covered by the Award and the *State Government Entities Certified Agreement 2015*.
3. The introduction and application of these arrangements does not set any precedent in relation to eligible employees' Award entitlements, following the expiry of the COVID-19 public health emergency (declared pursuant to Section 319 of the Public Health Act 2005).
4. These arrangements provide a framework for State Library employees to elect to temporarily schedule their ordinary hours in a more flexible manner. These arrangements are not designed to enable the department to re-allocate work to avoid its industrial obligations.
5. The terms of these arrangements:
 - (a) apply for the duration of the COVID-19 public health emergency, as declared pursuant to Section 319 of the *Public Health Act 2005*, or until either the relevant union or the department withdraws their agreement to these provisions in writing, whichever is sooner
 - (b) are to be read and applied in conjunction with Schedule 3, Section 1 of the Award.
6. While in operation, these arrangements supplement, and do not replace, existing Organisational Hours of Work Arrangements. For the duration that these arrangements apply, they prevail over existing arrangements to the extent of any inconsistency.

7. **Definitions** – in this section:

- (a) “Award” means *Queensland Public Service Officers and Other Employees Award – State 2015*
- (b) “flexible working arrangements” means a situation where an employee is approved to perform their ordinary hours of work from home or from office locations, as per the hours of work arrangements set out in these provisions, to help minimise the operational impacts of the COVID-19 pandemic.

8. **Accessing Flexible Working Arrangements**

- (a) An employee who is requesting to access the flexible working arrangements set out in these provisions, must make the request in writing to the chief executive (or delegate), and explain, in sufficient detail, the rationale for the change to their working arrangements, so as to allow the chief executive (or delegate), to make a considered decision about the request.
- (b) Requests to access the flexible working arrangements set out in these provisions are considered on a case-by-case basis, having regard to factors such as the employee’s circumstances, the duties of the employee, the work undertaken by the employee’s team, whether the request can be accommodated from a technological perspective, how the employee’s performance outcomes will be assessed, and how the employee will communicate with their manager, team and clients.
- (c) The chief executive (or delegate) should not unreasonably refuse an employee’s request to access the flexible working arrangements set out in these provisions.
- (d) All instances where an employee is approved to access the flexible working arrangements set out in these provisions, must be collectively reviewed by the chief executive (or delegate) and the employee, on a monthly basis. This is designed to ensure the alternative arrangements continue to suit the needs of the department and the employee.
- (e) Where an employee is approved to access the flexible working arrangements set out in these provisions, the employee may withdraw their agreement at any time by providing the chief executive (or delegate) three days’ notice of such withdrawal in writing.
- (f) Agreed flexible arrangements should continue to manage fatigue, including by ensuring a minimum 10-hour break between the end of work on one day and the commencement of work on the next is the norm.

9. **Ordinary Spread of Hours (Monday to Friday).** The spread of hours for an employee who is approved to access the flexible working arrangements set out in this agreement shall be 0500 to 2200, Monday to Friday. This span will also constitute normal operating hours for the purposes of Schedule 3 of the Award.

10. Any work performed by an employee between 0500 to 0600 and/or between 1800 to 2200, Monday to Friday, will be solely at the employee’s election and paid at ordinary time. The working of such hours by an employee during these times, are to be mutually agreed to by the chief executive (or delegate) and the employee.

11. **Additional work (Saturday and Sunday).** Pursuant to clause S3.1.4(i) of Schedule 3 of the Award, an employee, in receipt of wages that do not exceed AO5(4), may, with the agreement of their manager, elect to do additional work on weekends and be compensated by accrued time on a time for time basis. Should employees wish to undertake this additional work, they will be required to perform a minimum of two hours work on any single day in order to meet the minimum compensation requirements of clause 18.2 of the Award.

Employees in receipt of ordinary salary that exceeds the equivalent of the AO5(4) salary who elect to do additional work on weekends will be compensated through the accumulation of TOIL.

12. Where an employee accumulates accrued time or TOIL on weekends to achieve flexible hours under these arrangements, that accrued time or TOIL must be used within a fortnight of it being accumulated.
13. These arrangements will not be used to allow employees to elect to do work outside of 0600 to 1800, Monday to Friday, or on Saturday and/or Sunday that would ordinarily be done by other departmental employees.
14. **Directed additional work – Monday to Friday.** Where an employee has completed at least 7:15 ordinary hours of work in any one day and is directed to perform additional work outside of 0600 to 1800, and/or in excess of 9:30 hours (excluding meal break), the overtime arrangements set out in the Award continue to apply.
15. **Directed additional work – Saturday and Sunday.** Where an employee is directed to perform additional work on Saturday and/or Sunday, the overtime arrangements set out in the Award continue to apply.
16. **Application of Fatigue Leave Provisions.** The fatigue leave provisions set out in clause 18.9 of the Award do not apply where an employee is accessing the extended spread of hours contained in these arrangements, and elects to work a pattern of ordinary hours that results in a break of less than 10 hours between the end of ordinary hours on one day and the start of ordinary hours the next day.