

EXTRACT

24. OVERTIME

Overtime means time authorised to be worked by an employee in excess of or outside of the ordinary hours of work of the employee.

24.1 OPERATION OF OVERTIME PROVISIONS

- 24.1.1 All authorised time worked in excess of or outside the ordinary hours of work required by Clause 21 shall be overtime and be paid for in accordance with this Clause.
- 24.1.2 An employee may be required to work reasonable time in excess of the ordinary hours of work and is expected, on reasonable notice, to work such overtime in accordance with the instructions of their supervisor.
- 24.1.3 No employee shall be required to work excessive overtime on a regular basis as part of operational procedure.
- 24.1.4 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (i) any risk to the employee's health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the University of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.

24.2 EACH DAY STANDS ALONE FOR OVERTIME PURPOSES

Where the ordinary hours of work for a day's work are fixed, each day's work shall stand alone in computing overtime and overtime rates shall apply to all time worked in excess of or outside the fixed hours.

24.3 APPLICATION OF OVERTIME - FLEXIBLE ORDINARY HOURS

Where daily ordinary hours are flexible, the total hours worked in a work cycle, as defined by Clause 21, shall be computed and overtime rates shall apply to all time worked in excess of the ordinary hours of duty prescribed for the work cycle.

24.4 CONTINUOUS OVERTIME AFTER MIDNIGHT

Any period of overtime which is continuous with ordinary work and which extends beyond midnight shall be deemed to have been performed on the day the overtime commenced.

24.5 NON-CONTINUOUS OVERTIME AFTER MIDNIGHT

Where overtime is not continuous with ordinary work and involves work before and after midnight, the overtime shall be deemed to have been worked on the day for which the higher rate is payable.

24.6 OVERTIME CALCULATED TO NEAREST QUARTER OF AN HOUR

Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime worked in a work cycle.

24.7 TIME-OFF IN LIEU OF OVERTIME (TOIL)

- 24.7.1 The cut-off for the payment of overtime is at the HEW 7.3 salary classification level provided that by agreement, an employee in receipt of a salary below that prescribed for the minimum rate payable for a HEW 7.4 classification may, by mutual agreement between the employee and the University reached prior to overtime being worked, take time off in lieu of overtime payment, such time being calculated in accordance with the overtime rates applicable. A record will be kept of approved TOIL. Any TOIL accumulation under these arrangements shall be restricted to a maximum of 36.75 hours entitlement at any one time.

Example: By making a mutual agreement to take time off in lieu of payment, an employee at HEW 5 who worked four hours overtime on a Wednesday would be entitled to take 6.5 hours off in lieu, calculated at the rate of 1.5 hours for the first three hours, and two hours for the fourth.

- 24.7.2 An employee whose salary is above HEW 7.3 is eligible for time off in lieu (TOIL) equivalent to the period of overtime worked instead of paid overtime, subject to a maximum accrual of 36.75 hours at any time. For the avoidance of doubt, any TOIL will only be on the basis of one hour TOIL for the one additional hour worked.

Example: An employee at HEW 8 who works two hours of overtime would be entitled to take two hours' time off in lieu.

- 24.7.3 TOIL should be used within three months of accumulation. Managers will use their best endeavours to ensure that employees are able to take their TOIL within three months of accumulation. Use of accumulated TOIL will be encouraged and requested time off will not be unreasonably refused. If, an employee's request for TOIL is refused or for some exceptional reason the TOIL cannot be used within three months of accumulation, then the relevant organisational head or Director may either authorise payment of overtime instead of TOIL or approve the carry-over of such TOIL (which then will have an additional three month period to be taken). If for any reason TOIL remains untaken at the expiry of six months from accumulation, for an employee at HEW 7.3 and below, the University will pay the employee, in the next pay period, for the overtime at the overtime rate applicable to the overtime when worked.

- 24.7.4 If, on the termination of a HEW 7.3 or below employee's employment, approved TOIL worked by the employee has not been taken, the University will pay the employee for the overtime worked at the overtime rate applicable to the overtime when worked.

- 24.8 The salary of an employee for the purposes of computation of overtime shall not include shift work allowances or casual loading but shall include higher duties allowances and any other allowances in the nature of salary.

- 24.9 Payment for overtime calculated for any period in accordance with the provisions of this Clause shall not be subject to any limitations in amount within a work cycle.

24.10 OVERTIME - APPLICABLE RATES

24.10.1 *Other than shift employees*

- (i) for overtime worked Monday to Saturday inclusive - ordinary rate plus 50% for the first three hours and ordinary rate plus 100% thereafter.
- (ii) for overtime worked on Sunday, ordinary rate plus 100%.
- (iii) for overtime worked on a holiday - ordinary rate plus 150%.

24.10.2 *Shift employees*

- (i) except on a holiday - ordinary rate plus 100%.
- (ii) on a holiday - ordinary rate plus 150%.

24.11 OVERTIME - TEN-HOUR BREAK

- 24.11.1 An employee required to work so much overtime that there is not a break of at least ten consecutive hours, plus reasonable travelling time, between the cessation of one period of work and the commencement of the next ordinary period of work, shall be released after the completion of the overtime work for a period of not less than ten consecutive hours, plus reasonable travelling time. Such release shall be without loss of pay for scheduled ordinary work occurring during such absence.

- 24.11.2 An employee required to resume or continue work without having had at least ten consecutive hours, plus reasonable travelling time, off work shall be paid at the rate of ordinary pay plus 100%, unless released from work for not less than ten consecutive hours plus reasonable travelling time off work. Such release shall be without loss of pay for any scheduled ordinary work occurring during such absence.

- 24.11.3 For the purpose of this Clause, "reasonable travelling time" shall mean the period of time normally required to travel from the place of residence of the employee to the place of work and back.

24.12 EXCEPTIONS TO NORMAL OVERTIME PROVISIONS

- 24.12.1 It should be noted that different overtime provisions apply to part-time Trades and Services employees working in the Cafeteria and Residences areas of the University (refer to Clause 27).

24.12.2 Also it should be noted that overtime paid to Trades and Services employees recalled to duty is calculated differently to the above provision (refer to Clause 25).

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