



## Overtime

### **Overview**

This document outlines the processes to be followed where an employee is required to work overtime.

### **Scope**

This Policy applies across all student Associations.  
“Associations” refers to ANUSA, PARSA & ANUSM.

### **Policy Statement**

Where there is additional work demand employees may be required to work overtime. Employees have the choice of either claiming overtime or time off in lieu (calculated at overtime rates) for the hours worked on overtime. Overtime payments, or time off in lieu, are available to both full-time and part-time employee.

Student Representatives are not entitled to overtime. The Associations recognise that Student Representatives may be required to undertake some duties such as meetings outside their normal working hours and thus the Student Representative salary contains an additional component in lieu of overtime.

### **Payment of Overtime**

An employee may be required to work reasonable overtime subject to the conditions below. Overtime is to be worked at the prior direction of the President/office manager, or if the circumstances do not permit prior direction, subsequent approval in writing by the President/office manager.

Overtime is work which is performed at the direction of the office manager and which is in excess of the employees ordinary number of hours of work and/or required to be worked outside the flextime span.

Overtime will be paid in accordance with the following table.

| <b>Time of work</b> | <b>Overtime rate</b>   |                 |
|---------------------|------------------------|-----------------|
| Monday to Friday    | 150% for first 3 hours | 200% thereafter |
| Saturday            | 150% for first 3 hours | 200% thereafter |
| Sunday              | 200%                   |                 |
| Public holiday      | 250%*                  |                 |

\* 250% includes payment of ordinary hours

An employee may be required to work reasonable overtime. However, where an employee has personal commitments or personal circumstances arise, and where the nature of those

commitments or circumstances are such that it would be unreasonable for the Association to prevent the employee from attending to them, the employee may refuse to work outside their span of hours.

The salary of an employee for the purpose of overtime payment shall include higher duties allowances.

Overtime is payable to casual employees only in respect of work in excess of 7 hours on one day. In respect of such excess, the casual employee shall receive the greater of the overtime rate that would apply to overtime worked on that day by an equivalent full-time employee, or the casual loading, but not both.

An employee recalled to work overtime which is not continuous with their ordinary hours of duty must be paid a minimum of two hours at the appropriate overtime rate.

An employee who has worked overtime will be given a minimum break of ten hours between the end of one period of duty and the beginning of the next. An employee required to resume or continue to work without having a ten hour break off duty is entitled to be absent from duty without loss of pay until a ten hour break has been taken, or be paid at 200% of the ordinary rate until released from duty.

Where an employee is required at short notice to work until it is too late to travel by the last public transport or other regular means of commuting to his or her usual place of residence, the Association will provide appropriate transport free of charge.

Where an employee works overtime to the end of or beyond a meal a period, they are entitled to receive a meal allowance of \$22.50.

### ***Time off in lieu (TOIL)***

Employees may, with the agreement of the office manager take time off in lieu of payment for overtime - the period of TOIL will be at the same rate as the applicable overtime rate.

TOIL is to be taken at a time agreed between the employee and their supervisor. Where possible, TOIL must be taken within three months (unless other arrangements are made with the employee's supervisor) of its accrual and should not be allowed to accrue to more than thirty-eight hours at any one time.

If it is not practicable for TOIL to be taken within the agreed timeframe due to unforeseen circumstances (such as short staffing due to illness), the Employee and the employee's supervisor may agree to alternative arrangements for the taking of TOIL.

Employees classified at level 7 or above are not be eligible to receive payment for overtime. Such employees however will be eligible to receive time off equivalent to the period of overtime worked in accordance with the relevant overtime rate.

**Reference:** Enterprise Agreement Clause 22

### **Other**

In the case of any inconsistency between this policy and the Enterprise Agreement, the Enterprise Agreement shall prevail.

