

Flextime, Overtime and Time Off In Lieu Guidelines

1 Purpose

- 1.1. Flextime, Overtime and Time Off in Lieu (TOIL) arrangements are three of the University's flexible working options which allow eligible professional employees to vary working hours and patterns to support flexibility for employees and in meeting the University's operational needs.

2 Definitions

Term	Definition	Eligibility
Flextime	Allows eligible employees to vary the time they start and/or finish work, provided that a total of agreed numbers of hours are spent at work.	Continuing and fixed term professional employees UC7 and below
Overtime	Where an eligible employee is directed by the University and subsequently approved to work hours in excess of 35 hours per week, or outside the ordinary span of hours (7am-7pm Monday to Friday), shall receive payment for those additional hours at overtime rates; <i>or</i> Where a casual professional employee is directed and subsequently approved to work outside the ordinary span of hours (7am to 7pm Monday to Friday), shall receive payment for those hours at overtime rates.	Continuing and fixed term professional employees UC6 and below Casual professional employees
Time Off in Lieu (TOIL)	Where the eligible employee is directed by the University and subsequently approved to work hours in excess of 35 hours per week, or outside the span of hours (7am-7pm Monday to Friday), shall receive time off from work calculated at the equivalent overtime rates.	Continuing and fixed term professional employees UC8 and below

3 Principles

- 3.1. The University administers certain flexible arrangements to support work/life balance, wellbeing, gender equality and to achieve organisational outcomes.
- 3.2. In recognition of the different operational needs across the University, how flexible arrangements operate in any area is determined by the relevant manager.

- 3.3. The University will administer these arrangements in a way which meets the University's operational requirements and responsibilities. Where possible, the University will take into consideration the individual needs of the employee.
- 3.4. Nothing in these guidelines prevent managers and employees maintaining flexibility in an informal manner, balancing peaks in workload with greater flexibility outside of peak times.

4 Scope

Flexitime

- 4.1. Professional employees engaged on a continuing or fixed-term contract at or below UC7 may access flexitime, except in the following circumstances:
 - a) They are shift workers;
 - b) Employees working a nine (9) day fortnight;
 - c) Where the nature of the position requires set hours to be worked.

Overtime

- 4.2. Professional employees engaged on a continuing or fixed-term contract at or below UC6 may access overtime, except in the following circumstances:
 - a) They are shift workers;
 - b) Employees working Emergency Duty;
 - c) Employees in receipt of a loading instead of overtime.

TOIL

- 4.3. Professional employees engaged on a continuing or fixed-term contract at or below UC8 may access TOIL, except in the following circumstances:
 - a) They are shift workers;
 - b) Employees working Emergency Duty;
 - c) Employees in receipt of a loading instead of TOIL.

5 Accruing Flexitime, Overtime and TOIL

Flexitime

- 5.1. Flexitime is not an entitlement. Employees must request approval to accrue Flexitime from their manager. If approval is given, a record of the decision must be made by the manager.
- 5.2. Flexitime will be calculated weekly and is accrued where:
 - a) The employee has worked more than 35 hours in a week, pro rata for part-time employees; and
 - b) The employee completed the additional hours within the employee's Ordinary Span of Hours.



- 5.3. In such circumstances, the employee will accrue flextime on a one-for-one basis, to the nearest 15 minute increment (e.g.: for each 15 minutes' of work completed in excess of their ordinary hours, staff will accrue 15 minutes of flextime).

Overtime and TOIL

- 5.4. An eligible employee becomes entitled to Overtime or TOIL when, on a particular day, the employee has been directed by their manager to work in a circumstance outlined below:
- More than 7 hours; or
 - Outside the Ordinary Span of Hours (7am to 7pm) Monday to Friday; or
 - More than 5 hours without a 30 minute meal break; or
 - Without having had a break of 10 hours or more since last being required to attend work; or
 - A Public Holiday, except in the circumstance the Employee has elected to substitute another day in accordance with clause 26.1.

6 Payment for Overtime

- 6.1. Where an employee has accrued overtime, they will be paid at the rate set out below.

Day worked	Overtime rate (% of ordinary hourly pay rate)
Monday to Saturday other than a holiday.	150% for the first three (3) hours, 200% thereafter.
Sunday other than a holiday.	200%
Holiday.	250%

- 6.2. Meal allowances are available to employees working overtime in certain circumstances. Please see clause 55.17 of the Enterprise Agreement for more information.
- 6.3. Part-time employees who work more hours a week than their regular weekly hours of work, but not in excess of 35 hours per week, will be paid at the ordinary pay rate for each additional hour worked within the ordinary span of hours.

7 TOIL in lieu of payment for Overtime

- 7.1. Employees may request to take TOIL instead of receiving payment for Overtime. If the University accepts this request, the employee will be given time off equal to the Overtime hours that would have been payable.

Example: Emma was requested by her manager to work for 4 hours on Sunday afternoon. As she worked on a Sunday, she was entitled to 200% of her ordinary hourly rate, which would be equal to 8 hours of her ordinary pay. Emma requests, and is approved, to take TOIL. She will be given 8 hours of time off instead of receiving payment for the work she completed on Sunday.

8 Limits on accruing Flextime or TOIL

Flextime

- 8.1. Employees will not be approved to accrue a credit of more than 7 hours Flextime unless exceptional circumstances apply.

TOIL

- 8.2. An employee may only accrue up to 35 hours TOIL.

9 Taking Flextime or TOIL

- 9.1. Both flex and TOIL must be taken at a mutually agreed timeframe approved by the employee's manager. A manager must not unreasonably refuse an employee's request to take accrued Flextime or TOIL.

Flextime

- 9.2. Employees are expected to use their Flextime credit in the following pay period after it is accrued.

TOIL

- 9.3. Accrued TOIL must be taken within three months of the time the overtime was worked. If an employee does not use their accrued TOIL within that timeframe in agreement with their manager, the Employee can choose when to take the overtime worked at their discretion within the following three months, having provided five days' notice to their manager.

10 Leaving the University with accrued TOIL or Flextime

- 10.1. Flextime is not an accrued leave type and it will not be paid out on exit from the University.
- 10.2. TOIL is an accrued leave type, and any accrued TOIL will be paid to an employee upon exiting the University.

11 Responsibilities

- 11.1. The employee is responsible for:

- a) Ensuring their hours of work are recorded accurately and in a timely fashion
- b) Requesting approval to accrue Flextime, if they wish to access it

- 11.2. The manager is responsible for:

- a) Keeping a record of any approval granted to an employee to accrue Flextime
- b) Ensuring employees are achieving work life balance by not directing them to work in such a circumstance that they will accrue significant TOIL or Flextime

- c) Not unreasonably refusing requests from an employee to take accrued Flextime or TOIL

12 Supporting Information

- University of Canberra Enterprise Agreement
- Flexible Work Policy