

Clause 25 – Reasonable Overtime

St John proposed clause changes

Without Prejudice

St John propose the following addition to Clause 25, Overtime:

25 OVERTIME

25.1 General

- (a) Except as otherwise provided in this Agreement, any work performed outside the ordinary hours prescribed in clause 23 of this Agreement, **including any set roster, requiring: will be deemed overtime and will be paid at the rate of double time.**
 - (i) ~~Where an employee works to work more than 12 hours in a single shift, then overtime will be payable at the rate of double time (200%);~~
 - (ii) ~~Where an employee works to work more than 10 consecutive shifts, without employee agreement, at the discretion of St John, or works 12 consecutive shifts with employee agreement, then overtime will be payable for each additional shift at triple time (300%).~~
- (b) In the calculation of overtime, each day shall stand alone.
- (c) An employee recalled for duty outside normal rostered hours will be paid at overtime rates for a minimum of three (3) hours.
- (d) Where overtime is necessary it will, wherever reasonably practicable, be arranged so that the employee will have at least 9 consecutive hours off work between shifts.
- (e) Where an employee, at the direction of St John, works overtime where the employee will not receive 9 consecutive hours off duty between the completion of a rostered shift and the commencement of the next rostered shift the employee will:
 - (i) be released from duty until the employee has had 9 consecutive hours off duty without loss of pay; or
 - (ii) if directed by St John to resume work without 9 hours off duty be paid at double time until released from duty; and
 - (iii) will be entitled to be absent until the employee has had 9 consecutive hours off duty without loss of pay.

25.2 Reasonable Overtime

- (a) **St John may require employees to work reasonable overtime at applicable overtime rates of pay.**
- (b) **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.**

- (c) In determining whether the requirement to work overtime hours is unreasonable for the purposes of **clause 25.2 (b)**, the following must be taken into account by the employee and St John:
 - (i) any risk to the employee's health and safety from working the overtime;
 - (ii) the dispatch priority or urgency of the case which will incur overtime;
 - (iii) the availability of other resources which would avoid or minimise the occurrence of overtime;
 - (iv) the employee's personal circumstances including any family responsibilities;
 - (v) the needs of the organisation to provide pre-hospital care in an emergency setting;
 - (vi) the notice given by the employee of their unavailability to work overtime and the circumstances referred to in **clause 25.2 (c) (iv)**; or
 - (vii) any other relevant matter.
- (d) Notice given in accordance with **clause 25.2 (c) (vi)** should be given to the relevant manager as designated by St John and occur as soon as reasonably practicable and where possible, prior to or at the commencement of the employee's rostered shift.
- (e) Where an employee considers a requirement to work overtime hours to be unreasonable, the employee must as soon as reasonably practicable, advise the relevant management why the employee regards the overtime as unreasonable and whether they intend to work the overtime. The discussion must take into account the circumstances set out in **clause 25.2 (c)**.
- (f) The discussion in **clause 25.2 (e)** must not delay the employee responding to an emergency.
- (g) Any case determined by St John at the time of dispatch to be reasonable, taking into account the circumstances set out in **clause 25.2 (c)**, which is subsequently:
 - (i) downgraded following attendance and clinical assessment by the responding crew; and
 - (ii) which is ramped on arrival at hospital,
requires St John to take reasonable steps to reduce the overtime.
- (h) For the purposes of managing overtime, St John will develop and implement a reasonable overtime operational process based on the following principles:
- (i) the overriding principle is that employees should, wherever possible, be released at rostered shift end or as soon as practicable following the shift;
 - (i) employee may opt into overtime; and
 - (ii) wherever possible preference will be given to release crews/employees who have (in order):
 - A. provided notice in accordance with **clause 25.2 (c) (vi)**;
 - B. not opted into overtime; and
 - C. opted into overtime.