

Individual Averaging Arrangement

1. The Employee _____ ("Employee") is subject to an averaging arrangement as laid out by Employer _____ ("Employer"), which commences on _____.
(d/m/y)
2. The Employee who is bound by this arrangement will receive a written copy of the arrangement as soon as possible after beginning employment.
3. The number of weeks over which the Employee's hours of work will be averaged is _____ weeks.¹
4. The *Employment Standards Code* states that the work week runs from midnight on Saturday to midnight on the following Saturday unless the employer has established a different 7 day period as the work week by consistent practice. The work week is _____ to _____.
(day of the week) (day of the week)
5. The Employee's work schedule, as required by the *Employment Standards Code* and Regulations, is attached to this arrangement as "Appendix A."
6. Unless otherwise indicated, the Employer shall provide, and the Employees shall take, overtime pay or, subject to clause 8, time off instead of overtime pay for overtime hours. Overtime hours are the greater of:
 - a. Daily overtime hours as specified in clause 7, or
 - b. Averaging period overtime, calculated as hours worked in excess of an average of 44 hours per week²
7. Option 1 – The employees is not entitled to daily overtime.³
7. Option 2 - Daily overtime hours are the greater of hours work in excess of:
 - a. 8 hours per work day (if less than 8 hours were scheduled on that workday) or,
 - b. the scheduled hours per work day (if 8 or more hours were scheduled on that workday)
7. Option 3 - Daily overtime hours are hours over _____ hours per day.
8. An individual overtime agreement must be separately entered into where the Employer provides time off with pay instead of overtime pay to the Employee.
9. Option 1 - The Employer may make temporary changes to an Employee's work schedule as long as 24 hours' written notice of the change is provided to the Employee. Notice is not required where an accident has occurred, urgent work is necessary, or other unforeseen or unpreventable circumstances have occurred.⁴
9. Option 2 - The Employer may provide _____ (time) of _____ (written or verbal) notice to the employee prior to a change in work schedule to include:
 - ___ shift changes
 - ___ shift cancellations
 - ___ shift swaps
 - ___ shift additions
 - ___ other: _____

Notice is not required where an accident has occurred, urgent work is necessary, or other unforeseen or unpreventable circumstances have occurred.

10. The Employer must provide a copy of this arrangement to the Employee before the commencement date included above. Where a new employee has entered into this arrangement, the employer must provide a copy as soon as possible after the employee is bound by this arrangement.
11. The employer may cancel or replace the arrangement at any time by providing 2 weeks' written notice. Notice is not required where an accident has occurred, urgent work is necessary, or other unforeseen or unpreventable circumstances have occurred.⁵

Dated this _____ day of _____, 20____.

(day) (month) (year)

Signed by _____

(for employer/company)

Required Appendices:

A. Work Schedule⁶

Notes:

1. Averaging period must be between 1 to 52 weeks unless a longer period has been authorized by a variance issued by the Director of Employment Standards.
2. Daily overtime (if applicable) is payable 10 days after the end of the pay period in which it was earned. Average weekly overtime is calculated at the end of the averaging period. If the average weekly overtime is greater than the daily overtime, the remaining overtime is payable 10 days after the end of the pay period in which the averaging period ends.
3. Employer to choose one of the three options and delete the other two options.
4. Employer to choose one of the two options and delete the other option.
5. Where a collective agreement applies, cancellation is subject to the collective agreement.
6. The work schedule attached as Appendix A must include the number of hours scheduled for each shift but does not need to include shift start/end times. Start/end times must be provided separately for all shifts following the regular rules (s.17 of the *Employment Standards Code*).

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