

SAMPLE Flexible Averaging Agreement

1. _____ of _____ with _____ (“Employee”)
(employee) (worksite address) (email)
and
_____/_____/_____ of _____
(employer legal name) (employer operating name) (employer/company address)
 (“Employer”) have agreed to enter into a flexible averaging agreement which commences on
_____/_____ and ends on _____ .¹
(d/m/y) (d/m/y)
2. The Employer and Employee (the “Parties”) agree that the number of weeks over which the Employee’s hours of work will be averaged is _____ weeks.²
3. 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 Parties acknowledge and agree that the work week is _____
to _____ . (day of the week) (day of the week)
4. The Parties acknowledge and agree that:
- a. the Employee requested to enter into this agreement;
 - b. the Employee was regularly working at least 35 hours per week at the time of the request;
 - c. the Employee will continue to regularly work at least 35 hours per week during the term of the agreement; and,
 - d. this agreement is authorized by the collective agreement, if a collective agreement applicable to the Employee.
5. The Parties acknowledge and agree that the Employee’s work schedule, as required by the *Employment Standards Code* and regulations, is attached to this agreement as “Appendix A.”
6. The Parties agree that the Employer shall provide, and the Employee shall take, overtime pay or, subject to clause 7, time off instead of overtime pay for overtime hours. Overtime hours are the greater of hours worked in excess of:
- a. _____ per work day,³ or
 - b. an average of 44 hours per work week in the averaging period.
7. The Parties acknowledge and agree that instead of overtime pay, time off, calculated at 1.5 hours off for each overtime hour, with pay, will be provided, taken, and paid at the Employee’s wage rate at a time the Employee could have worked and received wages from the Employer. Time off with pay must be taken within 6 months of the end of the pay period in which it was earned unless a collective agreement applies to this agreement and provides for a longer period in which the time off with pay is to be provided and taken.
8. If time off with pay instead of overtime pay is not provided in accordance with clause 7, the Employee will be paid overtime pay at an overtime rate of at least 1.5 times the Employee’s wage rate for the overtime hours worked.
9. The Parties acknowledge and agree that any hours worked in excess of the scheduled hours and below the daily overtime threshold, as specified in 6(a) of this agreement, are considered flexible time.

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780-427-3731 (Edmonton and surrounding areas)

1-877-427-3731 (Toll-free)

From a cell phone, call #310 on Telus and Bell or *310 on Rogers.

Ask a question online.

TTY/TDD for the deaf or hard of hearing:

780-427-9999 (Edmonton and surrounding areas)

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