

SAMPLE
Group hours of work Averaging Agreement

1. The employees listed on Part A attached (“Employees”) and
_____ / _____ of _____
(employer legal name) (employer operating name) (employer/company address)
 (“Employer”) have agreed to enter into an hours of work averaging agreement which commences on
_____ and ends on _____ .¹
(d/m/y) (d/m/y)
2. The Employer and the Employees (the “Parties”) agree that, at the time this agreement was formed, a majority of the Employees agreed to enter into this agreement.
3. The Parties acknowledge that any new employees will be bound by this agreement if the description of the group of employees listed in Part A applies to them.
4. The Parties agree that the number of weeks over which the Employees’ hours of work will be averaged is _____ weeks.²
5. 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)
6. The Parties acknowledge and agree that the Employees’ work schedule, as required by the *Employment Standards Code* and regulations, as amended, is attached to this agreement as “Appendix A.”
7. The Parties agree that 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 hours worked in excess of:
 - a. 8 hours per work day (if less than 8 hours were scheduled on that work day) or, the scheduled hours per work day (if 8 or more hours were scheduled on that work day); and
 - b. an average of 44 hours per work week in the averaging period.
8. The Parties acknowledge that a group or individual overtime agreement(s), as the case may be, must be separately entered into where the Employer provides time off with pay instead of overtime pay to the Employees or some of the Employees.
9. The Parties acknowledge that, from time to time, the Employer may make temporary changes to an Employee’s work schedule that were not requested by the Employee as long as two weeks’ notice of the change is provided to the Employee. The Parties acknowledge that if less notice is provided, any hours exceeding 8 hours per work day that were not set out in the Employee’s current work schedule are overtime hours. The Parties acknowledge that notice is not required where an accident has occurred, urgent work is necessary, or other unforeseen or unpreventable circumstances have occurred. The Parties acknowledge that a change to the current work schedule in respect to one employee does not trigger this rule with respect to other employees.
10. The Parties acknowledge that, if within the same averaging period, an Employee makes up a shift on an unscheduled work day for being absent on a scheduled work day, the Employee shall receive their regular wage rate and any applicable overtime in accordance with the originally scheduled shift that was missed.
11. The Parties acknowledge that the Employer must provide a copy of this agreement to each Employee before the commencement date included above or, where the agreement is amended, as soon as possible after the amendment is entered into but before the amendment takes effect. Where new employees have entered into this agreement, the employer must provide a copy as soon as possible after the employee is bound by this agreement. The Employer shall also post a copy of this agreement on the Employer’s website, if the Employer has one, and in one or more conspicuous place(s) in the workplace.³

12. The Parties acknowledge that either Party may cancel this agreement by providing at least 30 days' notice to the other Party and, in the case of cancellation of the agreement by the Employees, where a majority of the Employees consent to the cancellation.⁴

13. This Agreement may be executed in any number of counterparts or by facsimile or electronically, each of which shall be deemed an original and all of which shall together constitute one and the same contract.⁵

I certify that the employees who have signed **Part B** attached to this form are the majority of employees in the group described and named on **Part A** attached.

Dated this _____ day of _____ 20 _____
(date) (month)

Signed by _____
(for employer/company)

Required Appendices:

- A. Work Schedule⁶
- B. Part A – Description of group
- C. Part B – Indication of Employee Support

Notes:

- 1. Term cannot be longer than 2 years unless it is part of a collective agreement.
- 2. Averaging period must be between 1 to 12 weeks unless a longer period has been authorized by a variance issued by the Director of Employment Standards.
- 3. Records specifying the group and indicating employee support, samples of which are provided in Part A and Part B of this agreement, must be maintained by the employer but need not be posted publically. Consider the privacy implications of publically posting Part A and Part B of this agreement. Appendix A must be posted publically.
- 4. Where a collective agreement applies, cancellation is subject to the collective agreement.
- 5. Part B of the sample agreement is drafted to be signed in counterparts but employers may choose to record indications of employee support in any manner consistent with the *Employment Standards Code* and relevant privacy legislation.
- 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*).

Part B (to be completed by each employee who supports entering into the agreement)

The employee whose signature appear below wish to join the group overtime agreement attached to this form.

Signature

Print name legibly

Date

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Further Information

For more information, please contact the Employment Standards Information Centre:

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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