

SAMPLE
Individual hours of work Averaging Agreement

1. _____ of _____ with _____ (“Employee”)
(employee) (worksite address) (email)
and
_____/_____
(employer legal name) (employer operating name) of _____
(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 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 the Employee’s work schedule, as required by the *Employment Standards Code* and regulations, is attached to this agreement as “Appendix A.”
5. The Parties agree that the Employer shall provide, and the Employee shall take, overtime pay or, subject to clause 6, 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.
6. The Parties acknowledge that an overtime agreement must be separately entered into where the Employer provides time off with pay instead of overtime pay to the Employee.
7. The Parties acknowledge that, from time to time, the Employer may make temporary changes to the 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. 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.
8. The Parties acknowledge that, if within the same averaging period, the 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.
9. The Parties acknowledge that the Employer must provide a copy of this agreement to the 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.
10. The Parties acknowledge that either Party may cancel this agreement by providing at least 30 days’ notice to the other Party.³

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

Signed _____
(for employer/company) (employee)

Required Appendices:

A. Work Schedule⁴

Notes:

1. Term cannot be longer than 2 years unless it is part of a collective agreement.
2. 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. Where a collective agreement applies, cancellation is subject to the collective agreement.
4. 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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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:

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