**AVERAGING AGREEMENT**

The BC Employment Standards Act (the “Act”) contains provisions for averaging the number of hours worked over a period of 1 – 4 weeks. Pursuant to the Act, the Employer and the Employee wish to establish an agreement with respect to averaging hours of work for the calculation of overtime per the terms and conditions set out in the agreement below.

**Averaging Agreement**

This agreement is made between Click or tap here to enter text. (the “Employer”) and Click or tap here to enter text. (the “Employee”) with the understanding that the Employee may be required to work more than 8 hours per day averaging no more than 40 hours per week, scheduled over a period of 1-4 weeks, without being paid overtime.

This agreement will apply over the course of Click or tap here to enter text. weeks and may be repeated Click or tap here to enter text. starting on Click or tap to enter a date. and ending on Click or tap to enter a date..

The work schedule for each week covered under this agreement is set out below. Changes may be required to fulfill the operational needs of the Company in which case a revised schedule will be provided with notice.

The Employee’s regular schedule shall be as follows: (Adjust # of weeks as required)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Week | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
| 1 |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |

This agreement may be terminated by the Employee upon providing the Company with 2 weeks’ written notice. The Company may cancel this agreement by providing the Employee with reasonable notice.

**Acknowledgment and Signatures**

I agree to work more than 8 hours per day, or more than the number of hours in my established regular workday, up to a maximum of Click or tap here to enter text. hours per day.

I acknowledge that I have read, understood, and agree to the terms and conditions of this agreement.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Employee Name |  | Employee Signature |  | Date |
|  |  |  |  |  |
|  |  |  |  |  |
| Employer Name |  | Employer Signature |  | Date |

**Note the following:**

* Averaging Agreements provide a benefit to both the Employee and the Employer
* Averaging Agreements cannot exceed an *average* of 80 hours in a two-week period or 160 hours in a 4-week period (for example, an employee could be scheduled to work 6 X 12 hour shifts for two weeks and then be off for two weeks)
* Employees **must** receive at least 32 consecutive hours free from work in every 7-day period. No Averaging Agreement can omit that 32-hour rest period
* Overtime Pay may apply:
	+ Daily overtime: Employees must be paid time-and-a-half for hours worked, if they work if they work more than 8 hours in a day AND if they work more than their regularly scheduled hours in a day as outlined in the averaging agreement (For example: an employee is scheduled to work a 10-hour shift but ends up working 12 hours. The employee is paid time-and-a half for the 2 hours added to the work schedule for that day.
	+ Weekly overtime: Employees must be paid time-and-a-half for any hours they work that exceed the average of 40 hours per week for the period covered by the averaging agreement. (For example: An employee who works 4 10-hour days per week over a 4-week period is asked to work on another day for 8 hours. The employee must be paid time-and-a-half for the extra hours worked.
* For more information visit [BC Employment Standards Act Averaging Agreements](https://www2.gov.bc.ca/gov/content/employment-business/employment-standards-advice/employment-standards/hours/averaging-agreements)