

# SAMPLE

## Individual Overtime Agreement

1. It is agreed between:

\_\_\_\_\_ of \_\_\_\_\_  
Employee name Employee address

and

\_\_\_\_\_ of \_\_\_\_\_  
Employer/company name Employer/company address

that either wholly or partly the employer will provide and the employee will take, time off with pay in place of overtime pay for those hours worked in excess of \_\_\_\_\_ in a work day or \_\_\_\_\_ in a work week, whichever is greater.

2. The time off with pay in place of overtime pay shall be provided, taken and paid at the regular rate of wages at a time that the employee could have worked and received wages from the employer.

3. The time off with pay shall be provided, taken and paid within 3 months of the end of the pay period in which it was earned unless;

- i) the agreement is part of a collective agreement which provides for a longer period of time, or
- ii) the Director of Employment Standards issues a permit providing for a longer period of time.

4. If the time off with pay instead of overtime is not provided, taken and paid in accordance with paragraph 2, the employee shall be paid overtime pay of at least 1.5 times the employee's wage rate for the overtime hours worked.

5. Time off in place of overtime shall be treated as hours of work and remuneration paid in respect to time off in place of overtime pay shall be treated as wages.

6. The employer shall provide a copy of this agreement to the employee.

7. No amendment or termination of this agreement shall be effective without at least one month's notice in writing by one party to the other.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signed by \_\_\_\_\_  
For Employer/company

\_\_\_\_\_  
Employee