

## **GROUP OVERTIME AGREEMENT**

Effective October 11, 2019 (Amended September 11, 2019)

1. It is agreed that the employer will provide and the employees will take time off with pay in place of overtime pay ("time-off-in-lieu") for those authorized hours worked in excess of **7.25** in a day or **36.25** in a week comprising of **Monday** to **Friday**, as well as any hours worked on Saturday and/or Sunday.

## **ELIGIBLE HOURS**

- 2. **Pre-Approval** Management will pre-authorize expected overtime hours, prior to any program or event, based on the expected agenda. Expected overtime hours must be submitted prior to the overtime being accrued along with the plan for timely use of accumulated hours. Any unexpected hours must be communicated to your manager and will be dealt with on a case by case basis.
- 3. **Authority** Overtime may only be accrued if **Management requires and assigns** you to perform necessary specific work for Inside Education.
- 4. **Required to Attend** Overtime may be accrued for **mandatory training or staff meetings, program delivery, or Inside Education business** that cannot be scheduled, conducted or completed during the normal workday. Every effort must be made to schedule programming during regular working hours, *including adjusting the individual work day so as to avoid overtime.*
- 5. **Immediate Rest** Following any weekend program, on which you accrue overtime, the first weekday (typically Monday) shall be an employer-designated rest day, for mandatory time-off-in-lieu.

## **INELIGIBLE HOURS**

- 6. **Not Required to Attend** If you are attending a program or event on a **voluntary, optional or invitational** basis, for your own professional development, certification, personal interest or other reasons, **no overtime** may be accrued.
- 7. **Administration** Office hours worked voluntarily or on your own professional commitment beyond the normal workday are not eligible for overtime, unless specifically required, pre-authorized and scheduled by Management.

## RECORDING AND USING OVERTIME

- 8. **Timesheets** Overtime hours pre-authorized and worked shall be recorded on the employee's monthly timesheet and approved by Management. For every hour of overtime worked, 1.0 hour of time off will be banked.
- 9. **Rate** Time-off-in-lieu, at a rate of 1.0 hour for each overtime hour worked, shall be provided, taken and paid at the regular rate of wages at a time that the employees could have worked and received wages from the employer.
- 10. **Timely Use** Overtime hours be used as soon as possible to ensure adequate rest and avoid accumulation of hours; for example, shifting your work day or taking a Friday afternoon off the same week.
- 11. **Expiry** –Time-off-in-lieu shall be provided, taken and paid **within 6 months** of the end of the pay period in which it was earned. Overtime hours may not be "banked." If time off with regular pay instead of overtime pay is not provided, taken and paid as required, the employee shall be paid overtime pay of at least 1.5 times the employee's wage rate for the overtime hours worked.
- 12. **Equivalent to Wages** Time-off-in-lieu shall be treated as hours worked, and remuneration paid in respect to time-off-in-lieu shall be treated as wages.
- 13. **Priority** Overtime hours will be used before any vacation time.
- 14. **Agreement** The employer shall provide a copy of this agreement to each employee affected by it. No amendment or termination of the agreement shall be effective without at least one month's notice.