



Group Averaging Agreement

- 1.1 This Agreement is effective as of June 1st, 2018 and will remain in place for two (2) years from that date, unless terminated earlier as specified in section 1.12.
- 1.2 The Employee is a member of a group of employees working as Client Support Workers in the Pregnancy Pathways program (the 'Group') at Boyle McCauley Health Centre ('BMHC'). The majority of the Group voted in favour of this agreement on or before May 15th, 2018.
- 1.3 As a member of the Group, the Employee's hours of work will be averaged for a six (6) week period (the 'Averaging Period').

...2

1.4 The Employee, and the other members of the Group, will work the following schedule in each Averaging Period:

	# of shifts	Hours per day		# of shifts	Hours per day
Week 1	Wed.	10	Week 4	Wed.	7.5
	Thurs.	10		Thurs.	7.5
	Fri.			Fri.	
	Sat.			Sat.	
	Sun.			Sun.	
	Mon.	10		Mon.	
	Tues.	10		Tues.	8.5
Total Hours in Week 1: 40			Total Hours in Week 4: 23.5		
Week 2	Wed.	10	Week 5	Wed.	8.5
	Thurs.	10		Thurs.	8.5
	Fri.			Fri.	8.5
	Sat.			Sat.	8.5
	Sun.	7.5		Sun.	
	Mon.	7.5		Mon.	
	Tues.	7.5		Tues.	8.5
Total Hours in Week 2: 42.5			Total Hours in Week 5: 42.5		
Week 3	Wed.	7.5	Week 6	Wed.	8.5
	Thurs.	7.5		Thurs.	8.5
	Fri.			Fri.	8.5
	Sat.			Sat.	8.5
	Sun.	7.5		Sun.	
	Mon.	7.5		Mon.	10
	Tues.	7.5		Tues.	10
Total Hours in Week 3: 37.5			Total Hours in Week 6: 54		
Total Hours in the 6 week Averaging Period: 240 hours					
Average Hours per week in the Averaging Period: 40					

1.5 Overtime hours must be pre-approved by BMHC’s Executive Director (or designate), before they are worked. Overtime hours not approved in advance will not be compensated as overtime hours, or at all.

- 1.6 The Employee is entitled to take time off with pay instead of overtime under this Agreement if the Employee's approved hours of work exceed:
 - 1.6.1 Eight (8) hours in a work day, if the hours scheduled for that day are less than eight (8) hours, of the daily scheduled hours set out in section 1.3 if more than eight (8) hours per day are scheduled; or
 - 1.6.2 An average of forty-four (44) hours per week in the Averaging Period.

- 1.7 If the Employee works approved overtime hours, the Employee is entitled to receive overtime pay or time off in place of overtime pay based on the greater of:
 - 1.7.1 The total of the employee's overtime hours calculated in accordance with s. 1.6.1 for the Averaging Period; and
 - 1.7.2 Overtime hours calculated in accordance with s. 1.6.2.

- 1.8 Overtime pay or time off with pay in place of overtime pay will be paid or provided at one and a half (1.5) times the number of total overtime hours worked, as calculated under s. 1.7. If time off in place of overtime is taken, it shall be taken and paid at the Employee's regular rate of pay, at a time that the Employee could have worked and received wages from BMHC.

- 1.9 If the time off in place of overtime pay is not provided, taken and paid in accordance with s. 1.8 within six (6) months of the end of the pay period in which it was earned, the Employee will be paid the total amount of overtime hours accumulated at one and a half (1.5) times the Employee's regular wage rate.

- 1.10 Time off in place of overtime pay 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.

- 1.11 If within a work week, the Employee makes up a shift on an unscheduled work day because of having been absent on a scheduled work day, the Employee is entitled to be paid the Employee's regular wage rate and receive overtime pay or time off in lieu of overtime pay in accordance with the originally scheduled shift.

- 1.12 BMHC may from time to time make a temporary change in the Employee's work schedule that was not requested by the Employee, by providing at least two (2) weeks' notice to the Employee before the change is to take effect. If the change is as a result of an accident that has occurred, because urgent work is necessary, or due to other unforeseen or unpreventable circumstances, then the two (2) weeks' notice will not be required.

- 1.13 BMHC or the Group may cancel the Agreement by providing thirty (30) days' notice to the other party. The Group may cancel the Agreement only if a majority of the Group consents to the cancellation. The cancellation of the Agreement takes effect at the end of the Averaging Period in which the thirty (30) days' notice ends.
- 1.14 Where the Employee's employment terminates, or the Employee is no longer bound by this Agreement, before the end of the Averaging Period, the Employee's overtime hours for that Averaging Period shall be calculated as if the Employee had worked the remainder of the scheduled shifts in the Averaging Period.

A copy of this Agreement has been received by:

Employee: _____

Date: _____

Name: _____