

TITLE: CITY OF DRUMHELLER

NON-UNION STAFF OVERTIME AGREEMENT  
COMPENSATION FORM/FORMS

DEPARTMENT: General

POLICY NO.: 2-89

APPROVAL DATE:

SUPERCEDES: N/A

March 24, 1989

PURPOSE:

ESTABLISH A UNIFORM TYPE OF AGREEMENT FORM/FORMS TO BE USED BY ALL NON-UNION EMPLOYEES FOR ARRANGING COMPENSATION FOR OVERTIME DUTIES PERFORMED WHETHER BY DIRECT PAYMENT OR LIEU TIME OFF.

POLICY STATEMENT:

OVERTIME AUTHORIZED BY SUPERVISORS/DEPARTMENT HEADS SHALL BE COMPENSATED FOR EITHER BY ACTUAL PAYMENT OR LIEU TIME OFF IN ACCORDANCE WITH THE OVERTIME AGREEMENTS, OF, AND FORMING PART OF THIS POLICY.

1. The following standard type of Overtime Agreement Compensation Form/Forms shall be used to provide Compensation for overtime duties performed by Non-Union Staff members whether by direct payment or lieu time off.
  
2. Form Type S, of, and forming part of this Policy, shall apply in single individual cases.
  
3. Form Type G, of, and forming part of this Policy, shall apply in group cases.

MINUTES OF THE REGULAR MEETING OF COUNCIL HELD ON MONDAY,  
APRIL 24, 1989 AT 5:30 P.M.

- 4.3.2 Policy #2-89 - Keller, Milne that Policy #2-89 relating to Overtime Compensation be accepted. Cd.

CITY LETTERHEAD

(Term Worker)

Dear Sir/Madam:

This will confirm that you have been hired by Family and Community Support Services as a term worker.

Funding for your position is dependent upon sources beyond the City's control and accordingly your employment may be terminated at any time upon 7 days notice. Notwithstanding the foregoing, based on present information, your position should exist for a period of \_\_\_ months at the end of which term your employment will cease without further notice.

Your duties in your position will be those as designated from time to time, either orally or in writing, by the Family and Community Support Services Director.

You shall have no other rights or entitlements to remuneration or benefits from your employment other than:

1. Your salary which shall be \_\_\_\_\_ (hour/month).
2. Any general rights or entitlements you may have pursuant to any existing law.

Please confirm your understanding of these terms and conditions of your employment by signing the duplicate copy enclosed.

Yours truly,

FAMILY AND COMMUNITY  
SUPPORT SERVICES DIRECTOR

Accepted this \_\_\_ day of

\_\_\_\_\_, A.D. 19\_\_.

\_\_\_\_\_  
TERM WORKER

CITY LETTERHEAD

(Hourly Term Worker)

Dear Sir/Madam:

This will confirm that you have been hired by Family and Community Support Services as an hourly term worker.

Your hours of work will be dependent upon the needs of the Clients of the Department. Moreover, funding for your position is dependent upon sources beyond the City's control and accordingly your employment may be terminated at any time notwithstanding the needs of the Department's Clients.

Your duties in your position will be those as designated from time to time, either orally or in writing, by the Family and Community Support Services Director.

You shall have no other rights or entitlements to remuneration or benefits from your employment other than:

1. Your salary which shall be \_\_\_\_\_ per hour.
2. Any general rights or entitlements you may have pursuant to any existing law.

Please confirm your understanding of these terms and conditions of your employment by signing the duplicate copy enclosed.

Yours truly,

FAMILY AND COMMUNITY  
SUPPORT SERVICES DIRECTOR

Accepted this \_\_\_\_ day of

\_\_\_\_\_, A.D. 19\_\_.

\_\_\_\_\_  
HOURLY TERM WORKER

INDIVIDUAL OVERTIME AGREEMENT

TYPE S

1. It is agreed between:

\_\_\_\_\_ of \_\_\_\_\_  
EMPLOYEE'S NAME EMPLOYEE'S ADDRESS

AND

\_\_\_\_\_ of \_\_\_\_\_  
EMPLOYER'S NAME/COMPANY NAME EMPLOYER'S/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 day or \_\_\_\_\_ in a week comprising of \_\_\_\_\_ to \_\_\_\_\_ (day of the week) \_\_\_\_\_ (day of the week).

2. The time off with pay in place of overtime pay shall be provided taken and paid at the rate of one and one half the wages at a time that the employee could have worked and received wages from the employer.
3. If the time off in place of overtime pay is not provided, taken and paid in accordance with paragraph 2 and 4, the employee shall be paid at the overtime rate for all the overtime hours with respect to which time off was not provided, taken and paid.
4. The time off shall be provided, taken and paid within 3 months of the end of the pay period in which it was earned unless,
  - (i) this 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.
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 on 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 \_\_\_\_\_ 198

SIGNED \_\_\_\_\_  
for employer employee

GROUP OVERTIME AGREEMENT

TYPE G

1. It is agreed between:

THE EMPLOYEES LISTED ON THE REVERSE

AND

\_\_\_\_\_ of \_\_\_\_\_  
Employer/Company Name Employer/Company Address

that either wholly or partly the employer will provide and the employee(s) will take time off with pay in place of overtime pay for those hours worked in excess of \_\_\_\_\_ in a day or \_\_\_\_\_ in a week comprising of \_\_\_\_\_ (day of the week) to \_\_\_\_\_ (day of the week).

2. The time off with pay in place of overtime pay shall be provided, taken and paid at the rate of one and one half the wages at a time that the employee(s) could have worked and received wages from the employer.
3. If the time off in place of overtime pay is not provided, taken and paid in accordance with paragraph 2, the employee(s) shall be paid at the overtime rate for all the overtime hours with respect to which time off was not provided, taken and paid.
4. The time off shall be provided, taken and paid within 3 months of the end of the pay period in which it was earned unless,
  - (i) this 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.
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 each employee affected by it.
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.

I certify that the employees who have signed paragraph "B" on the reverse of this form are the majority of employees who form the group described on the reverse.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 198

SIGNED \_\_\_\_\_  
For Employer/Company

