TIME OFF IN LIEU OVERTIME AGREEMENT

It is agreed between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Employee) and

PEAK VOCATIONAL AND SUPPORT SERVICES Ltd. (Employer)

that, either wholly or partly, the employer will provide, and the employee will take time off with pay in place of overtime pay as outlined below.

Overtime is defined as:

* Pre-approved hours worked in excess of 40 in a week or 8 hours per day for employees who work primarily (75% or more of the hours worked) in Peak’s various services and those who work primarily during day time hours.
* Pre-approved hours worked in excess of 264 per month for employees who work primarily (75% or more of hours worked) in Residential Support Services; sleep hours are not counted as hours of work when calculating overtime hours for the pay period.

Employees working primarily in Peak’s various day services or work primarily during day time hours, are paid their regular wage for their regular hours of work. Hours in excess of 40 hours per week or 8 hours per day are remunerated as time off with regular pay equal to the number of hours worked.

Employees who work primarily in Residential Support Services are paid their regular wage for their regular hours of work. Employees who work weekend live-in shifts in Residential Support Services are paid for each 24-hour period as follows: 16 hours at regular residential rate of pay; 8 hours at sleep rate of pay (note: Overtime is not paid on sleep hours and sleep hours do not contribute to the overtime calculation) . Hours in excess of 264 per month are remunerated as time off with regular pay equal to the number of hours worked.

Employees who work primarily in Residential Support Services and who work primarily during day time hours (Service Coordinators and Team Leaders), are paid their regular wage for their regular hours of work. Hours in excess of 40 hours per week or 8 hours per day are remunerated as time off with regular pay equal to the number of hours worked.

The time off in lieu 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
* accumulated time off in lieu must be claimed as follows:
* Time accumulated between April 1 & June 30 must be taken by June 30
* Time accumulated between July 1 & September 30 must be taken by September 30
* Time accumulated between October 1 & December 31must be taken by December 31
* Time accumulated between January 1 & March 30 must be taken by March 30
* be treated as hours of work and remuneration paid in respect to time off shall be treated as wages
* scheduled at the discretion of the employer should the employee fail to request the time off

If the time off in lieu is not provided, taken and paid in accordance with the above paragraph employee will be paid at their regular rate of pay.

The employer shall provide a copy of this agreement to the employee. The original will be kept in the employee’s personnel file.

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.

**SIGNED:**

Employee Date (mm,dd,yyyy)

Employer Date (mm,dd,yyyy)