

Time Bank Agreement Template (Sample)

It is agreed between:

Employee name of _____
Employee Address
and

Employee/Company Name of _____
Employee/Company Address

Time Bank Establishment

The employer and employee agree to establish an overtime bank so that the employee may bank overtime hours on the following basis:

- Each overtime hour will enter the bank at 1.5 regular time and can be banked for a maximum of 12 months.
- Each hour taken from the bank must be used during the employee's regularly scheduled work hours at a time or times that have been mutually agreed upon.
- In the absence of mutual agreement, the employer may schedule banked time use with at least one week's written notice.

Time Bank Cancellation

The employer and employee can cancel an overtime bank by providing written notice of cancellation one pay period or more in advance. In the event of the cancellation:

- The employer will pay out any unused bank time or require the employee to take time off no later than the end of pay period following the cancellation notice period.
- If the cancellation is due to the employee's employment being terminated, then the employer shall pay to the employee any unused bank overtime pay within 14 days of the employee's last day of work.

Agreement Governed by *The Employment Standards Regulations*

This Time Bank Agreement is authorized by and includes additional provisions contained in section 12 of *The Employment Standards Regulations* noted on the reverse side of this document.

Dated this _____ day of _____, 20_____

X _____
Signature of Employer/Company

X _____
Signature of Employee

The Employment Standards Regulations

Time banks – overtime

12(1) For the purpose of subsection 2-18(3) of the Act and this section:

- (a) “banked time” means the overtime hours credited to an employee’s time bank, for which an employer is to provide the employee with time off with pay in accordance with this section;
- (b) “written notice” means notice, in writing, that is required to be given to the other party by an employer or employee.

(2) For the purposes of clause (1)(b), a written notice must be at least one pay period in length.

(3) For the purposes of subsection 2-18(3) of the Act, a time bank agreement must:

- (a) be in writing;
- (b) be agreed to by the employer and the employee; and
- (c) be signed by the employer and employee.

(4) All hours banked pursuant to this section are to be banked at 1.5 times the number of overtime hours worked.

(5) All hours taken from the time bank must be taken:

- (a) during an employee’s regularly scheduled work hours;
- (b) at a time or times agreed to by the employer and employee, or, in the absence of agreement, as scheduled by the employer, and section 2-11 of the Act applies, with any necessary modification, for the purposes of this clause;
- (c) at the employee’s hourly wage; and
- (d) within 12 months after the end of the pay period in which the overtime hours were banked.

(6) Banked time is deemed to be wages owing to the employee for the purposes of recovery of the wages.

(7) Each hour or part of an hour of time off with pay is deemed to be regular hours of work.

(8) The employer shall retain a copy of the time bank agreement entered into pursuant to subsection (3) and provide a copy of the agreement to the employee in any manner that informs the employee of the agreement.

(9) The employer shall pay to the employee wages for all banked time for which time off with pay did not occur in accordance with clause (5)(d).

(10) For the purposes of subsection (9):

- (a) that payment must be the product of:
 - (i) the employee’s hourly wage; and
 - (ii) the employee’s remaining banked time; and
- (b) the employer shall make that payment in accordance with section 2-33 of the Act.

(11) An employer or an employee, at any time, may give written notice to the other party of his or her intention to:

- (a) issue or obtain payment for all or part of the hours in the time bank; or*
- (b) terminate the time bank.*

(12) If written notice is given pursuant to clause (11)(a), the employer shall, not later than the end of the pay period following the pay period in which written notice was provided, pay the employee wages for the banked overtime hours in accordance with subsection (10).

(13) If written notice is given pursuant to clause (11)(b):

- (a) the employer shall, not later than the end of the pay period following the pay period in which written notice was provided, either:
 - (i) pay the employee wages for the banked overtime hours in accordance with subsection (10); or*
 - (ii) schedule the times at which the employee shall take the banked hours in accordance with clause (5)(b); and**
- (b) the employee's time bank is deemed to be closed.*

(14) If the employer lays off or terminates the employment of an employee, the employer shall not require the employee to take banked overtime hours off with pay as part of the required notice period pursuant to section 2-60 of the Act.

(15) If the employer lays off or terminates the employment of an employee, the payment pursuant to clause (10)(a) is not to be considered pay instead of notice required pursuant to section 2-61 of the Act