

SECTION: ADMINISTRATION

SUBJECT: TIME-IN-LIEU

Original Resolution No.: 90-04-09  
Revision Resolution No.: 96-06-17

Revision Resolution No.: 97-02-35  
Revision Resolution No.: 03-06-44

### Time in Lieu Policy

It is the policy of the County of Warner that staff who work time in addition to the normally scheduled hours of operation should be compensated for the same, whether by receiving time off, or being paid for the same.

#### Guidelines

1. The following definitions apply within this policy:
  - a. **Time-In-Lieu** shall mean the exchange of overtime hours for time off with pay.
  - b. **Casual Time-In-Lieu** shall mean a pre-determined amount of hours, or time off with pay, given in exchange for any overtime worked within a calendar year.
  - c. **Management** shall mean employees whose responsibilities may include the direct supervision of other employees, and shall include:
    - i. County Administrator
    - ii. Bylaw Officer
    - iii. Public Works Superintendent
    - iv. Agricultural Fieldman
    - v. Accountant
  - d. **Overtime for all employees except Public Works** shall mean all hours over eight (8) in a day and forty-four (44) in a week, whichever is the greater, are considered overtime hours.
  - e. **Overtime for Public Works employees** shall mean all hours over ten (10) in a day and forty-four (44) in a week, whichever is the greater, are considered overtime hours. (See Policy 320.01)
2. Management shall receive casual time-in-lieu hours in the amount of fifty (50) hours per year. These hours can not be carried forward into a new calendar year if they are not used in the current year. Casual time-in-lieu will not be paid out.
3. All employees, except Management, shall receive time-in-lieu hours for any overtime hours worked. The exchange of overtime hours for time-in-lieu hours shall be conducted as follows:
  - a. Overtime hours shall be earned for all hours over eight (8) in a day and forty-four (44) in a week, whichever is the greater, for all employees except Public Works.
  - b. Public Works Employees shall earn overtime hours for all hours over ten (10) in a day and forty-four (44) in a week, whichever is the greater. (See Policy 320.01)

- c. These hours are considered overtime. Overtime hours are calculated at time and one half and are either paid out or can be taken as time in lieu. ( For example, one overtime hour worked shall earn one and a half hours of time in lieu or equivalent pay.)
4. Prior approval of the employee's supervisor shall be received as to when the time-in-lieu hours can be taken.
5. Employees shall be permitted to accumulate earned time-in-lieu hours, after signing an overtime agreement, with the following restrictions:
  - a. Time-in-lieu hours shall be earned over a maximum period of three (3) months.
  - b. At the end of each pay-period any time-in-lieu hours earned, which are greater than three (3) months old, shall be paid out in the same manner as overtime hours. (Note: An extension may be granted by the Director of Employment Standards.)
  - c. In special circumstances, accumulated time-in-lieu hours may be paid out earlier than three (3) months to the employee, with the prior approval of the employee's supervisor.
  - d. Accumulated time-in-lieu may be used, upon prior approval by the employee's supervisor, in the following ways:
    - i. To extend a vacation period,
    - ii. Personal absences,
    - iii. To extend a long weekend, or holiday period, and
    - iv. For sick periods, where the employee has no sick leave time available.
6. If the employee leaves the employment of the County, any accumulated time-in-lieu hours shall be paid to the employee in the same manner as overtime.
7. An employee may choose between the use of time-in-lieu hours and/or the payment for the overtime hours, or a combination of the two options.
8. In order for an employee to utilize the Time-In-Lieu Policy, the employee shall sign an Overtime Agreement. A sample of the agreement is attached as Appendix "A" and forms part of this Policy.

APPENDIX "A"

COUNTY OF WARNER NO.5

OVERTIME AGREEMENT

It is agreed between:

\_\_\_\_\_ of \_\_\_\_\_  
Employee Name Employee's Address

and

The County of Warner No. 5, of Box 90, WARNER, Alberta T0K 2L0

1. That either wholly or partly the employer will provide and the employee will take time off in place of overtime pay for those hours worked in excess of \_\_\_\_\_ (hours) in a day or \_\_\_\_\_ (hours) in a week comprising \_\_\_\_\_ (day of week) to \_\_\_\_\_ (day of week)
2. That time off in place of overtime pay 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. (The time off shall be calculated as per County of Warner Policy 120.25)
3. The time off with pay in place of overtime pay shall be provided, taken and paid within 3 months of the end of the pay period in which it was earned unless,
  - (i) the 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.
4. If the time off in place of overtime pay is not provided, taken and paid in accordance with paragraph 2, the employee shall be paid at the overtime rate for all the overtime hours with respect to which time off was not provided, taken or paid.
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 or 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 \_\_\_\_\_, \_\_\_\_\_.

SIGNED \_\_\_\_\_  
Employer