

STATEMENT of POLICY and PROCEDURE			
Chapter:	Human Resources	SPP No.	HR 2.06
Section:	Employment	Issued:	Jan. 1, 2009
Subject:	HOURS of WORK	Effective:	Jan. 1, 2009
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Issued by:	Martin Moore	Dated:	

1 POLICY

John Watson Ltd requires all locations to be open within the hours of 7:00AM to 5 PM.

- 1.01 (a) **BC: Regular Full-time Working Hours** are at least **seven and a half (7.5)** hours per shift, **Monday to Friday**, for a total of at least thirty seven and a half (**37.5**) hours per week, seventy five (75) hours per pay period. Please see below for the various shift work day hours with at least one-half ($\frac{1}{2}$) hour unpaid eating period to be taken between **11:00am** and **2:00pm**. Exceptions to these working hours require the **President's** approval. Overtime must be approved in accordance with the Overtime Policy, HR3.06.

BC	Operating Hours	6:30 AM – 5:00 PM
	Shift 1	6:30 AM – 3:00 PM
	Shift 2	7:00 AM – 4:00 PM
	Shift 3	8:00 AM – 4:30 PM
	Shift 4	8:30 AM – 5:00 PM

Calgary: Regular Full-time Working Hours are eight (**8**) hours per shift, **Monday to Friday**, for a total of forty (**40**) hours per week. Please see below for the various shifts workday hours, with an unpaid one-half ($\frac{1}{2}$) hour eating period to be taken between **11:00am** and **2:00pm**. Exceptions to these working hours require the **President's** approval. Overtime must be approved in accordance with the Overtime Policy, HR3.06.

Calgary	Operating Hours	7:30 AM – 4:00 PM
	Office and Warehouse	7:30 AM – 4:00 PM

Ontario: Regular Full-time Working Hours are eight (**8**) hours per shift and seven and a half (**7.5**) hours per shift, **Monday to Friday**, for a total of forty (**40**) hours per week. Please see below for the various shifts workday hours, with an unpaid one-half ($\frac{1}{2}$) hour eating period to be taken between **11:30am** and **2:00pm**. Exceptions to these working hours require the **President's** approval. Overtime must be approved in accordance with the Overtime Policy, HR3.06.

Ontario	Operating Hours	8:00 AM – 5:00 PM
	Warehouse	8:00 AM – 4:30 PM
	Office	8:30 AM – 5:00 PM

- (b) An employee has the right to refuse to work more than **eight (8)** hours per day or **forty (40)** hours a week. The Company does not maintain or have an "Averaging Hours of Work Agreement".

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1.02 **Eating Period**

Employees scheduled to work a full regular shift shall observe at least a **thirty (30)** minute unpaid eating period. Eating Periods shall begin at a time that is no longer than **five (5)** hours after the shift starting time. The exact time of the half-hour eating period shall be established by the employee's immediate supervisor in light of operational requirements. Employees are not allowed to forego their eating period and are not allowed to leave early if they forego their eating period.

1.03 **Hours free from work**

- (a) An employee shall have a period of at least **eight (8)** hours free from performing work in each day.
- (b) An employee shall have a period free from the performing work equal to at least **thirty-two (32)** consecutive hours in every workweek.

1.04 **Double shifts**

An employee shall have a period of at least 8 hours free from the performance of work between shifts.

1.05 **Emergency Situations (Ontario)**

In situations where there is an unforeseen emergency or repairs are urgently required to either the **John Watson Ltd's** plant or equipment, employees may be required to work outside of the normal established hours.

1.06 **On-call (Ontario)**

From time to time, employees may be required to be on-call. Employees are not paid for being on-call, unless they are actually required to perform duties while on-call. Employees will be paid for the greater of (a)

2 PURPOSE

2.01 The purpose of this Statement of Policy and Procedure is to establish standard weekly hours of work and to ensure consistent administration of working hours.

3 SCOPE

3.01 This Statement of Policy and Procedure applies to all Non-union employees. Where appropriate: the provisions of the applicable Collective Agreement govern The Hours of Work for Union employees.

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4 RESPONSIBILITY

- 4.01 **Managers** are responsible for ensuring essential services (e.g. telephone answering, customer service, and building services) are maintained in their departments throughout regular working hours. Managers have the discretion to vary or stagger the time when employees take eating and/or rest periods.
- 4.02 Employees are responsible for being punctual in their work habits. Tardiness is not acceptable and repeated tardiness may lead to termination for cause, without notice or pay in lieu thereof.
- 4.03 The **Human Resources Manager** is responsible for securing necessary employee and government approvals, if required, for variations in working hours beyond those outlined herein.

5 DEFINITIONS

- 5.01 “**Work week**” means a recurring period of 7 consecutive days selected by **John Watson Ltd** for the purpose of scheduling work.

6 REFERENCES and RELATED STATEMENTS of POLICY and PROCEDURE

British Columbia *Employment Standards Act*
Alberta Standard Employment Code
Ontario Standard Employment Act, 2000 and Regulations
 SPP HR 2.05 — Employment Classifications
 SPP HR 3.06 — Overtime
 SPP HR 3.07 – Reporting Pay
 SPP HR 3.08 – Call-in Pay

7 PROCEDURE

- 7.01 Variations in the shift starting and quitting times of some positions may be approved by the **Manager** if the purpose is to provide more effective access to the incumbents of those positions by customers, suppliers and/or other employees.
- 7.02 Eating or Shift Rest Periods not taken:
- are not recorded for additional remuneration;

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- are not accumulated for extra time off;
- cannot be used for the purpose of leaving work early.

7.04 For purposes of Payroll administration, the week begins on **Sunday at 12:01am** and ends at midnight the following **Saturday**.

7.05 An employee may be required to work more than maximum number of hours specified in paragraph 1.01 or to work during a period that is required to be free from performing work as specified in paragraphs 1.04 and 1.05 only under the following circumstances and only so far as is necessary to avoid serious interference with the ordinary working of **John Watson Ltd's** establishment or operations:

- To deal with an emergency.
- If something unforeseen occurs, to ensure the continued delivery of essential public services, regardless of who delivers those services; or to ensure that continuous processes or seasonal operations are not interrupted.
- To carry out urgent repair work to **John Watson Ltd's** plant, equipment, warehouse or office.

7.06 a) Subject to a written agreement between John Watson Ltd and an employee related to Averaging Hours of Work, an employee may be required to work hours, which are greater than those specified in the British Columbia Employment Standard Code, **Alberta Standard Code** and the **Ontario Standard Act**. Appendix A to this policy is used for this purpose.

(b) Before a written agreement is made with an employee with respect to hours of work in excess of legislated maximums, **John Watson Ltd.** shall provide the employee with a copy of the most recent document published by the Director of Employment Standards respecting an employee's rights and an employer's obligations contained in Part VII (Hours of Work and Eating Periods) and Part VIII (Overtime Pay) of the Act and the agreement shall contain a statement in which the employee acknowledges that he or she has received a document that the employer has represented is the most recent document published by the Director.

(c) A written agreement between **John Watson Ltd.** and an employee with respect to hours of work in excess of forty-eight (48) hours per week shall be submitted to the Director of Employment Standards, in the form provided, for approval.

(d) The application served on the Director shall be posted in at least one conspicuous location in the workplace where the employee affected by the application is likely

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to see it. If the Director approves the application, the notice of approval, or a copy thereof, shall replace the posting of the application and the approval notice shall remain posted until the expiry or revocation of the approval. If the application is refused, the notice of refusal shall replace the posting of the application and remain posted for a period of sixty (60) days.

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APPENDICES

Appendix A — 5_B2.06 Sample Hours of Work Agreement (Ontario)

Appendix A

HOURS OF WORK AGREEMENT

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HOURS OF WORK AGREEMENT
THIS AGREEMENT made as of (Date)
BETWEEN:

(Employee name) hereinafter referred to as “**Employee**”

and

(Employer name) hereinafter referred to as “**Employer**”

The Ontario Employment Standards Act, 2000 (“Act”) contains provisions for an employer and an employee to agree with respect to the maximum number of hours that an employee can work per day or per week up to a certain legislated maximum.

Pursuant to the Act, Employer and Employee hereby agree to the following:

1. Employee and Employer agree that Employer shall be permitted to set Employee’s hours of work and work schedule in accordance with the requirements set out in this Agreement. Employer shall provide Employee with at least two (2) weeks of advance notice of any changes to the work schedule.
2. Employee agrees to work the hours as scheduled by Employer in accordance with the following terms:
 - (a) Subject to Paragraphs 2(c) and 2(d), Employer may require Employee to work _____ hours [**per day or per week**] starting at [**8:30am**] on [**Mondays to Friday**];**
 - (b) Employer shall not require Employee to work any hours in excess of the hours specified in this Agreement**
 - (c) Employer shall not require Employee to work in excess of thirteen (13) hours a day.**
 - (d) Employer shall comply with the requirements of the Employment Standards Act, 2000 with respect to eating periods, daily and weekly periods free from work.**

** The provisions in paragraphs 2(a) to 2(d) are suggestions. The employer can craft other requirements, provided they meet the minimum requirements in the Act and the regulations.

3. Where any provision of this Agreement violates any provision of, or regulation enacted under, the Employment Standards Act, 2000, the provisions of the Act and/or Regulations shall supersede this Agreement.
4. Employee acknowledges and agrees that prior to signing this Agreement Employee received from Employer a document Employer represented as being the most recent

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document published by the Director of Employment Standards with respect to an employee's rights and an employer's obligations under Part VII and Part VIII of the Employment Standards Act, 2000, a copy of which document is attached to this Agreement as Schedule "A". **[Note: It is best to have a file copy of the actual document given to the employee in order to avoid arguments that the employee did not get the correct document.]**

5. (a) Employer and Employee acknowledge and agree that the terms of this Agreement with respect to hours of work in excess of forty-eight (48) hours per week are subject to the approval of the Director of Employment Standards and that this Agreement shall be null and void unless Employer has either actual or deemed approval under the Act of the Director of Employment Standards.
- (b) Employer and Employee acknowledge and agree that the terms of this Agreement are made at the time of Employee's hiring. The parties agree that the terms of this Agreement with respect to hours of work in excess of eight (8) hours per day and less than forty-eight (48) hours per week shall be submitted to the Director of Employment Standards for approval if requested by Employer.
6. Employer shall post a copy of the formal application for approval of this Agreement at **[designate a prominent place in the workplace]** and shall advise Employee immediately of the Director's approval or refusal of the application.
7. Employer and Employee acknowledge and agree that this Agreement is entered into voluntarily and without duress upon either party.
8. Employee and Employer agree that the provisions set out herein shall remain in effect until **[ending date of agreement]** unless,
 - (a) the Director of Employment Standards revokes the approval of this Agreement; or
 - (b) either Employee or Employer revokes this Agreement by giving two (2) weeks of written notice to the other.
9. Despite Paragraph 8(b) of this Agreement, Employer and Employee agree that an Agreement made at the time of Employee's hiring with respect to hours of work in excess of eight (8) hours per day and less than forty-eight (48) hours per week and which has been approved by the Director of Employment Standards is irrevocable unless both Employer and Employee agree.

Employee Signature

Date Employer Signature