

# MODULE 3

## Non-Monetary



**HOURS OF WORK**

*Maximum Daily Limit*

The maximum number of hours an employee may work in a day for one employer is:

- 8 hours (or if the employer has established a regular work day of more than eight hours for the employee, the number of hours in the regular work day); or
- 8+ hours, subject to electronic/written agreements
  - Agreement must exactly state how many hours over 8 in a day the employee will be permitted to work, and the employee may not exceed these hours.

*Maximum Weekly Limit*

The maximum number of hours an employee may work in a week for one employer is:

- 48 hours; or
- 48+ hours, subject to electronic/written agreements
  - Agreement must exactly state how many hours over 48 in a week the employee will be permitted to work, and the employee may not exceed these hours.

**NOTE: Overtime still must be paid.**

*Electronic/Written Agreements*

Requirements for a valid agreement:

1. Employer provides an information sheet and
2. Agreement must include a sentence stating that the employee has reviewed the information sheet

information sheet can be found here:

<https://www.labour.gov.on.ca/english/es/pubs/hours/infosheet.php>

*Cancelling the Agreement*

The employee may cancel the agreement by providing the employer with 2 weeks’ notice in writing/electronically. The employer may cancel the agreement by providing reasonable notice. Once cancelled, no working excess daily/weekly hours is permitted.

**NOTE: Once the agreement is cancelled the employee cannot work the excess hours.**



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### Non-Monetary

#### *What Counts as “Work Time”?*

When an employee is doing his or her job, and they are required to be at the workplace. This may or may not include travel time.

#### *What Does Not Count as “Work Time”?*

- Eating periods (i.e., lunch);
- Scheduled sleeping periods (i.e., if an employer is required to provide a place to sleep, this does not count as work time); and
- Private affairs or pursuits (personal phone calls, checking personal e-mails, texting, etc.)

#### *Travel Time vs Commute Time*

“Commute time” is not work time.

“Travel time” can be work time:

- Driving employer’s vehicle to work;
- Transporting supplies/employees; or
- Changing work locations.

#### *Training/Orientation*

If you require an employee to take training before working, or the law says the employee must have mandatory training, the time spent training does count as work time. Meaning, this time must be paid.

If an employee wants a promotion and must take special training to qualify for the promotion, this time does not count as work time and can be unpaid.

## HOURS FREE FROM WORK

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#### *Daily Hours off Work*

An employer must provide the employee with at least 11 consecutive hours “off work”. An employer cannot contract this out.

**NOTE:** This is not applicable to “on call” employees.

#### *Between Shifts*

An employer and employee can make an agreement, electronically or in writing, for less than 8 hours off work between shifts. This limitation does not apply if the total time an employee works on both shifts is 13 hours or less.

**Example:** Natalie works in a restaurant. She is on split shifts, working from 6 a.m. (before noon) to 11 a.m. (before midday) and then from 2 p.m. (after midday) to 7 p.m. (after midday) The total time of her two shifts is 10 hours.

Natalie does not need eight hours off between the split shifts, because the hours she worked do not exceed 13 hours.

#### *Weekly/Bi-weekly*

An employee must receive at least:

- 24 consecutive hours off work in each work week; or
- 48 consecutive hours off work in every period of two consecutive work weeks.





### *Exceptional Circumstances*

When the employer is experiencing “exceptional circumstances” it can compel an employee to work in excess of:

- 8 hours+ day;
- 48 hours+ week; or
- During required “free from work” period.

#### **What are “Exceptional Circumstances?”**

1. Deal with an emergency (natural disaster, fire/flood, accident etc.);
2. Perform urgent repair work to plan/equipment;
3. To address an unexpected interruption and in doing so ensure continuous processes or seasonal operations continue; or
4. Ensure continued delivery of public services.

#### **What are NOT “Exceptional Circumstances?”**

1. Rush orders need to be filled;
2. Inventory taking;
3. Another employee is absent and the employer must fill their vacancy or be inconvenienced;
4. Poor weather slows shipping/receiving;
5. Seasonal busy periods; or
6. Routine/scheduled maintenance.

## **EATING PERIODS AND BREAKS**

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The employer must provide the employee with an eating period after 5 hours of consecutive work. An eating period may be:

- 30 minutes; or
- An agreement with the employee, 2 eating periods within 5 hours (can be oral or written).

Meal breaks are unpaid unless an employer agrees to pay for meal breaks. If a meal break is paid, an employee must not work during this time or it will not count as a meal break.

**Example:** Geoff works from 9 a.m. to 5 p.m. He and his employer agree to two eating periods of: 1st break: 10:00 –

10:15 a.m.

2nd break: 12:30 – 12:45 p.m.

He has a total of 30 minutes for an eating period within a five-hour window.

### *Coffee Breaks & Rest Periods*

Coffee breaks are optional. If an employee must stay at work during a coffee break, he or she must be paid at least minimum wage for that time.

**Example 1:** Susie’s boss lets employees take coffee breaks. Susie is expected to be at work during the coffee break. She is paid minimum wage during her coffee break.

**Example 2:** James’ boss lets employees take coffee breaks. James is allowed to leave the workplace during his coffee break. The employer does not have to pay for that time.

### *Night Shifts*

No restrictions on timing for an employee’s shift. An employer does not have to provide transportation to/from work if an employee works late.

