

Ingersoll Support Services Inc.

Policy: Hours of Work and Overtime	Policy # HR 8 Section: Human Resources
Reviewed and Effective: April 23 2019 Revised: May 2012, January 2019, April 2019 Date of Origin: March 19 2009	Ministry Requirement – ESA
Ingersoll Support Services Inc. will provide hours of work based on the expressed needs of the people accessing support from the agency, and in keeping with the regulations and guidelines of the Ontario Employment Standards Act, 2000.	

Procedure:

1. Hours of work are flexible and based on the needs of the people accessing support from the agency. In scheduling hours of work, every effort will be made to protect the wellbeing of both people accessing support, and the employee.
2. Although the pay period is bi-weekly, hours scheduled in any one week should not exceed more than 44 hours and typically not more than 80 hours per pay period.

Weekly hours may be scheduled over 44 only if an Excess Hours Agreement is in place between the employee and Ingersoll Support Services (see F.HR8.1). Even with this agreement in place, hours scheduled in any one week will not exceed 60 hours and typically not more than 80 hours per pay period.

3. Changes to work schedules or cancellation of work hours are the responsibility of the Supervisor and/or Manager.
4. Every effort will be made to give at least one hour notice of a cancelled shift.
 - In the event that we have attempted but are unable to reach the employee one hour before the start of shift to notify them of the cancellation of work the employee will not be paid.
 - If the shift is cancelled with less than one hour notice they will be paid the lesser of 3 hours or their scheduled shift.
 - Should an employee begin work and the need arises to cancel the shift they will be paid the greater of the hours worked or 3 hours, unless they

were scheduled for less than 3 hours, in which case they will be paid for their scheduled hours.

5. Employee requests for changes to work schedules must be submitted in writing and are subject to the written approval of the Supervisor and/or Manager.
6. Employees working less than three hours at a time will be paid for the hours scheduled.
7. Hours worked are to be recorded on an Ingersoll Support Services time sheet by the employee, and must be signed, dated and verified by the Supervisor.
8. Overtime occurs after 44 hours worked in any one week and must be authorized in advance by a Supervisor, Manager or On Call. It is the employee's responsibility to notify the Supervisor, Manager, or On Call verbally and in writing of any possible overtime.

Overtime may be averaged over a two-week period, occurring after 88 hours worked, only if an Averaging Agreement is in place between the employee and Ingersoll Support Services (see F.HR8.2), as per the *Ontario Employment Standards Act, 2000*. Even with this agreement in place, overtime must be authorized in advance, as above.

9. Full-time employees are those with written agreements of full time and typically are scheduled a minimum of 64 scheduled hours in a 2 week pay period including vacation and statutory holidays. Full-time employees must be available to work up to 80 hours in a pay period to maintain their full time status.
10. When feasible, ISSI will strive to offer opportunities for relief support workers to maximize their hours of work balanced by needs of teams, schedules, people who access our services, and quality of supports.
11. Employees who are not on an approved leave and do not work for a period of 3 months will be considered to have terminated their employment with ISSI.



Excess Hours Agreement

This Agreement is made as of _____ between:

_____, hereinafter referred to as **“the Employee”**

and

Ingersoll Support Services, hereinafter referred to as **“the Employer”**

I, the Employee, agree that the Employer may require me to work up to a maximum of 60 hours per week, which is in excess of the general limit of 48 hours in a work week. I understand that although I am agreeing to work up to 60 hours per week, I may not necessarily work 60 hours in any given week and that this agreement is not a guarantee of scheduled hours of work.

I, the Employee, also understand that scheduled shifts are based on location and what constitutes a ‘regular work day’ for that location. I am aware that I may be required to work a shift of up to 14 consecutive hours. Anything over and above 14 hours would be in the case of an exceptional circumstance and would require written agreement by both the Employee and the Employer.

I am aware that this is a voluntary agreement and that I am not under any obligation to sign. I may cancel this agreement at any time by providing two (2) weeks’ written notice to my employer. The Employer may also cancel this agreement at any time by providing me with reasonable notice.

I have been provided with a copy of the most recently published Information Sheet put out by the Director of Employment Standards and have been made aware of my rights under the *Employment Standards Act, 2000* prior to signing this agreement.

This agreement will begin on _____.

Employee Signature: _____

Manager Name: _____

Supervisor Name: _____

Manager signature: _____

Supervisor Signature: _____



Agreement for Averaging Overtime

This Agreement is made as of _____ between:

_____, hereinafter referred to as **“the Employee”**

and

Ingersoll Support Services, hereinafter referred to as **“the Employer”**

I, the Employee, agree that the Employer may average my hours of work over a period of two (2) consecutive weeks for the purposes of determining my entitlement to overtime pay in accordance with the *Employment Standards Act, 2000*. Approved overtime will be compensated at a rate of 1 and ½ times regular pay for every hour worked in excess of 88 hours in a two (2) week period. This agreement will begin on _____.

This agreement shall expire on _____ (**“Expiry Date”**), which is not more than two years after the day that this agreement takes effect. This agreement may be renewed prior to the Expiry Date. I understand and agree that this agreement cannot be revoked until the Expiry Date unless **BOTH** the Employer and the Employee agree in writing.

I understand this averaging agreement will define entitlement to overtime pay.

Employee Signature: _____

Manager Name: _____

Supervisor Name: _____

Manager signature: _____

Supervisor Signature: _____