

**Letter of Understanding**  
**By and Between**  
**THE COORDINATING COMMITTEE OF REGISTERED EMPLOYERS'**  
**ORGANIZATIONS**  
(hereinafter referred to as the "Coordinating Committee")  
**And**  
**THE BUILDING TRADES OF ALBERTA**  
(hereinafter referred to as the "Council")  
(Collectively, the "Parties")

Whereas the Parties have entered into a Special Project Needs Agreement (SPNA) for the Shell Canada AOSP Suite of Construction Projects, and

Whereas the SPNA includes, in Article 11.00, provisions for "Hours of Work and Schedules", and

Whereas the SPNA includes provision for the Coordinating Committee and the Council to negotiate amendments to this SPNA, and

Whereas the Parties are desirous of establishing hours of work that are beneficial to the worker, the contractor and the Project,

Now Therefore It Is Agreed between the Parties that the Employer will have the option of implementing the following when ten (10) hour shifts are worked:

- 1 When ten (10) hour shifts are worked, in lieu of the work breaks and lunch breaks in the respective Provincial Construction Collective Agreements and the SPNA for the Shell Canada AOSP Suite of Construction Projects, the Employer shall have the option of scheduling two breaks of one half (½) hour each, paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. In the event an employee is not able to take a break, the employee shall be paid at applicable overtime rates for the missed break. When the hour before and the hour following the missed break are at straight time, time and one half (1½ x) shall be paid for the missed break. This option shall not be applicable to compressed work weeks for which work days are regularly scheduled in excess of ten (10) hours. A change in the scheduling of breaks will normally be communicated to the affected employees prior to the end of the work cycle before the change.
- 2 The two (2) break option shall not affect provisions for overtime breaks specified in the respective Provincial Construction Collective Agreements.

This Letter of Understanding shall be appended to and become part of the aforesaid SPNA.

All of which is agreed this 19<sup>th</sup> day of March, 2015 and signed by the Parties hereto:

**For the Coordinating Committee**

**For the Council**

  
Neil Tidsbury  
Secretary to the Coordinating Committee

  
Warren Fraleigh  
Executive Director of the BTA