

**LETTER OF UNDERSTANDING RE: INTERIM COVID-19 BREAK STRUCTURE**

Between

**Construction Labour Relations, an Alberta Association  
as Agent for and on behalf of:**

Clayburn Refractories Ltd.  
RHI Canada Inc.  
Canadian Stebbins Engineering & Manufacturing Co. Ltd.  
Alliance Refractories Ltd.  
Technical Acid Construction (T.A.C.) West Ltd.  
ThorCan Construction & Refractories  
BFI Constructors Ltd.  
Jacobs Industrial Services Ltd.  
Reftech International Inc.

and

**Local Union #1, Alberta and its Members  
of The International Union of Bricklayers and Allied Craftworkers**

(Together the Parties)

**Whereas** the Parties have entered into the Refractory Maintenance Collective Agreement, which is currently in force and effect, and;

**Whereas** the COVID-19 Pandemic requires Albertans and businesses, including the Client community to comply with Alberta Public Health Orders, and observe Alberta Health recommendations, and;

**Whereas** this extends to conducting maintenance activities in a safe and responsible manner, observing proper social distancing, sanitizing and hygiene procedures at the workplace; and

**Whereas** the Client community is complying with said Public Health Orders and recommendations through implementing various measures which include staggering worker breaks in order to allow for the proper sanitization of lunchrooms, washrooms and other common areas, and mitigating against workers being in close proximity to other workers in the process, and;

**Whereas** Clients are requiring all contractors to comply with these measures, without exception.

**Now therefore it is agreed between the Parties hereto that:**

When a Client requires that contractors adopt a two-break system on a job, the break system shall be adopted, subject to the following conditions:

**The Interim COVID-19 Break Structure is Subject to the Following:**

1. The break structures shall only be implemented when the Client makes it mandatory for all trades to adhere to the two-break system as part of a regularly scheduled 10-hour shift schedule. Contractors shall be able to substantiate the Client requirement, upon inquiry by the Union.
2. Applicable only to 10 Hour Shifts: Two 30-minute breaks, each spaced approximately equally apart. Each break is paid at the applicable rate. In the event an employee is not able to take a break, the employee shall be paid at the applicable overtime rate for the missed break. Under this structure, the employee is at site for 10 hours and paid for 10 hours.
3. Workers shall be permitted ad hoc breaks as is reasonably required by OH&S standards/legislation due to environmental conditions, fatigue etc. Taking such breaks, as are necessary, shall not be cause for disciplinary action against a worker.
4. This Letter of Understanding shall be in effect until December 31, 2020 at which time it will expire.

Agreed and signed this 23<sup>rd</sup> day of June 2020

ORIGINAL SIGNATURE ON FILE

Per: Alan Ramsay  
Business Manager, Local Union #1

ORIGINAL SIGNATURE ON FILE

Per: Joe McFaayen, President  
Construction Labour Relations – An  
Alberta Association