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**LETTER OF INTERPRETATION  
RE: MEAL BREAKS**

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**BY AND BETWEEN:**

**Construction, Maintenance and Allied Workers Bargaining Council (CMAW)  
(Hereinafter referred to as the "Union")**

**AND:**

**Construction Labour Relations Association of BC (CLR)**

(On its own behalf, on behalf of its member Employers who have authorized the Association to execute this Agreement and who are included on the attached signatory list, and those members added from time to time by notice given to the Union.)

**(Hereinafter referred to as the "Employer")**

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The following terms and conditions shall supercede any/all contrary application and/or interpretation of the Carpenters Standard Industrial Agreement and/or the Carpenters Standard Commercial/Institutional Agreement. In particular, the parties agree that the provisions of this Letter of Interpretation are applicable only on shifts in excess of ten (10) hours. Where mutual agreement is referenced within this Letter of Interpretation, the voluntary consent of the majority of Employees on a crew shall be required in order for such agreement to have been achieved.

**A. Shifts in Excess of Ten (10) Hours**

The parties agree that shifts in excess of ten (10) hours occur as a result of either a "Scheduled Shift" or an "Unscheduled Overtime Shift". Each of these Shifts is defined below by way of an example. Such definitions shall apply only for the purposes of this Letter of Interpretation.

**1. Scheduled Shifts**

When an Employee commences work on a shift in excess of ten (10) hours and such Employee only works the originally scheduled hours, such a shift would be defined as a Scheduled Shift. For example, the shift is scheduled to be eleven (11) hours and the Employee only works eleven (11) hours.

**2. Unscheduled Overtime Shifts**

- a. When an Employee commences work on a shift in excess of ten (10) hours but such Employee ultimately works more than the originally scheduled hours, such a shift would be defined as a Scheduled Shift. For example, the shift is scheduled to be eleven (11) hours but the Employee ultimately works twelve (12) hours.
- b. When an Employee commences work on a shift of ten (10) hours or less but such Employee ultimately works in excess of ten (10) hours, such a shift would also be defined as an Unscheduled Overtime Shift. For example, the shift is scheduled to be eight (8) hours but the Employee ultimately works eleven (11) hours.

**B. Objective**

The objective of this Letter of Interpretation is to address the practical differences between providing for second (and subsequent) meal breaks on Scheduled Shifts in excess of ten (10) hours, and providing for second (and subsequent) meal breaks on Unscheduled Overtime Shifts in excess of ten (10) hours.

**C. Paid Meal Breaks and Hot Meals**

Notwithstanding any/all contrary interpretation of this Letter of Interpretation, the second, third and any/all subsequent meal breaks shall be paid for by the Employer at the otherwise applicable straight time hourly wage rate. Second, third and subsequent meals shall be a hot meal wherever possible and shall be supplied by the Employer. Notwithstanding the foregoing, in the event that a hot meal is not supplied, the Employer shall pay a twenty five dollar (\$25.00) meal allowance to each affected Employee in lieu thereof.



**D. Meal Breaks on Scheduled Shifts**

**1. Scheduled Shifts In Excess of Ten (10) Hours**

Two (2) meal breaks of one-half (½) hour each shall be provided on all Scheduled Shifts in excess of ten (10) hours, up to and including twelve (12) hours.

- a. The first one-half (½) hour meal break shall be scheduled as near as is practical to the one-third (⅓) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half (½) hour meal break shall be scheduled as near as is practical to the two-thirds (⅔) point of the shift and shall not be considered as time worked/earned.

c. Example - Scheduled Shift of Twelve (12) Hours

4.0 hours	8:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
4.0 hours	12:30 pm to 4:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	4:30 pm to 5:00 pm	second meal break (payable at straight time)
4.0 hours	5:00 pm to 9:00 pm	work (straight time or overtime as the day/shift warrants)

**2. Scheduled Shifts in Excess of Twelve (12) Hours**

Three (3) meal breaks of one-half (½) hour each shall be provided on all Scheduled Shifts in excess of twelve (12) hours, up to and including sixteen (16) hours.

- a. The first one-half (½) hour meal break shall be scheduled as near as is practical to the one-quarter (¼) point of the shift and shall not be considered as time worked/earned.
- b. The second one-half (½) hour meal break shall be scheduled as near as is practical to the one-half (½) point of the shift and shall not be considered as time worked/earned.
- c. The third one-half (½) hour meal break shall be scheduled as near as is practical to the three-quarters (¾) point of the shift and shall not be considered as time worked/earned.

d. Example - Scheduled Shift of Fourteen (14) Hours

3.5 hours	8:00 am to 11:30 am	work (straight time or overtime as the day/shift warrants)
0.5 hours	11:30 am to 12:00 noon	first meal break (not paid)
3.5 hours	12:00 noon to 3:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	3:30 pm to 4:00 pm	second meal break (payable at straight time)
3.5 hours	4:00 pm to 7:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	7:30 pm to 8:00 pm	third meal break (payable at straight time)
3.5 hours	8:00 pm to 11:00 pm	work (overtime as the day/shift warrants)

**E. Meal Breaks on Unscheduled Overtime Shifts**

The parties acknowledge that it is the “unscheduled” nature of an Unscheduled Overtime Shift that complicates the process of definitively scheduling meal breaks on such shifts.

**Option #1 - Early Decision to Work Unscheduled Overtime**

If a decision to work extended hours on a shift occurs early enough after the commencement of such shift to allow for the application of either item D1 or D2, such application shall prevail. For example, Employees report to the project and commence work on an eight (8) hour shift, however, prior to eight (8) hours of work being completed it is determined that unscheduled overtime will be required. This unscheduled overtime will extend the shift to a total of twelve (12) hours. In such a situation, the example schedule provided for in item D1 would apply. The same would be true even if the original



shift was a nine (9) hour or ten (10) hour shift.

**Option #2 - Late Decision to Work Unscheduled Overtime**

If a decision to work extended hours on a shift does not occur early enough after the commencement of such shift to allow for the application of either item D1 or D2, either the default provision or flexible provision (see below for details) shall apply. For example, Employees report to the project and commence work on a ten (10) hour shift. However, it is not determined that unscheduled overtime will be required until nine and one-half (9½) hours of the shift has already been worked. As a result, it is impossible to take the second meal break after eight (8) hours.

**a. Default Provision**

The Option #2 default provision is for the second meal break to take place as quickly as practical after the determination that unscheduled overtime will be required. For example, Employees report to the project and commence work on a ten (10) hour shift. However, after nine and one-half (9½) hours of work has been completed it is determined that two (2) hours of unscheduled overtime will be required. In such a situation, the second meal break would take place immediately, providing this can be accomplished without any significant negative impact on the efficiency of the work being performed.

**b. Flexible Provision**

The Option #2 flexible provision requires the Employer (or the on-site representative of the Employer) to first achieve the mutual agreement of the majority of the affected Employees. If this is not possible, then the default provision shall prevail. The intent of the flexible provision is to provide both the Employer and Employees with the ability to adjust the scheduling of second and subsequent meal breaks to the realities of the project and work being performed. The typical application of the flexible provision would be to delay the second meal break until the conclusion of work on the shift.

For example, Employees report to the project and commence work on a ten (10) hour shift. However, after ten (10) hours of work has been completed it is determined that one-half (½) hour of unscheduled overtime will be required. In such a situation, the Employer would consult with all of the affected Employees in order to determine if a majority of the crew wishes to delay the second meal break until after the one-half (½) hour of unscheduled overtime has been completed. If mutual agreement is achieved, the following schedule would prevail. If mutual agreement is not achieved, the default provision would prevail.

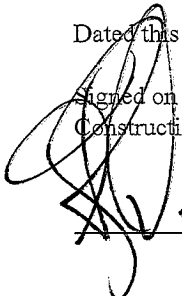
5.0 hours	7:00 am to 12:00 noon	work (straight time or overtime as the day/shift warrants)
0.5 hours	12:00 noon to 12:30 pm	first meal break (not paid)
5.0 hours	12:30 pm to 5:30 pm	work (straight time or overtime as the day/shift warrants)
0.5 hours	5:30 pm to 6:30 pm	work (overtime)
0.5 hours	6:30 pm to 7:00 pm	second meal break (payable at straight time)

The typical application of this schedule would allow for Employees to depart for home at 6:30 pm, and be paid the twenty-five dollar (\$25.00) allowance in lieu of the hot meal.

**SIGNATURE OF PARTIES**

Dated this 4<sup>th</sup> day of July, 2007.

Signed on behalf of:  
Construction Labour Relations Association of BC



Dated this \_\_\_\_\_ day of July, 2007.

Signed on behalf of:  
Construction, Maintenance and Allied Workers  
Bargaining Council

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