**SEIU 1199 – Harborview – Rest and Meal Breaks**

The provisions of section 9.1 and Side Letters B and C are agreed upon pursuant to RCW 49.12.187. To the extent these provisions differ from any statutes and regulations relating to rest and meal breaks, and the right to wages and overtime for missed rest and meal breaks (including but not limited to RCW 49.12.480, 49.46.020I, 49.46.090 and 49.52.050, and WAC 296-126-092), the provisions of section 9.1 and Side Letter B and C vary and supersede such statutes and regulations. These policies will follow the minimum standards for working conditions of RCW 49.12 and WAC 296-126-092, unless such rights are waived by the employee

Employee health and safety will be considered when scheduling rest and meal periods. Employees may not alter their scheduled rest or meal periods without prior supervisor approval. Employees who are unable to take scheduled rest or meal periods must report to their shift supervisor or designee (eg Charge RN, Charge RT, etc) as soon as possible, but no later than the end of the shift in which they missed their rest or meal period. Additionally, the Employee must document the missed rest or meal break during the actual shift the rest or meal period was missed. A missed rest break or meal period that is not documented will be considered as taken for the purposes of this section.

**Rest Periods.** Employees will be provided with paid 15-minute rest periods for every four (4) hours worked. Employees must take scheduled rest periods, and it is the employer’s responsibility to provide uninterrupted rest periods. In the event the employee is unable to complete the 15-minute paid rest period because they are required to remain on duty, including as defined in Side Letter B, are required to remain on-call on the premises, or if they’re called back to work thus interrupting the rest period. The employee shall be entitled to complete their uninterrupted rest period as soon as possible. If a full rest period is unable to be completed when scheduled, they will be appropriately compensated for the entire rest period, unless the timing is waived. Rest periods may not be used for late arrival or early departure from work.

**Unpaid Meal Period.** Employees will be provided with one unpaid meal period of at least 30 minutes during any shift that exceeds five hours in length. When an employee’s unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, and to complete the 30-minute unpaid meal period. In the event the employee is unable to complete the 30-minute unpaid meal period because they are required to remain on duty, including as defined in Side Letter B, are required to remain on-call on the premises, or if they’re called back to work thus interrupting the meal period, the employee shall be entitled to appropriate compensation for the entire 30-minute unpaid meal period.

An employee whose shift exceeds **ten** (10) hours (excluding unpaid meal periods) or is extended at least three (3) hours beyond their scheduled shift will be entitled to a second 30-minute unpaid meal period. If the Employee chooses to waive the second meal period requirement, they are responsible for initiating and submitting a waiver. It must be documented that the waiver was completed prior to waiving the meal period.

**Paid Meal Period.** Employees who are required to work or remain on duty during a meal period must be paid for the entire meal period, regardless of the number of interruptions. Employees must be paid for meal periods if:

* They are required to remain on duty, including as defined in Side Letter B.
* The employer requires them to remain on-call on the premises or work site in the interest of the employer, even if they are not called back to duty.
* They are called back to work, interrupting the meal period.

**Combining Rest and Meal Periods:** For any work period for which an employee is entitled to one or more meal periods and more than one rest period, the employee and the employer may agree that meal and rest periods may be combined. This agreement may be revoked at any time by the employee. If the employee is required to remain on duty during the combined meal and rest period, the time shall be paid. If the employee is released from duty for an uninterrupted combined meal and rest period, the time corresponding to the meal period shall be unpaid, but the time corresponding to the rest period shall be paid.

**Timing:** Hospital employees subject to RCW 49.12.480 may also choose to waive the timing of their rest and meal periods if combining. If the Employee chooses to combine rest and meal periods, they are responsible for initiating and submitting an agreement to waive the timing of their meal and rest periods for management’s approval. It must be documented that the waiver was completed prior to combining the rest and meal periods. Absent documentation of a waiver, it is deemed that the Employee took their meal period as required unless otherwise documented in KRONOS. When combining rest and meal periods, the break period is deemed in order of when the rest or meal period would have occurred. Example, if a meal period is combined with a later rest period, the meal period is first, and then the rest period.

[Health care workers](https://www.lni.wa.gov/workers-rights/wages/overtime/mandatory-nurses-overtime) have specific meal and rest period requirements. UW Medicine has a Meal & Rest Breaks Policy for Covered Health Care Workers who Provide Direct Patient Care which is located at the following link: Add link

**Committee Work:** In recognition that meal and rest breaks are an important part of a healthy and safe work environment and in order to fully implement the provisions of RCW 49.12, WAC 296-126-092, and this agreement, SEIU Healthcare 1199NW and Harborview Medical Center agree to the establishment of a Harborview-wide Joint Labor Management Committee to meet at least on a monthly basis from January 1, 2025 through July 1, 2025 and on a quarterly basis thereafter until July 1, 2026 for one hour. With mutual agreement, monthly committee meetings may be extended past July 1, 2025. This committee will consist of at least seven (7) members designated by the Union and at least seven (7) Management representatives. The committee will be co-chaired by an ACNO and a member designated by the Union. The Employer will provide paid release for members to attend the meetings of the committee, including a half hour pre-caucus and a half hour post-caucus.

This language will be implemented on November 1, 2024.

Tentatively Agreed To:

 For the Union: For the Employer:

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