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RNPA Proposal 38, October 12, 2023

This language is intended to replace Section 8.3(a) and 8.4 of the MOU

1. Definitions

For purposes of this provision:

"Employee" is defined as an individual that meets all of the following requirements: (1) is employed by the County, and (2) is represented by RNPA.

"Providing" a meal period or rest break is defined as the County meeting all of the following: (1) relieving the employee of all duty during the meal period and/or break, (2) relinquishing control over the employee's activities, (3) permitting the employee a reasonable opportunity to take the break, uninterrupted, and (4) not impeding or discouraging the employee from taking the break, (5) and not pressuring the employee to waive the meal period and/or break.

"Double Shift" is defined as working more than five (5) hours beyond an employee's scheduled shift of eight (8) hours or more.

2. Meal Periods

- a. An employee working more than five (5) hours during a shift will be provided one (1) meal period of not less than thirty (30) minutes and not more than one (1) hour.
- b. An employee working five (5) hours or less during a shift need not be provided a meal period.
- c. An employee working more than 10 hours will be provided two (2) meal periods of not less than thirty (30) minutes and not more than one (1) hour.
- d. An employee working a double shift is entitled to an additional thirty (30) minute unpaid meal period.

- e. With advanced written Management approval, an employee may elect to waive their meal period. An employee seeking to withdraw an approved waiver must give their supervisor and manager at least two (2) three (3) weeks written notice.
- f. Within the parameters set forth in this Section, Management has the exclusive right to decide whether a thirty minute or sixty minute meal period shall be provided. The timing of the meal period shall be mutually determined. Unless otherwise mutually agreed upon, the meal period will occur close to the mid-point of the eight-hour shift.

3. Paid Rest Breaks

- a. For every four (4) hours of work during a shift an employee will be provided a paid fifteen (15) minute rest break.
- b. The timing of rest breaks shall be mutually determined by Management and the nurse.—Management will make best efforts to allow the nurse to take the rest break at the midpoint of the four-hour period.

4. Combined Meal Periods and Paid Rest Breaks

- a. An employee who is scheduled to work and works at least eight (8) hours during a shift may elect, with prior Management approval, to combine up to two (2) paid rest breaks together during that shift, for a combined, continuous paid rest break of thirty (30) minutes.
- b. An employee who is scheduled to work and works at least eight (8) hours during a shift may elect, with prior Management approval, to combine an unpaid meal period with one (1) or two (2) of their paid rest breaks during that shift. Employees combining an unpaid meal period with one or more paid rest breaks will only be paid for only the portion of time considered part of the employee's paid rest break(s).

- c. The timing and order of the combined rest breaks and combined meal period / rest break(s) will be mutually determined by Management and the employee.

5. Penalties for Missed Meal Period and/or Paid Rest Break

a. Subject to the limitations in this Section:

- i. An employee who is not provided one (1) or more meal period(s) required by this provision will be entitled to one (1) hour of additional pay at their regular hourly rate.
- ii. An employee who is not provided one (1) or more of their rest period(s) required by this provision will be entitled to one (1) hour of additional pay at their regular hourly rate.
- b. An employee who combines one or more paid rest breaks with their unpaid meal period will be entitled two (2) hours of additional pay if the combined meal period and is not provided.
- c. The maximum penalty pay for any workday will be two (2) one (1) hour penalties per one (1) continuous shift.

