

ADMINISTRATIVE POLICY



STATE OF WASHINGTON DEPARTMENT OF LABOR AND INDUSTRIES HEALTHCARE LABOR STANDARDS

**TITLE: MEAL & REST BREAK PROTECTIONS
FOR CERTAIN HEALTHCARE WORKERS**

NUMBER: HLS.A.2

**CHAPTER: RCW 49.12.480 through RCW 49.12.483
WAC 296-126-092**

ISSUE:

ADMINISTRATIVE POLICY DISCLAIMER

This policy is designed to provide general information in regard to the current opinions of the Department of Labor & Industries on the subject matter covered. This policy is intended as a guide in the interpretation and application of the relevant statutes, regulations, and policies, and may not be applicable to all situations. This policy does not replace applicable RCW or WAC standards. If additional clarification is required, the Program Manager for Healthcare Labor Standards should be consulted.

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Healthcare employees are covered by the Industrial Welfare Act's meal and rest period regulations in WAC 296-126-092. See L&I's Administrative Policy [ES.C.6.1](#). Certain health care employees are also entitled to additional meal and rest period protections. See [RCW 49.12.480](#); [RCW 49.12.483](#). All hospitals licensed under Chapter 70.41 RCW must provide covered health care employees with uninterrupted meal and rest periods. Unlike for other workers, these covered healthcare employees' rest periods may be scheduled at any time during each four-hour work period and the employer and employee can agree to combine meal and rest periods. Covered hospitals must also track when a covered healthcare employee misses a meal or rest period and must maintain these documents. Covered healthcare employees cannot be retaliated against for exercising their right to uninterrupted meal and rest periods. Meal and rest periods are also commonly referred to as meal and rest breaks.

1. Who are the health care employees covered by the additional meal and rest break protections?

These protections apply to employees who: (1) are employed by a hospital licensed under Chapter 70.41 RCW; (2) are involved in direct patient care activities or clinical services; and (3) receive an hourly wage or are covered by a collective bargaining agreement. See [RCW 49.12.480\(3\)\(a\)](#).

2. What employers are subject to the additional meal and rest break requirements?

All hospitals licensed under Chapter 70.41 RCW are covered employers who must provide meal and rest periods that comply with the additional meal and rest break protections for covered health care employees. See [RCW 70.41.020](#)(8).

Facilities that do not qualify as licensed hospitals under [Chapter 70.41 RCW](#) include: clinics or physician's offices where patients are not regularly kept as bed patients for twenty-four hours or more; nursing homes covered by [Chapter 18.51 RCW](#); birthing centers covered by chapter 18.46 RCW; psychiatric hospitals covered under [Chapter 71.12 RCW](#) or any similar institution solely engaging in diagnosis and care of those suffering from mental illness, intellectual disability, convulsive disorders, or certain other mental conditions; and, facilities who rely primarily upon treatment by prayer or spiritual means in accordance with well-recognized church or religious denominations.

3. What constitutes direct patient care or clinical services?

Direct patient care includes those services that involve contact and services with patients including but not limited to assessment, diagnosis, treatment and prevention of diseases and injuries.

Clinical services are services related to the screening, assessment, observation, treatment, counseling, and care of a patient. Clinical services include nursing, therapeutic, nutritional, social, and related services that support a patient's plan of care.

4. When are meal periods required?

The following general requirements for meal breaks also apply to covered healthcare employees:

- An employee working more than five hours must receive a 30-minute meal period between the second and fifth hour of work.
- A second, 30-minute meal period must be given within 5 hours of the end of the first meal period, and for each five hours worked thereafter.
- Employees working at least three hours longer than a normal workday shall be allowed a meal period before or during the overtime portion of the shift. A "normal work day" is the shift the employee is regularly scheduled to work.
 - If the employee's scheduled shift is changed by working a double shift, or working extra hours, the additional meal period may be required.
 - Employees working a regular 12-hour shift who work 3 hours or more after the regular shift will be entitled to a meal period and possibly to additional meal periods depending upon the number of hours to be worked. See [WAC 296-126-092](#)(3).
- An employee working five consecutive hours or fewer would not need to be provided a meal period.

See [WAC 296-126-092](#) and Administrative Policy [ES.C.6.1](#).

Meal periods are not considered hours of work and may be unpaid if employees are completely relieved from duty and receive at least 30 minutes of uninterrupted meal break time. However,

meal periods must be paid if the employer requires the employee to remain on duty on the premises or at a prescribed work site and to act in the interest of the employer.

EXAMPLE 4-1: Mikel works a twelve-hour shift from 6:00 a.m. to 6:00 p.m. as a Labor & Delivery nurse in a covered hospital. He takes a 30-minute, uninterrupted meal period from 12:00-12:30 p.m. Mikel has not been given proper meal periods because he is entitled to two meal periods. Mikel must receive one, 30-minute meal period by 11:00 a.m. because he has worked five hours by that time. And if he takes his first meal period at 11:00-11:30 a.m., he must start his second, 30-minute meal period no later than 4:30 p.m. because the second meal period must begin within five hours of when his last 30-minute lunch concluded.

EXAMPLE 4-2: Karl is a surgical technologist in a covered hospital. He works an eight-hour shift from midnight to 8:00 a.m. Trying to plan around an expected surgery, Karl is scheduled for a meal period at 1:30 a.m., so he can complete his meal period uninterrupted before the surgery is scheduled to start. Karl has not received a compliant meal period because Karl's 30-minute meal period was scheduled too early. Karl's meal period must begin between the second and fifth hour of his shift, in this case between 2:00 a.m. and 5:00 a.m.

In addition to the general meal period rights described, additional requirements apply to meal periods for covered healthcare employees.

5. What are the additional meal period requirements for covered healthcare employees?

Meal periods for covered healthcare employees must be uninterrupted, except under certain, limited circumstances. See [RCW 49.12.480\(1\)\(a\)\(b\)](#).

EXAMPLE 5-1: Kaitlyn works a twelve-hour shift in the ER in a covered hospital. Kaitlyn timely takes her first 30-minute meal break without interruption, but twenty minutes into her second, 30-minute break the shift supervisor asks her to complete some paperwork to transfer a patient. After finishing the paperwork, Kaitlyn sits down to complete her break. Kaitlyn did not receive both meal periods as required, because her second meal period was interrupted.

For more information on the limited circumstances in which a meal period can be interrupted, see below.

6. May an employee waive a meal period?

Employees may choose to waive a meal period in advance of the meal period. An employer may not require more than five consecutive hours of work and must allow a 30-minute meal period when employees work five hours or longer. However, if an employee wishes to waive that meal period ahead of time, the employer may agree to it. An employee may request to waive a single meal period, or multiple meal periods at once, so long as the waiver is requested before the meal period commences. The employee may at any time withdraw a request to waive a meal period, or request the meal period be reinstated. An employer must provide a timely and compliant meal period if an employee withdraws a waiver request.

A waiver request must be entirely voluntary on the part of the employee and must occur before the meal period commences or is scheduled. An employee cannot agree after the fact to waive a missed meal period. A meal period waiver must be requested by the employee and will not be considered voluntarily if an employer suggests waiving meal periods or otherwise discourages an

employee from taking meal periods. Waivers or waiver forms therefore cannot be included in new hire materials, scheduling forms, or other similar employer-provided paperwork. The Department recommends obtaining a written request from the employee who chooses to waive a meal period to document that the request was made before the meal period commenced and was voluntary. An employer may also refuse to allow meal period waivers and may require employees to take their meal periods.

A covered healthcare employee's meal period must be uninterrupted and at least thirty minutes in length. The law allows only a limited exception for when either an employee or an employer may interrupt a meal period, as discussed further below. As there are no other permitted reasons for interruptions or failure to complete the entire 30-minute meal period, an employee and employer cannot agree to waive or modify those requirements.

7. When are rest breaks required?

Employees must also receive a 10-minute paid rest period for each four hours of working time. See [WAC 296-126-092](#) and Administrative Policy [ES.C.6.1](#).

EXAMPLE 7-1: Selene works an eight-hour shift in a busy clinic. Because of an unusual number of patients waiting, she does not get the chance to take a break for the first four hours. However, the clinic is less busy in the afternoon and she is able to take a twenty-minute break. Selene has not received compliant rest breaks because she was entitled to two, separate 10-minute breaks, one in each four hours of working time.

In addition to the general rest break rights described, additional requirements apply to rest periods for covered healthcare employees.

8. What are the additional rest break requirements for covered healthcare employees?

Rest breaks for covered healthcare employees must be scheduled, one in each four-hour period the employee works. Unlike for workers in other industries, the rest breaks do not need to occur at a specific point in the four-hour period and can be scheduled at any point during the period in which the rest break is due. [RCW 49.12.480\(1\)\(a\)](#).

Another significant difference is that the covered healthcare employees' rest breaks must be uninterrupted, except under certain, limited circumstances. See [RCW 49.12.480\(1\)\(b\)](#). Although workers in some industries may receive "intermittent" rest breaks, covered healthcare employees cannot.

EXAMPLE 8-1: Osborn works in a hospital's urology clinic for an eight-hour shift. Given the particular patient procedures with which he assists, the clinic finds it easiest to let Osborn take his breaks whenever is convenient during each four-hour period. Osborn takes his first break an hour and a half into his shift when the clinic is quiet, and takes his second break about four hours later when the clinic is again at low activity. Both breaks are at least ten, uninterrupted minutes. Osborn has not received compliant breaks because the rest breaks were not scheduled. Unlike in other industries, rest breaks for covered healthcare employees must be scheduled. However, if the rest breaks had been scheduled, the timing of Osborn's breaks was permissible because covered healthcare employees' breaks may occur any time within the four-hour window, and Osborn took an uninterrupted, 10-minute break in each four-hour segment of his shift.

9. Are there exceptions to the requirement that covered healthcare employee's meal and rest breaks must be uninterrupted?

Generally, meal and rest periods for covered healthcare employees must be uninterrupted. However, the law does permit the interruption of a covered employee's meal or rest breaks in two circumstances: (1) when there are unforeseeable emergent circumstances; and (2) when there are unforeseeable clinical circumstances with a significant adverse effect on a patient's condition. See [RCW 49.12.480\(1\)\(b\)](#). When an employee's meal or rest break is permissibly interrupted, the employee is entitled to the remainder of the break as soon as is reasonably possible and the employer must document the details of the event that lead to the interruption and make the records available to L&I. If the break is not completed, it is considered a missed break for the purposes of the requirements of [RCW 49.12.480](#), [RCW 49.12.483](#), and [WAC 296-126-092](#)

An unforeseeable emergent circumstance is defined as (a) any unforeseen declared national, state, or municipal emergency; (b) when a health care facility disaster plan is activated; or (c) any unforeseen disaster or other catastrophic event which substantially affects or increases the need for health care services. See [RCW 49.28.130](#).

EXAMPLE 9-1: Diana is a covered employee in the ER when a landslide hits a local town and highway nearby. During her meal break, a large number of landslide accident victims are brought in and the hospital learns several employees cannot make it in because the highway is blocked. Diana is asked to come off her lunch break and attend to the newly admitted patients. Due to the patient volume, Diana is not able to go back on break before her shift ends and relief arrives. Diana may be asked to interrupt her meal period because the landslide was an unforeseen disaster that substantially increased the need for health care services. The hospital must document Diana's missed meal period and the reason and make the records available to L&I. Diana was unable to continue and complete her break at a later time so she must be compensated for the missed break.

The second circumstance where an interruption of a covered employee's meal or rest break is permissible is during an unforeseeable clinical circumstance. A meal or rest break may be interrupted if, in the employee's opinion, the unforeseeable clinical circumstance may lead to a significant adverse effect on the patient's condition. Likewise, a covered employee's meal or rest break can be interrupted during an unforeseeable clinical circumstance if the employer or an employer's designee determines that the patient may suffer life threatening adverse effects. See [RCW 49.12.480\(1\)\(b\)\(ii\)](#).

EXAMPLE 9-2: Jay is a respiratory therapist at a covered hospital. When they go on their rest break, the BiPAP machine for a patient under their care fails and the patient experiences severe breathing difficulties that, if continued, will cause significant harm to the patient. There is not another respiratory therapist available. The attending doctor calls Jay off their break to assist with the patient. Jay's rest break may be interrupted because the doctor is the employer's designee and has determined that without Jay's assistance the patient may suffer life threatening adverse effects. Jay was able to continue and complete the rest break later in the day, so the break is not considered missed and they are not entitled to additional compensation.

Although the above circumstances permit a meal or rest break to be interrupted, the law does not allow for missed or shortened breaks even in these circumstances. The breaks must be provided and, if interrupted for an allowable reason, completed as soon as possible. Failure to provide or complete a break is considered a missed break. How covered healthcare employees must be

compensated for missed, interrupted, and untimely meal and rest breaks are addressed in sections 12 and 13 below.

10. When can meal and rest breaks be combined?

Covered healthcare employees may combine a meal break with a rest break under certain conditions. If an employee is working for a period of time during which they are entitled to one or more meal periods and more than one rest period, the employer and employee can agree to combine one meal period with one rest period. A combined meal and rest period must still meet the timing requirements for both meal and rest periods. A second rest period cannot also be combined with the same meal break. The employee may choose to cancel the agreement to combine the meal and rest period at any time.

In the event that the employee is required to remain on duty during the combined meal and rest period, the employee must be paid for that time. If the employee is not on duty for the uninterrupted combined meal and rest period, the meal period can be unpaid but the rest period is still considered paid time. See [RCW 49.12.480\(1\)\(c\)](#).

EXAMPLE 10-1: Devyn works a regularly scheduled 8-hour shift. Their first break is scheduled 2 hours into their shift. By mutual agreement, Devyn’s second break is a combined meal and rest break, and is scheduled 5 hours after the commencement of the shift, for a total 40-minute duration. Devyn has received compliant meal and rest breaks, because there was mutual agreement to combine the meal period and second rest break and all three breaks were taken when required: the first rest break was scheduled within the first four hours of work, the combined meal period began by the fifth hour of work, and the second, combined rest break occurred within the second four hours of work. If Devyn is permitted to remain off-duty during the uninterrupted, combined meal and rest period, 30-minutes of this break time may be unpaid. The 10-minute period corresponding to the required rest period must still be paid.

EXAMPLE 10-2: Celeste works as a radiological technologist in a covered hospital. She comes in to work an extra coverage shift, which is five and a half hours long. Celeste and her employer decide that, due to the short shift, she will combine her rest break and meal period for a 40-minute dinner break. Celeste has not received proper breaks. A meal period and rest break can only be combined if the employee is entitled to at least two rest breaks. Because Celeste only has one rest break on her short shift, it cannot be combined with her meal period.

11. What are the minimum number of breaks required during a shift for covered health care employees based on shift lengths? The following chart shows the minimum number of breaks required based on shift lengths:

Shift Length	Meal Periods	Rest Breaks
4 hrs	0	1
8 hrs	1	2
10 hrs	1-2*	2
12 hrs	2	3

* Depending on timing of meal periods. An employee cannot work more than five hours without a meal period.

12. What amounts are due to a covered healthcare employee for a missed, interrupted, or untimely meal period?

When a meal period is correctly scheduled and completed without interruption, it may be unpaid.

Covered healthcare employees are entitled to compensation for missed, interrupted, and untimely meal breaks. If a covered healthcare employee works through a meal break and does not receive it, the employee is entitled to both their agreed wage rate for the worked hours and additional compensation for the entirety of the missed meal period. In addition, meal periods that are untimely, interrupted for a non-allowable purposes, or interrupted for an allowable purpose and never completed, are also compensable as missed meal periods. The following chart provides a breakdown of how covered healthcare employees must be compensated in these circumstances:

Circumstance	Was this break “missed”?	Amount owed for meal period(s)
Meal period is taken in full, on-time, with no interruptions	No.	The meal period may be unpaid. The employee is not entitled to any compensation for the break time.
Meal period is missed entirely because the covered health care employee works through the entirety of the meal break.	Yes.	The employee must be paid the agreed wage rate for all hours worked. In addition, the employee must receive an additional 30 minutes of pay at the agreed wage rate for the missed break.
Meal period is interrupted for an allowable circumstance and then finished later.	No.	The meal period may be unpaid. The employee is not entitled to any additional compensation.
Meal period is interrupted for an allowable circumstance and never completed.	Yes.	The employee must be paid the agreed wage rate for all hours worked. In addition, the employee must receive an additional 30 minutes of pay at the agreed wage rate for the missed break.
Meal period is interrupted for a non-allowable circumstance but a full, timely, replacement meal period is provided.	No.	The employee must be paid the agreed wage rate for all hours worked, including the time spent on the interrupted meal break. If the replacement meal period is 30, uninterrupted minutes and begins by the fifth hour, the replacement meal period is compliant and may be unpaid.
Meal period is interrupted for a non-allowable circumstance and a timely replacement meal period is not provided.	Yes.	The employee must be paid the agreed wage rate for all hours worked. In addition, the employee must receive an additional 30 minutes of pay at the agreed wage rate for the interrupted break

		regardless of whether it was finished later. If the employee did not finish their meal break they must also be paid separately for any of the hours worked.
Meal period is taken later than required (e.g., after the fifth hour of work)	Yes.	The employee must receive an additional 30 minutes of pay at the agreed wage rate for the missed break.

EXAMPLE 12-1: Jimmy works a 12-hour shift as a nurse in a regional hospital. On his last shift, Jimmy received only one hour-long lunch break at the fifth hour of his shift. Jimmy has not received compliant meal periods for this shift because he did not receive his second, 30-minute meal period and he worked more than five hours after his first meal period ended without starting that second meal period. The second meal period is a missed meal period. Jimmy must be paid for 11 working hours for the time he worked, and must also receive an additional 30 minutes of pay at his agreed wage rate because of the missed meal period.

Compensation Summary	
Compensation for Missed Break:	30 minutes
Compensation for Additional Time Worked:	None

EXAMPLE 12-2: Althea works a 4-10 schedule each week, for a total of 40 scheduled hours. On the third day of her workweek, Althea is called off her lunch because multiple patients code at the same time, and the hospital determined she is needed to assist to prevent severe harm to one of the patients. Althea only got ten minutes of her lunch and was not able to complete it later. Althea did not receive a compliant meal period, because even though the meal period was interrupted for a permissible reason, it was not completed later. The meal period is considered missed. Althea must be paid an additional 30 minutes at her agreed wage for the missed meal period. In addition, Althea has worked 20 minutes more than provided in her schedule, and has therefore worked more than 40 hours this workweek and is owed overtime. The additional twenty minutes of worked time must be paid at one and one half times her regular rate.

Compensation Summary	
Compensation for Missed Break:	30 minutes
Compensation for Additional Time Worked:	20 minutes (at overtime rate)

EXAMPLE 12-3: Tempe is on a 9/80 schedule, with four nine-hour days and an eight-hour day the first week, and four nine-hour days the second week. In the second week of Tempe's 9/80 schedule, Tempe misses two meal periods when assisting colleagues with a busy patient load. Tempe feels like they were just helping out their colleagues and tells their supervisor they are happy to waive the missed meal periods. Tempe has not received compliant meal periods because an employee cannot waive a meal period after the fact. The meal periods are considered missed meal periods. Tempe must be paid an additional hour at their agreed rate of pay, representing 30 minutes for each missed meal period. Tempe must also be paid for the extra hour of work they performed because they worked through the meal periods. Because the missed

meals occurred in the second week of Tempe's schedule, Tempe's total worked hours are under forty-hour threshold and Tempe did not work overtime. The extra worked time is paid at Tempe's regular rate of pay.

Compensation Summary	
Compensation for Missed Break:	60 minutes
Compensation for Additional Time Worked:	60 minutes

EXAMPLE 12-4: Ahn is a surgical technologist in the OR of a very busy emergency department in a resort area. He works a noon-to-midnight shift, with meal periods scheduled at 5:00 p.m. and 10:00 p.m. Over a holiday weekend, an avalanche occurs at one of the nearby ski resorts, injuring scores of resort-goers and staff. Ahn is on his 5:00 p.m. meal period when the injured skiers start arriving at the ER, and is asked to come off his meal period to assist on one of the many emergency surgeries. Once the surgery is completed, Ahn is able to take the rest of his thirty minutes and is also able to take his second, full uninterrupted meal period. His employer documents the interruption and the reasons for the interruption. Ahn was paid for all hours worked during the interruption. Because the interruption from his first break was for an allowable reason, Ahn was able to finish his first break after the interruption, Ahn took his second break uninterrupted, and Ahn was paid for all hours worked, Ahn received the required breaks and is not due any additional compensation for the permissible interruption of the first break.

Compensation Summary	
Compensation for Missed Break:	None
Compensation for Additional Time Worked:	None

EXAMPLE 12-5: Viktoriya is a floating nurse in a hospital and works twelve-hour shifts. Viktoriya's meal periods are interrupted twice in one day, once by a colleague asking for assistance with a patient procedure and the second by her supervisor, to talk about the next week's shift scheduling. Viktoriya is able to complete the remainder of both interrupted meal periods later in the shift, for a total of 60 minutes of meal break time. Viktoriya has not received compliant meal periods, because the two lunches were interrupted for impermissible reasons. Although Viktoriya was able to complete the meal periods later, she did not receive a full, uninterrupted 30 minutes for either meal period. The meal periods are considered missed because of the impermissible interruptions and lack of full, 30-minute timely replacement breaks. Viktoriya is owed one hour of additional compensation at her agreed wage rate, representing 30 minutes for each missed meal period. Because Viktoriya was able to finish the meal periods, she has not worked extra hours beyond her scheduled shift and is not owed for any additional worked time.

Compensation Summary	
Compensation for Missed Break:	60 minutes
Compensation for Additional Time Worked:	None

EXAMPLE 12-6: Theresa works a 12-hour swing shift as a float nurse. On a day where she is scheduled to start her shift at 8:00 a.m. and finish at 8:00 p.m., she has meal breaks scheduled at noon and 5:00 p.m. Theresa's first meal period is interrupted ten minutes in so that she can cover the floor briefly when another nurse is late to arrive for his shift. As soon as the other nurse arrives, at 12:45 p.m., Theresa is able to re-start her break and take a timely, full, uninterrupted

30-minute meal break. Theresa's second meal break is also interrupted to cover the floor. She was only able to take five minutes of her second meal break before the interruption. Activity on the floor dies down and Theresa is able to take a second, uninterrupted 30-minute meal period at 7:00 p.m. Theresa's first break is not considered missed, because it was properly and timely scheduled, and even though it was initially interrupted for an impermissible reason, she was provided a full, 30-minute uninterrupted replacement break which started before her fifth hour of work. However, Theresa's second break is considered missed because it was interrupted for an impermissible reason and the replacement break was untimely as it was more than five hours after the end of her first meal period. Theresa must be paid for all hours worked. Because the breaks were interrupted, the 15 total minutes she was able to take before the interruptions is still considered worked time and must be paid. The fifteen minutes may not be considered unpaid or deducted from her worked hours. If Theresa is paid her full eleven hours of worked time, including the fifteen minutes, she is not owed any additional amounts for additional time worked. However, Theresa must receive an additional 30 minutes of pay at her agreed wage rate because of the missed meal period.

Compensation Summary	
Compensation for Missed Break:	30 minutes
Compensation for Additional Time Worked:	None

13. What amounts are due to a covered healthcare employee for a missed, interrupted, or untimely rest break?

Rest breaks are considered compensable hours worked at the employee's agreed wage rate. Employers may never deduct from an employee's hours worked for time spent on lawful rest breaks.

Covered healthcare employees are entitled to additional compensation for both missed and untimely rest breaks. If covered employees work through a rest break and do not receive it, they are entitled to compensation for the entirety of that missed rest break. In addition, rest breaks that are untimely, interrupted for a non-allowable purposes, or interrupted for an allowable purpose and never completed during the shift, are also compensable as missed breaks. The following chart provides a breakdown of how covered healthcare employees must be compensated in these circumstances:

Circumstance	Was this break "missed"?	Amount owed for rest break(s)
Rest Break is taken in full, on-time, with no interruptions	No.	The rest break is included in the employee's normal, paid hours. The employee is not due any additional compensation.
Rest break is missed entirely because the covered health care employee works through the entirety of the break.	Yes.	The employee must be paid the agreed wage rate for all hours worked. In addition, the employee must receive an additional 10 minutes of pay at the agreed wage rate for the missed break. If the employee's missed break causes

		the employee to work over 40 hours in a workweek, the additional worked time must be compensated at time and one-half the agreed wage rate.
Rest Break is interrupted for an allowable circumstance and then finished later.	No.	The rest break is included in the employee's normal, paid hours. The employee is not due any additional compensation.
Rest Break is interrupted for an allowable circumstance and never completed.	Yes.	The partial rest break is included in the employee's normal, paid hours. In addition, the employee must receive an additional 10 minutes of pay at the agreed rate for the missed break. If the employee's missed break causes the employee to work over 40 hours in a workweek, the additional worked time must be compensated at time and one-half the agreed wage rate.
Rest Break is interrupted for a non-allowable circumstance but a full, timely replacement break was provided	No.	Both the interrupted and replacement rest breaks are included in the employee's normal, paid hours. If the replacement rest break is at least ten, uninterrupted minutes within the four hour period in which the rest break was due, the replacement rest break is compliant and the employee is not due any additional compensation.
Rest break is interrupted for a non-allowable circumstance and a timely replacement break was not provided	Yes.	Any part of the interrupted rest break the employee was not able to take must be paid as additional worked time in addition to the employee's normal, paid hours. The employee must also receive an additional 10 minutes of pay at the agreed rate for the missed break.
Rest Break is taken later than required (e.g., not within the first four hours of work).	Yes.	The rest break is included in the employee's normal, paid hours. In addition, the employee must receive an additional 10 minutes of pay at the agreed rate for the missed break.

EXAMPLE 13-1: Carlena works as a radiological technologist in a covered hospital. She works 8-hour shifts under a rotating schedule, and is scheduled to work 40 total hours in a workweek.

In the last workweek, Carlena took all but one of her breaks at the scheduled times, was not required to clock out during the rest breaks, and was compensated for her entire 40 hours worked including the rest break time. The one break that was not completed at the scheduled time started on time but was interrupted for a permitted reason and then completed later. Carlena has received her breaks and been properly compensated for them. She is not owed any additional compensation.

Compensation Summary	
Compensation for Missed Break:	None
Compensation for Additional Time Worked:	None

EXAMPLE 13-2: Elena works as a nurse in a cardiac unit in a hospital. Elena works 8-hour shifts, with rest breaks scheduled at hour three and hour six of her shifts. One day when more than one coworker calls out unexpectedly, Elena is asked to delay her morning rest break because there is not enough coverage on the floor. Elena is able to take the break later, at the end of her meal period around five hours into her shift. By the time her second scheduled break comes around, coverage has been found and she is able to take her second break, uninterrupted, at the scheduled time. Elena has not received compliant breaks because her first rest break did not occur within the first four hours she worked. The late rest break is considered missed. Elena must be paid 10 minutes of compensation at her agreed rate for the missed rest break.

Compensation Summary	
Compensation for Missed Break:	10 minutes
Compensation for Additional Time Worked:	None

EXAMPLE 13-3: Birgitte works a twelve-hour shift from 6:00 a.m. to 6:00 p.m. in a 24-hour urgent care clinic. She is scheduled for a rest break two hours into her shift, at 8:00 a.m., a combined meal-and-rest break of forty minutes from 10:00 a.m. to 10:40 a.m., and a second meal period at 3:00 p.m. She takes breaks according to her schedule. Birgitte has not received all of her required breaks, because she is entitled to three rest breaks in a 12-hour shift. The third rest break was missed. Birgitte must be compensated for ten minutes at her agreed wage rate for the missed break. Also, because rest breaks are compensated as worked time, Birgitte must also be paid for the 10 minutes she worked when she was supposed to be on break and relieved of duty. Birgitte must receive a total of 20 minutes of additional paid time at her agreed wage rate.

Compensation Summary	
Compensation for Missed Break:	10 minutes
Compensation for Additional Time Worked:	10 minutes

EXAMPLE 13-4: Santiago is a respiratory therapist and works regular 8-hour shifts for a 40-hour work week. Santiago is regularly scheduled for rest breaks at second and sixth hours of his shift. On a particularly busy day, Santiago loses track of time and misses his second rest break 6 hours into the shift. Given it is so close to the end of his shift, Santiago decides he won't bother to make it up and finishes out his shift. Santiago's second rest break is missed. Santiago cannot waive his rest breaks. Santiago is owed ten minutes of paid time at his regular rate of pay. In addition, because Santiago worked ten minutes extra, he is owed ten minutes of worked time. The

additional worked time pushes Santiago over forty hours for the week, and results in 10 minutes of overtime. The ten minutes of overtime must be paid at one and one half times Santiago's regular rate of pay.

Compensation Summary	
Compensation for Missed Break:	10 minutes
Compensation for Additional Time Worked:	10 minutes (at overtime rate)

EXAMPLE 13-5: Eliza is a nutritionist working with patients with specialty needs in a hospital's oncology clinic. One of the patients requires interpretation, and the hospital's on-staff interpreter is overbooked and is late to come up to Eliza's clinic, arriving while Eliza is on a scheduled rest break. Rather than try to arrange for the busy interpreter to come back, Eliza's supervisor interrupts her rest break and asks her to go ahead and meet with the interpreter and patient now. After the meeting is over, Eliza goes back on break and finishes her ten-minute break. Eliza's rest break is considered missed because it was interrupted for an impermissible reason and she was not provided a replacement, uninterrupted 10-minute rest break within the four-hour window. Eliza is owed ten minutes of time at her agreed rate for the missed break. However, because Eliza was able to complete her break later and take the full amount of required break time, she did not perform extra worked time and is not owed any additional compensation.

Compensation Summary	
Compensation for Missed Break:	10 minutes
Compensation for Additional Time Worked:	None

EXAMPLE 13-6: Trayvon is a covered employee who primarily works eight-hour shifts in a metropolitan hospital, with one short shift for coverage each week. Trayvon is regularly scheduled to work 35 hours a week, and appropriate meal periods and rest breaks are included in his shift scheduling. During one of his two, ten-minute rest breaks on an eight-hour day, he is interrupted by a floor nurse asking his assistance with a difficult patient. Trayvon was only able to take seven minutes of his ten-minute rest break and was not able to complete it later or take a timely, replacement rest break. Trayvon's rest break is considered missed because it was interrupted for an impermissible reason. Trayvon is owed ten minutes of time at his agreed rate for the missed break. Trayvon must also be compensated for the additional time he worked when he was supposed to be taking a paid rest period, and is therefore owed three additional minutes of work time at his agreed wage rate. The extra worked time does not push Trayvon over 40 hours for the week and is thus paid at his regular rate of pay.

Compensation Summary	
Compensation for Missed Break:	10 minutes
Compensation for Additional Time Worked:	3 minutes

EXAMPLE 13-7: Mary Eliza is a covered worker in the psychiatric unit of a hospital. She works an 8-hour shift and has two regularly scheduled rest breaks at the second and sixth hours of her shift. Mary Eliza's first rest break of the day was interrupted by a patient who exited their room unexpectedly. Mary Eliza escorted the patient back to the room, and then was able to re-start her rest break and take a full 10-minute rest break without further interruption. Mary Eliza was able to

take her second rest break as scheduled. Mary Eliza has not missed any rest breaks, because she was able to take a full, uninterrupted, 10-minute replacement rest break within her first four hours of work. Rest breaks are already considered worked time, so Mary Eliza has not worked any additional, compensable worked time. Mary Eliza is not due any additional compensation.

Compensation Summary	
Compensation for Missed Break:	None
Compensation for Additional Time Worked:	None

14. What records must the covered employer keep for covered healthcare employees?

Covered employers must provide employees with a system to document when they miss a meal or rest period, and the employer needs to maintain these records. Employees must be allowed to accurately record their missed or interrupted meal and rest periods. Employees must be free from coercion in the recording of their meal and rest periods. See [RCW 49.12.483\(4\)\(a\)\(ii\)](#).

Additionally, every calendar quarter covered employers must report to L&I the total number of meal and rest periods missed by employees and the total number of meal and rest periods required during that period. See [RCW 49.12.480\(2\)\(a\),\(b\)](#). The report is due to L&I 30 days after the conclusion of the quarter. A covered employer must retain their meal and rest break records for a minimum period of three years.

These reporting requirements begin phasing in on July 1, 2024, and initially apply to covered employers except the following: (1) hospitals certified as critical access hospitals; (2) hospitals with fewer than 25 acute care licensed beds; (3) Hospitals certified by the centers for medicare and medicaid services as sole community hospitals that are not owned or operated by a health system that owns or operates more than one acute hospital licensed under chapter 70.41 RCW; and (4) Hospitals located on an island operating within a public hospital district in Skagit county.

The reporting requirements apply to all covered employers starting on July 1, 2026.

15. What obligations do covered employers have to self-audit?

In addition to the general recordkeeping requirements, a covered employer must provide a quarterly report to L&I that provides a breakdown of total breaks required and total breaks missed. In order to ensure consistency across reporting parties, the department provides a standard self-report form and a list of covered employees for the purposes of self-reporting. This list may not include everyone who is covered under the protections of RCW 49.48.480 and individual complaints will be looked at on a case-by-case basis based on the terms used in statute and further defined in policy. Consistent with the statute, the Self-Report form is limited to collecting information directly related to determining a hospital's compliance rate. However, it is advisable to keep the underlying records for a period of at least three years. Under RCW 49.12.483(4)(b), L&I is required to investigate complaints that self-reported data may be invalid or inaccurate. Maintaining the source records and providing them upon request to L&I will help maintain the integrity of and trust in the self-report process.

16. What is included in a breakdown of total breaks required and total breaks missed?

Total Breaks Required. All breaks scheduled or required for a covered employee.

- Omits waived meal breaks.
- Combined meal and rest breaks count as two (one meal, one rest break). Employers may break down which portions of the combined breaks are designated for each type of break and which were missed or interrupted if they have capacity to do so, but otherwise combined breaks are considered all-or-nothing in accordance with the table below.

Total Breaks Missed. Breaks not taken; breaks taken after the required time, breaks interrupted for a non-allowable circumstance; breaks interrupted for an allowable circumstance and never completed.

The following list describes what is included in missed breaks category:

Circumstance	Was this break "missed"?
Break is taken in full, on-time, with no interruptions	No.
Break is interrupted for an allowable circumstance and then finished later	No.
Break is interrupted for an allowable circumstance and never completed	Yes; break is missed.
Break is interrupted for a non-allowable circumstance and no uninterrupted, timely, and full replacement break is provided	Yes; break is missed.
Break is interrupted for a non-allowable circumstance, but an uninterrupted, timely, and full replacement break is provided	No.
Break is taken after it was required (e.g., a meal break provided after six consecutive working hours rather than by no later than the fifth hour)	Yes; break is missed.

17. Are employees protected for exercising their rights to meal and rest breaks?

Covered employers may not take any adverse action against employees for exercising their rights to meal and rest breaks. These rights include the right to take meal periods and rest breaks as authorized by law, the right to record missed meal and rest periods in the employer's tracking system, and the right to file a complaint in relation to a perceived violation of rights.

An adverse action is any action taken or threatened by an employer against an employee for exercising their rights under [RCW 49.12.480](#) and [RCW 49.12.483](#). Adverse actions may include, but are not limited to:

- Terminating, suspending, demoting or denying a promotion;
- Reducing the employee's scheduled work hours;
- Oral or written warning;
- Reducing the employee's rate of pay,

However, non-coercive counseling, coaching, training, or other resources offered to an employee are not considered adverse actions for this purpose. See [RCW 49.12.483\(3\) \(a\)](#)

18. What if an employee experiences retaliation for exercising their rights?

Questions regarding this policy or the related law can be directed to <contact email>. Individuals who believe that their rights as described by this policy have been violated may file a complaint using the <complaint address> on the Department of Labor and Industries website.

DRAFT