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Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 8

Reference: Interpretation of Article XIII, Hours of Work, Shifts, and Overtime

Subject: Hours of Work, Shifts and Overtime

A question has been raised concerning the issue, that Article XIII Section 2, addresses the lunch break during a regular shift, but does not address overtime and additional meal breaks for a five (5) day, eight (8) hour per day work schedule.

The committee reaffirmed its position that the spirit and intent of the HSSA was to provide some flexibility concerning overtime and lunch/meal breaks.

Therefore the following interpretation by the committee will be applicable for overtime and additional lunch/meal breaks for a five (5) day, eight (8) hour per day work schedule.

Scheduled Overtime

In the case of scheduled overtime, the employee will be responsible for supplying his or her own meals. Scheduled overtime is overtime that is established prior to the end of an employee's previous shift.

Unscheduled Overtime

In the case of unscheduled overtime, the employees will be provided with a hot meal by the employer at no cost to the employee. Unscheduled overtime is overtime scheduled after the beginning of an employee's regularly scheduled shift. Any employee entitled to an overtime meal when said meal is not provided will receive and additional one half (1/2) hour pay at the applicable overtime rate.

Overtime Meal/Lunch Break

An overtime meal break shall be defined as a paid break allowing sufficient time to eat a lunch/meal.

Overtime Worked at the End of a Regularly Scheduled Shift

When an employee is required to work more than two (2) hours past their regularly scheduled shift, they will be entitled to an additional meal/lunch break. When this occurs the employee will either be given sufficient time to eat and will return to work without loss of pay and would be compensated for actual time worked, or should they continue to work until the end of the shift without sufficient time to eat, they would be compensated for actual time worked plus an additional one half (1/2) hour at the applicable overtime rate.

Overtime Prior to a Regularly Scheduled Shift

When an employee is required to report to work more than two (2) hours prior to the beginning of a regularly scheduled shift, they shall be entitled to an additional meal/lunch break no longer than five (5) hours from the time they started work.

This overtime meal break shall be in addition to the regularly scheduled meal break.

Employees who report to work two) hours or less, or who work two) hours or less past their regularly scheduled shift are not entitled to an additional meal/lunch break and will take lunch at the regularly scheduled time and will be compensated at the applicable rate for all time worked before or after their regularly scheduled shift.

This interpretation shall take effect on August 1, 2005

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Bechtel National, Inc.

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