POLICY TITLE: Overtime, Meals, and Breaks

DEPARTMENT: Human Resources          ORIGINATION DATE: 11/19/2012
CATEGORY: Compensation-Payroll        EFFECTIVE DATE: 02/13/2013

SCOPE
This policy applies to all Centura Health facilities, practices, entities, and services (“Centura”) and all Centura associates.

PURPOSE
To document the appropriate use of overtime, meals, and breaks for associates.

STATEMENT OF POLICY
This policy is to provide documentation of time available for meals and breaks as well as when and how overtime is paid to associates. All associates are eligible to receive meal and break periods. Non-exempt associates may be eligible for overtime per state/federal guidelines.

PROCEDURE

Meal Period
1. Associates will be entitled to an uninterrupted and “duty free” meal period of at least a 30-minute duration. The time-keeping system will automatically deduct 30 minutes for a meal break once the associate has worked 5 hours, 30 minutes (consecutively). Associates must be completely relieved of all duties and permitted to pursue personal activities to qualify as a non-work, uncompensated period of time. Meal periods may not be forfeited to allow the associate to leave his/her work area prior to the normal end of their shift. There is only one meal deduction per shift. If an associate leaves the premises for a meal break, they must clock out and clock back in when they return to work.

2. An “on-duty” meal period will be permitted only when the nature of the work prevents or other circumstances keeps an associate from being relieved of all duty, and the time spent for such “on-duty” meal period will be counted as time worked. When an “on-duty” meal period is necessary, the associate will be permitted to eat his/her meal “on-the-job.” “On-duty” meal periods must have the prior approval of the associate’s supervisor.

3. When an associate’s meal period is interrupted, the associate will be paid for the entire 30-minute period. Every effort will then be made to allow the associate another meal break once the emergency is over. Management will also strive to avoid interruptions to break periods. In line with these efforts, whole departments or work groups will attempt to stagger their lunch and break times so someone is on duty.

Break Periods
Each associate working more than 4 hours is to be given one paid 15-minute rest period for each 4 consecutive hours worked or major fraction thereof, as practical, and shall be in the middle of each four (4) hour work period. An associate whose daily work time does not exceed three and one-half hours need not be granted a rest period. Such rest periods shall not be deducted from the associate’s wages and need not be taken away from the work area.

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Other Considerations

1. Breaks and meal periods are to be used as scheduled and cannot be used to shorten or lengthen the workday (come in late or leave early).
2. Associates are expected to inform manager/supervisor when breaks or meal periods are rescheduled or missed so that accommodations can be considered. Meals and breaks should only be missed on an emergency basis.
3. Associates who leave the premises for any non-work related reason (including meal breaks) are required to clock out and clock back in when they return or at the end of their meal break.

Overtime

1. Overtime is calculated on actual worked hours.
2. All associates may be required to work a reasonable amount of time beyond their normal work schedule. In these cases, supervisors should provide associates with as much advance notice as possible and should appropriately assign and distribute overtime among all eligible associates. Supervisors should refer to the appropriate union contract for the assignment and distribution of overtime for associates covered under a collective bargaining agreement.
3. The Fair Labor Standards Act (FLSA) excludes exempt (salaried) associates from the requirements of overtime pay. Non-exempt (hourly) associates, however, must be paid for each hour worked, including a special rate for any overtime hours.
4. The supervisor of the non-exempt associate should authorize all overtime (voluntary or required) in advance. When overtime is volunteered for and/or scheduled, it becomes required work time in the same manner as an associate’s regular work schedule. An associate who refuses to report for scheduled overtime may be subject to disciplinary action.
5. Supervisors should also be aware that under the FLSA, work not requested by Centura, but that Centura permits to occur, even if performed on a voluntary basis, must be included in hours worked. If an associate works overtime without permission, the department or section is still obligated, under the FLSA, to pay that associate at an overtime rate, although the associate may be subject to disciplinary action.
6. Centura, in conformance with applicable Wage and Hour Law, has established the following guidelines that apply to compensation for authorized overtime. Exceptions to the rules listed below are permissible in those departments that, because of special work schedules, have had alternative arrangements approved by the Vice President of Compensation or Human Resource Directors.

Overtime for Non-Exempt (Hourly) Associates

In accordance with the FLSA and Colorado Wage Order 24, non-exempt (hourly) associates shall be paid time and one-half of the regular rates of pay for any work in excess of:
1. Twelve (12) hours per workday;
2. Forty (40) hours per workweek; or
3. Twelve (12) consecutive hours without regard to the starting and ending time of the workday (excluding duty-free meal periods), whichever calculation results in the greater payment of wages.

Hours worked in two or more workweeks shall not be averaged for computation of overtime. Performance of work in two or more positions at different pay rates for the same employer shall be computed at the overtime rate based on the regular rate of pay for the position in which the overtime occurs, or at a weighted average of the rates for each position, as provided in the FLSA.
Note: The requirement to pay overtime for work in excess of twelve (12) consecutive hours will not alter the associate’s established workday or workweek.

Work on the Sixth Day
When associates work 6 days in the same defined workweek, they will be compensated for any hours worked on the sixth day at the rate of one and one-half their base rate, provided they have been compensated for the required 40 hours of their normal work schedule.

Work on the Seventh Day
When associates work 7 days in the same defined workweek, they will be compensated for the seventh day at the rate of double their base rate for time worked on that day, regardless of the number of hours worked on the sixth day, and provided the associates have been compensated for the required 40 hours of their normal work schedule prior to the start of the seventh day.

Examples
If associates are scheduled to work Monday through Friday and are compensated for that time and then work on Saturday, the associates are paid one and one-half their base rate for all time worked on that day. If the associates work on Saturday and then also work on Sunday, the associates receive straight base rate for the time worked on Sunday; however, if the associate also works Monday through Friday and then works on Saturday, they would receive double-time for any work performed on Saturday. If associates work on Saturday, but have not worked on the prior Sunday, then the associates receive one and one-half times their base rate for work on that day.

Exceptions
1. Departments with special work schedules (i.e., a four-day week, full-time schedule). Contact your Human Resources department for further information.
2. For associates who work overtime and who are paid a shift differential, overtime is calculated on the associate’s hourly rate, which includes the shift differential.
3. For pay schedules related to recognized holidays, closings and extreme weather conditions, refer to the specific Human Resources policy.
4. Supervisors of associates covered by a bargaining agreement should refer to the appropriate union contract.
5. Time off for holidays, PTO, jury duty, bereavement or an incomplete day due to a work-related injury is paid at the straight time rate and will be considered as time worked for computing overtime and double time. Other time off will not be counted as time worked for the purpose of computing overtime. Associates who are not normally scheduled to work on a company recognized holiday, but who are required to do so, will be paid at two times their regular base rate. Because such pay is in addition to holiday pay, non-exempt associates will receive triple pay for holidays worked.

DEFINITIONS
Workweek: Regular workweek begins at 12:01 a.m. on Sunday and ends at midnight on the following Saturday.

REFERENCES AND SOURCES OF EVIDENCE
N/A
POLICY VIOLATION
Any Centura associate who fails to abide by this policy may be subject to disciplinary action, up to and including termination.

REVIEW/APPROVAL SUMMARY

| REVIEW/REVISION DATES: |  
| (Dates in parentheses include review but no revision) |
| APPROVAL BODY(IES): | Senior Executive Council |
| APPROVAL DATE: | 02/13/2013 |

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