

## **Arnott, Herman**

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### **COURSE OF EMPLOYMENT (RCW 51.08.013; RCW 51.08.180(1))**

#### **Lunch period (RCW 51.32.015; RCW 51.36.040)**

An injury sustained during a lunch period on the employer's premises is covered regardless of the worker's activity at the time of injury, even if that activity is solely for the worker's own accommodation or enjoyment. ...*In re Herman Arnott*, BIA Dec., 24,755 (1965)

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1           However, by Chapter 107, Laws of 1961, the legislature extended the coverage of the act to  
2 certain accidents occurring on the employer's premises which had theretofore been held to be  
3 outside the course of employment. (See Miller v. St. Regis Paper Company, 60 Wn. 2d 484.)  
4 Section 3 of Chapter 107 enacted a definition of the phrase "acting in the course of employment,"  
5 and Sections 1 and 2 of the Chapter specifically extended the coverage of the industrial insurance  
6 and medical aid acts to workmen's lunch periods under certain conditions. Sections 1 and 2 were  
7 identical in language and were new sections to be added to chapters 51.32 RCW (the  
8 compensation chapter) and 51.36 RCW (the medical aid chapter), respectively; they are now  
9 codified as RCW 51.32.015 and RCW 51.36.040. These enactments are controlling in the instant  
10 case and provide, insofar as here pertinent, as follows:

16           "The benefits of Title 51 R.C.W. shall be provided to each workman  
17 receiving an injury, as defined therein, during the course of his  
18 employment and also during his lunch period as established by the  
19 employer while on the jobsite. The jobsite shall consist of the premises  
20 as are occupied, used or contracted for by the employer for the business  
21 or work process in which the employer is then engaged...." (Emphasis  
22 supplied)

24 Thus, since the enactment of Chapter 107, Laws of 1961, the benefits of the industrial insurance  
25 and medical aid acts extend to injuries incurred by workmen in two situations, i.e., during the  
26 "course of employment" as defined by Section 3, and in addition, during their regular lunch periods  
27 while on the employer's premises regardless of whether they are then in the "course of  
28 employment."  
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31           The contention of the employer here appears to be that lunch period injuries on the premises  
32 are covered only if the workmen's activity at the time of injury is within the course of his  
33 employment. This contention is clearly erroneous, in view of the statute. If an employee, during his  
34 lunch period, is acting within the course of his employment, i.e, furthering his employer's business  
35 or doing something at the employer's specific direction, then he is covered under the act in view of  
36 the very definition of "course of employment" in Section 3 of the 1961 legislation. If that was all that  
37 was intended, there would have been no need for Sections 1 and 2 of the 1961 law. Clearly,  
38 however, those sections were intended to, and did, extend the coverage of Title 51 to injuries  
39 sustained during the lunch period while on the employer's premises, in addition to injuries occurring  
40 in the course of employment. Therefore, what the workman happened to be doing is wholly  
41 immaterial in lunch period injuries as long as he is on the employer's premises; the statute makes  
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1 no exclusion from coverage for cases where the workman's immediate activity at the time of injury  
2 may have been for his own accommodation or enjoyment, presumably on the theory that he is still  
3 subject to the hazards of his occupational environment.  
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6 In this case, it is uncontroverted that the claimant's injury occurred during his regular lunch  
7 period and while he was on the employer's premises. This is all that is required for allowance of the  
8 claim, under the clear and plain terms of Sections 1 and 2, Chapter 107, Laws of 1961 (now RCW  
9 51.32.015 and RCW 51.36.040).  
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12 This appeal raises solely an issue of law, and it is clear that the department's order of May  
13 14, 1965, properly and lawfully decided that issue in allowing this claim. Therefore, pursuant to  
14 RCW 51.52.080, the department's order should be confirmed and this appeal denied.  
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16 **ORDER**  
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18 Now, therefore, it is hereby ORDERED that the order of the supervisor of industrial insurance  
19 dated May 14, 1965, allowing this claim for claimant's right hand injury of February 8, 1965, be, and  
20 the same is hereby, confirmed; and the above-numbered appeal from said order filed herein by the  
21 employer, Simpson Timber Company, on July 12, 1965, be, and the same is hereby, denied.  
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23 Dated this 19th day of August, 1965.  
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25 BOARD OF INDUSTRIAL INSURANCE APPEALS  
26

27  
28 /s/  
29 J. HARRIS LYNCH Chairman  
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32 /s/  
33 R. M. GILMORE Member  
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