

California law mandates that employees take a thirty minute unpaid meal break on any shift that is five (5) or more hours. The law also mandates a ten (10) minute paid break for any shift of four (4) or more hours. The law allows for a “working meal break” if there is mutual agreement of the employee and the employer.

A “working meal break” is offered to employees that would prefer to work while they eat rather than clock out for thirty (30) minutes. Failure to sign the contract below will make an unpaid meal break mandatory by law. Taking a “working meal break” means the employee must be on the premises and available to work at all times.

**Mutual agreement to a working meal break:**

It is my understanding that state law mandates a ten-minute paid break for a working shift of four or more hours. Also a thirty-minute unpaid meal break is mandated for a shift of five or more hours, unless the shift ends at six hours total. The employee may waive the unpaid meal break by mutual consent of the employee and employer if the shift ends at six hours. I have chosen to forfeit my thirty-minute unpaid meal break, and have a paid “working meal break”. I understand that I may revoke this agreement with written notice at any time. Should I choose to revoke this agreement and take the entitled thirty-minute unpaid meal break, I will sign out on my time card for that break. If this agreement is revoked it may or may not be offered again at the employer’s discretion.

Signed \_\_\_\_\_

Date \_\_\_\_\_

## California Labor Law

### **11. Meal Periods**

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

### **12. Rest Periods**

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided