

Employee Meal Waiver Agreement

Meal Waivers

By California Law, non-exempt employees are entitled to an unpaid meal break of no less than thirty (30) minutes for every five (5) hour period of time worked. However, employees whose workday does not exceed six (6) hours may waive their meal break through mutual consent by themselves and their employer by signing a meal waiver.

A second meal period of no less than thirty (30) minutes is required if the employee exceeds ten (10) hours of work in a day, but may waive a second meal break if their total hours worked in that day does not exceed twelve (12) hours.

“On Duty” Meal Periods

Employees must be relieved of all duty during their thirty (30) minute meal period, or it will be considered an “on duty” meal period that is counted as hours worked and must be compensated by their regular rate of pay. “On Duty” meal periods must be paid and shall be permitted only when the nature of the work prevents an employee from being relieved of all duties. “On duty” meal periods must also be agreed upon through a written agreement of which the employee may, in writing, revoke at any time.

Agreement

I understand that I am entitled to an unpaid meal break of not less than thirty (30) minutes for every five (5) hour period of time worked, but that I may waive the meal period when my total day’s work does not exceed six (6) hours.

I understand that I am entitled to a second unpaid meal break of not less than thirty (30) minutes if I work more than ten (10) hours during a work day, but that I may waive the meal period when my total day’s work does not exceed twelve (12) hours.

I enter into this agreement freely and voluntarily. I understand that this agreement can be revoked in writing by either me or the Museum of Latin American Art at any time.

Employee Name (Print): _____

Employee Signature: _____ Date: _____

Supervisor Name (Print): _____

Supervisor Signature: _____ Date: _____