



## MEAL/REST BREAK & NON-INJURY WAIVER

I, \_\_\_\_\_, declare as follows for this pay period:

### Time Record Certification

I understand that I am my own supervisor when I am in the field and that I have discretion and control over my workday. I certify that I have properly recorded above all of my time worked during this pay period, including time worked during any breaks I missed, whether voluntarily or involuntarily. I understand that I am entitled to be relieved of all duty to take an unpaid duty-free 30-minute meal period whenever I work more than five hours and a second unpaid duty-free 30-minute meal period whenever I work more than ten hours. I also understand that I am entitled to be relieved of all duty to take a duty-free paid 10-minute rest period for each work shift of 3.5-6 hours, two duty-free paid 10-minute rest periods for each work shift of 6+-10 hours, and three duty-free paid 10-minute rest periods for each work shift of 10+-14 hours. I certify that if any duty-free meal or rest breaks were missed, late or shortened during this period, it was at my personal choice and unrelated to work, except for the following breaks: \_\_\_\_\_.

### Meal Waivers

#### First Meal (6-Hr.) Break Waiver

I understand that I am entitled to an unpaid duty-free and uninterrupted meal break of not less than 30 minutes on any day that I work more than five (5) hours. However, I understand that I can waive the meal period and work during such time when my total day's work will be completed within a work period of not more than six (6) hours. Accordingly, I voluntarily agree to waive the meal period whenever my total day's work is completed within a work period of not more than six (6) hours.

#### Second Meal Break

I understand that I am entitled to a second unpaid duty-free and uninterrupted meal break of not less than 30 minutes on any day that I work more than ten (10) hours. However, I understand that I can waive the second meal period and work during such a time when my total day's work will be completed within a work period of not more than twelve (12) hours, provided I took my first 30-minute meal period. Accordingly, I agree to waive the second meal break whenever my total day's work is completed within a work period of not more than twelve (12) hours and I have taken my first meal period.

#### Acknowledgment

I acknowledge that my employer has not encouraged me to waive my unpaid duty-free and uninterrupted meal periods. I also acknowledge that I have read the above waivers and understand them, and I am voluntarily agreeing to these provisions. I further acknowledge and understand that the meal period waivers may be revoked in writing by me at any time, and that on any workday I wish to take duty-free and uninterrupted meal periods, I may do so by informing my manager in advance of the meal periods.

### Non-injury declaration

I understand that it is my responsibility to report any and all injuries as soon as possible under the circumstances to my manager on the appropriate CA State form. By signing this document, acknowledge and represent that I am not aware of any current injury or illness, either physical or mental, from which I am suffering as a result of my having worked at the Company during this pay period.

**I ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS TERMS. I UNDERSTAND THAT MY REFUSAL TO SIGN THIS DOCUMENT WILL NOT HINDER ME FROM RECEIVING MY PAYCHECK AT ANY TIME. I UNDERSTAND THAT THIS DOCUMENT IS IN PLACE TO PROTECT BOTH THE ME AND THE COMPANY.**

THIS PAY PERIOD ENDING \_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
Employee Print Name

\_\_\_\_\_  
DATE