

## **DISCLAIMER**

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**SECOND UNPAID MEAL BREAK WAIVER AGREEMENT**

This MEAL BREAK WAIVER AGREEMENT is entered into by and between \_\_\_\_\_ (“Employee”) and [*Company name*] (“Employer”).

Pursuant to Labor Code § 512, Employee agrees to waive meal periods as follows:

I understand that I am entitled to a second unpaid meal break of not less than 30 minutes if I work more than ten (10) hours during a workday. However, I understand that I can waive the second meal period when my total day’s work will be completed within a work period of not more than twelve (12) hours, as long as I did not waive the first meal period.

Accordingly, I agree to waive the second meal period whenever my total day’s work will be completed within a work period of not more than twelve (12) hours, as long as I did not waive the first meal period.

I enter into this agreement freely and voluntarily. I understand that this agreement can be revoked in writing by either me or \_\_\_\_\_ at any time.

Date \_\_\_\_\_

EMPLOYEE:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

EMPLOYER:

\_\_\_\_\_

\_\_\_\_\_

Signature

on behalf of

[*Company name*]