

California Court Affirms Employers Can Use Standing Meal Period Waiver for Employees Working Six Hours or Less

Labor & Employment Law Update

By Sara Zorich on May 15, 2025

On April 21, 2025, a California Court of Appeal held employees working six hours or less in a single workday can prospectively waive their mandatory meal periods. The ruling provided clarification on a long-standing question: whether a meal period waiver must be executed each time an employee chooses to skip their break, or if a single, advance waiver is legally sufficient under California law.

California law requires employers to provide non-exempt employees with a 30-minute uninterrupted meal break no later than five work hours into the employee's shift. A key employer-friendly provision allows the meal period to be waived by mutual consent when an employee works more than five hours but no more than six hours in a workday.

This rule is especially significant for employers in industries where five-to-six-hour shifts are common, providing flexibility in scheduling without triggering meal period penalties. While California law was clear that meal periods can be waived through mutual consent, it was silent on whether waivers could be made in advance through a one-time written waiver signed at the time of hire or a revolving waiver that would be executed every shift.

The *Bradsbery v. Vicar Operating, Inc.*, court finally addressed the matter and determined that advance written meal period waivers for employees working six or less hours in a single workday were valid as long as there is zero evidence that "the waivers are unconscionable or unduly coercive." Thus, the court determined that a one-time on-going waiver would be sufficient to meet the requirements under California law.

Best Practices for Employers to Maximize Enforceability of Written Meal Period Waivers

To maximize the enforceability of written meal period waivers for shifts of six hours or less, employers should consider the following:

LIMIT APPLICATION TO QUALIFYING SHIFTS.

Waivers are only valid for shifts of six hours or less. Ensure the waiver is clear that it will only apply to a shift in which the employee works six hours or less.

USE A STANDALONE DOCUMENT.

The waiver should be presented as a separate written agreement, not buried within an employee handbook or general acknowledgment form.

INCLUDE CLEAR, VOLUNTARY CONSENT LANGUAGE.

The waiver should state explicitly that signing is voluntary and that an employee's decision not to sign will not result in any form of retaliation.

MAKE THE WAIVER REVOCABLE AT ANY TIME.

Employees should have the right to revoke the waiver at their discretion.

ENSURE LANGUAGE ACCESSIBILITY.

All materials, including the waiver, should be provided in a language the employee understands to ensure informed consent.

Upcoming Webcast

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Wednesday, May 21, 2025 | 8:30 AM CT

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