

FAQ On CA State Law - Meal Breaks and Rest Periods

Rest Periods

In CA state law, a minimum of 10 minute paid breaks are required every 4 hours worked or “major fraction thereof”. There is a good FAQ from the Department of industrial relations [here](#). The law mirrors most of our cannabis contracts as well in requiring them every 4 hours or “major fraction thereof”. The law also makes it clear that these rest periods are supposed to fall in the middle of those 4 hour windows, or as close to the middle as possible. Major fraction thereof is generally legally defined as 2 hours or more, so for any shift that is 6 hours of paid time or longer 2 10 minutes rest periods shall be provided. Failing to comply with this could be a violation of both the contract and subject to Wage and Hour disputes from employees with significant penalties. Some contracts mandate a longer rest period of 15 minutes every 4 hours.

Lunches / Meal Periods

CA state law is really designed to make sure that people have time for unpaid lunch breaks. Essentially, the law tries to protect workers by making sure that companies don't keep people “on the clock” for lunch periods and force them to be working while taking lunch. CA law is designed to make sure that people have at least 30 minutes of unpaid time to leave the premise, eat, and have a break where the company isn't bothering them. There is a [good FAQ from the Department of Industrial Relations](#) that overview meal period laws. The summary is:

- Employer cannot have someone work for more than 5 hours per day without providing the employee with a meal period of at least 30 minutes
- If someone is working between 5 hours and 6 hours, the employer and the employee can agree to waive the meal period only “upon mutual consent”
- These meal periods are supposed to be unpaid so that there is no pressure from employer for employee to do any work during this period of time
- An “on duty” / paid meal period is only permitted “when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the employer and the employee an on-the-job paid meal period is agreed to”. The written agreement must state that the employee can revoke the agreement at any time.
- If an employer doesn't grant this meal period, they can be compelled to pay one additional hour of pay for each workday that the meal is not provided as a penalty

45 min or 1 hour contractual lunch breaks vs 30 min lunch breaks

To comply with the contract and state law, if anyone is working 5 hours or more the company has to offer a 30 minute unpaid lunch. However, if the contract states a longer time for lunch, the timing of lunch can be reduced upon written agreement from both parties to 30 minutes. It is totally OK with me / the union and consistent with state law. However, that agreement should definitely be in writing to protect the company and the member. As long as members want the shorter lunch period and don't in any way feel obligated or pressured to have a shorter lunch, that is totally OK with the union. If the shift is under 5 hours, this meal period is not required. If the shift is between 5 hours and 6 hours, this meal period could be waived in its entirety ONLY if the employee agrees in writing, per state law.