**CALIFORNIA MEAL AND REST PERIOD AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand that, during my employment with North American Security and Investigations, Inc. (the “Company”), the Company is providing me with meal and rest periods, as follows:

First Meal Period

 I understand that I am entitled to an off-duty, unpaid and uninterrupted meal period of no fewer than thirty (30) minutes on every workday that is five (5) hours or longer. I also understand that I may waive this meal period when my total day’s work will be completed within six (6) hours.

 If I work more than six (6) hours in a day, then I cannot waive this meal period. However, with the consent of the Company, I may individually choose to not take a meal period, or take a late meal period, for my own convenience, so long as my decision to do so is completely voluntary and not influenced by the company or any company representative.

Second Meal Period

 I understand that I am entitled to a second off-duty, unpaid and uninterrupted meal period of no fewer than thirty (30) minutes if I work more than ten (10) hours and fewer than twelve (12) hours during a work day. I also understand that I may waive this second meal period when my total day’s work will be completed within twelve (12) hours, as long as I did not waive the first meal period.

 If I work more than twelve (12) hours in a day, then I cannot waive this second meal period. However, with the consent of the Company, I may individually choose to not take a meal period, or take a late meal period, for my own convenience, so long as my decision to do so is completely voluntary and not influenced by the company or any company representative.

On-duty Meal Period

 I understand that normally I will be provided the opportunity to take an off-duty, unpaid and uninterrupted meal period, in accordance with the statements above. However, I also understand that I provide security services to the Company, and my job duties can be unpredictable during my work day and sometimes I am unable to take an off-duty, unpaid and uninterrupted meal period.

 Accordingly, I understand that with the consent of the Company I am entitled to take a paid on-duty meal period on those occasions when the nature of my work prevents me from being relieved of all duty during a meal period.

 I understand that I will be paid at my straight-time hourly rate (or overtime rate, if applicable) for any on-duty meal periods I take. I also understand that I may revoke this on-duty meal period agreement at any time by providing written notice to my supervisor or a Company HR representative.

Rest Periods

 I understand that I am entitled to take rest periods during each workday. I am entitled to one ten (10) minute rest period for every four hours of work, or major fraction thereof, as follows:

* Less than 3.5 hours of work = 0 rest periods
* 3.5 hours or more but 6 hours or less of work = one 10-minute rest period
* More than 6 hours of work but 10 hours or less of work = two 10-minute rest periods
* More than 10 hours of work but 14 hours or less of work = three 10-minute rest periods

 I understand that rest periods cannot be accumulated, added to meal periods, or taken at the beginning or end of the shift. I also understand that I should take my rest periods in the middle of the work period in so far as practicable, and that because rest breaks are paid, I do not clock out for them, and do not leave the work premises.

My Agreement as to Meal and Rest Periods

I have read and now understand the above statements concerning the meal and rest periods provided to me by the Company, and I hereby agree, as follows:

 I agree to waive my first off-duty meal period whenever my total day’s work will be completed within six (6) hours.

 I agree to waive my second off-duty meal period whenever my total day’s work will be completed within twelve (12) hours, and I did not waive the first meal period.

 I agree to take a paid on-duty meal period, instead of an off-duty, unpaid and uninterrupted meal period, with the consent of the Company, whenever the nature of my work prevents me from being relieved of all duty during a meal period.

 I agree that there may be days when, with the consent of the Company, I choose to not to take a meal period, or take a late meal period, for my own convenience, and my decision to do so is completely voluntary and not influenced by the Company or any company representative, unless I otherwise notify the Company immediately in writing.

 I agree to take one ten (10) minute rest period for every four hours of work, or major fraction thereof, in accordance with the rest-period schedule listed above.

I acknowledge and agree that I cannot be pressured, coerced, or discouraged from timely taking a meal or rest period by the Company or any representative of the company, and that it is a violation of company policy for anyone to attempt to have me do that. To the extent I feel pressured in any way to do so by the Company or any company representative, I will immediately notify my supervisor or a Company HR representative in writing.

I acknowledge and agree that I may revoke in writing all or any portion of this agreement and waiver at any time, for any reason, and that the revocation will be immediate, so that I may take an unpaid, off-duty and uninterrupted 30-minute meal period before the end of the fifth hour of work, and if I work more than 10 hours in a workday, take a second unpaid, off-duty and uninterrupted 30-minute meal period before the end of the tenth hour of work, or not take a paid on-duty meal period. I understand this agreement and waiver remains effective unless and until I revoke it.

I acknowledge and agree that I must accurately record all hours worked, including all regular and overtime hours and including any absences, late arrivals, early departures, meal periods, and qualifying paid on-duty meal periods. I further acknowledge and agree that working off the clock is prohibited, and that if I fail to report or inaccurately report any hours worked, or fail to obtain prior supervisory approval to work overtime, I will be subject to disciplinary action, up to and including termination of employment.

I acknowledge and agree that the Company will not allow any form of retaliation against individuals who report alleged policy violations or who cooperate in the Company’s investigation of such reports. Any form of retaliation in violation of this Policy will result in disciplinary action, up to and including termination of employment.

I acknowledge and agree that I will contact my supervisor or a Company HR representative if I have any questions or concerns regarding these Company policies or practices.

I enter into this agreement freely and voluntarily.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, California

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_