EMPLOYMENT
& LABOR LAW

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A LAW CORPORATION

PAYROLL MANAGEMENT AND RECORD RETENTION

Punching In, Paying Out and Holding On

Employment Law Workshop

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I. Which Wage Order Applies - IWC Classifications

A. Industry vs. Occupational Wage Order

B. Industry Wage Order - Wage Order 1-3, 5-13 are "industry" wage orders.

1. These wage orders cover ALL employees of companies that conduct business within a particular industry - even office or administrative staff.

2. If the business is comprised of several industries, more than one wage order may be applicable to the different portions of the integrated business.

3. If a business is not covered by a particular "industry" as defined in the wage order, then an occupational order may apply.

C. Occupation Wage Order - Wage Order 4, 14-17 are occupational wage orders.

1. These wage orders cover only particular jobs.

2. Wage Order 16 and 17 are new to California and cover industry that previously may have been exempted from the wage orders.

3. Businesses that are not subject to an "industry" wage order may be covered by more than one occupational wage order.

II. Overtime Pay Requirements

A. "Workday" and "Workweek"

1. "Work day" is defined as "any consecutive 24-hour period commencing at the same time each calendar day."

2. A "workweek" is "any 7 consecutive days, starting with the same calendar day each week." A "workweek" is a "fixed and regularly recurring period of 168 hours, 7 consecutive 24-hour periods."

3. If the employer fails to designate a work day or workweek, the DLSE will assume that each work day starts at midnight and that each workweek starts at midnight on Sunday (Sunday being the first day of the workweek). Federal law follows the same format. Employers are free to set up their own work day and workweek, which could have ramifications for overtime. (9/80) example = 36 one week and 44 the next. Start the workweek at noon on Friday and no overtime will occur.)

4. "Shift" is defined as "designated hours of work by an employee, with a designated beginning time and quitting time." This has ramifications, particularly with respect to alternative workweeks.

B. Once the workweek is established, it cannot be changed unless the change is intended to be permanent and not designed to evade overtime requirements. Each workweek stands alone, and simply having a 2-week pay period does not allow the employer to average the 2 weeks' hours.

C. In California, overtime is provided to non-exempt employees in the following circumstances:

1. Over 8 hours of work in a work day (time and one-half) (private employers only)

2. Over 40 hours of work in a workweek (also consistent with federal law) (time and one-half) (public and private)

3. The first 8 hours of work on the 7th consecutive day of work in a workweek (time and one-half) (note that the employee must work all 7 days in the workweek: merely working 7 consecutive days, if the days cross over into another workweek, will not qualify the employee for the 7th day premium) (private employers only)

4. Over 12 hours of work in a work day (double time) (private employers only)

5. Over 8 hours of work on a 7th consecutive day in a workweek (double time) (private employers only)

6. Federal law only has a 40-hour week.

7. "Anti-pyramiding" rules provide that employers need not combine more than one rate of overtime compensation (example: employee works 42 hours in a week, including 10 hours on one day). The 41st and 42nd hour must be compensated, but they will be deemed equivalent to the 9th and 10th hour on the one day of overtime worked, so only one set of overtime need be paid.

D. Exempt Employees - Exempt employees may work overtime and not be compensated for it. Employers may designate the "regular workweek" for exempt employees as 40 hours, but doing so does not create an overtime obligation for hours worked in excess of 40 by exempt employees. Employers may provide a bonus or otherwise compensate exempt employees for overtime, but doing so on a regular basis or at a fixed hourly rate could jeopardize exempt status (but not automatically).

E. Piece rate - The total of the piece rate pay shall be divided by the number of hours worked to determine the overtime rate, if overtime is worked. Then half-time shall be paid for the overtime hours up to 12.

III. Labor Commissioner Interpretations on Wage and Hour Issues

A. Meal Period Requirements for Employees Working Alone - There is no exception from the meal and rest period requirements for small employers, or for employees who work alone without other employees at a work site. However, there is a provision in the wage order that allows for an exemption from the rest period requirements. This exemption is only available upon a request to the DLSE for a waiver due to a hardship.

B. Kin Care Leave & PTO Policies - A paid time off program (or any like program by whatever name) is reviewed for compliance with Labor Code § 227.3. Any paid time off promised which is not directly tied to an event or chain of events is considered to be subject to the provisions of Labor Code § 227.3. In addition, any plan or program which an employer offers promising time off without designating the time off either as vacation or designating a specific event or chain of events to which the time off is tied, is considered to be a form of a sick leave policy unless time off in the event of illness is specifically excluded in the policy or program.

C. Post-termination Commissions - Commissions found to have been earned upon the completion of a sale are wages earned (vested) and must be paid within the pay period. Withholding payment of earned commissions until the end of a three-month period is a violation of the Labor Code. Any earned commissions may not be forfeited. Reasonable conditions may be placed on the vesting of commissions.

D. Exempt Status - The Labor Commissioner opined that an employee's exempt status (with some caveats) is not lost if the employer:

1. Keeps track of the employee's time;

2. Requests an employee to be in the office during specified office hours; and

3. Gives the employee guidance regarding when certain work should be done.

IV. Meal and Rest Period Requirements for California Employers

A. Meal Periods

1. Employees are entitled to a minimum of a thirty (30) minute duty-free meal period for every five (5) hours worked.

2. If an employee's total work period is no more than six (6) hours, the employer and employee may mutually agree to waive the meal period requirement.

3. A second meal period is required if an employee works more than ten (10) hours per day unless the work period is less than twelve (12) hours, then the second meal period may be waived by mutual consent, if the first meal period has not been waived.

4. Meal periods are unpaid - if truly "duty-free."

   a. For a meal period to be "duty-free" the employer cannot require that an employee perform any duties while on a meal break.

   b. An "on-duty" meal period is only permitted when the nature of the work prevents an employee from being relieved of all duties and when the employer and employee have a written agreement.

   c. If an employer requires an employee to remain at the work site or facility during the meal period, the meal period must be compensated.

5. If an employer fails to provide a meal period, the employer must pay one (1) additional hour of pay at the employee's regular rate of pay.

6. This additional hour is not counted for purposes of overtime calculations.

B. Rest Periods

1. Employers are required to "permit and authorize" each employee to take at least a ten (10) minute **paid** break for each four (4) hours worked (or major fraction thereof).

2. If an employee works three and one-half (3 ½) hours or less, it is not required that a break be given to that employee.

3. Breaks should be given to employees as near to the middle of the four (4) hours segment of time as is practical.

4. If an employer fails to provide a rest period, the employer must pay one (1) additional hour of pay at the employee's regular rate.

5. This additional hour is not counted for purposes of overtime calculations.

C. Rest & Meal Period Policies

1. Employers should prepare a policy that identifies that the employees have a right to take a rest and meal breaks required by law and that if the employee perceives that they are not being provided with the required breaks that they can complain.

2. Employers should also require that employees who sign time cards or time sheets sign a certification that they have been allowed the opportunity to take all required breaks during the work week and certify that they have taken such breaks.

D. Penalty for Failure to Provide Rest & Meal Periods

1. On April 16, 2007, the California Supreme Court issued one of its most important decisions affecting the cost of doing business in California for employers. In Murphy v. Kenneth Cole Productions, Inc., the Supreme Court determined that the "one additional hour of pay" for failing to provide a proper meal (30 minute minimum) or rest period (10 minute minimum) was a wage and not a penalty. The distinction is significant when one considers that the statute of limitations for a penalty is only one (1) year, while the limitation period for a wage is three (3) years. Thus, the potential exposure for past meal and rest period violations has just TRIPLED as a result of this decision.

2. As an additional unintended consequence, if an employee is not compensated for all missed meal and rest periods at the time of separation, there is potential exposure for "waiting time" penalties under Labor Code, Section 203.

3. An employer's best defense against rest-period claims is a well-drafted policy authorizing and permitting compliant rest breaks of at least 10 minutes every four hours worked. This policy should also be reiterated through the timekeeping system in place.

4. Managers must be trained not to interfere with employees' meal or rest periods. Employers also may wish to implement an acknowledgment on the time sheet under which the employee certifies that he or she was permitted to take all authorized meal and rest periods. Although not necessarily dispositive, the employee's certification may be evidence of compliance.

5. Finally, employers should undertake a wage-hour audit of their practices to identify potential vulnerabilities and take appropriate corrective action. Because such audits may be evidence in future wage-hour class actions, employers should take steps to ensure documentation created as part of the audit is protected by the attorney-client privilege or work-product doctrine.

6. This case should establish to all California employers that compliance with wage-and-hour laws requires a commitment from the entire organization - from top-level management to human resources professionals to front-line managers, foreman or leads. The time necessary to draft and implement proper procedures will be more than offset by reduced exposure.

V. Deductions from Employees' Pay

A. An employer can lawfully withhold amounts from an employee's wages in the following situations:

1. When required or empowered to do so by state or federal law;

2. When a deduction is expressly authorized in writing by the employee to cover insurance premiums, benefit plan contributions or other deductions not amounting to a rebate on the employee's wages; or

3. When a deduction to cover health, welfare or pension contributions is expressly authorized by a wage or collective bargaining agreement.

B. Limits On Lawful Deductions -

1. No deduction may be made from an employee's wages which would reduce the employee's earnings below the required minimum wage or overtime compensation.

2. Employers may not avoid minimum wage and overtime requirements by having the employee reimburse the employer in cash for the cost of a deductible item in lieu of deducting the cost from the employee's wages.

C. Wage Garnishments - although a lawful deduction, an employer cannot discharge an employee because a garnishment of wages has been threatened or if the employee's wages have been subjected to **ONE** garnishment for the payment of one judgment.

D. Case Shortage/Breakage/Loss of Equipment - The ability of employers to deduct amounts from an employee's wages due to cash shortage, breakage, or loss of equipment is specifically regulated by the Industrial Welfare Commission Orders and limited by court decisions.

E. Deductions Upon Termination - Balloon payment on separation of employment to repay employee's debt to employer is an unlawful deduction even where the employee authorized such payment in writing

F. Deductions for Salary Advances In Error - It is unlawful to deduct from current payroll for past salary advances that were in error.

G. Other payroll deductions that are unlawful include:

1. Gratuities: An employer cannot collect, take, or receive any gratuity given or left for an employee, or deduct any amount from wages due an employee on account of a gratuity given or left for an employee.

2. Photographs: If an employer requires a photograph of an applicant or employee, the employer must pay the cost of the photograph.

3. Bond: If an employer requires a bond of an applicant or employee, the employer must pay the cost of the bond.

4. Uniforms: If an employer requires a uniform to be worn by an employee, the employer must pay the cost of the uniform.

5. Expenses: An employee is entitled to be reimbursed by his or her employer for expenses or losses incurred in direct consequence of the discharge of the employee's work duties.

6. Medical Examinations: An employer cannot require an employee or applicant to pay for a medical examination or deduct from an employee's wages the cost of a medical examination taken as a condition of employment or required by any state or federal law.

VI. Uniforms

A. Employers are required to purchase any required uniform or tools for employees.

B. The FLSA does not allow uniforms, or other items which are considered to be primarily for the benefit or convenience of the employer, to be included as wages. Thus, an employer may not take credit for such items in meeting his/her obligations toward paying the minimum wage or overtime.

C. If an employer requires an employee to wear clothing and accessories of a distinctive design, or if an employer has a policy that an employee can only wear their label or product, then the California Labor Commissioner will take the position that such clothing is a uniform and the employer will be required to pay for the clothes and their maintenance.

VII. Itemized Statements

A. Federal Standard - The Fair Labor Standards Act (FLSA) does require that employers keep accurate records of hours worked and wages paid to employees. However, the FLSA does not require an employer to provide employees pay stubs.

B. California Requirements on Statement of Wages - At the time that employees are paid, the employer must provide each employee with a written, detachable or separate, itemized statement that contains the following information:

1. Gross wages earned;
2. Total hours worked (if the employee's compensation is based on an hourly wage);
3. All deductions (deductions that are authorized by the employee may be aggregated and shown as one item);
4. Net wages earned;
5. The inclusive dates of the pay period;
6. Name of the employee and last four digits of his or her social security number or ID number;
7. Name and address of the employer (legal entity);
8. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece rate basis; and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

C. These itemized statements must be recorded in ink or other indelible form and a copy maintained by the employer for at least three years.

D. In addition to the statement of wages, the employer must maintain comprehensive records

showing employees' names, addresses, occupations, social security numbers and ages of all minors.

E. At a central location in the state or at the establishment at which the employees work, the employer must keep payroll records showing the hours worked each day and the wages paid to each employee and keep those records for a period of three (3) years.

F. Penalty for Failure to Maintain or Provide Itemized Statements -

1. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with the requirement of providing an itemized statement is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

2. Labor Code 226.3 - Any employer who does not comply with the requirements of providing an itemized statement shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required records.

VIII. Inspection of Payroll Records

A. Right to Access Payroll Records

1. An employer shall afford current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer.

2. The employer may take reasonable steps to assure the identity of a current or former employee.

3. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee.

B. Procedure

1. An employer who receives a written or oral request to inspect or copy records shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

2. A violation is an infraction.

3. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation.

4. An employer may designate the person to whom a request will be made.

C. Penalties

1. A failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former

employee or the Labor Commissioner to recover a seven hundred fifty dollar ($750) penalty from the employer.

2. An employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees.

D. Right to Access Personnel Records

1. All current and former employees have the right to inspect, at a reasonable time, their personnel files that are used or have been used to determine the employee's qualifications for employment, promotion, additional compensation, termination or other disciplinary action.

2. As set forth in Section I above, employers are required to permit an employee to inspect or copy records maintained which provide payroll information.

3. If an employee or applicant signs any document relating to obtaining or holding employment, the employer must provide the employee or applicant a copy of the document.

4. All employers must provide employees or their representatives access to accurate records of employee exposure to potentially toxic materials or harmful physical agents.

5. Employment records may be subpoenaed from a current employer by a third party or from a former employer.

   a. If employment records are subpoenaed, the employee must be notified and has the right to object to production of the records.

   b. Members of the Industrial Welfare Commission and employees of the Division of Labor Standards Enforcement must be allowed free access to the place of business or employment in order to obtain information or make an investigation.

IX. Record Retention

A. Introduction

1. Numerous state and federal laws require employers to maintain various employment records. Unfortunately, many of the state and federal requirements are not uniform. The time periods vary depending on the type of record and the reason for the retention.

2. Examples - For example, job applications, resumes, employment referral records and other job inquiry information must be maintained for only one year following an employee's termination of employment under Title VII, the ADA and Age Discrimination In Employment Act ("ADEA"), but two years under California's Fair Employment Housing Act ("FEHA").

B. Job applications, resumes, employment referral records and other job inquiry information must be maintained for:

1. Applications -

a. One Year - Title VII, the ADA and Age Discrimination In Employment Act ("ADEA")

b. Two Years - California's Fair Employment Housing Act ("FEHA") and certain government contractors.

2. Records related to hiring/personnel action -

a. One year (from date of hire or personnel action) - Under Title VII and the ADA, ADEA

b. INS Form I-9s must be maintained for three years from the date of receipt or one year after the termination of employment, whichever is longer.

C. Personnel Files

1. Must be maintained for at least two years after the employment is terminated.

2. If complaint filed with the California Department of Fair Employment and Housing (DFEH), these records must be kept until the case is closed.

3. **CONTENTS OF PERSONNEL FILES**: Labor Commissioner takes the position that "personnel records" are those that have been used to determine the employee's qualifications for employment, promotion, additional compensation, termination or other disciplinary actions. Other records need not be included in the personnel file.

4. The following are specific examples of documents that fit in the general category of personnel records:

   a. Application for employment

   b. Application for re-employment

   c. Payroll authorization form (hiring agreement)

   d. Change orders in records, compensation, dates of hire, seniority, or other changes of status

   e. Notices of commendation, warning, discipline, or termination

   f. Notices of layoff, leave of absence, and similar matters

   g. Wage attachment or garnishment notices

   h. Notices of union requirements, membership, dues checkoff, etc.

   i. Education and training notices and records

   j. Job restrictions based on medical necessity and useful to supervisors (Information should not identify any specific medical condition.)

   k. Test results

   l. Performance appraisal or interview evaluation ratings

   m. Attendance and absence records

   n. Promotion recommendations

   o. Production and quality records (individual) (This includes only records which determine employee status, promotion or discipline.)

   p. Records of grievances affecting employment status

   q. Investigation of DFEH or EEOC matters (attorney work product or communication is excluded.)

r. Unfair labor practice matters (attorney work product or communication is excluded.)

s. Medical records affecting employment status (Insurance records do not fit in this category unless they are used to determine an employee's status.) These include medical releases to return to work and disability notices.

t. Records comparing employee with other employees, e.g. ratings, etc.

5. **Inspection of Personnel Files by Employees**: Labor Code, Section 1198.5, and Policies of the Department of Labor Standards Enforcement determine access to company personnel files by "employees."

a. The employee has the right to inspect only those categories of records specified above. You may withhold records of criminal offense investigations, letters of reference, or ratings, reports, or records that were a) obtained prior to the employee's employment, b) prepared by identifiable examination committee members, or c) obtained in connection with a promotional examination. The employer is not required to provide copies of records other than those specified in Labor Code, Section 432, or other laws or orders. Labor Code, Section 432, defines such records as "any instrument relating to obtaining or holding employment" which the employee signs. Taking of notes is permitted with respect to the remaining items in the file.

b. The employer has the right to protect his files from loss, damage or alteration to ensure the integrity of the files. The employer may require inspection of the personnel files in the presence of a designated official.

D. Payroll Records

1. One Year - Title VII requires documents concerning rates of pay and other terms of compensation to be maintained for one year.

2. Two Years - California law requires that records showing the names and addresses of all employees, the ages of minor employees, daily hours worked and wages paid to all employees be maintained for two years.

3. Three Years - California law also requires that records related to deductions made from an employee's wages, show the month, day and year of the deduction (in an indelible format) and must be retained for three years.

4. Three Years - Federal Fair Labor Standards Act ("FLSA") and ADEA. The federal Family and Medical Leave Act ("FMLA"), requires employers to maintain basic payroll related documents for three years.

E. Tax Records

1. Four Years - For federal income tax purposes, employers must maintain the following records for four years for each employee:

   a. The employee's name, address, account number, total payments made and date of each payment;

   b. The period of the employee's service;

   c. The total remuneration constituting wages which are subject to withholding;

   d. Collected taxes;

   e. Explanation(s) for any difference between remuneration and taxable income;

   f. The fair market value of any non-cash remuneration;

   g. An IRS Form W-4, documentation concerning the employee's tax status.

2. Six Years - California has a six year statute of limitations for tax related records.

F. Benefit Information

1. One Year - Under the ADEA, documents related to retirement, pension and insurance plans must be maintained for one year.

2. Three Years - The FLSA requires that pension plan and trust documents be maintained for three years.

3. Six Years - The federal Employee Retirement Income Security Act ("ERISA"), has a six year record retention rule for records from which a plan description, report, or certified information filed under ERISA can be verified, explained or checked for accuracy.

4. Indefinite - Records needed to determine plan benefits due or which may become due must be retained indefinitely.

G. Workplace injuries and illnesses

1. Annual - OSHA requires an annual "Log and Summary of Occupational Injuries and Illnesses"

2. Five Years -

a. The OSHA log and annual summary must be retained for five years beyond the year for which such records relate.

b. In the event an employer acts as its own claim administrator, California law requires retention for five years of various workers' compensation forms, medical reports, orders, records of payments, estimates of future payments, notices to employees, and copies of applications of adjudication filed with the Workers' Compensation Appeals Board.

H. Family and Medical Leave Records

1. Two Years - California's Family Rights Act and pregnancy discrimination law.

2. Three Years - Employers subject to the FMLA (50 or more employees).

I. Unemployment Insurance Records

1. Four Years - For federal unemployment tax purposes, employers must maintain records for four years reflecting the following information for each employee:

a. The total remuneration paid to the employee;

b. The remuneration constituting wages subject to federal unemployment tax;

c. Contributions paid into the state unemployment system; and

d. Unemployment tax information required to be reflected on the employer's tax return.

2. Four Years - For California state unemployment insurance tax purposes, employers must maintain for four years the following records:

a. The employee's name, social security number, date hired, rehired or returned to work;

b. The period covered by payroll;

c. The wages paid to the employee, including a separate showing of cash wages, the cash value of non-cash wages, and special payments such as prizes and bonuses; and

d. Other information which would enable the employer to determine the total wages earned by the employee on a weekly basis.

J. Administrative Proceedings and Litigation Records

1. Retention of records related to an administrative investigation or charge, or a lawsuit, may require maintaining records beyond the date(s) required by law.

2. The failure to retain records which relate to an administrative proceeding or a lawsuit can have severe consequences.

a. For example, the intentional destruction of documents relevant to a proceeding is a criminal offense.

b. Persons who intentionally or negligently destroy relevant records can be subject to sanctions and the imposition of adverse evidentiary findings.

3. Implement a proper document destruction policy which will prevent the destruction of documents which are relevant to an administrative or judicial proceeding. If a complaint is filed against an employer, the employer must retain and preserve these records and files until the complaint is fully and finally disposed of, including all appeals.

K. Electronic Storage - With the advance of technology, some employers have resorted to recording employee records in an electronic format through some form of imaging. This serves the purpose of eliminating bulky paperwork and allows for permanent retention. While it is not necessary to keep all employee files on paper once they have been converted to an electronic format, it is necessary to keep documents that contain employee signatures at least for the time periods specified above.

L. Disposal - In December 2003, President Bush signed the Fair and Accurate Credit Transactions (FACT) Act, which amended the Fair Credit Reporting Act. One of the requirements of this new law is effective June 1, 2005.

1. This new requirement states: "[a]ny person who maintains or otherwise possesses consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to use of the information in connection with its disposal."

2. "Consumer information" is defined as "any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report." Consumer information also means a "compilation of such records." It does not include information "that does not identify individuals, such as aggregate information or blind data." Information that will be considered to comprise a consumer report will include, but is not limited to, social security numbers, drivers' license numbers, medical information or records, names, phone numbers, and addresses, bank account numbers, insurance information, and any information could identify an individual and which is generally kept private or confidential.

3. "Disposal" includes (1) the discarding or abandoning of consumer information or (2) the sale, donation, or transfer of any medium, including computer equipment, on which consumer information is stored.

4. Employment documents that contain any confidential information about an employee should be shredded or burned in order to comply with the new requirement. Likewise, any records or information that is contained on computer hard drives or other electronic storage (e.g., disks, flash drives, servers, etc.) should be destroyed or removed in such a manner as to make it unrecoverable, especially if the computer or electronic storage medium is going to be sold, given away, or donated.

5. The purpose of this new requirement is to guard against such practices as "dumpster-diving," which is a common method by which identity thieves seek to obtain confidential information about individuals.

6. The following are good practices to follow in order to comply with this new requirement as well as other state and federal privacy laws which are already effective (such as HIPAA's Privacy Rule):

    a. Shred or burn all hardcopy data which contains private or confidential information concerning an employee;

    b. Have a professional technology expert overwrite or erase hard drives which contain private or confidential data concerning an employee before the hard drive is disposed of or sold, donated or given away. In some instances, it may be prudent to physically destroy the hard drive or other electronic storage device.

    c. Limit access to confidential employee information to certain key employees such as the human resources manager or health plan administrator.

d. Maintain employee records which contain sensitive and confidential employee information (such as medical information, background check information, investigative reports, etc.) in separate files and not in the employee's personnel file.

e. Make sure that any vendor you contract with to store or destroy your company's documents comply with this new requirement.

SEMI-MONTHLY TIME SHEET FOR:

Full Name: _____
Address: _____
_____
Phone No.: _____

Pay Period _____, 20____ through _____, 20____
Soc. Sec. No.: _____

REGULAR TIME (FILL IN TIME IN & OUT)					OVERTIME (FILL IN TIME IN & OUT)		BREAKS (CHECK OFF EACH)		TOTAL HOURS	
Date	**In**	**Out**	**In**	**Out**	**In**	**Out**	**✓**	**✓**	**Regular**	**O.T.**

OT Approval:

TOTALS		
Regular/OT Hours		
Vacation Hours		
Holiday Hours		
Sick Pay Hours		
TOTAL		

I certify that I have provided complete and accurate information in completing this time sheet. I also certify that I have taken all meal periods required by law. I understand that it is against company policy to provide false or incomplete information on time sheets.

_____ _____
Employee Signature Date

_____ _____
Supervisor Signature Date

MEAL PERIOD WAIVER

I recognize that in California, an employer may not employ an employee for a work period of more than five hours per day without providing the employee with an unpaid meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. I,_____, do hereby agree to waive the required meal period when my workday is no more than six (6) hours. I understand that I will receive my normal hourly wage rate throughout the workday. I also understand that this agreement is not applicable to situations where I work more than six (6) hours in a workday. I acknowledge that I may revoke this agreement at any time, in writing.

Dated:_____ _____

Employee

Dated:_____ _____

Employer

SECOND MEAL PERIOD WAIVER

It is the policy of the Company that each employee is entitled to an unpaid meal period of thirty (30) minutes, if the employee works more than ten (10) hours in a work day.

The law allows me and my employer to agree to waive the second scheduled meal period, if I do not work more than twelve (12) hours in a work day.

I voluntarily agree with my employer to waive the second meal period when I work more than ten (10 hours, but do not work more than twelve (12) hours a day. By waiving the second meal period, I understand that I am not entitled to a second uninterrupted thirty (30) minute unpaid meal period in the workday. I further understand and agree that if I work more than twelve (12) hours in any work day, I will receive a second meal period.

I understand that this agreement will be valid until revoked. I understand that this second meal period waiver is not a guarantee that I will work more than ten (10) hours in any work day.

I further understand that I can revoke this second meal period waiver at any time.

By signing below, I acknowledge that I have read this agreement and waiver, fully understand it, and voluntarily agree to its provisions.

Dated:_____ _____

Employee

Dated:_____ _____

Employer