

# **Meal and Rest Break Waiver Agreement**

*(Covered Employees under RCW 49.12.480 – Effective January 1, 2026)*

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## **1. Purpose**

This Waiver Agreement is executed pursuant to:

- RCW 49.12.480
- SHB 1879 (Effective January 1, 2026)
- RCW 49.12.483
- Applicable Collective Bargaining Agreements

This agreement allows covered employees and WhidbeyHealth to voluntarily waive certain meal and/or rest break timing requirements as permitted by law.

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## **2. Covered Employee Definition**

This waiver applies only to employees who:

- Are employed by WhidbeyHealth (licensed under RCW 70.41);
- Perform direct patient care activities or clinical services; and
- Receive an hourly wage or are covered by a Collective Bargaining Agreement.

Employees who do not meet these criteria may not waive rest break timing requirements.

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## **3. Summary of Standard Meal & Rest Break Requirements**

Under Washington law:

- A 30-minute uninterrupted meal period is required for shifts greater than five (5) hours.
- The first meal period must begin between the second and fifth hour of work unless timing is voluntarily waived as permitted by law.
- Additional meal periods are required every five (5) hours worked thereafter.
- A 10-minute uninterrupted paid rest period is required for every four (4) hours worked. (A 15-minute uninterrupted break is required by the WSNA CBA.)
- Breaks must be uninterrupted except in unforeseeable clinical or emergent circumstances.
- Entire rest periods may not be waived.
- Break duration may not be shortened.

Timing requirements may only be modified through voluntary waiver consistent with RCW 49.12.480. Note: stacking of meal and rest periods is not permitted.

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#### **4. Waiver Options (Initial as Applicable)**

##### **Initials**

\_\_\_\_\_ **Waiver of Second and/or Third Meal Period(s) (Initial all that apply)**

(For shifts eight (8) hours or longer.)

\_\_\_\_\_ Second meal period

\_\_\_\_\_ Third meal period

\_\_\_\_\_ **Waiver of Timing Requirement – Meal Period(s) (Initial all that apply)**

(Provided the first meal period begins no earlier than the third hour of work and no later than the second-to-last hour of the scheduled shift.)

\_\_\_\_\_ First meal period

\_\_\_\_\_ Second meal period

\_\_\_\_\_ Third meal period

\_\_\_\_\_ **Waiver of Timing Requirement – Rest Period(s) (Initial all that apply)**

(Employee acknowledges that the rest period itself may not be waived and must remain uninterrupted.)

\_\_\_\_\_ First rest period

\_\_\_\_\_ Second rest period

\_\_\_\_\_ Third rest period

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#### **5. Legal Protections**

- This waiver must be agreed to in advance of the scheduled shift to which it applies, and shall be completed at least every six months (January and June).
- This waiver is voluntary and not a condition of employment.

- This waiver may be revoked at any time by the employee or employer, with notice verbally or in writing prior to the affected rest and/or meal period. (No retroactive revocations will be accepted.)
    - In the event an employee revokes this waiver, a new waiver form will need to be executed for any future waivers following the revocation.
  - No employee shall be subjected to intimidation, coercion, retaliation, or adverse action for exercising rights under RCW 49.12.480.
  - Employees must accurately record and attest to their meal and rest periods.
  - Properly waived meal periods will be reported as waived and not counted as missed in quarterly compliance reporting.
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## **6. Documentation & Reporting**

- This waiver shall be documented in writing or electronic format.
  - This waiver will be recorded in WhidbeyHealth's electronic information management/timekeeping system (e.g., UKG).
  - Waived meal and rest periods will be included in quarterly L&I compliance reports as required by law.
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## **7. Collective Bargaining Acknowledgment**

This form has been agreed upon by WhidbeyHealth and the applicable bargaining representative.

Employees are advised that the applicable Collective Bargaining Agreement may provide rights in addition to statutory minimum requirements.

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## **8. Employee Acknowledgment**

I acknowledge that:

- I understand my statutory meal and rest break rights.
  - I understand that I may revoke this waiver at any time.
  - I am signing voluntarily and without coercion.
  - This waiver applies beginning the next scheduled shift following signature unless otherwise specified.
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Employee Name: \_\_\_\_\_

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

Department: \_\_\_\_\_

Date: \_\_\_\_\_

Employer Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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**Revocation of Waiver:**

By signing below, I am revoking the above waiver form, effective as of \_\_\_\_\_  
[enter date].

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

Department: \_\_\_\_\_

Date: \_\_\_\_\_