



Stephen J. Wampler Foundation  
It's About What You CAN Do!

## On-Duty Meal Period Agreement

This agreement is entered into between The Stephen J. Wampler Foundation ("Company") and the employee named below ("Employee") pursuant to California Labor Code requirements and applicable Industrial Welfare Commission Wage Orders.

### 1. NATURE OF WORK REQUIREMENT

Employee acknowledges that the nature of their work prevents them from being relieved of all duties during meal periods because:

The Employee has sole responsibility for campers requiring continuous supervision; and/or

The Employee works in a position where leaving the work area unattended would create safety hazards; and/or

The Employee is the only person on duty and operations cannot cease.

### 2. ON-DUTY MEAL PERIOD TERMS. Both parties agree to the following:

- Employee will work an on-duty meal period of at least 30 minutes during shifts exceeding 5 hours
- Employee will be paid for all time during the meal period at their regular rate of pay
- Employee may eat while performing their assigned duties
- Employee will remain available to respond to work-related needs during the meal period
- Company will provide reasonable opportunity for Employee to consume food during this period

### 3. REVOCATION RIGHTS

Employee understands and acknowledges:

- This agreement is voluntary and Employee is not required to accept on-duty meal periods
- Employee may revoke this agreement at any time by providing written notice to Company

- No retaliation will occur if Employee chooses to revoke this agreement
- Upon revocation, Company will make reasonable efforts to provide duty-free meal periods or adjust scheduling

#### **4. COMPENSATION**

Employee will be compensated at their regular rate for all time during on-duty meal periods. This time will be counted as hours worked for purposes of overtime calculations.

#### **5. COMPLIANCE WITH LAW**

This agreement complies with:

- California Labor Code Section 512
- Applicable Industrial Welfare Commission Wage Orders
- California Code of Regulations Title 8

#### **7. ACKNOWLEDGMENT AND SIGNATURES**

##### **EMPLOYEE ACKNOWLEDGMENT:**

I have read and understand this agreement. I voluntarily agree to work on-duty meal periods under the terms described above. I understand my right to revoke this agreement at any time with written notice.

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee Printed Name:** \_\_\_\_\_

##### **EMPLOYER ACKNOWLEDGMENT:**

Company acknowledges that the nature of Employee's work prevents relief from all duties during meal periods and agrees to compensate Employee for on-duty meal periods as required by law.

**Employer Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employer Representative Name & Title:** Stephen J. Wampler, CEO & Founder