



On Duty and Off Duty Meal Period Agreement

An on-duty meal break is permitted only when the nature of the work prevents an employee from being relieved of all duty, must be agreed to in writing by you and your manager, must be paid and can be revoked at any time by the employee.

I agree and understand that there may be days of my employment at _____, when the nature of the work may prevent me from being relieved of all Duty during the meal period. On those days I agree and consent to taking an on-duty meal period which shall be compensated at my normal rate of pay. I understand that I may, in writing, revoke this agreement at any time.

I further agree that on days where I will be working more than 6 hours, and the nature of the work does not prevent me from doing so, I will clock out for an off-duty meal period of not less than 30 minutes. I also agree that my off-duty meal period will be taken before the end of the 5th hour of work of my shift in compliance with federal and state Wage and Hour Law.

Employee Name: _____

Employee Signature: _____

Date: _____