

CALIFORNIA MEAL/REST PERIOD AGREEMENT

For the mutual consideration contained herein, _____, Franchisee of the 7-Eleven store, in order to meet the requirements of the laws governing employees' meal/rest periods as set forth by the Fair Labor Standards Act (F.L.S.A.) and the State of California, Industrial Welfare Commission's Order No.7-80, sections 11 and 12 (now superseded by wage order No. 7-98, Cal. Code Regs., tit. 8, § 11070), and, (the "Employee") an employee of _____, (hereafter referred as 7-Eleven) do hereby agree as follows;

1. 7-Eleven will allow the Employee, while his/her work period exceeds five(5) hours to have a thirty (30) minute meal period (the "Meal Period") while on duty.
2. 7-Eleven will allow the Employee, while his/her work period exceeds four (4) hours to have a ten (10) minute rest period (the "Rest Period") for each four (4) hours worked while on duty.
3. 7-Eleven will pay the employees for those Meal/Rest Periods which are taken on duty. "On Duty" is hereby defined as non-relieved work periods.
4. The Employee agrees to serve customers and/or maintain control of the audit situation during the Meal/Rest Periods and understands that he/she will not be relieved of work duties during these periods.

IN WITNESS WHEREOF, the parties hereto agree, by signing this agreement, to the provisions outlined above.

Employee's Signature

Date

Print Name _____

Representative 7-Eleven

Date

Print Name _____