

EMPLOYEE ACKNOWLEDGEMENT

Section 1 - Copies of the following completed documents must be completed within 72 hours of hire date. Originals must be retained by your Company at your location.

- ☐ Employee Acknowledgement Form
- ☐ Employee Information Sheet - for Payroll Setup
- ☐ Employee Voluntary Self-Identification Form
- ☐ W-4 Form - for Federal Tax Withholding
- ☐ I-9 Form - for Immigration Compliance
- ☐ Direct Deposit Form, if applicable
- ☐ Wage Theft Prevention Act Notification (CA Hourly Employees Only), if applicable
- ☐ Workers' Compensation Pre-Designation Form, if applicable
- ☐ At-Will Acknowledgement
- ☐ Meal and Rest Period Acknowledgement
- ☐ Unlawful Harassment Acknowledgement and Policy
- ☐ Alternative Dispute Resolution Acknowledgement

In order for payroll to process paperwork, you must bring proper documentation supporting your eligibility to work in the United States (e.g., social security card, Driver's License, Work Permit).

Section 2 - The following brochures are to be retained by the employee for their records.

- ☐ Alternative Dispute Resolution Policy
- ☐ American Arbitration Association Rules and Regulations
- ☐ Sexual Harassment – The Facts About Sexual Harassment
- ☐ Electronic PayStub Notification Form
- ☐ Paid Family Leave Information (DE 2511)
- ☐ Disability Insurance Provisions (DE 2515)
- ☐ Earned Income Tax Credit Notice
- ☐ WC - Time of Hire Pamphlet

Please sign below indicating that you have received all the items listed above. A copy of this acknowledgement will be retained in your personnel file.

Employee's Signature

Date

Employee's Name (Printed)

Company Name

EMPLOYEE INFORMATION SHEET

Employee Information (To be completed by employee)	Employee Name: First Name: Last Name: Middle Initial: Nick Name:				
	Gender ☐ M ☐ F		Date of Birth (MM/DD/YY) / /		Social Security Number - -
	Present Address			Home Phone Number () -	
	City	State	Zip Code	Alternative Phone Number () -	
	Alternate/W2 Address (If different from above)			Fax Number () -	
	City	State	Zip Code	E-Mail	
	Emergency Contact: First Name: Last Name:				
	Relationship			Phone Number () -	
	Employee's Signature			Date	
Employment Information (To be completed by Supervisor)	Hire Date:		Job Title:		
	Pay Type: ☐ Full Time ☐ Part Time ☐ Temporary ☐ On-call		Pay Rate: ☐ Hourly \$ _____ ☐ Salary \$ _____		Supervisor Signature: Date:

EMPLOYEE VOLUNTARY SELF-IDENTIFICATION FORM

First Name

Middle

Last Name

Company

Hire Date (MM/DD/YYYY)

Our Company is an Equal Employment Opportunity Employer and complies with applicable federal laws and implementing regulations, which require the collection and recording of certain data/information. In that regard, we ask that you consider voluntarily providing the information set forth below. Please note that the information received will not be used to make any decision regarding your employment and will be kept separate from your personnel file.

Please be advised that submission of this information is strictly voluntary and your refusal to provide the information requested below will not subject you to any adverse action.

Sex:

CHECK ONE

1. Are you Male or Female?

☐ Male

☐ Female

Race:

CHECK ONE

2. Are you Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race)?

☐ Yes

☐ No

If Yes, go to question 4 under Military Status. If no, go to question 3.

3. Are you?

CHECK ONE

a. White (Non-Hispanic or Latino):

A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

☐ White

b. Black or African American (Non-Hispanic or Latino):

A person having origins in any of the black racial groups of Africa.

☐ Black or African American

c. Native Hawaiian or other Pacific Islander (Non-Hispanic or Latino):

A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

☐ Native Hawaiian or Other Pacific Islander

d. Asian (Non-Hispanic or Latino):

A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

☐ Asian

e. American Indian or Alaskan Native (Non-Hispanic or Latino):

A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

☐ American Indian or Alaskan Native

f. Two or More Races (Non-Hispanic or Latino):

All persons who identify with more than one of the above races, excluding those who identify themselves as Hispanic or Latino.

☐ Two or More Races

Military Status:

CHECK ONE

4. Are you, or were you ever in the U.S. Military?

☐ Yes

☐ No

a. If Yes, check one below:

☐ Special Disabled Veteran

☐ Veteran of the Vietnam Era

☐ Other Eligible Veteran who served on active duty during a war, campaign, or expedition for which a campaign badge has been authorized.

b. Please write dates of active duty _____

Signature _____

Date _____

Definitions of the terms "Special Disabled Veteran," "Veteran of the Vietnam Era" and "Other Eligible Veteran"

- "Special Disabled Veteran" means: (A) a veteran who is entitled to compensation (or who, but for the receipt of military retired pay, would be entitled to compensation) under laws administered by the Department of Veterans' Affairs for a disability (i) rated at 30 percent or more, or (ii) rated at 10 or 20 percent in the case of a veteran who has been determined under Section 3106 of Title 38, U.S.C. to have a serious employment handicap or (B) a person who was discharged or released from active duty because of a service-connected disability.
- "Veteran of the Vietnam-Era" means a person who: (A) served in the military, ground, naval or air service of the United States on active duty for a period of more than 180 days, and was discharged or released from there with other than a dishonorable discharge, if any part of such active duty occurred: (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (ii) between August 5, 1964, and May 7, 1975, in all other cases; or (B) was discharged or released from active duty for a service-connected disability if any part of such active duty was performed (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (ii) between August 5, 1964, and May 7, 1975, in all other cases.
- "Other Eligible Veteran" means a veteran who served in the military, ground, naval, or air service of the United States on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. (To identify the campaigns or expeditions that meet this criterion, contact the Office of Personnel Management (OPM) and ask for the OPM VETS Guide, Appendix A. A local OPM telephone number may be found in the telephone book under Federal Government or consult Directory Assistance for your area code for the nearest OPM location. For those with Internet access, the information required to make this determination also is available at <http://www.opm.gov/veterans/html/vgmedal2.htm>).

NOTICE TO EMPLOYEE

Labor Code section 2810.5

Effective January 1, 2012, California Labor Code section 2810.5(a) requires that the following information be provided to each employee at the time of hire in the language the employer normally uses to communicate employment-related information. Exceptions to this requirement are indicated on the next page.
This notice is available in other languages at www.dir.ca.gov/DLSE.

Employee Name:	Start Date:
Company Legal Name:	Company Mailing Address (if different from physical address):
Company DBA:	Mailing Address 2:
Address 1:	City, State, Zip:
Address 2:	
City, State, Zip:	
Phone:	
☐ Sole Proprietor ☐ S-Corp. ☐ Limited Liability Corp. ☐ Limited Liability Partnership ☐ Not For Profit ☐ C-Corp. ☐ Church Organization ☐ Limited Partnership ☐ Joint Venture	

WAGE INFORMATION

Pay Rate By:					
☐ Hour ☐ Piece Rate ☐ Commission (Non-Exempt Only)					
Pay Rate:		Overtime Rate:		Doubletime Rate:	
Alternative Pay Rate 1 (if applicable):	Alt. Rate 1 Overtime:	Alt. Rate 1 Doubletime:	Alternative Pay Rate 3 (if applicable):	Alt. Rate 3 Overtime:	Alt. Rate 3 Doubletime:
Alternative Pay Rate 2 (if applicable):	Alt. Rate 2 Overtime:	Alt. Rate 2 Doubletime:	Alternative Pay Rate 4 (if applicable):	Alt. Rate 4 Overtime:	Alt. Rate 4 Doubletime:

Does a written agreement exist providing the rate(s) of pay? (check box) ☐ Yes ☐ No

If yes, are all rate(s) of pay and bases thereof contained in that written agreement? ☐ Yes ☐ No

Additional basis for compensation including any credits or "allowances" taken against minimum wage (including meal or lodging):

Regular Pay Day:

HUMAN RESOURCES PARTNER**WORKERS' COMPENSATION**

Business Name: CPE HR, Inc.	Workers' Compensation Carrier Name:
Business Type: PEO	Address 1:
Address: 9000 Sunset Blvd., Suite 900	Address 2:
City, State, Zip: West Hollywood, CA 90069	City, State, Zip:
Phone: 310-270-9800	Phone:
	Workers' Compensation Policy No.:

**ACKNOWLEDGEMENT OF RECEIPT
(Optional)**

Employee's Name (Printed)

Employer's Name (Printed)

Employee's Signature

Employer's Signature

Date

Date

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes.

This Notice is NOT required if (a) you are directly employed by the state or any political subdivision thereof, (b) you are an employee who is exempt from the payment of overtime wages by statute or wage order, or (c) you are covered by a collective bargaining agreement that expressly provides for wages, hours of work and working conditions, and provides for premium wage rates for all overtime worked.

The full text of Labor Code section 2810.5 may be found at www.leginfo.ca.gov/calaw.html. Check "Labor Code" and search for "2810.5" in quotes.

The employee's signature on this notice merely constitutes acknowledgement of receipt. In accordance with an employer's general recordkeeping requirements under the law, it is the employer's obligation to ensure that the employment and wage-related information provided on this notice is accurate and complete. Furthermore, the employee's signature acknowledging receipt of this notice does not constitute a voluntary written agreement as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.

PREDESIGNATION OF PERSONAL PHYSICIAN

In the event you sustain an injury or illness related to your employment, you may be treated for such injury or illness by your personal medical doctor (M.D.), doctor of osteopathic medicine (D.O.) or medical group if:

- Your employer offers group health coverage;
- The doctor is your regular physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician-gynecologist, or family practitioner, and has previously directed your medical treatment, and retains your medical records;
- Your "personal physician" may be a medical group if it is a single corporation or partnership composed of licensed doctors of medicine or osteopathy, which operates an integrated multispecialty medical group providing comprehensive medical services predominantly for non-occupational illnesses and injuries;
- Prior to the injury your doctor agrees to treat you for work injuries or illnesses;
- Prior to the injury you provided your employer the following in writing: (1) notice that you want your personal doctor to treat you for a work-related injury or illness, and (2) your personal doctor's name and business address.

You may use this form to notify your employer if you wish to have your personal medical doctor or a doctor of osteopathic medicine treat you for a work-related injury or illness and the above requirements are met.

NOTICE OF PREDESIGNATION OF PERSONAL PHYSICIAN

This section is to be completed by the employee (select one):

- ☐ If I sustain a work related injury or illness, I have no preference as to the medical provider and will be sent to the nearest medical facility or my company's designated medical facility for treatment.
- ☐ If I sustain a work-related injury or illness, I choose to be treated by:

Name of Doctor (M.D., D.O., or medical group)

Street Address

City

State

Zip Code

Telephone Number

Employee Name

Employee Address

City

State

Zip Code

.....
This section is to be completed by the physician:

I agree to this Predesignation:

**Signature of Physician or Designated
Employee of the Physician or Medical Group**

Date

The physician is not required to sign this form, however, if the physician or designated employee of the physician or medical group does not sign, other documentation of the physician's agreement to be predesignated will be required pursuant to Title 8, California Code of Regulations, section 9780.1(a)(3).

Title 8, California Code of Regulations, section 9783.

Employee Signature

Date

AT-WILL ACKNOWLEDGEMENT AGREEMENT

I agree that my employment is “at-will” during and after completion of any introductory period that 7-Eleven Store # _____ (herein referred to as the “Company”) may have; that is, either the Company or I may terminate the employment relationship at any time, with or without cause and without prior notice, corrective action or progressive discipline. No representative or employee of the Company, other than the Company’s highest ranking Official has the authority to enter into a contrary agreement. Furthermore, the Company’s highest ranking Official can enter into a contrary agreement only if it is accomplished in a written agreement that is signed by both you and the Company’s highest ranking Official. This represents an integrated agreement with respect to the at-will nature of the employment relationship.

I agree as well that the statements in the above paragraph describe the complete agreement between the Company and me regarding the at-will nature of my employment and that this agreement supercedes and replaces all prior or contemporaneous agreements (except for the Alternative Dispute Resolution Agreement), comments, or representations on these topics. The provisions of this agreement will apply except where the at-will nature of employment conflicts with state law or Collective Bargaining Agreement provisions.

Print Name

Date

Employee Signature

MEAL AND REST PERIOD POLICY AND ACKNOWLEDGEMENT

MEAL AND REST PERIODS

It is company policy that all non-exempt, hourly employees take meal and rest periods as follows:

Meal Periods:

Number of Hours Worked Per Shift	Number of Meal Periods
5 hours or less	No meal period
More than 5 hours up to 6 hours	1 unpaid 30-min. meal period (may be waived in writing)
More than 6 hours up to 10 hours	1 unpaid 30-min. meal period
More than 10 hours up to 12 hours	2 unpaid 30-min. meal periods – (may not be combined, 2 nd meal period may be waived in writing)
More than 12 hours	2 unpaid 30-min. meal periods (may not be combined)

Note:

Employees should not work more than 5 consecutive hours without beginning a meal period.

You are entitled to take your meal period as scheduled unless requested not to do so by your supervisor. Depending on your specific company policy, you may receive additional time beyond the required 30 minutes for meal periods. Your Supervisor will notify you if this is the case.

If you do not take a meal period and you do not report this to your supervisor, the company will conclude, as permitted, that you voluntarily chose to forego your meal period.

Rest Periods:

Number of Hours Worked Per Shift	Number of Rest Periods
Less than 3 ½ hours	No rest period
3 ½ hours up to 6 hours	One, 10-min. rest period
6 hours up to 10 hours	Two, 10-min. rest periods
10 hours up to 14 hours	Three, 10-min. rest periods
14 hours up to 18 hours	Four, 10-min. rest periods

If you are entitled to two rest periods, one should be taken before the meal period and one should be taken after the meal period. They should not be combined with each other or with your meal period. Rest periods should be taken, as far as practical, in the middle of each work period. Depending on your specific company policy, you may receive additional time beyond the required 10 minutes for rest periods. Your Supervisor will notify you if this is the case.

If you do not take a rest period and you do not report this to your supervisor, the company will conclude, as permitted, that you voluntarily chose to forego your rest period.

Additionally, hourly employees may not work off-the-clock. Please DO NOT, under any circumstances:

- start working before you punch in
- continue working after you've punched out, or
- work during meals or rest breaks

If any supervisor, manager, or any other person tells you to work off-the-clock, not to take a meal or rest period as required, or you believe you were not provided the opportunity to take them, then you must immediately notify your Supervisor or Management Representative to correct your time and/or complete a Missed Meal/Rest Period Notification Form.

I have read and understand the "Meal and Rest Period Policy" and agree to abide by it.

Print Name

Date

Employee Signature

POLICY AGAINST UNLAWFUL HARASSMENT

The Company is committed to providing a work environment free of harassment and discrimination. In keeping with this commitment, the Company maintains a strict policy prohibiting unlawful harassment of any kind, including sexual harassment and harassment based on race, religion, color, gender, national origin or ancestry, pregnancy, childbirth or related medical conditions, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, or local law or ordinance or regulation. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such harassment is unlawful. The Company's anti-harassment policy applies to all employer agents and employees, including supervisors and non-supervisory employees. It also extends to vendors, independent contractors, non-employees and others doing business with the Company.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, letters or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report unlawful harassment.

If you believe that you have been unlawfully harassed, you should promptly report the facts of the incident or incidents and the names of the individuals involved to your own or any other company supervisor or personnel administrator of the Company as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of any individual(s) involved, and names of any witnesses. Supervisors will refer all harassment complaints to the personnel administrator or an Executive of the Company. The Company will immediately undertake an effective, thorough, and objective investigation of the harassment allegations.

If the Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. A company representative will advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint, or participating in an investigation, and will not tolerate or permit retaliation by management, employees or co-workers.

The Company encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You also should be aware that your applicable state agency and/or the Federal Equal Employment Opportunity Commission investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book.

These behaviors are defined and described in a manner consistent with the law. When it comes to dealing with the subject of unlawful harassment, specifically sexual harassment, the following applies:

Quid pro quo harassment (Latin meaning "this for that") occurs when specific employment benefits (like a job offer, a raise, a comfortable office) are promised or withheld as a means of coercing sexual favors.

Hostile Environment harassment occurs when certain conduct unreasonably interferes with the victim's work performance or creates an intimidating, hostile, or offensive working environment.

In certain cases, sexual harassment can include gender-based harassment of a person of the same sex. Pursuant to the Company's commitment to ensure that unlawful harassment is not tolerated, it is everyone's responsibility to report all incidents of unlawful harassment to Management.

Even if the unlawful harassment is not directed at you, it is still your responsibility to report witnessed unlawful harassment.

Below are the procedures and responsibilities that the Company requires every employee to follow and adhere to:

POLICY AGAINST UNLAWFUL HARASSMENT

EMPLOYEE PROCEDURE AND RESPONSIBILITY:

All employees are to comply with this policy.

Any employee who believes that he or she is being unlawfully harassed should promptly take the following steps:

1. If comfortable, politely but firmly confront whoever is doing the harassing. State how you feel about his or her actions, and request that the person cease harassing you immediately.
2. If the harassment continues, or if you believe some employment consequences may result from your confrontation, you should promptly report the facts of the incident or incidents and the names of the individuals involved to your own or any other company supervisor or personnel administrator of the Company as soon as possible after the incident. If circumstances prohibit this response, you must report the behavior to Management.
3. If you believe inadequate action is being taken to resolve your complaint, communicate it directly to an Executive of the Company for resolution of your problem. The policy of this company is to listen to all corroboration, and quickly apply sanctions when appropriate.
4. Sanctions against unlawful harassment will depend upon the circumstances surrounding the incident. Minor first offenses may lead to written reprimands and/or time off without pay. Major or multiple offenses may lead to the dismissal of the offender.

If you have any questions in regards to this policy or any other Company policy, please see a Supervisor or a member of Management.

SUPERVISOR PROCEDURE AND RESPONSIBILITY:

Every member of the Company's Supervision and Management staff is responsible for ensuring that no unlawful harassment of any kind occurs within his or her area of authority.

1. Any complaint of unlawful harassment should receive the immediate attention of the Supervisor whom it is made and should be reported immediately to Human Resources.
2. No Supervisor is to conduct any investigation of unlawful harassment without the consent and involvement of Management or Human Resources. Investigation of a complaint of harassment normally will include conferring with the parties and witnesses named by the complaining employee.
3. Because of the sensitive nature, complaints of harassment will be investigated with particular care and will remain, to the extent possible, strictly confidential.
4. In no event will information concerning a complaint of harassment be released by the company to third parties or to anyone within the company who is not involved with the investigation. More specifically, information will not be released to an affected employee's family, the news media, or a prospective employer seeking a reference. The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of unlawful harassment, and to protect the reputation of any employee wrongfully charged with harassment.
5. If the investigation reveals that the complaint is valid, prompt disciplinary action designed to stop the unlawful harassment immediately and to prevent its recurrence will be taken.
6. Management will ensure that the policy statement is distributed throughout the organization.

I acknowledge that I have read and received my employer's zero tolerance policy against unlawful harassment. I promise that I will fully comply with all aspects of that policy. I agree that I will not engage in any conduct that would constitute unlawful harassment of another individual. I also agree to comply with my obligations under the policy to report any unlawful harassment immediately in accordance with the company procedures. I understand that my employer will be unable to promptly investigate and remedy problems that may arise if I fail to cooperate fully and fulfill these essential commitments.

Print Name

Date

Employee Signature

AGREEMENT TO BE BOUND BY ALTERNATIVE DISPUTE RESOLUTION POLICY

PLEASE NOTE: Nothing contained in this Agreement To Be Bound By Alternative Dispute Resolution Policy is intended to require arbitration of any matter or claim which the courts of this jurisdiction have expressly held are not subject to mandatory arbitration.

Unlike the provisions of the Company Employee Handbook, the terms of this Agreement To Be Bound By Alternative Dispute Resolution Policy are contractual in nature.

I agree that in the event employment disputes arise between 7-ELEVEN # _____ or any of its respective employees or officers (herein collectively referred to as the "Company"), on the one hand, and me, on the other hand, I will be bound by the Company ADR Program, which provides for final and binding arbitration.

This ADR Program is understood to apply to all disputes relating to my employment, the terms and conditions of my employment, including but not limited to my compensation, wages, claims alleging failure to compensate for all hours worked, failure to pay overtime, failure to pay minimum wage, failure to reimburse expenses, failure to pay wages upon termination, failure to provide accurate, itemized wage statements, failure to provide meal and/or rest breaks, entitlement to waiting time penalties and/or other claims involving employee wages, benefits, discipline, performance evaluations, promotions, transfers, and the termination of my employment, as defined in the ADR Program materials. I agree this ADR Program prohibits me from joining or participating in a class action or representative action, acting as a private attorney general or representative of others, or otherwise consolidating a covered claim with the claims of others.

I also acknowledge and agree that employment disputes arising out of or related to my employment, the terms and conditions of my employment, and the termination of my employment, all of which are also subject to the ADR Program, include, but are not limited to, the following: (a) alleged violations of federal, state and/or local constitutions, statutes or regulations, (including but not limited to claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, the Equal Pay Act, and any other statutory scheme encompassing claims of discrimination and harassment on the basis of race, color, age, religious creed, national origin, ancestry, disability, sexual orientation, gender identity, sex or any other characteristic protected by law); (b) claims based on any purported breach of contractual obligation, including breach of the covenant of good faith and fair dealing including but not limited to claims of wrongful termination or constructive termination; (c) claims based on any purported breach of duty arising in tort, including violations of public policy, for emotional distress and defamation; and (d) claims related to the payment or non-payment of my wages, expenses and/or the provisions of breaks as required by law, including, but not limited to, alleged violations of the Fair Labor Standards Act and any other statutory scheme governing wages.

IN CONSIDERATION FOR AND AS A MATERIAL CONDITION OF EMPLOYMENT WITH **CLIENT NAME HERE**, AND IN CONSIDERATION FOR THE COMPANY'S RETURN AGREEMENT TO BE BOUND BY THE COMPANY'S ADR PROGRAM AND HAVE ANY AND ALL CLAIMS ARISING OUT OF THE EMPLOYMENT RELATIONSHIP IT MAY ENJOY AGAINST ME RESOLVED IN THIS FORUM, AND PAY THE ARBITRATION FEES AS DESCRIBED THEREIN, IT IS AGREED THAT THE ALTERNATIVE DISPUTE RESOLUTION POLICY ATTACHED HERETO WHICH PROVIDES FOR FINAL AND BINDING ARBITRATION, IS THE EXCLUSIVE MEANS FOR RESOLVING COVERED DISPUTES; NO OTHER ACTION MAY BE BROUGHT IN COURT OR IN ANY OTHER FORUM. I UNDERSTAND THAT THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO A CIVIL COURT ACTION FOR ALL DISPUTES RELATING TO MY EMPLOYMENT, THE TERMS AND CONDITION OF MY EMPLOYMENT AND/OR THE TERMINATION OF MY EMPLOYMENT WHETHER BROUGHT BY ME OR THE COMPANY; ONLY AN ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE DISPUTE. IN ADDITION, I UNDERSTAND I AM PROHIBITED FROM JOINING OR

AGREEMENT TO BE BOUND BY ALTERNATIVE DISPUTE RESOLUTION POLICY

PARTICIPATING IN A CLASS ACTION OR REPRESENTATIVE ACTION, ACTING AS A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE OF OTHERS, OR OTHERWISE CONSOLIDATING A COVERED CLAIM WITH THE CLAIM OF OTHERS.

I also acknowledge and agree that the following types of disputes are expressly excluded and not covered by this policy: (a) disputes related to workers' compensation and unemployment insurance; and (b) disputes or claims that are expressly excluded by federal or state statute or are expressly required to be arbitrated under a different procedure pursuant to the terms of an employee benefit plan. I also acknowledge and agree that nothing in this ADR Policy shall be construed as precluding any employee from filing a charge with a state or federal administrative agency, such as the U.S. Equal Employment Opportunity Commission ("EEOC") or the National Labor Relations Board. A state or federal administrative agency would also be free to pursue any appropriate action. However, any claim that is not resolved administratively through such an agency shall be subject to this agreement to arbitrate and the ADR Policy.

Print Name

Date

Employee Signature

By: _____

7-ELEVEN # _____

Date

ALTERNATIVE DISPUTE RESOLUTION POLICY

In any organization, employment disputes will arise, sometimes requiring resolution through a formal proceeding. Traditionally, this proceeding has been conducted through our court system. However, our court system too often has proven to be an exceedingly costly and time consuming process, thus failing to provide the parties involved with an acceptable resolution of the dispute.

With this in mind, 7-ELEVEN # _____ has developed and implemented this Alternative Dispute Resolution Policy ("ADR Policy"). We believe that these procedures will result in a fair and equitable means for resolving those types of employment disputes that all too often become unnecessarily protracted. These procedures ensure that all parties have an opportunity to meet and see if there is a mutually satisfactory basis for resolving their dispute. Failing to reach an amicable resolution, these procedures provide for a fair hearing before an impartial, objective individual who has been selected by both sides. The neutral arbitrator will have the full authority to resolve this matter protecting the rights of all parties.

We hope that you will never find the need to utilize these procedures and that your employment will be free of major disputes or issues. However, in the event a dispute should arise, these procedures are there to ensure that the dispute is handled fairly and efficiently.

WHO IS COVERED BY THE ADR POLICY

The ADR Policy will be mandatory for ALL DISPUTES ARISING BETWEEN EMPLOYEES, ON THE ONE HAND, AND 7-ELEVEN # _____, AND/OR IT'S RESPECTIVE EMPLOYEES AND OFFICERS (HEREINAFTER COLLECTIVELY THE "COMPANY"), ON THE OTHER HAND. Any disputes which arise and which are covered by the ADR Policy must be submitted to final and binding resolution through the procedures of the Company's ADR Policy.

For parties covered by this Alternative Dispute Resolution Policy, alternative dispute resolution, including final and binding arbitration, is the exclusive means for resolving covered disputes (as defined below); no other action may be brought in court or in any other forum. This agreement is a waiver of all rights to a civil court action for a covered dispute; only an arbitrator, not a Judge or Jury, will decide the dispute.

Nothing in this ADR Policy precludes the parties from discussing a mutually acceptable resolution of the dispute without the necessity of formal arbitration proceedings. Additionally, the parties may agree to engage in mediation prior to arbitration.

COVERED DISPUTES

Nothing in this Alternative Dispute Resolution Policy is intended to require arbitration of any claim or dispute which the courts of this jurisdiction have expressly held are not subject to mandatory arbitration.

Nothing in this agreement is designed to compel arbitration of any claims or causes of action expressly excluded by the provisions of the 2010 Defense Appropriations Act (H.R. 3326).

Covered disputes include any dispute arising out of or related to my employment, the terms and conditions of my employment and/or the termination of my employment, including, but not limited to, the following:

- Alleged violations of federal, state and/or local constitutions, statutes or regulations;
- Claims of unlawful harassment, discrimination, retaliation or wrongful termination that cannot be resolved by the parties or during an investigation by an administrative agency (such as the Equal Employment Opportunity Commission); Covered claims include, but are not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in

ALTERNATIVE DISPUTE RESOLUTION POLICY

Employment Act, the Equal Pay Act, and any other statutory scheme covering claims of discrimination or harassment on the basis of race, color, age, religious creed, national origin, ancestry, disability, sexual orientation, gender identity, sex or any other characteristic protected by law;

- Claims based on any purported breach of contract (including breach of the covenant of good faith and fair dealing, claims of wrongful termination or constructive termination);
- Claims of unfair demotion, transfer, reduction in pay, or any other change in the terms and conditions of employment;
- Claims alleging failure to compensate for all hours worked, failure to pay overtime, failure to pay minimum wage, failure to reimburse expenses, failure to pay wages upon termination, failure to provide accurate, itemized wage statements, failure to provide meal and/or rest breaks, entitlement to waiting time penalties and/or other claims involving employee wages, including, but not limited to, claims brought under the Fair Labor Standards Act and any other statutory scheme;
- Claims based on any purported breach of duty arising in tort, including alleged violations of public policy and for emotional distress;
- Claims of defamation, pre and post-termination; and
- Any claim the Company may enjoy against employees, regardless of the nature, arising from the employment relationship.

The following types of disputes are expressly excluded and are not covered by this ADR Policy:

- Disputes related to workers' compensation and unemployment insurance;
- Disputes or claims that are expressly excluded by statute or are expressly required to be arbitrated under a different procedure pursuant to the terms of a team member benefit plan.

CLASS ACTION WAIVER

I understand and agree this ADR Program prohibits me from joining or participating in a class action or representative action, acting as a private attorney general or representative of others, or otherwise consolidating a covered claim with the claim of others.

INITIATING THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

In the event a dispute should arise and you wish to initiate these procedures, deliver a written request for alternative dispute resolution to the Company within the time limits which would apply to the filing of a civil complaint in court. The Company will deliver a written request to you for any claim it may wish to assert. If a request for an alternative dispute resolution is not submitted timely, the claim will be deemed to have been waived and forever released.

THE ARBITRATION

The dispute will be decided by a single decision-maker, called the arbitrator. The arbitrator will be mutually selected by the Company and the Employee. If the parties cannot mutually agree on an arbitrator, then a list of arbitrators will be obtained from the American Arbitration Association's ("AAA") Employment Panel. The arbitrator will be selected by the parties according to the method of selection specified by the AAA in its Employment Arbitration Rules and Mediation Procedures.

The arbitrator shall be bound by the provisions and procedures set forth in the Employment Arbitration Rules and Mediation Procedures of the AAA. The applicable substantive law shall be the law of the state in which you provide services or federal law. If both federal and state law speak to a cause of action, the party commencing the action shall have the right to elect his/her choice of law.

ALTERNATIVE DISPUTE RESOLUTION POLICY

The parties shall cooperate to the greatest extent practicable in the voluntary exchange of documents and information to expedite the arbitration. After selection of the arbitrator, the parties shall have the right to take depositions and to obtain discovery regarding the subject matter of the action and to use and exercise all of the same rights, remedies and procedures, and be subject to all of the same duties, liabilities and objections as provided for in the civil discovery statutes of the state in which you provide services. The arbitrator shall have the authority to rule on motions (including the power to issue orders and determine appropriate remedies) regarding discovery and to issue any protective orders necessary to protect the privacy and/or rights of parties and/or witnesses.

The arbitrator shall have the same authority to award remedies and damages on the merits of the dispute as provided to a judge and/or jury under parallel circumstances. However, the arbitrator shall only be permitted to award those remedies in law or equity which are requested by the parties and which are supported by credible, relevant evidence. The arbitrator shall issue a written opinion and award. Nothing in this Agreement is intended to waive the right to seek punitive damages, where allowable by law.

Following the issuance of the arbitrator's decision, any party may petition a court to confirm, enforce, correct or vacate the arbitrator's opinion and award under the Federal Arbitration Act, 9 U.S.C. §§ 1-16, if applicable, and/or applicable state law.

FEES AND COSTS

Fees and costs shall be allocated in the following manner:

- Each party will be responsible for its own attorneys' fees and expenses, except as otherwise provided by law, and the cost of a copy of the reporter's transcript of the proceedings, if desired.
- The Company shall bear the arbitrator's fee and expenses and any costs associated with the facilities for the arbitration.

SEVERABILITY

In the event that any provision of this ADR Policy is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, such term or provision shall be enforced to the extent permissible under the law and all remaining terms and provisions of this ADR Policy shall continue in full force and effect.

Nothing in this Alternative Dispute Policy is intended to preclude any employee from filing a charge with the Equal Employment Opportunity Commission, the National Labor Relations Board or any similar federal or state agency seeking administrative resolution. However, any claim that cannot be resolved through administrative proceedings shall be subject to the procedures of this ADR Policy.

American Arbitration Association Rules and Regulations

LABOR ARBITRATION RULES

1. Agreement of Parties

The parties shall be deemed to have made these rules a part of their arbitration agreement whenever, in a collective bargaining agreement or submission, they have provided for arbitration by the American Arbitration Association (hereinafter the AAA) or under its rules. These rules and any amendment thereof shall apply in the form obtaining when the arbitration is initiated. The parties, by written agreement, may vary the procedures set forth in these rules.

2. Name of Tribunal

Any tribunal constituted by the parties under these rules shall be called the Labor Arbitration Tribunal.

3. Administrator

When parties agree to arbitrate under these rules and an arbitration is instituted thereunder, they thereby authorize the AAA to administer the arbitration. The authority and obligations of the administrator are as provided in the agreement of the parties and in these rules.

4. Delegation of Duties

The duties of the AAA may be carried out through such representatives or committees as the AAA may direct.

5. Panel of Neutral Labor Arbitrators

The AAA shall establish and maintain a Panel of Neutral Labor Arbitrators and shall appoint arbitrators there from as hereinafter provided.

6. Office of Tribunal

The general office of the Labor Arbitration Tribunal is the headquarters of the AAA, which may, however, assign the administration of an arbitration to any of its regional offices.

7. Initiation under an Arbitration Clause in a Collective Bargaining Agreement

Arbitration under an arbitration clause in a collective bargaining agreement under these rules may be initiated by either party in the following manner:

- a. by giving written notice to the other party of its intention to arbitrate (demand), which notice shall contain a statement setting forth the nature of the dispute and the remedy sought, and
- b. by filing at any regional office of the AAA three copies of the notice, together with a copy of the collective bargaining agreement or such parts thereof as relate to the dispute, including the arbitration provisions. After the arbitrator is appointed, no new or different claim may be submitted except with the consent of the arbitrator and all other parties.

8. Answer

The party upon whom the demand for arbitration is made may file an answering statement with the AAA within ten days after notice from the AAA, simultaneously sending a copy to the other party. If no answer is filed within the stated time, it will be treated as a denial of the claim. Failure to file an answer shall not operate to delay the arbitration.

9. Initiation under a Submission

Parties to any collective bargaining agreement may initiate an arbitration under these rules by filing at any regional office of the AAA two copies of a written agreement to arbitrate under these rules (submission), signed by the parties and setting forth the nature of the dispute and the remedy sought.

10. Fixing of Locale

The parties may mutually agree on the geographic region (locale) where the arbitration is to be held. If the locale is not designated in the collective bargaining agreement or submission, and if there is a dispute as to the appropriate locale, the AAA shall have the power to determine the locale and its decision shall be binding.

11. Qualifications of Arbitrator

Any neutral arbitrator appointed pursuant to Section 12, 13, or 14 or selected by mutual choice of the parties or their appointees, shall be subject to disqualification for the reasons specified in Section 17. If the parties specifically so agree in writing, the arbitrator shall not be subject to disqualification for those reasons. Unless the parties agree otherwise, an arbitrator selected unilaterally by one party is a party-appointed arbitrator and is not subject to disqualification pursuant to Section 17.

The term "arbitrator" in these rules refers to the arbitration panel, whether composed of one or more arbitrators and whether the arbitrators are neutral or party appointed.

12. Appointment from Panel

If the parties have not appointed an arbitrator and have not provided any other method of appointment, the arbitrator shall be appointed in the following manner: immediately after the filing of the demand or submission, the AAA shall submit simultaneously to each party an identical list of names of persons chosen from the Panel of Labor Arbitrators. Each party shall have ten days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA.

If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named,

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if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall have the power to make the appointment from among other members of the panel without the submission of any additional list.

13. Direct Appointment by Parties

If the agreement of the parties names an arbitrator or specifies a method of appointing an arbitrator, that designation or method shall be followed. The notice of appointment, with the name and address of the arbitrator, shall be filed with the AAA by the appointing party. Upon the request of any appointing party, the AAA shall submit a list of members of the panel from which the party may, if it so desires, make the appointment.

If the agreement specifies a period of time within which an arbitrator shall be appointed and any party fails to make an appointment within that period, the AAA may make the appointment.

If no period of time is specified in the agreement, the AAA shall notify the parties to make the appointment and if within ten days thereafter such arbitrator has not been so appointed, the AAA shall make the appointment.

14. Appointment of Neutral Arbitrator by Party-Appointed Arbitrators

If the parties have appointed their arbitrators or if either or both of them have been appointed as provided in Section 13, and have authorized those arbitrators to appoint a neutral arbitrator within a specified time and no appointment is made within that time or any agreed extension thereof, the AAA may appoint a neutral arbitrator who shall act as chairperson.

If no period of time is specified for appointment of the neutral arbitrator and the parties do not make the appointment within ten days from the date of the appointment of the last party-appointed arbitrator, the AAA shall appoint a neutral arbitrator who shall act as chairperson.

If the parties have agreed that the arbitrators shall appoint the neutral arbitrator from the panel, the AAA shall furnish to the party-appointed arbitrators, in the manner prescribed in Section 12, a list selected from the panel, and the appointment of the neutral arbitrator shall be made as prescribed in that section.

15. Number of Arbitrators

If the arbitration agreement does not specify the number of arbitrators, the dispute shall be heard and determined by one arbitrator, unless the parties otherwise agree.

16. Notice to Arbitrator of Appointment

Notice of the appointment of the neutral arbitrator shall be sent to the arbitrator by the AAA and the signed acceptance of the arbitrator shall be filed with the AAA prior to the opening of the first hearing.

17. Disclosure and Challenge Procedure

No person shall serve as a neutral arbitrator in any arbitration under these rules in which that person has any financial or personal interest in the result of the arbitration. Any prospective or designated neutral arbitrator shall immediately disclose any circumstance likely to affect impartiality, including any bias or financial or personal interest in the result of the arbitration. Upon receipt of this information from the arbitrator or another source, the AAA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator. Upon objection of a party to the continued service of a neutral arbitrator, the AAA, after consultation with the parties and the arbitrator, shall determine whether the arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

18. Vacancies

If any arbitrator should resign, die, or otherwise be unable to perform the duties of the office, the AAA shall, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in the same manner as that governing the making of the original appointment, and the matter shall be reheard by the new arbitrator unless the parties agree upon an alternative arrangement.

19. Date, Time, and Place of Hearing

The parties shall respond to requests for hearing dates in a timely manner, be cooperative in scheduling the earliest practicable date, and adhere to established deadlines and hearing schedules. Upon the request of either party or the AAA, the arbitrator shall have the authority to convene a scheduling conference call and/or issue a Notice of Hearing setting the date, time and place for each hearing.

The parties will receive a formal written Notice of Hearing detailing the arrangements agreed to by the parties or ordered by the arbitrator at least five days in advance of the hearing date, unless otherwise agreed by the parties.

20. Representation

Any party may be represented by counsel or other authorized representative.

21. Stenographic Record and Interpreters

Any party wishing a stenographic record shall make arrangements directly with a stenographer and shall notify the other parties of such arrangements in advance of the hearing. The requesting party or parties shall pay the cost of the record. If the transcript is agreed by the parties to be or, in appropriate cases, determined by the arbitrator to be the official record of the proceeding, it must be made available to the arbitrator and to the other party for inspection, at a time and place determined by the arbitrator even if one party does not agree to pay for the transcript.

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Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

22. Attendance at Hearings

Persons having a direct interest in the arbitration are entitled to attend hearings. The arbitrator shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any other person.

23. Postponements

The arbitrator for good cause shown may postpone the hearing upon the request of a party or upon his or her own initiative and shall postpone when all of the parties agree thereto.

24. Oaths

Before proceeding with the first hearing, each arbitrator may take an oath of office and, if required by law, shall do so. The arbitrator may require witnesses to testify under oath administered by any duly qualified person and, if required by law or requested by either party, shall do so.

25. Majority Decision

Whenever there is more than one arbitrator, all decisions of the arbitrators shall be by majority vote. The award shall also be made by majority vote unless the concurrence of all is expressly required.

26. Order of Proceedings

A hearing shall be opened by the filing of the oath of the arbitrator, where required; by the recording of the date, time, and place of the hearing and the presence of the arbitrator, the parties, and counsel, if any; and by the receipt by the arbitrator of the demand and answer, if any, or the submission.

Exhibits may, when offered by either party, be received in evidence by the arbitrator. The names and addresses of all witnesses and exhibits in order received shall be made a part of the record.

The arbitrator may vary the normal procedure under which the initiating party first presents its claim, but in any case shall afford full and equal opportunity to all parties for the presentation of relevant proofs.

27. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require the other party to submit such evidence as may be required for the making of an award.

28. Evidence and Filing of Documents

The parties may offer such evidence as is relevant and material to the dispute, and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. An arbitrator authorized by law to subpoena witnesses and documents may do so independently or upon the request of any party. The arbitrator shall be the judge of the relevance and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the arbitrators and all of the parties except where any of the parties is absent in default or has waived the right to be present.

All documents that are not filed with the arbitrator at the hearing, but arranged at the hearing or subsequently by agreement of the parties to be submitted, shall be filed with the AAA for transmission to the arbitrator or transmitted to the arbitrator directly if the parties agree. All parties shall be afforded the opportunity to examine such documents.

Documents may be filed by regular or electronic mail or telephone facsimile, and will be deemed timely if postmarked or otherwise transmitted to the arbitrator or the AAA on or before the due date.

29. Evidence by Affidavit

The arbitrator may receive and consider the evidence of witnesses by affidavit, giving it only such weight as seems proper after consideration of any objection made to its admission.

30. Inspection

Whenever the arbitrator deems it necessary, he or she may make an inspection in connection with the subject matter of the dispute after notice to the parties, who may, if they so desire, be present at the inspection.

31. Closing of Hearings

The arbitrator shall inquire of all parties whether they have any further proof to offer or witness to be heard. Upon receiving negative replies or if satisfied that the record is complete, the arbitrator shall declare the hearings closed and a minute thereof shall be recorded. If briefs or other documents are to be filed, the hearings shall be declared closed as of the final date set by the arbitrator for filing with the AAA. If documents are to be filed as provided in Section 28 and the date for their receipt is later than the date set for the receipt of briefs, the later date shall be the date of closing the hearing. The time limit within which the arbitrator is required to make an award shall commence to run, in the absence of another agreement by the parties, upon the closing of the hearings.

32. Reopening of Hearings

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The hearings may for good cause shown be reopened by the arbitrator at will or on the motion of either party at any time before the award is made but, if the reopening of the hearings would prevent the making of the award within the specific time agreed upon by the parties in the contract out of which the controversy has arisen, the matter may not be reopened unless both parties agree to extend the time. When no specific date is fixed in the contract, the arbitrator may reopen the hearings and shall have 30 days from the closing of the reopened hearings within which to make an award.

33. Waiver of Oral Hearings

The parties may provide, by written agreement, for the waiver of oral hearings. If the parties are unable to agree as to the procedure, the AAA shall specify a fair and equitable procedure.

34. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state an objection thereto in writing shall be deemed to have waived the right to object.

35. Extensions of Time

The parties may modify any period of time by mutual agreement. The AAA or the arbitrator may for good cause extend any period of time established by these rules, except the time for making the award. The AAA shall notify the parties of any such extension of time and its reason therefore.

36. Serving of Notice

Each party to a submission or other agreement that provides for arbitration under these rules shall be deemed to have consented and shall consent that any papers, notices, or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith; or for the entry of judgment on an award made there under may be served upon the party by mail addressed to the party or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held. The AAA and the parties may also use facsimile transmission, telex, telegram, or other written forms of electronic communication to give the notices required by these rules.

37. Time of Award

The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties or specified by law, no later than 30 days from the date of closing the hearings as provided in Section 31, with five additional days for mailing if briefs are to be filed or other documents are to be transmitted pursuant to Section 28.

If oral hearings have been waived, the award shall be rendered no later than 30 days from the date of transmitting the final statements and proofs to the arbitrator.

The award shall be deemed to be "rendered" on the date it is postmarked or otherwise transmitted to the AAA by the arbitrator, whether by regular mail, electronically, or by telephone facsimile.

If an award is transmitted electronically or by facsimile, the arbitrator shall promptly deliver an original copy to the AAA.

38. Form of Award

The award shall be in writing and shall be signed either by the neutral arbitrator or by a concurring majority if there is more than one arbitrator. The parties shall advise the AAA whenever they do not require the arbitrator to accompany the award with an opinion.

39. Award upon Settlement

If the parties settle their dispute during the course of the arbitration, the arbitrator may, upon their request, set forth the terms of the agreed settlement in an award.

40. Delivery of Award to Parties

Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to the party at its last known address or to its representative; personal service of the award; or the filing of the award in any other manner that is permitted by law.

41. Release of Documents for Judicial Proceedings

The AAA shall, upon the written request of a party, furnish to such party, at its expense, certified facsimiles of any papers in the AAA's possession that may be required in judicial proceedings relating to the arbitration.

42. Judicial Proceedings and Exclusion of Liability

- a. Neither the AAA nor any arbitrator in a proceeding under these rules is a necessary party in judicial proceedings relating to the arbitration.
- b. Neither the AAA nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these rules.

43. Administrative Fees

As a not-for-profit organization, the AAA shall prescribe an administrative fee schedule to compensate it for the cost of providing administrative services. The schedule in effect at the time of filing shall be applicable.

44. Expenses

The expenses of witnesses for either side shall be paid by the party producing such witnesses. Expenses of the arbitration, other than the cost of the stenographic record, including required traveling and other expenses of the arbitrator and of AAA

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representatives and the expenses of any witness or the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties, unless they agree otherwise, or unless the arbitrator, in the award, assesses such expenses or any part thereof against any specified party or parties.

45. Communication with Arbitrator

There shall be no direct communication between the parties and a neutral arbitrator on substantive matters relating to the case other than at oral hearings, unless the parties and the arbitrator agree otherwise. Any other oral or written communication from the parties to the arbitrator shall be directed to the AAA for transmittal to the arbitrator.

This rule does not prohibit communications on non-substantive matters such as travel arrangements and driving directions, nor does it prohibit direct communications in special circumstances (such as emergency delays) when the AAA case manager is unavailable.

46. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among them concerning the meaning or application of any such rule, it shall be decided by a majority vote. If that is unobtainable, the arbitrator or either party may refer the question to the AAA for final decision. All other rules shall be interpreted and applied by the AAA.

ADMINISTRATIVE FEES

Full Service Administrative Fee

The initial administrative fee is \$200 for each party, due and payable at the time of filing. No refund of the initial fee is made when a matter is withdrawn or settled after the filing of the demand for arbitration or submission.

Arbitrator Compensation

Unless mutually agreed otherwise, the arbitrator's compensation shall be borne equally by the parties, in accordance with the fee structure disclosed in the arbitrator's biographical profile submitted to the parties.

Hearing Room Rental

Hearing rooms are available on a rental basis at AAA offices. Please check with your Case Management Center or local AAA office for specific availability and rates.

Postponement Fees

A fee of \$150 is payable by a party causing a postponement of any scheduled hearing that is subsequently rescheduled by the AAA.

List Only Service

Parties can contact the AAA and request one list of no more than 15 names. Within 48 hours of receipt of the joint request the AAA will submit a list with a return date of ten days. If the parties mutually agree on the selection of an arbitrator, the AAA closes its file. The administrative fee for list only is \$75 per party.

List with Appointment

Parties can contact the AAA and request one list of no more than 15 names. Within 48 hours of receipt of the joint request the AAA will submit a list with a return date of ten days, for review and appointment of the arbitrator based on the parties' mutual selection. The AAA will notify the parties of the selection of the arbitrator. The administrative fee for list with appointment is \$100 per party.

EXPEDITED LABOR ARBITRATION PROCEDURES

In response to the concern of parties over rising costs and delays in grievance arbitration, the American Arbitration Association has established expedited procedures under which cases are scheduled promptly and awards rendered no later than seven days after the hearings. In return for giving up certain features of traditional labor arbitration, such as transcripts, briefs, and extensive opinions, the parties using these simplified procedures can get quick decisions and realize certain cost savings.

Leading labor arbitrators have indicated a willingness to offer their services under these procedures, and the Association makes every effort to assign the best possible arbitrators with early available hearing dates. Since the establishment of these procedures, an ever increasing number of parties has taken advantage of them.

E1. Agreement of Parties

These procedures shall apply whenever the parties have agreed to arbitrate under them, the Streamlined Labor Arbitration Rules, or the Expedited Labor Arbitration Rules of the American Arbitration Association, in the form obtaining when the arbitration is initiated.

These procedures shall be applied as set forth below, in addition to any other portion of the Labor Arbitration Rules that is not in conflict with these expedited procedures.

E2. Appointment of Neutral Arbitrator

The AAA shall appoint a single neutral arbitrator from its Panel of Labor Arbitrators, who shall hear and determine the case promptly.

E3. Qualifications of Neutral Arbitrator

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No person shall serve as a neutral arbitrator in any arbitration in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting an appointment, the prospective arbitrator shall disclose any circumstance likely to prevent a prompt hearing or to create a presumption of bias. Upon receipt of such information, the AAA shall immediately replace that arbitrator or communicate the information to the parties.

E4. Vacancies

The AAA is authorized to substitute another arbitrator if a vacancy occurs or if an appointed arbitrator is unable to serve promptly.

E5. Date, Time, and Place of Hearing

The arbitrator shall fix the date, time, and place of the hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally or by facsimile.

E6. No Stenographic Record

There shall be no stenographic record of the proceedings.

E7. Proceedings

The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing to be held within seven days.

E8. Posthearing Briefs

There shall be no posthearing briefs.

E9. Time of Award

The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, no later than seven days from the date of the closing of the hearing.

E10. Form of Award

The award shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.

ADMINISTRATIVE FEES

Initial Administration Fees

Initial Administrative Fee The initial administrative fee is \$125 for each party, due and payable at the time of filing. No refund of the initial fee is made when a matter is withdrawn or settled after the filing of the demand for arbitration or submission.

Arbitrator Compensation

Unless mutually agreed otherwise, the arbitrator's compensation shall be borne equally by the parties, in accordance with the fee structure disclosed in the arbitrator's biographical profile submitted to the parties.

Hearing Room Rental

Hearing rooms are available on a rental basis at AAA offices. Please check with your Case Management Center or local AAA office for specific availability and rates.

Postponement Fees

A fee of \$150 is payable by a party causing a postponement of any scheduled hearing that is subsequently rescheduled by the AAA.

Rules, forms, procedures, and guides, as well as information about applying for a fee reduction or deferral, are subject to periodic change and updating.

For updates to the American Arbitration Association (AAA) Rules and Regulations, please visit the website below.
<http://www.adr.org/sp.asp?id=32599>



The definition of sexual harassment includes many forms of offensive behavior.



Department of Fair Employment and Housing

- such as a lead, supervisor, manager or agent;
- the employer had no knowledge of the harassment;
- there was a program to prevent harassment; and
- once aware of any harassment, the employer took immediate and appropriate corrective action to stop the harassment.

Filing a Complaint

Employees or job applicants who believe that they have been sexually harassed may file a complaint of discrimination with DFEH within **one year** of the harassment.

DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes.

If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, the Department may file a formal accusation. The accusation will lead to either a public hearing before the Fair Employment and Housing Commission or a lawsuit filed by DFEH on behalf of the complaining party.

If the Commission finds that discrimination has occurred, it can order remedies including:

- Fines or damages for emotional distress from each employer or person found to have violated the law
- Hiring or reinstatement
- Back pay or promotion
- Changes in the policies or practices of the involved employer

Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with DFEH and a Right-to-Sue Notice has been issued.

For more information, see publication DFEH-159 "Guide for Complainants and Respondents."

For more information, contact DFEH toll free at
(800) 884-1684

Sacramento area & out-of-state at **(916) 478-7200**
TTY number at **(800) 700-2320**
or visit our Web site at **www.dfeh.ca.gov**

In accordance with the California Government Code and ADA requirements, this publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability. To discuss how to receive a copy of this publication in an alternative format, please contact DFEH at the numbers above.



State of California
Department of Fair Employment & Housing

Sexual Harassment

The Facts About Sexual Harassment

The *Fair Employment and Housing Act* (FEHA) defines sexual harassment as harassment based on sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, or related medical conditions. The definition of sexual harassment includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser. The following is a partial list of types of sexual harassment:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Actual or threatened retaliation
- Leering; making sexual gestures; or displaying sexually suggestive objects, pictures, cartoons, or posters
- Making or using derogatory comments, epithets, slurs, or jokes
- Sexual comments including graphic comments about an individual's body; sexually degrading words used to describe an individual; or suggestive or obscene letters, notes, or invitations
- Physical touching or assault, as well as impeding or blocking movements



The mission of the Department of Fair Employment and Housing is to protect the people of California from unlawful discrimination in employment, housing and public accommodations, and from the perpetration of acts of hate violence.

Employers' Obligations

All employers must take the following actions against harassment:

- Take all reasonable steps to prevent discrimination and harassment from occurring. If harassment does occur, take effective action to stop any further harassment and to correct any effects of the harassment.
- Develop and implement a sexual harassment prevention policy with a procedure for employees to make complaints and for the employer to investigate complaints. Policies should include provisions to:
- Fully inform the complainant of his/her rights and any obligations to secure those rights.
- Fully and effectively investigate. The investigation must be thorough, objective, and complete. Anyone with information regarding the matter should be interviewed. A determination must be made and the results communicated to the complainant, to the alleged harasser and, as appropriate, to all others directly concerned.
- Take prompt and effective corrective action if the harassment allegations are proven. The employer must take appropriate action to stop the harassment and ensure it will not continue. The employer must also communicate to the com-

plainant that action has been taken to stop the harassment from recurring. Finally, appropriate steps must be taken to remedy the complainant's damages, if any.

- Post the Department of Fair Employment and Housing (DFEH) employment poster (DFEH - 162) in the workplace (available through the DFEH publications line [916] 478-7201 or Web site).
- Distribute an information sheet on sexual harassment to all employees. An employer may either distribute this pamphlet (DFEH 185) or develop an equivalent document that meets the requirements of Government Code section 12950(b). This pamphlet may be duplicated in any quantity. **However, this pamphlet is not to be used in place of a sexual harassment prevention policy, which all employers are required to have.**
- All employees should be made aware of the seriousness of violations of the sexual harassment policy and must be cautioned against using peer pressure to discourage harassment victims from complaining.
- Employers who do business in California and employ 50 or more part-time or full-time employees must provide at least two hours of sexual harassment training every two years to each supervisory employee and to all new supervisory employees within six months of their assumption of a supervisory position.

- A program to eliminate sexual harassment from the workplace is not only required by law, but is the most practical way for an employer to avoid or limit liability if harassment should occur despite preventive efforts.

Employer Liability

All employers, regardless of the number of employees, are covered by the harassment section of the FEHA. Employers are generally liable for harassment by their supervisors or agents. Harassers, including both supervisory and non-supervisory personnel, may be held personally liable for harassing an employee or coworker or for aiding and abetting harassment.

Additionally, the law requires employers to take "all reasonable steps to prevent harassment from occurring." If an employer has failed to take such preventive measures, that employer can be held liable for the harassment. A victim may be entitled to damages, even though no employment opportunity has been denied and there is no actual loss of pay or benefits.

In addition, if an employer knows or should have known that a **non-employee** (e.g. client or customer) has sexually harassed an employee, applicant, or person providing services for the employer and fails to take immediate and appropriate corrective action, the employer may be held liable for the actions of the non-employee.

An employer might avoid liability if

- the harasser is not in a position of authority,

PAPERLESS PAYSTUB NOTIFICATION

In an effort to be more environmentally conscious, we provide employee's paycheck stubs electronically. The Company provides access for employees to electronically view and easily print their current and past paycheck stubs with our online system.

Employees who have direct deposit or a paycard have the option to opt out of this green initiative. Please contact your Supervisor to obtain and complete a Paperless Paystub Opt-Out Form if you wish to receive a paper paycheck.

Employees who have not elected direct deposit or a paycard will automatically receive paper paychecks on each payday so there is no need to opt out.

We thank you for helping us with our "GO GREEN!" initiative.