

For Minor Employees



Welcome to America's **BEST** first job!

Employees under the age of 18 have some special rules to follow.

If you are under 18, please review this additional information with your parent or guardian. Some of the documents will require a signature and to be returned on your first day of work! We cannot permit you to work in the restaurant until we have received the following:

- Valid school work permit
- Signed Worker's Compensation Information Sheet
- Signed Employment & Arbitration Agreement
- Signed Substance Abuse and Testing Policy
- Signed Photo Release Form
- Signed Parent/Guardian Acknowledgement Sheet



If you or your parent/guardian have questions about these documents, please contact our office at (570)-586-2255 ext. 7 or office@muellermcd.com!

Welcome to our family!

Dear parent or guardian,

Mueller Family McDonald's is thrilled to welcome your child to our team. We believe that McDonald's is a place where young people develop skills they will use for the rest of their lives. McDonald's has a history of being a great first job for many successful individuals. Many of our Crew have developed successful careers with McDonald's, or have gone on to become doctors, lawyers, professionals, and even famous entertainers.




While McDonald's is an internationally recognized brand, the restaurant your child works in is locally owned and operated. The Mueller family resides in Clarks Summit. Mr. Albert and Mrs. Carol Mueller have been operating McDonald's restaurants in the Scranton area for over fifty years! Together with their daughter, Christina Curran, they are extremely involved in all of the different communities in which their restaurants operate, as well as with the Ronald McDonald House Charity. We are proud to support our local schools through McTeacher's Nights, Allied Services through our annual Team Allied fundraiser, and host free family-friendly events in each of our locations regularly.

We know that working can be a valuable part of a teenager's learning process. Our employees learn responsibility and life skills, build self-reliance and confidence, and sharpen their people, time management, and money management skills. They also have the opportunity to make great friends and gather life experiences along the way. We also know that a part-time job must be carefully balanced with their number one priority: education. Mueller Family McDonald's believes it is important to let educators and parents know that we operate responsibly with the best interest of the students we employ in mind. We foster an environment in which flexible scheduling is encouraged.

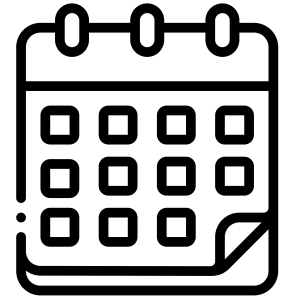
We are proud to offer our student employees an extensive benefit package that includes Paid Time Off, textbook reimbursement, and several opportunities for scholarships and tuition assistance. For more information on these benefits, we encourage you to visit our website, MuellerMcD.com.

Your child reports directly to a full management team within their restaurant, led by their General Manager. While we encourage all employees to be responsible for their own actions, we also realize that it is important to have a relationship with their parents as well. If you or your child have a question or concern, we encourage your child to reach out to a member of the management team. If at any point you feel dissatisfied with the results of this communication, please feel free to contact our office at 570-586-2255 or office@muellermcd.com.

Again, we are so excited you have entrusted us to be your child's employer! We hope to help them to a very bright future.

Sincerely, 
 

Minor Employee Availability



Below is a copy of your child's availability that was agreed upon when hired. If there are any changes that need to be made, please ask your child to contact their General Manager as soon as possible.

<i>Mon.</i>	<i>Tues.</i>	<i>Weds.</i>	<i>Thurs.</i>	<i>Fri.</i>	<i>Sat.</i>	<i>Sun.</i>

Your child will learn all of our rules and policies during their orientation. Days off and availability change requests must be submitted 2 weeks in advance and can take up to 2 scheduling weeks to process. If an employee cannot work a scheduled shift due to injury, illness, or other emergency, they are required to contact the restaurant directly by phone at least 2 hours in advance.

Parent/Guardian Acknowledgement



Parent/Guardian, please sign this form acknowledging that you have reviewed the information presented throughout this information packet. Please have your child return this and the other documents that requested your signature on their first day of work. If they do not bring these items on their first day, they will not be permitted to work.

My child's name is: _____.

The best way to contact me in an emergency is: _____

I have reviewed the policies within this new hire packet.

Name: _____

Signature: _____

Date: _____

Worker's Compensation Information

Your child reviewed a copy of this policy during their onboarding.
This copy is for your information. Please sign and return.

1. The Worker's Compensation Law provides wage loss and medical benefits to employees who cannot work, or who need medical care, because of a work-related injury.
2. Benefits are required to be paid by your child's employer when self-insured, or through insurance provided by your child's employer. The employer is required to post the name of the company responsible for paying your child's workers' compensation benefits at its primary place of business and at its sites of employment in a prominent and easily accessible place, including, without limitation, areas used for treatment of injured employees or for the administration of first aid.
3. You or your child should report immediately any injury or work related illness to their manager. Benefits could be delayed or denied if the employer is not notified immediately.
4. If the claim is denied by the employer, you have the right to request a hearing before a workers' compensation judge.
5. The Bureau of Workers' Compensation cannot provide legal advice. However, you may contact the Bureau of Workers' Compensation for additional general information at:

Bureau of Workers' Compensation

1171 South Cameron Street, Room 103

Harrisburg, PA 17104

(800)482-2383 (PA residents)

(717)772-4447 (non-residents)

TTY (800)362-4228 (hearing and speech impaired)

www.state.pa.us keyword: workers' comp

I acknowledge that I have received the workers' compensation policy and have read the information herein. I understand that if my child is injured at work, they should contact their manager immediately.

Employee's Name - Printed

Parent/Guardian Signature & Date

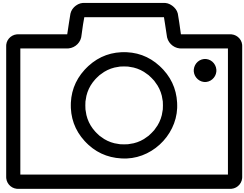


Photo Release Form

At Mueller Family McDonald's, we love to recognize our team's accomplishments! Occasionally, we may take photos of our team members on the job to celebrate awards, fun events, and more!

Please indicate whether you give permission to Albert and Carol Mueller Limited Partnership (aka Mueller Family McDonald's) to use your child's photograph publicly to promote the business. By giving permission, you are agreeing you understand that the images may be used in print publications, online publications presentations, websites, and social media. You also understand that no royalty, fee, or other compensation shall become payable to you by reason of such use.

_____ I do give permission

_____ I do not give permission

Child's Name

Date

Parent/Guardian Name (print)

Parent/Guardian Signature

Minor Labor Rules



Employees under the age of 18 have specific labor rules to follow as set by this franchisee. Please read below to be sure you understand the following policies.

If you are under the age of 16, you must follow all rules for 16/17 year olds PLUS:

- 14/15 year old employees are only permitted to work on Saturdays and Sundays for a maximum of 3 hours per day between the hours of 9 AM and 5 PM.
- May not enter the walk-in refrigerator or freezer.
- May not work on grills, fryers, toasters, or ovens

All employees under the age of 18:

- are not permitted to operate a vehicle while working
- must not operate any electric or power-driven food slicing or shredding machines, dough mixers, trash compactors, elevators, or other machinery
- Must not climb/perform work on a ladder, chair, or other equipment
- Must not perform work on a roof
- May work a maximum of 40 hours per week (28 of those during the school week)
- Must not work between the hours of 12:00 AM and 6:00 AM
- Must not work more than 8 hours in one shift
- Must have 10 hours off between shifts (no split shifts)
- Must not work more than 6 days in a row
- Must not work without providing a work permit
- Must take a full 30 minute break when working a shift 5 hours or longer.
This break must be taken before the 5th hour of the shift begins.

Employees must punch in and out for all shifts and breaks in order to document time punches accurately. Managers cannot manipulate time punches to avoid a time punch violation. Employees will be asked to sign off on time punch corrections. As a minor, you are agreeing to comply strictly with the Child Labor Rules of this McDonald's franchisee, and to promptly report any managers that ask you to work in violation of these policies to your Supervisor.

EMPLOYMENT AND ARBITRATION AGREEMENT

Welcome! We are pleased to have you join the Albert and Carol Mueller Ltd. Partnership (the “Company”) as a (Crew Person/Shift Manager). You will be usually be working at the Company’s restaurant located at _____ (store location name), although the Company may ask you to work at other restaurants. You will be paid _____ (wage) per hour. Please read and sign the below agreement and return it to your restaurant manager. Should you have any questions, please contact Christina Mueller-Curran.

At-Will Employment

I _____ (printed name) understand that I am an at-will employee and that my employment may be terminated at any time, with or without cause.

ARBITRATION AGREEMENT

1. INTRODUCTION. This Arbitration Agreement is between me (sometimes referred to as “me”, “I”, “You” or “Your”) and the Company. For purposes of this Arbitration Agreement, any reference to “Company” will also include any direct or indirect parents and subsidiaries and affiliates of Company for whom You apply for employment and/or are employed at any time. The Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) governs this Arbitration Agreement, which evidences a transaction involving commerce. The mutual obligations by the Company and me to arbitrate disputes provide consideration for this Arbitration Agreement. **All disputes covered by this Arbitration Agreement will be decided by an arbitrator through final and binding arbitration and not by way of court or jury trial.**

2. DISPUTES COVERED BY THE ARBITRATION AGREEMENT. Except as otherwise provided in this Arbitration Agreement, the Company and I mutually contract and agree to arbitrate all legal claims or controversies, past, present or future, including without limitation, claims arising out of or related to my application for employment, employment, and/or the termination of my employment that the Company may have against me or that I may have against the Company, or its

- officers, partners, directors, employees, or agents in their capacity as such or otherwise,
- benefit plans or the plans' sponsors, fiduciaries, administrators, affiliates and agents,
- franchisors (including without limitations McDonald’s Corporation),
- successors and assigns,

each and all of which can enforce this Arbitration Agreement as direct or third-party beneficiaries.

The claims subject to arbitration are those that, in the absence of this Arbitration Agreement, could be brought under applicable law. Unless the claim is expressly excluded below, this Arbitration Agreement applies, without limitation, to any claims based upon or related to discrimination, harassment, retaliation, defamation, breach of a contract or covenant, fraud, negligence, breach of fiduciary duty, trade secrets, unfair competition, overtime, wages or other compensation, breaks and rest periods, termination, tort claims, equitable claims, and all statutory and common law claims. The Agreement specifically covers, without limitation, all claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Pennsylvania Human Relations Act, the Pennsylvania Minimum Wage Act, the Pennsylvania Wage Payment and Collection Law, each as amended, any state or local statutes, if any, addressing the same or similar subjects, and any

and all claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance, except claims excluded in the section of this Arbitration Agreement entitled "Claims Not Covered by the Arbitration Agreement."

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. However, the preceding sentence does not apply to the "Class and Collective Action Waivers" in Section 4 below.

3. CLAIMS NOT COVERED BY THE ARBITRATION AGREEMENT. The following claims are not covered under this Arbitration Agreement: (i) Workers' Compensation benefit claims; (ii) state unemployment or disability insurance compensation claims; (iii) claims for benefits under employee benefit plans covered by the Employee Retirement Income Security Act of 1974; or (iv) claims that controlling federal statutes bar from the coverage of mandatory pre-dispute arbitration agreements.

Nothing in this Arbitration Agreement prevents You from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, and National Labor Relations Board. Nothing in this Arbitration Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Agreement. This Arbitration Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Arbitration Agreement. Nothing in this Arbitration Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. The Company will not retaliate against me for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

The Company or I may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, including without limitation any controversy under any applicable restrictive covenant(s) or confidentiality obligations entered into between me and the Company; provided, however, that all determinations of final relief will be decided in arbitration.

This Arbitration Agreement does not apply to any lawsuits between You and the Company already pending in court on the date You execute this Arbitration Agreement, including any class and/or collective for which You are already a member or potential member of the class ("Pending Claims").

4. CLASS AND COLLECTIVE ACTION WAIVERS. The Company and I agree to bring any dispute in arbitration on an individual basis only, Accordingly:

a) THE COMPANY AND I WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED OR ARBITRATED AS A CLASS ACTION AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO HEAR OR PRESIDE OVER ANY SUCH CLAIM ("Class Action Waiver"). The Class Action Waiver will be severable from this Arbitration Agreement in any case in which (1) the dispute is filed as a class action and (2) there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such case, the class action must be litigated in a civil court of competent jurisdiction—and not in arbitration.

b) THE COMPANY AND ASSOCIATE HEREBY WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED OR ARBITRATED AS A COLLECTIVE ACTION AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO HEAR OR PRESIDE

OVER ANY SUCH CLAIM (“Collective Action Waiver”). The Collective Action Waiver will be severable from this Arbitration Agreement in any case in which (1) the dispute is filed as a collective action and (2) there is a final judicial determination that the Collective Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such case, the collective action must be litigated in a civil court of competent jurisdiction—and not in arbitration.

Notwithstanding any other provision in this Arbitration Agreement, any claim that the Class Action Waiver and/or Collective Action Waiver, or any portion of the Class Action Waiver or Collective Action is unenforceable, inapplicable, unconscionable, or void or voidable, will be determined only by a court of competent jurisdiction and not by an arbitrator.

5. ARBITRATION DEMAND: The Company and I agree that the aggrieved party must make a written request for arbitration of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the applicable state or federal law prescribes for the claim. The request for arbitration should identify and describe the nature of all claims and the relief or remedy sought. The request for arbitration must be served on the other party by U.S. Mail or hand delivery. The Arbitrator will resolve all disputes regarding whether the demand for arbitration is proper and on time.

6. PROCEDURES AND RULES. The arbitration will be held under the auspices of the American Arbitration Association (“AAA”), and except as provided in this Arbitration Agreement, will be under the then current Employment Arbitration Rules of the AAA (“AAA Rules”) (the AAA Rules are available through Ms. Mueller-Curran or via the internet at www.adr.org/employment). Unless the parties jointly agree otherwise, the Arbitrator will be a former judge from any jurisdiction (the "Arbitrator"). Unless the parties jointly agree otherwise, the arbitration will take place in or near the city in which I am or was last employed by the Company.

The Arbitrator will be selected as follows: The AAA will give each party a list of eleven (11) arbitrators drawn from its panel of arbitrators, and within ten (10) calendar days, AAA will convene a telephone conference wherein the parties will strike names alternately from the list of names until only one remains, with the party to strike first to be determined by a coin toss. The remaining person will be designated as the Arbitrator. If the individual selected cannot serve, AAA will issue another panel of eleven (11) arbitrators and repeat the alternate selection process. If AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral Arbitrator.

The Arbitrator may award to me or the Company any remedy to which that party is entitled under applicable law (including, but not limited to, legal, equitable and injunctive relief), but such remedies are limited to those that would be available to a party in his or her individual capacity in a court of law for the disputes presented to and decided by the Arbitrator. The Arbitrator will have the authority to hear and decide dispositive motions, motions to dismiss and motions for summary judgment by any party and will apply the standards governing such motions under the Federal Rules of Civil Procedure. The arbitrator will set a briefing schedule for such motions upon the request of either party. The Arbitrator will issue a written award that will include the factual and legal basis for the decision. The decision of the Arbitrator may be entered and enforced as a final judgment in any court of competent jurisdiction.

7. DISCOVERY AND SUBPOENAS. Each party will have the right to take the deposition of two individual witnesses and any expert witness designated by another party. Each party will also have the right to propound requests for production of documents to any party and the right to subpoena witnesses and documents for the arbitration, and documents relevant to the case from third parties. Additional discovery may be had by mutual agreement of the parties or where the Arbitrator selected so orders pursuant to a request and showing of cause by either party.

8. ARBITRATION FEES AND COSTS. The Company will pay the Arbitrator's and arbitration fees and costs, except for the filing fee as required by the organization through which the arbitration is conducted. If I am financially unable to pay a filing fee, as determined by AAA and/or the Arbitrator, I will be relieved of the obligation to pay the filing fee. Each party will pay for its own costs and attorneys' fees, if any, but if any party prevails on a claim which affords the prevailing party attorneys' fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law. If the law (including the common law) of the jurisdiction in which the arbitration is held requires a different allocation of arbitral fees and costs for this Arbitration Agreement to be enforceable, then such law will be followed.

9. CONSTRUCTION. Except as provided in Section 4, "Class and Collective Action Waivers" above, if any provision of this Arbitration Agreement is adjudged to be void, voidable or otherwise unenforceable, in whole or in part, such provision will, without affecting the validity of the remainder of the Arbitration Agreement, be severed from this Arbitration Agreement. All remaining provisions will remain in full force and effect.

10. SOLE AND ENTIRE AGREEMENT. I agree that this is the complete agreement of the parties on the subject of arbitration of disputes. Unless this Arbitration Agreement in its entirety is deemed void, unenforceable or invalid, this Arbitration Agreement supersedes any prior or contemporaneous oral or written understandings on the subject. This Arbitration Agreement will survive the termination of my employment and the expiration of any benefit. No party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Arbitration Agreement, except as set forth in this Arbitration Agreement. Notwithstanding any contrary language, if any, in any Company policy or handbook, this Arbitration Agreement may not be modified, revised or terminated absent a writing signed (electronically or otherwise) by both parties.

This Arbitration Agreement is a contract and covers important issues relating to Your rights. It is Your responsibility to read it and understand it. You are free to seek assistance from independent advisors of Your choice outside the Company.

El Acuerdo de Arbitraje es un contrato y cubre aspectos importantes de tus derechos. Es tu responsabilidad leerlo y entenderlo. Tienes la libertad de buscar asistencia de asesores independientes de tu elección fuera de la Empresa.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS ARBITRATION AGREEMENT, UNDERSTAND ITS TERMS AND ACKNOWLEDGE THAT IT IS WRITTEN IN A MANNER THAT I UNDERSTAND, AND UNDERSTAND THAT BY SIGNING IT, THE COMPANY AND I ARE GIVING UP OUR RIGHTS TO A COURT OR JURY TRIAL AND AGREEING TO ARBITRATE CLAIMS COVERED BY THIS ARBITRATION AGREEMENT.

AGREED:

Employee Signature

Date

Employee Name Printed

FOR APPLICANTS/EMPLOYEES UNDER AGE 18 ONLY:

I, _____, certify and attest that I am the parent/legal guardian of _____. On behalf of myself and spouse, if applicable, and on behalf of my minor child or ward, I understand and agree that arbitration is a condition of employment and agree that any disputes covered by this Arbitration Agreement will be decided by an arbitrator and not by way of court or jury trial.

Parent/Guardian Signature

Date

Parent/Guardian Name Printed