



CLOVER EMPLOYEE HANDBOOK
v. 2.29.16

PROPERTY OF CLOVER FAST FOOD INC.



WELCOME

Welcome to Clover.

We're building the future, and we need you to get it right.

What does that mean? It means we make a lot of mistakes. Tons and tons of mistakes. We expect you're going to screw some things up too. Maybe not as much as us, but you're going to make mistakes, and we're going to love you for them. That's what doing new things is all about.

But let's make these failures work for us. To make that happen always follow these simple rules:

- (a) Let's work together to make sure your mistakes don't cost anyone. That means don't get hurt, don't create dangerous situations for others, and don't bust my fryer, seriously.
- (b) We're going to ask you to learn (and help us learn) from EVERY SINGLE mistake you make. We love NEW MISTAKES (as long as they don't cost anyone, see above), but we hate seeing the same mistakes again and again.

Over the coming weeks we want you to learn as much as you can as quickly as possible. You're going to learn what clean looks like, how to keep up with lines that grow larger everyday, and you may even learn what a "Gordon" is. Above all you're going to get to know our food. And we're going to be there with you along the way to provide the support you need.

You're going to help us make Clover better than it is today. You're going to do that by learning from your failures and helping us learn from ours.

To start with, if you have any questions or concerns regarding any of the policies outlined in this book, or if for any reason you are unable to follow any of these policies, it is your responsibility to raise your questions or concerns with a manager. We'll do our best to answer your questions or make changes that improve Clover.



HIRING

HIRING

We hire people based on their ability to get the job done. Employment is at will (meaning you can quit if it's not working for you, and we can drop you if it's not working for us). We work hard to help you become better at what you do, and expect you to help us become better at what we do. Clover does not hire people under the age of 18.

PAY

Provisional Employee (\$11/ hr.)

When you start working for Clover you are hired provisionally. You will be considered for the position of Team Member after you have completed the required PE training outlined in the most recent version of the Teacher's Training guide (you can access this from the Careers page of the website). You must work a minimum of 80 hours before being considered for the position of Team Member. If you are not invited to join the permanent team we will explain our reservations, if after that conversation we still feel you are unable to complete training and reservations are not addressed, we will shake hands and part ways as friends.

Team Member (\$11.25-12.25/ hr.)

If you are invited to join the permanent team you will become a Team Member. As a Team Member, you might be making sandwiches, taking orders, keeping everything sparkling, smiling, and having a good time. You will start at the base pay rate (\$11.25) and be eligible for a \$0.50 raise to \$11.75 after 700 hours. Following that you will be eligible for a \$0.50 pay increase after 1400 hours to a maximum of \$12.25/ hr.

Order Taker (\$12/ hr.)

Order takers are carefully chosen people who's sole who are focused on growing sales and communicating with others. You must be a fully trained Team Member to become eligible for this role and pass all order taking training. Their main duty will be taking orders in store.

Team Leader (\$13.50-14.50 hr.)

All Team Leaders start as Team Members and are expected to demonstrate the qualities of a Team Leader before being awarded with that title/ pay. You will oversee a shift at Clover coordinating the activities of 2-15 employees. Normally, that means you will run an open or close shift. You're going to make sure the food is perfect and get to know your customers by their names. Team Leaders are required to be Serv-Safe-certified and Allergen-Awareness-certified before their promotion can take place. Team Leaders will receive feedback from their manager once a month. Team Leaders will be eligible for annual pay increases of \$1/ hr. after 1 year or 26 pay periods for a maximum potential of \$14.50/hr.

Lead Order Taker (\$15/ hr.)

All Lead Order Takers must have previously been trained as Order Takers, they will have to meet a certain sales goal and pass the Order Taker validation test before becoming eligible for this role. This role will be responsible for some minor in-store communications stuff (example: putting up posters, tweeting) in addition to training others. Their main duty will be taking orders in store.

Restaurant Assistant Manager (\$32,000-36,000 annually; salary & bonus potential)

You will need to work into this role. Your base will start at \$32K with bonus potential, paid quarterly. You'll be the right hand to a Clover manager, running the ship when they are not there and developing your skills to run a restaurant on your own one day. This role is where Clover's future leaders are forged. \$1,000 potential bonus issued quarterly based on 100% pass on Customer Service and Sanitation Inspections. Bonuses are only earned if you are currently in good standing at the time bonuses are being issued.

Overnight Restaurant Assistant Manager (\$36,000 annually)

Base salary starts at \$36,000. You'll be the right hand to a Clover manager, running the ship during the overnight while developing your skills to run a restaurant on your own one day. This role is where Clover's future leaders are forged. It is best suited for someone who has experience working and running an overnight shift. Overnight Assistant Managers work a 4 day work week, with a rotating schedule that gives Friday, Saturday, Sunday's off on an every other month basis.



HIRING (CON'T)

Assistant General Manager (\$40,000 annually; salary & bonus potential)

Base salary starts at \$40,000. You'll be the right hand to a Clover manager, running the ship while developing your skills to run a restaurant on your own one day. This is a role that preps our next wave of General Managers by pairing them with a seasoned Clover General Manager closely.

Truck and Restaurant General Manager (\$40,000-110,000 annually; salary & bonus potential)

You'll be running a not-so-small business or maybe several at one time. Restaurants are broken into tiers based on sales volumes. The base pay is set by sales tier. Managers will receive a quarterly bonus based on their year-over-year sales increase for that quarter. On top of the quarterly bonus, there will be an end of year bonus based on performance. The end of year bonus potential will grow the longer you've been at Clover.

SALARY STRUCTURE

(FOR RESTAURANT AND TRUCK MANAGERS):

BASE SALARY BASED ON SALES TIER		
Tier 1	up to \$500,000 sales	\$40,000/ yr
Tier 2	\$500,001 to 1,000,000 sales	\$45,000/ yr
Tier 3	\$1,000,001 to \$1,500,000 sales	\$55,000/ yr
Tier 4	\$1,500,001 to \$2,500,000 sales	\$65,000/ yr
Tier 5	Above \$2,500,000 sales	\$75,000/ yr

OUTLINE OF BONUS STRUCTURE

(FOR RESTAURANT AND TRUCK MANAGERS):

+ BONUS #1: QUARTERLY BASED ON QUARTERLY SALES PERFORMANCE
Ramping restaurant (first 3 years): equal to year over year sales increase
e.g., 18% year over year growth will result in 18% bonus for quarter



HIRING (CON'T)

+ BONUS #2: END OF YEAR BONUS BASED ON PERFORMANCE	
First year as a Clover manager	Bonus potential 10%
Second year as Clover manager	Bonus potential 15%
Third year as Clover manager	Bonus potential 20%
Fourth year as Clover manager	Bonus potential 25%
Fifth year as Clover manager	Bonus potential 30%

* Ramped restaurant (older than 3 years): equal to 160% of year over year sales increase
e.g., 10% year over year growth will result in 16% bonus for quarter

** Bonus is calculated as a percentage of the pay for the quarter in question.
For new restaurants without previous year sales, budget numbers will be used.

Bonuses are only earned if you are currently in good standing at the time bonuses are being issued.



BENEFITS

HEALTH INSURANCE

All employees are eligible for health insurance after working full time for 90 working days. You are considered a full-time employee when you work a minimum average of 30 hours/week over the course of 3 months.

Per Pay Period Premium Contribution Schedule				
Harvard Pilgrim Health Care – Best Buy HMO \$2,000 Deductible Plan				
Selection	Coverage Level	Your Cost	Company Cost	
<input type="checkbox"/> Option A	Individual	\$103.79	\$103.79	
<input type="checkbox"/> Option B	Employee + Spouse	\$278.16	\$137.00	
<input type="checkbox"/> Option C	Employee + <u>Child(ren)</u>	\$257.29	\$126.73	
<input type="checkbox"/> Option D	Family	\$369.38	\$195.23	

*Clover contributes 50% to all individual plans and 33% to all family plans

In compliance with all state, federal and local laws, we observe the rights granted to all persons, stated under the Civil Rights Act of 1964 and under FMLA code, [click here](#) for more details or refer to HR.

OTHER BENEFITS

All Employees:

- Discounted meals (we'll sell you food at an at-cost rate)
- Free uniforms for employees
- Discounted apparell and shelve staple goods sold in-store
- Health Insurance (50% employer contribution on single plans and a 33% contribution on family plans (let HR know if you want to see the details of the plan)
- Free Knife Skills 101, 102, and 103 classes (\$55 value)
- Free Cooking Classes (soup-making, hot sauce-making, pickling, soda-making, and more, \$55 value)
- Quarterly food-sourcing trips (visit a roaster, brewer, or farmer with our Director of Food or other corporate team members)

Benefits exclusive to Managers and Corporate Roles:

- Fitness Pay-Back Program (we'll reimburse you by ½ for any fitness related classes or day-passes, up to a max of \$10/instance or \$100/ month per employee).
- Hubway Bike Program membership



GETTING PAID

PAYCHECKS

Paychecks are issued every 2 weeks. Payments are issued 1 week after the last week worked, so your first paycheck will arrive by the 3rd Friday you've been working for Clover.

You can receive payroll two ways, through direct deposit or a payroll card. The payroll card will be subject to a \$2 fee upon issue and can be used as a debit card. We avoid cutting checks so that we're as paperless as possible.

If there are ever any discrepancies in pay, bring those to the attention of your manager ASAP we will work to resolve as soon as possible.

PAY

To avoid printing pay stubs that get thrown away we use an online system called ADP iPay. Use iPay to view and print your earnings statements and W2 information from any location at any time. This requires computer access. If you don't have access to a computer just let us know and we can help give you access.

How to Register on ADP iPayStatements:

Go to <https://paystatements.adp.com>.

Click on "Register Now."

Enter the Self Service Registration Pass Code. The code is: cloverff-ess

Select iPayStatements as the self-service product.

You will then be prompted to complete a registration process where you answer a few security questions and select a password. Your password must contain between 8 to 20 characters and at least one alpha and one numeric character. You will be assigned a system-generated User ID that will be emailed to you. The security questions will be used to verify your identity if you ever forget your user ID or password.

Upon completing the registration process, you may access your pay statements at <https://paystatements.adp.com>.



GENERAL

TIME OFF

Just ask! We want to know at least a week in advance. More notice is better. All requests for time off should be communicated through When I Work, at least 1 week in advance for hourly employees and 2 weeks in advance for team leaders. If you're a manager or assistant manager you'll be expected to give 1 month's advance notice, by filling out a PTO Request form and submitting it to your direct report.

SICK DAYS

We're determined to NEVER get a customer sick. So when you're feeling sick it's your responsibility to let your manager know ASAP. Even if it's just a sniffle we want to know. We will work with you to make sure you get as many hours as you want, but that you're not working with food when you're sick. If you are absent for an extended period of time due to illness your manager may require a note from your doctor clearing you to work. All Clover employees must adhere to our SICKNESS AGREEMENT and sign prior to starting with Clover.

ATTENDANCE

We want to provide the best possible experience to all of our customers and to our team. When you are absent or late, the customers and the whole team will suffer. We understand that there are emergencies that may cause you to be absent or run late. If you have an emergency please let your manager know as soon as possible. This will allow your manager to find somebody to fill your shift. Unless you have an emergency or are sick, you are expected to work every shift for which you are scheduled. "No-call, no-shows" will not be tolerated.

There may be times when you can leave your shift early. This is at the discretion of your manager/ supervisor. Everyone is expected to be on time for his or her shift. If you are scheduled to start work at 7am, you must be dressed in a clean Clover uniform, reporting to your team leader or manager at 7am. You are late if you are walking in the door at 7am and reporting at 7:05am.

CLOCKING IN AND OUT

All Clover employees are issued an employee ID number and are expected to Clock-in and Clock-out for shifts in order to be paid for that shift. Clock in should happen on-time when you are ready to start work at the scheduled time you are expected to start work. The same goes for end of shift. In order to be paid for your time at Clover you must be clocking in and out for both your scheduled shift and any breaks you take.

DEPARTING FROM EMPLOYMENT

Though we'd like to keep everyone around for as long as possible, we understand there may come a time for you to move on from your job at Clover. By following the correct procedure, you can ensure a successful departure for yourself and for your manager. If you're a Team Member or a Team Leader, we ask that you give your manager 2 weeks' notice. For all salaried positions, we ask that you give your direct report at least 1 month's notice. We want you to leave feeling good about your experience at Clover and depart as friends. We hope that wherever you end up, you take along some of your learning's from your time at Clover.

BREAKS

Breaks are at the discretion of the manager or team leader in charge (we may send an employee on a 15 min paid break when working a shorter shift as time permits). If you're working a longer shift (6 hours or more) we require you to take a 30-minute break, unpaid. Employees must clock in and out for breaks, unless the manager specifies the break is paid.



GENERAL (CON'T)

UNIFORM POLICY

Our goal is to present our customers with a cleaner Clover. The way you dress and how you present yourself plays an important role in the overall impression that customers have of Clover. So anytime you are working, you are required to wear a clean Clover uniform and to present a neat and professional appearance in accordance with this policy.

All employees, including part-time and full-time employees, must adhere to the standards of this Policy. In the event you show up to work without your clothing and appearance complying with these standards – which is subject to Clover's sole discretion – your manager may send you home and you may be subject to additional discipline up to and including termination.

Requirements:

At all times during work, all employees must wear jeans (dark denim, clean, without holes) and slip-resistant kitchen shoes. All Provisional Employees must also wear a clean t-shirt and a Clover hat. All other Team Members are required to wear a Clover hat, Clover t-shirt and an apron. All clothing worn by employees at work should be clean and free of stains and wrinkles.

All employees are issued a Clover hat and apron on their first day of Provisional Employment. After you become a Team Member, you will also be issued three solid color non-logo Clover t-shirts and an additional one apron. Uniforms will be supplied to relevant staff and will remain the property of Clover; however, full responsibility for maintenance and cleanliness will remain the employee's responsibility. If you need a replacement uniform for any reason (e.g. damage), you will be required to turn in your old uniform to Clover. Failure to properly care for your uniforms (i.e. Clover's property) may result in discipline action up to and including termination of your employment.

PERSONAL APPEARANCE POLICY:

When working, all employees must present themselves in a neat and professional manner. First and foremost, this means being clean (e.g. having your hair washed, your fingernails clean and practicing good general hygiene). Employees should also be well-groomed at all times. While a clean-shaven face is preferred, employees with facial hair must ensure that it is neat and well-trimmed. Anyone with facial hair longer than 1/4 inch will also be required to wear a beard guard. Employees will also be required to wear a hair net if they have long hair that is not pulled back and contained by their Clover hat.

Jewelry like earrings, necklaces, rings, nose rings, bracelets, watches, etc. should not be worn during work. However, employees may be permitted to wear a simple band rings which are able to be sanitized. Employees who have other visible facial or body piercings will be required to remove the piercings during work hours.

As with all of its policies, Clover will apply this policy in a manner which complies with all applicable state and federal laws, including those which may require reasonable accommodations for employees that do not create an unsafe workplace or an undue hardship. Any employee with questions about this policy and how it applies to him/her should speak with Human Resources.



GENERAL (CON'T)

MEALS

Clover offers food and beverages for employees at a discount. All orders should be placed with an order taker. Our generosity depends upon your honesty and adherence to this policy. All food should be enjoyed outside of any prep area. You will find that we TASTE food all day long. This is absolutely critical to delivering Clover's food quality. TASTING is very different than EATING. You will learn the difference as part of your training.

TELEPHONE POLICY

You may not use your phone for calls or text messages while working. Phones should never be used when operating a company-owned, company-leased or company-rented vehicle.

TEXTING POLICY

We don't use texting to communicate at Clover. Please do not text your manager or co-workers about work-related issues. Use phone or Wheniwork instead.

ZERO TOLERANCE

Harassment, violence, or the threats of violence are not tolerated at Clover. If you experience any of these you have the duty to report the incident to your manager immediately.

Intoxication of any type is not permitted at Clover. This means no drinking on the job and no use or possession of any drugs. Employees are not permitted to buy or drink alcohol at Clover; doing so will result in immediate dismissal.

SMOKING POLICY

Smoking is not allowed in any Clover facility, restaurant or vehicle. Any employee, especially one in uniform, wanting to smoke, must do so 3 blocks away from any Clover location. The employee must be on break and let their manager or team leader know that they are stepping away.

SAFETY

We don't want any of our employees to get hurt making Clover's food. If an accident happens, even a minor accident, please notify your manager immediately.

USE OF COMPANY TECHNOLOGY

Be careful with the iPods. We'd rather pay you more or buy better food than spend money on replacing broken electronics. Don't take them away from work. They are all equipped with tracking devices. Clover's electronic devices are the property of Clover and are to be used for work purposes. All information and messages composed, sent or received on any Clover system is the property of Clover. Employees should not hold the expectation of privacy when using Clover systems.



FOOD DEV

Every single recipe, everything we do, has been developed with help from our customers and employees. We invite you to join us in helping further the development of our food. We meet every Tuesday at 3pm at the CloverHUB in Inman Square for Food Development Meetings. These meetings are open to the public. We encourage everyone to attend.

If you'd like to submit a recipe for the Clover menu, follow these steps:

STEP 1: CHAMPION AN IDEA

Think of an item you had once that you still think about. Maybe it was a dish from childhood, something your family made every year, something you had on a trip you never forgot. We like recipes that come from real places and that have real stories tied to them. Our chickpea fritter was inspired by a falafel Ayr ate in Paris. Our cinnamon lemonade came from a customer who thought it might be a good idea. The Pushpir Sandwich was developed with help from our favorite Indian chef. The Enzo Sandwich came from a salad Vincenzo's family makes in Calabria, Italy. The pimento came from Lucia's grandmother's recipe from Texas. Craig tasted fresh jalapenos and thought they'd make a great soda.

Your item should come from a real place or memory. A cookbook or internet search might help you develop the recipe, but it's generally not the best place to start when coming up with an idea.

Talk to your manager or to one of Clover's Development Chefs (Chris, Enzo, Ayr). They'll be able to give you advice, point you in the right direction, and offer up a space for you to prepare your food.

STEP 2: BRING YOUR ITEM TO A FOOD DEVELOPMENT MEETING

We'll all taste your item. Most of the time we do blind tastings. We ask ourselves questions when we taste like "Is this something I want more of?" or "Do I want another bite...?" We all give feedback, and Ayr usually makes final decision.

WE LOOK FOR:

- Bright, clear and clean flavors
- A celebration of one ingredient or just a few (take a nice ingredient and highlight it, not cover it up. For example, apple soda (yes) vs apple cinnamon soda (no))
- No processed flavors, absence of oldness or muddled flavors

Things we consider:

- Cost Structure
- Does it fit with our food model?
- Nutritional value
- Is this something we can pull off at scale?

STEP 3: TEST AT A LOCATION

We might love what you brought. Now we want to see how the customers feel. The kitchen will scale this in small batches and send to a location where we will test it with customers. Based on their feedback, we will rework idea and bring it back to a future Food Dev meeting. This can go on and on until we love it and customers agree. All our items are up for re-working at any time (the falafel batter is on version 32!)

clover FOOD DEV (CON'T)

STEP 4: SCALE FOR PRODUCTION

Now that we know we love it, we have to figure out how to scale the recipe into production. This takes some testing in the kitchen. We perform costing analyses and figure out the nutritional values of the item.

We consider:

- Is this item profitable?
- Does it fit with our food model?
- Is this item nutritionally aligned with our menu?
- Is this something we can pull off at scale?

The kitchen also has to prepare training materials, which include videos and cards for locations and training in the kitchen on the production side.

STEP 5: LAUNCH

Training materials are sent to locations, packaging and production is in place in kitchen, promotion is in place.

CONFIDENTIALITY

Clover Fast Food Inc.

At-Will Employee Conflicts, Confidentiality and Assignment Agreement

As a condition of my employment with Clover Fast Food, Inc., its subsidiaries, affiliates, successors or assigns (together the “Company”), and in consideration of my employment with and compensation hereafter paid to me by Company, and in recognition that Company has a legitimate interests in the foregoing provisions given its innovative approach to technology and the food service business, and in recognition of the fact that as an employee of the Company I will have access to confidential and proprietary information, I agree as follows:

1. Proprietary Information. I agree that all information, whether or not in writing, concerning the Company’s business, technology, business relationships or financial affairs which the Company has not released to the general public (collectively, “Proprietary Information”) is and will be the exclusive property of the Company.

By way of illustration, Proprietary Information may include information or material which has not been made generally available to the public, such as: (a) corporate information, including plans, strategies, methods, policies, resolutions, negotiations or litigation; (b) marketing information, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections; (c) financial information, including cost and performance data, debt arrangements, equity structure, investors and holdings, purchasing and sales data and price lists; and (d) operational and technological information, including plans, specifications, manuals, forms, templates, software, designs, methods, procedures, formulas, discoveries, inventions, improvements, concepts, recipes and ideas; and (e) personnel information, including personnel lists, reporting or organizational structure, resumes, personnel data, compensation structure, performance evaluations and termination arrangements or documents. Proprietary Information also includes information received in confidence by the Company from its customers or suppliers or other third parties.

2. Recognition of Company’s Rights. I will not, at any time, without the Company’s prior written permission, either during or after my employment, disclose any Proprietary Information to anyone outside of the Company, or use or permit to be used any Proprietary Information for any purpose other than the performance of my duties as an employee of the Company. I will cooperate with the Company and use my best efforts to prevent the unauthorized disclosure of all Proprietary Information. I will deliver to the Company all copies of Proprietary Information in my possession or control upon the earlier of a request by the Company or termination of my employment.

3. Rights of Others. I understand that the Company is now and may hereafter be subject to non-disclosure or confidentiality agreements with third parties, which require the Company to protect or refrain from use of proprietary information. I agree to be bound by the terms of such agreements in the event I have access to such proprietary information.

4. Commitment to Company; Avoidance of Conflict of Interest. While an employee of the Company, I will devote my good faith efforts to the Company’s business and I will not engage in any other business activity that conflicts with my duties to the Company.

CONFIDENTIALITY

I will advise the president of the Company or his or her nominee at such time as any activity of either the Company or another business presents me with a conflict of interest or the appearance of a conflict of interest as an employee of the Company. I will take whatever reasonable action is requested of me by the Company to resolve any conflict or appearance of conflict which it finds to exist.

By way of illustration, conflicts may include working at another restaurant directly competitive with Company or any entity the Company believes is trying to duplicate its unique approach to the fast order food service business as it relates to food product sourcing, POS technology, food trucks or organizational systems....

5. **Developments.** I will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, databases, computer programs, formulae, techniques, trade secrets, graphics or images, audio or visual works, recipes and other works of authorship (collectively “Developments”), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by me (alone or jointly with others) or under my direction during the period of my employment. I acknowledge that all work performed by me is on a “work for hire” basis, and I hereby do assign and transfer to the Company and its successors and assigns all my right, title and interest in all Developments that (a) relate to the business of the Company or any of the products or services being researched, developed, manufactured or sold by the Company or which may be used with such products or services; or (b) directly result from tasks assigned to me by the Company; or (c) result from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company (“Company-Related Developments”), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights (“Intellectual Property Rights”).

Company acknowledges and respects that I may be involved in personal projects that fall completely outside of the scope of my employment hereunder and I understand that it is no Company’s intent in connection with the above provision to hinder my artistic freedom as it relates to my personal endeavors. Accordingly, this Agreement shall not apply to any Developments that I create entirely on my own time and with at any point using any of Company’s property or Proprietary Information.

6. **Documents and Other Materials.** I will use best efforts to keep and maintain adequate and current records of all Proprietary Information and Company-Related Developments developed by me during my employment, which records will be available to and remain the sole property of the Company at all times.

All files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, recipes or other written, photographic or other tangible material containing Proprietary Information, whether created by me or others, which come into my custody or possession, are the exclusive property of the Company to be used by me only in the performance of my duties for the Company. Any property situated on the Company’s premises and owned by the Company, including without



CONFIDENTIALITY

limitation computers, disks and lockers or other work areas, is subject to inspection by the Company at any time with or without notice. In the event of the termination of my employment for any reason, I will deliver to the Company all files, letters, notes, memoranda, reports, records, data, sketches, drawings, notebooks, layouts, charts, quotations and proposals, specification sheets, program listings, blueprints, models, prototypes, recipes or other written, photographic or other tangible material containing Proprietary Information, and other materials of any nature pertaining to the Proprietary Information of the Company and to my work, and will not take or keep in my possession any of the foregoing or any copies.

7. Enforcement of Intellectual Property Rights. I will cooperate fully with the Company, both during and after my employment with the Company, with respect to the procurement, maintenance and enforcement of Intellectual Property Rights in Company-Related Developments. I will sign all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development. If the Company is unable, after reasonable effort, to secure my signature on any such papers, I hereby irrevocably designate and appoint each officer of the Company as my agent and attorney-in- fact to execute any such papers on my behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Company-Related Development.

9. Government Contracts. I acknowledge that the Company may have from time to time agreements with other persons impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to comply with any such obligations or restrictions upon the direction of the Company. In addition to the rights assigned under paragraph 5, I also assign to the Company (or any of its nominees) all rights which I have or acquired in any Developments, full title to which is required to be in the United States under any contract between the Company and the United States or any of its agencies.

10. Prior Agreements. I hereby represent that, except as I have fully disclosed previously in writing to the Company, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. I further represent that my performance of all the terms of this Agreement as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company. I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

11. Remedies Upon Breach. I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief.



CONFIDENTIALITY

12. Use of Voice, Image and Likeness. I give the Company permission to use my voice, image or likeness, with or without using my name, for the purposes of advertising and promoting the Company, or for other purposes deemed appropriate by the Company in its reasonable discretion, except to the extent expressly prohibited by law.

13. Publications and Public Statements. I will obtain the Company's written approval before publishing or submitting for publication any material that relates to my work at the Company and/or incorporates any Proprietary Information. To ensure that the Company delivers a consistent message about its products, services and operations to the public, and further in recognition that even positive statements may have a detrimental effect on the Company in certain securities transactions and other contexts, any statement about the Company which I create, publish or post during my period of employment and for six (6) months thereafter, on any media accessible by the public, including but not limited to electronic bulletin boards and Internet-based chat rooms, must first be reviewed and approved by an officer of the Company before it is released in the public domain.

14. No Employment Obligation. I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment. I acknowledge that, unless otherwise agreed in a formal written employment agreement signed on behalf of the Company by an authorized officer, my employment with the Company is at will and therefore may be terminated by the Company or me at any time and for any reason.

15. Survival and Assignment by the Company. I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of employment. I further understand that my obligations under this Agreement will continue following the termination of my employment regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or affiliate to whose employ I may be transferred without the necessity that this Agreement be resigned at the time of such transfer.

17. Severability. In case any provisions (or portions thereof) contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

18. Interpretation. This Agreement will be deemed to be made and entered into in the Commonwealth of Massachusetts, and will in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Massachusetts. I hereby agree to consent to personal jurisdiction of the state and federal courts situated within the Commonwealth of Massachusetts for purposes of enforcing this Agreement, and waive any objection that I might have to personal jurisdiction or venue in those courts.



SALARIED

In addition to the hourly handbook, the following policies, rules and regulations apply to all Salaried Employees who work for Clover. All salaried employees, managers, assistant managers and corporate persons, are expected to follow and enforce company policy.

SALARIED EMPLOYEES

Salaried employees are paid by salary and not hourly and are exempt from overtime pay and minimum wage provisions of State and Federal wage laws. Salaried employees are expected to work on average about 50 hours/week and may be required to work weekends or holidays.

If at any time policy or standards of Clover are broken, a salaried person may be suspended with out pay for any given amount of time.

TIME OFF

Salaried employees earn Paid-Time Off (PTO): 10 days for Assistant Managers and 15-20 days for Managers/Corporate. Days off are vested quarterly. These days should be used any time salaried employees don't want to or are unable to work, including vacation, holidays, sick days, etc. If you need a day off from work and you don't have PTO, you should request an unpaid (UP) day off from your direct report. As a company, we will try to accommodate these requests as best we can. Anyone on salary can request to take an UP unpaid day with proper advance notice. Partial days off (working less than a normal day of work) will be granted by the same PTO policy. Any salaried person that is looking to take a partial day of work off is required to notify HR in writing.

Vacations should be scheduled at least 1 month in advance. Sickness and other emergencies should be communicated as early as possible. If your location is closed down due to weather or national holidays, we'll work with you to figure out whether you should take PTO, take an UP day, or work at another location.

Unused PTO expires at the end of each calendar year. If a person taking PTO fails to return to work after the last day of approved PTO, the PTO will not be issued to the employee and last day the employee worked will be the last paid day of the pay period.

TRACKING PTO/UP TIME:

See HR Folder (shared with all Salaried Persons in Drive), Leadership Attendance Log. Will give you a balance of PTO and show you what days we have tracked as being taken off, both paid and unpaid. Any requests made will be marked on a calendar and shared with you so that you can track status of request. Questions about PTO or concerns can be addressed with either your direct report or HR.

GREEN LIGHT DATES FOR TIME OFF:

Certain times of year are ideal for taking planned time off. They include January 1-February 28th, December 1-31

BLACKOUT DATES FOR TIME OFF:

Certain times are not ideal for taking planned time off, and there is a high chance that time requested around these dates will be denied. They include April 1-May 31 (Truck Launches) and August 1- September 30 (High Volume Days)

PAY

If there are ever any discrepancies in pay, bring those to the attention of HR (Megan@cloverfastfood.com) ASAP we will work to resolve as soon as possible.



CHECKLIST

- ☐ Review employee handbook
- ☐ Complete Safety & Sanitation Quiz
- ☐ Load Employee in When I Work
- ☐ Complete direct deposit/ Pay card
- ☐ Sign confidentiality agreement
- ☐ Complete W-4
- ☐ Complete M-4
- ☐ Complete I9
- ☐ Complete WOTC
- ☐ Upload employee picture to Flickr
- ☐ Order uniform for employee
- ☐ Sign Sickness reporting agreement
- ☐ Complete employee information page
- ☐ Sign up employee for knife skills
- ☐ FOR DRIVERS: Copy of drivers license
- ☐ FOR DRIVERS: Copy of driving record
- ☐ FOR SALARY: Signed CORI report
- ☐ FOR SALARY: Signed offer letter

(PLEASE INITIAL EACH OF THE ABOVE ITEMS TO INDICATE PAPERWORK IS COMPLETE)

I have read the Clover employee handbook, understand its contents, and will adhere to Clover's policies provided in this handbook which is only to be used as a general guidance and not intended to constitute or create any enforceable rights. This handbook does not create an employment contract between yourself and Clover. This document is updated regularly and changes are posted online; Clover retains the right to unilaterally change the terms of this manual at any time. I understand that it is my responsibility to understand the handbook content and to stay updated with changes to this document. If I have any issue with Clover policies it is my responsibility to raise those issues with Clover management immediately.

(Employee Signature)	(Employee Name- must match WIW name)	(Date)
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(Manager Signature)	(Manager Name)	(Date)
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(LOCATION EMPLOYEE IS PAID OUT OF)	(TITLE OF EMPLOYEE)
------------------------------------	---------------------



FLICK'R

INSTRUCTIONS FOR FLIK'R:

1. SNAP a picture. This should be taken in portrait, NOT LANDSCAPE.
 2. Start an email to Flickr (could18quit@phtos.flickr.com)
 3. In the Subject line:
 - Introduce new hire (first name only!)
 - Where will this person work at Clover?
 - Role at Clover?
 - Write something interesting about them, should be **non-Clover-related**, something you found out in learning more about them that others would find interesting
- EXAMPLE: Meet Harry, he is helping out with prep at KND. He used to live in ME where he cooked for a kids camp focused on farming.
4. Send in Actual Format.
 5. Double check that the picture posted to the website!



EMPLOYEE INFO

TO BE COMPLETED BY MANAGER BEFORE BEING HANDED INTO HR DEPARTMENT!

FOR PAYROLL

Hire Date: _____

SS#: _____

First Name: _____

Last Name : _____

Birth Date : _____

Address 1: _____

Address 2: _____

City: _____

State: _____

Zip: _____

Phone: _____

Job Title (circle): PE TM TL KITSL BAKSL AM AMIT GM GMIT
OTHER _____

Type (circle): Full Time Part Time Seasonal Student Temporary

Reports to : _____ (manager's name)

Home Department: _____ 000H (hourly) or 000S (salary)

FLSA (circle): exempt non exempt (all salary roles are exempt)

Rate Type(circle): Hourly Bi-Weekly

Base Rate/Yearly Salary : _____

Standard Hours for exempt employee only: _____

Federal Status (circle) : Single Married

Federal Exemptions : _____

State Status (circle) : Single Married

State Exemptions : _____

Where did you find out about Clover? (circle one below)

An employee at Clover told me about this job

I saw a hiring poster

A friend forwarded me a link to this job

I found this job posted at Clover's website

I found this job posted on a College Board

I found this job posted on Craigslist

I found this job posted on LinkedIn

I found this job posted on InDeed.com

I found this job posted on Good Food Jobs

I found this job posted online at another job site not mentioned



DIRECT DEPOSIT

Authorization for Direct Deposit

I authorize _____ to deposit my pay automatically to the account(s) indicated below and, if necessary, to adjust or reverse a deposit for any payroll entry made to my account in error. This authorization will remain in effect until I cancel it in writing and in such time as to afford _____ a reasonable opportunity to act on it.

Name on bank account: _____

Name of bank: _____

Bank account number: _____ Checking ☐ or Savings ☐

Bank routing number: _____

Amount: \$ _____ or ☐ entire paycheck

Balance of pay to:

☐ Manual (paper) check

☐ Account described below

Name on bank account: _____

Name of bank: _____

Bank account number: _____ Checking ☐ or Savings ☐

Bank routing number: _____

Important: Please attach a voided check for each bank account to which funds should be deposited.

Employee/Contractor signature: _____

Date: _____

Payers: Do not send this form with your Direct Deposit enrollment. Keep for your records.



PAYCARD

INSTRUCTIONS FOR ENROLLING PAYCARD:

NOTE: If your employee does not have Direct Deposit (that means if they do not provide a VOIDED check or Account and Routing number print out from a Bank when onboarding) then you have to sign them up for the Pay Card until they provide this info. Fee for the pay card is \$2 and taken out of their first payroll.

1. Have applicant complete the Pay card application with ALL information filled out (DOB, Address, SS# Full Name). Make sure it is legible.
2. Open a fresh payroll card envelope; enter the card number in the top box labeled CARD NUMBER.
3. Flip the paper over to find the Account number and Routing number, enter those numbers at the bottom of form in the appropriate labeled lines.
4. Verify form is signed in both places.
5. Verify numbers from form and card match (THIS IS REALLY IMPORTANT)
6. HR department will handle sending this information into ADP.



PAYCARD

ADP Majors

TotalPay® Card Application

Branch/Company Code:

Instructions: Return this completed application via fax or mail to:

Fax: (866)-841-9317

Mail: Money Network Operations, ADP Majors (8269)
7000 Goodlett Farms Pkwy, Suite 200
Cordova, TN 38016

CARD NUMBER
(Found on the front of your card)

APPLICANT'S NAME			DATE OF BIRTH	SOCIAL SECURITY NUMBER
(First)	(MI)	(Last)	(MM/DD/YY)	(xxx-xx-xxxx)

HOME ADDRESS (P.O. Box will not be accepted)			
(Street Address/Apt #)	(City)	(State)	(Zip)

PHONE NUMBER	EMAIL ADDRESS
(Home)	(Optional)

EMPLOYER NAME
Clover Fast Food
(Company Name)

EMPLOYER CONTACT INFORMATION	
Megan Pileggi 401.965.2544	megan@cloverfastfood.com
(Phone)	(Email Address)

Important Information About Applying for an Account Meta Bank complies with Section 326 of the USA PATRIOT Act, which requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. You are required to complete the fields asking for your name, address, date of birth, social security number, and other information that will allow us to identify you.

I am requesting to establish a DDA account at Money Network and the issuance of a TotalPay Card. Under penalties of perjury, I certify that the information provided above is accurate and truthful. I authorize Money Network to obtain information necessary to verify my identity and the information provided in this application, including verification of employment. If my application is accepted, I understand that the account and use of the card are subject to all of the terms and conditions described. I understand, acknowledge and agree that the account is designed for the direct deposit of payroll funds. No interest will be earned on funds in my account.

(Applicant's Signature) (Date)

I authorize my employer (or its payroll service provider) to initiate credit entries and, if necessary, to initiate any action to reverse or correct an erroneous credit entry to my pay card account, for the purpose of automatically depositing funds into my pay card account. I understand that this authorization replaces any previous authorizations and will remain in full force and effect until my employer has received written notification from me of its termination in such time and in such manner as to afford my employer and the bank a reasonable opportunity to act on it.

(Applicant's Signature) (Date)

ABA Routing # _____

Account # _____



CONFIDENTIALITY

I UNDERSTAND THAT THIS AGREEMENT AFFECTS IMPORTANT RIGHTS. BY SIGNING BELOW, I CERTIFY THAT I HAVE READ IT CAREFULLY AND AM SATISFIED THAT I UNDERSTAND IT COMPLETELY.

IN WITNESS WHEREOF, the undersigned has executed this agreement as a sealed instrument as of the date set forth below.

Signed: _____
(Employee's full name)

Type or print name: _____

Date: _____

Form W-4 (2016)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2016 expires February 15, 2017. See Pub. 505, Tax Withholding and Estimated Tax.

Note: If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- is age 65 or older,
- is blind, or
- will claim adjustments to income, tax credits, or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependents or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1382, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2016. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/efd.

Personal Allowances Worksheet (Keep for your records.)

<p>A Enter "1" for yourself if no one else can claim you as a dependent A _____</p> <p>B Enter "1" if: • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. B _____</p> <p>C Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) C _____</p> <p>D Enter number of dependents (other than your spouse or yourself) you will claim on your tax return D _____</p> <p>E Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) E _____</p> <p>F Enter "1" if you have at least \$2,000 of child or dependent care expenses for which you plan to claim a credit F _____</p> <p>(Note: Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)</p> <p>G Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. • If your total income will be less than \$70,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children. • If your total income will be between \$70,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child G _____</p> <p>H Add lines A through G and enter total here. (Note: This may be different from the number of exemptions you claim on your tax return.) H _____</p>	<p>For accuracy, complete all worksheets that apply.</p> <ul style="list-style-type: none"> • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2. • If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld. • If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.
--	--

----- Separate here and give Form W-4 to your employer. Keep the top part for your records. -----

<div style="display: flex; justify-content: space-between;"> <div style="text-align: left;"> <p>Form W-4 Department of the Treasury Internal Revenue Service</p> </div> <div style="text-align: center;"> <p>Employee's Withholding Allowance Certificate</p> <p>► Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p> </div> <div style="text-align: right;"> <p>OMB No. 1545-0074</p> <p style="font-size: 2em; font-weight: bold;">2016</p> </div> </div>			
1 Your first name and middle initial _____ Last name _____		2 Your social security number _____	
Home address (number and street or rural route) _____		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <small>Note: If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.</small>	
City or town, state, and ZIP code _____		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. <input type="checkbox"/>	
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2) _____		5 \$ _____	
6 Additional amount, if any, you want withheld from each paycheck _____		6 \$ _____	
7 I claim exemption from withholding for 2016, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here 7 _____			
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.			
Employee's signature (This form is not valid unless you sign it.) ► _____		Date ► _____	
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) _____		9 Office code (optional) _____	
		10 Employer identification number (EIN) _____	

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 10220Q

Form **W-4** (2016)



W4

Form W-4 (2016)

Page 2

Deductions and Adjustments Worksheet

Note: Use this worksheet only if you plan to itemize deductions or claim certain credits or adjustments to income.

1	Enter an estimate of your 2016 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% (7.5% if either you or your spouse was born before January 2, 1952) of your income, and miscellaneous deductions. For 2016, you may have to reduce your itemized deductions if your income is over \$311,300 and you are married filing jointly or are a qualifying widow(er); \$285,350 if you are head of household; \$258,400 if you are single and not head of household or a qualifying widow(er); or \$155,650 if you are married filing separately. See Pub. 505 for details.	1	\$
2	Enter: $\left\{ \begin{array}{l} \$12,600 \text{ if married filing jointly or qualifying widow(er)} \\ \$9,300 \text{ if head of household} \\ \$6,300 \text{ if single or married filing separately} \end{array} \right\}$	2	\$
3	Subtract line 2 from line 1. If zero or less, enter "-0-"	3	\$
4	Enter an estimate of your 2016 adjustments to income and any additional standard deduction (see Pub. 505)	4	\$
5	Add lines 3 and 4 and enter the total. (Include any amount for credits from the Converting Credits to Withholding Allowances for 2016 Form W-4 worksheet in Pub. 505.)	5	\$
6	Enter an estimate of your 2016 nonwage income (such as dividends or interest)	6	\$
7	Subtract line 6 from line 5. If zero or less, enter "-0-"	7	\$
8	Divide the amount on line 7 by \$4,050 and enter the result here. Drop any fraction	8	
9	Enter the number from the Personal Allowances Worksheet , line H, page 1	9	
10	Add lines 8 and 9 and enter the total here. If you plan to use the Two-Earners/Multiple Jobs Worksheet , also enter this total on line 1 below. Otherwise, stop here and enter this total on Form W-4, line 5, page 1	10	

Two-Earners/Multiple Jobs Worksheet (See Two earners or multiple jobs on page 1.)

Note: Use this worksheet only if the instructions under line H on page 1 direct you here.

1	Enter the number from line H, page 1 (or from line 10 above if you used the Deductions and Adjustments Worksheet)	1	
2	Find the number in Table 1 below that applies to the LOWEST paying job and enter it here. However , if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than "3"	2	
3	If line 1 is more than or equal to line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. Do not use the rest of this worksheet	3	
Note: If line 1 is less than line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.			
4	Enter the number from line 2 of this worksheet	4	
5	Enter the number from line 1 of this worksheet	5	
6	Subtract line 5 from line 4	6	
7	Find the amount in Table 2 below that applies to the HIGHEST paying job and enter it here	7	\$
8	Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed	8	\$
9	Divide line 8 by the number of pay periods remaining in 2016. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2016. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck	9	\$

Table 1

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$6,000	0	\$0 - \$9,000	0	\$0 - \$75,000	\$610	\$0 - \$38,000	\$610
6,001 - 14,000	1	9,001 - 17,000	1	75,001 - 135,000	1,010	38,001 - 85,000	1,010
14,001 - 25,000	2	17,001 - 26,000	2	135,001 - 205,000	1,130	85,001 - 185,000	1,130
25,001 - 27,000	3	26,001 - 34,000	3	205,001 - 360,000	1,340	185,001 - 400,000	1,340
27,001 - 35,000	4	34,001 - 44,000	4	360,001 - 405,000	1,420	400,001 and over	1,600
35,001 - 44,000	5	44,001 - 75,000	5	405,001 and over	1,600		
44,001 - 55,000	6	75,001 - 85,000	6				
55,001 - 65,000	7	85,001 - 110,000	7				
65,001 - 75,000	8	110,001 - 125,000	8				
75,001 - 80,000	9	125,001 - 140,000	9				
80,001 - 100,000	10	140,001 and over	10				
100,001 - 115,000	11						
115,001 - 130,000	12						
130,001 - 140,000	13						
140,001 - 150,000	14						
150,001 and over	15						

Table 2

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



M4

FORM
M-4

MASSACHUSETTS EMPLOYEE'S WITHHOLDING EXEMPTION CERTIFICATE

Rev. 1/08

Print full name
Print home address.....Social Security no.
City..... State Zip**Employee:**

File this form or Form W-4 with your employer. Otherwise, Massachusetts Income Taxes will be withheld from your wages without exemptions.

Employer:

Keep this certificate with your records. If the employee is believed to have claimed excessive exemptions, the Massachusetts Department of Revenue should be so advised.

HOW TO CLAIM YOUR WITHHOLDING EXEMPTIONS

1. Your personal exemption. Write the figure "1." If you are age 65 or over or will be before next year, write "2"
2. If married and if exemption for spouse is allowed, write the figure "4." If your spouse is age 65 or over or will be before next year and if otherwise qualified, write "5." See Instruction C.
3. Write the number of your qualified dependents. See Instruction D.
4. Add the number of exemptions which you have claimed above and write the total
5. Additional withholding per pay period under agreement with employer \$
 - A. ☐ Check if you will file as head of household on your tax return.
 - B. ☐ Check if you are blind.
 - C. ☐ Check if spouse is blind and not subject to withholding.
 - D. ☐ Check if you are a full-time student engaged in seasonal, part-time or temporary employment whose estimated annual income will not exceed \$8,000.

EMPLOYER: DO NOT withhold if Box D is checked.

I certify that the number of withholding exemptions claimed on this certificate does not exceed the number to which I am entitled.

Date..... Signed

THIS FORM MAY BE REPRODUCED**THE COMMONWEALTH OF MASSACHUSETTS, DEPARTMENT OF REVENUE****A. Number.** If you claim **more** than the correct number of exemptions, civil and criminal penalties may be imposed. You may claim a smaller number of exemptions. If you do not file a certificate, your employer must withhold on the basis of no exemptions.

If you expect to owe more income tax than will be withheld, you may either claim a smaller number of exemptions or enter into an agreement with your employer to have additional amounts withheld.

You should claim the total number of exemptions to which you are entitled to prevent excessive overwithholding, unless you have a significant amount of other income.

If you work for more than one employer at the same time, you must not claim any exemptions with employers other than your principal employer.

If you are married and if your spouse is subject to withholding, each may claim a personal exemption.

B. Changes. You may file a new certificate at any time if the number of exemptions **increases**. You **must** file a new certificate within 10 days if the number of exemptions previously claimed by you **decreases**. For example, if during the year your dependent son's income indicates that you will not provide over half of his support for the year, you must file a new certificate.**C. Spouse.** If your spouse is not working or if she or he is working but not claiming the personal exemption or the age 65 or over exemption, generally you may claim those exemptions in line 2. However, if you are planning to file separate annual tax returns, you should not claim withholding exemptions for your spouse or for any dependents that will not be claimed on your annual tax return.

If claiming a wife or husband, write "4" in line 2. Using "4" is the withholding system adjustment for the \$4,400 exemption for a spouse.

D. Dependent(s). You may claim an exemption in line 3 for each individual who qualifies as a dependent under the Federal Income Tax Law. In addition, if one or more of your dependents will be under age 12 at year end, add "1" to your dependents total for line 3.**You are not allowed to claim "federal withholding deductions and adjustments" under the Massachusetts withholding system.****If you have income not subject to withholding, you are urged to have additional amounts withheld to cover your tax liability on such income. See line 5.****IF YOU CLAIM THE SAME NUMBER OF EXEMPTIONS FOR MASSACHUSETTS AND U.S. INCOME TAXES, COMPLETE U.S. FORM W-4 ONLY.**



19

**Employment Eligibility Verification**

Department of Homeland Security
U.S. Citizenship and Immigration Services

**USCIS
Form I-9**

OMB No. 1615-0047
Expires 03/31/2016

► **START HERE.** Read instructions carefully before completing this form. The instructions must be available during completion of this form.
ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Names Used (if any)												
Address (Street Number and Name)		Apt. Number	City or Town		State	Zip Code											
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	E-mail Address			Telephone Number												
	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>							<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>									

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- ☐ A citizen of the United States
- ☐ A noncitizen national of the United States *(See instructions)*
- ☐ A lawful permanent resident (Alien Registration Number/USCIS Number): _____
- ☐ An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy) _____. Some aliens may write "N/A" in this field. *(See instructions)*

For aliens authorized to work, provide your Alien Registration Number/USCIS Number **OR** Form I-94 Admission Number:

1. Alien Registration Number/USCIS Number: _____

OR

2. Form I-94 Admission Number: _____

If you obtained your admission number from CBP in connection with your arrival in the United States, include the following:

Foreign Passport Number: _____

Country of Issuance: _____

Some aliens may write "N/A" on the Foreign Passport Number and Country of Issuance fields. *(See instructions)*

**3-D Barcode
Do Not Write in This Space**

Signature of Employee:	Date (mm/dd/yyyy):
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Preparer and/or Translator Certification *(To be completed and signed if Section 1 is prepared by a person other than the employee.)*

I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator:		Date (mm/dd/yyyy):	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State Zip Code



Employer Completes Next Page



**Section 2. Employer or Authorized Representative Review and Verification**

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR examine a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents" on the next page of this form. For each document you review, record the following information: document title, issuing authority, document number, and expiration date, if any.)

Employee Last Name, First Name and Middle Initial from Section 1:

List A Identity and Employment Authorization	OR	List B Identity	AND	List C Employment Authorization
Document Title:		Document Title:		Document Title:
Issuing Authority:		Issuing Authority:		Issuing Authority:
Document Number:		Document Number:		Document Number:
Expiration Date (if any)(mm/dd/yyyy):		Expiration Date (if any)(mm/dd/yyyy):		Expiration Date (if any)(mm/dd/yyyy):
Document Title:		<div style="border: 1px solid black; padding: 10px; text-align: center;">3-D Barcode Do Not Write in This Space</div>		
Issuing Authority:				
Document Number:				
Expiration Date (if any)(mm/dd/yyyy):				
Document Title:				
Issuing Authority:				
Document Number:				
Expiration Date (if any)(mm/dd/yyyy):				

Certification

I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): _____ **(See instructions for exemptions.)**

Signature of Employer or Authorized Representative		Date (mm/dd/yyyy)	Title of Employer or Authorized Representative	
Last Name (Family Name)		First Name (Given Name)	Employer's Business or Organization Name	
Employer's Business or Organization Address (Street Number and Name)		City or Town	State	Zip Code

Section 3. Reverification and Rehires (To be completed and signed by employer or authorized representative.)**A. New Name (if applicable)** Last Name (Family Name) First Name (Given Name) Middle Initial **B. Date of Rehire (if applicable) (mm/dd/yyyy):****C. If employee's previous grant of employment authorization has expired, provide the information for the document from List A or List C the employee presented that establishes current employment authorization in the space provided below.**

Document Title:	Document Number:	Expiration Date (if any)(mm/dd/yyyy):
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I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative:	Date (mm/dd/yyyy):	Print Name of Employer or Authorized Representative:
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LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)				
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
4. Employment Authorization Document that contains a photograph (Form I-766)		3. School ID card with a photograph		3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
		4. Voter's registration card		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		5. U.S. Military card or draft record		
		6. Military dependent's ID card		
		7. U.S. Coast Guard Merchant Mariner Card		5. Native American tribal document
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		6. U.S. Citizen ID Card (Form I-197)
		For persons under age 18 who are unable to present a document listed above:		7. Identification Card for Use of Resident Citizen in the United States (Form I-179)
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		10. School record or report card		8. Employment authorization document issued by the Department of Homeland Security
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

Form I-9 (Rev. 08/07/09) Y Page 5



8850

Form **8850**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

**Pre-Screening Notice and Certification Request for
the Work Opportunity Credit**

► See separate instructions.

OMB No. 1545-1500

Job applicant: Fill in the lines below and check any boxes that apply. Complete only this side.

Your name _____ Social security number ► _____

Street address where you live _____

City or town, state, and ZIP code _____

County _____ Telephone number _____

If you are under age 40, enter your date of birth (month, day, year) _____

- 1 ☐ Check here if you received a conditional certification from the state workforce agency (SWA) or a participating local agency for the work opportunity credit.
- 2 ☐ Check here if **any** of the following statements apply to you.
- I am a member of a family that has received assistance from Temporary Assistance for Needy Families (TANF) for any 9 months during the past 18 months.
 - I am a veteran and a member of a family that received Supplemental Nutrition Assistance Program (SNAP) benefits (food stamps) for at least a 3-month period during the past 15 months.
 - I was referred here by a rehabilitation agency approved by the state, an employment network under the Ticket to Work program, or the Department of Veterans Affairs.
 - I am at least age 18 but **not** age 40 or older and I am a member of a family that:
 - a** Received SNAP benefits (food stamps) for the past 6 months, **or**
 - b** Received SNAP benefits (food stamps) for at least 3 of the past 5 months, **but** is no longer eligible to receive them.
 - During the past year, I was convicted of a felony or released from prison for a felony.
 - I received supplemental security income (SSI) benefits for any month ending during the past 60 days.
 - I am a veteran and I was unemployed for a period or periods totaling at least 4 weeks but less than 6 months during the past year.
- 3 ☐ Check here if you are a veteran and you were unemployed for a period or periods totaling at least 6 months during the past year.
- 4 ☐ Check here if you are a veteran entitled to compensation for a service-connected disability and you were discharged or released from active duty in the U.S. Armed Forces during the past year.
- 5 ☐ Check here if you are a veteran entitled to compensation for a service-connected disability and you were unemployed for a period or periods totaling at least 6 months during the past year.
- 6 ☐ Check here if you are a member of a family that:
- Received TANF payments for at least the past 18 months, **or**
 - Received TANF payments for any 18 months beginning after August 5, 1997, **and** the earliest 18-month period beginning after August 5, 1997, ended during the past 2 years, **or**
 - Stopped being eligible for TANF payments during the past 2 years because federal or state law limited the maximum time those payments could be made.

Signature—All Applicants Must Sign

Under penalties of perjury, I declare that I gave the above information to the employer on or before the day I was offered a job, and it is, to the best of my knowledge, true, correct, and complete.

Job applicant's signature ►

Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 22851L

Form **8850** (Rev. 1-2012)



8850

For Employer's Use Only

Employer's name _____ Telephone no. _____ EIN ► _____

Street address _____

City or town, state, and ZIP code _____

Person to contact, if different from above _____ Telephone no. _____

Street address _____

City or town, state, and ZIP code _____

If, based on the individual's age and home address, he or she is a member of group 4 or 6 (as described under Members of Targeted Groups in the separate instructions), enter that group number (4 or 6) ► _____

Date applicant:

Gave information _____ Was offered job _____ Was hired _____ Started job _____

Under penalties of perjury, I declare that the applicant provided the information on this form on or before the day a job was offered to the applicant and that the information I have furnished is, to the best of my knowledge, true, correct, and complete. Based on the information the job applicant furnished on page 1, I believe the individual is a member of a targeted group. I hereby request a certification that the individual is a member of a targeted group.

Employer's signature ►

Title

Date

Privacy Act and Paperwork Reduction Act Notice

Section references are to the Internal Revenue Code.

Section 51(d)(13) permits a prospective employer to request the applicant to complete this form and give it to the prospective employer. The information will be used by the employer to complete the employer's federal tax return. Completion of this form is voluntary and may assist members of targeted groups in securing employment. Routine uses of this form include giving it to the state workforce agency (SWA), which will contact appropriate sources to confirm that the applicant is a member of a targeted group. This form may also be given to the Internal Revenue Service for administration of the Internal Revenue laws, to the Department of Justice for civil and

criminal litigation, to the Department of Labor for oversight of the certifications performed by the SWA, and to cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Recordkeeping . . . 6 hr., 27 min.

Learning about the law or the form 30 min.

Preparing and sending this form to the SWA 37 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W-CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224.

Do not send this form to this address. Instead, see *When and Where To File* in the separate instructions.



SICKNESS AGREEMENT

Preventing Transmission of Diseases through Food by Infected Food Employees with Emphasis on illness due to *Salmonella* Typhi, *Shigella* spp., *Escherichia coli* 0157:H7, and Hepatitis A Virus

The purpose of this agreement is to ensure that Food Employees notify the Person in Charge when they experience any of the conditions listed so that the Person in Charge can take appropriate steps to preclude the transmission of foodborne illness.

I AGREE TO REPORT TO THE PERSON IN CHARGE:

FUTURE SYMPTOMS and PUSTULAR LESIONS:

1. Diarrhea
2. Fever
3. Vomiting
4. Jaundice
5. Sore throat with fever
6. Lesions containing pus on the hand, wrist, or an exposed body part

(Such as boils and infected wounds, however small)

FUTURE MEDICAL DIAGNOSIS

Whenever diagnosed as being ill with typhoid fever (*Salmonella* Typhi), shigellosis (*Shigella* spp.), *Escherichia coli* 0157:H7 infection (*E. coli* 0157:H7), or hepatitis A (hepatitis A virus, *Entamoeba histolytica*, *Campylobacter* spp., *Vibrio Cholera* spp., *Cryptosporidium parvum*, *Giardia lamblia*, Hemolytic Uremic Syndrom, *Salmonella* spp (non-typhi), *Yersinia enterocolitica*, or *Cyclospora cayentanensis*.

FUTURE HIGH-RISK CONDITIONS:

1. Exposure to or suspicion of causing any confirmed outbreak of typhoid fever, shigellosis, *E. coli* 0157:H7 infection, or hepatitis A
2. A household member diagnosed with typhoid fever, shigellosis, illness due to *E. coli* 0157:H7, or hepatitis A
3. A household member attending or working in a setting experiencing a confirmed outbreak of typhoid fever, shigellosis, *E. coli* 0157:H7 infection, or hepatitis A

I have read (or had explained to me) and understand the requirements concerning my responsibilities under the Food Code and this agreement to comply with the reporting requirements specified above involving symptoms, diagnoses, and high-risk conditions specified. I also understand that should I experience one of the above symptoms or high risk conditions, or should I be diagnosed with one of the above illnesses, I may be asked to change my job or to stop working all together until such symptoms or illnesses have resolved. I will abide by all Clover requirements concerning food safety and hygienic practices outlined in the latest version of the Clover handbook and training materials.

I understand that failure to comply with the terms of this agreement could lead to action by the food establishment or the food regulatory authority that may jeopardize my employment and may involve legal action against me.

Applicant or Food Employee Name (please print) : _____

Signature of Applicant or Food Employee _____ DATE _____

Signature of Manager _____ DATE _____