

# Employment Application

This company is an equal opportunity employer dedicated to nondiscrimination in employment. The company selects the best qualified individual for the job based on job-related qualifications regardless of race, age, color, religion, sex, national origin, ancestry, marital status, sexual preference, disability, or any other basis protected by applicable law.

 **Print clearly and complete ALL information requested.**

**A**

Name \_\_\_\_\_  
First Middle Initial Last

Present Address \_\_\_\_\_  
Street Number City State Zip

Permanent Address (if different) \_\_\_\_\_  
Street Number City State Zip

Home Phone \_\_\_\_\_ Message Phone \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Include Area Code Include Area Code

If you are hired, can you furnish proof that you are over 18 years of age?     yes     no

If you are hired, can you present evidence of your legal right to live and work in this country as required by law?     yes     no

**B**

Have you ever pled guilty or "no contest" to, or been convicted of, a misdemeanor or felony?     yes     no

If yes, give the date(s) and details \_\_\_\_\_

Have you been arrested for any matters for which you are out on bail or on your own recognizance pending trial?     yes     no

If yes, give the date(s) and details \_\_\_\_\_

Answering "Yes" to these questions does not constitute an automatic bar to employment. Factors such as age and time of the offense, seriousness and nature of the violation, and rehabilitation will be taken into account. (Do not include minor traffic infractions, and convictions for which the record has been sealed or expunged, any conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed, referrals to and participation in any pretrial or posttrial diversion programs, and marijuana-related offenses that occurred over two years ago in answering these questions.)

Are you able to satisfactorily perform the essential job duties required of the position for which you are applying, either with or without an accommodation?     yes     no

Position Desired \_\_\_\_\_ Date you can start \_\_\_\_\_ Salary Desired \_\_\_\_\_

**C**

Which do you prefer?     full-time     part-time during the following days and hours \_\_\_\_\_

Are you employed now?     yes     no                      If so, may we contact your present employer?     yes     no

Have you ever applied to or worked for this Company before?     yes     no                      If yes, specify dates \_\_\_\_\_

**D**

Education	Name of School	City and State	# of Years Completed	Did you Graduate?	Degrees Earned
High School					
College					
Graduate					

Have you served in the United States Armed Forces?     yes     no                      Branch \_\_\_\_\_                      Final Rank \_\_\_\_\_

Additional training, skill, experience, and special achievements relevant to position \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**13** List present and past employers beginning with the most recent. Attach additional sheets as needed.

Month/ Year	Name & Address of Employer	Initial Position and Duties	Previous Supervisor	Starting Pay	Reason for Leaving
		Final Position and Duties	Telephone Number	Ending Pay	
From					
To					
From					
To					
From					
To					

**E**

Have you ever been terminated or asked to resign from any job?  yes  no If yes, please explain circumstances \_\_\_\_\_

Please explain fully any gaps in your employment history \_\_\_\_\_

**F**

How many days of work have you missed in the last three years due to reasons other than paid holidays and vacation?

0 - 10 Days  10 - 30 Days  30 + Days

Do you have adequate transportation to and from work?  yes  no

Do you have any friends or relatives who work for the company?  yes  no If yes, who? \_\_\_\_\_

**13** List three personal references who know you well but who are not previous employers or relatives.

Name	Address	Phone Number

**G**

This application will be considered active for a maximum of thirty (30) days. If you wish to be considered for employment after that time, you must reapply.

I CERTIFY THAT ALL OF THE INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION IS TRUE AND ACCURATE.

**H**

**X** \_\_\_\_\_  
SIGNATURE OF APPLICANT DATE

# Applicant's Statement & Agreement

In the event of my employment to a position in this Company, I will comply with all rules and regulations of this Company. I understand that the Company reserves the right to require me to submit to a test for the presence of drugs in my system prior to employment and at any time during my employment, to the extent permitted by law. I also understand that any offer of employment may be contingent upon the passing of a physical examination and a test for the presence of alcohol in my system, performed by a doctor selected by the Company. Further, I understand that at any time after I am hired, the Company may require me to submit to a physical examination and an alcohol test, to the extent permitted by law. I consent to the disclosure of the results of any physical examination and related tests to the Company. I also understand that I may be required to take other tests such as personality tests or honesty tests, prior to employment and during my employment. I understand that should I decline to sign this consent or decline to take any of the above tests, my application for employment may be rejected or my employment may be terminated. I understand that bonding may be a condition of hire. If it is, I will be so advised either before or after hiring and a bond application will have to be completed.

I understand that the company may investigate my driving record and my criminal record and that an investigative consumer report may be prepared whereby information is obtained through personal interviews with my neighbors, friends, personal references, and others with whom I am acquainted. This inquiry includes information as to my character, general reputation, personal characteristics and mode of living. I understand that I have the right to make a written inquiry, within a reasonable period of time, to receive additional detailed information about the nature and scope of this investigation. I further understand that the Company may contact my previous employers and I authorize those employers to disclose to the Company all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I hereby fully waive any rights or claims I have or may have against my former employers, their agents, employees and representatives, as well as other individuals who release information to the Company, and release them from any and all liability, claims, or damages that may directly or indirectly result from the use, disclosure, or release of any such information by any person or party, whether such information is favorable or unfavorable to me. I authorize the persons named herein as personal references to provide the Company with any pertinent information they may have regarding myself.

I hereby state that all the information that I provided on this application or any other documents filled out in connection with my employment, and in any interview is true and correct. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any such information is later found to be false or incomplete in any respect, I may be dismissed.

If hired, I agree as follows: My employment and compensa-

tion is terminable at-will, is for no definite period, and my employment and compensation may be terminated by the Company (employer) at any time and for any reason whatsoever, with or without good cause at the option of either the Company or myself. No implied, oral, or written agreements contrary to the express language of this agreement are valid unless they are in writing and signed by the President of the Company (or majority owner or owners if Company is not a corporation). No supervisor or representative of the Company, other than the President of the Company (or majority owner or owners if Company is not a corporation), has any authority to make any agreements contrary to the foregoing. This agreement is the entire agreement between the Company and the employee regarding the rights of the Company or employee to terminate employment with or without good cause, and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings of the employee and the Company.

I also acknowledge that the Company utilizes a system of alternative dispute resolution that involves binding arbitration to resolve all disputes that may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Company and myself, both the Company and I agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) that either I or the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) may have against the other which would otherwise require or allow resort to any court or other governmental dispute resolution forum arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, and Employment Development Department claims) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). However, nothing herein shall prevent me from filing and pursuing administrative proceedings only before the California Department of Fair Employment and Housing, or the U.S. Equal Opportunity Commission. In addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means

of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Acts procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification,

following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of this agreement shall be enforceable. **I UNDERSTAND BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH I AND THE COMPANY GIVE UP OUR RIGHTS TO TRIAL BY JURY OF ANY CLAIM I OR THE COMPANY MAY HAVE AGAINST EACH OTHER.**

I further understand that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box to the right, I elect to waive the benefits of arbitrating Title VII claims.

**If you have any questions regarding this statement, please ask a Company representative before signing. I hereby acknowledge that I have read the above statements and understand the same.**

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT & AGREEMENT**

**I**

**X**

SIGNATURE OF APPLICANT

DATE