

Employment Application

Worksite Employer: _____

THIS EMPLOYER IS AN EQUAL OPPORTUNITY EMPLOYER DEDICATED TO A POLICY OF NON-DISCRIMINATION IN EMPLOYMENT ON ANY PROTECTED BASIS, INCLUDING SEX, SEXUAL ORIENTATION, PREGNANCY, ANCESTRY, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE, MARITAL STATUS, MEDICAL CONDITION, GENETIC INFORMATION OR DISABILITY. This employer will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each new employee's Form I-9 to confirm work authorization.

IMPORTANT: If the Government cannot confirm that you are authorized to work, this employer is required to provide you written instructions and an opportunity to contact SSA and/or DHS before taking adverse action against you, including terminating your employment.

Please fill out your name **AS IT APPEARS ON YOUR SOCIAL SECURITY CARD.**

First Name		Middle Name/Initial		Last Name	
Today's Date	SS#	Home Phone	Cell Phone	Alt Phone	Home E-mail
					Work E-mail

Current Address			Previous Address (within the last 7 years)		
Street	Apt /Unit #	Street	Apt /Unit #	Date Available	
City		City		Position Desired	
State	Zip	State	Zip	Expected Salary per	

Are you over 18 years of age? <input type="checkbox"/> Yes <input type="checkbox"/> No	Desired Status <input type="checkbox"/> Full -Time <input type="checkbox"/> Part-Time <input type="checkbox"/> On-Call <input type="checkbox"/> Seasonal	If hired, can you submit verification of your identity and eligibility to work in the U.S.? <input type="checkbox"/> Yes <input type="checkbox"/> No
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How were you referred?

Have you ever used another name? <input type="checkbox"/> Yes <input type="checkbox"/> No	If you have gone by another name in the past such as an assumed name or a nickname, please indicate so we may verify your past employment and education.
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Have you ever pled guilty or "no contest" to, or been convicted of, a misdemeanor or felony? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please give the date(s) and details:
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Have you been arrested for any matters for which you are currently out on bail or on your own recognizance pending trial? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please give the date(s) and details:
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NOTE: 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 post trial diversion programs, and misdemeanor marijuana-related offenses that occurred over two years ago in answering these questions).

Personal References (Not Relatives or Former Employees)

First Name	Last Name	First Name	Last Name
Address		Address	
Phone #		Phone #	
Relationship	E-mail	Relationship	E-mail

Work Experience - List all jobs including part-time and self-employment; explain periods of unemployment. Use additional sheets if necessary. A resume may be used to supplement (but not replace) this information.

MAY WE CONTACT YOUR PRESENT EMPLOYER? IF NOT, EXPLAIN. <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No

Please begin with your most current employer:

Employer		Phone #		From /	To /
Address		Job Info			
Street	Suite/Unit #	Starting Salary	Ending Salary	Name of Supervisor	
City		Your Title & Description of Duties		Title of Supervisor	
State	Zip Code			Reason for Leaving	

Employer		Phone #		From /	To /
Address		Job Info			
Street	Suite/Unit #	Starting Salary	Ending Salary	Name of Supervisor	
City		Your Title & Description of Duties		Title of Supervisor	
State	Zip Code			Reason for Leaving	

Employer		Phone #		From /	To /
Address		Job Info			
Street	Suite/Unit #	Starting Salary	Ending Salary	Name of Supervisor	
City		Your Title & Description of Duties		Title of Supervisor	
State	Zip Code			Reason for Leaving	

Employer		Phone #		From /	To /
Address		Job Info			
Street	Suite/Unit #	Starting Salary	Ending Salary	Name of Supervisor	
City		Your Title & Description of Duties		Title of Supervisor	
State	Zip Code			Reason for Leaving	

Have you ever been terminated or asked to resign from any employment? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes Please Explain the Circumstances:
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Education

School Name	Location	Highest Year Completed				Major subject/training you completed that directly relates to the job applied for:
		9	10	11	12	
High School		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
College		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Graduate School		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
Trade/Vocational		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

If you have not graduated from any of the above schools, please explain:

Describe your hobbies, interests, memberships in professional organizations that may directly relate to the job for which you have applied. (you may exclude those whose name or character indicate sex, sexual orientation, ancestry, race, religion, color, national origin, age, marital status, medical condition or disability or any other protected classification of its members).

Summarize any information you think necessary to describe your full qualifications for the job for which you have applied.

Military. (Complete this section if you served in the U.S. Armed Forces)
 Describe any other skills or experience acquired that directly relates to the job for which you have applied.

EMPLOYMENT AT-WILL AND ARBITRATION AGREEMENT - CALIFORNIA

It is hereby agreed by and between the undersigned employee (hereinafter "Employee") and the Company may terminate the employment relationship at any time, with or without cause and/or with or without prior notice. This express at-will acknowledgment supersedes any and all prior representations or understandings, whether written or oral, express or implied, between Employee and the Company.

Employee and Company agree to utilize binding arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to Employee's employment, including but not limited to the termination of Employee's employment and Employee's compensation. Employee specifically waives and relinquishes his/her right to bring a claim against the Company in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent Employee in a lawsuit against the Company in a court of law. Similarly, the company specifically waives and relinquishes their rights to bring a claim against Employee in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent the Company in a lawsuit against the Employee in a court of law. Employee and the Company agree that any claim, dispute, and/or controversy that Employee may have against the Company (or its owners, directors, officers, managers, employees, or agents), or the Company may have against Employee, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), 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). The FAA applies to this agreement because the Company's business may involve interstate commerce. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for 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, Employment Development Department claims, or as may otherwise be required by state or federal law. However, nothing herein shall prevent Employee from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if Employee chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). By this binding arbitration provision, Employee and the Company give up their right to trial by jury of any claim Employee may have against the Company, or of any claim the Company may have against Employee. This agreement is not intended to interfere with Employee's rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act.

In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. 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 shall apply and be observed. 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 Act's 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.

This binding arbitration agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees, and will not proceed as a class action, collective action, private attorney general action or any similar representative action. No arbitrator shall have the authority under this agreement to order any such class or representative action.

Resolution of all disputes 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. Within thirty days of the arbitrator's final written opinion and order, the opinion shall be subject to affirmation, reversal or modification, at either party's written request, 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.

This is the entire agreement between Employee and the Company regarding dispute resolution, the length of Employee's employment, and the reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.

It is further agreed and understood that any agreement contrary to the foregoing must be entered into, in writing, by Employee and the President of the Company. No supervisor or representative of the Company, other than its President, has any authority to enter into any agreement contrary to the foregoing. Oral representations made before or after employment do not alter this Agreement.

I further understand and acknowledge that the terms of this Agreement include a waiver of any substantive or procedural rights that I may have to bring an action on a class, collective, private attorney general, representative or other similar basis. However, due to the nature of this waiver, the Company has provided me with the ability to choose to retain these rights by affirmatively checking the box at the end of this paragraph. Accordingly, I expressly agree to waive any right I may have to bring an action on a class, collective, private attorney general, representative or other similar basis, unless I check this box. []

If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE CERTIFICATION AND AGREEMENT. If you have any questions regarding this Certification and Agreement, please discuss with a representative of the Company before signing. A copy of this certification is available to you in Spanish.

NO FIRME ESTA CERTIFICACIÓN Y ACUERDO ANTES DE LEER COMPLETAMENTE. Si tiene alguna pregunta acerca de esta Certificación y Acuerdo, favor de hablarlo con un representante de la compañía antes de firmar. Una copia de este certificado este disponible para usted en Español.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Print Name	Date
Signature	
Worksite Employer	