

Employment Job Application

It is the policy of equal treatment and opportunity in all aspects of employment without regard to race, color, religion, sex, marital status, age, national origin, ancestry, status as a qualified individual with a disability, veteran status or other legally protected category, unless one of the above factors is a bona fide qualification for the job. This policy applies to all employment practices, including recruiting, hiring, training, compensation, benefits, advancement, pregnancy, and all other conditions of employment.

Applicant Information

Full Name: _____ Date: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City State ZIP Code

Phone: _____ Email _____

Date Available: _____ Desired Salary: \$ _____

Position Applied for: _____

Are you at least 18 years of age or older? YES NO

If selected for employment are you willing to submit a pre-employment drug screening test? YES NO

Are you a citizen of the United States? (if no, are you authorized to work in the U.S.?) YES NO Will you work overtime if required? YES NO

Have you ever worked for this company? YES NO If yes, please explain reason for leaving: _____

Have you ever been convicted of a felony? YES NO
(Please note that answering "YES" to this question will not necessarily preclude you from consideration for the position you are applying for.)

If yes, explain: _____

Education

High School: _____ Address: _____

From: _____ To: _____ Did you graduate? YES NO Diploma: _____

College: _____ Address: _____

From: _____ To: _____ Did you graduate? YES NO Degree: _____

Other: _____ Address: _____

From: _____ To: _____ Did you graduate? YES NO Degree: _____

References

Full Name: _____ Relationship: _____
Company: _____ Phone: _____

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Company: _____ Phone: _____

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Company: _____ Phone: _____

Previous Employment

Company: _____ Phone: _____
Address: _____ Supervisor: _____

Job Title: _____ Starting Salary: \$ _____ Ending Salary: \$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES NO

Company: _____ Phone: _____
Address: _____ Supervisor: _____

Job Title: _____ Starting Salary: \$ _____ Ending Salary: \$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES NO

Company: _____ Phone: _____
Address: _____ Supervisor: _____

Job Title: _____ Starting Salary: \$ _____ Ending Salary: \$ _____

Responsibilities: _____

From: _____ To: _____ Reason for Leaving: _____

May we contact your previous supervisor for a reference? YES NO

Disclaimer and Signature

DO NOT SIGN AS REQUESTED BELOW UNTIL YOU HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN. YOUR SIGNATURE BELOW INDICATES YOUR AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS APPLICATION. THE CONSIDERATION FOR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN IS THE COMPANY'S WILLINGNESS TO REVIEW YOUR APPLICATION AND EMPLOYMENT IF YOU ARE SELECTED FOR EMPLOYMENT.

ADDITIONAL DISCLOSURES AND AGREEMENTS

I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States, and that federal immigration laws require me to complete an I-9 Form in this regard. I further understand that to be eligible for employment, I must complete the entire application process which may include a medical examination.

I expressly authorize, without reservation, the Company, its representatives, employees or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, resume or job interview. I hereby waive any and all rights and claims I may have regarding the Company, its agents, employees or representatives, for seeking, gathering and using truthful and non-defamatory information, in a lawful manner, in the employment process and all other persons, corporations or organizations for furnishing such information about me.

In order to process your application, or during the course of your employment, a consumer report may be obtained on you for employment purposes. It may be an investigative consumer report that includes information regarding your character, general reputation, personal characteristics, and mode of living. Such report may also be necessary in relation to any investigation regarding allegations of sexual harassment, discrimination, or disciplinary charges associated with your employment. The employer may utilize an outside organization to obtain a consumer report and/or to conduct investigations. If an investigative consumer report is obtained, you have a right to request disclosure of the nature and scope of the report, which involves personal interviews with sources such as your neighbors, friends, or associates. I hereby authorize the employer to obtain a consumer report on me for employment purposes and to conduct investigations as outlined above.

I understand that the Company does not unlawfully discriminate in employment and no question on this application is used for the purpose of limiting or eliminating any applicant from consideration for employment on any basis prohibited by applicable local, state or federal law.

I understand that this application remains current for only 30 days. At the conclusion of that time, if I have not heard from the Company and still wish to be considered for employment, it will be necessary for me to reapply and complete a new application.

In consideration of my employment, I agree to conform to the company's rules and regulations, and I agree that my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at either my or the company's option. I also understand and agree that the terms and conditions of my employment may be changed, with or without cause, and with or without notice, at any time by the company. I understand that no company representative, other than its President, and then only when in writing and signed by the President, has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to the foregoing.

I further agree that, if employed, I will conform my conduct to Company's rules and regulations, and that I may not enter into any other employment or engage in any business which will conflict with my responsibilities as an employee of the Company.

1. LEGAL DISCLOSURES AND AGREEMENT

TO THE EXTENT PERMITTED BY STATE LAW, I UNDERSTAND AND AGREE THAT I SHALL NOT COMMENCE ANY STATE LAW ACTION OR SUIT RELATED TO MY EMPLOYMENT WITH COMPANY: 1) MORE THAN SIX MONTHS AFTER THE TERMINATION OF MY EMPLOYMENT, IF THE ACTION OR SUIT IS RELATED TO THE TERMINATION OF MY EMPLOYMENT; OR 2) MORE THAN SIX MONTHS AFTER THE EVENT OR OCCURRENCE ON WHICH MY CLAIM IS BASED, IF THE ACTION OR SUIT IS BASED ON AN EVENT OR OCCURRENCE OTHER THAN THE TERMINATION OF MY EMPLOYMENT. WHILE I UNDERSTAND THAT THE STATUTE OF LIMITATIONS FOR STATE LAW CLAIMS ARISING OUT OF MY EMPLOYMENT WITH COMPANY MAY BE LONGER THAN SIX (6) MONTHS, I AGREE TO BE BOUND BY THE SIX (6) MONTH PERIOD OF LIMITATIONS SET FORTH HEREIN AND I WAIVE ANY STATUTE OF LIMITATIONS TO THE CONTRARY. SHOULD A COURT DETERMINE IN SOME FUTURE LAWSUIT THAT THIS PROVISION ALLOWS AN UNREASONABLE SHORT PERIOD OF TIME TO COMMENCE A LAWSUIT, THE COURT SHALL ENFORCE THIS PROVISION AS FAR AS POSSIBLE AND SHALL DECLARE THE LAWSUIT BARRED UNLESS IT WAS BROUGHT WITHIN THE MINIMUM REASONABLE TIME WITHIN WHICH THE SUIT SHOULD HAVE BEEN COMMENCED.

I UNDERSTAND AND AGREE THAT I SHALL NOT COMMENCE ANY EEOC ADMINISTRATIVE ACTION RELATED TO MY EMPLOYMENT WITH COMPANY: 1) MORE THAN SIX MONTHS AFTER THE TERMINATION OF MY EMPLOYMENT, IF THE ACTION OR SUIT IS

RELATED TO THE TERMINATION OF MY EMPLOYMENT; OR 2) MORE THAN SIX MONTHS AFTER THE EVENT OR OCCURRENCE ON WHICH MY CLAIM IS BASED, IF THE ACTION OR SUIT IS BASED ON AN EVENT OR OCCURRENCE OTHER THAN THE TERMINATION OF MY EMPLOYMENT. WHILE I UNDERSTAND THAT THE TIME PERIOD FOR FILING AN EEOC CHARGE MAY BE LONGER THAN SIX (6) MONTHS, I AGREE TO BE BOUND BY THE SIX (6) MONTH PERIOD OF LIMITATIONS SET FORTH HEREIN AND I WAIVE ANY STATUTE OF LIMITATIONS OR FILING REQUIREMENT TO THE CONTRARY.

TO THE EXTENT PERMITTED BY LAW, I UNDERSTAND AND AGREE THAT ANY FEDERAL LAW CLAIM OR LAWSUIT RELATING TO MY EMPLOYMENT WITH THE COMPANY MUST BE FILED NO MORE THAN 185 DAYS AFTER THE DATE OF FILING A PROPER AND TIMELY CHARGE WITH THE EEOC, NLRB, OR ANY OTHER ADMINISTRATIVE AGENCY. WHILE I UNDERSTAND THAT THE STATUTE OF LIMITATIONS FOR CLAIMS ARISING OUT OF AN EMPLOYMENT ACTION MAY BE LONGER THAN 185 DAYS, I WAIVE ANY STATUTE OF LIMITATIONS TO THE CONTRARY.

2. CRIMINAL BACKGROUND CHECK POLICY AND DISCLOSURE

As a condition of employment, each employee is subject to a criminal background check. In conducting criminal background checks, Company will comply with federal laws that protect applicants and employees from discrimination. That includes discrimination based on race, color, national origin, sex, LGBT status, religion; disability; genetic information (including family medical history); and age (40 or older).

In addition, Company, to the extent required, will comply with the Fair Credit Reporting Act (FCRA) with regard to conducting criminal background checks. The Federal Trade Commission (FTC) enforces the FCRA.

Although a disqualification is possible, in accordance with federal and state laws, a previous conviction does not automatically disqualify an applicant from consideration for employment with Company, unless such employment involves working with children and the conviction or criminal conduct relates to children or is clean record is required given the job duties, funding source, or employment source.

In conducting criminal background checks and convictions, Company complies with the EEOC guidelines regarding the use of criminal background checks and specifically follows the "Green Factors" set forth in *Green v. Missouri Pacific Railroad*. The "Green Factors" requires Company to evaluate the criminal background check report under the following test which assesses whether an exclusion is job related for the position in question and consistent with business necessity:

- The nature and gravity of the offense or conduct;
- The time that has passed since the offense or conduct and/or completion of the sentence; and
- The nature of the job held or sought.

To the extent that the criminal background check reveals conduct that would exclude the person from the specific job applied for after applying the "Green Factors," and to the extent that the basis for denying the job was related to the criminal background check, Company will send out an appropriate letter to the prospective employee explaining the basis for denial of the job. The prospective employee shall have ten days after the date of the correspondence explaining the basis for denial of the job to contact the Company and schedule a meeting explaining how the criminal background conduct should not exclude him/her. Failure by the prospective employee to contact Company within the ten (10) day period as provided above, shall constitute of waiver of such right to engage the Company regarding the decision to deny employment.

If you have any questions regarding your rights, please feel free to contact the Human Resource Department at the Company or the EEOC at www.eeoc.gov.

By signing below, I certify that all answers to questions in the application, and other reference documents referenced above are true and complete to the best of my knowledge. I acknowledge that I have fully read and understand the Legal Disclosures and Agreement as well as the Criminal Background Check Policy and Disclosure as stated in the application. I understand that misrepresentation, omission, or falsified statements on this Application or any other reference documents in any detail shall constitute sufficient cause for disqualification from further consideration for hire or for dismissal whenever discovered.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE APPLICANT AND EMPLOYEE STATEMENT

I certify that my answers are true and complete to the best of my knowledge. I certify that I have read, fully understand, and accept all terms of the foregoing Applicant and Employment Statement.

If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature of
Applicant: _____

Date: _____