

pre-hire packet
CALIFORNIA





APPLICANT'S STATEMENT AND AGREEMENT

Please review thoroughly and sign agreement below if you are applying for a position with this company.

In the event of my employment to a position with EMPLICITY (hereinafter "Company" or "Emplicity") and/or the Worksite Employer, I will comply with all rules and regulations of Emplicity and the Worksite Employer. I understand that Emplicity and the Worksite Employer reserve 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. I consent to the disclosure of the results of any physical examination and related tests to Emplicity and the Worksite Employer. I also understand that I may be required to take other tests such as personality and 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 further understand that Emplicity and/or the Worksite Employer may obtain Public Records about me as part of a background investigation and that I may waive my right to receive a copy of such Public Records by checking the box to the right. []

I further understand that Emplicity and the Worksite Employer may contact my previous employers and I authorize those employers to disclose to Emplicity and the Worksite Employer 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 Emplicity and the Worksite Employer, 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 Emplicity and the Worksite Employer with any pertinent information they may have regarding myself.

I hereby state that all the information that I have provided on this application or any other documents completed in connection with my employment, and in any interview is true and accurate. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any information provided to the Company is found to be false or incomplete in any respect, I may be dismissed. I understand if selected for hire, it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete an I-9 Form in this regard.

I further agree and acknowledge that Emplicity, the Worksite Employer, and I will utilize binding arbitration to resolve all disputes that may arise out of the employment context. Emplicity, the Worksite Employer, and I agree that any claim, dispute, and/or controversy that either I may have against Emplicity or the Worksite Employer (or their owners, directors, officers, managers, employees, agents, and parties affiliated with their employee benefit and health plans) or Emplicity or the Worksite Employer may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Emplicity or the Worksite Employer 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). 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 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, or any other state or federal law or regulation), equitable law, or otherwise, with 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, Employment Development Department claims, or as otherwise required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). Further, this Agreement shall not prevent either me or the Company from obtaining provisional remedies to the extent permitted by Code of Civil Procedure Section 1281.8 either before the commencement of or during the arbitration process. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or 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. 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 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. **I understand and agree to this binding arbitration provision, and I, the Worksite Employer and Emplicity give up our right to trial by jury of any claim, the Worksite Employer and/or Emplicity may have against me.**

If hired, I agree as follows: My employment and compensation is terminable at-will, is for no definite period, and my employment and compensation may be terminated by Emplicity, the Worksite Employer, or me at any time and for any reason whatsoever, with or without good cause.

This is the entire agreement between Emplicity, the Worksite Employer, and the Employee regarding dispute resolution, the length of my 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 myself, the President of the Worksite Employer, and the President of Emplicity. No supervisor or representative of Emplicity or the Worksite Employer, other than their Presidents, has any authority to enter into any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement.

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.

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

SIGNATURE OF APPLICANT

DATE





APPLICATION FOR EMPLOYMENT

Please print legibly with blue or black ink.



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PERSONAL INFO

LAST NAME		FIRST NAME		MIDDLE NAME	
EMAIL ADDRESS					DATE / /
PRESENT ADDRESS		CITY	STATE	ZIP	HOW LONG AT THIS RESIDENCE?
PREVIOUS ADDRESS		CITY	STATE	ZIP	HOW LONG AT THIS RESIDENCE?
PHONE	POSITION DESIRED				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time

PERSONAL HISTORY

HAVE YOU EVER WORKED FOR THE WORKSITE BUSINESS BEFORE?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
IF YES, PLEASE GIVE THE DATE(S) AND DETAILS:		
IF HIRED, CAN YOU PROVIDE PROOF OF AUTHORIZATION TO WORK IN THE U.S. FOR ANY EMPLOYER?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

PREVIOUS EMPLOYMENT

Please list the names of your present or previous employers in chronological order with present or last employer listed first. Be sure to account for all periods of time including military service and any period of unemployment. If self-employed, give firm name and supply business references. [Add additional page if necessary.]

PRESENT OR LAST EMPLOYER	EMPLOYED FROM (MO/YR)	YOUR TITLE OR POSITION	EXACT REASON FOR LEAVING
ADDRESS	TO (MO/YR)	NAME AND TITLE OF LAST SUPERVISOR	
CITY, STATE, ZIP	STARTING PAY		
TELEPHONE	FINAL PAY		
PRESENT OR LAST EMPLOYER	EMPLOYED FROM (MO/YR)	YOUR TITLE OR POSITION	EXACT REASON FOR LEAVING
ADDRESS	TO (MO/YR)	NAME AND TITLE OF LAST SUPERVISOR	
CITY, STATE, ZIP	STARTING PAY		
TELEPHONE	FINAL PAY		
PRESENT OR LAST EMPLOYER	EMPLOYED FROM (MO/YR)	YOUR TITLE OR POSITION	EXACT REASON FOR LEAVING
ADDRESS	TO (MO/YR)	NAME AND TITLE OF LAST SUPERVISOR	
CITY, STATE, ZIP	STARTING PAY		
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ADDRESS	TO (MO/YR)	NAME AND TITLE OF LAST SUPERVISOR	
CITY, STATE, ZIP	STARTING PAY		
TELEPHONE	FINAL PAY		



APPLICATION FOR EMPLOYMENT

Please print legibly with blue or black ink.

EMPLOYMENT INFO

HAVE YOU BEEN TERMINATED OR ASKED TO RESIGN FROM ANY JOB? IF YES, PLEASE EXPLAIN THE CIRCUMSTANCES:	<input type="checkbox"/> Yes <input type="checkbox"/> No
MAY WE CONTACT YOUR CURRENT EMPLOYER? IF NO, PLEASE EXPLAIN:	<input type="checkbox"/> Yes <input type="checkbox"/> No
DO YOU HAVE ADEQUATE TRANSPORTATION TO AND FROM WORK?	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF HIRED, CAN YOU FURNISH PROOF THAT YOU ARE OVER 18 YEARS OF AGE?	<input type="checkbox"/> Yes <input type="checkbox"/> No
ARE YOU CAPABLE OF SATISFACTORILY PERFORMING THE ESSENTIAL JOB DUTIES REQUIRED OF THE POSITION FOR WHICH YOU ARE APPLYING?	<input type="checkbox"/> Yes <input type="checkbox"/> No
IS ANY ADDITIONAL INFORMATION RELATIVE TO CHANGE OF NAME, USE OF AN ASSUMED NAME, OR NICKNAME NECESSARY TO ENABLE A CHECK ON YOUR WORK AND EDUCATIONAL RECORD? <input type="checkbox"/> No <input type="checkbox"/> Yes (Explain) _____	
PLEASE INDICATE ANY EXPERIENCE, SPECIAL TRAINING AND QUALIFICATIONS YOU HAVE WHICH YOU FEEL ARE RELEVANT TO THE POSITION FOR WHICH YOU ARE APPLYING:	

EDUCATION

SCHOOL NAME(S)	YEARS COMPLETED (CIRCLE)	DIPLOMA/ DEGREE	COURSE OF STUDY OR MAJOR	DESCRIBE SPECIALIZED TRAINING, EXPERIENCE, SKILLS AND EXTRACURRICULAR ACTIVITIES
ELEMENTARY	4 5 6 7 8			
HIGH SCHOOL:	9 10 11 12			
COLLEGE/UNIVERSITY:	1 2 3 4			
GRADUATE/PROFESSIONAL:	1 2 3 4			
TRADE, CORRESPONDENCE OR OTHER:				

PERSONAL REFERENCES

Please list persons you know well, not previous employers or relatives.

NAME	OCCUPATION	ADDRESS (STREET, CITY, STATE)	TELEPHONE NUMBER	# OF YEARS KNOWN

Equal Employment Opportunity Policy: We are committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex, national origin, citizenship status, uniform service member status, age, genetic information, pregnancy, childbirth or pregnancy-related conditions, disability or any other protected status in accordance with all applicable federal, state and local laws.

SIGNATURE

This application will be considered for a maximum of thirty (30) days. If you wish to be considered for employment after that time, you must re-apply. I CERTIFY THAT ALL OF THE INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION (INCLUDING ATTACHED FORMS, IF ANY) IS TRUE AND ACCURATE.

SIGNATURE OF APPLICANT	DATE / /
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