

COMPANY NAME

G & F Concrete Cutting, Inc.

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# CALIFORNIA

# Employee Data Packet

## INSTRUCTIONS

## Applicants

**Complete sections A through I.**

**Make sure you sign sections H and I.**

This is a drug free work environment  
A drug test may be required for employment

[illegible]

**Do not write in this area**

☐ Processing Entry \_\_\_\_\_☐ Compliance Review\_\_\_\_\_

C#					
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# 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 \_\_\_\_\_ SSN \_\_\_\_\_  
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

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

**B**

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 citations, and arrests or convictions which have been sealed or expunged in answering this question.)

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

Position Desired \_\_\_\_\_ Date You Can Start \_\_\_\_\_ Salary Desired \_\_\_\_\_

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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 \_\_\_\_\_

Education	Name of School	City and State	# of Years Completed	Did you Graduate?	Degree(s) Earned
High School					
College					
Graduate					

**D**


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

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

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 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? \_\_\_\_\_

 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 And Agreement

In the event of my employment to a position in the Company, I will comply with all rules and regulations of the 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 drugs and/or 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 if I am required to be bonded as a condition of hire, 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 to the extent permitted by law. Such consumer report may only be requested if my position fits within the categories of California Labor Code § 1024.5 of California Civil Code § 1785.20.5. 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 by me as personal references to provide the Company with any pertinent information they may have regarding myself.

I hereby affirm 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 are 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. 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.

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 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 the authority to make any agreements contrary to the foregoing. This agreement is the entire agreement between the Company and myself regarding the rights of the Company or myself to terminate employment with or without good cause, and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings of myself and the Company.

I also acknowledge that the Company utilizes a system of alternative dispute resolution which involves binding arbitration to resolve all disputes which 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 concerning any aspect of my employment (including, but not limited to, any claims of discrimination and harassment, whether they be based on Title VII of the Civil Rights Act of 1964, as amended, the Equality Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act 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 each 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 equity, 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 Workers' Compensation, and Unemployment Compensation claims filed with the state) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act in conformity with the procedures of the Uniform Arbitration Act and the California Arbitration Act (Cal. Code Civ. Proc. § 1280 et seq., including section 1283.05 and all of the Act's

other mandatory and permissive rights to discovery) as may be amended from time to time. However 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 United States District Courts, the following shall apply and be observed: all rules of pleading, discovery, and evidence (including the right to resolution of the dispute by means of motions for summary judgment, judgment on pleadings. 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. As reasonably required to allow full use and benefit of this agreement, the arbitrator shall extend the times set 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 par-

ties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Courts of Appeals of a civil judgment following court trial. I UNDERSTAND THAT 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. ☐

The at-will employment and/or alternate dispute resolution process referred to above are inapplicable and superseded only to the extent they conflict with any union or collective bargaining agreement for which you are covered.

If any provision of this Agreement is construed or interpreted by a court of competent jurisdiction or a duly appointed arbitrator to be void, invalid, or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of the Agreement.

**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, understand them and agree to be bound thereby.**

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

**I**

**X**

SIGNATURE OF APPLICANT

DATE