



EMPLOYMENT APPLICATION

Date: _____

All applicants are considered without regard to race, religion, color, sex, gender identity, sexual orientation, national origin, ancestry, citizenship status, uniform service member status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other protected status in accordance with all applicable federal, state and local laws.

Position Applying for: _____ Job Site (Company): _____

Last Name		First Name			Middle Initial	
Address	Number	Street	City	State	Zip Code	
Telephone Number(s)						

Are you currently employed? Yes No If yes, may we contact your present employer? Yes No

Do you have friends or relatives currently working for us? Yes No If yes, name(s): _____

If hired, can you furnish proof that you are over 18 years of age and have the legal right to work in the United States? Yes No

Why are you applying for work and on what date would you be available for work?

Which are you available to work: Full Time Part Time Shift Work Temporary

Are you available for work on weekends? Yes No Are you available for work on night shifts? Yes No

Do you have a reliable means of transportation to and from work? Yes No

Can you travel if position requires it? Yes No Can you relocate if position requires it? Yes No

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

If yes, please give the date(s) and details:

Have you been arrested for any matters for which you are currently out on bail or on your own recognizance pending trial?

Yes No

If yes, please give the date(s) and details:

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).

Are you capable of performing the essential functions of the job for which you are applying with or without reasonable accommodation?

Yes No (Answer only if you have been informed of the requirements of the job for which you are applying. Job related physical examination may be required.)

If no, please explain:

Describe any specialized training, education, apprenticeship, certificates or licenses you may have related to this position

List any machines or equipment you are qualified and experienced in operating related to this position:

Do you speak, write or read any other languages? Yes No If yes, please list:



EMPLOYMENT EXPERIENCE

Please list your present or previous employers starting with your present or last job. Include any job related military service assignments and volunteer activities. You may exclude organizations which indicate race, religion, gender, national origin, disability, or other protected status.

Employer	Employer
Address	Address
From To Phone	From To Phone
Starting Position Starting Salary	Starting Position Starting Salary
Last Position Final Salary	Last Position Final Salary
Immediate Supervisor	Immediate Supervisor
Duties	Duties
Reason for Leaving	Reason for Leaving
May we contact this employer? YES or NO (circle one)	May we contact this employer? YES or NO (circle one)

Employer	Employer
Address	Address
From To Phone	From To Phone
Starting Position Starting Salary	Starting Position Starting Salary
Last Position Final Salary	Last Position Final Salary
Immediate Supervisor	Immediate Supervisor
Duties	Duties
Reason for Leaving	Reason for Leaving
May we contact this employer? YES or NO (circle one)	May we contact this employer? YES or NO (circle one)

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:

Have you ever used another name? Yes 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? If yes, please explain:

State any additional information you feel may be helpful to us in considering your application:



EDUCATION

<i>EDUCATION</i>	<i>Name</i>	<i>Location</i>	<i>Subjects Studied</i>	<i>Did You Graduate?</i>
<i>High School</i>				
<i>College</i>				
<i>Graduate School</i>				
<i>Other</i>				

PERSONAL REFERENCES

Please list persons who know you well -- **not** previous employers or relatives

- (Name) _____ (Phone #) _____
 (Address) _____
 (Occupation) _____ (Number of Years Known) _____
- (Name) _____ (Phone #) _____
 (Address) _____
 (Occupation) _____ (Number of Years Known) _____
- (Name) _____ (Phone #) _____
 (Address) _____
 (Occupation) _____ (Number of Years Known) _____

THIS APPLICATION WILL BE CONSIDERED ACTIVE FOR A MAXIMUM OF SIXTY (60) DAYS. IF YOU WISH TO BE CONSIDERED AFTER THAT TIME, YOU MUST RESUBMIT AN APPLICATION. I CERTIFY THAT ALL OF THE INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION IS TRUE AND ACCURATE.

Date

Signature of Applicant



APPLICANT'S STATEMENT & AGREEMENT

I understand that **TOTAL HR** is a Professional Employer Organization that performs certain outsourced human resources and payroll administration services for its clients, including the company that I will perform work for if hired (hereinafter the "Worksite Employer").

I understand that **TOTAL HR** reserves the right to require me to submit to a test for the presence of drugs in my system to the extent permitted by law. I 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 **TOTAL HR**. I also understand that I may be required to take other tests such as personality and honesty tests, prior to and during my employment.

I further understand that the **TOTAL HR** 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 **TOTAL HR** may contact my previous employers. I authorize those employers to disclose to **TOTAL HR** all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I hereby 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 **TOTAL HR** 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 **TOTAL HR** 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 application, 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 hired and any information provided to **TOTAL HR** is found to be false or incomplete in any respect, my relationship with **TOTAL HR** and/or the Worksite Employer may be terminated regardless of the time elapsed before discovery. I understand that 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 understand that **TOTAL HR** does not tolerate unlawful harassment or discrimination against any employee. I agree that if at any time I am subjected to or witness unlawful harassment or discrimination, including but not limited to harassment or discrimination based on race, sex, sexual orientation, pregnancy, age, religion, citizenship, color, veteran status, military status, unfavorable discharge from military service, prohibited retaliation, national origin, ancestry, mental or physical handicap, disability, or marital status, I will immediately contact **TOTAL HR's** Human Resources department at (818) 248-0049.

I acknowledge and understand that **TOTAL HR** will be responsible for payroll, withholding taxes and payment of all applicable employee and employer statutory taxes and mandatory insurance, pursuant to an agreement with my Worksite Employer. These include social security (FICA), federal withholding tax (FWT), state withholding tax (SWT), state unemployment insurance (SUI), and state disability insurance (SDI).. I further understand and acknowledge that the Worksite Employer is liable for payment of service fees to **TOTAL HR** for among other things, the purpose of compensation to the employees. If my Worksite Employer defaults in payment to **TOTAL HR** for any reason including bankruptcy, I hereby assign my right to receive compensation from the Worksite Employer to **TOTAL HR**.

In the event that the Worksite Employer maintains policies providing paid leave benefits such as vacation, sick leave, PTO, or severance pay, I acknowledge and agree that the Worksite Employer is solely responsible for paying any accrued benefits under such policies during employment and at the time of termination. I further understand that **TOTAL HR** does not provide, and has no policy providing, vacation or other paid leave benefits. To the extent paid leave benefits are paid to me through **TOTAL HR's** payroll, I understand and acknowledge that it is solely as a payroll service on behalf of the Worksite Employer. Similarly, to the extent the Worksite Employer provides other benefits pursuant to policies to which **TOTAL HR** is not a party, such as stock options, bonuses, profit sharing, retirement benefits, and so forth, I understand that the Worksite Employer is solely responsible for providing the benefits prescribed by those policies.

I understand that **TOTAL HR** and the Worksite Employer have agreed that **TOTAL HR** will assist the Worksite Employer with certain functions relating to the obtaining of worker's compensation coverage. I agree to report any and all work related injuries or accidents to **TOTAL HR**. I further agree and acknowledge that my sole remedy for any and all work related injuries is the remedy provided by the workers' compensation insurance coverage of the Worksite Employer.

I further agree and acknowledge that **TOTAL HR**, the Worksite Employer, and I will utilize binding arbitration to resolve all disputes that may arise out of the employment context. **TOTAL HR**, the Worksite Employer, and I each agree that any claim, dispute, and/or controversy that either I may have against **TOTAL HR** and/or the Worksite Employer (or their respective owners, directors, officers, managers, employees, agents) or **TOTAL HR** and/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 **TOTAL HR** and/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 **TOTAL HR** and/or the Worksite Employer 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 that I, **TOTAL HR** and the Worksite Employer each give up our respective right to trial by jury of any claim I may have against **TOTAL HR** and/or the Worksite Employer, or **TOTAL HR** and/or the Worksite Employer may have against me.

I agree that my relationship with **TOTAL HR** and compensation is terminable at-will, is for no definite period, and my relationship and compensation may be terminated by either **TOTAL HR** or me at any time and for any reason whatsoever, with or without good cause.

This is the entire agreement between **TOTAL HR** and me regarding dispute resolution, the length of my relationship, and the reasons for termination of our relationship, 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 and the President of **TOTAL HR**. No supervisor or representative of **TOTAL HR**, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after commencement of your relationship with **TOTAL HR** 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 **TOTAL HR** 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) _____

(Date) _____