

COMPANY NAME

# Employee Data Packet

## INSTRUCTIONS

### Applicants

Complete sections A through J.  
Make sure you sign sections H, I and J.

### Newly Hired Employees

Complete and sign sections L, M, and O, the W-4, the State W-4 and the I-9 (Employment Verification Form).

### Existing Employees

Complete all sections of the packet.

### Employers

Complete sections K and N.  
Complete bottom of the Drug Testing Donor Form after the drug test, section P.  
Complete section 2 of the I-9.  
Review entire data packet for completeness.  
Attach photocopy of documentation supporting the I-9.  
Return to **Applied Underwriters, Inc. at PO Box 3646, Omaha, NE 68103.**

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

FIRST NAME	LAST NAME

DO NOT WRITE IN THIS AREA

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

C#	E#

# 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.

**Name** \_\_\_\_\_  

First
Middle
Last

List any others names (former names, aliases, nicknames) you have used since high school to enable us to verify your work and education record.

**A** Present Address \_\_\_\_\_  

Street Address
City
State
Zip Code

Permanent Address \_\_\_\_\_  

(if different) Street Address
City
State
Zip Code

Home/Cell Phone (\_\_\_\_\_) \_\_\_\_\_ Message Phone (\_\_\_\_\_) \_\_\_\_\_ SSN \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Email Address \_\_\_\_\_

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

**B** Are you able to satisfactorily perform the essential job duties required of the position for which you are applying? .....  yes  no

Do you require a reasonable accommodation to perform the essential job duties of the position for which you are applying? ...  yes  no

If you answered yes, what reasonable accommodation do you require? \_\_\_\_\_

Position Desired \_\_\_\_\_ Date you can start \_\_\_\_\_ Salary Desired \_\_\_\_\_

Which do you prefer? .....  full-time  part-time during the following days and hours \_\_\_\_\_

**C** Are you employed now? .....  yes  no If yes, may we contact your present employer? .....  yes  no

If no, please explain \_\_\_\_\_

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 \_\_\_\_\_

Honorable Discharge? .....  yes  no

Additional training, skill, experience, and special achievements that you would like us to consider \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

 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. (Do not list any criminal history or medical information, such as disability, illness, or pregnancy in response to this question.) \_\_\_\_\_

**F**

How many days of work have you missed in the last three years due to reasons other than paid holidays, vacation, and approved absence due to the Family Medical Leave Act?

0 to 10 days  11 to 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 character 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 AND HAVE WITHHELD NOTHING THAT, IF DISCLOSED, WOULD AFFECT THIS APPLICATION UNFAVORABLY.

**H**

**X** \_\_\_\_\_  
SIGNATURE OF APPLICANT PRINT NAME DATE

## California Consumer Privacy Act / Notice of Collection of Personal Information

This Notice applies specifically to the personal information provided to us by completion of this application. The personal information requested on this form is collected, used, and shared with third-party service providers to fulfill the following purposes:

- Communicate with you
- Consider your suitability for employment
- Run background checks (with your consent)
- Confirm you are competent to enter into contracts and not subject to child labor laws
- Confirm your eligibility to work in the United States
- Check your driver's license status and driving record (if you will be driving our vehicles)
- Obtain your affirmation that the facts set forth in the employment application are true and complete to the best of your knowledge.

We do not and will not sell your personal information and will only maintain your information for as long as needed to fulfill the purposes for which it was collected. For more information regarding our privacy practices, view the Privacy Policy on our website or ask a company representative for a copy.

# Applicant's Agreement (the "Agreement")

In the event I am hired by the Company, I will comply with all rules and regulations of the Company. I understand that to the extent permitted by applicable law the Company reserves the right to require me to submit to a test for the presence of drugs and/or alcohol in my system prior to employment and at any time during my employment; and that any offer of employment may be contingent upon 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. I consent to the disclosure of the results of any physical examination and related drug/alcohol 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. And 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 terminated. I understand that for insurance purposes bonding may be a condition of hire. If it is, I agree to assist in having a bond application completed.

I understand that to the extent permitted by applicable law 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. This inquiry includes information as to my character, general reputation, and personal characteristics. 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 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 character references to provide the Company with any pertinent information they may have regarding myself.

I confirm that all the information 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,

adversely affect this application. I understand that if I am employed and any such information deemed material is later found to be false or incomplete in any respect, I may be terminated. I also 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 is terminable at-will, is for no definite period, and 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 takes the place of all prior and contemporaneous Agreements, representations, and understandings of myself and the Company.

This Company utilizes a program of voluntary alternative dispute resolution that provides a way to resolve any workplace or other disputes I and the Company may have without the need to go to court. This alternative dispute resolution program is described in detail in this document. It is your choice whether or not to participate in this program by signing this document. You still have the right to be represented by an attorney of your choosing as part of this program. The Company believes that this program will reduce the expense of the dispute resolution process and will result in the faster and more efficient resolution of disputes. The alternative dispute resolution program involves binding arbitration, instead of the more formal court system, to resolve all disputes that may arise out of the employment context. This alternate dispute resolution program is mutual and applies to me and the Company.

As the sole exceptions to this alternative dispute resolution program, I and the Company both agree that I do not have to go to binding arbitration regarding 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, and Employment Development Department (e.g., unemployment or state disability benefits) claims. I understand and agree that nothing in this Agreement precludes me from filing any administrative claim/charge with, or from participating in any investigation/administrative proceeding conducted by government agencies such as the Department of Fair Employment and Housing, the California Labor Commissioner and/or the Equal Employment Opportunity Commission. However, after I exhaust such administrative process/investigation, I understand and agree that I must pursue any such claims through this alternate dispute resolution program for any final adjudication/award. I further understand that I will not be disciplined, discharged, or otherwise retaliated against for exercising my rights under the National Labor Relations Act, including but not limited to challenging the limitation on a class, collective, representative, or joint action.

By signing below, I voluntarily choose to participate in the alternative dispute resolution program. Accordingly, I agree to pursue any claims I might have against the Company that currently exist or that may arise in the future exclusively through the alternative dispute resolution program by means of binding arbitration; similarly, the Company agrees to pursue any claims it might have against me that currently exist or that may arise in the future exclusively through the alternate dispute resolution program. The only exceptions to this requirement are identified in Paragraph 2, above. Our Agreement to submit all claims to binding arbitration includes any claims that either of us may have against any third-party beneficiaries as mentioned below. By agreeing to binding arbitration, we waive our rights to have any and all claims decided in an administrative adjudicatory hearing, in a judge/bench trial, and/or in a jury trial. I understand that our only recourse for pursuing claims is through this program's binding arbitration procedure according to the rules set forth herein and/or those rules incorporated by reference in this Agreement. I understand that neither I nor the Company may later decide that one of us does not want to arbitrate all such claims.

I understand that this Agreement requires me to pursue all claims I bring against the Company (and any third-party beneficiaries) through binding arbitration, and requires that the Company submit any claims it has against me to binding arbitration (except for those claims specifically excluded by this Agreement in paragraph 2. above). Our Agreement to arbitrate includes any and all claims which arise out of the employment context or any other interaction/relationship we had, have or may have in the future. Those claims include, but are not limited to, any claim, dispute, and/or controversy

that either of us brings against the other (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other applicable state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between myself and the Company, as well as any third-party beneficiaries of the Company. Third-party beneficiaries include the Company's owners, directors, officers, managers, employees, agents, partners, attorneys, sister-companies, subsidiaries, parent companies, joint-venturers, affiliated persons/entities, independent contractors, and parties affiliated with its employee benefit and health plans. These claims also include any claims arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company or third-party beneficiaries, whether based on tort, contract, statute, equity or otherwise.

I acknowledge that the Company's business and the nature of my employment in that business affect interstate commerce. Thus, I agree that this Agreement and my employment are governed by the Federal Arbitration Act (FAA) (9 United States Code § 1, et seq). The binding arbitration proceedings shall be governed by the rules listed herein or as supplemented by the Federal Arbitration Act and/or the procedures of the California Arbitration Act (California Code of Civil Procedure § 1280 et seq., including § 1283.05 and all of the Act's other mandatory and permissive rights to discovery). The California Arbitration Act shall only control the arbitration proceedings to the extent it is consistent with this Agreement and/or the Federal Arbitration Act.

In addition to requirements imposed by law, any arbitrator herein shall be a retired state Superior Court or federal District Court judge and shall be subject to disqualification on the same grounds as would apply to a California Superior Court judge. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator. If applicable, 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 the Code of Civil Procedure Section 631.8, that would apply in court or in an administrative proceeding where the actual claims would otherwise have been brought shall apply in the arbitration proceeding. The arbitrator shall apply only 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 to determine the dispute. The arbitrator shall have the authority to fashion the arbitration proceeding and the award to preserve any special protections afforded by the laws governing the claims. All communications during or in connection with the arbitration proceedings are privileged in accordance with California Civil Code § 47(b). The arbitrator shall have the right to 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 that in most all circumstances the Company will pay all costs and arbitrator fees unique to the arbitration as required by controlling case law, such as for statutory claims for unpaid wages, discrimination, harassment, retaliation, etc. However, there are some instances where the costs of arbitration will be split between us as set for the in the California Arbitration Act, such as where the Company brings a claim against me for violation of trade secret rules, conflicts of interest, or other similar claims. The costs of arbitration may also be split if claims I bring against the Company do not involve unwaivable statutory rights and the controlling case law does not require that the Company pay such costs (e.g., if I bring a breach of contract claim against the Company). I will not be required to share in any costs unique to arbitration until the arbitrator makes a specific ruling at the outset of the arbitration process that the claims at issue require me to share any portion of the cost of arbitration.

I agree that the arbitrator only has the authority to hear and adjudicate my individual claims and that the arbitrator does not have the authority to make the arbitration proceeding a class or collective action, or to award monetary relief to a group of employees in one proceeding. This arbitration Agreement shall not be construed to permit the consolidation or joinder of claims of other claimants, or to permit such claims to proceed as a class or collective action (collectively "class claims"). I and the Company both agree that any challenge to the prohibition against consolidating the claims of others into a single proceeding, whether as a class, a collective action or otherwise, is a gateway issue and shall be determined by the trial court; and any substantive claims shall not be decided by the arbitrator until after the gateway determination is made by the trial court. Under current applicable law, an employee's right to bring a representative claim pursuant to the California Private Attorneys General Act ("PAGA") is unwaivable, and notwithstanding anything else in this Agreement, this Agreement does not purport to create any waiver of such right. Both the Company and I agree that any arbitration proceeding must move forward under the FAA (9 U.S.C. §§ 3-4) even though the

claims brought in court or otherwise may name, involve and/or relate to persons/entities who are not parties to the arbitration Agreement and/or claims that are not subject to arbitration (such as PAGA). Thus, the trial court may not refuse to enforce this arbitration Agreement and may not stay the arbitration proceeding despite the provisions of the California Code of Civil Procedure § 1281.2(c), and shall instead sever and stay the non-arbitrable claims pending the final adjudication of the arbitrable claims.

I understand that all I have to do to begin the arbitration process is to send a letter by United States Postal Service Certified Mail with Return Receipt requested to the Owner(s) of the Company, or the President of the Company if the Company is a corporation, stating that I have legal claims against the Company and/or any third-party beneficiaries, the nature of the legal claims and that I demand to pursue them via binding arbitration. I understand that my letter must be post-marked prior to the expiration of any statute of limitations that applies to my claims. The Company may similarly commence claims against me by making a similar demand and sending it to me in the same manner. The Company and I will engage in an interactive discussion to try to agree upon an arbitrator, and if an arbitrator cannot be mutually chosen, I or we may petition the appropriate Court to appoint an arbitrator pursuant to the California Arbitration Act (Code of Civil Procedure § 1281.6). I understand that I and the Company will be required to provide more details regarding my claims and causes of action after starting the arbitration process. The arbitrator will also set the timing for the Company to file and serve any responsive pleadings. The arbitration will take place in the city where I live.

This Agreement does not affect my status as an at-will employee.

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 except the prohibition on the arbitrator hearing class claims and/or collective claims shall not be severable.

This is the entire Agreement between the Company and me regarding alternative dispute resolution and this Agreement supersedes any and all prior Agreements regarding binding arbitration. It is further agreed and understood that any Agreement contrary to the foregoing must be entered into, in writing, by both the Owner(s) and/or President of the Company and me. Oral promises shall not serve to modify and/or cancel this Agreement.

I UNDERSTAND THAT I AM GIVING UP THE RIGHT TO TRIAL BY JURY, BY A SITTING TRIAL COURT JUDGE, AND/OR BY FINAL ADJUDICATION THROUGH AN ADMINISTRATIVE PROCESS BY AGREEING TO BINDING ARBITRATION. MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE BEEN GIVEN AN OPPORTUNITY TO READ AND CONSIDER

THIS AGREEMENT, TO ASK ANY QUESTIONS I MIGHT HAVE AND THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY ALL OF THE ABOVE TERMS. I AGREE THAT THE COMPANY IS ALSO BINDING ITSELF TO THIS AGREEMENT BY PRESENTING THIS AGREEMENT TO ME FOR SIGNATURE.

 DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

APPLICANT:

 \_\_\_\_\_  
PRINT FULL NAME

**X**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



# Background Check Authorization

👉 Complete all items on this page unless otherwise directed.

👉 The following information is required by law enforcement agencies and other entities for identification purposes when checking records. It is confidential and will not be used for any other purpose. Please provide addresses covering at least the last seven years.

Print full legal name \_\_\_\_\_  Male  Female  Other

Print other names you have used \_\_\_\_\_

SSN \_\_\_\_\_ Drivers license # \_\_\_\_\_ Issuing state \_\_\_\_\_

Birthdate (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_ Place of birth (city and state) \_\_\_\_\_

Current address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

County \_\_\_\_\_ How long at this address \_\_\_\_\_

Previous address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

County \_\_\_\_\_ How long at this address \_\_\_\_\_

Previous address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

County \_\_\_\_\_ How long at this address \_\_\_\_\_

Previous address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

County \_\_\_\_\_ How long at this address \_\_\_\_\_

I authorize the Company and/or its agents to the extent permitted by applicable law to request a consumer report, or investigative consumer report, about me for the purpose of evaluating me for employment, promotion, reassignment, or retention as an employee. I understand that to the extent permitted by applicable law, background reports will be requested on me, including: credit reports, criminal convictions, employment history, education, professional references, personal references, civil court filings, driving records, and insurance records. These reports will include information as to my character, general reputation, personal characteristics, work habits, salary history, performance, education, experience, reasons for termination of employment, if any, and any history of criminal, dishonest, or violent behavior. Further I understand that requests for information will be made of various private and government agencies which maintain records concerning my past activities.

I release the Company and/or its agents and any person or entity, which provides information pursuant to this authorization, 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 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.

This Background Check Authorization is inapplicable and superseded only to the extent it conflicts with any union and/or collective bargaining agreement for which I am covered, or is otherwise prohibited by applicable law.

**X** \_\_\_\_\_  
SIGNATURE OF APPLICANT PRINT NAME DATE

👉 This section to be completed by the Company and determines which background checks will be conducted. Allow (5) five business days for processing.

Company Name \_\_\_\_\_ Client Number   -

Position \_\_\_\_\_

Criminal Background Check: All New Hires.

**K** Driving Record Check: Will the employee drive Company vehicles of any kind or their personal vehicle during work hours or on Company errands?  yes  no

Credit Record Check: Will the employee have access to Company funds or financial records, be able to make purchases using Company credit, or have managerial decision-making authority?  yes  no

\_\_\_\_\_  
AUTHORIZED SIGNATURE PRINT NAME DATE

DO NOT WRITE BELOW THIS LINE

SSN \_\_\_\_\_  DMV \_\_\_\_\_  Criminal \_\_\_\_\_  Credit \_\_\_\_\_