

EMPLOYMENT APPLICATION



Second Harvest Food Bank
of Orange County
an equal opportunity employer

APPLICANT INSTRUCTIONS

If you need help filling out this application form or for any phase of the employment process, please notify the person that gave you this form and every effort will be made to accommodate your needs in a reasonable amount of time.

1. Please read "APPLICANT NOTE" on page 3.
2. Complete all three pages.
3. If more space is needed to complete any question, use comments section on page 3.
4. Print clearly: incomplete or illegible applications will not be processed. PLEASE NOTE "NOT APPLICABLE" IF NOT ANSWERING A QUESTION.
5. Provide only requested information. Failure to do so may result in disqualification of your application.
6. Some packets may include an AFFIRMATIVE ACTION QUESTIONNAIRE. This information is being gathered for affirmative action under Section 503 of the Rehabilitation Act of 1973. The information requested is voluntary and will be kept confidential. An applicant will not be subject to any adverse treatment for refusing to complete the questionnaire.
7. DO NOT FILL OUT ANY OTHER ATTACHED FORMS OR PAGES UNTIL INSTRUCTED.

POSITION APPLIED FOR: _____

TODAY'S DATE: _____

NAME: _____
LAST FIRST MI

HOME PHONE: _____ WORK PHONE: _____

CURRENT ADDRESS: _____
STREET

CITY STATE ZIP

PRIOR ADDRESS: _____

STREET

CITY STATE ZIP

AVAILABILITY

What date can you start? _____ What category would you prefer? Full time Part time Temporary Labor pool
 For which schedules are you available? * Weekdays Weekends Evenings Nights Overtime Shift Other _____
 *Reasonable efforts will be made to accommodate sincerely held moral and ethical beliefs, (WI) religious beliefs and practices

JOB-RELATED SKILLS

NOTE: Do not fill out any part of this section you believe to be non-job related.

- Yes No If the job requires, do you have the appropriate valid driver's license?
 Name on license _____ DL# _____ Type _____ State of Issue _____
- Yes No Have you had any moving violations within the last seven years? Please describe. _____
 Please list any other skills, licenses or certificates that may be job-related or that you feel would be of value to this job or company. _____
- Yes No Have you been given a job description or had the essential functions of the job explained to you?
- Yes No Do you understand these essential functions?
- Yes No Can you perform the essential functions of this job with or without reasonable accommodation?

SECURITY

List states and counties of residence for the past seven years: _____

Yes No Have you been convicted of a crime in the past seven years? If so, please describe in the boxes below. Applicant is not obligated to disclose any reference to a pre or post trial diversion program, any conviction which has been sealed, expunged or erased by the court, or, if in California, any marijuana related misdemeanor conviction entered more than two years prior to the date of this employment application.

In Connecticut:
 An employment application form that contains any question concerning the criminal history of the applicant shall contain a notice, in clear and conspicuous language: (1) That the applicant is not required to disclose the existence of any arrest, criminal charge or conviction, the records of which have been erased pursuant to section 46b-146, 54-76o or 54-142a, (2) that criminal records subject to erasure pursuant to section 46b-146, 54-76o or 54-142a are records pertaining to a finding of delinquency or that a child was a member of a family with service needs, an adjudication as a youthful offender, a criminal charge that has been dismissed or nolleed, a criminal charge for which the person has been found not guilty or a conviction for which the person received an absolute pardon, and (3) that any person whose criminal records have been erased pursuant to section 46b-146, 54-76o or 54-142a shall be deemed to have never been arrested within the meaning of the general statutes with respect to the proceedings so erased and may so swear under oath.

In Massachusetts You are not required to furnish information about:
 1) any offense committed before your 17th birthday; 2) a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray, or disturbance of the peace; 3) a misdemeanor conviction when the date of conviction or ending date of any period of incarceration resulting there from, whichever is later, was 5or more years prior to the date of this application and you have not been convicted of any offense in the last five years. If you have been so convicted, you must report all offense convictions that occurred before and during the 5-year period; 4) an arrest detention or disposition where there was no conviction; 5) an applicant for employment with a sealed record on file with the Commissioner of Probation may answer "no record" with respect to any inquiry herein relative to prior arrests, criminal court appearances or convictions; and 6) an applicant for employment may answer "no record" with respect to any inquiry relative to prior arrests, court appearances and adjudications in all cases of delinquency or as a child in need of services which did not result in a complaint transferred to the Superior Court for criminal prosecution.

| INCIDENT | CITY/STATE | CHARGE |
|----------|------------|--------|
| 1. | | |
| 2. | | |

REFERENCES

Include only individuals familiar with your work ability. Do not include relatives or names of supervisors listed above.

| NAME | ADDRESS/PHONE | YEARS KNOWN/RELATIONSHIP |
|------|---------------|--------------------------|
| 1. | | |
| 2. | | |
| 3. | | |

EDUCATION

NOTE: Do not fill out any part of this section you believe to be non-job related.

Please circle highest grade completed. 7 8 9 10 11 12 13 14 15 16 16+

If your school records are under a different name than listed on page 1, please enter that name _____

| NAME | CITY/STATE | GRADUATED | DEGREE TYPE |
|-------------|------------|--|-------------|
| HIGH SCHOOL | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| COLLEGE | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| OTHER | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

APPLICANT NOTE

This application form is intended for use in evaluating your qualifications for employment. This is not an employment contract. Please answer all appropriate questions completely and accurately. False or misleading statements during the interview and on this form are grounds for terminating the application process or, if discovered after employment, terminating employment. All qualified applicants will receive consideration without discrimination based on sex, marital status, race, color, age, creed, national origin, sexual orientation, military reserve membership, ancestry, religion, height, weight, use of a guide or support animal because of blindness, deafness or physical handicap, or the presence of disabilities. A conviction will not necessarily bar an applicant from employment. Additional testing of job-related skills and for the presence of drugs in your body may be required prior to employment. After an offer of employment, and prior to reporting to work, you may be required to submit to a medical review. Depending on company policy and the needs of the job, you will be required to complete a medical history form and may be required to be examined by a medical professional designated by the company.

"Under Maryland law, an **employer** may not **require or demand**, as a condition of employment, prospective employment, or continued employment, that an individual submit to or take a lie detector or similar test. An **employer** who violates this law is guilty of a misdemeanor and subject to a fine not exceeding \$ 100."

"It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability."

CERTIFICATION AND RELEASE

I certify that I have read and understand the applicant note on this form and that the answers given by me to the foregoing questions and the statements made by me are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application, whether on this document or not, may result in rejection of my application or discharge at any time during my employment. I authorize the company and/or its agents, including consumer reporting bureaus, to verify any of this information. I release all former employers, persons, schools, companies and law enforcement authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use of illegal drugs is prohibited during employment. If company policy requires, I am willing to submit to drug testing to detect the use of illegal drugs prior to and during employment.

| | |
|-----------|------|
| SIGNATURE | DATE |
|-----------|------|

COMMENTS

(ASK FOR AN ADDITIONAL PAGE IF NECESSARY)



Second Harvest Food Bank Of Orange County

Applicant's STATEMENT & AGREEMENT

In the event of my employment to a position at the Second Harvest Food Bank of Orange County, I will comply with all Rules and Regulations of the Food Bank. I understand that the Food Bank 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. I consent to the disclosure of the results of any physical examination and related tests to the Food Bank. 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 the Food Bank 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, 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 Food Bank may contact my previous employers and I authorize those employers to disclose to the Food Bank 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 Food Bank, 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 the Food Bank with any pertinent information they may have regarding myself.

I also acknowledge that the Food Bank utilizes a system of alternative dispute resolution that involves binding arbitration to resolve all disputes that 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 Food Bank and myself, both the Food Bank and I agree that any claim, dispute, and/or controversy (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, as well as all other state or federal laws or regulations) that either I or the Food Bank (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) may have against the 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 Food Bank, whether based on tort, contract, statutory, or equitable law, 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 the California Workers' Compensation Act, and Employment Development Department claims) 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). However, nothing herein shall prevent me from filing and pursuing administrative proceedings only before the California Department of Fair Employment and Housing, or the U.S. Equal Opportunity Commission. 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. The Food Bank further agrees to bear the cost of any arbitrator's fees associated with the arbitration. EACH PARTY WILL BEAR THEIR OWN FEES AND COSTS. To the extent applicable in civil actions in California courts, the following shall apply and be observed: 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. 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 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 parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of this agreement shall be enforceable. I UNDERSTAND BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH THE FOOD BANK AND I GIVE UP OUR RIGHTS TO TRIAL BY JURY OF ANY CLAIM THE COMPANY OR I MAY HAVE AGAINST EACH OTHER.

I hereby state that all the information that I provided on this application or any other documents filled out in connection with interview is true and correct. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand if any such information is later found to be false or incomplete in any respect, I may be dismissed.

If hired, I agree as follows, my employment and compensation is terminable at-will, is for no definite period, compensation may be terminated by the Food Bank (employer) at any time and for any reason whatsoever, with or without the option of either the Food Bank or myself. No implied, oral, or written agreements contrary to the express language is valid unless they are in writing and signed by the President of the Food Bank. No supervisor or representative of the Food Bank, other than the President of the Food Bank, has any authority to make any agreements contrary to the foregoing. This agreement is the entire agreement between the company and the employee regarding the rights of the company or employee to terminate employment with or without good cause, and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings of the employee and the company.

If you have any questions regarding this statement, please ask a Food Bank 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

