

# Employment Application

*Note: This application is valid for 90 days. If you wish to be considered for employment after this 90-day period, a new application must be completed.*

**M&J Management Corp.  
The Sexton Companies**

**Equal Opportunity Employers\***

## PERSONAL INFORMATION

Date: \_\_\_\_\_

Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Present  
Address: \_\_\_\_\_  
Street City State Zip

Permanent  
Address: \_\_\_\_\_  
Street City State Zip

Phone No: (\_\_\_\_) \_\_\_\_\_ Are you 18 years or older? Yes\_\_ No\_\_

In order to permit a check of your work and education records, are there any other names that you have previously used? Yes No \_\_ If yes, identify names and relevant dates: \_\_\_\_\_

Please list all previous places of residence (if different than current residence) for the past three years (Use a separate sheet if more than three):

1. \_\_\_\_\_ How long? \_\_\_\_\_

2. \_\_\_\_\_ How long? \_\_\_\_\_

3. \_\_\_\_\_ How long? \_\_\_\_\_

## GENERAL EMPLOYMENT QUESTIONS

How Did You Learn About Us?

\_\_ Advertisement \_\_ Friend \_\_ Walk-In  
\_\_ Employment Agency \_\_ Relative  
\_\_ Sexton Companies Employee (name: \_\_\_\_\_)  
\_\_ Other (including prior employee of Sexton Companies)

Position Applied For: \_\_\_\_\_

Can Start: \_\_\_\_\_

Are You Employed Now? \_\_\_\_\_

If So May We Contact  
Your Present Employer? \_\_\_\_\_ Previous Employers? \_\_\_\_\_  
If "no," please explain reason: \_\_\_\_\_

\* The Sexton Companies and M&J Management Corp. are equal opportunity employers and do not discriminate against applicants or employees in any phase of employment on the basis of age, race, color, gender, religion, national origin, ancestry, physical or mental disability, sexual orientation, gender identity, veteran status, or any other classification protected by local, state, or federal law. Equal access to employment, services, and programs is available to all qualified persons. Applicants requiring reasonable accommodation for the application and/or interview process should notify a Company human resources representative.

**General Employment Questions Continued . . .**

Ever applied to this Company before? \_\_\_\_\_ If so, when? \_\_\_\_\_

Are you prevented from lawfully becoming employed in this country because of VISA or Immigration Status? Yes \_\_\_\_\_ No \_\_\_\_\_ If "yes," please explain, and also note that proof of citizenship or immigration status will be required upon employment

Are you currently on "lay-off" status and subject to recall? \_\_\_\_\_ If "yes," please explain: \_\_\_\_\_

Can you travel if the job requires it? \_\_\_\_\_

Type of employment desired: \_\_\_\_\_ Full-Time \_\_\_\_\_ Part-Time \_\_\_\_\_ Temporary

Driver's License Number (if driving is an essential function of the job you are seeking) \_\_\_\_\_

Proof of Insurance (name of insurance company and policy number – if driving is an essential function of the job your are seeking) \_\_\_\_\_

If you are under the age of 18 can you furnish a work permit, if required? \_\_\_\_\_

<b><u>EDUCATION</u></b>	<u>Name and Location of School</u>	<u>No. of Years Attended</u>	<u>Did You Graduate? When?</u>	<u>Subjects Studied/Degree</u>
Elementary				
High School				
College				
Graduate/ Professional				
Trade, Business or Other				

Subjects of special study or work: \_\_\_\_\_

**MILITARY SERVICE**

Military Service: \_\_\_\_\_ Rank: \_\_\_\_\_ Present Membership in National Guard or Reserves: \_\_\_\_\_

**FORMER EMPLOYERS** Please give an accurate, complete full-time and part-time employment record. Include any job-related military service assignments and volunteer activities. Start with your current employer (or most recent employer if not employed) and account for all periods of unemployment. Use a separate sheet if necessary.

1.	EMPLOYER		DATES		WORK PERFORMED
	ADDRESS		FROM	TO	
	POSITION				
	SUPERVISOR	PH#	WAGE/SALARY		
	REASON FOR LEAVING		STARTING	FINAL	
	VOLUNTARY OR INVOLUNTARY TERMINATION?				
2.	EMPLOYER		DATES		WORK PERFORMED
	ADDRESS		FROM	TO	
	POSITION				
	SUPERVISOR	PH#	WAGE/SALARY		
	REASON FOR LEAVING		STARTING	FINAL	
	VOLUNTARY OR INVOLUNTARY TERMINATION?				
3.	EMPLOYER		DATES		WORK PERFORMED
	ADDRESS		FROM	TO	
	POSITION				
	SUPERVISOR	PH#	WAGE/SALARY		
	REASON FOR LEAVING		STARTING	FINAL	
	VOLUNTARY OR INVOLUNTARY TERMINATION?				
4.	EMPLOYER		DATES		WORK PERFORMED
	ADDRESS		FROM	TO	
	POSITION				
	SUPERVISOR	PH#	WAGE/SALARY		
	REASON FOR LEAVING		STARTING	FINAL	
	VOLUNTARY OR INVOLUNTARY TERMINATION?				

**QUALIFICATIONS FOR EMPLOYMENT**

Except for vacations and holidays, how many work days were you absent during the past calendar year (do not include any days that were covered under Family and Medical Leave Act)?

\_\_\_ 0-5 days \_\_\_ 6-10 days \_\_\_ 11-15 days \_\_\_ 16-20 days \_\_\_ 21+ days

Which of your previous jobs did you like best? \_\_\_\_\_

What did you like most about that job? \_\_\_\_\_

This Company has a policy of assuring that the work environment is free from harassment and discrimination. Have you ever been accused of sexual or other harassment or employment discrimination? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes please explain: \_\_\_\_\_

What do you consider your greatest qualifications? \_\_\_\_\_

Describe any specialized training, apprenticeship, and skills and state where it was received; also describe any job-related extra-curricular activities: \_\_\_\_\_

List professional, trade, business or civic activities and offices held. (You may exclude membership which would reveal gender, race, religion, national origin, age, disability or any other protected status): \_\_\_\_\_

**PERSONAL REFERENCES**

(Give the names of three persons not related to you, whom you have known at least one year. Do not include any prior employer.)

	<u>Name</u>	<u>Address</u>	<u>Relationship</u>	<u>Years Acquainted</u>	<u>Telephone Number</u>
1.	_____				
2.	_____				
3.	_____				

**OTHER**

In case of  
Emergency Notify: \_\_\_\_\_  
Name Address Phone

Have you ever been plead guilty or no contest to, or been convicted of any crime in any state? \_\_\_ Yes \_\_\_ No (If you are not applying for a position that involves driving, do not include minor traffic offenses, but you should include all convictions classified as felonies, misdemeanors, and otherwise). If yes, please provide below or on a separate page the date, place, and nature of conviction. Note: a conviction does not constitute an automatic bar to employment. The type of conviction and when it occurred will be considered. We will also consider the nature of the position for which you are being considered.

Information for Residents of Ohio: An applicant is not required to provide a response regarding conviction records sealed under the Ohio First-Offenders law unless we advise you that this question is substantially related to a position for which you may be considered.

Have you ever been involved in a "diversion" program in connection with any criminal matter, whether convicted or not? \_\_\_ Yes \_\_\_ No. (If yes, please provide details, but you are not obligated to disclose sealed or expunged records of convictions or arrests.)

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If hired, would you be able to perform all functions and all necessary job assignments of the particular job for which you are applying? Yes \_\_\_ No \_\_\_ If "No," please explain: \_\_\_\_\_

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### **CERTIFICATION AND AGREEMENT**

I expressly authorize, without reservation, The Sexton Companies and/or M&J Management Corp. ("Company"), their representatives, employees or agents to contact and obtain information, and I agree to cooperate in obtaining such information, from all references (personal and professional), employers, public agencies, licensing authorities and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, resume and interview. I specifically authorize the Company to obtain a criminal history regarding me for pre-employment purposes, and if employed, at any time during employment for legitimate business purposes. I hereby waive any and all rights and claims I may have against the Company, its agents, employees or representatives, for seeking, gathering and using such information in the employment process and all other persons, corporations or organizations for furnishing such information about me. In addition, I authorize any party having information bearing upon my qualifications for employment to release such information to the Company. In addition, I waive any rights I have to require the Company or any prior employer to provide me with written notice before furnishing disciplinary reports, letters of reprimand, or other disciplinary actions to any person or entity. I release from any and all liability all individuals and organizations who provide information to the Company concerning my employment, competence, ethics, character and other qualifications, including privileged or confidential information.

I agree to submit to any lawful drug, alcohol, or other testing that may be required as a condition of employment or continued employment and understand that refusal to promptly submit and cooperate with such testing prior to or during the course of my employment will result in disqualification from consideration for employment or, if hired, termination.

I also understand and agree that any action or suit against the Company, its representatives, employees or agents arising out of or relating to my employment or termination of employment, including, but not limited to, claims arising under State or Federal civil rights statutes, must be brought within 180 days of the event giving rise to the claims or be forever barred. I waive any limitations period to the contrary.

I also understand and agree that if employed, any misrepresentation or omission on this Application, any resume submitted by me to the Company, or any other Company record will result in dismissal, regardless of the date of discovery. I acknowledge that employment is also subject to a satisfactory review of my references.

Neither this Application nor any statement made to me during the hiring process or thereafter shall be considered a contract of employment of any kind. Where such a contract is intended, I understand that it will be separately entered into and signed by the President of the Company. Absent such a contract, I understand that, if hired, my employment will be terminable-at-will, with or without reason, cause or notice, that I am not being employed for any specified or definite period of time, and that this application is not and is not intended to be a contract, offer, statement or confirmation of or for continued employment. I understand that any employee handbook or manual does not represent an employment contract if I am hired. The Company may alter, modify, amend, or terminate any of its policies and benefits, both as to active and retired employees.

The undersigned agrees to all of the foregoing.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

I have applied for employment with The Sexton Companies or M&J Management Corp. ("Company"). I understand that the Company may obtain a credit and/or consumer report about me in order to determine whether I have a satisfactory credit history and to obtain other information about me in order to assist it in making a decision about my application for employment, including, but not limited to, a criminal history report. I authorize the Company to obtain a consumer report (and I understand that a credit report is a type of "consumer report") for employment purposes, and if employed, at any time during employment for legitimate business purposes, such as in connection with decisions relating to my retention, promotion, or transfer. I also understand that the above-referenced information may be obtained by the Company from a consumer reporting agency (hereinafter "agency"), and will be evaluated with other information obtained during the screening and interviewing process in connection with any hiring decision, or in connection with the decision to retain, promote, or transfer me if I am hired. The consumer report will not be used for any other purpose.

If, after reviewing the consumer report, the Company intends to make a decision not to hire me (or not to retain, promote, or transfer me), based in whole or in part on information contained in that report, the Company shall: (1) provide notice of such intent to me; and (2) with such notice, provide me with a copy of the report the Company obtained, along with a written description of my rights, as prescribed by the Federal Trade Commission under Section 1681g(c)(3) of the Fair Credit Reporting Act (hereinafter "Act").

If the Company then decides not to hire me (or not to retain, promote, or transfer me), based in whole or in part on information contained in the consumer report, the Company will: (1) provide notice of such action to me; (2) provide me with the name, address, and telephone number of the agency (including any toll-free number established by the agency) that provided the report to the Company; (3) provide me with a statement that the agency did not make the decision not to hire me (or to retain, promote, or transfer me if I am employed), and that the agency is unable to provide me the specific reasons as to why the Company's decision was made; and (4) provide me with notice of my right to request and obtain, pursuant to section 1681j of the Act, a free copy of the report from the agency and to make a request for such report within 60 days of my receipt of notice from the Company informing me of its decision not to hire (retain, promote, or transfer) me, and additional notice that I may dispute with the agency the accuracy or completeness of any information in the consumer report, pursuant to Section 1681i of the Act.

I have read and understand the above, and I understand my rights. I authorize the Company to obtain a consumer report from a consumer reporting agency regarding me. In addition, I release the Company, its agents, and employees from any liability in connection with their use of the report or their reliance thereon in connection with any decision made by them. I understand that the investigative background inquiries that may be made about me may include my criminal, driving, consumer, and other records. These records may also include information as to my character, work habits, performance, and experience along with reasons for termination of past employment. I understand that this report may also include information obtained from various government agencies which maintain records relating to criminal, driving, credit, civil, and other experiences, as well as claims involving me in the files of insurance companies. I authorize, without reservation, any party or agency contacted by the Company any consumer reporting agency used by the Company to furnish the above-mentioned information, and release them from any and all liability in connection with such disclosure.

***Please Print:***

_____		_____	
Last Name	(Maiden Name)	First Name	M.I.
_____			
Address			
_____			
City	State	Zip	
_____			_____
Social Security #			Phone #
_____			_____
Applicant Signature			Date



**Disclosure to Employment Applicant**  
**REGARDING PROCUREMENT OF A CONSUMER REPORT**

In connection with your application for employment, we may procure a consumer report on you as part of the process of considering your candidacy as an employee. In the event that information from the report is utilized in whole or in part in making an adverse decision with regard to your potential employment, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the law.

**PLEASE BE ADVISED THAT WE MAY ALSO OBTAIN AN INVESTIGATIVE REPORT INCLUDING INFORMATION AS TO YOUR CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, AND MODE OF LIVING. THIS INFORMATION MAY BE OBTAINED BY CONTACTING YOUR PREVIOUS EMPLOYERS OR REFERENCES SUPPLIED BY YOU. PLEASE BE ADVISED THAT YOU HAVE THE RIGHT TO REQUEST, IN WRITING, WITHIN A REASONABLE TIME, THAT WE MAKE A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE INFORMATION REQUESTED. SUCH DISCLOSURE WILL BE MADE TO YOU WITHIN 5 DAYS OF THE DATE ON WHICH WE RECEIVE THE REQUEST FROM YOU OR WITHIN 5 DAYS OF THE TIME THE REPORT WAS FIRST REQUESTED.**

**THE FAIR CREDIT REPORTING ACT GIVES YOU SPECIFIC RIGHTS IN DEALING WITH CONSUMER REPORTING AGENCIES. YOU WILL FIND THESE RIGHTS SUMMARIZED ON THE REVERSE SIDE OF THIS DOCUMENT.**

BY YOUR SIGNATURE BELOW, YOU HEREBY AUTHORIZE US TO OBTAIN A CONSUMER REPORT ABOUT YOU IN ORDER TO CONSIDER YOU FOR EMPLOYMENT.

**THIS REPORT WILL BE PROCESSED BY:**  
**ADP SCREENING AND SELECTION SERVICES**  
**301 REMINGTON STREET**  
**FORT COLLINS, COLORADO 80524**  
**800/367-5933**

**APPLICANT'S NAME:** \_\_\_\_\_

**(PLEASE PRINT)**

**APPLICANT'S ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**SOCIAL SECURITY NUMBER:** \_\_\_\_\_

**GIVE COPY WITH SUMMARY OF RIGHTS TO APPLICANT. RETAIN A COPY FOR YOUR FILES.**



**Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, DC 20580.**

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the

accuracy, fairness and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your

major rights under the FCRA. For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or

write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, DC 20580.

- You must be told if information in your file has been used against you. **Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address and phone number of the agency that provided the information.**

- You have the right to know what is in your file. **You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free.**

**You are entitled to a free file disclosure if:**

- **A person has taken adverse action against you because of information in your credit report;**
- **You are the victim of identify theft and place a fraud alert in your file;**
- **Your file contains inaccurate information as a result of fraud;**
- **You are on public assistance;**
- **You are unemployed but expect to apply for employment within 60 days.**

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

- You have the right to ask for a credit score. **Credit scores are numerical summaries of your credit worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or**

**distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.**

- You have the right to dispute incomplete or inaccurate information. **If you identify information in your file that is incomplete or inaccurate and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.**

- Consumer reporting agencies must correct or delete inaccurate, incomplete or unverifiable information. **Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.**

- Consumer reporting agencies may not report outdated negative information. **In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.**

- Access to your file is limited. **A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer,**

**landlord, or other business. The FCRA specifies those with a valid need for access.**

- You must give your consent for reports to be provided to employers. **A consumer reporting agency may not give out information about you to your employer, or to a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).**

- You may limit ‘prescreened’ offers of credit and insurance you get based on information in your credit report. **Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists of these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.**

- You may seek damages from violators. **If a consumer reporting agency, or in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.**

- Identify theft victims and active duty military personnel have additional rights. **For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).**

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	FEDERAL TRADE COMMISSION: CONSUMER RESPONSE CENTER – FCRA Washington, DC 20580 1-877-382-4357
National Banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	OFFICE OF THE COMPTROLLER OF THE CURRENCY Compliance Management Mail Stop 6-6 Washington, DC 20219 1-800-613-6743
Federal Reserve System member banks (except national banks and federal branches/agencies of foreign banks)	<b>Federal Reserve Board</b> DIVISION OF CONSUMER & COMMUNITY AFFAIRS Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	<b>Office of Thrift Supervision</b> Consumer Complaints Washington, DC 20552 800-842-6929
Federal Credit Unions (words “Federal Credit Union” appear in institution’s name)	<b>National Credit Union Administration</b> 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	FEDERAL DEPOSIT INSURANCE CORPORATION Consumer Response Center 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	<b>Department of Transportation</b> Office of Financial Management Washington, DC 201590 202-366-1306
Activities subject to the Packers and Stockyards Act of 1921	<b>Department of Agriculture</b> Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051