

## 5320 Garden Highway, Yuba City, California 95991 Phone (530) 674-1148 Fax (530)674-1007

# APPLICATION FOR EMPLOYMENT AN EQUAL OPPORTUNITY EMPLOYER

## **ESSENTIAL FUNCTIONS**

(ability to perform the following tasks with or without an accommodation is required for positions at Sierra Gold Nurseries)

Sit 6-10 hours daily?	🗌 Yes 🗌 No	Make repetitive movements frequently with the left and right hand, wrist, ankle, knee?	🗌 Yes 🔲 No
Stand 7-10 hour daily?	🗌 Yes 🗌 No	Twist/turn the trunk of the body frequently?	🗌 Yes 🔲 No
Walk 6 hours daily?	🗌 Yes 🗌 No	Frequently bend/stoop, push/pull, and step up/down?	🗌 Yes 🗌 No
Lift 1 hour daily?	🗌 Yes 🗌 No	Occasionally squat, crawl, climb, reach overhead, crouch, kneel & balance?	🗌 Yes 🔲 No
Push/pull 7-8 hours daily?	🗌 Yes 🗌 No	Work on unprotected heights (working from a ladder)?	🗌 Yes 🔲 No
Bend/stoop 6-7 hours daily?	🗌 Yes 🗌 No	Work around moving machinery?	🗌 Yes 🔲 No
Lift/Carry 0-24 pounds frequently?	🗌 Yes 🗌 No	Work in changes of temperature and humidity?	🗌 Yes 🗌 No
Push/pull 35-50 pounds frequently?	🗌 Yes 🗌 No	Work exposed to dust, fumes, gases & chemicals (with appropriate safety equipment?)	🗌 Yes 🔲 No
		Perform close vision work for 8-10 hours daily?	∏ Yes ∏ No

Please note; there may be other additional functions essential to the specific job for which you are applying. A Company job description is available upon request prior to initial interview.

### PERSONAL INFORMATION

Date of Application:

Name:					
La	st	First	Middle		
Address:					
Street		(Apt)	City, State	Zip	
Alternate Address:					
	Street		City, State Zip		
Contact Information: (	)	( )			
	Home Telephone	Mobile	Email		
Are you 18 years of age or	older?				
PRIOR EMPLOYMENT W	/ITH COMPANY:				
Were you previously empl	oyed with Sierra Gol	d Nurseries or Fe	ather River Plants: Yes	No	
If yes, provide the followin	ıg: When?		Supervisor(s)?		
Reason for leaving:					
EMPLOYMENT DESIRED:					
Mark each position you are General Labor Dechar		t 🔲 Truck Driver	• 🔲 Other (please specify)		
Class A Driver's License # if	applicable:				
Are there any hours or days	s you cannot or will r	not work:	If yes, specify:		
Are you willing to work ove	ertime:				

Updated 03/01/2019

<b>EXPERIENCE</b> Mark on list below work in which you are qualified. Indicate amount of time you have practiced the skill:					
				_	
L He	orticulture	Biology	Chemistry	Nursery Experience	
🗌 Βι	udding	Grafting	Spray Application	Greenhouse Work	
🗌 Bo	obtail	Welding	Class A	Wheel Tractor	
🗌 Fo	orklift	General Maintenance	Shop Mechanics	Irrigation/Plumbing	
🗌 Tis	ssue Culture	Media Preparation	Spraying (Fert/Chem.)	Machine Programming	
Sto	orm Drainage	Planting	Concrete Work	Grading, Surveying	
🗌 Ca	rpentry	Administrative	Equipment	🗌 Data Entry	
	All other relevant Experience and/or special skills (including language skills):				

## **EDUCATION**

EDUCATION	Name & Location of School	Subject Studied	Graduated
High School			Yes No
College and/or Trade, Business			Yes No
Other			Yes No

**FORMER EMPLOYERS** *Describe <u>all</u> previous employment. List most recent employer first. Do not omit any employer and describe the reason for any gap in employment. Use additional paper if necessary to provide a complete response.* 

Dates Employed	Name, Address, Phone Number of Employer	Position Held	Reason(s) For Leaving

**REFERENCES** List the names of three persons, not related to you, whom you have known for at least one year.

NOTICE

New employees are required to produce verification of their legal right to work in the United States. If you are offered employment, can you produce sufficient documentation of your identity and right to work in the United States, and attest under penalty of perjury that the documents you produce are genuine and relate to you?

Updated 03/01/2019

#### ADDITIONAL INFORMATION

Prospective employees may be required to undergo the Company's drug/alcohol examination. The examination includes laboratory testing of a urine sample from a prospective employee to determine the presence of certain drugs and/or alcohol in the body.

<u>Please Note</u>: You should not rely upon a contingent offer of employment from Sierra Gold Nurseries. Unless or until a final offer of employment is made, you should not take any action which could result in financial loss to you if a contingent offer is withdrawn. Such actions include giving notice of intent to terminate your current employment, selling real estate or incurring any costs associated with accepting employment with Sierra Gold Nurseries. No such activity should be undertaken until <u>after</u> you have received a final offer of employment.

#### AGREEMENTS

I authorize the investigation of all information provided in this application. I understand that falsification, misrepresentation or omission of facts will result in immediate dismissal or removal of my application from consideration. I authorize Sierra Gold Nurseries or it's designee to secure information about my background and experience from all employers', educational institutions, references and government agencies, and for those parties to provide information concerning my background and experience. I release all parties from any liability arising therefrom.

If Sierra Gold Nurseries employs me, I agree to conform to the rules and regulations of Sierra Gold Nurseries. I also understand and agree that, except for arbitration and employment at-will status, my wages, hours, working conditions, job assignments and compensation are subject to change by Sierra Gold Nurseries. I understand my employment can be terminated, with or without cause and with or without notice, at any time at the option of Sierra Gold Nurseries or myself. I understand that, other than a General Manager of Sierra Gold Nurseries, no manager, supervisor or representative of Sierra Gold Nurseries has authority to enter into any agreement for employment for any special period of time, or to make any agreement contrary to at-will employment. Only a General Manager of Sierra Gold Nurseries has the authority to change my at-will status, and then only in a writing expressly changing my at-will status.

#### ARBITRATION

To resolve disputes arising from the application process or from the employment relationship (if I am offered employment) in an efficient and costeffective manner, I and Sierra Gold Nurseries agree that any and all such claims that could be filed in a court of law, including but not limited to, claims of unlawful harassment or discrimination, wrongful failure to hire, wrongful demotion, defamation, wrongful discharge, breach of contract or invasion of privacy, shall be submitted to final and binding arbitration, and not to any other forum.

The arbitrator shall conduct the arbitration in accordance with the procedures set forth in the most recent versions of the National Rules for the Resolution of Employment Disputes of the American Arbitration Association, which can be found at www.adr.org/employment. However, no procedures of the American Arbitration Association the enforceability of this Agreement. Sierra Gold Nurseries shall pay the arbitrator's fees and expenses.

The arbitrator shall determine the prevailing party in the arbitration. Costs and attorneys' fees shall be awarded to the prevailing party in accordance with the same legal standards that would apply had the action been filed in court. The arbitrator shall have the authority to order any legal and/or equitable remedy that would be available in a civil or administrative action on the claim. The arbitrator shall prepare a brief written decision that includes the essential findings and conclusions upon which the award is based.

This arbitration shall be the exclusive means of resolving any claim arising out of my application for employment (if any), and no action will be filed in any court or other forum. However, nothing in this agreement will affect National Labor Relations Board, Workers' Compensation Appeals Board, Unemployment Insurance Appeals Board, Department of Fair Employment and Housing or Equal Employment Opportunity Commission proceedings, claims under the Private Attorneys General Act, petitions for judicial review of a decision issued after an administrative hearing or the ability of either party to seek injunctive relief in an appropriate court of law.

If any court of competent jurisdiction declares that any part of this arbitration agreement is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity or enforceability of the remaining parts, and the illegal, invalid or unenforceable part will no longer be part of this agreement.

# This Arbitration Agreement Is A Waiver Of All Rights To A Civil Jury Trial For A Claim Of Harassment, Discrimination, Wrongful Termination, Class Action, Or Any Other Claim Arising Out Of My Application For Employment and Employment (If Any).

My signature below certifies that I have read and understand this application, and to the best of my knowledge, the information I provided is true and correct. My signature below also certifies that I agree to be bound by the terms and conditions of employment stated in this application. This application contains all the understandings and agreements between me and Sierra Gold Nurseries concerning the nature of my employment, if any, by Sierra Gold Nurseries, and supersedes all prior and/or contemporaneous practices, oral or written agreements, understandings, representations and promises, express or implied, between me and Sierra Gold Nurseries.

Applicant Signature

Date

It is Sierra Gold Nurseries' policy to fill every position without regard to race, color, religion, creed, sex, marital status, age, national origin, ancestry, disability, medical condition, sexual orientation or any other consideration made unlawful by applicable federal, state, or local laws. Sierra Gold Nurseries is an equal opportunity employer and selects employees on the basis of qualifications. Please contact the General Manager of Operations of Sierra Gold Nurseries if you have any questions or complaints regarding this policy.