

IT IS UNLAWFUL IN MARYLAND AND 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.

BOTH POLICY AND PRACTICE COMPLY WITH ALL FEDERAL AND STATE LAWS WHICH FORBID DISCRIMINATION

*Paul J. Sierra Construction, Inc. & Sierra Construction & Restoration, Inc.,*  
**EMPLOYMENT APPLICATION**  
Valid for 30 days

**Applicant Information:**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Thank you for considering Paul J. Sierra Construction, Inc. (PJS - including affiliates) as an employer. To ensure that we make a hiring decision that is right for you, and us we use a number of different selection tools and consider a great amount of information before a decision is made. As you go through the employee selection process, you may come in contact with **some or all** of the following selection tools.

1. **Employment Application** - Complete all sections which pertain to you. Do not include a resume as a substitute for completing the application. Sign and date the application. The employment application allows PJS to determine your qualifications and experience. By signing the application, you authorize PJS to verify the information contained in the application. Falsification of information on the application or failure to provide accurate information can result in disqualification for employment or termination of employment if discovered after hire.
2. **Dispute Resolution Agreement** - This agreement requires you to arbitrate certain legal disputes related to your application for employment with PJS. PJS will not consider your application unless this agreement is signed.
3. **Employment Interviews** - Several personal (or telephone) interviews may be conducted with you in order to provide more detailed information regarding your background and qualifications.
4. **Employment Eligibility Verification** - This form is required by the U.S. Department of Justice and the Immigration and Naturalization Service. It is used to verify your identity and right to work in the United States.

5. **Employment Testing** - Various tests may be administered to measure your aptitude and abilities in job related areas. While most tests are short, some administered to management level candidates may take several hours.
6. **Test for Evidence of Substance Abuse** - This is a urinalysis test for abusive or illegal levels of any chemical substance.
7. **Reference Checks** - Former employers and educational references are verified prior to an offer of employment.
8. **Records Check** - Verification and information checks with the Social Security Administration, criminal courts, federal and state and county repositories of criminal records, Department of Motor Vehicles, and credit bureaus.
9. **Physical Examination** - Some positions in PJS may require the applicant to take a physical examination.
10. **Loss Prevention Interview** - During this interview, you will be asked questions concerning your employment application, any current and past involvement with illegal drugs, any prior felony convictions, any adverse information from prior employers, and other related matters.

**If you wish to be considered for employment you must read and sign the following agreement. You will not be considered as an applicant until you have signed the Agreement. Included with this application is the Paul J. Sierra Construction, Inc. (PJS) *Dispute Resolution Rules and Procedures*. You should familiarize yourself with these rules and procedures prior to signing the Agreement. If the Rules and Procedures are not included in this booklet you must request a copy from a PJS representative prior to signing the Agreement. You will note that if you sign at this time you do have three (3) days to withdraw your consent. You may, of course, take the package with you and return with it signed, if you wish to continue your application process.**

### **PJS DISPUTE RESOLUTION AGREEMENT**

I recognize that differences possibly may arise between PJS and me during my application or employment with PJS (PJS includes affiliates of PJS). I recognize that it is in the interest of both PJS and me that disputes be resolved in a manner that is fair, private, expeditious, economical, final and less burdensome or adversarial than court litigation. PJS has an effective Open Door Policy, and I will try to take advantage of it where feasible. I understand, however, that not all issues can be resolved using the Open Door Policy.

Except as set forth below, I agree that I will settle any and all previously unasserted claims, disputes or controversies arising out of or relating to my application or candidacy for employment, employment and or cessation of employment with PJS, exclusively by utilizing the PJS Dispute Resolution Process, hereinafter "PJSDRP". By way of example only, such claims include claims under federal, state and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, The Family Medical Leave Act, the law of contract and law of tort, and any Executive Order governing the employment relationship.

I understand that if I do file a lawsuit regarding a dispute arising out of or relating to my application or candidacy for employment, employment or cessation of employment, PJS may use this Agreement in support of its request to the court to dismiss the lawsuit and require me instead to use the PJSDRP.

I understand that I still may exercise my rights under the National Labor Relations Act and file charges with the National Labor Relations Board. I further understand that I still may file administrative charges with the Equal Employment Opportunity Commission or similar federal, state or local agency, but that upon receipt of a right-to-sue letter or similar administrative determination, I shall submit any claim I may have against PJS to the PJSDRP.

I understand that I must submit a claim to PJS DRP within one (1) year of the day on which I know or, through reasonable diligence, should have known of the facts giving rise to my claim. I further agree that if I commence PJS DRP, it will be conducted in accordance with the PJS Dispute Resolution Rules and Procedures.

I understand that neither the Agreement nor the Dispute Resolution Rules and Procedures form a contract of employment between PJS and me. I further understand that my signature to this Agreement in no way guarantees that PJS will accept my application for employment. If PJS does accept my application for employment and I become employed at PJS, this Agreement in no way alters the "at-will" status of my employment. I understand that my employment, compensation and terms and conditions of employment can be altered or terminated, with or without cause, and with or without notice, at any time, at the option of either PJS or myself. I understand that no manager or representative of PJS, other than an officer of PJS at the level of Vice President or above, has any authority to enter into any agreement of employment for any specific duration, to make any agreement contrary to the foregoing or to alter the PJS Dispute Resolution Rules and Procedures.

PJS and I agree to resolve any dispute between us via the procedures set forth in Florida Statutes, section 44.104, by submitting the controversy to voluntary trial resolution, using a member of the Florida Bar as trial resolution judge, such member of the Florida Bar to be agreed upon by the parties. In the event the parties are unable to agree on a trial resolution judge, a judge of a Florida circuit court shall appoint a qualified member of the Bar from Hillsborough County, to serve as trial resolution judge. PJS and I agree that the above shall waive our right to litigate before a court on any issue. This includes any claims concerning compensation, employment, sexual or other types of harassment, or termination of employment. In such action, each party shall bear their own attorney's fees, costs, and expenses. The parties shall share equally, the cost of compensating the trial resolution judge. Before commencing the above, I agree first to present any claims in writing and in full detail to PJS, and next, to complete any PJS internal review process that may be applicable. Nothing in this agreement shall prevent me from filing a claim with any external administration or agency (such as the EEOC or similar state or local agency).

**The Dispute Resolution Agreement and the Dispute Resolution Procedures affect your legal rights. You may wish to seek legal advice before signing this Dispute Resolution Agreement.**

I have read this Agreement and understand that I should read the Dispute Resolution Rules and Procedures over the next few days.

I understand that I may withdraw my consent to this Agreement within three (3) days from the date on which I sign below by notifying the President of PJS, in writing (**including my Social Security number and the address of the place at which I applied for employment**) that I am withdrawing my application for employment at PJS. The address for the President of PJS is:

Paul J. Sierra Construction, Inc.  
Attn: Paul J. Sierra, President  
912 W. Martin Luther King Blvd  
Tampa, FL 33603-3201

I understand that by so notifying the President of PJS, I will not be bound to this Agreement and

that I no longer will be eligible for employment at PJS. I recognize that if I sign the Agreement and do not withdraw within three days of signing I will be required to submit to PJSDRP, as explained above, employment-related claims which I may have against PJS, whether or not I become employed by PJS.

This Agreement will be enforceable throughout the application process, my employment, and thereafter with respect to any such claims arising from or relating to my application or candidacy for employment, or cessation of employment with PJS. I then must submit to PJSDRP all such employment-related claims, and I may not file a lawsuit in the court.

**AGREED:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Social Security No.

PJS agrees to follow this Dispute Resolution Agreement and the Dispute Resolution Rules and Procedures in connection with the applicant/employee whose signature appears above.

\_\_\_\_\_  
Paul J. Sierra  
President – Paul J. Sierra Construction, Inc.

\_\_\_\_\_  
Date



How did you hear about this position? Please specify the name of the newspaper, agency, etc.

- Newspaper: \_\_\_\_\_  Other Advertisement:  
 Employee Referral: \_\_\_\_\_  Job Fair:  
 Agency: \_\_\_\_\_  School / College:

**EDUCATION**

(May or may not be considered depending on job applied for.)

| Name of School<br>(Last School First) | Address | Number of<br>Years Attended | Field of<br>Study | Diploma/<br>Degree |
|---------------------------------------|---------|-----------------------------|-------------------|--------------------|
|                                       |         |                             |                   |                    |

**EMPLOYMENT HISTORY**

|                                |               |  |
|--------------------------------|---------------|--|
| Employer                       | Supervisor    | Hourly Rate/Salary                     |
|                                |               | Starting:                      Ending: |
| Address                        |               | Phone Number:                          |
| Dates Employed                 | Position Held | Reason for Leaving                     |
| From:                      To: |               |  |
| Work Performed                 |               |  |

|                                |               |  |
|--------------------------------|---------------|--|
| Employer                       | Supervisor    | Hourly Rate/Salary                     |
|                                |               | Starting:                      Ending: |
| Address                        |               | Phone Number:                          |
| Dates Employed                 | Position Held | Reason for Leaving                     |
| From:                      To: |               |  |
| Work Performed                 |               |  |

|                                |               |  |
|--------------------------------|---------------|--|
| Employer                       | Supervisor    | Hourly Rate/Salary                     |
|                                |               | Starting:                      Ending: |
| Address                        |               | Phone Number:                          |
| Dates Employed                 | Position Held | Reason for Leaving                     |
| From:                      To: |               |  |
| Work Performed                 |               |  |

**EMPLOYMENT HISTORY (cont'd):**

|                |               |                    |
|----------------|---------------|--------------------|
| Employer       | Supervisor    | Hourly Rate/Salary |
|                |               | Starting: Ending:  |
| Address        |               | Phone Number:      |
| Dates Employed | Position Held | Reason for Leaving |
| From: To:      |               |                    |
| Work Performed |               |                    |

|                |               |                    |
|----------------|---------------|--------------------|
| Employer       | Supervisor    | Hourly Rate/Salary |
|                |               | Starting: Ending:  |
| Address        |               | Phone Number:      |
| Dates Employed | Position Held | Reason for Leaving |
| From: To:      |               |                    |
| Work Performed |               |                    |

|                |               |                    |
|----------------|---------------|--------------------|
| Employer       | Supervisor    | Hourly Rate/Salary |
|                |               | Starting: Ending:  |
| Address        |               | Phone Number:      |
| Dates Employed | Position Held | Reason for Leaving |
| From: To:      |               |                    |
| Work Performed |               |                    |

|                |               |                    |
|----------------|---------------|--------------------|
| Employer       | Supervisor    | Hourly Rate/Salary |
|                |               | Starting: Ending:  |
| Address        |               | Phone Number:      |
| Dates Employed | Position Held | Reason for Leaving |
| From: To:      |               |                    |
| Work Performed |               |                    |

## SPECIAL SKILLS AND QUALIFICATIONS

Summarize special job-related skills or qualifications including licenses and certificates (please give registration number, state, and expiration date) acquired from employment or other experience, which relates to the job you are applying for.

## MISCELLANEOUS:

In order to permit a check of your work and educational records, should we be made aware of any change of name or assumed name that you previously used?  Yes  No

If yes, please identify relevant names and dates

## REFERENCES:

Give the name, address, telephone number and company, of three character references who are **not** related to you and **are** previous employers.

- 1.
- 2.
- 3.

Give name, address, telephone number and company, of three character references **not** related to you.

- 1.
- 2.
- 3.

List any relatives who are currently employed by us:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

**Notice to Applicants:**

PJS complies with the Americans With Disabilities Act of 1990. During the interview process, you may be asked questions concerning your ability to perform job-related functions. If you are given a conditional offer of employment, you may be required to complete a post-job offer medical history questionnaire and/or undergo a medical examination. If required, entering employees in the same job category will be subject to the same medical questionnaire and/or examination and all information will be kept confidential and in separate files.

This application for employment shall be considered active for a period of time not to exceed 30 days. Any applicant wishing to be considered for employment beyond this time period should inquire as to whether or not applications are being accepted at that time.

If this application for employment is accepted, I understand that employment is not for any guaranteed term and may be terminated by PJS or employee at any time for any reason. It is further understood that this at-will employment relationship may not be changed by any written document, verbal statement, or by conduct unless such change is specifically acknowledged in writing by the president of this organization in a written document titled "Employment Contract", and which specifically states the employee is not an At-Will employee.

I authorize PJS to investigate my background and all statements contained in this application for employment as may be necessary in arriving at an employment decision, including the contacting of the employers, educational institutions and persons listed above, as well as law enforcement agencies, credit institutions or other persons having personal knowledge about me. If there is a particular employer you do not wish us to contact, please indicate which one and why:

I hereby release and hold harmless my current and former employers, educational institutions and persons or organizations named on this application or accompanying resume from all liability on account of furnishing such information to PJS or its agents.

In the event of employment, I understand that false, misleading or omitted information given in my application, interview(s) or any other document or statement, may result in discharge. I also understand that I am required to abide by all rules and regulations of PJS.

I consent to a medical examination and the collection of blood and/or urine samples, as requested by for the purpose of determining the presence of alcohol and/or drugs, if any. I furthermore authorize the release of any and all medical information obtained during the exam and testing procedure to PJS. I understand that a Drug-Free Workplace program is in effect and that a positive result for the drugs tested may be grounds for termination.

I agree that if I am hired I will be subject to a 90 day probationary period. This probationary period may be extended by PJS, in its sole discretion. I further understand that during any probationary period, I will not be entitled to receive any benefits (including vacation, sick pay and holiday pay) unless those benefits are required by law.

PJS is an equal employment opportunity employer. We adhere to a policy of making employment decisions without regard to race, color, age, sex, religion, national origin, disability, marital status or sexual orientation. We assure you that your opportunity for employment with PJS depends solely upon your qualifications.

I certify that all information contained in this application is correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

## **PJS Dispute Resolution Rules and Procedures**

PJS strictly prohibits any form of discrimination or harassment in any part of the workplace or employment process.

It is PJS's policy that every *PJS* employee, regardless of position, be treated with respect in a fair and just manner. All *PJS* employees are expected to treat fellow colleagues with courtesy and respect. However, even in the best work environments, problems, concerns, or disagreements may arise. Management asks *PJS* employees to be professional and constructively discuss any individual concern with that co-employee as per the Open Door Policy. The discussion should focus on the issue and enable open discussion without personal or emotional interjection. However, if the PJS employee feels that is not possible, then he/she should address the concerns directly with his/her Manager, in which case every effort will be made to solve problems fairly. When there is an unsettled question about a *PJS* employee's job or there is a question about treatment on the job, it is best to bring the problem up for discussion and a decision.

The PJS Dispute Resolution Rules and Procedures (PJSDRP) have been developed for resolving workplace issues and should be used in such situations. If the PJS employee's concerns involve the Manager, and the one whom the *PJS* employee would normally communicate his/her concerns, the *PJS* employee should go to his/her next level of Management or contact the Vice-President of Human Resources of *PJS* as described within the Open Door Section of the PJSDRP

The initial steps regarding the Open Door Section are described in the following steps:

- Step 1 - Any problems or concerns should be addressed with the individual in the dispute.
- Step 2 - If the matter is not, or cannot, be resolved between the PJS employees, the concern should be taken to a Manager. Explain the problem in detail and suggest any solutions. Although not mandatory, it is advisable that any issue is specified in writing.
- Step 3 - If the matter is not, or cannot be resolved by the Manager, take it to the person at the next level of authority.
- Step 4 - If the matter cannot be resolved with the Manager and/or the next level of management, discuss it with the President of PJS.

If the concern is in regard to a discharge, the *PJS* employee has fourteen (14) calendar days to file a written complaint with *PJS*. Describe all details of the dismissal and submit the complaint to the Vice-President of Human Resources of *PJS*.

PJS and each employee have agreed to resolve any dispute regarding the employment relationship via the procedures set forth in Florida Statutes, section 44.104, by submitting the controversy to voluntary trial resolution, using a member of the Florida Bar as trial resolution

judge, such member of the Florida Bar to be agreed upon by both *PJS* and the employee. In the event the *PJS* and the employee are unable to agree on a trial resolution judge, a judge of a Florida circuit court shall appoint a qualified member of the Bar from Hillsborough County, to serve as trial resolution judge. *PJS* and each employee have agreed that the above shall waive the rights of both *PJS* and the employee to litigate before a court on any issue. This includes any claims concerning compensation, employment, sexual or other types of harassment, or termination of employment. In such action, *PJS* and the employee shall bear their own cost and expenses. *PJS* and the employee shall share equally, the cost of compensating the trial resolution judge. Before commencing the above, each employee must first present any claims in writing and in full detail to *PJS*, and next, to complete any *PJS* internal review process that may be applicable. Nothing in the *PJS*DRP shall prevent an employee from filing a claim with any external administration or agency (such as the EEOC or similar state or local agency).

If you have any questions or concerns regarding this subject, contact the Vice-President of Human Resources of *PJS*. If you feel you have been harassed or witnessed discrimination in the workplace, report it immediately.

Any work-related questions, problems, suggestions, or concern may be addressed with your Manager. Unless concerns are brought to Management's attention, they cannot help find a solution. The response may not always be what was hoped for, however, insight can be gained as to why a particular change can /cannot be accommodated. Everyone can benefit from the open exchange of information and ideas.

If you feel uncomfortable discussing a sensitive issue with your supervisor or Management, contact the President of *PJS*. He can offer discussion of the situation and assist the concerned *PJS* employee toward choosing an appropriate course of action. Working together to address concerns can lead to solutions that will benefit everyone without the need for outside, third party involvement.

I, \_\_\_\_\_ hereby authorize  
(Name of Driver)

Lykes Insurance, Inc. on behalf of PAUL J. SIERRA CONSTRUCTION, INC.

to run a Motor Vehicle Report on my driver's license as necessary.

Driver's License #: \_\_\_\_\_

State Licensed: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_  
Driver's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company President or HR Director

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Per underwriting guidelines, this driver is:

Approved to drive company vehicles

NOT Approved to drive company vehicles

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Signed (Authorized Representative-Lykes Insurance, Inc.

Date