MANPOWER PROFESSIONAL

Employment Application

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Applicants in Hawaii: S			RECT HIRE				L			

EMPLOYMENT HISTORY

TO BE COMPLETED BY EMPLOYEE/APPLICANT

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COMPLE	TE THE APPROPRIATE QUESTION BELOW:	
	Answering YES to this question will not necessarily keep you from being employed by Man If you need additional writing space, please ask the Staffing Specialist for paper.	power
Applicants ir	CALIFORNIA go to (Part 2), HAWAII go to (Part 3), ILLINOIS go to (Part 4), or MASSACHU). Applicants in ALL OTHER STATES continue with (Part 1).	JSETTS
PART 1	HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME? If YES , please list <u>ALL</u> adult convictions, including felony and misdemeanor convictions. Include date, city, and state for each conviction. Do not include minor traffic violations.	□ YES □ NO
PART 2	APPLICANTS IN CALIFORNIA: HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME? If yes, please provide the date of the conviction, the crime of which you were convicted and the sentence you received. In responding to this question, do not include crimes for which you were arrested but not convicted, and do not make reference to your participation (if any) in a pre-trial or post-trial diversion program. In addition, do not include any information regarding convictions for marijuana-related offenses where those convictions occurred more than two years ago.	□ YES □ NO
PART 3	APPLICANTS IN HAWAII: SKIP THIS SECTION.	
PART 4	APPLICANTS IN ILLINOIS: HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR OFFENSE? If yes, please give details regarding each and every offense. Please note that you are not obligated to disclose sealed or expunged records of conviction or arrest.	□ YES □ NO
PART 5	 APPLICANTS IN MASSACHUSETTS: HAVE YOU EVER BEEN CONVICTED OF A CRIMINAL OFFENSE? (See definitions and notes below) "CRIMINAL OFFENSE" does not include a first conviction for drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace. Also, "CRIMINAL OFFENSE" does not include misdemeanor convictions where the date of the conviction or completion of any resulting incarceration (whichever date is later) occurred five or more years before the date of this application. Please note that if you have a sealed record on file with the commissioner of probation, you may answer "no record" in response to this question with respect to any such sealed records. Also, please note that you may answer "no record" with respect to any adjudications relating to cases of delinquency or as a child in need of services that did not result in a transfer to the superior court for criminal prosecution. Please provide the date of the conviction, the crime of which you were convicted, and the sentence you received. 	□ YES □ NO

EMPLOYMENT AGREEMENT

Authorization to Contact References. I authorize Manpower Professional[®] to ask the persons or companies listed as references on the Application any questions concerning me, my work habits, skills, or my conduct on the job, unless I have indicated on the application that I do not want the reference to be contacted.

Employment-at-will. I agree that if I am employed by Manpower Professional, now or at any time in the future, my employment may be terminated by Manpower Professional at any time without liability to me for wages or salary except for such wages or salary which I earned prior to the date of my termination. I understand that my employment with Manpower Professional is at-will and that my assignment and/or employment can be terminated for any reason with or without cause and with or without notice.

Release of Liability for Background Information. I hereby release all persons or entities listed on my application from all liability for damages for giving any background information to Manpower Professional or its authorized agents. This release also extends to persons or entities having information about me that is relevant to any position for which I am considered. I also release Manpower Professional from any liability for sharing such information with relevant parties including, but not limited to, branch offices, subsidiaries, or Manpower Professional customers.

Consent for Physical Examination if Injured. I agree that if, at any time, I make claims against Manpower Professional for personal injuries, including but not limited to, workers compensation claims, I will upon written request submit to an examination by a physician of Manpower Professional's choice, at Manpower Professional's expense, as often as may be requested.

Sharing Information with Customer. Manpower Professional's customers may, on occasion, require information contained in any document associated with my employment with Manpower Professional. I grant Manpower Professional permission to provide this information to a Manpower Professional customer. This permission shall not apply to medical records or other records to which the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA) apply.

Deduction for Payments Made in Error. In the event Manpower Professional pays me any money in error, I hereby give Manpower Professional permission to deduct payments from any compensation due and owing me in repayment, as permitted under state law. If a state law requires specific permission at the time the deduction is made, I agree to provide the necessary permission for payroll deductions.

Temporary Assignments Dependent on Customer Need. The completion of Manpower Professional's application process shall constitute a conditional offer of employment subject to an acceptable background check, a drug screen if required by a customer, my availability, and the availability of customer assignments calling for the skills and qualifications which I possess. I understand that completion of the application process does not guarantee that an assignment will be offered to me and that the availability of an assignment through Manpower Professional is subject to customer needs.

<u>Availability Policy.</u> Within 48 hours of completion of each temporary assignment for Manpower Professional, I shall notify Manpower Professional by telephone that I have completed my assignment. I understand that if I do not contact Manpower Professional, Manpower Professional will consider me unavailable for work and may place me on inactive status. I also understand that further assignments may not be offered unless I contact Manpower Professional by telephone on a weekly basis and state that I am available for unter assignments. In addition, if a claim for unemployment benefits is filed, the failure to contact Manpower Professional may affect my benefit eligibility.

<u>Confidentiality</u>. I have been advised and agree that all information that I have access to while on assignment through Manpower Professional is considered the property of Manpower Professional's customer, whether or not such information is actually considered a trade secret under applicable law. I hereby agree to keep all customer information confidential, and I will not disclose any information to any person except those persons expressly authorized by Manpower Professional or Manpower Professional's customer. I also agree to return all information and property to Manpower Professional or its customer at the conclusion of my assignment or upon request.

Assignment of Intellectual Property Rights. Any and all discoveries, inventions (including but not limited to improvements or modifications) or literary or other works relating to the work I perform while on my assignment or suggested by matters disclosed in conjunction with my assignment, whether or not patentable, copyrightable or otherwise subject to registration or protection which are made or conceived by me, solely or jointly with others, are works made for hire and shall be the property of Manpower Professional's

customer or its designee ("the Customer.") I hereby agree to promptly provide the Customer with a complete written disclosure of each invention, discovery, literary or other work and I further agree to sign necessary documents and give the Customer all other reasonable assistance necessary to perfect and maintain whatever rights the Customer deem appropriate, without charge to the Customer but without expense to myself. I understand and agree that the foregoing provisions benefit the Customer and that the Customer shall have every right and remedy to enforce the terms of this Agreement.

Notwithstanding the foregoing, this section shall not apply to an invention for which no equipment, supplies, facility or trade secret information of the Customer was used and which was developed entirely on my own time, unless (a) the invention relates (i) to the business of Manpower Professional or its customer or (ii) to Manpower Professional's or its customer's actual or demonstrably anticipated research or development or (b) the invention results from any work performed by me for the Customer.

Approval of Work. In the event that I have or receive a professional license, certification or degree during the term of employment hereunder, I agree not to provide final approval on any work product or project and not to sign or affix my professional seal, license, or certification to any documents, drawings, specifications, or other instruments on behalf of Manpower Professional Professional, the Customer, or a third party. If asked to do so, I agree to contact Manpower Professional immediately.

Waiver of Manpower Professional Customer Benefits. In consideration of a temporary assignment with a customer through Manpower Professional, I agree that I am solely an employee of Manpower Professional for any benefits plan purposes and that I am eligible only for such benefits as Manpower Professional may offer to its employees. I further acknowledge and agree that I am not entitled to benefits under any plans or programs offered by a Manpower Professional customer (or its parents, affiliates, subsidiaries, or successors), regardless of the length of my assignment to a customer through Manpower Professional, and regardless of whether I am held to be a common-law employee of a customer for any purpose. Therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have now or in the future, to any such benefit, including but not limited to, 401(k) and other savings plans, stock purchase, pension, deferred compensation, travel reimbursement, severance, flexible benefits, life insurance, short-term and long-term disability plans, and I hereby waive my rights to receive any such benefits.

Authorization to Transfer Records. I authorize Manpower Professional to transfer my employment records between offices, whether branch or franchise owned, based on my request, my relocation, or another business factor.

Information True and Correct. I hereby certify that the information provided in the application is true and correct. I understand that my employment may be terminated immediately upon discovery that any information is false.

I hereby certify that I have read the terms of this Employment Agreement, I understand them, and I hereby agree to these terms.

SIGNATURE

(Please ensure completion of the back page.)

DATE

FIRST

Online Application

LAST NAME