



Icon Professional Services

Tel: (650) 378-4150 • Fax: (650) 378-4157
1065 E. Hillsdale Blvd #300 • Foster City CA 94404

APPLICATION FOR EMPLOYMENT

****Icon Payrolled Contractor****

Icon does not discriminate in employment on the grounds of sex, age, race, color, religion, marital status, national origin ancestry, disability, sexual orientation or veteran status.

Note to Rhode Island Applicants: Icon is subject to Chapters 29-38 of Title 28 of the General Laws of Rhode Island, and is therefore covered by the state's workers' compensation law.

PERSONAL INFORMATION

Last Name First Name MI

Address Apt.# City State Zip

(_____)_____-_____
Telephone Message Phone Email:

Other Names Under Which You Have Worked:

Are You Over 18 Years of Age? () Yes () No Position:

Type of Employment: () Full-Time Hours () Part-Time Hours () Project Based () Other

What Prompted Your Application to Icon?

Have You Applied Previously for Employment with us? () No () Yes If Yes, When?

Can You, After Employment Begins, Submit Verification of Your Identity and Legal Right to Work in the U.S.?
() Yes () No

Emergency Contact Person:

Name _____ Phone Number () _____

Please note that a "Yes" answer to any of the following questions will not necessarily disqualify you from employment. Factors such as the age and time of the offense, seriousness and nature of the violation, and rehabilitation will be considered when making any employment decisions.



ICon Professional Services

Tel: (650) 378-4150 • Fax: (650) 378-4157
1065 E. Hillsdale Blvd #300 • Foster City CA 94404

Have you ever been convicted of a crime? **Do not include convictions that were sealed or expunged pursuant to a court order. NOTE: Before answering this question regarding criminal convictions please refer to the instructions below if you reside or are applying for a position in California, Connecticut, District of Columbia, Georgia, Hawaii, Massachusetts or Washington.**

Yes_____ No _____ Please explain any “Yes” answer. Use additional paper if necessary.

Are you currently awaiting trial for any criminal offense?

Yes_____ No _____ Please explain any “Yes” answer. Use additional paper if necessary.

Have you ever initiated an act of violence in the workplace?

Yes_____ No _____ Please explain any “Yes” answer. Use additional paper if necessary.

INSTRUCTIONS FOR ANSWERING CRIMINAL CONVICTION INQUIRY

California Applicants: Do not identify convictions under California Health & Safety Code §§11357(b) or (c), 11360(b) (formerly subdivision (c) of section 11360), 11364, 11365, or 11550 related to marijuana offenses that occurred two or more years before the instant application. Also, do not identify any conviction for which the record has been judicially ordered sealed, expunged or statutorily eradicated, or any misdemeanor conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed.

Connecticut Applicants: Applicants are 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 of the Connecticut General Statutes. Criminal records subject to erasure under these sections are records pertaining to a finding of delinquency or the fact 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 nolle (not prosecuted), a criminal charge for which the person was found not guilty, or a conviction for which the offender received an absolute pardon. Any person whose criminal records have been erased pursuant to these sections is deemed to have never been arrested within the meaning of the law as it applies to the particular proceedings that have been erased, and may so swear under oath.

District of Columbia: Do not identify convictions that are more than ten (10) years old.

Georgia Applicants: Do not identify any guilty plea that was discharged by the court under Georgia’s First Offender Act.

Hawaii Applicants: Do not answer this question at this time. You will only have to answer this question if you receive a conditional offer of employment. At that time you will be asked whether you have been convicted of a crime within the past ten (10) years.



ICon Professional Services

Tel: (650) 378-4150 • Fax: (650) 378-4157
1065 E. Hillsdale Blvd #300 • Foster City CA 94404

Massachusetts Applicants: An applicant for employment with a sealed record on file with the Commissioner of Probation may answer “no record” with respect to an inquiry herein relative to prior arrests, criminal court appearances, or convictions. In addition, 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. Massachusetts applicants should not disclose information regarding first-time misdemeanor convictions for drunkenness, simple assault, speeding, minor traffic violations, affray or disturbance of the peace. Finally, Massachusetts applicants should not disclose convictions for other misdemeanors where the date of conviction or the end of any period of incarceration was more than five years ago unless there have been subsequent convictions within those five years.

Washington: Do not identify any conviction that is more than ten (10) years old at the time of making this application

Please attach a summary of your work history and education or attach a resume.

CERTIFICATION AND AUTHORIZATION

Initial: _____ I certify that all of the information furnished on this application and during the application process is true, complete and correct to the best of my knowledge. I understand that any misrepresentation or omission of facts called for may result in refusal to hire or, if hired, may result in my dismissal at any time regardless of when the false answer or omissions are discovered.

Initial: _____ I recognize that this employment application is not an offer of employment. I agree that if I am hired by ICon, I will be an at-will employee, meaning that either ICon or I may end the employment relationship at any time with or without cause or notice. I understand that only the President of ICon, and no manager, supervisor, or representative of ICon has authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the at-will employment relationship, and with respect to the President, any such agreements must be in writing.

Initial: _____ I further understand and agree that, except for employment-at-will status, if hired my wages, hours, working conditions, job assignment(s), and compensation rate(s) will be subject to change by ICon.

Initial: _____ I understand that if I am offered employment, I may be required to sign a non-solicitation and non-disclosure agreement, as a condition of the employment.

Initial: _____ I understand that ICon may share the information contained in this application with other ICon employees for employment and administrative purposes and hereby consent to such transfer and disclosure.

Initial: _____ I hereby authorize ICon to conduct any necessary investigation regarding my background as it relates to the position I am seeking and to the extent permitted by federal, state, and local law. I agree to complete the requisite authorization forms for the background investigation. I hereby release all parties from any liability in connection with the provision and use of such information.

Initial: _____ I agree to submit to legally permissible drug testing upon an offer of employment from ICon and prior to starting work. I agree that, when testing is required, any offer of employment is contingent upon my receiving a negative test result.

Initial: _____ I understand and expressly agree that if employed by ICon, storage areas provided for me (locker, desk, etc.) are open to investigation by the company for which I am providing services (“Client Company”) without prior notice to me.

Initial: _____ I agree to undergo a pre-employment physical examination consistent with federal and state law – if asked to do so.



Icon Professional Services

Tel: (650) 378-4150 • Fax: (650) 378-4157
1065 E. Hillsdale Blvd #300 • Foster City CA 94404

- Initial: _____ I authorize a thorough investigation of all the information contained on this application including but not limited to my prior employment, conviction history and educational background. I agree to cooperate in such an investigation. Also, I hereby release from all liability and responsibility, all persons or corporations requesting or supplying such information.
- Initial: _____ I understand that if I am hired and I drive during work hours, I do so at my own risk and liability. I hereby acknowledge that I am responsible for maintaining my own automobile insurance coverage in the course of performing my job. I further verify that I have my own automobile insurance to cover personal injury and property damage in the event of an automobile accident.
- Initial: _____ ICon is concerned about the environment our employees work in and does not tolerate sexual harassment. As an ICon employee, I agree that if I am subject to unsolicited, unwelcome sexual advances, sexually suggestive conduct or offensive conduct, either physical, written or verbal from Client Company's management, employee(s), contractors, agents, clients or co-workers I will submit a detailed written complaint to Client Company's Human Resource Department, ICon's local or corporate representative and management within twenty-four (24) hours of the occurrence.
- Initial: _____ If I am employed by ICon, I will conduct myself in a professional manner at all times, and will abide by the rules of conduct of the Client Company to which I provide service. If I am employed by ICon, I further acknowledge and understand that I will not be entitled to participate in any of the employee benefit programs offered by the Client Company including, but not limited to, any pension or retirement plans, 401K, profit sharing, stock option, stock purchase, bonus or incentive compensation plans, any life or health insurance plans, any vacation, holiday, sick leave or other paid time off; and any separation payment plans. I also acknowledge that I am an employee of ICon and not an employee of the Client Company.
- Initial: _____ I agree to submit each of my timecards/payment requests within thirty (30) days of the relevant week ending date (Sunday).
- Initial: _____ I agree that, if within one year of payment, I discover a discrepancy in payment distribution from ICon, or receive a notification from ICon of such a discrepancy, that I will provide documentation to substantiate accurate payment amounts within three (3) business days of notification. If such discrepancy results in an overpayment from ICon for any reason, I will refund the total amount of the overpayment to ICon in no more than three (3) business days of notification. Should payment discrepancy have resulted in an underpayment to me, ICon will distribute total deficient amount in full in no more than three (3) business days.
- Initial: _____ I agree not to disclose, use, copy, reverse engineer or retain any confidential business information or trade secrets belonging to ICon or ICon's clients, including suppliers, employees, clients, contractors and subcontractors thereof. I agree to treat any and all company property, property belonging to fellow employees, or any other third party with care and respect. I agree upon termination, whether voluntarily or involuntarily, I will return all Client Company property that was issued or assigned to me for use in performing the functions of my duties. I further agree to abide by all provisions of the California Confidentiality Medical Information Act (California Civil Code Section 56.05 et. seq.) and the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as referenced in the Agreement between ICon and the Client Company for which I am providing service.
- Initial: _____ I agree that any claim or controversy arising out of either this application or my employment, should I be hired, shall be resolved through binding arbitration under the rules of the American Arbitration Association, held in San Francisco, California, with each party to bear its own costs and attorneys fees. The arbitration procedure applies to claims brought by me against ICon or by ICon against me. I agree that any claim arising out of or relating to the application process, including, without limitation, a claim alleging unlawful discrimination and/or harassment, and any claim arising out of or relating to my employment or its termination (if I am offered and accept employment), including, without limitation, a claim of unfair business practices, unlawful employment discrimination, harassment, wrongful demotion and/or wrongful termination, will be presented to a neutral arbitrator for final and binding decision in



Icon Professional Services

Tel: (650) 378-4150 • Fax: (650) 378-4157
1065 E. Hillsdale Blvd #300 • Foster City CA 94404

accordance with procedures adopted by ICon. These procedures do not prevent me from filing a claim or charge with the Equal Employment Opportunity Commission or National Labor Relations Board. Nor do these procedures prevent me from making a claim for workers' compensation benefits or unemployment insurance. I understand and agree that I may review ICon's arbitration procedures before submitting this application for employment by making a written request for a copy of those procedures from ICon.

THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO CIVIL COURT ACTIONS FOR A CLAIM SUBJECT TO ARBITRATION. ONLY THE ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE

Initial: _____ **Massachusetts' Applicants:** I understand that 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.

Initial: _____ **Maryland Applicants:** I UNDERSTAND THAT UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND, AS A CONDITION OF EMPLOYMENT, PROSPECTIVE EMPLOYMENT OR CONTINUED EMPLOYMENT, THAT ANY 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.

My signature below certifies that I agree to be bound by the terms and conditions stated in this application, which contains all the understandings between ICon and me concerning the topics addressed herein, and supersedes any prior inconsistent understandings between ICon and me on such issues.

Signature of Applicant/Payrolled Contractor: _____

Date: _____