



Last Name		First Name	M.I.	SSN
Address		City	State	Zip Code
Phone	Birthdate		Email	

Gender ☐ M ☐ F Ethnicity: ☐ Caucasian ☐ African American ☐ Latino ☐ Asian ☐ Native American ☐ Other ☐

Date \_\_\_\_\_

Hire Date	Job Description	State	W/C Code
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**PAY RATE METHOD:** Hourly \_\_\_\_ Salary \_\_\_\_ **PAY CYCLE:** Weekly **FULL TIME** or **PART TIME**

**AMOUNT:** \_\_\_\_\_

I. **APPLICANT ACKNOWLEDGEMENT** - I the undersigned applicant, acknowledge by my signature that I have been informed that if accepted as an employee of OLM, either company or I can terminate our relationship at any time, as I will be an at-will employee. I also agree to comply with any drug/alcohol policy, which OLM has or may adopt. I specifically agree to post-accident drug/alcohol testing after every work injury regardless of whether I am able to give consent at the time. This document is my authority to post-accident drug/alcohol testing in all instances. OLM is in agreement with the Federal Government that marijuana is a controlled substance and will not recognize medicinal marijuana as a legitimate prescription. A positive test result for marijuana will be treated the same as any other positive test result, even if employee has a medical marijuana prescription. I acknowledge that I am required to promptly report all incidents of discrimination, harassment, or retaliation, regardless of the offenders identity or position, to OLM. I further acknowledge that OLM is responsible for investigating my complaint and taking appropriate action, if any is determined to be necessary, to end or remediate the discrimination or retaliation.

II. **SAFE WORKING PRACTICES ACKNOWLEDGEMENT**

1. I agree to follow all safety requirements, procedures and practices, including but not limited to those imposed or recommended by: OSHA, any government entity, and OLM
2. I agree to report any work related accident, or injury to my supervisor with OLM as it occurs, without exceptions
3. If I need treatment for a work-related injury, I agree to:
  - a. Notify my supervisor with OLM of the need for treatment.
  - b. Only go to OLM directed Physicians for the initial treatment.
  - c. On the initial visit, hand carry a Medical Authorization for Treatment form the authorized treating facility.
  - d. Notify OLM or OLMs Workers Compensation carrier's directed specialists for care.

I understand that failure on my part, to follow the above procedures, could result in disciplinary action, not to exclude termination. I agree to inform OLM of any safety violations I encounter in the workplace. I also understand that according the Section 440.09(4) of the Florida Workers; Compensation Law, my compensation benefits could be reduced for an injury, which occurs because a failure to follow established safety protocol and procedures. I understand that if I do not report my accident to OLM within 30 days, my claim may be denied for lack of notice.

III. **ACKNOWLEDGEMENT OF ALCOHOL AND DRUG POLICY** - OLM has recognized that drug and alcohol abuse is a social problem, as well as a problem on the job site. We believe the abuse of alcohol and use of illegal drugs endangers the health and safety of the abuser(s) as well as others in the immediate area. OLM is committed to maintaining a Post Accident / Reasonable Suspicion Procedure without jeopardizing the job security of valued but troubled employees, provided they seek help. Complying with this procedure, as a condition of employment, requires an employee to refrain from reporting to work or working with the presence of illegal drugs or alcohol in his/her body. This prohibition includes the possession, use, of sale of illegal drugs and the abuse of alcohol. Company sponsored events or social activities, at which alcoholic beverages are served and consumed, will not be considered alcohol abuse just because alcohol is served. Employees who are on the job site or at company sponsored events, under the influence of alcohol or illegal drugs are violating this policy and may be terminated. To maintain a safer and more rewarding place to work, it is important that we work together when dealing with a substance abuse problem.

IV. **ARBITRATION AGREEMENT** - Please read this carefully. It describes how employment disputes, if any, will be handled if they cannot be resolved internally. By accepting employment you are agreeing to the terms of this arbitration agreement "Agreement". In consideration of your employment and other good and valuable consideration, including but not limited to the promises herein and the compensation and benefits paid to you, the receipt and sufficiency of which is acknowledged by the parties, the parties agree to the following terms of this Agreement.

1. "OLM Entities" includes OLMs past, present and future present entities (direct or indirect), subsidiaries (direct or indirect), affiliates, legal successors, predecessors, assigns, businesses, investors, as well as the owners, directors, officers, managers, members, shareholders, principals, employees and agents of same.
2. Any dispute or claim of any kind or nature between you and OLM, any of the applicable OLM entities, arising out of, related to, or in connection with any aspect of your employment or its termination,

including but not limited to claims of breach of contract, negligence, torts, unpaid wages or other wage payment compensation-related claims, discrimination, harassment or retaliation in violation of Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 § U.S.C. 1981, the Age Discrimination in Employment Act of 1967, the American with Disabilities Act of 1990, the Family Medical Leave Act of 1993, the Fair Labor Standards Act, the Fair Credit Reporting Act, or any other Federal, state or local law will be settled by final and binding arbitration conducted by a single, neutral arbitrator. **In agreeing to arbitrate claims, you and OLM, the OLM entities, agree to waive the right to have covered disputes decided by a judge or jury.** The Agreement applies to all disputes or claims that arose before and/or after the Agreement went into effect.

3. Claims for state employment insurance benefits (i.e. unemployment compensation, workers' compensation), and any other claims that, by law, cannot be required to be resolved by binding arbitration are not covered, and thus are not subject to arbitration. In addition, this Agreement does not prevent you from filing charges with, or participating in investigations conducted by, government agencies with oversight over employment laws, including but not limited to the National Labor Relations Board and the US Employment Equal Opportunity Commission. To the extent that a benefit plan specifies that a claim under the benefit plan be arbitrated under the benefits arbitration plan's arbitration process and/or procedures, then that arbitration process and/or procedures shall apply to the benefit claim.

4. The arbitration administered by the American Arbitration Association (AAA) under its Employment Arbitration Rules and Mediation Procedures (including the Optional Rules for Emergency Measures Protection), except as otherwise provided in the Agreement. These rules are available on the AAA's website located at: <https://www.adr.org>.

5. Arbitration must be initiated by filing a written arbitration demand stating description of the claim(s) and the remedy sought at any office of the AAA within the time limit established by the applicable substantive law's statute of limitations.

6. Arbitration will take place in the metropolitan area where you are or were last employed, unless prohibited by applicable law. The parties may agree to another location for arbitration.

7. If OLM, or the OLM entities file an arbitration claim, it will pay all arbitration fees and other forum costs charged by AAA. If you file an arbitration claim, you will pay an arbitration filing fee of \$200 when the claim is filed. OLM and OLM entities will pay for the remainder of the arbitration filing fees and all other arbitration forum costs charged by AAA. However, if it is determined by AAA that it would be an undue hardship on you to pay your \$200 portion of the filing fee, then OLM and OLM entities, will pay that amount.

8. Upon finding that a party has sustained its burden of persuasion in establishing a violation of applicable law, the arbitrator shall have the same power and authority as could a court to grant any relief, including costs and attorney's fees, in conformance with applicable principles of federal or state decisions and statutory law. The arbitrator shall issue an award in writing and state the essential findings and conclusions on which the award is based. Judgement on the award issued by the arbitrator may be entered in any court having jurisdiction.

9. The arbitrator has no authority to consolidate claims by different persons into one proceeding, nor shall the arbitrator have the power to hear and arbitration as a group, class or collective action (group, class or collective action includes an arbitration or lawsuit where representative members of a group who claim to share a common interest seek group, class or collective relief).

10. If a party files a lawsuit in court to resolve claims subject to arbitration, the parties agree that the court shall dismiss the lawsuit and require that the claims be resolved through arbitration as provided herein.

**11. Class or collective action waiver - by entering into this agreement you and OLM, OLM entities, waive the right to commence or be party to any group, class or collective action claim (other than representative actions, separately addressed in paragraph 12 below) in arbitration or any other forum arising out of, related to, or in connection with any aspect of your employment and separation. The parties agree that any claim by or against you or OLM, the OLM entities, will be heard on an individual basis without consolidation of such claims with any other person or entity's claim. This provision is not applicable to the extent such waiver is prohibited**

by the law of the state in which you work. If this provision does not apply, the group, class or collective action claim must be litigated in a civil court of competent jurisdiction.

**12. Representative action waiver** - by entering into this agreement you and OLM, OLM entities waive the right to commence or be party to any representative action claim in arbitration of any other forum arising out of, related to, or in connection with any aspect of your employment and separation. The parties agree that any claim with any other person's or entity's claim, including participating as a named aggrieved employee plaintiff or as an aggrieved employee member of a representative action. This provision is not applicable to the extent such waiver is prohibited by the law of the state in which you work. If this provision does not apply, the representative action claim must be litigated in civil court of competent jurisdiction.

**13.** Any party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered, or the controversy is otherwise resolved. Any party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the controversy. While it is the intent of the parties that this Agreement be fully enforced, to the extent any judicial action is required in aid of this Agreement, the parties agree that any such action will be brought exclusively in the United States District Court for the district in which you are or were last employed.

**14.** The parties expressly acknowledge and agree that this Agreement involves interstate commerce and the interpretation and enforcement of the arbitration provisions herein will be governed by the provisions of the Federal Arbitration Act, 9 USC § 1 et seq., to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

**15.** New employees must sign this Agreement as a condition of employment.

**16.** If for any reason the provisions of this Agreement requiring arbitration of disputes are found to be invalid, unenforceable or void, then to the fullest extent allowed by applicable law, you and OLM, OLM entities, expressly agree to waive any right to seek demand a jury trial and agree to have any dispute decided solely by a judge of the court.

**17.** Nothing in this Agreement modifies the at will nature of your employment which can be terminated at any time, with or without cause.

**18.** This Agreement may be modified, in whole or in part, or terminated by OLM only after an OLM representative provides 14 days' written notice of the modification or termination. The Agreement in effect at the time claim is filed by a party will govern the process by which the claim is determined.

**19.** This Agreement represents the entire Agreement and understanding between you and OLM, and/or OLM Entities, regarding the subject matter covered herein. This Agreement supersedes all prior understandings and agreements between the parties on the covered subject matter.

**OLM**

**By: Audra Clemons**

**Its: Corporate Officer and Director of Human Resources**

I have read, or had read to me, and understand the I. APPLICANT ACKNOWLEDGEMENT, II. SAFE WORKING PRACTICES AND ACKNOWLEDGEMENT, III. ACKNOWLEDGEMENT OF THE POST-ACCIDENT/ REASONABLE SUSPICION PROTOCOL, IV. ACKNOWLEDGEMENT OF ALCOHOL AND DRUG POLICY, and V. ARBITRATION AGREEMENT.

**AGREED and ACCEPTED as of (date):** \_\_\_\_\_

**(Applicant's Printed Name):** \_\_\_\_\_

**(Applicant's Signature):** \_\_\_\_\_

## DEDUCTION AUTHORIZATION FORM

Employee name: \_\_\_\_\_

SSN: \_\_\_\_\_

### **BENEFITS DEDUCTIONS**

Type of Deduction (circle): Health / Dental / 401-k / Roth / Simple IRA

Deduction Company's Name: \_\_\_\_\_

Amount of percentage per pay period (and pre-taxed or post taxed): \_\_\_\_\_

### **\*CHILD SUPPORT DEDUCTIONS**

I have child support deductions (circle): YES or NO      Initials: \_\_\_\_\_

If YES, please provide the: State of Order, Case #, Address for Distribution, & Amount per Pay Period.

1. State of Order: \_\_\_\_\_
2. Case #: \_\_\_\_\_
3. Address for Distribution: \_\_\_\_\_
4. Amount per Pay Period: \_\_\_\_\_

\* Child Support Order(s) MUST be provided and attached to application.

### **PAYROLL DEDUCTIONS**

**MEALS** can be deducted from applicant's weekly paycheck.

Initials: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

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

Employer Signature: \_\_\_\_\_

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

## DIRECT DEPOSIT AUTHORIZATION FORM

Employee name: \_\_\_\_\_ SSN: \_\_\_\_\_

Please check one.

YES \_\_\_\_\_ NO \_\_\_\_\_ ,

I want my weekly paycheck directly deposited into my: CHECKING \_\_\_\_\_ SAVINGS \_\_\_\_\_ account.

If YES:

NAME OF BANKING FACILITY: \_\_\_\_\_

ROUTING NUMBER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

**PLEASE READ AND SIGN BEFORE SUBMITTING: There is a \$4.00 per paycheck fee for electing to have this service. If selected, this fee will be deducted from your weekly paycheck.** Funds transferred by electronic transmission normally post to an account i two to three business days after payroll is processed. Employee remains responsible for verifying that the funds are deposited, clear, and are available prior to writing checks or debiting account. Also, please allow one additional business day for direct deposits to be processed during a holiday.

I grant my employer the right to correct any electronic funds transfer, resulting from an erroneous overpayment, by debiting my account to the extent of such overpayment.

Please allow up to two weeks for initial setup, any changes, or any cancellations to take effect.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_