



# All TEMPorary

1400 Coleman Ave., Suite H12, Santa Clara CA 95050  
Telephone (408) 436-8333 \* Fax (408) 436 8355  
www.alltemporary1.com

Notice to applicant. We are an equal opportunity employer and do not discriminate on the basis of an applicant's race, color, religion, sex, national origin, citizenship, age, physical or mental disability or any other characteristic.

## Personal Information (Please Print)

Name (Last Name First): \_\_\_\_\_ Social Security#: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

Present Address: \_\_\_\_\_ Cell# ( ) \_\_\_\_\_

\_\_\_\_\_ Home# ( ) \_\_\_\_\_

Previous Address: \_\_\_\_\_ MSSG# ( ) \_\_\_\_\_

\_\_\_\_\_ Email \_\_\_\_\_

U.S citizen?  Yes  No If not a U.S. citizen, authorization to work?  Yes  No

Are you 18 years or older?  Yes  No

## Desired Employment

Position: \_\_\_\_\_ Date you can start: \_\_\_\_\_ Salary: \$ \_\_\_\_\_

Available Days & Hours:  M/F  Sat/Sun  Day  Swing  Grave

Are you employed now?  Yes  No If so, when? \_\_\_\_\_

Ever applied to our agency before?  Yes  No If so, when? \_\_\_\_\_

Ever worked for our agency?  Yes  No If so, when? \_\_\_\_\_

Referred by:  Walk-in  Other placement agency  Newspaper  Friend  Company

Other \_\_\_\_\_

Will you be unable to work in the next?  6 months?  1 year?  18 months?  2 years?

Are you a student?  Yes  No

Where? \_\_\_\_\_

Date of graduation? \_\_\_\_\_ Studies? \_\_\_\_\_

Do you have reliable transportation?  Yes  No

## Education/Training

<u>Level</u>	<u>Name/Location</u>	<u># of years attended</u>	<u>Graduate</u>	<u>Subject</u>
High School:	_____	_____	_____	_____
College:	_____	_____	_____	_____
Trade, Business:	_____	_____	_____	_____
Military (rank, duties, etc.):	_____	_____	_____	_____

**Work Experience (Please Print)**

Name of present or past employer: \_\_\_\_\_ Phone # (    ) \_\_\_\_\_

Present Address: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_

Description of work: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

Name of present or past employer: \_\_\_\_\_ Phone # (    ) \_\_\_\_\_

Present Address: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_

Description of work: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

Name of present or past employer: \_\_\_\_\_ Phone # (    ) \_\_\_\_\_

Present Address: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_

Description of work: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

Name of present or past employer: \_\_\_\_\_ Phone # (    ) \_\_\_\_\_

Present Address: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_

Description of work: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

Have you been convicted of a felony within the last 7 years?  Yes  No

If YES, explain: (will not necessarily exclude you from consideration)


**AUTHORIZATION:**

“I certify that the facts contained in this application are true and complete to the best of my knowledge and understand that, if employed, falsified statements in this application shall be grounds dismissal.”

“I authorize investigation of all statements contained herein and the references and employers listed above to give you any and all information concerning my pervious employment and any pertinent information they may have, personal otherwise, and release the company from all liability for any damage that may result from utilization of such information.”

“I also understand and agree that no representative of the company has the authority to enter any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing, unless it is in writing and signed by an authorized company representative.”

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

DATE

***\*Preparer and/or Translator. To be signed if prepared by a person other than the applicant***

\_\_\_\_\_

SIGNATURE OF PREPARER/TRANSLATOR

\_\_\_\_\_

DATE

\_\_\_\_\_

PRINT NAME

## **PROPRIETARY INFORMATION AND PATENT ASSIGNMENT PROVISIONS**

**\*\*Based upon employment with Abreau & Associates, Inc., and A&A, Inc., All Temporary\*\***

Abreau & Associates, Inc., and A&A, Inc., All Temporary is principally engaged in design, development, and production work for Client Companies on a contract basis. The Client Companies require Abreau & Associates Inc., and A&A, Inc., All Temporary to have an appropriate agreement with its employees which will enable the Client Companies to disclose to Abreau & Associates Inc., and A&A, Inc., All Temporary and its employee's information pertaining the Client Companies past, present, and future research and development activities, with adequate protection for the Client.

\*You agree not to disclose to any person not authorized by Abreau & Associates Inc., and A&A, Inc., All Temporary and/or the Client Companies to receive any information pertaining to All and/or the Client Companies affairs and particularly its inventions and engineering developments disclosed to or acquired by you during the term of this assignment. Upon termination of your employment, you will return to Abreau & Associates Inc., and A&A, Inc., All Temporary and/or Client Companies all drawings, blueprints, descriptions or other material which embody such confidential information delivered to or acquired by you during the term of this assignment.

\*You will promptly disclose and assign Abreau & Associates Inc., and A&A, Inc., All Temporary and/or the client Companies do hereby assign to Abreau & Associates Inc., and A&A, Inc., All Temporary and/or the Client Companies, its successors or assigns, or its nominees, any inventions, improvements, designs, ideas or suggestions, whether patentable or not, made or conceived by you, either solely or jointly with Abreau & Associates Inc., and A&A, Inc., All Temporary and/or Client Company's employees or copyrightable material composed by you in work done under this agreement.

\*Inventions, improvements, designs, ideas or suggestions and copyrightable material set forth above shall become and remain the property Abreau & Associates Inc., and A&A, Inc., All Temporary and/or the Client Companies whether or not patent application or copyright registration is filed on such inventions or such copyright materials, and you agree that upon request and the expense of Abreau & Associates Inc., and A&A, Inc., All Temporary and/or the Client Companies, cause patent application or copyright registrations to be made thereon through solicitors designed by Abreau & Associates Inc., and A&A, Inc., All Temporary and/or Client Companies for the United States and any foreign countries selected by Abreau & Associates Inc., and A&A, Inc., All Temporary and/or Client Companies. You will forthwith assign all such applications and registration to Abreau & Associates Inc., and A&A, Inc., All Temporary and/or Client Companies its successors and assigns, or nominees and you will give Abreau & Associates Inc., and A&A, Inc., All Temporary and/or the Client Companies and its solicitors all reasonable assistance in connection with the preparation of any such patent applications and cause to be executed all papers Abreau & Associates Inc., and A&A, Inc., All Temporary or Client Companies consider necessary to protect their rights as herein provided.

\*Pursuant to section 2870 of California Labor Code, this assignment does not apply to an invention that you developed on your own time without using Abreau & Associates Inc., and A&A, Inc., All Temporary and/or Client Company's equipment, supplies, facilities, or trade secret information, except for those inventions that either:

A) Relate at the time of conception reduction to practice of the invention to Abreau & Associates Inc., and A&A, Inc., All Temporary or Client Company's business, or actual demonstrably anticipated research or development of Abreau & Associates Inc., and A&A, Inc., All Temporary or Client Companies.

B) Result from any work performed by you for Abreau & Associates Inc., and A&A, Inc., All Temporary or Client Companies.

\*You agree during the period of employment by Abreau & Associates Inc., and A&A, Inc., All Temporary not to engage in any conflicting employment without the express written consent of Abreau & Associates Inc., and A&A, Inc., All Temporary.

This agreement will remain full force and effect after your termination of employment with A&A, All Temporary.

\*You represent that performance of all the terms of this agreement and the duties as an employee of the company does not and will not breach any agreement to keep in confidence any trade secrets or confidential information acquired by you prior to employment by Abreau & Associates Inc., and A&A, Inc., All Temporary. You will not enter into any agreement, either written or oral, which conflicts with this provision. You authorize Abreau & Associates Inc., and A&A, Inc., All Temporary to make known the terms of this agreement and your responsibility here under to any person or organization.

---

SIGNATURE

---

DATE

**WELCOME TO**

**ABREAU & ASSOCIATES INC., AND A&A, INC., ALL TEMPORARY**

As our employee, you have joined a professional firm dedicated to assisting you in achieving better employment opportunities our program is designed to meet each individual employee’s career potential.

**EMPLOYMENT CONTRACT**

I understand that if I am assigned to a temporary contract through Abreau & Associates Inc., or A&A, Inc., All Temporary that I am subject and agree to the following.

**INITIALS**

- \_\_\_\_\_ That I will abide by the rules and duties of each contracted establishment.
- \_\_\_\_\_ That I am responsible to be aware of the position, start time, pay, and period of assignment before the first day of work
- \_\_\_\_\_ Acknowledge that discussing rate of pay is grounds for immediate dismissal.
- \_\_\_\_\_ That I agree to notify “Abreau & Associates Inc., or A&A, Inc., All Temporary” if my position changes.
- \_\_\_\_\_ That I will not make operate a company vehicle without written consent of “Abreau & Associates Inc., or A&A, Inc., All Temporary”, (excluding forklifts).
- \_\_\_\_\_ That I will not make any binding contract on the behalf of “Abreau & Associates Inc., or A&A, Inc., All Temporary”, whether oral or written, without consent.
- \_\_\_\_\_ That I will complete an “Abreau & Associates Inc., or A&A, Inc., All Temporary” timecard and be responsible for its timely arrival on Mondays by 5 pm, (unless otherwise specified in a separate contract).
- \_\_\_\_\_ That I have been given, read, and understand “Abreau & Associates Inc., or A&A Inc., All Temporary’s”  
**HIPP: \_\_\_\_\_, IPP \_\_\_\_\_, and Safety Video: \_\_\_\_\_, Date: \_\_\_\_\_**
- \_\_\_\_\_ I understand submitting falsified time cards for payment is a crime.
- \_\_\_\_\_ That paydays are Fridays of the following week worked – NO EXCEPTIONS
- \_\_\_\_\_ Please circle one of the following: Mail Check      Pick up check      Direct deposit check
- \_\_\_\_\_ If you circled “Mailed Check”, you acknowledge that there is no guaranteed date of delivery. Unfortunately, once the checks are released into the Federal Postal System, Abreau & Associates Inc., or A&A, Inc., All Temporary is no longer liable for when you receive it.
- \_\_\_\_\_ I acknowledge that there is a 4 day waiting for your check to come before it is reissued.
- \_\_\_\_\_ To notify “Abreau & Associates Inc., or A&A, Inc., All Temporary” with any change of address or phone number.
- \_\_\_\_\_ I will have to work at least a minimum of 60 consecutive days on a full time/ part time basis to be offered the benefits package. (Holiday & Medical)
- \_\_\_\_\_ To read (if employed) over the “Abreau & Associates Inc., or A&A, Inc., All Temporary” Job Safety/ Illness prevention program.
- \_\_\_\_\_ That I am responsible to receive, read, and understand “Abreau & Associates Inc., or A&A, Inc., All Temporary’s” hire packet.

\_\_\_\_\_ That all offers of employment are conditional on the provision of satisfactory proof of an applicant's identity and legal authority to work in the U.S.

\_\_\_\_\_ In the event your employment is terminated , and you contend that such termination was wrongful or otherwise in violation of your rights or privileges relating to your employment, whether such rights or privileges are expressed or implied, whether founded in fact or in law, or any other rights or privileges, or was in violation of any expressed or implied condition, term, or covenant, whether founded in law or in fact, including but, not limited to covenant of good faith and fair dealing, or otherwise in violation of law, you and Abreau & Associates Inc., or A&A, Inc., All Temporary agree to submit any such matter to binding arbitration pursuant to the provisions of title 9 of part III of the California Code of Civil procedure, commencing at Section 1280, et seq., or any successor replacement statute. Any demand for arbitration must be raised in writing and submitted to the other party within six (6) months of the date of termination. Failure to provide a written demand for arbitration within said six (6) months shall result in waiver if the party's claim and/ or claims. You and Abreau & Associates Inc., or A&A, Inc., All Temporary further expressly agree that in any such arbitration, the exclusive remedy which may be awarded by the arbitrator(s) shall be limited to back pay owing up to and including the date of arbitration award becomes final, and you agree that you shall not be entitled to any remedy at law or in equity; including but not limited to general damages, punitive damages, and/ or injunction relief. Nothing contained herein however, shall limit the right of employee to enforce the provisions of Article 1 of Chapter 1 of Division 2 of the California Labor Code Sections 200-240, inclusive for the collection of due and unpaid wages.

\_\_\_\_\_ You consent and agree that for any violation of any of the provisions for this agreement a restraining order and injunction may be issued against you, in addition to any other rights Abreau & Associates Inc., or A&A, Inc., All Temporary and/ or Abreau & Associates Inc., or A&A, Inc., All Temporary Client(s), may have.

\_\_\_\_\_ Invalidity of any term or terms of this agreement shall not invalidate or otherwise affect any other term or terms of this agreement, which later term or terms shall remain in full force and effect. This agreement shall be governed by the laws of the State of California.

\_\_\_\_\_ Abreau & Associates Inc., or A&A, Inc., All Temporary is committed to providing a work environment that is free of discrimination. In keeping with this commitment, Abreau & Associates Inc., or A&A, Inc., All Temporary maintains a strict policy prohibiting unlawful harassment. Our complete policy is provided as part of the information in your hire packet, and is made part of this agreement.

\_\_\_\_\_ This agreement and any addendums contain all the understanding and agreements between the parties and you acknowledge that no person, other than the President or Vice-President of the Company may modify, delete, vary or contradict, whether orally or in writing, the terms and conditions set forth herein. Any modification or waiver of this agreement must be expressly made by the parties in writing.

\_\_\_\_\_  
Employee Name (Print)

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

\_\_\_\_\_  
DATE

\*Upon employment by Abreau & Associates Inc., or A&A, Inc., All Temporary\*

Abreau & Associates Inc., or A&A, Inc., All Temporary, is an equal opportunity employer and do not discriminate on the basis of an applicant's or employee's race, color, religion, sex, national origin, citizenship, age, physical or mental disability or any other characteristic.

## EMERGENCY CONTACT

Your Name	Date
Your Address	Your Social Security #
(        ) _____	
Your Telephone	

Emergency Contact Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address

(        ) \_\_\_\_\_

Telephone

\_\_\_\_\_

Relationship

---

## TERMINATION OF AGREEMENT

I agree that my employment and compensation can be terminated at will, with or without notice at any time, either at my option or at the option of the Company. I understand that no employee or representative of the Company, other than its President or Vice-President, had the authority to enter into any agreement for further employment for any specific period of time, or to make any agreement contrary to the foregoing. Further, the President or Vice-President of the Company may not alter the at-will nature of the employment relationship unless he or she and I both sign a written agreement that clearly and expressly specifies the intent to do so. I agree that this shall constitute a final and fully binding integrated agreement with respect to the at-will nature of my employment relationship and that there are no oral agreement regarding this issue.

PRINT NAME	SIGNATURE
	Date