



EMPLOYEE APPLICATION PACKAGE

This package contains the following documents:

Employment Application
Accidents and Injuries Procedures
Substance Abuse Policy
Drug and/or Alcohol Testing Consent Form
Form I-9
Form W-4

Completion of this Employment Application Package is mandatory. All documents must be filled out completely and signed by you prior to your employment with Stellar Staffing, Inc., (hereinafter referred to as Stellar Staffing). You will be considered for employment without regard to race, color, religion, sex, national origin or age. The Age Discrimination in Employment Act of 1967 prohibits discrimination on the basis of age with respect to individuals who are at least 40 but less than 65 years old. Stellar Staffing is an equal opportunity employer.

Signature of employee on Employment Application verifies that he/she has received a copy of (1) Stellar Staffing's Substance Abuse Policy (2) Stellar Staffing's Accidents and Injuries Policy; is responsible for fully understanding them, and agrees to adhere to these policies incorporated herein and made a part of the application process. (Note: If you have not yet received a company policy, refer to your direct employer/client company.)

Upon completion of the forms in this package, return the Employment Application, Drug and/or Alcohol Testing Consent form, I-9, and W-4 forms, along with a copy of your Driver's License or Picture ID Card and Social Security Card to our office at PO Box 157, Colmesneil, Texas 75938. You may retain all other forms for your records. If you have any questions please give us a call at (409) 837-2738.

Please do not edit or make additions to these documents.

Any fraudulent information provided on this application will be cause for rescinding any and all WC benefits.

Stellar Staffing, Inc.

I, _____, acknowledge that I have read and received this Employee Application Package.
(Employee's printed name here)

(Employee signature here)



EMPLOYMENT APPLICATION

This application is not an offer of employment; offers of employment will be made without specific duration unless indicated otherwise, in writing.

Applicant's Name (Please Print): _____
(Last) (First) (Middle)

Address: _____

City: _____

State: _____

Zip: _____ Telephone #: _____ Emergency Telephone: _____

Social Security # _____ Date of Birth: ____/____/____ Sex: ___Male ___Female

Job Description: _____

Employer/Client _____ Supervisor _____ Pay Rate _____

One or more of the following by an employee constitutes a voluntary quit connected with employment, and therefore employee may be denied unemployment benefits:

- ❖ *Failure to report to work when assigned.*
- ❖ *Failure to accept a work assignment based on location.*
- ❖ *Stellar Staffing's receipt of an unemployment claim from you is notice of voluntary quit.*
- ❖ *Failure to comply with a lawful directive of Stellar Staffing or its representatives.*
- ❖ *Failure to report for reassignment.*

MEDICAL AUTHORIZATION

I authorize full access to copies of medical records, radiology reports, drug/alcohol screenings, and documents of any kind relating to my past or present injury/illness, to Stellar Staffing. I hereby agree to release this information and hold all such medical providers harmless from the release of this information as set forth in this authorization.

Signature _____ Date _____





ACCIDENTS AND INJURIES PROCEDURES

The following procedures must be followed for all work related injuries:

1. All accidents and injuries must be reported to your foreman or supervisor, even if no medical attention is required. The injured employee must complete a Report of Employee Injury/Accident, whether or not medical attention is required. It will be placed in the employee's medical file for future reference in case of problems.
2. In addition, a Supervisor's Report of Accident must also be completed, regardless of whether medical attention is required. The supervisor, i.e. the person employee reports to on assignment, must complete a report while the employee completes the Report of Employee Injury/Accident. Both reports must be faxed to your direct employer and then faxed to Stellar Staffing at (409) 837-2930.
3. If the injury requires medical attention and is not an emergency situation, the supervisor is to call the corporate office before the injured employee is brought to a medical facility. In the case of an emergency, have the supervisor call and report which medical facility the injured employee is being transported to. Stellar Staffing will need to authorize treatment, arrange for proper billing, and determine that the facility follows proper procedures.
4. If an employee must be off on disability, he/she must notify their corporate office supervisor. If the injured employee is off for over 30 days, the employee must contact Stellar Staffing at least once a week to advise of their status. Upon receiving a release to return to work, employee must call the office to report availability.
5. Anytime an employee is on light duty, the doctor's restriction must be followed. The employee may return to regular duties only when released in writing by the doctor. It is the employee's responsibility to tell the doctor that the company has all types of light duty work.
6. A drug screen is required for all injuries. In accordance with the state law, a positive result relieves the employer from responsibility for any medical costs. Refusal to submit to a drug or alcohol test may be cause for immediate dismissal, or can be considered a "voluntary quit."

I understand and agree to abide by the above accident procedures. I understand that any payments to me or anyone else for expenses in connection with my accident and resulting injury is not an admission of liability on the part of the company.



SUBSTANCE ABUSE POLICY

It is the purpose of Stellar Staffing, Inc. (the Company) to help provide a safe and drug-free work environment for our clients and our employees. With this goal in mind, and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of Stellar Staffing, Inc.

The Company explicitly prohibits:

- ❖ The use, possession, solicitation for, or sale of prohibited substances: (narcotics or other illegal drugs, alcohol, other substance prohibited by state or federal law or regulation, or prescription medication without a prescription) on Company, Client or customer premises or while performing an assignment.
- ❖ Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company, Client or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- ❖ Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company, Client or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- ❖ The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the Company, Client, or its customer, or while on company business.

Each employee is responsible for promptly reporting to the appropriate supervisor, employer and/or employers, any use of prescribed medication, which may affect the employee's judgment, performance, or behavior.

The Company will conduct drug testing under any of the following circumstances:

- ❖ All persons applying for a position with the Company may be required to submit to a drug test as a condition of employment.
- ❖ **RANDOM TESTING:** Employees may be selected at random for drug testing at any interval determined by the Company.
- ❖ **FOR CAUSE TESTING:** The Company may ask an employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- ❖ **POST ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved" in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the accident or injury event in any way.



TESTING PROCEDURES:

Drug testing requires that the employee submit a urine sample for laboratory analysis to detect drugs. Testing for alcohol use requires a blood sample. In addition, any other accepted and reasonable testing method may be used for alcohol or drug testing. Testing will be conducted by a laboratory or medical facility designated by the Company. The Company shall not be responsible for, and makes no representations or warranties on behalf of, the laboratory or medical facility conducting the drug test. All costs for testing shall be paid by the Company. Refusal to submit to a drug or alcohol test may be cause for immediate dismissal, or can be considered a “voluntary quit.”

POSTIVE RESULTS

If a test result is Positive, it shall be verified by an alternate method of testing using only the initial lab sample. Any positive test result shall be reported directly to the applicant/employee. If the applicant/employee believes the test result is inaccurate, he/she shall have an immediate opportunity to fully and fairly explain why he/she believes the test result is inaccurate.

If the applicant or employee refuses to contest the test results, or if the Company finds the applicant/employee’s explanation was unsatisfactory, the initial test result will be deemed conclusive.

If an applicant’s positive test result is deemed conclusive, the Company shall refuse the applicant employment. If an employee’s positive test result is deemed conclusive, the employee shall be subject to disciplinary action, up to and including termination of employment. This will also apply if the employee is tested for drugs or alcohol use outside of the employment context and the results indicate a violation of this policy. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

In the event that an employee is convicted under any criminal drug statute for a violation occurring during the course and scope of employment, it is the employee’s responsibility to notify the Company within five (5) days of the conviction. This requirement includes any finding of guilt, guilty plea, plea of no contest or imposition of sentence or any other penalty whatsoever by any court of competent jurisdiction or otherwise in connection with any state or federal criminal statute involving the manufacture, distribution, dispensation, use or possession of any controlled substance or drug, including alcohol;

TREATMENT POLICY: The Company encourages all employees needing treatment to voluntarily participate in any available drug assistance and or treatment programs.

TREATMENT PROGRAMS: The Company may provide an employee a list of available drug counseling, rehabilitation and/or assistance programs. The Company makes no representations or warranties, express or implied, about the kind or quality of services offered by the entities or individuals contained in the list of available drug treatment programs.

SEARCHES: The Company may require that employees cooperate with personal or facility searches when there is reason to believe drugs or alcohol are present, when their performance is impaired or when their behavior is erratic. Refusing to cooperate with these procedures may be cause for immediate dismissal, or can be considered a “voluntary quit.”



EMPLOYEE AGREEMENT AND CONSENT TO DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of Stellar Staffing, Inc. (the Company), to submit to a drug or alcohol test and to furnish a sample of my urine, breath, hair, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the Company and/or its company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Company and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the Company to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I will hold harmless the Company, its company physician, and any testing laboratory the Company might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a Company or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the Company, its company physician, and any testing laboratory the Company might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT THE COMPANY WILL REQUIRE A DRUG SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT.

Signature of Employee

Date

Employee's Name - Printed

Company Representative

Date