



EMPLOYMENT APPLICATION

Rev. 05/13

“There’s No Diner Finer, Than Big City Diner!”

PLEASE READ CAREFULLY! Thank you for your interest in employment with Big City Diner Restaurants. Please **completely** fill out the **entire** application being sure **not to leave anything blank!** All applications **MUST BE** completed in **BLACK INK!**

APPLICATION INFORMATION

Today’s Date:	Location Applying For: (Check Applicable) <input type="checkbox"/> Any Location <input type="checkbox"/> Kailua <input type="checkbox"/> Ward <input type="checkbox"/> Waipio <input type="checkbox"/> Windward Mall <input type="checkbox"/> Kaimuki <input type="checkbox"/> Pearlridge <input type="checkbox"/> Corporate <input type="checkbox"/> Other
Date Available For Employment:	
Position Applying For: (Check Applicable) <input type="checkbox"/> Corporate Management <input type="checkbox"/> Other: _____ <input type="checkbox"/> Asst. Kitchen Manager/Sous Chef <input type="checkbox"/> Line Cook <input type="checkbox"/> Human Resources <input type="checkbox"/> District/ Area Management <input type="checkbox"/> Server <input type="checkbox"/> Prep Cook <input type="checkbox"/> Accounting <input type="checkbox"/> General Manager <input type="checkbox"/> Server Asst. (Host/Bus/Expediter) <input type="checkbox"/> Pantry <input type="checkbox"/> Sales <input type="checkbox"/> Restaurant Manager (Asst. Manager) <input type="checkbox"/> Bartender <input type="checkbox"/> Dishwasher <input type="checkbox"/> Marketing <input type="checkbox"/> Kitchen Manager/ Chef <input type="checkbox"/> Banquets & Catering <input type="checkbox"/> Banquet Cook	
What led you to employment with Big City Diner?	
How did you hear about employment opportunities? <input type="checkbox"/> Newspaper Ad <input type="checkbox"/> CareerBuilder.com <input type="checkbox"/> Radio _____ <input type="checkbox"/> TV _____ <input type="checkbox"/> Facebook <input type="checkbox"/> Twitter <input type="checkbox"/> MySpace <input type="checkbox"/> Ad at Restaurant <input type="checkbox"/> Other: _____	Have you ever been employed by Big City Diner in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, please specify dates of employment? At what location? Who was your supervisor?

GENERAL INFORMATION

Last Name:	First Name:	MI:
Physical Address:		Home Phone: ()
City:	State:	Zip Code:
Permanent Mailing Address:		Cell Phone: ()
City:	State:	Zip Code:
		Other Phone: ()
		Email:

If hired, can you provide proof of eligibility to work in the United States? Yes No

AVAILABILITY

Time to Time	Mon	Tue	Wed	Thurs	Fri	Sat	Sun	Total Hours Available For Work Per Week? _____ <i>Actual Hours Are at The Discretion Of Big City Diner.</i>	
From									
To									
Are You Seeking Seasonal Employment? <input type="checkbox"/> Yes <input type="checkbox"/> No			Apart from religious observances, are you available to work all days, including weekends and holidays? <input type="checkbox"/> Yes <input type="checkbox"/> No					ACKNOWLEDGEMENT: I understand that all employees of Big City Diner must be able to work any shift on any given day, including weekends & holidays at any location unless governed by law. Applicants Initials: _____	
Will you be off island anytime within the year? <input type="checkbox"/> Yes <input type="checkbox"/> No									

EMPLOYMENT HISTORY

THIS SECTION MUST BE COMPLETED even though you attach a resume. **START** with your most **RECENT** employer and list all previous employers. Include self-employment, military service, summer and part-time jobs. Please account for employment of the past 10 years or at least your last three jobs. If you have worked under another name or alias, **please specify. DO NOT PUT "SEE RESUME"**, though you may attach one.

Employer Name:	Dates Employed: Start _____ End _____
Address: City/State/Zip:	Average Hours Worked Per Week: (ex. 40hrs per week) Start _____ End _____
Supervisor Name & Title: Phone (Please specify area code): ()	Pay Rate: Start _____ End _____
Position & Duties:	Reason For Leaving:

Employer Name:	Dates Employed: Start _____ End _____
Address: City/State/Zip:	Average Hours Worked Per Week: (ex. 40hrs per week) Start _____ End _____
Supervisor Name & Title: Phone (Please specify area code): ()	Pay Rate: Start _____ End _____
Position & Duties:	Reason For Leaving:

Employer Name:	Dates Employed: Start _____ End _____
Address: City/State/Zip:	Average Hours Worked Per Week: (ex. 40hrs per week) Start _____ End _____
Supervisor Name & Title: Phone (Please specify area code): ()	Pay Rate: Start _____ End _____
Position & Duties:	Reason For Leaving:

ACKNOWLEDGEMENT: With my initials affixed here, I hereby authorize and grant Big City Diner and their representatives to contact my present employer. **APPLICANTS INITIALS** _____

EDUCATION

High School Name & Location: No. of Years: _____	<input type="checkbox"/> Graduated GPA _____ <input type="checkbox"/> GED
College/University Name & Location: No. of Years: _____	<input type="checkbox"/> Graduated GPA _____ <input type="checkbox"/> Other: _____
Technical School Name & Location: No. of Years: _____	<input type="checkbox"/> Graduated GPA _____ <input type="checkbox"/> Other: _____
Any other school, courses, seminars or special training that you would like for us to consider.	

PERSONAL REFERENCES

Please list at least (3) three personal references. **DO NOT** list any relatives or anyone that resides in the same household.

Full Name: Address:	Occupation: Phone:	Years Known:
Full Name: Address:	Occupation: Phone:	Years Known:
Full Name: Address:	Occupation: Phone:	Years Known:

MISCELLANEOUS

Do you know anyone currently employed by Big City Diner? If yes, what is their name?	<input type="checkbox"/> Yes <input type="checkbox"/> No What location do they work?
Are you able to perform the essential functions of the position for which you are applying with, or without reasonable accommodation? <input type="checkbox"/> Yes <input type="checkbox"/> No	If employed, do you agree to abide and adhere to all Big City Diner policies, practices and procedures including ALL SAFETY rules? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are you willing to provide a CLEAN and valid Driver Abstract upon being hired? <input type="checkbox"/> Yes <input type="checkbox"/> No	

APPLICANT NOTICES, ACKNOWLEDGEMENTS AND SIGNATURE

Please read the following paragraphs and statements carefully ensuring that you understand them **BEFORE** you affix your signature to this application.

TRAINING AND SAFETY REQUIREMENT

I understand that Big City Diner- ETAL is committed to providing all employees and guests with a positive and safe working environment. Though there is never a guarantee that no accidents will occur, Big City Diner makes safety a priority and it is ultimately the responsibility of each employee and individual to protect their safety and personal welfare. Therefore, I understand that if offered employment with Big City Diner I will be **REQUIRED** to be available during all shifts and for **MANDATORY** training classes, orientations and meetings throughout the course of employment.

I further understand that if offered a position, I will be available during all shifts and hours for at least the first **(2) two weeks to (30) thirty-days** as required for the position, if hired. I understand that this is regardless of any availability I may have included on this application or elsewhere. I understand that it will be my responsibility to make the necessary arrangements.

Applicant Signature _____

DRUG & ALCOHOL FREE WORKPLACE

I understand that Big City Diner promotes and is committed to a drug-free workplace. Further, I understand that because of this commitment, Big City Diner does utilize a **drug & alcohol-testing** program. If I am extended an offer of employment with Big City Diner, I understand that I may be required to submit to and pass a drug and/or alcohol test for the abuse of illegal substances prior to being hired. It is also understood and agreed that once hired as a condition of employment with the company, employees are **required** to undergo further drug testing through its Drug Free Workplace Policy including but not limited to: periodic, reasonable cause, post-accident and random. Any employee who **refuses** to submit to such test and/or to authorize the release of test results are considered to have tested "positive" and shall be subject to disciplinary action, including **immediate termination**.

Applicant Initials _____

EQUAL EMPLOYMENT OPPORTUNITY

I understand that in accordance with applicable laws governing Equal Employment Opportunity, Big City Diner prohibits the discrimination of any applicant, employee, vendor or customer. For this reason, discrimination against anyone based on his or her race, color, religion, sex, age, national origin, disability, veteran or other protected status, as defined by law is strictly prohibited.

Applicant Initials _____

IMMIGRATION CONTROL AND REFORM ACT OF 1986

I understand that Big City Diner is **required** to comply with the Immigration Control and Reform Act of 1986 (“ICRA”) and to verify and employ only those individuals that are legally authorized to work in the United States. The employee, regardless of national origin, **must present original documents** to verify employment eligibility and complete the Employee Section of the **required Form I-9** as governed by Federal Law. It is further understood and agreed that any employee who does not demonstrate their compliance with ICRA, will be subject to **immediate termination**.

Applicant Initials _____

BACKGROUND AND CREDIT CHECK

I certify that to the best of my knowledge that the statements made by me in this application are true and correct without omission of any kind. I further understand that any false information I give when applying for employment, whether in this application or otherwise, may result in disciplinary action including termination of employment regardless of when discovered. I hereby, give authorization to Big City Diner, its managers, employees and vendors to conduct a background, employment, reference, credit check and/or investigation, along with an investigation of my statements made in this application or throughout the course of employment if hired, except for any information about disability and medical conditions or treatment, which is protected under the Americans with Disabilities Act. I understand that all information obtained will be held in confidence to the most reasonable extent possible. I understand that in conducting checks and investigations now and through the course of employment if hired, it may be required that Big City Diner provide the information contained on this application to outside vendors for the completion of such checks and investigations.

Applicant Signature _____

Date _____

EMPLOYMENT AT-WILL

I understand and agree that no question or statement contained within this application is intended or is to be construed as an offer of employment nor is it a Contract or Agreement of Employment. I understand that any all Contracts or Agreements of Employment must be in writing and signed by both the President and Owner and the Director of Human Resources.

I further understand and agree that if employed by Big City Diner, that my employment relationship is “AT-WILL” and can be terminated at any time either by myself or the Company, with or without cause or reason and with or without notice. Applicant Initials _____

ACKNOWLEDGEMENT AND SIGNATURE

I, certify that the information provided by me on this application is true and correct to the best of my knowledge. Further, I understand and agree that I have read and understand the statements acknowledged.

Applicant Signature _____

Date _____

EMPLOYEE RIGHTS & RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: For incapacity due to pregnancy, prenatal medical care or child birth; To care for the employee’s child after birth, or placement for adoption or foster care; To care for the employee’s spouse, son or daughter, or parent who has a serious health condition; or, For a serious health condition that makes the employee unable to perform the employee’s job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer’s normal paid leave policies.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees’ rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.