

## New Employee Checklist

**Must Get The Following Signed and Completed from New Employee:**

1. \_\_\_\_\_ Employee Packet, All Documents
2. \_\_\_\_\_ W-4 Forms (Missouri + Federal; 2 Total)
3. \_\_\_\_\_ Copy of Driver's License
4. \_\_\_\_\_ Direct Deposit Form
5. \_\_\_\_\_ Background Check Ran and Results Uploaded to Employee Folder?

**Confirm the Following Has Been Setup and Ready for New Employee:**

1. \_\_\_\_\_ Company Email
2. \_\_\_\_\_ List of Phone #'s for Company Provided?
3. \_\_\_\_\_ Company Shirts Provided? If yes, quantity \_\_\_\_\_.
4. \_\_\_\_\_ Company Badge Ordered?

Signature of Hiring Manager: \_\_\_\_\_

**Employment Application**

For Employment with  
MoArk Disposal

**PERSONAL INFORMATION:**

\_\_\_\_\_  
Name (Last, First, MI)

\_\_\_\_\_  
Address (Street, City, State, Zip)

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Work or Alternate Phone

\_\_\_\_\_  
Social disposal #

\_\_\_\_\_  
Drivers License/State

\_\_\_\_\_  
D.O.B

\_\_\_\_\_  
Email Address

**EMPLOYMENT:**

\_\_\_\_\_  
Position Applying for

\_\_\_\_\_  
Referred By

\_\_\_\_\_  
Date Available for Work

\_\_\_\_\_  
Desired Hours

\_\_\_\_\_  
Desired Salary

\_\_\_\_\_  
Past Employer

\_\_\_\_\_  
Position

\_\_\_\_\_  
Salary

\_\_\_\_\_  
\_\_\_\_\_  
On the above lines, please list past duties performed, supervisor and phone number

\_\_\_\_\_  
Past Employer

\_\_\_\_\_  
Position

\_\_\_\_\_  
Salary

\_\_\_\_\_  
\_\_\_\_\_  
On the above lines, please list past duties performed, supervisor and phone number

\_\_\_\_\_  
Past Employer

\_\_\_\_\_  
Position

\_\_\_\_\_  
Salary

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On the above lines, please list past duties performed, supervisor and phone number

**EDUCATION**

\_\_\_\_\_  
High School Name                      City and State Located                      Graduate? Yes/No; If Yes, Year

\_\_\_\_\_  
College Name                              City and State Located                      Graduate? Yes/No; If Yes, Year

\_\_\_\_\_  
Trade School Name                      City and State Located                      Graduate? Yes/No; If Yes, Year

**PERSONAL REFERENCES**

\_\_\_\_\_  
Name, Address, Phone, Relation (relative, friend, employer, co-worker, etc)

\_\_\_\_\_  
Name, Address, Phone, Relation (relative, friend, employer, co-worker, etc)

\_\_\_\_\_  
Name, Address, Phone, Relation (relative, friend, employer, co-worker, etc)

**ADDITIONAL INFORMATION**

Please list any special certificates or qualifications that you have that pertain to this position.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Employment Application

### Additional Information

Have you ever been employed with this company before?  Yes  No

If Yes, when? \_\_\_\_\_  
\_\_\_\_\_

Do you have any friends or relatives employed by this company?  Yes  No

If Yes, please provide their names and relationship to you: \_\_\_\_\_  
\_\_\_\_\_

Are you currently employed?  Yes  No

May we contact your employer?  Yes  No

Are you currently on "lay off" status and subject to recall?  Yes  No

If you are under 18 years of age, can you provide proof of your eligibility to work?  Yes  No

If hired, can you provide proof of U.S. citizenship or proof of your legal right to work in the U.S.?  Yes  No

Are you able to perform all of the essential functions of the job for which you are applying with or without reasonable accommodation?  Yes  No

\_\_\_\_\_  
\_\_\_\_\_

If hired, are there any accommodations the company would need to provide so that you can perform all those essential functions and duties of the position being applied for? If Yes, please explain:  Yes  No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If driving is a requirement of the position applied for, have you in the last 7 years been convicted of Driving Under the Influence ("DUI")?  Yes  No  
 N/A

If hired, do you have a reliable means of transportation to and from work?  Yes  No

If hired, would you be able to travel or work overtime as needed?  Yes  No

## Employment Application

*Please read each statement closely and initial each acknowledging your understanding.*

\_\_\_\_\_ **Equal Employment Opportunity Statement**

This Company is committed to the principles of equal employment opportunity and is committed to make employment decisions based on merit. We are committed to complying with all Federal, State and local laws providing for equal employment opportunities, as well as all laws related to terms and conditions of employment. The Company desires to maintain a work environment that is free of sexual harassment and discrimination due to race, religion, color, national origin, physical or mental disability, age or any other status protected by Federal, State or local laws. The Company will make reasonable efforts to accommodate those physical or mental limitations of an otherwise qualified employee unless undue hardship would result for the Company.

\_\_\_\_\_ **Discrimination and Sexual Harassment Policy Statement**

This Company will not tolerate any form of unlawful discrimination, including sexual harassment. Any employee who engages in unlawful discrimination or sexual harassment will be subject to appropriate discipline, up to and including termination. Prohibited sexual harassment is defined as follows: Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made whether explicitly or implicitly a term or condition of an individual's employment; (2) Submission to or action of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

\_\_\_\_\_ **Disclosure to Applicants Concerning Drug/Alcohol Testing**

If you are offered a position with the Company, you may be given a drug/alcohol test as a condition of employment. Your refusal to timely submit to a drug/alcohol test or your failure to pass such a test means you will not be employed by this company. Neither the collector of specimens nor the medical professional who reviews the test results will be a company employee. The test results will be kept confidential. The individual undergoing testing will not be directly observed while providing the specimen unless there are reasonable grounds to believe the individual may alter or substitute the specimen. Negative test results are required as a condition of employment.

\_\_\_\_\_ **Complete and Accurate Information**

I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the answers given by me are true and correct to the best of my knowledge. I further certify that I have personally completed this application. I understand that any omission or misstatement of material fact on this application, or any other document used to secure employment, shall be grounds for rejection of this application or for immediate discharge if I am employed, regardless of the time elapsed before discovery.

**At-Will Employment**

\_\_\_\_\_ I understand and agree that if I am employed, my employment will be “at-will”, which means that the Company may terminate the employment relationship at any time, with or without cause and with or without notice. Likewise, the Company will respect my right to terminate my employment at any time, with or without cause and with or without notice. I further understand that any prior representation, whether expressed or implied to the contrary is hereby superseded and that no promise or representation contrary to the foregoing is binding on the Company unless made in writing and signed by the Company’s president.

**Testing Authorization**

\_\_\_\_\_ If offered a position with the Company, I hereby agree to any legally permitted physical, psychological, skill, drug or medical test required by the Company as a condition of employment.

**Investigation Authorization**

\_\_\_\_\_ I authorize investigation into all statements and references contained in this application. Said investigation may include credit, driving, criminal background, references and other background checks. By applying for this job, I also authorize post-hire investigation into my credit, driving and criminal background.

**Company Obligation**

\_\_\_\_\_ I understand and agree that the Company’s acceptance of this job application does not mean that a position for which I am qualified is open (unless specifically posted) or that the company has agreed to hire me. I understand that the Company is under no obligation to hire me as the result of accepting this completed application.

**Employee Handbook**

\_\_\_\_\_ I confirm and agree that the Company has provided me with an up-to-date copy of the Employee Handbook. I have read and understand the company policies and have no objections or issues with these written policies. I understand that if I fail to follow any of the company policies I am subject to termination from the company.

**I HAVE READ AND UNDERSTAND THE ABOVE POLICY STATEMENTS AND  
AGREE TO BE BOUND BY THEM IF EMPLOYED BY THE COMPANY.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**MoArk Disposal  
Drivers License / Car Insurance**

All employees will provide a copy of a current State driver's license upon hire, and upon license renewal. As a condition to continued employment, if an employee does not have a current State license, employee must obtain said license within 30 days of hire date or expiration of a previously valid State license.

All employees will provide a copy of a current vehicle insurance policy upon hire, and upon insurance renewal. As a condition to continued employment, if an employee does not have current vehicle insurance, employee must obtain said insurance within 15 days of hire date or expiration of a previously valid policy.

### Agreement Not to Compete or to Divulge Confidential Information

This Agreement Not to Compete or to Divulge Confidential Information (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_ by and between MoArk Disposal and \_\_\_\_\_ (Employee).

It is agreed between the parties as follows:

MoArk Disposal (“MAD”) has maintained and continues to maintain and use commercially valuable proprietary information which is vital to the success of MAD’s business, including, by way of illustration and without limitations, the names and addresses of the customers of MAD and the marketing needs, habits, and strategies of each of the customers of MAD. MAD employs the employee in a capacity in which he or she will become acquainted with all or part of this information. In order to guard the legitimate interest of MAD with this information, it is necessary for MAD to protect this information by holding it confidential;

Therefore, the employee agrees he or she will not during or after termination of the employee’s employment with MAD, disclose any of such confidential information to any person or firm, corporation, association, or other entity for any reason or purpose whatsoever, except to authorized representatives of MAD and its affiliated entities. In the event of a breach or threatened breach by the employee of the provisions of this agreement, MAD shall be entitled to an injunction restraining the employee from disclosing, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting MAD from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the employee.

The employee further agrees that at all times during the term of his or her employment hereunder and for a period of twelve months after termination of his or her employment hereunder, howsoever brought about, he or she will not, within 100 miles of MAD’s office in Shell Knob Missouri as principal, agent, trustee, or through an agency, engage in any business relating to home disposal or any other business engaged in by MAD; participate directly or indirectly, personally or as the agent or employee of another, in the ownership, management operation or control of any business similar to the type of business conducted by MAD; and shall not be an officer, director employee of any corporation other than MAD or a corporation affiliated with MAD, or a member or employee of any partnership, or an owner or employee of any other business which conducts a similar business with 100 miles of MAD’s offices in Shell Knob. In the event that the provisions of this section should ever be deemed to exceed the time, geographic or occupational limitations permitted by the applicable laws, then such provisions shall be reformed to the maximum time, geographic or occupational limitations permitted by the applicable laws.

The employee agrees that for a period of three years after the termination of this Agreement, he or she will not (1) directly or indirectly induce any customer of MAD to patronize any business similar to that of MAD; (2) canvass, solicit or accept any similar business from any customer of MAD; (3) directly or indirectly request or advise any customers of MAD to withdraw, curtail or cancel such customer’s business with MAD; or (4) directly or indirectly disclose to any other person, firm or corporation, the names or addresses of any customer of MAD.



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The employee agrees that at all times during the term of his or her employment hereunder and for a period of one year after termination of his or her employment hereunder, howsoever brought about, he or she will not:

- A. Offer to any company that provides home disposal products and services within 100 miles of MAD's offices in Shell Knob where such offer entail the employee, as principal, agent, trustee, employee or through an agency, to engage in the business of selling or leasing home disposal products and services, or of managing a corporation which sells or leases home disposal products or services, or any other business engaged in by MAD and
- B. The employee shall not be an officer, director or employee of any corporation (other than MAD or its successors) or a member or employee or any partnership or an owner or employee of any other business, which offers similar services to any user who, maintains a place of business within 100 miles of the current principal places of business of MAD.

In the event of the breach or threatened breach of any provision of this agreement by the employee, MAD shall be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to all other remedies available at law or in equity including the company's right to recover from the employee and all damages that may be sustained as a result of the employee's breach of this agreement.

In addition to any other remedies MAD may have available to it under the terms of this agreement, MAD shall be entitled to recover, by means of an accounting, any profits the employee may have obtained in violation of this agreement. MAD shall be entitled to recover its attorneys' fees and expense in any successful action by MAD to enforce this agreement.

IN WITNESS WHEREOF MAD and the employee have caused this Agreement to be signed as the date first set forth above

MoArk Disposal

BY (Print Name): \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
MoArk Disposal

**MoArk Disposal  
Sexual Harassment Form**

It is the policy of the Company that all employees should be able to work in an environment free from all forms of discrimination including sexual harassment.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature including the prohibited harassment listed below.

Prohibited harassment includes comments, slurs, jokes, innuendos, cartoons, calendars, pranks and physical harassment which is derogatory on the basis of the employee's protected class membership.

Harassment also includes negative actions based upon an employee's participation in activities identified with or promoting the interests of a protected group.

Employees have the right to use a language other than English and adhere to cultural or ethnic customs without being subjected to harassment.

Any employee who is subjected to harassment or intimidation should bring such harassment to the immediate attention of a Manager. If that person is not available, or if the employee is uncomfortable in bringing the harassment to the attention of the Manager for any reason, then the employee should bring the situation to the attention of the President.

In all instances, the complaint and investigation will be handled in a confidential manner, and no employee will be retaliated against in any way for complaining of harassment.

If the investigation indicates that harassment did occur, management shall recommend appropriate disciplinary action, up to and including termination.

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

**MoArk Disposal**  
**MoArk Disposal**

MAD will not tolerate theft of company property. Under the law, company property includes both real and intangible property. Consequently, company property includes, but is not limited to the following:

- Disposal Equipment Supplies
- Office Equipment and Supplies
- Customer lead lists and all marketing materials
- Trade Secrets and proprietary information, including but not limited to strategies, company forms, telemarketing scripts, and companies relationships with customers, and monitoring companies.
- Unauthorized use of Company vehicles, credit cards, gas cards, etc.
- Any tools provided for office, technician, or maintenance use.

While the Company recognizes that the majority of our employees conduct themselves in a professional manner, please be advised that the Company will spare no expense in vigorously prosecuting both criminally and civilly any employee who is caught stealing from the Company.

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

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**MoArk Disposal  
Miscellaneous Company Procedures**

**Re: Dress**

All Employees are required to dress professionally and be presentable. Having a clean appearance to customers is very important to MAD. We do not tolerate sagging, baggy clothes, or anything of that nature.

**Re: Smoking**

Absolutely no smoking is allowed while at any customer job site.  
Absolutely no smoking is allowed while in a Company vehicle.  
Absolutely no smoking is allowed while wearing any article of Company clothing.  
Absolutely no smoking is allowed on MAD property unless in a designated smoking area.  
Violations of these rules are grounds for termination.

**Re: Drug Testing**

Employee acknowledges that the company may, due to the nature of its business, require from time to time that employee participate in drug testing and hereby agrees that if employee refuses mandatory drug testing, the company may terminate employment immediately.

**Re: Rules and Conduct**

On a company-wide basis, the following outlines inappropriate work behavior for all employees. Any of the following violations may result in suspension or termination. Depending on the severity of the violation, there may be cause for dismissal without notice, although in some cases a progressive disciplinary procedure will be implemented, allowing the employee warning or warnings before termination. The violations include, but are not limited to:

- Insubordination
- Violation of safety rules
- Violation of Company non compete / confidentiality policy
- Excessive absenteeism or tardiness
- Failure to adhere to specific work time schedules
- Company equipment damage, loss or misuse
- Use of Company equipment for personal reasons without prior permission
- Falsifying Company records or timecards
- Theft or destruction of Company or customer property
- Working under the influence of illegal substances or alcohol
- Using abusive language
- Violation of Company sexual harassment policy
- Sleeping
- Fighting on the job
- Carrying firearms
- Inappropriate dress

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

**NOTICE**

**TO ALL EMPLOYEES AND SUBCONTRACTORS OF MOARK DISPOSAL:**

**IF YOU ARE INJURED ON THE JOB A DRUG TEST WILL BE MANDATORY.  
FAILURE OF ANY DRUG TEST COULD RESULT IN LOSS OF EMPLOYMENT.**

**ACKNOWLEDEGED BY:**

\_\_\_\_\_  
**Employee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Administration**

\_\_\_\_\_  
**Date**