



**SCELZI Enterprises, Inc.**

# **Notice to Applicant/Employee California Consumer Privacy Act**

Revised October 20, 2020

## **General**

The purpose of this California Consumer Privacy Act (“CCPA”) Privacy Notice (“Privacy Notice”) is to provide you with information on the processing and retention of your personal data in connection with your application and if hired, your employment with SCELZI, INC. (“the Company,” “us”, “we” or “our”).

This Notice applies only to individuals residing in the State of California who are considered “consumers” as defined by the CCPA – in this instance, job applicants, employees, and contractors of the Company. Pursuant to the CCPA, the Company is providing you this Privacy Notice at or before the point we collect your personal information, to inform you about the categories of personal information that we collect and why we collect such information.

“**Personal information**” has the meaning as defined in the CCPA, and includes information that is collected by us about you as part of the application process or in the course of employment for employment related purposes and encompasses any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with you.

**Applicants.** We only ask and collect personal information that we require to enable us to decide whether or not to offer you employment. For example, applicants may provide such personal information in an employment application, resume, and if applicable, a job interview. We may collect additional information as described in this Privacy Notice if the Company provides you with an offer of employment.

**Employees.** Nothing in this policy changes the at-will employment relationship with the Company.

**Modifications.** This Privacy Notice may be subject to modification from time to time, notably in the event of changes to legislation or the introduction of new laws. Any changes will be distributed to you and/or published on our website. We therefore recommend that you check this Privacy Notice regularly.

## Personal Information We May Collect About You

We generally collect the following categories of personal information:

Identifiers, including real name, alias, postal address, unique personal identifiers, email, account name, social security number, driver's license number, passport number or other similar identifiers. In this context, a "unique personal identifier" means a persistent identifier that can be used to recognize you, or a device that is linked to an employee, over time and across different services, including, but not limited to, a device identifier; an Internet Protocol address; cookies, beacons, pixel tags, or similar technology; unique pseudonym, or user alias; telephone numbers, or other forms of persistent or probabilistic identifiers.

Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)): e.g., name, contact information, insurance policy number, education, employment, employment history, financial information, medical information, and health insurance information. Some personal information included in this category may overlap with other categories.

Characteristics of protected classifications under California or federal law, including the following: race, color, national origin, religion (includes religious dress and grooming practices), sex/gender (includes pregnancy, childbirth, breastfeeding and/ or related medical conditions), gender identity, gender expression, sexual orientation, marital status, medical condition (such as genetic characteristics, cancer or a record or history of cancer), disability (such as mental and physical including HIV/AIDS, or cancer), military or veteran status, request for family care leave, request for leave for an employee's own serious health condition, request for pregnancy disability leave, and age. Please refer to the Company's Equal Employment Opportunity policy for an expanded list of protected characteristics.

Professional or employment-related information, including job related data, maintained as part of the employment relationship that is present in: a job application or resume; an employment contract; a contractor agreement; a performance review; a disciplinary record; photos; biometric data, including imagery of your fingerprint, face, and voice recordings; information from employee expenses; browsing and search history; payroll and benefits related data; internal and external contact information; or information captured from video, audio, systems, or other forms of monitoring or surveillance.

Education information, including information about an employee's educational background, such as education records, report cards, and transcripts that is not publicly available.

Inferences, including any information drawn from any of the personal information categories referenced above to create a profile about an employee reflecting the employee's characteristics, psychological trends, preferences, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

Internet or network activity information, including browsing history, search history, application access location and information regarding an employee's interaction with an internet website, application or advertisement, time and geolocation data related to use of an internet website, application, or physical access to the Company's office location(s).

Geolocation data: e.g., IP address.

## How We Collect Your Personal Information

The Company obtains the categories of personal information listed above from the following sources:

- **Directly from you.** For example, we collect the personal information you provide to us in connection with your job application or application for Company benefits. We will also collect the personal information you provide to us throughout the duration of your employment with us.
- **Beneficiaries and dependents.** For example, your beneficiaries and dependents may provide us with your personal information in the course of their receipt of benefits provided or administered by us.
- **Our service providers.** For example, we may collect your personal information from a service provider that conducts background checks for us. We may also receive your personal information from service providers who help us run our business, including payroll, software, and travel management providers.
- **You,** in connection with an application for employer-provided benefits.
- **Benefits administrators.** For example, we may receive personal information about you from the companies that administer the benefits plans offered by the Company.
- **Third parties.** For example, a third-party recruiter may provide your personal information to us in connection with our search for an applicant for a vacant position. We may also receive personal information from your medical provider in connection with an absence from work or other medical need you may have.
- **Automatically.** For example, we may automatically collect personal information from the computers and other devices that you use in the course of being an applicant or employee. We may also collect such personal information from the electronic platforms we provide to you, including email, word processing and "chat" platforms.

## How We May Use Your Personal Information

We may use the categories of your personal information listed above for one or more of the following purposes:

1. **Recruit Employees,** including to conduct employment related background screening and checks.
2. **Administer Benefits,** such as medical, dental, optical, commuter, and retirement benefits, including recording and processing eligibility of dependents, absence and leave monitoring,

insurance and accident management and provision of online total reward information and statements.

- 3. Pay and Reimburse for Expenses**, including salary administration, payroll management, payment of expenses, to administer other compensation related payments, including assigning amounts of bonus payments to individuals, administration of departmental bonus pools and administration of stock option payments.
- 4. Conduct Performance-Related Reviews**, including performance appraisals, career planning, skills monitoring, job moves, promotions and staff re-structuring.
- 5. Monitor Work-Related Licenses and Credentials**, including provisioning software licenses for use in the course of an employee's work related responsibilities, ensuring compliance, training, examination and to meet other requirements with applicable regulatory bodies.
- 6. Provide Our Employees with Human Resources Management Services**, including providing employee data maintenance and support services, administration of separation of employment, approvals and authorization procedures, administration and handling of employee claims, and travel administration.
- 7. Providing Relocation Services**, if applicable, including documenting assignment terms and conditions, obtaining relevant immigration documents/visas, initiating vendor services, fulfilling home/host country tax administration, and filing obligations, addressing health requirements and other processes related to employee relocation.
- 8. Maintain Your Contact Information**, including altering your details across relevant entities within our group of companies (for example personal, other employment and transferring roles).
- 9. Assist You in Case of Emergency**, including maintenance of contact details for you, and your dependents in case of personal or business emergency.
- 10. Monitor Eligibility to Work in the U.S.**, which means monitoring and ensuring compliance of employees' ability to work in the U.S. in accordance with Form I-9 requirements and applicable law.
- 11. Conduct Healthcare-Related Services**, including conducting pre-employment and employment-related medical screenings for return to work processes and medical case management needs; determining medical suitability for particular tasks; identifying health needs of employees to plan and provide appropriate services, including operation of sickness policies and procedures; and providing guidance on fitness for travel.
- 12. Facilitate Better Working Environment**, which includes conducting staff surveys, providing senior management information about other employees, conducting training, and conducting workplace investigations.
- 13. Ensure a Safe and Efficient Working Environment**, which can include employee discipline, and workplace investigations.
- 14. Maintain Security on the Company's Websites and Internet Connected Assets**, which includes hosting and maintenance of computer systems and infrastructure; management of the Company's software and hardware computer assets; systems testing, such as development of new systems and end-user testing of computer systems; training; and monitoring email and internet access.

**15. Comply with Applicable Law or Regulatory Requirements**, such as legal (state and federal) and internal Company reporting obligations, including headcount, management information, demographic and health, safety, security and environmental reporting.

**16. Sharing for Legal Purposes**, such as to comply with a legal process or a regulatory investigation (e.g., a subpoena or court order) and/or in relation to litigation involving the Company.

## Retention of Personal Information

Personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed and will be retained in accordance with our internal document retention policies. In certain cases, laws or regulations require us to keep records for specific periods of time, including following termination of the employment relationship. In other cases, records are retained in order to administer the employment relationship or to resolve queries or disputes which arise from time to time.

## How We May Share Your Personal Information

In connection with the Company's collection and use of your personal information as described above, the Company may disclose your personal information in the following ways:

- With our parent organization, subsidiaries, and affiliates.
- On our online platforms. For example, this may include sharing pictures of you on our website and our social media pages.
- With our service providers and benefits administrators.
- With our auditors, actuaries, accountants, attorneys, governments or other third parties, as required or permitted by applicable law.
- As directed by you.
- To comply with the law or to protect our organization. This includes responding to court orders or subpoenas, or defending the Company in a lawsuit. This may also include sharing your personal information if a government agency or investigatory body requests this data. We may share your personal information when we are investigating a security incident, allegation, or a potential fraud or violation of law.
- With any successors to all or part of our organization. For example, if we merge with, acquire, or are acquired, or sell part of organization to another entity. This may include an asset sale, corporate reorganization, or other change of control.
- As otherwise described to you when collecting your personal information or as otherwise set forth in or permitted by the CCPA.
- We may also use or share de-identified information that is not reasonably likely to identify you for commercially legitimate business purposes with our affiliates, service providers, and business partners.
- We do not sell personal information to any third parties, and have not done so in the preceding 12 months.

## **Children's Personal Information**

You may provide information about your minor children to enroll the child(ren) in benefits provided by the Company, such as medical and dental health care.

We do not knowingly collect personal information from children under 13. If we learn that we have collected any personal information from a child under the age of 13 without verifiable parental consent, we will delete that information from our files as quickly as possible. If you believe that we may have collected information from a child under 13, please contact us at the email address provided below.

We never sell the personal information of minors under 16 years of age, and would not do so in the future without affirmative authorization of the consumer if between 13 to 16 years of age, or the parent or guardian of a consumer less than 13 years of age.

## **Contact Information**

If you have any questions or comments about this notice, the ways in which Company collects and uses your information described above, your choices and rights regarding such use, or how to exercise your rights under California law, please do not hesitate to contact us at:

**Name: Human Resources Offices**

**Phone: (559) 237-5541**

**Email: [HR1@seinc.com](mailto:HR1@seinc.com)**

**Address: 2329 East Date Avenue, Fresno, CA 93706**



August 2021

Thank You for your interest in joining the Scelzi Team.

We currently manage and staff locations in:

- Fresno, Ca.
- Riverside, Ca.
- LaSalle, CO
- Shafter, Ca.

We will soon open other locations as well.

We are glad you are considering joining our growing company.

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### BEFORE YOU PROCEED,

Please read our privacy and data protection policy located here

<https://www.seinc.com/careers-Privacy-Policy>

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Our JOB APPLICATION begins on the next page





**EMPLOYMENT DESIRED:**

Position: \_\_\_\_\_

Date You Can Start: \_\_\_\_\_

Desired Location: \_\_\_\_\_

Expected Rate of Pay? \_\_\_\_\_

Are You Employed Now? \_\_\_\_\_

If So, May We Contact Your Present Employer? \_\_\_\_\_

Have You Ever Worked for this Company? \_\_\_\_\_ If So, When? \_\_\_\_\_

Have You Ever Applied to this Company? \_\_\_\_\_ If So, When? \_\_\_\_\_

Are you available to work (circle all that apply)?

Full-time

Part-time

6am to 2:40 pm

2:30 pm to 11:10 pm

Weekend

Overtime

**EDUCATION AND SKILLS:**

	Elementary School					High School				Undergraduate College/University				Graduate/Professional			
School Name and Location																	
Years Completed	4	5	6	7	8	9	10	11	12	1	2	3	4	1	2	3	4
Diploma/Degree																	
Describe Course of Study																	
Describe any specialized training, apprenticeship, skills or extra-curricular activities that are relevant to the job for which you are applying																	
Describe any honors, scholarships, appointments or awards you have received																	
State any additional information you feel may be helpful to us in considering your application																	

List professional, trade, business or civil activities and offices held. You may exclude information that would reveal sex, race, religion, national origin, age, ancestry, or disability or other protected status or personal information:


List any professional or vocational certificates, licenses, or registrations that you currently hold or have held in the past:


U.S. Military or Naval Service?     No     Yes    Rank: \_\_\_\_\_

List any job-related professional or technical organizations to which you belong. You may exclude information that would reveal sex, race, religion, national origin, age, ancestry, or disability or other protected status or personal information:


Citations/Awards: \_\_\_\_\_

List any job-related skills that you learned while in the U.S. Military or Naval Service:


If you are applying for a position which requires driving:

Driver's License Information:

Do you have automobile insurance as required by state law?     No     Yes

State: \_\_\_\_\_    Number: \_\_\_\_\_    Expiration Date: \_\_\_\_\_

Restrictions or Suspensions (respond fully if driving is required by the job for which you are applying):

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**GENERAL INFORMATION:**

What do you expect to be doing in five years?	What would your last manager/supervisor say about your job performance?
What has been your favorite/most interesting job?	What made it enjoyable/interesting?
What job did you dislike most?	Why did you dislike it?

Have you entered into any agreements with any former employer (for example, an agreement not to compete or confidentiality agreement) that may impact your ability to work for the Company?

No  Yes

Are you over 18 years of age?  No  Yes

Workplace violence is any conduct which is sufficiently severe, offensive, or intimidating to cause an employee to reasonably fear for the employee's personal safety or the safety of the employee's family, friends, associates, and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created. Have you ever been disciplined, warned, or terminated from employment due to workplace violence?

No  Yes

Are you able to perform the essential duties of the position for which you are applying, including regular attendance, with or without reasonable accommodation(s)?

No  Yes

**FORMER EMPLOYERS:**

**Start with your present or last job. Include any job-related military service assignments and volunteer activities.**

1. Employer:	Dates Employed		Work Performed
Address	From	To	
Telephone Number(s)			
Job Title	Supervisor		
Reason For Leaving:			
2. Employer:	Dates Employed		Work Performed
Address	From	To	
Telephone Number(s)			
Job Title	Supervisor		
Reason for Leaving			
3. Employer:	Dates Employed		Work Performed
Address	From	To	
Telephone Number(s)			
Job Title	Supervisor		
Reason for Leaving			

Have you been discharged or asked to resign from a position or a job?     No     Yes

Explain reasons:

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I understand and acknowledge the following:

1. If I am offered employment, I will, as a condition of employment, be required to submit proof of my identity and legal right to work in the U.S.

2. I understand that, if I am employed, any false statement, misrepresentation, or omission of facts on this application or on any supporting documents, regardless of when discovered to be false or omitted, may result in my immediate dismissal.

3. I understand that I will be required to possess a current and valid California driver's license if my job requires me to drive in the course of my work.

4. I agree that, if I am offered a position, it will be offered on condition that my employment shall be at will and for no definite period, and that my employment may be terminated at any time with or without cause and with or without prior notice. I understand that, except for an authorized representative of Scelzi Enterprises, Inc., no supervisor or manager may alter or amend the above conditions. Only the authorized representative of the Company has authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing.

5. I understand and agree that, if I am offered a position, it will be a conditional offer based on my successful passing of both a drug and alcohol screen and job related medical examination.

6. I agree that I will settle any and all previously unasserted claims, disputes, or controversies arising out of or relating to my employment, my application or candidacy for employment, and/or cessation of employment with Scelzi Enterprises, Inc., exclusively by final and binding arbitration before a neutral Arbitrator (pursuant to the Company's Alternative Dispute Resolution Policy). By way of example only, such claims include claims under federal, state, and local statutory law, such as the Fair Employment and Housing Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans With Disabilities Act, the law of contract and the law of tort.

7. If I am offered employment, I will, as a condition of employment furnish proof that I am over 18 years of age.

8. I agree that, if I am offered employment, I will be required to conform to the rules and regulations of the Company.

9. I authorize investigation of all statements contained in this application and any supporting documents. I authorize the Company to secure information about my experience from former

employers, educational institutions, government agencies, or any references I have provided, and for those parties to provide information concerning my experience and I hereby release all parties from any liability arising from such investigation.

10. I understand that no supervisor or manager may alter or amend the conditions set forth in paragraphs one (1) through nine (9) above. I understand that the foregoing conditions can only be altered or amended by a written agreement signed by **an authorized representative** of the Scelzi Enterprises, Inc.

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

\_\_\_\_\_  
Signature