



SunRay Park and Casino
#39 Rd. 5568 Farmington, NM 87401

EMPLOYMENT APPLICATION

(Please print clearly or type - All areas must be filled out completely to be considered for employment. Do not leave blanks)

Please fill out this application to the best of your ability. SunRay Park and Casino is an equal opportunity employer. We do not discriminate on the basis of race, religion, color, sex, age, national origin, disability, veteran status, or any other status or condition protected by applicable federal or state.

Name: Last First
Address: City State Zip
Phone No. () Social Security No.
Position Applied For (one or several jobs, must fill in)

Is any additional information relative to your name necessary to enable a check on your work record (e.g. nickname?) If so, please explain:

Can you perform this job WITH or WITHOUT reasonable accommodations? (circle one)

AVAILABILITY:

Total Hours Available Per Week:

Table with 7 columns (M, T, W, T, F, S, S) and 2 rows (From, To) for hours available.

Are you available: [] Full time; [] Part time; [] Shift work; [] Temporary [] Seasonal

How did you hear of the job?

Do you have a reliable way of getting to work?

Are you legally able to be employed in the U.S.? [] Yes [] No

Are you related to anyone who works here for SunRay Park and Casino? [] Yes [] No If yes, name:

EMPLOYMENT HISTORY:

Please begin with your current or last job. Include Military service assignments. If you include volunteer activities, please exclude organizations that might indicate race, color, religion, national origin, disability or other protected status. If you have never worked before, please state that in the area below.

1. Employer: Address: City: State: Phone No.: ()

Duties and Responsibilities:

From: / / To: / / Yearly Wage (starting)\$ (ending)\$ Job Title: Supervisor:

Reason For Leaving:



2. Employer: _____
 Address: _____ City: _____ State: _____
 Phone No.: () _____

Duties and Responsibilities: _____

From: ____/____/____ To: ____/____/____
 Yearly Wage (starting)\$ _____ (ending) \$ _____
 Job Title: _____ Supervisor: _____

Reason For Leaving: _____

3. Employer: _____
 Address: _____ City: _____ State: _____
 Phone No.: () _____

Duties and Responsibilities: _____

From: ____/____/____ To: ____/____/____
 Yearly Wage (starting)\$ _____ (ending) \$ _____
 Job Title: _____ Supervisor: _____

Reason For Leaving: _____

EDUCATION:

Years Completed:

6	7	8	9	10	11	12	13	14	16	18	20	20+
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If less than 12 years, have you acquired your G.E.D? yes no

Elementary School

High School

School Name: _____ City _____ State: _____
 Teacher or Counselor _____ Grade Point Average _____

Sports or Activities: _____

Now Enrolled: Yes No

Trade School

School Name: _____ City _____ State: _____
 Teacher or Counselor _____ Grade Point Average _____

Sports or Activities: _____
 Diploma or Degree: _____

Now Enrolled: Yes No

College

School Name: _____ City _____ State: _____
 Professor or Advisor: _____ Grade Point Average _____

Sports or Activities: _____
 Diploma or Degree: _____



Now Enrolled: Yes No

Graduate School

School Name: _____ City _____ State: _____

Professor or Mentor _____ Grade Point Average _____

Degree: _____

Now Enrolled: Yes No

Any specialized training, apprenticeship programs, or any special job related skills:

Specialized Training:

Any honors, awards, copyrights, or patents

Have you attended any Alcohol Server Training Courses? Yes No

If so, are you certified in this state? Yes No

Please indicate if you speak, read and write any languages other than English and whether your skill level is fluent, good or fair.

Different Languages

Professional, Trade, Business, or Civic Organizations/Offices. Please exclude organizations that might indicate race, color, religion, national origin, disability, or other protected status.

Professional Associations

MILITARY HISTORY:

Job Related Training

Current Status

PERSONAL:

Are you 18 or older Yes No If no, can you provide proof of eligibility to work? Yes No

Are you 21 or older Yes No

Have you ever applied to us before? Yes No

If yes, when? _____

Have you ever been employed with us before? Yes No

If yes, when? _____

May we contact your present employer? Yes No



Have you ever been convicted of a felony? (Conviction will not automatically disqualify you from employment.) Yes No

If applying for a position that requires driving, do you have the appropriate license? Yes No NA

If applying for a position that requires driving, have you been ticketed for a moving violation in the last three years?

Yes No NA If yes, please explain.

Are you currently on "layoff" status with an employer, subject to recall? Yes No

When could you start employment with us? _____

If required, are you available to travel? Yes No If required, are you available to relocate? Yes No

References other than previous employers and relatives:

1. **Name:** _____ **Phone** () _____
Address: _____

2. **Name:** _____ **Phone** () _____
Address: _____

3. **Name:** _____ **Phone** () _____
Address: _____

TIPPED EMPLOYEE AGREEMENT

(Please read before signing)

1. The employee understands that he/she is a "tipped employee" within the meaning of Section 3(t) of the Fair Labor Standards Act (the "Act"), which defines a tipped employee as "any employee engaged in an occupation in which he customarily and regularly receives more than \$30.00 a month in tips.
2. Effective April 1, 1991, Section 3(m) of the Act authorizes an employer to claim a tip credit toward the minimum wage obligation under the Act, not to exceed fifty (50) percent of the prevailing minimum wage. In this regard section 3 (m) reads, in pertinent part as follows: "In determining the wage of a tipped employee, the amount paid such employees by his employer shall be deemed to be increased on account of tips by an amount determined by the employer, but not in excess of 50 per centum of the applicable minimum wage rate, except that the amount of the increase on account of tips determined by the employer may not exceed the value of tips actually received by the employee. The previous sentence shall not apply with respect to any tipped employee unless (1) such employee has been informed by the employer of the provisions of this subsection, and (2) all tips received by such employee have been retained by the employee, except that this subsection shall not be construed to prohibit the pooling of tips among employees who customarily and regularly receive tips."
3. The Employee will report the amount of tips to employer at the end of each work day, and the amount of tips received by the Employee will be entered on their time card. The employer will pay the employee that percentage of the prevailing minimum hourly wage for which the employer is not allowed the tip credit percentage. However, if the sum of the tips received by the employee and hourly wages paid by employer yields less than the prevailing minimum, employer will pay the employee the difference. Thus in no event will the employee receive less than the minimum wage required by the Act.
4. Under the present tip pooling system, each tipped employee contributes a percentage of all tips received to other employees (including but not limited to) bartenders, bus persons, etc. The employee agrees to participate in the tip pool.

Date: _____

Signature of Applicant _____



APPLICANT'S ACKNOWLEDGMENT
(Please read before signing)

I certify that answers given in this application are true and complete to the best of my knowledge. I authorize investigation into all statements I have made on this application as may be necessary for reaching an employment decision.

As a condition of my employment, I accept the principle that the welfare of the organization depends upon the conduct and honesty of its employees and the trust and confidence of our vendors, guests and the public in general. SunRay Park and Casino expects honesty, security and confidentiality. I therefore agree to the following:

1. I agree to give no unauthorized information relative to the accounts of the organization or its relation with others, and to discuss no matters of a confidential nature relating to the organization's affairs unless such discussion is in the necessary course of the organization's business and is in accordance with the organization's policy.
2. I also agree to inform the management of the organization, without delay, of any fraud, false entry, substantial error, embezzlement or employee misconduct, which I discover or know to have taken place in any records, property or funds of the organization, and to report any transaction or matter that seems damaging to the organization.
3. In the event I am employed, I understand that any false or misleading information I knowingly provided in my application or interview(s) may result in discharge and/or legal action. I understand also that if employed, I am required to abide by all the rules and regulations of the employer and any special agreements reached by the employer and me.
4. I acknowledge that SunRay Park and Casino reserves the right to amend modify or create new policies at any time without prior notice. These policies do not create any promises or contractual obligations between SunRay Park and Casino and its employees.

This application shall be considered active for no more than 45 days. After that time, applicants will be required to resubmit a completed application.

The applicant understands that neither this document nor any offer of employment from this employer constitutes an employment contract unless a specific document is executed in writing by the employer and employee. Any oral or written statements to the contrary are hereby expressly disavowed and should not be relied upon. Unless the employer and employee execute a specific document in writing, **all SunRay employment is At-Will**. Just as an employee may resign for any reason he/she has, the employer may also terminate an employee for any reason.

Offers of employment for all applicants/employees are contingent on:

1. The results of a pre-employment drug screening
2. Acquiring a New Mexico Racing license and/or a New Mexico Gaming permit.
 - A. The financial responsibility of obtaining these licenses is the applicant/employee's.
 - B. Failure to acquire and/or maintain current mandatory licenses will be considered a voluntary separation.

Date: _____

Signature of Applicant: _____



RELEASE AND AUTHORIZATION FOR BACKGROUND AND REFERENCE INVESTIGATION

As part of its employment screening and selection procedures, the Employer or potential employer, named below, requires a background investigation and a check of references. Such investigation and checks may require the submission to the Employer of information about the applicant's social security number (SSN), date of birth (DOB) and driver's license number (DL).

I, _____ hereby give the Employer and/or its designees permission and authority to conduct a background investigation and reference checks concerning my past and current activities. I agree and consent to any investigation the Employer and/or its designees may make including, but not limited to, information as to my personal character, general reputation, former employment, education, credit history, driving record, social security wage information, criminal history and other information contained in public records or obtainable from former employers or other references, business or personal.

I hereby consent, authorize and request any former employers, personal references, schools, police and court personnel, credit agencies and any other person to respond to verbal or written inquiries from Employer and/or its designees and to disclose information concerning:

1. My previous employment record, including but not limited to positions held, dates of employment, last pay rate, work performance, disciplinary records, reliability and any incidents of dishonesty, insubordination, violence, and/or unsafe, harmful or threatening behavior, or other relevant information, including information based upon information in my personnel files;
2. My educational records from any and all public or private educational institutions that I have attended including all records of my academic performance, courses attended, grades earned, diplomas, degrees, other certificates conferred, or other relevant information;
3. My general background and I specifically request, authorize and consent to Employer's verbal or written inquiries of personal references about the information contained in my application, as well as, my reliability, honesty and potential tendency, if any, to engage in any form of violence, and/ or unsafe, harmful or threatening behavior, or other relevant information;
4. My professional or vocational license or certification that I may have held in the past or may currently hold, including, but not limited to, information concerning whether such license or certification is in good standing and any disciplinary or other proceedings concerning such license or certification, or other relevant information;
5. Whether I have a record of criminal convictions, and, if so, the nature of such criminal convictions and all surrounding circumstances available through lawful means. Employer has advised me that its criminal background check will focus on convictions and that a criminal record will not necessarily disqualify me from employment;
6. I understand that the results of a background check of my credit records will be used as part of the evaluation of my application and that both verbal and written reports will be obtained from the reporting service. I also understand that I may receive such information by making a written request to the credit reporting agency. To receive any of this information or access to my records, I realize that I must submit proper identification with my request. Employer will not deny employment solely on the basis that an applicant has filed bankruptcy.



I hereby release all persons, companies, corporations or individuals from all liability and responsibility that may result from providing Employer and/or its designees the information set out herein, including but not limited to, any claims whatsoever for defamation, fraud, misrepresentations, intentional or negligent interference with prospective business relations or contract, breach of contract (including any settlement agreement), negligent or intentional infliction of emotional distress, employment discrimination, violation of public policy, and any other potential claims, demands, damages, liabilities and/or actions of any kind whatsoever, whether known or unknown to me presently or in the future. Any concerns about the information that may be provided to Employer during this process have been voluntarily explained by me in writing on the attached document entitled "Voluntary Employee Information Regarding Background and Reference Investigation."

I am aware that the result of any background investigation performed by Employer and/or its designees is not the sole criteria used by the Employer in making a decision to hire or not hire any individual, including me. I am also aware that any falsification or misrepresentation of information appearing on my application for employment shall be grounds for my not being hired or for my being terminated.

I have carefully read this Release and Authorization for Background and Reference Investigation and have voluntarily agreed to its terms to assist Employer in evaluating my qualifications for employment and in meeting the business necessity of hiring honest, trustworthy, reliable, and non-violent employees. I additionally agree to fully cooperate with Employer in permitting the release of the above information and reports. Finally, I understand that with the exception of any credit reports, all information generated, received or maintained during or as a result of its investigation, will be maintained as confidential information and that Employer will not release such information to me.

Potential Employer SunRay Park and Casino

Applicant _____

Social Security Number _____

Drivers License Number _____ **State of Issue** _____

Dated _____ **Employee Signature** _____