

# APPLICATION FOR EMPLOYMENT TEXAS

**Equal Employment Opportunity Policy:** We are committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex, national origin, citizenship status, uniform service member status, age, pregnancy, genetic information, disability or any other protected status in accordance with all applicable federal, state and local laws.

Position Desired: \_\_\_\_\_ [ ] Part time [ ] Full time Date \_\_\_\_\_

Name \_\_\_\_\_  
 (Print) Last First Middle  
 Present Address \_\_\_\_\_  
 Street and Number City State Zip Code How long have you lived there? \_\_\_\_\_  
 Years Months  
 Previous Address \_\_\_\_\_  
 Street and Number City State Zip Code How long did you live there? \_\_\_\_\_  
 Years Months

Telephone No. \_\_\_\_\_ Social Security No. \_\_\_\_\_

Have you ever worked for this Company before? [ ] Yes [ ] No  
 If Yes, please give dates and position: \_\_\_\_\_

Have you ever pled guilty or "no contest" to, or been convicted of, a criminal offense? [ ] Yes [ ] No  
 If Yes, please give the date(s) and details: \_\_\_\_\_

Have you been arrested for any matters for which you are out on bail or on your own recognizance pending trial?  
 [ ] Yes [ ] No  
 If Yes, please give the date(s) and details: \_\_\_\_\_

NOTE: Answering "Yes" to these questions does not constitute an automatic bar to employment. Factors such as age and time of the offense, seriousness and nature of the violation, and rehabilitation will be taken into account. (Do not include minor traffic citations. Do not include convictions that were sealed, eradicated, erased, annulled by a court, or expunged, or convictions that resulted in referral to a diversion program)

## RECORD OF PREVIOUS EMPLOYMENT

Please list the names of your present or previous employers in chronological order with present or last employer listed first. Be sure to account for all periods of time including military service and any period of unemployment. If self-employed, give firm name and supply business references. [Add additional page if necessary]

Present or Last Employer Address _____ City, State, Zip Code _____ Telephone _____	<u>Employed From</u> _____ (mo/yr) <u>To (mo/yr)</u> _____	<u>Pay</u> \$ _____ Start \$ _____ Final	<u>Your Title or Position</u> _____ Name and Title of <u>Last Supervisor</u> _____	<u>Exact Reason for Leaving</u> _____
Present or Last Employer Address _____ City, State, Zip Code _____ Telephone _____	<u>Employed From</u> _____ (mo/yr) <u>To (mo/yr)</u> _____	<u>Pay</u> \$ _____ Start \$ _____ Final	<u>Your Title or Position</u> _____ Name and Title of <u>Last Supervisor</u> _____	<u>Exact Reason for Leaving</u> _____

Present or Last Employer _____ Address _____ City, State, Zip Code _____ Telephone _____	<u>Employed</u> From _____ (mo/yr) _____ To (mo/yr)	<u>Pay</u> \$ _____ Start \$ _____ Final	<u>Your Title or Position</u> _____ Name and Title of <u>Last Supervisor</u> _____	<u>Exact Reason for Leaving</u>  
Present or Last Employer _____ Address _____ City, State, Zip Code _____ Telephone _____	<u>Employed</u> From _____ (mo/yr) _____ To (mo/yr)	<u>Pay</u> \$ _____ Start \$ _____ Final	<u>Your Title or Position</u> _____ Name and Title of <u>Last Supervisor</u> _____	<u>Exact Reason for Leaving</u>  

Have you ever been terminated or asked to resign from any job? [ ] Yes [ ] No

If Yes please explain circumstances: \_\_\_\_\_

Please explain fully any gaps in your employment history: \_\_\_\_\_

May we contact your current employer? [ ] Yes [ ] No. If No, please explain: \_\_\_\_\_

Please indicate any actual experience, special training and qualifications that you have which you feel are relevant to the position for which you are applying. \_\_\_\_\_

Do you have any commitments, including but not limited to a non-compete or non-solicitation or confidentiality agreement with any current or former employer which may affect or restrict your potential employment or ability to perform the duties for which you are hired? [ ] Yes [ ] No. If Yes, please explain: \_\_\_\_\_

Have you ever used another name? [ ] Yes [ ] No

Is any additional information relative to change of name, use of an assumed name, or nickname necessary to enable a check on your work and educational record? If yes, please explain: \_\_\_\_\_

Can you supply proof of eligibility to work in the United States? [ ] Yes [ ] No

If hired, can you supply proof that you are over 18 years of age? [ ] Yes [ ] No

Are you capable of satisfactorily performing the essential job duties required of the position for which you are applying? [ ] Yes [ ] No

Do you have adequate transportation to and from work? [ ] Yes [ ] No

How many days of work have you missed in the last three years due to reasons other than paid holidays and vacation?

_____ YEAR	_____ NUMBER OF DAYS
_____ YEAR	_____ NUMBER OF DAYS
_____ YEAR	_____ NUMBER OF DAYS

**EDUCATION**

School Name	Years Completed (Circle)	Diploma/Degree	Describe Course of Study or Major	Describe Specialized Training, Experience, Skills and Extra-Curricular Activities
Elementary:	4 5 6 7 8			
High School:	9 10 11 12			
College/University:	1 2 3 4			
Graduate/Professional:	1 2 3 4			
Trade or Correspondence:				
Other:				

**PERSONAL REFERENCES**

Please list persons who know you well -- **not** previous employers or relatives

Name	Occupation	Address (Street, City and State)	Telephone Number	Number of Years Known

THIS APPLICATION WILL BE CONSIDERED ACTIVE FOR A MAXIMUM OF THIRTY (30) DAYS. IF YOU WISH TO BE CONSIDERED FOR EMPLOYMENT AFTER THAT TIME, YOU MUST REAPPLY.

I CERTIFY THAT ALL OF THE INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION IS TRUE AND ACCURATE.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Applicant

## APPLICANT'S STATEMENT & AGREEMENT

In the event of my employment to a position in this Company, I will comply with all rules and regulations of this Company. I understand that the Company reserves the right to require me to submit to a test for the presence of drugs in my system prior to employment and at any time during my employment, to the extent permitted by law. I also understand that any offer of employment may be contingent upon the results of a physical examination and a test for the presence of alcohol in my system, performed by a doctor selected by the Company. Further, I understand that at any time after I am hired, the Company may require me to submit to a physical examination and an alcohol test, to the extent permitted by law. I consent to the disclosure of the results of any physical examination and related tests to the Company. I also understand that I may be required to take other tests such as personality and honesty tests, prior to employment and during my employment. I understand that should I decline to sign this consent or decline to take any of the above tests, my application for employment may be rejected or my employment may be terminated. I understand that if bonding is a condition of hire, I will be so advised either before or after hiring and a bond application will have to be completed.

I understand that the company may investigate my driving record and my criminal record and that an investigative consumer report may be prepared whereby information is obtained through personal interviews with my neighbors, friends, personal references, and others with whom I am acquainted. This inquiry includes information as to my character, general reputation, personal characteristics and mode of living. I understand that I have the right to make a written inquiry within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation. I further understand that the Company may contact my previous employers and I authorize those employers to disclose to the Company all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I hereby fully waive any rights or claims I have or may have against my former employers, their agents, employees and representatives, as well as other individuals who release information to the Company, and release them from any and all liability, claims, or damages that may directly or indirectly result from the use, disclosure, or release of any such information by any person or party, whether such information is favorable or unfavorable to me. I authorize the persons named herein as personal references to provide the Company with any pertinent information they may have regarding myself.

I hereby state that all the information that I provided on this application or any other documents filled out in connection with my employment, and in any interview is true, correct and complete. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any such information is later found to be false or incomplete in any respect, I may be dismissed. I understand if selected for hire, it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete an I-9 Form in this regard.

I also acknowledge that the Company and I will utilize binding arbitration to resolve all disputes that may arise out of the employment context except as provided herein. Both the Company and I agree that any claim, dispute, and/or controversy that either I may have against the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or the Company may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the Texas Civil Practice and Remedies Code § 171.001 et seq., including § 171.050 and all of the other mandatory and permissive rights to discovery provided for under the Texas Civil Practice and Remedies Code. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on the Texas Commission on Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise, with exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the Texas Workers' Compensation Act, Texas Workers' Compensation Commission claims, or as otherwise required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the Texas Workforce Commission Civil Rights Division, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). Likewise, nothing herein shall prevent the Company from seeking injunctive relief from a court of competent jurisdiction to enforce restrictive covenants even though the underlying claim must be submitted to arbitration. Further, this Agreement shall not prevent either me or the Company from obtaining provisional remedies to the extent permitted by Texas law (either before the commencement of or during the arbitration process), pending final resolution of the dispute pursuant to this Agreement. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired Texas District Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in United States District Courts, all rules of pleading, discovery, evidence and all rights to resolution of the dispute by means of motions for summary judgment and judgment on the pleadings under Texas law shall apply and be observed. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged. As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **I understand and agree to this binding arbitration provision, and both I and the Company give up our right to trial by jury of any claim I or the Company may have against each other.**

If hired, I agree as follows: My employment and compensation is terminable at-will, is for no definite period, and my employment and compensation may be terminated by either the Company (employer) or me at any time and for any reason whatsoever, with or without cause or notice. This is the entire agreement between the Company and me regarding dispute resolution, the length of my employment, and the reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that any agreement contrary to the foregoing must be entered into in writing and signed by me and the President of the Company. No supervisor or representative of the Company, other than its President, has any authority to enter into any agreement (oral or written) for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after I am hired do not alter this Agreement.

If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable. **If you have any questions regarding this statement, please ask a Company representative before signing.**

**I hereby acknowledge that I have read the above statements and understand and agree to same.**

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT & AGREEMENT**

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE