

McCartney Construction Co. Inc.
P. O BOX 1890
Gadsden, AL 35902
(256) 547-6386 PHONE
(256) 547-6390 FAX

APPLICATION FOR EMPLOYMENT

NOTE: If you require more space than provided, please attach separate sheet(s).

To Applicant: We deeply appreciate your interest in our organization and assure you that we are sincerely interested in your qualifications. A clear understanding of your background and work history will aid us in placing you in the position that best meets your qualifications and may assist us in possible future upgrading. It is the policy of McCartney Construction Co. Inc., not to discriminate in hiring and employment on the basis of race, color, religion, national origins, sex, disability, military status or age and to comply with the requirements of all applicable state and federal laws. No question on this application is intended to secure information to be used to discriminate violation of the applicable laws.

PERSONAL					
NAME			TODAY'S DATE		
*STREET		CITY		STATE	
ZIP	SOCIAL SECURITY NUMBER		APPLYING FOR <input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME <input type="checkbox"/> TEMPORARY		
HOME PHONE	BEST TIME TO CALL		BUSINESS PHONE	BEST TIME TO CALL	
*If at the above address less than three years, list below all residences for the past three years. Attach a separate sheet if necessary.					
STREET		CITY	STATE	ZIP	
STREET		CITY	STATE	ZIP	
STREET		CITY	STATE	ZIP	
Are you legally eligible for employment in the USA <input type="checkbox"/> YES <input type="checkbox"/> NO			State Age if under 18		
IN CASE OF EMERGENCY NOTIFY					
NAME:			PHONE: ()		
POSITION(S) DESIRED					
Position applying for (be specific)			check one: <input type="checkbox"/> 1 st shift <input type="checkbox"/> 2 nd shift (Quarry only)		
HOURS & DAYS AVAILABLE			If your application is considered favorably, on what date will you be available for work?		
Who referred you?			Rate of pay expected? \$ _____ per hour		
EDUCATION					
NAME AND LOCATION		CURRICULUM	MAJOR	DEGREE	DATE GRADUATED
HIGH SCHOOL					
COLLEGE					
OTHER					
Describe any previous experience or any special skills or training that may qualify you for work with our Company					

Complete this box only if applying for a position that requires the operation of a motor vehicle:

Drivers License Number _____ State _____ Expiration Date _____ Type _____

WERE YOU PREVIOUSLY EMPLOYED BY US ? YES NO **IF YES, WHEN? FROM _____ TO _____**

WHO WAS YOUR FOREMAN? **RATE OF PAY?** **POSITION**

REASON FOR LEAVING?

Are you related to anyone at McCartney Construction Co.? YES NO **If so, list the names of any relatives in the Company.**

Are you currently employed? YES NO **If no, how long since leaving your last employment?**

EMPLOYMENT (Start With Most Recent)

FROM	TO	EMPLOYER	PHONE	CITY, STATE
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JOB TITLE	<input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME
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SUPERVISOR'S NAME	DUTIES
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STARTING SALARY (WAGES)	
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FINAL SALARY (WAGES)	REASON FOR LEAVING
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FROM	TO	EMPLOYER	PHONE	CITY, STATE
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JOB TITLE	<input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME
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SUPERVISOR'S NAME	DUTIES
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STARTING SALARY (WAGES)	
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FINAL SALARY (WAGES)	REASON FOR LEAVING
----------------------	--------------------

FROM	TO	EMPLOYER	PHONE	CITY, STATE
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JOB TITLE	<input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME
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SUPERVISOR'S NAME	DUTIES
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STARTING SALARY (WAGES)	
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FINAL SALARY (WAGES)	REASON FOR LEAVING
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FROM	TO	EMPLOYER	PHONE	CITY, STATE
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SUPERVISOR'S NAME	
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STARTING SALARY (WAGES)	
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FINAL SALARY (WAGES)	REASON FOR LEAVING
----------------------	--------------------

FROM	TO	EMPLOYER	PHONE	CITY, STATE
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JOB TITLE	<input type="checkbox"/> FULL TIME <input type="checkbox"/> PART TIME
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SUPERVISOR'S NAME	DUTIES
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STARTING SALARY (WAGES)	
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FINAL SALARY (WAGES)	REASON FOR LEAVING
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HAVE YOU EVER BEEN TERMINATED FROM ANY POSITION BASED UPON A REASON OTHER THAN A LAYOFF, REDUCTION-IN-FORCE, OR RESIGNATION BY MUTUAL AGREEMENT? YES NO

IF YES, STATE THE COMPANY NAME AND PLEASE EXPLAIN.

HAVE YOU EVER BEEN CONVICTED OF ANY CRIME ? YES NO

IF YES, STATE THE DATE AND TYPE OF THE CONVICTION AND PLEASE EXPLAIN.
(A conviction will not automatically disqualify you from consideration for the position for which you are applying.)

U. S. MILITARY RECORD

BRANCH OF SERVICE	FROM	TO	DUTIES	DISCHARGE DATE

REFERENCES

NAME	ADDRESS	YEARS KNOWN

AT WILL EMPLOYMENT

I understand that if I am hired, both the company and I have the right to terminate the employment relationship at any time and for any lawful reason with or without cause. I further understand that although over the course of my employment other terms and conditions of my employment may change, this term of my employment will not change. I understand that no one other than an expressly authorized officer of McCartney Construction Co. Inc., is empowered to make any representation to me or enter into any agreement with me contrary to the foregoing, and that any contrary agreement entered into with me by an authorized officer of McCartney Construction Co. Inc., must be in writing and signed by an officer.

Date: _____ Applicant Signature _____

DISCLOSURE, CONSENT AND CERTIFICATION

I certify that everything that I have stated in this application is true and correct to the best of my knowledge. I authorize McCartney Construction Co. Inc., (**hereinafter referred to as “McCartney”**) or any consumer reporting agency, bureau, or agent, acting on behalf of McCartney to investigate my background, employment history, and credit history, as well as statements contained in this application for employment. In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I know that I may be required to submit to a drug and alcohol test as part of the application process and hereby consent to submitting to the test. I further understand that this application is not intended to be a contract of employment and that if employed, my employment will be at-will.

Date: _____ Applicant Signature _____

BINDING ARBITRATION AGREEMENT

Except as specifically set forth herein, I agree to resolve any and all disputes related in any manner whatsoever to my application for employment or employment with McCartney Construction Co. Inc. (hereinafter referred to as "McCartney") by binding arbitration. Disputes related to employment include, but are not limited to, claims or charges based upon federal or state statutes, including, but not limited to, Age Discrimination in Employment, Title VII of the Civil Rights Act of 1964, as amended, or any other civil rights statute, the Americans with Disabilities Act, Family and Medical Leave Act, Fair Labor Standards Act or other wage statutes, the WARN Act, claims based upon tort or contract laws or any other federal or state law affecting employment in any manner whatsoever. In the event that a claim is brought pursuant to any law or statute which provides for the allocation of attorneys' fees and/or costs, the arbitrator shall have the power to allocate attorneys' fees and costs pursuant to the applicable law or statutes.

I agree that arbitration pursuant to this Agreement shall be in accordance with the rules of the American Arbitration Association. I, however, specifically agree that I will share equally the costs, fees, and expenses incurred by arbitration except in the following circumstances:

In the event that I am unable to pay the costs of arbitration due to financial hardship, I may apply to the AAA for "*in forma pauperis*" status in accordance with the criteria established by the United States Circuit Court of Appeals for the Eleventh Circuit. Alternatively, I may apply to the AAA for the use of a *pro bono* arbitrator or for waiver, reduction, or deferral of the AAA's fees based upon financial hardship. I understand that the AAA shall determine whether I qualify for financial hardship or waiver, reduction or deferral of the AAA's fees and costs.

The sole exception to this Arbitration Agreement involves suits brought on behalf of McCartney or me seeking a temporary restraining order, preliminary injunction and/or permanent injunction ("injunctive relief") based upon violation of non-compete, and/or confidentiality, and/or non-disclosure, and/or solicitation agreements, and/or unfair trade practices, in the event there is immediate and irreparable injury, loss or damage. I understand and agree that neither McCartney nor I shall seek monetary damages under this exception to the Arbitration Agreement. However, in the event that McCartney is successful in obtaining injunctive relief, I shall be liable for McCartney's attorneys' fees, costs and expenses incurred in connection with obtaining injunctive relief.

This Agreement shall be binding upon and inure to the benefit of any successor to McCartney and such successor shall be deemed substituted for McCartney under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any person, firm, limited liability company, or other business entity, which at any time, whether by merger, purchase or otherwise, acquires all or substantially all the assets of the business of McCartney. This Agreement shall also be binding upon and inure to the benefit of me, my heirs, executors and administrators.

I understand and agree that the Federal Arbitration Act governs the enforceability of any and all of the arbitration provisions of this Agreement.

If any part, term or provision of this Binding Arbitration Agreement is held to be illegal, void or unenforceable, or to be in conflict with any law, the validity of the remaining provisions or portions of this Agreement shall not be affected, and the rights of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held invalid.

I understand and agree that if I am employed by McCartney, my employment will be at-will, that this Arbitration Agreement is not intended to be an employment contract, and that nothing herein shall be construed as altering my at-will employment with McCartney.

I agree to follow all of the rules and policies outlined herein, and execute this Binding Arbitration Agreement in consideration for McCartney's review of my application and the opportunity for future employment.

Signature _____ **Date** _____

FAIR CREDIT REPORTING ACT NOTICE AND DISCLOSURE

This is to notify you in accordance with the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. that McCartney Construction Co. Inc., (hereinafter referred to as “McCartney”) intends to obtain a consumer report and/or an investigative consumer report about you to be considered as a factor in evaluating you for all employment purposes during the application process and if applicable your employment with McCartney, including, but not limited to, hiring, promotion, assignment, demotion, discipline and retention. The report may include, among other things, oral, written or other communication of information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, professional reputation, employment history, personal characteristics, or mode of living. McCartney will not use any of the information in violation of any applicable federal or state equal employment laws.

If an investigative consumer report is requested, you may obtain a complete and accurate disclosure of the nature and scope of the investigation if you make a written request within a reasonable period of time after you review this Notice and Disclosure. The Fair Credit Reporting Act also affords you additional rights which are set forth in the attached SUMMARY OF RIGHTS.

**CONSENT AND AUTHORIZATION
TO OBTAIN CONSUMER REPORT**

I, _____, certify that McCartney Construction Co. Inc. (hereinafter referred to as “McCartney”) disclosed to me that it intends to obtain a consumer report or an investigative consumer report for the purpose of evaluating me for all employment purposes during the application process and if applicable my employment with McCartney, including, but not limited to, hiring, promotion, assignment, demotion, discipline and retention. McCartney, has also given me a SUMMARY OF RIGHTS UNDER THE FAIR CREDIT REPORTING ACT.

I understand that a consumer report or an investigative consumer report may include, but is not limited to, information bearing on credit worthiness, credit standing, credit capacity, character, general reputation, professional reputation, employment history, personal characteristics, and/or mode of living. I further understand that McCartney will not use any information obtained in violation of any applicable federal or state equal employment law.

I have read and understand the contents of the disclosure and hereby authorize McCartney to obtain a consumer report and/or an investigative consumer report. I further understand that my social security number and driver’s license number are being requested below solely for the purpose of generating an accurate consumer report or investigative consumer report.

Date

Name

Social Security Number

Driver’s License Number

This form must be completed for consideration of employment.