

# RIVER BASIN CONTRACTING

## Employment Application

Date \_\_\_\_\_

*Please print all responses.*

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip Code

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Best Time to Call \_\_\_\_\_

Position(s) Applying For \_\_\_\_\_  
Full Time Part Time Temporary Call-in

Date available \_\_\_\_\_ Salary Expectations \_\_\_\_\_ Per Hr / Mo / Yr (circle one)

Have you ever been employed by this Company? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, when \_\_\_\_\_

Specify position \_\_\_\_\_

Can you perform the essential functions of the job for which you are applying, either with or without reasonable accommodation? Yes \_\_\_\_\_ No \_\_\_\_\_

It is the Company policy to hire only persons authorized to work in the United States. In accordance with this policy you will be required upon hire to present identification documents for employment verification.

### Work History

*List present and past work experience beginning with your most recent job.*

1. Employer	From (mo/yr)	To (mo/yr)
Street Address	City & State	Phone
Your Job Title	Salary Beginning	Ending
Description of Responsibilities	Supervisor	Phone
Reason for Leaving (if still employed, state reason for seeking other employment)		

2. Employer	From (mo/yr)	To (mo/yr)
Street Address	City & State	Phone
Your Job Title	Salary Beginning	Ending
Description of Responsibilities	Supervisor	Phone
Reason for Leaving (if still employed, state reason for seeking other employment)		

3. Employer	From (mo/yr)	To (mo/yr)
Street Address	City & State	Phone
Your Job Title	Salary Beginning	Ending
Description of Responsibilities	Supervisor	Phone
Reason for Leaving (if still employed, state reason for seeking other employment)		

4. Employer		From (mo/yr)	To (mo/yr)
Street Address		City & State	Phone
Your Job Title		Supervisor	Phone
Description of Responsibilities			
Reason for Leaving (if still employed, state reason for seeking other employment)			

If currently employed, may we contact your present employer? Yes \_\_\_\_\_ No \_\_\_\_\_

If you have ever been employed using a last name(s) other than your current name, please specify name and employer:

List and explain all periods of unemployment below, beginning with your most recent:

From \_\_\_\_\_ To \_\_\_\_\_ Explanation \_\_\_\_\_  
 From \_\_\_\_\_ To \_\_\_\_\_ Explanation \_\_\_\_\_

### References

List business persons known to you for at least 3 years, but not related:

	<u>Names and Title</u>	<u>Complete Business Address</u>	<u>Phone No.</u>	<u>Years Known</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

### Educational Background

Schooling Level	School Name - City & State	Major / Minor	GPA	Did you graduate? If yes, list type of degree/diploma. If no, indicate GED equivalent or number years completed
High School or GED				
Business, Trade Other Schools				
College(s) or University				
Graduate School(s)				

Are you taking any courses at present? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain \_\_\_\_\_

S K I L L S E A T N D	Have you ever supervised people?    Yes _____ No _____    If yes, how many? _____ Where? _____		
	Check the following which apply to your skills and experience:		
	_____ Personal Computer	_____ Accounting	Typing Speed _____
	_____ Calculator	_____ Customer Service	
	_____ Data Entry	_____ Compensation	Computer Software
	_____ Billing	_____ Recruitment - Hiring	MS Office
	_____ Training	_____ Benefits Administration	_____ Word            _____ Expedition-
	_____ Employee Relations	_____ Health Insurance	_____ Excel            _____ Primavera
		_____ Medical Office Procedures	_____ Power Point    _____ Email
		_____	_____ Access            _____ Internet

Are you 18 years of age or older?                    Yes \_\_\_\_\_ No \_\_\_\_\_

Drivers License Information ( when applicable to job )

Expiration Date \_\_\_\_\_ Lic # \_\_\_\_\_ State \_\_\_\_\_

Do you have reliable transportation?            Yes \_\_\_\_\_ No \_\_\_\_\_

Do you have any relatives employed with this company?    Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, Where/Relationship \_\_\_\_\_

Have you ever been convicted of a felony?    Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide the following information:

Date of the Conviction \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Explanation \_\_\_\_\_

*Criminal conviction is not an absolute bar to employment, but will be considered in relation to specific job requirements.*

Have you ever been discharged or resigned your employment for any act or alleged act of dishonesty or a breach of trust?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain

Have you ever been arrested for any matters for which you are out on bail or on your own recognizance pending trial?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain

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 and arrests or convictions, which have been sealed or expunged in answering this question).

## VOLUNTARY PRE-EMPLOYMENT INFORMATION

All Applications are considered on the basis of position-related requirements and all employees are treated equally during employment without regard to race, color, religion, sex, sexual orientation, national origin, age, marital status, veteran status or the presence of a non-position related physical or mental condition or disability.

To help the company comply with federal and state equal opportunity record keeping, reporting and other legal requirements, please complete all sections below.

This pre-employment information will be kept in a confidential file separate from the attached application for employment. The completion of this form is voluntary and is not required to be considered for employment.

**Position Applied For** \_\_\_\_\_ **Date** \_\_\_\_\_

**Applicant's Name** \_\_\_\_\_ **SS No.** \_\_\_\_\_

**Sex**  Male  Female

**Race or Ethnic Group (read the definitions below, and then mark the appropriate box)**

- White  Hispanic or Latino  Asian  
 American Indian or Alaskan Native  Native Hawaiian or Pacific Islander  Two or More Races  
 Black or African American

**White ( Not Hispanic or Latino):** A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

**Black or African American (Not Hispanic or Latino):** A person having origins in any of the black racial groups of Africa.

**Hispanic or Latino:** A person of Cuban, Mexican, Puerto Rico, South or Central American, or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** A person having origins from the original peoples of North or South America (including Central America) and who maintain tribal affiliation or community attachment.

**Native Hawaiian or other Pacific Islander (Not Hispanic or Latino):** A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**Asian ( Not Hispanic or Latino):** A person having origins in any of the original people of the Far East, Southeast Asia, or the Indian subcontinent. This includes, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, The Philippine Islands, Thailand and Vietnam.

**Two or More Races:** All persons who identify with more than one of the above races.

**Referral Sources: (mark one)**

- Walk - In  College & University  
 Unsolicited Resume  Employee Referral    Relative    Non-Relative  
 Advertisement (newspaper)  Former Employee  
 Employment Agency  Business Referral  
 Employment Agency (minority)  Other (please specify) \_\_\_\_\_

\_\_\_\_\_  
Applicant's Name (please print)

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date Signed

## **APPLICANT'S STATEMENT AND 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 the law. I also understand that any offer of employment may be contingent upon the passing 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 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 bonding may be a condition of hire. If it is, 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 me.

I also hereby consent that photos, videos or other recordings of my likeness or voice may be used by the Company in any advertising or public relations without any further compensation to me beyond my regular wages.

Any offer of employment I may receive from the Company is contingent upon my successful completion of the company's total pre-employment screening process, including the Company receiving a satisfactory background check and references that is considered satisfactory.

I also acknowledge that the Company promotes a voluntary system or alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Company and myself, I voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, and claims of discrimination or harassment, whether they be based on the North Dakota Fair Employment Practices Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between myself and the Company ( or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under Worker's Compensation, and Unemployment Compensation claims filed with the state) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the Uniform Arbitration Act as adopted in the Nevada Revised Statutes 38.015 et seq. I also agree to pursue my claims individually and not a part of any class. However, in addition to requirements imposed by law, any arbitrator herein shall be a retired North Dakota District Court Judge 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, the following shall apply and be observed: all rules of pleading, discovery, and evidence ( including the right to resolution of the dispute by means of motions for summary judgment and judgment on the pleadings). Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded and the arbitrator may not evoke 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 and 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, the arbitrator shall extend the times set for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request, within 10 days after issuance of the award, shall be subject to affirmation, reversal, or modification, following review of the record of arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to the appellate review by the Supreme Court of North Dakota of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of this agreement shall be unenforceable. I understand that by voluntarily agreeing to this binding arbitration provision, both I and the Company give up our rights to trial by jury.

I further understand that this voluntary alternative dispute resolution program covers claims of discrimination of harassment under Title VII of the Civil Rights Act of 1964, as amended.

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 and correct. 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 that 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,

If hired, I agree as follows: My employment and compensation is terminable at-will, is for definite period, and my employment and compensation may be terminated by the Company (employer) at any time and for any reason whatsoever, with or without good cause at the option of either the Company or myself. No implied, oral, or written agreements contrary to the express language of this agreement are valid unless they are in writing and signed by the President of the Company (or majority owner or owners if Company is not a corporation), no supervisor or representative of the company, other than the President of the Company, (or majority owner or owners if Company is not a corporation), has any authority to make agreements contrary to the foregoing. This agreement is the entire agreement between the Company and the employee regarding the rights of the Company or employee to terminate employment with or without good cause, and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings of the employee and the Company.

*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 the same.*

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT AND AGREEMENT

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

\_\_\_\_\_  
DATE

Equal Opportunity Employer

It is the policy of the Company to consider each applicant for employment on the basis of qualification for the job without regard to race, color, creed, sex, sexual preference, age, marital status, disability, ethnic background or national origin.