



Corporate Office: 1543 West 16<sup>th</sup> Street • Long Beach, CA 90813  
(562) 432-3946 • HR Fax (562) 628-9798 • www.dionandsons.com

### EMPLOYMENT APPLICATION

**Equal Employment Opportunity Policy:** M.O. Dion and Sons dba Dion and Sons, Inc. (the "Company") are committed to providing equal employment opportunities to all employees and applicants without regard to race, ethnicity, religion, color, sex (including childbirth, breast feeding and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other protected status in accordance with all applicable federal, state and local laws.

PLEASE PRINT CLEARLY AND COMPLETE ALL SECTIONS. RESUME WILL NOT BE ACCEPTED IN LIEU OF A COMPLETED EMPLOYMENT APPLICATION.

Date:	Last Name:	First Name:	
Address:		City:	State: Zip Code:
Home/Cell Phone: ( )		Alternate Phone: ( )	
Best time to call?		Work location (City) desired?	
Rate of pay expected for the position you are applying for? per <input type="checkbox"/> Hour <input type="checkbox"/> Year			
Are you at least 18 years old or the minimum legal age to work in the position you are applying for? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If hired, can you present evidence of your legal right to live and work in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If hired, when would you be available to start?			
How did you hear about us/this position (ex: Referred, Online Ad, Banner, etc.)?			
If referred, who referred you?		Relationship to person that referred you?	

Have you ever applied to or worked for Dion and Sons, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If you have worked for Dion and Sons, Inc. before, explain reason for leaving the company?				
If you have worked for Dion and Sons, Inc. before, provide employment dates: From: ___/___/___ To: ___/___/___				
Do you have any friends or relatives who work for M.O. Dion and Sons dba Dion and Sons, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who?				
Do you have any schedule restrictions? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the days and hours you are unavailable for work below.				
Are you available to work: Overtime?	Nights?	Weekends?	Holidays?	On Call?
<b>NOTE: We comply with the ADA and consider reasonable accommodation measures that may be necessary for eligible applicant/employees to perform essential functions. Hire is subject to passing a medical examination, skill and agility test.</b>				
Did you review the job description for the position you are applying for? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Are you able to perform the essential functions of the position, either with or without reasonable accommodation(s)?				
<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, describe in detail below, the functions that cannot be performed.</i>				

## DRIVING RECORD

**The position you are applying for may require you to drive and maintain an insurable driving record with our insurer. Please list any traffic convictions (other than parking violations), suspensions/forfeitures and/or accidents received within the last 3 years:**

Date: Violation/Accident Details:

Date: Violation/Accident Details:

Date: Violation/Accident Details:

Date: Violation/Accident Details:

## EDUCATION, TRAINING & EXPERIENCE

High School Name:	City & State:	Diploma Received?
College/University Name:	City & State:	Degree Received?
Trade/Vocational School Name:	City & State:	Certificate/Degree Received?

## PROFESSIONAL REFERENCES

Name:	Phone Number: ( )	Profession:
Name:	Phone Number: ( )	Profession:
Name:	Phone Number: ( )	Profession:

## EMPLOYMENT HISTORY

**List all present and past employment starting with MOST RECENT employer (last ten years is sufficient) and account for all periods of unemployment. Do not leave any field blank. Resume will not be accepted in lieu of this section being completed.**

Employer		Telephone	
Your Position		Type of Business	
Contact Person or Department		Fax Number or Email Address	
Duties			
Dates of Employment	From: ___/___/___ To: ___/___/___	Reason for Leaving:	

Employer		Telephone	
Your Position		Type of Business	
Contact Person or Department		Fax Number or Email Address	
Duties			
Dates of Employment	From: ___/___/___ To: ___/___/___	Reason for Leaving:	

Employer		Telephone	
Your Position		Type of Business	
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Employer		Telephone	
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Employer		Telephone	
Your Position		Type of Business	
Contact Person or Department		Fax Number or Email Address	
Duties			
Dates of Employment	From: ___/___/___	To: ___/___/___	Reason for Leaving:

## Drug & Alcohol Free Work Place Notice and Testing Policy

M.O. Dion and Sons dba Dion and Sons, Inc. (hereinafter referred to as "the Company") is committed to maintaining a safe, healthy, and efficient working environment for all of its employees. The presence of alcohol and drugs in the work place, and the influence of those substances on employees pose serious safety and health risks to both the user and to all those who work with him or her. Impairments from drugs or alcohol threaten everyone's safety and the success of our operation.

We need not and will not accept any risk to safety, quality or productivity that may be caused by alcohol abuse and/or drug use by employees. Compliance with the Company's alcohol and drug program is a term and condition of employment.

The Company has implemented a post-offer and upon reasonable suspicion drug and alcohol testing policy for all employees. All new hires will be tested for drug and alcohol use. Employees in safety sensitive positions may be tested on a random or periodic basis to the extent permitted by applicable state and federal laws. It is also a term and condition of employment that employees submit to a drug or alcohol test if the Company has a reasonable suspicion that the employee is impaired while on the premises. Refusal to cooperate with an investigation, submit to a reasonable suspicion test, tampering with any screening sample, failing to execute consent forms when required by the Company, or any positive test result is grounds for disciplinary action, up to and including immediate termination.

### Applicant Acceptance

1. I have read the Company's Alcohol and Drug Policy above. I understand, if offered employment, I must agree to undergo a post-offer drug and alcohol testing and, if hired, I must comply with the testing program and policies.
2. I certify that I have not knowingly withheld any information on this Employment Application that might adversely affect my chance for employment, and I agree that the answers provided by me are true and correct to the best of my knowledge.
3. I authorize the company to thoroughly investigate my references, work record, safety performance history, DOT drug and alcohol testing history, education, training, and other matters related to my suitability for employment. I further authorize the reference and previous employers listed on this Employment Application to disclose to the Company any and all letters, reports, and other information related to my work records, without giving me prior notice of such disclosure.
4. I release the Company, my former employer, and all other persons, corporations, partnerships, and associations from any and all claims, demands, or liabilities arising out of or in any way related to such I investigation or disclosure.
5. I understand that information I provide regarding current and/or previous employers may be used, and those employer(s) will be contacted, for the purpose of investigating my employment and my safety performance history, as required by 49 CFR 391.23(d) and (e). I understand that I have the right to:
  - a. Review information provided by previous employers;
  - b. Have errors in the information corrected by previous employers and for those previous employers to re-send the corrected information to the prospective employer; and
  - c. Have a rebuttal statement attached to the alleged erroneous information, if the previous employer(s) and I cannot agree on the accuracy of the information.
6. I understand that nothing contained in the Employment Application or conveyed during any interview is/was intended to create an employment contract between me and the company. My employment-at-will status, if I am hired, may only be changed in a written document signed by the President of the Company.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT THIS APPLICATION WAS COMPLETED BY ME AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.**

Printed Name \_\_\_\_\_ Social security Number: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Applicant's Statement and Agreement

1. In the event of my employment in a position with M.O. Dion and Sons dba Dion and Sons, Inc. (the "Company"), I will comply with all rules and regulations of this Company. I understand that the Company may 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 passing of a physical examination. 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 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.

2. I further understand that the Company may contact my previous employers. 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 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 also authorize the Company to use social media and other internet resources as part of the pre-employment screening process to the extent permitted by law.

3. I hereby state that all the information that I have provided on this application or any other documents completed in connection with my employment, and in any interview, is true and accurate. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any information provided to the Company is 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.

4. I and the Company agree to utilize binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment, or my application for employment. I and the Company each specifically waive and relinquish our respective rights to bring a claim against the other in a court of law and to have a trial by jury. Both I and the Company agree that any claim, dispute, and/or controversy that I may have against the Company (or its owners, directors, officers, managers, employees, or agents), or the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Included within the scope of this Agreement are all disputes, whether based on tort, negligence, contract, statute (including, but not limited to, any claims of discrimination, harassment, and/or retaliation, whether they be based on the California Fair Employment and Housing 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. The only exceptions to binding arbitration shall be for 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 California Workers' Compensation Act, Employment Development Department claims, or other claims that are not subject to arbitration under current law. Moreover, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, 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).

5. In addition to any other requirements imposed by law, the arbitrator selected to hear claims under this Agreement shall be a retired California Superior Court Judge, or an 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. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. 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 in accordance with Cal. Civil Code Section 47(b). 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. Resolution of all disputes 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.

6. I agree that, if hired, my employment shall not be for any specific duration and either the Company or I may terminate my employment relationship at any time, with or without cause and/or with or without prior notice. This express at-will acknowledgement supersedes any and all prior representations or understandings, whether written or oral, express or implied, between the Company and me. My employment-at-will status, if I am hired, may only be changed in a written document signed by the president of the Company.

7. If any term or provision or any portion of this Agreement is deemed invalid or unenforceable, it shall be severed and the remainder of this Agreement shall be enforceable. Under no circumstances shall this Agreement be construed to allow arbitration on a class, collective, or other similar basis.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY APPLICATION FOR EMPLOYMENT OR MY EMPLOYMENT IF HIRED.**

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[RETAIN IN PERSONNEL FILE]