

TURTLE & HUGHES

ELECTRICAL & INDUSTRIAL DISTRIBUTOR

Employment Application

PLEASE COMPLETE ALL SECTIONS, ATTACH A RESUME, AND E-MAIL TO HR@TURTLE.COM

GENERAL INFORMATION

Date				
Last Name		First Name		Middle Name
Home Address	City	State	Zip Code	Home Telephone No.
Email Address			Cellular Telephone No.	
Are you under age 18? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, can you provide proof of your eligibility to work? <input type="checkbox"/> YES <input type="checkbox"/> NO				
Are you currently authorized to work in the United States? <input type="checkbox"/> YES <input type="checkbox"/> NO. Proof of eligibility will be required if hired.				

JOB INFORMATION

Position applying for:		<input type="checkbox"/> Regular <input type="checkbox"/> Temporary	<input type="checkbox"/> Full Time <input type="checkbox"/> Part Time
Are you willing to work overtime? <input type="checkbox"/> Yes <input type="checkbox"/> No		How many hours can you work weekly?	
Please list any hours or days that you are not available to work.			
Complete <i>only</i> if applying for a position that requires shift work.			
Are you willing to work nights? <input type="checkbox"/> Yes <input type="checkbox"/> No Saturday? <input type="checkbox"/> Yes <input type="checkbox"/> No Sunday? <input type="checkbox"/> Yes <input type="checkbox"/> No			
When are you available to start work?			

EDUCATION

TYPE OF SCHOOL	NAME OF SCHOOL AND LOCATION	NUMBER OF YEARS COMPLETED	MAJOR & DEGREE
High School			
College			
Business or Trade School			

DRIVER'S LICENSE INFORMATION

Complete <i>only</i> if applying for a position that requires driving.

Driver's license number _____	State of issue _____	<input type="checkbox"/> Operator	<input type="checkbox"/> Commercial (CDL)	<input type="checkbox"/> Chauffeur
Have you had any accidents during the past three years? <input type="checkbox"/> Yes <input type="checkbox"/> No			How many? _____	
Have you had any moving violations during the past three years? <input type="checkbox"/> Yes <input type="checkbox"/> No			How Many? _____	
Please provide name of current automobile insurance company and contact information _____,			State the name(s) of the court(s) (municipal, county or state) where the violation(s) was heard and the specific violation(s). _____ _____ _____ _____	
and Policy Number _____. If this policy has been in effect for less than three years, then provide the company name, contact information and policy number for your prior insurance policy. _____				

(By providing this information, you are authorizing Turtle & Hughes to contact these insurance carriers to obtain information on your driving accident records.)				
REFERENCE INFORMATION				
Please list two references other than relatives.				
Name	Name			
Position	Position			
Company	Company			
Address	Address			
Telephone	Telephone			
HOW WERE YOU REFERRED TO US				
Employee – Name	Agency – Name			
School – Name	Newspaper – Specify			
Internet – Site Name	Other			
OTHER RELEVANT INFORMATION				
Please use this space to elaborate on any background, experience, or qualifications that you believe should be considered in evaluating your qualifications for employment. You may include hobbies, volunteer experience and any other activities you believe relevant. Please do not include any information that would disclose your age, race, color, creed, religion, political affiliation, gender, sexual orientation, ancestry, national origin, citizenship, marital status, domestic or civil union partnership status, disability, veteran or military status (e.g. National Guard or Reserves).				
May we contact your present employer? <input type="checkbox"/> Yes <input type="checkbox"/> No – If yes, list name, title and contact information of your immediate supervisor/manager.				
Did you complete this application yourself? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, who did? Name: _____				
Address: _____ Telephone Number: _____				

PHYSICAL QUALIFICATIONS

As part of this employment application process someone from Turtle & Hughes will describe to you the essential duties and tasks of the applied-for position and the conditions in which you would be working (a written job description may be provided instead.) You must answer the following questions:

Are there one or more of the essential job functions described to you which you are physically unable to perform? Yes No

If the answer is yes, then in the space provided please list those job functions and explain the extent of your physical inability to perform them.

Are there any modifications of job duties and tasks, changes in working conditions or other accommodations, which would enable you to perform this job? Yes No

If the answer is yes, then in the space provided please describe the modifications, changes or other accommodations that you are requesting.

Turtle & Hughes, Inc. is committed to providing those reasonable accommodations which will assist otherwise qualified, disabled applicants to safely and satisfactorily perform the essential functions of the applied-for job.

EMPLOYMENT HISTORY

Please list your work experience for the **past seven years** beginning with your most recent job held. If you were self-employed, give firm name. **Attach additional sheets if necessary.**

Current employer Address	Name of last supervisor	Employment dates	Pay or salary
City, State, Zip Code Phone number		From To	Start Final
Reason for leaving (be specific)	Your last job title		
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			
Name of employer Address	Name of last supervisor	Employment dates	Pay or salary
City, State, Zip Code Phone number		From To	Start Final
Reason for leaving (be specific)	Your Last Job Title		

List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			
Name of employer Address	Name of last supervisor	Employment dates	Pay or salary
City, State, Zip Code Phone number		From To	Start Final
Reason for leaving (be specific)	Your last job title		
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			
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City, State, Zip Code Phone number		From To	Start Final
Reason for leaving (be specific)	Your last job title		
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

PLEASE READ CAREFULLY
As an indication that you have read and understand each sentence, please write your initials in the spaces provided below.
EMPLOYMENT-AT-WILL STATEMENT
<p>I understand that my completion of this application form does not mean that any positions are available. I acknowledge that no one from Turtle & Hughes has made any promise of employment to me. I further understand that Turtle & Hughes has no obligation to offer me employment and that I have no right or entitlement to employment because I have completed this application. ____.</p> <p>I acknowledge my understanding that if I am employed, the employment relationship between Turtle & Hughes (the "Company") and each of its employees is always "employment-at-will." This means that either the employee or the Company can terminate the employment relationship at any time with or without notice and without any reason or cause. ____.</p> <p>The contents of the Company's employee handbooks, operating manuals, benefit plans, written policies or actual practices do not create an actual or implied contract of employment; they do not confer any right to remain an employee of the Company for any length of time; and they do not otherwise change in any respect the employment-at-will relationship between the Company and its employees. The employment-at-will relationship cannot be altered except by a written agreement signed by me and a senior executive of the Company. If employed, I understand that the Company may unilaterally change, reduce, revise or eliminate its benefits, policies and procedures at any time with or without notice. ____.</p>
REFERENCE CHECKS
<p>I hereby give the Company permission to contact schools, current and previous employers (unless otherwise indicated), references and others to verify the information contained in this application and to otherwise check on my suitability for employment. I also hereby release (that is; I give up) any and all legal claims I might have against the Company for any liabilities, damages, losses, or any other injuries, monetary or otherwise, that I may suffer as a result of any such contacts which the Company makes relating to this application. I authorize my former employers, representatives of educational institutions, my named references, motor vehicle insurance carriers, and others, to freely and fully reply to all inquiries made by Turtle & Hughes in this employment application process.</p>

CONSUMER INVESTIGATIVE REPORT AND DRUG/ALCOHOL SCREEN

I understand that any offer of employment that I receive from the Company will be conditioned upon my successfully passing a background check, known as a Consumer Investigative Report, conducted by a Consumer Reporting Agency, and my passing a drug and alcohol test (including the screening for prescription drugs). The Consumer Investigative Report will be obtained in accordance with the requirements of the federal Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, and applicable state laws, if any. I acknowledge that information required by the Fair Credit Reporting Act to be disclosed to me, and a consent form for this background check, which I agree to complete, are attached to this application. I further understand that any offer of employment will be withdrawn if there is an unsatisfactory drug/alcohol test result or background investigation.

AGREEMENT FOR ARBITRATION

YOU ARE DIRECTED TO READ THIS AGREEMENT VERY CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS IF YOU ARE EMPLOYED BY TURTLE & HUGHES.

If you are employed by Turtle & Hughes you agree that: any and all alleged legal disputes, claims, complaints, injuries, monetary or other losses, and other wrongdoings of any kind, (hereinafter referred to as "Legal Disputes"), which arise out of, or which are related to, your employment by Turtle & Hughes, and the termination of your employment, shall be submitted exclusively to final and binding arbitration with the Judicial Arbitration and Mediation Services, JAMS, 45 Broadway, New York, NY 10006 (212-751-2700). This arbitration shall be the only means for resolving all such Legal Disputes between you and Turtle & Hughes.

(Arbitration is the submission of a Legal Dispute to an impartial third person, an arbitrator, who is chosen by mutual agreement of the employee and the Company (the "Parties") to resolve the Dispute. The Parties agree to be bound by the arbitrator's decision. Arbitration, then, is a private means for deciding a Legal Dispute, as an alternative to the public courts, as established by the government, with judges and juries.)

Under the rules and procedures established by JAMS for the arbitration of employment disputes, you will have a fair opportunity to fully learn about and present your alleged claim against Turtle & Hughes to the arbitrator, and the arbitrator has the authority to grant you remedies, including monetary damages, if you prove your claim. You are also entitled to be represented by an attorney of your choice, and at your cost, in this arbitration process. You can access the JAMS Employment Arbitration Rules and Procedures at www.jamsadr.com.

BY SIGNING BELOW YOU ARE ACKNOWLEDGING YOUR UNDERSTANDING AND YOUR CONSENT THAT UNDER THIS AGREEMENT FOR ARBITRATION YOU ARE KNOWINGLY AND VOLUNTARILY GIVING UP YOUR RIGHTS TO PURSUE ANY LEGAL DISPUTES YOU MAY HAVE WITH TURTLE & HUGHES THROUGH A LAWSUIT IN A COURT OF LAW WITH A JUDGE AND A TRIAL WITH A JURY. ALL SUCH LEGAL DISPUTES CAN ONLY BE PURSUED THROUGH THIS ARBITRATION PROCESS. UNDER THIS AGREEMENT FOR ARBITRATION, YOU CANNOT PURSUE THEM IN A COURT OF LAW WITH A JUDGE AND JURY.

I have carefully read this Agreement for Arbitration. I acknowledge that I have had an adequate opportunity to review and consider this Agreement and to decide whether or not to sign it. I understand and voluntarily agree to the terms of this Agreement for Arbitration as a term and condition of my employment, if I am employed by Turtle & Hughes. I have verbally stated so to the Turtle & Hughes representative whose signature appears below.

Date: _____ Signature of Applicant: _____

Date: _____ Signature of Turtle & Hughes representative: _____

AFFIRMATION BY APPLICANT

By signing below, I affirm that my answers to the questions, and the information I have provided, in this Employment Application are true, complete, and correct to the best of my knowledge. I have not knowingly withheld any fact or circumstance that might cause the contents of my Application to be false or misleading. I further understand that any misrepresentation, deception or false statement made in the Employment Application may result in the rejection of my application or, if not discovered until after becoming employed, may result in my immediate termination.

Signature of applicant _____ Date: _____

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

Turtle & Hughes is an equal employment opportunity employer. We adhere to a policy of making employment decisions without regard to age, race, color, creed, religion, political affiliation, gender, sexual orientation, ancestry, national origin, citizenship, marital status, domestic or civil union partnership status, disability, veteran or military status (e.g. National Guard or Reserves).

Thank you for completing this application form and for your interest in our company.

OFFICE USE ONLY: Date received: _____ **Reviewed by:** _____

Employment Application

BACKGROUND INVESTIGATION AUTHORIZATION & RELEASE FORM

Personal Information

Name: _____ SSN _____ - _____ - _____
First Name Last Name

Previous names used: (within the past 7 years) _____

Current home address: _____

How long have you lived at current address? _____

Previous address: _____

How long: _____

Date of birth: _____ Driver's license number: _____ State _____

Have you ever been convicted of a crime other than minor traffic offenses: Yes No

If yes, provide explanation:

Year of offense: _____ State where offense was committed: _____

Offense description: _____¹ City where offense was committed: _____

Notification to Applicant. I acknowledge that I have been advised, by this Notice, that in this application process Turtle & Hughes will procure, or cause to be prepared, an investigative consumer report about me. I acknowledge that this Notice has clearly and accurately disclosed to me that such an investigative consumer report is being procured/prepared as part of my application for employment.

I understand that the Company conducts this background check in an effort to provide a safe working environment for all its employees; to protect against potential financial or other losses to employees, as well as the Company, its customers and vendors; and to help prevent the improper disclosure and use of employee, Company, customer and vendor personal/personnel, financial, and other confidential information.

¹ An arrest(s) or conviction of a crime(s) does not automatically preclude the applicant's employment. Turtle & Hughes will evaluate each applicant individually and will consider the type of crime(s)-theft of property, or crime of violence or moral turpitude-the number of convictions, if more than one, the period of time involved, and the circumstances surrounding the conviction(s). An applicant will be rejected only if Turtle & Hughes determines from the conviction record that employment would jeopardize the safety, security, or efficiency of the Company's employees or its business

Content of Report. I understand that this report may include all applicable and relevant information about my past activities, such as my character, general reputation, personal characteristics, including specifically: (1) criminal records (including convictions, arrests and postings on government sex offender registries); (2) educational history and records; (3) worker comp claims, any other civil litigation in which I was a named party; (4) driving history (including, but not limited to violations, accident history, alcohol/drug test results and any other federal Department of Transportation requirements, as permitted by the Americans With Disabilities Act); (5) my employment history (including checking references); (6) verification of social security number; (7) internet and web-based searches about me; and (8) credit history and ratings.

Authorization to Release Information to Reporting Entities and T&H. I authorize, without reservation, any party, person or entity, including any credit reporting agencies, private service companies, or government agency contracted by Turtle & Hughes, or by its agents, to furnish the above described information to Turtle & Hughes, or to its agents, for purposes of my application for employment.

Authorization for Reporting Entities and T & H to Obtain Information. I authorize Turtle & Hughes, and its credit reporting agencies, all associated entities, and any other service companies, and their agents, to receive, or otherwise obtain, any criminal history information pertaining to me in the files of any state or local criminal justice agency or criminal courts; to receive any credit reporting information from any source from which such information is customarily obtained; and to receive all the other types of information about me, as described above, relating to this background investigation.

Yearly Employee Background Investigations. I acknowledge that I have also been advised by this Notice that, if I am employed by Turtle & Hughes, its personnel policy is to conduct yearly, updated background investigations of its employees, including the employee's credit history and ratings from a consumer credit reporting agency. I acknowledge my understanding that all the above terms of this Notice will also be applicable to all such yearly background investigations, and I agree to accept this personnel policy as a continuing condition of my employment if I am employed by Turtle & Hughes.

Pre-Adverse Action Notification. Should Turtle & Hughes consider not offering you employment, because of any information it has received in this background investigation, you will receive a written notification in the mail at least five (5) days before a final decision is made. This notification will include: (1) a statement of the information Turtle & Hughes has received from the investigation which it is considering in possibly not offering you employment. (This statement will be sufficiently detailed to give you a meaningful opportunity to respond); (2) an explanation of why Turtle & Hughes believes that this information may disqualify you from employment; and (3) the procedures you must follow, if you decide to submit a response, on why this information is inaccurate, or why it should not disqualify you.

Maintaining Confidentiality and Use of Information by T&H. Turtle & Hughes will take reasonable and appropriate means to: (1) ensure the security of all such consumer reports and the information contained in them; (2) limit the disclosure of them to those executive, managers, and Human Resources personnel at Turtle & Hughes who have a need to know such information for the Company's legitimate business purposes; (3) use such information only as necessary for the Company's legitimate business purposes as they relate to your potential (or actual) employment; (4) dispose of such reports and information within a reasonable period of time after you file this application or after your employment has ceased, (if you are employed);

and (5) make such disposal through appropriate means to reasonably prevent the unauthorized disclosure of such reports/information.

Your Rights Under Federal Law. If you are denied employment because of this consumer investigation, it is your right, under the Fair Credit Reporting Act, to be notified that this is the reason for this denial, and to have disclosed to you the name of the agency or agencies from whom information concerning you was obtained. You are also entitled, within a reasonable period of time, to receive from Turtle and Hughes free copies of the information supplied to it by these agencies, provided you make a written request within sixty days after you receive notification of this denial of employment. You have the right to directly dispute with the consumer reporting agency the accuracy and completeness of any information provided by that agency. You also have the right to have this information maintained and disposed-of in a reasonable and appropriate manner to retain its confidentiality.

Release of Legal Claims Against Reporting Entities and T&H. I release and hold harmless (i.e. I give up any legal claims I may have) against all parties involved in providing these reports and information, and against Turtle & Hughes in receiving them, with regard to any and all liabilities for any damages, losses, or any other injuries, monetary or otherwise ("Injuries") I may suffer, which arise from, or are connected with, the requesting, procuring, furnishing, or receiving/obtaining of any information in this investigative background consumer inquiry, except with respect to a violation of the Fair Credit Reporting Act or the Fair and Accurate Credit Transaction Act.

This release of any legal claims includes any Injuries I may suffer should this background investigation contain any inaccurate or incomplete information upon which Turtle & Hughes relies in rejecting my application for employment. In signing this authorization I am giving up any such potential legal claims that I might have against Turtle & Hughes if my application is rejected.

APPLICANT'S AFFIRMATION

Falsifying any information on this Authorization Form will constitute grounds for immediate dismissal or withdrawing of any pending job offers. By signing below, I affirm that all the information I have provided on this Authorization Form is true, complete and accurate to the best of my knowledge; and I have not knowingly withheld any information that might cause the content of this Form to be false or misleading.

Applicant's Signature: _____ Date: _____

Fair Credit Reporting Act Notification

You have the right to receive a copy of your consumer credit report should one be requested by Turtle & Hughes for employment reasons.

Yes By checking this box, I request a free copy of this report from Turtle & Hughes.