

## WATER HEATERS MASTERS INC.

### APPLICATION FOR EMPLOYMENT CALIFORNIA

**Equal Employment Opportunity Policy:** We 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.

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

How did you hear about the position? \_\_\_\_\_

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

Previous Address \_\_\_\_\_  
 Street and Number City State Zip Code

How long did you live there? \_\_\_\_\_  
 Years Months

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Have you ever worked for this Company before? [ ] Yes [ ] No

If yes, please give dates and positions \_\_\_\_\_

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

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

**Job Related Qualifications:**

Do you have a current valid driver's license? [ ] Yes [ ] No

Do you meet the minimum qualifications of the job offer? [ ] Yes [ ] No

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.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**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 any period of unemployment. If self-employed, give business name and supply business references. [Add additional page if necessary]

Present or Last Employer _____ Address _____ City, State, Zip Code _____ Telephone _____	<u>Employed</u> _____ From (mo/yr) _____ To (mo/yr)	<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>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>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>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:

\_\_\_\_\_

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:

\_\_\_\_\_  
 \_\_\_\_\_

**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 NINETY (90) 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

1. In the event of my employment in a position with this 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, except to the extent I opt-out of certain portions of this arbitration agreement as set forth below. 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). The FAA applies to this Agreement because the Company's business involves interstate commerce. 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, 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. I and the Company acknowledge that by signing or refusing to sign this Agreement, I make no representation or demonstration of support or rejection of concerted activity. However, 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. Unless I have exercised my right to opt out of the terms of this paragraph as provided for herein, I agree that any claims brought under this binding arbitration Agreement shall be brought in the individual capacity of myself or the Company. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees or parties, or permit such claims or controversies to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the scope or enforceability of this Agreement shall be resolved by a court, not by the arbitrator. By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class or collective basis. This agreement is not intended to interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act, and I will not be subject to disciplinary action of any kind for opposing the arbitration provisions of this Agreement.

6. 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.

7. Due to the nature of the class action waiver, the Company has provided me with the ability to opt out of the class action waiver set forth in paragraph 5 above. Accordingly, I acknowledge and understand that my agreement to waive the right to pursue or participate in the consolidation or joinder of other claims or controversies involving any other employees or parties, or have such claims or controversies proceed on a class or collective action, is voluntary and that execution of such waiver is not a condition of employment. I understand I may elect to opt out of the class action waiver and retain any right I may have to bring an action in court and bring an action on a class or collective basis by checking this box: [  ].

8. 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.

9. This is the entire agreement between myself and the Company regarding dispute resolution, the length of my employment, and the reasons for termination of my employment, and this agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after my employment do not alter this Agreement. If any term, provision, or portion of this Agreement is determined to be void or unenforceable it shall be severed and the remainder of this Agreement shall be fully enforceable.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.**

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

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

\_\_\_\_\_  
Date