

# Chickasaw Electric Cooperative



## Employment Application

<b>APPLICANT INFORMATION</b>			
Last Name	First	M.I.	Date
Street Address		Apartment/Unit #	
City	State	ZIP	
Phone	E-mail Address		
Date Available		Desired Salary	
Position Applied for			
How did you learn about us? <input type="checkbox"/> Advertisement <input type="checkbox"/> Relative <input type="checkbox"/> Employment Agency <input type="checkbox"/> Friend <input type="checkbox"/> Inquiry <input type="checkbox"/> Other _____			
<input type="checkbox"/> Full-Time Are you available for work? <input type="checkbox"/> Part-Time (please indicate Mornings / Afternoon) <input type="checkbox"/> Temporary (please indicate dates available ___/___/___ - ___/___/___)			
Are you currently on "lay off" status and subject to recall? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Can you travel if a job requires it? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Have you ever worked for this company? YES <input type="checkbox"/> NO <input type="checkbox"/> If so, when?			
Have you ever been convicted of a felony? All circumstances (nature of offense, when it occurred, the position sought, etc.) will be considered before any final decision is made.           YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, explain			
Have you ever filed an application with us before? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, give date _____			
Have you ever been employed with us before? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, give date _____			
Do any of your friends or relatives work here? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, who _____			
Are you currently employed? YES <input type="checkbox"/> NO <input type="checkbox"/>			
May we contact your present employer? YES <input type="checkbox"/> NO <input type="checkbox"/>			
If you are under 18 years of age, can you provide required proof of your eligibility to work? YES <input type="checkbox"/> NO <input type="checkbox"/>			

**EDUCATION**

High School		Address	
	Did you graduate? YES <input type="checkbox"/> NO <input type="checkbox"/>	Degree	
College		Address	
	Did you graduate? YES <input type="checkbox"/> NO <input type="checkbox"/>	Degree	
Other		Address	
	Did you graduate? YES <input type="checkbox"/> NO <input type="checkbox"/>	Degree	

*If you need additional space, please continue on a separate sheet of paper*

**Describe any specialized training, apprenticeship, skills, and work-related extra-curricular activities.**


**REFERENCES**

*Please list three professional references.*

Full Name	Relationship
Company	Phone (    )
Address	
Full Name	Relationship
Company	Phone (    )
Address	
Full Name	Relationship
Company	Phone (    )
Address	

**PREVIOUS EMPLOYMENT (MOST RECENT EMPLOYER FIRST)**

The Federal Motor Carrier Safety Regulations (49 CFR 391.21) require that all applicants wishing to drive a commercial vehicle list all employment for the last three (3) years. *In addition, if you have driven a commercial vehicle previously, you must provide employment history for an additional seven (7) years (for a total of ten (10) years). Any gaps in employment in excess of one (1) month must be explained.*

Start with the last or current position, including any military experience, and work backwards (attach separate sheets if necessary). You are required to list the complete mailing address, including street number, city, state, zip; and complete all other information.

Company		Phone ( )	
Address		Supervisor	
Job Title	Starting Salary \$	Ending Salary \$	
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Explain any gaps in employment (Include month/year & reason)			
While employed here, were you subject to the Federal Motor Carrier Safety Regulations?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Was the job designated as a safety-sensitive function in any Department of Transportation-regulated mode subject to alcohol and controlled substances testing as required by 49 CFR, part 40?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Company		Phone ( )	
Address		Supervisor	
Job Title	Starting Salary \$	Ending Salary \$	
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Explain any gaps in employment (Include month/year & reason)			
While employed here, were you subject to the Federal Motor Carrier Safety Regulations?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Was the job designated as a safety-sensitive function in any Department of Transportation-regulated mode subject to alcohol and controlled substances testing as required by 49 CFR, part 40?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Company		Phone ( )	
Address		Supervisor	
Job Title	Starting Salary \$	Ending Salary \$	
Responsibilities			
From	To	Reason for Leaving	
May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Explain any gaps in employment (Include month/year & reason)			



**ADDITIONAL INFORMATION**

**Other Qualifications:** Summarize special job-related skills and qualifications acquired from employment or other experience.


**SPECIALIZED SKILLS (CHECK SKILLS/EQUIPMENT OPERATED)**

Microsoft Office		
Microsoft Word		
Microsoft Excel		
Microsoft Access		
POS		
CDL		
Forklift		
Other		

*STATE ANY ADDITIONAL INFORMATION YOU FEEL MAY BE HELPFUL TO US IN CONSIDERING YOUR APPLICATION.*


Note to Applicants: DO NOT ANSWER THIS QUESTION UNLESS YOU HAVE BEEN INFORMED ABOUT THE REQUIREMENTS OF THE JOB FOR WHICH YOU ARE APPLYING.

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

**MILITARY SERVICE**

Branch	From	To
Rank at Discharge		
Military Occupation/Specialty/Duties		

*If you need additional space, please continue on a separate sheet of paper*

**Describe any job-related training received in the United States military.**


**APPLICANT'S STATEMENT**

I certify that answers given herein are true and complete.

I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision.

This application for employment shall be considered active for a period of time not to exceed 45 days. Any applicant wishing to be considered for employment beyond this time period should inquire as to whether or not applications are being accepted at that time.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with this organization is of an "at will" nature, which means that the Employee may resign at any time and the Employer may discharge Employee at any time with or without cause. It is further understood that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of this organization.

In the event of employment, I understand that false or misleading information given in my application or interview (s) may result in discharge, regardless of when it is discovered. I understand, also, that I am required to abide by all rules and regulations of the employer.

Signature

Date

## **DISPUTE RESOLUTION AGREEMENT (page 1 of 2)**

The applicant agrees that he/she will settle any and all previously unasserted claims, disputes or controversies arising out of or relating to his/her application or candidacy for employment, employment with Chickasaw Electric Cooperative ("Chickasaw Electric"), and/or termination of employment with Chickasaw Electric for any reason, exclusively by final and binding arbitration under the terms of this Agreement. The applicant agrees that Chickasaw Electric's acceptance and review of his/her application is sufficient consideration to support this Agreement. If employed, the applicant agrees that employment is further consideration to support this Agreement.

All employment claims shall be subject to binding arbitration, including, without limitation, claims arising from employment termination, failure to hire or promote, wage claims, overtime claims, allegations of unlawful discrimination or harassment, or any other claim arising from the employment relationship; provided however, that any claims concerning the enforcement of a non-competition agreement, a non-solicitation agreement or confidentiality agreement signed by the applicant (or employee once employed), or any claims against the applicant or employee for embezzlement, theft, misappropriation of trade secrets, or conversion shall not be subject to arbitration under this Dispute Resolution Agreement. All employment claims shall be brought on an individual basis, instead of a collective or class-wide basis, and claims pertaining to different applicants/employees shall be heard in separate arbitration proceedings.

Arbitration may be initiated by the applicant/employee by serving or mailing a written notice to the General Manager of Chickasaw Electric at 17970 HWY 64 East, P. O. Box 459, Somerville, TN 38068. The notice shall identify and describe the nature of all claim(s) asserted and the facts upon which such claims(s) are based. Failure to comply with this notice requirement will constitute a waiver of all rights that the applicant may have against Chickasaw Electric, and any such claim(s) shall be void. Notices must be served within the applicable statute of limitations period for the claim(s) being asserted. In the event that the applicant files a lawsuit over matters covered by this Agreement, the lawsuit shall be referred to arbitration per this Agreement.

A demand for arbitration shall be submitted to National Arbitration and Mediation ("NAM"). Any arbitration, pursuant to this Agreement, will be conducted by a single neutral arbitrator according to the most recent version of the NAM Employment Rules and Procedures, including the procedures for selecting an arbitrator. NAM shall give each party a list of seven (7) potential arbitrators from its panel of employment arbitrators and each party shall be allowed to strike names from the list of potential arbitrators pursuant to the rules and procedures established by NAM.

The arbitrator shall apply the substantive law of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. Should any section, subsection or portion of this Agreement be held unreasonable or unenforceable by an arbitrator or court of competent jurisdiction, such decision of the court shall apply only to the specific section, subsection or portion involved and shall not invalidate the remaining sections or portions of this Agreement.

Discovery is available in arbitration and shall be conducted in accordance with NAM's rules and procedures. Any decision or award issued by the arbitrator must be in writing, setting forth the findings and conclusions on which the award is based. The arbitrator has the authority to provide for all the types of relief that would otherwise be available in court.

The arbitrator's decision will be final and binding. A party's right to appeal the decision is limited to grounds provided under applicable federal or state law. The arbitrator, however, shall not have the authority to render a decision which is inconsistent with the law.

**DISPUTE RESOLUTION AGREEMENT (page 2 of 2)**

The arbitrator and the parties shall maintain the confidentiality of any proceedings under this Agreement, including, but not limited to, any and all information gathered, prepared, and presented for purposes of the arbitration or related to the claim(s) therein. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the applicable law provides to the contrary.

The parties to this Agreement agree to split the costs of any arbitration proceeding, unless applicable state law requires otherwise and, should applicable state law require otherwise, this Agreement will be construed in accordance therewith. Unless provided otherwise, the remainder of this Agreement and the terms therein, the interpretation and enforcement of the Agreement, and the conduct and review of all arbitration proceedings will be governed by the Federal Arbitration Act. Each party may be represented by an attorney or other representative and each party shall be responsible for its own attorneys' or representative's fees.

Should any portion of this Agreement be found to be unenforceable, such portion will be severed from this Agreement, and the remaining portions shall continue to be enforceable.

Chickasaw Electric's agreement to consider the application and/or Chickasaw Electric's offer of employment to the applicant; the promise by the applicant to arbitrate differences, rather than litigate them before courts or other bodies; and the promises by Chickasaw Electric and the applicant to be bound thereby, provide consideration for this Agreement.

The applicant and Chickasaw Electric waive any constitutional right to have any dispute between them covered by the terms of this Agreement decided by a court of law and/or by a jury in a court proceeding and/or by any administrative agency.

This Agreement expresses the entire agreement of the parties with regards to dispute resolution and there are no other agreements, oral or written, concerning arbitration, except provided herein. This Agreement is not, and shall not be construed to create any contract of employment, for any specific duration, either express or implied.

The applicant acknowledges that he/she has carefully read this Agreement, understands its terms, and agrees that all understandings and agreements between Chickasaw Electric and the applicant relating to the subjects covered in this Agreement are contained herein. The applicant has voluntarily entered into the Agreement without reliance on any provisions or representations by Chickasaw Electric, other than those expressly contained herein.

Agreed:

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Applicant Name (Print)

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Applicant Name (Signature)

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Date

For Chickasaw Electric Cooperative:

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Name/Position