# **APPLICATION FOR EMPLOYMENT**



# Air Conditioning Services & Energy Solutions

An EMCOR Company

# **Equal Employment Opportunity Policy**

EMCOR Group, Inc. is deeply committed to a policy of equal employment opportunity for all its job applicants and employees. We seek to employ qualified persons in all job classifications and to administer all personnel actions affecting our employees without discrimination on the basis of race, color, religion, sex, pregnancy, age, national origin, sexual orientation, gender identity, political ideology, ancestry, or genetic information. Individuals with a disability, disabled and other protected veterans and any other characteristic protected by applicable law will be given the fullest consideration for employment in positions for which they are qualified. We also are committed to making reasonable accommodations for qualified individuals with a disability as well as abiding by any and all state and local laws, which, in addition to the above, prohibit discrimination in any form.

#### **APPLICATION DIRECTIONS**

Complete all sections of the application, even if the entries duplicate information in your resume or other documentation. Resumes and other documents <u>are NOT</u> accepted in place of the information requested on this application. In order to be considered valid, all sections must be completely filled out. Be sure to sign and date the form.

PERSONAL INFORMATION (please print)						
Last Name	First Name, Middle Initial	Home Phone	Cell Phone			
Present Address (Str	eet, Apartment Number)	City, State, Zip	Personal Email			
How long have you li	ved at this address?					
Previous Address (St address less than 3 ye	reet, Apartment Number) if at present ears:	City, State, Zip	How long did you live at this address?			

# EMPLOYMENT DESIRED

Position for which you are applying:					
Salary desired $\square$ Hourly $\square$ Weekly or $\square$ Annually					
How did you learn of this opening?	What type of work are you seeking?				
Advertisement			Full-time		Part-time
Referred by			Regular		Temporary
Other		<u>If part-</u>	time:		If temporary:
		Days			Weeks
If hired, date you can start		Hours			Months

#### **WORK HISTORY**

(List most recent job first) Be sure to account for all information requested in the Work History section of this application (be sure to include the last seven years of employment history). May we contact your current employer? Yes  $\Box$  No  $\Box$ 

Job Responsibilities _	 		

EMCOR Application for Employment Revision Date: 11-9-18 FIRMWIDE:165621843.1 084330.1036

		Job Responsibilities	)	
Reason for Lea	wing			
Name and address o	of Employer			
		Job Responsibilities	)	
Reason for Lea				
Name and address o	of Employer			
		Telephone No. ( Job Responsibilities	)	
Reason for Lea	wing			
Name and address o	of Employer			
Position		Job Responsibilities	)	
Reason for Lea	wing			

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# **EDUCATIONAL INFORMATION**

School	Name & Address of School	Did you Graduate?	List Diploma, Degrees, Professional Licenses, Certifications
High School		Yes 🗆 No 🗆	
College (Undergraduate)		Yes 🗆 No 🗆	
College (Graduate School)		Yes 🗆 No 🗆	
Other (i.e. vocational or trade schools, apprenticeship, etc.)		Yes 🗆 No 🗆	

## GENERAL BACKGROUND

Describe any special skills, experience, military service, education, or training you consider especially applicable to the position for which you are applying.

# **OTHER INFORMATION**

Were you previously employed by EMCOR or any of its subsidiaries? Yes  $\Box$  No  $\Box$  If yes, where and when?

Are you subject to a non-competition agreement or other agreement that would preclude or restrict your employment with Hill York? Yes  $\Box$  No  $\Box$  If yes, please describe below:

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

(If under 18 years of age, applicant will be required to submit a work certificate if required by the State in which the applicant will be employed, if offered employment.)

If offere	d employment	by Hill York	would you b	e legally	eligible to l	begin empl	oyment im	mediately?
Yes 🗆	No 🗆							

Will you need any immigration-related support or sponsorship from Hill York in order to begin or continue employment with Hill York? If you are currently on an F-1, H-1 or any other temporary work visa and have no alternate form of work authorization you should mark "Yes" to this question and complete the section below:

Yes 🗆 No 🗆

If "Yes" please the type of sponsorship required (if known)

#### **DRIVING INFORMATION**

**Type of Sponsorship Required** 

(If applying for a job that requires driving) Do you have a current and valid state drivers' license? Yes D No D

Has your license been revoked or suspended in the last three years for a DUI or DWI? Yes  $\Box$  No  $\Box$ 

## **PRE-EMPLOYMENT STATEMENT**

I hereby certify that the information provided on this application (and accompanying resume or other documentation, as applicable) is true and complete to the best of my knowledge. I understand that any falsified information or significant omissions in the hiring process may disqualify me from further consideration for employment and may be considered justification for termination if discovered at a later date.

I acknowledge that I have received and reviewed the attached Alternative Dispute Resolution Agreement.

I understand that my employment is at will, and that I have no express or implied contract with the Company concerning the terms and conditions of my employment. Both the Company and I have the right to terminate the employment relationship at any time, with or without cause, and with or without notice. I further acknowledge that I have not relied, or will not rely, upon any representations to the contrary, either in accepting employment with the Company or in continuing my employment with the Company. Also, the Company has the right to modify any policies adopted by the Company, and such policies do not create any contractual commitments by the Company.

I understand that according to federal law all individuals who are hired must, as a condition of employment, produce certain documentation to verify their identity and U.S. citizen status or, if aliens, their legal authorization to work in the U.S. As a consequence, I understand that any offer of employment would be contingent on my ability to produce the required documentation within the time period required by law.

I understand that the Company may not ask me or require me to disclose my current or past salary, wages, benefits or other compensation if I am applying for a job working in the following jurisdictions as of the dates indicated: Puerto Rico (3/8/17), Oregon (10/6/17), New York City (10/31/17), Albany (11/9/17), Delaware (12/14/17), California (1/1/18), San Francisco (7/1/18), Massachusetts (7/1/18), Connecticut (1/1/19) and Hawaii (1/1/19). However, in the following jurisdictions, the Company may verify my past compensation as follows: (1) if I voluntarily disclose it (New York City, Massachusetts); (2) after an offer with compensation is made (Oregon, Albany); (3) after a salary is negotiated and an offer made (Puerto Rico, Massachusetts); or (4) after an offer is made and accepted (Delaware).

Signature

Date of Application

## ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

HILL YORK SERVICE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES (HEREAFTER THE "COMPANY") AND EMPLOYEE MUTUALLY AGREE THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ALL CLAIMS ARISING OUT OF OR RELATED TO EMPLOYEE'S APPLICATION FOR EMPLOYMENT, EMPLOYMENT, AND SEPARATION OF EMPLOYMENT WITH THE COMPANY, WILL BE DECIDED BY A SINGLE ARBITRATOR THROUGH ARBITRATION AND NOT BY A JUDGE OR JURY ("ADR Agreement" or "Agreement"), under the Employment Arbitration Rules of the American Arbitration Association ("AAA Rules"), available upon request or on the internet at www.adr.org/employment. Disputes will be decided by mutual, binding and individual arbitration governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*). The Company and Employee waive any right for any dispute to be brought, heard, decided, or arbitrated as a class action or collective action and the arbitrator will have no authority to preside over any class and/or collective action ("Class Action Waiver").

By way of example and without limitation, except as otherwise provided below, this Agreement covers claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Pregnancy Discrimination Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act, Older Workers Benefits Protection Act of 1990, the Fair Credit Reporting Act, the Fair Labor Standards Act, the California Labor Code, the Worker Adjustment and Retraining Notification Act, the Genetic Information Non-Discrimination Act, the Uniformed Services Employment and Reemployment Rights Act, and any other federal, state or local statutes addressing the same or similar subjects.

Any dispute regarding the interpretation, applicability, or enforceability of this ADR Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable will also be resolved by an arbitrator—and not a court. The preceding sentence does not apply to the Class Action Waiver, and regardless of anything else in this Agreement and/or the AAA Rules that now apply or any modifications to those rules, any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable, may be determined only by a court of competent jurisdiction and not by an arbitrator. The Company agrees to pay the fees and costs of arbitration pursuant to the AAA Rules.

This ADR Agreement does not cover any claims for workers' compensation benefits, state disability insurance, or unemployment insurance benefits. Nothing in this Agreement affects the rights or obligations of any employee, employer, or union under a collective bargaining agreement; in the event of a conflict between this Agreement and a valid collective bargaining agreement, the collective bargaining agreement will control. Further, nothing in this Agreement prevents an individual from filing a claim or complaint with governmental administrative agencies, including without limitation, the Equal Employment Opportunity Commission and National Labor Relations Board, and the Company will not retaliate against anyone for filing any such claim or complaint. This Agreement shall survive the termination of Employee's employment and applies to covered claims regardless of their date of accrual.

This ADR Agreement is not a mandatory condition of your employment, nor is it an offer of employment. You may submit a statement notifying the Company that you wish to opt out and not be subject to this Agreement. Your decision to be bound or not bound is entirely voluntary. In order to opt out, you must send an email to employee\_opt\_out@emcor.net stating (i) your first and last name, (ii) your employee ID number *or* the last 4 digits of your SSN (at your option), and (iii) your intention to opt out of this Agreement. In order to be effective, your opt-out notice must be provided within 30 days of the first day of your employment, if you are offered and accept employment. If you opt out as provided in this paragraph, you will not be subject to any adverse employment action as a consequence of that decision and may pursue available legal remedies without regard to this Agreement. If you do not opt out within 30 days of your first date of employment, continuing your employment constitutes mutual acceptance of the terms of this Agreement by you and the Company. You have the right to consult with counsel of your choice concerning this Agreement.