



NIAGARA BOTTLING, LLC – APPLICATION FOR EMPLOYMENT

Date of Application: _____

Name _____
Last First Middle Maiden

Any other names you have used in the last seven years: _____

Current address _____
Street City State Zip

Telephone: () _____ Alternate Number: () _____

Position applying for: _____ Min. salary or hourly rate expected: _____

If hired, what days and hours are you available to work? _____

If hired, what days and hours will you **not** be available to work, if any? _____

If hired, will you continue to work for another employer? ___ Yes ___ No If yes, please explain:

Have you ever applied to or worked for Niagara? ___ Yes ___ No If yes, please state the position(s) and dates:

Do you have any friends/relatives working for Niagara? ___ Yes ___ No If yes, please state the name(s) and your relationship:

How did you hear about this position?

Were you referred by a current Niagara employee? ___ Yes ___ No If yes, please state the name(s) and your relationship:

If hired, can you present evidence of your U.S. citizenship or proof of your legal right to live and work in this country?
___ Yes ___ No

If a Driver's License is required for the position for which you are applying, please complete the following:

DL number _____ Issuing State: _____ Expiration Date: _____

Has your DL ever been suspended or revoked? ___ Yes ___ No If yes, please explain:

List all traffic violations you received in the last three (3) years:

Are you able to perform the essential functions of the position for which you are applying, either with or without reasonable accommodation? ___ Yes ___ No

Note: Niagara will make reasonable accommodations for eligible applicants/employees to perform essential job functions. Employment offer may be conditioned upon passing a medical examination and/or skill and agility tests.

Have you been convicted of (or pleaded guilty or *nolo contendere* to) a crime within the last ten (10) years? (Do not identify marijuana-related convictions occurring more than 2 years ago, convictions for which the criminal record has been expunged, sealed or eradicated by the court, or misdemeanor convictions for which any probation has been completed and the case dismissed by the court.) ___ Yes ___ No If yes, please explain each conviction, the court, the date and disposition:

Note: (No applicant will be denied employment solely on the grounds of conviction of a criminal offense. The nature of the offense, the date of the offense, the surrounding circumstances and the relevance of the offense to the position(s) applied for may, however, be considered.)

Education and Training

TYPE OF SCHOOL	NAME OF SCHOOL	LOCATION	NUMBER OF YEARS COMPLETED	DEGREE OBTAINED/MAJOR
High School				
College				
Bus. or Trade School				
Professional School				

Special Skills

Special training, software or programs mastered by you that you would like us to consider (in answering the following, you may omit those which indicate your race, color, religion, sex, marital status, sexual orientation, national origin, ancestry, age or the existence of a disability):

Personal References

Please list two personal references other than relatives or previous employers:

Name _____	Name _____
Position _____	Position _____
Company _____	Company _____
Address _____	Address _____
_____	_____
Telephone () _____	Telephone () _____
Years acquainted _____	Years acquainted _____

Experience

Please list present and past employment within the last ten (10) years, or otherwise relevant to the position for which you are applying, beginning with your most recent employer. Please account for all periods of time, including unemployment, self-employment and unpaid or volunteer work experience, if any. **Please complete this section, even if you are attaching a resume.**

Do you authorize Niagara to contact previous employers? ___ Yes ___ No If yes, please initial here: _____

1. Name of Current/Most Recent Employer:	Name & Title of Last Supervisor	Employment Dates	Wage or Salary
Complete Address:		From:	Start:
		To:	Final:
Telephone: () _____	Your Last Job Title:		

Reason for leaving: ___ Termination ___ Resignation ___ Other

Explain:

List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked for this employer:

2.Name of Employer:	Name & Title of Last Supervisor	Employment Dates	Wage or Salary
Complete Address:		From:	Start:
		To:	Final:
Telephone: ()	Your last job title:		
Reason for leaving: <input type="checkbox"/> Termination <input type="checkbox"/> Resignation <input type="checkbox"/> Other			
Explain:			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked for this employer:			
3. Name of Employer:	Name & Title of Last Supervisor	Employment Dates	Wage or Salary
Complete Address:		From:	Start:
		To:	Final:
Telephone: ()	Your last job title:		
Reason for leaving: <input type="checkbox"/> Termination <input type="checkbox"/> Resignation <input type="checkbox"/> Other			
Explain:			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked for this employer:			
Please read carefully, initial each paragraph and sign below:			
_____	The answers and information that I have provided on this application and accompanying resume, if applicable, are accurate to the best of my knowledge and may be verified by Niagara. I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the answers given by me are true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement of material fact on this application or on any document used to secure employment shall be grounds for rejection of this application and/or for immediate discharge if I am employed, regardless of the time elapsed before discovery.		
_____	I hereby authorize Niagara to thoroughly investigate my references, work record, education, record of criminal convictions and other matters related to my suitability for employment. I authorize all persons, schools, companies and organizations named in this application to disclose to Niagara any and all letters, reports and other information in their possession related to my work records, without giving me prior notice of such disclosure. In addition, I hereby release all parties, including Niagara, from any and all damage, claims, demands or liabilities arising out of or in any way related to such investigation or disclosure. (No applicant will be denied employment solely on the grounds of conviction of a criminal offense. The nature of the offense, the date of the offense, the surrounding circumstances and the relevance of the offense to the position(s) applied for may, however, be considered.)		
_____	I understand and agree that Niagara may obtain and/or evaluate for employment purposes matters of public record, which may concern my character, characteristics, general reputation, or mode of living. I understand that if I am not hired as a result of such information, I am entitled to a copy of such records. However, if I am hired or the reason I am not hired is unrelated to the content of the public records, I hereby waive any right I may have to receive a copy of any public record so obtained pursuant to California Civil Code Section 1786.53.		

_____ I understand and agree that if a position with Niagara is offered, I agree to conform to the rules, regulations policies and procedures of Niagara, including, but not limited to an Employee Confidentiality Agreement. Further, I understand and agree that adherence to all Niagara policies and procedures are a condition of employment with Niagara.

_____ I understand and agree that if an offer of employment is made it may be contingent upon successfully passing a job-related medical examination (i.e. the examination must have a reasonable relationship to the work to be performed). I understand and agree that participation in such a medical examination is a condition of employment with Niagara. I fully release Niagara, its employees and agents and examining physicians from all liability related to such exam and to any decision by Niagara concerning my employment based on this exam.

_____ I understand and agree that in order to enforce its policy against the sale, distribution, possession, or use of illegal drugs and alcohol, Niagara may implement random and/or reasonable suspicion drug and alcohol tests of its employees. I understand and agree that if an offer of employment is made it may be contingent upon successfully passing a drug and alcohol test. Specifically, the test results must be negative for any use of drugs or alcohol. I understand and agree that participation in such a drug and alcohol test is a condition of employment with Niagara. In addition, Niagara employees who drive commercial vehicles are subject to drug and alcohol testing mandated by Department of Transportation regulations, which may include random testing. I understand and agree that participation in such a drug and alcohol test is a condition of employment with Niagara. I fully release Niagara, its employees and agents and examining physicians from all liability related to such testing and to any decision by Niagara concerning my employment based on such testing.

_____ I understand and agree to submit to binding arbitration with the American Arbitration Association (AAA) of all disputes and claims arising out of the submission of this application. This agreement will be the exclusive method to resolve all disputes or controversies that Niagara or I may have, whether or not arising out of my employment or termination of that employment with Niagara. THE AGREEMENT TO ARBITRATE CONSTITUTES A WAIVER OF ANY RIGHT THAT I OR NIAGARA MAY HAVE TO LITIGATE ANY CLAIM IN COURT IN A JUDGE OR JURY TRIAL.

_____ I understand and agree that nothing contained in the application, conveyed during any interview or communication that may be granted or during my employment, if hired, is intended to create an employment contract between Niagara and me and shall not alter the "at-will" nature of my contemplated employment with Niagara. I understand and agree that if I am employed, I have the right to terminate employment at any time, WITH OR WITHOUT CAUSE OR PRIOR NOTICE, and that Niagara has a similar right. I understand and agree that if hired, employment is at-will and the terms and conditions of employment may be changed with or without cause or advance notice including, but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties and location of work. I understand and agree that if hired, my status as an "at-will" employee may not be changed except in a writing signed by Niagara's General Counsel. Accordingly, I understand that no supervisor or other representative of Niagara, other than Niagara's General Counsel, has any authority to enter into any agreement for employment for any period of time.

By signing below, I certify that I have completed the entire application to the best of my ability, have carefully read the foregoing statements, agree to their terms and understand that Niagara is relying on any and all of the foregoing representations, promises and releases in considering me for employment. I understand that any misrepresentation, falsification or material omission of the information provided herein, may result in Niagara's refusal to consider me for employment, or if I have been hired, my immediate termination.

Signature of Applicant: _____ **Date:** _____

Niagara is an equal opportunity employer. It is the Company's policy to provide equal opportunity to all persons without regard to age, race, gender, color, religion, sex, pregnancy or related condition, marital or veteran status, sexual orientation, national origin, citizenship, disability, or any other characteristic protected by federal, state or local laws. This policy covers all facets of employment including, but not limited to, recruitment, training, selection, promotions, transfers, compensation, demotions, terminations and all aspects of employment.

Your completed application shall remain on file for two (2) years. Niagara may require resubmission of a new application after sixty (60) days from the date of this application and/or a material change in the applicant's information.