

Tilman Construction, LLC
P.O. Box 25331, Christiansted, VI 00824

EMPLOYMENT APPLICATION

Office Use Only
Employee # _____
Supervisor _____

We are an equal opportunity employer, which means that during the interview process and employment, applicants and employees are treated without discrimination based on race, color, religion, gender, age, national origin, handicap or marital status or disability. We only hire individuals authorized for employment in the United States. Filling out an application does not create an employment relationship between TILMAN CONSTRUCTION, LLC and you.

Instructions: In filling out your application you are requested to furnish complete and accurate information concerning your employment. All applications are verified. A false or incomplete application will not be considered and can be used as reason for discharge.

Name: _____ Social Security# _____ - _____ - _____

Mailing Address: _____

Physical Address: _____

Telephone: (_____) _____ - _____ (day) (_____) _____ - _____ (evening)

Position applying for: _____

Work Experience:

1. _____

2. _____

Previous Employer and Supervisor Name:

1. _____

2. _____

Qualifications: (job-related training courses, skills, certificates and licenses)

Have you ever been employed by our company before? Yes____ No____
If yes, what dates and positions?

Have you previously applied for employment at our company? Yes____ No____
If yes, what dates?

Are you over age 18? Yes____ No____

Are you legally authorized to work in the United States? Yes____ No____

Is a completed I-9 form attached? Yes____ No____

If you wish to be considered for employment with TILMAN CONSTRUCTION, LLC a signed copy of the Dispute Resolution Agreement must accompany this application. The Dispute Resolution Agreement affects your legal rights. You should familiarize yourself with the agreement before signing and you may wish to seek legal advice. You may take the agreement with you to review but if you wish to continue the application process you must return a signed copy of the agreement with this application.

Does a signed copy of the Dispute Resolution Agreement accompany this application? Yes____ No____

I certify that the to the best of my knowledge and belief all of the information on and attached to this application is true, correct, complete and made in good faith. I understand that false or fraudulent information on or attached to this application may be grounds for not hiring me or firing me after I begin work. I understand that any information given may be investigated.

Signature

Date

NOTICE TO ALL APPLICANTS

If you wish to be considered for employment with TILMAN CONSTRUCTION, LLC (“TILMAN CONSTRUCTION, LLC”), you must read and sign the following Dispute Resolution Agreement. Your application will not be considered until you have signed the Agreement. If you desire to do so, you may take this document with you to review. You may consult with an attorney or other advisor prior to signing this Agreement. You must, however, return a signed copy of the Agreement with your application if you wish to continue the application process.

Dispute Resolution Agreement

I recognize that differences may arise between TILMAN CONSTRUCTION, LLC and me in relation to my application for employment or any possible subsequent employment. Both TILMAN CONSTRUCTION, LLC and I agree to resolve any and all claims, disputes, or controversies arising out of or relating to my application or candidacy for employment, the terms and coalitions of any offer of employment, the relationship between me and TILMAN CONSTRUCTION, LLC, any termination of my employment with TILMAN CONSTRUCTION, LLC, my presence at real property owned, leased, possessed or controlled by TILMAN CONSTRUCTION, LLC or any job site at which TILMAN CONSTRUCTION, LLC is employed, or any related matter, exclusively by final and binding arbitration before a neutral arbitrator pursuant to the American Arbitration Association’s (“AAA”) *National Rules for the Resolution of Employment Disputes*, a copy of which is available at www.adr.org or from TILMAN CONSTRUCTION, LLC. The Claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for any breach of contract or covenant, express or implied; tort claims, including claims for personal injury, bodily injury, or property damage (including without limitation claims for defamation); claims for wrongful discharge; claims for discrimination, including but not limited to discrimination based upon race, sex, religion, national origin, age, marital status, handicap, disability or medical condition; and claims for violation of any federal, territorial, or other governmental constitution, statute or regulation. All claims must be filed within the time limit established by the applicable statute of limitations for actions at law. This agreement extends to disputes with or claims against TILMAN CONSTRUCTION, LLC, other contractors or subcontractors employed by TILMAN CONSTRUCTION, LLC or otherwise employed at any work site at which TILMAN CONSTRUCTION, LLC is employed, and any of their related or affiliated companies, entities, employees or individuals of TILMAN CONSTRUCTION, LLC or such other companies, including officers, directors, agents, attorneys, general or limited partners, members, employees, servants, and insurers (all as intended third party beneficiaries of this Agreement).

AAA’s National Rules will govern the allocation of costs and expenses except as otherwise agreed and set forth below. If I initiate arbitration by submitting a written claim to TILMAN CONSTRUCTION, LLC, I will be responsible for a \$50 filing fee payable to AAA. TILMAN CONSTRUCTION, LLC (and/ or any intended third party beneficiary) will be responsible for the balance of the filing fee charged by AAA as well as AAA’s daily administrative fees, the cost of the hearing location, and the compensation and travel expenses of the Arbitrator.

I understand that neither this Agreement nor any other document guarantees employment or continues employment with TILMAN CONSTRUCTION, LLC. I further understand that my signature to this agreement in no way guarantees that TILMAN CONSTRUCTION, LLC will accept my application for employment. Nothing in this agreement shall be construed as prohibiting me from filing an administrative charge of discrimination, an unfair labor practice charge, or other claim for relief with the Equal Employment Opportunity Commission, the National Labor Relations Board, Virgin Islands Department of Labor, or any other government administrative agency acting pursuant to federal, state, or territorial law.

Special Note: This agreement and the other documents referenced above affect your legal rights. You should familiarize yourself with all rules and procedures before signing this Agreement. You may wish to seek legal advice before signing this agreement.

By signing below, I agree to be bound to this Agreement. I understand that I must arbitrate all claims as described herein, that I may not file a lawsuit in court and that I am waiving my right to trial by jury on all claims encompassed by this Agreement.

(authorized signature)
Signature

TILMAN CONSTRUCTION, LLC

Print Name

Date

Social Security Number

**Tilman Construction, LLC
PO Box 25331, Christiansted, VI 00824**

NEW HIRE FORM

Name: _____
(first) (middle/initial) (last)

Social Security# _____ - _____ - _____ Perm. Resident Alien# _____

Mailing Address: _____

Physical Address: _____

Telephone Number: (_____) _____ - _____ (day) (____) _____ - _____ (evening)

Hire Date: _____ Position: _____

Rate of Pay: _____ (standard) _____ (overtime)

In case of emergency notify: _____ (Name) _____ (telephone number)

Optional Information

The following information is not required. It is requested to assist the company with compiling statistical demographic information to insure compliance with all equal employment laws.

Sex: Female Male

Race: White Hispanic Amer.Indian Black Asian/Pacific

Handicap: Yes No

Veteran Status: None Disabled Veteran Non-Disabled Vietnam Veteran

Disabled Veteran Non-Disabled Veteran

Citizenship: USA Other _____

Date of Birth: _____
MM/DD/YY

Birthplace: _____
(City, State)

Marital Status: Married Single Children/Dependents (#of): _____

Any Previous Last Name(s): _____

The Following Safety Equipment will be issued one time at company expense.

Helmet

Safety Glasses

Gloves

Safety Goggles (If needed)

If the employee loses any of the items, its replacement and cost thereof will be deducted from his pay check.

Gloves will be replaced without charge if the old pair is turned in.

Each employee is responsible for his own work shoes. Tennis shoes will be allowed only with the approval of Tilman's safety officer and the project manager. Tee shirts and full-length pants are required.

Lack of any safety item will be cause for the employee to be sent home for the day. Misuse or abuse of equipment will be cause for dismissal.

Job Site Administration: You are expected to keep your area of work free of debris. This includes garbage generated from lunch breaks. Break down boxes before putting them in the receptacles. Violation of this rule may result in the dismissal of the employee.

Employee Signature _____

Date _____

COMPANY POLICY

HOLIDAYS

THE COMPANY RECOGNIZES THE FOLLOWING PAID HOLIDAYS FOR EMPLOYEES WHO HAVE BEEN EMPLOYED CONTINUOUSLY FOR TWO (2) YEARS OR LONGER.

NEW YEARS EVE ½ DAY

NEW YEARS DAY

GOOD FRIDAY

JULY 4TH

THANKSGIVING DAY

THANKSGIVING 2ND DAY

CHRISTMAS EVE ½ DAY

CHRISTMAS DAY

ELECTION DAY

THE COMPANY WILL ALLOW ALL ELIGIBLE EMPLOYEES UP TO (2) HOURS ON VIRGIN ISLANDS ELECTION DAY WITHOUT LOSS OF PAY TO GO TO THE POLLS TO CAST THEIR BALLOTS. EMPLOYEES MUST HOWEVER FURNISH A SIGNED RECEIPT SHOWING THAT THEY DID IN FACT VOTE AT THE POLLS.

WORK WEEK

REGULAR HOURS OF WORK SHALL BE EIGHT (8) HOURS PER DAY AND (40) FORTY HOURS PER WEEK. HOURS WORKED IN EXCESS OF (8) HOURS PER DAY, OR IN EXCESS OF (40) HOURS PER WEEK, OR IN A SIXTH OR SEVENTH CONSECUTIVE DAY IN A CALENDER WEEK SHALL BE COMPENSATED AT THE RATE OF ONE AND ONE-HALF (1 ½) TIMES THE REGULAR BASE RATE OF PAY.

FOR ALL NEW EMPLOYEES THERE IS A PROBATIONARY PERIOD OF (90) DAYS FROM THE HIRED DATE FOR EVERYONE.

TOOLS

EMPLOYEES MAY BE ISSUED TOOLS NECESSARY TO PERFORM ASSIGNED TASKS. IF THESE TOOLS ARE ISSUED, EACH EMPLOYEE IS RESPONSIBLE FOR THE CARE AND SAFEKEEPING OF THOSE TOOLS ISSUED TO HIM OR HER. IN THE EVENT THAT TOOLS ISSUED ARE LOST OR MALICIOUSLY DESTROYED, THE EMPLOYEE TO WHOM THE TOOLS WERE ISSUED WILL BE CHARGED WITH THE REPLACEMENT VALUE OF THOSE TOOLS AND SUCH CHARGE DEDUCTED FROM WAGES OTHERWISE PAYABLE TO EMPLOYEE. TOOLS RENDERED UNFIT FOR USE THROUGH NORMAL WEAR AND TEAR WILL NOT BE CHARGED TO THE EMPLOYEE.

CERTAIN POSITIONS WILL REQUIRE EMPLOYEES TO HAVE THEIR OWN TOOLS. IF THEY DO NOT PROVIDE THESE TOOLS, THEY MAY BE TERMINATED, OR THEY

MAY PURCHASE TOOLS FROM THE COMPANY AT AN ESTABLISHED PRICE,
WHICH CAN BE DEDUCTED FROM EMPLOYEES PAY.

I HAVE READ THE FOREGOING POLICY AND AGREE TO THE TERMS THERE AS A
CONDITION OF EMPLOYMENT.

Employee Name

Date



St. Croix, St. Thomas, & St. John, USVI

PO Box 25331 Gallows Bay

St. Croix, USVI 00824

Phone: (340)-201-8441/ 778-4786

Email: Austin@Tilmanvi.com

Memo

To: ALL EMPLOYEES

From: CORPORATE OFFICE

Date: 09/29/2017

Re: ALCOHOL OR ILLEGAL DRUG USE

Message

USE OF ALCOHOL OR ILLEGAL DRUGS DURING WORK HOURS IS STRICTLY PROHIBITED. TILMAN CONSTRUCTION, LLC EMPLOYEES FOUND USING ALCOHOL OR ILLEGAL DRUGS DURING WORK HOURS ARE SUBJECT TO IMMEDIATE DISMISSAL.

I HAVE READ THE ABOVE MEMO.

SIGNED,

Employee

Date

TILMAN CONSTRUCTION, LLC

DATE: _____

NEW HIRE/ REHIRE APPROVAL FORM

- **EMPLOYEE NAME:** _____

- **WAGE RATE:** _____

- **JOB CLASSIFICATION:** _____

- **JOB NUMBER:** _____

- **SUPERVISOR:** _____

- **COMMENTS:** _____

APPROVED BY AUSTIN BROWN:

DATE:-

This form must be completed and approved in writing to Austin Brown prior to hiring any employee in order for that employee to be added to payroll.