

LOVELESS

COMMERCIAL CONTRACTING, INC.

1821 State Street

Cayce, South Carolina 29033

803/796-5551 fax 803/796-5030

At-Will Employment Application

Prospective employees will receive consideration without discrimination due to race, creed, color, sex, age, national origin, or handicap.

Loveless Commercial Contracting is an Equal Opportunity Employer.

Last Name	First Name	Middle Initial	Date of Birth
Address	City	State	Zip Code
Home Phone	Other Phone (Mobile, Pager)	In Case of Emergency Notify - Name/Relationship/Phone	
Position Desired	Sex (Circle one) Male Female		Marital Status
	Do you have carpenters Hand Tools?		Will you work overtime?
Pay Expected	Do you understand that job locations may require travel?		Are you over 18 years old?
	Social Security Number	Are you legally eligible for employment in the U.S.?	
		Height	
		Weight	

EMPLOYMENT: Please give accurate, complete full & part time employment record. Start with present or most recent employer.

Company Name	Telephone	Supervisor
Address	Weekly Pay Starting Ending	
	Employed (State Month & Year)	
Job Title & Description of Work	From To	
	Reason for leaving	

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Address	Weekly Pay Starting Ending	
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Job Title & Description of Work	From To	
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Address	Weekly Pay Starting Ending	
	Employed (State Month & Year)	
Job Title & Description of Work	From To	
	Reason for leaving	

Special Skills, Training and/or Schools

MILITARY: Complete this section if you served in the US Armed Forces

Branch of Service	Period of Active Duty From To	Rank at Discharge
Describe your duties and any special training		

EDUCATION:

High School - Name & Address	Years Attended	Course of Study
College or Technical School	Years Attended	Course of Study

REFERENCES: List two personal references other than previous employers

Name	Telephone	Relationship
Name	Telephone	Relationship

Have you ever been bonded?	yes no	If yes, with what employer?
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Have you ever been convicted of a crime in the past ten years?
If yes, describe in full.

Have you received Workmen's Compensation or Disability Income pay?
If yes, describe in full.

Do you have any physical limitations or defects which preclude you from performing certain jobs?
If yes, describe in full.

I attest, under the penalty of perjury, that I am (check a box) and that the documents I have presented as evidence of identity and employment eligibility are genuine to me. I am aware that federal law provides for imprisonment and/or fine for any false documents in connection with this certificate.

_____ A citizen or national of the United States

_____ An alien lawfully admitted for permanent residence (Alien # _____)

_____ An alien authorized by the Immigration and Naturalization Service to work in the United States (Alien or Admission# _____)

Expiration of employment date _____

IMPORTANT

The undersigned applicant agrees that by the signature below, he or she, if hired, would be employed on a probationary basis for a period of six weeks from the date of hire. At that point in time, if not before, a decision will be made by the job superintendent and/or management whether employment status will convert to permanent or to terminate employment. In order to be considered for permanent status, the new hire must during the probationary period 1) have a 100% attendance record on a non-tardy basis, 2) have a clean safety record, and 3) exhibit an exemplary attitude to the work and Loveless' policies.

DRUG TEST AGREEMENT

The undersigned applicant agrees that by his or her signature below, the individual will be required to pay for the drug screen if testing provides positive results. This cost will be deducted from the undersigned's pay check.

HARD HAT/SAFETY GLASS AGREEMENT

This document states that all employees of Loveless Commercial Contracting, Inc. are responsible for the hard hats and safety glasses so used by them. Loveless will provide hard hats and safety glasses for all employees and amount of \$13.00 will be charged to their first paycheck. Same will hold in case for replacement of either item.

WRITTEN SAFETY PROGRAM/MSDS PROGRAM

The undersigned applicant, if hired, agrees by signature below that the Written Safety Program and Hazard Communication Program on that particular jobsite has been read and understood.

ACKNOWLEDGEMENT - PLEASE READ PRIOR TO SIGNING

I hereby declare the information provided by me in this Application for Employment is true, correct and complete to the best of my knowledge. I understand that if employed, any misstatement of omission of fact on this application shall be considered cause for dismissal. I authorize Loveless Commercial Contracting, Inc. to make and/or investigate a report whereby information is obtained through personal interviews with my neighbors, friends or other with whom I am acquainted. This inquiry, if obtained, may include information as to my character, general reputation, personal characteristics and mode of living. I understand I have the right to make a written request within a reasonable period to receive additional detailed information about the nature and scope of any such investigation.

Applicant's Signature _____ Date _____

Form W-4 (2009)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2009 expires February 16, 2010. See Pub. 505, Tax Withholding and Estimated Tax.

Note. You cannot claim exemption from withholding if (a) your income exceeds \$950 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tax return.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earner/multiple job situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or

dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

Nonresident alien. If you are a nonresident alien, see the Instructions for Form 8233 before completing this Form W-4.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the amount you are having withheld compares to your projected total tax for 2009. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent.	A	<u> </u>
B	Enter "1" if: <div style="display: inline-block; vertical-align: middle; border-left: 1px solid black; border-right: 1px solid black; padding: 0 5px;"> <ul style="list-style-type: none"> • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. </div>	B	<u> </u>
C	Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.)	C	<u> </u>
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return	D	<u> </u>
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above)	E	<u> </u>
F	Enter "1" if you have at least \$1,800 of child or dependent care expenses for which you plan to claim a credit (Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)	F	<u> </u>
G	Child Tax Credit (Including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. <ul style="list-style-type: none"> • If your total income will be less than \$61,000 (\$90,000 if married), enter "2" for each eligible child; then less "1" if you have three or more eligible children. • If your total income will be between \$61,000 and \$84,000 (\$90,000 and \$119,000 if married), enter "1" for each eligible child plus "1" additional if you have six or more eligible children. 	G	<u> </u>
H	Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ▶	H	<u> </u>
	For accuracy, complete all worksheets that apply. <ul style="list-style-type: none"> • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2. • If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$40,000 (\$25,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld. • If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below. 		

----- Cut here and give Form W-4 to your employer. Keep the top part for your records. -----

Form W-4 Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="margin: 0;">▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	OMB No. 1545-0074 <div style="font-size: 2em; font-weight: bold; text-align: center;">2009</div>
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1 Type or print your first name and middle initial.	Last name	2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code		
4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ <input type="checkbox"/>		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 <u> </u>
6 Additional amount, if any, you want withheld from each paycheck		6 \$ <u> </u>
7 I claim exemption from withholding for 2009, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ▶		

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.

Employee's signature (Form is not valid unless you sign it.) ▶	Date ▶	
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)	9 Office code (optional)	10 Employer identification number (EIN)

Read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Verification *(To be completed and signed by employee at the time employment begins.)*

Print Name: Last		First	Middle Initial	Maiden Name
Address (Street Name and Number)			Apt. #	Date of Birth (month/day/year)
City	State	Zip Code	Social Security #	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

- A citizen of the United States
- A noncitizen national of the United States (see instructions)
- A lawful permanent resident (Alien #) _____
- An alien authorized to work (Alien # or Admission #) _____ until (expiration date, if applicable - month/day/year)

Employee's Signature	Date (month/day/year)
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Preparer and/or Translator Certification *(To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.*

Preparer's/Translator's Signature	Print Name
Address (Street Name and Number, City, State, Zip Code)	
Date (month/day/year)	

Section 2. Employer Review and Verification *(To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)*

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____				

CERTIFICATION: I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) _____ and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name Melissa K. Quinn	Title Controller
Business or Organization Name and Address (Street Name and Number, City, State, Zip Code) Loveless Commercial Contracting Inc 1821 State St Cayce SC 29033		Date (month/day/year)

Section 3. Updating and Reverification *(To be completed and signed by employer.)*

A. New Name (if applicable)	B. Date of Rehire (month/day/year) (if applicable)
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C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.

Document Title: _____	Document #: _____	Expiration Date (if any): _____
I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.		
Signature of Employer or Authorized Representative		Date (month/day/year)

TERMS OF EMPLOYMENT

Employee Name _____	Date of Hire _____
Social Security # _____	Date of Birth _____
Address _____	

In compliance with Section 41-10-30 of the S.C. Code of Laws, 1976, as amended, you are hereby notified of the terms of employment:

1) Normal Hours of work: _____ full-time _____ part-time _____ seasonal
(i.e. number of range of hours) per week, day, other, etc. _____

2) Rate of pay: Hourly Rate\$ _____ Salary\$ _____ Commissions _____ Other _____

3) Payday is Weekly. Our pay period is Monday through Sunday, checks are issued Thursday evening. Place of payment is job-site, office, mail - individuals other than employee cannot pick up paychecks without prior notice.

4) Deductions to be made from wages such as, but not limited to, the items listed below under Payroll Deductions

Any changes in these terms shall be made in writing at least seven (7) days before they become effective.

ADDITIONAL TERMS

The following terms may be provided at the discretion of the employer in accordance with individual company policy.

- 5) Vacation policy _____
- 6) Paid Holidays _____
- 7) Sick leave policy _____
- 8) Other _____

PAYROLL DEDUCTIONS

- 1) Deductions for Federal and State withholding, Social Security, and Medicare may be deducted from your paycheck as required by State and Federal Law.
- 2) We will deduct, at the employee's written request, any savings amount to be deposited to the appropriate bank.
- 3) For any employee receiving advances in wages, we will deduct an agreed amount from their wages. The agreed amount must be in writing. Any overpayment of wages will be considered an advance and will be deducted.
- 4) Any employee owing this company and indebtedness and/or having possession of any company property upon separation may forfeit their final paycheck(s) or a portion there of to satisfy this indebtedness. If company property is not returned within a twenty-four (24) hour period, we will use your final paycheck(s) to cover this loss.
- 5) In the case of employees who are issued keys, these are to be returned immediately upon separation. If not we will re-key all locks and deduct the cost from your final paycheck(s).
- 6) Any employee who is discharged for any reason will not receive holiday, sick leave or vacation benefits.
- 7) Employees operating company vehicles involved in a chargeable accident may have the cost of the deductible portion of our insurance deducted from their wages. Not to exceed actual cost if less than deductible.
- 8) Any employee who incurs a personal debt against this company will be responsible for that debt. It may be deducted from your wages.
- 9) Employees handling company funds will be held equally responsible for shortages it may be deducted from your wages.
- 10) Employees using telephone equipment may be responsible for the replacement cost if the pager or phone is lost or damaged. It may be deducted from your check.
- 11) Employees using company credit cards and fail to follow posted company policy will be held responsible for the incurred debt(s). It may be deducted from your wages.
- 12) Employees who willfully destroy or damage any company and/or customers property will be held responsible. It may be deducted from your wages.
- 13) Employees who are issued company tools, materials or equipment, rather for use or transport, will be held responsible if lost, stolen, or destroyed. It may be deducted from your wages.
- 14) We will deduct from employees pay, when in writing, the following when applicable: hard hats, safety glasses, uniforms, saving account deposits, insurance, advances, tools.

Employee Signature & Date _____

Employer Signature & Date _____

**LOVELESS COMMERCIAL CONTRACTING, INC.
COMPANY POLICY**

- 1) Our company objectives are to produce a quality product at a reasonable profit. Complete customer satisfaction through our objectives is our goal.
- 2) All employees are responsible for obtaining their written job descriptions from the office and familiarizing themselves with their duties and responsibilities written therein.
- 3) All employees are responsible for their own personal belongings, tools, etc. Loveless Commercial Contracting, Inc., will not be held responsible for lost, misplaced or stolen items belonging to employees arising from theft or the like.
- 4) All employees must read, understand, and sign the Loveless Commercial Contracting, Inc., tool and equipment maintenance policy. These policies can be obtained at the office.
- 5) All materials, tools, and trucks provided for the employees are to be used for Loveless Commercial Contracting, Inc., work related activities only. All employees are prohibited to use them for personal or any other reasons not related to Loveless Commercial Contracting, Inc., work.
- 6) All employees are responsible to be at their job on time. Unexcused absenteeism and tardiness can lead to their termination without any warning. It is the responsibility of the employee to obtain, read, and understand the tardiness and absence policy available in each jobsite office, trailer or the assigned superintendent.
- 7) All employees are prohibited to make or have any outside business dealing with Loveless Commercial Contracting, Inc., clients, employees, subcontractors, or vendors without a written permission form from Mr. Kenneth B. Loveless.
- 8) Smoking is not allowed inside the main office at: 1821 State Street location.
- 9) All or any employees purchasing materials, tools, or supplies for the company or the current job they are working, must call the office for a purchase order number, fill out the purchase order paper work, distribute copies, get 3 comparable prices (if > \$20.00) and turn in their paper work on a daily basis.
- 10) All employees are prohibited from discussing their salaries or incentives with any members or employees of Loveless Commercial Contracting, Inc.
- 11) If any of Loveless Commercial Contracting, Inc., employees are caught stealing they will be prosecuted by the local authorities.

THESE POLICIES SHALL REMAIN IN EFFECT UNTIL CHANGED IN WRITING OR
SUPERSEDED BY POLICY FROM THE PRESIDENT

Kenneth B. Loveless

Date

Employee

Date