

Albina Co.

Employment Application for Production Worker

(An Equal Opportunity Employer)

Please review the entire application before you begin. Legibility, accuracy, organization and completeness are important.

Last name

First name

Middle initial

Address and telephone number where you can be contacted:

Job applied for: _____

Today's date: _____

Are you seeking: Full-time Part-time Temporary or Summer employment?

How soon are you available for employment? _____ How did you hear about Albina? _____

What shifts are you available to work? Day Swing Night Rotating

Education

Please list any education that qualifies you for the job for which you are applying. Provide names of schools, dates of enrollment (except for high school), cities and states.

Training

Have you completed any training or classes relevant to the job for which you are applying? (Examples: On-the-job safety training, military training, production training, etc.) Be specific.

Albina Co.

Special Skills Do you have any special skills or experiences that are relevant to the job for which you are applying? (Examples: Experience operating plant or office machines, computer skills, experience in warehouse jobs, skills in maintaining or repairing office or plant machines, etc.) Be specific.

Experience and Activities We want employees to advance. Describe any job experience, school or other activities that demonstrate your desire and ability to advance or learn new skills.

Have you ever worked for Albina before? Yes No If yes, when? _____
 In what job position(s)? _____

Work Experience			
Please list your work experience beginning with your most recent job held. If you were self-employed, give company name.			
Employer:	Name of last supervisor	Employment dates	
Address:		From	To
Phone:	Your last job title		
Reason for leaving			

Albina Co.

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

--	--	--	--

Employer:	Name of last supervisor	Employment dates	
Address:		From	To
Phone:	Your last job title		
Reason for leaving			
List jobs you held, duties performed, skills used or learned, advancements or promotions while you worked for this employer.			

Employer:	Name of last supervisor	Employment dates	
Address:		From	To
Phone:	Your last job title		
Reason for leaving			

Albina Co.

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

References

Please list three references who can provide us with information about your qualifications to perform the job for which you are applying. Business or job-related references are preferable.

Name	Address	Telephone	Occupation

May we contact your present employer? Yes No, because (Please state reason)

Certification

My signature below certifies that all information in this application is correct and complete to the best of my knowledge and belief and that I understand that providing false, inaccurate, incomplete or misleading information will result in refusal of employment or termination of employment if discovered after date of hire. I acknowledge that the company will verify the accuracy and completeness of the information I have provided and I authorize all entities and individuals identified or discovered during the company's hiring process to provide information regarding my employment, education, character and qualifications. I release all entities and individuals who provide information in accordance with this release from all liability for any damages that may result from furnishing information to the company. I understand that if I am employed, I must join the Union for which I am being hired and conform to the company's rules, policies and procedures.

I further understand that my employment with the Company shall be probationary for a period of six (6) months or Nine hundred Seventy Six (976) hours, and further that at any time during the probationary period my employment relation with the Company is terminable for any reason by either party.

Albina Co.

As an employee of Albina Co., you will have access to trade secrets, competitively sensitive confidential business information, and/or other proprietary company information. Therefore, a noncompetition agreement is required as a condition of your employment. The agreement is set forth in the attached CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT.

I also understand that (1) the Company has a drug and alcohol policy that provides for pre-employment testing as well as testing after employment; (2) consent to and compliance with such policy is a condition of my employment; and (3) continued employment is based on the successful passing of testing under such policy

Applicant's signature

Date

Albina Co.

COPY of CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

Successful applicants are expected to sign on first date of employment

This CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT (the “Agreement”) is made and entered into effective as of _____, (the “Effective Date”), by and between _____ (“Employee”) and Albina Pipe Bending Co., Inc. (“Employer”).

RECITALS

A. To further its business, Employer, through its employees, has developed and continues to develop proprietary information, techniques and contacts with existing and potential clients.

B. Employee and Employer desire to enter into an employment relationship during the course of which Employer will necessarily disclose its proprietary information, techniques and contacts to Employee and Employee may develop information, techniques and contacts on behalf of Employer, and will have access to certain information not generally known or available to the public relating to the business of Employer.

C. Employee agrees to enter into this Agreement in consideration of his employment with Employer, the compensation paid to Employee by the Employer, training, and other good and valuable consideration, the sufficiency of which is hereby acknowledged.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Protection of Business Interests and Confidential Information.

1.1 Confidential Information. “Confidential Information” includes trade secrets (as defined in the Uniform Trade Secrets Act) and, without limitation, any and all information, however derived and in whatever form the same may exist or be represented, of a confidential, proprietary, secret, sensitive or non-public nature that is, or may reasonably be expected to be, related to:

1.1.1 the planned, anticipated or actual business affairs of Employer including, without limitation, its operating know-how, marketing or business plans and financial strategies;

1.1.2 the financial history, structure, condition, affairs, plans, projections, expectations, successes or failures of Employer and any business, financial, commercial, and/or manufacturing, marketing, distribution, job shop, or materials processing ventures, activities or enterprises in which it has been, now is, or may at anytime hereafter during the term of Employee’s employment become, involved;

1.1.3 the identities of past, present or prospective suppliers, vendors, customers, clients and customer contacts, to the extent the identities of such individuals or entities is not generally known to persons not employed or acting on behalf of the Employer; and

1.1.4 the business and affairs of any past, present or prospective supplier, vendor, customer or client of the Employer and any other party(ies) with whom the Employer has cause or occasion to share or exchange information which if generally known to persons not employed or acting on

Albina Co.

behalf of the Employer or such client, prospective customer or other party(ies) would, or could reasonably be expected to, be inconsistent with the best interests of the Employer, such other party(ies), or both the Employer and such other party(ies).

Confidential Information includes information developed by Employee, alone or with others, or entrusted to Employer by its customers, suppliers, partners, affiliates or others. Employee agrees that if at any time Employee ever has any question about whether any particular information is considered Confidential Information, Employee will request clarification from Employer in writing (including by electronic mail).

Confidential Information specifically does not include conduct that constitutes discrimination prohibited by ORS 659A.030, 659A.082 or 659A.112 and that occurred between employees or between an employer and an employee in the workplace or at a work-related event coordinated by the employer or between an employer and an employee off the employment premises. This Agreement is not intended and will not be construed to limit the disclosure of such information.

1.2 Ownership of Confidential Information. Employee acknowledges that all Confidential Information is a valuable asset of Employer and shall continue to be the exclusive property of Employer, whether or not prepared in whole or in part by Employee and whether or not disclosed to Employee or entrusted to Employee's custody in connection with employment by Employer.

1.3 Nondisclosure of Confidential Information. During the term of Employee's employment and thereafter, Employee agrees to hold the Confidential Information of Employer in strict confidence and not disclose the Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of Employer, except as required in the performance of Employee's job duties. Employee agrees not to use Confidential Information at any time except as authorized by Employer and for the sole benefit of Employer. Employee also agrees to use best efforts to prevent accidental or negligent loss or release of the Confidential Information to any unauthorized person. In addition to the specific covenants contained in this Agreement, Employee agrees to comply with all Employer policies and procedures for the protection of Confidential Information. This paragraph supplements and does not lessen any protections afforded the Confidential Information under state or federal law. If anyone tries to compel Employee to disclose any of the Confidential Information of Employer, by subpoena or otherwise, Employee will immediately notify Employer so that Employer may take any actions it deems necessary to protect its interests. Employee's agreement to protect the Confidential Information of Employer applies both while Employee is employed by Employer, and after Employee's employment with Employer ends, regardless of the reason it ends.

1.4 Return of Confidential Information and Employer Materials. Employee will deliver immediately to the Employer upon Employer's request all Confidential Information. Employee will retain no excerpts, notes, photographs, reproductions or copies of any Confidential Information. Employee will safeguard and return to Employer when his employment ends, or sooner if Employer requests, all information, documents, electronic media and other property in Employee's care, custody or control relating to Employee's employment with Employer or Employer's business, including but not limited to any documents or electronic media that contain any of Employer's Confidential Information. Employee agrees to meet with a designated representative of Employer at the time of or shortly after the termination of Employee's employment to review Employee's obligations under this Agreement.

2. Non-Solicitation of Customers or Employees. Employee hereby expressly covenants and agrees that during Employee's employment with Employer and for a period of eighteen months immediately following termination of Employee's employment with Employer (whether termination is initiated by Employer, Employee, or the mutual agreement of the parties) (the "Restricted Period"), Employee will not, either for himself or on behalf of any other person or entity, directly or indirectly solicit to provide or

Albina Co.

actually provide services to, or conduct or transact business with, any Customer of Employer which are similar to the services distributed or provided by Employer. Further, for the same period, Employee will not employ or solicit for employment any person who was an employee of Employer at any time in the six months immediately preceding termination of Employee's employment.

For purposes of this covenant, a "Customer of Employer" includes: (a) any person or entity to whom Employer provided services at any time in the 24 months immediately preceding termination of Employee's employment with Employer; (b) any person or entity Employer has actively solicited at any time in the 24 months immediately preceding termination of Employee's employment with Employer; or (c) any person or entity with whom Employee has had contact on behalf of Employer in the 24 months immediately preceding termination of Employee's employment with Employer.

3. Non-Competition.

3.1 Business Opportunities. Employee agrees that any business opportunities related to the business of Employer that Employee learns of or obtains while employed by Employer (whether or not during working hours) belong to Employer, and Employee will pursue them only for the benefit of Employer.

3.2 Covenant Not To Compete.

3.2.1 Employee recognizes and acknowledges that Employee's employment is an administrative, executive or professional position and that Employee: (a) performs predominantly intellectual, managerial or creative tasks; (b) exercises discretion and independent judgment; and (c) earns a salary and is paid on a salary basis. Employee further acknowledges that he was informed in a written employment offer received at least two weeks before the first day of employment that a noncompetition agreement would be required as a condition of Employee's employment.

3.2.2 Employee acknowledges that he has access to information that derives actual or potential independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use and Employer makes reasonable efforts to maintain its secrecy, as well as competitively sensitive confidential business and professional information.

3.2.3 Employee agrees that during Employee's employment with Employer and during the Restricted Period, Employee will not directly or indirectly be employed by, own, manage, operate, join, participate in, have an interest in, or benefit in any way from any business that is competitive with Employer's business or Employer's reasonably anticipated business, including but not limited to any company in the business of metal bending and/or fabrication, and shall not, directly or indirectly, prepare to participate in a business that is competitive with Employer's business or Employer's reasonably anticipated business. This restriction shall apply to any geographic area in which Employer conducts or pursues business, or in which Employer has made reasonably definite efforts to conduct or pursue business at the time Employee's employment with Employer ends.

3.2.4 At least two weeks prior to beginning employment for any actual or potential competitor of Employer during the Restricted Period, Employee agrees to inform Employer if Employee has accepted, or plans to accept, or has been offered, or may be offered, employment with any competitor or potential competitor of Employer. Employee further agrees to give at least two weeks advance written notice to Employer of the name and location of any business with whom he accepts employment during the Restricted Period, or of his intention to go into business for himself during the Restricted Period, and the nature and location of such business, and in either case to respond promptly, fully, and accurately to

Albina Co.

written inquiries for any further information that Employer may reasonably require in order to assure itself that there has not been or will not be a violation of the provisions of this Agreement.

3.2.5 Employee agrees to fully inform any employer he has subsequent to his employment with Employer, of the restrictions imposed on Employee pursuant to this Agreement.

4. Tolling of Restricted Period. In the event of a violation of the nonsolicitation and noncompetition obligations set forth in Sections 2 and 3 of this Agreement, the Restricted Period will not be reduced by any time the Employee was in violation of those obligations. The Restricted Period will be tolled and extended by the amount of time of any violation.

5. Equitable Relief. Employee acknowledges that the provisions of this Agreement are essential to Employer and that a breach of any provisions of this Agreement can create a severe and unfair business disadvantage that cannot be adequately remedied by traditional legal recourse to damages. Accordingly, Employee agrees that any breach or threatened breach by Employee of this Agreement shall entitle Employer, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to obtain a temporary restraining order, injunction, or other equitable relief to prevent or curtail any breach or breach of this Agreement, without having to post a bond or to show actual money damages, subject to having a hearing as soon as possible. If a bond is required in any action to enforce a right under this Agreement, including an action for a Temporary Restraining Order or Preliminary Injunction, Employee agrees that a reasonable amount of such bond is \$1000. Nothing contained in this Agreement should be construed as prohibiting the Company from pursuing any other legal remedies available to it for such violation or threatened violation, including the recovery of any damages for Employer's breach or threatened breach.

6. Employee Duty to Provide Current Addresses. Employee agrees that Employee will provide to Employer, and at all times during Employee's employment will maintain with Employer, a current mailing address and electronic mail address where Employee will receive mail, and a current phone number.

7. Miscellaneous.

7.1 Entire Agreement. This written Agreement is intended as the full expression of the representations and mutual promises and covenants of the parties with respect to ownership and nondisclosure of Confidential Information, nonsolicitation or noncompetition. Representations, promises and covenants not expressed in this written Agreement relating to the subject matter covered are of no force and effect and neither party is entitled to rely thereupon. This Agreement may only be amended in writing, specifically identifying this Agreement and the provision(s) to be amended, signed by both Employee and Employer's President.

7.2 Binding Effect. Employer may freely assign its rights and delegate its duties under this Agreement, and the covenants, terms and conditions of this Agreement shall bind and inure to the benefit of the successors and assigns of Employer. The parties acknowledge and agree that in employing Employee hereunder Employer relies solely upon the personal qualifications, skills, aptitudes and training of Employee. Therefore, Employee shall have no right to assign either this Agreement or any of his rights as an employee, excepting only the right of Employee to receive compensation from Employer. It is recognized that, if there is a change in control of Employer or Employer is acquired in the future, there is no obligation on the part of any successor or purchaser to retain Employee in any capacity.

7.3 Severability. The parties understand and intend that each restriction agreed to by Employee above shall be construed as separable and divisible from every other restriction; that the

Albina Co.

enforceability of any one restriction shall not limit the enforceability, in whole or in part, of any other restriction; and that one or more of all of such restrictions may be enforced in whole or in part as the circumstances warrant. If any portion of this Agreement is held to be invalid or unenforceable for any reason, the remaining covenants or terms of a covenant shall remain in full force and effect to the maximum extent permitted by law, and may be equitably reformed to ensure the maximum protection of Employer's legitimate business interests allowed under the law.

7.4 No Disparagement or Interference. Employee will not disparage Employer or its business and will not interfere with the relationships of Employer with its customers, joint venture partners, investors, employees, vendors, bankers or others. This applies both while Employee is employed by Employer and after his employment by Employer ends, regardless of the reason it ends. However, nothing in this provision is intended or will be interpreted to prevent Employee from disclosing or discussing conduct that constitutes discrimination prohibited by ORS 659A.030, 659A.082 or 659A.112 and that occurred between employees or between an employer and an employee in the workplace or at a work-related event coordinated by the employer or between an employer and an employee off the employment premises.

7.5 Warranty and Disclosure. Employee represents and warrants that he has disclosed all facts, if any, pertaining to any restrictions on his ability to enter into this Agreement. Employee further represents and warrants that he is not bound by any agreements with third parties that would prevent him from lawfully performing all duties requested of Employee by Employer.

7.6 Reasonableness of Terms. Employee acknowledges that the terms of this Agreement are reasonable and necessary to protect the legitimate business interests of Employer from unfair competition. Employee acknowledges that if his employment with Employer ends, his experience and capabilities are such that Employee can obtain other employment that does not violate this Agreement, and that an injunction to enforce this Agreement will not prevent Employee from earning a reasonable livelihood.

7.7 Controlling Law. This Agreement shall in all respects, including all matters of construction, validity, and performance, be governed by and construed and enforced in accordance with the laws of the State of Oregon. Any legal proceeding in connection herewith shall be brought in Washington County, Oregon.

7.8 Nonwaiver. Employee understands that the failure of either party to insist upon or enforce strict performance by the other of any provision of this Agreement or to exercise any right, remedy or provision of this Agreement will not be interpreted or construed as a waiver or relinquishment to any extent of such party's right to consent or rely upon the same in that or any other instance; rather, the same will be and remain in full force and effect.

7.9 Review of Agreement; Consultation with Legal Counsel. Employee acknowledges that Employee has carefully read this Agreement, that Employee understands its terms, that all understandings between Employer and Employee relating to the subjects covered in the Agreement are contained in it, and that Employee has entered into this Agreement knowingly and not in reliance on any promises or representations by Employer other than those contained in this Agreement. Employee further acknowledges that Employee has been given the opportunity to discuss this Agreement with his own legal counsel and has taken advantage of that opportunity to the extent Employee wishes to do so.

7.10 Attorney Fees. In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees together with all expenses which it may reasonably incur, including but not limited to, costs incurred in searching records, expert witness and consultant fees, discovery depositions whether or not introduced into evidence in the trial, hearing or other proceeding and travel expenses in any arbitration, trial or other proceeding,

Albina Co.

including any proceeding brought to enforce an award or judgment, and any and all appeals taken there from.

7.11 At-Will Employment. Nothing in this Amendment shall alter the at-will nature of Employee's employment, which means employment may be terminated at any time, with or without cause, for any or no reason, by either Employer or Employee. Nothing contained in this Agreement, or in any written or unwritten policies of Employer, shall be construed to create any other term of employment or a requirement of cause for termination, demotion, transfer, or other employment action.

EMPLOYEE

ALBINA PIPE BENDING CO., INC.

[Signature on First day of employment]

Name

Brian Smith, President

Date

Date