

Employment Application Form Page 1 of 4

We are an Equal Opportunity employer. This application is valid for 60 days.

Instructions (Please Read): Please read carefully, write clearly, and answer all questions completely. Only candidates that fully complete all sections of this application will be considered for employment, although responding to any questions marked as being *voluntary* is optional. Not all applicants will be interviewed; only those interviewed will receive a response back. If you require any accommodation(s) during your employment interview, please request such in advance of the interview.

12.04.2017.Arb

1 Applicant Information

Name: _____ Date: _____
LAST NAME FIRST NAME MIDDLE NAME

Address: _____
NUMBER STREET CITY STATE ZIP CODE

How long have you lived at the above address: _____

Primary Personal Phone No: _____ Email Address: _____

For what position are you applying: _____ Date available: _____

Work Hours Desired: _____ Check all that apply: Full Time Part Time Temp.

Can you work any day of the week, if required: Yes No. If No, indicate days **not** available: _____

Will you work overtime, if requested: Yes No. Pay Expected: _____ per (check one) Hour Month
Total hours and schedule are at discretion of management

2 Employment History

Instructions (Please Read): List most recent employer first. Account for all occupied and unoccupied time during the past ten years. Attach extra pages if necessary. It is unacceptable to put only "see resume" in any section.

If currently employed, state why you are seeking other employment under "Reason for leaving".

May we contact your present employer: Yes No

Job 1

Employer Name: _____ Phone No: _____

Address: _____ Start month/year: _____

Most Recent Supervisor: _____ End month/year: _____

Job Title: _____

Reason for leaving: _____

Major Responsibilities: _____

Job 2

Employer Name: _____ Phone No: _____

Address: _____ Start month/year: _____

Most Recent Supervisor: _____ End month/year: _____

Job Title: _____

Reason for leaving: _____

Major Responsibilities: _____

Job 3	Employer Name: _____	Phone No: _____
Address: _____		Start month/year: _____
Most Recent Supervisor: _____		End month/year: _____
Job Title: _____		
Reason for leaving: _____		
Major Responsibilities: _____		

Job 4	Employer Name: _____	Phone No: _____
Address: _____		Start month/year: _____
Most Recent Supervisor: _____		End month/year: _____
Job Title: _____		
Reason for leaving: _____		
Major Responsibilities: _____		

3 Education

High School	Most recent High School: _____
Location of School (City & State): _____	
Completion Status (check one): <input type="checkbox"/> Graduated <input type="checkbox"/> GED <input type="checkbox"/> Did not graduate; grade completed: _____	

Undergrad. College (incl. Jr. College)	Most recent school: _____
Location of School (City & State): _____	
Completion Status (select one): <input type="checkbox"/> Graduated <input type="checkbox"/> Did not graduate, but years completed: _____	
Major Subject(s): _____	

Postgraduate College	Most recent school: _____
Location of School (City & State): _____	
Completion Status (select one): <input type="checkbox"/> Graduated <input type="checkbox"/> Did not graduate, but years completed: _____	
Major Subject(s): _____	

Technical or Vocational School	Most recent school: _____
Location of School (City & State): _____	
Completion Status (select one): <input type="checkbox"/> Graduated <input type="checkbox"/> Did not graduate, but years completed: _____	
Major Subject(s): _____	

Are you currently enrolled in school: Yes No. What school: _____

List main subjects you are currently studying: _____

If you are *not* currently enrolled, do you plan on enrolling: Yes No. If Yes, complete next line:

What subjects do you plan on studying and where: _____

Do you possess a professional or trade license or certificate: Yes No. If Yes, identify below:

Type: _____ Issued by: _____ Exp. Date: _____

Type: _____ Issued by: _____ Exp. Date: _____

Type: _____ Issued by: _____ Exp. Date: _____

Please list any specific work skills that you may possess that have not been listed above, including languages, and proficiency with specific computers and software:

4 Military *Answering the next two questions is strictly voluntary*

1. Are you a veteran: Yes No. 2. What skills acquired during military service may be of interest or value to us: _____

5 Personal

If hired, can you submit proof of identity and legal right to work in the United States: Yes No

Are you **under** 18 years of age: Yes No

If "Yes", can you provide a work permit or other proof of your right to work: Yes No

Do you have a valid Driver License: Yes No

If Yes, from what state: _____

Have you ever lost or been denied a security clearance: Yes No

If Yes, explain: _____

List names of any relatives or acquaintances employed by our company: _____

List any professional organizations to which you belong that relate to the position for which you are applying:

List two references (not a relative or former employer) whom you have know for at least five years:

NAME	OCCUPATION	PHONE	EMAIL

6 Agreement

READ & INITIAL

Instructions (Please Read): By initialing each paragraph, I am indicating that I have fully read and understood the paragraph. By signing below, I am agreeing to all of the following:

- 6.1 _____ I attest under penalty of perjury that I am applying for employment in good faith with the intention of accepting a position, if offered. I also affirm that the information contained in this application is true, complete, and accurate.
- 6.2 _____ I authorize investigation of all statements contained in this application form if I am considered for employment. I also authorize previous employers, personal references named, or any other person to whom the company may refer, to give any and all information regarding my employment or scholastic standing together with any other information, personal or otherwise, that may or may not be on their records. I further consent to the review of all publicly-posted material on social media sites and agree that such material may be considered in deciding whether to offer employment.
- 6.3 _____ I understand that misrepresentation or omission of any facts called for herein, receipt of unsatisfactory references, or failure to pass a prescribed medical examination if required for the position, will be sufficient cause for disqualification from employment or for my dismissal from the company's service if I have been employed.
- 6.4 _____ I understand that offers of employment may be contingent on a satisfactory background check, including a review of my criminal history. No applicant will be denied employment solely on the grounds that they have been charged, committed, or been convicted (or pleaded guilty or no contest) of a criminal offense. The nature of the offense, the dates of the offense, the surrounding circumstances, and the relevance of the offense to the position(s) applied for will be considered.
- 6.5 _____ I understand and agree that nothing contained in this application, or conveyed during any interview which may be granted, or during my employment if hired, is intended to create an employment contract between me and the company. In addition, **I understand and agree that if hired, my employment will be "at-will," for no definite or determinable period of time, and may be terminated at any time, for any reason or for no reason at all, with or without prior notice, at the option of the company or me.** I understand and agree that no promises or representation contrary to this "at-will" condition are binding on the company, and that I have not relied, and will not rely, on any oral or written statements to the extent that such might even suggest that my status is anything other than "at-will." I further understand and agree that my "at-will" status cannot be changed except by a written document specifically addressing my "at-will" status, and signed and a specifically authorized officer of the company. I agree that it is my responsibility to confirm the authorization of any person signing such a document, since I understand the company's intent is not to enter into any employment arrangements other than "at-will."
- 6.6 _____ I have received the attached "Applicant Arbitration Agreement" and the terms of that document are incorporated by this reference into my application for employment. I acknowledge that the Company has instructed me to review that document and contact them to discuss any questions I may have about it before signing it. Regardless of whether or not I review and/or sign that document, I understand and agree that, by applying for employment with the Company, I am agreeing to be bound by the process set forth in that document, specifically, **I agree that all possible disputes I may have with the Company will be resolved only through arbitration.**
- 6.7 _____ I understand and agree that this is the entire agreement between me and the company regarding the term of my employment and replaces any other oral or written agreement or understanding. I further agree that all of this agreement is a part of any employment relationship I may have with the company and is hereby merged and integrated into any agreement or understanding regarding my employment.

Applicant's Signature: _____ Date: _____

WESTPAC COMPANIES

APPLICANT ARBITRATION AGREEMENT

Although WestPac Investments, Inc., including all of its parent, subsidiary and affiliated entities (the "Company") hopes that application- or employment-related disputes will not occur, the Company believes that where such disputes do arise, it is in the mutual interest of everyone involved to handle them in binding arbitration, which generally resolves disputes quicker than court litigation and with a minimum of disturbance to all parties involved.

By entering into this Agreement, the Company and the undersigned Applicant are waiving the right to a jury trial for most application and employment-related disputes, including disputes related to Applicant's application for employment with Company or, if hired, Applicant's employment with the Company. Applicant understands that compliance with this Agreement is a condition of Applicant's application for employment with the Company and, if employed, will be a condition of Applicant's employment. The Applicant further understands that entering into this Arbitration Agreement, if hired, will not alter the Applicant's at-will employment with the Company.

The Company and the undersigned Applicant hereby agree that any dispute with any party (including the Company, its affiliates, successors, and representatives) that may arise from Applicant's application for employment or, if hired, Applicant's employment with the Company or the termination of Applicant's employment with the Company, shall be resolved by mandatory, binding arbitration before a retired judge or other arbitrator selected by mutual agreement of the Company and the Applicant.

This Arbitration Agreement **does not** cover the following claims:

- Administrative claims properly presented to an administrative agency, such as the Equal Employment Opportunity Commission (EEOC) or federal Department of Labor (Wage and Hour Division), or any equivalent state administrative agency, except that if any such claim is dismissed from the administrative agency's jurisdiction, the parties must then submit to binding arbitration pursuant to this Agreement. The Applicant may (but is not required to) choose arbitration to resolve the Applicant's dispute rather than pursuing a claim with an administrative agency.
- Workers' Compensation benefits;
- Unemployment compensation benefits;
- Claims based on the National Labor Relations Act;
- Claims based upon any Company employee benefit and/or welfare plan that contains an appeal procedure or other procedure for the resolution of disputes under the plan.

The arbitration requirement **does apply** to all statutory, contractual and/or common law claims arising from application for employment or, if hired, from employment with the Company including, but not limited to, the following:

- Any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable;

- Claims that could be asserted in court, including breach of any express or implied contract or covenant; claims for failure to hire for any reason, tort claims; claims for retaliation, discrimination or harassment of any kind, including claims based on sex, pregnancy, race, national or ethnic origin, age, religion, creed, marital status, sexual orientation, mental or physical disability, medical condition or other characteristics protected by law. This includes claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, or any other federal or state statute covering these subjects;
- Claims for violation of any statutory leave law, including the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), California Paid Leave, or any related federal or state statute;
- Violations of confidentiality or breaches of trade secrets;
- Violation of any other federal, state, or other governmental law, regulation or ordinance, whether based on statute or common law;
- Claims made against the Company or any of its subsidiary or affiliated entities, or its individual officers, directors or employees for any matters arising out of any of the above claims;
- To the extent claims are asserted under the California Private Attorneys General Act (PAGA), those claims shall also be subject to arbitration to the extent allowed by law.

Except as otherwise required by applicable law, the parties agree that all claims subject to binding arbitration under this Agreement, including as set forth more specifically above, shall be conducted on an individual basis, and not as a class action.

Binding arbitration under this Agreement shall be conducted in accordance with any applicable state statutes providing for arbitration procedures. Alternatively, if no such state statutes exist, then arbitration shall be conducted pursuant to the rules of the American Arbitration Association (“AAA”) for employment law disputes. A copy of these AAA rules can be found at www.adr.org under “Rules & Procedures.” The parties may mutually agree upon another arbitration procedure.

The arbitrator shall be a retired superior or appellate court judge or other professional arbitrator chosen by agreement of the parties or any local dispute resolution service administered by the Superior Court of the county in which the dispute arose. The arbitrator shall not have any authority to consolidate, combine or aggregate the claims of the undersigned Applicant with those of any other Applicant or Company employee. The arbitrator shall have no authority to create an arbitration proceeding on a class basis, nor to award relief to a class of employees in one arbitration proceeding.

Any dispute with any party that arises from Applicant's application for employment or, if hired, employment with the Company or termination of employment with the Company must be submitted to binding arbitration within the applicable statute of limitations prescribed by law. With the exception of a filing fee that shall not exceed the cost to file a comparable claim in state or federal court, the Company shall pay the fees and costs of the arbitrator, and each party shall pay for its own costs and attorneys' fees. However, the arbitrator may award costs and/or attorneys' fees to the prevailing party to the extent permitted by law and shall follow any applicable statutory requirements regarding an award of attorneys' fees and costs.

The parties will be permitted to conduct discovery as provided by the applicable state statute(s). In the absence of any such statute(s), the parties shall follow the discovery procedures set forth by the American Arbitration Association. Within thirty (30) days of the conclusion of the arbitration, the arbitrator shall issue a written opinion setting forth the factual and legal basis for his or her decision. The arbitrator shall have the power and discretion to award to the prevailing party all damages provided under the applicable law.

If any provision of this Agreement is held to be unenforceable, it shall be stricken from the Agreement and the remainder of the Agreement shall be fully enforceable. If any provision of this Agreement is held to be in conflict with a mandatory provision of applicable law, the conflicting provision of this Agreement shall be modified automatically to comply with the applicable law until such time as the provision can be formally modified to comply with the law.

I acknowledge that I have carefully read this Agreement, and that I understand and agree to its terms. I have entered into this Agreement voluntarily and have not relied upon any promises or representations other than those contained herein. I understand that I am giving up my right to a court or jury trial by entering into this Agreement. I understand that if hired, this arbitration Agreement will not change my at-will employment status with the Company.

Date

Print Applicant Name

Applicant Signature

Employer Signature