

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: _____

APPLICANT MEDIATION & ARBITRATION AGREEMENT

I acknowledge and understand that WestPac Investments, Inc., including all of its parent, subsidiary and affiliated entities (the "Company") has a Dispute Resolution Program that requires all disputes to be resolved through its Mutual Mediation & Arbitration Policy ("MMAP"). This requires mandatory, binding arbitration of all disputes, for all employees, regardless of length of service. The MMAP also requires a good-faith effort to resolve disputes through mediation before going to arbitration or other dispute-resolution process.

The MMAP is incorporated by this reference into my application as though set forth here in full. By signing below, I am acknowledging that a copy of the full MMAP will be made available to me by the Company upon request. I further I understand that agreement that compliance with the MMAP is a condition of my application for employment and, if employed, will be a condition of my employment.

By applying for a job with the Company, I acknowledge, understand and agree that it is my obligation to comply with the MMAP and to submit to mediation, and if necessary, final and binding arbitration, any and all claims and disputes, whether they exist now or arise in the future, that in any way relate to or arise out of my application for employment, and if employed, my employment or the termination of my employment with the Company, except as otherwise permitted by the MMAP. I also agree that I must first try in good faith to settle any Covered Dispute by mediation before resorting to arbitration or any other dispute resolution procedure.

I understand that, if mediation does not resolve a dispute, then final and binding arbitration will be the sole and exclusive remedy for any such claim or dispute against the Company or any affiliated companies or entities, and all of their owners, employees, officers, directors, agents, successors and assigns. I further understand that, by agreeing to use arbitration to resolve any and all disputes, both the Company and I agree to forego any right we each may have had to a jury trial on issues covered by the MMAP, and forego any right to bring claims on a class or collective basis.

To the extent I wish to assert claims on behalf of a government entity or other party (meaning I am not directly a party) and such representative action involves issues that in any way arise out of or relate to my application for employment and, if hired, my employment, I agree to submit such claims to mediation and, if necessary, arbitration, under the MMAP. This would include, but not be limited to claims brought pursuant to the California's Private Attorney General Act ("PAGA") Labor Code §2698, *et seq.*, or any similar state or federal law, unless resolving such claims through mediation and/or arbitration is specifically prohibited by law. If resolving such claims through mediation and/or arbitration is deemed to be so prohibited, such claims shall be stayed pending the completion of arbitration of any and all other claims being asserted by me or the Company.

I agree that unless the Company and I otherwise agree on a mediator, the mediator will be selected with the assistance of the American Arbitration Association ("AAA"). I also agree that any arbitration will be conducted before an arbitrator chosen by me and the Company in accordance with the AAA's procedures, and will be conducted under the Federal Arbitration Act and the currently applicable procedural rules of the AAA. I acknowledge that the current AAA rules are available for my review at www.adr.org and upon request to the Company.

I acknowledge that in exchange for my agreement to mediate and arbitrate, the Company also agrees to submit all claims and disputes it may have with me to mediation and, if unresolved, to final and binding arbitration. The Company agrees to pay the cost of the mediator for any mediation under the MMAP. The Company further agrees that if I submit a request for binding arbitration, my maximum out-of-pocket expenses for the arbitrator and AAA administrative costs will be an amount equal to the local civil court filing fee and the Company will pay all of the remaining fees and administrative costs of the arbitrator and the AAA. I understand that I will be responsible, however, for my own attorney's fees and the same sort of costs for which I would have been responsible had I gone to court instead of resolving any disputes under the MMAP.

If any provision of the MMAP is found unenforceable, that provision may be severed without affecting this agreement to mediate and arbitrate. I further acknowledge that this mutual obligation to mediate and arbitrate may not be modified or rescinded except by the mutual consent of both me and the Company.

Name of Applicant (printed)

Applicant Signature

Date