

# BRINKER INTERNATIONAL PAYROLL COMPANY, L.P. APPLICATION FOR EMPLOYMENT

In compliance with Federal and State equal employment opportunity laws applicants are considered for positions without discrimination on the basis of race/color, religion, sex, national origin, citizenship, age, disability, marital status, veteran/military status, or any other consideration made unlawful by applicable federal, state, or local laws.

In order for you to be considered for employment, this application must be filled out COMPLETELY. Please write "N/A" if information is not applicable. Résumés, though welcome, should not be submitted in place of the information requested below.

### PLEASE PRINT

First Name	Middle Initial	Last Name	Social Security or Other ID Number	Today's Date
Current Address:	Street/P.O. Box	Apt. #	City	State ZIP
Permanent Address:	Street/P.O. Box	Apt. #	City	State ZIP
Day Phone No.	Evening Phone No.	Alternate Phone No. ( <input type="radio"/> Pager <input type="radio"/> Cell <input type="radio"/> Other _____ )		
(    )	(    )	(    )		
For which position are you applying?			Date you are available for employment	
What is the minimum amount of money you expect to make?    \$ _____/hour    \$ _____/week				

1. If hired, can you present evidence that you are legally able to work in the United States? *(Proof of identity and legal authority to work in the United States is a condition of employment.)* .....  Yes  No
2. If hired, can you submit proof of legal age to work in this state? .....  Yes  No
3. Are you of legal age to serve alcohol in this state? .....  Yes  No
4. As an adult, have you been convicted of a felony or pled guilty to a felony resulting in conviction, which conviction has not been annulled, erased, expunged, vacated, set aside, sealed by the Court, or referred to a diversion program? *(Applicants in California, Connecticut, District of Columbia, Georgia, Hawaii, Massachusetts, and Washington should read the information on the last page of this application BEFORE answering this question.)*  
.....  Yes  No

*Conviction will not necessarily disqualify an applicant from employment. Factors such as the age and time of the offense, seriousness and nature of the violation, rehabilitation, and job-relatedness will be considered when making any employment decisions. If your answer is "yes," please explain the circumstances surrounding such offense, including place, date, name of court, etc.*

---



---



---

5. Have you ever applied for a job with Chili's, Maggiano's, On The Border, or any other Brinker concept?  
.....  Yes  No  
If yes, which location? \_\_\_\_\_ What was the result? \_\_\_\_\_
6. How many jobs have you held in the last two years? .....  0     1     2     3     4 or more
7. Have you ever been terminated from a job? .....  Yes  No  
If yes, how many jobs have you been terminated from? .....  1     2     3     4 or more
8. You want to work:     Part-time ( \_\_\_\_\_ hours per week)     Full-time ( \_\_\_\_\_ hours per week)

9. Do you presently have a job that you intend to keep? .....  Yes  No

10. In the table below, please indicate the days you **CAN** work. **List the earliest and latest times you CAN work.** Please account for travel time to and from other obligations (e.g., sports, classes, meetings, etc.). Being on time for a shift is mandatory.

	MON	TUES	WED	THURS	FRI	SAT	SUN
Earliest time in							
Latest time out							

11. Do you have a reliable means of transportation to and from work for the days and times you are available? .....  Yes  No

12. Are you available to work holidays and weekends? .....  Yes  No

13. We may conduct training on days, or at times, you have other obligations. Is your schedule flexible so you may come to training? .....  Yes  No

14. Are you, or do you plan to be, in school or taking courses at any time while working here? .....  Yes  No

15. If you have other obligations or commitments that may affect your schedule (such as travel plans) please indicate the particular dates and times that you will be unavailable. *(You may omit any information indicating legally protected characteristics such as race/color, religion, sex, national origin, citizenship, age, disability, marital status, or veteran/military status.)* \_\_\_\_\_  
 \_\_\_\_\_

16. Education

	Name and Location of School	Dates Attended	Last Year Completed	Major/Specialty	Degree Received
High School		(Please leave blank.)	Grade: 9 10 11 12	(Please leave blank.)	
College/ Other		From _____ / _____ Month Year To _____ / _____ Month Year			

17. Do you agree not to bring into any Company facility confidential information of any third parties that relates in any way to the restaurant industry, and to keep confidential and not disclose any of the Company's or any third parties' confidential information? .....  Yes  No

18. Have you read a job description for the position of interest? .....  Yes  No  
 Do you understand the job requirements? .....  Yes  No

19. Can you perform the essential functions required by the job for which you are applying either with or without reasonable accommodations? .....  Yes  No

20. Personal References (other than immediate family):

Name	Phone Number	Number of Years Known	Relationship

21. Work History (List your last 3 jobs.)

	Current or Most Recent Job	Previous Job	Previous Job
<b>Company Name</b>			
<b>Address</b>			
<b>Position</b>			
<b>Job Duties (please describe)</b>			
<b>Did you handle cash?</b>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<b>Name and Title of Immediate Supervisor</b>			
<b>Phone Number of Immediate Supervisor</b>			
<b>Dates of Employment</b>	____/____/____ to ____/____/____ Month Year      Month Year	____/____/____ to ____/____/____ Month Year      Month Year	____/____/____ to ____/____/____ Month Year      Month Year
<b>Usual Number of Hours Worked per Week</b>			
<b>Reason for Leaving</b>			
<b>Weekly Earnings</b>	\$____ Starting      \$____ Ending	\$____ Starting      \$____ Ending	\$____ Starting      \$____ Ending
<b>All employers, including your current employer, may be contacted to verify the information you provide.</b>	May we contact your current employer prior to any offer of employment?  <input type="radio"/> Yes <input type="radio"/> No	May we contact this employer prior to any offer of employment?  <input type="radio"/> Yes <input type="radio"/> No	May we contact this employer prior to any offer of employment?  <input type="radio"/> Yes <input type="radio"/> No

**Applicants in California, Connecticut, District of Columbia, Georgia, Hawaii, Massachusetts, and Washington should read the following information BEFORE answering question 4:**

**California:** Do not identify convictions under California Health & Safety Code §§11357(b) or (c), 11360(b) (formerly subdivision (c) of section 11360), 11364, 11365, or 11550 related to marijuana offenses that occurred two or more years before the submission of this employment application.

**Connecticut:** Applicants are not required to disclose the existence of any arrest, criminal charge or conviction, the records of which have been erased pursuant to section 46b-146, 54-76o or 54-142a. Criminal records subject to erasure pursuant to section 46b-146, 54-76o or 54-142a are records pertaining to a finding of delinquency or that a child was a member of a family with service needs, an adjudication as a youthful offender, a criminal charge that has been dismissed or nolle, a criminal charge for which the person has been found not guilty or a conviction for which the person received an absolute pardon. Any person whose criminal records have been erased pursuant to section 46b-146, 54-76o or 54-142a shall be deemed to have never been arrested within the meaning of the general statutes with respect to the proceedings so erased and may so swear under oath.

**District of Columbia:** Do not identify a conviction that is more than ten (10) years old at the time of making this application.

**Georgia:** Do not identify any conviction that is considered a first offender discharge under §42-8-63 of the Georgia Code.

**Hawaii:** Do not answer this question at this time. You will only have to answer this question if you receive a conditional offer of employment.

**Massachusetts:** An applicant for employment with a sealed record on file with the commissioner of probation may answer 'no record' with respect to an inquiry herein relative to prior arrests, criminal court appearances or convictions. In addition, any applicant for employment may answer 'no record' with respect to any inquiry relative to prior arrests, court appearances and adjudications in all cases of delinquency or as a child in need of services which did not result in a complaint transferred to the superior court for criminal prosecution.

**Washington:** Do not identify a conviction that is more than ten (10) years old at the time of making this application.

**NOTICES TO APPLICANTS IN CERTAIN STATES:**

**Note to Rhode Island applicants:**

In Rhode Island, smoking is prohibited in enclosed areas within places of employment.

This Company is subject to Chapters 29-38 of Title 28 of the General Laws of Rhode Island and is therefore covered by the state's workers' compensation law.

**Note to Massachusetts applicants:**

It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability.

**Note to Maryland applicants:**

**UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND, AS A CONDITION OF EMPLOYMENT, PROSPECTIVE EMPLOYMENT, OR CONTINUED EMPLOYMENT, THAT AN INDIVIDUAL SUBMIT TO OR TAKE A LIE DETECTOR OR SIMILAR TEST. AN EMPLOYER WHO VIOLATES THIS LAW IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING \$100.**

\_\_\_\_\_  
Signature of Maryland Applicant

**Please Read the Following Carefully and Sign Below**

I declare that I am qualified to perform all the duties of the position I am seeking. I also declare that the information provided in this Application is correct and that any false statements or omissions will justify my rejection for or dismissal from employment. I authorize the Company to conduct any necessary investigation regarding my background (including inquiries of me, prior or current employers, schools and other persons, institutions, or businesses, and checking motor vehicle records, court records and criminal records) as it relates to the position I am seeking and to the extent permitted by federal, state, and local law. I agree to complete the requisite authorization forms for the background investigation. I hereby release all parties from any liability in connection with the provision and use of such information. I will agree to a drug test, if permitted by law, to be paid for by the Company. (The results of any drug tests may, consistent with applicable law, be used to make employment decisions, including decisions relating to hiring and continued employment.) I understand and agree that this Application for employment does not create a contract for employment or a guarantee of employment. I understand and agree that if I am hired, my employment is "AT-WILL" which means that my employment is for no definite period of time and either the Company or I may terminate the employment relationship with or without cause at any time, with or without any advance notice. I understand that only the CEO may change the AT-WILL status of any applicant or employee and may only do so in writing. I understand that any policies or procedures implemented by the Company in the event of my employment do not alter my AT-WILL employment status. I understand that the Company, in its sole discretion, may at any time change its personnel policies and may also change my job description, responsibilities, wages, and benefits. The Agreement to Arbitrate accompanying this Application must be read and signed in order to be considered for employment with the Company. By signing the Agreement to Arbitrate I understand that the employment AT-WILL relationship will not be altered.

**I HEREBY ACKNOWLEDGE AND UNDERSTAND THE NOTICE AS DESCRIBED ABOVE AND THAT IF I AM HIRED I WILL BE AN AT-WILL EMPLOYEE.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONFIDENTIAL PROPERTY OF CORVIRTUS, LLC AND BRINKER INTERNATIONAL PAYROLL COMPANY, L.P.

©2006 CorVirtus, LLC and Brinker International Payroll Company, L.P.

REV 10/08

# AGREEMENT TO ARBITRATE

Brinker International Payroll Company, L.P. ("Brinker") makes available certain internal procedures for amicably resolving any complaints or disputes you have relating to your employment. However, if you are unable to resolve any such complaints or disputes to your satisfaction internally, Brinker has provided for the resolution of all disputes that arise between you and Brinker through formal, mandatory arbitration before a neutral arbitrator.

Because of, among other things, the delay and expense which result from the use of the court systems, any legal or equitable claims or disputes arising out of or in connection with employment, terms and conditions of employment, or the termination of employment with Brinker will be resolved by binding arbitration instead of in a court of law or equity. This agreement applies to all disputes involving legally protected rights (e.g., local, state and federal statutory, contractual or common law rights) regardless of whether the statute was enacted or the common law doctrine was recognized at the time this agreement was signed. This agreement does not limit an employee's ability to complete any external administrative remedy (such as with the EEOC).

This Agreement to Arbitrate substitutes one legitimate dispute resolution form (arbitration) for another (litigation), thereby waiving any right of either party to have the dispute resolved in court. This substitution involves no surrender, by either party, or any substantive statutory or common law benefits, protection or defense.

## **Arbitration Rules:**

The arbitration proceedings shall take place in or near the city where you worked.

Each party is entitled to representation by an attorney throughout the arbitration proceedings at their own expense. Each party shall bear their own fees and expenses, unless otherwise awarded by the arbitrator in the final, written decision.

A written notice of your intention to arbitrate must be submitted in writing within the applicable statute of limitations. The notice shall contain: (1) the name, address and telephone number for all the parties; (2) the name, address and telephone numbers of all counsel; (3) a brief statement of the nature of the dispute, including all claims raised; (4) the amount in controversy and (5) the remedy sought. The notice shall be sent to: General Counsel, Brinker International, 6820 LBJ Freeway, Dallas, TX 75240.

The Respondent shall answer in writing within thirty (30) business days of the receipt of the notice to arbitrate.

Within ten (10) business days thereafter, both parties shall submit to the other a list of three (3) qualified arbitrators. An arbitrator must be qualified in employment laws and any other areas of law referenced in the notice.

An arbitrator shall be selected within thirty (30) business days thereafter. If the parties cannot agree, they shall submit any pleadings (notice, answer, etc.) and a list of arbitrators to the American Arbitration Association (AAA) to select a qualified arbitrator. AAA may select an individual not on either party's list.

The Federal Rules of Civil Procedure and Federal Rules of Evidence shall apply throughout the arbitration unless modified by the mutual agreement of the parties, or the arbitrator.

Discovery (interrogatories, document production and depositions), as authorized by the arbitrator, shall commence upon the selection of an arbitrator and shall be completed within six (6) months from that date. The time frame may be modified by mutual agreement, or by the arbitrator.

The arbitrator shall hear the case no more than forty-five (45) business days after discovery is completed.

Parties may submit briefs and one rebuttal brief or such other submittals as the arbitrator decides.

Within twenty (20) days of the close of the hearing, the arbitrator shall issue a written decision and award (if any) stating the reasons for the decision and award. The decision shall be final and binding on both parties, their heirs, executors, administrators, successors and assigns, and may be entered and enforced in any court of competent jurisdiction. Proceedings to enforce, confirm, modify or vacate the decision will be controlled by and conducted in conformity with the Federal Arbitration Act 9 U.S.C. Sec. 1 et seq. or applicable state law.

**By signing below, I affirm that I have read the above Agreement to Arbitrate and agree to resolve all disputes that arise between me and Brinker through formal, mandatory arbitration as outlined above. I further understand and agree that the Agreement to Arbitrate does not change or alter my at-will employment status.**

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE