

# APPLICATION FOR EMPLOYMENT

## HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT MISSION STATEMENT

The mission of the Housing Authority of the Birmingham District is to be the leader in making available excellent, affordable housing for low and moderate income persons through effective management and the wise stewardship of public funds. We will also partner with our residents and others to enhance the quality of life in our communities.

### EQUAL OPPORTUNITY EMPLOYER

It is the policy of the Housing Authority of the Birmingham District to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, or any other condition protected by law. No question on this application is asked for the purpose of limiting or excluding an applicant's consideration for employment because of his/her race, color, religion, sex, national origin, age, disability, or any other condition protected by law.

Please print or type all information. All information is to be completely provided except where it is indicated as not being applicable for the position for which you are applying. An incomplete application may disqualify you from consideration. If information is not applicable, enter N/A.

**SOCIAL SECURITY NO:** \_\_\_\_\_

**DRIVER LICENSE NO:** \_\_\_\_\_ **STATE OF LICENSE:** \_\_\_\_\_

(MUST BE COMPLETED BY APPLICANTS FOR JOBS THAT REQUIRE A VALID DRIVER LICENSE WITH DRIVING AS AN ESSENTIAL FUNCTION OF THAT JOB)

**POSITION APPLIED FOR:** \_\_\_\_\_

**EARNINGS EXPECTED:** \$ \_\_\_\_\_

**DATE OF APPLICATION:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **HOME PHONE NO:** \_\_\_\_\_

**PRESENT ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **STA:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PREVIOUS ADDRESS IF LESS THAN THREE (3) YEARS:** \_\_\_\_\_

**APPLIED HERE BEFORE?** NO  YES  **DATE:** \_\_\_\_\_

**WORKED HERE BEFORE?** NO  YES  **DATE:** \_\_\_\_\_ **POSITION:** \_\_\_\_\_

**PERSON TO NOTIFY IN CASE OF EMERGENCY: NAME:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**NAME(S) OF RELATIVES WORKING HERE:** \_\_\_\_\_

**ARE YOU A RESIDENT OF PUBLIC HOUSING?** YES  NO

### EDUCATION:

PROVIDE EDUCATION THAT IS REQUIRED FOR THE JOB FOR WHICH YOU ARE APPLYING. THIS REQUIREMENT IS LOCATED ON THE POSITION DESCRIPTION AND JOB POSTING.

SCHOOL NAME & ADDRESS	YEARS COMPLETED	GRADUATE YES <input type="checkbox"/> NO <input type="checkbox"/>	DEGREE/ DIPLOMA	DATE RECEIVED

**PREVIOUS EMPLOYMENT RECORD**

Please give job history for the past five (5) years or last four (4) employers, starting with the most recent employment.

Company Name:	Telephone (    )
Address:	Employed (Month and Year) From                  To
Name of Supervisor	Salary
State Job Title & Describe Your Work	Reason for leaving
Company Name:	Telephone (    )
Address:	Employed (Month and Year) From                  To
Name of Supervisor	Salary
State Job Title & Describe Your Work	Reason for leaving
Company Name:	Telephone (    )
Address:	Employed (Month and Year) From                  To
Name of Supervisor	Salary
State Job Title & Describe Your Work	Reason for leaving
Company Name:	Telephone (    )
Address:	Employed (Month and Year) From                  To
Name of Supervisor	Salary
State Job Title & Describe Your Work	Reason for leaving
Company Name:	Telephone (    )
Address:	Employed (Month and Year) From                  To
Name of Supervisor	Salary
State Job Title & Describe Your Work	Reason for leaving

IS THERE INFORMATION ABOUT YOUR NAME OR USE OF ANOTHER NAME THAT WE WOULD NEED TO BE ABLE TO VERIFY YOUR EMPLOYMENT RECORD? YES  NO

PLEASE SPECIFY: \_\_\_\_\_

ARE YOU PRESENTLY EMPLOYED? YES  NO

MAY WE CONTACT YOUR PRESENT EMPLOYER? YES  NO

WHEN CAN YOU REPORT TO WORK? \_\_\_\_\_

**PERSONAL REFERENCES: (NOT RELATIVES - NOT FORMER EMPLOYERS)**

NAME	ADDRESS	OCCUPATION	PHONE

ADDITIONAL INFORMATION
1. Have you ever been convicted of a felony since your 18 <sup>th</sup> birthday or as an adult prior to your 18 <sup>th</sup> birthday? (Check One) Yes <input type="checkbox"/> No <input type="checkbox"/> <i>A "yes" response to this question will not automatically disqualify you from employment with HABD; your response will be considered in relation to specific job requirements, the nature of the offense, how long ago the conviction occurred, etc.</i>
2. Are you legally authorized to work in the U.S. Yes <input type="checkbox"/> No <input type="checkbox"/> (You will be required to provide proof of citizenship or right to work status at the time of hire.)
REFERRED FOR EMPLOYMENT BY: VOLUNTARY <input type="checkbox"/> WANT AD <input type="checkbox"/> STATE EMP. <input type="checkbox"/> OTHER <input type="checkbox"/>

In responding to the following questions, please refer to the Housing Authority of the Birmingham District's job description for the position for which you are seeking employment.

Are you 18 years or older? Yes  No

Based on having reviewed and/or discussed the job description of the job for which you are applying, can you perform the essential functions of the job?  
Yes  No

If no, please describe the accommodation you want the employer to consider.

\_\_\_\_\_  
\_\_\_\_\_

*This section is to be completed when licenses, certifications or registrations are required for the job as indicated by the position description or job posting of the position for which you are applying. Some employees who may be eligible for driving HABD vehicles in the course of employment will require proof of a valid driver license.*

Type of License/Certificate/ Registration	Issuing State or Organization	Number	Date(s) Held	Expiration Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

## **APPLICANT'S STATEMENT**

**I, the undersigned applicant, hereby certify and affirm by signing below that all information provided on this application is true and complete to the best of my knowledge and information. I understand that the Housing Authority of the Birmingham District (HABD) will perform pre-employment background screening to determine my suitability for employment in the position for which I have applied. I understand that false information, misrepresentations or omissions may be cause for rejection from employment. If employed, I realize false information, misrepresentations or omissions will be grounds for dismissal. If employed, this application will become a part of my individual personnel file.**

**I further certify by signing below that I understand that nothing in this application or in the interview process is intended to create an employment contract between HABD and me. If I am employed by HABD from this application, I understand that I have a right to terminate my employment at any time and for any reason and that HABD retains a similar right.**

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**DATE**

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**SIGNATURE**

**AUTHORIZATION FOR RELEASE OF EMPLOYMENT AND BACKGROUND INFORMATION AND NOTICE OF  
FAIR CREDIT REPORTING ACT RIGHTS FOR ADVERSE EMPLOYMENT ACTION BASED ON  
INFORMATION RECEIVED**

I, the undersigned, hereby consent, as a part of my application for employment, to authorize any current or former employer, any state or federal law enforcement agency, any Consumer Reporting Credit Agency (CRA), any third party, and/or any public or private entity to release information concerning my professional or work competence, ethics, character, criminal convictions, work history, and any other information authorized under the fair credit reporting act, state and federal law. If adverse action is taken against me, as a result of information obtained from a Credit Reporting Agency, I understand that I will be provided a summary of my rights under the fair credit reporting act and a copy of the consumer report generated by that agency. If adverse action is taken based in whole or in part on any information in a consumer report, oral, written or electronic, or based on information received from a third party I will be provided notice of the name, address and phone number of the credit reporting agency and advised that the agency did not make the decision and that the agency cannot provide reasons for the decision. I will have the right to obtain a copy of the report at no cost to me and of my right to dispute the accuracy or completeness of the information. I will also be notified if information is obtained, on which adverse action is taken, from third parties or affiliated entities and will be given opportunity to request that information in writing.

I hereby release from liability, claims and lawsuits of any type and nature, and indemnify and hold harmless the housing authority of the Birmingham district (HABD) as well as any and all individuals and organizations requesting on behalf of HABD or providing to HABD the information requested for employment screening purposes. I understand that any false information provided by me, whether willful or negligent misrepresentation or failure to disclose any requested information will be sufficient grounds for denying employment and/or terminating employment without further advance notice.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**VOLUNTARY APPLICANT DATA RECORD**

Applicants and employees are treated during any hiring or employment practice without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or disability, or any other legally protected status.

As Federal contractors, we comply with government regulations, including affirmative action responsibilities where they apply.

Solely to help us comply with government record keeping, reporting and other legal requirements, we request that you please fill out the Applicant Data Record below. We appreciate your cooperation.

This data is for periodic government reporting and will be kept in a Confidential File separate from the Application for Employment. **YOUR COOPERATION IN COMPLETING THIS FORM IS PURELY VOLUNTARY AND WILL NOT, IN ANY WAY, AFFECT YOUR CONSIDERATION FOR EMPLOYMENT.**

**PLEASE PRINT**

**AFFIRMATIVE ACTION INFORMATION FORM**

Social Security No. \_\_\_\_\_ Date \_\_\_\_\_  
Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
Address \_\_\_\_\_  
Birthdate \_\_\_\_\_  
Position(s) Applied For \_\_\_\_\_

Referral Source:  Walk In                       Employee Referral       Government Agency       Employment Agency  
 Advertisement                       Executive Search Firm       College/University       Former Employee  
 Professional Society       Business Referral       Job Fair  
 Other \_\_\_\_\_

**VOLUNTARY SURVEY**

To provide government reports on the sex, ethnicity, disabled, veteran and other protected status of applicants, this data is for analysis and possible affirmative action only. SUBMISSION OF INFORMATION IS PURELY VOLUNTARY.

**Please check the appropriate answers.**

**Check One:**

**SEX:**                       Male                       Female  
**RACE/ETHNIC GROUP**       White                       Black                       Hispanic  
    American Indian/Alaskan Native       Asian/Pacific Islander

**Check if any of the following are applicable:**

Vietnam Era Veteran                       Disabled Veteran                       Disabled Individual

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**FOR PERSONNEL DEPARTMENT USE ONLY**

**Position(s) Applied For Is Open:**       Yes                       No  
**EEO Job Group No.** \_\_\_\_\_  
**Position(s) Considered For:** \_\_\_\_\_  
**Position Control No(s)** \_\_\_\_\_ **Date** \_\_\_\_\_ **Company No.** \_\_\_\_\_  
**Interviewer** \_\_\_\_\_

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## HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT

### BINDING ARBITRATION AGREEMENT

**PLEASE TAKE THE TIME TO READ THE FOLLOWING MATERIAL. IT APPLIES TO ANY PERSON SUBMITTING AN APPLICATION OR ACCEPTING EMPLOYMENT AND EMPLOYEES OF THE HOUSING AUTHORITY OF THE BIRMINGHAM DISTRICT (HABD). IT WILL GOVERN ALL CLAIMS, DISPUTES AND LITIGATION FOR APPLICANTS AND EMPLOYEES OF HABD. By signing or submitting your application, you are agreeing to submit all claims against HABD to binding arbitration. Please read the following very carefully. If hired, this Agreement will govern your employment at HABD.**

#### **Arbitration Agreement**

In consideration of each party's promise to resolve Claims by arbitration in accordance with the provisions of this Agreement as governed by HABD rules of arbitration, incorporated by reference in every Arbitration Agreement (available upon request), and as a condition of employment at the HABD, I agree that any controversy or claim whatsoever arising out of or relating to my application, employment, continued employment, employment relationship or the termination of that relationship with the HABD shall be settled by arbitration whether made against HABD or affiliated entities, its individual officers, directors, commissioners, employees or agents. All controversies and claims will be submitted for final and binding arbitration.

Claims covered include, without limitation, claims for wages or other compensation due, claims for breach of any contract or covenant, express or implied, failure to hire, tort claims, claims for discrimination or harassment on bases which include, without limitation, race, sex, sexual orientation, religion, national origin, age, marital status, disability or medical condition, claims for benefits (except where excluded in this Agreement), and claims for violation of any federal, state or other governmental constitution, statute, ordinance, regulation, or public policy including, without limitation, Title VII of the Civil Rights Act of 1964, as amended, any other civil rights statutes, Age Discrimination in Employment Act, The Americans with Disabilities Act, Family and Medical Leave Act, Equal Pay Act, the Fair Labor Standards Act or other wage statutes, the WARN Act, or any federal or state law affecting employment in any manner whatsoever.

All controversies or claims shall be resolved by binding arbitration in accordance with the arbitration rules established by HABD. Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. In the event a claim is brought pursuant to any statute or law providing for the allocation of attorney's fees or cost, the arbitrator shall have the authority to make such allocations in accordance with the applicable law or statute.

Claims not covered by this Agreement involves suits brought on behalf of HABD or employee/applicant seeking a temporary restraining order, preliminary injunction and/or permanent injunction ("injunctive relief") based upon violation of non-compete, and/or confidentiality, and/or non disclosure, and/or solicitation agreements, in the event there is immediate and irreparable injury, loss or damage. The parties agree that neither shall seek monetary damages under this exception to the agreement to arbitrate. However, in the event that HABD is successful in obtaining injunctive relief as defined herein, employee/applicant shall be liable for payment of employer's attorneys' fees, costs and expenses incurred in connection with obtaining injunctive relief. Additional claims not covered by this Agreement are for workers compensation (with the exception of retaliatory discharge under workers compensation), unemployment compensation, company benefits or welfare plans that contain an appeal procedure for resolution of disputes.

The employee and applicants understands that class and collective actions are not permitted under this Agreement and covenants that employee and applicants will not pursue any class or collective actions or

serve as class representative against HABD, but rather will pursue all claims individually via arbitration as outlined herein.

### **Exclusive Remedy**

The parties shall be precluded from bringing or raising in court or another forum any dispute that was or could have been brought or raised under the procedures set forth in this Agreement. For claims covered by this Agreement, arbitration is the parties' exclusive legal remedy. The arbitrator has exclusive authority to resolve any dispute relating to the applicability or enforceability of this Agreement.

### **Internal Efforts**

As a pre-requisite for submitting an employment dispute to arbitration (this requirement does not apply to applicants who were denied employment), both HABD and I agree to make good faith efforts at resolving the dispute through the internal grievance process according to the HABD policy. The appropriate grievance forms and procedures may be obtained from the HABD Human Resources Department. Rules governing the arbitration process may also be obtained from the Human Resources Department. Only when those internal efforts fail will an employment dispute be submitted to a final and binding arbitration under the terms of this Agreement. This will be HABD and the employee's full, final and complete recourse for resolution of employment disputes.

### **Fees and Costs**

The parties agree to share equally the arbitrator's fees and expenses. The HABD will advance the payment for fees and expenses for the arbitrator up to and through the arbitration management conference. All other costs and expenses associated with the arbitration, including, without limitation, each party's respective representative's fees shall be borne by the party incurring the expense. Fee and expense allocation, and reimbursement for advance payments will be determined at the arbitration management conference. In the event of an extreme hardship on an employee (as determined by the arbitrator and pursuant to HABD arbitration rule 15), the arbitration fees may be waived or reduced.

### **Neutral Arbitrator**

Unless the parties agree otherwise, for all hearings one (1) neutral arbitrator shall conduct the hearing and issue a decision.

### **Initiation of the Arbitration Process**

An employee or applicant initiating an arbitration claim must give written notice of any claim to the HABD Executive Director within 45 days from the date the nonbinding decision was rendered through the HABD internal grievance process or within 45 days from the date employment was denied. The notice shall be made in accordance with the HABD arbitration rules. Copies of the rules are available upon request from the HABD Human Resources Department.

### **Arbitration Procedures**

Arbitration pursuant to this Agreement shall be conducted in accordance with the procedures set forth in the HABD arbitration rules in effect at the time the claim is filed, unless the law or the Agreement of the parties provide otherwise. In the event this Agreement conflict with the arbitration rules, the arbitration rules shall govern. In the event federal and state rules conflict with the HABD arbitration rules, the federal and state rules shall govern the proceedings.

HABD retains the right to modify or supplement the arbitration rules on thirty (30) days' written notice and the rules in effect at the time a claim was received governs the claim.

### **Representation**

Parties may act on their own behalf or may be represented by an attorney or by a person who makes an appearance on behalf of a party. All parties and their representatives must follow the procedures, HABD arbitration rules, and the appropriate federal or state rules of evidence, civil procedure, and appellate procedure. The arbitrator may impose sanctions against any offending party.

### **Governing Law**

In reaching a decision, the arbitrator shall apply the governing substantive law of the state of Alabama and or applicable federal law.

The parties expressly agree that the Federal Arbitration Act (FAA) governs the enforceability of this Agreement

### **Location of Arbitration**

Any arbitration conducted under this Agreement shall take place in Birmingham, Alabama unless an alternative location is chosen by the mutual agreement of the parties.

### **Date and Time of Hearing**

The arbitrator shall have the authority to set the date and time of the hearing in consultation with the parties.

### **Rights**

The parties understand that by signing this agreement, and except for those matters excluded, the employee, applicants and HABD waive any right to have employment related disputes litigated in a court or by jury trial.

### **Statute of Limitation**

Any claim governed by this Agreement shall be barred if not filed within 45 days from the nonbinding decision rendered through the HABD internal grievance process for employees and/or within 45 days from the date employment was denied for applicants.

### **No Retaliation**

I understand that HABD has a policy of no retaliation. Under no circumstances will an HABD employee be retaliated against in any way for invoking the Agreement in good faith to seek resolution of a dispute.

### **Not an Employment Agreement**

This Agreement is not, and shall not be construed to create, any contract of employment, expressed or implied, nor shall this Agreement in any way alter the at-will employment status of the employee. All employees are at-will in that either HABD or the employee may discontinue the employment relationship at any time, for any reason or no reason with or without notice.

### **Severability**

A court construing this Agreement may modify, or interpret it in order to render it enforceable. If this Agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree to waive any right to a jury trial with respect to any dispute to which this Agreement applies. If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement.

### **Term- Modification- Revocation**

This Agreement shall survive the employer employee relationship between HABD and the employee, and shall apply to any covered Claim whether it arises or is asserted during employment or after termination of the employee's employment with HABD or the expiration of any benefit plan.

HABD reserves the right to change this Agreement upon thirty (30) days' written notice to employees.

**Entire Agreement**

This Agreement sets forth the complete agreement of the parties on the subject of arbitration of the covered claims defined above and supersedes any prior or contemporaneous oral or written understanding on these subjects. No party is relying on any representations, oral or written, on the subject or the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement. This Agreement shall be binding upon all successors, assigns, representative, heirs, executor, or administrators.

Applicant/  
Employee: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

HABD  
Representative: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Date \_\_\_\_\_