



CDL Driver Employment Application

Lin-Gas is an EQUAL OPPORTUNITY EMPLOYER.

Please fill out this Application completely to be considered for employment with Lin-Gas, Inc. ("Lin-Gas") This Application will be valid for 60 days. If you have not been hired within that period of time, you must complete another Application. Prior to hiring, it is your obligation to ensure that all information in this Application is true and correct in all respects.

*The law requires that you must be able to document that you are **Authorized to Work in the United States as a condition of employment.** Lin-Gas is subject to federal DOT regulations requiring periodic and random substance testing. Lin-Gas requires a drug test as a condition of employment. **Do not apply if you have any reason at all to believe that you will test positive for illegal drugs.***

Date: _____ Social Security No.:* _____
*This information is used for background screening purposes.

Name: _____
Last First Middle

Present address _____
Street City State Zip

Prior address _____
Street City State Zip

Phone: () _____ Home email: _____

Position applying for: _____

Date you can start: _____ Wage per Hour Desired: _____

Are there any days/shift/hours you will NOT work? ____ Y ____ N
If YES, explain: _____

Can you work weekends? ____ Y ____ N

Are you acquainted with or related to a current Lin-Gas employee? ____ Y ____ N
If YES, who: _____

Do you have permanent work authorization (you might have permanent work authorization as a U.S. Citizen, a Permanent Resident Alien, Refugee or Asylee, or as a Temporary Resident Alien under the Immigration Reform and Control Act)? (If "No," please explain and also note that proof of citizenship or immigration status will be required upon employment.) ____ Y ____ N According to federal law, all individuals who are hired must, as a condition of employment, produce certain documentation to verify their identity and United States citizen status or, if aliens, their legal authorization to work in the United States. As a consequence, any offer of employment is contingent upon your ability to produce the required documentation within the time period required by law.

Education	School/Location	Degree/Certificate	Subjects Studied
High School:			
College:			
Trade, Business or Correspondence School			
Other – including Graduate school			

Are you currently subject to a **Non-Compete or Non-Solicitation Agreement** with your existing or any previous employer?
 _____Y _____N *If YES, please provide a copy of the agreement. If a copy of the document cannot be furnished, please explain the terms and conditions of the agreement.*

Have you ever been convicted of any crime, other than a crime that was expunged or sealed by the court? This means all crimes, whether or not you entered any diversion or similar program. It does not include minor traffic offenses (i.e., speeding, wrong turn, failure to wear seat belt, etc.). However, it does include convictions for reckless driving, DUI, and other serious traffic offenses.)
 _____Y _____N
If YES, please use a separate sheet and provide detailed information on each conviction (type of conviction, date of event on which conviction is based, date of conviction, and circumstances).

Is any criminal charge now pending against you? _____Y _____N
If YES, please use a separate sheet and provide detailed information on each (i.e., type of charge, date of event on which charge is based, date of charge, and circumstances).

Providing a false answer to either of the above two questions will bar you from employment. Note: A prior conviction does not exclude you from consideration for employment; however, the type of conviction and when it occurred will be considered. We will assess the following factors on an individualized basis: (a) the direct relationship between previous criminal offense(s) and the position(s) for which you are being considered; and (b) whether hiring you would involve an unreasonable risk to property or to the safety or welfare of others or the general public. In making this determination, we will consider: (a) the specific duties and responsibilities necessarily related to the position(s) for which you are being considered; (b) the bearing, if any, the criminal offense(s) will have on your fitness or ability to perform the duties or responsibilities of such position(s); (c) the time that has elapsed since the offense(s) occurred; (d) your age when they occurred; (e) the seriousness of the offense(s); (f) any information you provide us or that is produced on your behalf in regard to your rehabilitation and good conduct; and (g) our legitimate interest in protecting property, as well as the safety and welfare of others and the general public.

Note: Lin-Gas’ insurance policies provide that any individual employed as a driver must meet certain insurability requirements. If you do not meet those requirements, Lin-Gas cannot employ you. If you are hired as a driver and subsequently fail to meet those requirements, Lin-Gas will terminate your employment. These are additional reasons to provide all of the above-requested information.

Previous Employment:

List all of your employers in the past 10 years beginning with your current or most recent employer. If you check that we may not contact any employer, explain on a separate sheet the reason for that response.

***Driver applicants** must provide the following information on all employers in the past 3 years in order to drive in interstate commerce. Please list the complete mailing address, street number, city, state and zip code. Applicants to drive a **commercial motor vehicle** (includes vehicles having a GVWR or 26,001 lbs. or more, any size vehicle used to transport hazardous materials in a quantify requiring placarding) in intrastate and interstate commerce shall also provide an additional 7 years’ information on those employers for whom the applicant operated such vehicle.*

Date: Month/Year	Name, Address, Phone# of Employer Contact Person	Position/Job Duties	Salary	Reason for Leaving
From:				
To:				
May we contact? Y N				

- Were you subject to the Federal Motor Carrier Safety Regulations while employed by this employer? ___Y ___N
- Was this job designated as a “safety sensitive function” in any DOT-regulated mode subject to alcohol and drug testing requirements as required by 49 CFR Part 40 ___Y ___N

From:				
To:				
May we contact? ___Y ___N				

- Were you subject to the Federal Motor Carrier Safety Regulations while employed by this employer? ___Y ___N
- Was this job designated as a “safety sensitive function” in any DOT-regulated mode subject to alcohol and drug testing requirements as required by 49 CFR Part 40 ___Y ___N

From:				
To:				

	May we contact? ___Y___N			
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- Were you subject to the Federal Motor Carrier Safety Regulations while employed by this employer? ___Y___N
- Was this job designated as a “safety sensitive function” in any DOT-regulated mode subject to alcohol and drug testing requirements as required by 49 CFR Part 40 ___Y___N

From:				
To:	May we contact? ___Y___N			

- Were you subject to the Federal Motor Carrier Safety Regulations while employed by this employer? ___Y___N
- Was this job designated as a “safety sensitive function” in any DOT-regulated mode subject to alcohol and drug testing requirements as required by 49 CFR Part 40 ___Y___N

From:				
To:	May we contact? ___Y___N			

- Were you subject to the Federal Motor Carrier Safety Regulations while employed by this employer? ___Y___N
- Was this job designated as a “safety sensitive function” in any DOT-regulated mode subject to alcohol and drug testing requirements as required by 49 CFR Part 40 ___Y___N

Did you work for any of the above listed employers under a different name? Name used: _____

Accident record for the past 3 years (use separate sheet if more space is needed. If none, write none)

Note: see statement above regarding insurability requirements.

	Dates	Nature of accident	Fatalities	Injuries
last accident				
next previous				
next previous				

Traffic convictions and forfeitures for the past 3 years (other than parking violations. If none, write none)

Location	Date	Charge	Penalty

Experience and Qualifications – Driver Licenses

State	License No.	Type	Expiration Date

A. Have you ever been denied a license, permit or privilege to operate a motor vehicle? ___Y___N

B. Has any license, permit, or privilege ever been suspended or revoked? ___Y___N

If the answer to either A or B is YES, attach a separate sheet, stating the details.

Driving Experience (If none, write none)

Class of Equipment	Type of Equipment (van, tank, flat etc.	Dates		Approx. No. of miles (total)
		From	To	
Straight truck				
Tractor and semi-trailer				

Tractor- 2 trailers				
Motor coach-school bus				
Other				

List states operated in for last 5 years _____

List courses or training that will help you as a driver _____

Which safe driving awards do you hold and from whom? _____

References: Give the names of 3 persons not related to you, whom you have known for at least one year.

Name	Address/Phone Number	Business	Years Acquainted

Applicant Certification and Agreement (Please read carefully):

1. Certification of Truthfulness: I certify that all the statements and information provided by me to Lin-Gas during the hiring process (including, but not limited to, on this Application and/or any resume) are true and accurate. If any such statement or information is found to be false, I will not be considered for employment. If I am hired and Lin-Gas later determines that I provided any false statement or information as described above, **IT WILL RESULT IN TERMINATION OF EMPLOYMENT**, regardless of the date of discovery by Lin-Gas.

2. Physical Exam/Substance Test: Upon Lin-Gas' request, I agree to submit to and promptly cooperate with: (a) any post-offer physical examination by Lin-Gas' physician; (b) a pre-employment substance screening test; (c) all searches undertaken by Lin-Gas; and (d) any substance testing required by Lin-Gas in the future pursuant to its policies and/or DOT requirements. I agree to execute any releases upon request so that Lin-Gas will receive the results of any testing.

3. Authorization for Information: I authorize the references listed above, any prior or current employer, any educational institutions, and any other person or entity to provide Lin-Gas with any and all information concerning my previous employment and/or education, including, but not limited to, disciplinary information and all other information they may have, personal or otherwise. **I hereby release all parties from all liability for any damage or claims that may result from furnishing information to Lin-Gas. I hereby waive written notice to me that the above-described information is being provided to Lin-Gas by any person or entity.**

4. Criminal and Driving Record Check: I understand that Lin-Gas will obtain a criminal and driving record check as a condition of employment. In addition, before any hiring decision is made or while this application is pending, I agree to provide immediate written notice to Lin-Gas if I am arrested for convicted of any crime, other than a minor traffic offense (other than a court-sealed or court-expunged conviction).

5. Employment at Will: If hired, I understand and agree to adhere to all Lin-Gas rules and policies, and I agree that Lin-Gas may change its rules, policies, and benefits at any time in its sole discretion. I understand that any employee handbook or manual does not represent an employment contract if I am hired. If hired, I also agree that my employment will be at-will, and that I may resign for any or no reason at any time, and that Lin-Gas may terminate my employment for any or no reason at any time. In addition, nothing in any Lin-Gas policy, handbook, or manual shall change this at-will status. Changes in my compensation or duties shall not change this at-will status. I understand and agree that no agent or representative of Lin-Gas, other than its President, has any authority to enter into any agreement for employment for any specific or definite period of time or to make any agreement contrary to the foregoing and that the President's authority to do so may be exercised only by a written employment contract signed by Lin-Gas' President.

6. Statute of Limitations and Jury Trial Waiver: In consideration of Lin-Gas' review of this Application, I understand and agree that, whether or not I am hired: (a) any lawsuit, claim, or action (including, but not limited to, any administrative agency claim or action) against Lin-Gas, its employees, agents, or affiliates arising out of or relating to the employment process, any hiring decision, my employment, or the termination of my employment, including, but not limited to, any lawsuit, claim, or action arising under any Local, State, or Federal civil rights statute, must be brought within 180 days of the event giving rise to the claim or be forever barred, and I knowingly and voluntarily waive any limitations period to the contrary; and (b) I also knowingly and voluntarily waive any right that I may have to a jury trial in connection with any such lawsuit, claim, or action, including, without limitation, any claim or action relating to employment discrimination. This means that any such claim or action will be heard by and tried solely before a judge. I am unequivocally waiving each of the above-described rights knowingly and voluntarily.

I have read this *Applicant Certification and Agreement* and I understand it, have had an adequate opportunity to ask any questions regarding it and/or consult my legal counsel regarding it before signing it. I have signed it knowingly and voluntarily.

Date: _____

Signature: _____