

HAINESPORT ENTERPRISES LLC – CDL DRIVER EMPLOYMENT APPLICATION

An Equal Opportunity Employer

COMPLETE IN FULL

APPLICANT INFORMATION					
FIRST NAME		MIDDLE NAME		LAST NAME	
PHONE		EMAIL			
DATE OF BIRTH		SOCIAL SECURITY #			
DATE OF APPLICATION		POSITION APPLIED FOR		DATE AVAILABLE FOR WORK	

Do you have legal right to work in the United States? ☐ YES ☐ NO

PREVIOUS THREE YEARS RESIDENCY					
<i>Attach additional sheet if more space is needed</i>					
	STREET	CITY	STATE	ZIP CODE	# OF YEARS AT ADDRESS
CURRENT					
MAILING					
PREVIOUS					
PREVIOUS					
PREVIOUS					

LICENSE INFORMATION				
No person who operates a commercial motor vehicle shall at any time have more than one driver's license (49 CFR 383.21). I certify that I do not have more than one motor vehicle license, the information for which is listed below. Include all licenses held for the past 3 years; attach additional sheets if needed.				
STATE	LICENSE #	TYPE/CLASS	ENDORSEMENTS	EXPIRATION DATE
PREVIOUSLY HELD LICENSES				

DRIVING EXPERIENCE				
CLASS OF EQUIPMENT	TYPE OF EQUIPMENT (VAN, TANK, FLAT, ETC.)	DATE FROM	DATE TO	APPROX # OF MILES (TOTAL)
STRAIGHT TRUCK				
TRACTOR & SEMI-TRAILER				
TRACTOR & 2 TRAILERS				
TRACTOR & TANKER				
OTHER				

ACCIDENT RECORD FOR THE PAST 3 YEARS

Attach additional sheet if more space is needed. Check this box if none ☐

DATES (List most recent first)	NATURE OF ACCIDENT (Head-on, rear-end, upset, etc.)	# FATALITIES	# INJURIES	CHEMICAL SPILLS (Y/N)

TRAFFIC CONVICTIONS AND FORFEITURES FOR THE PAST 3 YEARS (OTHER THAN PARKING VIOLATIONS)

Attach additional sheet if more space is needed. Check this box if none ☐

DATE CONVICTED (Month/Year)	VIOLATION	STATE OF VIOLATION	PENALTY (Forfeited bond, collateral and/or points)

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

☐ YES ☐ NO

If yes, explain

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

☐ YES ☐ NO

If yes, explain

EMPLOYMENT HISTORY

The Federal Motor Carrier Safety Regulations (49 CFR 391.21) require that all applicants wishing to drive a commercial vehicle list all employment for the last three (3) years. ***In addition, if you have driven a commercial vehicle previously, you must provide employment history for an additional seven (7) years (for a total of ten (10) years). Any gaps in employment in excess of one (1) month must be explained.***

Start with the last or current position, including any military experience, and work backwards (attach separate sheets if necessary). You are required to list the complete mailing address, including street number, city, state, zip; and complete all other information.

CURRENT (MOST RECENT) EMPLOYER					
NAME				PHONE	
ADDRESS					
POSITION HELD		FROM MO/YR		TO MO/YR	
REASON FOR LEAVING				SALARY	
EXPLAIN ANY GAPS IN EMPLOYMENT (Include month/year & reason)					

While employed here, were you subject to the Federal Motor Carrier Safety Regulations? ☐ YES ☐ NO

Was the job designated as a safety-sensitive function in any Department of Transportation-regulated mode subject to alcohol and controlled substances testing as required by 49 CFR, part 40? ☐ YES ☐ NO

SECOND (MOST RECENT) EMPLOYER

NAME				PHONE		
ADDRESS						
POSITION HELD		FROM MO/YR		TO MO/YR		
REASON FOR LEAVING				SALARY		
EXPLAIN ANY GAPS IN EMPLOYMENT (Include month/year & reason)						
While employed here, were you subject to the Federal Motor Carrier Safety Regulations? ☐ YES ☐ NO						
Was the job designated as a safety-sensitive function in any Department of Transportation-regulated mode subject to alcohol and controlled substances testing as required by 49 CFR, part 40? ☐ YES ☐ NO						

THIRD (MOST RECENT) EMPLOYER

NAME				PHONE		
ADDRESS						
POSITION HELD		FROM MO/YR		TO MO/YR		
REASON FOR LEAVING				SALARY		
EXPLAIN ANY GAPS IN EMPLOYMENT (Include month/year & reason)						
While employed here, were you subject to the Federal Motor Carrier Safety Regulations? ☐ YES ☐ NO						
Was the job designated as a safety-sensitive function in any Department of Transportation-regulated mode subject to alcohol and controlled substances testing as required by 49 CFR, part 40? ☐ YES ☐ NO						

EDUCATION

SCHOOL	NAME & LOCATION	COURSE OF STUDY	YEARS COMPLETED	GRADUATE Y N		DETAILS
High School				☐	☐	
College				☐	☐	
Other				☐	☐	

OTHER QUALIFICATIONS

Please list any other qualifications that you have and which you believe should be considered.

TO BE READ AND SIGNED BY APPLICANT

I authorize you to make investigations (including contacting current and prior employers) into my personal, employment, financial, medical history, and other related matters as may be necessary in arriving at an employment decision. I hereby release employers, schools, health care providers, and other persons from all liability in responding to inquiries and releasing information in connection with my application.

In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge. I also understand that I am required to abide by all rules and regulations of the Company.

I understand that the information I provide regarding my current and/or prior employers may be used, and those employer(s) will be contacted for the purpose of investigating my safety performance history as required by 49 CFR 391.23. I understand that I have the right to:

- Review information provided by current/prior employers;
- Have errors in the information corrected by previous employers, and for those previous employers to resend the corrected information to the prospective employer; and
- Have a rebuttal statement attached to the alleged erroneous information, if the previous employer(s) and I cannot agree on the accuracy of the information.

This certifies that I completed this application, and that all entries on it and information in it are true and complete to the best of my knowledge. Note: A motor carrier may require an applicant to provide more information than that required by the Federal Motor Carrier Safety Regulations.

Applicant Signature		Date	
Applicant Name (printed)			

ARBITRATION CLAUSE

By signing below, I acknowledge and agree that any dispute, claim, or controversy arising out of or relating to my application for employment, employment, or termination of employment with Hainesport Entreprises, LLC (or HEI Mercer Spring DIV, LLC) including but not limited to contract, tort, common law, and statutory claims of any kind, both state and federal, including but not limited to claims of discrimination, harassment, wrongful termination, whistleblower, or wage and hour violations, shall be resolved exclusively through final and binding arbitration. This arbitration shall be administered by and conducted in accordance with the rules of the American Arbitration Association (AAA) and governed by the substantive laws of the State of New Jersey, and the Federal Arbitration Act, as applicable. This agreement does not prevent me from filing a claim with a government agency, such as the Equal Employment Opportunity Commission (EEOC) or the New Jersey Division on Civil Rights, or from filing a claim for sexual assault or sexual harassment under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021. If, and only if, AAA is unwilling or unable to administer the arbitration for any reason, the parties agree that such arbitration will instead be conducted and administered by JAMS under its then-current employment arbitration rules, or if JAMS is also unavailable, by another recognized arbitration organization mutually agreed by the parties. If the parties cannot agree, either party may petition a court of competent jurisdiction in Burlington County, New Jersey to appoint an administrator. Arbitration shall be conducted in Burlington County, New Jersey, before a single neutral arbitrator. I understand that by agreeing to arbitration, I am waiving my right to a trial by jury, and the right to have my claim heard in a Court of law. If any portion of this arbitration provision is found to be invalid or unenforceable, such portion will be severed, and the remainder of this provision will remain in full force and effect to the maximum extent permitted by law. If any provision of this arbitration clause is determined by the arbitrator or a court of competent jurisdiction to be overly broad or otherwise unenforceable as written, the arbitrator or court is authorized and directed to modify such provision so that it is enforceable to the fullest extent permitted by applicable law.

Print name

Date

Signature

Alise M. Jordan
Hainesport Enterprises LLC