



Corporate Office: 1543 West 16th Street • Long Beach, CA 90813
 (562) 432-3946 • HR Fax (562) 628-9798 • www.amberresources.com

COMMERCIAL DRIVER EMPLOYMENT APPLICATION

Equal Employment Opportunity Policy: M.O. Dion & Sons, Inc. dba Dion & Sons (the "Company") are committed to providing equal employment opportunities to all employees and applicants without regard to race, ethnicity, religion, color, sex (including childbirth, breast feeding and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other protected status in accordance with all applicable federal, state and local laws.

PLEASE PRINT CLEARLY AND COMPLETE ALL SECTIONS. RESUME WILL NOT BE ACCEPTED IN LIEU OF A COMPLETED EMPLOYMENT APPLICATION.

Date:	Last Name:	First Name:
Address:	City:	State: Zip Code:
Home/Cell Phone: ()	Alternate Phone: ()	
Best time to call?	Date of Birth (Per DOT regulations):	/ /
Work Location (City) Desired:		
Rate of pay expected for the position you are applying for?		per <input type="checkbox"/> Hour <input type="checkbox"/> Year
How did you hear about us/this position (ex: Referred, Online Ad, Banner, etc.)?		
If referred, who referred you?	Relationship to person that referred you?	

Have you ever applied to or worked for Dion & Sons? <input type="checkbox"/> Yes <input type="checkbox"/> No
If you have worked for Dion and Sons before, explain reason for leaving the company? If you have worked for Dion and Sons before, provide employment dates: From: ____/____/____ To: ____/____/____
Do you have any friends or relatives who work for Dion & Sons? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who?
If hired, can you present evidence of your legal right to live and work in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No
If hired, when would you be available to start?
Do you have any schedule restrictions? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the days and hours you are unavailable for work below.
Are you available to work: Overtime? Nights? Weekends? Holidays? On Call?
Is there any reason you might be unable to perform the physical functions of the job, including regularly lifting, pushing and/or pulling up to 75 pounds? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list any accommodations needed to perform the functions of the job.

High School Name:	City & State:	Diploma Received?
College/University Name:	City & State:	Degree Received?
Trade/Vocational School Name:	City & State:	Certificate/Degree Received?

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Driving/Equipment Experience:	Type	Dates (From/To)	Approx. No. of Miles Driven
Straight Truck <input type="checkbox"/> Yes <input type="checkbox"/> No	Flat Van Refer Tanker		
Tractor & Semi Trailer <input type="checkbox"/> Yes <input type="checkbox"/> No	Flat Van Refer Tanker		
Other (explain):			
PTO's <input type="checkbox"/> Yes <input type="checkbox"/> No	Length of experience: Months Years		
Mobile Fueling <input type="checkbox"/> Yes <input type="checkbox"/> No	Length of experience: Months Years		
Handheld Computers <input type="checkbox"/> Yes <input type="checkbox"/> No			
List all states operated in for the last 5 years:			
List special courses or training that will help you as a driver:			
List any safe driving awards , additional courses or training completed (related to the position you are applying for):			

DRIVING RECORD

The position you are applying for may require you to drive and maintain an insurable driving record with our insurer. Please list any traffic convictions (other than parking violations), suspensions/forfeitures and/or accidents received within the last 3 years:

Date: Violation/Accident Details:

Date: Violation/Accident Details:

Date: Violation/Accident Details:

Date: Violation/Accident Details:

Employment History

List all present and past employment starting with MOST RECENT employer (last ten years is sufficient) and account for all periods of unemployment. Do not leave any field blank. Resume will not be accepted in lieu of this section being completed.

Employer Name:	Dates of employment: From: To:
Address:	Position Held:
City: State:	Zip Code:
Contact Person/Department:	Phone Number:
Email:	Fax Number:
Reason for Leaving:	
May we contact this employer to verify employment? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:	
Were you subject to the FMCSR's† (see pg. 4) (Federal Motor Carrier Safety Regulations) while employed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Was your job designated as a safety-sensitive function in any DOT REGULATED* (see below explanation below) mode subject to the Drug and Alcohol Testing Requirements of 49 CFR Part 40? <input type="checkbox"/> Yes <input type="checkbox"/> No	

*Includes vehicles having a GVWR of 26,001 pounds or more, vehicles designed to transport 16 or more passengers (including the driver), or any size vehicle used to transport hazardous materials in a quantity requiring placarding.

†The Federal Motor Carrier Safety Regulations (FMCSR's) apply to anyone operating a motor vehicle on a highway in interstate commerce to transport passengers or property when the vehicle: (1) weighs or has a GVWR or 10,001 pounds or more, (2) is designed or used to transport more than 8 passengers (including the driver), OR (3) is of any size and is used to transport hazardous materials in the quantity requiring placarding.

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Employer Name:		Dates of employment: From:	To:
Address:		Position Held:	
City:	State:	Zip Code:	
Contact Person/Department:		Phone Number:	
Email:		Fax Number:	
Reason for Leaving:			
May we contact this employer to verify employment? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Were you subject to the FMCSR's† (see pg. 4) (Federal Motor Carrier Safety Regulations) while employed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Was your job designated as a safety-sensitive function in any DOT REGULATED* (see page 4) mode subject to the Drug and Alcohol Testing Requirements of 49 CFR Part 40? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Employer Name:		Dates of employment: From:	To:
Address:		Position Held:	
City:	State:	Zip Code:	
Contact Person/Department:		Phone Number:	
Email:		Fax Number:	
Reason for Leaving:			
May we contact this employer to verify employment? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Were you subject to the FMCSR's† (see pg. 4) (Federal Motor Carrier Safety Regulations) while employed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Was your job designated as a safety-sensitive function in any DOT REGULATED* (see page 4) mode subject to the Drug and Alcohol Testing Requirements of 49 CFR Part 40? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Employer Name:		Dates of employment: From:	To:
Address:		Position Held:	
City:	State:	Zip Code:	
Contact Person/Department:		Phone Number:	
Email:		Fax Number:	
Reason for Leaving:			
May we contact this employer to verify employment? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:			
Were you subject to the FMCSR's† (see pg. 4) (Federal Motor Carrier Safety Regulations) while employed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Was your job designated as a safety-sensitive function in any DOT REGULATED* (see page 4) mode subject to the Drug and Alcohol Testing Requirements of 49 CFR Part 40? <input type="checkbox"/> Yes <input type="checkbox"/> No			

CHECK HERE If additional Employment History is listed on back.

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Drug and Alcohol Free Workplace Notice and Testing Policy

M.O. Dion & Sons, Inc. dba Dion & Sons (hereinafter referred to as the "Company") is committed to maintaining a safe, healthy, and efficient working environment for all of its employees. The presence of alcohol and drugs in the work place, and the influence of those substances on employees pose serious safety and health risks to both the user and to all those who work with him or her. Impairments from drugs or alcohol threaten everyone's safety and the success of our operation.

We need not and will not accept any risk to safety, quality, or productivity that may be caused by alcohol abuse and/or drug use by employees. Compliance with the Company's alcohol and drug program is a term and condition of employment.

The Company has implemented a post-offer and upon reasonable suspicion drug and alcohol testing policy for all employees. All new hires will be tested for drug and alcohol use. Employees in safety sensitive positions may be tested on a random or periodic basis to the extent permitted by applicable state and federal laws. It is also a term and condition of employment that employees submit to a drug or alcohol test if the Company has a reasonable suspicion that the employee is impaired while on the premises. Refusal to cooperate with an investigation, submit to a reasonable suspicion test, tampering with any screening sample, failing to execute consent forms when required by the Company, or any positive test result is grounds for disciplinary action, up to and including immediate termination.

APPLICANT ACCEPTANCE

1. I have read the Company's Alcohol and Drug Policy above. I understand, if offered employment, I must agree to undergo a post-offer drug and alcohol testing and, if hired, I must comply with the testing program and policies.
2. I certify that I have not knowingly withheld any information on this Employment Application that might adversely affect my chance for employment, and I agree that the answers provided by me are true and correct to the best of my knowledge.
3. I authorize the company to thoroughly investigate my references, work record, safety performance history, DOT drug and alcohol testing history, education, training, and other matters related to my suitability for employment. I further authorize the reference and previous employers listed on this Employment Application to disclose to the Company any and all letters, reports, and other information related to my work records, without giving me prior notice of such disclosure.
4. I release the Company, my former employer, and all other persons, corporations, partnerships, and associations from any and all claims, demands, or liabilities arising out of or in any way related to such investigation or disclosure.
5. I understand that information I provide regarding current and/or previous employers may be used, and those employer(s) will be contacted, for the purpose of investigating my employment and my safety performance history, as required by 49 CFR 391.23(d) and (e). I understand that I have the right to:
 - a. Review information provided by previous employers;
 - b. Have errors in the information corrected by previous employers and for those previous employers to re-send the corrected information to the prospective employer; and
 - c. 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.
6. I understand that nothing contained in the Employment Application or conveyed during any interview is/was intended to create an employment contract between me and the company. My employment-at-will status, if I am hired, may only be changed in a written document signed by the President of the Company.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT THIS APPLICATION WAS COMPLETED BY ME AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Printed Name _____ Social security Number: _____

Signature _____ Date _____

Commercial Driver Employment Application

Applicant's Statement and Agreement

1. In the event of my employment in a position with M.O. Dion & Sons, Inc. dba Dion & Sons (the "Company"), I will comply with all rules and regulations of this Company. I understand that the Company may require me to submit to a test for the presence of drugs in my system prior to employment and at any time during my employment, to the extent permitted by law. I also understand that any offer of employment may be contingent upon the passing of a physical examination. I consent to the disclosure of the results of any physical examination and related tests to the Company. I also understand that I may be required to take other tests such as personality and honesty tests, prior to and during my employment. I understand that should I decline to sign this consent or take any of the above tests, my application for employment may be rejected or my employment may be terminated. I understand that bonding may be a condition of hire. If it is, I will be so advised either before or after hiring and a bond application will have to be completed.

2. I further understand that the Company may contact my previous employers. I authorize those employers to disclose to the Company all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I hereby waive any rights or claims I have or may have against my former employers, their agents, employees, and representatives, as well as other individuals who release information to the Company, and release them from any and all liability, claims, or damages that may directly or indirectly result from the use, disclosure, or release of any such information by any person or party, whether such information is favorable or unfavorable to me. I authorize the persons named herein as personal references to provide the Company with any pertinent information they may have regarding myself. I also authorize the Company to use social media and other internet resources as part of the pre-employment screening process to the extent permitted by law.

3. I hereby state that all the information that I have provided on this application or any other documents completed in connection with my employment, and in any interview, is true and accurate. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any information provided to the Company is found to be false or incomplete in any respect, I may be dismissed. I understand if selected for hire, it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete an I-9 Form in this regard.

4. I and the Company agree to utilize binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment, or my application for employment. I and the Company each specifically waive and relinquish our respective rights to bring a claim against the other in a court of law and to have a trial by jury. Both I and the Company agree that any claim, dispute, and/or controversy that I may have against the Company (or its owners, directors, officers, managers, employees, or agents), or the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Included within the scope of this Agreement are all disputes, whether based on tort, negligence, contract, statute (including, but not limited to, any claims of discrimination, harassment, and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or other claims that are not subject to arbitration under current law. Moreover, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement).

5. In addition to any other requirements imposed by law, the arbitrator selected to hear claims under this Agreement shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this Agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

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Applicant's Statement and Agreement - continued

6. I agree that, if hired, my employment shall not be for any specific duration and either the Company or I may terminate my employment relationship at any time, with or without cause and/or with or without prior notice. This express at-will acknowledgement supersedes any and all prior representations or understandings, whether written or oral, express or implied, between the Company and me. My employment-at-will status, if I am hired, may only be changed in a written document signed by the president of the Company.

7. If any term or provision or any portion of this Agreement is deemed invalid or unenforceable, it shall be severed and the remainder of this Agreement shall be enforceable. Under no circumstances shall this Agreement be construed to allow arbitration on a class, collective, or other similar basis.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY APPLICATION FOR EMPLOYMENT OR MY EMPLOYMENT IF HIRED.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Print Full Name

Signature

Date

[RETAIN IN PERSONNEL FILE]

Dion and Sons, Inc.
1543 W 16th Street
Long Beach, CA 90813
Human Resources: (562) 432-3946 • Confidential Fax: (562) 628-9798
Email: hr@amberresources.com

Commercial Driver Safety Performance History Records Request
Part I: Disclosure and Authorization for Release of Information for
Employment Purposes – 49 CFR 391.23 DOT Drug and Alcohol Testing

In accordance with DOT Regulation 49 CFR Part 391.23, I hereby authorize release of my DOT regulated drug and alcohol testing records by the DOT regulated employer(s) listed below. I understand that information and documents released pursuant to this Part is limited to the following DOT regulated testing items, including pre-employment testing results occurring during the previous three (3) years: (i) alcohol tests with a result of 0.04 or higher, (ii) verified positive drug tests; (iii) refusals to be tested, including adulterated and/or substituted tests; (iv) other violations of the DOT drug and alcohol testing regulations, including violations of 49 CFR 382 Subpart B; (v) information obtained from previous employers of a drug and alcohol rule violations and (vi) any documentation of completion of the return to duty process following a rule violation.

If any company listed below furnishes Dion and Sons with information concerning items (i) through (vi) above, I also authorize such company to furnish the following information to Dion and Sons, if applicable, (i) dates of positive drug and/or alcohol tests and/or tests with results below 0.04 during the previous three (3) years, and (ii) the name and phone number of any substance abuse professionals who evaluated me during the previous three (3) years.

Previous DOT Regulated Employer Name	City	State	Phone Number
_____	_____	_____	(____) _____
_____	_____	_____	(____) _____
_____	_____	_____	(____) _____
_____	_____	_____	(____) _____
_____	_____	_____	(____) _____
_____	_____	_____	(____) _____

By signing below, I certify that:

- (i) All information provided by me is complete and accurate;
- (ii) I have read and fully understand the disclosure and authorization for release as well as the attached FMCSA Notification of Driver Rights and any applicable state law notices;
- (iii) Prior to signing, I was given an opportunity to ask questions and to have those questions answered to my satisfaction;
- (iv) I execute this authorization voluntarily and with the knowledge that the information obtained, pursuant to this authorization could affect my eligibility for employment, promotion, and/or retention;
- (v) I understand I may review this document with legal counsel prior to signing, and
- (vi) Facsimile or photographic copies of this authorization are as valid as the original document.

Applicant Printed Name _____ Social Security # _____

Applicant Signature _____ Date _____

Commercial Driver Safety Performance History Records Request

1. Was the applicant employed as a commercial driver for your company? Yes No If no, please sign and return.
2. Are the employment dates listed on page 1 of this document correct? Yes No
 - a. If not correct, please provide correct dates: From _____ to _____
 - b. If rehired, please provide all employment dates and positions held:

Position: _____	From: _____	To: _____
Position: _____	From: _____	To: _____
Position: _____	From: _____	To: _____

3. Please indicate the type of equipment driven:

Bobtail Box/Flatbed Truck/Trailer Tank Other: _____

4. Accidents: Highway: # _____ # At Fault _____
 Non Highway: # _____ # At Fault _____

5. Drug/Alcohol information:

Please include any required DOT drug or alcohol testing information obtained from prior employers in the previous 3 years prior to the application date shown on page 1 of this document.

- a. Alcohol test results .04 or greater in the previous 3 years? Yes No
- b. Positive Drug test in previous 3 years? Yes No
- c. Refusal to submit to an alcohol or drug test in previous 3 years? Yes No
- d. Have you received any information that this individual violated DOT Drug and Alcohol regulations in the past 3 years? Yes No

If you answered yes to any of the above Drug and Alcohol questions, please provide the dates of all positive tests and include SAP documents:

Drug List Date(s): _____ SAP documents attached? Yes No
If no, why?

Alcohol List Date(s): _____ SAP documents attached? Yes No
If no, why?

6. If the applicant was a petroleum driver, please answer the following:

Cross Contaminations # _____
 Dome outs/spills # _____

7. Reason for leaving your organization: Voluntary Involuntary _____

8. Would you rehire this individual? Yes No

9. Is there anything else you can share about this individual regarding his/her work performance?

- a. Quality/Productivity? Excellent Good Fair
- b. Communication/Interpersonal Skills? Excellent Good Fair
- c. Attendance? Excellent Good Fair
- d. Safety? Excellent Good Fair

Completed by (Name): _____ Job Title: _____

Phone Number: _____ Date: _____

Please fax this page only back to (562) 628-9798 – No cover sheet needed.

Thank you for your prompt reply.