

APPLICATION FOR EMPLOYMENT COMMERCIAL MOTOR VEHICLE OPERATOR

LEE JENNINGS TARGET EXPRESS, INC
1465 E. Franklin Ave. Pomona, CA 91766
Phone (800) 229-1737, Fax (909) 865-1405

In compliance with Federal and State equal employment opportunity laws, qualified applicants are considered for all positions without regard to race, color, religion, sex, sexual preference, national origin, age, marital status, disability or other protected status.

(Please answer all questions – Please sign pages 4, 5, 6 & 7 - Incomplete applications will not be considered for employment)

Date of Application _____

Position(s) Applied for _____

Name _____ Social Security No. _____
Last First Middle Initial

List your addresses of residency for the past 3 years.

Current Address _____
Street City

State Zip Code Phone How long? _____

Previous Addresses _____
Street City State & Zip Code How long? _____

Street City State & Zip Code How long? _____

Street City State & Zip Code How long? _____

Do you have the legal right to work in the United States? _____

Date of Birth _____ Can you provide proof of age? _____
(Required for Commercial Driver Applicants)

Have you worked for Lee Jennings Enterprizes, Target Express or Lee Jennings Target Express before? _____ Where? _____

Dates: From _____ To _____ Rate of Pay _____ Position _____

Reason for leaving employment with the company _____

Are you now employed? _____ If not, how long since you left your last employment? _____

Who if anyone referred you? _____ Rate of pay expected _____

Is there any reason you might be unable to perform the functions of the job for which you have applied (as described in the attached job description)?

If yes, explain if you wish _____

Continue to next page – EXPERIENCE AND QUALIFICATIONS

EXPERIENCE AND QUALIFICATIONS AS A CMV OPERATOR

List all driver licenses you currently maintain.

Please list all of your current driver licenses	State	License Number	Type	Endorsements	Expiration Date

List all commercial motor vehicle driving experience.

Power Unit	Trailing Equipment (Van, Flat, Tank, Dump, Etc.)	Dates of Operation		Estimated Miles Driven
		(From)	(To)	
Straight Truck				
Truck & Trailer				
Tractor & Trailer				
Tractor & Doubles				
Bus / Van / Other				

List all accidents involved in during the last 3 years (Attach another sheet if required). If you were not involved in an accident, write NONE.

List all accidents that you were involved in	Date	Location	Number Fatalities	Number Injuries	Nature of Accident

List all traffic convictions and forfeitures during the last 3 years (Attach another sheet if required). If none, write NONE.

List all traffic citations that you have received	Date	Location	Charge	Penalty

List all states operated in for the last 5 years _____

List courses of study or training that may help you as a driver _____

List any safe driving awards you have received _____

- | | | |
|---|-----|----|
| (1) Have you ever been denied a license, permit or privilege to operate a motor vehicle? | Yes | No |
| (2) Has any license, permit or privilege to operate a motor vehicle suspended or revoked? | Yes | No |
| (3) Is there anything that would restrict your ability to obtain or retain a hazardous materials endorsement? | Yes | No |

IF THE ANSWER TO EITHER QUESTION (1) or (2) or (3) IS YES, PLEASE ATTACH A STATEMENT GIVING DETAILS.

Continue to next page – EMPLOYMENT HISTORY

EMPLOYMENT HISTORY

All applicants must provide the following information for all employers during the preceding 3 years.
 All driver applicants must also provide an additional 7 years of information for any employer that employed you to operate a commercial motor vehicle.

List employers in reverse order, starting with the most recent.

1	EMPLOYER			DATE	
Name			Start	End	
Address			Position		
City	State	Zip	Salary		
Contact	Phone		Reason for leaving		

2	EMPLOYER			DATE	
Name			Start	End	
Address			Position		
City	State	Zip	Salary		
Contact	Phone		Reason for leaving		

3	EMPLOYER			DATE	
Name			Start	End	
Address			Position		
City	State	Zip	Salary		
Contact	Phone		Reason for leaving		

4	EMPLOYER			DATE	
Name			Start	End	
Address			Position		
City	State	Zip	Salary		
Contact	Phone		Reason for leaving		

5	EMPLOYER			DATE	
Name			Start	End	
Address			Position		
City	State	Zip	Salary		
Contact	Phone		Reason for leaving		

6	EMPLOYER			DATE	
Name			Start	End	
Address			Position		
City	State	Zip	Salary		
Contact	Phone		Reason for leaving		

7	EMPLOYER			DATE	
Name			Start	End	
Address			Position		
City	State	Zip	Salary		
Contact	Phone		Reason for leaving		

Continue to next page - ARBITRATION AGREEMENT

ARBITRATION AGREEMENT

Agreement:

I agree that any claim, dispute, or controversy (including, but not limited to, any and all claims of discrimination and harassment) which would otherwise require or allow resort to any court or other dispute resolution forum between myself and the company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefits and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the company, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of 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, and Employment Development department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act., 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); provided however, that: In addition to the requirements imposed by law any arbitrator herein shall be a retired California Supreme Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court.

To the extent possible in civil actions in California courts, the following shall apply and be observed: 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. Resolution of the dispute 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. 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 and 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 and 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 and, at either party's request within 10 days after issuance of the award, shall be subject to reversal, remand or modification following review of the record and arguments of the parties by a second arbitrator who shall as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial.

Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity shall remain unaffected.

Statement:

I UNDERSTAND BY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH I AND THE COMPANY GIVE UP OUR RIGHTS TO TRIAL BY JURY.

(If you have any questions regarding the above arbitration agreement or statement, please discuss it with a legal representative before signing.)

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND AND AGREE TO THE ABOVE ARIBTRATION AGREEMENT AND STATEMENT.

Signature of Applicant _____

Date _____

Printed Name of Applicant _____

Continue to next page - DRUG AND ALCOHOL TESTING / EXAMINATIONS

DRUG AND ALCOHOL TESTING / EXAMINATIONS

- In the event of my employment to a position in this Company, I will comply with all rules and regulations of this Company.
- I understand that the Company reserves the right to 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 may require me submit for tests for drugs and/or alcohol, 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 employment and during employment.
- I understand that should I decline to sign this consent or decline to 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.

(If you have any questions regarding the above points or statements, please discuss them with a legal representative before signing.)

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE POINTS AND STATEMENTS AND BY SIGNING BELOW, AGREE TO EACH POINT AND STATEMENT.

Signature of Applicant _____

Date _____

Printed Name of Applicant _____

Continue to next page - BACKGROUND INVESTIGATIONS

BACKGROUND AND DRIVING RECORD INVESTIGATIONS

- I authorize the company or its agents to investigate my driving record in accordance with the Driver's Privacy Protection Act of 1994. (18 U.S.C. Sec. 2721 et seq.)
- I also authorize any and all state Department(s) of Motor Vehicles to release my information to the company or its authorized agents in accordance Department of Transportation regulations requiring an employer to investigate the driving record of an applicant or employee and the Driver's Privacy Protection Act of 1994. (18 U.S.C. Sec. 2721 et seq.)
- I further authorize any and all state Department(s) of Motor Vehicles to disclose to the company all records and information pertinent to my driving record. In addition to authorizing the release of my driving record, I hereby fully waive any rights or claims I have or may have against the state Department(s) of Motor Vehicles, my perspective employer, their agents, employees and representatives, as well as other individuals who may 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 understand that the company may investigate my criminal record and that an investigative consumer report may be prepared whereby information is obtained through personal interviews with my neighbors, friends, personal references, and others with whom I am acquainted. This inquiry includes information as to my character, general reputation, personal characteristics and mode of living.
- I authorize the company to obtain a consumer report on me. I also acknowledge and certify that I have been given prior written notification that a consumer report may be obtained and that I have been given a copy of said written notification.
- I understand that I have the right to make a written inquiry, within a reasonable period of time, to receive additional detailed information about the nature and scope of this investigation.
- I hereby state that all information that I provided on this application or any other documents filled out in connection with my employment, and in any interview, is true and correct. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any such information is later found to be false or incomplete in any respect, I may be dismissed.
- I further understand that the company may contact my previous employers and 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 fully 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 my previous employment information.

(If you have any questions regarding the above points or statement, please discuss them with a legal representative before signing.)

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE POINTS AND STATEMENTS AND BY SIGNING BELOW, AGREE TO EACH POINT AND STATEMENT. THIS ALSO CERTIFIES 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.

Signature of Applicant _____

Date _____

Printed Name of Applicant _____

Continue to next page – PSP RECORD CONSENT

**IMPORTANT NOTICE
REGARDING BACKGROUND REPORTS FROM THE *PSP Online Service***

1. In connection with your application for employment with Lee Jennings Target Express, Inc. ("Prospective Employer"), Prospective Employer, its employees, agents or contractors may obtain one or more reports regarding your driving, and safety inspection history from the Federal Motor Carrier Safety Administration (FMCSA).

When the application for employment is submitted in person, if the Prospective Employer uses any information it obtains from FMCSA in a decision not to hire you or to make any other adverse employment decision regarding you, the Prospective Employer will provide you with a copy of the report upon which its decision was based and a written summary of your rights under the Fair Credit Reporting Act before taking any final adverse action. If the final adverse action is taken against you based on your driving history or safety report, the Prospective Employer will notify you that the action has been taken and that the action was based in part or in whole on this report.

When the application is submitted by mail, telephone, computer, or other similar means, if the Prospective Employer uses any information it obtains from the FMCSA in a decision not to hire you or to make any other adverse employment decision regarding you, the Prospective Employer must provide you within three business days of taking the adverse action oral, written or electronic notification: that adverse action has been taken based in whole or in part on the information obtained from FMCSA; the name, address, and the toll free number of FMCSA; that the FMCSA did not make the decision to take the adverse action and is unable to provide with specific reasons why the adverse action was taken; and that you may, upon providing proper identification, request a free copy of the report and may dispute with the FMCSA the accuracy or completeness of any information or report. If you request a copy of a driver record from the Prospective Employer who procured the report, then within 3 business days of receiving your request, together with proper identification, the prospective Employer must send or provide to you a copy of your report and a summary of your rights under the Fair Credit Reporting Act.

The Prospective Employer cannot obtain background reports from the FMCSA unless you consent in writing.

If you agree that the Prospective Employer may obtain such background reports, please read the following and sign below:

2. **I authorize Lee Jennings Target Express, Inc ("Prospective Employer") to access the FMCSA Pre-Employment Screening Program (PSP) system to seek information regarding my commercial driving safety record and information regarding my safety inspection history. I understand that I am consenting to the release of safety performance information regarding crash data from the previous five (5) years and inspection history from the previous three (3) years. I understand and acknowledge that this release of information may assist the Prospective Employer to make a determination regarding my suitability as an employee.**
3. I further understand that neither the Prospective Employer nor the FMCSA contractor supplying the crash and safety information has the capability to correct any safety data that appears to be incorrect. I understand that I may challenge the accuracy of the data by submitting a request to <https://dataqs.fmcsa.dot.gov>. If I am challenging crash or inspection information reported by a State, FMCSA cannot change or correct this data. I understand my request will be forwarded by the DataQs system to the appropriate State for adjudication.
4. Please note: Any crash or inspection in which you were involved will display on the PSP report. Since the PSP report does not report, or assign, or imply fault, it will include all Commercial Motor Vehicle (CMV) crashes where you were a driver or co-driver and where those crashes were reported to the FMCSA regardless of fault. Similarly, all inspections, with or without violations, appear on a PSP report. State citations associated with FMCSA violations that have been adjudicated by a court of law will also appear, and remain, on a PSP report.

I have read the above Notice Regarding Background Reports provided to me by Prospective Employer and I understand that if I sign this consent form, Prospective Employer may obtain a report of my crash and inspection history. I hereby authorize Prospective Employer and its employees, authorized agents, and/or affiliates to obtain the information authorized above.

Signature of Applicant _____

Date _____

Printed Name of Applicant _____

Application for employment completed – POSITION DESCRIPTION BEGINS ON PAGE 8

POSITION DESCRIPTION

JOB TITLE:	CLASS A/B CMV DRIVER	DATE:	12/18/2012
JOB CODE:	CMVD12182012	REVISION:	2.1

JOB SUMMARY:

Pick up, transport and deliver freight employing a combination of driving tractor trailer combinations or trucks, including the handling of freight and completion of required paperwork and/or electronic equivalents. Interface with customers as required to facilitate company objectives.

JOB DUTIES:

- Hook and unhook trailers from the tractor or converter dolly, including pushing and/or pulling dollies into place and cranking handle to raise and lower landing gear or trailers and the front support on dollies.
- Load and unload trailer, either individually or with assistance of dock personnel, with or without mechanical freight-handling equipment, as required.
- Perform frequent lifting, pulling, pushing and carrying of freight of varying weights and dimensions.
- Secure all freight by application of straps and/or bracing within the transport vehicle, as required.
- Inspect vehicles and equipment for defects and safe operating condition before, during and after each trip.
- Prepare and submit a written report on the condition of the truck and equipment at the end of each trip, shift or tour of duty.
- Check shipping papers to determine the nature of the load and to check for the presence of hazardous materials or freight unsuitable for shipment on the truck.
- When hazardous materials are present, check:
 - Proper preparation of shipping papers; and
 - Agreement between information on the shipping papers with markings and labeling on freight; and
 - Secure freight within trailer in accordance with DOT regulations.
 - Ascertain that the vehicle is properly placarded and/or apply proper placards to comply with DOT and DMV regulations prior to movement of vehicle.
- Safely drive the vehicle to destination(s) in accordance with federal regulations and state law, in periods of up to eleven hours driving time within up to fourteen hours on-duty time followed by an off-duty period of a least ten consecutive hours.
- Apply personal knowledge of commercial driving skills in maneuvering the vehicle at varying speeds in various situations, including heavy traffic, inclement weather and in tight areas.
- Ensure that all shipment documentation required for movement of shipments is available for inspection and that the appropriate paperwork accompanies each shipment.
- Maintain records required for compliance with state and federal regulations, including driver logs, vehicle inspection reports, accident reports, fuel purchases, mileage, and other records required by law.
- Perform all duties in accordance with company policies and procedures, and comply with all federal, state and local regulations regarding operation of a commercial vehicle.
- Report all accidents involving company equipment. Report highway safety hazards noted en route.
- Promptly report any delays due to breakdown, weather, traffic conditions or emergency. Promptly report any event of irregularities relating to the pick-up or delivery of freight.

ACCOUNTABILITIES:

- Safe and legal operation of a commercial vehicle.
- Safe and timely transportation of freight from origin to destination.
- Proper loading and unloading of freight to assure safety and minimal risk of damage to cargo and danger to people.

- Proper handling and accurate completion of all necessary paperwork related to commercial vehicle operations and freight handling.
- Development and maintenance of professional and effective relations with company personnel and customers.
- Professional representation of the company and the trucking industry through responsible driving, professional behavior and business appropriate appearance and grooming.

JOB SPECIFICATIONS:

Eligibility Requirements:

- Must possess a valid and unrestricted Class "A" or Class "B" Commercial Driver's License as required.
- Must possess a valid and unrestricted hazardous materials endorsement.
- Must possess a valid and unrestricted tanker endorsement.
- Must have an acceptable motor vehicle record.
- Must have an acceptable FMCSA PSP record.
- Must have one year verifiable driving experience in type of equipment to be operated.
- Must have the ability to read, write and perform simple mathematical calculations with general mental ability to handle receipts, read maps, road signs and maintain driver's logs.
- Must have good oral communication skills.
- Must be able to follow instructions and take directions via two-way radio, phone, computer or similar devices.
- Must have working knowledge of vehicle safety and control systems.
- Must have working knowledge of DOT regulations governing safe driving, hours of service, inspection and maintenance of equipment and transportation of hazardous materials.
- Must meet or exceed the medical/physical standards of the U.S. Department of Transportation.
- Must satisfactorily pass a DOT prescribed controlled substance (drug) test.
- Must satisfactorily pass a DOT prescribed alcohol test (if applicable).

Physical Requirements:

- Must be able to sit and remain alert while driving for an aggregate period of up to eleven hours.
- Must be able to shift a manual transmission and operate foot pedals.
- Must be able to perform frequent squatting to handle, position, and secure freight.
- Must be able to perform frequent crouching to handle, position, and secure freight.
- Must be able to enter and exit the vehicle's cab as many as thirty times a day or more. Cab floor level is generally from thirty six to sixty inches above ground level. Entry and exit is achieved with the assistance of various configurations of steps and handholds. It also requires frequent bending, twisting, climbing, squatting, crouching and balancing.
- Must be able to enter and exit the trailer as many as thirty times a day or more. The trailer floor level is generally from forty five to fifty four inches above ground level. Entry and exit is achieved with the assistance of various configurations of ICC bumpers, steps and handholds. It also requires frequent bending, twisting, climbing, squatting, crouching and balancing.
- Must be able to perform frequent pushing and/or pulling of freight weighing up to two thousand pounds with assistance of a pallet jack as well as the occasional pushing and/or pulling of freight using a pallet jack and weighing up to thirty five hundred pounds.
- Must be able to perform frequent carrying of weight up to twenty pounds of varying size and shape at least one foot but usually not more than sixty feet.
- Must be able to frequently reach for and maneuver freight at shoulder height and below. Must be able to occasionally reach for freight and maneuver freight above shoulder height.
- Must be able to occasionally load and unload full trailers of freight weighing as much as fifty thousand pounds. This could involve moving up to thirty pound containers to and from floor level to carts, stacks, conveyors, or platforms over four feet high or to and from carts, stacks, conveyors, or platforms to the trailer. This type of activity could precede or follow as much as eleven hours of driving.

- Must be able to occasionally balance six hundred pound drums on their rims and roll them into position on pallets, trailer floors, and warehouse floors.
- Must be able to spend at least ten percent of the day standing and ten percent of the day walking on surfaces such as concrete, wood, and metal and sometimes on slippery and wet surfaces.
- Must be able to hook and unhook various commercial vehicle combinations, manually lower and raise landing gear, operate the fifth wheel release lever, lock and release pintle-hooks, attach and release safety chains, open and close cargo doors, climb into and out of vehicles, fuel vehicles, check engine oil and coolant levels, top off engine oil and coolant levels, perform and report vehicle inspections in accordance with DOT and DMV regulations.

Work Environment:

- Drivers may spend fifty percent of time out-of-doors, exposed to potentially difficult environmental conditions.
- Drivers may be subject to irregular work schedules, temperature and weather extremes, long trips, short notice for assignment of trips, tight delivery schedules, delays en route and other stresses and fatigue related to driving a large commercial vehicle on crowded streets and highways in all kinds of weather including possible icy conditions.
- Drivers typically spend fifty percent of on-duty time in the truck. While driving, operators are exposed to noise and vibration levels which may be higher than those typically experienced in passenger cars.

Statements included in this job description do not necessarily represent an exhaustive list of all responsibilities, skills, duties, requirements, efforts, or working conditions associated with the job. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job or require that other or different tasks be performed as circumstances change and without publication. Management also reserves the right to revise the eligibility, physical and or work environment requirements as circumstances change and without publication.