T.B.PowerCreation

Please submit completed application to office@tbpowercreation.com

Employment Application

Applicant Information			
Last Name	First	M.I.	Date
Street Address		Apartment/Unit #	
City	State	Zip	
Phone	E-mail		
Date Available	Social Security No.	Date of Birth	
Position Applied for			
Are you legally eligible to work in the U.S.? Yes ☐ No ☐			
Have you ever worked for this company? Yes ☐ No ☐ If yes, when?			
Have you ever been convicted of a felony? Yes ☐ No ☐ If yes, explain.			

Employment History		
Company	From	To
Address	Phone #	
Supervisor	Responsiblities	
May we contact? Yes ☐ No ☐		
Company	From	To
Address	Phone #	
Supervisor	Responsiblities	
May we contact? Yes ☐ No ☐		
Company	From	To
Address	Phone #	
Supervisor	Responsiblities	
May we contact? Yes ☐ No ☐		

Education			
High School		Address	
From To	Did you graduate?	Yes ☐ No ☐	Degree
College		Address	
From To	Did you graduate?	Yes ☐ No ☐	Degree
Other		Address	
From To	Did you graduate?	Yes ☐ No ☐	Degree

References	
Full Name	Relationship
Company	Phone #
Address	
Full Name	Relationship
Company	Phone #
Address	
Full Name	Relationship
Company	Phone #
Address	

Disclaimer and Signature

I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to hire me, or for discharge should I be hired.

I authorize any person, organization or company listed on this application to furnish you any and all information concerning my previous employment, education and qualifications for employment. I also authorize you to request and receive such information.

In consideration for my employment, I agree to abide by the rules and regulations of the company, which rules may be changed, withdrawn, added or interpreted at any time, at the company's sole option and without prior notice to me.

I also acknowledge that my employment may be terminated, or any offer or acceptance of employment withdrawn, at any time, with or without cause, and with or without prior notice at the option of the company or myself.

Signature	Date

NOTICE TO EMPLOYER: All employers should seek legal counsel prior to using the following sample Disclosure and Acknowledgement Release to ensure compliance with federal and state civil rights and labor laws. AWA Insurance and its affiliated companies cannot provide legal advice and assume no liability whatsoever for the use of the Disclosure and Acknowledgement Release.

DISCLOSURE AND ACKNOWLEDGEMENT RELEASE
(As required by the 1999 FCRA Section 606a)

I _____ hereby authorize (your company) TB Power Creation LLC, its designated agents and representative to conduct a comprehensive review of my background, causing a consumer report and/or an investigation consumer report to be generated for employment purposes. I understand that the scope of the consumer report/investigative consumer report may include but is not limited to the following areas:

Verification of social security number, current and previous residences, employment history including all personnel files; education including transcripts; character references; credit history and reports; criminal history records from any criminal justice agency in any and all federal, state, county jurisdictions; birth records; motor vehicle records to include traffic citations and registration; and any other public records or to conduct interviews with third parties relative to my character, general reputation, personal characteristics or mode of living.

I further authorize any individual, company, firm, corporation or public agency (including the Social Security Administration and law enforcement agencies) to divulge any and all information, verbal or written pertaining to me, to (your company) TB Power Creation LLC, or its agents. I further authorize the complete release of records or data pertaining to me which the individual, company, firm, corporation or public agency may have, to include information or data received from other sources.

I hereby release (your company) TB Power Creation LLC, the Social Security Administration, its agents, officials, representatives or assigned agencies, including officers, employees or related personnel both individually and collectively, from any and all liability, for damages of whatever kind, which may, at any time, result to me, my heirs, family, or associated because of compliance with this authorization and request to release. You may contact me as indicated below.

I understand this authorization automatically expires 90 days from the date executed below and that I have the right to revoke the authorization at any time, provided I do so in writing.

"Unacceptable" Driving Record	"Marginal" Driving Record
A driver with major violations within the last three years, including: • Violating the open container law (driver or passenger) • Reckless driving • Failure to yield to emergency vehicles • Three or more moving violations within the last three years (including at-fault accidents whether cited with a violation or not) • An out-of-state license more than 60 days past the request to acquire an in-state license • Vehicular homicide or other felony • Passing a school bus • Leaving the scene of an accident • Driving under suspension • Driving under the influence of alcohol or drugs • Less than three years' driving experience	A driver who has one or more serious violations in the past three years, such as: • Excessive speeding (15 mph or more over the speed limit in any speed zone) • Careless driving, creating an accident • Driving with two moving violations within the past 36 months A driver whose driving record reflects possible poor driving habits, such as: • Several not-at-fault accidents • Several minor traffic infractions • License at one time suspended for minor infractions

Should an investigative consumer report be requested, I have the right to demand a complete and accurate disclosure of the nature and scope of the investigation requested, and a written summary of my rights under the Fair Credit Reporting Act.

Signature of Applicant_____ Date_____

Name of Applicant Printed _____

Applicant Date of Birth _____

Driver's License number _____

Driver's License issuing state _____

DRUG-FREE WORKPLACE/DRUG AND ALCOHOL ABUSE POLICY

1. Drug-Free Workplace

Authority

The Company has adopted a drug-free workplace policy to ensure that our business is functioning safely, efficiently, and cost-effectively. The Company's program is designed to encourage employees to seek assistance if they have a drug or alcohol-related problem before they can affect the workplace.

The Company will require all employees and job applicants to participate in, consent to, and comply with the dictates of this policy as a condition of employment and continued employment. For those who refuse to cooperate fully with the terms and conditions of this policy will be terminated.

Coverage

The Company's drug-free workplace policy covers all part-time, full-time and, where applicable, contract employees. Job applicants are also covered by this policy insofar as the Company extends a conditional offer of employment and a pre-employment drug test is required.

For information about U.S. Department of Transportation (DOT) coverage see the Company's Federal Motor Carrier Safety Administration (FMCSA).

Drug and Alcohol Tests Required

Individuals Subject to Drug and Alcohol Testing: All part-time, full-time and, where applicable, contract employees, and job applicants.

- Pre-employment
- Post-Accident: a covered accident is one that takes place during work time or on company property and involves:

    1) a fatality.
    2) an injury.
    3) damage to property, including vehicles owned or leased by the company or personal vehicles being used on company business.

- Reasonable Suspicion or Cause (determined by trained company official)
- Regulated Drug and Alcohol Programs
- Client Mandatory Drug and Alcohol Program

Validity Testing

Employees are prohibited from tampering with a drug test specimen (including diluting, substituting or adulterating specimens). The Company will conduct validity testing to ensure the

integrity of test samples. Employees who tamper with a test sample will be terminated. Job applicants who tamper with a test sample will not be considered for employment.

Company Property—includes all buildings, parking lots, vehicles owned or leased by the company or used for company purposes, work facilities and plants, warehouses, worksites, equipment, or land used by the Company or its customers or suppliers.

Work time—any time for which an employee is being paid, is representing, or is under the direction of the Company. This includes all breaks and mealtimes.

Prohibited Conduct

1. **Illegal Drugs** — Company employees are prohibited from:

- being under the influence of illegal drugs as defined in this Policy (a confirmed positive drug test and/or demonstrating the symptoms of being under the influence of illegal drugs);
- failing to notify a supervisor or manager of the use of a prescription drug or over-the-counter medication that could alter the ability of an employee to safely perform any job function.
- testing positive for illegal drugs;
- bringing illegal drugs, controlled substances or drug paraphernalia to work and/or storing illegal drugs, controlled substances or drug paraphernalia on Company property.
- possessing, using, manufacturing, distributing or attempting to distribute, selling or dispensing drugs or illegal drug paraphernalia.
- possessing, using, manufacturing, distributing or attempting to distribute, selling or dispensing drugs or controlled substances off Company property
- being convicted of entering a guilty plea to a criminal drug offense or entering a pre-trial diversion program for a drug offense. Employees are required to notify the Company in writing within 5 days of a criminal drug conviction or pleading guilty to a criminal drug offense.
- abusing prescription drugs which includes exceeding the recommended prescribed dosage or using others' prescribed medications.
- switching, tampering with or adulterating any specimen or sample collected under the Company policy for the purpose of testing for illegal drugs, or attempting to do so.
- Refusing to cooperate with the terms and conditions of this Policy, including submitting to drug testing. Failure to cooperate includes, but is not limited to:
    a. refusal to be tested,
    b. failure to provide an adequate sample (urine, saliva, hair, blood) without a valid medical excuse,
    c. refusal to sign required paperwork (including, but not limited to, consent forms, acknowledgement forms, and chain of custody forms),
    d. failure to show up timely at an assigned collection site to provide a urine specimen, and
    e. failure to be reasonably available to be tested following an accident.
- disclosing information related to drug test and/or treatment referrals, and test results, except as required by this policy.

2. **Alcohol** — Company employees are prohibited from:

- being under the influence of alcohol as defined in this Policy (a BAC of .04 or higher as demonstrated by an alcohol test and/or demonstrating the symptoms of being under the influence of alcohol) while performing work or while on Company property.
- failing to notify a supervisor or manager if the employee believes that he or she is under the influence of alcohol; while performing work, or while on company property.
- bringing and/or storing alcohol on Company property.
- possessing, using, manufacturing, distributing or attempting to distribute, selling or dispensing alcohol while performing work, or while on Company property.
- consuming alcohol while on duty, and away from the workplace, including during lunch or work break,
- switching, tampering with or adulterating any specimen or sample collected under the Company's policy, or attempting to do so.
- disclosing information related to alcohol test and/or treatment referrals, and alcohol test results, except as required by this Policy.
- refusing to cooperate with the terms and conditions of this policy, including submitting to alcohol testing. Failure to cooperate includes, but is not limited to:
    a. Refusal to be tested.
    b. Failure to provide an adequate sample (breath, saliva, blood) without a valid medical excuse,
    c. Refusal to sign required paperwork (including, but not limited to, consent forms, acknowledgement forms, rehabilitation agreements, and chain of custody forms),
    d. Failure to show up at an assigned collection site to provide a specimen, and
    e. Failure to be reasonably available to be tested following an accident; or
- failing to consent to, cooperate with, participate in, and/or successfully complete all recommendations or conditions set forth in an authorized alcohol abuse treatment program.

Consequences for Policy Violations

Employees who violate any of the conditions of the Company's drug-free workplace program will be terminated.

The Company is under no obligation to provide such individuals with any job, much less their "old job" or compensation level.

The Company is under no obligation to provide workers who test positive for drugs or alcohol with treatment services, to pay for treatment services or to hold positions open for workers who take a leave of absence to participate in a drug or alcohol treatment program.

Employees tested for reasonable suspicion will be removed from their positions and receive a non-disciplinary suspension until the Company receives the results of the test(s). If the result of the test is negative, the employee will be reinstated, and all appropriate back pay will be paid.

Inspections

The Company reserves the right to inspect vehicles, premises, and property (including offices, desks, lockers, etc.) and personal effects (handbags, briefcases, backpacks, tool belts, gym bags, gang boxes, lunch boxes, packages, or coats and jackets) in furtherance of any Drug Free Workplace (DFWP) Policy.

2. Federal Motor Carrier Safety Administration (FMCSA)

Authority

It is the Company's intention to comply fully with the DOT regulations. In compliance with the regulations, the Company has a designated employer representative (DER). The DER is an individual authorized to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

Prohibited Conduct

The U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA) have issued regulations that restrict the use of drugs and alcohol by employees who hold a Commercial Driver's License (CDL) and who perform safety-sensitive transportation functions, including driving a Commercial Motor Vehicle (CMV).

Drug and Alcohol Tests Required

- Pre-employment
- Post-Accident (DOT definition)
- Reasonable Suspicion
- Return to Duty
- Follow-up

Validity Testing

Employees are prohibited from tampering with a drug test specimen (including diluting, substituting or adulterating specimens). The Company will conduct validity testing to ensure the integrity of test samples. Employees who tamper with a test sample will be terminated. Job applicants who tamper with a test sample will not be considered for employment.

If the MRO informs the Company that a positive drug test was diluted, the Company will treat test as a verified positive test. The employee will not be given the opportunity to provide another specimen.

If the MRO informs the Company that a negative drug test was diluted, the Company will direct the employee to take another test immediately.

Prohibitions

No driver may report for duty or remain on duty when under the influence of alcohol or drugs.

Controlled Substances Use

No driver may report for duty or remain on duty when the driver uses any controlled substance.

Consequences for Policy Violations

Employees will not perform, nor be permitted to perform, a safety-sensitive function, including driving a commercial motor vehicle if any of the prohibitions are violated. The driver will be advised by the Company of the resources available in evaluating and resolving the drug and/or alcohol problem including the names, addresses, and telephone numbers of Substance Abuse Professionals (SAPs) and counseling and treatment programs.

The Company is not required to directly provide or pay for SAP services. The Company will not charge the employee for providing listings of SAP services.

Return-to-Duty Procedures

Upon receipt of a DOT positive drug and/or alcohol test result, the driver will be terminated. A driver, who has an alcohol concentration of 0.04 or greater, could return to a safety-sensitive position, but he or she must:

- Be evaluated by a Substance Abuse Professional (SAP).
- Properly follow all recommended rehabilitation.
- Take and provide a negative return-to-duty alcohol test.

Employee Discipline

Employees who engage in any conduct in violation of this Policy will be terminated. A driver found to have an alcohol concentration of 0.02 or greater, but less than 0.04, will not be permitted to perform a safety-sensitive transportation function for at least twenty-four (24) hours. Any employee who refuses to submit to testing or attempts to adulterate a specimen will be terminated.

Employee Assistance Program

Employees may have access to the services of an Employee Assistance Program (EAP) depending on their medical insurance.

Costs associated with this benefit may be covered by the employee's medical insurance plan; however, any costs not covered by the employee's medical insurance plan, and which are not otherwise required to be paid by any applicable plan, are entirely the employee's responsibility.

Employee Signature: _____

Employee Print Name: _____

Date: _____