



**Nisly Brothers, Inc.**  
**Pre-Employment Paperwork Packet**  
*DOT Positions*

**Pre-Employment Paperwork Packet Checklist**

Listed below are all of the pre-employment documents included in the candidate packet. When applying with the Company, please return all completed documents in the Return column at the same time.

If you would like to request a reasonable accommodation to complete any of these forms, please contact a Human Resources representative or the President.

Document	Return to Company	Applicant to Keep
<input type="checkbox"/> Employment Application	<i>Return</i>	
<input type="checkbox"/> Pre-Hire Employment Notice	<i>Return</i>	
<input type="checkbox"/> Drug-Free Workplace Policy		<i>Keep</i>
<input type="checkbox"/> Drug-Free Workplace Acknowledgement and Drug Test Consent Form	<i>Return</i>	
<input type="checkbox"/> Fair Credit Reporting Act Disclosure and Authorization	<i>Return</i>	
<input type="checkbox"/> Summary of Your Rights Under the Fair Credit Reporting Act		<i>Keep</i>
<b><i>The following is <u>only</u> for driving positions:</i></b>		
<input type="checkbox"/> Request for DOT Information from Previous Employer (3)	<i>Return</i>	

*\* For current or future CDL license holders, further DOT-specific paperwork will be required at a later date.*



Nisly Brothers, Inc.
Employment Application
DOT Positions

Nisly Brothers, Inc. ("The Company") is an equal opportunity employer, dedicated to a policy of non-discrimination in employment on any basis including race, creed, color, age, sex, religion, national origin, marital status, physical or mental handicap, arrest record or any other characteristic protected by federal, state and/or local laws. No question on this application is intended to secure information to be used for such discrimination. This application will be given every consideration, but its receipt does not imply that the applicant will be employed. This application will remain effective for a period of thirty (30) days or until the position is filled.

If you would like to request a reasonable accommodation to complete this form, please contact a Human Resources representative.

Applicant Information

Full Name: Last First M.I. Date:

Address: Street Address Apartment/Unit #
City State ZIP Code

Mobile Phone: Email:

How do you prefer to be contacted regarding your employment application? Phone Call Text Email

Please list any other addresses for the past three years:

Address: Street City State ZIP Code

Address: Street City State ZIP Code

Address: Street City State ZIP Code

Position Desired:

Date Available: Hourly Rate/Salary Desired:

Are you presently employed? YES NO If yes, may we contact your employer? YES NO

If presently employed, why are you considering leaving?

Are you able to perform the essential functions of the job for which you are applying, with or without a reasonable accommodation? If you have any questions as to what functions are applicable to the position for which you are applying, please ask the interviewer or Human Resources before answering the question.

YES NO

Are you available to work: Days Nights Weekends

Full Time Part Time

Please explain:

How were you referred to the company?

Do you have any relatives who work for this company?  YES  NO

If yes, please list their name and work location: \_\_\_\_\_

Are you legally eligible to be employed in the United States?  YES  NO

*Proof of eligibility will be required upon employment*

Are you 18 years old or older?  YES  NO

If yes, are you 21 years old or older?  YES  NO

*Proof of age may be required*

Have you ever worked for this company before?  YES  NO

If yes, where? \_\_\_\_\_ When? \_\_\_\_\_ Title: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

Have you ever been convicted of a crime? *A "yes" answer will not automatically disqualify you from employment. We will consider the nature and date of the offense and the job for which you are applying for job-related purposes only, and only to the extent permitted by applicable law.*  YES  NO

If yes, explain: \_\_\_\_\_

**Education**

	Name and Location of School	Course of Study	Number of years completed	Diploma or Degree Received
High School				
College or University				
Trade, Business or other School				

Other education, training or special skills: \_\_\_\_\_

**Driving Experience**

**DRIVER LICENSE QUALIFICATIONS**

	State	License No.	Type	Expiration Date
Driver License				
Driver License				
Driver License				

Have you ever been denied a license, permit, or privilege to operate a motor vehicle?  YES  NO

Has any license, permit, or privilege ever been suspended or revoked?  YES  NO

*If the answer to either question is "Yes", attach a statement providing details*

**DRIVING EXPERIENCE**

Class of Equipment	Type of Equipment (Van, Tank, Flat, etc.)	From	To	Approximate Number of Miles (total)
Straight Truck				
Tractor and Semi-Trailer				
Tractor and Two Trailers				
Other				

**ACCIDENT RECORD FOR PAST THREE YEARS OR MORE**

Date	Nature of Accident	Fatalities	Injuries

**TRAFFIC CONVICTIONS FOR PAST THREE YEARS (OTHER THAN PARKING VIOLATIONS)**

Location	Date	Charge	Penalty

## Previous Employment

*Include your last three (3) years of employment history and past ten (10) years of commercial driving experience, starting with the most recent and working backwards in time. Please include military service as work experience. Attach separate sheet if more space is needed.*

From: \_\_\_\_\_ To: \_\_\_\_\_ Company: \_\_\_\_\_

Job Title: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Duties: \_\_\_\_\_ Leaving Salary: \_\_\_\_\_

Supervisor: \_\_\_\_\_ May we contact?  YES  NO

Did you operate a Commercial Motor Vehicle for this employer?  YES  NO

Were you subject to the Federal Motor Carrier Safety Administration Regulations while employed with this employer?  YES  NO

Were you subject to alcohol and controlled substance testing requirements under 49 CFR Part 40?  YES  NO

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From: \_\_\_\_\_ To: \_\_\_\_\_ Company: \_\_\_\_\_

Job Title: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Duties: \_\_\_\_\_ Leaving Salary: \_\_\_\_\_

Supervisor: \_\_\_\_\_ May we contact?  YES  NO

Did you operate a Commercial Motor Vehicle for this employer?  YES  NO

Were you subject to the Federal Motor Carrier Safety Administration Regulations while employed with this employer?  YES  NO

Were you subject to alcohol and controlled substance testing requirements under 49 CFR Part 40?  YES  NO

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From: \_\_\_\_\_ To: \_\_\_\_\_ Company: \_\_\_\_\_

Job Title: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Duties: \_\_\_\_\_ Leaving Salary: \_\_\_\_\_

Supervisor: \_\_\_\_\_ May we contact?  YES  NO

Did you operate a Commercial Motor Vehicle for this employer?  YES  NO

Were you subject to the Federal Motor Carrier Safety Administration Regulations while employed with this employer?  YES  NO

Were you subject to alcohol and controlled substance testing requirements under 49 CFR Part 40?  YES  NO

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From: \_\_\_\_\_ To: \_\_\_\_\_ Company: \_\_\_\_\_

Job Title: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Duties: \_\_\_\_\_ Leaving Salary: \_\_\_\_\_

Supervisor: \_\_\_\_\_ May we contact?  YES  NO

Did you operate a Commercial Motor Vehicle for this employer?  YES  NO

Were you subject to the Federal Motor Carrier Safety Administration Regulations while employed with this employer?  YES  NO

Were you subject to alcohol and controlled substance testing requirements under 49 CFR Part 40?  YES  NO

From: \_\_\_\_\_ To: \_\_\_\_\_ Company: \_\_\_\_\_

Job Title: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Duties: \_\_\_\_\_ Leaving Salary: \_\_\_\_\_

Supervisor: \_\_\_\_\_ May we contact?  YES  NO

Did you operate a Commercial Motor Vehicle for this employer?  YES  NO

Were you subject to the Federal Motor Carrier Safety Administration Regulations while employed with this employer?  YES  NO

Were you subject to alcohol and controlled substance testing requirements under 49 CFR Part 40?  YES  NO

From: \_\_\_\_\_ To: \_\_\_\_\_ Company: \_\_\_\_\_

Job Title: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Duties: \_\_\_\_\_ Leaving Salary: \_\_\_\_\_

Supervisor: \_\_\_\_\_ May we contact?  YES  NO

Did you operate a Commercial Motor Vehicle for this employer?  YES  NO

Were you subject to the Federal Motor Carrier Safety Administration Regulations while employed with this employer?  YES  NO

Were you subject to alcohol and controlled substance testing requirements under 49 CFR Part 40?  YES  NO

## References

\_\_\_\_\_ (initial) I voluntarily consent to allow the company and any of its officers, employees or agents to check my references by contacting any person or entity whom they deem to be an appropriate reference. I understand that these questions may be about my personal or educational background, work experience, character or personality.

*Please list below the name of three persons not related to you, whom you have known for at least one year.*

Name	Occupation & Company	Relationship & # of years	Phone Number

## Disclaimer and Signature

I certify that the foregoing statements are true and correct. I authorize the Company to make investigation of my personal or employment history and authorize any present/former employer, person, firm, corporation, credit agency or government agency to give the Company any information they may have regarding me and I release the Company and all providers of information from any liability as a result of furnishing and receiving this information. I understand that failure to reveal any omission or misleading information by me can result in disqualification for employment consideration or, if hired, may be grounds for termination from the Company.

I further agree that, if employed, I will conform my conduct to the Company's rules, regulations and personnel policies. I understand that no personnel recruiter, interviewer or other representative other than an officer of the Company has authority to enter into any agreement for employment for any specified period of time and that any employment manuals or handbooks that may be distributed to me during the course of my employment shall not be construed as a contract. I further understand that nothing contained in this application or the granting of an interview creates a contract for either employment or providing any benefit, and THAT I HAVE THE RIGHT TO TERMINATE EMPLOYMENT AT ANY TIME AND THAT THE COMPANY HAS THE SAME RIGHT.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### HR USE ONLY

HR USE ONLY			
Hire Date		Rate	
Title		Manager	
Department		Location	

# Nisly Brothers, Inc.

## Pre-Hire Employment Notice

Thank you for considering Nisly Brothers, Inc. ("the Company") as a potential employer. Before submitting the Employment Application, we wish to emphasize several points. Please initial next to each statement and sign where indicated to acknowledge your understanding.

\_\_\_\_\_ The Company is an equal employment opportunity employer, which selects the individual it feels is the best match for the job based upon job-related qualifications, and regardless of race, color, creed, sex, national origin, religion, age, disability, or other protected group status.

\_\_\_\_\_ The Company recognizes some individuals with disabilities may require reasonable accommodations. If you are disabled or become disabled (meaning you have a mental or physical impairment substantially limiting one or more of the major life activities) and you require a reasonable accommodation, you must contact the General Manager to begin the interactive process. Requests may be made to the General Manager either orally or in writing. All employees and/or applicants requesting an accommodation will receive a written acknowledgement of their request from the General Manager. Applicants and/or employees may also be required to provide additional information as part of the interactive process including but not limited to a medical evaluation, doctor's note, etc.

\_\_\_\_\_ No applicant is officially considered an employee of the Company until and unless he/she receives a letter, signed by a company official, confirming employment and the conditions of employment. When conditions warrant, other management personnel may be given authorization to confirm employment for a brief, interim period. Should you be hired, any offers made by your supervisors are valid only if they have been approved by the General Manager, in writing.

\_\_\_\_\_ Employment with the Company is based on the "at will" doctrine, meaning that either the employee or the employer may terminate the employment relationship at any time and for any reason. We hope that we never have to lay off employees. However, we have clearly established that right and will lay off employees if management feels it is best for the company. Additionally, although an employee's rate of compensation may be expressed in a specific time frame (i.e., \$30,000 per year or \$2,000 per month), the term "year" and "month" are not to be construed as a guarantee of employment for that period of time.

\_\_\_\_\_ The Company has an anti-harassment policy that states that harassment of any kind will not be tolerated in the workplace, and that any and all complaints of harassment will be investigated fully, fairly and quickly, and will be decisively resolved.

\_\_\_\_\_ Dishonesty in the completion of the employment application will cause it to be considered invalid. Should the dishonesty become known in the future, regardless of how much time has passed, it may be considered grounds for immediate termination.

\_\_\_\_\_ In an attempt to be fair, the Employment Application is designed to only request information that will help in determining personal identification; job-related skills, qualifications, and abilities; work history and reliability; and education. The first part of the Employment Application is for personal identification only. The questions listed are not intended to ask for information that could be labeled as discriminatory.

\_\_\_\_\_ Company management wants to make it clear that only written policies are binding. Regardless of what, and by whom, any employee may be told, only written policies are binding.

\_\_\_\_\_ If you are offered and accept a position with the Company, you will be required to complete supplemental informational forms, which requests additional information such as your race, sex, etc. This information on the form will not be considered in any employment decisions; it is needed for various record-keeping requirements to state and federal agencies and insurance companies to ensure we are not practicing, or engaging in, discrimination.

\_\_\_\_\_ The Company reserves the right to have employees submit to a drug test by a designated laboratory, based on cause and/or the occurrence of a workplace accident or incident, should it feel that the test is warranted and necessary. Your continued participation from this point forward gives your consent for such a test.

\_\_\_\_\_ You will have access to the Employee Handbook at a reasonable time.

By initialing the box next to each of the prior paragraphs, I realize that I am acknowledging my understanding of their content and agree to abide by the spirit and intent of each paragraph.

\_\_\_\_\_  
Applicant's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

# Nisly Brothers, Inc.

## Drug-Free Workplace Policy

**All applicants for employment:** Please read carefully and keep for your records.

Nisly Brothers, Inc. (the "Company") does not tolerate impaired performance due to substance use or abuse by its employees while on the job. The following is a statement of that policy:

The Company strictly prohibits the use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, controlled substances, marijuana, alcohol, and/or drug paraphernalia in any amount or in any manner either in the workplace or on the job.

Adherence to the employer's drug-free workplace policy is a condition of your employment. The employer will take appropriate disciplinary action against any employee found to violate the employer's drug-free workplace requirements, and it is the established policy of the employer that any conduct or performance, in its view, which interferes with or adversely affects employment, including working under the influence of illegal drugs, marijuana, controlled substances or alcohol, or the manufacture, dispensing, distribution, possession or use of illegal drugs, marijuana, controlled substances or alcohol in the workplace is prohibited and is sufficient grounds for disciplinary action ranging from oral or written warnings to suspension or immediate termination of employment, or to satisfactory completion of an approved drug rehabilitation program.

The employer will establish and maintain a drug-free awareness program to inform employees about the dangers of illegal drugs, marijuana, controlled substances and alcohol in the workplace and of the employer's continuing policy of maintaining a drug-free workplace and of the penalties that may be imposed upon employees for violation of such policy.

### **Pre-Employment Testing**

All candidates who have received an offer of full-time employment will be required to undergo testing for commonly-abused controlled substances.

### **Random Testing**

The Company may randomly test employees including those in safety sensitive positions for compliance with its drug-free workplace policy. As used in this policy, "random testing" means a method of selection of employees for testing, performed by an outside third party. The selection will result in an equal probability that any employee from a group of employees will be tested. Furthermore, the Company has no discretion to waive the selection of an employee selected by this random selection method.

### **Reasonable Suspicion**

All employees are subject to testing based upon (but not limited to) observations by the supervision of apparent workplace use, possession or impairment. Human Resources, the Location Manager, or the General Manager shall be consulted before sending an employee for testing. All levels of supervision making this decision must utilize the "Observation Checklist" to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs, marijuana, controlled substances or alcohol. If the results of the "Observation Checklist" indicate further action is justified, the manager/supervisor should confront the employee with the documentation and with another member of management. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of supervision/management must escort the employee; the supervisor/manager will make arrangements for the employee to be transported home.*

### **Scheduled Periodic Testing**

The Company reserves the right to conduct periodic testing on a regularly scheduled basis for employees in designated departments, classifications or work groups.



## **Post-Rehabilitation Testing**

Where the employee has had a confirmed positive test result or has been sent to a drug dependency program at the request of the Company; the Company, as a condition of continued employment, will require the taking and passing by the employee of follow-up drug tests during a probationary period within the two year period after the employee's return to work.

## **Post-Accident Testing**

Employees may be required to submit to a post-accident drug and/or alcohol test in instances when they cause or contribute to accidents that seriously damage equipment and/or property, or results in an injury to themselves or another individual and requires medical attention. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Under no circumstances will the employee be allowed to drive himself or herself to the testing facility.

An employee who refuses to consent and submit to a test when requested will be subject to disciplinary action including termination.

## **Safety Sensitive Positions**

Employees in safety sensitive positions are required to submit to testing to determine the presence of illegal drugs, marijuana, controlled substances or alcohol under the following circumstances:

a. When performing safety sensitive functions, and:

- (1) Involved in an on-the-job driving accident that results in injury or death, or
- (2) Involved in an on-the-job driving accident that results in a citation to the employee under state or local law for a moving traffic violation arising from the accident and when any vehicle requires towing from the accident scene or any involved person requires treatment away from the accident scene. An employee in such an accident is required to report it as soon as possible to the supervisor.

b. When observed using illegal drugs, marijuana, controlled substances or alcohol while on duty requiring the performance of safety-sensitive functions.

c. When a supervisor, who has previously participated in a program that provides training in the recognition of the physical appearance and behavior of persons under the influence of illegal drugs, marijuana, controlled substances or alcohol, observes an employee exhibiting such appearance and behavior during, just preceding or just after the period of the work day that the employee is performing in the safety-sensitive function.

d. If allowed to return to duty in a safety-sensitive position after a violation of drug or alcohol rules.

e. If allowed to return to duty in a safety-sensitive position and has been identified by a substance abuse professional as needing assistance in resolving problems with drug or alcohol abuse. Such employees will be subject to a minimum of six unannounced follow-up drug or alcohol tests over the first 12 months following his or her return to duty.

An employee who refuses to consent and submit to a test when requested will be subject to disciplinary action including termination pursuant to the Company's discipline and dismissal procedures. Refusal to submit includes failure to provide adequate breath for testing without a valid medical explanation after receiving notice of the requirement for breath testing, failure to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing, engaging in conduct that clearly obstructs the testing process and leaving the scene of an on-the-job accident.

## **Refusal to Undergo Testing**

Any employee who refuses to submit to a test is subject to immediate discharge.

# Nisly Brothers, Inc.

## Drug-Free Workplace Acknowledgement and Drug Test Consent Form

I acknowledge the receipt from Nisly Brothers, Inc. ("the Company") of a copy of the DRUG-FREE WORKPLACE POLICY, and state that I have read and understand and agree to abide by the policy.

CONSENT FOR PRE-EMPLOYMENT, RANDOM, REASONABLE SUSPICION, POST-ACCIDENT, SAFETY SENSITIVE, SCHEDULED PERIODIC, OR FOLLOW UP DRUG TEST SCREEN AND RELEASE

I hereby CONSENT to allow the Company and its designated agents and representatives to take a specimen of my hair, urine, or blood and submit it for a pre-employment, random, reasonable suspicion, post-accident, safety sensitive, scheduled periodic or follow up drug test screen. I FURTHER CONSENT to allow the laboratory testing service to make the results of such screen available to the prospective or current employer.

In consideration for such services being rendered on my behalf, I hereby RELEASE the laboratory testing service, its officers, agents, and employees, from any and all claims which I might otherwise have due to such results being made so available. I hereby CONSENT NOT TO FILE ANY ACTION at law or in equity against the Company, the laboratory testing service, their respective officers, agents or employees in connection with the results of such screen being made so available, and I hereby agree to INDEMNIFY and SAVE HARMLESS the Company, the laboratory testing service, their respective officers, agents, and employees from all damages, expenses, reasonable attorney's fees, and costs of court which they or any of them may suffer or incur, jointly or severally, due to the results of such screen being made so available.

The language used in this consent form is not intended to create nor shall it be construed to constitute a contract of employment with any one or all of its employees. All employees shall retain the right to terminate their employment at any time and the Company has the same right.

Signature of applicant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security Number \_\_\_\_\_

# Nisly Brothers, Inc.

## FCRA Disclosure and Authorization

**All applicants for employment:** Please read carefully before signing below.

### DISCLOSURE REGARDING BACKGROUND INVESTIGATION

Nisly Brothers, Inc. ("the Company") is an equal opportunity employer, dedicated to a policy of non-discrimination in employment on any basis including race, creed, color, age, sex, religion, national origin, marital status, physical or mental handicap or arrest record or any other status protected by law. The information provided by the applicant to perform a pre-employment background check is only used for the purpose of identifying the applicant so a check may be performed. By this document, the Company discloses to you that a consumer/investigative report containing information as to your character, general reputation, personal characteristics, prior employment, military record, education, credit worthiness, credit standing, credit capacity character, general reputation, motor vehicle records, personal characteristics, criminal background, and/or mode of living and which can involve personal interviews with sources such as your neighbors, friends, or associates. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report and a copy of any report about you.

### ACKNOWLEDGEMENT AND AUTHORIZATION

I acknowledge receipt of the Disclosure Regarding Background Investigation and A Summary of Your Rights Under the Fair Credit Reporting Act and certify that I have read and understand both of these documents.

Pursuant to the federal Fair Credit Reporting Act, I hereby authorize the Company and its designated agents and representatives to conduct a comprehensive review of my background through a consumer report and/or investigative consumer report to be generated for employment, promotion, reassignment or retention as an employee. 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; references; credit history and reports; criminal history, including records from any criminal justice agency in any or all federal, state or county jurisdictions; birth records; motor vehicle records, including traffic citation and registration; and any other public records.

I authorize the Company the complete release of these records or data pertaining to me that an individual, company, firm, corporation or public agency may have. I agree that a photocopy of this authorization can be accepted with the same authority as the original.

**Oklahoma applicants or employees only:** Please check this box if you would like to receive a copy of a consumer report at no charge if one is obtained by the Company.

By signing below, I also acknowledge that pursuant to the federal Fair Credit Reporting Act, if any adverse action is to be taken based upon the consumer report, a copy of the report and a summary of the consumer's rights will be provided to me.

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State of Driver's License: \_\_\_\_\_

Present Address: \_\_\_\_\_

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

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### ***If applicant is under 18 years of age:***

Name of Parent or Legal Guardian (please print): \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- The following FCRA right applies with respect to nationwide consumer reporting agencies:  
**CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE**  
**You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.  
As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.  
A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For Information about your Federal rights contact:**

TYPE OF BUSINESS:	CONTACT:
<p>1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut St., Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area Supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357</p>

# Nisly Brothers, Inc.

## Request for DOT Information from Previous Employer

**APPLICANT TO COMPLETE FIRST SECTION**

I hereby authorize you to release the following information to Nisly Brothers, Inc. ("Company"), for the purposes of investigation as required by Section 40.25, 391.23 and allowed by Section 383.35 of the Federal Motor Carrier Safety Regulations. You are released from any and all liability that may result from furnishing such information.

Signature of applicant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**Previous Employer Information:**

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Please stop – Company to complete remaining section of form**

**Company to Obtain from Previous Employer (in writing or via phone)**

1. Employment Dates (from \_\_\_\_\_ to \_\_\_\_\_) salary & wages \_\_\_\_\_.
2. Did the applicant drive a motor vehicle for you?  YES  NO If so what type \_\_\_\_\_.
3. Was the employee a safe and efficient driver?  YES  NO
4. Reason for leaving employer:  Discharged  Resignation  Lay Off
5. Was their general conduct satisfactory? \_\_\_\_\_
6. Please advise history of past driving record, if available, for past three years

Accident Date	Type	Location	Prev./Non-Prev	Injury	Fatal	Cost

Citation Date	Type	Location	Prev./Non-Prev	Injury	Fatal	Cost

7. Would you rehire this individual?  YES  NO

8. Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Drug & Alcohol Testing Record – Prior Two Years**

- 1. Has the employee had an Alcohol test with a result of 0.04 or higher?  YES  NO
- 2. Has the employee had a verified positive drug test?  YES  NO
- 3. Has the employee refused to be tested (including verified adulterated or substituted drug test results)?  
 YES  NO
- 4. Has the employee violated other DOT agency drug and alcohol testing regulations?  YES  NO
- 5. If the employee violated a DOT drug and alcohol regulation, do you have documentation of the employee's successful completion of DOT return-to duty requirements (including follow-up tests)?  YES  NO

**Former Employer Certification Statement**

I \_\_\_\_\_ hereby certify the information I have provided is correct and true  
(Print Your Name)  
to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

If conducted by phone – Interviewer \_\_\_\_\_

If mailed to previous employer – Date on postage \_\_\_\_\_