



# **Contractor/Driver Manual**

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# **Premium Transportation Logistics**

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# PTL Driver and Vehicle Requirements

## Cargo Vans and Sprinters

### Vehicle Requirements

- Must be 10 years old or newer
- Minimum inside length of 8 feet
- Haul 2500 pound payload, minimum
- Have E-track, at least 2 load bars and 4 straps
- Fire extinguisher mounted securely
- Current DOT Annual Vehicle Inspection
- PTL Signs will be applied to vehicle (No magnetic backings)

### Driver Requirements

- Must be at least 23 years old
- 1 years recent driving experience in the type of vehicle you intend to operate at PTL
- No more than 3 moving violations in the past 3 years
- No major violations. i.e. reckless op, 15+ speeding in past 3 years
- No DUI, DWI or OVI less than 7 years old
- Fully completed application for qualification and Safety Dept. approval for orientation
- DOT Physical, wallet card, less than 6 months old (less than 90 days on 1 year cards)
- NIDA-5 (DOT Regulated) pre-employment drug screen  
(No other test accepted)
- Copy of driver's license and copy of Birth Certificate or Social Security card
- Proof of coverage under Worker's Comp or Occupational/Accident insurance.
- Must be willing to run all 48 states
- Nationwide cell phone
- Map reading skills

### Vehicle Owner Requirements

- Proof of ownership (title or registration)
- Certificate of \$1,000,000 Non-trucking Liability Insurance listing PTL as a certificate holder
- Voided check for Direct Deposit purposes

## **Straight Truck**

### Vehicle Requirements

- Must be 10 years old or newer
- Inside length of 16 to 26 feet, inside width of at least 96 inches
- Haul 10,000 pound payload, minimum
- Have E-track (at least 2 rows), at least 2 load bars and 4 straps
- Be dock high
- Fire extinguisher mounted securely
- Current DOT Annual Vehicle Inspection
- PTL Signs will be applied to vehicle (No magnetic backings)

### **Driver Requirements**

- Must be at least 23 years old
- 1 years recent driving experience in the type of vehicle you intend to operate at PTL
- No more than 3 moving violations in the past 3 years
- No major violations. i.e. reckless op, 15+ speeding in past 3 years
- No DUI, DWI or OVI less than 7 years old
- Fully completed application for qualification and Safety Dept. approval for orientation
- DOT Physical, wallet card, less than 6 months old (less than 90 days on 1 year cards)
- NIDA-5 (DOT Regulated) pre-employment drug screen (No other test accepted)
- Copy of driver's license and copy of Birth Certificate or Social Security card
- Proof of coverage under Worker's Comp or Occupational/Accident insurance.
- Must be willing to run all 48 states
- Nationwide cell phone
- Map reading skills

### Vehicle Owner Requirements

- Proof of ownership (title or registration)
- Certificate of \$1,000,000 Non-trucking Liability Insurance listing PTL as a certificate holder
- Voided check for Direct Deposit purposes

## **Tractor - Trailer**

### Vehicle Requirements

- Must be 10 years old or newer
- Haul 43,000 pound payload, minimum
- Have load securement devices - at least 2 load bars and 4 straps
- Fire extinguisher mounted securely
- Current DOT Annual Vehicle Inspection
- PTL Signs will be applied to vehicle (No magnetic backings)

### **Driver Requirements**

- Must be at least 23 years old
- 1 years recent driving experience in the type of vehicle you intend to operate at PTL
- No more than 3 moving violations in the past 3 years
- No major violations. i.e. reckless op, 15+ speeding in past 3 years
- No DUI, DWI or OVI less than 7 years old
- Fully completed application for qualification and Safety

### Dept. approval for orientation

- DOT Physical, wallet card, less than 6 months old (less than 90 days on 1 year cards)
- NIDA-5 (DOT Regulated) pre-employment drug screen

### (No other test accepted)

- Copy of driver's license and copy of Birth Certificate or Social Security card
- Proof of coverage under Worker's Comp or Occupational/Accident insurance.
- Must be willing to run all 48 states
- Nationwide cell phone
- Map reading skills

### Vehicle Owner Requirements

- Proof of ownership (title or registration)
- Certificate of \$1,000,000 Non-trucking Liability Insurance listing PTL as a certificate holder
- Voided check for Direct Deposit purposes

**Compliance** — *All drivers are expected to be familiar with 49 CFR Parts 382, 383, 390 – 397 in the Federal Motor Carrier Safety Regulations. Drivers are expected to comply with all of the regulations and rules contained in the regulations. Non-compliance is illegal. Drivers are also expected to comply with all state and municipal regulations and rules. Ignorance is not an excuse for non-compliance. Regulations are established to protect the general public and you, the drivers, from unsafe operation of motor vehicles. Please be advised that non-compliance could be considered a breach of your lease agreement and might result in the termination of your lease pursuant to its terms. Should you have any questions regarding the regulations, please contact the Safety Director. Clarification may also be obtained directly from the Department of Transportation.*

- **Hours of Service (HOS) –**

- 11-Hour Driving Limit; May drive a maximum of 11 hours after 10 consecutive hours off duty.
- 14-Hour Limit; May not drive beyond the 14th consecutive hour after coming on duty, following 10 consecutive hours off duty. Off-duty time does not extend the 14-hour period.
- Rest Breaks; May drive only if 8 hours or less have passed since end of driver's last off-duty or sleeper berth period of at least 30 minutes. Does not apply to drivers using either of the short-haul exceptions in 395.1(e). [49 CFR 397.5 mandatory "in attendance" time for certain hazardous material loads may be included in break if no other duties performed]
- 60/70-Hour Limit; May not drive after 60/70 hours on duty in 7/8 consecutive days. A driver may restart a 7/8 consecutive day period after taking 34 or more consecutive hours off duty.
- Sleeper Berth Provision; Drivers using the sleeper berth provision must take at least 8 consecutive hours in the sleeper berth, plus a separate 2 consecutive hours either in the sleeper berth, off duty, or any combination of the two.
- **Pursuant to the federal regulations, vehicles may be used for personal conveyance when not on a load and not advancing towards a load. Additionally, drivers must ensure that their use of personal conveyance does not interfere with their required 10-hour off-duty breaks, 34-hour restarts, or their ability to obtain restorative rest.**

- **Roadside Inspections**

- Roadside Inspections are examinations of commercial motor vehicles and/or drivers by Motor Carrier Safety Assistance Program (MCSAP) Inspectors.

- MCSAP Inspectors conduct roadside inspections on commercial motor vehicles and drivers to check that they are in compliance with the Federal Motor Carrier Safety Regulations (FMCSRs) and/or Hazardous Materials Regulations (HMRs). If an inspection results in serious violations, the driver will be issued a driver or vehicle Out-of-Service Order. These violations must be corrected before the driver or vehicle can return to service.
  - 3 main types of inspections are: Level I – Full; Level II – Walk-Around; Level III – Driver Only.
    - 3 other types are: Level IV – Special Study; Level V – Terminal; Level VI – Radioactive Materials
  - **All inspections must be submitted to Fleet Services or Safety immediately.**
  - \$50 given when a clean Level I inspection is obtained. Copy of inspection result must be submitted prior to payment being issued.
- **Pre- and Post- Trip (DVIR)**
  - Please refer to Title 49 Part 396 for full FMCSA guidelines
  - Premium Transportation Logistics require a pre- and post- trip inspection be indicated on your Electronic Log Device (ELD)
    - 15 minutes minimum is the preferred amount of time to complete a DVIR. If it is less time you are required to be able to show Safety your complete inspection in the amount of time you put in your logs.
- **Monthly Vehicle Maintenance Record**
  - At the end of each month you are required to provide Premium with a Monthly Vehicle Maintenance Record. You will list all repairs and maintenance procedures that were performed on your vehicle within that month. These forms are available at the office, and on our web page under Driver Resources. A “master” copy of this form is included in the back of this manual for your use. **Please attach copies of the receipts for the maintenance to this form and submit EVERY month.**
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- **Moving Violations**
  - If a moving violation is received the driver/contractor must immediately notify dispatch and send a copy of the ticket to Safety.
    - This includes tickets received while in your personal vehicle.

## Company Policies

- **Cargo/Trailer Security – Drivers must be familiar with CFR Title 49 part 392.9.**

- All drivers must adequately secure cargo while on a load. This must be done through load bars, straps, or any other means to ensure the safe hauling of cargo.
- When stopped for any period of time with cargo it is the driver's duty to ensure the safekeeping of the cargo
  - Proper locking mechanisms are required
  - Notify dispatch when dropping a trailer
  - If a trailer with cargo needs to be dropped due to an emergency contact dispatch immediately.
    - Tips for safekeeping:
      - Notify the lot owner and dispatch of your location.
      - Back up against a fixed object.
      - When able, park near security cameras.
- **Fuel Receipts**
  - All trucks having GVWR greater than 10,000 lbs. **must** log fuel receipts on the day the purchase occurs, at the actual time of the purchase, and the receipts **must** be submitted each week with driver's paperwork.
- **Seatbelts**
  - Federal safety regulations requires all drivers/contractors to always use seatbelt.
- **Pet Policy**
  - Drivers/contractors can have pets so long as there is a crate for the pet.
  - The driver/contractor must follow all requests from customers.
- **Rider Policy**
  - Drivers/contractor can have a rider so long as the proper Rider Policy form is filled out.
  - A \$5.00/week fee is deducted for insurance
- **Firearms/Weapons Policy**
  - A driver may only have a firearm or weapon in their possession while on dispatch if they meet the legal requirements to do so.
  - Illegal use or possession will result in immediate termination of lease
- **Cell Phone/Handheld Electronic Devices Policy**
  - FMCSA standards are as follows:
    1. Texting ban (392.80): No driver shall engage in entering text or reading text on an electronic device while driving a commercial motor vehicle (CMV). This includes e-mail, text messaging, using the internet, or any other form of text retrieval or entry for communication purposes.
    2. Hand-held cell phone ban (392.82): While you are driving a CMV you are prohibited from using hand-held cell phone. This includes talking on a



phone while holding it in your hand, (including push-to-talk), pressing more than a single button to dial or answer a cell phone, or reaching for a cell phone in a manner that requires the driver to maneuver from their normal driving position.

3. Penalties: CDL and non-CDL drivers can be disqualified for up to 120 days or face fines of up to \$3,750 for each violation.
  - Violations of these regulations will result in immediate lease termination
    - Driving includes being stopped in traffic or other momentary delays.

### **Accident and Incident Reporting Procedures**

- Whenever an accident or an incident occur the following must occur:
  - **Stop, never leave the scene.**
  - Take necessary steps to protect yourself, others, and your vehicle (put on a vest, set triangles or cones, set flares, secure cargo, etc.)
  - Immediately contact police. If the police do not respond to the scene due to it being private property or for any other reason, document it.
    - Do not sign anything, do not admit fault, and do not provide any statements to anyone at the scene.
  - Notify dispatch and provide details of what happened. Dispatch will immediately notify safety.
  - Contact Great West immediately after speaking with dispatch. Reference policy number MCP36902A. Provide them all information they request.
    - Only provide a statement to Great West and Premium Transportation Logistics.
  - **Take photos of the scene with your phone; your cellphone takes better pictures than a disposable camera. Immediately email all photos to [safety@shipPTL.com](mailto:safety@shipPTL.com).** You can never take too many photos – Ensure you take photos of your vehicle, and other vehicles, the scene itself (lane lines, traffic signs, etc.), and any other information that may seem important. Take enough photos so that when you're explaining what happened the person listening can look at the photos and see what happened.
  - Obtain the names, driver's license info, and vehicle info (license plate, year, make, model) of anyone involved. Take a photo of their documents if they permit you to.
  - Obtain witness information (name, phone number) if it is available.
  - Complete Accident Report Form that will be provided to you by Safety within 24 hours of the accident. (This form is not necessary if a police report is completed)
  - Obtain a copy of any reports completed by another person or business (E.G. If a minor incident on private property obtain a copy of their incident report.)
  - Proceed with post-accident drug and alcohol testing if required (safety will notify you)

Premium Transportation Logistics is not responsible for any damage caused to a contractor's vehicle. You must report to your insurance company who will in turn assist you with your physical damage.

### **Drug and Alcohol Policy**

- Premium Transportation Logistics (PTL) follows CFR Title 49 part 40 for drug and alcohol testing programs. CFR Book Provided.
- A refusal to submit to a drug or alcohol test is treated the same as a positive test
- PTL has a ZERO Tolerance Police for positive drug and alcohol tests
  - **Random Testing**
    - A third-party administrator (TPA) is used for random drug testing.
    - The TPA will provide PTL with selected contractors quarterly. The safety department will contact the selected contractors just before, during, or immediately after performing a safety-sensitive function to notify of the random selection and the contractor must proceed immediately to collection site.

### **Driver Paperwork**

- For timely payment, all paperwork must be submitted to the office within 24 hours of delivery or by Tuesday at 5:00PM. The preferred and quickest method is to submit all paperwork through Drive Axel. Paperwork can also be submitted in person, in the mail, by fax, or dropped off in the bin by the dispatch counter.
  - **Required Paperwork:**
    - Proof of delivery
    - Signed bill of lading (BOL)

### **Weekly Settlements**

- All settlements are made by direct deposit and are deposited each Friday.
  - Settlement statements are mailed or emailed every Thursday by 5:00 PM
  - If any errors are found contact Cindy in accounting. If there is an error accounting will correct the issue.
  - For any questions regarding missing loads on settlements, please contact Shelly in accounting.

### **Dispatch**

- Communication with dispatch is key. If you are not available for a load, please inform dispatch immediately so that they can list you as out of service, so they are not bidding on freight for you.
- Please notify dispatch immediately when a trip is being impeded for any reason (e.g. traffic, accident, weather, etc.) This allows dispatch to immediately notify the customer of possible delays.
- Dispatch will call you to notify you of a load. If you do not answer after 3 attempts dispatch will place you out of service until contact is made to ensure availability.
  - Dispatch will provide information on the trip such as the shipper's name, address and phone number, the consignee's name, address and phone number, and any special delivery information. You will also be advised of the rate and fuel charged

being offered for the load. **You are not required to accept the load; after receiving all the information you will advise dispatch whether you want to accept the load or not.**

- Dispatch will notify you of the pick-up time at the shipper and the delivery time at the consignee.
- Load miles are calculated using PC Miler Practical Miles, which measures from center of zip code to center of zip code using practical routes.
- PTL uses the U.S. Energy Information Administration's website to determine the average cost of fuel to determine fuel surcharge
- Route times are based on 50mph
- Trip information will be sent via the Sylectus Mobile App or through your Qualcomm
- Send macro messages when arriving at each stop and when loaded/unloaded at each stop

### **Hazmat**

- PTL does not have authority to haul hazmat loads that require a placard. PTL on occasion will haul a hazmat load that does not require a placard.
  - If you arrive for a load and it is Hazmat over 1000lbs and/or requires a placard, immediately deny the freight and contact dispatch
- If you are on a Hazmat load that is under the 1000-pound limit and doesn't require a placard, inspect thoroughly
  - Check for leaks, damaged packaging or skids, exposed wires, or anything that seems out of the ordinary.
    - If you do not feel comfortable hauling the freight in its condition, deny the load and immediately contact dispatch

### **Progressive Breach Procedures**

Pursuant to this Agreement, CONTRACTOR agrees to abide by and satisfy a number of terms and conditions of differing levels of importance - some independently material to the everyday function of the Agreement with others less so. This Appendix establishes a program for CARRIER to assess CONTRACTOR's breaches of the Agreement and establishes a progressive evaluation formula for determining when the Agreement will or may be terminated.

1. Material Breaches. Upon the commission of a material breach, CARRIER reserves the right to terminate the Agreement for cause at its sole discretion, pursuant to Paragraph 6 of the Agreement. Where CONTRACTOR commits a material breach of the Agreement CARRIER will investigate the circumstances surrounding the breach and make a determination whether the Agreement is to be terminated or continued. While the investigation is underway CARRIER will not assign CONTRACTOR any shipments and will only resume such assignments when the investigation is complete and a decision made to continue with the Agreement. An example of a material breach of the Agreement

could involve CONTRACTOR's obligation to obey all legal requirements related to the safe operation of the Equipment or compliance with DOT hours of service requirements – both are directly related to issues of safety and CARRIER requires CONTRACTOR to adhere to legal safe operation laws, rules, and regulations. Failure to do so is considered not only a violation of law, but will also be deemed a material breach of the Agreement.

2. Minor Breaches. The Agreement also imposes upon CONTRACTOR lesser obligations (e.g., ensuring a bill of lading is signed, etc.) in addition to the more significant obligations that can give rise to a material breach. While failing to meet a lesser obligation on a single occasion will likely not constitute a material breach, repeated failures to meet lesser obligations will, in the aggregate, amount to a serious departure from the proper services CONTRACTOR agreed to provide to CARRIER pursuant to the terms of the Agreement. As such, CARRIER will issue a notice to CONTRACTOR when CONTRACTOR has committed a minor breach of the Agreement. Should CONTRACTOR (a) commit 3 minor breaches, or (b) receive 2 minor breach notices in any period of 6 consecutive months, CARRIER will commence an investigation into the minor breaches at issue. While an investigation is underway CARRIER will not assign CONTRACTOR any shipments and will only resume such assignments when the investigation is complete and a decision made to continue with the Agreement. Where, following the conclusion of an investigation, CARRIER decides to continue with the Agreement (rather than terminate the Agreement), CONTRACTOR shall be considered on notice that any subsequent minor breach will give rise to a final notice and a letter from CARRIER asserting CONTRACTOR's material breach of the Agreement. The final notice will advise CONTRACTOR that CONTRACTOR has materially breached the Agreement. At that time, CARRIER may exercise, in its sole discretion, its right to terminate the Agreement for cause.

This Appendix provides notice of CARRIER's understanding of its rights under the Agreement. As an independent business, CONTRACTOR is within his/her rights to seek advice as to CONTRACTOR's rights under the Agreement. Under no circumstance will CARRIER's failure to send CONTRACTOR a written notice of a breach excuse the breach or limit CARRIER's right to assert CONTRACTOR's material breach of the Agreement.

- ***Examples of Material Breaches (not an exhaustive list)***
  - Hours of Service violations
  - Driving under the influence of alcohol or drugs.
  - Testing positive for alcohol while on duty.
  - Testing positive for controlled substances.
  - The accumulation of "points," or moving violations, which cause the driver's license to be suspended, or **causes a loss of insurability**.
  - A physical altercation with any employee of Premium, or an employee of any company with whom Premium does business.

- Failure to report any traffic accident, or any other type of accident that occurs while operating a Premium vehicle of any type.
- Not telling the truth when asked for details about any incident
- Using cell phone without hands free device
- **Examples of Minor Breaches (not an exhaustive list)**
  - Failure to inform Premium dispatchers about truck status, or not telling true duty status.
  - Inadequate job performance (for example: failure to make necessary calls, late for pick-ups or deliveries without good reason, not submitting required paperwork, etc.).
  - Failure to maintain proper paperwork: trip reports, fuel receipts, bills of lading, etc.
  - Moving violations, including speeding, even if no Federal or State citation is issued on the road.
  - Abuse of company equipment.
  - Accidents (Preventable).
  - Not passing a DOT inspection due to driver negligence.
  - Failure to report a DOT inspection under Section 396.9(D).
  - Incidents involving a verbal altercation with any employee of Premium or any employee of a customer of The Premium Group.

**DRIVER ACKNOWLEDGEMENT**

I, the undersigned person, being of full legal age and capacity, do hereby agree and acknowledge that I have been provided with a copy of the Premium Transportation Logistics contractor/driver manual, that I understand and agree to the terms of the manual, and that I specifically agree to comply with all the terms of the manual, in connection with my application with the Company, and if qualified as a driver, during my contract with the Company. I further acknowledge and agree that the Company may at any time, and from time to time, modify the terms of the manual.

In witness whereof, I have hereunto set my hand and seal on the date below written.

Driver Signature: \_\_\_\_\_

Driver Name (Print or type): \_\_\_\_\_

Driver Address (Print or type): \_\_\_\_\_

Date Signed (Print or type): \_\_\_\_\_