

SOURCE	Union		
EFF.	95	12	11
TERM.	97	12	31
No. OF EMPLOYEES	44		
NOMBRE D'EMPLOYÉS	44		

# COLLECTIVE AGREEMENT

BETWEEN

**PRTI TRANSPORT INC.**

(Hereinafter known as the Company)

AND

**CANADIAN OWNER OPERATOR  
WORKERS' ASSOCIATION, LOCAL 2001**

(Hereinafter known as the Union)

VANCOUVER, B.C.

12/18/95

OCT 20 1995

10423(01)

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## **SCHEDULE "A"**

CONTRACTOR'S EQUIPMENT SPECIFICATIONS AND REQUIREMENTS


## **SCHEDULE "B"**

WHEREAS, **it is** the intent and purpose of the Parties hereto that **this** Agreement will promote and improve industrial and economic relationships between the Company and *the* Union, and to set forth herein the **basic** Agreement **covering** rates of **pay**, and conditions **of** employment to be observed between the Parties hereto.

GENDER: Wherever the use **of** the male gender **is** used herein, it shall also apply to the female gender where applicable.

NOW THEREFORE, in consideration **of** the mutual covenants and agreements herein set forth, the Parties hereto mutually agree **as follows:**

**ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION**

- 1.01 **The Company recognizes the Union as the sole and exclusive bargaining agent for its dependent contractors as described in the current Certification issued by the Canada Labour Relations Board.**
- 

**ARTICLE 2 -MANAGEMENT**

- 2.01 **Management rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company. This Article will not be used in a discriminatory manner against and dependent contractor.**

**A** ICLE 3 - UNION SECURITY

- 3.01 All dependent contractors who become employed after the date of the signing of this Agreement, shall become members of the Union, and pay to the Union, initiation fees, dues and assessments to maintain their membership as a condition of employment.
- 3.02 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the initiation fees, dues, and assessments charged by the Union to its members, the Company shall make deductions in accordance with the notice, effective the date given. The Union will indemnify the Company for all such deductions and remittance when in accordance with Union instructions.
- 3.03 All Union dues shall be made payable to the Canadian Owner-Operator Workers' Association, Local Union 2001 and forwarded to the head office:

20411 Powell Avenue  
Maple Ridge, British Columbia  
V2X 4N3

Dues will be payable no later than fifteen (15) days from the date that the deduction was made.

**ARTICLE 4 - HOURS OF SERVICE**

- 4.01 **All dependent contractors shall be bound by the maximum hours of work as prescribed by the National Safety Code and/or U.S. Department of Transport (and this Collective Agreement).**

**ARTICLE 5 - CONFLICTING AGREEMENTS**

- 5.01        **The Company agrees, not to enter into any Agreement or Contract with dependent contractors of the Company, members of the Union, individually or collectively, which in any way, conflicts with the terms and provisions of this Agreement. Any such Agreement or Contract shall be null and void.**



**ARTICLE 6 - NEW EQUIPMENT AND CLASSIFICATIONS**

- 6.01 Prior to any new types of equipment for which rates of pay are not established by this Agreement are put into use, the Company shall advise the Union **as** far in **advance as** possible, and not less **than** thirty (30) days prior to implementation
- 6.02 The matter shall become the subject of discussion between the Parties for rates governing such equipment. The Company and the Union shall finalize within thirty (30) **days** after such implementation, a rate to be established and such rate to **be** retroactive to date of implementation.

**ARTICLE 7 - NO MANDATORY SOURCE**

- 7.01        **Under no circumstances shall the Company directly or in-directly specify a mandatory source of fuel, tires, maintenance/repairs or collision insurance to be used by a dependent contractor.**

## A ICLE 8 - TRANSFER OF COMPANY TITLE OR INTEREST

8.01 This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors **and** assigns. In the event an entire business or any ~~part~~ thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any ~~part~~ thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding, not including financial arrangements thereof.

**ARTICLE 9 - SAFETY CONDITIONS**

- 9.01 Maintenance of Equipment - it is to the mutual advantage of the Company, that dependent contractors shall not operate vehicles which are not in safe operating condition.
- 9.02 Dependent contractors shall not be required to operate Company equipment on public streets and thoroughfares that is not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile equipment (i.e.: air lines, tires, brakes, all necessary lighting equipment).
- 9.03 It shall be the obligation of the Company to direct the repairs **as** necessary to conform with the safe and efficient operation of that equipment.
- 9.04 The Company shall inform, direct and supply to dependent contractors proper information and handling devices or equipment for handling dangerous goods cargo.

**ARTICLE 10 - UNION DECAL**

- 10.01 **It shall not be a violation of this Agreement for a dependent contractor to post the Canadian Owner-Operator Workers' Association, Local Union 2001 decal in a conspicuous place on the glass area of the equipment he is operating. Said decal will not be attached to any area which will impair the vision of the driver. Said decal shall remain the property of the Union.**

## ARTICLE 11 - SENIORITY

- 11.01 Accepted Seniority shall be maintained in the reduction and restoration of the working force, providing the senior man is capable of performing the remaining job or jobs.
- 11.02 Seniority for the purpose of this Agreement shall mean the length of service with the Company.
- 11.03 The Company shall, where operationally possible, attempt to assign work on a seniority/rotation basis.
- 11.04 The Company shall, upon request, provide the Union with an up-to-date list of all dependent contractors covered by this Agreement within each branch and/or division. Such lists shall state the starting date of the individual and truck number. The said list shall be posted on the Union Board **as** of January and July of each year.
- 11.05 All newly hired dependent contractors shall be on probation for the first ninety (90) calendar days. There shall be no responsibility on the **part** of the Company in respect of the employment of those on probation should they be laid-off for lack of work or discharged during the probationary **period**. However, the Company shall **inform** the individual **as** to whether he **has** been discharged or laid-off and the reasons therefore, **with** written notification to the Union. Upon successful completion of the probationary period, said individual shall be granted seniority effective from the first day of the probationary **period**.
- 11.06 The Company shall not be responsible for the Health and Welfare remittance to the Plan Administrator, during the probationary **period**.
- 11.07 In the event that the Company purchases **a** business or any part thereof, the employees of which **are** covered by **a** Collective Agreement with Canadian Owner-Operator Workers' Association, Local Union 2001, the seniority of such employees shall be computed **from** the date that they respectively first become employees of the business aforesaid.
- 11.08 In the event of a lay-off, dependent contractors shall be laid-off in reverse order of their seniority. A laid-off dependent contractor shall retain his seniority and recall rights with the Company for three (3) months after the date of lay-off
- 11.09 In the event of a lay-off, the Company will take into account:
- (a) The **type** of equipment, licenses and permits necessary for the services required.
  - (b) The seniority of the dependent contractor

- (c) Where two or more dependent contractors possess the type of equipment, licenses or permits necessary for the service required, seniority shall be the determinate factor and the junior dependent contractor shall be first laid-off.
  
- (d) In the application of this Article, senior dependent contractors who would otherwise be laid-off, shall have the option to secure the type of equipment, licenses or permits necessary for the service required. Dependent contractors who wish to exercise this option must provide the Company with proper notice of intent within **forty-eight (48)** hours of being advised of lay-off and secure such equipment, license or permits within ten (10) days thereafter.

**ARTICLE 12 - DEPENDENT CONTRACTORS SECURITY**

- 12.01 **Provided qualified dependent contractors with the required equipment are available the company shall not contract out bargaining unit work**



**ARTICLE 13 - PAST PRACTICE**

- 13.01      **Any rights and privileges of dependent contractors now in effect, but not specifically mentioned in this Agreement, shall be continued and no changes shall be put into effect unless mutually agreed by the Company and the Union.**

**ARTICLE 14 - DISCIPLINE RECORD**

- 14.01 When a dependent contractor is given a verbal or written warning, a record of that warning shall also be placed in the individual's personal file. The individual shall be permitted to make a written response to the warning which shall also be placed in the individual's file. **Any** incident causing such **written reprimand or** warning letter, over a **period** of twelve (12) months, shall not be used to compound other disciplinary action against said individual. The Union shall be notified, in writing, **of any written** warning.

**ARTICLE 15 - PROTECTION OF RIGHTS**

- 15.01      **It shall not be a violation of this Agreement or cause for discipline for a dependent contractor in the performance of his duties, to refuse to cross a legal picket line recognized by the Union.**
- 15.02      **The Union shall notify the Company as soon as possible of the existence of such recognized legal picket lines.**

## ARTICLE 16 - DISCLOSURE OF DRIVER EARNINGS

- 16.01 Except **as** otherwise mutually agreed between the Parties, dependent contractor covered by this Agreement, shall be paid not less frequently than once a week.
- 16.02 The Company shall provide dependent contractors covered by this Agreement with a separate or detachable, printed, itemized statement of revenue earned in a one (1) week pay period.
- 16.03 If an error occurs in a **pay** cheque of a dependent contractor and the amount is equal to one (1) day or more, he shall be entitled, on request, to a cheque being issued in favour of such individual on the next pay period.
- 16.04 Except **as** elsewhere herein provided, upon termination or quitting, the Company shall pay all money due a dependent contractor within forty-five **(45)** days.

**ARTICLE 17 - PHYSICAL OR MEDICAL EXAMINATION**

17.01      **Any Company required physical or medical examination shall be promptly complied with by all dependent contractors provided, however, the Company shall pay for all such physical or medical examinations.**

**ARTICLE 18 - LEAVE OF ABSENCE**

- 18.01 **A** dependent contractor who has completed one (1) year or more of continuous active service may be granted a leave of absence without pay for a **period** not to exceed **thirty** (30) days. The Employer will not unreasonably deny a dependent contractor a leave of absence. The **thirty** (30) day leave may be extended ~~three~~ times, each extension not to exceed **thirty** (30) days.
- 18.02 Engaging in employment while on a leave of absence or misrepresenting the reason for a leave of absence shall be good cause for discharge
- 18.03 During any leave of absence, the Employer will not be under any obligation to **pay** any Health and Welfare contributions for a dependent contractor. **An** individual on leave may **pay** the entire contribution to keep his policy current **and** in force. it shall be the individual's responsibility to exercise this option and to do so in a timely manner.
- 18.04 **An** individual on leave must report to the Company within five (5) days after the expiration of the leave. Failing to do so shall mean that the individual has terminated employment.

**ARTICLE 19 - LICENSE AND INSURANCE**

- 19.01 During the term of this Agreement, the tractor shall be operated at all times under the licenses, permits, and operating authorities of the Company. The tractor shall be licensed and registered in the joint names of the Company and the dependent contractor, for the purposes of insurance, licensing, and authorities of the ~~Company~~. However, it is understood and agreed that the transfer of registration of the tractor to the Company is for insurance, licensing, and operating purposes ~~as~~ aforesaid and that it is not intended thereby to transfer the beneficial ownership of the tractor from the dependent contractor to the Company.

## ARTICLE 20 - VISITING PRIVILEGES

- 20.01 **Authorized representatives of the Union shall notify the Company prior to accessing the Company's establishment during working hours for the purpose of investigating conditions related to this Agreement and shall, in no way, interrupt the Company's working schedule.**



## ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURES

- 21.01 The Company and the Union recognize and agree that the prompt resolution of differences concerning the interpretation, application, or administration or alleged contravention of this Agreement is of the utmost importance.
- 21.02 A grievance concerning the interpretation, application, administration or alleged contravention of this Agreement or alleging that a dependent contractor has been unjustly disciplined or discharged shall be dealt with in the manner set out in this Article.
- 21.03 Grievance Procedure:** Whenever any dispute arises between the Company and the Union, or **between** the Company and one or more dependent contractor, the men shall continue to work and the dispute shall be adjusted in accordance with the following procedures.
- Time limit to institute the Grievance Procedure:
- (a) Termination or lay-off - ten (10) calendar days
  - (b) All other grievances - thirty (30) calendar days
- 21.04 In any dispute over a pay cheque or pay statement, or any matter thereon, the time limit shall be calculated from the date the dependent contractor received the pay cheque or pay statement.
- Step 1: Any grievance of an individual shall first be taken up between said individual and the Company supervisor. However, an individual will be entitled to be represented by a Shop Steward or a Union representative.
- Step 2: Failing settlement under Step 1, said grievance shall be taken up between a representative of the Union or a Shop Steward and the Company Supervisor.
- Step 3: Failing settlement under Step 1, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute **as** to whether a matter is subject to this Grievance Procedure, shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute not later than at their initial meeting.
- Step 4: Failing Settlement under Step 3, either Party may refer the matter to an agreed upon neutral arbitrator who will meet with the

authorized representatives of the Union and the Company to hear both sides of the case.

**21.05**            **Minister of Labour:** If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one Party has served Written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Minister of **Labour** will be requested to appoint a neutral arbitrator.

**21.06**            Arbitrator's Decision: The Arbitrator shall be required to hand down his decision following completion of the hearing, **and** his decision will be final **and** binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

**21.07**            Costs: The cost of the Arbitrator will be borne equally by the **Union and** by the Company.

**A ICLE 22 - SHOP STEWARDS**

- 22.01     **The Union shall elect or appoint Shop Stewards from the owner-operators in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of Shop Stewards so elected or appointed. The Company will recognize Shop Stewards and not discriminate against them for lawful Union activity. The Company will notify the Union forty-eight (48) hours prior to dismissal of a Shop Steward.**

**A ARTICLE 23 - SAVINGS CLAUSE**

23.01 Should any part of this Agreement or any provision herein contained by rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a **court**, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and **such** remaining portions shall continue in **full** force and effect.

23.02 In the event that **any** clause or section is held invalid or enforcement of or compliance with which has been restrained **as** above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the **request** of either **party for the** purpose of implementing the requirements of any such order, judgement or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the matter to arbitration.

## ARTICLE 24 - RISKS AND RESPONSIBILITIES

- 24.01 Contractor shall assume and pay any **tax** levy, fee or fine imposed or **as** against the equipment described herein, the cargo transported thereby, or the Carrier, by any Governmental authority **as** a result of any action by the Contractor or Contractor's employees..
- 24.02 Contractor understands **and** accepts that insurance coverage will be comprised of two main components, **both** of which are provided by PRTI and costs of which are remitted back to PRTI from the Contractor.
- 24.03 The first component is for public liability, **bodily** injury, vehicle collision, and comprehensive, and other such public interests. Insurance coverage is **underwritten by** the Insurance Corporation of British Columbia. Payment of such coverage can **be** made in full by the Contractor at time of issuance, or prepaid by **PRTI and** repaid back to **PRTI** by the Contractor as outlined in Schedule B, herein.
- 24.04 The second component is for cargo coverage. This includes coverage for **both** cargo **and** trailering equipment. Payment for such coverage will be made to PRTI **as** outlined in Schedule B, herein.
- a) In the event of an at-fault accident, the Contractor **warrants** acceptance of the cost of the deductible amount **as** outlined in Schedule "B", herein. At-fault determination will be based upon the findings of the insurance company.
- b) Contractor shall be solely responsible for the payment of wages, expenses, social security, W.C.B. assessments, unemployment compensation and payroll taxes and any other relevant expenses for himself, his employees or agents, and upon demand by PRTI produce evidence of payment thereof
- c) Contractor expressly undertakes to immediately register **as** an Employer under the Workers' Compensation Act and to maintain that registration in good standing.
- d) Contractor undertakes to remit monthly all Workers' Compensation assessments in respect to its **company** and its employees.
- e) Contractor shall hold PRTI harmless from any liability arising from the relationship **between the contractor and any of the contractor's employees,**

## ARTICLE 25 - DEFAULT - BREACH - TERMINATION

PRTI may either suspend the operations of contractor under this Agreement or terminate the same for any failure of contractor to perform the obligations assumed by him under this agreement. PRTI may terminate the the contractor in the event;

- (a) Violates this agreement or any safety rules or regulations **of** any federal, state or provincial government agency.
- (b) Carry on or permit to be carried on **any** illegal operations with the equipment described in Schedule **A**.
- (c) Perform hauling services for anyone other than PRTI while this agreement is in effect **with** the equipment described **in** Schedule **A**.
- (d) Fails to report any loss or damage to any equipment or cargo.

Should the contractor terminate this Agreement without having given ten [10] days notice, PRTI may retain the sum of \$500.00 from contractor's reserve account as liquidated damages; and should contractor fail to complete **all** its scheduled movements prior to termination, PRTI may retain **from** contractor's general reserve accounts **such** sums **as may** be necessary to reimburse PRTI **for** contractor's failure to perform.

If contractor gives proper 10 days written notice of termination and returns plates, **unused** portions of license fees, cab cards, credit cards and any other equipment or documents belonging to PRTI and removes all PRTI insignia, then Contractor under this paragraph will not be charged a \$500.00 short-term cancellation. If contractor **does** not adhere to the terms of this contract and makes the equipment described in Schedule **A** unavailable to PRTI, PRTI may consider this contract breached and contractor will be advised **of** termination via registered mail, **and** in such case, no unused portions of license or **permits** will be returned to Contractor and its account will be debited for a \$500.00 short-term cancellation **as** a violation of the contract.

Subject to the terms and conditions of the Agreement, the parties shall use their best efforts **to** effect a final settlement of all accounts between them within 90 days subsequent to the ten (10) day notice of termination in

addition to the holdback, set out in this Agreement. Forthwith upon any notice of termination being given, contractor shall, at his sole cost, **risk** and expense, return PRTI's equipment to PRTI to PRTI at such location or

locations as may be designated by or on behalf of PRTI, and contractor shall remove all of PRTI's license plates, licenses, certificates, permits, signs, logos, insignia and other property from contractor's equipment and return the same to PRTI. Contractor hereby grants PRTI a right of ingress and egress to **any** premises or locations where any of PRTI's equipment, license plates, licenses, certificates, **permits**, signs, logos, insignia or other property are located for purposes of taking possession of the same should contractor fail to meet its obligations **as** aforesaid.

## ARTICLE 26 - EQUIPMENT

- 26.01 Contractor shall provide and exclusively dedicated contractors equipment set out in Schedule **A** to PRTI and shall not provide any transportation or other services to any other party except in accordance with PRTI's instructions.
- 26.02 Schedule **A** shall not be amended from time to time to show any addition or substitution in equipment approved in advance by PRTI and confirmed by execution of revised Schedule.
- 26.03 Any equipment provided by contractor to perform the services shall meet the following minimum requirements:
- (a) In good mechanical and operating condition and able to successfully pass all safety inspections required all Provincial, Federal, or U.S. Legislations, **as** required. (Note that the agreement requires contractor to supply PRTI with written certification attesting to the mechanical fitness of the tractor **as** well **as** the condition of all safety related items **as** required by such legislation from time to time).
- (b) All equipment furnished by contractor shall be fully operable and in good operating condition, shall meet the specifications of PRTI, including auxiliary equipment required by PRTI, and shall be maintained fully operable and in good operating condition, by contractor, at his sole expense during the **full** term of this agreement.

So **as** to comply with the Provincial and State Fuel Tax requirements, the contractor will be required to submit all original fuel purchase receipts to PRTI for processing and by submission to the legislative authorities. Valid receipts, that being those accepted by the legislative authorities must contain the following information:

- Date purchased
  - Quantity **purchased**
  - Price per gallon or liter, as applicable
  - **Total price**
  - Vendor name and full address
  - Purchaser's name and full address (Provincial and State authorities will only recognize PRTI **as** the valid purchaser of fuel)
  - Unit number
- (d) The Contractor understands and accepts that failure to comply, **as** required by the legislative authority, may cause PRTI to remit additional tax and or penalties to said legislative authority. Any and all payouts of this nature will be passed on to the Contractor along with any handling fees **as** outlined by PRTI.



- 26.04 In the event that the equipment described herein is not in proper mechanical condition or is otherwise deemed inadequate, then PRTI shall have authority to transfer any shipment *from this* equipment according to its best judgement.
- 26.05 If contractor pulls PRTI's **trailing** equipment, PRTI will maintain and license such trailing equipment at its expense. Damage to PRTI's trailing equipment **caused** by negligence on **part** of the contractor will be charged back to the contractor. If contractor pulls PRTI's trailing equipment that is damaged **and** does not **advise** PRTI at time of hook-up, he shall be deemed responsible for the damage. PRTI will provide an interchange agreement on all **company** equipment at time of assigned dispatch.
- 26.06 Contractor will not under any circumstances charge any item to PRTI without explicit consent of PRTI, who must confirm such purchase by purchase order number.
- 26.07 Contractor will **cause** contractor's equipment to be inspected from time to time for safety or other purposes at certified locations **as** may be required by the laws of **any** jurisdiction where contractor's equipment is operated and proved all necessary inspection certificates to PRTI.

**ARTICLE 27 - IDENTIFICATION**

27.01 **During all periods of operation hereunder, the tractor described in Schedule A shall display on each cab door the name PRTI and fleet number. Such identification shall be in a form and size acceptable to Provincial and/or Federal regulatory agencies and shall be put upon the equipment at the expense of contractor and shall be obliterated or removed by PRTI and Contractor forthwith upon termination of this agreement.**

**CONTRACTOR SHALL MAINTAIN, AT HIS SOLE RISK AND EXPENSE, THE EQUIPMENT DESCRIBED IN SCHEDULE A, CLEANED AND WASHED AT ALL TIMES.**

27.02 **Decals and logos will be supplied by PRTI at no cost to the Contractor**

## ARTICLE 28 - REPORTS REQUIRED OF CONTRACTOR

- 28.01 **So** that PRTI can comply with the rules and regulations of the regulatory agencies **of** Canada and the United **States** having jurisdiction over their operation, contractor shall at all times comply with the rules and regulations **as** set **forth** by such agencies and **furnish** PRTI with the following documents and information:
- (a) On a **daily basis**, the original **of** the **daily log** where applicable, **of** each driver whom contractor employees in the performance of this contract.
  - (b) **As** required, the original **of** the contractor's monthly vehicle condition report for vehicles **used** in the performance of this contract.
  - (c) The **original** or true copies **of** all Scale tickets, toll receipts, custom documents, delivery receipts **for** each load transported.
  - (d) Such other documents or data which must be maintained by contractor or filed **by** PRTI pursuant to complying with the regulations of such agencies.
  - (e) Contractor must stamp-off I.T. and/or T.E. Customs document at U. S. Customs destination **as** requested by Company.
- 28.02 Report each accident and safety violation immediately to PRTI. The failure of contractor **to** report any accident or safety violation as required under the rules **and** regulations **of** Canada **and** *the* United States will be considered a breach of this agreement **within** fifteen (15) days.
- 28.03 Delivery **trip** reports in a form acceptable to PRTI forthwith upon completion of each trip, and **with** such reports deliver **all** delivery receipts, bills **of** lading, signed freight bills, customs documents, original copies of vehicle condition or inspection reports, and original or true copies **of** all scale tickets, toll receipts and all maintenance reports and records required by law **from** time to time in any jurisdiction in which the services are performed. Bill **of** lading **must** be signed by customers.

## ARTICLE 29 - CONFIDENTIALITY

29.01 Contractor agrees to receive and hold, and cause an alternate driver to receive and hold, all information and materials of a confidential or proprietor nature provided by PRTI on a confidential basis, and contractor agrees that it **shall** not **disclose or use** any **confidential information** or material for his **own** benefit or gain or for any purpose other than was **authorized** by PRTI in writing from time to time, and without limiting any other rights or remedies that PRTI may have against contractor for breach of this clause, it is understood and agreed by the ~~parties~~ that contractor shall be **required** to account to PRTI for all profit or gain realized by contractor or his employees, as a result of use of the confidential information or materials. Upon termination, the contractor shall forthwith return all of PRTI's written information and material of any kind provided to contractor by PRTI.

**ARTICLE 30 - COLLECTION OF ACCOUNTS**

30.01 Contractor shall fully and adequately account to and pay PRTI for all monies or other evidences of payment received by contractor or its employees from any of PRTI's customers or other third parties forthwith upon receipt thereof and in accordance with any instructions given to contractor by or on behalf of PRTI in that regard if C.O.D. freight only.



## ARTICLE 31 - DURATION

- 31.01 This Agreement shall be in **full** force and effect **from** December 11, 1995 to and including December 31, 1997 and will continue in full and effect **from** year to year thereafter, subject to the right of either Party to this Agreement, within four **(4)** months immediately preceding the expiration of this Agreement, to give written notice to the other Party to commence collective bargaining.
- 31.02 There will be no strikes or lockouts so long **as** this Agreement continues in force.
- 31.03 Should either Party give written notice to the other Party pursuant hereto, or such notice **be deemed to be given by operation of law**, this Agreement will thereafter continue in full force and effect until:
- (a) The Union shall commence a legal strike
  - (b) The Company shall commence a legal lockout, or
  - (c) The Parties conclude a renewal or revision of the Agreement or a new Collective Agreement.

SIGNED AT \_\_\_\_\_, BRITISH COLUMBIA, THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 1996

PRTI TRANSPORT INC.

CANADIAN OWNER-OPERATOR  
WORKERS' ASSOCIATION  
LOCAL UNION 2001

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

SCHEDULE "A"  
TO THE CONTRACTOR AGREEMENT

CONTRACTOR'S EQUIPMENT SPECIFICATIONS  
AND REQUIREMENTS

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1. General Information Pertaining to Contractor:

- (a) Name: \_\_\_\_\_
- (b) Mailing Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_
- (c) Home Phone Number: \_\_\_\_\_ Back-up Number: \_\_\_\_\_
- (d) Incorporation Date & Number: \_\_\_\_\_
- (e) PRTI **Assigned** Unit Number: \_\_\_\_\_

2. Actual Tractor Specifications:

- (a) Unit Make and Year: \_\_\_\_\_
- (b) Engine Brake: \_\_\_\_\_
- (c) Color: \_\_\_\_\_
- (d) Serial number of Tractor: \_\_\_\_\_
- (e) Engine (Make and Horsepower): \_\_\_\_\_
- (f) ~~Rear~~ and Ratio: \_\_\_\_\_
- (g) Type of Tractor: \_\_\_\_\_
- (h) Front Wheel Brakes: \_\_\_\_\_ Tire Size: \_\_\_\_\_
- (i) Fuel Capacity in Imperial Gallons: \_\_\_\_\_
- (j) Wheel Base: \_\_\_\_\_ Sleeper Cab Size: \_\_\_\_\_
- (k) Tachometer Manufacturer: \_\_\_\_\_
- (l) Gross Weight of Tractor Equipped **as** Specified with Full Fuel Tanks and Driver(s)

- \_\_\_\_\_
- (m) Purchase Price and Date Purchased:
- \_\_\_\_\_

Accessories:

- (n) Flare: \_\_\_\_\_ Fire Extinguisher: \_\_\_\_\_
- (o) First Aid Kit: \_\_\_\_\_ Paint: \_\_\_\_\_
- (p) Other: \_\_\_\_\_
- (q) Appraised Value of Tractor **as** of the Effective Date:  
\$ \_\_\_\_\_ PRTI may require a copy of **an** equipment appraisal annually and may require a copy of an equipment appraisal annually and may also require a copy of the original purchase documents of the vehicle.



2 **Specifications of the Contractor's Trailer: (if any)**

- (a) **Make:** \_\_\_\_\_ **Year:** \_\_\_\_\_  
(b) **Serial Number:** \_\_\_\_\_ **Type:** \_\_\_\_\_  
(c) **Color:** \_\_\_\_\_ **Overall Length:** \_\_\_\_\_  
(d) **Overall Width:** \_\_\_\_\_ **Number of Axles:** \_\_\_\_\_  
(e) **Tire Size:** \_\_\_\_\_ **Axle Spread:** \_\_\_\_\_  
(f) **Sliding Bogies: (yes or no)** \_\_\_\_\_  
(g) **License Number:** \_\_\_\_\_  
(h) **Gross Weight (with fuel for reefer)** \_\_\_\_\_

**Signed and Approved this** \_\_\_\_\_ **Day of** \_\_\_\_\_, 1996 \_\_\_\_\_

PRTI TRANSPORT INC. COOWA, LOCAL 2001

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**SCHEDULE "B"****COMPENSATION AND DEDUCTIONS**1. **COMPENSATION:**

(A) PRTI shall pay the following compensation rates on a round trip basis between Vancouver, B.C., and the **points** named herein. Rates include both pickup and delivery, as required, of the intermodal marine container **AND** chassis/flatbed, trailer as applicable.

**VANCOUVER-/- SEATTLE**

	<b>current rates</b>	<b>1st year</b>	<b>2nd year</b>
Load-/-Empty	CAD \$ 330.00	\$365	\$375
<b>Load-/-Load</b>	<b>CAD \$ 360.00</b>	<b>\$385</b>	<b>\$395</b>
Load-/-Bobtail	CAD \$ 280.00	\$325	\$335
Flat Deck	CAD	\$ 30	\$ 30

**VANCOUVER-/-TACOMA**

Load-/-Bobtail	<b>CAD \$ 300.00</b>	<b>\$335</b>	<b>\$345</b>
Load-/-Empty	CAD \$ 370.00	\$390	\$400
Load-/-Load	<b>CAD \$ 420.00</b>	<b>\$445</b>	<b>\$450</b>
Flat Deck	CAD	<b>\$ 30</b>	<b>\$ 30</b>

**VANCOUVER-/-SEATTLE-TACOMA COMBINATION**

Load-/-Empty	<b>CAD \$ 380.00</b>	\$390	\$400
Load-/-Load	CAD \$ 420.00	<b>\$445</b>	<b>\$450</b>
Flat Deck	<b>CAD</b>	\$ 30	\$ 30

**VANCOUVER-/-PORTLAND**

<b>Round Trip</b>	<b>CAD \$ 700.00</b>	\$710	\$715
Load-/-Bobtail	<b>CAD \$ 625.00</b>	\$650	\$655
Flat Deck	CAD	\$ 30	\$ 30

**VANCOUVER-/-SEATTLE**

H/H	CAD \$ 500.00	<b>\$525</b>	<b>\$530</b>
H/L	<b>CAD \$ 415.00</b>	\$430	\$435

**VANCOUVER-/-TACOMA**

H/H	CAD \$ 500.00	\$540	\$545
H/L	<b>CAD \$ 435.00</b>	\$440	\$445

\*\*All other points for H/H & H/L are @ \$1.15 per mile effective ~~December~~ 11, 1995 and \$1.18 effective December 11, 1996

VANCOUVER LOCAL

<u>Zone 1 - Van., Burnaby, Rich., N. West., Coq., Delta &amp; N. Van.</u>		<u>1st year</u>	<u>2nd year</u>
LD		\$62.50	\$67.50
MTY		\$50	\$50
 <u>Zone 2 - Surrey, Langley &amp; Port Kells</u>			
LD		\$77	\$80
MTY		\$72	\$72

- (B) Other line-haul points within the United States and British Columbia Pacific Northwest Region will be rated at \$1.10 per mile [CAD] as outlined by the practical miles of the "PC Miler."
- (C) PRTI will reimburse the Contractor for all bridge, toll charges, **permits**, scale fees, lumber fees, etc. All ORIGINAL RECEIPTS must be tendered with the trip documents at the conclusion of each trip in order to effect refund.
- (D) Waiting Time - CERTIFIED WAITING TIME ONLY: will be paid to the Contractor at a rate of CAD \$30.00 per hour following the first two (2) hours of free time. The provision DOES NOT INCLUDE NORMAL PIER WAITING, but is designed to compensate the Contractor for time lost due to unusual circumstances. Waiting time will only be paid in cases where the Contractor/Driver **has** notified dispatch at the first indication of a potential problem and arrangements can be made in advance, **with** the customer to effect payment of same.

2. DEDUCTIONS:

- (A) SECURITY HOLDBACK: A holdback amount of CAD \$2500.00 will be deducted from the Contractor's settlements. This **will** be deducted in **equal** installments over a twelve (12) month period commencing **with** the first remittance by PRTI. Upon termination of the contract herein, these monies will be held for ninety (90) days, without interest, to cover any Late back charges or claims not covered by the Contractor's insurance.
- (B) DELAYS: If the Contractor cannot complete an assigned and accepted dispatch, PRTI will undertake to complete the dispatch, and charge the Contractor any added costs incurred beyond what would have been paid to the Contractor.
- (C) SHORT & DAMAGES: If there is a short and/or damage on delivery, the Contractor may be charged, unless the shipment is a shipper **Load**, seal, and count, and the original shipper seal **can** be confirmed in-tact on delivery by the consignee, and so noted on the original delivery receipt.
- (D) LICENSE PLATES: ICBC public liability coverage, and pro-rated cab cards from out-of-province jurisdictions are payable in full at issuance by the Contractor.

Company financing is available at the rate of **prime + 1%** over a deduction **period** of 6 months, or the balance of the term, whichever is shorter.

- (E) B.C. FLOATER PLATE: The Contractor is required to supply, at his **own** risk and expense, a B.C. Trailer Floater Plate which is to be used when pulling non-B.C. Licensed equipment.
- (F) CARGO INSURANCE: Cargo/trailer insurance will be purchased by PRTI, and charged back to the Contractor at a rate of 2 1/2% of the gross settlements to the Contractor; deductions commencing with the first settlement issued.
- (G) LAY-OVERS: Compensation in the amount of CAD \$100.00 will be remitted in specific, pre-approved cases. Any Lay-over circumstance where the occurrence is the result of the Contractor or its employee will not qualify for such compensation. **As** in #1-(CD) - **WAITING TIME**, this compensation is designed to offset Lay-over expenses caused by unusual circumstances **as** a result of client action.

It will only be paid in cases where the Contractor/Driver has notified dispatch at the first indication of a potential problem, and arrangements can be made, in advance, with the customer to effect payment of same.

- (H) HEALTH & WELFARE: The Company will contribute one-hundred and **forty-six** dollars (\$146.00) per owner-operator, per month, **as** outlined in the Union certification of February 13, 1995. The **noted** payment will be made to D.A. Townley & Associates LTD. by the **15th** of the month following.
- (I) **TERM OF AGREEMENT**

**Effective December 11, 1995, expiry date of December 31, 1997**

Signed and Approved this 19 Day of Aug, 1996 \_\_\_\_\_

PRTI TRANSPORT INC.: Odle E. Smith

FOR THE UNION

*[Signature]*