



February 28, 2020

Mr. G. MacInnes
BC Container Trucking Commissioner
1085 Cambie Street
Vancouver, BC
V6B 5L7

(sent by email February 28, 2024)

Re: 2024 CTS License Reform

Dear Mr. MacInnes

Thank you for providing the opportunity to review the proposed 2024 License Reform changes.

Harbour Link support the important work that the OBCCTC bring to stabilizing the drayage sector to ensure drivers are paid correctly and that Licensee's remain in compliance with the Regulations.

We also support the submission as provided by the BC Trucking Association.

License Term

Over the years since the inception of the office we have had the opportunity to provide comment on licensing changes and we continue to speak up about the actual licensing period. As a business faced with expansion and equipment costs, we work with various financial institutions and the fact that we are a TLS Licensed drayage provider in a regulated industry is seen as a positive factor but in the same sentence the fact that the License is only 2 years is a negative when trying to secure equipment financing. We continue to ask for a longer License term which provides greater business stability.

Harbor Link recommends that the **License term be extended from 2 years to 5 years**. A two-year window is too short to permit sound investment planning.

As a general principle we do not support additional regulatory requirements above those that presently exist in accordance with the BCCTA and its Regulations.

We feel the most important role of the OBCCTC is enforcement through audit and direct drayage carrier complaint investigations.

Off Dock Enforcement

We agree that the Licensee must not cooperate with a non-licensee to perform drayage services within the lower mainland.

The OBCCTC has the investigative tools and enforcement capability to deal with licensees that do not follow the rules and those cheating need to be dealt with up to and including license cancelation. It is our feeling that if the OBCCTC takes direct enforcement action with a carrier and cancel the

license, other carriers engaged in the same type of activity will clearly understand expectations as relates to their exposure and change their behavior.

We understand why the OBCCTC would like to identify approved Off Dock facilities but practically speaking this would be operationally limiting for drayage operations as Off Docks come and go and licensing for off docks is controlled through the municipalities and various land use agreements. For the OBCCTC to control off dock use/approvals would be an administrative challenge.

For the purposes of drayage carrier activity enforcement, the best tool the OBCCTC has is the confidential tip line and if necessary, the office could require more specific information be provided such as carrier name, truck number or plate number as well as container number along with date etc. and the enforcement team can follow up on tips that are very detailed in nature (pictures also).

Chassis Decals

While many carriers have their company names identified on chassis, it is not a law and chassis get bought and sold and neutralizing chassis has never been a requirement. Also, what happens with daily or short-term chassis rentals from the various rental companies. The only way to know who owns the chassis is to look at the actual chassis registration which is located in the document pocket on the chassis.

Sponsorship Agreement (Termination of Sponsorship Agreement)

We agree that per schedule 2 the Sponsorship Agreement may be terminated for the reasons as identified Schedule 2 - 17 a-j.

Item a) 45-day inactivity sponsorship cancelation has the most significance and provides the Licensee with the correct tool to change IO behavior when it comes to the abuse of extended leaves.

Sponsorship Agreement (Indirectly Employed Operator)

The OBCCTC in the past required Licensees to cancel sponsorship agreements for owner operators who were not operating their own trucks but instead had an IEO employee operating the equipment. It was our understanding that only the actual owner operator was to be the driver of the equipment but not all carriers changed their process and it appears there are still trucks being operated by IEO's.

The answer to this issue is not to bring back IEO's with the relief driver scenario. The relief driver aspect has been abused and the only relief drivers currently employed in the sector are long term as the truck owners have no intention of coming back to drive their trucks.

The simple fact is IEO's should not be allowed. IO's that are sponsored should have a maximum amount of time that their equipment can be parked for vacations or legitimate leaves of absence 45 days cumulative for the year. This would resolve the IEO issue along with keeping IO trucks active in the drayage sector. Trying to bring back the IEO model for temporary coverage will cause long term replacement cheating to continue. This gap needs to be closed once and for all.

Also, the Licensee cannot be liable for the IO to have paid the IEO accurately and this has been a problem. This is an area that drivers themselves have generally played a complicit role.

Container Trucking Services License

For the most part the changes provided in the Container Trucking Services Licensing are housekeeping but below are recommendations provided for additional consideration.

Page 15 – 3. TERM

We request that The Term of the License should be extended to 5 years November 30, 2029

Page 20 – 7.3 Licensee Contact for all communications.

This should include a Primary and a Secondary contact to receive all communications. A single contact is an issue if the primary is away on vacation or otherwise not available. The communications from the OBCCTC as well as VFPA are very often time sensitive for action to be completed.

Page 24 – Appendix B Equipment and Safety

e) chassis unique identifier, this is not practical, what about short term leases or daily rentals for surge etc.

Page 36 – Schedule 2 - Sponsorship Agreement

Payroll Deductions (currently listed)

- Sponsor's payment of fuel on behalf of Sponsored IO
- Sponsor's payment of Approved Vehicle insurance on behalf of Sponsored IO

Suggest the following be added to the list of allowable payroll deductions:

- *Deduct cost of GPS or other VFPA equipment, damaged, stolen or otherwise not returned by the IO*
- *Deduct the cost of fines imposed by VFPA or other authority as a direct result of the Sponsored IO actions i.e., failure to follow PMV Electronic signboard on road instructions to report to the staging area (these are \$500 fines imposed by VFPA and are in the direct control of the IO)*

Thank you for the opportunity for provide input and if you have any questions or require any clarification, please do not hesitate to contact me directly either by email or phone.

Yours truly,

HARBOUR LINK CONTAINER SERVICES INC.

John J. Bourbonniere
Executive Vice President

Cc D. Payne