



September 29, 2025

Full Load Transport Services Inc.
7064 151A Street
Surrey, BC V3S 8A5

Commissioner's Decision

Full Load Transport Services Inc. (CTC Decision No. 29/2025)

Introduction

1. Full Load Transport Services Inc. ("Full Load") is a licensee within the meaning of the Container Trucking Act (the "Act").
2. Under sections 22 and 23 of the Act, minimum rates that licensees must pay to truckers who provide container trucking services ("CTS") were first established in the Container Trucking Regulation ("Regulation") by the Lieutenant Governor in Council and, subsequently, by the Commissioner ("Rate Order"). Licensees must comply with the established rates. In particular, section 23(2) of the Act states:

A licensee who employs or retains a trucker to provide container trucking services must pay the trucker a rate and a fuel surcharge that is not less than the rate and fuel surcharge established under section 22 for those container trucking services.

3. The Rate Order establishes two rates of pay for directly employed operators ("company drivers"): a lower rate for drivers who have performed less than 2,340 hours of container trucking services for any licensee ("Lower Hourly Rate") and a higher rate for drivers who have performed 2,340 or more hours of container trucking services for any licensee(s) ("Higher Hourly Rate").
4. Under section 24(1) of the Regulation, a licensee must pay remuneration owed to a company driver at least semi-monthly and no later than 8 days after the end of a pay period.
5. Under section 31 of the Act, the Commissioner may initiate an audit or investigation to ensure compliance with the Act, Regulation and the CTS license whether or not a complaint has been received by the Commissioner.
6. On November 4, 2024, the Office of the BC Container Trucking Commissioner ("OBCCTC") initiated a random audit of Full Load to determine compliance with the Act, Regulation, and CTS license between November 1, 2020 and October 31, 2024 ("Audit Scope").
7. Full Load has been the subject of one previous audit. In Full Load Transport Services Inc. (CTC Decision No. 10/2020) ("2020 Decision"), the Commissioner determined that Full Load had failed to pay 13 company drivers the regulated rates between June 1, 2019 and March 31, 2020 and owed a total of \$2,068.68. In addition, the Commissioner determined Full Load provided insufficient detail on its drivers' pay statements which hindered the OBCCTC auditor's ability to assess compliance. An administrative penalty of \$2,500 was issued.

Audit

8. On November 4, 2024, the OBCCTC requested payroll records for the periods of November 2020, March and September 2021, January and May 2022, May and December 2023 and April and August 2024 ("Audit Period") to be provided no later than November 19, 2024. The documents requested included:
 - Job applications for drivers receiving the Lower Hourly Rate
 - Copies of all cancelled pay cheques or bank records confirming direct deposit amounts for work performed during the Audit Period;
9. Full Load provided some of the required payroll information by the deadline. On April 1, 2025, Full Load was asked to provide ten (10) cancelled cheques that had not been provided by the November 2024 deadline. On May 2, 2025, Full Load was again asked to provide job applications for drivers paid the Lower Hourly Rate.
10. Full Load paid one company driver the Lower Hourly Rate in March 2021 despite his appearing to have been employed more than one year at that point. The auditor reviewed his job application and confirmed that the driver had no previous container trucking services experience, but Full Load did not provide any information about the number of hours the driver had accumulated by March 2021. In the absence of any information from Full Load, the auditor determined that driver was entitled to be paid the Higher Hourly Rate after one year of working for the licensee and was therefore owed \$289.51 for work performed in March 2021.
11. The hours recorded on the company drivers' wage statements did not match the number of hours recorded on their time sheets resulting in an initial discrepancy of \$4,526.87 for the Audit Period. Full Load explained that the timesheets recorded only regulated container trucking services and that the difference was because wages for long-haul work were included on the pay statements. Full Load paid company drivers by the trip for each long haul move but added those amounts to their wage statements as though they were also for performing container trucking services in the Lower Mainland made it appear they were performing regulated work. The auditor explained the difficulty in reconciling the wage statements against the time sheets using the example of one company driver:

August 1-15, 2024 wage statement:

- 107.45¹ regular hours at a rate of \$33.66, earning \$3,616.77
- 8.30² OT hours at a rate of \$50.49, earning \$419.07
- Totalling \$4,035.83 in gross earnings

¹ The wage statement reported 107 hours and 45 minutes as 107.45 hours instead of 107.75 hours

² The wage statement reported 8 hours and 30 minutes as 8.30 hours as 8.3 hours instead 8.5 hours

Electronic timesheets and records for August 1-15, 2024:

- \$942.48 for long-haul work (\$319.77 for Blaine Washington, \$286.11 for Trail, and \$336.90 for Trail for total of \$942.48)
 - 69 CTS hours at a rate of \$33.66, earning \$2,322.54
 - 7 OT CTS hours at a rate of \$50.49, earning \$353.43
 - Totaling \$3,618.45 in gross earnings
12. Based on Full Load's explanation of how it converted trip rates to hourly rates, the auditor divided the amount paid for trips \$942.78 (\$319.77+\$286.11+ \$336.90) by the regulated hourly rate of \$33.66 to equal 28 hours. However, the 107 hours and 45 minutes recorded in the wage statement minus 28 hours equals 79 hours and 45 minutes whereas Full Load's electronic records show that the driver worked 69 hours performing container trucking services.
13. When the auditor reviewed the wage statements of drivers with combined long-haul hours and regulated CTS hours using Full Load's explanation, it was determined that discrepancies still existed between the regulated CTS hours paid to the drivers and the hours worked resulting in an underpayment of \$112.20.
14. Based on Full Load's explanation that not all the hours reported on the wage statements were for container trucking services, the auditor concluded that Full Load owed its drivers a total of \$2,774.23³ for differences between the CTS work (inclusive of overtime) recorded on the drivers' timesheets and their wage statements. These amounts were based on work performed in certain months in the Audit Period (March 2021, May and December 2023 and April and August 2024).
15. The auditor also determined that Full Load incorrectly calculated the hours company drivers worked when converting hours into decimals. The auditor provided an example: A driver who worked 80 hours and 30 minutes in a pay period would be paid 80.30 hours instead of 80.50 hours. The calculation errors resulted in drivers being underpaid \$958.83 in the pay periods covering May and December 2023 and April and August 2024.
16. Additionally, for certain pay periods in the Audit Period (November 2020, March and September 2021 and January and July 2022), Full Load paid its drivers monthly but issued each driver an advance payment of \$2,000.00 on the 15 of each month and a wage statement and cheque at the end of the month for the balance of the wages owed. Full Load began paying its company drivers bi-weekly starting in January 2023.
17. On June 23, 2025, the auditor prepared an audit report along with an excel spreadsheet of the auditor's calculations for each month of the Audit Period ("Audit Report") that concluded the following:
- Full Load failed to provide all the payroll information as requested by the initial deadline.
 - One company driver was not paid the Higher Hourly Rate for work performed in March 2021

³ There was a discrepancy between the audit report and the attached worksheets, and I confirmed with the auditor that the worksheet amount was the correct amount determined owing and this is the dollar amount used.

- and is owed \$289.51
- Payroll Records in November 2020, March and September 2021, January and May 2022 combined the hourly rates for regulated container trucking services with trip rates paid to drivers for non-regulated trucking services.
 - A total of \$3,845.25 is owing to approximately 25 company drivers for work performed during the Audit Period (\$112.20 for incorrect payment for regulated container trucking services when converting long haul trip rates to hourly rates; \$2,774.23 for discrepancies between the timesheets and the hours reported on the wage statement; and \$958.83 for improperly calculating the conversion of hours to decimals).
 - Prior to January 2023, Full Load paid its company drivers monthly, supplemented with a \$2,000 mid-month advance in breach of section 24(1) of the *Regulation*.
 - Full Load's failure to provide payroll documents as requested, along with its poor record keeping, delayed the audit process.
18. A copy of the Audit Report was provided to Full Load on July 30, 2025 with a deadline to provide a submission no later than August 29, 2025. Full Load provided a submission by the deadline.

Licensee Response

19. Full Load denies that any of the company drivers were paid less than the regulated rates during the Audit Period. It disputes the auditor's assessment that one company driver was entitled to be paid the Higher Hourly Rate in March 2021. Full Load explains that the company driver came to Canada in February 2020 but was hired on November 27, 2020. Full Load provided a copy of the company driver's job application dated November 26, 2020 indicating no previous experience and a copy of his driver's license issued on November 20, 2020. It states that the driver did not work more than 2,340 hours by March 31, 2021 and therefore was correctly paid the Lower Hourly Rate.
20. Full Load states that it has consistently issued its company drivers a monthly wage statement and made advance payments of \$2,000 and final payments of the outstanding balance and the issue has not been identified as a breach in two previous audits. Full Load submitted correspondence from its accountant explaining that the advance paid to company drivers "on the 15th actually equates to a higher amount than they would be owed by that date." Full Load states that since January 2023 it has been paying its employees on a semi-monthly basis.
21. Full Load acknowledges that the combination and conversion of the long-haul trip rates to hours complicated the auditing process but explains that this was done for simplicity and not to manipulate the pay. Full Load states that it has included the driver's hours of pay on wage statements since January 2023 and has taken steps in response to the Audit Report to provide a separate breakdown of the regulated container trucking services hours and the long-haul work.
22. Full Load acknowledges that its payroll system incorrectly calculated the hours a company driver worked when converting decimals. Full Load states that it has corrected the calculation error and attaches a copy of July 15, 2025 wage statements as evidence of same.
23. Full Load states that it has been cooperative with the auditor and provided the requested documents upon request and denies it missed a deadline.

24. Full Load asked that the Commissioner consider each of its arguments prior to issuing a decision.

Decision

25. While Full Load asserts that it has paid its company drivers in accordance with the Rate Order during the Audit Period, other than submitting evidence regarding the one company driver paid the Lower Hourly Rate in March 2021, it does not directly challenge the auditor's assessment or calculations related to underpayment of wages to other drivers as described in paragraphs 12-14 above and addressed below.
26. I accept that the company driver paid the Lower Hourly Rate in March 2021 was first employed by Full Load on November 26, 2020 and therefore not likely to have reached 2,340 hours after only four months of employment. Therefore, I find that the driver was paid in accordance with section 22 and 23 of the *Act* in March 2021.
27. As mentioned, however, Full Load provides no evidence or argument that the auditor's assessment that the discrepancies between the drivers' timesheets and the hours reported on their wage statements resulted in an underpayment of \$2,886.43 (\$112.20 and \$2,774.23). Therefore, I find that the drivers were not paid in accordance with section 22 and 23 of the *Act* in September 2021, May and December 2023 and April and August 2024 of the Audit Period.
28. Full Load does not dispute that it incorrectly converted decimals or the calculations in the Audit Report. I accept the auditor's calculations that the drivers are owed a total of \$958.83 as a result of the errors. Therefore, I find that the drivers in question were not paid in accordance with section 22 and 23 of the *Act* in May and December 2023 and April and August 2024.
29. Regarding Full Load's argument that it was not in breach of section 24(1) of the *Regulation* because it paid each company driver an advance in excess of the amount owed in that period and the balance owing within a month, the payroll records indicate something different. By way of example, company driver "C.A." was issued one wage statement dated September 30, 2021 for September 1 to 30, 2021. According to C.A.'s corresponding timesheets, he worked 118 hours performing regulated container trucking services between September 1-15, 2021 for a gross amount owing of \$3,245.00. He performed 148.5 hours of regulated container trucking services between September 16 to 30, 2021 for a gross amount owing of \$4,083.75. His total net pay according to the September 30 wage statement was \$5,374.65. Full Load issued him a \$2,000 cheque on October 1, 2021 – identified as "Sep advance" -- and a \$3,374.65 cheque on October 15, 2021 -- identified as "Sep Payroll." The \$2,000.00 "advance" was less than the amount owed to C.A. by September 15, 2021. Moreover, it was issued 15 days into October. Company drivers were clearly not paid for all the work they performed on at least a semi-monthly basis or within 8 days of a pay period in accordance with section 24(1) of the *Regulation* in November 2020, March and September 2021, January and May 2022 of the Audit Period.
30. While I agree that Full Load issued wage statements and pay cheques to each company driver on a semi-monthly basis starting in January 2023, my review of the payroll records show that the company drivers were not paid with 8 days of the end of the pay period in May and December 2023 and April and August 2024. As an example, A.C. was issued a wage statement on December 15, 2023 for the pay period of December 1 to 15, 2023 and on December 31, 2023 for

the pay period of December 16 to 31, 2023. However, he was issued a cheque for \$1,710.44 on December 30, 2023 for the December 1 to 15 pay period and another for \$1,687.57 on January 15, 2024 for December 15 to 31, 2023. Both were issued more than 8 days after the end of the pay period. While Full Load is correct that it has paid its company drivers on a semi-monthly basis since January 2023, it failed to pay its company drivers within 8 days of the end of a pay period in breach of section 24(1) of the *Regulation* in May and December 2023 and April and August 2024 of the Audit Period

31. Finally, I note that Full Load provided a copy of its July 15, 2025 wage statements as evidence of compliance with Appendix D of the CTS license. However, the wage statements do not identify the hourly rate or the overtime rate as required pursuant to section B(1)(f)(i) (c) and (d) of the CTS license.
32. The seriousness of the available penalties indicates the potential gravity of non-compliance with the Act. The Act is beneficial legislation intended to ensure that licensees pay their employees and IOs in compliance with the established rates. Licensees must comply with the legislation, as well as the terms and conditions of their license, and the Commissioner is tasked under the Act with investigating and enforcing compliance.
33. In keeping with the above-described purpose of the legislation the factors which will be considered when assessing the appropriate administrative penalty include the following as set out in Smart Choice Transportation Ltd. (OBCCTC Decision No. 21/2016):
 - The seriousness of the respondent's conduct;
 - The harm suffered by drivers as a result of the respondent's conduct;
 - The damage done to the integrity of Container Trucking Industry;
 - The extent to which the licensee was enriched;
 - Factors that mitigate the respondent's conduct;
 - The respondent's past conduct;
 - The need to demonstrate the consequences of inappropriate conduct to those who enjoy the benefits of having a CTS licence;
 - The need to deter licensees from engaging in inappropriate conduct, and
 - Orders made by the Commission in similar circumstances in the past.
34. The importance of proper record keeping has been canvassed extensively in previous decisions but is best summarized in HAP Enterprises Ltd. (CTC Decision No. 17/2016) at paragraph 22:

The requirement to keep complete, accurate and up-to-date records is a fundamentally important obligation flowing from the legislation and the Container Trucking Services Licence (the "licence"). The maintenance of complete, accurate and up-to-date records by licensees is absolutely essential to the OBCCTC's fulfillment of its rate compliance mandate and its ability to properly perform audits in a timely and fulsome way. Failure to keep proper records...will not be tolerated, and will be regarded as a serious violation of licensees' obligations under the legislation and their licence.

35. Full Load was specifically told about the importance of proper record keeping in the 2020 Decision. At paragraph 46, the former Commissioner summarized his finding that “Full Load does not keep proper records and does not provide detailed pay information to its drivers. This has resulted in drivers’ confusion about their pay and driver complaints and has impeded the ability of the OBCCTC to determine compliance.” At paragraphs 50 and 51 of the 2020 Decision, the former Commissioner described the consequences of improper record keeping and encouraged Full Load to “review and amend its pay statements to reduce driver confusion about their pay structure.” I find that this an appropriate case to escalate the penalty as the previous penalty was not a sufficient deterrent.
36. Full Load failed to adjust its record keeping practices after the 2020 Decision and failed to assist the auditor in a timely way. While the sum of \$3,845.26 owed to 25 drivers over the Audit Period is relatively small, the total amount owing is not yet known and many of the errors appear to be symptomatic of an underlying problem with the way Full Load calculates company driver wages and are likely to have been repeated in other months in the Audit Scope.
37. I also found that Full Load failed to pay its drivers in accordance with section 24(1) of the *Regulation* when it failed to pay its drivers on a semi-monthly basis and within 8 days of the end of a pay period. I am not persuaded that the OBCCTC condoned Full Load’s failure to comply when it did not address the issue in the 2020 Decision. I am not aware of the documents that were before the Commissioner at the time, but several decisions before and after the 2020 Decision have required licensees to comply with section 24(1) of the *Regulation*, including by issuing an order to comply with the requirement.⁴ The fact remains that Full Load is responsible for complying with the terms of its license and the *Act* and *Regulation* and it did not comply with section 24(1) of the *Regulation* in this case.
38. Finally, I am not persuaded by Full Load’s mere assertion that it adhered to each request for documents by the deadline as it provided no evidence that all the cancelled cheques and job applications of the company drivers paid the Lower Hourly Rate were provided to the auditor by the initial deadline of November 19, 2024 and the auditor reports otherwise.
39. I have decided that an administrative penalty of \$10,000 is appropriate. This is an escalating penalty. In assessing the appropriate penalty, I am mindful of the seriousness of the non-compliance and that Full Load has committed similar contraventions and had an administrative penalty imposed as a result of its insufficient payroll and underpayment of drivers. Despite the general warning to improve its record keeping and the administrative penalty, the failure to change the licensee’s behaviour demonstrates the need for specific deterrence in the form of an increased

⁴ See, for example: Gantry Trucking Ltd. and TSD Holding Inc. (CTC Decision No. 14/2017) – Commissioner’s Decision; Future Trucking Ltd. (CTC Decision No. 23/2017) – Commissioner’s Decision; A-Can Transport Ltd. and MDW Express Transport Ltd. (CTC Decision No. 07/2019) – Commissioner’s Decision; West Coast Freight Ltd. (CTC Decision No. 15/2023) – Commissioner’s Decision; and Pro West Trucking Ltd. (CTC Decision No. 14/2024) – Commissioner’s Decision.

penalty. This penalty also serves as a more general deterrent purpose by discouraging licensees from engaging in non-compliant behaviour and thereby protecting the drivers.

40. In the result, and in accordance with section 9 and 34(2) of the *Act*, I hereby give notice of and order the following:
- a. I propose to impose an escalating administrative fine against Full Load in the amount of \$10,000.00; and
 - b. Full Load must pay its drivers a total of \$3,845.25 as set out in the worksheet attached to the Audit Report; and
 - c. Full Load must bring its wage statements into compliance with Appendix D section B(1) of its CTS license.
 - d. Full Load must review its payroll records within the Audit Scope (except for those months in the Audit Period) and identify and correct any underpayments as a result the contraventions noted above.
41. Full Load has 45 days from receipt of this decision to pay its drivers the amount set out in paragraphs 40(b) and 90 days from the date of this decision to confirm it has done so to the OBCCTC.
42. Full Load has 90 days from receipt of this decision to comply with the order set out at paragraph 40(c) and (d) and 100 days to advise the OBCCTC of any and all adjustments.
43. Should it wish to do so, Full Load has 7 days from receipt of this notice to provide the Commissioner with a written response setting out why the proposed penalty set out in paragraph 40 (a) should not be imposed.
44. If Full Load provides a written response in accordance with the above, I will consider its response and I will provide notice to Full Load of my decision to either:
- a) Refrain from imposing any or all of the proposed penalties; or
 - b) Impose any or all of the proposed penalties.
45. This decision will be delivered to Full Load and will be published on the OBCCTC's website (www.obcctc.ca) after its response period has closed.

Dated at Vancouver, B.C., this 29th day of September 2025.



Glen MacInnes
Commissioner