



2026 CTS LICENCE Consultation Report



OFFICE OF THE
BRITISH COLUMBIA CONTAINER
TRUCKING COMMISSIONER

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Executive Summary

On January 15, 2026, the Office of the BC Container Trucking Commissioner (“OBCCTC”) proposed changes to the Container Trucking Services (“CTS”) licence to bring further stability to the Lower Mainland drayage sector. Changes adopted will be effective December 1, 2026. The OBCCTC sought feedback from stakeholders through written submissions with a deadline of February 9, 2026. The submissions received by the OBCCTC were published on its website on February 12, 2026 and stakeholders were invited to provide feedback on the additional changes proposed by stakeholders.

The information received through the consultation process has helped shape the amendments to the CTS licence and is shared in this Consultation Report.

The changes proposed by the OBCCTC were generally understood and supported by stakeholders. Any concerns or opposition to certain proposals have been highlighted in this Consultation Report. The OBCCTC’s proposed changes were to extend the term of the licence, extend the digital trail to payroll records provided to drivers and to address a variety of housekeeping items. Some of the new proposals from stakeholders already exist in the legislation and/or licence or are more appropriately addressed in other processes. I have identified as much in this Consultation Report.

2026 CTS Licence Changes

Licence Term

Adopted:

Three-year licence term.

Stakeholders generally welcomed the security of a longer licence term. One submission suggested that the proposed three-year term should be longer to align with the Vancouver Fraser Port Authority's ("VFPA") Access Agreement term since having an Access Agreement is a requirement of the licence and cancellation of one results in the cancellation of the other.

Some stakeholders representing drivers argued that a longer term brings "stability" only for licensees and that changes to the CTS licence and Truck Tag Policy to protect drivers should be considered.

I am not persuaded that alignment with the VFPA's Access Agreement (currently a 5-year term) is appropriate given the different purposes of the CTS licence and the Access Agreement. The Access Agreement sets out terms and conditions established exclusively by the VFPA while licensees conduct business on VFPA property. The CTS licence sets requirements around container trucking services more broadly, including that the licensee pays its truckers the regulated rates and adheres to other requirements that prevent rate undercutting in the Lower Mainland.

The three-year term is the longest term that has been granted to date, and I am not prepared to extend it further because I am genuinely concerned that some of the previous practices that have plagued this industry have not been totally eliminated. I understand the drivers' concern that longer term licences may perpetuate poor compliance by licensees if licensees are not incentivized to comply by the prospect of having to qualify for a new licence. Three years seems an appropriate middle-ground between what some licensees are asking for and these driver concerns. In terms of the driver concerns, I also note that the Commissioner has the ability - and has used that ability - to suspend and cancel licences for non-compliance during the term of the licence. Additionally, new terms around driver protection can be added during the term of the licence. Where such changes are identified as being necessary, they will be considered on their own merits and separately from the question of the CTS licence term.

Based on the above, the 2026 CTS licence will be a three-year term.

Electronically Transmitted Wage Statements and Electronic Funds Transfer

Adopted:

Requirement for Licensees and Independent Operators who employ Indirectly Employed Operators, to issue their Truckers an electronically transmitted wage statement on each payday and pay their Truckers via electronic funds transfers.

Requirement that Licensees and Independent Operators who employ Indirectly Employed Operators, have a CRA payroll deduction and WorkSafe BC account to confirm they are the employer.

There was general support for the concept of extending the digital trail to records provided to drivers.

One stakeholder wanted greater transparency on the calculation of wait time payments to I/Os.

One stakeholder, supported by another submission, raised concerns with these proposals, including:

- The term “EFT” was vague and may not include “e-transfer”;
- Additional costs for licensees;
- Unnecessary adjustments to payroll practices;
- Lack of consideration for drivers who wish to receive cheques or paper statements;
- Unclear which groups must provide CRA deduction and WorkSafe BC numbers;
- Legality of making EFT mandatory.

The wait time payment records are produced by the VFPA - not the licensees - and it would be better to address those concerns directly with the VFPA.

The specific concerns about the implementation of the proposals in the bullets above do not weigh against adopting the proposals for the following reasons:

- The term “EFT” is defined in the CTS licence so I am unclear why “e-transfer” of funds (however defined) cannot be assessed against that specific definition.
- I was provided no information about the additional costs to licensees, and I suspect any additional costs will be offset by the savings associated with no longer issuing paper cheques.
- Concerns around adjusting payroll practices are answered by the fact that there is sufficient time between now and December 1, 2026 to make any adjustments.
- While I appreciate there may be some drivers who prefer to receive paper statements and cheques, I was provided no reason electronic wage statements and EFT were not

appropriate. Allowing paper cheques and wage statements would allow the poor practices associated with them to continue.

- The CRA deduction and WorkSafe BC account numbers must be provided by licensees who hire or retain truckers and by Independent Operators who hire Indirectly Employed Operators.
- Section 18 of the *Container Trucking Act* permits the Commissioner to set the necessary terms of a licence and the rationale for these proposals were extensively canvassed in the January 15, 2026 report and not generally challenged by any of the submissions.

Based on the general support for these changes and for the reasons set out above, the proposals will be introduced as proposed.

Housekeeping

Adopted:

1. The information the licensee is required to record, maintain and make available has been clarified under Appendix D to Schedule 1.
2. The compensation and reporting requirements in Appendix E to Schedule 1 have been clarified.
3. The following definitions have been added: “Electronic Funds Transfer”; “Electronically Transferred”; “Payroll Records”; “Rate Order”; and “Wage Statement.”
4. Sponsorship Agreement requirements have been clarified.
5. Licensees who hire or retain truckers and Independent Operators who hire Indirectly Employed Operators must report CRA deduction numbers and WorkSafe BC numbers to demonstrate they are the employer.
6. I/O record-keeping requirements consistent with licensee requirements have been added.
7. Grammatical and typographical errors have been corrected.
8. Consequential renumbering.

While none of the submissions raised specific concerns about the housekeeping changes, one stakeholder asked for clarification of the “practical impacts of the new definitions on current operations, including retroactive implementation.” While the proposal introduced 5 new defined terms, for the most part they just clarify existing terms in the CTS licence. New defined terms will apply beginning December 1, 2026.

As there were no specific objections to any of the proposed housekeeping changes, they are adopted.

Stakeholder Proposals

Conditions of Employment and Termination of Drivers

Understandably, company drivers, I/Os and some of their organizations seek further protection. One stakeholder argues that the prohibited practice under section 1(j) of Appendix A only restricts licensees from “threatening, harassing, coercing or attempting to influence a Trucker” as it related to compensation, but does not protect drivers from harassment and exploitation related to non-monetary issues, with the result that drivers are often forced to navigate other regulatory agencies without the assistance of legal counsel or knowledge of the process. The stakeholder asserts that not addressing these harassment and intimidation issues has a chilling effect on the willingness of drivers to bring forward issues. Additionally, the absence of a “company list” similar to the I/O List ultimately allows licensees to “blacklist” drivers who complain.

One employer association opposes any expansion of protections proposed by the driver organizations on the basis that “companies should always be able to hire driver who are the best fit”; the employer association says that the driver proposals “feel like an attempt to extend the OBCCTC beyond a regulatory body and into the role of bargaining agent for drivers.”

One driver association argues that the sponsorship agreement between I/Os and licensees should be “grounded in actual operational requirements [which] strengthens the regulated system by balancing workforce capacity with market realities.”

Another I/O opposes any additional changes beyond those proposed by the Commissioner and feels that the proposals by one driver organization are not compatible or consistent with the reality facing many I/Os who are unable to work.

Another stakeholder argues that licensees are introducing policies to require drivers to absorb additional costs. One example they raise is a licensee’s a minimum truck age policy which they feel “shifts capital and financial risk onto Independent Operators by compelling the purchase of newer vehicles...”. This stakeholder proposes the following addition to Appendix A of the licence:

A licensee must not impose or enforce truck-age requirements, or use age-based vehicle policies, to deny work, suspend, or terminate an Independent Operator who is operating an Approved Vehicle in compliance with the Container Trucking Act and Regulations.

In terms of the Commissioner's ability to respond to discrimination or harassment outside of compensation, drivers sometimes say they are "discriminated" against in the assignment of shifts, work, trucks, etc., because of a protected ground (e.g. their place of origin, family, etc.). The Commissioner does not have jurisdiction to decide issues arising under the *Canadian Charter of Rights and Freedoms* or apply the *Human Rights Code* in cases of discrimination based on a protected ground. Additionally, terminations outside of section 28 of the *Act* are normally adjudicated through collective agreements, the Employment Standards Branch, the Labour Relations Board or the courts, who are staffed and have the jurisdiction to address those matters.

While I appreciate that licensees may want to hire drivers who are "the best fit," the concern that permeates the drivers' submissions is that drivers who assert their rights under the *Act* or other protective legislation will not be considered "the best fit" and those drivers seek protection from bad faith policies and practices. Generally, I agree that any proposal that provides the necessary protection to ensure drivers come forward with complaints should be given consideration. However, there is already substantial protection under section 28 of the *Act* as it is interpreted broadly. Where breaches of section 28 have occurred, penalties, including licence cancellation, have been imposed and the OBCCTC then works to move displaced drivers to other licensees.

Turning to the proposed language to address the licensee-initiated "truck age policy," I note that the OBCCTC does not have a minimum truck age policy and only requires trucks to comply with Appendix B of the CTS licence. Additionally, there is no minimum truck age requirement for I/Os to remain on the I/O List.

The question is whether the Commissioner has the jurisdiction to prevent a licensee from introducing a term or condition relevant to its retention of an I/O (here, a minimum model year truck).

Historically, licensees have required I/Os to comply with certain truck requirements, including for example having certain colour schemes and displaying certain logos. If an I/O refused to comply with such requests, they were not - or were no longer - sponsored by the licensee. However, the I/O remained on the I/O List and was available to work for another licensee and was therefore not likely to be out of work for long.

A licensee who institutes a truck age requirement in response to a complaint or an investigation that affects an I/O's ability to work would likely be in breach of section 28 of the *Act*. However, the proposed prohibition extends beyond I/O compensation, beyond ensuring that an I/O has an opportunity to work in the regulated sector and beyond protection from policies made in bad faith. Section 18 of the *Act* does not allow the Commissioner to introduce terms and conditions into the licence that guarantees a specific I/O work with a certain licensee no more than the Commissioner can guarantee a customer to a

certain licensee. As set out above, terminations outside of section 28 of the *Act* are generally adjudicated through collective agreements, the Employment Standards Branch, the Labour Relations Board or the courts. An I/O who has been terminated for failure to comply with a newly imposed term or condition of employment may have a claim under the *Employment Standards Act* or before the courts or through their union.

There may be legitimate business reasons why a licensee may require certain types of trucks - including newer trucks. However, I understand that the sponsored I/Os may not wish to absorb the additional costs to continue working with that licensee but has the ability to work for another licensee who does not have such a requirement.

I will say that a dismissal due to “lack of work” is of particular interest to the OBCCTC because it usually means the licensee has a surplus of truck tags. Recently, information concerning dismissal for lack of work has resulted in an investigation and has resulted in the truck tag being removed and drivers moved to other licensees.

I know how inflammatory the truck age issue has become for I/Os and I understand the desire to protect I/Os from truck age policies introduced in bad faith. While the *Act* provides protection to drivers against truck age policies in certain circumstances, in all other circumstances, the jurisdiction lies elsewhere and not with the Commissioner. However, I will emphasize again that the OBCCTC does not have a minimum truck age policy or requirement.

Other Issues

Some of the topics raised in the submissions are not relevant to the CTS licence, but I have briefly mentioned them here so that stakeholders understand why they were not addressed at this stage:

Company and I/O List

An association for long-haul drivers argued for the expansion of the I/O List to allow more of their drivers to have access to the port and another association representing some of the I/Os currently on the I/O List argued for a more restricted I/O List. While the sponsorship agreement requires a licensee to retain I/Os from the I/O List, the process of being added or removed from the I/O List is addressed in the OBCCTC’s Truck Tag Management Policy (“Tag Policy”). Accordingly, it would be more appropriate for these types of submissions to be addressed when there is review of the Tag Policy.

Similarly, an association of company drivers argued for the creation of a company list while an association of licensees argued against the creation of such list. Any discussion about the creation of a “Company List” is more appropriately addressed when changes to the Tag Policy are considered.

CTS Application Process

Stakeholders expressed views around the application process for the CTS licence, including criticism of the allocation of types of truck tags and concerns about the process for dealing with any displaced drivers. Such concerns have and should be raised at the Industry Advisory Committee (“IAC”) meetings. Copies of the IAC meeting minutes are published on our website.

CTS Licence Changes as adopted

The changes adopted to the 2026 CTS licence are set out below.

I wish to thank all the stakeholders for taking time to provide a submission.

Sincerely,

OFFICE OF THE BC CONTAINER TRUCKING COMMISSIONER

A handwritten signature in blue ink, appearing to read "Glen MacInnes". The signature is fluid and cursive, with the first name "Glen" and last name "MacInnes" clearly distinguishable.

Glen MacInnes
BC Container Trucking Commissioner



**CONTAINER TRUCKING
SERVICES LICENCE**

CONTAINER TRUCKING SERVICES LICENCE

ISSUED BY:

British Columbia Container Trucking Commissioner

(“Commissioner”)

TO:

(“Licensee”)

Date of issuance: _____, 2026

Under authority of: the *Container Trucking Act*, SBC 2014, chapter 28 and the *Container Trucking Regulation* BC Reg 248/2014, as amended (the “Act” and the “Regulation” respectively).

This Licence is comprised of the cover page, the definitions, the Licence terms and signature page, and the Schedules:

- Schedule 1: Conditions of Licence (Appendices A to E)
- Schedule 2: Sponsorship Agreement (Appendices A-C)
- Schedule 3: Licensee Consent
- Schedule 4: Sponsored Independent Operator Consent Form
- Schedule 5: Related Persons
- Schedule 6: Terms and Conditions of Truckers Employment and Retainer
- Schedule 7: Statutory Declaration

1. DEFINITIONS

Unless defined below, the capitalized terms used in this Licence have the meanings set out in the Act and Regulation.

“**Access Agreement**” means the contract between Vancouver Fraser Port Authority and the Licensee, pursuant to which the Vancouver Fraser Port Authority grants the Licensee access to Marine Terminals upon certain commercial terms and conditions;

“**Approved Vehicle**” means a vehicle that is designed to be self-propelled,

(a) to which a trailer, within the meaning of the *Motor Vehicle Act*, RSBC 1996, chapter 318 as amended, that is designed, used or intended for the carriage of containers, is or may be attached, and

(b) by which a trailer described in (a) is or may be drawn;

and that meets all of the requirements of this Licence, including, without limitation, that such vehicle has, prior to entering the Marine Terminal, been properly and duly approved for use by the Vancouver Fraser Port Authority pursuant to the Access Agreement, and, if required, by the Commissioner;

“**Business Costs**” means the costs of operating a business for which a Licensee is responsible and includes, but it is not limited to, chassis rental, wear and tear on tires, cargo insurance, Smart Phone costs, bridge or road tolls, loading fees, Access Agreement charges, fees related to the Terminal Gate Compliance Initiative, GPS-related expenses, (unless the Sponsored Independent Operator has unreasonably failed to cooperate in the return of the GPS unit to the Vancouver Fraser Port Authority or to the Licensee);

“**Compensation**” means remuneration, wait time remuneration, fuel surcharge and Position Movement Rate any other rate or method of compensation for work contemplated by the Container Trucking Legislation;

“**Conditions of Licence**” means the conditions set out in the CTS licence including section 6 and Schedule 1’s Appendices A to E;

“**Container Trucking Legislation**” means the *Container Trucking Act* SBC 2014, chapter 28, as amended, the *Container Trucking Regulation* BC Reg 248/2014, Orders, Rate Orders and the Rules of Practice and Procedure made thereunder;

“**Container Trucking Contract**” means an agreement, arrangement or understanding by which a Licensee is required to complete regulated Container Trucking Services by transport of one or more Containers to or partially to a final point of delivery in accordance with the terms of the agreement, arrangement or understanding;

“**Directing Mind**” means the individual who controls the actions of the container trucking services business or company.

“Electronic Funds Transfer” means transactions that move money electronically between different financial institutions or bank accounts.

“Electronically Transmitted” means data, information or documents sent from one place to another using electronic means such as email, computer networks, or other digital communication systems, rather than by physical mail or personal delivery.

“Equipment” means tractors, road transportation equipment, chassis, trailers and trucks, and includes Approved Vehicles;

“Law” means any statute, regulation, bylaw, rule, regulation, and order of any government or municipality;

“Licence Applicant” the business or corporation applying for a License.

“Licensee” means an applicant to whom a Licence has been granted;

“OBCCTC” means the Office of the British Columbia Container Trucking Commissioner;

“Off Dock” means Off Dock Trip

“On Dock” means On Dock Trip

“Order” means an order made by the Commissioner under the Container Trucking Legislation;

“Payroll Records” means the Required Information

“Port Pass” means a hard copy pass issued on terms set out in the Transport Canada marine security regulations, verifying that the holder has a *bona fide* requirement to access the Marine Terminal area;

“Rate Order” means an Order made by the Commissioner in accordance with section 22(3) and 22(4) of the Act.

“Related Person” means, in relation to the Licensee, any person with the same directing mind as the Licensee, and includes:

- (a) a person controlled directly or indirectly by the Licensee or any entity comprising the Licensee;
- (b) a person that directly or indirectly controls the Licensee or any entity comprising the Licensee;
- (c) a person that is directly or indirectly controlled by another person that:

- (i) directly or indirectly controls the Licensee or any entity comprising the Licensee; or
 - (ii) the Licensee or any entity comprising the Licensee directly or indirectly controls; or
- (d) a person from whom the Licensee or any entity comprising the Licensee directly or indirectly acquired all or part of the Licensee’s container trucking business;

“**Required Information**” means the information described in Appendix D of Schedule 1 of the CTS license and/or Appendix 2 of the Sponsorship Agreement;

“**Security**” means the instrument described in section 5 of the CTS Licence and as attached as Appendix C to Schedule 1;

“**Sponsorship Agreement**” means a sponsorship agreement in the form attached as Schedule 2;

“**Sponsored Independent Operator**” means Independent Operators sponsored by the Licensee pursuant to the Sponsorship Agreement;

“**Subcontract for Container Trucking Services**” means an agreement, arrangement or understanding by which a Related Person or other party undertakes to transport any or all Containers to which a particular Container Trucking Contract applies whether or not such transport results in delivery of those Containers to a final point of delivery specified in the Container Trucking Contract;

“**Truck Tag**” means an OBCCTC decal affixed to a truck issued pursuant to this Licence;

“**Term**” means the period of time described in section 3.1;

“**Wage Statement**” means a document provided by the Licensee to a Trucker on each payday, detailing their Compensation and deductions for a specific pay period.

2. GRANT

2.1 The Commissioner grants to the Licensee a Licence to carry out Container Trucking Services as defined and prescribed pursuant to and by the Container Trucking Legislation in accordance with this Licence.

3. TERM

3.1 The Term of this Licence is from the date it is issued to **November 30, 2029**.

3.2 This Licence is renewable at the discretion of the Commissioner, for an additional term or terms, as decided by the Commissioner.

4. FEES

- 4.1 The Commissioner acknowledges that the Licensee has agreed to pay a licence fee for the Term.

5. SECURITY

- 5.1 The Licensee shall provide the Commissioner with Security in the form of a compliance bond or an irrevocable letter of credit or in another form acceptable to the Commissioner, at least ten (10) business days prior to the commencement of the Term and in a form and content satisfactory to the Commissioner and in accordance with the requirements of the Container Trucking Legislation and in favour of the Commissioner and His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Transportation and Transit, in the amount of _____ **DOLLARS (\$_____)**. The Commissioner reserves the right to increase the required Security, in accordance with the Container Trucking Legislation, in the event the Licensee's number of Truck Tags under this Licence increases.
- 5.2 The Commissioner shall not be obliged to realize against any or all of the Security to secure payment of amounts owing by the Licensee or in respect of any claims it may have against the Licensee before terminating this Licence.
- 5.3 No exercise of its rights under this clause shall disentitle the Commissioner from claiming for damages resulting from any breach of this Licence or any negligent act or omission by the Licensee, nor limit the quantum of any such claim.
- 5.4 If the entire Security, or any portion thereof, is realized by the Commissioner as aforesaid, then the Licensee shall, upon written demand of the Commissioner, re-establish the Security in an amount as directed by the Commissioner within five (5) business days after receipt of such demand. The Licensee shall maintain the full amount of the Security in force and effect until the expiry or termination of the Licence. Failure to meet this requirement constitutes a default under this Licence.
- 5.5 If the issuer of the Security notifies either the Commissioner or the Licensee that the Security is invalid or will be cancelled or invalidated for any reason, the Licensee shall obtain and deliver to the Commissioner forthwith upon receipt of such notification, valid replacement Security effective from the date of invalidation of the Security, which replacement Security shall contain the same terms and conditions as the cancelled or terminated Security.
- 5.6 The delivery of valid replacement Security by the Licensee under section 5.5 is in addition to, and does not preclude, the exercise by the Commissioner of any right, power or remedy available to the Commissioner under the Licence, or pursuant to Law, in connection with the realization of the Security.
- 5.7 Despite any term of this Licence, the format, terms and conditions, execution and identification of the Licensee on the Security, as applicable, may be modified as required

by the Licensee and to the satisfaction of the Licensee and the Commissioner, only to the extent necessary to reflect the structure or identity of the Licensee.

- 5.8 The Licensee agrees that the Commissioner may release to the issuer of the Security any information the Commissioner obtains in relation to the Commissioner's final determination in section 5.2 and section 5.4.

6. CONDITIONS OF LICENCE

Responsibilities of Licensee

- 6.1 This Licence is issued subject to all Conditions of Licence. The Licensee must comply with all Conditions of the Licence throughout the Term.
- 6.2 The Licensee must not enter into an agreement, arrangement or understanding to perform On-Dock or Off Dock Container Trucking Services with any party who is not a Licensee and who performs Off-Dock Container Trucking Services in the Lower Mainland.
- 6.3 The Licensee must not enter into any Subcontract for Container Trucking Services with any party who is not a Licensee.
- 6.4 The Licensee must register with the OBCCTC the Required Information set out in Part A of Appendix D to Schedule 1 and must maintain the currency of the Required Information set out in Part B Appendix D to Schedule 1.
- 6.5 Upon the expiration, termination, cancellation or surrender of the Licence, the former Licensee remains subject to the record-keeping obligations set out in the Licence and must retain and preserve all records set out in Appendix D to Schedule 1 for a period of four (4) years from the date of the expiration, termination, cancellation or surrender.
- 6.6 Upon the commencement of an audit or investigation, the Licensee must retain and preserve all records set out in Appendix D to Schedule 1 and may not dispose of any records until advised that it may do so by the OBCCTC.

Electronic Container Trucking Services Tracking

- 6.7 The Licensee must ensure that all trucks engaged in Container Trucking Services are equipped with an electronic device or technology that records the number of hours of Container Trucking Services and/or Container Trucking Services trips performed including the container numbers and the origin and destination location.
- 6.8 Upon the request of the Commissioner, the Licensee, at its expense, must ensure that all trucks owned or controlled by a Related Person and move Containers are equipped with an electronic device or technology that records the number of hours and trips performed.
- 6.9 The Licensee must retain, and make available to the OBCCTC upon request, all data generated by the electronic device in all trucks engaged in Container Trucking Services

for the Licensee for four (4) years after the date the data was created.

6.10 The Licensee must not withhold, alter, or tamper with the electronic devices or data.

Electronic Payroll and Wage Statements

6.11 The Licensee must ensure that Payroll Records and Wage Statements for all drivers performing Container Trucking Services are created and maintained electronically.

6.12 The Licensee must Electronically Transmit to each Trucker a Wage Statement.

6.13 The Licensee must remunerate Truckers only using Electronic Funds Transfer.

6.14 The Licensee must retain, and make available to the OBCCTC upon request, all Payroll Records and Wage Statements for all drivers engaged in Container Trucking Services for the Licensee for four years after the date the Payroll Record or Wage Statement was generated.

6.15 The Licensee must not withhold, alter, or tamper with the electronic Payroll Records or Wage Statements.

Access to Marine Terminals

6.16 The Licensee must be eligible to enter the Marine Terminals for the purposes of carrying out Container Trucking Services.

6.17 The Licensee must be party to a valid Access Agreement.

Truck Tags

6.18 The Licensee must carry out Container Trucking Services for On Dock Trips and Off-Dock Trips using only Truck Tags allocated by the Commissioner on the conditions imposed by the Commissioner.

6.19 The Licensee must assign a Truck Tag to each truck performing Container Trucking Services for On-Dock Trips and Off Dock Trips.

6.20 The Licensee acknowledges that the Commissioner may consider information provided by the Vancouver Fraser Port Authority under its performance review program in determining the number of Truck Tags that the Licensee is authorized to use pursuant to this Licence.

6.21 The Commissioner reserves to his or her entire discretion the determination of the number of Truck Tags allocated to the Licence and may reduce or increase the number of Truck Tags allocated to the Licence over the Term.

Other

6.22 The Licensee must comply with all applicable Laws, Orders, and safety and security requirements of the Commissioner.

- 6.23** The Licensee must comply with the terms of the Sponsorship Agreement attached as Schedule 2 of this Licence.
- 6.24** The Licensee must not engage the services of any Trucker for the carrying out of Container Trucking Services unless the Trucker is employed by the Licensee or is a Sponsored Independent Operator of the Licensee, in accordance with any requirements set by the Commissioner.
- 6.25** The Licensee must take all reasonable steps to ensure that every Trucker conducting Container Trucking Services on behalf of the Licensee complies with all of the Conditions of Licence.
- 6.26** The Licensee must ensure that every Independent Operator who conducts Container Trucking Services on behalf of the Licensee executes and delivers to the OBCCTC the consent form attached at Schedule 4.
- 6.27** The Licensee must not assign or transfer this Licence or Truck Tags.
- 6.28** The Licensee must not receive by assignment or transfer a Licence or Truck Tags.
- 6.29** Unless the Commissioner expressly consents, in advance, the Licence terminates on change of control of the Licensee, which occurs by the transfer by sale, assignment, transmission on death, mortgage, trust, or any of means of any shares, voting rights, or interest which results in either:
- (a) a change of beneficial ownership of one or more of the parties that comprise the Licensee; or
 - (b) a change of the identity of a person who is the Directing Mind of the Licensee.
- 6.30** The Licensee must provide the Commissioner with a Statutory Declaration from its Directing Mind in the form attached as Schedule 5. The Commissioner may exempt the Licensee from referring to sanctions assessed against, monies owed by, or activity engaged in by a Related Person, if it is unreasonable to require the Licensee to provide this information.
- 6.31** Any term, condition or provision of this Licence is found to be invalid, illegal or incapable of being enforced by a rule of law or public policy, all remaining terms, conditions and provisions shall be considered severable and shall remain in full force and effect.
- 6.32** Failure to disclose in the Licence Application or the misrepresentation therein of any and every fact which is material to the Licence Application or to the Licence shall render the Licence voidable by the Commissioner

7. CONTACT INFORMATION, REQUIRED INFORMATION LOCATIONS AND NOTICE

- 7.1** The Licensee must provide the Commissioner with at least one contact for all

communication under this Licence, which contact information is set out in section 7.3

- 7.2** The Licensee must provide the Commissioner with a street address of the place it mainly conducts its container trucking business in the Lower Mainland and advise in writing of any change of address within ten (10) business days prior to change.
- 7.3** The Licensee contact for all communication pertaining to this Licence between the Commissioner and the Licensee, on behalf of the Licensee will be printed in English as follows:

Name: _____
Position: _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____
Email: _____

- 7.4** The contact for all communications pertaining to this Licence to the Commissioner shall be through the office of the Commissioner.
- 7.5** Any correspondence to the Licence Contact shall be deemed received by the Commissioner if sent to any or all of the contact methods as set in the Rules and Procedures.
- 7.6** The physical locations in British Columbia where the Required Information is located and accessible to the Licensee and the Commissioner is as follows:

Street Address: _____
City: _____
Postal Code: _____
Contact Person: _____

8. AMENDMENT, ADDITIONAL CONDITIONS, SUSPENSION AND TERMINATION

- 8.1** Modification, addition of conditions, suspension and termination of this Licence are governed by the Container Trucking Legislation.

9. MISCELLANEOUS

- 9.1** The Schedules and Appendices form part of this Licence.

THE COMMISSIONER HAS ISSUED THIS LICENCE as of the date of issuance noted above.

The British Columbia Container Trucking
Commissioner (or delegate)

SCHEDULE 1
CONDITIONS OF LICENCE

See attached Appendices:

- Appendix A - Prohibited Practices
- Appendix B - Equipment and Safety
- Appendix C - Form of Security
- Appendix D - Required Information
- Appendix E - Payment of Compensation

APPENDIX A

Prohibited Practices

1. In addition to any other conditions set out in the *Act, Regulation*, or CTS Licence, a Licensee must not do or permit a Related Person to do any of the following:
 - (a) permit an Employee, Indirectly Employed Operator or Independent Operator to have an ownership interest or a leasehold interest in Equipment in which the Licensee has an ownership interest or leasehold interest;
 - (b) permit an Employee or Indirectly Employed Operator or Independent Operator to assume an interest in or obligation to the Licensee;
 - (c) require an Independent Operator to sell his or her Equipment to the Licensee;
 - (d) permit a Trucker to rent, purchase or lease a Licensee's Equipment.
 - (e) require an Independent Operator or Indirectly Employed Operator to become a Directly Employed Operator of the Licensee;
 - (f) require Directly Employed Operator to become an Independent Operator or Indirectly Employed Operator;
 - (g) remove, exchange, sell, purchase, alter or destroy a truck tag issued by the Commissioner.
 - (h) misrepresent, or require or allow a Trucker to misrepresent, the time worked, the distance travelled or monies paid to the Trucker;
 - (i) pay Truckers by a method of Compensation that is a hybrid of per trip and hourly;
 - (j) threaten, harass, coerce, or attempt to influence a Trucker in any way, either directly or indirectly, regarding a Trucker's right to retain his or her Compensation.
 - (k) issue Wage Statements or maintain Payroll Records that combine or consolidate hours and/or rates of pay for work that is captured by the Act and work that is not.

APPENDIX B

Equipment and Safety

1. A Licensee must ensure all of the following:
 - (a) that the Licensee conducts Container Trucking Services pursuant to this Licence using only Approved Vehicles;
 - (b) that all Approved Vehicles are maintained in good condition and repair;
 - (c) in addition to the above:
 - (i) that each Approved Vehicle is equipped, on the Vancouver Fraser Port Authority's request, with tracking and radio frequency equipment and other vehicle identification equipment approved by the Commissioner and at the sole cost of the Licensee; and
 - (ii) that the maintenance of the tracking or radio frequency equipment is to the standard of a prudent owner and the Licensee shall return that tracking and radio frequency equipment upon termination of the Licence or earlier request by the Commissioner and the Licensee shall comply with the Vancouver Fraser Port Authority's programs regarding equipment identification, tracking, monitoring, location and movement; and
 - (d) that all Approved Vehicles used by the Licensee for Container Trucking Services:
 - (i) display a Truck Tag on the Approved Vehicle to carry out Container Trucking Services for On-Dock Trips and Off Dock Trips.

2. The Licensee must:
 - (a) maintain a valid Canadian National Safety Code Certificate, and
 - (b) must advise the OBCCTC immediately if the Canadian National Safety Code Certificate is suspended or terminated, and if this occurs the Licensee must immediately cease the carrying out of Container Trucking Services.
 - (c) advise the OBCCTC of any damage to the truck tag or any replacement of an Approved Vehicle within five (5) business days.

APPENDIX C
Form of Security

IRREVOCABLE LETTER OF CREDIT

DATE OF ISSUE: [month, date, year]

LETTER OF CREDIT NUMBER: [Issuer to insert number]

AMOUNT: \$ [insert amount] CAD

RE: Container Trucking Licence effective [insert effective date] to [insert expiry date] issued to [Insert name of company/ licensee] by the Commissioner under the *Container Trucking Act* S.B.C. 2014, c. 28, and any extensions of same (the “Licence”).

At the request of [insert full legal name of Issuer’s customer/Licence holder]

we, [insert name of financial institution issuing ILOC, branch, address in BC for notices and demands] (*note to the issuer: issuer must be a Canadian Chartered bank or British Columbia Credit Union with a branch in the lower mainland of B.C.*) (the “Issuer”)

do hereby issue this Irrevocable Letter of Credit to guarantee payment on demand to HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND TRANSIT (the “Province”) and THE BRITISH COLUMBIA CONTAINER TRUCKING COMMISSIONER (the “Commissioner”) (collectively referred to as the “Beneficiaries”) on the following Terms and Conditions:

- 1) This Irrevocable Letter of Credit becomes effective immediately and, subject to paragraph 2 of this Irrevocable Letter of Credit, shall remain in effect and may be drawn upon for up to 1 year after the expiry or termination of the Licence.
- 2) This Irrevocable Letter of Credit shall be automatically renewed for successive and consecutive periods of 12 months from the current and each future expiry date of the Licence without further documentation, until either:
 - a) the Beneficiaries provide notice of release to the Issuer; or
 - b) the Issuer provides notice of non-renewal to the Beneficiaries.
- 3) Any notice of release or non-renewal to have effect shall be provided to the other party in writing by courier or registered mail at least 90 days prior to the next effective expiration date of the Licence.

- 4) Presentation of sight drafts or letters of demand for payment to be made against this Irrevocable Letter of Credit shall be at the discretion of the Beneficiaries without requirement of further documentation, notice or prejudice to the rights of any party.
- 5) We shall honour any demand(s) for payment signed by any one of the Beneficiaries, or representatives of the any one of the Beneficiaries, and delivered in person, by registered mail or by courier to the Issuer's branch office reference above without inquiring as to whether you have the right as between yourselves and our said customer to make such a demand and without recognizing any claim(s) of our said customer or any other party.
- 6) Payment(s) shall be made payable to the Minister of Finance and shall be in the amount(s) specified in the demand, and partial and multiple drawings are permitted but shall not in the aggregate exceed the amount of this Irrevocable Letter of Credit as set out above.
- 7) We covenant to hold the Beneficiaries, their employees, agents and representatives safe from any and all claims for costs or damages which may arise out of any act, error or omission related to the handling, storage or presentation of this irrevocable Letter of Credit.

Unless otherwise stated this credit is subject to the Uniform Customs and Practice for Documentary Credits Uniform Customs and Practice for Documentary Credits 2007 Revision, I.C.C. Publication Number 600.

Executed under Seal, this _____ day of _____, 20_____.

SEAL

Signature for the Issuer

Countersigned

COMPLIANCE BOND

Please have your insurance broker contact the Office of the BC Container Trucking Commissioner at registrar@bcctc.ca.

APPENDIX D

Required Information

A. INFORMATION THAT MUST BE REGISTERED WITH THE OBCCTC

1. The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for each Trucker (employee, sponsored Independent Operator and indirectly employed operator) who performs Container Trucking Services on behalf of the Licensee:
 - (a) the Trucker's name, date of birth, telephone number and residential address;
 - (b) the nature of the employment relationship between the Licensee and the Trucker: directly employed operator or employee; or Independent Operator; indirectly employed operator;
 - (c) the Trucker's Valid Port Pass number and date of expiry;
 - (d) the date the Trucker first performed Container Trucking Services for the Licensee; and
 - (e) the type of remuneration for the Trucker (whether hourly or per trip).

2. The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for every vehicle approved by the Commissioner and used to carry out, either directly or indirectly, Container Trucking Services on behalf of the Licensee:
 - (a) Title to the vehicle (vehicle ownership information);
 - (b) Vehicle Identification Number ("VIN");
 - (c) the license plate number of each vehicle allotted a Truck Tag under the Licensee's Licence;
 - (d) the name date of birth, telephone number and residential address for each Trucker driving that vehicle; and,
 - (e) The trucker's valid Port Pass number and date of expiry
 - (f) confirmation that there is an electronic Container Trucking Services tracking device or technology installed in the vehicle.

3. The Licensee must ensure that all of the information set out at 1 and 2 above is kept current and must report any changes to the OBCCTC within ten (10) business days of the change.

4. The Licensee must register with the OBCCTC in English and in the form the following information about the Licensee:
 - (a) The Directing Mind of the Licensee.
 - (b) a copy of the Business Summary of the Licensee (most recent currency date).

- (c) identification of each Approved Vehicle directly or indirectly controlled by the Licensee.
 - (d) CRA Payroll deduction number (15-character number);
 - (e) Worksafe BC account number.
5. The Licensee must register with the OBCCTC in English and in the form included in the application for licence the following information for each Related Person of the Licensee who performs in part or in full Container Trucking Services:
- (a) The Directing Mind for each Related Person(s)
 - (b) Shareholder Registry of Licensee
 - (c) a copy of the Business Corporate Summary of each Related Person
 - (d) identification of each Approved Vehicle directly or indirectly controlled by the Related Person.
 - (e) Canada Revenue Agency Payroll deduction number (15-character number) of each Related Person.
 - (f) Worksafe BC account number of each Related Person.

B. RECORDS THAT MUST BE MAINTAINED AND MADE AVAILABLE UPON REQUEST

1. The Licensee must keep complete, accurate and up-to-date records of the following information for four (4) years and must, upon request, provide the information to the Commissioner (or, where applicable, authorize the Commissioner to be provided with) information as follows regarding the Licensee, Related Persons, affiliates, and successor companies:
- (a) all authorizations in proper form as may be required by the Commissioner in connection with obtaining or accessing the information set out in 4(b)-(j) below;
 - (b) a copy of the Licensee's current National Safety Council ("NSC") Safety Certificate;
 - (c) the Licensee's Carrier Profile as filed with the Ministry of Transportation and Transit;
 - (d) the NSC and ICBC abstracts for the Licensee and all Truckers accessing the Marine Terminal and, if the Commissioner has, in its sole opinion, grounds of apprehension regarding the safety status, history and/or operating practices of the Licensee or its Truckers, the relevant NSC BC ID and access code. Provision of the access code shall be deemed to be authorization by the Licensee and/or the holder of the NSC for the Commissioner to access and review the information stored within the NSC system;
 - (e) corporate and company records of the Licensee and its Related Persons, affiliates and successor companies;
 - (f) Wage Statements Payroll Records of the Licensee and its Related Persons,

affiliates and successor companies, and the following additional information of the Licensee and Related Persons:

- i. Wage Statements provided to the Trucker on each payday that includes the following information:
 - (a) the Licensee's name and address;
 - (b) the hours worked by the Trucker;
 - (c) the Trucker's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
 - (d) the Trucker's overtime wage rate;
 - (e) the hours worked by the Trucker at the overtime wage rate;
 - (f) any Compensation, allowance or other payment the Trucker is entitled to including fuel surcharge, position movement rate and wait time remuneration;
 - (g) the amount of each deduction from the Trucker's Compensation and the purpose of each deduction;
 - (h) if the Trucker is paid other than by the hour or by salary, how the wages were calculated for the work the Trucker is paid for;
 - (i) the Trucker's gross and net wages;
 - (j) how much money the Trucker's has taken from the Trucker's time bank and how much remains.

- ii. For each Trucker, a Licensee must keep records of the following information:
 - (a) the Trucker's name, date of birth, occupation, telephone number email address and residential address;
 - (b) the date employment or retainer began;
 - (c) the date employment or retainer ended;
 - (d) the Trucker's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
 - (e) the hours worked by the Trucker on each day, regardless of whether the Trucker is paid on an hourly or other basis;
 - (f) the benefits paid to the Trucker by the Licensee;
 - (g) the Trucker's gross and net wages for each pay period;
 - (h) each deduction made from the Trucker's wages and the reason for it;
 - (i) the dates of the statutory holidays taken by the Trucker and the amounts paid by the Licensee;

- (j) the dates of the annual vacation taken by the Trucker, the amounts paid by the Licensee and the days and amounts owing;
 - (k) how much money the Trucker has taken from the Trucker's time bank, how much remains, the amounts paid and dates taken.
 - (l) Evidence of cancelled cheques or payment made to the Trucker.
 - (m) Fuel surcharges paid to the Trucker.
 - (n) Payment of Wait Time Remuneration.
 - (o) Position Movement Rate paid to Trucker.
 - (p) hours worked and trips completed on each day by the Trucker performing Container Trucking Services on behalf of the Licensee;
 - (q) records of Electronically Transmitted Payroll Records and Electronic Fund Transfers;
 - (r) Truckers' job applications; and
 - (s) trucker employment agreements and/or retainer agreements.
- (g) electronic Container Trucking Services tracking data a required by s.6.7-6.9 of this Licence.
- (h) records of the Licensee, Related Persons, affiliates and successor companies that pertain to engagement and remuneration of Truckers working in the container trucking industry;
- (i) collective agreements binding on the Licensee, Related Persons, affiliates and successor companies and any related terms or letters of agreement or other agreements that govern the Licensee or Related Persons and Truckers who provide Container Trucking Services to the Licensee;
- (j) a record of any claim made against the Licensee or against a person, company, or entity that may be a substitution for, or a new corporate entity of either,
- (k) an assignee of the Licensee, or a Related Person, affiliate or successor company regarding non-payment of Compensation and Wait Time Remuneration to Truckers as prescribed pursuant to the Container Trucking Legislation and proof that the claim has been satisfactorily resolved; and
- (l) confirmation that the Licensee retain records described in subsections (a) to (d) related to a person, company or entity that may be a substitution for, a new corporate entity of, an assignee of the Licensee, or a Related Person, affiliate and successor company.
- (m) Records must
- i. be in English,
 - ii. be kept at the Licensee's principal place of business in British Columbia.

2. On the request of the Commissioner, a Licensee must provide the Commissioner with a compliance letter from a Certified Professional Accountant (“CPA”) from an established accounting firm acceptable to the Commissioner confirming that the Licensee has:
 - (a) duly made all source deductions and WCB submissions respecting a Trucker who is an Employee of the Licensee within the meaning of the *Employment Standards Act*, RSBC, chapter 113, as amended;
 - (b) not set off or deducted Business Costs from Wait Time Remuneration or Compensation owed to a Trucker pursuant to the Container Trucking Legislation;
 - (c) not received, directly or indirectly, a financial set-off, commission or rate deduction or rebate from a Trucker employed or retained by the Licensee; and
 - (d) paid all Truckers performing Container Trucking Services employed or retained by the Licensee in accordance with the covenants in this Licence and the Container Trucking Legislation.

3. On the request of the Commissioner, a Licensee must provide the Commissioner, in a timely basis, with:
 - (a) evidence of the Licensee’s compliance with all approvals required by law, including regulatory approvals, and with a copy of the Licensee’s Access Agreement and Port Pass; and
 - (b) current information related to the Licensee, Truckers conducting Container Trucking Services on behalf of the Licensee, and Approved Vehicles.

APPENDIX E

Payment of Compensation

1. The Licensee must remunerate all Truckers who either directly or indirectly provide Container Trucking Services on behalf of the Licensee in accordance with the Container Trucking Legislation and the Licence.
2. The Licensee must not set off or deduct Business Costs from Compensation or Wait Time Remuneration owed to a Trucker.
3. The Licensee must remit all Wait Time Remuneration to every Trucker who is paid by the Licensee on a per trip basis in the manner prescribed by the Container Trucking Legislation.
4. On each payday, the Licensee must provide each Trucker an Electronically Transmitted Wage Statement.
5. If the Licensee pays a Trucker for work not captured by the Act, the Licensee must record the that work, hourly rate and hours for that work separately in the same Wage Statement.
6. If the Licensee pays a Trucker a trip rate for any work not captured by Act, the rate of pay must be based on a measurable quantity of work completed and the Licensee must explain in writing to the Trucker how the rate is calculated prior to initiating that rate of pay.
8. The Licensee must report the accumulated hours of Container Trucking Services on each Trucker's Wage Statement until the Trucker has reached 2,340 hours of Container Trucking Services for any licensee.

SCHEDULE 2

SPONSORSHIP AGREEMENT

Licensee Business Name (“Sponsor”): <hr/>
(“Sponsored Independent Operator”) <i>Sponsored Independent Operator Name:</i> <hr/>
Independent Operator Business Name (if any) <hr/>
<i>Telephone #:</i> <hr/>
<i>Email:</i> <hr/>
<i>Sponsored Independent Operator Port Pass #:</i> <hr/>
<i>BC Class 1 Driver’s License #</i> <hr/>
Experience as Container Trucking Services Driver with any Licensee (check one). Less than 2340 hours <input type="checkbox"/> 2340 hours or more <input type="checkbox"/> Approved Vehicle part of Licensee Fleet Insurance Plan: yes <input type="checkbox"/> no <input type="checkbox"/>
Payment Structure: Sponsored IO to be paid: hourly <input type="checkbox"/> per trip <input type="checkbox"/>
Payroll Deductions (if any) <input type="checkbox"/> Sponsor’s payment of fuel on behalf of Sponsored IO <input type="checkbox"/> Sponsor’s payment of Approved Vehicle insurance on behalf of Sponsored IO

I confirm the information above is accurate and correct _____
(I/O initial)

Pursuant to the Sponsor's Container Trucking Services Licence, the Sponsor and the Sponsored Independent Operator ("Sponsored IO") acknowledge and agree that:

- 1) The Sponsored IO is a party to a Joinder Agreement with the Vancouver Fraser Port Authority.
- 2) The Sponsored IO is an individual who currently holds a valid Port Pass;
- 3) The Sponsored IO owns or has an interest in the Approved Vehicle.
- 4) The Sponsored IO is an individual who currently holds a valid Class 1 BC Driver's License;
- 5) The Sponsor does not have any financial interest (directly or indirectly) in the Sponsored IOs Approved Vehicle;
- 6) The Sponsored IO is on the IO List held and administered by the OBCCTC;
- 7) The Sponsor requires the services of the Sponsored Independent Operator to perform Container Trucking Services;
- 8) If the Sponsored IO uses the services of an Indirectly Employed Operator (IEO) to undertake Container Trucking Services, that sole person must be an employee of the Sponsored IO and identified in the form attached as Appendix 1;
- 9) The Sponsored IO may not employ more than one IEO at a time to undertake Container Trucking Services or use the services of an IEO to replace a Sponsored IO longer than the term specified by the Commissioner in the Tag Policy;
- 10) The Sponsored IO performs Container Trucking Services a majority of the time while providing Container Trucking Services for the Sponsor.
- 11) The Sponsor and Sponsored IO agree the Payroll Deductions are the only non-statutory deductions that are permitted.
- 12) The Sponsor must provide the Sponsored IO an itemized listing of the expenses that match the Payroll Deductions at the time of the deductions.
- 13) The Sponsored IO may cancel the Payroll Deductions upon 30 days written notice to the Sponsor.
- 14) It is the Sponsor's obligation to notify the Commissioner forthwith if any of the information of the Sponsor, the Sponsored IO or the IEO changes within five (5) business days of change;

Indirectly Employed Operator

- 15) The Sponsored IO is entitled to hire one IEO as a relief driver under this Sponsorship Agreement.
- 16) IEO must be an employee of the Sponsored IO and identified in the form attached as Appendix A;
- 17) Sponsored IO is required to pay the regulated Compensation for an IEO and maintain Payroll Records in accordance with Appendix B.
- 18) The Sponsor or Sponsored IO is not permitted to directly or indirectly deduct any Business Costs from the Compensation of an IEO.
- 19) A Sponsored IO is required to comply with the following:
 - a. remuneration requirements of the IEO as set out in the *Container Trucking Act* and *Container Trucking Regulation* and the Commissioner's Rate Order;
 - b. the requirements set out in the *Employment Standards Act* RSBC 1996, c. 113 as amended;

I confirm I have read this page _____
(I/O initial)

- c. update the Commissioner and Sponsor in writing upon hiring, layoff, suspension, or termination of an IEO;
 - d. provide the Commissioner upon request the required Payroll Records of the IEO as set out in Appendix B (Sponsorship Agreement).
 - e. The *Personal Information Protection Act* as it related to the employment of an IEO.
- 20) The Sponsor will ensure that the Sponsored IO carries out the obligations to the IEO as set out in this Sponsorship Agreement and will indemnify the IEO for any remuneration deemed owed to the IEO by the Commissioner.

Termination of Sponsorship Agreement

- 21) The Commissioner may terminate the Sponsorship Agreement if any of the following occurs:
- a. In accordance with a requirement set out in the Tag Policy.
 - b. Sponsored I/O resigns or is laid off or terminated for any reason.
 - c. Sponsored I/O is removed from the I/O List.
 - d. Sponsored I/O's Port Pass is rescinded or not renewed.
 - e. Sponsored I/O fails to produce or maintain the records for IEOs set out in Appendix 2 of the Sponsorship Agreement.
 - f. Sponsored I/O no longer owns or has an interest in an Approved Vehicle.
 - g. Sponsored I/O is no longer performing regulated Container Trucking Services.
 - h. Sponsored I/O is paid directly or indirectly by another Licensee who is not a signatory to this Sponsorship Agreement.
 - i. Commissioner withdraws or suspends the Sponsored I/Os truck tag.
 - j. Sponsor's licence is suspended, cancelled, or expired.
 - k. Sponsor or the Sponsored I/O attempts to remove, exchange, sell, purchase, alter, destroy or fail to report a removed or damaged truck tag issued by the Commissioner.
- 22) Either the Sponsor or the Sponsored IO may terminate the Sponsorship at any time, upon notice to the other party, and to the Commissioner.
- 23) The terms and continuation of the Sponsorship Agreement are subject to the Commissioner's discretion.

General Terms:

- 24) The terms and continuation of the Sponsorship Agreement are subject to the Commissioner's discretion.
- 25) The capitalized terms in this Schedule have the same meaning as those terms are defined in the Container Trucking Services Licence issued to the Sponsor;
- 26) Any breach of the terms of the Sponsorship Agreement by the Sponsor or the Sponsored IO may lead to termination of the Sponsorship Agreement by the Commissioner.
- 27) The Sponsored IO can only be a party to one sponsorship agreement at a time.
- 28) The Sponsorship Agreement cannot be bought, sold or transferred.
- 29) The Sponsorship Agreement will not be effective unless and until the Commissioner communicates approval in writing.

By signing in the space provided below, the Sponsor and the Sponsored Independent Operator confirm that they agree to the terms and conditions set out above.

Dated this ___ day of _____, 20__.

<p>SPONSOR, <i>by its duly authorized signatory</i></p> <hr/> <p>Signature</p> <hr/> <p>Name (please print)</p> <hr/> <p>Company Name (please print)</p> <hr/>	<p>WITNESS:</p> <hr/> <p>Signature</p> <hr/> <p>Name (please print)</p> <hr/> <p>Address (please print)</p> <hr/>
<p>SPONSORED INDEPENDENT OPERATOR, <i>by its duly authorized signatory</i></p> <hr/> <p>Signature</p> <hr/> <p>Name (please print)</p> <hr/> <p>Address (please print)</p> <hr/>	<p>WITNESS:</p> <hr/> <p>Signature</p> <hr/> <p>Name (please print)</p> <hr/> <p>Address (please print)</p> <hr/>

**APPENDIX A
 INDIRECTLY EMPLOYED OPERATOR INFORMATION**

Valid Port Pass Number	First Name	Middle Name	Last Name	Hours of experience with any Licensee

<i>Address of IEO</i>			
<i>Home Address</i>	<i>City</i>	<i>Province</i>	<i>Postal Code</i>
<i>Email Address of IEO</i>	<i>Phone number</i>	<i>Cell phone</i>	<i>Other</i>

<i>Sponsored IO Information*</i>	
<i>CRA Payroll deduction number (15-character number)^</i>	
<i>Worksafe BC Employer account number^</i>	

*IEOs are employees of the Sponsored IO and the Sponsored IO must provide this information in order to nominate an IEO. CRA and Worksafe BC accounts cannot be the those of the Licensee.

^Sponsored IOs can only use an IEO if this information provided.

I confirm the information above is accurate and correct _____
 (I/O initial)

APPENDIX B

SPONSORED IO RECORDS THAT MUST BE MADE AVAILABLE UPON REQUEST

1. The Sponsored IO must keep complete, accurate and up-to-date records of the following information and must, upon request, provide the information to the Commissioner_(or, where applicable, authorize the Commissioner to be provided with) information as follows:
 - (a) electronic Wage Statements and electronic Payroll Records of Indirectly Employed Operators, for all IEOs; and
 - (b) the following additional information:
 - i. hours worked and trips completed on each day by the IEO performing Container Trucking Services on behalf of the Sponsored IO;
 - ii. benefits, if any, paid to the IEO;
 - iii. total Compensation, before taxes and any other deductions, paid to the IEO;
 - iv. any deductions made from the IEO, and the reason for the deduction.
 - v. Evidence of cancelled cheques or payment made to the IEO.
2. The Sponsored IO must Electronically Transmit pay to the IEO the hourly rate set out in the Commissioner's Rate Order at least semimonthly and within 8 days after the end of the pay period, and must pay to an IEO all wages earned by the IEO in a pay period.
3. On every payday,
 - (a) a Sponsored IO must Electronically Transmitted to the IEO a Wage Statement for the pay period stating all of the following:
 - (i) the Sponsored IO name and address;
 - (ii) the hours worked by the IEO;
 - (iii) the IEO's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
 - (iv) the IEO's overtime wage rate;
 - (v) the hours worked by the IEO at the overtime wage rate;
 - (vi) any money, allowance or other payment the IEO is entitled to;
 - (vii) the amount of each deduction from the IEO's wages and the purpose of each deduction;
 - (viii) if the IEO is paid other than by the hour or by salary, how the wages were calculated for the work the IEO is paid for;
 - (ix) the IEO's gross and net wages;

- (x) how much money the IEO has taken from the IEO's time bank and how much remains.
4. For each IEO, a Sponsored IO must keep records of the following information:
- a) the IEO's name, date of birth, occupation, telephone number and residential address;
 - b) the date employment began and ended;
 - c) the IEO's wage rate, whether paid hourly, on a salary basis or on a flat rate, piece rate, commission or other incentive basis;
 - d) the hours worked by the IEO on each day, regardless of whether the IEO is paid on an hourly or other basis;
 - e) the benefits paid to the IEO by the Sponsored IO;
 - f) the IEO's gross and net wages for each pay period;

APPENDIX C: DEFINITIONS

Unless defined below, the capitalized terms used in this Sponsorship Agreement have the meanings set out in the *Act* and Regulation.

“**Approved Vehicle**” means a vehicle that is designed to be self-propelled,

- (a) to which a trailer, within the meaning of the *Motor Vehicle Act*, RSBC 1996, chapter 318 as amended, that is designed, used or intended for the carriage of containers, is or may be attached, and
- (b) by which a trailer described in (a) is or may be drawn;

and that meets all of the requirements of the Licence, including, without limitation, that such vehicle has, prior to entering the Marine Terminal, been properly and duly approved for use by the Vancouver Fraser Port Authority pursuant to the Access Agreement, and, if required, by the Commissioner;

“**Business Costs**” means the costs of operating a business for which a Licensee is responsible and includes, but it is not limited to, chassis rental, wear and tear on tires, cargo insurance, Smart Phone costs, bridge or road tolls, loading fees, Access Agreement charges, fees related to the Terminal Gate Compliance Initiative, GPS-related expenses;

“**Compensation**” means remuneration, wait time remuneration, fuel surcharge and Position Movement Rate any any other rate or method of compensation for work contemplated by the Container Trucking Legislation;

“**Container Trucking Services**” means the transportation of a Container by means of a truck;

“**Electronic Funds Transfer**” means transactions that move money electronically between different financial institutions or bank accounts.

“**Electronically Transmitted**” means data, information or documents sent from one place to another using electronic means such as email, computer networks, or other digital communication systems, rather than by physical mail or personal delivery.

“**Equipment**” means tractors, road transportation equipment, chassis, trailers and trucks,

“**Licence**” has the same meaning as “licence” under the Container Trucking Legislation;

“**Licensee**” means an entity, whether corporate or individual, to whom a Licence has been granted;

“**OBCCTC**” means the Office of the British Columbia Container Trucking Commissioner;

“Order” means an order made by the Commissioner under the Container Trucking Legislation;

“Port Pass” means a hard copy pass issued on terms set out in the Transport Canada marine security regulations, verifying that the holder has a *bona fide* requirement to access the Marine Terminal area;

“Payroll Records” means the Required Information;

“Person” has the meaning given to that term in the *Interpretation Act*, RSBC 1996, chapter 238, as amended;

“Rate Order” means an order made by the Commissioner in accordance with section 22(3) and 22(4) of the Act;

“Related Person” means, in relation to a Licensee, any person with the same directing mind as a Licensee, and includes:

- (a) a person controlled directly or indirectly by a Licensee or any entity comprising a Licensee;
- (b) a person that directly or indirectly controls a Licensee or any entity comprising a Licensee;
- (c) a person that is directly or indirectly controlled by another person that:
 - (i) directly or indirectly controls a Licensee; or
 - (ii) a Licensee directly or indirectly controls; or
- (d) a person from whom the Licensee directly or indirectly acquired all or part of the Licensee’s container trucking business;

“Required Information” means the information described in Appendix D of Schedule 1 of the CTS license and/or Appendix 2 of the Sponsorship Agreement;

“Sponsored Independent Operator” means Independent Operators sponsored by the Licensee pursuant to the Sponsorship Agreement;

“Truck Tag” means an OBCCTC decal affixed to a truck issued pursuant to this Licence;

“Term” means the period of time set out in the Licence.

“Wage Statement” means a document provided by the Licensee to a Trucker on each payday, detailing their Compensation and deductions for a specific pay period.

SCHEDULE 3 LICENSEE CONSENT

I, _____ (please print clearly), **effective as of the date set out below, hereby acknowledge and agree that:**

_____, (the “**Licensee**”) has been issued a licence by the British Columbia Container Trucking Commissioner (the “**Commissioner**”), appointed under the British Columbia *Container Trucking Act* (the “**Act**”), to carry out Container Trucking Services as defined and prescribed pursuant to the Act and its regulations or a licence has been deemed (the “**Licence**”).

In order to apply for the Licence, and periodically during the term of the Licence, the Licensee must provide certain information, which may include personal information, respecting companies, vehicles and vehicle operators and related activities to the Vancouver Fraser Port Authority (the “**Authority**”) and/or to the Commissioner as set out in Appendix D (the “**Required Information**”).

The Required Information is collected and may be used by and disclosed to the Commissioner, the Authority or His Majesty the King in right of the Province of British Columbia, represented by the Minister of Transportation and Transit (the “**Province**”), for the purpose of stabilizing the container trucking industry in the Lower Mainland of British Columbia, and enhancing safety, security, order, and operational efficiencies within that industry, and ensuring compliance with the *Act*, and the regulations and orders of the Commissioner made under that *Act* (the “**Purpose**”).

In consideration of the possibility of my deriving a benefit from the granting of the Licence, I hereby unconditionally and perpetually consent, authorize and grant to the Commissioner, and the Province all necessary authority, right and licence:

- a) to collect, including to collect indirectly from the Licensee, the Commissioner, the Authority or the Province, as the case may be, any of my personal information contained in the Required Information;
- b) to use any of my personal information contained in the Required Information in furtherance of the Purpose; and
- c) to disclose any of my personal information contained in the Required Information to the Licensee, the Commissioner, the Authority and/or the Province, as the case may be, in furtherance of the Purpose or as may be authorized or required in accordance with applicable law, including under the *Act*.

I further agree:

- a) that I have complied with the relevant privacy legislation and advised my employees,

Related Persons, customers, and independent operators that their personal and commercial information may be shared with the Commissioner.

- b) that I provided a copy and will provide a copy of the appropriate consent forms to all current and future Directly Employed Operators and Independent Operators and their Indirectly Employed Operators.
- c) to provide the Required Information to the Licensee, the Authority, the Commissioner or the Province as may be required or requested from time to time;
- d) that the Authority or the Commissioner may disclose to third parties the Required Information, including any of my personal information contained in the Required Information, and any other information in respect of any breach of the terms of the Licence or any proposed or actual suspension, modification, or termination of the Licence; and
- e) that such third parties may share with the Commissioner any comparable or necessary information, including personal information, about me, my vehicles, my companies, my activities and my operations, in respect of any breaches of the terms of the Licence or any proposed or actual suspension, modification, or termination of the Licence.

Dated this ___ day of _____, 20__

SIGNED & DELIVERED in the presence of:

Witness Name (Please print)

Witness Signature

Signature of Consenting Party

In accordance with this Consent, your personal information will be collected under section 26(c) of the *Freedom of Information and Protection of Privacy Act* for the purpose described above in section 3. If you have any questions regarding the collection of personal information under this Agreement, please contact: Deputy Commissioner, 3rd Floor - 1085 Cambie Street, Vancouver, V6B 5L7; Telephone: (604) 660-6051.

SCHEDULE 4

SPONSORED INDEPENDENT OPERATOR CONSENT FORM

I, _____ (please print clearly), **effective as of the date set out below, hereby acknowledge and agree that:**

_____, (the “**Sponsored IO**”) has been approved by the British Columbia Container Trucking Commissioner (the “**Commissioner**”), appointed under the British Columbia *Container Trucking Act* (the “**Act**”), to be granted a Sponsorship Agreement (“Sponsorship Agreement”) to carry out Container Trucking Services as defined and prescribed pursuant to the *Act* and its regulations or a licence has been deemed (the “**Licence**”).

In order to perform Container Trucking Services, and periodically during the term of the Sponsorship Agreement and Licence, the Sponsored IO must provide certain information, which may include personal information, respecting companies, vehicles and vehicle operators and related activities to the Commissioner (the “**Required Information**”).

The Required Information is collected and may be used by and disclosed to the Commissioner, or His Majesty the King in right of the Province of British Columbia, represented by the Minister of Transportation and Transit (the “**Province**”), for the purpose of stabilizing the container trucking industry in the Lower Mainland of British Columbia, and order, and operational efficiencies within that industry, and ensuring compliance with the *Act*, and the regulations and orders of the Commissioner made under that *Act* (the “**Purpose**”).

I hereby unconditionally and perpetually consent, authorize and grant to the Commissioner and the Province all necessary authority, right and licence:

- a) to collect, including to collect indirectly from the Licensee, the Commissioner, the Vancouver Fraser Port Authority (“Authority”) or the Province, as the case may be, any of my personal information contained in the Required Information;
- b) to use any of my personal information contained in the Required Information in furtherance of the Purpose; and
- c) to disclose any of my personal information contained in the Required Information to the Licensee, the Commissioner, the Authority and/or the Province, as the case may be, in furtherance of the Purpose or as may be authorized or required in accordance with applicable law, including under the *Act*.

I further agree:

- d) that the Licensee has provided me with a copy of the Required Information set out in Appendix D of the CTS Licence (“Required Information”).

- e) to provide my personal information contained in the Required Information to the Licensee, the Commissioner or the Province as may be required or requested from time to time;
- f) that I have complied with the relevant privacy legislation and advised my employees (Indirectly Employed Operators), Related Persons, customers, and independent operators that their personal and commercial information may be shared with the Commissioner.
- g) that the Licensee may share any of my personal information provided by me or collected by me or the Licensee to the Commissioner
- h) that Commissioner may disclose to third parties the Required Information, including any of my personal, confidential, and commercial information contained in the Required Information, and any other information in respect of any breach of the terms of the Licence or any proposed or actual suspension, modification, or termination of the Licence; and
- i) that such third parties may share with the Commissioner any comparable or necessary information, including personal information, about me, my vehicles, my activities and my operations, in respect of any breaches of the terms of the Sponsorship Agreement or Licence or any proposed or actual suspension, modification, or termination of the Sponsorship Agreement or Licence.

Dated this ___ day of _____, 20__

SIGNED & DELIVERED in the presence of:

Sponsored IO Signature

Witness Name (Please print)

Witness Signature

SCHEDULE 5
RELATED PERSONS

This is to confirm that _____ have reviewed the definition of Related Person set out in section 1 of the Licence and acknowledges that the following Related Person performs Container Trucking Services within British Columbia.

Corporate Name DBA name if any Directing Mind Contact

Corporate Name DBA name if any Directing Mind Contact

Corporate Name DBA name if any Directing Mind Contact

Corporate Name DBA name if any Directing Mind Contact

.

Duly Authorized Representative of the Licensee

Name _____

Title _____

Signature _____

Dated the ___ day of _____, 20____.

SCHEDULE 6

TERMS AND CONDITIONS OF EMPLOYMENT OR RETAINER OF TRUCKERS

In accordance with section 18(2)(b) of the *Container Trucking Act*, the following minimum terms and conditions of employment of Directly Employed Operators, Indirectly Employed Operators and employment or retainers of Independent Operators will be as follows:

Minimum daily hours and call out

If as required by Licensee a Trucker reports for work on any day, the Licensee must pay the Trucker the minimum daily hours set out in the Rate Order (whichever rate is applicable) whether or not the Trucker starts work.

SCHEDULE 7
STATUTORY DECLARATION

IN THE MATTER OF THE *Container Trucking Act and Regulation* and the application for a Container Trucking Services Licence submitted on the _____ day of _____, 20__

BETWEEN:

BRITISH COLUMBIA CONTAINER TRUCKING COMMISSIONER

(the “Commissioner”)

AND:

(“Licence Applicant”)

I, _____, being the Directing Mind of the Licence Applicant,
(TYPE FULL NAME AND POSITION OR TITLE)

DO SOLEMNLY DECLARE THAT:

1. These terms have the following meaning in this Declaration:

“**Application**” means the application for a Container Trucking Services Licence submitted by the Licence Applicant to the Commissioner on the date referred to above;

“**Act**” means the *Container Trucking Act* S.B.C. 2014, chapter 28;

“**Directing Mind**” – the individual who controls the actions of the business or corporation.

“**Licence Applicant**” – the business or corporation applying for a license.

“**Related Person**” means, in relation to the Licence Applicant, any person with the same directing mind as the Licence Applicant, and includes:

- (a) a person controlled directly or indirectly by the Licence Applicant or any entity comprising the Licence Applicant;
- (b) a person that directly or indirectly controls the Licence Applicant or any entity comprising the Licence Applicant;
- (c) a person that is directly or indirectly controlled by another person that:

I confirm I have read this page _____
(Directing Mind’s initials)

- (i) directly or indirectly controls the Licence Applicant or any entity comprising the Licence Applicant; or
- (ii) the Licence Applicant or any entity comprising the Licence Applicant directly or indirectly controls; or
- (d) a person from whom the Licence Applicant or any entity comprising the Licence Applicant directly or indirectly acquired all or part of the Licence Applicant's container trucking business;

“Regulation” means the *Container Trucking Regulation*, BC Reg 248/2014;

“Container Trucking Services Licence” means any licence at any time issued by the Commissioner to perform Container Trucking Services.

2. Pursuant to section 8(2)(b) of the *Regulation*, the Applicant agrees that:

- (a) No sanctions have been assessed by the Vancouver Fraser Port Authority, the Commissioner, the provincial government or the government of Canada against the Licence Applicant or against a Related Person whether or not that Related Person exists at the time of the Application,
- (b) No monies are owed to a Trucker under the *Act* or Regulations by the Licence Applicant, or by a Related Person, whether or not that Related Person exists at the time of the Application.
- (c) the applicant has not engaged in activity prohibited by the Regulation,
- (d) no related person, whether or not that related person exists at the time of the application, has engaged in any activity prohibited by this regulation, and
- (e) the applicant is eligible to obtain access to all marine terminals if the applicant obtains a licence.

3. If any sanctions have been assessed by the Commissioner against the Licence Applicant or the Related Person under the Container Trucking Services Licence, the Licence Applicant or the Related Person has discharged all obligations related to those sanctions, and is currently compliant with all applicable laws;

4. Failure to disclose in the Application or the misrepresentation therein of any and every fact which is material to the Application or to the Container Trucking Services Licence shall render the Container Trucking Services Licence voidable by the Commissioner.

I confirm I have read this page _____
(Directing Mind's initials)

AND I MAKE THIS SOLEMN DECLARATION, conscientiously believing it to be true and knowing that it is of the same legal force and effect as if made under Oath.

DECLARED BEFORE ME at
_____, in the

Province of British Columbia, on this
_____ day of _____, _____.

A Commissioner for taking affidavits for
British Columbia

Signature of Directing Mind of the Licence
Applicant

Print Name

Note: If the Licence Applicant make a false statement, the Licensee may be subject to penalties under the *Act* and the *Regulation* or charged with an offence.



OFFICE OF THE
BRITISH COLUMBIA CONTAINER
TRUCKING COMMISSIONER

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