



# **COMMERCIAL DRIVER'S LICENCE CERTIFICATION AGREEMENT**

## **BETWEEN INSURANCE CORPORATION OF BRITISH COLUMBIA AND CLASS [Classes] ASSESSMENT FACILITY**

This Agreement is made by and between:

**INSURANCE CORPORATION OF BRITISH COLUMBIA**  
(hereinafter referred to as ICBC)

and

**[Owner's Name (if DBA)]  
[FACILITY NAME]  
[Address]  
[City], BC [Postal Code]**  
(hereinafter referred to as the Facility)

### **WHEREAS:**

- A. For the purpose of determining an applicant's driving experience, driving skills, qualifications, fitness and ability to drive and operate any category of motor vehicle designated for that class of driver's licence for which the application is made, the applicant must (amongst other things) submit to one or more tests, as ICBC may specify, in terms of section 25(3) of the *Motor Vehicle Act RSBC 1996 c.318*;
- B. The Facility intends to offer commercial driver training certification programs approved by ICBC for the purpose of training and assessing an applicant's driving skills and qualifications for a class of driver's licence and/or endorsement on a driver's licence;

- C. By this Agreement, ICBC may require an applicant to submit to tests administered by the Facility acting under the authority of ICBC pursuant to the *Motor Vehicle Act RSBC 1996 c.318*.
- D. ICBC seeks to achieve program efficiencies in the Assessment of commercial driver's licence applicants by partnering with Assessment facilities in the community who have the required skills and knowledge and specialized vehicles;
- E. ICBC seeks to increase access to driver Assessments for commercial vehicle driver's licences licence applicants and applicants for an air brake endorsement on a class of driver's licences;

**NOW THEREFORE**, ICBC and the Facility, in consideration of their mutual duties and responsibilities to one another contained in this Agreement, agree to the following:

## **1. DEFINITIONS**

In this Agreement, the following terms have the meanings set out below:

**“Air Brake Test”** means an air brake pre-trip test conducted by a Driver Examiner to evaluate a driver's eligibility for an air brake endorsement on a class of driver's licence, and for the purpose of Certification is an air brake pre-trip Assessment conducted by an Assessment Officer at the Facility.

**“Air Brake Knowledge Test”** means a written or automated test administered by ICBC to evaluate a driver's knowledge of air brake systems.

**“Approved Course”** means either:

(1) in the case of any Class 1 Training Program that is approved by ICBC and conducted by the Facility according to the terms of this Agreement, the B.C. Class 1 MELT Course, including any Assessment required under this Agreement for a Class 1 driver's licence;

(2) in the case of any air brake Training Program for an endorsement on a Class 1 driver's licence that is approved by ICBC and conducted by the Facility according to the terms of this Agreement, the B.C. Class 1 MELT course as it relates to air brakes, including any air brake Assessment required under this Agreement for an endorsement; or

(3) in the case of any Class 2, 3, or 4 commercial driver's licence, or air brake Training Program for an endorsement on a class of driver's licence other than Class 1, that is approved by ICBC and conducted by the Facility according to the terms of this Agreement, including any Assessment for that class of driver's licence or endorsement.

**“Assessment”, “Assess” or “Assessed”** means an evaluation of a Trainee made by an Assessment Officer under the Driver Certification Program to determine whether that Trainee meets ICBC’s standards of competence for a Class 1, 2, 3 or 4 commercial driver’s licence or for an air brake endorsement on a class of driver’s licence. A Class 1, 2, 3 or 4 Assessment includes an ICBC-approved on-road Assessment and an ICBC-approved vehicle pre-trip inspection Assessment specific to the class of driver’s licence. An air brake endorsement Assessment includes an ICBC-approved air brake pre-trip inspection.

**“Assessment Officer”** means a qualified person who meets the requirements set out in Schedule B of this Agreement and who is authorized by ICBC and employed or contracted by the Facility to conduct Assessments of Trainees for the purpose of Certification under this Agreement.

**“B.C. Class 1 MELT Course”** means the British Columbia Class 1 Mandatory Entry-Level Training Program: Course Standards and Curriculum Framework as provided for in section 30.011 of the Motor Vehicle Act Regulations, B.C. Reg. 26/58.

**“Certification”, “Certify” or “Certified”** refers to issuance of a certificate by the Facility to a Trainee who has successfully completed the facility’s Approved Course and has been Assessed by the Facility as meeting ICBC’s standards for a given class of commercial driver’s licence, and for an air brake endorsement on a class of driver’s licence.

**“Driver Certification Form”** means ICBC form MV2067, provided by ICBC from time to time.

**“Driver Certification Program”** means ICBC’s program to authorize assessment facilities to train and assess Trainees, the terms of which are outlined in this Agreement.

**“Driver Examiner”** means a person employed by ICBC and qualified to conduct driver examinations for a class of driver’s licence or for an endorsement on a class of driver’s licence.

**“Motor Vehicle Act”** means the *Motor Vehicle Act* RSBC 1996 c. 318.

**“Practical Training”** means driver training conducted in or around a motor vehicle.

**“Road Test”** means a test conducted by a Driver Examiner to evaluate an applicant’s eligibility for a Class 1, 2, 3 or 4 commercial driver’s licence, and includes the vehicle pre-trip test applicable to the driver’s licence class.

**“Signing Authority”** means a person entrusted by the Facility to sign forms or maintain records on behalf of the Facility.

**“Trainee”** means a person with a valid Class 1, 2, 3, or 4 learner’s licence who is employed by the Facility and is taking the Facility’s Approved Course for that class of commercial driver’s licence, or a person who is taking the Facility’s Approved Course for an air brake endorsement on a class of driver’s licence.

**“Theory Training”** means driver training conducted in a classroom setting, through a method of instruction that relies on indirect communication between students and a driver training instructor, over the internet or through another electronic method, or a combination of methods described here.

**“Training Program” or “Training”** means the course of instruction delivered by the Facility to prepare Trainees to undertake an Assessment, and includes the minimum standards and training requirements set out in this Agreement, and the Schedules attached to this Agreement.

## **2. TERM OF AGREEMENT:**

- 2.1. This Agreement is effective from the Effective Date noted at the end of this Agreement and shall remain in effect until midnight of the expiry date of the Facility’s driver training school licence, unless terminated earlier by ICBC or the Facility in accordance with this Agreement.
- 2.2. Prior to expiry of the term of this Agreement, the Facility must apply to ICBC in writing and submit an annual report in a form acceptable to ICBC if it wishes to continue to deliver the Driver Certification Program.
- 2.3. The Facility’s continued participation in the Driver Certification Program after the expiry of this Agreement will be at ICBC’s sole discretion. ICBC does not guarantee renewal or extension of this Agreement beyond its original term or any renewal or extension thereof.

## **3. CERTIFICATION AUTHORITY**

- 3.1. ICBC authorizes the Facility to Certify Trainees who successfully complete the Approved Course offered by the Facility, as candidates for licensing by ICBC.
- 3.2. ICBC hereby approves the Facility to deliver the Driver Certification Program for the classes of driver’s licence or endorsement on a class of driver’s licence as indicated on the Facility’s driver training school licence.

- 3.3. ICBC may, in its sole discretion, waive the requirements for a Trainee Certified by the Facility under paragraph 3.1 to complete an Air Brake Test or Road Test for Trainees.
- 3.4. Despite the foregoing, ICBC reserves the right, in its sole discretion, to require the following:
  - 3.4.1. that a Road Test be conducted by a Driver Examiner for any reason whatsoever, including, without limiting the generality of the foregoing, for the purpose of random testing to assess the abilities of Trainees Certified by the Facility and to monitor the Assessment standards of the Facility;
  - 3.4.2. that an Air Brake Test be conducted by a Driver Examiner for any reason whatsoever, including, without limiting the generality of the foregoing, for the purpose of random testing to assess the abilities of Trainees Certified by the Facility and to monitor the Assessment standards of the Facility;
  - 3.4.3. that the Facility revise its Training Program, should ICBC change its requirements for course content and/or delivery method;
  - 3.4.4. that the Facility revise the content and conduct of its Assessments, should ICBC change its requirements for Assessment content and/or delivery method.
- 3.5. The parties recognize and acknowledge that the Certification of a Trainee by the Facility and waiver of testing requirements by ICBC does not guarantee the issuance of a driver's licence or air brake endorsement on a class of driver's licence without compliance by the Trainee with any medical or driver fitness requirements, or other requirements from time to time established by the Superintendent of Motor Vehicles, or by ICBC at their sole discretion.

#### **4. RESPONSIBILITIES OF ICBC**

- 4.1. ICBC is responsible for licensing drivers under the *Motor Vehicle Act*. Nothing in this Agreement constitutes a delegation of licensing authority to the Facility, and ICBC reserves the right, in its sole discretion and under the terms of the *Motor Vehicle Act* to deny the issuance of a driver's licence or endorsement on a class of driver's licence to an applicant Certified by the Facility.
- 4.2. ICBC will, before issuing a driver's licence or endorsement on a class of driver's licence to an applicant Certified by the Facility, satisfy itself that

the Facility is competent to evaluate the skills, knowledge and ability of the applicant.

- 4.3. ICBC will conduct audits of the Facility from time to time in its sole discretion, to ensure that the Assessment standards of the Facility are fair and consistent with those of the Road Test and Air Brake Test set by ICBC, and that the Facility is otherwise in compliance with the terms of this Agreement.

## **5. RESPONSIBILITIES OF THE FACILITY**

- 5.1. The Facility shall comply with and maintain at all times during the term of this Agreement the Eligibility Standards set out in Schedule A attached hereto.
- 5.2. The Facility shall comply with and maintain at all times during the term of this Agreement the Assessment Standards as set out in Schedule B attached hereto.
- 5.3. All vehicles used by the Facility for the conduct of Training and Assessments under this Agreement must be mechanically safe and meet all applicable safety standards. The Facility must maintain records of inspection and repair of these vehicles in a form acceptable to ICBC.
- 5.4. The Facility shall maintain records as required under the terms of this Agreement.
- 5.5. The Facility shall submit reports on a regular basis at such times as required by ICBC, on the forms prescribed by ICBC.
- 5.6. The Facility shall maintain a registered office in British Columbia where all communications and notices may be served and all records required under this Agreement shall be kept.
- 5.7. The Facility shall notify ICBC within 10 days if the address, telephone number or fax number of the Facility or of its registered office changes.
- 5.8. The Facility shall not advertise or cause to issue any advertising that does not contain the name of the Facility.
- 5.9. The Facility shall not make reference in any advertising to the conduct of driver examinations or road tests on behalf of ICBC.
- 5.10. The Facility shall not state or imply that issuance of a driver's licence or an air brake endorsement on a class of driver's licence is guaranteed

upon completion of the Facility's Training Program or upon Certification by the Facility.

5.11. The Facility shall provide written notice to each Trainee that:

5.11.1. Certification does not guarantee that ICBC will issue a driver's licence or an air brake endorsement on a class of driver's licence;

5.11.2. ICBC may require a Certified Trainee to be retested by a Driver Examiner; and

5.11.3. ICBC will have access to the Trainee's Training and Assessment records.

5.12. The Facility shall not advertise, state or imply that the Facility or its employees are recommended or endorsed by ICBC or the government, except that the words "offers an ICBC-approved Driver Certification Program" may be used.

5.13. The Facility shall not advertise in any driver licensing office or other ICBC office, or office of any government agent or ICBC-appointed agent.

5.14. The Facility shall only Certify competence of a Trainee in accordance with the provisions of this Agreement and any supplementary requirements or conditions that ICBC may give to the Facility in writing from time to time.

5.15. The Facility shall apply to ICBC in writing for approval of each person who will act as instructor, Assessment Officer or Signing Authority, prior to their acting as instructor, Assessment Officer or Signing Authority under the terms of this Agreement.

5.16. The Facility shall apply to ICBC in writing for approval of any changes to the names of instructors, Assessment Officer or Signing Authority, prior to their acting as instructor, Assessment Officer or Signing Authority under the terms of this Agreement.

5.17. The Facility's application for approval of each Assessment Officer or Signing Authority must include the sample signature of each proposed Assessment Officer or Signing Authority.

5.18. The Facility shall deliver the Approved Course in accordance with the provisions of this Agreement and any supplementary requirements or conditions that ICBC may give to the Facility in writing from time to time.

5.19. The Facility shall comply with all applicable laws, statutes and regulations, including, without limiting the generality of the foregoing, those of the Government of Canada, the Province of British Columbia

and by-laws of any city, municipality, town, village or Regional District in which the Facility operates.

- 5.20. The Facility shall indemnify and save harmless ICBC, its directors, officers, servants, agents, and employees from and against all claims, losses, damages, costs and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any act or omission of the Facility, its employees, agents or any other person for whom the Facility is responsible at law, in the performance or purported performance of this Agreement.
- 5.21. The Facility agrees to implement changes that may be required during the term of this agreement as ICBC continues to develop new driver training and assessment standards.
- 5.22. The Facility represents and warrants that it has the specialized skills and knowledge in the operation of motor vehicles equipped with air brakes and/or in the operation of motor vehicles requiring a Class 1, 2, 3 or 4 commercial driver's licence.

## **6. MONITORING AND REPORTING**

- 6.1. The Facility shall maintain the following records of its Training and Assessment activities for a period of at least six years:
  - 6.1.1. Training records, which shall include the Trainee's name, address, driver's licence number, documentation of employment status with the Facility if applicable, Assessment grades, date, time and length of each lesson, name of instructor of each lesson, subject taught, type of Training, and fee charged for each lesson, if applicable;
  - 6.1.2. Records of Trainees Assessed which shall include the Trainee's name, address, driver's licence number, class of driver's licence, date and time of each Assessment, and copies of all Assessment results forms;
  - 6.1.3. Records of each Assessment Officer, which shall include the Assessment Officer's name, driver's licence number, copy of the Assessment Officer's driver's abstract dated within the past year, and dates of any refresher training;
  - 6.1.4. Records of each instructor, which shall include the instructor's name, date of birth, driver's licence number, class of driver's licence, copy of the instructor's drivers abstract dated within the past year, and dates of any refresher training;

- 6.1.5. Records of all vehicles used for Training and for Assessments, indicating the category of Training and Assessment for which each vehicle is used, and including:
  - 6.1.5.1. for licensed vehicles, a copy of each vehicle's registration documents and proof of insurance coverage;
  - 6.1.5.2. for unlicensed vehicles, a list that identifies the make, model, year and vehicle identification number.
- 6.2. The Facility shall, during regular business hours and at all other reasonable times, permit ICBC or its designates to do the following:
  - 6.2.1. Visit and inspect the premises used for operation of the Facility;
  - 6.2.2. Examine all records, and all materials and equipment used in the operation of the Facility;
  - 6.2.3. Attend and monitor the conduct of Training and/or Assessments;
  - 6.2.4. Copy records and other material pertaining to the operation of the Facility, or remove such records and other material from the Facility's premises for copying; and
  - 6.2.5. Inspect vehicles used for the operation of the Facility as it relates to the Driver Certification Program as deemed necessary by ICBC from time to time.
- 6.3. Within 10 calendar days of a request from ICBC, the Facility will provide ICBC with information concerning the following:
  - 6.3.1. Information pertaining to the Facility's eligibility to participate in the Driver Certification Program;
  - 6.3.2. Records that the Facility is required to maintain under the terms of this Agreement.

## **7. TERMINATION OF AGREEMENT:**

- 7.1. The Facility may terminate this Agreement at any time by giving notice in writing to ICBC.
- 7.2. ICBC may terminate this Agreement:
  - 7.2.1. At any time by giving not less than 30 calendar days' notice in writing to the Facility;

- 7.2.2. Despite 7.2.1, if the Facility contravenes any condition or provision of this Agreement, or the Facility or any of its personnel is convicted of an offence, with or without notice in writing; or
- 7.2.3. Immediately if the Facility's driver training school licence is suspended or cancelled.
- 7.2.4. Immediately if the Facility: (a) is bankrupt, insolvent, or unable to discharge its liabilities as they become due; (b) commences, maintains or is subject to any proceedings for the benefit of insolvent debtors or for protection from its creditors or relating to its liquidation, dissolution or winding-up or insolvency or the appointment of a receiver, receiver-manager or similar officer or custodian for such Facility or all or any material part of its assets or business; (c) makes an assignment for the benefit of all or substantially all of its creditors; (d) suspends or ceases, or threatens to suspend or cease, to carry on its business in the normal course; or (e) is subject to any liquidation, winding-up or dissolution.
- 7.3. If, in ICBC's opinion, the Facility is not applying standards fairly and consistently, or is not in compliance with the terms of this Agreement, ICBC may, in its sole discretion either:
  - 7.3.1. Provide the Facility with notice in writing of the problems and give the Facility such period of time as ICBC sees fit to remedy the problems to ICBC's satisfaction, failing which ICBC will terminate this Agreement at the end of such notice period; or
  - 7.3.2. Immediately terminate this Agreement.
- 7.4. For greater certainty, and without limiting the generality of the foregoing, if ICBC terminates this Agreement under paragraph 7.2 or 7.3 or in any other manner permitted under this Agreement, the Facility will not be entitled to a show cause hearing.
- 7.5. The Facility may not deliver Assessments or Certification after this Agreement ends or is terminated. Despite the terms of this section 7.5:
  - 7.5.1. If the Commercial Driver's Licence Certification Agreement expires at any point during a Driver Certification Program for a Trainee, which includes the Approved Course and any Assessment(s), the Facility may keep Training the Trainees while it renews or restarts the Agreement.
  - 7.5.2. As it relates to 7.5.1, ICBC may allow continuation of Training and Assessing of existing Trainees in certain cases where ICBC has terminated the Agreement, at ICBC's discretion.

- 7.5.3 In the cases of 7.5.1 and 7.5.2 above, the Facility cannot accept or start Training or Assessing any new Trainees if this Agreement expires or terminates. In those cases, the Facility must renew or restart the Agreement.

## **8. NOTICES:**

Notices and communications in writing required or desired to be given pursuant to this Agreement shall be mailed to ICBC at the following address:

**Insurance Corporation of British Columbia  
Driver Training Industry Support  
PO Box 3750  
Victoria BC V8W 3Y5**

and to the Facility at the address shown on the first page of this Agreement, or at such other address as either party may give notice to the other party in writing. Notices shall be deemed to have been given when delivered, or 48 hours after mailing in British Columbia.

## **9. ENTIRE AGREEMENT:**

- 9.1. This Agreement, which includes all attached Schedules, constitutes the entire agreement between ICBC and the Facility relating to the authority to conduct the Approved Course(s) and to Assess and Certify Trainees as to their competency to operate a commercial vehicle for the class of driver's licence indicated on any Driver Certification Form or air brake-equipped vehicles indicated on any Driver Certification Form for a Trainee, as set out in this Agreement.
- 9.2. This Agreement supersedes and replaces all previous agreements between ICBC or the Superintendent of Motor Vehicles and the Facility relating in any manner to the authority to Assess and Certify Trainees as to their competency to operate a commercial vehicle for a class of driver's licence or air brake-equipped vehicles for an endorsement on a class of driver's licence.
- 9.3. Except as otherwise noted in this Agreement, no other terms or conditions shall form a part hereof, and this Agreement shall not be modified except by subsequent agreement in writing, duly signed by both parties.

- 9.4. Notwithstanding 9.1, 9.2, and 9.3, in the case of a Facility that is approved to Assess and Certify Trainees to operate a commercial vehicle for which a Class 1 driver's licence with an air brake endorsement is required, the Facility will also be required to abide by all terms and conditions in the B.C. Class 1 MELT Course.

#### **10. ASSIGNMENT:**

- 10.1. The Facility must not assign this Agreement or any part of it without the prior written approval of ICBC.
- 10.2. Any change in the control of the Facility shall be deemed to be an assignment.

#### **11. BINDING EFFECT:**

- 11.1 This Agreement shall enure to the benefit of, and be binding upon, their respective parties, their successors and permitted assigns.

#### **12. ARBITRATION:**

Any dispute or disagreement arising out of this Agreement or a breach of this Agreement shall be settled by a single arbitrator appointed in accordance with the provisions of the *Arbitration Act* SBC 2020 c. 2.

#### **13. INTERPRETATION:**

- 13.1. In this Agreement, unless expressly provided or the context otherwise requires, words importing the masculine gender include the feminine and neuter gender and vice versa, and words in the singular include the plural and vice versa.
- 13.2. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia. The parties attorn to the exclusive jurisdiction of the courts of British Columbia in all matters arising in connection with this Agreement.
- 13.3. The invalidity of any particular provision of this Agreement shall not affect any other provision and the Agreement shall be read as if such invalid provision were omitted.
- 13.4. The headings in this Agreement have been included for convenience of reference only, do not form part of this Agreement, and are not intended

to interpret, define or limit the scope or meaning of this Agreement or any of its provisions.

#### **14. COUNTERPARTS:**

14.1 This Agreement: (a) may be executed in counterparts (each of which will be deemed to be an original copy, and all of which together will be deemed to be one and the same copy); (b) may be executed with electronic signatures of any kind (which will be deemed to have the same force and effect as physical signatures); (c) may be expressed, and delivered to the other parties, in any standard electronic file format (which will be deemed to have the same force and effect as physical expression and delivery); and (d) will only be binding if signed by each of the parties and delivered to the other parties.

## **SCHEDULES:**

Schedules A, B, C and D are attached to and form part of this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement effective the day and year written below,

### **SIGNED AND DELIVERED BY THE FACILITY:**

Name and Title: \_\_\_\_\_  
(Please print name and title)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

in the presence of:

Name of Witness: \_\_\_\_\_  
(Please print name of witness)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **AND SIGNED ON BEHALF OF ICBC:**

Name and Title: Craig Stirling, Manager, Driver Training Industry Support

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EFFECTIVE DATE OF AGREEMENT:** \_\_\_\_\_

**EXPIRY DATE OF AGREEMENT:** \_\_\_\_\_

## **Schedule A - Eligibility Standards**

The following are the requirements which must be met and maintained by the Facility at all times during the term of this Agreement in order to be eligible to Certify Trainees under the terms of this Agreement.

### **1. General Requirements**

- 1.1. The Facility must be a legal entity, in compliance with all applicable requirements for registration under the *Business Corporations Act* SBC 2002 c. 57, *Partnership Act* RSBC 1996 c. 348, or any other applicable law.
- 1.2. If required under the *Private Training Act* SBC 2002 c. 5, the Facility must be registered with the Private Training Institutions Branch.
- 1.3. The Facility must use only curriculum, facilities, and equipment that have been approved as acceptable by ICBC.
- 1.4. The Facility must conduct a minimum of 20 Assessments per year. ICBC reserves the right to waive or change this minimum where the Facility applies to ICBC in writing and provides acceptable reasons for such waiver or change.

### **2. Training Program**

- 2.1. The Facility must submit its Training Program to ICBC for approval. Once approved by ICBC, the Training Program will become part of the Approved Course.
- 2.2. The Training Program must provide, at a minimum:
  - 2.2.1. For a Class 1 driver's licence, all Training requirements, hours, and assessments as set out in the B.C. Class 1 MELT Course, in addition to all the Assessments required under the Driver Certification Program;
  - 2.2.2. For a Class 2 and 3 driver's licence, six hours of theory Training and eight hours of practical Training;
  - 2.2.3. For a Class 4 driver's licence, six hours of theory Training and five hours of practical Training;
  - 2.2.4. For an air brake endorsement to be added to a class of driver's licence that permits operation of a single-unit vehicle equipped with

air brakes, seven hours of theory Training and four hours of practical Training;

- 2.2.5. For an air brake endorsement to be added to a class of driver's licence that permits operation of a combination-unit vehicle equipped with air brakes, nine hours of theory Training and six and a half hours of practical Training.
- 2.3. The Facility must deliver its Training Program in a manner that meets the following requirements:
  - 2.3.1. Not include time spent on breaks;
  - 2.3.2. Not include time observing the practical instruction of other Trainees toward course time requirements unless it is deemed as passive observation by ICBC;
  - 2.3.3. In the case of Training for a Class 2, 3, and 4 commercial driver's licence, and for an air brake endorsement on a class of driver's licence, provide a minimum 15 minute break after two hours of instruction, or a minimum 10 minute break after 90 minutes of instruction;
  - 2.3.4. In the case of Theory Training for a Class 2, 3, and 4 commercial driver's licence, and for an air brake endorsement on a class of driver's licence, provide no more than seven hours of in-classroom instruction in a day, not including breaks.
    - 2.3.4.1 Despite 2.3.4, an instructor may extend learning beyond seven hours through the use of homework assignments that do not count towards the required Training time in the Approved Course.
  - 2.3.5. In the case of Practical Training for a Class 2, 3, and 4 commercial driver's licence, and for an air brake endorsement on a class of driver's licence:
    - 2.3.5.1 Provide no more than six hours of in-yard instruction in a day, not including breaks; and
    - 2.3.5.2 For any combination of in-class, in-yard or on-road instruction, provide no more than eight hours of combined instruction in a day, not including breaks.
  - 2.3.6. In the case of Practical or Theory Training in the Approved Course for a Class 1 commercial driver's licence, abide by the number of

instruction hours and requirements for breaks set out in the requirements for the B.C. Class 1 MELT Course.

- 2.3.7. Each Trainee must complete the Approved Course including the qualifying Assessment, in no more than 365 days from the course start date, unless otherwise authorized in writing by ICBC. Time is of the essence for this subsection;
- 2.3.8. Not instruct more than 15 Trainees per instructor and/or Assessment Officer in any one classroom session, and in the case of theory instruction that relies on an electronic method of instruction and/or indirect communication between Trainees and the Instructor and/or Assessment Officer, not more than 10 Trainees;
- 2.3.9. For the purpose of Training for a Class 2, 3, or 4 driver's licence, not permit more than four Trainees in a Training vehicle at the same time;
- 2.3.10. For the purpose of an air brake endorsement for a single-unit vehicle equipped with air brakes or a combination-unit vehicle equipped with air brakes, not instruct more than five Trainees per instructor in any one practical Training session;
- 2.3.11. Despite 2.3.6, for the purpose of an air brake endorsement for a combination-unit vehicle equipped with air brakes, not instruct more than two Trainees per vehicle while in cab.
- 2.3.12. Provide classroom space that is conducive to learning and that:
  - 2.3.12.1. is used exclusively as a classroom while a class is in session;
  - 2.3.12.2. is equipped with appropriate teaching aids;
  - 2.3.12.3. is equipped with a seat and solid writing surface for each Trainee;
  - 2.3.12.4. has accessible emergency exits and clean accessible washroom facilities;
  - 2.3.12.5. includes conveniently located and available electrical outlets;
  - 2.3.12.6. has adequate lighting, heating/cooling systems and proper ventilation;
  - 2.3.12.7. has enough space to comfortably accommodate the number of expected students, which is defined as:

(1) a minimum of 1.5 square m. (16.15 square ft.) of floor space for each student in a classroom; and

(2) a minimum of 4 square m. (43.06 square ft.) of floor space for each instructor or Assessment Officer in a classroom;

2.3.12.8. has audio-visual equipment for presentations and videos, where any screen size is large enough for all students to clearly see what is presented, and where the audio is clear and loud enough for all students to clearly hear.

2.3.13. Provide Training in vehicles that are approved by ICBC as appropriate for the Training provided, including:

2.3.13.1. For the purposes of Training and Assessment for a Class 1 driver's licence, vehicle requirements as set out in the B.C. Class 1 MELT Course.

2.3.13.2. For the purposes of Training and Assessment for a Class 2 driver's licence, a vehicle with the body style 'bus' indicated on the vehicle registration form, and with a seating capacity of 36 or more adult passengers including the driver.

2.3.13.3. For the purposes of Training and Assessment for a Class 3 driver's licence, a vehicle of the following specifications:

2.3.13.3.1. a tandem drive axle vehicle that meets ICBC standards for a Road Test for a Class 3 driver's licence;

2.3.13.3.2. loaded to 50% of the manufacturer's recommended maximum carrying capacity for at least 50% of the practical Training.

2.3.13.4. For the purpose of Training and Assessment for a Class 4 driver's licence, a vehicle with the body style 'bus' indicated on the vehicle registration form, and with a seating capacity of at least 11 or more adult passengers including the driver.

2.3.13.5. For the purpose of air brake Training, a single-unit vehicle equipped with air brakes, or a combination-unit vehicle equipped with air brakes, as the case may be.

2.3.13.6. At least two hours of the practical Training has to be completed on the same make, type and size of commercial vehicle required for the Driver Certification Program Assessment;

2.3.13.7. Despite 2.3.9.6, in the case of the Driver Certification Program for a Class 1 driver's licence, the vehicle requirements and

Training hours set out in the B.C. Class 1 MELT Course must be met.

- 2.3.14. All elements of the Training Program that are Assessed as part of the Driver Certification Program must be taught prior to the conduct of the Assessment.
- 2.3.15. All parts of the Training Program must be completed no later than the day that the Driver Certification Program Assessment is conducted.
- 2.3.16. Time is of the essence for this section.

### **3. Instructor Qualifications**

- 3.1. A Class 1, 2, 3 and 4 instructor who delivers the Approved Course for any Driver Certification Program must:
  - 3.1.1. hold a valid B.C. driver's licence for each class of commercial driver training they conduct;
  - 3.1.2. have a minimum of three years experience in the operation of vehicles for which a Class 1, 2, 3 or 4 driver's licence is required, if exempted under Division 27 of the Motor Vehicle Act Regulations B.C. Reg. 26/58;
  - 3.1.3. have commercial driving and instructional experience that is acceptable to ICBC;
  - 3.1.4. Have a driving record that is acceptable to ICBC;
  - 3.1.5. Maintain knowledge and skills through a combination of instruction and refresher training that is acceptable to ICBC.
- 3.2. Air brake instructors must:
  - 3.2.1. hold or have held a class of valid B.C. driver's licence with an air brake endorsement;
  - 3.2.2. hold a valid air brake instructor certificate of qualification;
  - 3.2.3. In the case of an air brake instructor delivering the nine hours of theory training for an air brake endorsement to be added to a class of driver's licence that permits operation of a combination-unit vehicle equipped with air brakes, hold a Graduated Licensing

Theory designation on the air brake instructor certificate of qualification;

- 3.2.4. Have commercial driving and instructional experience that is acceptable to ICBC;
- 3.2.5. Have a driving record that is acceptable to ICBC;
- 3.2.6. Maintain knowledge and skills through a combination of instruction and refresher training that is acceptable to ICBC.

#### **4. Trainees**

- 4.1. The Facility must ensure that all Class 1, 2, 3 and 4 Trainees:
  - 4.1.1. Hold a valid B.C. driver's licence;
  - 4.1.2. Hold a valid B.C. learner driver's licence of the licence class for which they are being trained, including an air brake endorsement on the learner driver's licence, if required.
- 4.2. In addition to the requirements set out in 4.1 of this Schedule, Class 1 or 3 Trainees must have an air brake endorsement on their current driver's licence, or have completed an approved air brake course prior to taking a Class 1 or 3 Assessment.

## **Schedule B - Assessment Standards**

The Facility must meet and maintain at all times during the term of this Agreement the Assessment Standards set out in this Agreement.

### **1. Assessment Officer Qualifications**

- 1.1. Unless otherwise authorized by ICBC, each Assessment Officer must have a valid Assessment Officer certificate of qualification issued by ICBC permitting the conduct of Assessments for the category of Assessments he or she conducts.
- 1.2. All Assessment Officers must:
  - 1.2.1. Conduct a minimum of 20 assessments annually. ICBC reserves the right to waive or change this minimum where the Assessment Officer applies to ICBC in writing and provides acceptable reasons for such waiver or change;
  - 1.2.2. Maintain their knowledge, skills and abilities through a combination of Assessment activity and refresher training acceptable to ICBC.
- 1.3. Assessment Officers for Class 1 – 4 must:
  - 1.3.1. Have conducted a minimum of 500 hours of driver training in the class being applied for, including a minimum of 300 hours of practical driver training in the class of Assessment being applied for in the past two years, or have equivalent driver training or driver safety experience acceptable to ICBC.
- 1.4. Assessment Officers for air brake operation must:
  - 1.4.1. Hold an air brake endorsement on a B.C. driver's licence
  - 1.4.2. Hold a B.C. air brake instructor certificate of qualification permitting the conduct of practical and theory training, and
  - 1.4.3. Provide proof of having conducted a minimum of 100 hours of air brake training, including a minimum of 20 hours of practical air brake training within the past two years, or have air brake training experience acceptable to ICBC

### **2. Assessment Consistency**

- 2.1. Every Assessment Officer must use the standards approved by ICBC to conduct and objectively score each Assessment.
- 2.2. The Facility must maintain current Assessment procedures in a policy and procedures manual and provide the manual to all Assessment Officers.
- 2.3. Assessments must be scored and results recorded on forms provided by ICBC.

### **3. Assessments**

- 3.1. The Facility must not assess any Trainee who does not have a valid learner driver's licence for the class of driver's licence being Assessed.
- 3.2. The Facility must ensure that Assessments of Trainees are conducted using a vehicle that meets ICBC's guidelines for the class or endorsement for which the Trainee is being Assessed.
- 3.3. For Trainees being Assessed for an air brake endorsement on a driver's licence that permits operation of a single-unit air brake-equipped vehicle, the Facility must inform each Trainee that if a Trainee fails to qualify on the single-unit Air Brake Knowledge Test administered by ICBC after three attempts, the Trainee must repeat the entire theory portion of the Approved Course for air brakes.
- 3.4. The Facility may not administer more than two Assessments of the same type to an individual Trainee on the same day.
- 3.5. The Facility must retain Assessment score sheets for a period of six years, and must provide a copy to the Trainee upon request.
- 3.6. In order for ICBC to consider waiving the Road Test or air brake pre-trip requirement for a Trainee who qualifies on an Assessment, the Facility must:
  - 3.6.1. Complete the Driver Certification Form, ensuring all fields are completed, and provide the "Student Copy" and the "ICBC Copy" to the Trainee; and
  - 3.6.2. Advise the Trainee that they must present the "Student Copy" and "ICBC Copy" of the Driver Certification Form to an ICBC driver licensing office within 90 days of the date of Assessment on the Driver Certification Form, or the Trainee must:

- (a) complete a Class 1, 2, 3, or 4 Road Test, or Air Brake Test, as the case may be, with a Driver Examiner, or
  - (b) re-qualify on the Class 1, 2, 3 or 4 Assessment, or air brake Assessment, as the case may be, with an Assessment Officer at the Facility.
- 3.6.3. In the case of a single-unit air brake Driver Certification Program, advise the Trainee that the single-unit Air Brake Knowledge Test must be passed within 90 days of the date of Assessment on the Driver Certification Form.
- 3.6.4. Time is of the essence for this subsection 3.6.
- 3.7. Where a Trainee does not present the Driver Certification Form to an ICBC driver licensing office within 90 days of the date of the Assessment, the Facility may only issue the Trainee a replacement form after the Trainee has successfully qualified on a subsequent Assessment. Time is of the essence for this subsection.
- 3.8. Where a Trainee allows their Class 1, 2, 3 or 4 learner driver's licence to expire, the Facility may conduct a subsequent Assessment without requiring the Trainee to retake the Approved Course, provided the Trainee:
  - 3.8.1. First attends an ICBC driver licensing office to re-qualify for the Class 1, 2, 3 or 4 learner driver's licence, as required by ICBC; and
  - 3.8.2. Attends the Facility for a subsequent Assessment, provided that the Facility can produce a record demonstrating that the Trainee successfully completed the Approved Course previously.

## Schedule C - Curriculum Standards

### GENERAL:

The curriculum for the Facility's Training Program must include, at a minimum, the subject items, learning outcomes, and elements set out in this Schedule.

For each driver's licence class or air brake endorsement for which the Facility provides Assessments, the Facility's detailed curriculum, including time allocated to each subject and learning outcome, must be submitted to ICBC for approval.

It is recommended that the ICBC publication Driving Commercial Vehicles guide be used as a reference manual by Instructors and Trainees for Class 2, 3 and 4. The British Columbia Class 1 Mandatory Entry-Level Training Student Guide must be used as a reference manual for Instructors and Trainees for Class 1, as well as for air brake endorsement training for the single-unit air brake and combination-unit air brake training material. However, the ICBC Driving Commercial Vehicles guide is the official study manual for the ICBC single-unit Air Brake Knowledge Test and the Class 1, 2, 3 and 4 Knowledge Test.

### Section 1: Class 1 - Theory and Practical Training

A Facility that is approved by ICBC to deliver the Class 1 Driver Certification Program must include all theory and practical training hours, and all training course content, as set out in the B.C. Class 1 MELT Course.

The theory and practical assessments contained in the B.C. Class 1 MELT Course must be conducted, and do not replace the theory and practical Assessments required under the Driver Certification Program toward Certification for a Class 1 driver's licence.

### Section 2: Class 2, 3 and 4 - Theory Training

SUBJECT
Introduction to commercial vehicle operation, including: <ul style="list-style-type: none"><li>– control systems</li><li>– vehicle inspection</li><li>– introduction to basic control manoeuvres</li><li>– introduction to shifting</li><li>– introduction to backing</li></ul>

<b>SUBJECT</b>
<p>Theory of operating commercial vehicles in traffic, including:</p> <ul style="list-style-type: none"> <li>– visual search</li> <li>– communication</li> <li>– speed management</li> <li>– night operation</li> <li>– traffic laws, signs and signals</li> <li>– extreme driving situations</li> </ul>
<p>Advanced operating theory, including:</p> <ul style="list-style-type: none"> <li>– hazard perception</li> <li>– emergency manoeuvres</li> <li>– skid control and recovery</li> </ul>
<p>Vehicle maintenance theory, including:</p> <ul style="list-style-type: none"> <li>– vehicle systems</li> <li>– preventative maintenance and servicing</li> <li>– diagnosing and reporting malfunctions</li> </ul>
<p>The professional driver and the law, including:</p> <ul style="list-style-type: none"> <li>– vehicle registration and permits</li> <li>– National Safety Code</li> <li>– Weigh Scales</li> <li>– interprovincial trucking (Class 3 only)</li> <li>– interprovincial and international transport (Classes 2 and 4 only)</li> <li>– dangerous goods</li> <li>– load security</li> <li>– passenger security (Class 2 and 4 only)</li> </ul>
<p>Operation of specialized vehicles:</p> <ul style="list-style-type: none"> <li>- Operation of buses (Class 2 only)</li> <li>- Operation of trailers (Class 3)</li> </ul>
<p><b>Total Theory Training time for each driver’s licence class must be at least:</b></p> <p><b>360 minutes (6 hours)</b></p>

## Section 2: Class 2, 3 and 4 - Practical Training

SUBJECT
Orientation to commercial vehicles: <ul style="list-style-type: none"><li>• Orientation to Class 2 vehicles (Class 2 only)</li><li>• Orientation to Class 3 vehicles (Class 3 only)</li><li>• Orientation to Class 4 vehicles (Class 4 only)</li></ul>
Instrument and control familiarization
Vehicle pre-trip inspections: <ul style="list-style-type: none"><li>- Brake adjustment (Class 3, if air brake equipped)</li></ul>
Commercial vehicle operation, including: <ul style="list-style-type: none"><li>– starting combination vehicles</li><li>– moving forward at slow speed</li><li>– shifting</li><li>– stopping</li><li>– turning</li><li>– backing</li><li>– steering</li></ul>
Driving in urban traffic, including: <ul style="list-style-type: none"><li>– visual search</li><li>– speed management</li><li>– space management</li></ul>
Highway driving, including: <ul style="list-style-type: none"><li>– visual search</li><li>– speed management</li><li>– space management</li></ul>
<b>Total practical training time for Class 2 and 3 must be at least: 8 hours (480 minutes)</b>  <b>Total practical training time for Class 4 must be at least: 5 hours (300 minutes)</b>

### Section 3: Air Brake Theory and Practical Training

The total air brake theory and practical training time, which includes the Assessment time, must contain the following hours for each Trainee:

Air Brake Training	Theory Training Time	Practical Training Time	Total Driver Certification Program Hours
Single-unit air brake course  <i>Applies to a Class 2, 3, 4 or 5/7 driver's licence</i>	7 hours (420 minutes)  <i>Includes Theory Assessments</i>	4 hours (240 minutes)  <i>Includes Practical Assessments</i>	11 hours
Combination-unit air brake course  <i>Applies to a Class 1 driver's licence</i>	9 hours (540 minutes)  <i>Includes Theory Assessments</i>	6.5 hours (390 minutes)  <i>Includes Practical Assessments</i>	15.5 hours

Training provided to Trainees for an air brake endorsement on a class of driver's licence that permits operation of a single-unit air brake-equipped vehicle or combination-unit air brake-equipped vehicle must include the learning outcomes below. These learning outcomes are taken from Module 10 - Air Brakes, of the B.C. Class 1 MELT Course.

#### LEARNING OUTCOME:

##### **Operates air brake equipped vehicles safely and in compliance with the applicable regulations**

- Explains the role and importance of air brake safety regulations and potential Driver safety hazards related to air brakes.
- Explains the basic operating principles of air brakes, including an air-over-Hydraulic brake system.

- Describes operation of supply sub-system.
- Describes operation of service brake sub-system.
- Describes operation of trailer sub-system and related components.
- Explains the basic function of foundation brakes and related components.
- Explains the effect of speed and weight on vehicle braking.
- Describes effect of brake adjustment on vehicle braking ability.
- Describes conditions such as brake fade, brake lag, and overheated brakes.
- Identifies common brake types and recognizes many of the components.
- Explains the function and condition of air tank drain valves.

#### **LEARNING OUTCOME:**

#### **Conducts pre-trip and en route air brake inspections and identifies any minor or major defects**

- Identifies tools and supplies needed to conduct the pre-trip.
- Explains how to identify damaged, missing or malfunctioning foundation brake components.
- Explains how to identify cracked, loose, missing or contaminated brake lining, improper drum contact, or lining that is less than the required thickness.
- Explains how to identify overheated brake drums.
- Explains how to identify any audible air leaks and visible evidence of cracks and non-manufactured holes in brake chambers.
- Explains how to identify mismatched brake chamber size and/or slack adjuster length on steering axles.

- Explains how to identify cracked and/or broken brake drums or rotors.
- Explains how to identify leaks, damage, deterioration and improper fittings on readily visible brake hoses and air lines.
- Explains how to identify insecure air compressor mounts, brackets or fastener and fluid leaks.
- Explains what to check on the air system during an en route “brake check” inspection.
- Secures the vehicle for the pre-trip inspection.
- Inspects all air brake system components for visible damage.
- Describes correct response to brake system defects.
- Identifies and locates supply tank(s).
- Identifies if air tanks are securely mounted.
- Measures air pressure build-up time.
- Identifies air compressor governor cut-out and cut-in pressure.
- Tests for air loss in the system.
- Tests the low air pressure warning device, both audible and visual.
- Tests function of service brakes on tractor (foot valve).
- Tests function of spring (parking/emergency) brakes.

**For combination-unit air brake training, the following are also required:**

- Checks glad hand security and connection.
- Tests the tractor protection valve.
- Tests function of service brakes on the trailer (hand valve).
- Tests automatic application of the trailer spring (parking/emergency) brakes.

**LEARNING OUTCOME:**

**Check and adjust air brake pushrod travel**

- Explains why air brake adjustment needs to be checked regularly.
- Differentiates between manual and automatic slack adjusters.
- Explains the advantage of automatic slack adjusters.
- Differentiates between different brake chamber types.
- Measures brake pushrod travel accurately using both the applied stroke and hand pull (pry) method.
- Identifies when pushrod stroke is longer than the prescribed limit based on chamber type.
- Adjusts brake pushrod travel correctly based on the brake chamber type.

## **Schedule D – MELT Course Agreement**

The MELT Course Agreement is available here:

<https://www.icbc.com/partners/driver-training/Documents/melt-agreement.pdf>