

**MEMORANDUM OF SETTLEMENT DATED JULY 30, 2023**

**BETWEEN**

**BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION  
(Hereinafter referred to as the "BCMEA")**

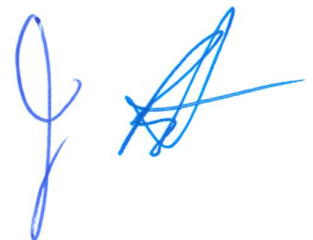
**AND**

**INTERNATIONAL LONGSHORE AND WAREHOUSE UNION – CANADA  
(Hereinafter referred to as the "UNION")**

**Collectively referred to as the "Parties"**

The Parties agree that the Collective Agreement that expired on March 31, 2023 will be amended as set out in the documents attached to this MOA. Unless otherwise specified herein, the terms of the expired Collective Agreement will remain as is in the new Collective Agreement. Furthermore, unless otherwise specified, such amendments shall be effective the date of ratification of the Collective Agreement.

The Parties further agree that the provided documents are tentatively agreed to subject to the subsequent ratification by the parties respective principals. It is agreed that these ratification votes will be completed no later than Friday August 4, 2023.

Two blue ink signatures are present at the bottom right of the page. The first signature is a stylized, cursive 'J' or 'G'. The second signature is a more complex, scribbled signature.

## **TERM OF THE COLLECTIVE AGREEMENT**

From April 1, 2023, to and including March 31, 2027.

### **ARTICLE 4 – DISCIPLINE**

See attached letter of understanding.

### **ARTICLE 8 – TRAINING**

The Parties agree to add a New Paragraph 3 to Article 8 as follows:

The Employer and/or the Association shall provide appropriate training to Journeyman Tradesperson (see Schedule 4 – Definitions) on how to perform Regular Maintenance Work (see Article 26.01 (9)) within the scope of their trade on new equipment and existing equipment.

### **ARTICLE 10 – RECOGNIZED HOLIDAYS**

The parties have agreed to add Family Day & National Day for Truth and Reconciliation as a recognized holiday, and accordingly increase the cap from 12 to 13 “general holidays”. Any additional holidays legislated by either the Federal or Provincial Government will not be considered as Recognized Holidays during the Term of the Collective Agreement.

#### **ARTICLE 10.01 (7) – RECOGNIZED HOLIDAYS**

The parties agree to include days in which an employee receives “Employment Insurance Disability” for the purposes of determining eligibility for Recognized Holiday Pay.

#### **ARTICLE 11.01– VACATIONS WITH PAY**

The Parties agree to include absences for “Maternity or Paternity leave” for the purposes of determining credited vacation entitlements under article 11.01.

### **ARTICLE 12 – WELFARE**

Increase BCMEA contributions to the Welfare Plan by an additional ten cents (\$.10) per hour in each year of the renewed Collective Agreement.

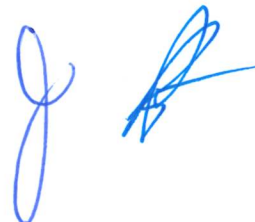
### **ARTICLE 13 – PENSIONS**

The parties agree to recommend to their respective trustees that they explore whether the pension benefit for active employees could be increased to one hundred and eighty dollars (\$180.00) per year of service by January 1, 2024 and to two hundred dollars (\$200) per year of service by January 1, 2026 without any additional cost (in the form of increased employer contributions) to the employer.

### **ARTICLE 14 – AUTOMATION PROTECTION PROVISIONS**

Increased M&M payments as follows:

Effective April 1, 2023      **\$86,250** (\$5000 increase)



Effective April 1, 2024	\$91,250 (\$5000 increase)
Effective April 1, 2025	\$93,750 (\$2,500 increase)
Effective April 1, 2026	\$96,250 (\$2,500 increase)

The parties agree there shall be no qualifier to complete at least five (5) consecutive years of credited service or regular employment under the Collective Agreement immediately prior to application for retirement after twenty-five (25) years of service.

#### **ARTICLE 16 – WAGES - GENERAL**

The hourly increase for employees covered by this Agreement shall be as follows:

Effective April 1, 2023 (5%) **\$50.64** per hour on the straight time base rate  
Effective April 1, 2024 (5%) **\$53.17** per hour on the straight time base rate  
Effective April 1, 2025 (4%) **\$55.30** per hour on the straight time base rate  
Effective April 1, 2026 (4%) **\$57.51** per hour on the straight time base rate

All other wage rates based on STBR shall be adjusted in accordance with existing formulas in the Collective Agreement.

#### **SIGNING BONUS**

A signing bonus of one dollar and forty-eight cents (\$1.48) per hour worked between January 1, 2022, and December 31, 2022, to be paid to each employee.

This allowance shall be paid within 30 days of ratification.

#### **ARTICLE 22 – TRANSPORTATION AND TRAVELLING TIME**

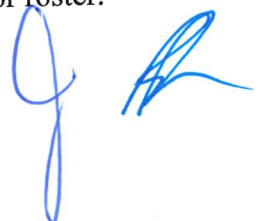
The parties agree to continue to adhere to current practices regarding Living Out Allowance.

#### **BLACK BOOK 20 – DAYLIGHT SAVING – TIME CHANGES**

The parties have agreed to amend the language of Black Book #20 to replace any reference to “retarded” with “turned back”

#### **BLACK BOOK 27A – INDUSTRY ARBITRATORS**

The Parties have agreed to complete their agreed-to-trial of Arbitrators Randy Noonan and Jacquie de Aguayo. After receipt of their respective decisions on all currently scheduled arbitrations, the Parties will decide whether to add one or more of them to the Industry Arbitrator roster.



**BLACK BOOK 66 – VACATIONS AND VACATION PAY**

The parties agree to change the minimum number of scheduled vacation days under point six (6) of Black Book #66 from one (1) week to four (4) days.

**BLACK BOOK 101 – DEFINITION OF “ABSENT FROM THE WATERFRONT INDUSTRY”** Add: GCT Canada Head Office (Planners), Tidewater Container Services Inc.

Employees.

**NEW BLACK BOOK 105A**

The parties agree to insert the parties signed MOU on Fentanyl as Black Book 105A.

**GENDER SPECIFIC LANGUAGE**

The parties agree to revise collective agreement to make it gender neutral in all locations other than those that are intentionally specific to gender.

**ADDENDA 5.2 – MATERNITY/PARENTAL LEAVE**

The parties agree that Casual employees who receive pre-approved leave in accordance with the foregoing will receive credited time equivalent to the average hours of their board during the term of their leave or pregnancy related work accommodation; and

Casual employees who receive a pre-approved leave in accordance with the foregoing will be entitled to maintain their Despatch Board position during the term of their leave. The casual employees will also maintain their eligibility and seniority upon the occasion that a board move happens during their leave and will retain eligibility for all missed training opportunities upon their return to work.

**ADDENDA 6.1– MATERNITY/PARENTAL LEAVE SUPPLEMENTARY BENEFIT PLAN**

The parties agree to remove the 1 year service requirement under eligibility requirements found in 6 (c).

**ADDENDA 6.3 (C) – ADDITIONAL REQUIREMENTS (C) “HEALTH AND BENEFIT PLAN”**

The parties have agreed to the removal of Addenda 6.3 (c).

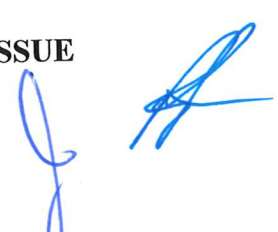
**NEW ADDENDUM 2, GENDER TRANSITION**

The parties agree to direct the Health and Welfare Plan trustees to include this benefit in the Plan.

**LETTER OF RENEWAL OF THE FIRST AID PRACTICES**

The parties agree to the renewal of attached document entitled Letter on Renewal of the First Aid Practices currently in effect dated March 20, 2018.

**LETTER OF RENEWAL OF FRASER SURREY DOCKS – BOATMAN ISSUE**



## **LETTER OF RENEWAL OF RTG PRACTICE AT VANTERM AND P&O PORTS**

## **LETTER OF RENEWAL OF AGRICULTURAL BULK OPERATIONS AT FRASER SURREY DOCKS**

## **LETTER OF RENEWAL ON AUTOMATIC RELEASE HEADS ON LOG LOADING OPERATIONS**

## **FOREPERSON TRAINING PROGRAM**

The Association will provide the following letter post-bargaining to ILWU Canada:

*The Association and ILWU-Canada have identified potential industry benefits in providing current ILWU longshore workers with appropriate preparatory training to take on future Foreperson roles, and to fill shortages where needed.*

*Accordingly, the Association and ILWU-Canada commit to exploring in consultation with ILWU Local 514 the creation of a Foreperson development program for longshore employees. In addition, it is an opportunity to discuss and consider how diversity, equity and inclusion factors could apply to such a program.*

## **LOCAL 502/GCT NOTICE LETTERS**

### **1. Call Backs:**

GCT commits to provide Local 502, on a shift by shift basis, the Operations Sheet identifying employees called back to Deltaport Operations.

### **2. Maintenance Extensions:**

GCT commits to pay Day Shift, Monday to Saturday, maintenance employees extending four (4) hours to cover an afternoon shift shortage the rate as per 21.04, shift extensions – more than one hour.

## **A-BOARD BENEFITS FOR TRADES**

The parties agree to sign an MOA which includes the following:

The parties agree to provide A -Level benefits coverage for casual trades persons on the B board and below provided the person meets the eligibility requirements.

## **TOOL ALLOWANCE**

The parties agree to sign an MOA which includes the following:

1. All newly registered journey person trades as defined in Schedule 4, Paragraph 18, will receive a one-time payment of ten (10) times the current straight time hourly base rate upon working 500 industry hours.



2. Existing (i.e. active of date of ratification) journey person trades as defined in Schedule 4, Paragraph 18, will receive a one-time payment of ten (10) times the current straight time hourly base rate upon working 500 industry hours.
3. Any apprentice (existing or future) that receives, or has already received, \$500 tool allowance under Black Book #2 "Industry Apprenticeship Agreement" will not be eligible for the tool allowance as outlined in paragraphs (1) and (2) above.

  
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*Kendra Fitley*

FOR ILWU - CANADA

*[Signature]*

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*Pat Balen*

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*July 30/23*

DATE

July 30, 2023

**HAND DELIVERED**

ILWU Canada  
180 - 111 Victoria Drive Vancouver, BC  
V5L 4C4

Attention: Rob Ashton  
President

Dear Sir(s):

**Re: Letter of Understanding: Application of Article 4.10 & 4.11 to Local 505, 508 & 519**

The Association and ILWU-Canada have identified that Article 4.10 & Article 4.11 have the potential to pose a greater impact on limiting work opportunities in some locals.

Accordingly, notwithstanding the Parties respective positions on the interpretation and application of Article 4.10 and Article 4.11, the Association and ILWU-Canada agree on a without prejudice basis that where a penalty is imposed by the Association or the Employer, and the Union grieves such penalty, ILWU Employees working out of Locals 505, 508, and 519, shall serve the penalty imposed. Once the penalty is served, the employee shall be allowed to work for the employer that brought about that complaint pending the disposition of their grievance.

Yours truly,

**BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION**



Jack Vogt  
Vice President, Labour Relations, Dispatch & Security

