



October 30, 2024

BY EMAIL & HAND DELIVERED

ILWU Local 514
4045 1st Avenue
Burnaby, BC, V5C 4P3

Attention: Mr. Frank Morena, Local 514 President

Dear Mr. Morena:

**Re: BCMEA's Final Offer: an effort to reach a concluded settlement
for the benefit of both Parties and Canadians**

Negotiations between our parties -- the ILWU Local 514 Ship and Dock Foremen (ILWU Local 514) and the BC Maritime Employers Association (BCMEA) -- have been ongoing for nearly two years. This prolonged bargaining process with multiple strike votes and an attempted strike in July 2024 has undermined confidence in West Coast port operations.

The attached offer represents the BCMEA's sincere commitment to concluding negotiations in a manner that serves the best interests of both Parties and Canadians alike. It provides a fair agreement without requiring concessions from ILWU Local 514 and covers all matters remaining in dispute.

The drawn-out negotiations have required the CIRB to intervene on three occasions to address ILWU Local 514's conduct. Most recently, the CIRB found that the Union did not bargain in good faith through your tabling of a late demand related to staffing levels at DP World Centerm.

After receiving the CIRB's most recent decision, the BCMEA has continued to engage in good faith negotiations with the assistance of the Federal Mediation and Conciliation Service (FMCS).

The biggest disappointment is that ILWU Local 514 has come to mediation at FMCS, at this late stage of bargaining, with proposals and positions that go backwards, and thus further from an agreed upon collective agreement.



After prolonged bargaining, threatened strikes, and illegal conduct by the Union, and with talks now going backwards, not forwards, the BCMEA believes it is now time to reach an agreement in an expedited manner. In order to find a resolution to the Parties' impasse, please find our final offer attached to this letter, **which covers all matters remaining in dispute.**

This offer is modelled on the four-year collective agreement with ILWU-Canada Longshore locals that was achieved in August 2023 after a month of instability that was costly for Canada's supply chain and longshore workforce alike. As such, this offer is comprehensive and reflective of those hard-earned terms, and inclusive of specific additional elements catered to the needs of ILWU Local 514 members.

The BCMEA has been clear in negotiations that its members were willing to align the Local 514 agreement similar to the ILWU Canada Longshore agreement and presented proposals that were in keeping with historic bargaining practices, while being transparent that aspects could change if negotiations dragged on and the economic or inflationary landscape continued to shift. Some of these elements include:

- retroactivity on wages.
- maintenance of the 4/3rd's wage relationship between the forepersons and longshore workers.
- improvement in welfare and other benefits.
- a signing bonus to all Local 514 members.

Given the reputational impacts of the 2023 longshore strike, the BCMEA has consistently prioritized seeking a fair and expedited agreement with ILWU Local 514. To that end, this final offer seeks no contract concessions from the Union.

The BCMEA's final offer to the Union represents our best effort to settle the dispute and move forward with an agreement that recognizes the skills and efforts of 730 hardworking forepersons and their families, while also ensuring Canada's West Coast ports remain reliable and stable for the many customers and supply chain partners who conduct business here.

We are including in this final offer the signing bonus and 4/3rd's formula as it follows the Longshore agreement. However, please understand, if the attached final offer is rejected by the ILWU Local 514 bargaining committee and/or not ratified by the ILWU Local 514 membership, then any subsequent offer made by the BCMEA on behalf of its members will no longer include the signing bonus, and the 4/3rd's



formula will be removed from the wage offer and replaced with numbers near current inflation in years three and four of the agreement at 2% and 2% respectively.

Please note, subject to the date of acceptance and upon receiving written confirmation immediately following ratification, the BCMEA will agree to accelerate and pay retroactivity and the signing bonus in full to each member by mid-December. The BCMEA's final offer is open for acceptance until withdrawn.

The BCMEA truly believes this final offer can help both Parties conclude negotiations in a manner that serves the best interest of workers, the Union, employers, our West Coast ports and ultimately, Canadians.

Yours truly,

A handwritten signature in blue ink, appearing to read "Mike Leonard".

Mike Leonard
President & CEO, British Columbia Maritime Employers Association

Cc: BCMEA Board of Directors
Peter Simpson, Director General, FMCS
Paul Moen, Chief of Staff to the Minister of Labour and Seniors

Encl. BCMEA Final Offer, October 30, 2024

MEMORANDUM OF AGREEMENT (“MOA”)

BETWEEN

**The Companies Collectively Known as the
BRITISH COLUMBIA MARITIME EMPLOYERS ASSOCIATION**

(Hereinafter referred to as the “BCMEA”)

AND

**INTERNATIONAL LONGSHORE AND WAREHOUSE UNION SHIP AND DOCK
FOREMEN LOCAL 514**

(Hereinafter referred to as the “UNION”)

Collectively referred to as the “Parties”

.....
This MOA is presented by BCMEA for the purposes of resolving collective bargaining for the renewal of the Collective Agreement that expired on March 31, 2023. If this MOA is not accepted, all of BCMEA’s proposals since the exchange of bargaining proposals on May 26, 2023 will remain live for discussion, except as agreed by the parties.
.....

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

The summaries of the amendments contained in this MOA are either for description only, or the specific language of the agreed-to amendments to the expired Collective Agreement are referenced or contained in attached documents.

The Association’s proposals included in this MOA may be reduced or amended in the future if this proposal is not acceptable to the Union.

The Union and BCMEA bargaining committees will recommend the terms of this MOA to their respective principles for ratification, and will issue a joint communication to that effect. In the interest of expediency, the ratification votes will occur as soon as possible.

FOREMEN

1. TERM OF THE COLLECTIVE AGREEMENT

The term of the Parties' renewed Collective Agreement will be from April 1, 2023 to and including March 31, 2027.

2. ARTICLE 7 GRIEVANCE PROCEDURE

The Parties agree to amend the list of arbitrators in Article 7(f)(v) as follows:

1. *Chris Sullivan*
2. *Ken Saunders*
3. *Julie Nichols*
4. *John Hall*
5. *Randy Noonan*

3. ARTICLE 15 – AGREE TO RENAME TO “STATUTORY LEAVE” AS TITLE

The parties agree to add the following language at the beginning of the Article:

Unless a greater entitlement is set out below, the rules and obligations set out in the Canada Labour Code regarding leaves of absence and jury duty will apply to Employees. For clarity, there shall be no stacking of leave entitlements set out in this agreement and the Canada Labour Code.

All other text remains unchanged.

4. ARTICLE 20 – RECOGNIZED HOLIDAYS

The Parties agree to amend Article 20(a) as shown below ... all remaining language is unchanged.

1. *New Year's Day*
2. *Good Friday*
3. *Easter Monday*
4. *Victoria Day*
5. *Canada Day*
6. *British Columbia Day*
7. *Labour Day*
8. *Thanksgiving Day*
9. *Remembrance Day*
10. *Christmas Day*
11. *Boxing Day*
12. *Recognized Holiday Family Day*
13. *National Day for Truth and Reconciliation*

The parties have agreed to add a twelfth recognized holiday as agreed to in the BCMEA—ILWU Canada Collective Agreement effective 2020.

...

5. ARTICLE 21 – HOURS OF WORK AND RATES OF PAY

The hourly increase for employees covered by this Agreement shall be reflected in the following Straight Time Base Rate (STBR), as follows:

Effective April 01, 2023 – \$67.52 straight time base rate (increase of 5%)

Effective April 01, 2024 – \$70.89 straight time base rate (increase of 5%)

Effective April 01, 2025 – \$73.73 straight time base rate (increase of 4%)

Effective April 01, 2026 – \$76.68 straight time base rate (increase of 4%)

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

6. ARTICLE 21 – HOURS OF WORK AND RATES OF PAY

The Parties agree to amend Article 21(8) Meal Allowance to increase the allowance to \$25 ... all remaining language is unchanged:

A Foreman shall be paid one meal allowance of:

~~\$17.00~~ \$25.00 effective July 13th, 1995 date of ratification.

7. ARTICLE 23 – FRINGE BENEFITS

The Employer contribution to the Welfare plan will increase in each year of the agreement by ten cents (\$0.10):

Effective April 01, 2023 – \$4.12/hour

Effective April 01, 2024 – \$4.22/hour

Effective April 01, 2025 – \$4.32/hour

Effective April 01, 2026 – \$4.42/hour

8. ARTICLE 24 – TRANSPORTATION AND TRAVELLING TIME

Each meal allowance is increased per below. ... all remaining language is unchanged:

Effective ~~July 13, 1995~~ date of ratification:

Midnight to 11 a.m.	\$12.00 ——— \$20.00
11:00 a.m. to 4:00 p.m.	\$14.00 ——— \$22.00
4:00 p.m. to Midnight	\$22.00 ——— \$30.00

9. SIGNING BONUS

A signing bonus of one dollar and ninety-seven cents (\$1.97) per hour worked between January 1, 2022, and December 31, 2022, to be paid to each employee.

10. AUTOMATION PROTECTION PROVISIONS

Increase M&M payments as follows:

Effective April 1, 2023 - \$93,750 to \$98,750 (increase of \$5,000)

Effective April 1, 2024 - \$98,750 to \$103,750 (increase of \$5,000)

Effective April 1, 2025 - \$103,750 to \$106,250 (increase of \$2,500)

Effective April 1, 2026 - \$106,250 to \$108,750 (increase of \$2,500)

Upon written notice, an employee will have the right to have 50% of the retirement payment paid out in calendar year following the year of retirement.

Article 28 is amended to eliminate the outdated age 62 retirement and to correct a typo in the prior version, so that it reads as follows:

In recognition of the waiver of sections 52, 54, and 55 of Part I of the Canada Labour Code, the Parties agree to enter into the Retirement Allowance Agreement included in this agreement after Article 29.

11. NOTICES

Industry Article 21.8 – Meal Allowance

The BCMEA issues notice to terminate all practices related to meal allowances, and the employer will follow the strict terms of Article 21.8.

12. HOUSEKEEPING: Collective Agreement acronyms and numbering conventions

The Parties agree to make housekeeping changes to ensure acronyms and numbering conventions are consistent in the collective agreement. For clarity, as an example, update “one half-times (1 1/2 X)” to “one and one-half times”, and “2 x S.T.” to “two times (2x) S.T.”.

13. HOUSEKEEPING: CORPORATE NAME CHANGES

The Parties agree to amend page ii of the Collective Agreement (the list of Companies collectively known as the British Columbia Maritime Employers Association) as follows, and amend the names accordingly throughout the Collective Agreement:

BETWEEN:

The Companies collectively known as the British Columbia Maritime Employers Association.

ASSOCIATED STEVEDORING CO. LTD.

CERES TERMINALS CANADA ULC

DP WORLD (CANADA) INC.

DP WORLD PRINCE RUPERT INC.

DP WORLD FRASER SURREY INC.

DP WORLD NANAIMO INC.

EMPIRE GRAIN STEVEDORING LTD.

FIBRECO EXPORT INC.

NEPTUNE BULK TERMINALS (CANADA) LTD.

PACIFIC COAST TERMINALS CO. LTD.

PKM CANADA MARINE TERMINAL LIMITED PARTNERSHIP

PINNACLE RENEWABLE ENERGY INC.

SQUAMISH TERMINALS LTD.

GCT CANADA LIMITED PARTNERSHIP

VITERRA INC.

WESTERN STEVEDORING COMPANY LIMITED

As represented by their joint bargaining Agent British Columbia Maritime Employers Association

AND:

International Longshore and Warehouse Union Ship and Dock Foremen Local 514

14. MAIN INDUSTRY SIDE LETTERS

1. Memorandum which includes Vancouver Shipping Agencies Ltd. And Kinder Morgan Canada Terminals ULC; (Nov 8, 2019)	DELETE
2. Memorandum which includes Empire International Stevedores Ltd. [TSI] and Empire Stevedoring Company Limited; (December 2, 2019)	DELETE
3. Recognized Holidays - Definition of Active Payroll; (Nov 12, 2019)	RE-SIGN
4. Western Stevedoring Company Ltd. And Local 514 Agreement regarding Cowichan Bay Gear Locker; (Dec 2, 2019)	RE-SIGN
5. Western Stevedoring Company Ltd. And Local 514 Memorandum of Agreement regarding dock manning for Nanaimo Assembly Wharf and Duke Point (December 2, 2019)	AMEND and RE-SIGN
6. Article 2E, Elevating Lead Hands; (November 12, 2019)	RE-SIGN
7. Paid Tuition for trades Foremen going to school to upgrade; (Nov 12, 2019)	DELETE
8. Neptune Bulk Terminals (Canada) Ltd. Document regarding stores supervision guidelines; (March 30, 2021)	RE-SIGN
9. Western Stevedoring Company Ltd. Re: Cruise Ships (May 2, 2023)	RE-SIGN
10. Memorandum of Agreement Re: Approved Leave	RE-SIGN

(Book-Offs) (Nov 12, 2019)	
11. Memorandum of Agreement Re: Late Orders Grain (Nov 12, 2019)	RE-SIGN
12. Letter of Agreement Re: Gainshare (Nov 12, 2019)	RE-SIGN
13. Forest Products Manning (Nov 12, 2019)	RE-SIGN
14. Travelling time from Port Alberni to Prince Rupert; (Nov 12, 2019)	RE-SIGN
15. Interchange of Pool Foremen Memorandum which includes Western Stevedoring Company Limited and Associated Stevedoring Company Ltd. (Nov 12, 2019)	RE-SIGN
16. Article 12 C140/C141 (Nov 12, 2019)	RE-SIGN
17. Boot Allowance (Nov 12, 2019)	AMEND to \$200.00 every 2 years and RE-SIGN
18. Member Company Despatch/ Charging/ Guarantee (Nov 12, 2019)	RE-SIGN
19. Memorandum Re: Grain Operations (Nov 12, 2019)	RE-SIGN
20. Letter Re: Service Group Orientation (Nov 12, 2019)	RE-SIGN
21. Letter Re: Layover (Nov 12, 2019)	RE-SIGN
22. Article 17 - Union Activity (Nov 12, 2019)	RE-SIGN
23. Article 5 Access to Personnel Files (Nov 12, 2019)	RE-SIGN
24. WFWP benefits for working past 65 (Nov 12, 2019)	DELETE

25. MOU Excess Pension Contributions (Nov 12, 2019)	RE-SIGN
26. LOU – Supplemental List of Arbitrators, Termination Grievance (Nov 12, 2019)	AMEND and RE-SIGN with the following Supplemental List of Arbitrators: <ol style="list-style-type: none"> 1. Jacquie De Aguayo 2. Amanda Rogers 3. Corinn Bell 4. Robert Pekeles 5. Rick Coleman
27. Industry Drug and Alcohol Policy (March 22, 2019)	RE-SIGN

APPENDIX 2 Supplemental Agreement Between GCT Canada Limited Partnership (“GCT”) and ILWU Ship and Dock Foremen Local 514 (“ILWU Local 514”).

The terms of this tentative agreement will revise the Supplemental Agreement that had a term of April 1, 2018 to March 31, 2023. Additionally, unless otherwise specified herein, all other terms of that Supplemental Agreement including side letters not modified by this tentative agreement will remain as is in the new Supplemental Agreement.

TERM

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

ARTICLE 2 – SCOPE AND RECOGNITION

Add content from Scope and Recognition Side Letter into Appendix 2:

NEW ARTICLE 2(c):

(c) The COMPANY agrees that dispatching of Foremen and the Longshore workforce by a person other than a Despatcher covered by this Appendix shall not be for the purpose of denying work to a Despatcher.

ARTICLE 7 GRIEVANCE PROCEDURE

The Parties agree to amend the list of arbitrators in Article 7(v) as follows:

*Chris Sullivan
Ken Saunders
Julie Nichols
John Hall
Randy Noonan*

ARTICLE 7 – SUNSET CLAUSE

The parties agree to revise the sunset clause for discipline, to read as follows:

In determining penalties, neither the Parties nor the Arbitrator shall consider suspensions which predate by three (3) years or more the date of the current offence, and shall not consider other forms of discipline which predate by 2 (two) years or more the date of the current offence.

ARTICLE 12 – EARNINGS AND OVERTIME HOURS REPORTING

Replace “on disc (CD-R)” with “electronically”.

ARTICLE 15 – AGREE TO RENAME TO STATUTORY LEAVE AS TITLE

The parties agree to add the following language at the beginning of the Article:

Unless a greater entitlement is set out below, the rules and obligations set out in the Canada Labour Code regarding leaves of absence and jury duty will apply to Employees. For clarity, there shall be no stacking of leave entitlements set out in this Appendix and the Canada Labour Code.

All other text remains unchanged.

ARTICLE 20(a) – RECOGNIZED HOLIDAYS

The Parties agree to amend Article 20(a) as shown below ... all remaining language is unchanged

1. *New Year's Day*
2. *Good Friday*
3. *Easter Monday*
4. *Victoria Day*
5. *Canada Day*
6. *British Columbia Day*
7. *Labour Day*
8. *Thanksgiving Day*
9. *Remembrance Day*
10. *Christmas Day*
11. *Boxing Day*
12. ~~*Recognized Holiday Family Day*~~
13. ~~*National Day for Truth and Reconciliation*~~

~~*The parties have agreed to add a twelfth recognized holiday as agreed to in the BCMEA – ILWU Canada Collective Agreement effective 2020.*~~

...

ARTICLE 20(f) – RECOGNIZED HOLIDAYS

Article 20(f) is amended to allow for Despatchers working December 24th or 31st to be paid the full shift if they are only required to work until noon and if they are required to work past noon they will be paid the difference between the regular pay and two (2) times the rate of pay (four (4) additional hours only):

- (f) Normal work shall cease at 12 noon on December 24th and December 31st. Where required to work beyond 12 noon, the Despatcher will receive a minimum of an additional four (4) hour guarantee at their regular rate of pay. No work shall be performed on New Year's Day, Labour Day or Christmas Day, except in case of an emergency involving safety of a vessel, life or property and to ensure operations may proceed on the day immediately following one of the

non-working holidays. On all other Recognized Holidays, three shifts may be worked. The COMPANY will have until 6 am the day of work to declare that they intend to work the extension.

ARTICLE 21

Increase salaries as follows:

- April 1, 2023 5%
- April 1, 2024 5%
- April 1, 2025 4%
- April 1, 2026 4%

ARTICLE 23 – Fringe benefits

Increase post retirement benefits as follows:

- April 1, 2023 5%
- April 1, 2024 5%
- April 1, 2025 4%
- April 1, 2026 4%

Side Letters

1. Boot Allowance (Nov 12, 2019)	AMEND to \$200.00 every 2 years and RE-SIGN
2. Letter of Understanding, Entry Level Dispatcher(s) (December 2, 2019)	RE-SIGN
3. MOA regarding Despatcher Scope and Recognition (Dec 2, 2019).	RE-SIGN
4. Letter of Understanding, Despatcher Seniority (Dec 2, 2019)	RE-SIGN
5. Letter of Understanding, Despatcher Vacation Entitlement (Dec 2, 2019)	RE-SIGN
6. GCT Despatchers shift Coverage (October 29, 2019)	RE-SIGN
7. Appendix 2, meaning of “on the Active Payroll” (Nov 12, 2019)	RE-SIGN
8. Despatcher, Access to Personnel Files (Nov 12, 2019)	RE-SIGN

APPENDIX 2 – DP World entities – framework for settlement

The terms of this tentative agreement will revise the Supplemental Agreement that had a term of April 1, 2018 to March 31, 2023. Additionally, unless otherwise specified herein, all other terms of that Supplemental Agreement including side letters not modified by this tentative agreement will remain as is in the new Supplemental Agreement.

1. DP World (Canada) Inc.

Renew Appendix 2, with revisions as follows:

TERM

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

ARTICLE 4(a) Job Posting and Recruitment [Housekeeping]

The Parties agree to amend Article 4(a) to remove typo “B” at outset of paragraph.

ARTICLE 7 GRIEVANCE PROCEDURE

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~~*The parties have agreed to add a twelfth recognized holiday as agreed to in the BCMEA – ILWU Canada Collective Agreement effective 2020.*~~

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- April 1, 2026 4%

ARTICLE 23 – Fringe benefits

Increase post retirement benefits as follows:

- April 1, 2023 5%
- April 1, 2024 5%
- April 1, 2025 4%
- April 1, 2026 4%

Side Letters

1. Letter "Active Payroll" meaning (January 26, 2012)	RE-SIGN
2. Despatcher and Ship Planner Seniority (January 26, 2012)	RE-SIGN
3. Letter: Boot Allowance (January 26, 2012)	AMEND to \$200.00 every 2 years and RE-SIGN
4. Ship Planners and Despatchers Re: Earnings and Overtime (January 26, 2012)	RE-SIGN
5. Development of Despatcher Monthly Schedules (January 26, 2012)	RE-SIGN
6. Article 5 Access to Personnel Files (January 26, 2012)	RE-SIGN

2. DP World Fraser Surrey Inc.

New Appendix 2 for DP World Fraser Surrey Inc. – Dispatchers only – based off DP World (Canada) Inc. Appendix 2 as revised above, with revisions as necessary or as follows:

- 40 hours of work per week – hours of work can be averaged
- Pay prorated to reflect increased work hours/week relative to DP World (Canada) Inc.