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THIS 7th DAY OF J

BETWEEN

GREAT LAKES PILOTAGE AUTHORITY, LTD.

AND

**CORPORATION OF
PROFESSIONAL GREAT LAKE PILOTS**

AND

CANADIAN HAN SERVICE GUILD

APRIL 1, 1996 - MARCH 31, 1999

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ARTICLE 1 PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement **is** to maintain a harmonious and mutually beneficial relationship between the Authority, the pilots and the Corporation, to set forth certain terms and conditions of employment relating to remuneration, benefits and general working conditions affecting the pilots covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the pilots.

1.02 The parties recognize that:

- (a) An efficient pilotage service is the most effective means of achieving safety of navigation and the safe and speedy movement of ships;
- (b) Pilotage requires specialized knowledge of navigation in confined waters and local knowledge of the waters of the district including the channels, currents, **the** depths of waters, the anchorages and **aids** to navigation.

- (c) The participation of the Corporation and its members is essential to the achievement of the objectives of the Authority;
- (d) For the **purpose** of the Agreement, **and** in accordance with Section 9 of the Pilotage Act, pilots are employees of the Authority.

ARTICLE 2 DEFINITIONS AND INTERPRETATIONS

2.01 For the purpose of this Agreement,

- (a) "assignment" means a dispatch to a vessel for the purpose of carrying out pilotage duties in a defined pilotage area and for which a distinct pilot source form is required to be completed for each area;
- (b) "Authorized representative of the Corporation" means a person designated by the Corporation to represent it for the purpose of this Agreement **or** to represent an aggrieved pilot in the processing of a grievance;
- (c) "continuous employment" means employment in **the** service of the

Authority and the Public Service of Canada without interruption during consecutive seasons;

- (d) "Corporation" means Corporation of Professional Great Lakes Pilots;
- (e) "daily rate of pay" means a pilot's monthly rate of pay divided by twenty-two;
- (f) "day" means a calendar day unless otherwise stated;
- (g) "employer" means the Great Lakes Pilotage Authority, Ltd.,
- (h) "CMPA" means the Canadian Marina Pilots Association, a member group of the Canadian Merchant Service Guild hereinafter called the Guild;
- (i) "grievance" means a complaint in writing presented by a pilot or his own behalf or on behalf of himself and one or more other pilots;

- (j) "leave of absence" means permission granted by the Authority to be absent from duty;
- (k) "membership dues" means those dues established pursuant to the constitution of the Corporation but shall not include any initiation fee, insurance premium or special levy;
- (l) "navigation season" shall mean, in any given year, that period of time between **the** starting date of the first assignment in District 2, but not earlier than forty-eight **(48)** hours before the passing of the first commercial vessel in the Montreal-Lake Ontario sector of the St. Lawrence Seaway, to a vessel which is required under the Regulations to be under the conduct of a pilot, until the end of the day on which is completed the normal rest following the last assignment in District 2 to a **vessel** required under the Regulations to be under the conduct of a pilot, provided that if such last assignment is upbound, such assignment order time is not later than forty-eight **(48)** hours after the order time of the last

downbound assignment (in the event of a conflict between this provision and Article 11.04(b), Article 11.04(b) shall prevail).

- (m) "**pilot**" means a licensed pilot as defined by the Pilotage Act and includes an apprentice-pilot unless the context provides otherwise;
- (n) "retired pilot under contract" (referred to hereinafter as a contract pilot) means a licensed pilot as defined **under the Pilotage Act**: who has retired and has an individual agreement with the Authority. Contract **pilots** shall maintain **their seniority to age 63** and are subject to the Working Rules and Rest Schedules of pilots.
- (o) "rest period" means those days off duty on a cyclical basis **as** set forth in the schedules;
- (p) "**schedules**" means timetables pursuant to pilots' rest periods;
- (q) "weekly rate of pay" means five times the daily rate of pay.

- 2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement.,
- (a) if defined in the Pilotage Act and/or the ~~Canada Shipping Act~~ have the same meaning as given to them in those Acts,
 - (b) if defined in the Canada Labour Code but not defined in the Pilotage Act and/or the ~~Canada Shipping Act~~, shall have the same meaning as given to them in the ~~Canada Labour Code~~, and
 - (c) if defined in the Interpretation Act, but not defined in any Act specified under sub-clauses (a) and (b), shall have the same meaning as given to them in the ~~Interpretation Act~~.

ARTICLE 3 **APPLICATION**

- 3.01 The provisions of this Agreement shall **apply** to the pilots in the bargaining unit, the Corporation and **the** Authority.

ARTICLE 4 LEGISLATION AND THE COLLECTIVE AGREEMENT

4.01 In the event that any law passed by Parliament renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 5 RECOGNITION

5.01 The Authority recognizes *the* Corporation, a member of the CMPA, as the exclusive bargaining agent of all the Canadian licensed pilots employed by the Authority in and for pilotage Districts No. 2 and 3 of the Great Lakes and the sole agent through which representations may be made in all matters affecting the pilots collectively or individually.

ARTICLE 6 UNION SECURITY

6.01 (a) All pilots in the bargaining unit who were members of the Corporation at the date of coming into force of this Agreement, must remain members in good standing of the Corporation for the

complete duration of this Agreement as a condition of continuous employment as pilots; and any person who becomes an employee of the Authority after the coming into force of this Agreement shall, within thirty (30) days of the granting of his license and as a condition of his continuous employment as a pilot, become and remain a member in good standing of the Corporation for the complete duration of this Agreement.

- (b) The Corporation shall permit a licensed pilot or an apprentice-pilot in the bargaining unit who is not a member of the Corporation to become a member of the corporation on the same terms and conditions as the licensed pilots and apprentice-pilots who are members of the Corporation. For the duration of this Agreement, the Corporation shall not increase the initiation fees beyond what they were on the date of signing of this Agreement.
- (c) The Corporation recognizes that the pilots and apprentice-pilots are employees of the Authority and that the Authority will not be required to

terminate that employment by **reason** of the rejection of an application for membership in the Corporation or the expulsion or suspension from membership in the Corporation of an employee on grounds **other than** a failure to pay to the Corporation the regular initiation fees and/or the regular monthly membership dues.

(A) The Authority shall deduct an amount equal to the membership dues from the pay of all pilots in instalments as agreed to between the parties.

6.02 The Corporation shall Inform the Authority of the regular monthly uniform dues authorized in accordance with the Constitution and Ay-Laws of the Corporation.

6.03 For the purpose of applying Clause 6.01, deductions from pay for each pilot or apprentice-pilot in respect of each month of employment will start with the first full calendar month of membership to the extent that earnings are available.

the "Tour de role" until completion of the meeting and will be permitted the usual rest after assignment before being called.

Those on a rest period at the time of attending a meeting will be granted an additional twenty-four (24) hours for each twenty-four (24) hour period lost. For this purpose, a meeting and attendant travel time requires a minimum period of three (3) hours. Reasonable expenses incurred for the purpose of attending any such meeting out of the District: **shall** be reimbursed by the Authority in accordance with the provisions of Article 14 of this Agreement.

On the day before such meeting and whenever operating requirements permit, a pilot required for such a meeting shall not be dispatched to **any** assignment expected to end after 1800 hours.

7.02

The parties agree that every effort shall be made to conduct negotiations

for renewal of this Agreement during the non-navigation season and if not concluded by the start of navigation the Authority shall grant leave, with pay, to a maximum of five (5) representatives of the Corporation to participate in the negotiations.

7.03 Official representatives of the Corporation or of the CWP&A may hold periodic meetings during **the season** to discuss policy and any current problems that may arise from time to time. Such meetings shall be arranged **so** as to cause the least disruption to the "tour de role". There shall be no **loss** of **pay** for any day used for such purposes up to a maximum of **twenty** (20) man-days per year. Unused days in any **given** year shall accumulate up to a maximum of **thirty** (30) man-days. No more than five official representatives at a time may hold such meetings which may not exceed three consecutive days.

7.04 A pilot who is a member of the **Board** of the Authority may choose to receive the established stipendium or his salary.

7.05 The Authority shall contribute to the corporation the **sum** of \$275.00 each month in recognition of the costs incurred **for** the administration of the **Corporation's LTD** and Life **insurance** policies.

ARTICLE 8 PROVISION OF BULLETIN SPACE

8.01 Reasonable space on bulletin boards will be **made** available to the Corporation for the posting of Official Corporation or CMPA notices in convenient locations **as** determined by the Authority.

ARTICLE 9 GRIEVANCE PROCEDURE

9.01 Should a pilot or the Corporation believe that a pilot has been unjustly dealt with or that the provisions of this Agreement have not **been** complied with, the following procedures shall **apply**:

STEP 1: A written complaint or grievance shall be presented to the Western Supervisor of the Authority

after notifying the Corporation, as soon **as** practicable but not later than thirty (30) days of the date of the alleged incident by the aggrieved pilot and/or not more than two (2) Corporation representatives, and the Western Supervisor shall render his decision within seven (7) days.

If the complaint or grievance is the result of a despatch in contravention of the Working Rules, compensation may be paid as agreed to by the Corporation and the Supervisor.

STEP 2: If a complaint or grievance is not adjusted to the satisfaction of the Corporation under Step 1, it shall be taken up with the General Manager of the Authority or his delegate within thirty (30) days who **shall** then render his decision within ten (10) days.

STEP 3: If the decision of the General Manager or his delegate is not acceptable to the Corporation, the Corporation shall within thirty (30) days forward the complaint or grievance

to the Authority, and the Authority or its Chairman shall render a decision within thirty (30) days.

- 9.02 If the Corporation and the Authority are unable to agree to the adjustment of **any** complaint or grievance or in regard to any matter **as** to which Agreement is called for herein, either party may, in writing, within **sixty** (60) days, require that the matter be referred to an **Arbitrator**.
- 9.03 If agreement cannot be reached as to the **selection of an Arbitrator**, either party may then request the assistance of the **Federal Minister of Labour**.
- 9.04 **An Arbitrator** to which a matter is referred shall hear **all** evidence in the case and shall render a decision, which decision shall be final **and** binding upon the parties to this Agreement.
- 9.05 The cost of an **Arbitrator** shall be borne equally between the parties to this Agreement.
- 9.06 **An Arbitrator** is not authorized to alter, modify or amend any **part** of this Agreement **provided** that he/she shall

have the power to make a just and equitable determination and this shall include the right to award, with or without, degree of compensation.

9.07 The time limits provided for by this Article may be extended by mutual agreement between the parties, but no matter shall be nullified through a technical question raised in respect to a lapse of time occurring due to a reasonable oversight or resulting from a misunderstanding or reasonable delay.

9.08 Upon application with reasonable notice to the Western Supervisor the Corporation Committee of not more than two (2) pilots shall be granted necessary leave of absence with pay for the investigation and presentation of complaints or grievances, Leave under this Article will only be granted where it is demonstrated that the investigation or presentation cannot be conducted within a reasonable time without the granting of this leave.

9.09 Nothing in this Agreement shall be interpreted as depriving a pilot of his right to informally discuss with representatives of the Authority any

problem that concerns him personally, but any settlement or disposition of such problem shall not be deemed as creating a precedent as regards to the interpretation of this Agreement.

- 9.10 A griever or the Corporation may abandon a grievance at any stage of the grievance procedure.
- 9.11 The suspension OR cancellation of a pilot licence shall be dealt with in accordance with the provisions of the Pilotage Act and the Regulations thereunder.

ARTICLE 10 ENTRY INTO PILOTAGE SERVICE

- 10.01 There shall be a Board of Examiners to examine persons applying for a pilot's licence and it shall be composed of:
- (a) two (2) officers of the Authority, one of whom shall be the Chairman; and
 - (b) three (3) pilots, appointed by the Authority upon recommendation of the Corporation, knowledgeable of the waters for which the person is applying for a licence.

- (c) the Board may, **as** needed, be composed of one officer of the Authority and two pilots appointed as above.
- 10.02 The Board of Examiners shall hold examinations prescribed by the applicable Regulations.
- 10.03 Prior to any examination, the Authority shall provide the Board of Examiners with evidence that the applicant meets or is able to meet the requirements of the Pilotage Act and all relevant Regulations passed thereunder.
- 10.04 The examination for a pilot's licence shall be in such form as the Authority and the Corporation may determine and shall include an examination on
- (a) local knowledge of the districts including channels, currents, depths of water, anchorages and aids to navigation;
 - (b) **International** Regulations **for** Preventing Collision at **Sea**, 1972 Canadian Modifications.
 - (c) seamanship, general chart work, and practical knowledge of the interpretation of radar;

(d) harbour and port Regulations;

(e) such other subjects and matters as the Board of Examiners may consider to be relative to the duties of a pilot.

10.05 The Board of **Examiners** shall submit to the Authority a statement of the results of the examination of each applicant **examined for a pilot's licence**, together with a statement as to whether or not the Board of **Examiners** recommends the issue of a pilot's licence to that applicant.

10.06 Where the Board of Examiners recommends issue of a pilot's licence to an applicant, the Authority shall issue a pilot's licence to that applicant when the services of such applicant are required by the Authority.

10.07 In the event of any action at law or any action under the provisions of the Pilotage Act, against the Authority or the Corporation resulting from the **refusal** to grant a licence, as a result of an applicant failing to pass the examination, both parties shall cooperate fully in the defence of such action.

10.08 **Pilots on the Board of Examiners to examine persons applying for a pilot's license or**

pilotage certificate shall be compensated at the daily rate of pay, as well as expenses incurred, for each day of the exam, when such exams are held outside the navigation season.

ARTICLE 11 EMPLOYMENT

11.01 No pilot shall be employed by the Authority as a licensed pilot for the designated waters of District No. 2 and 3 or undesignated waters of the Great Lakes, or part thereof, **unless** he is employed in accordance with and subject to the terms and conditions of this contract,

11.02 (a) Pilots shall be employed exclusively as pilots in their respective district and shall not be expected to perform other duties or to be transferred out of their districts, permanently or temporarily, without their consent. Employment **as** a pilot shall include practical on the job training of apprentice-pilots and may include academic teaching and examination of applicants in accordance with the provisions of Article 10 of this Agreement.

(b) Examinations for **each** of Districts 2 and 3 will be held and conducted

separately to establish separate eligibility lists for each district, Pilots and **those** persons **who** are presently on the eligibility list, **who** have been examined for both districts, **will** retain the option of employment in either district.

11.03 In any given year, from the time that pilots are taken on strength until the time they are struck off strength they shall be **full** time employees of the Authority and shall all be kept on the "tour de role" and dispatched on the basis of their availability.

11.04 (a) At the beginning of the navigation season, all pilots shall be taken on strength of the Authority at the same time; at the end of the navigation season, all pilots shall be **struck** off strength **at** the **end** of the day on which the usual rest following the last assignment of the season is completed.

(b) When a vessel is known to be the only vessel subject to compulsory pilotage to remain above the Welland Canal and is intending to transit the Welland, and arrives at Port Colborne forty-eight (48) hours or more after the end of the assignment to the immediately

preceding vessel to have transited the canal, that vessel shall be deemed to be using pilotage services outside the navigation season, subject to paragraph 11.05(b).

(c) A twelve (12) hour pre-notice shall be given by the Authority to the pilot required for the first assignment of the navigation season, which navigation season will begin on the day of expiry of such notice. Immediately after giving this pre-notice, the Authority shall, by telephone or telegram, inform all pilots of the time the navigation season starts.

11.05 (a) No pilot shall engage in any employment or undertaking during the navigation season to the extent that it will interfere with his duties as a pilot, without the written consent of the General Manager or his delegate of the Authority.

(b) Notwithstanding the fact that a pilot is performing pilotage duties, in an area for which he is licensed, outside the navigation season, **under** a contract of service between **such** pilot and the ship, such pilot shall be deemed for

the purposes of the Pilotage Act, to be performing these pilotage duties as an employee of the Authority.

11.06 No pilot shall cease to be employed by the Authority **as a** licensed pilot, unless:

- (a) he resigns voluntarily;
- (b) he reaches retirement age or otherwise retires;
- (c) his licence is cancelled by the Authority in accordance with the provisions of the Pilotage Act.

11.07 There shall be no reduction of pilot numbers to meet temporary fluctuations in ship traffic in any navigation season. Retired contract pilots will not be called for additional work over and above **their four (4)** months contracted period except where the Corporation and the Authority agree an emergency **exists**.

11.08 If the Authority believes that, for reasons beyond its control, there exists **a** demonstrated decrease in **ship** traffic that is substantial **and** persistent to a degree that would otherwise justify reducing pilot numbers, the Authority shall inform the

Corporation of **such a situation** and provide it with all the supporting evidence, and shall consult the Corporation **as** to the most appropriate means of remedying such a situation. Without limiting the generality **if** the foregoing, the parties shall implement the following measures to redistribute work among the pilots:

- (a) voluntary retirement of pilots of sixty (60) years of age or more, **with** full pension benefits;
- (b) voluntary early retirement of any pilot in accordance with the Public Service Superannuation Plan;
- (c) resignation from the service of pilots who so desire;
- (d) leave without pay as decided amongst the pilots **in** order of registration or issue of licence;
- (e) any other measures that the parties may agree upon.

11.09 The number of pilots shall be maintained to a level commensurate with the terms and conditions of this Agreement and shall be fixed by the Authority after consultation with the Corporation.

ARTICLE 12 DISPATCHING

12.01 Pilots shall be despatched to ships in the **areas** of assignment in accordance with the Dispatching Rules presently in effect and attached **as** Appendix "A" to this Agreement. Dispatching rules for Canadian pilots shall not be modified without the written consent of the Corporation. In the event no agreement is reached with respect to proposed changes in said rules, recourse may be had through arbitration by either party in accordance with the provisions of Article 9 of this Agreement.

ARTICLE 13 DAYS OF REST AND HOURS OF WORK

13.01 (a) In District No. 2, ten (10) twenty-four (24) hour rest periods per thirty-five (35) **day** cycle shall be granted to all pilots. Where the thirty-five (35) **day** cycle is incomplete, the entitlement shall be prorated.

- (b) In District No. 3, eight (8) twenty-four (24) hour rest periods per twenty-eight (28) day cycle shall be granted to **all** pilots. Where the twenty-eight (28) day cycle is incomplete, the entitlement shall be prorated.
- (c) Pilots shall be given thirteen (13) hours rest after completing an assignment and **before** commencing rest periods.
- (d) An additional rest schedule of 5 days will be **made to every pilot's rest schedule during the summer season** in such a way **as** to disrupt the tour **as little as possible**.
- 13.02 (a) In order to avoid delays to shipping and meet traffic demand; and at **the** request of the Authority, a pilot may accept one or more assignments during his period of rest. In the case of District No. 2, a pilot may accept **an** overtime assignment **on** his last scheduled day of rest, provided it is **on his** appropriate **tour**.

(b) For each twenty-four (24) hour period or part thereof, **all pilots** shall be paid at twice **their daily rate of pay**. In lieu of being paid for forfeiture of a day of rest a pilot may opt to add **2.25 days to his end of season** paid vacation days.

(c) The Authority shall keep **a** record of calls and their response for overtime assignments and shall assign overtime **work** amongst the pilots who accept by the following method: for each overtime assignment, the **last** pilot who has started his rest shall be the first called for overtime. However, **a** pilot who **has** not worked any overtime during **his** rest period shall be called before **a** pilot who has already worked overtime during **his** rest period.

A pilot who has declared himself available may not refuse an assignment except for reasons listed in Articles 18 and 20 of the Collective Agreement.

(d) Should any **pilot** agree to **perform a harbour move, i. e. dock to dock, dock**

to anchorage or relief point or vice versa, before the expiration of their rest hours, then the sum of \$310.00 for the duration of the collective agreement will be payable.

- (e) When a pilot West of Port Colborne (including District No. 3) is requested by the Authority to go out early on an assignment other than a harbour move he shall be compensated at the rate of \$72.00 per hour for rest time forfeited. For the purpose of this clause, remuneration for forfeiture of rest shall commence at the time the pilot is called for an assignment and for travel and no more than nine (9) hours shall be paid for an assignment or travel or combination of the two.
- (f) Recognizing that the objective is to avoid delays to ships, the Corporation will endeavour to ensure that a sufficient number of pilots accept one or more assignments during their rest period. The Corporation will not discourage pilots from accepting assignments during their rest periods.

(g) When a District No. 3 pilot transiting Lakes Huron, Michigan, or Superior is requested to pass a mandatory change point and pilots the St. Mary's River, the pilot will be compensated the sum of \$300.00.

13.03 The Authority shall provide no later than the end of February of each year an up-to-date record of all the time on duty and stand-by time of all pilots. This time shall be calculated from the time for which a pilot is ordered for a ship to the time the pilot debarks, plus one hour travelling time each way. Travelling time from one station to another shall be considered working time. Stand-by time after the expiration of thirteen (13) hours rest after each assignment shall also be considered as working time and shall be counted on the basis of one hour of work for two (2) hours of stand-by time. Rest when travelling from station to station shall be calculated on the basis of seven (7) hours.

ARTICLE 14 T—————

14.01 When a pilot is assigned away from his base

station the Authority shall pay travelling expenses in accordance with Treasury Board Travel Directives **as** amended from time to time. **District No. 2 and 3** pilots shall be reimbursed eleven **dollars for incidentals**-

Should deductions be made to a pilot's submitted expense statement, the Authority shall provide the pilot with a detailed explanation pertaining to **such** deductions.

14.02 The Authority shall provide transportation to and from assignments in the Welland Canal to all pilots **within a twelve (12) mile** radius of Lock No. 7.

14.03 (a) Any pilot who is temporarily transferred to train in another district **from** his home **base**, shall be granted cost of living and **travel** expenses **as per Treasury** Board Travel Directives during the period of such training.

(b) Any pilot who is hired to train in a district, **might at the discretion of the Authority, be granted cost of living and travel expenses** during the period of such training.

ARTICLE 15 LEAVE CREDITS - GENERAL

- 15.01 The Authority shall provide the Corporation and each pilot with a list of his accrued leave credits.
- 15.02 When the employment of a pilot who has been granted more vacation, sick or special leave with pay than he has earned, is terminated by death or reasons of health, the pilot is considered to have earned the amount of leave with pay granted to him.

ARTICLE 16 VACATION LEAVE

- 16.01 (a) A pilot shall earn vacation leave as follows:
- 1 to 6 yrs service inclusive - 14 days;
 - 7 to 14 yrs service inclusive - 17 days;
 - 15 to 21 yrs service inclusive- 20 days;
 - 22 yrs service and over - 25 days;
- (b) A pilot who is employed for less than one (1) year's service, shall earn vacation leave at the rate of one and one-half (1 1/2) day per month. For the **purpose** of this paragraph a pilot must be on the payroll for at least ten (10) days in the month.

- 16.02 Vacation leave shall be taken **at** the end of the navigation season.
- 16.03 Salary shall be paid during vacation leave at the rate of a pilot's regular daily rate of **pay**.
- 16.04 Notwithstanding Article 11.04, all pilots shall be considered on strength for the full time of their vacation leave with Saturdays, Sundays and Holidays not to be counted as days of vacation leave.
- 16.05 For the purpose of this Article the years of service of pilots employed without interruption during consecutive navigation seasons shall include the time between navigation seasons.

ARTICLE 17 DESIGNATED HOLIDAYS

- 17.01 If any of the following holidays fall within the navigation season each pilot will receive compensation at the rate of one and one-half (1 1/2) times the daily rate of pay, payable **in cash** at the end of the navigation season for each such holiday providing he was not on

leave without pay on both **the** working day immediately preceding and the working day following the designated holiday. The following days are designated holidays for the purpose of this clause:

Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Day	Labour Day
Thanksgiving Day	
Remembrance Day	
Christmas Day	New Year's Day
Boxing Day	

ARTICLE 18 SPECIAL LEAVE

- 18.01 A pilot shall earn special **leave** credits up to a maximum of twenty-five (25) days at the rate of **one-half (1/2) Day** for ~~each~~ calendar month in which he has been on payroll for a minimum of ten days. **As** credits are used they may continue to be earned to the maximum.
- 18.02 After the completion of one year's continuous employment with the Authority, a pilot who has the credits available and who gives the Authority at least **five** (5) days notice shall

be granted, subject to operational requirements, special leave with pay to the extent of his credits but not more than five (5) days, for the purpose of getting married.

10.03 For the purpose of this Clause and Clause 18.05, immediate family is defined as father, mother, brother, sister, spouse, child of the pilot, father-in-law, mother-in-law or a relative permanently residing in the pilot's household or with whom the pilot permanently resides.

(a) Where a member of his immediate family dies, a pilot shall be entitled to special leave with pay for a period of up to three (3) days and not extending beyond the day following the funeral, except in the case of the death of a pilot's spouse or child, in which case he shall be granted five (5) days and not extending beyond two (2) days following the funeral; he may, in addition be granted up to three (3) days special leave for the purpose of travel.

(b) In special circumstances and at the

request of the pilot, bereavement leave may be extended beyond the day of the funeral but the total number of days granted must be consecutive and not greater in number than those provided for above, and must include the day of the funeral.

- (c) A pilot is entitled to special leave with pay up to a maximum of one (1) day, In the event of the death of the pilot's grandparent, grandchild, son-in-law, **daughter-in-law**, brother-in-law, sister-in-law and grandparents of **spouse**,

If travel is involved, a pilot can apply to the Western supervisor for an additional day under 18.05.

- (d) When a pilot is away from his base station, the Authority will pay his travel expenses from and if required, back to his tour of duty, when he is required to attend a funeral of a person defined in **Clause** 18.03.

18.04 A pilot shall be granted special leave with

pay **up** to a maximum of three (3) days on the occasion of the birth or marriage of his son or daughter. This section does not apply if the event falls on a day of rest.

18.05 At the discretion of the Authority, special leave with pay may be granted due to circumstances not directly attributable to the pilot including illness in the immediate family as defined in Clause 18.03. **Request will not be unreasonably rejected.**

18.06 Where a pilot has insufficient or no credits to cover the grant of special leave within the meaning of clause 18.03, Clause 18.04 and Clause 18.05, leave up to a maximum of five (5) **days** may, at the discretion of the Authority, be granted, subject to the deduction of such advanced leave from any special leave credits subsequently earned.

ARTICLE 19 SICK LEAVE

19.01 A pilot shall earn sick leave credits at the rate **of** one and one-quarter (1 1/4) days for each calendar month in which he has been on the payroll of the Authority for a minimum of ten (10) **days**.

- 19.02 Unused sick leave shall accumulate throughout a pilot's employment with the Authority.
- 19.03 A pilot is eligible for sick leave with pay when he is unable to perform his duties **because** of illness or injury provided that:
- (a) he satisfies the Authority of this condition in such manner and at **such** time **as** may be determined by the Authority, and,
 - (b) he has the necessary sick leave credits.
- 19.04 A pilot is not eligible for sick leave with pay during any period in which he is on leave of absence without pay or under suspension.
- 19.05 The Authority may, on request from a pilot, advance sick leave in circumstances where in the opinion of the Authority, and the Corporation, the advance of sick leave is warranted.
- 19.06 Employees may opt to use 45% of the amount added to their accumulation of sick leave during the previous year by receiving payment

for this period at **their** regular rate of pay **provided** this use **does** not reduce **the** total accumulation below **sixty** days. Such option **must** be made **during** January of **each** year and payment shall be made in April.

ARTICLE 20 OTHER TYPES OF LEAVE

20.01 Leave **of** absence with pay shall be given to **every** pilot **other** than a pilot on leave of absence without pay, or under suspension who **is** required:

- (a) to **serve** on a jury; or
- (b) by subpoena **or** summons to attend **as** a witness **in** any proceeding held, except as a litigant **other** than with respect to a shipping casualty:
 - 1) **in** or under **the** authority of a court of justice **or** **before** a **grand** jury, or under the authority of the Pilotage Act;
 - 2) **before** a court, **judge**, justice, magistrate or coroner;

- 3) before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of his position;
 - 4) before a legislative assembly or house or assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - 5) before an arbitrator or umpire or a person or **body** of persons authorized by law to **make an inquiry and** to compel the attendance of witnesses before it.
- (c) When appearing before a municipal council or Ontario municipal board, if a pilot's property or assets are involved.

ARTICLE 21 REMUNERATION

21.01 The navigation season shall be a minimum of eight (8) months and ten (10) days.

- 21.02 (a) All pilots shall be paid a monthly salary in the navigation season, as follows:

	1996	1997	1998
Dist.#2&3	\$8,435.00	\$8,604.00	\$8,776.00

- (b) If the Consumers Price Index (1991-100) as published by Statistics Canada (hereafter C.P.I.) for the month of March 1997 exceeds by more than 2% the C.P.I. for the month of March 1996 the monthly rates of pay in effect on April 1, 1997 shall be increased by the amount of growth of the C.P.I. over 2% multiplied by 0.75. If the consumer price index (1991-100) as published by Statistics Canada (hereafter C.P.I.) for the month of March 1998 exceeds by more than 2% the C.P.I. for the preceding month of March 1997, the monthly rates of pay in effect on April 1, 1998 shall be increased by the amount of growth of the C.P.I. over 2% multiplied by .75.

(c) **Newly hired pilots who** are training and **doing familiarization trips will be** paid at 30% of the stipulated rate under article 21.02(a).

21.03 (a) By January 31st of each year, a pilot shall have an accounting from the Authority in respect to monies, statutory holidays and annual leave credits. **This** accounting to be in detail and also to include sick leave **days** and special leave days accumulated during the season, those used **up** and those remaining.

(b) At the end of each season, a calculation of rest day entitlement and actual rest days taken, will be computed on the thirty-five (35) day cycle basis. Should the rest days taken, be less than entitlement, the **days** or fraction of day not taken, shall be compensated on the basis of twice the daily rate of pay.

21.04 (a) For each assignment in **excess** of a total of 81 assignments multiplied by the average yearly number of effective

pilots, averaged out on a monthly **basis**, for District 2 and 3 during the navigation season the **sum of 1.5 times the daily** rate of pay will be paid by the Authority to the pilots. Such amounts will be pooled and **shared** by the pilots on the basis of available days in relation to total days available by all **pilots** during the season. Such monies shall be paid prior to January 31st of the year following the season.

- (b) **For the purposes** of this Article, a "day available" means being on the tour de role available for piloting and not unavailable **for** any reason, except for the cases provided for in Article 7; "Effective Pilot" means a pilot who has been available at least 10 days in the month. **A contract pilot will not be an effective pilot for more than 4 months.**
- (c) When a **vessel** passes a mandatory change point in the Welland Canal (Lock 7) and proceeds to a dock, or from Windsor Dock to the Ambassador Bridge or vice versa, it shall be considered **two (2)** assignments.

ARTICLE 22 HEALTH AND WELFARE

- 22.01 The Authority will maintain life insurance for each pilot to age sixty-five (65) the insurance will be an amount of \$75,000.00. The insurance will pay double indemnity for accidental death and will include a \$7,000.00 benefit upon the death of a dependant. Total permanent disability and dismemberment benefits for pilots are also included. The benefits of such life insurance shall be payable to a pilot's beneficiaries and the Authority will pay 100% of the premium throughout the year and throughout the term of the Collective Agreement.
- 22.02 The Authority shall pay for 100% of the Provincial health care plan (Employer health tax) and Contribute towards the cost of a health and welfare program for each pilot, the sum of ONE HUNDRED AND SEVENTY THREE DOLLARS (\$173.00) each month for the duration of the contract. To this extent, insofar as applicable legislation permits, the Authority will pay the cost of:
- (a) premiums for major medical coverage as presently in force;
 - (b) dental plan premiums;

- (c) Blue Cross supplemental coverage;
- (d) any non-utilized portion of **the above** stipulated contributions shall be refunded to the pilot.
- (e) out of country medical coverage as provided by the Authority's medical insurance company;
- (f) the Authority shall provide administrative assistance for the purpose of maintaining proper accounting records for the long term disability plan and for the purpose of deducting from wages any contribution by the pilots toward the total premium cost. However, the Corporation shall have the responsibility to negotiate and finalize the *terms* and **condition8** of the long term disability plan with an underwriter acceptable to it.

- 22.03 (a) Where a pilot suffers a loss of clothing or personal effects from a maritime disaster or shipwreck during the course of his regular duties as a pilot or while embarking on or debarking from a pilot boat or a ship,

he shall be reimbursed by the Authority for the **loss of** such clothing or personal effects. Any pilot or his estate making a claim under **this** clause shall submit an affidavit listing the individual items lost. This clause shall not **apply** for any part of such loss payable by any insurance coverage. The pilot shall subrogate the Authority in all his rights against third parties to the extent of the amount paid to him by the Authority.

- 22.03 (b) The Authority will replace a marine radio which has been supplied by the Authority when lost or stolen **not** due to any negligence of the pilot. The pilot must **supply** an affidavit detailing **the** loss.
- 22.04 The Authority shall provide each Corporation member, in booklet form, including an **index**, a printing of the Collective Agreement including insurance and health benefits and working rules as **well** as amendments thereto.
- 22.05 (a) The Authority, in consultation with the Corporation, may make arrangements with

a training institute, school, etc. to **allow pilots on a voluntary basis** to attend courses during the non-navigation season in order to familiarize themselves with the ARPA system or any other innovative navigation system. The cost of such courses including travel and living expenses shall be borne by the Authority on proof of attendance at such institution.

- (b) If the Authority **requires** a pilot to take an upgrading course, **the** cost of **such** course including travel expenses, shall be borne by the Authority. In addition, the pilot's wages will be paid for each day on course during a period of **work** and he shall be paid ONE **HUNDRED AND SEVENTY-FIVE** DOLLARS (\$175.00) **per day** for each day on course outside **a** period of work.

Pilots to be **given** two (2) months notice if required to **attend** such a course outside of the navigation season.

22.06 The Authority will reimburse a pilot for **regulatory** required medical examination at intervals of three (3) **years** or which requested by the Authority.

ARTICLE 23 RETIREMENT AND SEPARATION GRATUITY

23.01 Each pilot will be allowed two weeks severance pay for the first year of service as a pilot in the Authority or in the Public Service of Canada and **one (1) week** for each succeeding **year** of service thereafter, **up** to a maximum of twenty-eight (28) weeks in **case** of retirement or layoff and up to a maximum of twenty-six (26) weeks in case of resignation from service, **less** any allowance previously granted.

Entitlement shall be prorated when calculating allowance for **service over** one year and **up** to the maximum allowed.

If a pilot dies before attaining retirement **age**, any retirement and separation gratuity **shall** be paid to his beneficiary or estate on the same basis as if he had retired.

For the purpose of this Article, the years of

service of pilots employed without interruption during consecutive navigation seasons shall include the time between navigation seasons. A pilot may opt to be paid for seventy-five percent (75%) of his accumulated sick and special leave credits in lieu of the aforementioned benefits.

Any payment hereunder shall be **made** at the rate of pay in effect at the time of separation.

In the event of death before reaching retirement age the greater monetary value of the two options will be **paid** to the beneficiary or the estate.

23.02 A pilot may, at **age 60 or over or when his age plus calendar years of service equal 80**, retire and opt for a **contractual agreement** with the Authority. Contract pilots will be **subject to all relevant articles** contained in this collective **agreement**.

ARTICLE 24 LEGAL REPRESENTATION

24.01 The Authority agrees to pay to the Corporation in April of each year, **on behalf**

of each licensed marine pilot covered by this Agreement, the **sum** Of ONE HUNDRED **FORTY-FIVE** DOLLARS (\$145.00) per annum for 1996, ONE **HUNDRED SEVENTY FIVE (\$175.00)** for 1997 and 1998 to cover the cost of legal defence for the said pilot as provided by the Guild's Legal Defence Fund.

- 24.02 The Authority agrees that should it become necessary to suspend any pilot *for* any reason and such pilot is subsequently determined to have been improperly suspended then such pilot shall be fully compensated for any resulting loss of pay and fringe benefits. Furthermore, the legal **fees** of the legal counsel appointed by the Authority shall be assumed by the latter.
- 24.03 Any pilot required to appear before the Authority under the By-laws or Regulations shall **have** the right to be accompanied by a person of his choice.
- 24.04 If a pilot is required to appear **at** any hearings **as** a witness or defendant at which legal counsel representing the Authority is also present, he shall have the right to be accompanied by his legal or other counsel.

ARTICLE 25 CONSULTATION

25.01 The Authority and the Corporation mutually agree that benefits will accrue to all concerned from consultation on matters concerning the pilotage service in the Great Lakes Pilotage region and meetings may be held between the Authority and the Corporation to discuss matters of common interest. The Authority agrees it will not introduce any new Regulations that would directly affect the pilots without first discussing **sane** with the Corporation.

25.02 The following subject matters shall be **deemed** to be appropriate for consultation between the parties hereto during the term of this Agreement.

- (a) Increase or decrease in the number of pilots assigned to each District or the changes proposed to any existing District within the Pilotage region;
- (b) Examination procedures for applicants or for the establishment of an eligibility list from which to appoint pilots;

- (c) Training and other matters for applicants or for the upgrading of present pilots;
- (d) Removal expense Directives;
- (e) Any other subject mutually agreed upon from time to time by the Authority and the Corporation.

ARTICLE 26 DURATION AND RENEWAL

- 26.01 This agreement may be amended by mutual consent.
- 26.02 This agreement shall be deemed to have come into force on April 1st, 1996 and shall remain in force until March 31st, 1999.

WORKING RULES AND DESPATCHING PROCEDURES

DISTRICT NO. 3 AND LAKE PILOTS

1996

PREAMBLE

- (1) The fundamental reasons for these rules and/or instructions are to establish a system in which fair and equitable distribution of **work** is assured the pilots and provision is made for proper and efficient service to vessels; and to provide **pilots** and dispatchers with clear instructions as to despatching procedures and proper control and maintenance of assignment lists and records.
- (2) Unless otherwise specified in these rules, the procedures and working **rules** contained herein apply to all

Canadian District No. 3 and Lake Pilots.

- (3) The Canadian Working Rules for District No. 3 are subject to international agreements between Canadian and United States Governments or their appointed representatives.

GENERAL INSTRUCTIONS

- A-1 All Canadian pilots shall be under administrative control of the Great Lakes Pilotage Authority, Port Weller.
- A-2 All pilots arriving at any place in the despatching control areas shall report their arrival immediately to the controlling station **and** may not leave that place, or take any assignment, without the authorization of the despatcher on duty in the control area.
- A-3 Despatching disputes regarding interpretations of these rules or controversies arising out of situations not covered or anticipated by these rules shall be promptly reported to and

resolved by a designated office or official with the authority in **the** jurisdiction under dispute. If this official cannot be contacted in sufficient time to avoid delay to the vessel, the order must be complied with **ana upon** completion **of the assignment**, the parties involved may register their protest **as** soon thereafter **as** possible, If the dispute cannot be resolved at this level, it shall be reported to the Supervisor of Pilots, Port Weller. Disputes with United States authorities are to be conducted through **the** Supervisor of Pilots, Port Weller.

A-4

If because of experiences during the operating ~~season~~, formal review **and/or** permanent revision of these rules appears warranted, the review and/or revision shall be initiated after the close of the operating season and must be completed prior to the opening of the next season. All such permanent revisions must be reduced to writing, approved by the parties who approved these rules, and issued to each pilot **and** despatcher in the district. Temporary rule changes may

be instituted during the season by local authorities upon agreement by all parties concerned.

ORDERS BY PILOTAGE AUTHORITY

- B-1 **As used** in these rules, the term "Pilotage Authority" shall mean the Great Lakes Pilotage, Ltd., Port Weller, Ontario **and** Western Great Lakes Pilot's Association, U.S.A..
- B-2 Any order made by a Pilotage Authority may be made verbally or in writing to the person or persons concerned, or by written notice posted in a conspicuous place, and **every** pilot and/or despatcher to whom an order is directed shall obey the order.
- B-3 For the purpose of assigning pilots to duty the Pilotage Authority may delegate its authority to the despatchers and/or any other employee as he deems appropriate.

PILOTS' SOURCE FORMS

3-1 Before leaving a vessel the pilot shall ascertain all the information required to complete the source form covering the assignment, and in particular, shall enter the following times and information:

- (a) Time ordered to be on board (Time Ordered)
- (b) Boarding vessel - time and place
- (c) Debarking vessel - time and place - if delayed, after arrival give reason
- (d) Arrival in harbour
- (e) Departure from harbour
- (f) Anchoring - time and place and reason
- (g) Proceeding from anchorage
- (h) Pilot boats used
- (i) Ship's dimensions

'-2 A pilot shall use space for **remarks** to record any unusual circumstances including docking, undocking in undesignated harbours, delays, etc..

-3 The completed source form covering an assignment shall be signed by the master

or offices in charge and by the pilot. The second copy is to be given to **the** master and **the** remaining copies delivered by the pilot to the Pilot Office as soon as practicable thereafter.

ASSIGNMENT LISTS

An assignment within the meaning of these rules means a despatch to **a vessel** for the purpose of carrying out pilotage duties in **a** defined pilotage area and for which **a** distinct pilot source form is required to be completed for **each** area.

D-1 Pilots will be assigned to duty as their names **appear** on the **assignment list**, their turn to be determined by the time of arrival on station from a ship, by land conveyance or returning from leave. On returning from leave the pilot's name shall be placed on the bottom of the list.

D-2 Pilots shall undertake pilotage duty when and where required and shall not pilot any vessel except as ordered by **the** despatcher.

- 3-3 Pilots shall be despatched to ships on turn, the ship's turn to be determined on the basis of confirmation of the ship's E.T.A. or the time a pilot is required to take transportation to an out-of-town assignment. All records are to be maintained.
- 3-4 Upon completion of an assignment, a pilot shall report immediately to **the** appropriate despatch office. Pilot's time on the assignment list **is** to be determined by **the time** debarking a vessel or pilot boat plus one hour travelling time.
- 3-5 A pilot shall be given ~~a~~ least two hours notice of assignment. Pilots returned from rest may be required ~~for~~ immediate duty subject to proper notice.
- 3-6 The sequence of **names** on the assignment list, once established, shall not be altered except under the following **conditions:**
- (a) Alterations in the assignment list **caused** by pilots returning from rest or being sent on rest.

- (b) Pilots may exchange turn by mutual consent, providing no other pilots are affected and that each **pilot** accepts his assignment.
- (c) A pilot **refusing** an assignment after trading turns shall be considered unavailable from the time of his original assignment.
- (d) Exchange of turns may occur but once for each assignment.
- (e) Turns may not be changed when rest period assignments will be upset.

D-7 Where two or more pilots are assigned to **duty** simultaneously:-

- (a) The first pilot on **turn** shall be assigned to the first **vessel** arriving at the pilot station.
- (b) A pilot shall not change any assignment without the consent of the despatcher.

D-8 A pilot may, with the consent of **the** despatcher, be required to move a vessel in a Harbour other than the vessel to which he **is** assigned, in order to facilitate that assignment.

D-9 A pilot on being assigned to a vessel shall be given as much detail of the assignment as possible **such** as:

- (a) Type of duty
- (b) Probable duration of assignment
- (c) Name and nationality of vessel
- (d) Destination
- (e) Time and place vessel to be boarded
- (f) Confirmation of E.T.A.D-10

Pilots arriving on vessels awaiting daylight to dock, or stopping for fuel, must remain on board until the vessel is docked.

D-11 When travel assignments (departure of local transportation) and ship arrivals at station are simultaneous, pilot from **the** top of the list shall be assigned to ships arriving and next on turn shall

take transportation; the **two** hour notice rule will **apply**.

- D-12 In the event the **log** man or men on the assignment list have not completed their rest at the time an order is to be issued, the next rested pilot on the assignment list shall be given the order.

CANCELLATIONS

- E-1 If the assignment has been cancelled because of weather, mechanical breakdown or lock breakdown, or any reason beyond the ship's control and the pilot has not boarded the vessel. the pilot shall remain **first:** on turn for assignment.
- E-2 If the pilot has hoarded the **ship** and the assignment is then cancelled, he **shall** have his source form signed, and shall be placed at the bottom of the assignment list but will be subject to call for **duty** if no rested men are available before his turn.
- E-3 A pilot who has been required to travel **away** from station to an assignment which

is cancelled shall advise the despatcher immediately the cancellation becomes known to him.

Unless the despatcher orders otherwise, the pilot will then return to the pilot station **and** on arrival, **shall** be placed at the bottom of the assignment list.

TRANSFERS

A transfer, within the meaning of these rules, is when a pilot or pilots are **sent** from one station to another **pilot station**.

F-1 For the purpose of despatching, a transfer is to be considered the same as any other assignment, except **for** the basis of calculating productivity. The **first** pilot on turn shall be given the usual two hour call to take transportation (**See** Rule 11-11).

F-2 Any transfer of eight (8) hours or more travel time (i.e. to commence at time of two (2) hour **call** for travel and end on arrival **at** place of lodging) will be

considered an assignment for despatching purposes, and pilots arriving at a place of lodging will be available for 2 hour call for duty seven hours after arrival, and shall be given one additional half ($\frac{1}{2}$) hour for each hour, or part thereof, over eight (8) hours travel time **up** to a maximum of 13 hours.

F-3 When pilots are transferred from one pilot station to another station in anticipation of traffic flow, they will take their turn in the same order they were in before transfer **and** at the time of arrival on station.

F-4 Pilots arriving on station, (station to mean control area) are not to transfer from one station to another **unless** expressly ordered by the despatching authority in the area. **Pilots** who violate this rule are to be removed from the assignment list for twenty-four **hours**.

POSITION AND MOVEMENT OF PILOTS

G-1 The despatcher on duty shall be constantly aware of the approximate position of every pilot in the District.

- 3-2 The position and movement of every pilot shall be indicated as near as practicable on the pilot disposition board.

PILOTS' TRAVEL

- W-1 **Every** pilot, when despatched to a vessel, shall proceed thereto by **the** route and mode of transportation that is most reasonable under the circumstances and which will ensure **the least** delay to the vessel and pilot.

REST BETWEEN ASSIGNMENTS

- (-1 A pilot shall be entitled to thirteen **hours** rest between assignment. This time is to be calculated from the time the pilot's name is placed on the assignment list, to **the** time he **is** called for his next assignment. Pilot's name shall be placed on the assignment list one hour after debarking from vessel or Pilot Boat. (See D-5)
- (-2 Notwithstanding **the** provisions contained in I-1 pilots assigned harbour moves shall not be entitled to the thirteen

hour rest interval unless such assignments exceed three hours in duration. The pilot's name shall be placed at the **bottom** of the assignment list. For the purposes of this rule the three hour period **begins** when the pilot is ordered to be on board the Pilot Boat or **ship** and ends when he debarks.

PILOTS' REST PERIODS

- J-1 In order that each pilot shall be assured of rest each month and that the despatchers may know the rest position of each pilot, it is a requirement that the despatchers authorize rest periods as to when they will commence and terminate.
- J-2 (a) **A Rest Period Schedule will be drawn up prior to the season start and on the opening date pilots will be placed on tour or on rest as indicated by that schedule. Pilots will note that rest periods will not occur on the same date each month.**
- (b) **Pilots shall be given THIRTEEN (13) hours rest after completing an**

assignment **and** before commencing their rest period. Pilots **will** be informed by the despatcher at the end of that assignment that the pilot **is** to take rest. **Pilots must be on rest SIX (6) hours on either side of 0001 hours on their first scheduled day of rest.**

(c) Pilots **may** be despatched up to the **scheduled** time of ~~e~~ in which case the rest interval **will** begin after the thirteen **hours** rest.

(J-3) (a) A pilot on completing his last assignment before going on his scheduled rest period **may** be asked to work overtime. If he accepts the overtime he will be placed **on** the bottom of appropriate tour and will begin **his** overtime assignment **in** turn after he has had his thirteen hour rest period. In the event pilots on leave are **asked** to work overtime a thirteen hour advance notice shall be given **and** his name will be **placed** on the bottom of the appropriate tour. The paid overtime period will commence at the end **of the** thirteen hour rest period or advance notice.

Pilots may waive some or all of the thirteen hour advance notice, in which case the overtime period will commence **at** the order time of the assignment or the time ordered to **take** transportation for travel.

- (b) A District No. 3 pilot may agree to perform a harbour move before the expiration of his **rest hours** between **assignments**. Such assignments shall not entitle a pilot to any additional rest.

PILOT UNAVAILABILITY

- K-1 (a) Except **as** otherwise provided in these rules, the name of **a** pilot who is **unavailable** for **assignment to duty for any reason**, except at the request of authority, shall be **removed** from the assignment list for at least twenty-four hours beginning at the time he is first marked unavailable, and **at** twenty-four intervals thereafter.
- (b) Corporation Meeting: Pilots attending Corporation or Federation meetings shall be placed "unavailable" on turn

and a notation made "Corporation Meeting" in the Despatch Log. (Rule K-1(a) applies)

- (c) Authority Meeting: Pilots attending meetings at the request of the Authority will be held at the bottom of the Tour-de-Role until completion of the meeting and will be permitted the usual rest after assignment before being called. On the day before such a meeting and whenever operation requirements permit, a pilot required for such a meeting shall not be despatched to an assignment expected to end after 1800 hours.

All rested pilots on tour attending such a meeting will be held at the bottom of tour starting at 1800 hours. Pilots will take their turn in the same order as they were in when the tour was disrupted.

- K-2 Despatchers shall make **every** reasonable effort to contact pilots before marking a pilot unavailable.

- K-3 **Unless** the appropriate pilotage authority orders otherwise, a pilot who has been

unavailable for any reason shall not be placed back on the assignment list until he personally contacts the same pilot station and reports himself available for duty,

K-4 The name of the pilot referred to above, when returned to the assignment list shall **be** placed on the top of the assignment: list (subject to Rule D-12).

K-5 Pilots returning to the assignment list from being unavailable or from rest period shall be considered available from the time they report available providing they accept their first assignment.

If they **do** not **accept** their first assignment they shall be considered unavailable continuously from the time first reporting unavailable. Pilots returning from rest **and** going unavailable without notice shall be deemed unavailable from the time they were to return from rest.

PILOT DISCIPLINARY PROCEDURES

L-1 Any Canadian pilot who:

- (a) Fails to comply with or submit to the rules and/or authorities in these working rules
- (b) Refuses to accept or obey a despatcher's or supervisor's **orders**
- (c) Fails to carry out an assignment received
- (d) During the course of his duties, boards or services a vessel or assumes a duty status, while intoxicated or otherwise impaired by use^{of} of intoxicants or drugs
- (e) Conducts himself in a manner unbecoming a gentleman or brings discredit to the pilotage service
- (f) For any cause becomes or appears to be physically or mentally incompetent to perform his duties
- (g) Is unavailable without notice, fails to keep the appropriate pilotage office informed **as** to his whereabouts as required, or is unaccounted for

- (h) Fails to report when or **where** ordered
- (i) Fails to report shipping casualties to the authorities concerned

will be deemed in violation of these working rules and despatching procedures, will be removed from the assignment list for at least twenty-four hours and reported to the Supervisor of Pilots, Port Weller. Pilots marked unavailable under provisions of this shall not be restored to the assignment list until and as the Pilotage Authority so directs,

District No. 3 and Lake Pilots are subject to the disciplinary measures contained in the general departmental policy on discipline promulgated by the Great Lakes Pilotage Authority.

Violations such as failure to report work accidents, pattern of absenteeism, unauthorized absence from work, unavailability without notice, can incur suspension **up** to three days.

GENERAL INSTRUCTIONS

- M-1 Canadian pilots operating in District No. 3 which includes Lakes Huron, Michigan, St. Mary's River, and Lake Superior and Canadian pilots operating on Lakes Huron and Michigan only, are for despatching and operational purposes, governed by the working **rules** for Canadian pilots.
- M-2 Such matters as pay, sick leave and discipline are under the administration of the Great Lakes Pilotage Authority.
- M-3 Shipping casualties must be reported to United States Coast Guard or local authorities immediately and in addition the Supervisor of Pilots, Port **Weller** is to be notified as soon **as possible and** a written casualty report filed thereafter.
- M-4 Pilots in District No. 3 shall participate in providing vessel traffic information to Canadian Coast Guard centre, Sarnia, when passing "calling-in-points", leaving ports or anchorage etc..

DISPUTE MECHANISM FOR COLLECTIVE AGREEMENT RENEWAL

The parties hereinafter named have entered into collective agreements to establish terms and working conditions of employment.

The Great Lakes Pilotage Authority, Ltd. (the Authority) and the Canadian Merchant Service Guild (the Guild) and the Corporation des pilotes du fleuve et de La voie Maritime du St-Laurent, the Corporation of the Upper St. Lawrence Pilots, the Pilots' Corporation Lake Ontario and Harbours, the corporation of Professional Great Lakes Pilots agree to enter into a master collective agreement as follows:

The purpose of this master agreement is to establish a binding dispute resolution process in circumstances where the parties have bargained in good faith with a view to concluding a collective agreement but have failed to reach agreement. Under such circumstances the process will be initiated to determine and conclude all outstanding issues for the renewal of any of the collective agreements without any form of work disruption.

The parties to this agreement agree that upon the exhaustion of the conciliation process as provided for in Part I of the Canada Labour Code as described in Section 89(1), the final resolution of all outstanding issues will be decided by binding arbitration in the following manner.

(a) the parties will select an Arbitrator within 30

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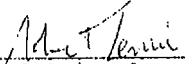
days whom availability will permit hearing the position(s) of the parties within 15 days of his/her appointment and rendering a decision within 30 days of appointment. Failing agreement by the parties on the selection of an Arbitrator, the Minister of Labour will be requested to make the appointment.

- (b) the Arbitrator can determine the method by which to receive and/or hear the positions of the parties.
- (c) the parties will share equally the cost of the Arbitrator.
- (d) in the conduct of proceedings and in rendering an arbitral award the Arbitrator shall consider the need to establish terms and conditions of employment that are fair and reasonable in relation to the nature of the services performed.
- (e) this agreement shall have effect on March 1, 1996 and shall remain in effect until March 1, 2001. Thereafter this agreement shall be extended for a further period, remaining in effect, until March 1, 2006 unless the Authority or the Guild serve notice to the other to enter negotiations to amend it or to terminate it. Such notice shall be in writing and given within the final year of the agreement in effect not later than 180 days prior to expiration.

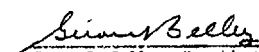
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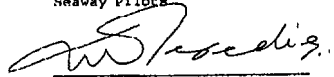
SIGNED ON BEHALF OF:
GREAT LAKES PILOTAGE AUTHORITY, LTD

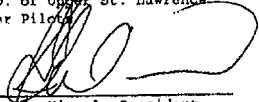

R. O. Armstrong - Chairman



R. F. Lemire - Secretary/Treasurer

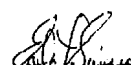
SIGNED ON BEHALF OF:


Capt. G. Belley, President,
Corp. of River & St. Lawrence
Seaway Pilots


Capt. M. Heredia, President,
Corp. of Upper St. Lawrence
River Pilots


Capt. R. Winnel, President,
Pilots' Corporation Lake Ontario
and Harbours


Capt. D. Langlois, President,
Corp. of Professional Great
Lakes Pilots.


Earle Simpson,
Canadian Merchant Service Guild

LETTER OF INTENT NO. 1

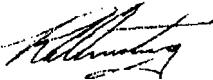
Capt. D. Langlois,
President,
Corporation of Professional
Great Lakes Pilots,
St. Catharines, Ontario.
L2S 2V8

Dear Sir,

This letter will confirm:-

- (a) When a Pilot requests to use his personal vehicle for overland travel from his home base to Sarnia or vice versa he shall be compensated in the amount of **Sixty-Five Dollars (\$65.00)**, and to Windsor or vice versa in the amount of **Eighty-Five Dollars (\$85.00)**.
- (b) That the Authority will pay travel expenses (taxi) from Windsor to Sarnia or vice versa if it is necessary for a pilot to pick up his private vehicle to return to his home base at the end of his assignment on the River Tour.

sincerely,


R. G. Armstrong,
President,
Great Lakes Pilotage Authority, Ltd.

Canada

WORKING RULES


AND

DESPATCHING PROCEDURES

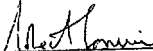
DISTRICT NO. 2 AND 3 PILOTS

1996

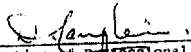
Approved and Issued by


Western Supervisor of Pilots,
Great Lakes Pilotage Authority, Ltd.,
Port Weller, Ontario.

Approved by


Secretary/Treasurer,
Great Lakes Pilotage Authority, Ltd.,
Cornwall, Ontario.

Approved by


Corporation of Professional Great Lakes
Pilots

Dated June 7, 1996

Working Rules and Despatching Procedures
District No. 2 Pilots
1996

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Preamble

- (1) The fundamental reasons for these rules and/or instructions are to establish a system in which fair and equitable distribution of work is assured the pilots and provisions are made for proper and efficient service to **vessels**; and to provide pilots and despatchers with clear instructions **as** to despatching procedure, with proper control and maintenance of assignment lists and records.
- (2) Unless otherwise specified in these rules, the procedure and working rules contained herein apply to **all** District No. 2 Canadian pilots and to all despatchers at Port Weller and Port Huron stations.

Pilotage Authority

- A-1 All Canadian pilots will be under the administrative control of the Great Lakes Pilotage Authority, Port Weller.
- A-2 As used in these rules, the term "Pilotage Authority" shall mean the

Supervieor of Pilots, Port Weller,
Ontario Canada; Lakes Pilots Association
Inc., Port Huron, Michigan, USA.

- A-3 **Any** order made by the Pilotage Authority may be **made** verbally, or *in* writing to the person or persons concerned, or by written notice posted in a conspicuous place, and every pilot and/or despatcher to whom an order is directed shall obey the order.
- A-4 For the purpose of assigning pilots to **duty the pilotage** Authority may delegate his authority to the despatchers.

~~Reporting requirements~~ [Control Area)

- B-1 All pilots **east** of Southeast Shoal will report to the Port Weller Pilot Office, and all Pilots west of Southeast **Shoal** will report to the Port Huron Pilot Office, and shall be under the control of the respective despatching office.
- B-2 All pilots arriving at any place in the dispatching control areas described above shall report their arrival immediately to

the controlling station and **may** not leave that place, or take any assignment, without the authorization of the despatcher on duty in the control **area**.

Assignment List (Pilot Office)

C-1 There shall be five assignment lists maintained at Port Weller Pilot Office:

1. Canal List,
2. **7-West** List,
3. River Tour List,
4. US Pilots' **List**,
5. Lake Ontario Pilots' List

Canadian District #2 pilots may be assigned for **duty** to the Canal Tour, 7 West Tour, or River Tour as **per** schedule.

There will be an assignment list of Canadian pilots maintained at Port Weller.

Info Exchange

C-4 The mutual exchange of pilotage information as contained in Rule C-5 shall **take** place between Port Weller and

Port Huron despatching stations at least twice daily.

C-5 The daily assignment list shall contain:

- (a) names of pilots,
- (b) time on assignment list,
- (c) name of ship despatched to or debarked from,
- (d) time of despatch and destination,
- (e) returning from where
- (f) Report of unavailable pilots and times.
- (g) The number of vessel E.T.A.'s, pilot orders, US pilots at Port Colborne, and requirements for additional pilots.

A Pilot Assignment

Meaning of

D-1 An assignment within the meaning of these rules means a despatch to a vessel for the purpose of carrying out pilotage duties in a defined pilotage area and for which a source form is required to be completed.

Note: Nothing in these rules Section D-1 to D-4 shall conflict with the Scott Barnum letter of 18th of March 1975.

D-2 Pilots shall be assigned to duty **as** their names **appear** on the assignment list, their turn to be determined by the time of arrival on station when returning from leave, by land conveyance, or from a ship.

D-3 A Pilot's position on the assignment list is to be determined by the time of debarking a vessel or pilot boat, **plus** one hour **travel** time.

Altering Assignment List

D-4 The sequence of names on the assignment list, once established, shall not be altered except under the following conditions:

- (a) returning from rest,
- (b) transfer between tour lists,
- (c) being placed on rest,
- (d) **pilots** exchanging turns by mutual consent.

- D-5 Pilots will be transferred from the 7-West Tour or **the** River Tour to the bottom of the Canal Tour as pilots return from rest periods.
- D-6 In the event the top man or men on the assignment **list** have not completed **their** rest at the time an order is to be issued, the next rested pilot on the assignment list shall be given the order.

Exchanging turns by Mutual Consent

- E-1 Pilots may exchange turn by mutual consent, providing no other pilots are affected **and** that each pilot accepts **his** assignment.
- E-2 Exchange of turns may occur only once for each assignment.
- E-3 Turns may not be changed when rest periods will be **upset**.
- E-4 A pilot refusing an assignment after trading **a** turn shall be considered unavailable from the time of his original assignment.

Despatching of Pilots

- F-1 Pilots shall undertake pilotage duty when and where required and **shall** not pilot any vessel except **as** ordered by the despatcher.
- F-2 A pilot: shall be given at least two hours notice of assignment. Pilots returning from rest may be **required** for immediate duty subject to proper notice.
- F-3 Pilots **shall** be despatched to ships in turn, the ship's turn to be determined on the basis of confirmation of the ship's E.T.A. or the time a pilot is required to take transportation to an out-of-town assignment. Upon completion of an assignment, a pilot shall report immediately to the appropriate Despatch Office.
- F-4 When a pilot from the **7-West** tour is assigned to duty in the canal simultaneously with a pilot from the canal tour, the pilot from the canal tour will be assigned to the first **vessel**.

F-5 After a pilot has boarded his assignment, no subsequent alteration of the ship's turn into the canal shall change the assignment unless the assignment is cancelled.

F-6 A pilot shall not change any assignment without consent of the despatcher.

Despatching Disputes

F-7 (a) Despatching disputes regarding interpretations of these rules or controversies arising out of situations not covered or anticipated by these rules shall be promptly reported to and resolved by a designated office or official with authority in the jurisdiction under dispute. If the official can not be contacted in sufficient time to avoid delay to the **vessel**, the order must be complied with and upon completion of the assignment, the parties involved may register their protest **as soon thereafter as possible**.

(b) If **the** dispute cannot be resolved at this

level it shall be reported to the Supervisor of Pilots, Port Weller.

- (c) Disputes with United States Authorities are to be conducted through the Supervisor of Pilots, Port Weller.

Ship/Overland Assignments (Simultaneous Despatch)

- G-1 When travel assignments (departure of local transportation) and **ship** arrivals at station are simultaneous, pilots from the top of the list shall be assigned to ships arriving and pilot(s) next on turn shall take transportation; the two hours notice rule will apply.
- G-2 When two or more pilots are despatched to vessels arriving simultaneously at the same pilot station, the pilot first on turn will take the first vessel.
- G-3 When two or more pilots are despatched to vessels arriving simultaneously at lock 7 and a pilot station, (Port Weller/Port Colborne) the pilot first on turn will be despatched to lock 7.

U-4 When a pilotage assignment is away from the pilot's immediate base area, a THREE (3) hour notice shall be given.

Removal From Ship When Delayed

H-1 The Authority shall remove a pilot from a vessel that is being delayed for any reason, other than traffic, Fuelling, weather, or Seaway breakdown.

Information Given to Pilots When Despatched

I-1 A pilot on being assigned to a vessel or transport shall be given as much information of the despatch as possible, such as:

- (a) Type of duty [fuelling, docking, anchoring, A to B]
- (b) Time Ordered For
- (c) Name of vessel
- (d) Destination
- (e) Time and place vessel is to be boarded
- (f) Confirmation of E.T.A.
- (g) on boarding the vessel, the pilot shall determine if there are any changes in the vessel's destination,

- fuelling, and/or pilot requirements,
and any changes will be reported to
the pilot station
- (h) name of pilot being relieved.

Pilot's Source Forms

- J-1 Before leaving a vessel, the pilot **shall** complete the source form covering the assignment, and shall enter the following times **and** information:
- (a) Time ordered to be on board (Time **Ordered** For),
 - (b) Boarding time and place,
 - (c) Debarking time **and** place, if delayed after arrival, give the reason,
 - (d) Arrival time,
 - (e) Departure time,
 - (f) Anchoring, time, place **and** reason,
 - (g) Departing from anchorage,
 - (h) Pilot boats **used** ,
 - (i) When passing; 1) Port Colborne 2) Southeast Shoal,
 - (j) Name of District #2 relief pilot,
 - (k) Lake Erie Pilotage,
 - (l) Ship's particulars.

- J-2 A pilot **shall** use the space provided for remarks on docking, undocking, delays, etc.
- J-3 The completed source **form** covering an assignment **shall** be signed by the Master or Officer In Charge and by the pilot.
- J-4 The despatching **office** at Port Weller shall examine all incoming pilot's source forms **and** shall verify them with assignments **as** shown in the despatching records and ship's cards.

Code-A-Phone

- K-1 The duty despatcher is required to compose and disseminate a **message** at two hour intervals.

The message will consist of the following information:

- (a) **First** 10 names on the canal tour, the 'I-West tour, & the **river** tour,
- (b) Us Pilots on station at Port Colborne
- (c) Lake Ontario Pilots on station
- (d) If the number 1 pilot on tour is not

- (e) rested indicate when rested, assignments per tour,
- (f) **E.T.A.**, name of vessel & prospects per tour,
- (g) destination of assignment,
- (h) those pilots on overtime status with letters O.T. **next** to name until despatched
- (i) if vessels will be fuelling
- (j) Information of pilots returning from unavailable
- (k) When a 7-West tour pilot is within 12 hours of being transferred to the Canal tour, the transfer time to be stated.

Relief of Canal Pilots (Mandatory Change Point)

- L-1 **Except as** provided in Rule L-2 below, pilots upbound and downbound at lock 7 shall be relieved.
- L-2 Trips between **Port** Weller and Thorold **docks** shall be performed without relief. On trips between Port Weller **and** Port Robinson/Walland the pilot shall be relieved at lock 7.

7-West Tour Assignments

- M-1 7-West Tour assignments **will** consist of but not be limited to:
- (a) Lock 7 to Detroit **change point** or Windsor
 - (b) **Windsor** or Detroit **change point** to Lock 7
 - (c) Windsor to Detroit and all Lake **Erie** ports
 - (d) **Lock 7 to** all Canadian Lake Erie ports or vice-versa
 - (e) 7-West tour pilots **may** be used on the Sarnia Tour if no rested Sarnia Tour pilots are available.
- M-2 Pilots on the 7-West tour shall be available for canal assignments, if traffic warrants, **however**, sufficient 7-West pilots **will** be maintained to cover all 7-West assignments.
- M-3 The 7-West tour-de-role shall be maintained at 4 men. Pilots returning from rest shall be placed at the bottom of the 7-West tour, **as** per schedule. Deficiencies on the 7-West tour shall be covered by Rule U-8.

River Tour (Sarnia/Windsor Tour)

N-1 River tour assignments will consist of but not be limited to:

- (a) Windsor or Detroit Change Point to Sarnia or Huron Cut Buoys 11 & 12 , & Windsor to Port Huron.
- (b) Sarnia to Buoys 11 & 12 and vice versa.
- (c) Huron Cut Buoys 11 & 12 or Sarnia to Detroit Change Point or Windsor
- (d) and Sarnia Harbour.

N-2 When the pilot boat at Detroit is out of service, River Tour assignments will be despatched in conjunction with 7-West assignments. After the Detroit pilot boat is in service, the River tour pilots will be despatched overland as required.

N-3 The River Tour shall consist of 3 men who will be rotated as per schedule. River tour pilots may be held at Port Weller when not required at Windsor/Sarnia, for River tour assignments only.

River/7-West

N-4 When a pilot has been ordered for a downbound vessel from Port Huron/Sarnia on a through transit and only one 7-West pilot is on station to relieve at the Detroit Change Point, then Windsor to Detroit assignments will be carried out by a River Tour pilot.

River/7-West

N-5 Within 48 hours of *the* pilot's rest period of a designated River Tour pilot and a relief pilot is en route, a River Tour pilot may be despatched eastbound from Windsor/Detroit Change Point to Lock 7 in the event that: no 7-West pilot is available.

N-6 If no 7-West pilot is available at **Windsor** for a downbound vessel at Detroit Change Point, a River Tour pilot may take the vessel eastbound and may return to the River tour overland.

N-7 Pilots will be despatched from/to Sarnia or Windsor to meet the flow of traffic as

early as possible to stop travelling overland **and** doing an assignment in one day.

N-8 Canadian pilots on the River tour-de-role and situated in Sarnia/Port Huron shall be **held** far, and despatched to, assignments from Sarnia when such assignments are imminent, regardless of their position on the tour-de-role.

N-9 Pilots arriving on vessels upbound at Port Huron or Sarnia awaiting daylight to dock, or stopping for fuel, will remain on board until the vessel ~~is~~ docked **or** until the upbound designated waters voyage is completed.

Relief When West of Port Colborne (Mandatory Change Point)

O-1 All Canadian pilots shall debark at Detroit by pilot boat or upon docking at Detroit or Windsor.

O-2 Canadian pilots shall embark at Detroit by pilot boat on **vessels** westbound to Canadian ports on the St. Clair River.

O-3 Canadian pilots shall board vessels in Windsor or other Canadian ports on the Detroit/St. Clair Rivers when bound to Canadian or American ports.

Passing Through Change Point

O-4 There is a mandatory relief at Detroit for all pilots passing through. In the case of a pilot assigned to a vessel from a dock or anchorage at Windsor below the change point to Sarnia or Huron Cut Buoys 11 & 12, or vice versa the pilot shall not be relieved, but two source forms shall be completed for productivity purposes.

Cancellations

P-1 When an assignment has been cancelled because of mechanical breakdown, weather conditions, canal breakdown, or any reason beyond the ship's control, the pilot shall be returned to station at the bottom of the appropriate assignment list. Where the duration from time ordered to be on board until the time cancelled or debarked does not exceed 3

hours, the pilot shall be available for despatch after 7 hours if no rested pilots **axe** available.

Transfers

- Q-1 A transfer, within the meaning of these rules, is **when** pilot(s) are sent from one pilot station to another pilot station.
- Q-2 For the purpose of despatching, a transfer is considered the same **as** any other assignment, except for the basis of calculating Productivity.
- Q-3 Pilots arriving on station after transfer shall be available for **duty** 7 hours after arrival and may be despatched ahead of other non-rested pilots on station. Subject to the two (2) hour call.
- Q-4 When pilots are transferred from one pilot station to another station in anticipation of traffic flow, the **number** one pilot shall **be** sent to the location of the first known assignment.
- Q-5 When **7-West** tour pilots on station at

Windsor/Sarnia are to be transferred to Port Weller, the pilot rested first shall be transferred first, regardless of his geographical position.

Q-6 Pilots arriving on station at Port Huron or Port Weller are not to transfer from one station to another unless expressly ordered by the despatching authority in the area. Pilots who violate this rule are to be removed from the assignment list for 24 hours.

Q-7 Pilots reporting to the Port Huron station after transfer from Port Weller shall be placed at the bottom of the assignment list in the order they held at Port Weller. They shall be eligible for call 7 hours after arrival on station.

Q-8 Pilots may be despatched direct between Detroit/Windsor, and Sarnia. This is not a transfer. When a pilot is moved between Detroit, Windsor and Sarnia, other than a direct despatch, he shall be placed on the bottom of the assignment list. Rested pilots travelling between Detroit, Windsor and Sarnia are not entitled to rest after travel.

Reporting Ship's Movement

R-1 Pilots will ensure that the ship's destination and pilotage requirements are reported to Seaway or VTS Sarnia.

Overland Travel

S-1 Every pilot: when despatched to a vessel shall proceed thereto by the route and mode of transportation that is most reasonable under the circumstances and which will ensure the least delay to the vessel and pilot(s).

Rest Between Assignments

T-1 A pilot shall be entitled to 13 hours rest between assignments. This is to be calculated from the time the pilots name is placed on the assignment list, to the time he is called for his next assignment. The pilot's name shall be placed on the assignment list 1 hour after debarking from the vessel or pilot boat.

T-2 Notwithstanding the provisions contained in Rule T-1, pilots assigned to voyages in the Port Weller, Port Colborne, Sarnia, Windsor area shall not be entitled to the 13 hours rest interval unless such assignments exceed 3 hours in duration. Where the duration from time ordered to be on board until the time **debarked** does not exceed 3 hours, the pilot's name shall be placed at the bottom of the appropriate tour-de-role available for despatch after 7 hours if no **rested pilots** are available before his turn.

T-3 **Pilots who are required to pass through the Lock 7 change point, without relief, to dock or undock a vessel at Wharf 6 will be given a NINETEEN (19) hour rest period.**

Pilots' Rest Period (Days Off)

U-1 In order that each pilot shall be assured of rest each month and that the despatchers may know the **rest** position of each pilot, it is a requirement that the despatchers authorize rest periods as to when they will commence and terminate.

- U-2 Prior to the beginning of the navigation season a schedule will be prepared by the Corporation for approval by the Authority showing the Rest and Vacation periods. **At** the beginning of the navigation **season** Pilots will be placed on tour or rest according to their status as indicated by the schedule and will be governed by the schedule. pilots will note *that* rest periods will not occur on the same date each month.
- U-3 Prorated rest for December will be started in time to assure enough **men** available for the Canal Tour in December.
- U-4 Pilots shall be given **THIRTEEN** (13) hours rest after completing an assignment and before commencing their **rest period**. Pilots will **be informed by** the despatcher at the end of that assignment that the pilot is to take rest. Pilots must be on rest **SIX** (6) hours on either side of 0001 hours on their first scheduled **day** of rest.
- U-5 Pilots may be despatched up to the

scheduled time off, in **which case** the rest period will begin after the 13 hours rest.

- U-6 **When a** pilot, is away from home and his leave cycle is about to commence, he shall be despatched home on the first available overland transportation.
- U-7 Pilots travelling overland to Port Weller and put: on their rest **days, will be given** 13 hours rest plus any rest owing at the previous station.

O.T. Forfeiture of Rest Day(s)

- U-8 A pilot on completing **his last** assignment before going on his scheduled rest period may be asked to work overtime. If he **accepts** the overtime he will **be placed at** the bottom of the Canal Tour and will begin his overtime assignment in turn **after** he has had his 13 hour rest. The paid overtime period will commence at the **end** of the 13 hrs. rest period. In the event pilots on leave are asked to work overtime, a 13 hr. advance notice shall be given and his name **will** be placed at

the bottom of the appropriate tour and his paid overtime period will commence at the end of the 13 hr. advance notice. Any portion of the 13 hr. advance notice may be waived by the pilot, in which case his paid overtime period will commence at the time that the pilot and despatcher have **mutually agreed** that he will be available for an overtime despatch. In order to meet the requirements of Rule M-3, a pilot on his 5th day of rest may be asked to volunteer to work overtime.

U-9 Notwithstanding the provisions of Rule E-6, when a shortage of rested pilots occurs and vessel(s) that have been moored in the canal by application of Rule R-1 are ready to proceed, pilots on rest period may be requested to accept an assignment, **for** such vessels, on minimum notice.

U-10 The recompense of such pilots will be in accordance with Article 13.02(b) and pilots will be chosen by the following method: for each overtime assignment, the last pilot who has started his rest shall be the first called for overtime.

However, a pilot who **has** not worked any overtime during **his** rest period shall be called before a pilot who has already worked overtime during **his** rest period.

O.T. Forfeiture of Rest Hour(s)

U-11 A District #2 pilot on the River Tour may agree to perform a harbour move, i.e. dock to dock, dock to Lake Huron, anchorage or relief point or vice versa, before the expiration of his rest hours between assignments. Subject to **Rule T-2**.

Pilots Unavailability

V-1 The name of the **pilot** who is unavailable for assignment to duty for any reason **except at** the request of the Authority, shall be removed from the assignment list **for at least 24** hours beginning at *the* time he **is first** marked unavailable and at 24 hour intervals thereafter.

Corporation Meeting

V-2 Pilots attending Corporation or

CMPPA/GUILD meetings shall be placed "unavailable" on turn and a notation made "Corporation Meeting" in the despatcher's log. Rule V-1 applies.

Authority Meeting

- V-3 Pilots attending meetings at the request of the Authority will be held at the bottom of the tour-de-role until completion of the meeting and will be permitted the usual rest after assignment before being called. On the **day** before such a meeting and whenever operation requirements permit, a pilot required for such a meeting shall not be despatched to any assignment expected to end after 1800 hours.
- V-4 All rested pilots on tour attending such a meeting will be held at the bottom of the tour starting at 1800 hours. Pilots will take their turn in the same order as they were in when the tour **was** disrupted.

Returning from Unavailable

- W-1 **Despatchers** shall make every reasonable

effort to contact pilots before marking a pilot unavailable.

W-2 Unless the appropriate pilotage authority orders otherwise, a pilot who has been unavailable for any reason shall not be **placed** back on the assignment list until he personally contacts the same pilot station and reports himself available **for duty**.

W-3 The name of the pilot referred to above, when returned to the assignment list shall be placed on the top of the assignment list.

W-4 Pilots returning to the assignment list from **being** unavailable or from rest **period** and going unavailable without notice, shall be considered unavailable from the time of first going unavailable or returning from rest. For the purpose of this rule sufficient notice will be given at **least** six hours or **as early as possible** before being **called** for an assignment **as to** availability, unless in **cases** of extreme emergency.

W-5 If a pilot debarks a vessel **before** the completion of the assignment he will be considered unavailable from the time of debarking, plus 1 hour, **for** at least 24 hours **and** for 24 hour intervals thereafter, until he **reports** available for duty. **Any** rest period earned because of time on duty for **the** assignment will be applied after the period of unavailability.

Note: The reason for being unavailable **may** be covered by Articles 18, 19, & 20.

Pilot Disciplinary Procedure

X-1 Any Canadian pilot who:

- (a) Fails to **comply** with or submit *to* the rules and/or authorities in these working rules
- (b) Refuses to accept or obey a despatcher's or supervisor's orders
- (c) Fails to carry out an assignment received
- (d) During the **course** of his duties, **boards** or services a vessel or assumes a duty status, while intoxicated or otherwise impaired by use of intoxicants or drugs

- (e) Conducts himself in a manner unbecoming a gentleman or brings discredit to the pilotage service
- (f) For any cause becomes or **appears** to be physically or mentally incompetent to perform **his** duties
- (g) Is unavailable **without** notice, fails to keep **the** appropriate pilotage office informed as to his whereabouts as required, or is unaccounted for
- (h) Fails to report when, or **where** ordered
- (i) Fails to report shipping casualties to the authorities concerned,

will be deemed in violation of these working rules and despatching procedures, will be removed from the assignment list, for at least 24 hours and reported to the supervisor of pilots, Port Weller. Pilots marked unavailable under provisions of this rule shall not be restored to the assignment list until and as the Pilotage Authority **so** directs.

X-2

Pilots registered in District #2 and #3 are subject to the disciplinary measures contained in the existing regulations of

the Pilotage Authority's policy on discipline.

- X-3 Violations such as failure to report work accidents, pattern of absenteeism, unauthorized absence from **work**, unavailability without notice, can incur suspension,

Amending Formula For Working Rules

- Y-1 If because of experiences during **the** navigation season, formal review and/or permanent revision of these rules appear warranted, the review and/or revision shall be initiated after the close of the navigation season and must be completed prior to the opening of the next season. All such permanent revisions must be reduced to writing, approved by the parties of this agreement, and issued to each pilot and **despatcher** in the district. Temporary rule changes may be instituted during the season by local authorities upon agreement by all parties concerned.

