

COLLECTIVE AGREEMENT

THIS 7TH DAY OF AUGUST 2008

BETWEEN

GREAT LAKES PILOTAGE AUTHORITY

AND

RECEIVED
OCT 21 2008

**THE PILOTS' CORPORATION, LAKE
ONTARIO AND HARBOURS**

AND

CANADIAN MERCHANT SERVICE GUILD

April 1, 20027- March 31, 2012

03250(10)

AGREEMENT made this 7th day of August 2008 at Cornwall, Ontario.

BETWEEN :

GREAT LAKES PILOTAGE AUTHORITY,
a body corporate established under the
Pilotage Act, having its head office
in Cornwall, Ontario.

(hereinafter called the "Authority").

OF THE FIRST PART

AND

**THE PILOTS' CORPORATION, LAKE ONTARIO
AND HARBOURS.**

(hereinafter called the "pilots"),

OF THE SECOND PART

AND

CANADIAN MERCHANT SERVICE GUILD

ARTICLE 1**PURPOSE OF AGREEMENT**

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Authority and the pilots, 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 timely movement of ships;
- b) Pilotage requires amongst other things, a specialized knowledge of navigation in confined waters and local knowledge of the navigable waters of Lake Ontario including the channels, harbours, the depths of water, the anchorages and aids to navigation;
- c) The participation of all pilots is essential to the achievement of the objects of the Authority;
- d) For the purpose of this agreement and in accordance with Section 9 of the Pilotage Act, pilots are employees of the Authority.

ARTICLE 2**DEFINITIONS**

2.01 For the purpose of this agreement:

- a) "authorized representative" means a person designated by the Corporation to represent them in any negotiations with the Authority or to represent an aggrieved pilot in the process of a grievance.
- b) "continuous employment" means employment in the service of the Authority without interruption during consecutive seasons.
- c) "Corporation" means The Pilots' Corporation, Lake Ontario and Harbours.
- d) "day" means calendar day unless otherwise stated.
- e) "day of rest" means a day on which a pilot is not

ordinarily required to perform his duties other than by reason of his being on leave of absence.

- f) "daily rate of pay" means a pilot's monthly rate of pay divided by twenty-two.
- g) "employer" means the Great Lakes Pilotage Authority.
- h) "grievance" means a complaint in writing presented by a pilot on his behalf or on behalf of himself and one or more other pilots.
- i) "home base" means the designated station, either Cape Vincent, New York, or St. Catharines, Ontario.
- j) "leave of absence" means permission granted by the **Director of Operations** to be absent from duty.
- k) "navigation season" shall mean, in any given year, that period of time between the starting date of the first assignment in Lake Ontario to an upbound vessel 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 the Lake Ontario to a downbound vessel similarly required under the regulations to be under the conduct of a pilot.

A twelve (12) hour pre-notice shall be given to the pilot prior to the first assignment of the season.

- l) "pilot" means a Canadian pilot licensed only for the waters of Lake Ontario and Harbours.
- m) **"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 are subject to the Working Rules, and work schedules of pilots;**
- n) "assignment" means a dispatch to a vessel where the pilotage duties are carried out by a Canadian or U.S. pilot, including a cancellation. **An assignment begins at the time the pilot is ordered for and ends when he disembarks at its destination or when the vessel anchors for any reason.**

- o) "official representative" means a member of the executive of the Corporation.
- p) "Guild" means the Canadian Merchant Service Guild.
- q) "overland transfer" means the transfer of a pilot from the Eastern Tour de Role to the Western Tour de Role or vice versa as ordered by the dispatch office
- r) "overland transfer on own initiative" means the transfer of a pilot as approved but not ordered by the dispatch office.
- s) "Eastern triangle" means all waters of Lake Ontario east of the mid-Lake Ontario line.
- t) "Western triangle" means all waters of Lake Ontario west of the mid-Lake Ontario line.

ARTICLE 3**APPLICATION**

3.01

The provisions of this agreement apply to the pilots in the bargaining unit, the Corporation, the Guild 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 Guild as the Corporation's authorized representative and exclusive bargaining agent of all the pilots and the sole agent through which representations may be made in all matters affecting the pilots collectively or individually.

ARTICLE 6**TIME OFF FOR OFFICIAL REPRESENTATIVES**

6.01

Meetings attended by official representatives of the Corporation, at the request of the Authority, shall be at the expense of the Authority. Those involved 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. 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 11 of this Agreement. On the day before such a meeting the dispatching of pilots so required shall be arranged with the **Operations Manager** of the Authority.

6.02 Official representatives of the Corporation may hold with themselves and/or their authorized representatives, 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 twelve (12) man-days per year. Unused days in any given year shall accumulate up to a maximum of fifteen (15) man-days. No more than two official representatives at a time may hold such meetings.

6.03 The parties agree that every effort shall be made to conduct negotiations for renewal of this contract 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 three (3) representatives of the Corporation to participate in the negotiations. Reasonable expenses incurred for the purpose of attending any such meetings shall be reimbursed by the Authority in accordance with the provisions of Article 11 of this Agreement.

6.04 The Authority shall contribute to the Corporation the sum of **\$370.00** each month **for the duration of the collective agreement** in recognition of the costs incurred for the administration of the Corporation.

ARTICLE 7

GRIEVANCE PROCEDURE

7.01 A pilot or the Corporation who has a grievance or dispute shall present it in writing as soon as practical but no later than ten (10) days after the date of the alleged dispute to the **Director of Operations**.

Step 1 The **Director of Operations** shall render a decision within seven (7) days and shall forward a copy of the decision to the Corporation and to the Canadian Merchant Service

Guild.

- Step 2 If a complaint or grievance is not adjusted to the satisfaction of the Corporation under Step 1 a meeting with the Chief Executive Officer (CEO) will be scheduled within 10 days of the response in Step 1 after which time the CEO will have seven (7) days to render a decision.
- Step 3 If the decision of the CEO is not acceptable and the Authority and the Guild 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 ten (10) days of the response in Step 2 require that the matter be referred to an Arbitrator.
- 7.02 Notwithstanding any other provisions of this agreement, if the Authority or any of its representatives fail or refuse to comply with any step or condition of the grievance procedure set out in article 7.01, the Guild, acting on behalf of a pilot, may submit the grievance at once to arbitration in the manner set out in article 7.04.
- 7.03 **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.
- 7.04 The arbitrator shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 7.05 Each party shall pay its own expenses and the parties shall share equally the expenses and fees of the arbitrator.
- 7.06 The arbitrator shall have no power to alter, add to, subtract from, amend, modify or substitute any part of this agreement.
- 7.07 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.
- 7.08 Upon application with reasonable notice to the Director

of Operations a pilot 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.

- 7.09 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 such pilot personally, but any settlement or disposition of such problem shall not be deemed as creating a precedent as regards the interpretation of this agreement.
- 7.10 A griever may abandon a grievance at any stage of the grievance procedure.
- 7.11 The suspension or cancellation of a pilot's licence shall be dealt with in accordance with the provisions of the *Pilotage Act* and the regulations thereunder.

ARTICLE 8

EMPLOYMENT

- 8.01 After the signing of this agreement, no licensed pilot shall be employed by the Authority as a licensed pilot for Lake Ontario and Harbours unless he is employed in accordance with and subject to the terms of this agreement.
- 8.02 Pilots shall be employed exclusively as pilots and shall not be expected to perform other duties or to be transferred out of Lake Ontario permanently or temporarily, without their consent. Employment as a pilot shall include the practical on-the-job training of apprentice pilots and examination of applicants.
- 8.03 Pilots shall be full time employees of the Authority during the navigation season. They shall all be kept on the "tour de role" and dispatched on the basis of their availability.
- 8.04 At the beginning of the navigation season all pilots shall be taken on strength by 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.

- 8.05
- 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 Authority.
 - b) Notwithstanding the fact that a pilot is performing 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.
 - c) **The Corporation, in consultation with Great Lakes Pilotage Authority, will implement ways and means to allow for contract pilots.**

8.06

There shall be no reduction of pilot numbers to meet temporary fluctuations in ship traffic in any navigation season. 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 pilots of such situation and provide them with all the supporting evidence, and shall consult the pilots as to the most appropriate means of remedying such situation. Without limiting the generality of the foregoing, the parties shall implement the following measures to redistribute work amongst pilots.

- a) voluntary early 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 or in the order of registration or issue of licence; and
- e) any other measures that the parties may agree upon.

8.07

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 pilots.

- 8.08 a) 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.
- b) Pilots on the Interview Board to interview persons applying for a ship's pilot position shall be compensated at the daily rate of pay, as well as, expenses incurred, for each day of the interviews, when such interviews are held outside the navigation season.

ARTICLE 9

DISPATCHING

- 9.01 Pilots shall be dispatched in accordance with the Dispatching Rules presently in effect. It is understood that temporary rules may be required to meet any new situation. Anything in this Agreement supersedes any difference in working rules.

ARTICLE 10

DAYS OF REST AND HOURS OF WORK

- 10.01 a) All pilots shall be granted eight (8) days of rest per twenty-eight (28) day cycle. Where the cycle is incomplete, the entitlement shall be prorated. A scheduled list of days off shall be posted well in advance after consultation with the pilots. An additional five day rest period shall be scheduled for every pilot during the period of June to September.
- b) Pilots shall maintain the option to utilize the additional five days mentioned in Article 10.01(a) singularly or in blocks to a maximum of five days.
- 10.02 a) If because of heavy traffic a pilot agrees to work on a day of rest and carries out a trans-lake assignment or a maximum of two (2) triangle assignments within a twelve (12) hour period, he shall be compensated at triple the daily rate under Article 18.01.
- b) If a pilot's assignment goes over the first twenty-four (24) hour period on overtime but does not exceed four (4) hours, he shall be **at one and one half the daily rate under Article 18.01.**

At every month's end, each pilot must submit their monthly overtime figures to the **Director of Operations** by the fastest means possible.

10.03

- 1) A pilot shall have a period of **thirteen (13)** hours rest after any trans-lake assignment.
- 2) a) A pilot shall have a period of **seven (7)** hours rest after any triangle assignment.
 - b) After assignment to and from Oshawa a **thirteen (13)** hour rest shall be granted, however, movages in Oshawa Harbour and Rochester or from anchorage to dock shall be considered the same as a Western Triangle assignment.
- 3) A pilot shall have a period of rest of **seven (7)** hours after completing an overland transfer between stations.
- 4) When a pilot has worked two (2) consecutive nights, he/she may ask not to be dispatched before 0500 hours the following morning. The pilot would keep his/her position on the tour-de-role, and if his/her services are required before the end of his/her rest, the next rested pilot would then be dispatched. For the understanding of this article, working nights means to be ordered for an assignment or transfer between the hours of 2000 hours and 0500 hours or an assignment ending between 0001 hours and 0600 hours or an assignment beginning before 20:00 and ending after 06:00.

A pilot must declare his/her intentions after debarking the second assignment.

10.04

For the purpose of section 10.03 rest will start one (1) hour from the time of disembarking pilot boat from any trans-lake assignment; for any other port, rest will start as agreed by the dispatch office after arrival at nearest base.

10.05

- a) **The pilot shall be compensated at one eight (1/8) of the daily rate for each hour of rest or portion thereof that he forfeits.**
- b) For the purpose of this clause remuneration for the forfeiture of rest shall commence at the time the pilot is called for an assignment and/or a combination of the two (2), however, limited to the maximum hours of rest provided under Article 10.03.
- c) A pilot who has been ordered for an assignment will remain ordered until a cancellation is received or the assignment is completed. If for any reason the vessel is

more than three (3) hours overdue or delayed from sailing or not underway at Cape Vincent or Port Weller, an automatic cancellation assignment will exist. If cancelled the pilot will have the option of remaining at the top of the tour-de-role or being placed at the bottom of the list and be entitled to four (4) hours of rest. In the ports, if the pilot is in agreement and is retained by the Master or is requested by the Authority, the pilot shall be paid the hourly rate as laid out in Article 10.5(a), for each hour in excess of two (2) hours, until the vessel departs or is no longer delayed. If cancelled by the Master or Agent the pilot will have the option of remaining at the top of the tour-de-role or, being placed at the bottom of the list, and will be entitled to four (4) hours of rest.

ARTICLE 11

TRAVEL EXPENSES

11.01 Each pilot will designate which station he claims as his "home base", either St. Catharines or Cape Vincent.

11.02 a) For each assignment the Authority shall pay a lump sum amount for travel and subsistence.

<u>Year</u>	<u>Amount</u>	<u>% Increase</u>
2007	\$155.00	2.6%
2008	\$160.00	3.2%
2009	\$165.00	3.1%
2010	\$170.00	3.0%
2011	\$175.00	2.9%

b) For each ordered overland transfer the Authority shall pay a lump sum amount of -

<u>Year</u>	<u>Amount</u>	<u>% Increase</u>
2007	\$268.00	5.1%
2008	\$276.00	3.0%
2009	\$284.00	2.9%
2010	\$293.00	3.2%
2011	\$302.00	3.1%

c) **On April 1 of 2009, 2010 and 2011, if the average Consumers Price Index (1991-100) (Transportation component of the Consumer Price Index) for the last 12 months for Toronto as published by Statistics Canada (hereafter C.P.I.) exceeds the stated percentage (%)**

increase for that year then the lump sum amount in 11.02 a) and b) will be increased by the average CPI of that year and not by the stated percentage increase.

- 11.03
- a) For an assignment to and from Port Weller, where a taxi contract with the Authority exists pilots will use the services of the Contractor within a 12 mile radius of Lock 7.
 - b) In the event of an interruption of public transportation and where other travel arrangements are required, the Authority shall pay all reasonable expenses incurred in excess of the lump sum provided for an overland transfer.
 - c) Should there be a continued disruption of public transportation, the Authority and the Corporation agree to assess the situation through direct consultation.
 - d) Public transportation is the accepted mode of pilot travel.
 - e) **The Authority will provide or reimburse for a taxi to and from assignments at any port on Lake Ontario.**

ARTICLE 12 **LEAVE CREDITS - GENERAL**

- 12.01
- When the employment of a pilot who has been granted more vacation, sick or special leave 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 13 **VACATION LEAVE**

- 13.01 For the term of this contract:

- a) i) A pilot shall earn vacation leave as follows:

1 to 6 years service inclusive	15 days
7 to 14 years service inclusive	18 days
15 to 21 years service inclusive	21 days
22 years of service and over	26 days

- ii) A pilot who is employed for less than one (1) year's service, shall earn vacation leave at the rate of one and one-quarter (1 1/4) day per month to a maximum of twelve (12) days. For the purpose of this paragraph a pilot must be on the payroll for at least ten (10) days in each month.

- 13.02 Annual leave shall be taken at the end of the navigation season.
- 13.03 Salary shall be paid during annual vacation at the rate of a pilot's regular daily rate of pay.
- 13.04 All pilots shall be considered on strength for the full time of their annual leave with Saturday, Sunday and holidays not to be counted as days of annual leave, notwithstanding that the navigation season has been completed.

ARTICLE 14**DESIGNATED HOLIDAYS**

- 14.01 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 provided he was not on leave without pay on both the working day immediately preceding and following the designated holiday. The following days are designated holidays for the purpose of this clause:

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

ARTICLE 15**SPECIAL LEAVE**

- 15.01 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 the payroll for a minimum of ten (10) days. As credits are used they may continue to be earned to the maximum.
- 15.02 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.
- 15.03 For the purpose of this Clause and Clause 15.05, 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) 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 or sister-in-law and grandparents of spouse.

15.04 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.

15.05 At the discretion of the Authority, special leave with pay may be granted due circumstances not directly attributable to the pilot including illness in the immediate family as defined in Clause 15.03. Such leave will not be unreasonably withheld.

15.06 Where a pilot has insufficient or no credits to cover the grant of special leave within the meaning of Clause 15.03, Clause 15.04, 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 16

SICK LEAVE

16.01 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.

16.02 The use of sick leave credits shall not be applicable for the first day of such leave in any sick period, which first day shall be without pay unless the pilot is

hospitalized or provides a doctor's certificate in which case the leave will be charged against sick leave credits.

For the purpose of this article, the loss of pay on the first day of sickness shall be the pilot's monthly rate of pay divided by thirty (30).

16.03 Unused sick leave shall be accumulated throughout a pilot's employment with the Authority.

16.04 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 satisfied the Authority of this condition in such a manner and at such a time as may be determined by the Authority, and
- b) He has the necessary sick leave credits. The first day of such leave will be without pay.

16.05 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.

16.06 During January of each year a pilot may elect for payment of up to 50% of accumulated sick leave credits accumulated in the year, in excess of 90 days, provided that this does not reduce his total sick leave accumulation below ninety (90) days.

16.07 Leave for child care responsibilities are without pay and consists of Maternity Leave and Child Care Leave. Leave shall be granted according to the Canada Labour Code.

ARTICLE 17

OTHER TYPES OF LEAVE

17.01 Leave of absence with pay shall be granted 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:
 - i) in or under the authority of a court of justice or before a grand jury, or under the authority of the Pilotage Act,

- ii) before a court, judge, justice, magistrate or coroner,
- iii) 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 his duties of his position,
- iv) before a legislative council, legislative assembly, or any committee thereof that is authorized by law to compel the attendance as witnesses before it, or
- v) before an arbitrator or umpire or a person or body of persons authorized by law to make inquiry and to compel the attendance of witnesses before it.

ARTICLE 18**REMUNERATION**

- 18.01 a) All pilots shall be paid a monthly salary during the navigation season as follows:

2007	\$10,568.00	2.5%
2008	\$10,832.00	2.5%
2009	\$11,103.00	2.5%
2010	\$11,436.00	3.0%
2011	\$11,779.00	3.0%

- b) If the average Consumers Price Index (1991-100) for the last 12 months for Canada as published by Statistics Canada (hereafter C.P.I.) for the month of March 2008 exceeds by more than 2.5% the C.P.I. for the month of March 2007 the monthly rates of pay in effect on April 1, 2008 shall be increased by the amount of growth of the C.P.I. over 2.5%. If the average Consumer Price Index (1991-100) for the last 12 months for Canada as published by Statistics Canada (hereafter C.P.I.) for the month of March 2009 exceeds by more than 2.5% the C.P.I. for the month of March 2008, the monthly rates of pay in effect on April 1, 2009 shall be increased by the amount of growth of the C.P.I. over 2.5%. If the average Consumer Price Index (1991-100) for the last 12 months for Canada as published by Statistics Canada (hereafter C.P.I.) for the month of March 2010 exceeds by more than 3% the C.P.I. for the preceding month of March 2010, the monthly rates of pay in effect on April 1, 2010 shall be

increased by the amount of growth of the C.P.I. over 3%. If the average Consumer Price Index (1991-100) for the last 12 months for Canada as published by Statistics Canada (hereafter C.P.I.) for the month of March 2011 exceeds by more than 3% the C.P.I. for the preceding month of March 2010, the monthly rates of pay in effect on April 1, 2011 shall be increased by the amount of growth of the C.P.I. over 3%.

- c) Pilots hired and performing training trips shall be remunerated at 80% of the rate under 18.01(a).

18.02 . By the 15th of February 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.

18.03 The navigation season will be a minimum of eight (8) months and **seventeen (17)** days.

18.04 The Authority may send a pilot for an assignment to a boarding point outside the District or have a pilot disembark outside the District. In return, the Authority shall pay the pilot a lump sum of \$350.00 plus additional reasonable expenses incurred while outside the District.

18.05 a) For every assignment in excess of 100, multiplied by the average yearly number of effective pilots, averaged out on a monthly basis, during the navigation season, the Authority will pay the sum of the daily rate of pay times 1.5 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 the pilots during the season. Such monies shall be paid prior to January 31st of the year following the season.

- b) For 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 6; Effective Pilot means a pilot who has been available at least 10 days in the month.

18.06 The Authority agrees that the Pilots' Corporation, Lake Ontario and Harbours will perform all pilotage services for the Port of Churchill, Manitoba with properly certified and trained Lake Ontario pilots. The Authority agrees that the

following conditions apply only to the Port of Churchill pilotage activities and do not replace or amend any of the Articles of the present Collective Agreement.

The Authority agrees that a schedule for the Churchill pilots will be prepared with consultation of the Corporation before the end of April each year. In the event a pilot is in Churchill during his scheduled rest days, an equivalent number of rest days will be granted and suitably rescheduled once he returns to the Lake Ontario tour de role. These sacrificed rest days cannot be exchanged for financial remuneration on his return, and must be taken before December 1st.

The Authority agrees to supply and pay for appropriate accommodations and a vehicle at the Port of Churchill for the duration of the navigation season.

The Authority will pay **all** reasonable travelling expenses to deliver the pilot to the Port of Churchill and return the pilot to his home base following his work period in Churchill. The Authority will pay \$130.00 a day living allowance for each day the pilot is on station at the Port of Churchill during 2007, 2008, 2009, 2010 and 2011. There will be no remuneration for forfeiture of rest, as described in Article 10 of the Collective Agreement, while he is on station at Churchill.

The Authority agrees, for productivity purposes under Article 18.05 of the Collective Agreement, to credit the Lake Ontario productivity account with .75 of a trip for each day of the navigation season at the Port of Churchill. The navigation season duration is defined as being from, the arrival of the first ship requiring a pilot through to the pilot disembarking from the last ship of the season, with a minimum **of** 60 days. Actual assignments performed at Churchill and any training trips will not be additionally included in the productivity calculation under Article 18.05 of the Collective Agreement.

A pilot on station at Churchill will be deemed to be on the tour de role and available for piloting in the Lake Ontario district but while on station in Churchill, the pilot will not be included in the calculation for determining "Effective Pilots" under Article 18.05 of the Collective Agreement.

To provide continuity in the supply of pilots for the Port of Churchill, the Authority agrees to afford future Lake Ontario pilots the opportunity to receive the necessary training

required to effectively service the port.

In the event that pilots from the Pilots' Corporation, Lake Ontario and Harbours are not able to perform pilotage duties in the Port of Churchill, the Authority will take any and all measures possible to maintain a pilotage service at Churchill including contracting out the service.

The Authority agrees that any significant changes to the operation of the Port of Churchill requiring changes will be discussed with the Pilots' Corporation, Lake Ontario and Harbours.

ARTICLE 19

HEALTH AND WELFARE

19.01

The Authority will maintain life insurance for each pilot as described in the Supplementary Death Benefit Plan which is Part II of the *Public Service Superannuation Act*. The plan provides a benefit equal to twice the annual salary. (Calculation of annual salary is to be determined as per *Treasury Board Regulations*). The Authority will provide a \$5,000.00 life insurance benefit upon the death of a dependant. The benefits of such life insurance shall be payable to a pilot's beneficiaries and the Authority will pay 100% of the premiums throughout the year and throughout the term of the Collective Agreement.

The Authority shall pay for 100% of the premiums throughout the year and throughout the term of the Collective Agreement for the following plans:

- (a) The Provincial Health Care Plan (Employer Health Tax);
- (b) The Public Service Health Care Plan;
- (c) The Public Service Dental Plan;
- (d) The Public Service Disability Insurance Plan;
- (e) Out of Country Supplemental Insurance (Employee Coverage Only);

19.02

- a) Where a pilot suffers a loss of clothing and personal effects from a Maritime disaster or shipwreck during the course of his regular duty 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 section shall submit an Affidavit listing the individual items lost. This section 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 paid to him by the Authority.

- b) **The Authority will contribute to each pilot an amount of \$300 for 2007 and \$200 per year for the years 2008 to 2011 for the purchase and maintenance of their marine radios. Each pilot is solely responsible for their own radio. The Authority will continue to be responsible for paying the license to operate the radios.**

19.03

The Authority agrees to make a contribution towards the purchase of floater coats for the pilots. The Authority considers the coats to have a minimum five (5) year life and the pilot is to be responsible for all maintenance repairs or replacement during this period. The Authority will contribute 70% or a maximum of \$275.00 towards the cost of the coats.

ARTICLE 20

RETIREMENT AND SEPARATION GRATUITY

20.01

Each pilot will be allowed two (2) 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 the case of resignation from service, less any allowances previously granted.

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.

For those pilots employed by the Authority after April 1, 1994, the option clause under "Retirement and Separation Gratuity" will not apply and only 75% of accumulated sick and special leave credits will be paid.

Any payment hereunder shall be made at the rate of pay in

effect at the time of separation.

20.02 A pilot may, at age 58 or over or when the pilot's 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 21 **LEGAL DEFENCE**

21.01 The Authority agrees to pay to the Guild in April of each year, on behalf of each licensed marine pilot covered by this Agreement, the sum of TWO HUNDRED AND TWENTY DOLLARS (\$220.00) for the duration of this contract to cover the cost of legal defence for the said pilot as provided by the Guild's Legal Defence Fund.

21.02 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.

21.03 If a pilot is required to appear at any hearing 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 22 **CONSULTATION**

22.01 The Authority and the pilots mutually agree that benefits will accrue to all concerned from joint consultation on matters concerning the pilotage service in the region and meetings may be held between the Authority and the pilots 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 same with the pilots.

22.02 The following subject matters shall be deemed to be appropriate for consultation between the parties hereto during the terms of this agreement:

- a) increase or decrease in the number of pilots assigned or changes proposed to the limits of the Lake Ontario pilotage area;
- b) examination procedures for examination of 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; and
- d) any other subject mutually agreed upon from time to time by the Authority and the pilots.
- e) 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 any innovative navigation systems and/or update their general knowledge on navigation-related subjects. The cost of such courses including travel and living expenses shall be borne by the Authority on proof of attendance at such an institution.
- f) **When the Authority requires a pilot to take an upgrading course, the cost of such course including travelling expenses and living allowances, shall be borne by the Authority. In addition, the pilot's wages will be continued for each day of the course's duration while the pilot is on duty and the amount of one half (.5) of the daily rate of pay per day plus one day maximum for travel where the pilot is not on duty.**

ARTICLE 23

DURATION AND RENEWAL

- 23.01 This agreement may be amended by mutual consent.
- 23.02 This agreement shall be deemed to come into force on April 1, 2007 and shall remain in force until March 31, 2012.
- 23.03 After the expiry of the period specified above, the above agreement shall be automatically renewed for one (1) year at a time unless either party notifies the other in writing of his intention to terminate it within the ninety (90) days preceding its date of termination.

IN WITNESS WHEREOF the parties hereto set their hand and seal.

SIGNED, SEALED AND
DELIVERED by the
Authority in the
presence of :

GREAT LAKES PILOTAGE AUTHORITY

R.F. Lemire-C.E.O.

Witness

D. Trottier-Director of Operations

R. Menard-Secretary-Treasurer

R. Lalonde-Operations Manager

SIGNED, SEALED AND
DELIVERED by the Pilots'
Corporation Lake Ontario
and Harbours in the presence
of:

**PILOTS' CORPORATION, LAKE ONTARIO
AND HARBOURS**

Capt. B. Moulton - President

Witness

Capt. D. Wilson

Capt. G. Ferrao

SIGNED, SEALED AND DELIVERED
in the presence of

CANADIAN MERCHANT SERVICE GUILD

Witness

G. Cook

LETTER OF INTENT NO. 1

P. O. Box 95,
Cornwall, Ontario.
K6H 5R9

April 1, 2007.

Capt. B. Moulton,
President,
Pilots' Corporation Lake
Ontario and Harbours,
R. R. No. 1, 3051 Blue Church Road,
Prescott, Ontario.
K0E 1T0

Dear Captain Moulton,

Due to the lack of transportation between Cape Vincent, New York and Kingston, Ontario and between Toronto, Ontario and St. Catharines, Ontario coinciding with train arrivals, pilots will not be ordered overland between the hours of 1700 and 0500 unless such transportation can be arranged.

Robert F. Lemire,
Chief Executive Officer,
Great Lakes Pilotage
Authority.

LETTER OF INTENT NO. 2

P. O. Box 95,
Cornwall, Ontario.
K6H 5R9

April 1, 2007.

Capt. B. Moulton,
President,
Pilots' Corporation Lake
Ontario and Harbours,
R. R. No. 1, 3051 Blue Church Road,
Prescott, Ontario.
K0E 1T0

Dear Captain Moulton,

The Authority confirms that during the Spring and end of season periods, when vessel traffic is moving in one direction, the Director of Operations in consultation with the Corporation and with clearance from the District Despatcher, will, within agreed dates consider overland transfers "on the pilots own initiative" to be transferred under Article 11.02(b) of the Agreement.

Robert F. Lemire,
Chief Executive Officer,
Great Lakes Pilotage
Authority.

**WORKING RULES AND
DESPATCHING PROCEDURES**

LAKE ONTARIO

Issued by: Director of Operations
Great Lakes Pilotage Authority

Approved by: Representative
Pilots' Corporation Lake Ontario and Harbours

Approved by: Chief Executive Officer
Great Lakes Pilotage Authority
Cornwall, Ontario.

PREAMBLE

1. The fundamental reasons of these rules and/or instructions are to establish a system whereby fair and equitable distribution of work is assured to the pilots; an efficient pilotage service is assured to ships and pilots and despatchers are provided with clear and concise instructions for despatching procedures and for the maintenance of assignment lists and records. The collective agreement has priority on these rules.

2. Unless otherwise specified, the despatching procedures and working rules contained herein apply to all Lake Ontario pilots and to all despatchers for Lake Ontario.

DEFINITIONS

- (i) "AUTHORITY" means the Great Lakes Pilotage Authority
- (ii)
- (ii) "PILOT" means a Canadian pilot licensed for the waters of Lake Ontario and its harbours including Kingston harbour.
- (iii) "OFFICIAL REPRESENTATIVE" means a member of the executive of the Corporation.
- (iv) "SUPERVISOR" means the Director of Operations.
- (v) "OVERLAND TRANSFER" means the transfer of a pilot from the eastern tour de role to the western tour de role or vice versa as ordered by the dispatch office.

"OVERLAND TRANSFER ON OWN INITIATIVE" means the transfer of a pilot as approved by not ordered by the dispatch office.
- (vi) "STATION" means Cape Vincent, New York pilot station or Port Weller pilot station.
- (vii) "WESTERN TRIANGLE" means all waters of Lake Ontario west of the mid-Lake Ontario line.
- (viii) "EASTERN TRIANGLE" means all waters of Lake Ontario east of the mid-Lake Ontario line.
- (ix) "DESPATCH OFFICE" means the Cornwall despatch office.

GENERAL INSTRUCTIONS

A-1 Authorized employees of the Authority may, in case of emergency or particular circumstances, when "on the spot" decisions are necessary, institute orally temporary rule changes, providing

they consult their supervisor or **Operations Manager** before the action is taken. (see A-3)

A-2 If because of the experience acquired during the navigation season, a review and/or a revision of these rules are warranted, it must be initiated at the close of the season and be terminated before the opening of the next season. Any revision must be reduced to writing, approved by the parties involved and promptly distributed to each pilot and dispatcher of the district.

Temporary changes may be made during the navigation season after consultation between the Supervisor and the representative.

A-3 Orders given by the despatcher on duty must be followed.

In case of dispute, the order must be carried out and a report made to the Supervisor. For safety reasons, a pilot may refuse an order where his, other person or the vessel's safety is jeopardized. (see also 1-4)

A-4 The Cornwall despatch office shall keep informed as to the disposition of pilots and pertinent details, such as: time off and on assignments, unavailability, time expected at station, mode of travel, despatches, ship's name, destinations and times of departure and arrival. This information must be recorded and exchanged immediately and again on the night reports.

A-5 Sending of ETA's

All ETA's will be governed as per current Seaway Notices.

A-6 For the purpose of these rules:

a) All pilots arriving at Port Weller or any ports in the Western Triangle shall come under the despatching authority of the **Cornwall** despatch office.

b) All pilots arriving at Cape Vincent or at any ports in the Eastern Triangle shall come under the despatching authority of the Cornwall pilot office.

A-7 Disputes with agents, masters, etc. regarding completion of assignments shall be reported to and resolved by the appropriate supervisor.

ASSIGNMENT

B-1 Pilots shall take orders in person. Refusal to do so will be considered as refusal of the assignment.

B-2 Pilots are to report to the despatch office as soon as

practicable on disembarking from the vessel. This report is to be made by the pilot personally or may be made by telephone. The report will state name of ship, where bound, and any particulars which are unusual, any hazards to navigation or defects to ship's equipment or navigation aids observed during the trip; also the place and telephone number where the pilot will be staying until ordered. Pilots **shall** report to the dispatch office when arriving on station after being ordered overland, or returning from unavailability.

B-3 Rested pilots are to be available at all times while on the station, where they are to be at their places of residence, or easily accessible to those places. Whenever a pilot leaves his residence, he must furnish the dispatcher a phone number or means of contact and any other information which may limit his availability.

B-4 Pilots leaving the station, or living at a distance from the station, do so **at** their own responsibility.

B-5 Pilots are to be given at least two (2) hours notice for an order for a ship and for travel or a reasonable explanation if less than two hours notice must be given. (see E-1)

B-6 No pilot will accept any order for pilotage services except on call from a dispatcher. Specifically, no pilotage service will be performed without prior confirmation of the dispatcher.

B-7 A pilot who has been ordered will remain ordered until a cancellation is received or **when the** assignment is completed.

B-8 If an assignment has been cancelled for any reason, the name of the pilot assigned will be placed at the bottom of the tour-de-role subject to immediate recall if no rested pilot is available at the time a pilot is needed.

B-9 An order received from an agent or a master for a pilot shall be carried through as a dispatch and a pilot assigned. Agents or masters will be required to give a twelve (12) hour prospect order for a ship and a four (4) hour confirmation. (see *Great Lakes Pilotage Regulations*)

B-10 When a shortage of pilots is imminent, every effort shall be made to service vessels within the triangles.

B-11 The sequence of pilots' names on the assignment lists, once established cannot be altered except in the following cases:

- a) beginning and returning from rest intervals (see

- D);
- b) exchange of turns between pilots;
 - c) unavailability of a pilot;
 - d) time off for representatives (Article 6 of the Agreement).

B-12 Pilots may exchange turns with other pilots regardless of **their** position on the tour-de-role upon notifying the dispatcher, and names only will be changed on the list. The overtime clause shall not apply where **only** one pilot is rested.

REST BETWEEN ASSIGNMENTS

C-1 A pilot shall have a period of rest of **thirteen (13)** hours after any assignment between Cape Vincent and the Western Triangle and vice versa.

C-2 A pilot shall have a period of **seven (7)** hours rest after any Triangle assignment.

C-3 A pilot shall have a period of **seven (7)** hours rest after completing an overland transfer between stations or between Cape Vincent and the Western Triangle and except when travelling immediately before an eight (8) day rest period or vice versa after Western Triangle. (see F-4)

C-4 For the purpose of this section:

- a) rest will start one (1) hour after disembarking from cross lake assignments as described in C-1;
- b) rest will start as agreed with the appropriate dispatch office for any assignments other than stated in C-1.

C-5 Whenever practicable and possible, the despatch office will grant a pilot's request to return to nearest station for rest.

C-6 A pilot resting shall not be called before the end of his rest after assignment unless he has indicated otherwise on arrival. (see section F).

REST PERIODS

D-1 In order that each pilot be assured of eight (8) days rest per twenty-eight (28) day cycle, a work and rest schedule shall be established and promulgated at the opening of the season and shall be valid for the duration of the season. Where the cycle is incomplete, the entitlement shall be prorated.

D-2 Pilots shall be sent on rest regardless of their position on the tour-de-role.

D-3 Rest periods shall be scheduled to commence at 1201 and end at 1200 on the days assigned. However, rest after assignment and **7** hours to return to home base must be completed.

Pilots may request to go on their rest period before 1201 but can be despatched right up to 1200 if their services are required for trips in the triangles.

During the above period a pilot shall not be required to do a trans-lake assignment unless he agrees.

D-4 Each pilot must take either the days assigned or exchange periods with another Canadian pilot, but no pilot shall have more than once per season, two (2) consecutive eight (8) day periods.

The Corporation will provide a schedule by April 30th subject to approval from the Authority.

D-5 Upon returning from a rest period, a pilot will be restored to the bottom of the tour-de-role at his home base, unless previously agreed otherwise with the Authority. A pilot will be subject to immediate call if no rested pilot is available.

TRANSFERS

E-1 Any rested pilot may be called **for a** transfer overland to the other station or boarding place with a two (2) hour call before the departure of the selected public transportation. Pilots transferred from Cape Vincent will be given a four (4) hour call before the departure of **the** train or bus **from** Kingston. Despatchers will assist in train reservations.

E-2 **The Cornwall** pilot office will maintain a current schedule of all public transportations in the despatch area involved. Transportation problems and rest after travel should be considered when ordering pilots.

E-3 All Lake Pilots travelling overland from Cape Vincent to Port Weller shall advise the dispatcher of their route and ETA at Toronto or Port Weller and shall report by phone to the pilot office from Toronto to check on requirements before proceeding to Port Weller.

E-4 When needed and practicable, the Cornwall dispatcher will transfer to Port Weller, pilots required to cover Port Weller, Toronto or Hamilton, starting from the first on turn. However, the first on turn or succeeding pilots shall not be transferred if, at

the time the transfer is ordered, there are upbound ships actually **in** Iroquois Lock or above and requiring the services of these pilots.

E-5 When needed and practicable, the dispatcher will transfer to Cape Vincent pilots required to cover prospective orders at Cape Vincent, starting with the first on turn. However, the first on turn or succeeding pilots shall not be transferred if, at the time the transfer is ordered, there are downbound ships actually **in** Lock 7 or below and requiring the services of these pilots.

E-6 Pilots transferred between stations will be placed on the tour-de-role of the receiving station in the same order in which they were sent from the original station, behind those pilots who are already on station awaiting orders. A separate tour-de-role will be kept for both Toronto and Hamilton for pilots standing by there, and pilots ordered to either of these ports will go on turn behind pilots already there awaiting orders. (see Section C)

E-7 No pilots **shall** be held unnecessarily at Cape Vincent if there are no upbound ships above Lock No. 4 Beauharnois requesting the services of a pilot.

E-8 At Port Weller or Cape Vincent, when a pilot transfers on his own initiative, no rest after travel shall be granted.

OVERTIME AND FORFEITURE OF REST

F-1 When a shortage of pilots is imminent, pilots on **their scheduled** rest periods shall be asked to work overtime. If a pilot volunteers and carries out an assignment, he shall be compensated at the agreed rate. However, no pilot will be asked to work overtime if their rest period is to expire in twelve hours or less for a trans-lake assignment and in six (6) hours or less for an assignment in the Western Triangle.

F-2 i) Pilots who have completed an assignment but are not rested will be asked when reporting in if they agree to work during their rest (Forfeiture of rest).

ii) Pilots "on assignment" will be asked and have priority over pilots on **scheduled** rest days for possible work during their rest between assignments.

F-3 **If** a pilot volunteers and carries out an assignment during his rest after assignment, he, in lieu of his rest, is entitled to the agreed rate. However, no pilot shall be assigned to a third trans-lake assignment without having his **thirteen (13)** hours rest and no pilot shall be assigned to another assignment

after completing a trans-lake and triangle assignments consecutively without a minimum of **seven (7)** hours rest. A third trans-lake assignment means when the period of rest between the first and second trans-lake assignments was of less than six (6) hours duration.

F-4 For the purpose of this section, overtime shall commence at the time the pilot is called for an assignment or for travel. **A 12 hours notice will be given whenever possible.**

UNAVAILABILITY

G-1 Any pilot who without good cause:

- a) refuses or fails to comply with or submit to the appropriate rules and/or authorities in these working rules;
- b) refuses to accept an assignment, or obey a dispatcher's or Director of Operation's order;
- c) fails to report as required for or carry out an assignment received;
- d) during the course of his duties boards or services a ship, 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 upon the pilotage service;
- f) fails to keep the appropriate pilot office informed as to his whereabouts, as required, or is unaccounted for;

shall be deemed to be in violation of these rules.

G-2 Any pilot violating G-1 above or absent from duty for any other reason shall have his name removed from the tour-de-role and marked "unavailable".

His name shall not be replaced on the tour-de-role before twenty-four (24) hours or subsequent twenty-four (24) hours period. When reporting himself for duty, his name shall be placed at the bottom of the tour-de-role.

G-3 Any pilot, who comes back on turn after an absence or from a rest interval and subsequently removes his name from the tour-de-role without having made a trip, will have his

unavailability count from the first absence.

G-4 Any absence for illness in excess of three (3) continuous days with pay and absences up to a total of seven (7) days with pay in a year require a certificate from a qualified practitioner. (16.05(a) of agreement).

TIME OFF FOR PILOTS' REPRESENTATIVES

H-1 Official representatives of the pilots attending meeting with the Authority, in the normal administration of the agreement, will be held at the bottom of the tour-de-role until completion of the meeting and will be permitted the usual rest period before being called. Those on a day of rest at the time of attending a meeting will be granted an additional twelve (12) hours of rest each day of rest lost to a maximum of twenty-four (24) hours. (6.01 of agreement).

H-2 Authorized and or official representatives of the pilots 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". (6.02 of agreement)

GENERAL DUTIES OF DESPATCHERS

I-1 Every despatcher being relieved shall hand over all the necessary information which will ensure the continued efficient despatching of pilots.

I-2 Every despatcher when taking over responsibility for a shift shall:

- a) verify the assignment lists;
- b) check the traffic sheets, prospect and order lists;
- c) read and note standing orders for pilots and despatchers;
- d) read and note messages still current.

I-3 Every despatcher shall, when on duty, carry out the following duties.

- a) the despatching situation which exists at the time;
- b) maintenance of all records, logs, forms etc.;
- c) state of the assignment lists;
- d) despatching of pilots;
- e) recordings on "CODE-A-PHONE" at, or as near as possible, to two hour interval where applicable;
- f) every despatch and forfeited rest must be recorded. (see A-4)

- g) make every effort to reach a pilot on board a ship to find out if he is willing to do a turn around if required.
- h) performing other related duties.

I-4 When there is a dispute in the interpretation **of** these rules, the despatchers must be ready to present themselves, together with the aggrieved pilot or pilots, before the **Director of Operations** and a pilot's representative if the pilot so requests it.

APPROVAL

ISSUED BY _____ DATE August , 2008
OPERATIONS MANAGER
Great Lakes Pilotage Authority,
Cornwall, Ontario.

APPROVED BY: _____ DATE August , 2008
DIRECTOR OF OPERATIONS,
Great Lakes Pilotage Authority,
Cornwall, Ontario.

APPROVED BY: _____ DATE August , 2008
REPRESENTATIVE,
Pilots' Corporation Lake Ontario and Harbours

APPROVED BY: _____ DATE August , 2008
REPRESENTATIVE,
Pilots' Corporation Lake Ontario and Harbours

APPROVED BY: _____ DATE August , 2008
CHIEF EXECUTIVE OFFICER,
Great Lakes Pilotage Authority,
Cornwall, Ontario.

37