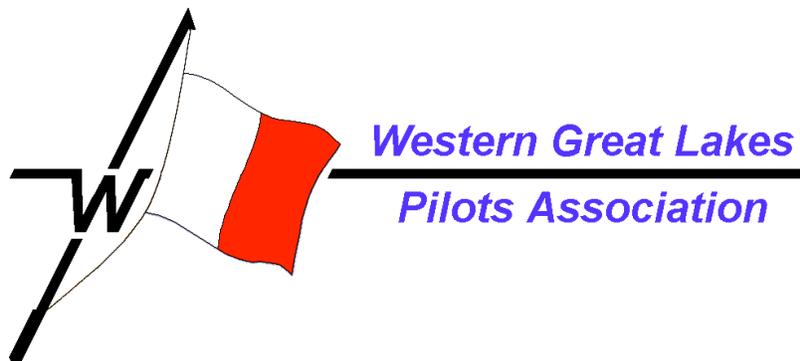


ARTICLES AND BYLAWS

WORKING RULES AND DISPATCH PROCEDURES

OF



WESTERN GREAT LAKES PILOTS
ASSOCIATION, LLP

GREAT LAKES PILOTAGE DISTRICT NO. 3

AS APPROVED 24 FEBRUARY 2001

AMENDED 25 SEPTEMBER 2009

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ARTICLES AND BYLAWS

WESTERN GREAT LAKES PILOTS ASSOCIATION, LLP

GREAT LAKES PILOTAGE DISTRICT No. 3

TO FURTHER COMMON PURPOSES, THE MEMBERS AGREE TO ORGANIZE UNDER THESE ARTICLES OF ASSOCIATION:

ARTICLE I NAME

The name of this association shall be WESTERN GREAT LAKES PILOTS ASSOCIATION, LLP, hereinafter referred to as the "Association".

ARTICLE II STATEMENT OF PRINCIPLE

The Association is a "pilot pool" of limited power and purpose to be governed by the Registered Pilot Members under the principle of an equal right of participation. There shall be no discrimination among pilots or those wishing to become pilots on the basis of race, color, age, gender, place of national origin, or any other basis deemed illegal.

The Association has only those powers conferred and those delegated to it by its member pilots by these Articles and Bylaws and any rules adopted hereafter, and in compliance with the United States Code of Federal Regulations (CFR). Furthermore the Association will not take any action that conflicts or is otherwise inconsistent with the United States Code (46 U.S.C. §§ 9301 et seq.) and the federal regulations (C.F.R. Parts 401-404)

Nothing contained in these Articles and Bylaws or in any rules adopted hereafter shall render the members of the Association responsible for the pilotage duties of other members, nor for any purpose as employees of the Association. No member, officer, agent or employee shall be liable for the acts or failure to act of any other member, officer, agent, or employee of this Association.

ARTICLE III PURPOSE

A. The Association exists to provide equipment, facilities, and services for its member pilots who individually provide pilotage service to ships, to consider and deal by all lawful means with common problems involved in the profession of piloting and to secure cooperative action in advancing common purposes of the members of the Association. The Association shall represent member pilots, when and where appropriate, before governmental and private entities in matters relating to pilotage and to

obligations and responsibilities of the member pilots and the pool under all treaties, laws and regulations relating thereto.

B. The Association shall serve as the collection agent for pilotage fees earned by its member pilots.

C. The Association shall establish and maintain a pool of appropriately licensed pilots authorized to provide pilotage services in accordance with the Great Lakes Pilotage Act of 1960, as amended, 46 U.S.C. § 9101 et seq., on the waters of the Great Lakes located within District #3.

D. The Association shall attract, train, educate and provide the necessary and proper training for apprentice pilots in accordance with 46 C.F.R. § 401.211.

ARTICLE IV MEMBERS

A. ELIGIBILITY. All pilots who possess a U.S. Registration or Temporary Registration issued by the U.S. coast guard for the waters of District # 3 on the date of the adoption of these Articles shall be eligible for membership in this voluntary association. Upon signing of the Membership Agreement, the pilot shall be granted membership, and considered a member pilot of the Association for the purposes of Article III. Other persons who thereafter become Temporarily Registered pilots shall become member pilots of this Association under the provisions of these Articles and Bylaws. All member pilots shall be bound by the Articles and Bylaws and rules of this Association.

B. REGISTERED PILOT MEMBER. Any member pilot possessing a U.S. Certificate of Registration for the waters of District # 3 and having fulfilled his obligations as TEMPORARY REGISTERED PILOT MEMBER, shall be a Registered Pilot Member as specified in these Bylaws.

C. TEMPORARY REGISTERED PILOT. Any member pilot holding a temporary registration from the U.S. Coast Guard for the waters of District # 3, shall be a Temporary Registered Pilot Member. This category includes Temporary Registered Pilots who are in training to become Registered Pilots and Temporary Registered Pilots who have agreed to provide pilot services for a specific time period.

D. VOTING. Each Registered Pilot Member in good standing under these Articles and Bylaws shall be entitled to one vote in the affairs of the Association. Proxy voting shall not be permitted. Temporary Registered Pilot Members may attend meetings, but shall not be entitled to vote in the affairs of the Association.

For the purposes of this provision, a Registered Pilot Member shall not be deemed in good standing for the following reasons:

- (1) The member's registration has been suspended or revoked by the Director, and the time for appeal has expired;
- (2) The member has withdrawn from the Association (whether or not the capital contribution has been redeemed.)
- (3) The member has been unavailable to perform pilotage services for any reason during the entire shipping season preceding the vote in question.

F. **SUSPENSION OR REVOCATION OF MEMBERSHIP.** If the Disciplinary Committee decides that a member has violated the Working Rules, Articles and Bylaws, or any other subsequent rule of the Association to such a degree that the Committee feels that suspension or revocation of the pilot's membership in the Association is appropriate, then its recommendation to the Director of Pilotage can be implemented only by a vote of all of the of the Association entitled to vote, with a two-thirds majority of those entitled to vote being required to refer a recommendation to the Director of Pilotage.

ARTICLE V CAPITAL CONTRIBUTIONS

A. **INITIAL.** The capital contribution required by each Registered Pilot Member will be equal to that of other Registered Pilot Members in the Association.

Payment of initial capital contribution shall be made in the following manner: \$1,000.00 at the time that the pilot becomes registered and a Registered Pilot Member in the Association with the remaining balance paid at the end of the Shipping Season in which the pilot becomes a Registered Pilot Member.

The amount of the capital contribution shall be reviewed annually by the officers of the Association who shall then recommend such changes to the membership as they deem appropriate.

B. **SUPPLEMENTARY.** Additional supplementary capital contributions may be assessed Registered Pilot Members from time to time as the need arises. Such supplementary capital contributions shall only be assessed with the approval of the majority of the voting Registered Pilot Members of the Association.

C. **CAPITAL ACCOUNTS.** Individual capital accounts shall be maintained by the Association of the capital contributed by its members. Upon withdrawal from membership in the Association, a member shall be entitled to repayment of his capital contribution under the terms and provisions of these Articles and Bylaws.

D. **CAPITAL CERTIFICATE.** A receipt in the form of a capital certificate over the signatures of the President, Secretary, and Treasurer may be issued as evidence of the capital contributed by the member.

Such certificates shall contain on their face a statement of the amount of initial capital contributed, and the provisions of these Articles and Bylaws that limit their assignability and provide for their redemption.

Such capital certificates may contain on their back acknowledgment of additional supplementary capital contributions under the signature of the President, Secretary, and Treasurer.

A capital certificate shall be prima facie evidence of a member's capital contribution.

E. **REDEMPTION.** Any member, upon permanent withdrawal from membership in the Association, may redeem his capital certificate(s) of account at face value in the following manner: \$1,000.00 paid within 60 days of permanent withdrawal with the remaining balance to be paid at the end of the Shipping Season in which the pilot withdraws.

F. **LIMITED INTEREST.** The interest of a member in the capital assets of the Association is limited to an amount equal to his total capital contribution. The withdrawal, retirement, or death of a member shall not work a dissolution of the Association, but the Association shall continue as before such withdrawal, retirement, or death. Further, the death of a member shall not entitle the personal representative of a deceased member to an accounting or to take any action in the courts or otherwise

against the Association or its Board of Supervisors; but the personal representative shall succeed to the rights of the deceased member in the deceased member's capital account.

ARTICLE VI OFFICERS

A. BOARD OF SUPERVISORS. There shall be a Board of Supervisors of the Western Great Lakes Pilots Association (hereinafter referred to as the "Board of Supervisors"). The said Board of Supervisors shall consist of the President, the First Vice President, the Second Vice President, the Secretary, and the Treasurer of the Association. All members of the Board of Supervisors shall be Registered Pilot Members.

B. ELECTION OF OFFICERS. An election of all officers to serve during the year 1992 will take place within 30 days after the receipt by the Association of the "Letter Authorizing Temporary Provision of Pilot Services". Beginning with the year 1993, both the First Vice President and Secretary shall be elected for a one-year term. Thereafter each shall be elected for terms of two years. Beginning in 1993, and thereafter, the President, Second Vice President and Treasurer shall each be elected for terms of two years. Officers shall serve until their respective successors are elected and qualified.

The officers of the Association shall be elected by "secret ballot" and by majority of the votes cast. Except when the election of an officer is not contested, the votes shall be tabulated by an independent entity selected by the Board of Supervisors or the full Membership if the vote arises during the course of a meeting of the full Membership.

In the event none of the candidates for an office receives a majority vote, the election for that office shall be an inconclusive election and there shall be a run-off election in which the two candidates with the largest number of votes shall participate.

Nomination of candidates for office shall take place at the annual post-season meeting held in January. Balloting shall commence on the date agreed to at the meeting, but not later than March 1st. No ballot shall be counted that is postmarked more than 15 days after balloting commences. Balloting shall be conducted by certified mail.

Any member of the Board of Supervisors shall be eligible for re-election.

In the event a run-off election is necessary, balloting for the run-off election shall commence on the day the ballots are tabulated in the inconclusive election, or as soon as practicable thereafter. Once balloting has begun, it will continue for 15 calendar days with the ballots to be tabulated at 1200 hours on the nearest business day thereafter.

In lieu of conducting elections by paper ballot and U.S. Mail service, balloting may be conducted electronically with the use of an independent third party election service. If electronic balloting is utilized, the amount of time for casting a ballot will be reduced from 15 calendar days to 7 calendar days.

C. VACANCY IN OFFICE.

1. In the event of a vacancy in an office, a nomination form shall be mailed to each Registered Pilot Member's current address for the nominations of a candidate to fill the remainder of the vacant term. Nominations, either verbal or in writing, will be accepted until 1200 hours on the 10th day of the month following the vacancy. Balloting under the provisions of Article VI section B will commence on the 15th day of the month following the vacancy, and will continue until 1200 hours on the last day of the month, at which time the ballots will be tabulated.

If electronic balloting is utilized, the amount of time for casting a ballot will be reduced to seven calendar days.

2. A member elected to fill a vacancy on the Board of Supervisors will be sworn in accordance with Article VI Section D of these Articles and Bylaws at the earliest possible date after tabulation of the ballots and shall serve until the term of the vacated office is completed.

D. OATH OF OFFICE. The President, First Vice President, second Vice President, Secretary and Treasurer shall take the following oath:

"I do solemnly swear that I will, to the best of my ability, judge impartially in all cases concerning the members of the Association, without prejudice or favor; and that I will also faithfully perform the duties that are devolved upon me by virtue of my office; to the performance of which I pledge my most sacred honor."

In the event that any of the officers shall be absent on the date set for them to be sworn in, the President is empowered to swear them in any day thereafter.

E. OPERATION OF THE BOARD OF SUPERVISORS. The Board of Supervisors shall be responsible for the administration of the affairs of the Association and the management of its property and employees. The Board of Supervisors may take action upon the affirmative vote of the majority of its members. It may entrust to the proper officers, members and employees of the Association the care and management of its property and the administration of the details of its affairs; fix the duties, obligations and responsibilities of such officers and employees; and see that the proper books of account of all financial operations are kept and monthly reports provided all member pilots and the Director of Pilotage.

F. DUTIES OF OFFICERS.

1. PRESIDENT. The President shall represent the Association, when and where appropriate, before governmental and private entities in matters relating to pilotage and to the obligations and responsibilities of the member pilots and the pool. The President shall be the chief executive officer of the Association and shall preside over all meetings of the Association and of the Board of Supervisors. He shall be a member ex-officio of all committees. He shall communicate to the Association such matters and make such suggestions as may tend to promote the welfare and increase the usefulness of the Association and shall perform such other duties as are necessary and incident to the office. He shall see that these Articles and Bylaws and the rules and regulations of the Association are enforced.

2. VICE PRESIDENTS. The Vice Presidents shall, in the order of their succession, perform all the duties and have all the powers of the President when, for any cause, the President is unable to act. This is the only duty of the Vice Presidents other than their role on the Board of supervisors.

3. SECRETARY. The secretary shall keep a correct record of the proceedings at all meetings of the Board of Supervisors, and of the membership. The Secretary shall also perform such other duties consistent with his office as may be required by the President or the Board of Supervisors.

4. TREASURER. The Treasurer shall oversee accounts of all monies received and expended by the Association and shall perform such other duties consistent with his office as may be required by the President or the Board of Supervisors.

G. PAYMENT OF BILLS. No money shall be paid by the Association for bills contracted by any member or employee unless authorized by majority consent of the Board of Supervisors, or required by court order.

H. REMOVAL OF OFFICERS. Any officer may be removed at any time during the tenure of his office for cause. Cause for removal is defined as a violation of a section of these Articles. Removal will be decided by a vote. All of the Registered Pilot Members of the Association shall be entitled to vote, with a two-thirds majority of those entitled to vote being required to remove an officer.

ARTICLE VII MEETINGS

A. ANNUAL MEETINGS. There shall be two annual meetings held each year: a post-season meeting and a pre-season meeting. The post-season meeting will be held in January prior to the 15th of that month. The purpose of this meeting is to nominate officers; discuss matters and problems that have occurred during the previous season; form committees; and transact any business pertinent to the Association. The pre-season meeting will be held prior to the onset of the next navigation season. The date of the pre-season meeting will be established at the preceding post-season meeting. The purpose of this meeting is to install officers, receive reports, and transact any business pertinent to the Association for the upcoming shipping season.

B. SPECIAL MEETINGS. Special meetings may be called at any time by the President, majority of the officers of the Association, or by any three Registered Pilot Members.

C. NOTICE. Notice of all meetings shall be issued by the President or his designee and shall be mailed to the last recorded address of each Registered Pilot Member and Temporary Registered Pilot Member at least ten (10) days before the time appointed for the meeting. A listing of central topics of discussion shall be included in the notice.

D. QUORUM. A majority of the Registered Pilot Members of the Association, when present at any meeting, shall constitute a quorum; and, in case there is less than this number, the presiding officer may adjourn from time to time until a quorum is present.

- E. ORDER OF BUSINESS. The order of business at both annual meetings shall be:
1. Call to Order.
 2. Reading of minutes of the previous meeting.
 3. Reports of officers.
 4. Reports of committees.
 5. Old business.
 6. New business.
 7. Adjournment.

The order of business may be altered or suspended at any meeting by a majority vote of the members present. Meetings will be conducted in accordance with Robert's Rules of Order, newly revised, 1970.

F. VOTING PROCEDURE. When, in the judgment of the presiding officer, or any other officer participating, any questions shall arise at a special meeting that should be put to a vote of all of the Registered Pilot Members, the matter shall be submitted to the membership in writing by mail for vote or decision.

G. BOARD OF SUPERVISORS MEETINGS. The Board of Supervisors shall meet at least four times a year, meetings taking place in the winter and spring and two or three times during the course of the shipping season. Because of the size of the district, the members of the Board of Supervisors need not be in the same physical location for these meetings, and conference calls or tele-conferencing shall suffice. The Board shall meet not less than four times a season, but additional meetings may be held whenever necessary, as determined by the President or any two (2) members of the Board of Supervisors.

H. MINUTES. Minutes of all Annual Meetings, Special Meetings and meetings of the Board of Supervisors shall be distributed to all member pilots within two (2) weeks of the meeting, or as soon thereafter as practical.

ARTICLE VIII SELECTION OF APPLICANT PILOTS AND TRAINING OF TEMPORARY REGISTERED PILOTS

With approval from the Director of Pilotage, apprentices will be selected by the membership from the list of applicants who have applied to the Director of Pilotage and meet all of the requirements for Applicant Pilot. A training program, approved by the Director, shall be initiated that conforms to the requirements of the Federal Regulations, as pertain to the establishment, requirements, and operation of a pilot training program.

Applicants accepted under the provisions of this Article shall serve as Applicant Pilots and Temporary Registered Pilots for a period of not less than one year from the date of their acceptance. In accordance with the approved training Plan, at regular intervals after acceptance, the Training Committee will review their progress and report to the Director. After the completion of the prescribed training as an Applicant Pilot, the Training Committee may recommend the Applicant Pilot to the Director for Temporary Registration.

After the completion of the approved training program, any other requirements contained in the Federal Regulations and specifically the requirements contained in 46 C.F.R. 401.200 and 46 C.F.R. 401.220, the Temporary Registered Pilot shall be eligible for recommendation to the Director of Pilotage for registration for the waters of District # 3. Prior to such recommendation, the Training Committee shall review the record of such Temporary Registered Pilot as to his or her demonstrated aptitude, ability, completion of the requirements for registration, and other relevant factors and certify that such Temporary Registered Pilot should or should not be recommended to the Director of Pilotage for registration. If it is determined that such Temporary Registered Pilot should be recommended for registration, then the proper procedure for registration shall be initiated with the Director of Pilotage. If it is determined that such Temporary Registered Pilot should not be recommended for registration, the membership of the Association shall vote on whether to continue such Temporary Registered Pilot in the training program for another year or to sever his relationship with the Association with a majority of the votes being cast, and subject to the Director of Pilotage's approval, determining the issue. A favorable vote shall be considered a recommendation by the Association that such Temporary Registered Pilot be continued in the training program for another year. At the end of the following year, the Temporary Registered Pilot shall be reviewed again in the same manner as this review, and the same procedure followed.

Upon receipt of a U.S. Certificate of Registration, and compliance with the rules of membership, a Temporary Registered Pilot shall become a Registered Pilot with all rights, privileges, and responsibilities of a Registered Pilot.

The daily rate of pay for an Applicant Pilot or Temporary Registered Pilot shall be 70% of the base daily rate for Registered Pilot Members; for a first year Temporary Registered Pilot Member in the training program the daily rate shall be 80% of the daily rate for Registered Pilot Members; and a second year Temporary Registered Pilot Member in the training program shall receive a daily rate equal to 90% of the daily rate for Registered Pilot Members. Applicant Pilot and Temporary Registered Pilot Members are not eligible for year end distributions.

ARTICLE IX FITNESS, RIGHTS AND DUTIES

A. REFERRAL TO THE DIRECTOR OF PILOTAGE. If on the affirmative vote of at least two-thirds of all of the Registered Pilot Members, a finding is made that any member pilot has become unfit to continue to perform the duties and responsibilities of pilotage, the Association shall immediately

advise the Director of Pilotage of the situation so that the Director of Pilotage, under his authority in 46 C.F.R. 401.250, may revoke, suspend or not renew the pilot's registration or take other appropriate action as he may be authorized to take.

B. INCAPACITY. In case of incapacity arising from sickness, injury or any other calamity, an active Registered Pilot Member or active Temporarily Registered Pilot Member in the Training Program, after the first seven (7) days of said injury or illness and upon presentation of a medical certificate to the Association testifying as to his illness and asserting that he is not able to provide pilotage services, shall receive the same daily pay as active working pilots. Such pilot shall not, however, receive year end distribution for the days unavailable due to his incapacity. Members are entitled to this benefit only while unable to work during the shipping season, the entitlement lasting for a maximum of ninety (90) days from the original date of unavailability due to the incapacity -- or until disability insurance benefits begin, whichever comes first. When a member pilot claims benefits under this Article due to incapacity, the Board of Supervisors will, at their sole discretion and at any time, have the option of having the pilot examined by a physician or medical facility of their choice. If this physician or medical facility finds the pilot in question to be physically able to perform pilotage services, then the incapacity benefit as stated in this Article will be denied or terminated. Before returning to duty after collecting pay under this Article, the pilot must have a certification from an attending physician stating that the pilot is fit to perform pilotage service.

C. DEATH OF A MEMBER.

1. If any Registered Pilot Member shall die while active in the Association, said member's personal representative or designated beneficiary shall be entitled to the full month's pay for the month in which he died, and year end distribution for the days available of the deceased pilot.

2. If any Registered Pilot Member dies while active in the Association, in addition to the provisions of the previous paragraph, said member's personal representative or designated beneficiary shall be entitled to sixty days of the active Registered Pilot Member's daily pay. This shall be paid on the same schedule as an active Registered Pilot Member, starting with the month after the month in which death occurred.

D. RETIREMENT AS DEFINED FOR HEALTH CARE BENEFIT

If a Registered Pilot Member has accrued 3,600 days of availability as a Registered Pilot Member he will then be eligible for retirement as it applies to any health care benefit for retirees. The accrual of this time will start on the first day that the member becomes a Registered Pilot Member (Partner in Western Great Lakes Pilots Association, LLP). Any health care benefit that this member is entitled to will commence on the first day of the month after which he retires.

E. FINES. Fines may be assessed against any pilot who violates the Working Rules of the Association. Fines are specified in the Working Rules. The Director of Pilotage will be notified of any disciplinary actions taken and/or any fines assessed.

ARTICLE X DISTRIBUTION OF EARNINGS

A. SHIPPING SEASON. The Shipping Season shall be defined as the period of time between when the first upbound vessel of the season, after the opening of the St. Lawrence Seaway, bound for District #3 clears Port Huron and when the last downbound vessel, prior to the closing of the St. Lawrence Seaway, clears Port Huron. The time between the end of the season and the start of the next season shall be called the Off Season.

B. DAILY PAY. All active member pilots shall receive a daily rate of pay for each day available, and for each day unavailable with authorization, from April 16 to December 15. In addition, each active member pilot shall receive 2.0 times the daily rate of pay from December 16 until the last day he services a vessel at the end of the season or is released by the dispatcher, and from the first day he services a vessel at the beginning of the season until April 15. An active member pilot shall not, however, receive daily pay for any day of unauthorized unavailability. The daily rate of pay will be reviewed and revised (if necessary) on an annual basis by the Board of Supervisors and approved by the membership at every pre-season meeting. Temporary Registered Pilot Members, not in the training program, shall be paid a daily rate and expense reimbursal that is determined by the Registered Pilots in good standing at each annual pre-season meeting.

C. YEAR END DISTRIBUTION. At the end of every calendar year monies collected, after deduction of all expenses, shall be divided among the active Registered Pilot Members. The amount due each Registered Pilot Member shall be calculated in the following manner:

The amount of money that remains for year end distribution shall be divided by the sum of the total number of available days of all of the Registered Pilot Members eligible for the distribution for that season. The result of this calculation shall be multiplied by the number of available days for an individual pilot, and that amount shall be the year end distribution for that individual pilot. Available days for this purpose shall be defined as pre-season days available, post-season days available, days available during the shipping season while not on authorized rest and rest days worked. Temporary Registered Pilots are not eligible for this distribution.

The Board of Supervisors shall be authorized to establish a "draw" against year end distribution from time to time based on consideration of the financial status of the Association and upon recommendation of the Certified Public Accountant of the Association. Once established this draw will be distributed to each Registered Pilot Member. The amount of this draw will be added back into the money that remains for year end distribution and shall not impact the above-mentioned formula for determining year end distribution.

D. OFF-SEASON PAY AND DISTRIBUTION. Any pilot performing pilotage services in the off season shall be paid 90% of the revenue generated. The remaining 10% shall be paid to the dispatcher who assigned the work. Payment shall be made as soon as possible after the revenue is received.

ARTICLE XI CONSTRUCTION

These Articles and Bylaws shall be construed and interpreted under the laws of the State of Wisconsin, and shall not be interpreted in such a way as to restrict, modify, or interfere with the laws of the United States of America, or any rules or regulations lawfully promulgated thereunder.

ARTICLE XII GUARANTY OF CERTAIN ASSOCIATION OBLIGATIONS

A. Each member of this unincorporated association, upon signing a membership agreement, agrees to be jointly and severally liable for all contractual obligations of the Association arising from the conduct of the Association's business.

B. In consideration of the extension of credit and advances of funds to the Association by M & I First National Bank of Superior, with its office in Superior, Wisconsin, each member jointly with the other members, and severally as an individual, guarantees payment of all loans, debts, and other obligations of the Association owed to said M & I First National Bank of Superior arising from credit granted presently or in future to Western Great Lakes Pilots Association by said Bank. This guaranty includes payment of all principal and interest due on such obligations, and all sums reasonably expended to enforce collection from the Association, and from the undersigned.

C. As part of this guaranty each member agrees to defer collection, and to subordinate his claims against the Association, or any member thereof, to the claim of said Bank against the Association or any such member. This guaranty shall remain in full force and effect, and shall not be released or impaired by the action or alleged failure of the Bank to act with regard to the obligations of the Association or with regard to such security to obligations of the Association as may be granted, or which said Bank may fail to obtain or enforce with regard to debts of the Association.

D. This guaranty shall terminate as to a member of the Association, when the Bank receives written notice of revocation signed by such member, or when said Bank receives notice of the death of the member. But as to obligations subject to this guaranty at the time the Bank receives such written notice of revocation, or death of the member, this guaranty shall remain in full force and effect, and shall be enforceable against such member, his heirs, personal representative, and assigns.

E. In guaranteeing the debts of the Association owed to said Bank, each member acknowledges that this guaranty is extended in the best interests of the member and his family.

ARTICLE XIII INDEMNIFICATION

A. **MANDATORY INDEMNIFICATION.** The Association shall indemnify each member of the Board of Supervisors (or other board or body empowered to act in the capacity of a board of directors), each member of any committee or any sub-committee of the Association and the estate, executor, administrator, personal representatives, heirs, legatees and devisees of any such person against all judgments including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses including attorneys' fees and any other liability that may be actually and reasonably incurred by him as a result of any claim, action, suit or proceeding, whether civil, criminal, administrative or otherwise, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into by virtue of his service in either the aforementioned official Association capacities if: (i) done, omitted or entered into in good faith, (ii) for which he received no improper benefit, (iii) within what he reasonably believed to be the scope of his employment or authority, and (iv) for a purpose which he reasonably believed to be in or not opposed to the best interests of any in connection with the proper administration, management, conduct of affairs of the Association or any committee thereof or of any other corporation, partnership, firm, joint venture, association, trust organization or any other enterprise or entity whatsoever for which the Association is providing administrative, management or other services. Additionally, with respect to any criminal action or proceeding, said individual shall be entitled to such indemnification only if he had no reasonable cause to believe that his conduct was unlawful. Provided, however, that if any such claim, action, suit, or proceeding whatsoever is compromised or settled, it must be done with the prior and express approval of the Board of Supervisors or such other persons as may be authorized to make determinations with respect to indemnification pursuant to Section D of this Article. The termination of any action, suit or proceeding by judgment, order, settlement conviction upon a plea of "nolo contendere" or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably

believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. PERMISSIVE INDEMNIFICATION. The Association may, in the exercise of the sole and absolute discretion of a majority vote of a quorum of the Board of Supervisors, indemnify any Registered Pilot Member or Temporary Registered Pilot Member, officer, employee or other agent of the Association acting in a representative or official status or capacity on behalf of the Association to the same extent that indemnification of members of the Board of Supervisors and Association committee members is provided for under section A of the Article.

C. AVAILABILITY OF INDEMNIFICATION. Indemnification under this Article shall not depend upon whether or not such individual is a Registered Pilot Member or Temporary Registered Pilot Member of the Association, or such person is a member of the Board of Supervisors or any committee of the Association, or an officer, employee or agent of the Association, at the time such claim, action, suit, or proceeding is begun, prosecuted or threatened, nor on whether or not the liability to be indemnified was incurred or the act or omission occurred prior to the adoption of the Article.

D. PROCEDURE FOR DETERMINATION. In such instance in which a question of indemnification hereunder arises, determination in the first instance of the right to indemnification hereunder, and of the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Board of Supervisors, provided, however, that no member of the Board of Supervisors seeking indemnification hereunder as a result of any occurrence or omission giving rise to a determination of the availability of indemnification shall participate in said determination. In the event that a majority of the members of the Board of Supervisors are seeking indemnification hereunder as a result of the same occurrence, or the number of Board of Supervisors members eligible to vote does not constitute a quorum, such determination in the first instance shall be made by independent legal counsel retained by the Association for the express purpose of making the determination. Nothing in this section is intended to make an adverse determination finally binding upon the person seeking indemnification under this section, or to preclude any such person from appealing an adverse determination against him, or from instituting legal proceedings to enforce the right of indemnification under this section.

E. ADVANCE INDEMNIFICATION

1. Generally, notwithstanding any other provision of this Article to the contrary, a person may seek, and the Association may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of Section D of this Article upon receipt of both a written affirmation by the person seeking advance indemnification that the appropriate standard of conduct necessary for indemnification by the Association as authorized in this section has been met in addition to a written undertaking by said individual to repay the amount of advance indemnification if it shall be ultimately determined that the appropriate standard of conduct has not been met. Any award of such advance indemnification by the Association shall be discretionary and subject to the provisions of this section.

2. PROCEDURE FOR DETERMINATION. In such instances where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restrictions attached thereto shall be made by a majority vote of a quorum of the Board of Supervisors, provided, however, that no member of the Board of Supervisors seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of members of the Board of Supervisors are seeking indemnification as a result of the same occurrence or the number of members of the Board of Supervisors eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Association for the express purpose of making the determination.

3. DISCRETIONARY NATURE. Any determination of advance indemnification shall be discretionary and may provide for the time, manner, and amounts advanced hereunder and shall include such limitations as may be deemed appropriate in the particular circumstances on rate of payment, the total amount to be advanced, and the security, if required by the Board of Supervisors in its sole discretion, for repayment of such advance.

4. REPAYMENT OF ADVANCE INDEMNIFICATION. Any advance indemnification authorized hereunder shall be repaid to the Association if the person on whose behalf the advance was made is not entitled to indemnification of his costs and expenses under the provisions and in accordance with the standards for indemnification provided in this section in accordance with both the written affirmation and undertaking.

F. INSURANCE. By action of its Board of Supervisors, notwithstanding any interest of the members of the Board of Supervisors in such action, the Association may purchase and maintain insurance, in such amounts as the Board of Supervisors deems appropriate, on behalf of any person who is or was a member of the Board of Supervisors, a member of a committee of the Association, an officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, firm, joint venture, association, trust, organization, or any other enterprise or entity whatsoever, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power or would be required to indemnify him against such liability under the provisions of this Article.

G. NATURE OF BENEFIT. The indemnification provided in this Article shall be secondary to any benefits to which the person may be entitled to receive from any applicable insurance policy providing Directors and Officers, errors and omissions or other applicable insurance coverage which has been or may be procured by the Association or for which the Association paid or will pay for the required premium. The indemnification provided by this Article shall be primary over any indemnification provided by a member of the Board of Supervisors at his or its own expense.

H. RIGHTS NOT EXCLUSIVE. The rights of and to indemnification under this Article shall not be exclusive of any other rights any such person may have as a matter of law, agreement or otherwise.

I. REPORT OF INDEMNIFICATION. The Board of Supervisors shall report any indemnification under this Article, in writing, to all Registered Pilot Members, at least two week prior to the next meeting of Members. The report shall identify (1) the person(s) indemnified; (2) the amount paid; (3) the claim, action, suit or other proceeding involved; (4) the act or omission alleged to have occurred; (5) the subsection of this Article under which indemnification was made; and, (6) the outcome or disposition of the claim, action, suit or other proceeding.

ARTICLE XIV AMENDMENTS OF ARTICLES AND BYLAWS

These Articles and Bylaws may be amended or repealed, in whole or in part, by two-thirds vote of the Registered Pilot Members of the Association. The membership shall receive written notification of any proposed changes or additions to the Articles and Bylaws at least two weeks prior to the meeting at which the proposal shall be placed on the Agenda for discussion.

The Association shall forward a copy of its Articles and Bylaws, including all subsequent amendments, to the Director for review and shall ensure that nothing contained therein is inconsistent with federal law or effects the Associations ability to maintain efficient and effective pilotage service.

ARTICLE XV DISTRIBUTION OF PROPERTY ON DISSOLUTION

In the event of a dissolution of this Association, its properties shall be distributed as follows:

1. Payment in full or at a pro rata basis of all capital accounts.
2. Any remaining assets shall be divided equally among all Registered Pilot Members.

ATTESTATION

The foregoing Articles and Bylaws were adopted at a meeting of this Association duly called and held on the 24th day of February, 2001.

WESTERN GREAT LAKES PILOTS ASSOCIATION, LLP
Superior, Wisconsin

By _____
Mr. John Swartout, Secretary, WGLPA

DIRECTOR OF PILOTAGE

By _____
Mr. Frank Flyntz, Director, Office of Great Lakes Pilotage

WORKING RULES AND DISPATCH PROCEDURES

WESTERN GREAT LAKES PILOTS ASSOCIATION, LLP

GREAT LAKES PILOTAGE DISTRICT NO. 3

PREAMBLE

1. Western Great Lakes Pilots Association, LLP, which is authorized to form an association for the purposes of providing pilotage services, and its individual members, hereby adopt the following Working Rules in accordance with the Great Lakes Pilotage Act of 1960 and the Great Lakes Pilotage Regulations.
2. The fundamental purpose of these rules is to establish a system in which the fair and orderly distribution of work is assured to pilots through provisions that allow proper and efficient service to the vessels while supplying pilots and dispatchers with clear instructions as to dispatching procedures, including proper control and maintenance of assignment lists and records.

A-GENERAL

- A-1 These rules shall not be altered, changed or otherwise revised or rewritten except as provided for in the Regulations. In accordance with 46 C.F.R. 401.320 (d)(2), the Association shall submit all Working Rules to the Director for approval.
- A-2 Unless otherwise stated in these Rules, these Working Rules and Dispatch Procedures shall apply equitably to all United States Pilots serving in District No. 3, and to all dispatching personnel of the Association.
- A-3 United States Registered Pilots and Applicant Pilots, and Temporary Registered Pilots may select their areas of operations determined by the Association in accordance with the following criteria:
- (a) Approval by the Association Training Committee (in the case of Applicants only),
 - (b) Seniority in the Association as defined in Section F.
 - (c) Member in Good Standing

All pilots assigned to an operating area, or to general assignment, shall have equal rights to a place on the assignment list of the area to which they are assigned, subject to the provisions of these Rules. There shall be no bumping or other assertion of seniority in order to take a ship out

of turn on the list. Initial assignments at the beginning of the navigation season are made according to the last assignment of the previous season.

- A-4 All pilots, prior to becoming a member of the Association, shall enter into a membership agreement with the Association that allows the Association to bill for the member's services and deduct authorized expenses. It will require the member to comply with these working rules, and any other rules which the membership adopts.
- A-5 In accordance with 46 C.F.R. § 401.320(b)(2), the Association shall submit all Working Rules to the Director for approval.

B-OPERATING AREAS

- B-1 For the purposes of these Rules, the Association's operating areas are:
 - (a) St. Mary's River-DeTour to Buoy 33.
 - (b) Port Pilotage areas to be designated by the membership of the Association each year at the Pre-Season Meeting.
 - (c) General Assignment/Translake Pilotage.
- B-2 At the annual pre-season meeting, all pilots in the Association shall be given the opportunity, if qualified, to bid for an operating area. Those qualified under section A-3 of these rules to bid will be honored in accordance with seniority. A pilot need not be present at the meeting to exercise this option. If a pilot is not present his intended bid must be received in writing at the offices of the Association two business days in advance of the pre-season meeting.
- B-3 When in the opinion of the Board of Supervisors there is sufficient increase or decrease of traffic to require the temporary or permanent transfer of an additional pilot to an area of operating assignment, the position shall be offered to all Association pilots on the basis of seniority, with the highest seniority pilot being given first choice. If no pilot volunteers for such reassignment, the Board shall select a pilot based on reverse seniority, giving due consideration to qualifications and experience.
- B-4 Canadian pilots subject to assignment by the Association shall participate in accordance with the Memorandum of Arrangements between the United States and Canada.

C-ASSIGNMENT OF PILOTS

- C-1 At each dispatching station there shall be maintained, as a permanent record, an assignment list containing the following information for each pilot on station and available:
 - (a) Name
 - (b) Time placed on assignment list

- (c) Order of assignment
 - (d) Special or miscellaneous information
- C-2 Pilots will be assigned to duty in the order in which their names appear on the assignment list, their turn to be determined by the time of arrival on station from a ship, by overland transportation, or returning from rest. On returning from rest the pilot's name shall be placed on the bottom of the list.
- C-3 Except as provided herein, all pilots on a station assignment list possess equal rights, and no preferential or discriminatory assignment shall be made.
- C-4 Consistent with the applicable federal statutes and regulations regarding Great Lakes pilotage, a pilot taking a vessel in turn will perform all pilotage service required until:
- (a) The vessel comes to rest in port,
 - (b) The pilot is relieved by another pilot,
 - (c) The vessel leaves the District, or
 - (d) The vessel goes to anchor and the dispatcher releases the pilot.
- C-5 Pilots shall be dispatched to vessels in turn, the vessel's turn to be determined on the basis of a confirmation of the vessel's E.T.A. or the time that a pilot is required to take transportation to an out of town assignment. The time required to leave for overland transportation shall be determined by the dispatcher, based on average travel times.
- C-6 A pilot, upon completion of an assignment, shall promptly report to the WGLPA dispatcher on duty.
- Upon such contact, the pilot's name shall be placed on the assignment list for that area, and he shall be given information regarding the status of the local list, including the probable period of time he can expect to stay in that area. Pilot's time on the assignment list is to be determined by the time debarking a vessel (if at a berth or lock) or pilot boat. When debarking a vessel (if at berth or lock) or pilot boat at the Soo, a pilot will be given one and one-half (1 1/2) hours travel time before his name is placed on the assignment list at De Tour.
- C-7 No pilot shall depart from his area of assignment until he receives instructions from the dispatcher.
- C-8 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 turns by mutual consent, providing no other pilots are affected and that each pilot accepts his assignment. When pilots have exchanged turns, they will promptly notify the dispatch office of the exchange.

- (c) A pilot refusing his assignment after trading turns shall be considered unavailable from the time of his original assignment.
 - (d) Exchange of turns may occur only once for each assignment.
 - (e) Turns may not be changed when rest period assignments will be upset.
 - (f) On the basis of registration to provide pilotage services in the assigned area.
 - (g) The returning of pilots to their permanent area of assignment.
- C-9 All pilots, prior to disembarking from vessels on which they have rendered services, shall obtain from the Master or other appropriate ship's officer accurate, current information regarding the vessel's estimated time of departure, itinerary, and estimated pilotage requirement, if any. This information shall be furnished to the WGLPA dispatcher on duty. Pilots on board ship should send an amended or confirmed E.T.A. to the WGLPA dispatcher on duty at least 12 hours prior to arrival with the exception of E.T.A.'s for Port Huron, DeTour and Buoy #33 where a 12-hour and a 4-hour call are required.
- C-10 Pilots shall be assigned only by the dispatcher. No pilot shall render pilotage services except on call from the appropriate dispatcher or by the Director of Pilotage.
- C-11 A pilot shall receive four hours notice regarding the commencement of his assignment or travel, shall be given all information about his assignment, and shall be kept informed by the dispatcher of all changes in his assignment.
- C-12 If a pilot order is canceled after the pilot has boarded the vessel, upon his return to the pilot station he shall be placed at the bottom of the assignment list. If the assignment has been canceled because of weather, mechanical breakdown, or any other reason beyond the ship's control and the pilot has not boarded the vessel, the pilot shall remain first in turn for an assignment.
- C-13 Each pilot is responsible for providing the dispatcher with a telephone number where he can be reached.
- C-14 A pilot who returns from an excused absence shall report either in person or by telephone to the nearest pilot station upon completion of his absence.
- C-15 DISPATCH FOR ST. MARY'S RIVER--Subject to the provisions of Section D, the following rules apply to assignment lists maintained in the restricted area (Designated Waters):
- (a) Two assignment lists shall be maintained, River and Translake.
 - (b) Available pilots shall be assigned from these lists as their names come to the top.
 - (c) A pilot who has been unavailable, with or without authorization, shall not have his name placed on the assignment list until he has reported in and declared himself available. Upon his return he shall be placed on the top of the assignment list. Conversely, a pilot returning from rest days, a time when he is required by Regulation to be continuously available, shall be placed at the bottom of the assignment list.

- (d) Soo River pilots, when returning to the Soo area by overland transportation, shall be placed on the bottom of the assignment list.

C-16 PORT DISPATCH--Subject to the provisions of Section D, the following rules apply to assignment lists maintained for the Ports:

- (a) Two lists shall be maintained:
 - (1) Port Pilotage
 - (2) Translake Pilotage
- (b) Available pilots shall be assigned from these lists as their names come to the top.
- (c) A pilot who has been unavailable, with or without authorization, shall not have his name placed on the assignment list until he has reported in and declared himself available. Upon his return, he shall be placed on top of the assignment list. Conversely, a pilot returning from rest days, a time when he is required by Regulation to be continuously available, shall be placed at the bottom of the assignment list.
- (d) A harbor pilot returning to his operating area via overland transportation shall be placed at the bottom of the assignment list.

C-17 DISPATCH OF GENERAL ASSIGNMENT PILOTS--Subject to the provisions of Section D, the following shall govern the dispatching of general assignment pilots within the district:

- (a) When a general assignment pilot leaves a ship, he will go on the assignment list that is maintained for the operating area in which he departed the ship and he shall perform all services rendered by pilots in that area.
- (b) A general assignment pilot working in an area of operating assignment shall have priority over the pilots assigned to that area for translake moves leaving that area. This priority shall be subordinate to the priority established for pilots returning to their own area of assignment.
- (c) A pilot who has been unavailable shall not have his name placed on the assignment list until he has called in and declared himself available. He shall then be placed at the top of the assignment list. Conversely, a pilot returning from rest days, a time when he is required by Regulation to be continuously available, shall be placed at the bottom of the assignment list.
- (d) When the needs of traffic require that pilots be ordered by overland transportation from one area to another, the general assignment pilot who is first on the list shall be transferred out of the area before local pilots are so transferred.

D-TRANSFERS

- D-1 A transfer, within the meaning of these Rules, is when a pilot or pilots are sent from one pilot station to another, or when a pilot is assigned to a vessel distant from the point at which he is located.
- D-2 In the case of an assigned area pilot serving on a list outside of his area, the dispatcher will:
- (a) If there is a shortage in the pilot's assigned area, forthwith return the pilot to his area; or
 - (b) Assign each pilot to the first translate vessel requiring the services of a pilot which is destined for the pilot's assigned area.
- D-3 At all pilot stations where in the opinion of the dispatcher there is sufficient number of permanently assigned pilots on the list to handle all foreseeable pilotage requirements within 24 hours, a pilot assigned may be returned immediately to his operating area by overland transportation at the option of the dispatcher.
- D-4 If a pilot wishes to move from one point at which he is located to some other point for personal convenience, and this move does not affect the position that he now occupies on the assignment list, the move shall be made only with permission of the dispatcher, and then at the personal expense of the pilot.
- D-5 If a pilot is assigned to a vessel distant from the point at which he is located and is transferred by a mode of overland transportation that requires he drive for more than 3 hours, then a pilot may take a half hour rest for every hour driven, to be taken at the destination of the transfer. Average overland travel time between ports or pilot stations will be posted at all pilot stations and will be used by the dispatcher for calculating the amount of travel rest that the pilot has the option of taking.

E-AUTHORIZED AND UNAUTHORIZED UNAVAILABILITY

- E-1 Except as authorized in these Rules, any pilot who:
- (a) Cannot be located by telephone at the number reported to the dispatcher by the pilot for the receiving of orders;
 - (b) Refuses an order;
 - (c) Fails to report when and where required after accepting an order for pilotage assignment;
 - (d) Reports that he is or will be unavailable;
 - (e) Fails to report as required to the station upon arrival;
 - (f) For any other reason is, or becomes, unavailable or unaccounted for;

shall be marked "unavailable" and taken off all assignment lists for 24 hours, starting at the recorded time of unavailability. Upon termination of the 24 hour period, providing that he has personally notified the station that he is now available, he will be placed on the top of all assignment lists.

E-2

- (a) In the event of illness, a pilot is to report his unavailability and the dispatcher will record the reason therefore on the availability record and assignment lists, in 24-hour increments. After a pilot receives an assignment or questions the dispatcher regarding pilotage requirements, he cannot refuse the assignment because of illness. A pilot who reports himself unavailable due to illness after receiving an assignment, or questioning the dispatcher regarding pilotage requirements, will be marked unavailable on the availability record, unless and until the pilot provides a medical certificate to the Association confirming the pilot's illness. A pilot who is unavailable because of illness for seven days or more must produce a medical certificate to the Association testifying as to his illness, and asserting that he is able to return to work before he can be listed as available on records and assignment lists. Upon his return he will be placed at the bottom of the assignment list for the area.
- (b) Pilots will be permitted seven days of sick leave per season. Pilots unavailable due to illness will receive daily distribution for up to seven days each season, but no year-end distribution will be paid for such sick leave taken. Pilots who do not use this sick leave shall receive a credit of one day available for each sick leave day not taken, as part of the year-end distribution.
- (c) **Emergency Career Leave**
Pilots shall be provided with a career leave up to 60 days in duration to deal with a catastrophic family or personal situation. The 60 days can be fractional and will be compensated at \$150 per day with no days available pay for year end distribution. The leave can be used during the shipping season with no pay during the off season. All insurances shall be maintained by WGLPA. Documentation of family/personal emergency shall provided to and be approved by the WGLPA Board. The leave shall not be retroactive.

E-3

- (a) Pilots are permitted to go off the list for "personal reasons" in 24 hour increments for a period of time not to exceed 72 hours per season. The pilot will try to give the dispatcher as least 24 hours notice before going off the list for personal reasons. Pilots will receive no daily distribution or year end distribution for personal days taken. The pilot will give the dispatcher a 12 hour notification prior to return and will be placed at the top of the assignment list for that area. A personal day shall be defined as a 24 hour period that may begin at any hour of the day or night that the pilot specifies. That 24 hour period may fall between jobs that occur on two consecutive days, but it will still cost the pilot a day's pay and distribution.
- (b) Pilots will be permitted a four day absence in the event of a death of an immediate family member. Pilots absent for this purpose will receive daily distribution for each day taken but no year end distribution will be paid.

E-4

Pilots may attend meetings or conduct business for the Association at its discretion. Such pilots shall try to remain available but, if it is necessary to go off the list, they shall be placed on the

bottom when they return. Meetings or Association business will be conducted in such a manner as not to cause delays to ships.

- E-5 No salaries, compensation, or other form of remuneration shall be paid to any officer or member of the Association for association business / administrative work other than as provided for in E-4 and E-8.
- E-6 A pilot who is unavailable shall promptly notify the dispatcher. A pilot who knows in advance that he will be unavailable shall give the dispatcher immediate notice and reason therefor.
- E-7 Pilots who are unable to take their turn when called from the list because of excused absence shall go to the bottom of the lists when reporting back from such excused absence.
- E-8 Pilots unavailable for assignment because of Association business as authorized by a majority of the Board of Supervisors shall receive both the daily rate and a day available for year end distribution for all such days worked, with the exception of those days coming during a pilot's rest period. Rest days worked on Association business shall be reimbursed at 2.0 times the daily rate, with no allowance made for year end distribution.

F-SENIORITY

- F-1 It is recognized that certain matters will require the establishment of a seniority roster by Western Great Lakes Pilots Association, LLP. All at the time of the start of the 1992 Shipping Season as defined in the Articles and Bylaws of Western Great Lakes Pilots Association, LLP shall be placed on the seniority roster in the order in which their names appear on the seniority roster established by ILA Local #444 on 1/4/90. Any member joining after the start of the 1992 Shipping Season shall be placed on the seniority list based on the date on which the member signs his Membership Agreement with the Association. Any seniority disputes will be settled by the Association subject to the approval of the Director of Pilotage.
- F-2 When two or more applicant pilots join the Association at the same time, their seniority shall be determined based upon the selection order recommended by the Training Committee.

G-SAFETY

- G-1 A pilot shall not consume intoxicants for a minimum of 8 hours before boarding a vessel to perform pilotage service.
- G-2 Each pilot shall maintain himself in good physical condition, and in accordance with the regulations, shall have a physical examination at least once each year and will provide the original copy of the results of such examination to the Director of Pilotage each year.
- G-3 No pilot shall be assigned to a vessel where his personal health, safety or welfare are in jeopardy, nor shall he be compelled to remain aboard where such conditions exist. When such a condition exists, the Director of Pilotage shall be immediately notified either through the local dispatcher, or directly by the pilot.

- G-4 The Association and all pilots will at all times exercise diligence in the prevention of accidents. Detailed reports shall be submitted to the Association, Director of Pilotage, and the U.S. Coast Guard when required pursuant to the Code of Federal Regulations.

H- Rest

- H-1 Pilots shall receive a scheduled rest period, when operational requirements allow, from May I through November 15. A rest schedule will be established at the pre-season meeting through a lottery drawing, and will be adhered to for the following season. The following rules shall apply to the scheduled rest periods:
- (a) When operational requirements allow, and subject to the provisions of paragraph (d) below, a pilot shall be entitled to a rest period as determined by the Association on an annual basis.
 - (b) At the pre-season meeting all translake pilots will designate a “home port” for the following season. The home port will be selected from one of the following ports: Port Huron, Chicago, Duluth-Superior, or De Tour Village. Harbor pilots or St. Mary’s River pilots will have their respective areas of assignment designated as their home port. During the season the dispatchers will make sure that a pilot is at his home port when he goes on his rest days. If a pilot is not at his home port, then the dispatcher will transfer the pilot to his home port by overland transportation at the Association’s expense. At the end of his rest period the pilot must be available at his station. Once the rest period is over, though, the pilot must be prepared to resume work at that time if needed. Notwithstanding any other provision of this paragraph, pilots normally assigned to specific harbors or to the St. Marys River will have their respective areas of assignment designated as their home port.
 - (c) A pilot, on completing his last assignment and mandatory rest period may be asked to work on his scheduled rest period. If he accepts the assignment he will be placed on the bottom of the list where needed and will begin his assignment in turn. In the event pilots on scheduled leave are asked to work, they shall be given adequate travel time to get back to the station where needed and upon returning to the station and reporting to the dispatcher, shall be placed on the bottom of the list where needed. If a pilot is called out on scheduled rest days, pay will commence 12 hours before the original time ordered of the first assignment, and end 12 hours after the “off” time. The pay distribution will be 2.0 times the normal daily rate. Under no circumstances shall a pilot be called out while on a mandatory rest period.
 - (d) The Board of Supervisors may, if it deems necessary due to high volumes of traffic, suspend a portion of the rest days or reduce the number of rest days in order to maintain the level of service required by the industry. If the rest days are reduced or suspended, the individual pilots shall be notified about this decision immediately after it is made and shall be compensated at the overtime rate with the overtime premium being distributed at year end.
- H-2 Pilots shall forfeit time from their scheduled rest period at the rate of 1/2 day for each day that a pilot has been unavailable since the pilot last took a day of scheduled rest. Scheduled rest time

forfeited under this provision shall be limited to the number of days in the rest period, as determined pursuant to section H-1 (a), and does not accumulate or roll-over into the next rest period. Rest days forfeited are not considered overtime under section H-1 (c).

I-SOURCE FORMS

- I-1 Pilots will submit their source forms to the Association not less than once each week. When a pilot delays mailing or delivering his source forms to the office of the Association for more than fifteen days, the pilot shall not be paid for the services and expenses represented by such source forms unless and until the Association collects for such services and expenses.

J-DISCIPLINARY PROCEDURES

- J-1 The Association will establish a Disciplinary Committee to hear and refer disciplinary cases thereunder to the membership, and the Director of Pilotage. Disciplinary action can be recommended by the Disciplinary Committee but can only be approved by a two-thirds (2/3) majority vote of the Registered Pilot Members of the Association. In the absence of the appointment of a Disciplinary Committee, the Board of Supervisors shall be empowered to act in that capacity.
- J-2 Any pilot who, without good cause:
- (a) Refuses to comply with these Working Rules or other Rules of the Association; or
 - (b) Refuses to accept an assignment or to obey the lawful order of the Association or dispatcher with regard to an assignment; or
 - (c) Is unavailable without good cause, as defined in Section E; or
 - (d) During the course of his duties, boards or services a vessel or assumes a duty status while intoxicated or otherwise impaired by the use of intoxicants or drugs; or
 - (e) Fails to report to the proper dispatcher in a reasonable time after the completion of his assignment, or fails to keep the appropriate pilot office informed as to his whereabouts as required, or is unaccounted for; or
 - (f) Refuses to abide by the Great Lakes Pilotage Regulations, or obey the lawful order of the Director of Pilotage; or
 - (g) Intentionally misuses, destroys, misappropriates, or damages property of the Association, its members or employees; or
 - (h) Engages in other misconduct which the Disciplinary Committee deems harmful to the Association, its operations, members or employees,

shall be subject to discipline hereunder.

- J-3 There shall be a penalty for each 24 hour period or part thereof in which a pilot refuses an assignment or cannot be located for assignment. Only one such fine may be levied during any 24-hour period.
- J-4 Pilots must report in writing to the Board of Supervisors any complaints against a dispatcher in regard to misconduct, abuse of privilege, or deviation from these Working Rules. If there is doubt, however, as to the interpretation of these Rules or any other applicable rules or regulations, and there is not time to obtain clarification, the pilot shall follow the order of the dispatcher and subsequently report the issue to the Board of Supervisors.
- J-5 All violations referred to in this section may be reviewed by the Disciplinary Committee and, pursuant to reasonable notice and opportunity for hearing, penalties assessed in an amount not to exceed \$ 1,000.
- J-6 The Director of Pilotage shall be kept informed of all complaints, reports, or recommendations related to disciplinary action and the Association shall fully cooperate with the Director concerning all matters of discipline.

APPROVED AND ISSUED BY:

WESTERN GREAT LAKES PILOTS ASSOCIATION, LLP
Superior, Wisconsin

By _____
Mr. John Swartout, Secretary
WGLPA

Date

DIRECTOR OF PILOTAGE
Washington, D.C.

By _____
Frank Flyntz, Director,
Office of Great Lakes Pilotage

Date

AMENDMENT NOTES

Notes