

COLLECTIVE AGREEMENT

BETWEEN

RETAIL WHOLESALE CANADA
CANADIAN SERVICE SECTOR, DIVISION OF
THE UNITED STEELWORKERS OF AMERICA
and LOCAL 1688 THE ONTARIO TAXI UNION

AND

METRO CAB COMPANY LIMITED, YELLOW CAB INC.
ART'S TAXI LIMITED, PELS INVESTMENT LIMITED
A&A TAXI, ABC TAXI, GO WEST TAXI,
NORTHWEST TAXI AND DON MILLS TAXI
C.O.B. AS "THE METRO CAB GROUP OF COMPANY"

EFFECTIVE DATE : DECEMBER 9, 1994
EXPIRY DATE : DECEMBER 8, 1996

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose	3
2	Parties to the Agreement	3
3	Union Recognition	3 - 4
4	Management Rights	4 - 6
5	Sole Authority	6
6	Union Security	6 - 8
7	Union Representation	8 - 11
8	Discipline and Discharge	11 - 12
9	Non Discrimination	12
10	No Strike/No Lockout	12 - 14
11	Dispatch	14 - 16
12	Dependent Contractors' Duties	17 - 18
13	Technological Change	18
14	Seniority	18 - 20
15	Committees	20 - 23
16	Safety and Health	23 - 24
17	Work Week	24 - 25
18	Statutory Holidays	25
19	Time Off	26
20	Taxi Package	26 - 27
21	Insurance	27
22	Grievance Procedure	27 - 30
23	Grievance Mediation and Arbitration	30 - 33
24	Rental Charges	33 - 34
25	General	34 - 38
26	Benefits	38 - 39
27	Duration	39
	Schedule "A"	40 - 41
	Schedule "B"	42 - 51
	Schedule "C"	52
	Letter of Understanding - Benefits	53

ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions for all dependent contractors who provide service to the public in a businesslike manner.

ARTICLE 2 - PARTIES TO THE AGREEMENT

2.01 BETWEEN

RETAIL WHOLESALE CANADA, CANADIAN SERVICE SECTOR, DIVISION OF THE UNITED STEELWORKERS OF AMERICA and LOCAL 1688 The Ontario Taxi Union (hereinafter termed the "Union")

AND

Metro Cab Company Limited, Yellow Cab Inc., Art's Taxi Limited, PELS Investment Limited, A&A Taxi, ABC Taxi, Go West Taxi, Northwest Taxi and Don Mills Taxi c.o.b. as "The Metro Cab Group."

and the fleets, garages, multi-plate owners, single (non operating) and multi plate designated agents and multi-plate lessees which operate under the roof signs of the Company.
(hereinafter termed the "Associates").

ARTICLE 3 - UNION RECOGNITION

3.01 The Company and the Associates hereby recognize the Union as the sole and exclusive bargaining agent for all full-time and part-time dependent contractors operating under the

roof signs of the Company which is currently operating as Metro Cab and Yellow Cab in Metropolitan Toronto save and except supervisors, persons above the rank of supervisor, inspectors, dispatchers, calltakers, maintenance staff, office and clerical staff and multi-plate/multi-car owners/lessees.

Clarity Notes:

1. For purposes of this agreement, it is understood and agreed that dependent contractors shall include: those who drive a taxicab for the Associates either on a commission or leased daily shift basis; all single lessees who drive and their drivers; and all single plate owners who drive and their drivers. It is further understood and agreed that absentee single plate owners, all multi plate owners/lessees and all single (non operating) and multi plate designated agents shall not be included in the bargaining unit.
2. It is understood and agreed that the Union does not have any bargaining rights with respect to bus drivers and garage staff of the Company.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and agrees that except as specifically abridged or modified by this agreement, all rights, powers and authority are retained solely and exclusively by the Company and the Associates.

4.02 For greater certainty, but without limiting the generality of the foregoing, the Union agrees that the Company and the Associates have the sole and exclusive right to:

- (a) Operate and manage their respective business and their affairs and facilities in all respects in as efficient

and economic a manner as they see fit, including the right to direct its work force, and to limit the number of taxicabs in the Company subject to the provisions of this agreement and must be exercised in a manner consistent with them.

- (b) Test, train and assign dependent contractors, at no cost to the dependent contractors.
- (c) Discipline, suspend and discharge dependent contractors for just cause.
- (d) Determine job content, determine standards of performance, the qualifications of dependent contractors to perform work, performance ratings and job evaluations.
- (e) Establish methods, procedures and processes and means of performing work.
- (f) Make, establish, publish and enforce rules and regulations to be observed by the dependent contractors following review by the Union/Management Committee. It is understood that discipline arising from breaches of rules and regulations will be applied consistently with respect to bargaining unit dependent contractors and dispatchers, calltakers, inspectors and any other person driving cab within the brokerage.

4.03 The rules and regulations attached as Schedule "B" to this agreement shall not be changed without the written agreement of the parties.

4.04 Nothing in the Company's rules and regulations shall deprive the dependent contractor of the right to grieve any penalty through the grievance procedure.

ARTICLE 5 - SOLE AUTHORITY

5.01 This agreement shall be the sole authority governing the relationship between the Company, Associates and dependent contractors and shall nullify and replace any contracts of employment that may have been entered into between the Company, Associates and dependent contractors. Leases may be entered into for the leasing of taxi plates provided that said leases do not conflict with the terms of this agreement.

ARTICLE 6 - UNION SECURITY

6.01 The parties agree that all employees covered hereunder shall, as a condition of their employment, become and remain members of the Local Union in good standing in accordance with the By-Laws and constitutions of the Union.

6.02 It is the duty of all Associates to ensure that each dependent contractors' monthly dues and/or assessments are properly collected and recorded.

6.03 Each multi-plate Associate shall collect from all dependent contractors driving one of his vehicles by the 20th day of each month all Union dues, assessments and initiation fees and shall submit to the Company, by the 1st day of the following month, a cheque payable to the Union in the said amount along with a list containing the names, addresses, telephone numbers and taxi driver's licence number of such drivers. The Company agrees to submit to the Union, by the 15th day of the month, the cheques and driver lists received from the Associates. Any dependent contractor fraudulently using another dependent contractor's identification number will be dismissed.

All lists provided to the Company shall contain the following declaration signed by the person who prepared the list:

"This list was prepared by me or under my instructions and I hereby confirm its accuracy."

The Company shall collect dues, assessments, and initiation fees for single car owners/lessees, who pay dispatch fees directly to the Company, and their drivers and submit to the Union with a list at the same time. All lists provided to the Company shall contain the following declaration signed by the person who prepared the list:

"This list was prepared by me or under my instructions and I hereby confirm its accuracy."

6.04 It is acknowledged that in collecting and recording Union dues, assessments and initiation fees the following will apply:

- (a) any dispute arising out of the collection of dues, assessments and/or initiation fees shall be taken up with the individual Associate. The Company will use its best efforts to assist the Union in attempting to resolve such disputes. Any unresolved disputes may be dealt with pursuant to the grievance procedure. The Associate agrees for any NSF cheque payable to the Union hereunder or for each business day a cheque payable to the Union hereunder is late or insufficient, the Associate will pay a penalty of fifty (\$50) dollars to the Union. For any NSF cheque, the Union shall have the right to demand certified cheques in the future from such defaulters.
- (b) In the event of overpayment of dues, assessments or initiation fees by the Associate, the Associate shall deal directly with the Union.

- (c) The Company does not accept any liability for errors, accuracy or corrections of any of the information supplied by the Associates.

6.05 The Union agrees to give the Company one (1) month's notice, as follows, in writing, of any changes to the prevailing Union dues, assessments and/or initiation fees. The Union will provide one hundred (100) copies of any such notice to the Company for distribution to the Associates.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Union shall notify the Company in writing of the names and positions of the persons authorized to represent the Union for the purpose of this agreement. Further, the Union shall promptly, in writing, notify the Company of any changes in these names and/or positions.

7.02 The Associate shall provide to the Company and the Company in turn shall provide to the Union information relating to the following matters:

- (a) 120 days after ratification, a list of dependent contractors, showing their names and addresses, ranked according to seniority with the Associate and each and every month thereafter for the duration of this agreement, a monthly list containing the names and information on any additions, changes and/or deletions.
- (b) A written monthly record, if possible, for the previous month of dependent contractors who have started to drive, been laid off, on vacation, off work due to injury or illness, on leave of absence, did not show for work after one day with no notice, quit, did not pay for shift(s) or parking tickets, discharged, suspended or

disciplined in any form.

7.03 Dependent contractors, upon 14 days written notice, may either themselves or through their Union executive or staff representative and with the dependent contractor's written consent, have access to any existing hard copies of any disciplinary report or complaint currently located in the dependent contractor's personal file during normal business hours and shall upon written request, be supplied with copies of such pertinent documents within 7 days.

7.04 The Company and the Associates agree to provide at their respective places of business a bulletin board for the Union's use. Any material posted on these bulletin boards must be approved by the Union, the Company, and the Associate.

7.05 The Company agrees upon reasonable written notice given Monday through Friday during Company office hours from the Union, to broadcast the date, time and place of Union meetings, Said notices shall not exceed two (2) per month and shall be broadcast four (4) times per shift for both the day shift and night shift.

7.06 Union representatives shall be entitled to distribute Union Literature outside the Company's premises and garages during non-working and working hours.

7.07 Union representative shall be entitled to book off the dispatch system and leave their work during working hours in order to carry out Union business as they may be advised by the Union.

7.08 Upon fourteen days written notice from the president or the staff representative of the Union, a leave of absence shall be granted to a dependent contractor for the purpose of

attending Union functions. During this leave of absence seniority will continue to accumulate and the affected dependent contractors will upon their return be returned to their same car, if possible. Shift rental fees and dispatch fees will not be charged to a dependent contractor for the duration of such leave.

7.09 Upon fourteen days written request, a leave of absence, without fees, shall be granted for a period of up to two years for a maximum of two dependent contractors who are engaged in full time Union activity. During such period of absence, seniority shall continue to accumulate with either the Company or only the Associate from whom the dependent contractor last rented a taxicab. Further, if the Union representative is an operating member in the Company and he either drives or rents his vehicle to another dependent contractor, then dispatch and any other fees deemed appropriate by the Company shall be payable to the Company.

7.10 The Associate shall grant, upon fourteen days written notice, a leave of absence, without shift fees, to a maximum of five (5) dependent contractors in total from all Associates who are chosen by the Union for the purpose of engaging in contract negotiations.

7.11 All taxicabs operating under the Metro roof sign may, provided that approval is granted by the Metro Licensing Commission, have affixed in the rear passenger side door window, a Union decal supplied by the Union. Such decal shall be no larger than four inches wide and four inches high.

ARTICLE 8 - DISCIPLINE & DISCHARGE

8.01 A dependent contractor shall have the right to request the

presence of a Union steward at any meeting that could result in discipline or discharge. If a Steward is not available the scheduled meeting shall be reconvened within forty eight (48) hours at a mutually agreed time.

8.02 A grievance concerning the suspension of one shift or longer or the discharge of a dependent contractor by either an Associate or the Company shall commence at Step 2 of the Grievance Procedure herein if a written statement of a grievance is filed within seven (7) working days to either the Associate or the Company after the dependent contractor has been notified of his suspension of one shift or longer or of his discharge.

8.03 The Company or Associate shall provide the Union with written notice of any discipline or discharge or suspension of one (1) shift or longer, within four (4) days. Upon written request from a Union representative, the Company or Associate shall provide the Union with a copy of discipline consisting of a suspension of less than one (1) shift, within four (4) days.

8.04 No dependent contractor shall be required to retire on the grounds of age.

8.05 Disciplinary reports shall only remain on the dependent contractor's file for a period of twenty four (24) months from the date of the offence after which time they will not be used against him with respect to any further discipline by the Company or Associates.

8.06 Discipline imposed more than twenty four (24) months prior to the signing of this agreement shall not be used against the dependent contractor with respect to any further discipline by the Company or Associate.

ARTICLE 9 - NON DISCRIMINATION

9.01 The Company, the Associates and the Union agree that there will be no intimidation, discrimination, interference, restriction or coercion exercised or practiced because of the exercise of statutory rights and that there will be no Union activity, except as herein provided, on the Company or Associates' premises except with written permission.

9.02 The Company, the Associates and the Union further agree that there shall be no discrimination against dependent contractors with respect to terms or conditions of employment on the prohibited grounds set out in the Ontario Human Rights Code.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

10.01 The parties agree that there will be no strike or lockouts as defined in Section 1(1) of the Labour Relations Act, R.S.O. 1990, c. L.2 as amended.

10.02 The Company and the Associates recognize the right of the Union to organize protests and demonstrations in order to try to amend or abrogate unfavourable legislation or regulations. However, the parties agree that:

- (a) The Union and the dependent contractors will endeavour to maintain vehicles to serve the public.
- (b) The Union shall give the Company reasonable written notice of any protest or demonstration. The Company agrees to keep said notice in the strictest of confidence.
- (c) No protest, demonstration or other disruption of business shall be staged against any Company charge customer at their place of business save and

except for licensing or other regulatory bodies, hotels or other similar establishments which permit, promote or condone the use of limousines, unlicensed taxicabs or other modes of transportation detrimental to the livelihood of the dependent contractors.

- (d) There shall be no reduction of shift or other rates for use of taxi-cabs during the protest or demonstration; and
- (e) The dependent contractor shall be responsible for any damage or loss caused to the vehicle during his participation in such protest or demonstration.
- (f) Lawful participation in protests and demonstrations shall not be considered just cause for disciplinary action or otherwise constitute a violation of this collective agreement.

10.03 Failure to cross a picket line shall not be considered grounds for disciplinary action or otherwise be a violation of this agreement.

ARTICLE 11 - DISPATCH

11.01 All calls or trips placed through the Metro Taxi dispatch service, originating in any municipality shall be dispatched only to Metro Toronto licensed taxicabs operating under the roof sign of Metro.

11.02 The Company shall ensure equal, fair and just distribution of all calls or trips to the top car on a post or area, if the top car does not respond then the call shall be given to the second car waiting. Dispatchers shall only call location when no other car is available on the post or area. Furthermore all calls to be booked by area not by cross

streets wherever possible.

- 11.03 Dispatchers, phone staff and supervisors shall not dispatch any call or trip to any dependent contractor or behalf of any dependent contractor by means of a pager or other similar communications device including but not limited to telephones.
- 11.04 The Company shall ensure that dispatchers, phone staff or supervisors do not give preferential treatment to any individual in respect of dispatch services except on occasions of special circumstances (disturbed or special need individuals). Such circumstances shall be verified upon request by the Union.
- 11.05 No person shall offer and no person shall accept any inducement for preferential treatment in respect of dispatch services.
- 11.06 The Company agrees that any violations of the collective agreement by dispatch staff including the dispatching of fares in a preferential manner is a serious offence and will lead to discipline up to and including termination of such offending dispatch staff.
- 11.07 The Company agrees to take reasonable steps to ensure that there are sufficient numbers of trained staff to serve its business in an efficient and expeditious manner.
- 11.08 The Company shall ensure, to the best of its ability, that dispatchers and phone staff perform their duties in a polite, businesslike and courteous manner at all times.
- 11.09 The Company agrees that dispatchers shall cooperate in every way possible to aid a dependent contractor who reports himself in danger. The dispatchers shall not assess for himself the degree of urgency in any distress call and shall utilize nearby taxicabs and/or police to provide aid.

- 11.10 The Company will attempt to provide lead time that will equal response times, taking into consideration road and weather conditions.
- 11.11 Unless necessary due to the nature of the call, phone staff and dispatchers will not ask the customer for their destination for any call or trip.
- 11.12 In the event of a complete malfunction or complete failure of the dispatch system for a period of five (5) hours or more dependent contractors shall only be required to pay fifty (50%) percent of the applicable shift fees.
- 11.13 Dependent Contractors shall be entitled to be placed in first position on the stand or zone immediately on all calls cancelled by the customer and/or "no shows" main entrance or scooped calls.
- 11.14 The current dispatch zones shall not be changed without sixty (60) days written notice to the Union wherever possible.
- 11.15 The Company shall ensure that dispatching procedures are uniform on all shifts and by all dispatchers.
- 11.16 Dependent contractors, non-employees and off-duty personnel shall not enter the dispatch office without the accompaniment of management. For the purpose of this article, an on-duty dispatcher or call-taker will not be sufficient accompaniment.
- 11.17 The Company shall operate a scanner in the dispatch office which shall record both ends of the dispatch operation (dispatcher and driver) and supply to the Union, upon request copies of the audio tapes for a daily twenty four (24) hour period.

- 11.18 Dispatch log sheets will be saved at the Company office for 72 hours after the log sheet is replaced by a new sheet. Should the Union be interested in reviewing these sheets for any reason then they will be responsible for picking them up and removing them from the dispatch office.
- 11.19 The Company shall not condone or allow lock-ups or scooping.
- 11.20 Cellular phones will not be used by and will not be in the possession of a dependent contractor, inspector, dispatcher, or anyone else who is able to use such devices to distribute work outside of the dispatch system.

ARTICLE 12 - DEPENDENT CONTRACTORS' DUTIES

- 12.01 All dependent contractors shall perform their duties in a businesslike, professional and courteous manner.
- 12.02 All dependent contractors shall be neatly dressed, well groomed, neat and clean in personal appearance consistent with Company rules.
- 12.03 All dependent contractors shall give a receipt on the authorized form of the Company showing the place of pick-up, destination, date, plate number, the total amount of the fare, printed driver's name and dependent contractor's GST number when a receipt is requested by the passenger, or whenever there is a dispute over the fare.
- 12.04 Subject to the above the except when he is engaged on authorized Company business, the dependent contractor shall serve the first person requiring the service of his taxicab regardless of the distance to be travelled, except when the prospective passenger:
- (a) is disorderly or abusive

- (b) is in possession of an animal other than a seeing eye dog
- (c) refuses to state his final destination upon entering the taxicab
- (d) has not paid a previous fare
- (e) refuses to pay in advance for an out of Metropolitan Toronto flat rate fare
- (f) is reasonably perceived by the dependent contractor to be a safety risk.

12.05 In the event a dependent contractor discovers a lost article in the taxicab, the dependent contractor shall take said article to the nearest police station within twenty four (24) hours of its discovery.

12.06 Subject to article 12.05, should the customer wish the immediate return of the lost article, the dispatcher shall notify the customer of the approximate metered cost of return and the dependent contractor shall return the article immediately to the customer at the standard metered rate.

ARTICLE 13 - TECHNOLOGICAL CHANGE

13.01 "Technological change" means but is not limited to the introduction of changes to the present systems, the introduction of additional radio channels, computerized dispatching systems or any other mechanical, electrical or other systems including but not limited to fuel systems. Technological change excludes improvements or enhancements to the current system.

13.02 In the event of technological change the Company or the Associates shall notify the Union in writing at least ninety (90) days before the introduction of such changes, whenever possible.

ARTICLE 14 - SENIORITY

14.01 The Company and Associates understand the importance of maintaining long standing relationships with dependent contractors and to this end the Company and the Associates agree to maintain seniority lists to be updated every twelve months as follows:

- (a) Full-time - those drivers who drive five (5) or more consecutive twelve (12) hours shifts per week;
- (b) Part-time - those drivers who drive less than five (5) consecutive twelve (12) hour shifts per week;
- (c) Owner/operator - those who own and operate one taxicab.

14.02 A. Seniority within the Company shall apply to single car owners/lessees and drivers of same shall be applied in determining:

- (a) lay-off;
- (b) recall form lay-off;
- (c) preference for time off;
- (d) as set out in other provisions of this agreement;
- (e) Allocation and withdrawal of plates to lessees shall be done on a seniority basis. The parties agree to attempt to devise an allocation and withdrawal system based on the principle of seniority. Either party may refer the issue to binding arbitration should the parties fail to agree on a procedure.

It is understood and agreed that no single plate owner may be displaced as a result of this provision.

It is further understood and agreed that a driver of a single car owner/lessee shall not be entitled to displace a driver of another single car owner/lessee.

B. Seniority within and Associate shall apply to all full-time and part-time dependent contractors in determining:

- (a) lay-off;
- (b) recall from lay-off;
- (c) preference for time off.
- (d) on the first day of the second month following the effective date of this agreement and annually thereafter, preference for taxicabs within a fleet (full-time drivers only); and
- (e) as set out in other provisions of this agreement.

14.03 A dependent contractor shall lose seniority:
(a) Upon voluntary quitting or resigning; or
(b) Upon discharge for just cause and not having been reinstated through the grievance or arbitration procedure.

ARTICLE 15 - COMMITTEES

15.01 A Union/Management Committee shall be appointed consisting of up to three (3) representatives from the Union and up to three (3) representatives from the Company. On the request of either party, the parties shall meet once every two (2) months for the purpose of discussing issues relating to the workplace which affect the parties. The party requesting the meeting shall provide the other party with a meeting agenda at least fourteen (14) days prior to the meeting.

15.02 UNION/MANAGEMENT COMMUNICATION
1. PURPOSE

The parties agree that it is important to assist each other in meeting the following objectives:

further their mutual interest in the economic success of the brokerage, the Associates, the dependent contractors and the Toronto taxi industry generally

effectively carry out their respective obligations under the collective agreement

provide for the fair and equitable operation of the dispatch service

provide for reasonable rules applicable to the operation of the taxi service and the fair and equitable administration thereof

satisfy their consultation obligations pursuant to Section 44.1 of the Labour Relations Act

The parties agree that, to meet these objectives, it is necessary for them to cooperate, to share information, to provide for a system of verification, and to ensure compliance with their respective obligations.

The parties further agree to respect and protect the confidentiality of information shared and agree to use said information solely for purposes outlined herein.

Accordingly, the parties have agreed on the following:

2. UNION/MANAGEMENT COMMITTEE

The parties accept the concept of a Union/Management Committee and commit to making their best efforts to secure its success. They agree to make a joint request to the Ministry of Labour that the

assistance of the preventive mediation group be provided to assist the parties in defining their objective more precisely and developing an effective process for the operation of the Committee.

The Committee shall include the General Manager of the brokerage, a staff representative of the Union, and three (3) other persons as may be later nominated by each of the parties.

The Committee shall meet monthly or as the members thereof may determine.

The Committee will address such issues as the members may present. It will review any rules and regulations applicable to dependent contractors and dispatch operations. It will consider and seek Union support for promotion strategies which may be of assistance to the industry.

3. INFORMATION/MONITORING/VERIFICATION

1. Dispatch

The Company agrees that, on reasonable request, it will provide a staff representative of the Union with access to the dispatch office for the purpose of monitoring the operation of the dispatch service in the presence of management who will make themselves reasonably available.

The Company further agrees that it will provide a staff representative of the Union with the opportunity to review and copy the daily computer or any other business records of the Company which disclose which trips were dispatched and to which driver and/or car.

If any relevant information is deemed by the

Company to be commercially sensitive, and should be withheld, either party may refer the issue directly to any one of the named arbitrators for an immediate decision concerning production.

2. Union Security

The Company and the Associates agree that, on reasonable request, they will provide a staff representative of the Union, with the opportunity to review and copy any computer or any other business records which disclose the number and/or identities of any dependent contractors who have worked within the brokerage and from whom Union dues or assessments may be required in the presence of management who will make themselves reasonably available.

If any relevant information is deemed by the Company to be commercially sensitive and should be withheld either party may refer the issue directly to any one of the named arbitrators for an immediate decision concerning production.

ARTICLE 16 - SAFETY AND HEALTH

16.01 It is understood and agreed that dependent contractor safety is of importance to the dependent contractor, the Company and the Associates and the industry as a whole. The Company, the Associates, the Union and dependent contractors, and in conjunction with the Metro Toronto Licensing Commission's Safety Committee, will work towards achieving the goal of dependent contractor safety.

16.02 A safety committee consisting of at least two (2) representatives of the Union and two (2) representatives of

the Company shall meet at a mutually agreeable time frame upon the request of either party within thirty (30) days for the purpose of discussing matters of mutual concern. Minutes will be kept of each meeting by the Company and distributed to the committee.

- 16.03 The dependent contractor must notify immediately the Associate from whom he rents a taxicab if the dependent contractor has reason to suspect that the vehicle has a mechanical defect. The dependent contractor must return the vehicle if safe to do so as quickly as possible and as practically as possible to the Associate at the first indication of such defect. Upon return of the vehicle in compliance with the above, the dependent contractor shall receive a replacement taxicab, if available, for the remainder of his shift or a pro-rated shift fee reduction for the remainder of his shift. Failure to return the vehicle at the first indication of such defect may be considered just cause for discipline up to and including dismissal of the dependent contractor.
- 16.04 The Company and the Union agree to conduct a joint study in their Safety and Health Program and to make recommendations on the feasibility of safety shields being provided and installed in the taxicabs.

ARTICLE 17 - WORK WEEK

- 17.01 The Associates agree that dependent contractors shall determine their work week subject to the provisions of this agreement. However, a dependent contractor failing to attend work without first providing (the Associate) reasonable notice shall be required to pay the Associate the daily shift rental costs. It is further agreed that where an Associate is unable to provide a dependent contractor scheduled for work a taxicab, the dependent contractor shall receive his next shift without fees.

17.02 It is understood and agreed that although dependent contractors rent vehicles for a specific period of time, the number of hours worked during the rental period is at the discretion of the dependent contractor.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 All full-time and regular part-time dependent contractors (shift and weekly drivers) shall be entitled to the following Statutory Holidays:

New Year's Day
Victoria Day
Good Friday
Civic Holiday
Labour Day
Canada Day
Christmas Day
Boxing Day

If a dependent contractor works on the above days he shall only be required to pay one half (½) of the applicable fees for that day.

If a dependent contractor does not work he shall not be required to pay any fees for that day.

Single plate owners/lessees shall receive a discount of fifteen (15%) percent on their dispatch fees for the month of September, in each year, in lieu of statutory holidays.

ARTICLE 19 - TIME OFF

19.01 The Company and the Associates agree to the granting of time off as per Schedule "A" of this agreement.

19.02 Bereavement Leave

The Company and Associates agree to grant the dependent contractor upon reasonable notice being provided, the necessary time off of up to five days without dispatch fees and daily shift rental fees at the time of the death of the following relatives of the dependant contractor: father, mother, spouse, including common-law, son, daughter, brother, sister, mother-in-law, father-in-law, grandparent.

ARTICLE 20 - TAXI PACKAGE

21.01 Each rental dependent contractor shall be supplied for a daily twelve (12) or twenty-four (24) hour period, at no extra cost, a roadworthy safe sedan four door taxicab with proper weather resistant tires for all reasons and with a seating capacity for not less than four (4) passengers containing:

- (a) An illuminated roof sign clearly stating the Company name
- (b) A taxi meter sealed in accordance with the By-Law
- (c) A two way radio
- (d) A tariff card holder
- (e) A spare tire
- (f) A tire iron
- (g) A jack
- (h) An electric rear window defroster
- (i) Company receipt cards and charge books
- (j) At the beginning of each shift there shall be a full tank of fuel

Any equipment owned by the Company or Associates that becomes inoperative will be repaired as soon as possible.

20.02 The Associates agree that all rental vehicles will have their interior upholstery cleaned at least twice a year.

20.03 Associates shall be required to supply all fluids and car washes as necessary. If a dependent contractor is required to purchase any fluids or have the car washed the amounts paid will be deducted from his daily rental fee payment upon proper proof of payment.

ARTICLE 21 - INSURANCE

21.01 All single plate/car owners and all single plate/car lessees shall be entitled to purchase their taxi insurance from an insurance company/broker of their choice without any interference from the Company and Associates.

Dependent contractors who opt to obtain insurance under this article shall supply a copy of the policy to the designated agent, if applicable or failing that the registered owner of the vehicle, which shall contain an endorsement which provides notification to the designated agent, if applicable or failing that the registered owner of the vehicle of any claims and changes to the registered driver.

ARTICLE 22 - GRIEVANCE PROCEDURE

NOTE: Should a grievance be filed against an Associate and the grievance cannot be settled to the satisfaction of the dependent contractor and the grievance advances to the level of arbitration, then the costs of the arbitration hearing and any damages awarded therein, shall be borne by the Associate against whom the arbitration was first filed.

22.01 A. It is the mutual desire of the parties hereto that complaints of the dependent contractors be adjusted as quickly as possible. A complaint shall not be considered a grievance unless the aggrieved dependent contractor has first discussed the

complaint or difference with his supervisor within 72 hours from the time the dependent contractor became aware or should have been aware of the occurrence and has given the supervisor an opportunity to adjust the complaint.

- B. It is agreed that where a complaint is against an Associate, a representative of the Company will attend any meetings held between the Associate and the Union upon request by either the Associate or the Union in order to assist the parties in the resolution of the complaint. As hereinbefore set out, it is expressly understood that the Company will not assume any liability arising from the complaint for the sole reason of its participation in such meetings. Such grievance meetings shall be held at the Company office.

22.02 If any complaint or difference is not satisfactorily settled by the supervisor within seven (7) days, it may be processed within an additional seven (7) days in the following manner.

STEP ONE

The dependent contractor shall submit a written grievance signed by him to his supervisor or designate which shall state the nature of the grievance and the redress sought. The supervisor shall reply in writing within seven (7) days following the day on which the grievance was presented.

STEP TWO

If the grievance cannot be settled by the supervisor, it may be referred to the Company and/or any other person or persons designated by the Associate or the Company within seven (7) days after the decision is given by the supervisor. The grievance shall be submitted in writing and a meeting shall be arranged between the aggrieved person, his Union representative, if requested, and the representative of the Associate or the Company within

seven (7) days from the date of submission. A decision in writing shall be rendered within seven (7) days from the date on which the grievance meeting was convened.

22.03 Failing settlement under the above of any difference concerning the interpretation, administration, application or alleged violation of this agreement may be taken to arbitration as hereinafter provided.

22.04 Any suspension grievance of one (1) shift or longer, discharge grievance, group grievance or Union Policy grievance shall be filed at Step Two.

22.05 Any grievance not submitted within the time limits provided herein shall be deemed to have been abandoned. However, the time limits referred to in the Grievance Procedure and Arbitration Procedure may be extended by mutual agreement if specified in writing.

22.06 For the purposes of this section, supervisors shall mean:

- (a) The Associate or his designate where the complaint/grievance is against the Associate; or
- (b) A supervisor of the Company where the complaint/grievance is against the Company.

ARTICLE 23 - GRIEVANCE MEDIATION AND ARBITRATION

PREVENTIVE GRIEVANCE MEDIATION

23.01 Where there is a dispute between the parties affecting the persons bound by or party to this agreement, and such dispute might result in a grievance under article 22, and 22.01 (A) has been complied with, on the agreement of the parties, the immediate assistance of one of the arbitrators named in article 23.07 may be sought.

- 23.02 Subject to his availability, the arbitrator may convene a meeting within twenty four (24) hours for the purpose of mediating a resolution of the dispute without resort to the grievance procedure.
- 23.03 Such a meeting may occur on the broker's premises and shall be conducted informally with the persons directly involved in the controversy.
- 23.04 If the matter is not resolved and ultimately proceeds to a grievance, the arbitrator's efforts to mediate will not prevent him from hearing the merits of the grievance.
- 23.05 If the matter is resolved through mediation, it may not be the subject of a grievance; however, any such resolution shall be without prejudice to the parties future position should a similar or like issue arise.

EXPEDITED TAXI SETTLEMENT PROCESS

- 23.06 Should either party wish to refer a grievance to arbitration, written request for arbitration shall be made within seven (7) days of receipt of the last written answer.
- 23.07 Subject to 23.16, the grievance shall be heard by a sole arbitrator selected in rotation from the following panel:
Norman Wilson
Stewart Netherton
2 persons to be named later on agreement of the parties
- 23.08 Either party may require that a grievance or grievances be heard by an arbitrator within forty eight (48) hours of referral unless an election is made for formal arbitration pursuant to Article 23.16.
- 23.09 Subject to article 23.08 and 23.16, all grievances shall be heard by an arbitrator within thirty (30) days of referral and

an arbitrator shall hear all grievances which have been referred to arbitration as of the date of hearing on a docket basis.

- 23.10 An arbitrator shall have the jurisdiction and power to:
- (a) determine the order in which any grievances shall be heard and to combine any of said grievances for hearing;
 - (b) determine whether or not there is any necessity to receive oral or documentary evidence;
 - (c) issue a decision based solely upon representations made by the parties;
 - (d) issue a decision addressing the real substance of the difference between the parties without regard to technical or procedural objections;
 - (e) provide any advice to the parties which he may consider appropriate;
 - (f) convene a hearing by teleconference.
- 23.11 The arbitrator shall not have the jurisdiction to amend, modify or add to any of the provisions of this agreement or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms of this agreement.
- 23.12 An arbitrator shall normally issue an oral decision at the hearing followed, if requested, by brief written reasons succinctly stated.
- 23.13 The decision of the arbitrator shall be final and binding upon the parties to the arbitration hearing and the dependent contractors.

23.14 No decision rendered by an arbitrator pursuant to the Expedited Taxi Settlement Process shall constitute a precedent or be referred to in any future case unless the parties otherwise agree.

23.15 Subject to Article 22, each of the parties hereto shall jointly bear the fees and expenses of the arbitrator.

FORMAL ARBITRATION PROCESS

23.16 Should either party wish to refer a grievance to formal arbitration, written request for formal arbitration shall be made within seven (7) days of receipt of the last written answer. A responding party may also elect to use the formal arbitration process so long as it does so within seven (7) days of receipt of notice of referral. At the time of election that party shall provide the other with a list of three suitable arbitrators to hear the matter. The other party shall then submit its own list of suitable arbitrators. If the parties cannot agree on an arbitrator within a further fourteen (14) days, either party may request the Minister of Labour to appoint an arbitrator and this appointment shall be binding on both parties.

23.17 Article 23.11, 23.13 and 23.15 apply to the formal arbitration process.

ARTICLE 24 - RENTAL CHARGES

24.01 Monthly Dispatch Fees - status quo
\$375.00 plus GST per month

24.02 Daily and Weekly Shift Rentals
The daily and weekly shift rental fees shall be those as set out in Schedule "C" to this agreement. It is expressly understood and agreed that these rates are maximum rate only, and shall neither prejudice existing more favourable

arrangements nor prevent drivers from entering into more favourable arrangements.

24.03 The parties agree that the following conditions shall apply to the leasing of plates:

- (a) The Union and the brokers must both use their best efforts to assemble a list of all plates in use within the brokerage, together with the current lease rates for those plates.
- (b) The list must be updated periodically, but in any event every three months.
- (c) Any plate lessee who feels aggrieved because of the alternation of his lease rate or any other dealings as between himself and the plate owner or designated agent may bring his concerns to the attention of a Union/Management Committee which shall have the obligation to investigate the complaint and use its best efforts to resolve it.
- (d) It is understood that the plate lease rates should not increase by more than \$25.00 in any six month period, and if the proposed increase exceeds that amount, the brokers and any other party bound by this agreement will use their best efforts to contain the increase within those limits.
- (e) The brokers must supply to the Union all information within their control or to which they have access with respect to the costs associated with the designated agency relationships within the brokerage and the reasons for the difference between the price paid to the owner by the designated agent (or middle man) and the price paid by the lessee.

- (f) The parties or any of them, may advise the MLC of the results of their endeavours and will use their best efforts to enlist the assistance of the MLC.

ARTICLE 25 - GENERAL

- 25.01 The present charge account system used by the brokerage shall be maintained, subject to the fact finding contract reopening provisions found elsewhere in this agreement. However, it is agreed that any revenue generated from the discount feature of the charge account system shall not exceed the cost of administering it and that the discount shall not in any event exceed 5% for the duration of this agreement.
- 25.02 Upon request the Company will provide a signed receipt on a monthly basis and the Associate will provide a signed receipt on a weekly basis for all payments made by the driver. Said receipt will indicate payment for shift fees, dispatch, plate rental, insurance if applicable, and Union dues.
- 25.03 The dependent contractors who own their own vehicles whether or not they own their own plate shall have absolute choice as to where their vehicle is to be repaired and/or maintained. All dependent contractors leasing a plate must provide to the owner or the designated agent of the plate an Ontario Safety Certificate at least seven (7) days prior to attending the Metro Licensing Commission inspection centre. The owner or designated agent reserves the right to inspect the vehicle for no longer than one (1) hour at a mutually agreed time, at his cost, after the Safety Certificate is issued but prior to the MLC inspection.
- 25.04 Single plate owners/single plate lessees shall have the right to place an additional dependent contractor on their car provided proof of adequate insurance is given to the

designated agent, lessor or owner. Prior to commencing driving all dependent contractors shall be approved by the Company and/or the Associate which approval will not be unreasonably withheld.

25.05 Union representatives shall have access to a supervisor within 24 hours of a request from the representative in the performance of their duties, during office hours Monday to Friday except for holidays.

25.06 Dependent contractors shall have absolute choice as to where they purchase fuel.

25.07 In the case of a home or family emergency requiring the immediate attention of the dependent contractor that is received through the dispatch telephone system of the Company, the dispatcher shall re-dispatch the call for the affected dependent contractor when requested by the dependent contractor. The Company shall ensure that emergency messages are relayed to the dependent contractors immediately.

25.08 Fact Finding and "Contract Reopener"

Fact Finding

- (a) Following the issuance of the arbitration award establishing this collective agreement the brokerage and the Union will establish a fact finding committee which shall consist of at least one representative of the Union and one representative of the brokerage, together with such further representatives of the Union, the broker and the Associates as the parties may agree upon.
- (b) The fact finding committee shall meet at least once a month.

- (c) The purpose of the fact finding committee is to enquire into the economics of the taxi industry, and the application of collective bargaining to the brokerage and the industry generally.
- (d) Each party and representative must supply to the other, upon request, all information that it would be obliged to provide under section 15 of the Labour Relations Act, and which is arguably relevant to the economic terms of the collective agreement. Such information will include documents within its control, and facts reasonably believed to be true based on information and belief.
- (e) The information adduced during this process will be treated as privileged, will not be disclosed to a third party without consent, and will be used only for the purposes of collective bargaining, and the "contract reopener" discussion and arbitration process described in this article.
- (f) Each party will act in good faith and make every reasonable effort to both ascertain the commercial facts relevant to the contents and administration of the collective agreement, and disclose them to the other party.
- (g) When this agreement has been in operation for the one year, any party may advise the other(s), in writing, of its desire to revise nay of the economic terms of the collective agreement.
- (h) Any request for modification or amendment must include a statement of the reasons therefore, together with a detailed statement of the facts and documents that may be relied upon to support the request.

- (i) Upon receipt of a request for revision, the parties must meet and consider, in good faith, what revisions, if any, are warranted, having regard to the information then available, and the economic conditions in the brokerage and the industry.
- (j) Failing agreement, either party may refer a proposed revision to a sole arbitrator for final and binding determination, and the arbitrator may make such modifications to the terms of the collective agreement as s/he considers warranted.
- (k) For the purpose of clarity, the arbitrator may make such revisions, (if any) as s/he considers appropriate, may decide that no modification is appropriate to one or more items at that time, and may refer the issue back to the parties (with or without a recommendation) for resolution by them in the ordinary course of collective bargaining to renew this agreement.
- (l) Nothing in this clause authorizes the arbitrator to modify the term of operations of this collective agreement which must remain in force for a period of two years from the date of the arbitration on which it is based.

ARTICLE 26 - BENEFITS

26.01 Subject to the attached Letter of Understanding:

- (a) The broker and associated fleets, garages, multi-plate owners, multi-plate designated agents, shall pay an amount of \$15.00 a month on behalf of each dependant contractor with more than one years continuous service with the brokerage, to be used for

a health and benefit package for those dependant contractors.

- (b) This benefit obligation shall take effect on September 15, 1995.
- (c) For the purpose of clarity, this amount does not include any contribution to the humanity fund of the United Steelworkers of America.
- (d) The benefits shall be, in order of priority, term life insurance and long term disability insurance unless the parties otherwise agree.

ARTICLE 27 - DURATION

27.01 This agreement shall continue in effect until December 8, 1996 and shall continue automatically thereafter for annual period of one year each, unless either party notifies the other in writing during the period of ninety (90) days prior to the expiration date that it desires to amend or terminate the agreement.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officers or representatives as of this 20th day of January, 1995.

FOR THE COMPANY

FOR THE UNION

ABE BRESVER

DAN GARVEY

SANDRA BROWN

HARRY GHADBAN

SCHEDULE "A"

The company and Associates agree that time off will be governed by the following:

1. Single car owners shall, upon reasonable notice, be entitled to take time off, at their discretion, without the payment of dispatch fees provided that and time off must be in weekly or monthly increments with a minimum of two weeks at a time.
2. Single car owners who lease a taxi license plate shall be entitled to one (1) month per annum of time off where they will not be required to pay dispatch fees.
3.
 - (a) Shift drivers who have twelve (12) months of seniority shall be entitled to four (4) weeks annual time off, without fees, and shall be returned to their previous vehicle if it is still in the fleet, upon their return and if it is not, he shall be returned to another vehicle.
 - (b) Shift drivers who have four (4) years of seniority shall be entitled to an additional two (2) weeks annual time off under the above conditions.
4. A shift driver shall be entitled to have use of the vehicle without shift fees for one (1) mutually agreed to week per year provided:
 - (a) They have operated the vehicle continuously for the previous twelve (12) months with the exception of approved leave of absence.
 - (b) The entitlement is equivalent to the normal week worked by the driver, i.e. five day driver would be entitled to five days with no fees etc.
5. It is agreed and understood that during a period of time off the

Company or Associate:

- (a) Reserves the right to suspend the vehicle from the dispatch system; and/or
- (b) Request the return of any of its equipment prior to the commencement of time off.

SCHEDULE "B"

METRO RULES & REGULATIONS

THESE RULES AND REGULATIONS ARE SUBJECT TO THE TERMS OF THE COLLECTIVE AGREEMENT AND AS DEALT WITH UNDER ARTICLE 18 COMMITTEES AND ARTICLE 26 ARBITRATION

The parties agree that, as a general rule, the following guidelines of progressive discipline will be followed:

1. First offence - verbal warning.
2. Second offence - written warning.
3. Third offence - one shift.
4. Fourth offence - two shifts.
5. Fifth offence - three shifts.
6. Sixth offence - may result in termination.

ASSOCIATES

They own or run:

- A service station
- A car wash
- A garage
- A body shop

Metro Cab considers all Associates to be self-employed.

Procedure For Coming Into Metro Cab Dispatch

All Associates entering into Metro Cab dispatch system must show their car first to the dispatch office for proper Metro Cab colours and decals, Metro colours are black body with white on hood, roof and trunk, the colours for group dispatch are optional.

Decals for Metro Cab and Metro Group shall be placed on the rear doors of each cab, which can be obtained free of charge at Metro Cab dispatch office.

There will be no free dues for new Associates.

Radio identification will only be installed by Willies Meter Shop located at 35 Bathurst Street, after proper roof-lite has been issued by Metro Cab accounts office and has been installed.

No notice is required when you leave the brokerage. We only request that all roof-lites and I.D. are returned in good working condition or a charge will be applied to your account.

Associates may have as many as two or more cars. They may be agents or lessors for these cars. They may or may own licences or cars.

All Associates must provide a G.S.T. number.

It is our understanding that U.I.C. is paid by an Associates for shift drivers only.

Associates operate under M.L.C. rules as well as Metro Cab policy.

Dispatch And Radio Fees

Metro cab charges for telephone services in the form of dues which are collected once a month. Associates are requested to provide Metro Cab a list of your cars each month or we will go by our list and no adjustments will be given. Dues are to be paid by cheque or taken off charges at the beginning of each month.

Metro Cab raises our dispatch dues on the first business day of November each year. Every Associate will be notified one month prior to the raise.

All radio dispatch dues will have G.S.T. added on to them.

On March 1st every year we collect a radio license fee which we must remit to the Federal Government.

Metro Cab will hold any reasonable sums of money owed to the

Associate for the purpose of settling outstanding debts to the Company or Union when the Associate leaves Metro Cab.

Procedure on Metro Cab Account Charges

All Associates must bring in the charges with an adding machine tape and the name of the business stamped on the back of the charges.

All charge coupons must be completely filled out including date, car number, proper pick-up and drop off address, with authorized signature.

Outdated charges that are more than two months old or have been altered or mutilated will not be honoured by Metro Cab. The full amount will be charged back to the Associate.

Wheel-Trans charges are to be picked-up at the dispatch window each month before the cut-off date which is set by the T.T.C. (Cut-off date will be posted each month at the dispatch window.) When picking-up Wheel-Trans charges, exact fares have to be presented (tickets, tokens, etc.)

All special paper coupon accounts must be turned in by the 5th business day of the following month without exception.

The charges will be paid to the Associates in form of a cheque with only charge backs taken off. The payment for the charges will be the day after they are received at the Metro accounts office.

Cancelled accounts or stolen charge cards will be returned to the Associate. Drivers are not responsible for such unless they have been previously notified by the Company or the Associates.

Only Metro Cab charges will be accepted from the Associates.

Metro Cab has their own charge account system, therefore we will not accept or honour any other cab Company charges or credit card slips.

Deemed overcharged will be adjusted.

Metro Cab Policy

The Company will set flat rates for certain charge account customers, and expects all drivers to honour them.

No gifts or gratuities will be accepted by any staff member of Metro Cab.

Metro Cab will change or modify our dispatch areas from time to time according to our dispatching needs.

No Associate or Broker shall enter the dispatch office without management's approval.

Courtesy, common sense, and consideration are the backbone of all Metro Cab policy.

LIST OF OUR ASSOCIATES WITH TWO OR
MORE CARS WHO PAY DUES TO METRO CAB

Active Taxi Limited
82 North Queen Street
ETOBICOKE, ONTARIO
M8Z 2C9

Kipling Auto Centre Inc.
2044 Kipling Avenue
REXDALE, ONTARIO
M9W 3L7

Dan's Taxi
82 North Queen Street
ETOBICOKE, ONTARIO
M8Z 2C9

336912 ONTARIO LIMITED
82 North Queen Street
ETOBICOKE, ONTARIO
M8Z 2C9

Dimarco Taxi Limited
17 Rossean Drive
WESTON, ONTARIO
M9L 1S6

K. Asamoahboakye
200 Chalkfarm Drive
Apt. 1802
NORTH YORK, ONTARIO
M3L 2H7

Don Mills Taxi
35 Bathurst Street
TORONTO, ONTARIO
M5V 2P2

Frances Schetakis
2450 St. Clair Ave. West
TORONTO, ONTARIO
M6N 1L2

Humber Car Wash Inc.
3677 Dundas Street West
TORONTO, ONTARIO
M6S 2T3

RULES AND REGULATIONS
OF METRO CAB COMPANY LIMITED

BROKERS

Procedure For Coming Into Metro Cab Dispatch

All Brokers entering into Metro Cab dispatch system must show their car first to the dispatch office for proper Metro Cab colours and decals. Metro colours are black body with white on hood, roof and trunk, the colours for group dispatch is optional.

Decals for Metro Cab and Metro Group shall be placed on the rear doors of each cab, which can be obtained free of charge at Metro Cab dispatch office.

Radio identification will only be installed by Willies Meter Shop located at 35 Bathurst Street, after the proper roof-lite has been issued by Metro Cab accounts office and has been installed.

Roof-lite and I.D. are the sole property of Metro Cab and shall be returned in good and working condition once the Broker leaves the Company after giving the appropriate 30 days written notice. If the roof-lite or I.D. is lost or broken there will be a charge to replace said items.

Dispatch And Radio Fees

There will be no free dues for new Brokers.

Metro Cab raises our dispatch dues on the first business day of November each year. Every Broker will be notified one month prior to the raise.

All Metro Cab charges are to be brought in by the third business day of each month. Dispatch dues will have to be brought in no later than the fifth business day of each month. A G.S.T. number must be supplied by any new Broker entering the Metro dispatch system.

Any cheques returned as non-payment, will result in only cash or

Metro charges accepted as payment for dues. Any bank charges incurred will be paid for by the Broker.

If Metro Cab dispatch dues are not paid by the 5th business day of the month the car will be denied radio orders, unless it is a weekend.

All radio dispatch dues will have G.S.T. added on to them.

On March 1st every year we collect a radio license fee which we must remit to the Federal Government.

Metro Cab will hold any reasonable sums of money owed to the broker for the purpose of settling outstanding debts to the Company or Union when leaving Metro Cab.

Procedure On Metro Cab Account Charges

Metro Cab has their own charge account system, therefore we will not accept or honour any other cab Company charges or credit card slips.

Any special paper coupon accounts must be turned in by the 5th business day of the following month without exception.

Wheel-Trans charges are to be picked-up at the dispatch window each month before the cut-off date which is set by the T.T.C. (Cut-off date will be posted each month at the dispatch window.) When picking-up Wheel-Trans charges, exact fares have to be present (tickets, tokens, etc.)

Any charge coupon must be completely filled out including date, car number, proper pick-up and drop off address, with authorized signature.

Outdated charges that are more than two months old or have been altered or mutilated will not be honoured by Metro Cab. The full amount will be charged back to the Broker or driver.

Cancelled accounts or stolen charge cards will be returned to the

Broker or drivers. Drivers are not responsible for such unless they have been previously notified by the Company or the Associates.

Deemed overcharges will be adjusted.

Metro Cab Policy

No Broker, driver, or Associate shall enter the dispatch office without management's approval.

All Brokers will be paid on the 15th or following business day of each month, less dues, G.S.T. and any other charge backs. To cash in charges early there will be an administration fee.

No gifts or gratuities will be accepted by any staff member of Metro Cab.

Metro Cab will change or modify our dispatch areas from time to time according to our dispatching needs.

Radio manners must be maintained by both parties at all times. Any disputes will be settled on the telephone or in person during business hours.

An authorized Metro Cab receipt showing the proper date, car number, and driver's name as well as G.S.T. number will be given to any customer when requested to do so.

The only personal messages that will be given over the dispatch radio are:

- (a) Call your owner or garage
- (b) Call home, wife or family
- (c) call your shift driver
- (d) In case of extreme emergency at the Supervisor's direction.

On any request by the customer not to be serviced by a particular driver, that driver will be removed from servicing that customer.

DISPATCH POLICY: INFRACTIONS IN ADDITION TO
M.L.C. BY-LAWS AND REGULATIONS

On any altered overcharge, the full amount will be sent back and the customer's account will be fully credited, and no adjustment will be made.

The buying and selling of charges is forbidden, and will be carefully monitored.

Any lock-ups instituted by drivers will not be tolerated, such lock-up charges will not be honoured.

Rudeness to customers and dispatch staff, or fellow drivers is not acceptable.

When booked in an area or from a post or location call service time for an order is within ten minutes.

Failure to service an order.

Booking off location if written up by another driver within 24 hours.

Failure to book out of an area after taking a pick-up and then accepting a radio order.

Before booking in an area a driver must be clear and within the boundaries of said area.

Failure to book out of areas repeatedly will result in suspension from the areas for the remainder of the shift.

Booking on a post when not there.

The radio must be on at all times when servicing an order.

When delivering a parcel without obtaining a legible signature.

Any scooping of dispatched orders if written up by another driver within 24 hours.

All drivers must keep in their cars an up to date street guide.

Drivers cannot refused any order dispatched to him unless covered by Metro By-laws.

On any customer complaint or infraction, the driver in question must come to the dispatch office during business hours and produce his or her taxi licence, then discuss the above complaint, and the incident will be recorded on his or her file card.

Anyone caught opening their micriphone to disrupt dispatch services, are subject to federal law and could be dismissed from the Company.

Anyone sitting on a radio post must remain in their respective cars.

Placing phony calls in order to advance his or her position in an area or on a radio post is prohibited.

When delivering a parcel no pick-up, detour, or delay is allowed.

Once received a dispatched order, or parcel, the driver cannot pass the order to another driver, or refuse to service the order, provided it does not contravene the M.L.C. By-Laws.

Courtesy, common sense, and consideration are the backbone of all Metro Cab policy.

SCHEDULE "C"

Daily and weekly Shift Rates (including all UI contributions and GST)

<u>DAY</u>	<u>DAY SHIFT</u>	<u>NIGHT SHIFT</u>	<u>DOUBLES</u>
Monday	70(68)(66)	70(68)(66)	100(97)(94)
Tuesday	70(68)(66)	70(68)(66)	100(107)(103)
Wednesday	70(68)(66)	80(78)(76)	120(116)(113)
Thursday	75(73)(71)	85(82)(80)	130(126)(122)
Friday	75(73)(71)	95(92)(89)	140(136)(132)
Saturday	60(58)(56)	95(92)(89)	130(126)(122)
Sunday	60(58)(56)	70(68)(66)	100(97)(94)

Weekly Deals - Paid in Advance (including GST and both parts of UI)

One driver - 24 hours	695(681)(667)
Monday-Friday doubles	595(583)(571)
Weekly day shift	425(420)(415)
Weekly night shift	450(444)(436)
Saturday & Sunday double	220(216)(211)
Saturday night/Sunday double	175(172)(168)

All shifts start and end at 4:30, and all prices include GST and both sides of the unemployment insurance contribution.

NOTE:

The first number in a series indicates the status quo of the existing posted rates and the second and third numbers in brackets indicate the rate over the two years following the issuance of the arbitration award.

LETTER OF UNDERSTANDING

This letter confirms the understanding of the parties with respect to the implementation of Article 26 of the Collective Agreement.

In the MacDowell award of December 9, 1994, at page 103, paragraphs 246 and 247, the arbitrator stated:

"I do not have sufficient data to be able to establish the economic impact of the more modest compromise mentioned above, nor as things now stand, am I able to ascertain much less direct the extent to which the associates could (let alone could be required) to contribute to this kind of benefit program. For this reason, I do not wish to make an immediate award.

Nevertheless, despite the alleged novelty of this proposal in the context of the taxi industry, it appears to me that the onus should be squarely shifted to the brokers (and associates, if so required) to establish why this modest benefit entitlement cannot be provided to their most dedicated drivers. I therefore propose to create a clause which will require such benefits to be paid to this small group of drivers, unless through the contract reopener provisions the brokers (and/or associates) are able to affirmatively establish that it is either unworkable or would cause them substantial economic hardship."

Dated this 20th day of January, 1995.

FOR THE COMPANY

FOR THE UNION

ABE BRESVER

DAN GARVEY

SANDRA BROWN

HARRY GHADBAN