



SOURCE	<i>Union</i>		
EFF.	<i>94</i>	<i>12</i>	<i>09</i>
TERM.	<i>96</i>	<i>12</i>	<i>08</i>
No. OF EMPLOYEES	<i>900</i>		
NOMBRE D'EMPLOYES	<i>900</i>		

COLLECTIVE AGREEMENT

BETWEEN

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

AND

**DIAMOND TAXICAB ASSOCIATION
(TORONTO) LIMITED**

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

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MESSAGE TO STEWARDS

The Shop Steward

1. Gets grievances settled with justice, peacefully.
2. Protects the health and safety of the members.
3. Has accurate information about the union.
4. Is patient with everyone and everybody involved.
5. Is wise enough to know he/she does not know everything and smart enough to know where he/she can get information; and is old enough to know what things were like before the union and young enough to keep learning by attending meetings and classes and by reading union publications.

What Should A Steward Do?

1. Speak for the workers.
2. Give leadership to the workers.
3. Keep the members informed.
4. Educate.
5. Support political action.
6. **Organize the unorganized.**

How Should A Steward Handle Grievances?

1. Put information down on paper immediately.
2. Prepare a **RW-Can** fact sheet.
3. Keep a written record.
4. Follow the 6 **W's**.
WHO is involved in the grievance.
WHAT really happened to cause the grievance.
WHEN did the grievance occur.
WHY is there a grievance.
WANT what settlement is necessary to completely correct the grievance.

Dear Brothers and Sisters,

The Struggle for Justice for Taxi-Cab Drivers Continues! It Is Not Over!

This Collective Agreement was imposed by Arbitrator **R.O. MacDowell** on December **9, 1994** and officially executed by the Union and your Company on January **19, 1995**. It was the result of 2 years of **organizing** to be certified as a Union, over a year of direct **bargaining** with the Company, a **bitter** strike and **25** days of mediation and arbitration proceedings. You have earned this Contract and in many ways it is a first for Toronto Taxi Drivers. You can be Proud of this achievement that you won through collective Union action.

But the Fight Is Not Over! This is a first Agreement. It is not the Last. Your Committee argued loud and strong for more controls on lease **rates and **shift** foes and other Issues. The **Arbitrator** Ignored these pleas for help for You and this Industry. **But we will take It further, to the Metro Licensing Commission and to future job action. You have fought hard for your Union. Fight hard to finish the job you have started. You Deserve Fairness and Justice.****



Fraternally Yours,

Tom Collins
Canadian Director
Retail Wholesale Canada
Canadian Service Sector
Division of the **United**
Steelworkers of America



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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 Local 1688, Ontario Taxi Union.
(hereinafter termed the "Union")

AND

Diamond Taxicab Association (Toronto) Limited
(hereinafter termed the "Company")
and the fleets, garages, multi-plate owners, single (non operating) and multi plate designated agents and multi-plate lessees which operate under the roof sign 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 sign Diamond taxi in Metropolitan Toronto save and except supervisors, persons above the rank of

supervisor, inspectors, dispatchers, office and clerical staff and multi-plate/multi-car owners/lessees.

Clarity Note:

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 bases; 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.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognises 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 businesses 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.

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- (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 dispatcher, calltakers, inspectors and any other person driving cab within the brokerage.

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- 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 is 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 drivers'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 by instructions and I hereby confirm its accuracy."

The Company will supply along with lists and cheques ~~received~~ from the Associates, a computer printout with ~~the names~~ of all persons receiving dispatch services up to ~~the~~ (20th) day of the previous calendar month.

The Company shall collect dues, assessments, and ~~initiation~~ fees for the 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 hundreds (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 of 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 and 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 **representatives** 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.

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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.

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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.


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7.10 The **Associates** 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 whoa re chosen by the Union for the

purpose of engaging in contract negotiations.


- 7.11 All taxicabs operating under the Diamond 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 of 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 of 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 dependant 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 practised 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 lockout 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 recognise 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 The Company shall supply, maintain and operate an efficient dispatch system to provide fair, equal and just distribution of all calls or trips or parcels received by the Company.

(a) **Bypasser/cheater** switch should remain as is, however, improvements may be made by mutual agreement of the parties.

(b) Mobile computer in the taxicabs will be serviced and maintained in working order by the Company.

(c) 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 devised to distribute work outside of the dispatch system.

(d) There shall be no limit for cars booked on any computer zone. Furthermore, any driver who is booked on a post or area shall not be removed unless that driver books off the post or area unless the in car computer terminal has been totally inactive for a period of one and one half (1 & ½) hours.

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

- 11.03** The Company shall ensure, to the best of its ability, to **dispatch either** through a **computer** or voice, all calls in an equal, fair and just manner.
- 11.04** 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.
- 11.05** The Company shall ensure, to the best of its ability, that dispatchers, phone staff or supervisors do not give preferential treatment to any individual in respect of dispatch services.
- 11.06** No person shall offer and no person shall accept any Inducement for preferential treatment in respect of dispatch services.
- 11.07** 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.
- 11.08** 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.
- 11.09** 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.
- 11.10** The Company agrees that dispatchers shall co-operate in every possible way to aid a dependent contractor who reports himself in danger. Where an emergency is

reported, the dispatcher shall immediately determine the location and status of the car in distress by sending a fleet and/or zone message requesting verification of car location and status and the dispatcher shall then utilize nearby taxicabs and police to provide aid.

- 11.11 The Company will attempt to provide lead time that will equal response times, taking into consideration road and weather conditions.
- 11.12 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.
- 11.13 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.
- 11.14 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.
- 11.15 The current dispatch zones shall not be changed without sixty (60) days written notice to the Union wherever possible.
- 11.16 Bid calls shall include calls as listed below or if special circumstances are made known to the duty supervisor or phone staff:
 - (a) credit car/cheque
 - (b) smokers/non-smokers
 - (c) wheelchairs
 - (d) animals, except seeing eye dogs.

- (e) bicycles
- (f) moving jobs
- (g) air conditioning
- (h) skis

- 11.17** The Company shall not condone or allow lock-ups or scooping.
- 11.18** Where a grievance is filed alleging the misuse of the dispatch system, the Company agrees, wherever possible, to provide the Union within 7 days of the request, the following information regarding the relevant time period and affected dependent contractors:
- (a) Driver Usage Report
 - (b) Printout of Dispatch Calls
 - (c) Printout of Supervisor Messages.
- 11.19** Where more than one taxicab is dispatched to the same address, the Company shall give an immediate cancellation to any taxicab that does not receive a fare at that location.
- 11.20** In the event of a failure or malfunction of the computerized dispatch system all calls shall be dispatched on voice as soon as possible.
- 11.21** Where a grievance is filed alleging the misuse of the dispatch system, the Company agrees to allow the union to review existing available voice recordings pertaining to the subject of the grievance regarding the relevant time period and affected dependent contractors.
- 11.22** Except in case of an emergency or as otherwise provided in this agreement, the Company shall ensure that no calls or trips or parcels are dispatched on voice.

- 11.23 Where a dependent contractor requests and is granted a no show, the Company shall endeavour to place the dependent contractor at the top of the queue as quickly as possible.

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 contractor shall be neatly dressed, well groomed, neat and clean in personal appearance consistent with Company rules.
- 12.03 All dependent contractor 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 request by the passenger, or when never there is a dispute over the fare.
- 12.04 Subject to the above the except when he is engaged on authorised Company business, the dependent contactor 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 if 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:

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- (a) lay-off
- (b) recall from 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.

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B. Seniority within an 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 taxi cabs within a fleet (full-time driver **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 a least fourteen (14) days prior to the meeting.

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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 the 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 objectives 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 reasonable 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 reasonable 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 names 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 Commissions'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
Boxing Day
Christmas Day

53
080

If a dependent contractor works on the above **days** he shall only be required to pay one half ($\frac{1}{2}$) 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 dependant 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

20.01 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 seasons 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 proper operating computer
- (f) A spare tire
- (g) A tire iron
- (h) A jack
- (i) An electric rear window defroster
- (j) Company receipt cards
- (k) 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 2 - 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 be no 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 meeting 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 with 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 request, 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, **adminstration**, 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 arbitrator 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.
- 23.06** EXPEDITED TAXI SETTLEMENT PROCESS
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 articles **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 objection;
 - (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, not 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 request, 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 may do 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 Articles 23.11, 23.13, and 23.15 apply to the formal arbitration process.

ARTICLE 24 - RENTAL CHARGES

24.01 Monthly Dispatch Fees - status quo
\$340.00 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 rates only, and shall neither

prejudice **existing** more favourable arrangements for 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 **alteration** of his lease rate or any other dealings as between himself and the plate owner or designated agent by **bring** his concerns to **the** attention of 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 for 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 even exceed 5 % for the duration of this agreement.
- 25.05 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 designate agent, lessor or owner. Prior to commencing driving all dependent contractor 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 awarded 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 operation for the one year. any party may advise the other(s), in writing, of its desire to revise any 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.

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ARTICLE 26 - BENEFITS

26.01 Subject to the attached Letter of Understanding:

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9/11/16

(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 dependent contractor with more than one year's continuous service with the brokerage, to be used for a health and benefit package for those dependent 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.

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9/98
7/2/99

(d) The benefits shall be, in order of priority, term life insurance and long term disability insurance unless the parties otherwise agree.

7-5-1999-9998

ARTICLE 27 - DURATION

27.01 This agreement shall continue in effect until December 8, 1996 and shall continue automatically thereafter for ~~annual~~ periods 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

BRUCE BELL

DAN GARVEY

BOB MILKOVICH

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 owner who lease a taxi license plate shall be entitled to one month per annum of time off ~~where they~~ will not be required to pay the dispatch fee. ⁵⁴
01-04
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. 04-06
- (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 the 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. ie 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 of 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"

DIAMOND RULES AND 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 - six hours suspension from dispatch
 4. Fourth offence - one shift Suspension from dispatch
 5. Fifth offence - three shifts suspension from dispatch.
 6. Sixth offence - five shifts suspension from dispatch.
 7. Seventh offence - up to termination.
-
1. Where a taxicab is dispatched on a recall and reports a **noshow**, an immediate cancellation will be given. However, if there is a recall on the same order the offending dependent contractor shall be suspended from the dispatch system for the balance of the shift. Repeat offenders will be suspended until an appointment is made to attend the business office to explain his actions.
 2. All dependent contractors are required to pay all fees owing to the Company and or Associate as well as all Union dues in a timely fashion. A failure to pay such fees and/or dues will result in suspension from dispatch services until payment is made in full.
 3. The overcharging or altering of customer charge coupons is strictly prohibited. A dependent contractor in violation of this rule is subject to immediate dismissal.

4. Any dependent contractor who is apprehended placing or calling in phoney orders for the purpose of advancement in a zone or stand will be suspended until the dependent contractor contacts the on-duty supervisor to have an appointment made to appear at the business office to explain his actions.
5. Any dependent contractor who is observed or reported to be under the influence of drugs or alcohol while driving any Diamond taxicabs will be subject to immediate dismissal.
6. Cars must be washed by 11:00 a.m. every day, weather permitting. Penalty: car will be suspended until appearance at Diamond head office for inspection or until an inspector has verified the car is clean, at which time, if clean, suspension will be lifted.
7. Booking into a zone or stand while not in zone or stand.
Penalty: three hours suspension.
8. Booking into a zone or stand while engaged in transporting a parcel or person.
Penalty: three hours suspension.
9. Slow meter/slow services: If a fare is not in a car or meter is not turned on or code for meter on is not given within the time limit as set as being the slow meter time for zone, the car will be suspended and a meeting will be arranged at Diamond's business office.
10. Refusing parcels: Suspension from dispatch until an appointment is made for an interview in the business office to explain actions.

11. Request voice: Failure to request voice when requested will result in a suspension until the offending dependent contractor calls the supervisor.
12. Refusal to call owner, member, designated agent, dispatch office or business office will result in a suspension from dispatch until offending contractor is cleared by person requesting him to call.
13. Doubling up on parcels: If reported and without the company's consent will result in the offending dependent contractor being suspended from dispatch until he calls the supervisor who upon receiving a satisfactory explanation may reinstate the dependent contractor or the supervisor may make an appointment to have the dependent contractor appear at the business office for an interview.
14. No insurance: If reported or notice is given by the **MLC** or an insurance company or agent, will result in suspension from dispatch service until adequate proof of insurance is provided.
15. As per Article **11.01 (c)** of the Agreement a violation of this rule will result in a suspension from dispatch services for five shifts.
16. No dependent contractor will accept a dispatched order than pass by any means such order to another dependent contractor. Further, the dependent contractor that has accepted an order and cannot service said order must immediately inform dispatch.

Penalty: suspension from dispatch for one shift.
17. Is agreed and understood by the Union and the dependent contractors that only the meter/radio shops that are **authorized** by the Company will have the right to install or remove

dispatch computer equipment.

18. The company agrees to maintain a charge coupon system for the benefit of the members in its association. Dependent contractor s agree that at no time will they refuse to service or not accept for payment of a taxi ride any customer bearing a valid diamond charge coupon. The dependent contractors and the Union further agree that the Company may et any time and without notice implement a new taxicab charge account system at no cost to the dependent contractor. It is further agreed that the only **authorization** for a "make your charge coupon" will come from the Company and via the computer. Any "make your own coupon" that does not have a covering order will not be honoured or will be charged back to the dependent contractor that submitted said "make your own coupon".
19. No dependent contractor shall give custody or control of the **taxicab** that he is renting from an Associate to any other individual without the express consent of the operating Associate.
20. Dependent **contactors** that have an arrangement with the Company for the cashing in of a visa, mastercard or any other credit card sales slips must tender such sales slips to the Company no later than two business days after the trip has occurred. Further the Union and dependent contractors agree that discounts as determined from time-to-time by the Company will be applied to each and every credit card sales slip. The dependent contractor sand the Union agree and understand that the Company may at any time and without notice discontinue this portion of its business.
21. All taxicabs in Diamond must be painted Diamond colour which are **Omaha** orange and black and in similar colour combination as set out by the Company. In addition, diamond decals must be **applied** to both rear doors end trunk lid.

Penalty: suspension until painted.

22. **Wheel Trans:** Because of the nature of this business and contract conditions, all dependent contractors must comply with all rules, regulations and request from management, which may be subject to change, subject to **TTC** demands. Failure to comply with any rule, regulation, request or as a result of any **Wheel Trans** complaint, may result in suspensions of up to **30** days from **Wheel Trans** runs or in an appointment being made to attend business office to explain his actions.
23. **Police or MLC matters:** If requested by any police officer or by the **MLC** to suspend the dependent contractor, the dependent contractor and/or the taxicab will be suspended until an appearance at the determined meeting place.

571A
SCHEDULE "C"

Daily and weekly Shift Rates (including all UL 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 that status quo of the existing posted rates and the second and third numbers in brackets indicate the rate over the two year 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 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 land 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 contact 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

BRUCE EEL L

BOB MILKOVICH

FOR THE UNION

DAN GARVEY

HARRY GHADBAN