

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

AND

THE DIAMOND TAXICAB ASSOCIATES' COMMITTEE
REPRESENTING ASSOCIATES OF DIAMOND TAXICAB
ASSOCIATION (TORONTO) LIMITED

EFFECTIVE DATE: DECEMBER 5,1997
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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

Between:

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

(Hereinafter referred to as “the union”)

·and-

DIAMOND TAXICAB ASSOCIATION (TORONTO) LIMITED

(Hereinafter referred to as “the Company”)

-and-

**THE DIAMOND TAXICAB ASSOCIATES’ COMMITTEE REPRESENTING
ASSOCIATES OF DIAMOND TAXICAB ASSOCIATION (TORONTO) LIMITED
PURSUANT TO THE SECTION 1(4) DECLARATION ISSUED BY THE ONTARIO
LABOUR RELATIONS BOARD**

(Hereinafter referred to as “the Associates”)

- 2.02 The Company, the Associates and the Union recognize THE DIAMOND TAXICAB ASSOCIATES’ COMMITTEE as the exclusive bargaining representative of the Associates for the purposes of collective bargaining and representational activities on behalf of the Associates with respect to the collective agreement, the section 1 (4) declaration and the requirements of the Act.
- 2.03 “Associate” where referred to herein shall mean an employer who is a taxi fleet owner, operator, lessee, custodian or agent who owns or controls more than one taxi or taxi licence, or a single taxi licence owner who is a non-driving owner, and who carries on business in association with one or more broker.

- 2.04 All of the parties bound to this Collective Agreement, inclusive of all individual associates, recognize the Associates' Committee's exclusive right to represent any individual associate against whom a grievance has been lodged by the Union or who has lodged a grievance against the Union in respect of any aspect of the grievance process and, if the grievance so proceeds, any aspect of an arbitration hearing.
- 2.05 The Associates' Committee will have the sole and unfettered discretion to decide whether to represent or continue to represent an individual associate in the grievance/arbitration process. In the event that the Associates' Committee chooses to represent an individual associate, the Associates' Committee will have carriage of the proceedings and will have the authority to bind the individual associate to any settlement and/or resolution of the grievance with the Union.
- 2.06 In no event will the Associates' Committee be obligated to represent an individual associate in the grievance/arbitration process. Further, the Associates' Committee will owe no duty of fair representation (or analogous duty) to any individual associate or be subject to any liability toward any individual associate as a result of its representation or non-representation (as the case may be) of the associate.
- 2.07 In no event can the Associates' Committee be held legally responsible for any order of damages or other remedy against an associate, whether or not the Associates' Committee chooses to represent an associate in a particular grievance/arbitration process.
- 2.08 The Associates' Committee agrees that it will be responsible for ensuring the payment of an associate's share of fees and disbursements of an arbitrator.

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 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 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.
 - (b) Test, train, retrain and assign dependent contractors, at no cost to the dependent contractors.
 - (c) Discipline, suspend, terminate leasing agreements 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.
- 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/Associate'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 contractor's monthly dues and/or assessments are properly collected and recorded.
- 6.03 Each Associate shall collect from all dependent contractors all Union dues, assessments and initiation fees for the current month and shall submit to the Company, by the 15th day of the following month, a cheque payable to the Union (Retail Wholesale Canada Local 1688) along with a list containing the names, addresses, telephone numbers and taxi drivers's licence number of such dependent contractors. The Company agrees to submit to the Union, by the 25th day of the month, the cheques and dependent contractor lists received from the Associates. Any dependent contractor improperly using another dependent contractor's identification number for the purpose of avoiding duties, obligations or benefits 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 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 last 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.”

- 6.03 (b) New dependent contractors shall make application for membership in the Union at the time of their hiring and shall become and remain members of the Union in good standing, as a condition of employment. The Company and Associate agrees that it will inform all new employees prior to or at the time of hiring of the Union security provisions of the Agreement. The parties agree to refer the development of a method to sign existing dependent contractors to the Union/Management Committee for resolution.
- 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 that 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 to a maximum of two times the amount owing. 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.
 - © 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.
- 6.06 At any time within the period of fifteen (15) days of the receipt of the previous month’s union dues, the Union may send to the Company, a list of dependent contractors for whom the Union has not received union dues for the previous month. The Union may send a list of Associates for whom the union has not received union dues and/or a list in accordance with Article 6.03. A copy of these lists will be sent to the Chair of the Associates Committee.

- 6.07 Upon receipt of the information, the Company will send a fleet message on the dispatch system advising the driving Associates and, dependent contractors and notify non driving Associates that anyone in default will be subject to suspension from dispatch services. Any Associate found to have collected but not remitted union dues in accordance with article 6.03 may be held liable for any losses incurred by the dependent contractor as a direct result therefrom.
- 6.08 Unless the Associate or the Union advises the Company that dues have been paid, all dependent contractors/fleets will be automatically suspended by the Company from dispatch services commencing the fourth day following the day on which the dispatch message was first sent.
- 6.09 The parties agree that any arrears received by the Associates and the Company will be sent to the Union with the following months dues by way of a separate list. In the event that an Associate refuses or neglects to remit the arrears, the Company shall not, for subsequent months, reinstate dependent contractors of the Associate until the Company has received a cheque and dues list from that Associate for arrears.
- 6.10 The parties agree that no grievance will be filed alleging wrongful suspension of a dependent contractor who has been suspended as a result of his or her refusal or neglect to pay his Union dues.
- 6.11 The parties agree that the Company will not be liable for damages if it has in good faith administered the suspension procedure set out above.
- 6.12 The penalty provisions set out in article 6.04 (a) and the liabilities in article 6.07 will not be applied to any Associate who takes all reasonable steps to collect and remit the Union dues pursuant to article 6.03. All reasonable steps shall include but not be limited to requesting that the dependent contractor pay the dues, suspension of the dependent contractor for refusing to pay Union dues, refusing to give the vehicle keys to the dependent contractor refusing to pay Union dues etc.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Union shall notify the Company and the Chair of the Associate Committee 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 and the Chair of the Associate Committee of any changes in these names and/or positions. The Chair of the Associate Committee shall notify the Associates of same.
- 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 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/Associate's places of business 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.

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.
- 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 who are 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 meeting shall be rescheduled to 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 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 dependant contractor with respect to any further discipline by the Company or Associate.
- 8.07 Discipline shall be applied uniformly in similar case circumstances and discipline measures shall be appropriate to the cause for discipline and subject to the principle of progressive discipline.

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.

The Company and the Associates shall not threaten to or penalize a dependent contractor because of the exercise of statutory rights or rights conferred by this collective agreement including but not limited to terminating or threatening to

terminate a dependent contractor's leasing agreement and/or moving or threatening to move a taxi plate operated by a dependent contractor to another brokerage.

For greater certainty, where there has been a breach of this clause, the Arbitrator shall have the jurisdiction to provide a remedy which is just and equitable in all the circumstances, and without restricting the foregoing, may direct what action, if any, a person, employee, the union, the employer, Associates, or the Associates' Committee, shall do or refrain from doing with respect to the breach.

- 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 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 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 devices 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 & 1/2) 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 .1 2 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. Where the dispatch system fails or malfunctions due to fire, flood or electrical outage, dependent contractors shall have their dispatch fees/shift fees reduced by \$10.00 for that day/shift.
- 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, and obtain copies if available, 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/Associate rules.**

12.03 All dependent contractor shall give a receipt on the authorized form of the Company showing the place of pickup, 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 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
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.

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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;
- 0 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.

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;
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 equal number of Union and management personnel which shall include representative(s) of the Associates. 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.

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 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 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 equal number of Union and management personnel which shall include representative(s) of the Associates 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/Associate 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 and Global Positioning System 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	53
Good Friday	<hr/>
Civic Holiday	080
Labour Day	
Canada Day	
Boxing Day	
Christmas Day	

If a dependent contractor works on the above days he shall only be required to pay one half (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. The Associate shall reimburse to a maximum of \$6.50 per car wash.

20.04 It 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.

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.

21.02 The Associate or designated agent who leases a taxicab plate to a dependent contractor shall, upon request from the dependent contractor who leases the taxicab

plate and who is presently insured by the Associate or designated agent, provide details on the following:

- a) Premium outlay of the dependent contractor
- b) deductible amounts contained in the policy
- c) Accident records, if available, and at no cost to the Associate or designated agent.

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 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.

(C) Any grievance, request for arbitration or other document filed or served for the purpose of labour relations or the administration of this agreement shall be filed with or served on the representative of the Associate Committee and shall be deemed to have been filed with or served on the Associate. Step 2 grievance meetings shall be arranged between the union and the representative of the Associate Committee.

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, 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.

22.07 No matter shall be dealt with at arbitration which has not been properly carried through all the requisite steps of the grievance procedure.

ARTICLE 23 - GRIEVANCE MEDIATION AND ARBITRATION

PREVENTIVE GRIEVANCE MEDIATION EXPEDITED TAXI SETTLEMENT PROCESS

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 a mediator agreed to by the parties may be sought.
- 23.02 The parties and the mediator may convene a meeting at their earliest convenience 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 mediator's efforts to mediate will not prevent him from hearing the merits of the grievance as an arbitrator.
- 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

Should any party wish to use the services of legal counsel, para legal or consultant to present their case at an arbitration hearing that party must invoke the formal arbitration process set out in article 23.16.

- 23.06 Should either party wish to refer a grievance to arbitration, written request for arbitration may be made within seven (7) days of receipt of the Company/Associate answer at Step 2.
- 23.07 Subject to 23.16, the grievance shall be heard by a sole arbitrator selected in rotation from the following panel:

Norman Wilson
William Jackson
2 persons to be named later on agreement of the parties

23.08 At all expedited arbitration hearings the company/associates shall be represented by a member of management or an Associate/Associate Committee and the union shall be represented by a union staff representative or an officer/steward of the Local Union.

23.09 Subject to article 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. The parties shall set one day per month to conduct expedited hearings and shall set additional days each month as is necessary to have the grievances dealt with expeditiously.

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

ARTICLE 24 - RENTAL CHARGES

24.01 Monthly Dispatch Fees - \$360.00 plus GST per month
Effective July 1, 1998 - \$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 rates only, and shall neither prejudice existing more favourable arrangements or 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.

24.04 (A) The upper and lower limits of the range of permissible lease or rental rates are to be 16 percent and 11.5 percent of the average plate sale price, as reflected by Metro Licensing Commission figures.

(B) As of the effective date of this scheme, the figure of **\$82,000.00** shall be used, with the result rounded off to the nearest \$25.00, so that the upper limit shall be **\$1,100.00** (16 percent of **\$82,000.00**, divided by 12 to get the monthly rate), and the lower limit shall be **\$775.00** (11.5 percent times **\$82,000.00** divided by 12).

© These rates are base rates, exclusive of add-ons for G.S.T., renewals, and so on.

- (D) If the rate charged is between \$775.00 or \$1 ,100.00, it shall be frozen for the duration of the collective agreement.
- (E) If the rate is above or below the relevant limit, it shall move towards the nearest limit every three months, so that every three months it moves 25 percent of the difference closer to the limit, with the result that it reaches the upper or lower limit of the permissible range limit on the last day of the collective agreement.
- (F) There shall be a once only review of the limits of the range after six months, and if the fair market value of an average plate sale (based on Metro Licensing Commission figures for the two prior quarters) has shifted, the limits will shift accordingly. At that point, any plates within the new range are frozen there, and any outside for the first time must move 50 percent of the distance to the nearest limit immediately, and the remaining 50 percent of the distance three months later (at the nine month point in the collective agreement).
- (G) For the sake of clarity, the upper and lower limits of the range shall always be rounded to the nearest \$25.00.

24.05 PLATE LEASE ALLOCATIONS

Definitions

For the purposes of this article, the parties agree that the following definitions will apply:

Company-leased plate - a taxicab plate leased directly from Diamond

Associate-leased plate - a taxicab plate leased directly from an Associate

Displaced lessee - an individual who had leased a plate from either the Company or an Associate but due to circumstances beyond his control has lost the ability to do so.

Incumbent driver - a driver of a Lessee

Transfer of Plates

The lessee of a Company-leased plate may transfer both his vehicle(s) and plate lease(s) to another individual provided that the individual is approved to operate under the Diamond roof sign and on condition that the plate continues to operate within the Company (under the Diamond roof sign).

Upon approval from the Associate (which shall not be unreasonably withheld), the lessee of an Associate- leased plate may transfer both his vehicle(s) and plate lease(s) to another individual provided that the individual is approved to operate under the Diamond roof sign.

The Union acknowledges that the practice of individual Associates in regards to allowing lessees to transfer vehicles and plate leases may differ. However, it is expressly understood and agreed that individual Associates must act in a consistent manner throughout the term of this agreement. Accordingly, the first action of the Associate, following the date of Mr. Herman's Award, in allowing or not allowing a lease transfer, shall be deemed to be the practice of the Associate for the duration of the agreement.

Allocation of Plates upon Return

In the event that a Company leased plate is returned to the Company by a bargaining unit member, the Company will first offer that plate to any displaced lessees, based on the length of time they have been so designated. If no displaced lessees exist, the Company will then offer the plate to the incumbent driver, so long as that driver has at least six months operation under that plate. If no incumbent driver exists or is eligible to accept the plate, the Company will then offer the plate to members of the bargaining unit, in accordance with the procedures set out herein.

In the event that a Company leased plate is returned by an Associate or other non bargaining unit member, the Company will first offer that plate to any other Associate wishing to lease the plate. If no Associate leases the plate, the Company shall offer to lease the plate to members of the bargaining unit in accordance with the procedures set out herein.

In the event that an Associate leased plate is returned to an Associate, the Associate may, in his sole discretion, either re-lease the plate or place it on a shift vehicle. Where the Associate re-leases the plate, the plate will first be offered to any displaced lessees of the Associate, based on their seniority with the Associate. If no displaced lessees exist, the Associate will then offer the plate to the incumbent driver, so long as that driver has at least six months seniority with the Associate. If no incumbent driver exists or is eligible to accept the plate, the Associate will then offer the plate to his full-time drivers, on a seniority basis, then to his part-time drivers, on a seniority basis. If none of the Associates' drivers accept the plate, the Associate will then inform the Company of same, and the Company will then offer the plate to bargaining unit members, in accordance with the procedures set out herein.

Allocation of Plate Procedure

If, after exhausting the procedure set out above, a Company leased plate is still available, the Company agrees to advertise same over the dispatch system for three

days (two of which must be weekdays excluding holidays). Applications for such plates must be made in writing, and must be submitted directly to the Company's offices no later than 12:01 am. On the fourth day following the commencement of the broadcast. Applicants must also submit a deposit equivalent to the two week plate lease cost, such deposit to be applied to the first month lease fees when the lease is registered. Any applicant granted the lease who is either unable to accept the lease or chooses not to, shall have that portion of the deposit forfeited, calculated on a daily basis up to the day on which he refuses the plate lease.

If after exhausting the procedures set out above, an Associate leases plate is still available, the Associate shall first notify his dependent contractors who had previously indicated an interest in leasing a plate of same. The Associate shall establish a deadline for applications of at least three days. Applications for such plates must be then made in writing, and must be submitted directly to the Associate no later than 12:01 a.m. on the fourth day following the commencement of the broadcast. Applicants must also submit a deposit equivalent to the two week plate lease cost, such deposit to be applied to the first month lease fees when the lease is registered. Any applicant granted the lease who is either unable to accept the lease or chooses not to, shall have that portion of the deposit forfeited, calculated on a daily basis up to the day on which he refuses the plate lease.

Prior to any plate becoming available, the Associates shall create a list of dependent contractors interested in leasing a plate by posting a notice on their bulletin board and handing out copies of the notice to all dependent contractors where no bulletin board exist, requesting any dependent contractor who is interested in a plate lease to notify the Associate, in writing, of their interest in leasing a plate. When a plate becomes available, the Associate shall notify all his dependent contractors that a plate is available in accordance with the above, but shall not be responsible for not given a plate to any dependent contractor who has not notified the Associate of his interest in leasing or has not supplied the Associate with his most current address and telephone number.

When more than one application is received for a plate lease offering by the Company/Associate, the plate will be leased to the applicant with the most full-time seniority with the Company or Associate offering the plate first and then to the applicant with the most part-time seniority with the Company or Associate offering the plate.

For the purpose of clarity, applications received for any broadcast for leasing shall not be deemed to apply to any future broadcast and shall entitle the applicants access to the plate(s) for which the broadcast is based on only.

For every available plate or group of plates that are available at the same time only one series of broadcasts will be done and plate leases will be assigned to the applicant(s) in priority as set out above.

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.
- 25.01 (b) The Company with the agreement of the Union has the right, in order to keep an existing account or obtain a new account, to discount charge coupons up to 15% for those affected accounts. The union will not unreasonably withhold the right of the Company to discount coupons.
- 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 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.
- 25.04 A 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.
- 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.
- © 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.

25.09 Dependent contractors 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 and the union agree and understand that the company may at any time and without notice discontinue this portion of its business.

25.10 The company agrees to maintain a charge coupon system for the benefit of the members in its association. Dependent contractors 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 at 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".

ARTICLE 26 - BENEFITS

26.01 Within two weeks from the issuance of this Award, the union shall obtain a Term, Life Insurance Policy (the "Policy") which provides for world-wide coverage and no medical requirement for eligibility. Once obtained, the union will provide the policy to Diamond and the Associates' Committee. Diamond and the Associates' Committee will review the policy and discuss it with the union within one week of receipt. If there is any dispute about the terms of the policy, I shall remain seized to settle any dispute expeditiously.

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26.02 Upon the resolution of the dispute, if any, the Company and the associates shall commence payment to the union, on behalf of each dependent contractor, of a premium of \$12.00 per month, inclusive of RST.

26.03 For existing Single plate lessees and operating Single Plate Owners the above premium amount shall become payable by the Company/Associates commencing the month following the effective date of this collective agreement. For new Single Plate Lessees and new operating Single Plate Owners, the above premium amount shall become payable commencing the third month of operation. For new Single Plate Lessees and Single Plate owners who were previously eligible, such payments shall continue without interruption.

26.04 For Weekly drivers, the above premium amount shall become payable upon the completion of 12 months of operation under the Diamond Taxi Roof Sign. For Shift drivers, the above amount shall become payable upon the completion of 12 months of operation wherein the Shift Driver has worked for five or more days per week on a regular basis under the Diamond Taxi roof sign. Payments for Shift Drivers will continue to be made provided the Shift Driver continues to regularly work five or more days per week.

26.05 Dependent contractors who do not meet the eligibility requirements as set out above, which could include the driver(s) for a single car owner/lessee, shall have the option of paying their own premiums to the Company/Associate. In the event that a dependent contractor misses a payment or opts out of the policy, such dependent contractor shall be permitted to rejoin in accordance with the terms set out by the administrator of the policy. The Company/Associates shall submit to the union, on a monthly basis, a separate list and cheque(s) of dependent contractors who pay their own premiums.

26.06 Non bargaining unit personnel, associated with the Diamond Taxi brokerage, shall have the same rights as dependent contractors who do not meet the eligibility requirements. The Company/Associates shall submit to the union, on a monthly basis, a separate list and cheque(s) on behalf of non-bargaining unit personnel who are participating in the policy.



26.07 The Company/Associates shall supply, collect and submit to the union, any application cards required for the administration of the policy in accordance with the requirements set out by the administrator. The union will supply a copy and/or outline of the policy to all participating persons who make such request.

26.08 The Company/Associates shall remit the applicable lists to the union along with any application cards and cheque(s) payable to **Retail Wholesale Benefit Trust**. Such remittances shall be sent along with the Union dues covering the same month.

ARTICLE 27 - DURATION

27.01 This agreement shall effective from December 5, 1997 and continue in effect until December 4, 1998 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 desire to amend or terminate the agreement.

ARTICLE 28 - INDUSTRY FUND

28.01(A) An "Industry Fund" shall be established, i.e., a mandatory payment per plate to be made by operating Associates to the Associates' Committee in an amount to be determined by the Associates' Committee, which becomes effective upon notice to Diamond and the Union. Such notice must be given no later than the 15th of the month prior to the month in respect of which the amount would be levied.

(B) The first Industry Fund levy will be deemed to be for the month following the award in the amount of Ten Dollars (\$10.00) per plate. Where no subsequent notice is given, the Industry Fund levy, which shall be payable on a monthly basis, shall remain unchanged. The amount levied in respect of the Industry Fund shall be paid to Diamond by each affected Associate by no later than the 15th of the month and remitted to the Associates' Committee by Diamond no later than the 25th of the month following the month in which the levy is due.

(C) Diamond shall provide a list of Associates who have paid and who are delinquent in payment. Any non-payment of the Industry Fund shall be subject to the same penalties **as** provided for in the non-payment of dispatch fees.

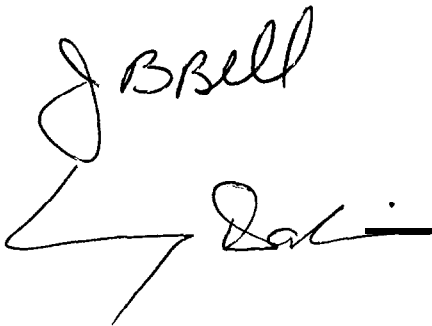
(D) In addition to a monthly Industry Fund levy, the Associates' Committee may, in its discretion, levy a special assessment upon notice to Diamond and the Union in accordance with the rules above.

(E) As hereinbefore set out, it is expressly understood that the Company and/or the Associates' Committee will not assume any liability arising from the enforcement of any part of Article 28.

- (F) It is expressly understood that the Union and/or dependent contractor will assume no liability arising from the application or administration of Article 28.
- (G) It is expressly understood that dependent contractors will not be charged any fees or suffer any adverse consequences as a result of the application and/or enforcement of Article 28.

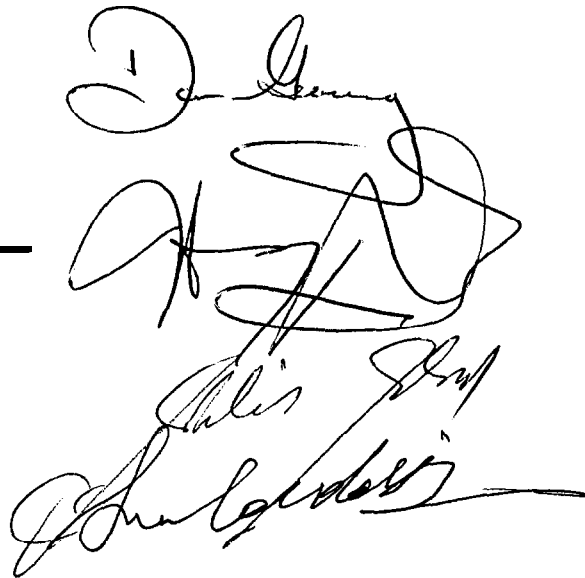
IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officers or representatives as of this _____ 1998

FOR THE COMPANY



Handwritten signatures for the company, including "J Bell" and another signature.

FOR THE UNION



Handwritten signatures for the union, including "D. [unclear]", "A. [unclear]", "Chris [unclear]", and "John [unclear]".

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.
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 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 - RULES AND REGULATIONS

- 1) Where a taxicab is dispatched on a recall and reports a no-show, an immediate cancellation will be given. However, if there is a recall on the same order the offending dependent contractor shall be suspended as follows:
penalties: 1st offense - three hour suspension
subsequent offenses up to six offenses - six hour Suspension

More than six offenses an interview will be arranged in the business office with the dependent contractor to explain his actions where additional penalties may be imposed.

- 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 and altering of customer charge coupons is strictly prohibited. A dependent contractor in violation of this rule on the first offense will reimburse the full dollar value of the charge coupon to either the customer or the diamond member as required. A second offense of this nature will result in immediate dismissal.
- 4) Any dependent contractor who is apprehended placing or calling in phoney orders 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. At such meeting additional discipline may be imposed.
- 5) Any dependent contractor who is observed or reported to be under the influence of drugs or alcohol while driving any diamond taxicabs may be subject to immediate dismissal.
- 6) Cars must be washed by 11:00 am every day, weather permitting. Penalty: car will be suspended until appearance at diamond head office for inspection or until an inspector or union steward 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 hour suspension

The dependent contractor will not be suspended for being out of the zone booked in provided the dependent contractor is reported as being in an adjacent zone.

- 8) Booking into a zone or stand while engaged in transporting a parcel or person.

Penalty: three hour suspension

The dependent contractor will be suspended for three hours if he accepts an order from the system while engaged in transporting a parcel or person.

A dependent contractor will be requested to book off a stand or zone when it is reported that he has left the stand or zone with a person or parcel. If the dependent contractor does not book off when requested, the supervisor will suspend then reinstate the car to change the dependent's contractor computer status to booked off.

- 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 limits as set out as being the slow meter time for zone, the car will be suspended and a meeting will be arranged at diamond's business office.

When a dependent contractor exceeds the set slow meter time limit for the zone the dependent contractor will be requested twice to go to voice (each voice request will be one minute apart). If the dependent contractor does not request voice immediately, then the order will be redispached and the dependent contractor will be suspended until he phones the dispatcher to explain his actions.

When the dependent contractor goes to voice he will give a time estimate as to when the customer will be picked up. If the time estimate given is too long for pick up of customer the order will be re-dispatched and the offending dependent contractor will be suspended as prescribed below.

If the time of customer pick up exceeds the estimated time of arrival, the dependent contractor will be subject to the set suspension as prescribed below.

If a recall is received after the slow meter time limit for the zone or stand, the dependent contractor will be suspended for a set penalty as prescribed below.

Penalties: 1st offense - three hour suspension
subsequent offenses up to six offenses - six hour Suspension

More than six offenses an interview will be arranged in the business office with the dependent contractor to explain his actions. At such meeting additional discipline may be imposed.

- 10) Refusing parcels: suspension from dispatch until an appointment is made for an interview in the business office to explain actions. At such meeting additional discipline may be imposed.

- 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 the 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. At such meeting additional discipline may be imposed.
- 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 then 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: One shift suspension for the first offence
 For subsequent offences, an appointment may be made to attend business office to explain his actions. At such meeting additional discipline may be imposed.

- 17) 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 and trunk lid.

Penalty: suspension until painted

- 18) 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. At such meeting additional discipline may be imposed.

- 19) 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.

- 20) Abuse of the dispatch system operations by the dependent contractor may be reviewed by the senior dispatch company employee on duty and penalties may be imposed subject to progressive discipline.

SCHEDULE "C"

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

For dependent contractors who were charged the maximum rate provided in the previous collective agreement as of July 4, 1997, the following shift/rental rates shall apply for the duration of this agreement:

<u>DAY</u>	<u>DAY SHIFT</u>	<u>NIGHT SHIFT</u>	<u>DOUBLES</u>
Monday	67.20	67.20	95.88
Tuesday	67.20	67.20	105.06
Wednesday	67.20	77.52	115.26
Thursday	72.42	81.60	124.44
Friday	72.42	90.78	134.64
Saturday	57.12	90.78	124.44
Sunday	57.12	67.32	95.88

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

One driver - 24 hours	680.34
Monday - Friday Doubles	582.42
Weekly day shift	423.30
Weekly night shift	444.72
Saturday & Sunday Double	215.22
Saturday night/Sunday double	171.36

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

For dependent contractors who were less than the maximum rate provided in the previous collective agreement as of July 4, 1997, the following shift/rental rates shall apply for the duration of this agreement:

The rate charged to the dependent contractor on July 4, 1997 plus two (2%) percent.