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|-------------------|-------|----|----|
| SOURCE | Union | | |
| EFF. | 94 | 12 | 09 |
| TERM. | 96 | 12 | 08 |
| NO. OF EMPLOYEES | 700 | | |
| NUMBER D'EMPLOYÉS | 700 | | |

**COLLECTIVE
AGREEMENT**

BETWEEN

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

AND

**ASSOCIATED TORONTO TAXI-CAB
CO-OPERATIVE LTD.**

EFFECTIVE DATE: DECEMBER 9, 1994
EXPIRY 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
5. 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.

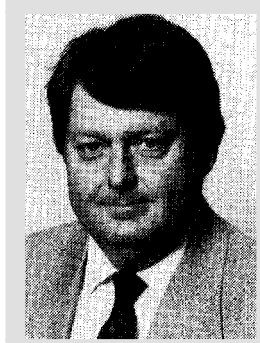
Dear Brothers and Sisters,

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~~ fees 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

Associated Toronto Taxi-Cab Co-operative Limited (hereinafter termed the "Company") and the fleets, garages, multi-plate owners, single (non operating) and multi plate designated agents and multi-plate leasees 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 recognized the Union as the sole and exclusive bargaining agent for all full-time and part-time dependent contractors operating under the roof sign Co-op in Metropolitan Toronto save and except supervisors, persons above the rank of supervisor, inspectors, dispatchers, calltakers,

maintenance staff, office and clerical staff and multi-plate/multi-car owners/leasees.

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 basis; all single leasees 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/leasees 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.

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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 dispatchers, calltakers, inspectors and any other person driving cab within the brokerage.

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

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

ARTICLE 5 - SOLE AUTHORITY

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

ARTICLE 6 - UNION SECURITY

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

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


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

dismissed.

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

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

The Company 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 single car owners/leasees, 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 fees, assessments and/or initiation fees shall be taken up with the individual Associate. The Company will use its best efforts to assist the Union in attempting to resolve such disputes. Any unresolved disputes may be dealt with pursuant to the grievance procedure. The Associate agrees for any NSF cheque payable to the Union hereunder or for each business day a

cheque payable to the Union hereunder is late or insufficient, the Associate will pay a penalty of fifty (\$50) dollars to the Union. For any NSF cheque, the Union shall have the right to demand certified cheques in the future from such defaulters.

- (b) In the event of overpayment of dues, assessments or initiation fees by the Associate, the Associate shall deal directly with the Union.
- (c) The Company does not accept any liability for errors, accuracy or corrections of any of the information supplied by the Associates.

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

ARTICLE 7 - UNION REPRESENTATION

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

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

- (a) One hundred and twenty (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 fourteen (14) days written notice, may either themselves or through their Union executive or staff representative and with the dependent contractor's written consent, have access to any existing hard copies of any disciplinary report or complaint currently located in the dependent contractor's personal file during normal business hours and shall upon written request, be supplied with copies of such pertinent documents within seven (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 Associates.

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.

7.08 Upon fourteen (14) days written notice from the President or Staff Representative of the Union, a leave of absence shall be granted to a dependent contractor for the purposes 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 (14) days written request, a leave of absence, without fees, shall be granted for a period of up to two (2) years for a maximum of two (2) 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 (14) 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

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purpose in engaging in contract negotiations.

- 7.11** All taxicabs operating under the Co-op 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 (4) inches wide and four (4) inches high.

ARTICLE 8 -DISCIPLINE & DISCHARGE

- 8.01** A dependent contractor shall have the right to request the presence of a Union Steward at any meeting that could result in discipline or discharge. If a Steward is not available the scheduled meeting shall be reconvened within forty eight (48) hours at a mutually agreed time.
- 8.02** A grievance concerning the suspension of one shift or longer or the discharge of a dependent contractor by either an Associate or the Company shall commence at Step 2 of the Grievance Procedure herein if a written statement of a grievance is filed with seven (7) working days to either the Associates or the Company after the dependent contractor has been notified 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 Associates 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 *gk* Discipline imposed more than twenty-four (24) months prior to the signing of this agreement shall not be used against the dependent contractor with respect to any further discipline by the Company or Associates.

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 *YN* 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 taxicabs 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 (1½) hours.
- 11.02 All calls or trips placed through the Co-op Taxi dispatch service, originating in any municipality shall be dispatched only to Metro Toronto licensed operating under the roof sign of Co-op.

- 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 card/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 the grievance is filed alleging the misuse of the dispatch system, the Company agrees, wherever possible, to provide the Union within seven (7) days of the request, the following information regarding the relevant time period and affected dependent contractors:
- (a) Driver Usage Reports.
 - (b) Printout of Dispatch Calls.
 - (c) Printout of Supervisor Messages.
- 11.19** Where more than one (1) 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 contractors shall be neatly dressed, well groomed, neat and clean in a personal appearance consistent with Company rules.
- 12.03** All dependent contractors shall give a receipt on the authorized form of the Company showing the place of pick-up, destination, date, plate number, the total amount of the fare, printed driver's name and dependent contractor's GST number when a receipt is requested by a passenger, or whenever there is a dispute over the fare.
- 12.04** Subject to the above and except when he is engaged on authorized Company business, the dependent contractor shall serve the first person requiring 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 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 as 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 (12) months as follows:

- (a) Full-Time - those drivers who drive five (5) or more consecutive twelve (12) hour 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/leasees** and drivers of the 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 provision of this agreement.
- (e) Allocation and withdrawal of plates to **leasees** 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/leasee** shall not be entitled to displace a driver of another single car **owner/leasee**.

2/10 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 taxicabs within a fleet (full-time drivers only); and
- (e) As set out in other provisions of this agreement.

14.03 A dependent contractor shall **lose** seniority:

- (a) Upon voluntary quitting or resigning; or
- (b) Upon discharge for just cause and not having been reinstated through the grievance or arbitration procedure.

CLE 15 - COMMITTEES

4/1 15.01 A Union/Management Committee shall be appointed consisting of up to three (3) Representatives from the Union and up to three (3) Representatives from the Company. On the request of either party, the parties shall meet once every two (2) months for the purpose of discussing issues relating to the workplace which affect the parties. The party requesting the meeting shall provide the other party with a meeting agenda at least fourteen (14) days prior to the meeting.

15.02 UNION/MANAGEMENT COMMUNICATION

1. PURPOSE

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

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

effectively carry out their respective obligations under the collective agreement;

provide for the fair and equitable operation of the dispatch service;

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

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

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

The parties further agree to respect and protect the confidentiality of information shared and agree to use said information solely for 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 reasonably available.

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

ARTICLE 16 - SAFETY AND HEALTH

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

- 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



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

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

Single plate owners/leasees 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

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The Company and Associates agree to grant the dependent contractor upon reasonable notice being provided, the necessary time off of up to five (5) days without dispatch fees and daily shift rental fees at the time of the death of the following relatives of the dependent 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 leasees shall be entitled to purchase their taxi insurance from an insurance company/broker of their choice without any interference from the Company and Associates.

Dependent contractors who opt to obtain insurance under this article shall supply a copy of the policy to the

designated agent, if applicable or failing that the registered owner of the vehicle, which shall contain an endorsement which provides notification to the designated agent, if applicable, or failing that the registered owner of the vehicle of any claims and changes to the registered driver.

ARTICLE 22 - GRIEVANCE PROCEDURE

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

- 22.01**
- A. It is the mutual desire of the parties hereto that complaints of the dependent contractors be adjusted as quickly as possible. A complaint shall not be considered a grievance unless the aggrieved dependent contractor has first discussed the complaint or difference with his supervisor within seventy-two (72) hours from the time the dependent contractor became aware or should have been aware of the occurrence and has given the supervisor an opportunity to adjust the complaint.
 - B. It is agreed that where a complaint is against an Associate, a Representative of the Company will attend any meetings held between the Associate and the Union upon request by either the Associate or the Union in order to assist the parties in the resolution of the complaint. As hereinbefore set out, it is expressly understood that the Company will not

assume any liability arising from the complaint for the sole reason of its participation in such meetings. Such grievance meetings shall be held at the Company office.

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

STEP ONE

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

STEP TWO

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

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

- 22.04 Any suspension grievance of one (1) shift or longer, discharge grievance, group grievance or Union Policy grievance shall be filed at Step Two.
- 22.05 Any grievance not submitted within the time limits provided herein shall be deemed to have been abandoned. However, the time limits referred to in the Grievance Procedure and Arbitration Procedure may be extended by mutual agreement if specified, in writing.
- 22.06 For the purposes of this section, supervisors shall mean:
- (a) The Associate or his designate where the complaint/grievance is against the Associate: or
 - (b) A supervisor of the Company where the complaint/grievance is against the Company.

ARTICLE 23 - GRIEVANCE MEDIATION AND A _____

PREVENTIVE GRIEVANCE MEDIATION

- 23.01 Where there is a dispute between the parties affecting the persons bound by or party to this agreement, and such dispute might result in a grievance under Article 22, and 22.01 (A) has been complied with, on the agreement of the parties, the immediate assistance of one of the arbitrators named in Article 23.07 may be sought.
- 23.02 Subject to his availability, the arbitrator may convene a meeting within twenty-four (24) hours for the purpose of mediating a resolution of the dispute without resort to the grievance procedure.

- 23.03 Such a meeting may occur on the broker's premises and shall be conducted informally with the persons directly involved in the controversy.
- 23.04 If the matter is not resolved and ultimately proceeds to a grievance, the arbitrator's efforts to mediate will not prevent him from hearing the merits of the grievance.
- 23.05 If the matter is resolved through mediation, it may not be the subject of a grievance. However, any such resolution shall be without prejudice to the parties' future position should a similar or like issue arise.
- EXPEDITED TAXI SETTLEMENT PROCESS
- 23.06 Should either party wish to refer a grievance to arbitration, written request for arbitration shall be made within seven (7) days of receipt of the last written answer.
- 23.07 Subject to 23.16, the grievance shall be heard by a sole arbitrator selected in rotation from the following panel:
- Norman Wilson
Stewart Netherton
2 persons to be named later, on agreement of the parties
- 23.08 Either party may require that a grievance or grievances be heard by an arbitrator within forty-eight (48) hours of referral unless an election is made for formal arbitration pursuant to Article 23.16.
- 23.09 Subject to 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 objections.
 - (e) Provide any advice to the parties which he may consider appropriate.
 - (f) Convene a hearing by teleconference.
- 23.11** The arbitrator shall not have the jurisdiction to amend, modify or add to any of the provisions of this agreement or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms of this agreement.
- 23.12** An arbitrator shall normally issue an oral decision at the hearing followed, if requested, by brief written reasons succinctly stated.
- 23.13** The decision of the arbitrator shall be final and binding upon the parties to the arbitration hearing and the dependent contractors.

- 23.14 No decision rendered by an arbitrator pursuant to the Expedited Taxi Settlement Process shall constitute a precedent or be referred to in any future case unless the parties otherwise agree.
- 23.15 Subject to Article 22, each of the parties hereto shall jointly bear the fees and expenses of the arbitrator.

FORMAL ARBITRATION PROCESS

- 23.16 Should either party wish to refer a grievance to formal arbitration, written request for formal arbitration shall be made within seven (7) days of receipt of the last written answer. A responding party may also elect to use the formal arbitration process so long as it does so within seven (7) days of receipt of notice of referral. At the time of election that party shall provide the other with a list of three suitable arbitrators to hear the matter. The other party shall then submit its own list of suitable arbitrators. If the parties cannot agree on an arbitrator within a further fourteen (14) days, either party may request the Minister of Labour to appoint an arbitrator and this appointment shall be binding on both parties.
- 23.17 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
Three hundred and twenty-five **18325.00**) dollars 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 nor prevent drivers from entering into more favourable arrangements.

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

- (a) The Union and the brokers must both use their best efforts to assemble a list of all plates in use within the brokerage, together with the current lease rates for those plates.
- (b) The list must be updated periodically, but in any event every three (3) months.
- (c) Any plate leasee 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 may bring his concerns to the attention of a Union-Management Committee which shall have the obligation to investigate the Complaint and use its best efforts to resolve it.
- (d) It is understood that the plate lease rates should not increase by more than twenty-five (\$25.00) dollars in any six (6) month period, and if the proposed increase exceeds that amount, the brokers and any other party bound by this agreement will use their best efforts to contain the increase within those limits.
- (e) The brokers must supply to the Union all information within their control or to which they have access with respect to the costs associated with the designated agency relationships within the brokerage

and the reasons for the difference between the price paid to the owner by the designated agent (or middle man) and the price paid by the leasee.

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

ARTICLE 25 - GENERAL

- 25.01** The present charge account system used by the brokerage shall be maintained, subject to the fact finding contract reopening provisions found elsewhere in this agreement. However, it is agreed that any revenue generated from the discount feature of the charge account system shall not exceed the cost of administering it and that the discount shall not in any event, exceed five (5%) percent for the duration of this agreement.
- 25.02** Upon request, the Company will provide a signed receipt on a monthly basis and the Associate will provide a signed receipt on a weekly basis for all payments made by the driver. Said receipt will indicate payment for shift fees, dispatch, plate rental, insurance if applicable, and Union dues.
- 25.03** The dependent contractors who own their own vehicles whether or not they own their own plate shall have absolute choice as to where their vehicle is to be repaired and/or maintained. All dependent contractors leasing a plate must provide to the owner or 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 has been issued, but prior to the MLC inspection.

25.04 Single plate owners/single plate leasees shall have the right to place an additional dependent contractor on their car provided proof of adequate insurance is given to the designated agent, leaser or owner. Prior to commencing driving, all dependent contractors shall be approved by the Company and/or Associates which approval will not be unreasonably withheld.

25.05 Union Representatives shall have access to a supervisor within twenty-four (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 contractor immediately.

25.08 Fact Finding and "Contract Reopener"

Fact Finding

(a) Following the issuance of the arbitration award establishing this collective agreement the brokerage and the Union will establish a fact finding committee which shall consist of at least one Representative of

the Union and one Representative of the brokerage, together with such further Representatives of the Union, the broker and the Associates as the parties may agree upon.

- (b) The fact finding committee shall meet at least once a month.
- (c) The purpose of the fact finding committee is to enquire into the economics of the taxi industry, and the application of collective bargaining to the brokerage and the industry generally.
- (d) Each party and Representative must supply to the other, upon request, all information that it would be obliged to provide under Section 15 of the Labour Relations Act, and which is arguably relevant to the economic terms of the collective agreement. Such information will include documents within its control, and facts reasonably believed to be true based on information and belief.
- (e) The information adduced during this process will be treated as privileged, will not be disclosed to a third party without consent, and will be used only for the purposes of collective bargaining, and the "contract reopener" discussion and arbitration process described in this article.
- (f) Each party will act in good faith and make every reasonable effort to both ascertain the commercial facts relevant to the contents and administration of the collective agreement, and disclose them to the other party.

- (g) When this agreement has been in operation for one (1) 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 **he/she** considers warranted.
- (k) For the purpose of clarity, the arbitrator may make such revisions, (if any) as **he/she** 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 (2) years from the date of the arbitration on

which it is based

ARTICLE 26 - BENEFITS

26.01 Subject to the attached Letter of Understanding:

- (a) The broker and associated fleets, garages, multi-plate owners, multi-plate designated agents, shall pay an amount of fifteen (\$15.00) dollars a month on behalf of each dependent contractor with more than one (1) years 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
- (d) ~~The benefits shall be, in order of priority, term life insurance and long term disability insurance unless the parties otherwise agree~~ 75/959999

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 (1) 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

PETER SHRIVE

FOR THE UNION

DAN GARVEY

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 (2) weeks at time.
2. Single car owners who lease a taxi license plate shall be entitled to one (1) month per annum of time off where they will not be required to pay the dispatch fee. $\frac{54}{0124}$
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. $14-06$
4. A shift driver shall be entitled to have the use of the vehicle without shift fees for one (1) mutually agreed to week per year provided:
 - 1a) They have operated the vehicle continuously for the previous twelve (12) months with the exception of approved leave of absence.
 - 1b) The entitlement is equivalent to the normal week worked by the driver. ie. five (5) day driver would be entitled to five (5) days without no fees, etc.

5. It is agreed and understood that during a period of time off the Company or Associates:
 - (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"

CO-OP RULES & REGULATIONS

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

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

1. First offence - verbal warning.
 2. Second offence - written warning.
 3. Third offence - six (6) hours suspension from dispatch.
 4. Fourth offence - one (1) shift suspension from dispatch.
 5. Fifth offence - three (3) shifts suspension from dispatch.
 6. Sixth offence - five (5) shifts suspension from dispatch.
 7. Seventh offence - up to termination.
-
1. All dependent contractors are required to pay all fees owing to either the Company, Associates or Union in a timely fashion. A failure to pay such fees will result in an automatic suspension of dispatch services until payment is made in full.
 2. All taxicabs operating under the Co-op banner shall have their taxicabs painted in Co-op colours (being airforce yellow solely on the roof, hood and trunk lid, the remainder in vermilion red, and Co-op decals in place on the rear door within one (1) month of becoming members in Co-op. Failure to properly paint and equip taxicab will result in suspension of dispatch services.
 3. A dirty taxicab will be suspended from dispatch services until a road inspector has been shown that the vehicle is clean.
 4. As per Article 11(c) of the agreement, cellular phones will neither be used or in the possession of dependant contractors,

inspectors, dispatchers or anyone else who is able to **use** such devices to distribute work outside of the dispatch system, **A** breach of Article 11(c) will result in discipline up to and including termination.

5. Overcharging or submitting unauthorized charges or altering a customer charge coupon will result in immediate dismissal and forfeiture of the charge.
6. **People** expect to be courteous and respectful when associating with each other. Anyone who threatens or harms an Associate or dependent contractor of Co-op is subject to immediate dismissal.
7. Dependent contractors are not allowed entrance to the dispatch office unless invited or given permission by the dispatch supervisor or by management. A first violation of this rule will result in a two (2) hour suspension from dispatch services.
8. Operators may **book** into an area only when they are free to accept orders and only when they are within the area boundaries. Operators may book on a post only when they are on that post. **A** first violation of this offence will result in a two (2) hour suspension from dispatch services.
9. Dependent contractors may not make any rude or unnecessary comments to the dispatch or office staff. Violation of this rule will result in a two (2) hour suspension.
10. Operators must service the order in which they have accepted unless the dispatcher has taken back that order. When in trouble, contact the supervisor. Violation will result in suspension from dispatch service for one (1) shift.
11. Operators must not take an unreasonable amount of time to deliver a parcel. When in trouble contact the supervisor. **A**

violation will result in suspension from dispatch services for one (1) shift.

12. Operators are not allowed to lock-up Co-op charge customers. A violation will result in suspension of dispatch services for one (1) shift.
13. Operators shall not refuse to serve any customer unless the reason is specified in the MLC Rules or in the collective agreement. Contact the supervisor. Violation will result in suspension from dispatch services for one (1) shift.
14. Operators must identify themselves to the computer with the I.D. number assigned to them. Operators are responsible for confirming with the dispatch office all the information allowing them to use the "spare" access code number. Operators are not allowed to use someone else's I.D. number. Violation will result in suspension from dispatch services for one (1) shift.
15. Operators may use the radio system for business or emergency and nothing else when a computer data system malfunctions. Violation of this rule will result in suspension from dispatch services for one (1) shift.

SCHEDULE "C"

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

| DAY | PAY SHIFT | NIGHT SHIFT | DOUBLES |
|------------|------------------|--------------------|----------------|
| 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 Darts of UI)

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

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

NOTE: The first number in a series indicates the status quo of the existing posted rates and the second and third numbers in brackets indicate the rate over the two (2) years following the issuance of the arbitration award.

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This letter confirms the understanding of the parties with respect to the implementation of Article 26 of the collective agreement.

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

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

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

Dated this 20th day of January, 1995.

FOR THE COMPANY

PETER SHRIVE

FOR THE UNION

DAN GARVEY

HARRY GHADBAN

