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**COLLECTIVE AGREEMENT**

BETWEEN

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

AND

**ASSOCIATED TORONTO TAXICAB  
CO-OPERATIVE LTD.**

AND

**THE CO-OP TAXI ASSOCIATES' COMMITTEE  
REPRESENTING ASSOCIATES OF ASSOCIATED  
TORONTO TAXICAB CO-OPERATIVE LTD.**

EXPIRY DATE: FEBRUARY 12, 2000

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**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
1.	Purpose .....	3
2.	Parties to the Agreement .....	3
3.	Union Recognition .....	5
4.	Management Rights .....	5
5.	Sole Authority .....	7
6.	Union Security.....	7
7.	Union Representation .....	11
8.	Discipline & Discharge .....	14
9.	Non Discrimination .....	15
10.	No Strike/No Lockout .....	15
11.	Dispatch.....	17
12.	Dependent Contractors' Duties .....	20
13.	Technological Change.....	22
14.	Seniority .....	22
15.	Committees .....	24
16.	Safety and Health.....	26
17.	Work Week .....	27
18.	Paid Holidays .....	27
19.	Time Off .....	28
20.	Taxi Package.....	29
21.	Insurance .....	30
22.	Grievance Procedure .....	31
23.	Preventive Grievance Mediation .....	34
24.	Expedited Settlement .....	35

25	Rental Charges	37
26	General	39
27	Benefits	41
28	Associates Fund	...43
29	Duration	..44
Schedule A		46
Schedule B		48
Schedule C		50
Letter of Understanding - Benefits		51

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** Retail Wholesale Canada, Canadian Service Sector Division of the United Steelworkers of America Local 1688, Ontario Taxi Union (hereinafter referred to as the "Union")
- AND
- Associated Toronto Taxi-cab Co-operative Limited (hereinafter referred to as the "Broker")
- AND
- The Co-op Taxi Associates' Committee representing associates of Associated Toronto Taxi-cab Co-operative Ltd. (hereinafter referred to as "the Associates")
- 2.02** The Broker, the Associates and the Union recognize the Co-op Taxi 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** (a) "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 license, or a single taxi license owner who is a non-driving owner, and who carries on business in association with one or more brokers
- (b) The parties agree that the "Cash-In" operated by the Broker is not an Associate and any disputes between the Union/dependent contractors and the "cash-in" shall be dealt with through the Broker,
- 2.04** The Associates' Committee will have the authority to bind the individual associate to any settlement and/or resolution of a grievance with the Union.
- 2.05** It is recognized and agreed that in no event will the Associates' Committee be obligated to proceed with a grievance against an individual associate in the grievance/arbitration procedure. 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 of the individual associate. Individual associates will be liable for the associate's costs for the grievance/arbitration procedure.
- 2.06** The Associates' share of the Arbitrators fees and expenses shall be paid by the committee and collected from the individual associate(s).

**ARTICLE 3**  
**UNION RECOGNITION**

**3.01** The Broker 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 Co-op roof sign in Metropolitan Toronto save and except supervisors, persons above the rank of supervisor, inspectors, dispatchers, calltakers, maintenance staff, office and clerical staff and multi-plate/multi-car owners/lessees.

**Clarity Note:**

For the purposes of this Agreement, it is understood and agreed that dependent contractors shall include: those who drive a taxicab for the Associates either on a commission or leased daily shift basis; all single lessees who drive and their drivers; and all single plate owners who drive and their drivers. It is further understood and agreed that absentee single plate owners, all multi-plate owners/lessees and all single (non-operating) and multi-plate designated agents shall not be included in the bargaining unit.

**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 Broker and the Associates.

**4.02** For greater certainty, but without limiting the generality of the foregoing, the Union agrees that the

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

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

- 4.04** Nothing in the Broker'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 Broker, Associates and dependent contractors and shall nullify and replace any contracts of employment that may have been entered into between the Broker, 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.

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 driving one of his vehicles all Union dues, assessments and initiation fees for the current month and shall submit to the Broker, by the 15th 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 Broker agrees to submit to the Union, by the 25th day of the following month, the cheques and driver lists received from the Associates. Any dependent contractor using another dependent contractor's identification number in order to avoid duties, obligations avoid benefits outlined in this Collective Agreement will be dismissed.

All lists provided to the Broker 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 Broker 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 Broker on request by an associate will supply to that associate by the 3rd of the month a computer printout with the names of all persons receiving dispatch services up to the last day of the previous calendar month who are registered with that associate.

The Broker shall collect dues, assessments, and initiation fees for the current month for single car owner/lessees, who pay dispatch fees directly to the Broker, and their drivers and submit to the Union by the 25th of the following month with a list at the same time. All lists provided to the Broker 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 Broker and Associates' Committee 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 dollars (\$50.00) 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 Broker and the Associates' Committee do 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 Broker/Associates' Committee one (1) month's notice, 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 Broker 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 Broker, 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 Broker 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 advised the Broker in writing that the dues have been paid, all dependent contractors/fleets will be automatically suspended by the Broker from dispatch services commencing the fourth (4th) 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 Broker 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 Broker shall not, for subsequent months, reinstate dependent contractors of the Associate until the Broker has received a cheque and the 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 Broker will not be liable for damages if it has administered 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 Broker, 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 Broker and the Associates' Committee of any changes in these names and/or positions.
- 7.02** The Associates' Committee and the Broker 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 Brokerage/Associate and every three (3) months 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, 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 contractors 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 Broker 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 Broker and the Associates.
- 7.05** Upon reasonable written notice from the Union, given Monday through Friday during Broker office hours, the Broker agrees 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 Broker'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 the 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.
- 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 Broker or only the Associate from whom the dependent contractor last rented a taxicab. Further, if the Union Representative is an operating member in the Broker and he either drives or rents his vehicle to another dependent contractor, then dispatch and any other fees deemed appropriate by the Broker shall be payable to the Broker.
- 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 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 AND 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. Discipline applied without a meeting pursuant to set penalties in Schedule "B", shall not be considered a violation of this clause.
- 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 Broker shall commence at Step 2 of the Grievance Procedure herein if a written statement of a grievance is filed within seven (7) working days with either the Associate or the Broker after the dependent contractor has been notified of the one shift or longer suspension, or of his discharge.
- 8.03** The Broker 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 Broker 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 offense after which time they will not be used against him with respect to any further discipline by the Broker or Associates

ARTICLE 9  
NON DISCRIMINATION

- 9.01** The Broker, 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 statute rights and that there will be no Union activity, except as herein provided, on the Broker's or Associates' premises except with written permission.
- 9.02** The Broker, 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 Broker 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 Broker reasonable written notice of any protest or demonstration. The Broker agrees to keep said notice in the strictest of confidence.
- (c) No protest, demonstration or other disruption of business shall be staged against any Broker 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 Broker 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 Broker.
- (a) Bypasser/cheater switch should remain as is, however, improvements may be made by mutual agreement of the parties.
- (b) Mobile Data Terminals in the taxicabs will be serviced and maintained in working order by the Broker.
- (c) 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<sup>1</sup>/<sub>2</sub>) 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 taxicabs operating under the roof sign of Co-op.
- 11.03** The Broker 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 Broker 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 Broker agrees that any violations of the Collective Agreement by dispatch staff, including the dispatching of fares in a preferential manner, is a serious offense and will lead to discipline up to and including termination of such offending dispatch staff
- 11.08** The Broker agrees to take reasonable steps to ensure that there are sufficient number of trained staff to serve its business in an efficient and expeditious manner.
- 11.09** The Broker 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 Broker agrees that dispatchers shall cooperate 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 Broker shall attempt to provide lead time that will equal response times, taking into consideration road and weather conditions.
- 11.12** In the event of a complete malfunction or complete failure of the dispatch system for a period of five (5) hours or more, dependent contractors shall only be

required to pay fifty percent (50%) of the applicable shift fees.

- 11.13** Dependent Contractors shall be entitled to be placed in first position on the stand or zone as quickly as possible on all calls cancelled by the customer and/or "no shows" provided the driver notifies dispatch within a reasonable period of time from receipt of the order, main entrance or scooped calls.
- 11.14** The current dispatch zones shall not be changed without sixty (60) days written notice to the Union wherever possible.
- 11.15** Bid calls shall include calls as listed below or if special circumstances are made known to the duty supervisor or phone staff:
- (a) credit cards/cheque
  - (b) smokers/non-smokers
  - (c) wheelchairs
  - (d) animals, except seeing eye dogs
  - (e) bicycles
  - (f) moving jobs
  - (g) air conditioning
  - (h) skis
- 11.16** Where the grievance is filed alleging the misuse of the dispatch system, the Broker 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.

- 11.17** Where more than one (1) taxicab is dispatched to the same address, the Broker shall give an immediate cancellation to any taxicab that does not receive a fare at that location
- 11.18** In the event of a failure or malfunction of the computerized dispatch system all calls shall be dispatched on voice as soon as possible.
- 11.19** Where a grievance is filed alleging the misuse of the dispatch system, the Broker 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,
- 11.20** Except in case of an emergency or as otherwise provided in this Agreement, the Broker shall ensure that no calls or trips or parcels are dispatched on voice.
- 11.21** There shall be no changes to posts or areas without prior discussions at the Union/Management Committee.

#### ARTICLE 12

#### DEPENDENT CONTRACTORS' DUTIES

- 12.01** All dependent contractors shall perform their duties in a businesslike, professional and courteous manner.
- 12.02** All dependent contractors shall be neatly dressed, well groomed, neat and clean in personal appearance, consistent with Broker rules

- 12.03** All dependent contractors shall give a receipt on the authorized form of the Broker 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 Broker 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 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 Broker or the Associates shall notify the Union in writing at least ninety (90) days before the introduction of such changes, whenever possible

ARTICLE 14  
SENIORITY

- 14.01** The Broker and Associates understand the importance of maintaining long standing relationships with dependent contractors and to this end the Broker 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 Broker shall apply to single car owners/lessees and drivers of the same

and shall be applied in determining:

- (a) Lay-off;
- (b) Recall from lay-off;
- (c) Preference for time;
- (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;
  - (d) On the first day of the second month following the effective date of this Agreement and annually thereafter, preference for taxicab within a fleet (full time driver only): and

(e) As set out in other provisions of this Agreement.

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

**ARTICLE 15**  
**COMMITTEES**

- 15.01** A Union/Management Committee shall be appointed consisting of up to three (3) representatives from the Union, up to three (3) representatives from the Broker and up to three (3) representatives 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 parties with a meeting agenda at least fourteen (14) days prior to the meeting.

**15.02** **Information/Monitoring/Verification**

**1. Dispatch**

The Broker 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 Broker 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 Broker which disclose which trips were dispatched and to which driver and/or car.

If any relevant information is deemed by the Broker 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 Broker 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 Broker 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 Broker, the Associates and the industry as a whole. The Broker, the Associates, the Union and dependent contractors, in conjunction with the Metro Toronto Licensing Commission's Safety Committee, will work towards achieving the goal of dependent Contractor safety.
- 16.02** A Safety Committee consisting of at least two (2) representatives of the Union and two (2) representatives of the Broker 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 Broker 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 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 Broker 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  
PAID HOLIDAYS

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

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

Christmas Day  
Boxing 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 percent (15%) on their dispatch fees for the month of September, in each year, in lieu of statutory holidays.

ARTICLE 19  
TIME OFF

**19.01** The Broker and the Associates agree to the granting of time off as per Schedule "A" of this Agreement.

**19.02 Bereavement Leave**

The Broker 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 Broker's 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) Broker receipt cards
  - (k) At the beginning of each shift there shall be a full tank of fuel.
- Any equipment owned by the Broker 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 contrac-

tor is required to purchase any fluids or have the car washed the amounts paid will be deducted from his daily rental fee payment upon proper proof of payment.

**ARTICLE 21**  
**INSURANCE**

**21.01** All single plate/car owners and all single plate/car lessees shall be entitled to purchase their taxi insurance from an insurance company/broker of their choice without any interference from the Broker 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. The policy shall contain an endorsement which provides notification of any claims and changes to the registered driver, to the designated agent, if applicable, or failing that, the registered owner of the vehicle.

**21.02** The Associate or Designated Agent shall, upon written request from a dependent contractor who is presently insured by the Associate or Designated Agent, provide details on the following:

1. Premium outlay of the dependent contractor;
2. Deductible amounts contained in the policy;
3. Request insurer to provide accident records and claims history.

**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 shall be borne 50% by the Associate against whom the arbitration was filed and 50% by the Union. 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 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 Associates' Committee will attend any meetings held between the Associate and the Union in order to assist the parties in the resolution of the complaint. A Representative of the Broker may also attend such meetings upon request. As hereinbefore set out, it is expressly understood that neither the Associates' Committee nor the Broker will 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 Broker's Office if requested.

(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 Associates' Committee and shall be deemed to have been filed with or served on the Associate. It is also agreed that the Union will send to the affected associate a copy of the grievance, request for arbitration or other document filed or served by regular mail to the last known address given to the Union. Step 2 grievance meetings shall be arranged between the Union and the representative of the Associates' Committee,

(d) A grievance shall be defined as a complaint regarding the meaning, interpretation, application, administration or alleged violation of this Agreement.

**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 Broker and/or the Associates' Committee and the affected Associate 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, the Associate, the Associates' Committee and/or the Broker, 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, 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 Broker where the complaint/grievance is against the Broker.
- 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 or has been settled, withdrawn or abandoned.

ARTICLE 23  
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 subject of a grievance: however, any such resolution shall be without prejudice to the parties future position should a similar or like issue arise.

**ARTICLE 24**  
**EXPEDITED SETTLEMENT AND ARBITRATION**

**24.01 Expedited Settlement Process**

The purpose of this informal process is to enable the parties to deal with problems on an expedited basis. Therefore, should any party wish to use the services of legal counsel, pare legal or consultant to present their case at an arbitration hearing that party must invoke the formal arbitration process set out in paragraph 24.12 of this Article.

**24.02** Should any party wish to refer a grievance to Arbitration, a written request for Arbitration may be made within seven (7) days of receipt of the Broker/Associate/Union answer at Step 2 of the grievance procedure in Article 22.

**24.03** Subject to the formal arbitration procedure, the grievance shall be heard by a sole arbitrator selected in rotation from the following panel:

Norman Wilson  
William Jackson

two (2) persons to be named later on agreement of the parties.

**24.04** At all expedited hearings the Broker/Associates shall be represented by a member of management or an Associate/Associate Committee member and the Union shall be represented by a Union staff representative or an officer/steward of the Local Union.

**24.05** Subject to the formal arbitration procedure, all grievances shall be heard by the Arbitrator within thirty (30) days of referral. The Arbitrator shall hear all grievances which have been referred to Arbitration as of the date of hearing on a docket

basis. The parties may set one (1) day or more per month to conduct expedited hearings

- 24.06** An Arbitrator shall have the jurisdiction and power to:
- (a) determine the order in which any grievance 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 addressing the real substance of the difference between the parties without regard to technical or procedural objection:
  - (d) provide any advice to the parties which he may consider appropriate;
  - (e) convene a hearing by teleconference
- 24.07** 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.
- 24.08** An Arbitrator shall normally issue an oral decision at the hearing followed, if requested, by brief written reasons succinctly stated.
- 24.09** The decision of the Arbitrator shall be final and binding upon the affected parties to the hearing and the dependent contractors.
- 24.10** No decision rendered by an Arbitrator pursuant to the Expedited Settlement Process shall constitute a precedent or be referred to in any future case unless *the* parties otherwise agree.
- 24.11** Subject to Article 22, each of the affected parties to the Expedited Settlement Process shall bear the fees and expenses of the Arbitrator

**24.12 Formal Arbitration Process**

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.

**24.13** Paragraphs 24.07, 24.09, 24.11 of Article 24, shall apply to the formal arbitration process.

**ARTICLE 25**  
**RENTAL CHARGES**

**25.01** Monthly Dispatch Fees - status quo

Three hundred and twenty-five dollars (\$325.00) plus GST per month.

**25.02** 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.

**25.03** It is agreed and understood that no dependent contractor shall have his lease altered or terminated for the duration of this Collective Agreement without just cause.

The parties agree to freeze the current taxi plate lease rates for the term of the Agreement provided the monthly plate lease component of the lease rate is a maximum of \$1,100.00.

- 25.04** In the event that a lease is cancelled for cause or resumed to the Broker or an Associate by a dependent contractor the Broker or Associate may, in its sole discretion, either re-lease the plate or place it on a shift vehicle.
- 25.05** (a) Upon approval from the Associate, which shall not be unreasonably withheld, the lessee of an Associate-leased plate may transfer both his vehicle and plate lease to another individual.
- (b) The Union acknowledges that the practice of individual associates with regard 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 ratification of this Agreement in allowing or not allowing a lease transfer, shall be deemed to be the practice of the Associate for the duration of the Agreement.
- 25.06** Upon approval from the Cash-In which shall not be unreasonably withheld, the lessee of a Cash-In-leased plate may transfer both his vehicle and plate lease to another individual provided:
- i) the Lessee provides a current Certificate of Mechanical Fitness and the DOT History from the MLC to the proposed purchaser as well as the Cash-In: and
  - ii) the transferring lessee has been a dependent

contractor of Co-op for at least six (6) months and the new lessee has been a dependent contractor with Co-op for at least six (6) months: and

iii) The Cash-In is paid a \$200.00 administration fee.

**ARTICLE 26**  
**GENERAL.**

- 26.01** The present charge account system used by the brokerage shall be maintained. 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 percent (5%) for the duration of this Agreement.
- 26.02** Upon request, the Broker 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.
- 26.03** 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 forty-eight (48) hours 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.

- 26.04 Single plate owners/single plate lessees shall have the right to place an additional dependent contractor on their car provided proof of adequate insurance is given to the designated agent, lessor or owner. Prior to commencing driving all dependent contractors shall be approved by the Broker and/or Associates which approval will not be unreasonably withheld. In order to determine if a dependent contractor is approved, the contractor must provide a valid taxi-cab licence, a valid provincial driver's licence and a current driver's abstract.
- 26.05 Union Representatives shall have access to a supervisor within twenty-four (24) hours of a request from the Representative in the performance of his duties, during office hours Monday to Friday, except for holidays.
- 26.06 Dependent contractors shall have absolute choice as to where they purchase fuel
- 26.07 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 Broker, the dispatcher shall re-dispatch the call for the affected dependent contractor when requested by the dependent contractor. The Broker shall ensure that emergency messages are relayed to the dependent contractor immediately.

ARTICLE 27  
BENEFITS

- 27.01** Within two (2) weeks from the ratification of this Agreement 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 the Broker and the Associates' Committee. The Broker and the Associates' Committee will review the Policy and discuss it with the Union within one (1) week of receipt. If there is any dispute about the terms of the Policy, the parties shall settle any dispute expeditiously.
- 27.02** Upon the resolution of the dispute, if any, the Broker and the Associates shall commence payment to the Union, on behalf of each eligible dependent contractor, a premium of \$12.00 per month, inclusive of RST.
- 27.03** For existing single plate lessees and operating single plate owners, the above premium amount shall become payable by the Broker/Associates commencing the 1st of the month following agreement on the plan. For new single plate lessees and new operating single plate owners, the above premium amount shall become payable commencing the third month of operation under the Co-op Taxi Roof Sign. For new single plate lessees and single plate owners who were previously eligible, such payments shall continue without interruption.
- 27.04** For weekly drivers, the above premium amount shall become payable upon the completion of twelve (12) months of operation under the Co-op Taxi Roof Sign. For shift the above amount shall become payable upon the completion of twelve (12) months of operation provided the shift driver

has worked for five (5) or more days per week on a regular basis under the Co-op Taxi Roof sign during this period. Payments for shift drivers will continue to be made provided the shift driver continues to regularly work five or more days per week.

- 27.05** 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 Broker/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 Broker/Associates shall submit to the Union, on a monthly basis, a separate list and cheque(s) of dependent contractors who pay their own premiums.
- 27.06** Non-bargaining unit personnel, associated with the Co-op Tax Brokerage, shall have the same rights as dependent contractors who do not meet the eligibility requirements. The Broker/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.
- 27.07** The Broker/Associates shall 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.
- 27.08** The Broker/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 28**  
**ASSOCIATES FUND**

- 28.01**
- (a) The parties agree that an "Associates Fund" be established, i.e., a mandatory payment per plate to be made by the associate plate holder to the Associates' Committee in an amount to be determined by the Associates' Committee, which becomes effective upon notice to the Broker 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 Associates Fund levy will be deemed to be for the month of February 1998, in the amount of ten dollars (\$10.00) per plate. Where no subsequent notice is given, the Associates Fund levy, which shall be payable on a monthly basis, shall remain unchanged. The amount levied in respect of the Associates Fund shall be paid to the Broker by each affected Associate on the first day of each month and remitted to the Associates' Committee by the Broker by the 15th of the month.
  - (c) The Broker shall provide a list of Associates who have paid and who are delinquent in payment. Any non-payment of the Associates Fund or any other monies owing to the Associates' Committee shall be subject to the same penalties as provided for, in the non-payment of dispatch fees.
  - (d) In addition to a monthly Associates Fund levy, the Associates' Committee may, in its discretion, levy a special assessment upon notice to the Broker and the Union in accordance with the rules above.        ;



- (e) As herein before set out, it is expressly understood that the Broker and/or the Associates' Committee will not assume any liability arising from the enforcement of any part of Article 28.
- (f) (a) In the event the Associates' Committee is dissolved and the Broker is required to represent the Associates, the Broker will have the same rights and obligations as the Associates' Committee under this Article.  
(b) It is understood that if the Broker is required to represent the Associates, the Associates shall continue to have representation as part of the Broker's committee for union/management meetings as well as negotiations.
- (g) There shall be no liability to the Union on the application or administration of this Article
- (h) It is understood and agreed that no dependent contractor will be charged any fee or suffer any adverse consequences as a result of the application, administration and/or enforcement of this Article.

**ARTICLE 29**  
**DURATION**

**29.01** This Agreement shall be in effect from February 12 1998 until February 12 2000 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 this Agreement

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized Officers or Representatives on this 12th day of February, 1998

**Associated Toronto  
Taxicab Cooperative  
Ltd.**

**Retail Wholesale Canada,  
Canadian Service Sector  
Division of the United  
Steelworkers of America  
Local 1688, The Ontario  
Taxi Union**

\_\_\_\_\_  
Paul Gleitman

\_\_\_\_\_  
Harry Ghadban

\_\_\_\_\_  
Nabil Charbel

\_\_\_\_\_  
Behrouz Rezahi

\_\_\_\_\_  
Mohammad Reza Houseinioun

The Co-op Taxi Associates' Committee Representing  
Associates of Associated Toronto Taxi-Cab Co-operative Ltd.  
Peter Zahakos

SCHEDULE "A"

The Broker 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 time off must be in weekly or monthly increments, with a minimum of two (2) weeks at a time.
2. Single car owners who lease a taxi license plate shall be entitled to one (1) month per annum of time off where they will not be required to pay 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 have the use of the vehicle without shift fees for one (1) mutually agreed to week per year provided.
  - (a) The driver has operated the vehicle continuously for the previous twelve (12) months with the exception of approved leaves of absence.
  - (b) The entitlement is equivalent to the normal week worked by the driver. i.e. five (5) day drivers would be entitled to five (5) days without fees, etc.

5. It is agreed and understood that during a period of time off the Broker 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 AND REGULATIONS

1. All dependent contractors are required to pay all fees owing to either the Broker, 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 (airforce yellow 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 the 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. Overcharging or submitting unauthorized charges or altering a customer charge coupon will result in immediate dismissal and forfeiture of the charge.
5. People are expected 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
6. 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.
7. 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 violation of this rule will result in the driver being removed from the area until free to accept orders.

- a. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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"**  
**EFFECTIVE FEBRUARY 12, 1998**

Daily and Weekly shift rates (including all EI contributions and GST)

	<u>Day Shift</u>	<u>Night Shift</u>	<u>Doubles</u>
<b>Monday</b>	\$ 67 00	\$67 00	\$94 00
<b>Tuesday</b>	67 00	67 00	103 00
<b>Wednesday</b>	67 00	77 00	113 00
<b>Thursday</b>	72 00	81 00	122 00
<b>Friday</b>	72 00	90 00	132 00
<b>Saturday</b>	55 00	88 00	122 00
<b>Sunday</b>	55 00	65 00	94 00

Weekly Deals Paid in Advance (including all EI Contributions and GST)

<b>One Driver 24 hours</b>	\$ 667 00
<b>Monday-Friday Doubles</b>	571 00
<b>Weekly Day Shift</b>	420 00
<b>Weekly Night Shift</b>	441 00
<b>Saturday and Sunday Double</b>	211 00
<b>Saturday Night/Sunday Double</b>	168 00

July and August \$1 00 decrease on all shifts  
\$5 00 decrease on all weekly rates

Effective November 1 1998

Monday to Friday - Day and Night Shifts \$2 00 increase

Weekly Night Shift and Day Shift Deals \$10 00 increase

The above fees are maximums only and does not prevent a driver and an Associate agreeing to a lesser amount

**LETTER OF UNDERSTANDING**

This letter confirm the understanding of the parties reached at negotiations that:

The parties agree to conduct a study to make recommendations on the installation of a Global Positioning System to protect the safety of dependent contractors, provided there is no cost to the Employer, no legal impediment to the installation including MLC approval and the installation of the system will be unobtrusive and not damage the vehicle.

Dated this 12th day of February 1998.

**Associated Toronto  
Taxicab Cooperative  
Ltd.**

**Retail Wholesale Canada,  
Canadian Service Sector  
Division of the United  
Steelworkers of America  
Local 1688, The Ontraio  
Taxi Union**

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Paul Gleitman

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Harry Ghadban

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Nabil Charbel

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Behrouz Rezahi

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Mohammad Reza Houseinioun

The Co-op Taxi Associates' Committee Representing  
Associates of Associated Toronto Taxi-Cab Co-operative Ltd.

Peter Zahakos

NOTES