

COLLECTIVE AGREEMENT

Between



(COLLECTIVELY REFERRED TO AS THE “COMPANY”,
MEMBERS OF THE OWNERS GROUP
{COLLECTIVELY REFERRED TO AS THE “OWNERS GROUP”})

and

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA) AND ITS LOCAL 1688



03787 (09)

Effective SEPTEMBER 5th, 2008 to JUNE 30th, 2011

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COLLECTIVE AGREEMENT

between

**ZIPTRACK INC., TAXITAB INC. AND
COVENTRY CONNECTIONS INC.
(COLLECTIVELY REFERRED TO AS THE “COMPANY”,
MEMBERS OF THE OWNERS GROUP
{COLLECTIVELY REFERRED TO AS THE “OWNERS GROUP”})**

(Hereinafter referred to as the “Company”)

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA) AND ITS LOCAL 1688**

(Hereinafter referred to as the “Union”)

ARTICLE 1: PURPOSE

- 1.01 The purpose of this agreement is to establish, identify and maintain, for the duration of this agreement, a division between employees and the Owners Group. As well, the agreement is established to maintain mutually satisfactory working conditions and to provide machinery for a prompt and equitable disposition of grievances for all employees who are subject to the terms of this agreement.

ARTICLE 2: PARTIES TO THE AGREEMENT

- 2.01 Between

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1688 (hereinafter termed the “Union”)

-and-

Ziptrack Inc., Taxitab Inc. and Coventry Connections Inc. (Collectively referred to as the “Company”) Members of the Owners Group (Collectively referred to as the “Owners Group”) (hereinafter termed the “Company”)

ARTICLE 3: UNION RECOGNITION

- 3.01 The Owners Group hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of the Members of the Owners Group in the Regional Municipality of Ottawa Carleton (hereinafter termed "drivers"), save and except Supervisors and those persons above the rank of Supervisor, dispatchers, telephone staff, office staff, clerical staff, garage staff, independent contractors and those employees covered by a subsisting collective agreement.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Members of the Owners Group shall have the exclusive right to operate and manage their respective businesses, to maintain order, to promote, to demote, to discipline and to discharge employees for just cause.
- 4.02 The Members of the Owners Group shall exercise their management rights and administer this Agreement in a manner that is fair, reasonable, non-discriminatory and consistent with the provisions of this Agreement.
- 4.03 The Owners Group shall not demote an employee to a lesser-valued taxicab without just cause.
- 4.04 The rules and regulations attached as Schedule "C" to this agreement shall not be changed without the written agreement of the parties. Any new rules shall be upon the written agreement of the parties and all employees will be given a minimum of thirty (30) days notice by the Owners Group prior to enforcement.
- 4.05 The Owners Group shall provide to the Union 1000 copies of the agreement in booklet form within two (2) months from the time the Company receives the final amended agreement from the Union. The Owners group shall provide new drivers with a copy of the agreement. The Union shall distribute said copies to the current drivers. The Owners Group shall undertake to have the printing of this agreement completed by an employer whose employees are represented by a Union.
- 4.06 Nothing in these rules and regulations shall deprive the employees of the right to challenge any penalty through the regular grievance procedure.
- 4.07 Existing customs, practices, rights, privileges, benefits and working conditions, as set forth in Schedule "B" shall be continued to the extent that they benefit the employees and are not inconsistent with the spirit and terms of this agreement.

- 4.08 The existing customs, practices, rights, privileges, benefits and working conditions may be modified by written mutual agreement of the parties.
- 4.09 An individual member of the owners group shall not require any of his employees to give up his rights under this contract and work under another roof sign without that employee's written consent given before a Notary Public for Ontario. The union shall be supplied with copies of the consents.
- 4.10 No single plate owner [SPO] or single plate lessee [SPL] shall have control of another plate, through a lease, during the life of this Agreement. In the event that a single plate lessee [SPL] buys a plate, as a condition of continued employment, he shall forfeit the leased plate in accordance with Article 24.00.
- 4.11 The Owners Group shall not deny an individual from becoming a Member of the Owners Group. Any individual owning or controlling two (2) or more taxi plates or taxicabs shall be deemed to be a Member of the Owners Group and bound by the provisions of this Collective Agreement.
- 4.12 It is understood and agreed that it is the mutual desire of each of the parties to maintain and promote an experienced fleet of drivers in the Ottawa Division of Blue Line Taxi and to accomplish this objective, it is agreed that the following provisions shall apply:
- (a) A prospective Driver must have a valid Ontario or Quebec Driver's License, a current Provincial driving record with no more than six (6) lost demerit points at such time and, if applicable, has been pardoned for any prior conviction for impaired driving;
 - (b) A prospective Driver, excepting only a person who was a Driver in the Ottawa Division of Blue Line Taxi within the previous **eighteen (18) months**, must:
 - (i) Successfully pass an industry knowledge test of the Greater Ottawa and Outaouais area, devised by Coventry in consultation with the Union and administered by Coventry,
 - (ii) Be trained in and understand the Taxitab account and cashiering system, and
 - (iii) Pass a minimum six (6) hours of in-car training program with a person designated by Coventry, such training to include learning the location and rules relating to Coventry and City stands, customer relations specific to Coventry, in-cab computer operations, two-way radio communication practices and a general familiarization with the Blue Line Taxis work environment,
 - (iv) Pass a test of his or her knowledge of this Collective Agreement and the operation thereof, and

- (vi) Read, accept and sign a receipt for, a copy of the Coventry Sexual Harassment Policy.
- (c) A prospective Driver of an accessible taxi must pass such additional training and testing as may be prescribed from time to time by Coventry and/or by the City of Ottawa;
- (d) Pay a fee of one hundred dollars (\$100.00) (plus G.S.T.) for the **initial** test and training, **and seventy-five dollars (\$75.00) (plus G.S.T)** for each new attempt to pass all or any portion of the test and training previously failed.

It is further understood and agreed that the following provisions apply to testing and training:

- (i) Failure to pass any portion of the test and training shall result in a thirty (30) day waiting period before the prospective Driver can reapply to retake the portions of the test or training which he has failed;
- (ii) Failure of a subsequent test will result in a waiting period that is double that of the previous waiting period (i.e. one (1) failure results in a one (1) month wait; two (2) failures, two (2) months wait; three (3) failures, three (3) months wait, etc.)
- (iii) The prospective Driver must redo the portion of the test or training that he failed within six (6) months of his initial attempt, and if he shall fail to do so, he shall be required to reapply as though he was a new prospective Driver;
- (iv) Coventry agrees to conduct the tests and training twice per month, if requested;
- (v) If there are any Drivers on lay-off, only the father, mother, brother, sister, son or daughter of a lessee or plate owner shall be eligible for any of the Coventry testing and training;
- (vi) Tests will be administered to a maximum of **ten (10)** prospective Drivers per month, with a maximum of **five (5)** drivers per testing period; and during the first two (2) weeks of the month, tests will only be administered to Drivers who have been Drivers in the Ottawa Division of Blue Line Taxis and during the last two (2) weeks of the month for any and all other prospective Drivers who fall under the categories as previously described;
- (vii) Coventry shall provide access to the Union to any test results, and will provide the Union with the number of tests given on a monthly or other agreed basis;
- (viii) Coventry agrees that, should any person providing testing or training offer or accept money or other form of favour or inducement from a prospective

Driver, either directly or indirectly, where the objective of such payment of favour is the granting of preferential treatment to any individual in respect of the test or training, or hold themselves out as amenable to the receipt of money, favours or other inducements for the purpose of granting preferential treatment to any individual in respect of the test or training, such person shall be terminated for cause; and

- (ix) The Union agrees that, should any prospective Driver be caught cheating or offering money or other form of favour or inducement to any person providing the test or training, either directly or indirectly, where the objective of such payment or favour is obtaining preferential treatment in respect of the test or training, such person shall be permanently struck from the list of prospective Driver, provided the allegations are properly proved.

4.13 **Limitation to Two Drivers**

Each of the parties to this Agreement agree that, effective as of ratification, and subject to the 'grandfather' provisions of Article 4.14, each taxi driver operating in the Ottawa Division of Blue Line Taxis shall have a principal Driver and may have a second Driver but no other Drivers. Taxis may have **a maximum of three (3)** drivers provided the additional Driver is a member of the immediate family specifically Father, Mother, Son, Daughter, Sister and Brother **of the account holder**.

4.14 **Protection of Third Drivers**

An owner or lessee that, as of ratification, has a principal Driver and more than one additional or second Driver, is not required to comply with Article 4.13 so long as the third or other Drivers remain with his taxi, but he is not permitted to replace any departing Driver if by so doing he would have more than a principal Driver and a second Driver. Taxis may have additional Drivers provided the additional Driver is a member of the immediate family specifically Father, Mother, Son, Daughter, Sister and Brother. **If an immediate family member who is registered on a vehicle is removed to make way for a replacement driver, that family member may not be added as a third driver for a minimum of thirty (30) days**

ARTICLE 5: SOLE AUTHORITY

- 5.01 This agreement shall be the sole authority governing the relationship between the Owners Group and the drivers. Subject to the mutual approval of a standard-form lease, the signing of this agreement will render null and void any outstanding personal contracts, which breach any provision of this agreement, that may have been entered into between any Member of the Owners Group and a driver.

ARTICLE 6: UNION SECURITY

- 6.01 The Owners Group agrees that for as long as this agreement remains in force it is a condition of employment for all present employees to become and remain union members in good standing as of the date of ratification of this agreement and for all new employees to become and remain members in good standing of the Union as of their first day of hire.
- 6.02 The Members of Owners Group shall collect from each employee, the initiation fees and such amounts as the union shall affix each month for union dues, plus any assessments that the union may affix from time to time.
- 6.03 It is the duty of the Members of the Owners Group to ensure that each employee's monthly dues, initiation fees, and /or assessments are properly collected and recorded.
- 6.04 The Members of the Owners Group shall collect all dues, initiation fees, and/or assessments and submit a cheque made payable to the Union. For each and every Member of the Owners Group, the Company will submit said cheques to the Union no later than the last day of each month. Employees, commencing employment after the 15th day of the month, shall be listed separately the following month.
- If a cheque is returned "NSF", the responsible Member of the Owners Group shall pay a penalty of one hundred (\$100.00) dollars to the Union and the Union may request that subsequent dues cheques from said Member be certified. If upon the receipt of the union dues and list by the Union, an individual Member of the Owners Group has not submitted a cheque, that individual Member of the Owners Group shall be liable to pay to Union, an amount of one hundred (\$100.00) per day until the cheque is received by the Union.
- 6.05 The Company, by the last day of each month, shall submit to the Union a list of names in alphabetical order or car number order by individual Members of the Owners group showing all persons paying dues for that month. The list shall include the employee's current address, phone number, social insurance number, and taxi plate number as of the first day of the month. It is acknowledged that the collection of dues, initiation fees, and/or assessments shall be the responsibility of the Owners Group. Every Member of the Owners Group shall include a separate sheet showing all new hires and all laid off drivers.

The Union shall have the right to file a grievance against the Members of the Owners Group who fails to supply a list or supplies a list that contains intentional omissions.

- 6.06 The Union agrees to give the Company one (1) month's notice, in writing, of any changes to the prevailing union dues, initiation fees, and/or assessments. The Company shall be responsible for notifying the Members of the Owners Group of any changes to the prevailing union dues, initiation fees and/or any assessments.
- 6.07 Each Member of the Owners Group shall provide, within ten (10) days, a receipt for monies collected on behalf of the Union as outlined in Article 6.04 for the previous calendar year, if the driver has made a written request.

ARTICLE 7: CONTRACTING OUT BARGAINING UNIT WORK

- 7.01 The Owners Group shall not contract out bargaining unit work. No Member of the Owners Group shall operate a sedan limousine business.
- 7.02 Supervisors, dispatcher staff, telephone staff, office staff, clerical staff, garage staff, bus drivers, Para Transpo personnel or any other persons outside the bargaining unit shall not perform bargaining unit work. The Company shall be entitled to replace dispatch personnel with drivers from the bargaining unit when required. It is agreed and understood that the company would use dispatch and office-staff where possible prior to using drivers.
- 7.03 No driver, including but not limited to drivers operating London Black Cabs, or any employee of the Company, shall operate a sedan limousine business. Any driver or employee of the Company who is found operating a sedan limousine business shall have their employment terminated.

Operating a sedan limousine business is defined as follows:

1. Sharing or marketing a common fleet name other than one authorized by the Collective Agreement;
2. Sharing or marketing a common telephone number (local or toll free) other than 238-1111;
3. Acting as an agent for a driver to coordinate time calls for another driver;
4. Acting as agents for drivers to coordinate the provision of taxi services for an event by another, without limiting the generality of the foregoing coordinating shall include:
 - a. Giving assurances of the time of arrival of a vehicle;
 - b. Giving assurances of availability of vehicles;

- c. Giving representations about the conditions of other vehicles;
 - d. Agreeing to participate in an event on behalf of other drivers;
5. Acting as agents for drivers or receiving any funds payable in respect of an event, taxi fare or any amount for services performed by the driver of another vehicle; or
 6. Acting as agents for drivers or accepting an amount of money in respect of an event that is in addition to the fee for taxi services those drivers have personally provided.

ARTICLE 8: UNION REPRESENTATION

8.01 The Union shall notify the Owners Group in writing of the names, addresses, phone numbers (pager if any), taxi plate number and positions of the persons authorised to represent the union and/or the employees for the purpose of this agreement. Further, the union shall promptly notify the Owners Group in writing of any changes in these names.

8.02 (a) The individual Members of the Owners Group shall provide to the Union an accurate written monthly detailed record for the previous month of employees hired, on sick leave, on time off, and/or leave of absence.

(b) An employee and/or his Business Agent, with the written consent of that employee, shall have access to any report, complaint, and/or personnel records that may be contained in that employee's file, at reasonable times with five (5) working days notice, and shall upon request, be supplied with copies of any document found therein. Said copies shall be at no cost to the requesting party.

Any reply by the employee and/or the Business Agent shall form part of the employee's record. It is agreed and understood that access to personnel records shall be limited to once per annum per employee, subject to the applicable notice period. The Company or the Member of the Owners group shall correct any information found therein to be inaccurate.

8.03 Upon the Union giving two (2) days written notice, Saturday, Sunday and Statutory Holidays not included, the Company will broadcast notice(s) of Union meeting(s) across the dispatch system once every four(4) hours during the seventy-two (72) hour period immediately preceding the date of the Union meeting. Such announcements will not occur more frequently than twice a month.

- 8.04 Notice boards will be maintained and made available for the posting of messages and communications directly related to union business according to present practice, subject to the approval of the Owners Group.
- 8.05 Union representatives shall be entitled to distribute union literature at or near the Owners Groups places of business during non working and working hours.
- 8.06 Upon written request from the president, business agent or unit chairman of the Union, a leave of absence shall be granted:
- (a) To a maximum of five (5), (ten (10) for the local union convention, not more than once every two (2) years) employees for the purpose of attending union functions, including but not limited to conventions, schools, seminars, or other functions excluding matters arising from the administration of this agreement.
 - (b) To a total of five (5) employees for the purpose of attending contract negotiation meetings with the Owners Group.
 - (c) The Union shall give at least seven (7) days notice prior to the intended leave for any leave pursuant to sub section (a) of this clause and sub section (b) only applies to days of negotiation with the Owners Group and no notice is necessary.

During such leave of absence, the Owners Group shall not charge the employee any fees, including but not limited to daily rents and monthly rents. An employee's seniority will continue to accumulate during a leave of absence, and the employee shall be returned to his previous vehicle. The rental driver must park his cab at the owner's place of business and the single plate owner [SPO] and the single plate lessee [SPL] will have his dispatch service suspended for any leave pursuant to sub section (a).

- 8.07 Leave of absence without fees shall be granted for a period of up to one year to an employee who is engaged in full time union activity. Such leave of absence shall, upon request, be extended from year to year to a maximum of three years. During such period of absence seniority shall continue to be maintained.
- 8.08 All taxicabs of the Owners Group shall have placed in the right hand corner of the rear window, a union decal supplied by the union. It is agreed and understood that employees may place sticker(s), denoting acceptance of company approved major credit cards, on the rear side window of the vehicle. Any additional stickers must be approved by the company, which approval shall not be unreasonable with held prior, to it being affixed to the rear bumper of the taxicab. Only one (1) additional sticker will be allowed at any one time.

- 8.09 Union representatives or stewards 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.

ARTICLE 9: DISCIPLINE AND DISCHARGE

- 9.01 No employee shall be disciplined or discharged without just cause.
- 9.02** **The Company and/or** the Owners Group shall provide the driver and the Union written notice of any discipline taken within thirty (30) days of the incident giving rise to the discipline or the penalty will be null and void, except where if the driver has been charged with a criminal offence and this comes to the attention of the Company and/or Owners Group at any time.
- By mutual agreement of the parties, **a minimum of one day per week** shall be scheduled for the purpose of investigating complaints or allegations which may result in discipline to a driver. A shop steward or Union representative shall be in attendance. Notwithstanding the foregoing, the Company or the Owners Group may initiate an investigation at any time if either deems the issue to be of a serious nature. Should the investigation involve an interview of a driver, the driver shall be entitled to Union representation.
- In order to allow the Company or the Owners Group to meet the time limit commitments set out herein, the parties agree to devote whatever time is required **for** completing the investigations scheduled for **those** days. Either party shall have the right to postpone this meeting **only in case of an emergency**, and the time limits are automatically extended by the length of the postponement.
- 9.03 Discipline shall be applied uniformly and disciplinary measures shall be appropriate to the cause and subject to the principle of progressive discipline. Disciplinary measures shall be determined by a joint committee made up of equal numbers of Union and Company personnel and in case of disagreement the issue may be referred to arbitration.
- 9.04 Where a driver is involved in a dispute at a Company concession, the Union and the Company shall jointly use their best efforts to resolve the dispute with the Concessionaire within fourteen (14) days of the incident or other time frame upon mutual agreement between the Union and the Company. If the Company and the Union are unable to resolve the dispute to their satisfaction and cannot agree whether the Concessionaire was at fault, they agree to put the issue before an independent third party to decide this issue. If it is agreed that the Concessionaire was at fault, and the Union notifies the Company in writing that the drivers will not service that concession, the Company will notify the Concessionaire that the Drivers/Company will not service that concession.

- 9.05 Notwithstanding article 25, a grievance concerning a discharge of a driver must be filed within six days of the letter of discharge to the Member of the Owners Group responsible or any other person designated the Member of the Owners Group and must be heard at step 2 within six (6) working days of the Union having filed the grievance. Such grievance may be settled by:
- i) confirming the discharge;
 - ii) reinstating the driver with no loss of seniority and/or with compensation as determined by the parties;
 - iii) by any other arrangement which may be deemed just and equitable, or;
 - v) by proceeding to arbitration in accordance with Article 26.
- 9.06 No record of any discipline or misconduct of an employee shall be kept on file for more than twelve (12) months from the date of the infraction and no disciplinary information older than twelve (12) months shall be used in any disciplinary proceedings against that driver, except for disciplinary records involving sexual harassment, sexual assault, theft, taxi voucher (chits and charge card receipts) fraud or refusal of a "guide animal", which shall remain on file for thirty (30) months from the date of the infraction and may be used during the said thirty (30) month period.
- 9.07 Employees shall have the right to have a steward present at any meetings with management that could result in discipline or discharge. If a steward is not available the scheduled meeting will not go on and be rescheduled at a reasonable time.
- 9.08 No driver shall be booked off the computer, have dispatch services curtailed or suspended without just cause prior to the completion of their shift except where:
- i) The driver has not fulfilled his monetary obligations to the Owners Group or the Union;
 - ii) The taxicabs that are owned by Members of the Owners Group are required for garage service;
 - iii) The taxicab is dirty, either inside or outside or both (car wash);
 - iv) The driver has stolen a fare;
 - v) The driver is not properly dressed, or;
 - vi) The driver is intoxicated or on illegal drugs.

9.09

The Company shall discipline any driver who:

- (i) Assigns or redirects a dispatched fare to another driver operating under the Blue Line roof sign (Ottawa Division) as follows:
 - (a) 1st offence – **3** shifts
 - (b) 2nd offence – **5** shifts
 - (c) 3rd offence- **seven (7) days**
- (ii) Cancels a fare already inputted into the Ziptrack Dispatch System as follows:
 - (a) 1st offence – **3** shift
 - (b) 2nd offence – **5** shifts
 - (c) 3rd offence – **Termination**
- (iii) Telephones the Ziptrack Dispatch System with an illegitimate call as follows:
 - (a) 1st offence – **3** shifts and **\$50.00** to the affected driver payable by the offending driver
 - (b) 2nd offence – **5** shifts and **\$100.00** to the affected driver payable by the offending driver
 - (c) 3rd offence – termination of employment.
- (iv) Assigns or redirects a dispatched fare to another driver operating under another roof sign as follows:
 - (a) 1st offence – termination of employment.

For purposes of this provision, one (1) shift is a period of twelve (12) consecutive hours for a twelve (12) hour driver and twenty-four (24) consecutive hours for a twenty-four (24) hour driver.

The parties further agree that the penalty for proven theft is termination. An Arbitrator shall not have the power to alter or modify the penalty imposed under this clause.

ARTICLE 10: NON DISCRIMINATION

- 10.01 The Owners Group shall not discriminate against employees with respect to terms and conditions of employment on any of the prohibited grounds named in the Ontario Human Rights Code, or on the grounds of union activity.
- 10.02 There shall be equal opportunity regardless of sex, in all facets of the Owners Group's business governed by this agreement.
- 10.03 No employee shall be required to retire on the grounds of age.

ARTICLE 11: STRIKES, LOCKOUTS, PICKET LINES AND LABOUR DISPUTES

- 11.01** There shall be no strikes or lockouts so long as this agreement continues to operate. **The word “strike” and the word “lockout” shall be defined in accordance with the definitions set out in the OLRA, 1995, as amended.**
- 11.02** Under no circumstances shall employees covered by this agreement cross a picket line or handle struck work in connection with a labour dispute.
- 11.03** Failure to cross a picket line or handle struck work shall not be considered grounds for disciplinary action or otherwise be a violation of this agreement.

ARTICLE 12 & ARTICLE 13

Status Quo with a re-opener upon knowledge of new legislation/by laws for restructuring and any disputes shall be resolved through arbitration.

ARTICLE 12: DISPATCH

- 12.01** All calls, trips or parcels placed through the Blue Line Taxi **Ottawa Division**, dispatch service shall be dispatched only to Ottawa licensed Blue Line taxicabs.
- 12.02** **Fares originating in the former Municipalities Ottawa Carleton, and any other points west of Kanata, including Richmond, Ontario, shall be dispatched to the first taxicab appropriately booked on the corresponding stand.**
- 12.03** All calls, trips or parcels placed through the Blue Line Taxi Ottawa Division, originating outside the **City of Ottawa**, shall be dispatched **to the first taxicab appropriately booked on the corresponding stand.**
- 12.04** The Company agrees that the dispatch service shall be kept separate and distinct from any other dispatch system controlled directly or indirectly by the Company, including but not limited to calls, trips, parcels, locals, query and check position information, and/or any dispatch matter that may affect the drivers. Fare related general messages for drivers operating under the Blue Line roof sign (Ottawa Division) will not be seen by any other taxicabs.

In the operation of the multi-fleet taxi call taking and dispatch service, the Company agrees that where a call intended for the Blue Line (Ottawa Division) fleet:

- (i) Is misdirected or improperly assigned to another fleet;
- (ii) Is also dispatched to another fleet to the same address, except where the customer has called for both fleets;
- (iii) Is a message and is misdirected or improperly assigned to another fleet, except if the other fleet is Blue Line (Gloucester Division);

The Company shall pay to the Union a penalty of one hundred and fifty (\$150.00) dollars per affected call.

The Company and the Union agree that they shall establish a Dispatch Committee, with equal representation, to meet monthly to review and discuss any issues or concerns arising from the operation of the multi-fleet dispatch system, including but not limited to hardware, software or manpower/staff issues. The Company shall endeavour to deal with any issues in an expeditious and fiscally responsible fashion.

In the applications of articles 12.01, 12.02, 12.03, 12.04 drivers shall not be forced to violate any laws.

- (a) The Company will not dispatch ineligible fares, (**e.g., Quebec to Quebec**).

NOTE: An ineligible fare **also** means a fare originating in a Municipality that prohibits pick-ups by taxicabs not licensed by that Municipality, e.g. Rockland. Calls originating in such Municipalities shall be dispatched masked by “At your own risk” and where a driver is dispatched to such a fare and the driver refuses to go on the fare, he will be returned to his appropriate position.

The Company shall ensure that all personnel, including but not limited to dispatchers and call-takers, are properly informed with respect to the Blue Line Taxi operations before being assigned to aspects of the Division.

- 12.05 The Company agrees that a taxi telephone number, including 238-1111 as long as it is available shall be used, offered or advertised solely for the dispatch of taxicabs operating under the Blue Line Taxi roof sign.
- 12.06 The Owners Group shall ensure equal, fair and just distribution of all calls, trips or parcels.
- 12.07** The Company shall ensure that all requests for taxicab service, save and except requests for non metered service, are dispatched through the computerized dispatch system of Blue Line Taxi **Ottawa Division** and shall only be dispatched to Ottawa licensed Blue Line taxicabs in an equitable manner as determined by the terms of this agreement.

The Company agrees to supply the Union a list of hire cars and information regarding method of assignment of such cars.

- 12.08 Any requests for non metered service or other special services shall be distributed in a fair and just manner to cars and drivers that meet company requirements as per rules and regulations. It is agreed that a special list will be established for special events on a rotation basis.
- 12.09** Dispatchers, phone staff and supervisors shall not use the computerized dispatch system or the service of any employee covered by this agreement to obtain personal incidental items such as cigarettes or food or to **affect** the delivery of such items to the offices of the Owners Group.
- 12.10 Dispatchers, phone staff and supervisors shall not dispatch any call or trip or parcel to any driver or on behalf of any driver by any means except the computerized dispatch system.
- 12.11 The Company shall ensure that dispatchers, phone staff or supervisors do not give preferential treatment to any individual in respect of dispatch services.
- 12.12 The Owners Group shall ensure that dispatchers, phone staff or supervisors shall not accept money or other form of favour or inducement, either directly or indirectly, from any person where the objective of such payment or favour is the granting of preferential treatment to any individual in respect of dispatch services.
- 12.13** The **Company** shall ensure that dispatchers, phone staff or supervisors shall not hold themselves out as amenable to the receipt of money, favours or other inducements for the purpose of granting preferential treatment to any individual in respect of dispatch services.
- 12.14 A violation of Articles 12.12, 12.13 or 12.14 or 12.23 shall result in the following disciplinary action for the phone staff, dispatchers, supervisors and for the drivers involved.
- 1st offence ---> A 3 day suspension from all duties performed for the Owners Group.
- 2nd offence ---> A one week suspension from all duties performed for the Owners Group.
- 3rd offence ---> Automatic dismissal from all duties performed for the Owners Group.

- 12.15 The **Company** agrees to employ a sufficient number of trained staff to serve its businesses in an efficient and expeditious manner.
- 12.16 The Company shall ensure that dispatchers and phone staff perform their duties in a polite, businesslike and courteous manner at all times.
- 12.17 The Company shall ensure that no derogatory remarks or profane language is directed by the dispatchers and phone staff to employees.
- 12.18 No person shall be booked off the computer or have dispatch services curtailed or suspended without just cause. In the administration of this clause, drivers shall complete the shift except:
- (a) Where they have not fulfilled their monetary obligations to the Owners Group or the Union,
 - (b) Or where vehicles that are owned by Members of the Owners Group are required for garage service,
 - (c) When the taxi is dirty, either inside or outside or both (car wash).
 - (d) When the taxi driver has stolen a fare.
 - (e) When the taxi driver is not properly dressed.
 - (f) Where the driver is intoxicated or on illegal drugs.
- 12.19 When a call back is received after the expiry of the lead time of the original call, the supervisor will send two (2) voice messages at least one (1) minute apart for the driver to come to voice. If the driver fails to respond, the call will be re-entered as a message “**car close**”, and if the vehicle is booked into the system the vehicle will be suspended until such time as there is a response. This procedure will be followed until the call is covered. Drivers failing to go on their calls will be disciplined in accordance with progressive discipline **as follows:**
- This to be done on a six (6) month trial basis, to commence one (1) week after ratification, and the parties agree that the procedure can revert back to the language that existed prior to the change **if either party deems the trial period to be unsuccessful.**
- (i) **1st Offence Written warning**
 - (ii) **2nd Offence Second written warning and a fine of \$25.00 will be imposed and collected by way of the driver’s account.**

- (iii) 3rd Offence Third written warning and a fine of \$50.00 will be imposed and collected by way of the drivers account.
- (iv) 4th Offence A final written warning and a fine of \$100.00 will be imposed and collected by way of the drivers account.
- (v) 5th Offence \$250.00

Monies collected shall be used to appease dissatisfied customers and to advertise the Blue Line Ottawa Division business.

Each offence shall be retained on the driver's file for twelve (12) months and the severity of the discipline shall be in accordance with the number of offences remaining.

If a Company employee (call taker or dispatcher) makes a mistake by dispatching two (2) cars instead of one (1) car or dispatching a driver to a wrong address, the company shall pay the following to the effected driver or customer:

- (a) If the call is in a zone where the lead time is ten (10) minutes, the Company normally will pay fifteen dollars (\$15.00) to the driver;
- (b) If the call is in a zone where the lead time is fifteen (15) minutes, the Company normally will pay twenty dollars (\$20.00) to the driver;
- (c) if the call is in a zone where the lead time is twenty (20)minutes, the Company normally will pay twenty five dollars (\$25.00) to the driver;
- (d) if the call is in a zone where the lead time is twenty-five (25) minutes, or more the Company normally will pay thirty- dollars (\$30.00) to the driver;

12.20 The Company shall not refuse to dispatch any request for taxicab service received through the dispatch telephone system provided:

- (a) the request is not for a specific cab or driver;
- (b) the request is not discriminatory;
- (c) the address is not blacklisted;
- (d) an ineligible fare as outlined in article 12.04 (a).

12.21 Once dispatched to a fare, the driver must complete the fare and may not have the fare "covered" unless there is an emergency or a mechanical breakdown. If the driver requests the fare to be covered, due to mechanical breakdown, emergency, or

any other reason(s) not herein listed, the dispatcher shall re-dispatch the fare and suspend the driver for one (1) hour.

12.22 The Company agrees to maintain its current Taping System, and continue its practice of making it available to the Union.

12.23 When the driver of a non-Company owned vehicle is in need of a tow truck, and such need is made known to the Dispatch Supervisor by the driver of the affected vehicle, the following steps must be followed before the tow truck is actually called:

- (a) The supervisor must first instruct the driver making the request to return to the computer channel;
- (b) The supervisor will then send a message to the affected car as follows "Do you require a tow truck?"
- (c) Upon receiving an affirmative response from said driver, the supervisor must then obtain the name of the driver making the request for the tow truck;
- (d) Having completed and recorded all relative information, the tow truck can then be ordered.

The payment for the services of the tow truck, whether used or not, now becomes the responsibility of the driver and/or the owner of the vehicle.

12.24 Accessible Plates

Limited to owner and one (1) additional driver unless contrary to municipal by-law.

ARTICLE 13: DISPATCH

13.01 The Company shall supply, maintain, and operate a computerized dispatch system to provide fair, equal and just distribution of all calls, trips or parcel received by the Company;

- (a) Computers in vehicles shall be serviced and maintained in working condition by the Company as the need arises during the times set out in clause hereof.
- (b)

MONDAY - FRIDAY	8:00AM TO 6:00 PM
SATURDAY	2:00PM TO 6:00 PM

- (c) The Company will accommodate specific requests from the union to increase or decrease the current limits on the number of cars able to book on any stand where possible within the present system as configured.

13.02 In cases of abuse of the cheater switch, the union agrees that computer records of call backs shall be prima facie proof of the abuse alleged by the Owners Group. Nothing herein shall be construed to condone or permit the use of the cheater switch. Violations of this clause shall be considered grounds for discipline.

- (a) In the event of a failure or malfunction of the computerized dispatch system, the Company agrees that, after a maximum of ten (10) minutes, the addresses of the calls waiting will be made known to the drivers by voice. In the event the server(s) is down for longer than twenty (20) minutes, the Company must credit every driver in the bargaining unit an equal amount using the following formula; \$2,500.00 divided by the total number of drivers in the bargaining unit, to a maximum of two (2) crashes per month. The Company will be entitled to two (2) downtime occurrences per month for upgrading and maintaining dispatching software and call centre hardware. The Company agrees to notify the Union of the time and date of any organized shutdown. The Company shall use its best efforts to have the shutdown during non-peak hours.

13.03 Employees shall be entitled to be placed in the first available position in the priority queue on all calls cancelled by the customer through the dispatch, on incomplete and/or non-existent addresses that have been confirmed.

Where more than one (1) taxicab is dispatched for the same fare, the Company shall give a "no-load" to the taxicab(s) who reports not having received a fare at said location **except where the fare has an attribute**

13.04 The following fares, which used to be referred to as bid calls, shall be dispatched as regular fares.

1. Bars
2. Parcels
3. Wheelchairs (collapsible)
4. Animals (except guide animals)
5. Shopping Centers (except for grocery calls)
6. Restaurants
7. Moving Jobs (including bicycles)
8. Convenience stores

9. Barber shops/Beauty Salons
10. Gas Stations
11. Boosts

(a) Montfort Hospital and **595 Montreal Rd.** shall be given as a **Local**.

Should the customer call back after a driver has re-booked, the driver will be disciplined accordingly.

- 13.05 In the event of a failure or malfunction of the computerized dispatch system all calls shall within ten (10) minutes be dispatched on voice. There shall be two dispatchers and two (2) channels available one (1) from east of Bank street and one (1) from west of Bank street and the line up should be the same as the computer operation.
- 13.06 The minimum charge for the delivery of a parcel shall be metered in accordance with the Municipal By Laws.
- 13.07** The Company agrees that all calls or trips shall be masked by "Fare Waiting" for the duration of this agreement.
- 13.08 A grocery order is a local call when it is from a major grocery chain.
- 13.09** The **Company** agrees that dispatchers shall cooperate in every way possible to aid an employee who reports himself in danger. The dispatcher shall not assess for himself the degree of urgency in any distress call and shall utilize nearby taxicabs and/or police to provide aid.
- 13.10(1)** **The Company shall send out messages for the following addresses:**
- 580 Booth, 615 Booth, 151 O'Connor, Pearson Bldg., G-1, G-2, Sir John Carling Bldg., N.A.C. and "Stage Door", N.A.G., Coates Bldg., Jeanne Mance Bldg, **Brook Claxton**, and any other location where there is a taxi stand.

The following addresses shall be dispatched as Straight calls after 10:30 p.m.:

**Tunney's Pasture
130 Colonade
1451 Coldrey
2701 Riverside (Bldg A)
Walmart (Terminal Ave)
267 O'Connor,**

**Sir John Carling
1305 and 1341 Baseline
Pearson Bldg,
750 Heron Rd.
381 Kent Street,**

- 13.10(2)** (a) Except for Bell Canada operators, customers requesting a taxi at 160 Elgin will be advised to go to the stand at G-1
- (b) **The following addresses shall be dispatched as local calls:**
- 340 McLeod and 595 Montreal Rd. Should the customer call back after a driver has re-booked, the driver will be disciplined accordingly.**
- 13.11 There shall be no matching of call for the duration of this agreement.
- 13.12 The Company shall ensure that no calls, trips or parcels are dispatched on voice except where provided in this agreement.
- 13.113 The lead time on time calls shall be the same as the response time on that stand.
- 13.14** (a) Definitions:
- “Accessible call” means a valid request for an accessible taxicab by a person with a wheel chair or is otherwise defined by any statute or regulation thereof;
- “Accessible Driver” means a driver who is qualified to drive an accessible taxicab under the applicable By-laws of the City of Ottawa;
- “Accessible Plate” means a licence for an accessible taxicab that is issued to a person who has qualified to hold an accessible licence under the applicable By-laws of the City of Ottawa;
- “Accessible Taxicab” is a taxicab which is designed to accommodate one or more individuals who require the use of a wheelchair, without the need to transfer the individual from the wheelchair, which vehicles are otherwise subject to federal and provincial legislation applicable to the transport of Physically Challenged Persons and in respect of which an accessible plate has been issued;
- “Attribute” means, in respect of a vehicle, the association with that taxicab in the Ziptrack dispatch software system of a special feature (or restriction) for that vehicle required for specific types of fares;
- “Call” means a request for taxi service received by Ziptrack by a telephone call to the Blue Line Taxis number 238-1111;
- “Cover” or “Covered” as applicable to a fare, means the re-dispatch of a previously accepted fare at the request of the accepting driver for valid reason

(mechanical breakdown, accident or other emergency) in accordance with normal dispatch procedures;

“Taxi Stand” means a space on private property for taxicabs operating under the Blue Line roof sign (Ottawa Division) specified under an agreement between Coventry Connections Inc., or Ziptrack Inc., or a space specifically designated as a taxi stand from time to time on a public street or other public space by the City of Ottawa.

13.14

(b) Accessible Vehicle Dispatch

1. It is agreed that calls placed through the dispatch system for an accessible taxicab shall be dispatched only to accessible taxis defined by the dispatch system as an attribute; but if no accessible vehicle is booked into the dispatch system and available to accept a call, such call shall be displayed as being available on the fare broadcast screen.
2. An accessible taxicab **will** be dispatched anywhere in the City of Ottawa and in any other area that taxicabs operating under the Blue Line roof sign (Ottawa Division) offer taxi services.
3. An accessible taxicab may be dispatched as a standard sedan taxicab at any time that it is not dispatched on an accessible fare; and shall not be given priority for any type of fare other than an accessible fare. An accessible taxicab shall be booked off all zones when any fare is accepted or rejected.
4. A driver of an accessible taxicab is not authorized to reject an accessible fare if he is booked on to the Ziptrack dispatch system or if he is in a queue at a taxi stand. Failure to accept an accessible fare shall be deemed to be a rejection of an accessible fare.
5. If a driver of an accessible taxicab who has accepted an accessible fare and who requests to be covered, if such request is granted by Ziptrack, the driver shall be booked off the Ziptrack system for **three (3) hours**.
6. A driver of an accessible taxicab that rejects or is deemed to have rejected an accessible fare under paragraph 5, shall be **be reported to the City of Ottawa Licensing Dept. and be subjected to progressive discipline up to and including dismissal from operating under the Blue Line roof sign** (the record of which, notwithstanding Article 9.06 of the Collective Agreement, shall be kept for 5 years).
7. Where a driver accepts an accessible fare he shall lose his position.
8. All accessible calls shall be masked by “ACCESSIBLE FARE WAITING”.
9. All accessible stickers shall be visible at all times. Failure to comply will result in disciplinary measures being taken.
10. **An accessible driver doing ParaTranspo work shall not be allowed to book into the dispatch system.**

ARTICLE 14: EMPLOYEES' DUTIES

- 14.01 All employees shall perform their duties in a businesslike, professional and courteous manner and shall not use abusive language on the air or to customers or to Owners Group staff while on duty.
- 14.02 All employees shall be neatly dressed, well-groomed, neat and clean in personal appearance.
- 14.03 All employees shall give a receipt on the authorised form of the Owners Group showing the date, plate number and driver's name when requested to do so by the passenger, or whenever there is a dispute over the fare.
- 14.04** Subject to the above and except when he has a previous engagement, the employee shall serve the first person requiring the service of his taxicab except when the prospective passenger:
- (a) Is disorderly or abusive; or
 - (b) Is in possession of an animal other than **guide animal**; or
 - (c) Refuses to state his final destination upon entering the taxicab; or
 - (d) Has not paid a previous fare; or
 - (e) Refuses to pay in advance for flat rate fares; or
 - (f) The driver fears for his safety.
- 14.05 In the case of a home or family emergency requiring the immediate attention of the employee that is received through the dispatch telephone system of Blue Line, the dispatcher shall cover the call for the affected employee who shall immediately be reserved. The Owners Group shall not be liable for losses incurred by the employees reserved in such instances, nor shall such be grieved.
- 14.06 In the event a driver discovers a lost object in the taxicab, he shall immediately advise the dispatch supervisor of his findings with a description of the object, an approximate idea of who might have left said object, along with the pick-up and drop-off addresses of the customer, if possible.
- Within twenty-four (24) hours of an object's discovery, the driver shall take said object to the nearest Ottawa police station or to the Blue Line dispatch office at no cost or when directed to do so within the above mentioned twenty four (24) hours. A receipt for said object will be issued if requested.
- 14.07 Subject to Article 14.06, should the customer wish the immediate return of the lost object, the dispatcher shall notify the customer of the approximate metered cost of

return from the location of the driver at that time and the employee shall return the object immediately to the customer at the standard metered rate.

- 14.08 The Company shall provide the drivers with a list of the flat rates which shall be updated and reissued within thirty (30) days of a meter increase.

ARTICLE 15: TECHNOLOGICAL CHANGE

- 15.01 "Technological Change" means but is not limited to the introduction of changes to the present systems, the introduction by the Owners Group of additional radio channels, computerised dispatching systems or any other mechanical, electrical or other system including but not limited to fuel systems, excluding improvements or enhancements to the current systems.
- 15.02 In the event of any technological change the Owners Group shall notify the union in writing at least one hundred and twenty (120) days before the introduction of such changes, unless prior discussions with the union has occurred.
- 15.03 The Owners Group further agrees that it will not impose any additional fee or otherwise charge any employee as a result of technological change.
- 15.04 Notwithstanding 15.02, it is agreed that the Company may, as it deems necessary and at the Company's expense, at any time during the term of this Agreement, change the current Mobile Dispatch Terminal to the Mobile Knowledge Series 2000 (Emerald), or equivalent equipment as the Company shall decide.**

The parties agree that in case of City of Ottawa By-Law forcing the drivers to have GPS dispatch in the vehicles, The Company agrees to be responsible for the cost of the GPS dispatch system

ARTICLE 16: SENIORITY

- 16.01 (a) There shall be two seniority lists. The first list shall rank drivers by their overall seniority driving under the Blue Line Taxi roof sign and the second list shall rank drivers by their seniority with the individual Member of the Owners Group.
- (b) The Owners Group shall formulate both seniority lists and have copies of said lists posted where accessible to the drivers within ninety (90) days of the signing of this agreement. The drivers will then have sixty

(60) days to verify their status on said lists and to provide all information in writing regarding any discrepancies to the Union.

- (c) Both parties then have ninety (90) days, from the end of the period outlined in article 16.01(b), to confirm and approve the seniority lists. Once this has been completed these seniority lists shall be final and no changes will be made by either party.
- (d) Once annually thereafter, the Owners Group shall post the seniority lists and only new drivers and drivers whose seniority appearing on the previous posted list(s) has changed are entitled to challenge their seniority.

16.02 Seniority shall be applied in the following manner:

- (a) For Rental Drivers defined as drivers who rent a taxicab from a Member of the Owners Group on a twelve (12) or twenty-four (24) hour shift basis;
 - (1) Overall seniority under the Blue Line Taxi roof sign shall determine:
 - i) length of time-off;
 - ii) preference for time-off;
 - iii) bidding on job opening for shifts with any Member of the Owners Group.
 - (2) Seniority with the individual Member of the Owners Group shall determine:
 - (i) lay-off;
 - (ii) recall from lay-off;
 - (iii) priority on available shifts (12 or 24 hours);
 - (iv) priority for issuance of leases to drivers currently on rental vehicles;
 - (v) priority for the purchase of taxi plate currently on rental vehicles.
- (b) For Single Plate Owners and Single Plate Lessees
 - (1) Overall seniority under the Blue Line Taxi roof sign shall determine:

(i) length of time-off.

In all other cases seniority with the individual Member of the Owners Group shall determine issues where a choice between two drivers is required.

16.03 In the event of a tie in overall seniority under the Blue Line Taxi roof sign, then seniority for the individual Member of the Owners Group prevails and if still tied the municipal records shall resolve the tie based on the date the drivers were first licensed.

16.04 A newly hired employee shall be required to present to the Member of the Owners Group all relevant documentation prior to commencing employment, namely:

- (i) Valid Ontario or Quebec provincial driver's license; **with a current provincial driving record with no more than six (6) demerit points at such time, and if applicable, has been pardoned for any prior conviction for impaired driving;**
- (ii) Applicable Taxi Driver's License;
- (iii) Work permit, if applicable;
- (iv) Proof of Union membership;
- (v) **Original copy of a driver's abstract dated within one (1) week of the date of the application for employment;**
- (vi) **Social Insurance Number/card or verification from appropriate Federal Government department of such number;**
- (vii) **Letter from previous or present insurer (where possible);**
- (viii) **Letter from previous or present employer;**
- (ix) **A Police Criminal check (Form 306), no older than twenty-eight (28) days. The parties agree to appoint a joint committee consisting of up to two (2) representatives from the Union and two (2) representatives from the Company. This committee shall meet when necessary to discuss any unclear Police Criminal Record provided by new hires;**
- (x) Training as set out in article 4.12.

The above requirements do not apply to a driver who changes status or moves between Members of the Owners Group or Single Plate Owner or Single Plate Lessee provided the driver does not go more than thirty (30) calendar days without being registered on a taxicab except by reason of a proven medical illness. Requirement vii) above does not apply to a driver who had previously driven under the Blue Line Taxi roof sign within the previous **eighteen (18) months**. Nevertheless, each driver is required to register such changes with the Company. Each driver shall be entitled to one (1) free change every four- (4) months. All other changes can be made at a cost of ten dollars (\$10.00) per change, except changes initiated by the Company or the Owners Group. No charge shall be incurred unless the driver starts driving after the change is made. To facilitate the drivers ability to register such changes, the Company office shall be open from 8:30 am to 2:00 pm daily except Saturday, Sunday and Statutory Holidays.

Any prospective driver who provides any false or misleading information shall be dismissed for just cause, notwithstanding when the Company learns about the false or misleading information.

- 16.05
- (a) Drivers employed by any individual Member of the Owners Group, when laid off shall be placed on the recall list in order of their seniority with the individual Member of the Owners Group. Laid off lessees shall have priority on this list.
 - (b) The Owners Group shall recall laid off employees in accordance with the list outlined in 16.05 (a) and the Union should receive an updated copy of said list. Should the Company be unable to notify the driver(s) on the list, the Union should be afforded twenty-four (24) hours from such notification to advise the driver(s) to report forthwith, failing which the Company shall contact the next driver(s) on the list.
 - (c) Drivers on lay off should provide a telephone number where they could be reached and notify the Company and the Union of any changes.

16.06 A driver injured or ill should notify the individual member of the Owners Group and the Union within two (2) weeks of his absence and should arrange to provide a detailed medical certificate as evidence of injury or illness and an estimated time of return signed by a doctor in order to preserve his seniority. Only an employee returning from an absence of eighteen (18) months or less due to injury or illness shall be returned to his previous vehicle provided that said vehicle is still working as a taxicab, if it is not he shall be returned to another vehicle on the same shift he had prior to his injury or illness.

A driver replacing another driver who is on sick leave shall be notified of his status by the Owners Group and the Owners Group shall notify the Union of all details.

In the event a Member of the Owners Group requires a replacement driver, it shall hire on the following basis:

- (a) From among laid off drivers of the particular member in reverse order of lay off;
- (b) From among laid off drivers operating under the Blue Line roof sign in reverse order of lay off.

16.07 An employee shall lose seniority and as such will cease to be an employee upon:

- (a) Voluntarily quitting or resigning;
- (b) Being discharged for just cause and not having been reinstated through the grievance or arbitration procedure;
- (c) Failing to rent an available vehicle when duly notified of same while on lay-off, except when approved by the Member of the Owners Group or for certified medical reasons.
- (d) Being laid off, being without a valid work permit, or being without a valid Provincial driver's license or appropriate Municipal taxi driver's license for a length of time equal to that employee's seniority or twelve (12) months, whichever is less.

ARTICLE 17: COMMITTEES

- 17.01 A Union / Management Committee, consisting of up to five (5) representatives from the Union and up to five (5) representatives from the Owners Group, shall be appointed. This committee shall meet at mutually agreeable time frame upon the request of either party within fifteen (15) days for the purpose of discussing matters of mutual concerns.
- 17.02 A Safety Committee, consisting of at least five (5) representatives of the Union and five (5) representatives of the Owners Group, shall meet at a mutually agreeable time frame upon the request of either party within fifteen (15) days for the purpose of discussing matters of mutual concern. Minutes will be kept of each meeting.
- 17.03 A Rules Committee consisting of up to five (5) representatives of the Union and of up to five (5) representatives of the Owners Group shall meet at a mutually agreeable time frame upon the request of either party within fifteen (15) days for the purpose of negotiating new rules.

ARTICLE 18: SAFETY AND HEALTH

- 18.01 The parties hereto understand and agree that driver safety is important. Members of The Owners Group and all employees agree to fulfil their mutual obligations in accordance with this understanding. The Owners Group will continue to welcome safety recommendations from drivers and will encourage them to pursue during working hours practices that promote safety and health.
- 18.02 The safety committee shall discuss the implementation of a safety course. The committee shall also be mandated to investigate safety solutions with the

committee's recommendations to be presented to the Company within one hundred and twenty (120) days of ratification of this agreement.

- 18.03 The Members of the Owners Group shall contribute an amount of three thousand dollars (\$3000.00) annually towards a Drivers Safety Banquet\BBQ. The Banquet must include safety-related speaker(s)/ information.
- 18.04 The Owners Group shall supply only safe and roadworthy rental taxicabs and the equipment contained therein and the rental taxicabs themselves shall be maintained in good working order. Each rental taxicab shall meet the mechanical fitness standards as defined in Provincial legislation.
- The Owners Group shall supply their rental taxicabs with shields or equivalent amount for a proven safety device, at the discretion of the driver, upon request from the driver(s) [in case of dispute between drivers, the night driver shall decide and the Member of the Owners Group should make suitable arrangements.
- 18.05 Where a driver returns a rental taxicab that is declared by a licensed mechanic to be in need of repair, the driver will be supplied with another licensed rental taxicab, if one is available. The driver will be returned to his original rental taxicab upon its repair. Any driver who is without a rental taxicab as a consequence of a spare rental taxicab not being available shall be charged rental fees on a pro rata basis for the time off in accordance with current practice.
- 18.06 The driver shall notify the Member of the Owners Group if he believes the rental taxicab to be unsafe. The Member of the Owners Group shall repair the rental taxicab and in case of dispute as to whether the rental taxicab is safe or unsafe, the driver shall have the option of taking the rental taxicab to the Ministry of Transportation (MOT) for inspection.
- 18.07 Where the Government of Canada, the Government of the Province of Ontario, or the City of Ottawa declare a state of emergency whereby road conditions warrant the closure of the dispatch service and the Union notifies the Company in writing of same, the Company shall close the dispatch service and the drivers shall be provided with a credit for stand rent, plate rent and car rental for the period of time that the dispatch service is closed.

ARTICLE 19: WORK WEEK

- 19.01 The Owners Group agree that drivers shall determine their work week, subject to the provisions of this agreement. It is further understood that although drivers rent taxicabs for a specific period of time, the number of hours to be worked during the rental period is at the discretion of the driver.

- 19.02 All rental vehicles shall be rented on a weekly basis. Rental drivers shall pay their rental fees daily. They shall pay each day for six days and maintain possession of the rental vehicle for the entire week.
- 19.03 Changeover shall be at 4:30 unless mutually agreed to by all parties.
- 19.04 The present practice of changeover will continue, any changes to the present practice will be for just cause. A new employee on rental vehicles will changeover as directed by the individual owner. In case of dispute regarding the changeover location between the partners, changeover shall be at the premises or place of business of the individual Member of the Owners Group.

ARTICLE 20: STATUTORY HOLIDAYS

- 20.01 The Owners Group agrees to grant the following statutory holidays to employees with more than one (1) year of continuous unbroken service, except for approved leave and bonafied absence due to illness, with the individual member of the Owners Group:

- | | |
|-------------------|----------------------|
| i) New Year's Day | v) Labour Day |
| ii) Good Friday | vi) Thanksgiving Day |
| iii) Canada Day | vii) Christmas Day |
| iv) Civic Holiday | viii) Boxing Day |

Within sixty (60) days of the ratification of this Collective Agreement or thirty (30) days from the first anniversary of his date of hire, any driver wishing to substitute his personal religious holidays for any of the above listed statutory holidays, must provide in writing the names and dates of his personal religious holidays to the Company, and such shall be binding for the duration of this Collective Agreement.

The granting of statutory holidays is conditional upon:

- (i) The employee giving seven (7) days written notice of his/her intention not to work on the said holiday.
- (ii) The return of the rental vehicle to the Company's premises. In the event that a rental driver wishes to keep the vehicle he/she shall be required to pay one half (1/2) of the applicable rental fees for that day.
- (iii) The single plate owner and single plate lessee will be booked off the computer dispatch system for the statutory holiday applied and shall not be

responsible for any rental fees for that day. If the individual does not apply for the holiday he\she shall be given a credit equal to one half (1\2) of the applicable rental fees for that day.

ARTICLE 21: TIME OFF

21.01 The Owners Group agree that all single plate owners and single plate lessees will be entitled to the following time off provided that they have no balance owing and provided they give sufficient notice to the individual member of the Owners Group.

- (a) Those with more than one (1) year of seniority but less than five (5) years of seniority: four (4) weeks without fees.
- (b) Those with more than five (5) years of seniority but less than sixteen (16) years of seniority: six (6) weeks without fees.
- (c) Those with sixteen (16) or more year of seniority: seven (7) weeks without fees.

Single plate owners and single plate lessees will be responsible for arranging for time off for their drivers.

21.02 It is agreed that the Owners Group will not deny any employee his right to time-off as outlined above. However, the Company is prepared to discuss how to deal with verifiable major illnesses (such as strokes, heart attacks, cancer etc.) resulting in drivers being unable to operate a taxicab on a case by case basis and the Company states that it is not the practice not to charge rent for injury/illness pursuant to 16.06 which only deals with loss of seniority

21.03 The Owners Group agree that roof signs licenses computer equipment and all other items will remain with the owners group during the single plate owner and single plate lessees time off.

21.04 The Owners Group agrees that rental drivers shall be entitled to the following time off provided that they have no balance owing for rental fees:

- (a) Those with more than one (1) year of seniority but less than three (3) years: two (2) weeks without rental fees.
- (b) Those with more than three (3) years of seniority but less than six (6) years: three (3) weeks without rental fees.
- (c) Those with more than six (6) years of seniority but less than fifteen (15) years: five (5) weeks without rental fees.

- (d) Those with more than fifteen (15) years of seniority: six (6) weeks without rental fees.

21.05 The Parties agree that the following shall govern time off:

- (a) May be taken weekly, bi-weekly or monthly.
- (b) Time-off must be taken during the year and cannot be accumulated over more than one year.

21.06 The Owners Group and employees agree that rental vehicles, roof signs, licenses and all other items will remain with the owners group during a rental driver's time off.

21.07 The Owners Group may grant a leave of absence to employees requesting to extend their time off for overseas trips etc. The Owners Group shall notify the Union when such leaves of absence are granted.

21.08 (a) The Owners Group agrees to grant, to affected employee(s) in the bargaining unit, the necessary time off up to four (4) days, without fees, at the time of the death of the following relatives of said employee(s):

FATHER, MOTHER, SPOUSE, CHILD, BROTHER, SISTER,
MOTHER AND/OR FATHER-IN-LAW.

(b) The Owners Group further agrees to grant to affected employees, two (2) days without fees, at the time of the death of the following relatives of the employee:

SISTER AND/OR BROTHER IN LAW, AND GRANDPARENT.

21.09 Time off without pay shall be granted to employees called for jury duty.

21.10 Time off without pay or loss of seniority up to six (6) months shall be granted for maternity and paternity leave.

21.11 Should a rental driver be involved in a "Not-at-Fault" accident, and a replacement rental taxicab is not available, the driver(s) of said rental taxicab shall be paid fifty (\$50.00) dollars per day by the vehicle owner, six (6) days per week (Monday to Saturday), commencing the shift following said accident as compensation due to the unavailability of a replacement rental taxicab. Said amount shall first be applied against monies owing, where applicable, to the Member of the Owners Group and the remainder being paid by the beginning of each week following.

21.12 Where a Single Plate Owner or a Single Plate Lessee requires time off due to a vehicle accident and has depleted his time off entitlements in article 21.01, he shall

be entitled to one (1) additional week, or part thereof, without fees, for the purpose of effecting the necessary vehicle repairs.

ARTICLE 22: TAXI PACKAGE

22.01 Each rental driver shall be supplied for a daily twelve (12) or twenty-four (24) hour period, at no extra cost, a roadworthy safe four door sedan, station-wagon, or van with proper weather resistant tires for all seasons and with a seating capacity for not less than four (4) passengers in compliance with the applicable Municipal By-laws and containing:

- (1) An illuminated roof sign clearly stating the Company's name;
- (2) A taxi-meter sealed in accordance with the City By-Law;
- (3) A two way radio;
- (4) A picture holder;
- (5) A fully operational computer;
- (6) A credit card machine and vouchers. Employees to deposit \$45.00 and upon the return of the machine employees shall receive 75% back provided the machine is undamaged except for normal ware and tear.
- (7) A usable spare tire;
- (8) A tire tool;
- (9) A jack;
- (10) An electric rear window defroster, on replacement of vehicle;
- (11) Company's business and receipt cards;
- (12) Block heater if requested and necessary;
- (13) A shield or equivalent valued proven safety device if requested as outlined in Article 18.04;
- (14) Air conditioning on replacement vehicles where possible.

Any equipment owned by the Owners Group that becomes inoperative will be repaired as soon as possible.

22.02 The Owners Group shall provide to the rental driver at no extra cost motor vehicle insurance with collision provision deductible not exceeding \$500.00 or the cost of the repair, whichever is less, for each at fault accident.

The Owners Group shall also provide to the rental driver at no extra cost comprehensive coverage with zero deductible including but not limited to fire and

theft. It is agreed and understood that comprehensive coverage costs does not cover driver-added equipment.

- 22.03 The Owners Group agrees that all rental vehicles owned by the Owners Group will have their engine compartment and the interior upholstery cleaned at least once a year by the Member of the Owners Group.

ARTICLE 23: INSURANCE

- 23.01 Every single plate owner and single plate lessee has the right to obtain insurance from the broker or company of their choice provided they give a minimum of thirty (30) days notice to cancel their present policy.

- 23.02 The Owners Group shall maintain the amount of its present contribution to the UIC premiums of all rental drivers for the duration of this agreement.

- 23.03** Each individual Member of the Owners Group agrees to provide the following:

- (i) to pay the premiums to an insurer of their choice to provide term life insurance in the amount of \$10,000 and to provide accidental death and dismemberment in the amount of \$10,000.00 for each of their drivers; or
- (ii) be responsible to provide life insurance coverage in the amount of \$10,000.00 and to provide accidental death and dismemberment in the amount of \$10,000.00 for each of their drivers, provided the driver has a minimum of one (1) year seniority under the Blue Life roof sign and is actively working on the day he attains this one (1) year seniority.

The parties agree to meet within thirty (30) days of ratification of this Collective Agreement to establish a procedure to ensure that coverage is provided to the drivers and to prevent potential abuse of the procedure.

This insurance coverage would only be offered to drivers over the age of 65 but under the age of 70, at any time during the this Collective Agreement, so long as the driver had five (5) consecutive unbroken years of service under the Blue Line Ottawa Division roof sign prior to turning 65.

ARTICLE 24: PLATE LEASING AND PLATE SALES

- 24.01 (1) All leased plates shall remain as such and shall not be converted to rental vehicles for the duration of the Collective Agreement, provided there are persons willing to lease said plate(s).

- (2) In the event that a plate lessee returns his leased plate to the Member of the Owners Group, said plate shall be offered to the employees of the bargaining unit in the following order:
- (a) To the incumbent driver(s) on said plate by Seniority:
 - (b) If declined by the driver(s) outlined in 2(a), said plate shall then be offered for lease, by seniority, to all rental drivers of the Member of the Owners Group, including the drivers of the Single Plate Lessee(s) (SPL) of said Members of the Owners Group.
 - (c) If declined by the driver(s) in 2(a) and 2(b) said plate shall be offered, by seniority, to all employees in the bargaining unit.
 - (d) Should no one indicate a willingness to lease said plate within ten (10) calendar days, the member of the Owners Group shall be free to place said plate on a rental vehicle or offer the plate for sale to the employees in the bargaining unit.
- (3) In the event that a member of the Owners Group wishes to lease a plate that is on a rental vehicle said plate shall be offered, by seniority, to all rental drivers of that member of the Owners Group.

Should there not be an offer to lease from a rental driver of the individual member of the Owners Group, then the lease will be offered as follows:

- (a) Drivers in the bargaining unit.
- (b) Any third party.
- (c) Where there is no offer to lease by any member of the bargaining unit within ten (10) days of the broadcast of said offer the Member of the Owners Group shall be free to offer the plate for sale.

Offers to lease shall be made to the Member of the Owners Group in writing and the lease shall be provided to the most senior applicant.

- (4) **It is agreed that an administration fee of three thousand dollars (\$3,000.00) shall be payable to the owner of the plate by the transferee for any plate lease transfer.**
- (5) Except in 2(a) any plate to be leased shall be advertised on the computer dispatch system for a minimum of five (5) days.
- (6) In case(s) where a member of the Owners Group buys a plate, the status of said plate must be maintained.

24.02

A Member of the Owners Group may sell his plate that is currently leased or on a rental vehicle, for any price and upon any terms and conditions provided:

- (a) If on a rental vehicle which becomes unoccupied, in accordance with article 16.02.
- (b) If currently leased by or on a rental vehicle owned by a Member of the Owners:
 - (i) firstly, offer to sell to the lessee or that Member of the Owners Group rental driver at any time;
 - (ii) secondly, sell to anyone other than the lessee or that Member of the Owners Group rental driver (who must be either a Member of the Owners Group or a person that would become a Member of the Owners Group as result of the purchase), so long as the lessee is not displaced if the plate is leased, and so long as the rental driver of that Member of the Owners Group is not displaced if the plate is on a rental vehicle;
- (c) That the sale agreement is legal and binding on the vendor and purchaser.
- (d) **In the case of the death of a MOG, the Estate of that MOG reserves the right to dispose of the plate(s) in the following manner:**
 - **Offer to sell to the lessee(s) of that MOG, Should there be no acceptable offer, sell to anyone; where the lessee is displaced, the lessee shall be compensated to an amount of no more than ninety thousand (\$90,000.00.) Such amount shall be increased by the same annual percentage increase of the plate rent as outlined in Article 27.02.**

24.03 Any Member of the Owners Group owning four (4) plates or less, regardless of the roof sign under which they operate, may choose to put one (1) of his plates on a taxicab vehicle and work on said plate as the principal driver, by displacing the most junior lessee with one hundred and eighty (180) days written notice. This procedure will be allowed once during the term of this Collective Agreement. The Member of the Owners Group shall give the displaced lessee a shift. If said plate becomes available to be leased, it will be given back to the displaced lessee.

The entitlement under this clause does not apply to Members of the Owners Group who currently drive a taxicab or drove a taxicab during 1999 regardless of the roof sign. This clause does not apply to persons who become Members of the Owners Group on or after the date of ratification of this Collective Agreement.

24.04 Both parties to the lease shall be bound by the following conditions:

- (a) The licence owner shall be entitled to the rental fee for the month due in advance;

- (b) Only the licence plate shall be leased. At no time shall the licence owner attempt to affix any fees or conditions except those outlined in this agreement;
- (c) The costs per month for the leasing shall be in accordance with this agreement and shall not be amended without the agreement of the Union;
- (d) A lease shall terminate for failure to fulfil financial obligations or if the insurance is cancelled and not replaced by the lessee.
- (e) In all cases and throughout the term of this agreement the lessee shall be the principal driver.
- (f) Upon the death of the lessee – spouse/estate has up to six (6) months to dispose of the lease. Plate rent to be paid, maximum of one (1) month with no stand rent.
- (g) **In the event a lessee could not insure his taxicab or he loses his provincial drivers license or taxi driver license, he shall be given up to six (6) months to sell his lease, so long as he meets his financial obligations to the Company and/or the Owners Group.**

ARTICLE 25: GRIEVANCE PROCEDURE

25.01 A grievance shall include any issue regarding the interpretation, administration, application or alleged violation of this agreement. It is the mutual desire of the parties that complaints of the drivers be adjusted as quickly as possible. To that end, the parties have adopted the following grievance procedure:

STEP 1: A driver may bring his complaint to the Supervisor of the Members of the Owners Group. If the driver does bring his complaint to the Supervisor he must do so within twenty (20) days of the incident or of he having knowledge of this incident giving rise to the complaint. Where the complaint is brought forward it must be given to the Supervisor and the Supervisor shall reply within two (2) working days.

STEP 2: Failing settlement of the complaint at Step 1 or where the driver has chosen not to avail himself of Step 1, the driver must file the grievance in writing within twenty (20) days of the incident or of he having knowledge of this incident giving rise to the grievance. The grievance must be referred to the Member of the Owners Group claimed to be responsible and/or any other person designated by the Member of the Owners Group. Grievances shall be dealt with at the Step 2 meeting which shall be scheduled on the 3rd Wednesday of every month. This monthly Step 2 meeting shall be one meeting held at the Company's office. Where the grievance involves the discharge of a driver, the parties agree to meet within ten (10) working days of the filing of the grievance. A representative of the Union shall be present at

all step 2 meetings. The Member of the Owners Group must respond within three (3) working days of the meeting.

- 25.02 Should a group grievance or a Union or policy grievance develop it shall be filed at Step 2 within twenty-five (25) days of the incident giving rise to the grievance or of the drivers or Union having knowledge of this incident.
- 25.03 Failing settlement under the above, the matter in dispute may be taken to arbitration in accordance with article 26.
- 25.04 Drivers employed by single plate owners and single plate lessees may not grieve matters or disputes arising between the driver and the single plate owner or single plate lessee. A committee shall be set up and made up of equal numbers of Union/driver and Company personnel to assist in resolving disputes between the drivers and single plate owner and single plate lessee. The committee shall have the power to determine a procedure to be followed as well as to determine fault and penalties.

ARTICLE 26: ARBITRATION

- 26.01 After exhausting the provisions of the grievance procedure, either of the parties may submit a grievance to arbitration, either expedited or formal, in writing within thirty (30) days of the Step 2 reply, or if there is no reply, within thirty (30) days after the expiration of the time limits to provide a reply.
- 26.02 Unless otherwise mutually agreed by the parties, all grievances referred to arbitration not relating to an indefinite suspension, a discharge or any separation of employment, or to the interpretation of the collective agreement, group grievances and policy grievances shall be referred to the expedited process.
- Grievances referred to arbitration in respect of indefinite suspensions, discharge or separation of employment for any reason, or to the interpretation of the collective agreement and group grievances may only be referred to this expedited process by the mutual agreement of the parties.
- 26.03 Within fourteen (14) days after notice has been given that the grievance will proceed to formal arbitration, the parties shall meet and agree on a single arbitrator. If the parties cannot agree on an arbitrator within this time limit, either party may request the Minister of Labour to appoint an arbitrator and this appointment shall be binding on both parties. In respect of the cost of arbitration of formal grievances, the parties shall share equally the fee and expenses of the sole arbitrator.
- 26.04 The formal arbitrator shall have the right to exercise all the powers provided by the Labour Relations Act, as amended from time to time.

- 26.05 The arbitrator must hand down a written decision within sixty (60) days of the date of the hearing.
- 26.06 As an alternative to the formal arbitration process set out in the foregoing paragraphs, a grievance may be referred to a previously agreed-upon person who shall hear the grievance and who shall at the conclusion of the hearing, give a decision immediately. Such decisions may not be used to alter, modify or amend any part of the collective agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means whatsoever.
- 26.07 To maintain the efficiency of this expedited process, the parties shall schedule a minimum of one (1) day of arbitration every three- (3) months, except in those circumstances where either party deems it necessary to schedule the arbitrator more frequently.
- 26.08 The parties shall share equally the fee and expenses of the persons selected to hear the expedited arbitration cases.
- 26.09 At all expedited arbitration hearings, the Company or Member of the Owners Group shall be represented by a member of their management and the Union shall be represented by a Union staff representative or an officer/steward of the Local Union.
- 26.10 The Union shall forward to the representative of the Member of the Owners Group a list of the expedited grievances to be heard on the day or days scheduled for the hearing of grievances according to the expedited arbitration procedure. The aforementioned list shall be forwarded to the representative of the Member of the Owners Group no later than ten (10) working days in advance of the hearing unless otherwise mutually agreed.
- 26.11 By exception, a party may call one (1) witness at an expedited arbitration.
- 26.12 Prior to proceeding to formal or expedited arbitration, and at least thirty (30) days prior to the date of arbitration the parties may, upon mutually agreement, request that any grievance be referred to act as a grievance mediation officer for the purpose of attempting to mediate a settlement of the grievance. The parties shall share equally the fee and expenses of this officer.

ARTICLE 27: RENTAL CHARGES AND TERM OF AGREEMENT

- 27.01** This agreement shall take effect upon ratification and shall be binding upon both parties until **June 30th, 2011** and shall continue for annual periods, unless either party gives at least ninety (90) days notice that it wishes to amend this agreement.

- (a) All amendments to the collective agreement shall be made in writing and signed by at least two persons from the Company one of whom shall be the CEO/ President of Coventry Connections and the other shall be the Director of Labour Relations for Coventry Connections and by at least two persons from the Union, one of whom shall be the President of CAW Local 1688, Ontario Taxi Union and the other shall be the National Representative of CAW.

27.02 Drivers are required to pay their rents in accordance with the reasonable time limits as set by each Member of the Owners Group.

		<u>Oct 1/08</u>	<u>June 1/09</u>	<u>June 1/10</u>
(a)	stand rent (plus GST)	\$420.00	\$435.00	\$450.00
(b)	plate rent (plus GST)	\$690.00	\$720.00	\$750.00
(c)	24 hour daily car rental (plus GST)	\$ 90.00	\$ 95.00	\$ 95.00
(d)	12 hour daily car rental (plus GST)	\$ 60.00	\$ 65.00	\$ 65.00
(e)	24 hour accessible van rental on Para (plus GST)	\$100.00	\$100.00	\$100.00
(f)	24 hour accessible van Rental non Para (plus GST)	\$ 90.00	\$ 95.00	\$ 95.00
(g)	POS (monthly plus GST)	\$ 8.00	\$ 8.00	\$ 8.00
(h)	There shall be a \$3.00 monthly insurance charge for the POS machines. This coverage is for normal use and does not cover abuse.			

NOTE: daily rental rates are subject to changes as E.I. rates change.

27.03 Car owners dispatch fees and plate rents shall be calculated yearly, paid monthly, and any reductions or additions being calculated and applied daily.

27.04 In the event of an assessment to the Company/Owners Group by WSIB in relation to the provision of WSIB benefits for the Bargaining unit personnel, the Company/Owners group and the Union agree to renegotiate, in good faith, the rates set out in Article 27.02. Where the parties fail to reach agreement on the issue, the matter shall be referred to an arbitrator for full and final settlement.

ARTICLE 28: GENERAL

28.01 The Company shall maintain its internal Company charge system and accept major credit cards as approved by the Company which currently include Visa, Mastercard, American Express and Diners Club/en Route. This system shall continue for the

duration of this agreement, so long as external factors outside the Company's control do not prevent the Company from doing so.

Drivers must redeem their charges at the Company's office. Office hours for this purpose shall be from 8:30 a.m. until 4:00 p.m., except Saturday, Sunday and Statutory Holidays.

Drivers shall pay a fee of five percent (5%) of all credit card charges that they redeem. Drivers seeking to cash charges after the 1st of the month but having an outstanding balance shall automatically have these charges credited to their accounts. All rents shall be added to each driver's account as of the 1st of each month.

Drivers must comply with the Company's Credit Card Policy, as amended from time to time.

The penalty for fraudulent use of a "POS SIM Card" shall be :

- **First offence Termination**

- 28.02 Except as otherwise provided in this agreement, all passengers shall be treated in a polite, professional, courteous and businesslike manner at all times by both the Owners Group and the employees.
- 28.03 If requested, a proper signed receipt shall be furnished by the owner for all payments made by the driver. If requested said receipt shall show a breakdown of all payments made by the driver and the dates for which they apply. For the purposes of this clause a numbered computer receipt shall be deemed to be signed.
- 28.04 The employees who own their own vehicles whether or not they own their own license shall have absolute choice as to where their vehicle is to be repaired and/or maintained.
- 28.05 The Union shall be supplied with a complete one point five (1.5) hour dispatch computer printout within twenty four (24) hours of a written request from the local president, business agent or unit chairman. The Union's requests shall be limited to twelve (12) times per year. The Union agrees that grievances will not be filed on the information contained therein. It is further agreed and understood that the above information may be used in any future arbitrations.
- 28.06 No employee, either full time or part time, shall abuse or mistreat any vehicle or equipment. (i.e. roof sign, radios, meters aials and computer terminals.)

- 28.07 The Owners Group agrees to provide the union with the rules governing the stands controlled by concession agreements.
- 28.08 Subject to the provision of adequate insurance coverage and article 4.12, all car owners shall be free to place a second driver on their vehicles should they require. In the event the Company refuses an individual employment as a second driver, the Company agrees that such refusal may be subject of a grievance and the onus of proof shall rest on the Company to show just cause for such refusal.
- 28.09 The Union's representative shall be entitled to a copy of the computer print-out of specific call(s) and relative information directly related to that incident being investigated, when required, in dealing with instances of discipline, discharge and/or grievances and only where possible.
- 28.10 Union representatives and stewards shall have access to a supervisor within 24 hours of a request from the representative or steward in the performance of their duties, during office hours Monday to Friday except for holidays.
- 28.11 The Company shall supply and have available a washroom for the use of the drivers. As well, the Company shall allow the drivers to use the telephone in the office pursuant to the current past practice.
- 28.12 The Company shall advertise and promote the business. The Company shall take reasonable steps to obtain additional business.
- 28.13 The Company shall provide, on a current basis, a list of staff or supervisory personnel directly related to the drivers.

ARTICLE 29: NUMBER OF TAXICABS

- 29.01 (a)** The Company agrees that the number of Ottawa licensed taxicabs operating under the Blue Line roof sign shall not exceed five hundred and forty-two (542) to be serviced by the telephone number 238-1111. The Company shall use its best efforts to acquire new business. It is agreed during the life of this Agreement the number of accessible taxicabs operating under the Blue Line roof sign (Ottawa Division) will not exceed twenty-five (25) accessible taxicabs.
- (b)** Where a driver, who was operating under the Blue Line roof sign when he was granted an Accessible Taxi Plate, was forced to leave that roof sign due to Article 29.01(a), said driver shall have priority recall over all other drivers with an Accessible License based on their years of continued unbroken service immediately preceding acceptance and operation of the Accessible license.

ARTICLE 30: DISPATCH OF NON OTTAWA LICENSED CABS BY MEMBERS OF THE OWNERS GROUP IN ANY DISPATCH SYSTEM

30.01 A Member of the Owners Group shall not permit any non Ottawa licensed taxicabs owned, operated or controlled directly or indirectly by him or his family, to be dispatched to any location within the boundaries of the City of Ottawa whether dispatched under the Blue Line Roof Sign or any other roof sign or without any roof sign. Dispatch by members of the Owners Group owning or controlling, directly or indirectly, of non Ottawa licensed taxis in another dispatch system shall pay to the Union the amount of \$50.00 for each and every call, fare, trip or parcel dispatched within the boundary of the City of Ottawa.

Status Quo - however the estoppel continues with respect to those Members of the Owners Group or families etc. who currently dispatch through other taxi companies, until the new legislation/by law is implemented and thereafter the parties will abide by the legislation/by law.

ARTICLE 31: ADVERTISING

31.01 The Company shall promote present business and seek additional business. Potential additional business could include but will not be limited to the following:

- (a)
 - (i) General Hospital
 - (ii) Rideau Centre
 - (iii) South Keys Shopping Centre
 - (iv) Pinecrest Shopping Centre
- (b) The Company shall spend the following amounts to advertise and promote:

1st year of collective agreement	-	\$10,000.00
2nd year of collective agreement	-	\$10,000.00
3rd year of collective agreement &	-	\$10,000.00
each subsequent year thereafter		

A committee of equal numbers of Union and Company personnel shall decide on the method of using the above amounts.

- (c) **The drivers shall be permitted to seek advertising to be placed on or in taxicabs. It is agreed that such advertising will not be discriminatory or in poor taste and must meet Company approval and such approval shall not be withheld without just cause.**

31.02 The Company, Union and drivers shall be permitted to seek advertising to be placed on or in taxicabs. The parties shall discuss each advertising contract obtained to facilitate the procedure for the placement of the advertising. The Company and the Union shall have the final approval for all such advertising. Each taxicab owner shall have the option to participate in such advertising. The net (after all expenses have been paid) revenues earned shall be distributed as follows:

- (i) 70% to the vehicle owner to be distributed as follows:
 - (a) 20% of the above to any 24 hour shift rental driver;
 - (b) 10% of the above to any 12 hour shift rental driver;
 - (c) balance to the vehicle owner;
- (ii) 10% to the plate owner;
- (iii) 20% to the Company.

If the Union is successful in procuring a contract for the purchase and implementation of Global Positioning Systems in each taxicab, and the Union is successful in procuring advertising contracts to pay for these systems, the above distribution of advertising revenues shall not apply until the systems have been paid for.

ARTICLE 32: EDUCATION FUND

32.01 The Owners Group shall contribute \$9000.00 per year to the Union's Education Fund payable on the anniversary date of ratification of this Collective Agreement.

DATED AT OTTAWA, THIS 5th, DAY OF SEPTEMBER, 2008.

THE OWNERS GROUP

FOR THE UNION

COURTNEY J. FRANCIS	MOHAMAD ALSADI
ROGER VIAU	YUSEF AL-MEZEL
JULIAN SZIRTES	KAMAL BAKSHI
ROCH LEFEBVRE	SANGHA SUKHJINDER
	HASSEN SALIH
	SHAKER MEJBEL
	SALAH DAKHIL
	ELIAS FREIJE
	GHASSAN CHOUKEIR

SCHEDULE "A" - THE OWNERS GROUP

COVENTRY CONNECTIONS INC.		HANIF PATNI	455 COVENTRY RD OTTAWA, K1K 2C5	746-8740
JULIAN TAXI	(26)	JULIAN SZIRTES	11 BENTLEY AVE NEPEAN, K2E 6T7	727-0166
OTTAWA TAXI	(25)	AGNES SERMAN	305 CUMBERLAND ST.	789-3181
GKS TAXI	(25)	GUSTAV NADOR	OTTAWA, K1N 7J1	
VIAU TAXI	(18)	ROGER VIAU	455 COVENTRY RD OTTAWA, K1K 2C5	863-1426
RAY FATHI	(13)	RAY FATHI	3 ASPEN GROVE NEPEAN, K2H 8Z9	828-2838
JOSEPH KRAMER	(8)	JOSEPH KRAMER	455 COVENTRY RD. OTTAWA, K1K 2C5	746-8740
A. COPELLI	(4)	ALBERTO COPELLI	84 MEADOWLANDS DR. OTTAWA, K2G 2R8	225-3888
Y. YADOLLAHI	(4)	MIKE YADOLLAHI	292 BILLINGS AVE. OTTAWA, K1M 5L3	232-9927
P. DENIS	(3)	PHIL DENIS	1599 LASSITER TERR OTTAWA, K1J 8R6	749-0170
W. AWADA	(3)	WAFICA AWADA	53 RIDEAU HEIGHTS NEPEAN, K2E 7A7	228-0401
R. LEFEBVRE	(2)	ROCH LEFEBVRE	7928 FLEWELLYN DR. ASHTON, K0A 1B0	253-8490

M.AWADA	(2)	M AWADA	57 RAJ TERRACE OTTAWA, K1G 4T6	228-0401
M. ALKADRI	(2)	M. ALKADRI	123 CAROLINE AVE OTTAWA, K1Y 0T1	794-9073
B. SINGH	(2)	B. SINGH	9 GRENADIER WAY NEPEAN, K2J 4L3	224-6306
W. EL-KHOURY	(2)	W. EL-KHOURY	2-906 WATSON AVE OTTAWA, K2B 6B9	
SURJIT WALIA	(3)	SURJIT WALIA	1344 KITCHENER. OTTAWA, K1G 3V8	853-2006
K. SINGH	(2)	K. SINGH	1883 AVE EPINETTEES GLOUCESTER, K1C 6N7	830-7552
JAG DHANOA	(2)	J DHANOA	19 HALLEY ST OTTAWA, K2J 3W6	825-2839
ONKAR, PARMAR	(2)	ONKAR, PARMAR	3 SPEERS CRES KANATA, K2M-1W1	591-1008

SCHEDULE "B"

Existing Customs, Rights and Privileges

1. Personal messages shall be given as per present practice.
2. Reasonable accommodation shall be given to payment of outstanding debts as per Articles 22.02 and 28.06, the following minimum payments are required:
 - (a) up to \$500.00 - \$5.00 Per day
 - (b) over \$500.00 - \$10.00 Per dayThis daily payment will be collected in addition to the daily rental charges.
3. Insurance premiums shall be payable either monthly, semi annually or annually.
4. The drivers shall choose their own working hours during their shift and also have the right to work pick ups.
5. The drivers will continue to be permitted to double up fares if customers approve and no other driver is denied a fare, therefore subject to supervisors approval by voice and at the metered rate.
6. There shall be no charge for the receipt cards.
7. All employees shall continue to work on their existing shifts for the duration of this agreement unless they agree to change their status.
8. There shall be no private car parking on the property at 455 Coventry Road.

The above customs and practices can be amended by agreement of the parties.

SCHEDULE "C"

RULES AND REGULATIONS

1. DRESS, DEPARTMENT, HYGIENE

1.1 The following articles of clothing are NOT ACCEPTABLE forms of attire at Blue Line.

- (a) Non dress shorts, work pants, sweat pants.
- (b) T-shirts displaying objectionable or vulgar remarks, tank tops and muscle shirts.
- (c) Large brimmed hats.

Hair must be clean and neat, faces must be clean-shaven or beards neatly trimmed.

Clothing must be tear and rip free, with no visible patches and is to be cleaned and pressed as required.

Socks must be worn at all times with all types of foot wear except when wearing sandals, when during prayer times, and when the driver provides a medical certificate.

1.2 Drivers must be courteous and pleasant at all times and must conduct themselves in a professional business-like manner.

1.3 There is to be no abusive, foul language or gestures directed at customers or general public.

1.4 While driving, no consumption of liquor or use of non- prescription drugs will be tolerated.

1.5 Arguing and fighting among drivers or other Blue Line personnel in public while on duty, or when the roof sign is still visible to the public eye will not be tolerated. Disagreements among drivers must be brought to the attention of Dispatch Supervisor.

1.6 No playing of cards or other games of chance is allowed at any time when working.

2. COMPUTER AND DISPATCH OPERATIONS

- 2.1 Profanity or abusive language on the air or in your vehicle is prohibited at all times.
- 2.2. No usage of cell phones while conveying a customer.
- 2.3 Each taxicab and driver shall carry at all times a current street guide and map of the Regional Municipality of Ottawa-Carleton. Drivers are to make proper use of guidebook, to avoid unnecessary airtime with the supervisor.
- 2.4 Parcel deliveries will be charged based on the meter only plus parking fees if needed.
- 2.5 Parcel deliveries are to be taken directly to the destination. Running other fares while occupied on parcel delivery will not be permitted.
- 2.6 Customer to sign back of charge chit when receiving parcel where possible as this is for driver's own protection. If cash payment, person receiving parcel must sign a receipt card indicating date and time.
- 2.7 All fares accepted on computer must be serviced without delay.
- 2.8 No messages between drivers are permitted. Drivers will receive emergency messages to call: home, wife, parents, partner, owner or the union.
- 2.9 Drivers are not allowed in the dispatch office.
- 2.10 Picking up a fare while on the way to an accepted dispatch call, will not be permitted.
- 2.11 Drivers must allow 5 minutes wait at the customer's pick-up address.
- 2.12 Driver shall take reasonable steps to ensure that they pick-up only those fares they are dispatched to. Must check with Supervisor for authorisation before taking another fare from same address.
- 2.13 If you have a pick-up, check with the computer supervisor to see if a car has already been assigned. If so, leave the fare alone.
- 2.14 Refrain from voice communication. Voice communication is for emergencies and information only.
- 2.15 No covering calls except for emergencies or mechanical breakdown.

- 2.16 Interference or jamming of the computer and voice channels is a Federal Offence and will not be permitted.
- 2.17 No new driver shall start working unless he has been instructed by qualified Blue Line personnel in the Operation of Computer, Radio Equipment.
- 2.18 Failure to come to voice after 2 requests by dispatch supervisor will result in driver being put into a "Reserve" position in the computer.
- 2.19 All vehicles must have proper radio licenses for the radio and frequency in car at all times.

3. CUSTOMER RELATIONS

- 3.1 Drivers must be courteous and pleasant to customers at all times.
- 3.2 Drivers must assist all customers with handling of baggage and opening and closing of doors when necessary.
- 3.3 No complaining to customers about short fares or time calls.
- 3.4 As per City of Ottawa By-Law #320-78 smoking is not permitted in taxicab by driver when requested by customer. Driver not wishing customer to smoke must post proper signage inside their taxicabs as required by City of Ottawa By-Law.
- 3.5 At customer request music radio and other sound system must be turned off.
- 3.6 Drivers must issue a receipt card upon request by customer. Drivers signature and car # must be clearly marked in the appropriate place on the receipt card.

4. CHARGE ACCOUNT SYSTEM

- 4.1 No new driver is to commence work until he has been briefed by Blue Line staff in the operating of our charge account system.
- 4.2 Some of the guidelines in the operation of our charge account system are as follows:
 - (a) All charge vouchers to be signed, car-number and date clearly written.
 - (b) If fare goes to more than one destination, these other destinations to be clearly marked on the reverse side of chit.

- (c) Taxi chits to be signed by the customer and dollar value to be clearly marked.
- (d) Gift certificates, which have a current maximum value of **\$10.00** each, are to be accepted at face value and change given as required.
- (e) Drivers must note on back of chit the drop off/pick up address if it is different from address shown on face of chit.
- (f) Drivers and the Individual Members of the Owners Group are prohibited from buying or selling Blue Line chits/coupons or Government Taxi chits/coupons from other taxicab company drivers. Violation of this rule shall result in the following fines:

1st offence	-	\$100.00 per chit
2nd offence	-	\$200.00 per chit
3rd and subsequent offences	-	\$300.00 per chit

The parties agree that the above penalties are specific penalties within the meaning of the Ontario Labour Relations Act. An arbitrator shall not have the power to alter or modify any penalty imposed under this clause.

Drivers buying and selling Blue Line chits/coupons or Government Taxi chits/coupons from other drivers must indicate their taxicab number and must sign the chit/coupon. Such drivers will be solely responsible for the chits/coupons that they cash.

- (g) Drivers failing to adhere to the above charge act rules will be subject to progressive discipline regime.
- (h) Drivers must be aware of all types of charges accepted by Blue Line.
- (i) Only major credit cards approved by Blue Line are to be accepted.
- (j) Drivers are responsible to ensure all necessary information is clearly marked on charge vouchers as follows:
 - Customer's name and signature
 - card number (correct number of digits)
 - expiry date
 - driver's signature and car number
 - driver must ensure proper copies of charges are submitted to Blue Line for processing.
 - no hand written major credit card sales drafts will be accepted.

5. OPERATION OF VEHICLES

- 5.1 All cars to be cleaned inside and out by 11:00 a.m. every day with due regard given to road and weather conditions.
- 5.2 All drivers must ensure that they have change for \$20.00 at all times.
- 5.3 No taxicab driver shall charge a passenger for:
 - (a) the cost of proceeding to an establishment for change, or
 - (b) waiting time while a passenger obtains the change. Provided the bill presented for payment is of \$20.00 denomination or less.
- 5.4 No vehicles are to be left unattended with keys in the ignition.
- 5.5 No person other than driver will be in the vehicle while he is occupied with a paying fare.
- 5.6 Taxis are not to be left unattended when parked at a taxi stand for a period not exceeding 5 minutes.
- 5.7 Only authorised driver's with valid licenses can operate a taxi-licensed vehicle.
- 5.8 Roof sign must be removed from vehicle when not on duty or involved in an accident when possible.
- 5.9 Drivers to obey Municipal By-Laws pertaining to parking and use of street stands.
- 5.10 All drivers to follow provincial, H.T.A. & Municipal By- Laws regarding traffic flow and patterns. In particular backing up on stands is only permitted if it can be done safely and only to allow you to pull out and go forward around the car ahead of you. Backing out of the Westin Hotel stand onto Daly and other such stands will not be permitted.
- 5.11 All roof signs must be mounted in the centre of the roof, forward to the mid-way point. This mounting will be either directly to the roof or by means of a centre mount strap.
- 5.12 "U" turns are permitted only when safe to do.

5.13 General Rules for Hotel Taxi Stands or Other Concessions (Stands):

- (a) Drivers, when first or second on any taxi stand must remain in their individual cab and there shall be no congregation of drivers in these cars.
- (b) No cab driver will blow his horn while on Hotel property.
- (c) No speeding or reckless driving in Hotel driveways.
- (d) Drivers will refrain from throwing garbage on Hotel property and public property.
- (e) No drivers will do mechanical repairs or major cleaning of his cab other than changing of flat tires while parked on the taxi stand.
- (f) Backing up on stands is only permitted if it can be done safely and only to allow you to pull out and go forward around the car ahead of you.

5.14 The parties understand and acknowledge that the Company does not negotiate the Rules and Regulation of a Concession Agreement. The Company shall provide to the Union copies of the Rules and Regulations of each Company Concession Agreement. Should the Union or the Company find any of the rules or regulations to be offensive, the parties agree to work jointly towards the goal of effecting changes to their satisfaction.

6. ROAD SAFETY PROCEDURES

- 6.1 All taxi cabs to be operated in a safe and prudent manner at all times, so as not to be hazardous to pedestrian and other vehicular traffic. Drivers must adjust driving to road and weather conditions.
- 6.2 Proof of insurance must be in taxicab at all times.
- 6.3 All taxicabs must meet Provincial Mechanical Safety Requirements at all times.
- 6.4 Drivers should use their seatbelt and request passengers to use seat belts.

7. VEHICLE REQUIREMENTS

- 7.1 All Taxicabs must be free of any body damage, and any damage must be repaired within thirty (30) days.
- 7.2 Roof signs must be kept in good working order and in good condition with company logo clearly visible front and rear.
- 7.3 All taxicabs are to be black or the darkest blue of the model year or GM 1980, code 29 and must be approved by Blue Line Taxi Management before going on as a taxicab.
- 7.4 All seatbelts are to be functional and available for use by passengers at all times.
- 7.5 All vehicles must be 4 door, standard mid-size and up, and be able to accommodate up to 4 passengers and the driver.
- 7.6 All new radio and meter equipment must be approved by Company, prior to installation to ensure equipment is compatible with computer dispatch system.

8. COMPUTER EQUIPMENT

- 8.1 Removal or installation of computer equipment from taxicab to taxicab must be done by Blue Line Taxi authorised personnel only.
- 8.2 Anyone tampering with or removing computer equipment from one taxi to the other will be subject to progressive discipline regime and will be charged for damaged or missing parts.**

9. HANDICAPPED CUSTOMERS

- 9.1 All elderly and handicapped customers are to be assisted in and out of taxicab at all times.
- 9.2 Any driver accepting a bid call involving a wheelchair must be physically able to assist the person.

10. ALL DRIVERS ARE ADVISED THAT IT IS AGAINST THE LAW AND BLUE LINE TAXI POLICY TO REFUSE DOG GUIDES IN THEIR CABS. REFUSAL WILL RESULT IN FINES AND DISCIPLINARY ACTION BY THE COMPANY.

- (i) 1st offence - 1 week suspension**
- (ii) 2nd offence - Dismissal. No longer working under the BLUE LINE TAXI roof sign.**

ACCOMMODATING PERSONS WITH DISABILITIES

The Management of BLUE LINE TAXI wishes to advise all its employees, drivers, and others operating under the BLUE LINE TAXI roof sign, of the BLUE LINE TAXI policy with respect to blind passengers, whether or not they use dog guides.

Under the Blind Persons Rights Act of Ontario, no person may either deny any person services customarily available to the public or discriminate against any person with respect to services available to the public, for the reason that they are a blind person accompanied by a dog guide. Under the Ontario Human Rights Code, every person has a right to equal treatment with respect to the supply of services which includes taxi services, without discrimination because of, among other things, a disability. A disability includes any physical impairment such as being blind, visually impaired, deaf or hard of hearing.

GUIDE DOGS AND TAXI SERVICES

Many disabled persons are physically dependent on guide animals in their daily activities. Canadians who are blind or visually impaired, deaf or hard of hearing, or who have other types of disabilities such as epilepsy, are dependent on guide animals.

Accommodation of these individuals necessitates that they be permitted to take their guide animals with them into taxi cabs. Refusing to allow them to do so will infringe on their human rights and is against the Blind Persons Rights Act of Ontario and the Ontario Human Rights Code.

This notice will simply repeat what should be apparent to you all, that if a blind person, with or without a dog guide, is refused services by any BLUE LINE TAXI driver, such actions will result in fines to the driver and other disciplinary action, including the possibility of suspension by the Management of BLUE LINE TAXI

For more information regarding guide animals, please review the attached pamphlet and information sheet published by Dog Guides Canada.

Any inquiries concerning this policy should be directed to any member of the Management, who will, if it is required, explain the policy to you.

11. HIRE CAR REQUIREMENTS FOR DRIVERS & CARS

11.1 DRIVER REQUIREMENTS

All drivers must:

- (a) Be well groomed, hair neatly trimmed and off collar.
- (b) Be clean-shaven or neatly trimmed beards.
- (c) Be well dressed at all times when driving. (i.e. clean dress shirt, tie, jacket -- not a ski jacket, dress pants, polished shoes). Clothing is to be clean and pressed at all times.
- (d) Be of immaculate personal hygiene.
- (e) Be able to clear all police security checks when necessary. (i.e. R.C.M.P., Ottawa Police etc.)
- (f) Have a valid driver's license.
- (g) Be an above average driver with a good driving record.
- (h) Be able to be bonded when necessary and at company expense.
- (i) Be available to work at all hours upon request in keeping with reasonable safety standards.
- (j) Have a clear record both at Blue Line Taxi and the City (No complaints which are relevant).
- (k) Be courteous and respectful behaviour at all times.
- (l) Have reasonable knowledge of streets and buildings in the City of Ottawa and Regional Municipality of Ottawa- Carleton.
- (m) Be able to follow detailed instructions and orders.
- (n) Speak, read and understand English and/or French as required.
- (o) Always arrive at your pick up point fifteen (15) minutes prior to scheduled time of pick up.
- (p) Be prepared to provide customer with protection from the inclement weather. (i.e. umbrella)
- (q) Do not smoke while in the presence of the customer.
- (r) Do not have music radio on when customer is in the car unless requested by the customer.
- (s) Have taxi equipment turned off when customer is in the car.
- (t) At all times be able to be contacted by the customer, Blue Line Taxi office, and dispatch when on duty and the customer is not in the car.

- (u) Shall only engage in conversation when initiated by the customer.
- (v) Drive in a safe and prudent manner with the customer's safety and comfort foremost.
- (w) At no point inconvenience the customer.
- (x) Always be available to do out of town work at any hour of the day or night.
- (y) Process their charges for this special work as per Company instructions and payment will be as directed by the company from time to time. All rental charges for rental drivers may be held in abeyance until the completion of the assignment.
- (z) Take whatever route the passenger requests.
- (aa) Know points of interest within and around the City for sight seeing.
- (bb) All specials shall be distributed as they are received even in cases of advance bookings where possible.
- (cc) All rates shall be set by the Company in accordance with the customer requirements.
- (dd) All rates of remuneration to the driver will be set by the company from time to time.

HIRE CAR REQUIREMENTS FOR DRIVERS AND CARS

11.2 VEHICLE (TAXICAB) REQUIREMENTS

The taxicab vehicle must be:

- (a) A luxury full size car.
- (b) Either dark blue or black.
- (c) Free from rust and damages.
- (d) Spotless clean outside at all times including interior and trunk compartments.
- (e) In excellent mechanical condition at all times permitting the vehicle to be able to do out of town work when required.
- (f) Air-conditioned.

The hire car vehicle must be equipped with the above listed equipment which must be

- 12.1 There shall be no personalization of fares derived through the Dispatch System and/or Accounts associated with Taxitab.**

SCHEDULE "D"

DEBIT AND CREDIT CARD POLICY & PROCEDURES

Due to the increased use of fraudulent Credit Cards by customers in taxicabs, the following procedures have been developed to protect drivers from falling victim to Credit card fraud. When accepting Credit cards, the following rules must be followed:

DRIVERS MUST ACCEPT ALL COMPANY APPROVED CHARGES OR CREDIT CARD

(1) AUTHORIZATION OF ALL DEBIT AND CREDIT CARDS:

ALL Debit and Credit Card slips must be authorized, regardless of amount. Verification is generally done after the fare is completed, but verification of an estimated or known amount can be done prior to the completion of the trip, if:

- ❑ The destination is beyond the radio coverage area;
- ❑ **The driver has reason(s) to suspect the validity of the card.**

INFORMATION REQUIRED FOR ACCEPTANCE OF DEBIT AND/OR CREDIT CARD SLIP

The completed Debit and Credit Card slips **must contain all** the following information:

- (a) Vehicle Number (pre-printed on POS slip)
- (b) Driver's ID Number and Initials;
- (c) Amount of the fare, and gratuity (if applicable);
- (d) Authorization number (Pre-printed on POS slip)
- (e) Date of the fare (Pre-printed on POS slip)
- (f) Customer's name and Credit card number complete (pre-printed on POS Slip)
- (g) Customer's signature clearly written (Credit Card only) marked TRANSACTION COPY. We will accept the CUSTOMER COPY as long as it has the customer's signature. Debit POS slips are to be submitted marked TRANSACTION COPY, NO SIGNATURE IS REQUIRED.

SHOULD A DEBIT OR CREDIT CARD SLIP BE DISPUTED BY THE CUSTOMER, THEIR BANK OR OTHER FINANCIAL INSTITUTION THE COMPANY WILL INVESTIGATE. IF SUCH INVESTIGATION PROVES FRAUD OR ERROR BY THE DRIVER, THE DRIVER WILL BE CHARGED BACK FOR THE FULL AMOUNT OF THE CHARGE.

SHOULD A CUSTOMER AND/OR DRIVER REPORT THAT THE CHARGE HAS BEEN APPROVED MORE THAN ONCE THE COMPANY WILL INVESTIGATE. THE COMPANY DOES NOT ALLOW ANY REFUNDS IN THE TAXICAB. THE COMPANY PUBLISHES A TOLL FREE NUMBER FOR CUSTOMERS OR DRIVERS TO CALL WITH ANY CONCERNS ABOUT

A TRANSACTION. IF A CUSTOMER HAS BEEN CHARGED MORE THAN A ONCE OR FOR THE INCORRECT AMOUNT THE FOLLOWING PROCEDURES APPLY:

CREDIT CARD **THE COMPANY WILL VERIFY THAT THE CUSTOMER WAS CHARGED MULTIPLE TIMES AND ISSUE A REFUND AS NECESSARY. COMPANY WILL SEND A COPY TO THE CUSTOMER**

DEBIT CARD **THE COMPANY WILL VERIFY THAT THE CUSTOMER WAS CHARGED MULTIPLE TIMES AND ISSUE A CHEQUE REFUND AS NECESSARY. COMPANY WILL SEND A COPY TO THE CUSTOMER.**

IF THE DRIVER HAS OVERCHARGED THE CUSTOMER AND HAS BEEN PAID THE INCORRECT AMOUNT, THE COMPANY WILL ADJUST THE DRIVER'S ACCOUNT AND PROVIDE A RECEIPT.

- (2) Hand written Credit Cards will not be accepted. All Credit Cards must be passed through an imprinter showing the Blue Line Taxi Co. Ltd. name and Merchant number.
- (3) The only Credit Cards accepted by Blue Line Taxi Co. Ltd. are:
 - i. VISA
 - ii. MASTERCARD
 - iii. AMERICAN EXPRESS
 - iv. DINERS CLUB-ENROUTE

CHECK LIST

a) Expiry Date

Ensure the card is valid. Check to be sure that the Card is not being used beyond the expiry date printed on the card. If the card is expired, refuse to accept it.

b) Altered Cards

Check to see if the card has been noticeably altered in any way. If it has been, refuse to accept it.

c) Card holder's name and signature

Check that the signature on the Credit Card slip is the same name printed on the card. At the same time, check that the signature is the same as the signature on the rear of the card.

If in doubt, ask to see some other form of identification (preferably one with a picture and signature) that ensures that the person using the card is who they say they are.

d) Amount of fare, and gratuity (if applicable)

The amount of the Debit or Credit card slip must be equal to the amount of the fare and the gratuity (where applicable). Each amount should be entered in their respective places and only by the customer unless otherwise directed. In the case

of a DEBIT CARD customer must always enter their PIN NUMBER to authorize the card.

CAUTIONS

- a. Credit Cards are identified by the VISA, MASTERCARD, AMERICAN EXPRESS, OR DINERS CLUB-ENROUTE symbols. Only Cards with these symbols will be accepted.
- b. Credit Cards will have a holographic image on the face of the card.
- c. Point of Sale is only to be used for actual taxi fares.

CASH ADVANCES

No cash advances in the taxicab are permitted. **Debit and Credit Cards must only be used, in the taxicab, for paying for an actual fare.** Anyone, using a Debit or Credit Card in a taxicab to obtain cash advance, is most likely using a stolen or fraudulent card

OUT OF TOWN FARES

For the driver's protection, it is suggested that for fares going "out of town" and the customer wishes to pay by Credit Card, the driver can use the Pre-Authorization feature on the POS unit. This cannot be done with a Debit Card. Pre-authorizing allows the driver to print the slip, customer enters the tips and signs the slip. The driver later closes the sale, enters the tip and finalizes the sale. A slip will print in both cases. The driver keeps both slips for cashiering purposes.

BATCH CLOSING:

Drivers must close transactions in the terminals at the end of their shift.

A Batch Close report will print and list the details of the transactions in the terminals. This Batch close cannot be reprinted, drivers must hold onto them. Attach the slips to the Batch Close and bring to the Cashier. The Cashier will verify the attached slips are on the batch close and proceed to pay or credit the driver assuming all slips are authorized and complete (as discussed above).

The following circumstances regarding Batch Closes will apply:

- 1) Batch Close with All Debit and Credit Card slips – Driver will be paid or credited at time of presentation
- 2) Batch Close – No Debit Slips,– If the batch close shows a Debit Slip, and the driver has misplaced or lost the slip, the driver must fill out an incident report form at the Driver Admin window. On completion of the research, and should the research show that the slip has not been

redeemed previously, the driver's account will be credited in due course. Drivers should turn in Debit Slips as a rule in order that the Company can provide such copy to the Customer in the event of a dispute.

- 3) **Batch Close No Credit Card Slip. No slip, No payment.**
The Company will not pay/or credit a driver's account without a signed credit card slip
- 4) Management will need **72 hours** (three business days) from the date of Incident Report to investigate the transaction has been settled in the POS unit.
- 5) Providing Management that confirms the transaction is complete, the slips will be credited to the Driver's account and a receipt will be printed. The receipt will be kept at the Cashiering area for the driver to pick up.
- 6) If the Driver experiences a problem with the Batch Close or operation of the unit, the Driver is to bring unit to the office during normal business hours. Management will investigate the issue and call Driver to re-issue the unit.

Any driver attempting to defraud a customer by processing a debit or credit slip more than once, will be terminated.

SCHEDULE “E”/ STOLEN FARE POLICY

Whenever the Dispatch Supervisor receives a complaint that a fare, either dispatched to the complainant or from within the same block of a taxi stand/concession on which the complainant is parked, has been stolen and the identification of the accused is made known, the Supervisor shall:

- (a) bring the **accused** to voice and notify him/her of the allegations;
- (b) **Where applicable, inform the complainant that the accused wishes to challenge the allegations, and the date and time of the hearing shall be known to both parties;**
- (c) **A failure of either party to attend the hearing will result in an additional fine of twenty dollars (\$20.00) to be paid within sixty (60) minutes of the conclusion of the hearing or a suspension of the absent party until payment is received;**
- (d) inform the accused of the available options:
 - (i) arrange for repayment of the fare in its entirety to a minimum of **twenty dollars (\$20.00)** to the complainant, a Union representative, or the Company on behalf of the complainant within **sixty (60) minutes**; or
 - (ii) if the allegation is being denied and the accused wishes to refute it, **twenty dollars (\$20.00)** must be deposited at the dispatch office within **sixty (60) minutes** with a notification to the Dispatch Supervisor that the allegation is being challenged.

Where the accused fails to respond to two (2) ‘voice’ messages or refuses to comply with (c), the accused shall have dispatch services suspended until in compliance or the Company receives instructions from a Union representative to do otherwise.

The penalty for a wrongful accusation is the payment of twenty dollars (\$20.00) to the accused by the accuser in addition to the return of the accused’s deposited payment.

It is understood and agreed that the action(s) of the Dispatch Supervisor(s) in the compliance of this Policy is not to be construed as a determination of who is the guilty party. In all disputes, regarding stolen fares, the Committee shall make the final determination with respect to guilt.

Letter of Understanding

TAXISAM

The Company agrees that, during the life of this collective agreement, it shall not introduce or implement TAXISAMM and that there shall be no connection of the mobile dispatch terminal (MDT) to the meter. The Company further agrees that, during the life of this collective agreement, it will not introduce or implement a global positioning system (GPS), unless obligated by law.

LETTER OF UNDERSTANDING

TAXITAB

The Company will introduce a Universal card called Taxitab before the end of this year to commence operations no earlier than 2006.

The Company will discuss with the Union the merits of Taxitab and its use by the Ottawa Division of Blue Line Taxis (working together with use of vouchers), in particular the manner and procedures of the use of that system.

The Company will hold several focus group discussions with groups of Drivers to permit Drivers to make an informed judgment on the issues, and advantages related to Taxitab. The Company will actively seek positive solutions to Driver concerns.

The Company will then offer a proposal on use of this system. The proposal will either be accepted or rejected by the Union no later than one month following the Company's proposal.

If the proposals are not accepted or not recommended by the Union, the Company will have the opportunity to have a supervised driver vote, in accordance with the Ministry of Labour guidelines. If approved, the Collective Agreement will be deemed to be amended as per the Company proposal.

LETTER OF UNDERSTANDING

The company agrees to cause certain steps to be taken in order to improve the taxi stand situation in the east part of the city during the term of this Collective Agreement.

These steps will include the following:

- Securing Elmvale Shopping Centre
- Securing a location east of St-Laurent

The Company also agrees to consider any and all reasonable and constructive suggestions for the ongoing development and improvement of the business, including but not limited to suggestions regarding advertizing and other opportunities.

Dated this 3rd day of September 2008

COMPANY

UNION

LETTER OF UNDERSTANDING

The parties agree that the Company, for the life of this Collective Agreement, shall have its Administration staff properly trained in dealing with its customers in a professional and respectful manner.

It is further understood that such staff shall be given sensitivity training within three (3) months from ratification of this Collective Agreement.

If at any time during the aforementioned period, the Union is made aware of any unprofessional conduct of its Administration staff, the matter is to be brought to the immediate attention of the Company for investigation and verification. If the complaint is deemed justifiable, the Company agrees to take whatever appropriate measures it deems necessary to preclude recurrence.

Dated this 4th, day of September 2008

COMPANY

UNION
