

# COLLECTIVE AGREEMENT

BETWEEN



**COVENTRY**  
CONNECTIONS INC.

**ZipTrack**

**Taxitab**

(C.O.B. AS BLUE LINE TAXI)  
(COLLECTIVELY REFERRED TO AS THE “COMPANY”,  
MEMBERS OF THE OWNERS GROUP  
{COLLECTIVELY REFERRED TO AS THE “OWNERS GROUP”})

AND



AUGUST 14<sup>TH</sup>, 2015 TO AUGUST 13<sup>TH</sup>, 2016

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# COLLECTIVE AGREEMENT

between

**ZIPTRACK LTD., TAXITAB 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

**UNIFOR CANADA AND ITS LOCAL 1688**

(Hereinafter referred to as the “Union”)

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## **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  
UNIFOR and its LOCAL 1688 (hereinafter termed the “Union”)

-and-

Ziptrack Ltd. Taxitab, 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 City of Ottawa (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 **in accordance with Article 27.01(a)**.
- 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, except a driver who has previously driven under the roof sign and has been away less than five (5) years, must:
    - (i) Be trained in and understand the Taxitab account and cashiering system,
    - (ii) Attend a 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, **POS operations**, two-way radio communication practices and a general familiarization with the Blue Line Taxis work environment,
    - (iii) Read, accept, and sign a receipt for, a copy of the Coventry Harassment Policy, Workplace Violence Policy and **Point of Sale (POS) training**.
  - (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 seventy-five dollars (\$75.00) plus HST for the training.

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

- (i) Coventry agrees to conduct the training weekly, if requested,

- (ii) Training will be administered to a maximum of five (5) prospective drivers per week,
- (iii) Coventry shall provide access to the Union to any training results,
- (iv) Coventry agrees that, should any person providing 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
- (v) 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 training, either directly or indirectly, where the objective of such payment or favour is obtaining preferential treatment in respect of the training, such person shall be permanently struck from the list of prospective drivers, provided the allegations are properly proved.

#### 4.13 Limitation to Two Drivers

Each of the parties to this Agreement agrees that, effective as of ratification, each taxi operating in the Ottawa Division of Blue Line Taxi shall have a principal driver and may have a maximum of two (2) other drivers associated with that vehicle.

### **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 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 or any Company personnel shall operate a sedan limousine business or shuttle service.
- 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 forgoing 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.
- 7.04 Drivers, while working under the Company's roof sign, shall not solicit taxi fares or taxi business from customers or potential customers on behalf of anyone other than the Company.**

**Drivers cannot be associated with any other fleet/dispatch system(s) other than the Company's fleet under which they are registered.**



**The Parties agree that the penalty for drivers found to be in violation of this article is termination. An Arbitrator shall not have the power to alter or modify the penalty imposed under this clause.**

#### **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 Union Representative, 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 Union Representative 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 written request(s) by the Union to a maximum of ten (10) times per month, and subject to Company approval, the Company agrees to broadcast message(s) to all drivers across the dispatch system to a maximum of once per hour basis. Such message(s) to be restricted to concerns of current driver(s) and/or their immediate family member(s) and shall not be of a Political and/or Racial nature. The Company agrees that its approval shall not be unreasonably withheld. The Union agrees to appoint two (2) representatives to relay such information to the Company.
- 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 withheld prior, to 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 Owners Group shall provide the driver and the Union with written notice(s) of any discipline taken against a driver or the bargaining unit within thirty (30) business days of the incident giving rise to the discipline, except for credit/debit card and/or taxi chit fraud which shall be within sixty (60) business days of the incident giving rise to the

discipline, or the penalty shall be null and void; and further, 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 and/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.

- 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: 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 Subject to Article 12.05, fares, originating in the City of Ottawa and Municipalities east, west, north and south, and **subject to the By-Laws of such** and called in through the phone number 613-238-1111, shall be dispatched to Ottawa licensed Blue Line Taxis appropriately booked **within such Municipalities.**
- 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 **with the exception of request(s) for accessible taxi service that cannot be fulfilled by a Blue Line vehicle within the mandated time frame:**

- (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;

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. Township of Rockland.

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 All calls placed through **Blue Line Taxi** phone number 613-238-1111 and any other currently associated phone number, or sent to the Company by e-mail, IVR, **APP Booking** or any other web-based application shall be dispatched only to licensed taxicabs operating under the Company roof sign in a manner which does not conflict with the provisions of this Collective Agreement.

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 business in an efficient and expeditious manner. The Company agrees that there will **be a minimum of five (5) call-takers plus UDI (to a minimum of 8 ports)** during peak hours, except for statutory holiday(s). Peak hours shall be defined as follows:

- i. **During the months of September to May:**

07:00 to 09:00	Mondays to Fridays
15:00 to 18:00	Mondays to Fridays
22:30 to 03:00	Fridays to Saturdays
  
- ii. **During the months of June to August except for statutory holiday(s): The Company agrees that there will be a minimum of four (4) call-takers plus UDI (to a minimum of 8 ports) during peak hours. Peak hours shall be defined as:**

07:00 to 09:00	Mondays to Fridays
15:00 to 18:00	Mondays to Fridays
22:30 to 03:00	Fridays and Saturdays
  
- iii. **For: St. Patrick's Day, Canada Day, Halloween Day, and New Year's Eve**

Six (6) call-takers plus UDI	18:00 to 04:00
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- iv. **Christmas Day, New Year's Day, Good Friday, and Easter Monday are exempt from the above.**

**At all other times during the months of September to May, there shall be a minimum of three (3) call-takers plus UDI (to a minimum of 8 ports) on Saturday, Sunday and Monday and a minimum of four (4) call-takers plus UDI (to a minimum of 8 ports) on Tuesday, Wednesday, Thursday and Friday. During the months of June to August, there shall be a minimum of three (3) call-takers plus UDI (to a minimum of 8 ports).**

**Failure to comply with this article will result in a penalty in the amount of two thousand five hundred dollars (\$2,500.00) per incident.**

- 12.16 Customers may request that his/her call not be answered by an automated answering system. The Company shall make all necessary inquiries to have the UDI system to permit a customer to have the immediate option to speak to a call-taker.
  
- 12.17 The Company shall ensure that no derogatory remarks or profane language is directed by the dispatchers and phone staff to **drivers and vice-versa**.
  
- 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 **any** 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) **Written warning, but driver must attend meeting on first offence. Should the driver choose not to attend, then 2<sup>nd</sup> offence penalty would apply.**
- (ii) **2<sup>nd</sup> Offence** A fine of \$25.00 will be imposed and collected by way of the driver's account
- (iii) **3<sup>rd</sup> Offence** A fine of \$50.00 will be imposed and collected by way of the driver's account
- (iv) **4<sup>th</sup> Offence** A fine of \$100.00 will be imposed and collected by way of the driver's account
- (v) **5<sup>th</sup> Offence** \$250.00

Monies collected shall be used to appease dissatisfied customers and to advertise the Blue Line Ottawa Division business. **A committee of equal number of Union and Company personnel shall decide on the method of how monies collected is used to appease dissatisfied customers.**

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 **Recording System**, and continue its practice of making it available to the Union **for issues dealing with discipline and grievance disputes.**

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 Drivers wishing to "hold" their position for sixty (60) minutes in the line-up while they are out of their vehicle may do so by booking 999. On their return to the vehicle, they can return to the line-up by booking "Update and Send.**

**Local calls**

**Grocery calls originating from established grocery chains.**

**Bids:**

**As per list attached Appendix 1:**

**App Fare Abuse**

- **1<sup>st</sup> Offence 1 day (shifts) suspension for the vehicle;**
- **2<sup>nd</sup> Offence 3 days (shifts) suspension for the vehicle;**
- **3<sup>rd</sup> Offence 7 days (shifts) suspension for the vehicle**

**12.25 Provided where the driver has first availed himself of the “Call-Out” feature and is unable to find his customer, the Company agrees that dispatch staff shall accommodate request to call customers as follows:**

- (i) On time calls where the driver is unable to locate his passenger;**
- (ii) Between 22:30 and 06:30 at addresses located in areas known to be prone to violence;**
- (iii) Out of town fares;**

**NOTE: In case a driver complains about an incomplete address or no ring number, the dispatcher shall contact the customer immediately.**

**12.26 (a) The Company shall assign a Team Leader to be available to deal with the following:**

- i) Staffing Issues**
- ii) Dispatching Issues**
- iii) System Issues**
- iv) Unexpected or ‘out of the ordinary’ issues.**

**(b) In case a driver is sent to a wrong address or two (2) vehicles are sent to the same address instead of one (1) vehicle to stands thirty-one (31), forty-one (41), forty-two (42), forty-five (45), forty-six (46), sixty-six (66) the driver should be compensated thirty dollars (\$30.00).**

**12.27 Where the Company becomes aware that a corporate customer account or taxi stand may be seeking an alternative transportation service, the Company will advise the Union in writing. The Company and Union shall work jointly to convince the corporate customer or concessionaire to maintain such account or taxi stand.**

### **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>(b) MONDAY - FRIDAY</b>	<b>8:00 AM TO 6:00 PM</b>
<b>SATURDAY</b>	<b>2:00 PM TO 6:00 PM</b>
<b>SUNDAYS</b>	<b>2:00PM TO 6:00 PM</b>

**(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 center 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.
- (b) Subject to the property owner/administration granting the Company permission, the Company shall have a taxi stand and ‘Direct line’ installed at 700 Montreal Rd.**
- 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.
- Attribute calls, when not accepted, to be dispatched as Local calls to the first car booked (except cats and/or dogs).
- At all times in the transportation of customers the meter must be turned on except for Out-of-Town fares.**
- Within sixty (60) days of ratification, “Lobby” calls shall be dispatched as “fare waiting in lobby”. Where a driver rejects the fare he would be able to retain his position. Drivers accepting such fares will not be entitled to a ‘no show’.**
- 13.04 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 lineup should be the same as the computer operation.
- 13.05 The minimum charge for the delivery of a parcel shall be metered in accordance with the Municipal Bi-Laws.

- 13.06 The Company agrees that all calls or trips shall be masked by "Fare Waiting" for the duration of this agreement.
- 13.07 General Messages to be appropriately spaced.
- 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 It is agreed that where a call is placed through a "Long Distance" phone number, the Company agrees to have a means to call that customer should the need arise, and subject further on the Union agreeing to the use of the GPS System which would afford the driver the "Call-Out" feature.
- 13.11 The Company agrees **not** to send dispatch calls to taxi stands/concessions. Fleet messages will be sent until the fare is covered **except for fares ordered through APP Booking or any other web-based application.**

**NOTE:**

**The Company and the Union agree to address the parameter for each taxi stand/concession that will eliminate fares ordered through APP Booking or any other web-based application from being dispatched to stand/concession(s).**

- 13.12 (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.
- 13.13 There shall be no matching of call for the duration of this agreement.
- 13.14 The Company shall ensure that no calls, trips or parcels are dispatched on voice except where provided in this agreement.
- 13.15 The lead time on time calls shall be the same as the response time on that stand.
- 13.16 (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.

(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 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 during his scheduled hours of ParaTranspo operation.
11. **The Company agrees to secure ParaTranspo business for sedan Blue Line Taxis.**
12. **The Company shall not permit any ParaTranspo drivers to book regular taxi fare(s), until he/she finishes their last ParaTranspo assigned fare.**
13. **Accessible taxi driver reporting a no show at a taxi stand should be put back in his or her original relative queue position.**
14. **The Parties agree to the establishment of a Committee to examine a "Rotation System" for Para-Transpo runs.**

#### **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 **suspended**. The Owners Group shall not be liable for losses incurred by the employee's **suspension** 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. **The Company reserves the right to suspend the affected vehicle/driver until the object is returned following the twenty-four (24) hour time frame.**
- 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

- 15.05 The Company will move the Blue Line fleet from PMR (radio dispatch) to PDN (data dispatch).**

## **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.
- (xi) HST registration number**
- (xii) Radio License (renewal).**

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 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 agree to host an annual Safety Banquet for drivers and their families during the month of December. 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:

New Year's Day	<b>Family Day</b>
Good Friday	Civic Holiday
Canada Day	Labour Day
Thanksgiving Day	Christmas Day
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, except for when time off is taken on a daily basis.

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

**Where a driver has applied for time-off and the vehicle is found to have worked during that period, the driver shall not be entitled to any credit for the time-off applied for and the entire time-off applied for is deemed to have been used.**

- 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 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.
- 21.12 The parties agree that single plate owner and single plate lessee shall grant their drivers two (2) weeks' time-off without fees on completion of one (1) year of service. Should an 'absentee-owner' refuse to honour this agreement, the Company reserves the right to remove the plate from the Blue Line fleet.**

## **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 fully operational computer;
- (5) A usable spare tire;
- (6) A tire tool;
- (7) A jack;
- (8) An electric rear window defroster, on replacement of vehicle;
- (9) Company's business and receipt cards;
- (10) Block heater if requested and necessary;
- (11) 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.

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.

1. For the exclusive purpose of Article 23.03, the term “driver” shall include all individuals properly registered with the Company to operate a taxicab registered and operating under the Blue Line roof sign.
2. For the exclusive purpose of Article 23.03 the term “driver” shall include all properly registered and insured single plate owners driving under the Blue Line roof sign.
3. For the purpose of establishing a procedure for verifying the status of drivers falling within the scope of clause 1 and 2 above, the parties shall rely on whether these said drivers are properly insured to driver a taxicab vehicle under the Blue Line roof sign. Therefore to be eligible to receive the benefit of article 23.03, a driver must fall within the scope of clause 1 or 2 above and must be a registered insured to drive a taxicab vehicle operating under the Blue Line roof sign.
4. Verification of being registered insured to driver a taxicab vehicle under the Blue Line roof sign shall be done by the Company by accessing its insurance records if the driver is insured through the Company’s internal procedure. If not, the owner of the vehicle shall immediately provide the required authorization to the Company to contact his insurance company and to be provided access to the necessary records/information.
5. By exception, a driver shall maintain his right to the benefit of Article 23.03 even if he is not a registered insured to drive a taxicab vehicle operating under the Blue Line roof sign, if he is properly on leave in accordance with the Collective Agreement and written authorization of said leave is provided to the Company. Once the leave expires, the right to the benefit of Article 23.03 also expires.
6. Where a driver is removed, through a signed notification to the Company, by the account holder of the vehicle to which that driver was formally registered and is not registered to another vehicle, the right to the benefit of article 23.03 also expires.

#### **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) A M.O.G, or the Estate of any MOG reserves the right to dispose of the plate(s) at any time in the following manner:
  - (i) 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 one hundred and ten thousand dollars (\$110,000.00) 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 **for twelve (12) months following the date of ratification** 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 **Unifor**.

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.

**All rents and fees are subject to HST.**

**Effective August, 1, 2015. For clarity, all rents and fees shall be retroactive to August 1, 2015.**

- (a) Stand Rent **\$415.00**
- (b) Plate Rent **\$750.00 (See note below)**
- (c) 24 hour daily car rental **\$95.00**
- (d) 12 hour daily car rental **\$60.00**
- (e) 24 hour accessible van **\$100.00**

Rental on Para

- (f) 24 hour accessible van **\$95.00**

Rental non Para

- (g) POS **N/C**

(h) There shall be a \$3.00 monthly insurance charge for the POS machines and the charger. This coverage is for normal use and does not cover abuse. The Company agrees to supply each account holder with a maximum of twenty-four (24) rolls per year at no charge. **All cars must have installed a Company supplied POS machine. The Company shall endeavour to make available a wireless POS machine. In the event the Company makes available a wireless POS machine, each car having received same shall pay the Company the cost of the power inverter.**

**In addition to having a Company supplied POS machine, drivers have the option to use a POS machine of their choice.**

**NOTE**

**For the months of August, September and October 2015 only, plate rent shall be \$700.00 plus HST.**



### **Debit Card, Private Label Cards, Taxitab Card and/or Student Cards:**

All transactions are subject to the \$1.50 charge. If the customer refuses, they must use another form of payment. This is regulated in the City of Ottawa By-Law. The \$1.50 charge is prompted by the point of sale unit automatically. **The driver receives \$1.00 of the \$1.50 for every transaction. The Company would receive \$0.50.**

### **Credit Card:**

All transactions are subject to the \$1.50 charge. If the customer refuses, they must use another form of payment. This is regulated in the City of Ottawa By-Law. Drivers shall pay a fee of four percent (4.0%) of all Card charges that they redeem (gratuities excluded).

## **27.03 Late Payments and Suspensions**

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

**The Company agrees that vehicle suspensions for account holders owing on hundred dollars (\$100.00) or more will take place on the morning of the sixth (6<sup>th</sup>) business day of each month. It is further agreed that non-account drivers(s) may cash their charges when the vehicle is suspended.**

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 **and for driver administration purposes** shall be from 8:30 a.m. until 4:00 p.m., except Saturday, Sunday and Statutory Holidays.

**The Company will ensure that there is a minimum of five (5) cashiers during the first five (5) business days of each month.**

Drivers shall pay a fee of **four percent (4.0%)** 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:

- (i) **First Offence**      **\$1000.00 donation to a charity of his choice**
- (ii) **Second 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 **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 aerals and computer terminals.)
- 28.07 The Owners Group agrees to provide the union with the rules governing the stands controlled by concession agreements **and subject to periodic review.**
- 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 (a) 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.
- (b) The Local President **and Unit Chairperson** shall be entitled to review information relative to specific call(s), specific zone(s) and time periods. The review of such information will be available within twenty-four (24) hours from the time the request was made except for Saturdays, Sundays and Statutory Holidays. Information relative to customer's addresses and phone numbers shall not be made available.
- 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.
- 28.14 Upon written request from the Unit Chair, the Company shall permit the Unit Chair and/or another Unit Executive to review used taxi chits for a period of time chosen by the Union. The Company shall provide, if such chits are still in the possession of the Company, access to such used taxi chits for the period specified in the written request within a period of two (2) weeks of receipt of same.**

**All charges presented to the Company must be accompanied by an adding machine tape or list indicating all charges and the total of all charges. The charges must be presented to the cashier separated into the following groups:**

<b>Credit card receipts</b>	<b>Government charges</b>
<b>Debit card receipts</b>	<b>Voice charges</b>
<b>Company cards</b>	<b>Para coupons</b>
<b>Company charges</b>	

- 28.15 The Company reserves the right to have Road Supervisors/Inspectors whose duties shall include, but shall not be limited to:**
- **Vehicle cleanliness/appearance;**
  - **Concession(s) compliance;**

- **Driver/customer disputes**

**28.16 Under no circumstance should the Company provide any drivers' personal information without a court order.**

**28.17 Unhappy customers will be provided with a letter of apology along with a generous coupon from monies collected as described in Article 12.19 (v).**

**28.18 Within one month of ratification of this agreement, all Blue Line customer receipts shall include the following: We provide battery boost for \$25.00. As a condition of providing boosts, a driver shall be required to execute the following: Drivers' Indemnification for Doing Boost.**

**Drivers' Indemnification for doing boost.**

**I, \_\_\_\_\_, by entering into this Agreement, agree to indemnify, protect and hold harmless Blue Line Taxi and the Owners Group, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents, from any and all claims, demands, damages, suits, losses, liabilities, expenses (including attorneys' fees and costs), and causes of action arising directly or indirectly from out of or in connection with:**

- (a) My actions (or omissions) arising from the performance of service(s) under this Agreement, including personal injury or death to any person(s) including myself;**
- (b) Liability for any civil action(s);**
- (c) Any liability arising from my failure to comply with the terms of this Agreement, including with respect to payment of, benefits or expenses due; and**
- (d) My use (or misuse) of the Service;**
- (e) I understand that I am not allowed to boost with any Company owned taxicab.**

**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.**

## **ARTICLE 30: ADVERTISING**

30.01 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
- (a) (ii) Pinecrest Shopping Centre
- (b) The Company shall spend the following amounts to advertise and promote:  
1st year of collective agreement - \$10,000.00
- (c) **The Company shall seek advertising to be placed on or in taxicabs. It is agreed that such advertising will not be discriminatory or in poor taste.**

**Note: SPO and SPL are entitled to refuse any advertising in their taxicabs.**

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

30.02 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 31: EDUCATION FUND**

31.01 The Owners Group agrees to pay into a special fund nine thousand dollars (\$9000.00) per contract year for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee skills in all aspects of trade union functions. Such monies to be paid in June of each contract year into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the company to the following address: CAW Paid Education Leave Program, CAW Canada, 205 Placer Court, Toronto, ON M2H 3H9.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without fees for class time, plus travel time where necessary. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

**The Company finally agrees to provide documentation to the PEL Program regarding the number of workers and total hours worked with each payment.** This information will also be forwarded to the Chairperson of the **Unifor** bargaining unit.



**SCHEDULE "A" - THE OWNERS GROUP**

COVENTRY CONNECTIONS INC.			455 COVENTRY RD	746-8740
HANIF PATNI			OTTAWA, K1K 2C5	
JULIAN TAXI	<b>(26)</b>	JULIAN SZIRTES	11 BENTLEY AVE	727-0166
			NEPEAN, K2E 6T7	
OTTAWA TAXI	<b>(25)</b>	COURTNEY J. FRANCIS	455 COVENTRY RD	746-8740
GKS TAXI	<b>(21)</b>	COURTNEY J. FRANCIS	OTTAWA, K1K 2C5	
VIAU TAXI	<b>(13)</b>	ROGER VIAU	455 COVENTRY RD	863-1426
			OTTAWA, K1K 2C5	
RAY FATHI	<b>(13)</b>	HELEN FATHI	3 ASPEN GROVE	828-2838
			NEPEAN, K2H 8Z9	
JOSEPH KRAMER	<b>(8)</b>	MARGIE KRAMER	455 COVENTRY RD.	746-8740
			OTTAWA, K1K 2C5	
A. COPELLI	<b>(4)</b>	SANO COPELLI	84 MEADOWLANDS DR.	225-3888
			OTTAWA, K2G 2R8	
Y. YADOLLAHI	<b>(4)</b>	MIKE YADOLLAHI	292 BILLINGS AVE.	232-9927
			OTTAWA, K1M 5L3	
P. DENIS	<b>(3)</b>	MADELINE DENIS	1599 LASSITER TERR	749-0170
			OTTAWA, K1J 8R6	
W. AWADA	<b>(3)</b>	WAFICA AWADA	53 RIDEAU HEIGHTS	228-0401
			NEPEAN, K2E 7A7	
R. LEFEBVRE	<b>(2)</b>	ROCH LEFEBVRE	7928 FLEWELLYN DR.	253-8490
			ASHTON, K0A 1B0	
M.AWADA	<b>(2)</b>	M AWADA	57 RAJ TERRACE	228-0401
			OTTAWA, K1G 4T6	
M. ALKADRI	<b>(2)</b>	M. ALKADRI	123 CAROLINE AVE	794-9073
			OTTAWA, K1Y 0T1	
B. SINGH	<b>(2)</b>	B. SINGH	9 GRENADIER WAY	224-6306
			NEPEAN, K2J 4L3	
W. EL-KHOURY	<b>(2)</b>	T. EL-KHOURY	2-906 WATSON AVE	
			OTTAWA, K2B 6B9	



SURJIT WALIA	<b>(3)</b>	SURJIT WALIA	1344 KITCHENER. OTTAWA, K1G 3V8	853-2006
K. SINGH	<b>(2)</b>	K. SINGH	1883 AVE EPINETTEES GLOUCESTER, K1C 6N7	830-7552
JAG DHANOA	<b>(2)</b>	J DHANOA	19 HALLEY ST OTTAWA, K2J 3W6	825-2839
ONKAR, PARMAR	<b>(2)</b>	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 day

This 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. **The cost for yearly activity reports shall be fifty dollars (\$25.00) for each year.**
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. **See Company Policy**

- 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 **and POS operation.**
- 2.18 Failure to come to voice after 2 requests by dispatch supervisor will result in driver being **suspended** in the computer.

2.19 All vehicles must have proper radio licenses for the radio and frequency in car at all times.

2.20 **Driver's Booked off for "No-Activity"**

It is agreed that Drivers **will be** booked off for "No Activity" **after** one hundred and twenty (120) minutes of **inactivity on the MDT.**

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 **applicable** City of Ottawa By-Law smoking is not permitted in **the** taxicab by **the** driver when transporting a 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. Driver's signature/ **(initials)** 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, **driver-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) **4.2(f)** Drivers, **Company**, 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 **Companies or other taxicab** company drivers. Violation of this rule shall result in the following fines:

1st offence	-	<b>\$1,000.00 per chit</b>
2nd offence	-	<b>\$5,000.00 per chit</b>

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.
- 7.7 **All newly added vehicles are to be free of window tinting for the life of the vehicle under the Blue Line roof sign.**

## 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.



- 9.1 All elderly and **challenged** customers are to be assisted in and out of taxicab at all times.
10. ALL DRIVERS ARE ADVISED THAT IT IS AGAINST THE LAW AND BLUE LINE TAXI POLICY TO REFUSE **SERVICE ANIMALS** 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 visually impaired passengers, whether or not they use a **service animal**.

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 **visually impaired** person accompanied by a **service animal**.

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.

#### SERVICE ANIMALS AND TAXI SERVICES

Many **challenged individuals** are physically dependent on **service** 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 **service** animals.

Accommodation of these individuals necessitates that they be permitted to take their **service** 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 **visually impaired** person, with or without a **service** animal, is refused services by any BLUE LINE TAXI driver, such actions will result in fines to the driver and other disciplinary action, including 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 sightseeing.
- (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**

**THE COMPANY AGREES NOT TO ADJUST OR DEBIT ANY DRIVER'S ACCOUNT WITHOUT AUTHORIZATION FROM THE DRIVER.**

### **DRIVERS MUST ACCEPT ALL COMPANY APPROVED CHARGES, CREDIT AND DEBIT CARDS**

DRIVERS MUST HAVE A POINT OF SALE UNIT AND A MANUAL IMPRINTER PER CURRENT BY-LAW CITY OF OTTAWA.

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:

CREDIT AND DEBIT CARDS –The following rules must be followed:

#### **(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 FOR PAYMENT:**

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.

### **DISPUTES BY CUSTOMERS:**

**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. Drivers can voice a transaction. A Void can only be done in the presence of the customer as the card (or debit or credit) must be present. The driver can then re-swipe the card for the correct amount. 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 once or for the incorrect amount the following procedures apply:

**CREDIT CARD:**

The Company will verify that the customer was charged multiple times or has been over charged and issue a refund as necessary. The Company will send a copy to the customer upon request. All refunds are processed on a Point of Sale unit or Virtual Merchant (on-line). The Company may contact the driver to determine the validity of the customer's details.

**DEBIT CARD:**

The Company will verify that the customer was charged multiple times or has been over charged and issue a cheque refund as necessary. The Company keeps a copy of the cheque issued.

**GENERAL INFORMATION/GUIDELINES**

1. If the driver has over charged the customer and has been paid the incorrect amount. The Company maintains a log in the event there is a dispute by the driver of the customer. If the driver reports the over charge that is logged on a Customer Incident Form which has a Control Number.
2. Hand written Credit Cards will not be accepted. All Credit Cards must be passed through a manual imprinter which clearly shows the full credit card number. If the credit card number is not clear, **it will not be accepted by the Company.**
3. The only Credit Cards accepted by Taxitab a division of Coventry Connections Inc., are:
  - i. VISA
  - ii. MASTERCARD
  - iii. AMERICAN EXPRESS

Note: Visa, Mastercard and American Express all issue prepaid Credit Cards these are all accepted.

4. Taxitabe, a Division of Coventry Connections accepts Debit Cards for Canadian Financial Institutions. Debit Cards for foreign banks may not work on the unit. Visa, Mastercard have

commenced issuing Debit Cards, these are all accepted. These cards are clearly marked on the face of the card with the Visa or Mastercard logos.

5. The following items are to be checked/verified by the driver upon presentation of a Credit Card (a to d), Debit Card (d only); **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 there is no signature on the rear of the card ask the customer to sign it as you are required to check this.

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. Drivers must remind the customer that the TIP field comes first followed by the PIN number.

e) **\$1.50 Surcharge**

**Debit Card: All transactions are subject to the \$1.50 charge. If the customer refuses, they must use another form of payment. This is regulated in the City of Ottawa By-Law. The \$1.50 charge is prompted by the point of sale unit automatically. The driver receives \$1.00 of the \$1.50 for every transaction.**

**Credit Card: All transactions are subject to the \$1.50 charge. If the customer refuses, they must use another form of payment. This is regulated in the City of Ottawa By-Law. The \$1.50 charge is not prompted by the point of sale unit automatically. The driver adds the \$1.50 to the metered amount and enters this total in the base amount field.**

6. **CAUTIONS**

a. Credit Cards are identified by the VISA, MASTERCARD or AMERICAN EXPRESS, 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.

7. 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.

8. 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, it is recommended that they authorize the fare at the beginning of the trip (dispatcher can give an estimated amount). If there is a difference, process this difference at the end of the trip. There is a pre-authorization feature available for Credit Card only on the Point of Sale unit. The Company can activate this on driver request, but the driver must be given correct training for this. There are several steps involved with a pre-authorization that must be followed before batch closing.

9. BATCH CLOSING:

Drivers must close transactions in the terminals at the end of their shift. Credit Card authorizations only remain in the terminal for five (5) days after that the processor closes them automatically. Drivers must batch close all credit cards no later than four (4) days in order for the items to appear on the batch close report.

Batch Close reports will print separately for Debit and Credit cards and list the details of the transactions in the terminals showing the card type and the last 4 digits of the card involved. 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 authorized and complete (as discussed above under (1) Authorized Procedures).

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 at a cashiering station.
- 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 will be paid or credited at the time of presentation at a cashiering station.
- 3) Batch Close No Credit Card Slip. No slip, No payment at time cashiering (Driver is to go to Driver Admin in this instance.). **The driver will provide details of the transaction including date, time and amount of fare. The Company will investigate and where the transaction can be verified, the driver will be paid.**

No Batch Close Report – if a driver has lost or misplaced Batch Close report, the Driver is to go straight to Driver Admin (not cashiering). The driver is to bring the receipts (if there is a credit card skip with no signature there is a separate procedure for this below) he has for which he has not batch close. Driver Admin will initiate a “Batch Close Incident Report” which has a control number for future reference. The procedure is as follows:

1. Driver Admin to photocopy all slips and write the control # from the Batch Close Incident Form on the photocopy and date the sheet. The Driver is to keep this in the event of a dispute or apparent non-payment in account.
2. Driver Admin will complete the top copy of the report, attach a copy of the slips. The driver will complete the bottom part of the report and sign it.
3. 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.
4. Providing management confirms the transaction is complete, the slips will be credited to the Driver's account and a receipt will be printed. A copy of the receipt is attached to the Batch Close Incident Report. The Control # from the Form is entered when the amount is credited for reference. A receipt can be printed at that time by a cashier.
5. In the event that a driver does not have a Batch Close and presents a credit card slip with no signature the following will apply.
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 reissue the unit, completing paperwork for the replacement unit which the driver will sign for.

**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-five dollars (\$25.00) 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-five dollars (\$25.00) to the complainant, a Union representative, or the Company on behalf of the complainant within one hundred and twenty (120) minutes; or
  - (ii) If the allegation is being denied and the accused wishes to refute it, twenty-five dollars (\$25.00) must be deposited at the dispatch office within one hundred and twenty (120) 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 **fifty dollars (\$50.00)** 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.

A fare that is picked up by another driver after the "lead-time" of the zone to which the fare was dispatched, will not be considered a stolen fare.

**APPENDIX #1: DISPATCH RELATED ANOMALIES**

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.

13.10(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	Sir John Carling
130 Colonade	1305 and 1341 Baseline
1451 Coldrey	Pearson Bldg,
2701 Riverside (Bldg A)	750 Heron Rd.
Walmart (Terminal Ave)	381 Kent Street,
267 O'Connor,	

The following addresses will be entered as “Local Calls” as opposed to the current practice of the drivers requesting a “No Load”.

**BLUE LINE TAXI NO SHOW GUIDE LINES**

<b><u>BUILDING</u></b>	<b><u>ADDRESS</u></b>	<b>DISPATCH</b>				
		<b><u>ZONE</u></b>	<b><u>MESSA G E</u></b>	<b><u>LOCAL</u></b>	<b><u>ATTR</u></b>	<b><u>NO SHOW</u></b>
Adam's Inn	2721 bank st	26		YES		
Agriculture Museum	930 carling ave	17	NO			
Albert	75/85/350/360/473/478/ 486	1 & 2				YES
Algonquin College Residence	1385 Woodroffe Ave	30				YES
Arc Hotel	140 slater St	1	YES			
Ashbury College	362 mariposa St	34				
Asticou	241 cite des Jeunes	23				
Aviation Museum	11 aviation pkwy	11				
Aylmer Police	625 Aylmer rd.	22				
Bank of Canada	234 wellington St.	2				
Banks	ALL				STORE/S C	
Baron's Best Western	3700 Richmond Rd.	21				YES
Baseline Rd	1305/1341		YES	after 2230		
bed and breakfasts	ALL					
Beechwood Cemetery	280 Beechwood	12				
Belcourt manor	1344 Belcourt	31				
Bell Canada Building	160 Elgin	1				
Ben Franklin Place	101 Centrepointe Dr.	40				
Booth	601	15	YES	after 2230		
Booth	580/615	15	YES	after 2230		
British Embassy	80 Elgin	1				NO
Broadview Medical	770 Broadview	18				YES
Brook Claxton	0 Holland Ave	16	YES	after 2230		
Brookstreet Hotel	525 Legget	41				YES
Bus Station	265 Catherine	37	YES			
ByTown Museum	3 wellington St	14				NO
Canada Post Place Bldg B & C	2701 Riverside Dr.	5				YES
Canda Post Place Bldg A	2701 riverside Dr. & 750 Heron	5	YES			
Canotek Business Par	5303-5307 Canotek	10	NO			NO
Capital Hill Hotel	88 albert	1	YES			
Carleton Lodge	55 lodge rd.	20				NO
Carleton University	1125 colonel by dr.	44				YES ON 4

**BLUE LINE TAXI NO SHOW GUIDE LINES**

<b><u>BUILDING</u></b>	<b><u>ADDRESS</u></b>	<b>DISPATCH</b>				
		<b><u>ZONE</u></b>	<b><u>MESSA G E</u></b>	<b><u>LOCAL</u></b>	<b><u>ATTR</u></b>	<b><u>NO SHOW</u></b>
Carlingwood #1 #2 Sears Loading	2121 Carling	19	YES			
Carp Airport	1501 thomas argue	41				NO
Cartier Place Hotel	30 cartier / 180 cooper	1	YES			
Casino Lac Leamy	1 casino blvd	23				NO
CBC Lanark	181 queen st	1				NO
CD Howe Building	235 queen st	2	YES			
Centrepointe Theater	101 centrepointe dr	40				NO
CFB Ottawa ( Uplands Base )	0 uplands base	26				NO
Charles Tupper Building	2720 riverside dr	5				NO
Chateau Cartier Hotel	1170 aylmer rd	22				NO
Chateau laurier	1 rideau st	14	YES			
CHEO/Rotel/Ronald McDonald House	401 smyth rd	8		YES		
Chimo Hotel	1199 joseph cyr	10		YES		
City Centre	250 city centre ave	15				
Civic	1053 carling ave	27		All Doors		
Civic Centre	1015 bank st	24	YES			
CJOH TV	1500 merivale rd	20				NO
Clarica Building	99 bank st	1				NO
Clarion Hotel	111 bellehumeur	33				NO
CMHC	700 montreal rd	29				NO
CNIB	1101 prince of whales dr	20				NO
Coat's Building	0 holland ave	16	YES	after 2230		
Coliseum 12	3090 Carling	19				YES
Colonel By Residence	43 aylmer ave	4				
Colonnade taxi stand	100 & 120 Colonnade	20				Yes
Colonnade taxi stand	130 Colonnade	20	YES			
Comfort Inn Kanata	222 hearst way	41				
Concord Motel (FRONT DESK)	333 Montreal Rd	12				YES
Confederation Building	225 wellington st	2				YES
Confederation Park	101 elgin st	1				YES
Conference Centre	2 rideau st	13				YES
Congress Centre	55 colonel by dr	13	YES			
Connaught Building	555 mackenzie ave	14				YES
Connaught Park Race Track	800 aylmer rd	22				
Constitution Building	305 rideau st	14	YES			
cooper	131/141/173/180	1	YES			
cooper	195	1				YES
cooper	400	2				

**BLUE LINE TAXI NO SHOW GUIDE LINES**

<u><b>BUILDING</b></u>	<u><b>ADDRESS</b></u>	<u><b>DISPATCH</b></u>				
		<u><b>ZONE</b></u>	<u><b>MESSA G E</b></u>	<u><b>LOCAL</b></u>	<u><b>ATTR</b></u>	<u><b>NO SHOW</b></u>
Country Suites Inn	578 terry fox dr	41				
CRC Shirley's Bay	3701 carling ave	21				
Crowne Plaza	101 lyon st	2	<b>YES</b>			
CSIS	1941 ogilvie rd	10	NO			
Days Inn Bells Corners	350 moodie dr	21				<b>YES</b>
Days Inn Huntclub	366 hunt club rd	6	<b>YES</b>			
Days Inn Rideau	319 rideau st	14				<b>YES</b>
Delta Hotel	361 queen st	2	<b>YES</b>			
Denis Coolican Building	495 richmond rd	18	NO			
Desmarais Bldg Ottawa U	55 Laurier Ave E	13				<b>YES</b>
Dows Lake Pav	1001 Elizabeth	15				<b>Local 24/7 Message &amp; Sat after 2230</b>
Elgin Bldg	40 Elgin	1				<b>YES</b>
Elgin Diner	374 Elgin	3	<b>YES</b>			
Elizabeth Bruyere Centre	43&75 bruyere st	14	NO			
Embassy Hotel	25 cartier st	3	<b>YES</b>			
Embassy west	1400 carling ave	17	<b>YES</b>			
EMR Canmet	1 haanel dr	21	NO			
Federal Government Study Centre	1495 heron rd	7	NO			
Federal Government Training Centre	646 saint louis rue	33	NO			
Fontaine Building	200 sacre coeur	23	NO			
Food Inspection Agency	59 Camelot	30				<b>YES</b>
French Embassy	42 sussex dr	14	NO			
Gatineau Airport	1700 arthur fecteau	33	NO			
Gatineau Hospital	909 laverendrye	33	NO			
Gatineau Police	590 greber blvd	33	NO			
General Hosp Main Cancer Emerg	501 smyth rd	8				<b>YES</b>
Glebe Centre	690 lyon st	24	NO			
Gloucester Police	4561 bank st	26	NO			
Graham Spry Bldg	250 Lanark	18				<b>YES</b>
Hampton Inn	100 coventry rd	28	<b>YES</b>			
Hampton Inn Convention Center	200 Coventry feeder fr Hotel	28	<b>YES</b>			
Hilton Lac Leamy Hotel	2 casino blvd	23	NO			
Holland Cross both doors	1600 Scott/11 Holland	16		<b>YES</b>		

**BLUE LINE TAXI NO SHOW GUIDE LINES**

<b><u>BUILDING</u></b>	<b><u>ADDRESS</u></b>	<b>DISPATCH</b>				
		<b><u>ZONE</u></b>	<b><u>MESSA G E</u></b>	<b><u>LOCAL</u></b>	<b><u>ATTR</u></b>	<b><u>NO SHOW</u></b>
Holiday Inn Cooper	111 cooper st	1	YES			
Holiday Inn Kanata	101 kanata ave	41				YES
Holiday inn Plaza La Chaudiere	2 montcalm	23	NO			
Howard Johnson	123 metcalfe st	1	YES			
Hull Police	777 carriere blvd	23	NO			
Island Lodge	1 porters island	14	NO			
Jacques Cartier Best Western	131 laurier rue	23	NO			
Japanese Embassy	255 sussex dr	14	NO			
Jeanne Mance	0 holland ave	16	YES	after 2230		
Justice Building	239 wellington st	2	NO			
Kanata OPP (Police)	937 teron rd	41	NO			
Kanata Rec Centre	100 walter baker ave	41	NO			
Kanata Town Centre	150 katimavik rd	41				YES
Kilborn Medical	1385 Bank	7				YES
La Cite Colligiale	All of Campus	29				YES
Lady Aberdeen	1015 bank st	24				YES
Lansdowne Park	1015 bank st	24	YES			
laurier west	150/141	1				YES
Leonard Tilley Building	719 heron rd	5	NO			
Les Suites	130 Besserer	13				YES
Laurier East	70/75	13		YES		
L'Esplade Laurier	300 laurier ave w	1				YES
lisgar	360	2				YES
Logan Building ( 580 Booth)	580 booth st	15	YES			
Lord Elgin	100 elgin st	1	YES			
Louis St. Laurant Building	555 carriere blvd	23	NO			
Macies(Best Western)	1274 carling ave	17	YES			
maclaren	163/180/341	3				YES
Marriot Courtyard Inn	350 dalhousie ave	14	YES			
Marriot Ottawa	100 kent st	2	YES			
Marriot Residence Inn	161 laurier ave w	1				YES
med clinic	194 main st	25	NO			
medical bldg	2555 St Joseph	31				YES
Mer Bleue Wetlands	6167 russell rd	10	NO			
Ministry of Transport	1570 walkley rd	7	NO			
Minto Place Hotel	433 laurier ave w	2	YES			
Monfort Hosp	713 montreal rd	11		YES		
Monterey Motor Inn (FRONT DESK)	2259 prince of whales	20				YES
Mooney's Bay	0 riverside dr	5				YES

**BLUE LINE TAXI NO SHOW GUIDE LINES**

<b><u>BUILDING</u></b>	<b><u>ADDRESS</u></b>	<b>DISPATCH</b>				
		<b><u>ZONE</u></b>	<b><u>MESSA G E</u></b>	<b><u>LOCAL</u></b>	<b><u>ATTR</u></b>	<b><u>NO SHOW</u></b>
Museum of Civilization	100 laurier rue	23	NO			
Museum of Nature	240 mcleod st	3	NO			
NAC ( National Arts Centre)	53 elgin st	1	<b>YES</b>			
National Archives	395 wellington st	2	NO			
National art Gallery	380 sussex dr	14	<b>YES</b>			
National Library	395 wellington st	1	NO			
National Press Club	150 wellington st	1	NO			
National Printer	45 sacre coeur	23	NO			
NDHQ	101 colonel by dr	13	NO			
NDHQ Mckenzie						<b>YES</b>
NDMC	1745 alta vista dr	8	NO			
Neapean st.	222		YES	<b>after 2230</b>		
Nepean Police	245 greenbank rd	40	NO			
Nepean Sportsplex	1701 woodroffe dr	30	NO			
New Res / Thomson	45/90 University Pvt	13	<b>YES</b>			
nicholas	1	13				<b>YES</b>
Nortel Headquarters	3500 carling ave	21	NO			
Notre Dame Basilica	60 guigues ave	14	NO			
Novotel Hotel	33 nicholas st	13				<b>YES</b>
NRC Headquarters	100 sussex dr	14	<b>YES</b>			
NRC Montreal rd	1200 montreal rd	29	NO			
Ontario Provincial Courthouse	161 elgin st	1	NO			
Ontario Taxi Union Local 1688	700 industrial ave	9	NO			
Orleans Recreation Complex	1490 youville dr	31	NO			
Orleans Urgent Care	1220 PI D Orleans DR	31				<b>YES</b>
Ottawa Airport(Macdonald Cartier)	ottawa airport	26				<b>YES</b>
Ottawa Archives (Old Ottawa City Hall)	111 sussex dr	14	<b>YES</b>	<b>after 2230</b>		
Ottawa Art Gallery (Arts Court)	2 daly ave	13				<b>YES</b>
Ottawa Citizen	1101 baxter rd	35	NO			
Ottawa City Hall	111 lisgar st	1	NO			
Ottawa Police ( Headquarters)	474 elgin st	3		<b>YES</b>		
Ottawa Stadium	300 coventry rd	28	<b>YES</b>			
Ottawa U Residence	All (yes with no ringer)	13				<b>YES</b>
Outaouais Regional Hospital	116 lionel emond	23	NO			
PARKS	ALL					<b>YES</b>
Parliament Hill	0 parliament hill	1	NO			
Pearson Building (External Affairs)	125 sussex dr	14	<b>YES</b>	<b>after 2230</b>		

**BLUE LINE TAXI NO SHOW GUIDE LINES**

<b><u>BUILDING</u></b>	<b><u>ADDRESS</u></b>	<b>DISPATCH</b>				
		<b><u>ZONE</u></b>	<b><u>MESSA G E</u></b>	<b><u>LOCAL</u></b>	<b><u>ATTR</u></b>	<b><u>NO SHOW</u></b>
Perley Hosp	1750 russell rd	9	NO			
Photography Museum	3 wellington st	14	YES			
Place Bell Canada	160 elgin st	1	NO			
Place d' Orleans SC	1110 place d'orleans dr	31		YES		
Place De Ville Towers ABC	341 albert/112 kent/320 queen	2				YES
Place Du Portage	several addresses	23	NO			
Place Export	151 o'connor st	1	YES			
Place Vanier	333 selkirk st	12	YES			
Place Vanier tower B	355 North River	12				YES
Place Vanier tower C	25 McArthur	12				YES
Place Vincent Massey	351 st joseph blvd	23	NO			
Post Office Main Terminal	1424 Sanford Fleming	9	NO			
Prime Minister's Residence	24 sussex dr (Front Gate)	14				YES
QCH	3045 baseline rd	21		YES		
Quality Hotel (Ottawa)	290 rideau st	14				YES
Quebec Provincial Couthouse	24 laurier rue	23	NO			
QUEEN ST	60	1				YES
RA Centre	2451 riverside dr	5	NO			
Radisson Hotel	402 queen st	2	YES			
Ray Friel Centre	1585 10th line	31	NO			
RCMP (N) Division	1 sandridge rd	11	NO			
RCMP Gloucester	890 taylor creek	31	NO			
RCMP Headquarters	1200 vanier pkwy	28	NO			
Regional Detention Centre	2244 innes rd	10	NO			
Rehab Centre	505 smyth rd	8	NO			
Rideau Carleton Race Track & Slots	4837 albion rd	26		YES		
Rideau Centre	50 rideau st	13	YES			
Rideau Centre Horseshoe	50 Besserer	13				YES
Rideau Hall	1 sussex dr	14	NO			
Riverside Hosp	1967 & 1919 riverside dr	7				YES
Robert Guertin Arena	125 carillon rue	23	NO			
Rockcliffe Airport	rockcliffe base	11	NO			
Rockcliffe Park	301 Rockcliffe Pkwy	14				YES
ROH	1145 carling ave	17	NO			
Royal Canadian mint	320 sussex dr	14	NO			
Royal Oak	318 Bank	37	YES			
Royal Ottawa Golf Club	0 aylmer rd	22	NO			
Russian Embassy	285 charlotte st	13	NO			
Salvation Army	171 George	14				Local



**BLUE LINE TAXI NO SHOW GUIDE LINES**

<u>BUILDING</u>	<u>ADDRESS</u>	<u>DISPATCH</u>				
		<u>ZONE</u>	<u>MESSA G E</u>	<u>LOCAL</u>	<u>ATTR</u>	<u>NO SHOW</u>
Saudi Arabia Embassy	201 sussex dr	14	NO			
Science&Technology Museum	1867 st laurent blvd	8	NO			
Scotiabank Place	1000 palladium dr	41				YES
Shepards of Good Hope	256 King Edward	14		YES		
Shepards of Good Hope	230/233/238 Murray	14		YES		
Sheraton 4 points	35 laurier rue	23	NO			
Sheraton Hotel	150 albert st	1	YES			
Silver City (CINEMA ONLY)	1525 city park dr	10		YES		
Sir John Carling Building	930 carling ave	17	YES	after 2230		
Slater	257/280	2				YES
Slater	123/130/151/275/300	2	YES			
Slater	66/171	1	NO			
Smyth Medical Center	1929 Russell Rd	8				YES
Southway Hotel	2431 bank st	36	YES			
St.Vincent's	60 cambridge st	15	NO			
Stornoway	541 acacia ave	34	NO			
Strathmere House	1980 phelan rd	20	NO			
Supreme Court	301 wellington st	2	NO			
Taxation Data Centre	875 heron rd	5	NO			
Telesat Canada	1601 telesat cres	10	NO			
Terry Fox Client Centre	1805 gaspe ave	11	NO			
Terry Fox Sports Centre	2960 riverside dr	5	NO			
TD Bank BAYSHORE both doors	100 Bayshore dr.	21		YES		
Tom Brown Arena	141 bayview rd	16	NO			
Train Station	200 tremblay rd	9	YES			
Transit Stations	All			YES		
Travelodge (Carling)	1376 carling ave	17	YES			
US Embassy	490 sussex	14				YES
Vanier	143 deschamps #3	12				YES
Vanier Police Centre	262 mcarthur ave	12	NO			
Veteran's Memorial Building	344 wellington st	2	NO			
Victoria Park suites	377 o'connor st	3				YES
Visitor Centre	90 wellington st	1				YES
Wakefield Steam Train Station	171 deveault rue	23	NO			
Walter Baker Sports Centre	100 malvern dr	40	NO			
War Museum	1 vimy pvt	2		YES		Moving from zone 15 to zone 2

**BLUE LINE TAXI NO SHOW GUIDE LINES**

<b><u>BUILDING</u></b>	<b><u>ADDRESS</u></b>	<b>DISPATCH</b>				
		<b><u>ZONE</u></b>	<b><u>MESSA</u> <u>G</u> <u>E</u></b>	<b><u>LOCAL</u></b>	<b><u>ATTR</u></b>	<b><u>NO SHOW</u></b>
Wellington Building	180 Wellington st	1				<b>YES</b>
Westin Hotel	11 colonel by dr	14	<b>YES</b>			
World Exchange Plaza	100 queen st	1				<b>YES</b>
YMCA	180 Argyle	3				<b>YES</b>

**LETTER OF UNDERSTANDING NO. 1: 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.

DATED AT OTTAWA, THIS        DAY OF    , 2012.

THE OWNERS GROUP

FOR THE UNION

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**LETTER OF UNDERSTANDING NO.6**

Between

The Company

And

Union

Re: Non-Existent Addresses

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WHEREAS the Company has purchased software which would verify non-existent addresses for calls being dispatched by Ziptrack;

AND WHEREAS the Company is in the process of testing this software solution.

NOW THEREFORE the Company and Union agree to the following:

The Company shall implement a software solution by October 1, 2015 which shall verify non-existent addresses.

Where the Company sends a driver to a non-existent address, the Company shall pay to this driver the following:

- (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.

DATED AT OTTAWA, THIS            DAY OF                                    , 2015

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UNION

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EMPLOYER



