

EXPIRY DATE: JUNE 8, 2009

COLLECTIVE AGREEMENT

BETWEEN: **ASSOCIATED TORONTO TAXI-CAB CO-OPERATIVE LTD.**
(hereinafter referred to as the "Company")

RECEIVED
JAN 1 2007

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS' UNION OF CANADA (CAW-CANADA) AND ITS
LOCAL 414**

(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

- 1.01 This Agreement is entered into by the parties in order to provide for orderly collective bargaining relations between the Company and those employees who come within the bargaining unit.
- 1.02 It is the desire of all parties to the Agreement to co-operate in maintaining a harmonious relationship between the Company and its employees, and to provide an amicable method of settling differences or grievances having to do with the interpretation or violation of this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 Subject to 2.02, the Company recognizes the Union as the exclusive representative and sole bargaining agent for all employees employed as customer service representatives in the call centre of the employer in the city of Toronto, save & except supervisors, those above the rank of supervisor, office manager, and students employed in the school vacation period.
- 2.02 The terms and conditions of employment for part-time employees are incorporated in the attached Agreement.
- 2.03 A part-time employee is one who is normally scheduled to work for not more than twenty-four (24) hours per week except when required to temporarily replace an absent employee.

ARTICLE 3 - UNION SECURITY

- 3.01 All employees shall remain a member of the Union in good standing during the

10062(04)

lifetime of this Agreement as a condition of employment.

- 3.02 The Union and/or the employees covered by this Agreement will not engage in Union activities during working hours or hold meetings at any time on premises of the Company without the permission of the General Manager or Office Manager.
- 3.03 The parties agree that there shall be compulsory check-off of Union dues for all employees who come within the bargaining unit to which this Agreement applies.
- 3.04 The amount to be deducted shall be such sum as may from time to time be assessed by the Union according to its constitution or by Union resolutions. The Union shall advise the Company in writing of the amount of the Union dues to be deducted.
- 3.05 The Company will remit monthly to the Union the amounts so deducted, not later than the 25th day of the following calendar month.
- 3.06 The Union agrees to indemnify and save the Company harmless from any and all claims and from any other form of liability arising from the deductions set out in this Article.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 In order to provide an orderly procedure for the servicing of grievances and disputes hereunder, the Union will appoint two (2) stewards whose duty shall be to assist employees in presenting their grievances to the designated representatives of the Company, in accordance with the Grievance Procedure. The Union will notify the Company in writing of the names of the stewards as well as any changes in the personnel of the stewards, before the Company shall be required to recognize them.
- 4.02 The Union acknowledges that the steward has regular duties to perform on behalf of the Employer. In a situation which requires a steward's attention during working hours, he shall not leave his regular duties without first obtaining the permission of his immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not therefore be unreasonably withheld. If permission is granted the matter will be dealt with expeditiously and the steward shall report to his immediate supervisor immediately upon his return. The Employer reserves the right to limit such time, if the time requested is unreasonable. It is further understood that the processing of a grievance shall not interfere with the regular conduct of business including the servicing of customers.

- 4.03 The Company agrees to recognize the right of the Union to appoint or otherwise select a Negotiating Committee including one (1) employee. It shall be the Negotiating Committee's function to meet with the Employer to negotiate the renewal of this Agreement. The Union will notify the Company in writing of the name of the Committee member as well as any changes in the Committee before the Company shall be required to recognize it.
- 4.04 A steward shall be entitled to attend a grievance meeting without **loss** of regular wages.
- 4.05 A steward, or in his absence another bargaining unit member selected by the member concerned, shall be present at a disciplinary meeting in which a member of the bargaining unit is notified of a suspension or discharge from employment.
- 4.06 A Union Staff Representative may enter the premises from time to time on official Union business, provided that said Representative seeks and receives advance approval from the General Manager or Office Manager, which approval shall not be unreasonably withheld. However said approval may be withheld or deferred if a visit from said Representative is likely to interfere with the efficient operation of the Company's business.
- 4.07 No individual member or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization from the Union; the Company may therefore require proof of authorization before **agreeing to meet**.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that it is the exclusive right of the Company to manage its business and to direct its work force, including without limitation these specific rights:
- (a) maintain order and efficiency; discipline or discharge employees provided that a claim by an employee who has acquired seniority that he has been unjustly laid off or has not been recalled from layoff or has been disciplined or discharged without just cause may be the subject matter of a grievance and dealt with **as** hereinafter provided;
 - (b) hire, classify, schedule, transfer, promote, demote, lay-off;
 - (c) established from time to time and enforce rules and regulations not inconsistent with the provisions of this Agreement;
 - (d) generally to manage the affairs of the Company, including the nature of its

business and the manner in which said business is organized and transacted;

- (e) the management has the right to introduce new technology into the Call Centre; and
- (f) Lead Hands may be appointed and removed at the Company's sole discretion without the need for a job posting.

- 5.02 The foregoing provisions shall in no way restrict recourse by the Union or by an employee to the grievance procedure as hereinafter provided.
- 5.03 An employee who has not completed his probationary period may be discharged at the sole discretion of the Employer.
- 5.04 The Company agrees that it will not exercise its functions in Article 5 - Management Rights, in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with the employee's immediate supervisor within three (3) working days after the circumstances giving rise to the complaint have occurred or ought reasonably to have come to the attention of the employee. Failing settlement within three (3) working days thereafter, the complaint shall then be taken up as a grievance within three (3) working days following advice of his immediate supervisor's decision.

Working days shall be defined as excluding Saturday, Sunday and Paid Holidays in this Article.

- 6.02 (a) A grievance shall be defined as a complaint with regard to the meaning, interpretation, application or alleged violation of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that he has been unjustly laid off, or has not been recalled from layoff or has been disciplined or discharged without just cause.
- (b) Grievances shall be adjusted and settled as follows:

STEP NUMBER 1

The aggrieved employee shall present his grievances in writing to his immediate supervisor. The grievance shall be signed and dated, and the nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or

misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. He shall have the assistance of a steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within three (3) working days, the grievance may be presented as follows within three (3) further working days thereafter.

STEP NUMBER 2

The Company, the grievor, the steward and a Union representative shall meet upon written request of either party. If a settlement satisfactory to the parties is not reached within three (3) working days, the grievance may be referred to arbitration, as hereinafter provided, upon written request of either party within seven (7) further working days thereafter.

- 6.03 A complaint or grievance arising directly between the Company and the Union concerning the interpretation application or alleged violation of the Agreement shall be originated under Step Number 2.
- 6.04 The time limits set out in this Article are mandatory; however, the parties may extend the time limits in any case by mutual agreement confirmed in writing.

ARTICLE 7 - ARBITRATION PROCEDURE

- 7.01 (a) Both parties to this Agreement agree that a properly constituted grievance as defined in Article 6 - Grievance Procedure, which has been properly carried through all the requisite steps of the Grievance Procedure and which has not been settled, withdrawn or abandoned, may be referred to a single Arbitrator or by mutual agreement to a Board of Arbitration, at the written request of either of the parties hereto.
- (b) No matter may be submitted to arbitration which has not been properly carried through all the steps of the grievance procedure.
- 7.02 (a) The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third (3rd) person to act as Chairman chosen by the other two members of the Board.
- (b) Within seven (7) calendar days of the written request by either party for a single arbitrator or Board of Arbitration, the other party shall nominate an Arbitrator or its nominee to the Board if it agrees to a Board of Arbitration. The parties or nominees shall endeavour to agree as soon as possible to the single Arbitrator or Chairman respectively.
- 7.03 Should the parties fail to agree on a single Arbitrator, or the nominees fail to agree on a Chairman, the Ministry of Labour of the Province of Ontario shall be

asked to nominate a person to act as single Arbitrator, or Chairman in the event of an agreement to a Board of Arbitration by the parties, in accordance with the provisions of the ***Ontario Labour Relations Act***.

- 7.04 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 7.05 The Arbitration proceeding shall be expedited and the decision of the Arbitrator or the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of an unanimous decision the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairman will be final.
- 7.06 The Arbitrator or the Board of Arbitration **shall not have** jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. Further the Arbitrator or Board is not authorized to deal with nor to adjudicate any matter not specifically assigned to it by the written grievance as specified in Article 6, or not covered by this Agreement or arising outside the terms of this Agreement.
- 7.07 No monetary adjustments shall be made retroactive prior to the date of the original complaint or event as properly identified in accordance with Article 6. An employee shall be obligated to mitigate damages as fully as possible and any monetary adjustment will be reduced by any employment income received by the grievor for the period applicable.
- 7.08 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fee and expenses of the single Arbitrator or the Chairman of the Board of Arbitration.
- 7.09 Time limits fixed in this Article may be extended by mutual agreement in writing between the Union and the Employer.

ARTICLE 8 - SENIORITY

- 8.01 (a) Subject to the terms of this Agreement, seniority is the principle of granting preference to full time employees in matters of lay-off, recall after lay-off in accordance with length of continuous employment provided the senior employee has the necessary ability to perform the normal requirements of the job in a competent manner.
- (b) Subject to the terms of this Agreement, rules respecting seniority are designed to afford employees an equitable measure of security, within classifications,

based upon length of continuous full time employment within a classification of the Company since the last date of hire but adjusted to recognize any periods of absence in which seniority was maintained but did not accumulate.

- 8.02 An employee will be considered probationary for the first fifty (50) days worked with the Company within any continuous six (6) month period and he will have no seniority rights during that time. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and his employment may be terminated at any time during such probationary period at the discretion of the Company and such termination shall not be subject to the Grievance and Arbitration procedure, set out above. After completing the probationary period, an employee will have his seniority date back to his first day worked.
- 8.03 An employee shall accumulate seniority under any of the following conditions:
- (a) while he is at work for the Company, other than his probationary period, as set out above; and
 - (b) for the first month of any period when he is prevented from working for the Company by reason of injury or illness.
- 8.04 An employee shall lose all seniority and his employment **shall** be deemed to terminate if he:
- (a) voluntarily quits the employ of the Company;
 - (b) is retired or retires;
 - (c) fails to promptly inform the Company by telephone of his intention to return to work, and fails to return to work within eight (8) days after he has been notified by the Company by registered post, in the event of returning after a lay-off. If an employee informs the Company of his intention to return to work, but is unable to report on the date and at the time specified due to reasons beyond his control, his name may be left on the seniority list at the discretion of the Company;
 - (d) is laid **off** for a period of the lesser of twelve (**12**) consecutive months or the employee's seniority;
 - (e) fails to return to work promptly upon termination of an authorized leave of absence, or uses a leave of absence for a purpose or purposes other than those for which the leave was granted, including working elsewhere without the Company's written permission; and
 - (f) has been absent from work for more than two (2) scheduled working days

without notifying the Company or without having a reasonable explanation for his absence.

- 8.05 An employee who does not qualify to accumulate seniority under paragraph 8.03 shall maintain his seniority unless and until he loses same pursuant to paragraph 8.04.
- 8.06 It shall be the duty of the employees to notify the Company promptly of any change of their address. If an employee should fail to do this, the Company will not be responsible for failure of a notice to reach such employee.
- 8.07 (a) An employee is required to advise the shift supervisor (or his appointee) of his impending absence for any reason including illness at least **one** (1) hour prior to the scheduled commencement of his shift or as soon as possible.
- (b) In the event the Company requires a medical certificate, the Company shall pay for said certificate provided the certificate states: the employee was examined by the doctor; the date of the examination; the diagnosis; the prognosis as well as any limitations to the ability of the employee to perform his job duties.
- 8.08 When an employee has attained the age of sixty-five (65) years, the Company shall have the right, at its sole option, to retire the employee.
- 8.09 The Company will revise the seniority list every January 1st and July 1st and send copies of the revised list to the Union office and post the revised list on the bulletin board.

ARTICLE 9 - LAY-OFF AND RECALL

- 9.01 Lay-offs shall be made on a seniority basis provided that the remaining employees are able, in the opinion of the Company, to perform the work required in a satisfactory manner.
- 9.02 No new employees shall be hired by the Company while other employees in the classification remain on lay-off.
- 9.03 Recalls shall be made on a seniority basis by classification.

ARTICLE 10 - GENERAL WORKING CONDITIONS

- 10.01 **BULLETIN BOARD**
The Company shall provide a bulletin board in a mutually satisfactory place for official Union notices. Said notices will be subject to review by the General

Manager, and will not, in any event, be contrary to the good order and discipline of the work force.

10.02 **LUNCH ROOM**

The Company will continue to provide a lunch room for the use of all employees.

10.03 **SAFETY**

1. The Company shall make reasonable provisions for the safety and health of employees during working hours.
2. The Union will co-operate in the enforcement of safety rules and regulations.
3. A joint safety committee will be established, as required.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day **or** per week, or of days of work per week.

11.02 The Company shall post by 5:00 p.m. Thursday of each week a work schedule with the employee's name, in order of seniority, showing the hours of work for the coming week.

11.03 Regular paid working hours, five (5) days per week, shall be as follows, including two (2) paid fifteen (15) minute rest periods:

CUSTOMER SERVICE REPRESENTATIVES (all shifts): eight (8) hours, including one-half (1/2) hour paid lunch.

11.04 (a) Overtime, at the rate of one and one-half (1-1/2) time the regular rate, shall be paid for authorized time worked (including time an employee would have regularly worked but for a paid holiday) over forty-four (44) hours in any one (1) week.

(b) **As** far as is practicable, the Company shall distribute opportunities for overtime evenly within the same classification. It is understood that in emergencies, distribution of overtime may be affected, and employees from another classification may be required to perform overtime work.

11.05 There are to be no split shifts.

11.06 In the event that it is necessary to call in a "Customer Service Representative", the Company shall call in said employees on a rotational basis starting with the

most senior CSR. In the event that there is no readily available CSR, the Company has the right to fill the position with non-bargaining unit employees.

11.07 An employee shall not be required to suspend work during the regular hours to avoid overtime.

ARTICLE 12 - VACATIONS

12.01 Vacations with pay shall be granted to all employees covered by this Agreement on the following basis ("x" weeks of paid vacation after "y" years of continuous service with the Company):

- (a) two (2) weeks after one (1) year;
- (b) three (3) weeks after five (5) years;
- (c) four (4) weeks after ten (10) years; and
- (d) five (5) weeks after twenty (20) years.

12.02 Vacation schedules shall be prepared commencing on April 1st of each year, in accordance with seniority and the Company's operating needs, and shall be completed by May 1st of each year. After vacation schedules have been completed by May 1st, an employee may make a request to the Company to schedule three (3) consecutive weeks of vacation. The Company will grant the employee's request if the absence does not interfere with the proper operation of the business. No employee may use his seniority to request more than two (2) consecutive weeks of vacation if it interferes with another employee's approved vacation schedule. The Company will provide vacation pay for the scheduled week(s) of vacation on the pay day proceeding the vacation.

12.03 Should a paid holiday fall during an employee's vacation period, he shall receive one (1) additional day's pay or one (1) additional day off in recognition of the holiday provided the employee qualifies for said paid holiday under Article 13 of the Agreement.

ARTICLE 13 - PAID HOLIDAY

13.01 The following holidays shall be granted with pay to all qualified employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

*Floating Holiday

- * The Floating Holiday will be taken on an individual employee basis at a time mutually agreeable to the Company and to the employee concerned, but it must be taken in each calendar year or it is forfeited.

- 13.02 An employee will be paid a regular day's pay for each of the above holidays, provided that he has completed his probationary period, that he works his scheduled regular day of work both before and after the holiday, and that he works the holiday if scheduled to do so unless he has reasonable cause for his failure to work. Should an employee be on an authorized leave of absence including pregnancy or parental leave, on layoff, or on compensable or non-compensable illness or absence, the employee will not qualify for the paid holiday.
- 13.03 Employees will be asked by seniority if they wish to work Christmas Day or New Year's Day. In the event that sufficient staff is not obtained, the junior employee(s) in each classification as required will work in order of reverse seniority. No employee shall be required to work both Christmas Day and New Year's Day.
- 13.04 Subject to paragraph 13.03 employees shall be scheduled to work on all paid holidays except Christmas day and New Years day in the following manner:
1. The Employer will request volunteers to work;
 2. In the event there are insufficient qualified volunteers, the Employer shall schedule employees to work in inverse order of seniority on a rotational basis starting with the most junior employee in the classification. On the next occasion that there are insufficient qualified volunteers, the Employer shall schedule the next most junior employee(s) in the classification;
 3. The Employer shall maintain a record to ensure that there is a fair rotation among all employees.

ARTICLE 14 - LEAVE OF ABSENCE WITHOUT PAY

- 14.01 Leave of absence without pay to attend Union conventions and conferences may be granted by the Company to not more than one (1) employee at any one time for a total period not exceeding in the aggregate twenty (20) working days in any one (1) calendar year,
- 14.02 Leave of absence without pay may be granted by the Company to any employee for legitimate personal reasons, provided that the leave should not unreasonably interfere with the efficient operation of the business.

- 14.03 Any and all leaves of absence without pay will be subject to the following additional conditions:
- (a) requests must be made in writing to the Company at least one (1) month prior to the requested date of commencement, and requests must clearly set forth the reason for the leave and the requested duration; and
 - (b) leave of absence without pay will be for a maximum of fifteen (15) working days, within any one twenty-four (24) month period, with extensions to be granted at the sole discretion of the Company. A request for an extension will not be unreasonably denied.

ARTICLE 15 - BENEFITS

- 15.01 **BEREAVEMENT PAY**
- (a) It is agreed that in the event of a death in an employee's immediate family, that is, parents, step parent, wife, husband, children, step children, brother or sister of the employee, the employee shall be granted up to a maximum of three (3) days leave of absence with pay for justifiable absence. In case of the death of an employee's grandparents, the employee shall be granted one (1) day's leave of absence with pay for justifiable absence.
 - (b) An employee shall not be paid bereavement leave if he is absent from work on any other authorized leave of absence including pregnancy and parental leave, on layoff, on his scheduled day off, on a paid holiday, on vacation or on a compensable or non-compensable illness or absence.
- 15.02 **JURY DUTY OR SUBPOENAED CROWN WITNESS**
- When an employee with three (3) months continuous full time service is called upon to serve on a jury or is subpoenaed as a Crown Witness, the Company shall pay the difference between the fee received from the Crown and the employee's regular weekly wage rate, provided:
- (a) the employee furnishes proof of service by a statement of earnings supplied by the Court;
 - (b) the employee provides the Company with at least forty-eight (48) hours notice of when he is to report, or immediately on notification;
 - (c) the employee returns to work if he is called and not kept. However, he shall not be required to report for work if less than two (2) hours of his normal shift remains to be worked;
 - (d) such duty falls on a regularly scheduled work day the employee would have

worked.

15.03

SICK LEAVE

Employees will be eligible for up to five (5) days paid sick leave per calendar years (with accumulation from year to year but no cash in-lieu pay out). In order to be eligible for paid sick leave an employee must advise the shift supervisor or his appointee of his impending absence at least one (1) hour or as soon as possible prior to the scheduled commencement of his shift.

ARTICLE 16 - WAGES

16.01

The Wage Schedule shall be as set out in Appendix "A" hereto, which forms part of this Collective Agreement.

ARTICLE 17 – TRAINING ALLOWANCES

17.01

In the event an employee is requested to train a co-worker said employee shall receive a premium of seventy-five cents (\$0.75) per hour for all authorized hours spent training.

ARTICLE 18 - NO STRIKES OR LOCKOUTS

18.01

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement there will be no strike, picketing, slowdown or stoppage of work either complete or partial, and the Company agrees that there will be no lockout.

ARTICLE 19 - INTERPRETATION

19.01

In this Collective Agreement unless otherwise indicated by the content, the plural shall include the singular and the feminine the masculine and vice versa.

ARTICLE 20 – DURATION

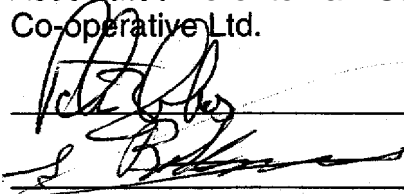
20.01

This Agreement shall become effective June 9, 2003 and shall remain in effect until June 8, 2006, and shall continue in force from year to year thereafter, unless either party provides, within the period of ninety (90) days before the Agreement ceases to operate (including each year thereafter), written notice of its desire to renew, terminate, or amend the Agreement.

DATED AT Toronto THIS 20th DAY OF September, 20 .

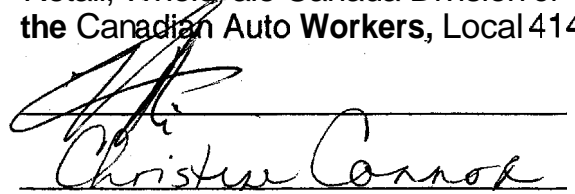
FOR THE COMPANY

Associated Toronto Taxi-Cab
Co-operative Ltd.



FOR THE UNION

Retail, Wholesale Canada Division of
the Canadian Auto Workers, Local 414



APPENDIX "A"

SCHEDULE OF WAGES

EFFECTIVE AUGUST 9, 2006

<u>CLASSIFICATION</u>	<u>Prob.</u>	<u>3 months</u>	<u>1 Year</u>	<u>18 months</u>	<u>2 Year</u>	<u>30 months</u>	<u>3 Years</u>
CUSTOMER SERVICE REPRESENTATIVE	\$10.29	\$10.78	\$11.41	\$11.86	\$12.09	\$12.36	\$12.64

EFFECTIVE JUNE 9, 2007

<u>CLASSIFICATION</u>	<u>Prob.</u>	<u>3 months</u>	<u>1 Year</u>	<u>18 months</u>	<u>2 Years</u>	<u>30 months</u>	<u>3 Years</u>
CUSTOMER SERVICE REPRESENTATIVE	\$10.50	\$11.00	\$11.64	\$12.10	\$12.33	\$12.61	\$12.89

EFFECTIVE JUNE 8, 2008

<u>CLASSIFICATION</u>	<u>Prob.</u>	<u>3 months</u>	<u>1 Year</u>	<u>18 months</u>	<u>2 Year</u>	<u>30 months</u>	<u>3 Years</u>
CUSTOMER SERVICE REPRESENTATIVE	\$10.71	\$11.22	\$11.87	\$12.34	12.58	\$12.88	\$13.15

LETTER OF UNDERSTANDING

BETWEEN:

ASSOCIATED TORONTO TAXI-CAB CO-OPERATIVE LTD.
(Hereinafter referred to as "the Employer")

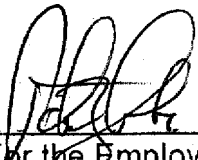
AND

RETAIL WHOLESALE CANADA/CAW DIVISION LOCAL 414
(Hereinafter referred to as "the Union")

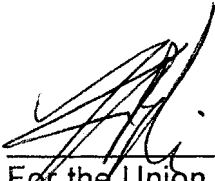
RE: SCHEDULING FULL TIME EMPLOYEES FOR WORK ON PAID HOLIDAYS

This letter is to confirm that the parties have agreed subject to paragraph 14.03 of the Collective Agreement to the following procedures with regard to scheduling employees to work on all **paid** holidays except Christmas day and New Years day:

1. The Employer will request volunteers to work:
2. In the event there are insufficient qualified volunteers, the Employer shall schedule employees to work in inverse order of seniority on a rotational basis starting with the most junior employee in the classification. On the next occasion that there are insufficient qualified volunteers, the Employer shall schedule the next most junior employee(s) in the classification;
3. The Employer shall maintain a record to ensure that there is a fair rotation among all employees.



For the Employer



For the Union

INDEX FOR LOCAL 414

ARTICLE 1 - PURPOSE..... 1
ARTICLE 2 - RECOGNITION..... 1
ARTICLE 3 - UNION SECURITY..... 1
ARTICLE 4 - UNION REPRESENTATION..... 2
ARTICLE 5 - MANAGEMENT RIGHTS..... 3
ARTICLE 6 - GRIEVANCE PROCEDURE..... 4
ARTICLE 7 - ARBITRATION PROCEDURE..... 5
ARTICLE 8 - SENIORITY 6
ARTICLE 9 - LAY-OFF AND RECALL..... 8

ARTICLE 10 - GENERAL WORKING CONDITIONS..... 9
 BULLETIN BOARD..... 9
 LUNCH ROOM..... 9
 SAFETY..... 9

ARTICLE 11 - HOURS OF WORK AND OVERTIME..... 9
ARTICLE 12 - VACATIONS..... 10
ARTICLE 13 - PAID HOLIDAY..... 11
ARTICLE 14 - LEAVE OF ABSENCE WITHOUT PAY..... 12

ARTICLE 15 - BENEFITS..... 12
 BEREAVEMENT PAY..... 12
 JURY DUTY OR SUBPOENAED CROWN WITNESS..... 12
 SICK LEAVE..... 13

ARTICLE 16 - WAGES..... 13
ARTICLE 17 – TRAINING ALLOWANCES..... 13
ARTICLE 18 - NO STRIKES OR LOCKOUTS..... 13
ARTICLE 19 - INTERPRETATION..... 14
ARTICLE 20 - DURATION..... 14

APPENDIX "A"
 SCHEDULE OF WAGES..... 15

LETTER OF UNDERSTANDING #1..... 16

**PART-TIME
COLLECTIVE AGREEMENT**

BETWEEN:

ASSOCIATED TORONTO TAXI-CAB CO-OPERATIVE LTD.

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS' UNION OF CANADA (CAW--CANADA) AND ITS
LOCAL 414

A part-time employee is one who is normally scheduled to work for not more than twenty-four (24) hours per week except when required to temporarily replace an absent employee.

The following shall be applicable to part-time employees including the specifically noted Articles and Sections of the Full Time Collective Agreement.

Article 1 - Purpose

Article 2 - Recognition

2.01 The Company recognizes the Union as the exclusive representative and sole bargaining agent for all employees employed as customer service representatives in the call centre of the employer in the city of Toronto, save & except supervisors, those above the rank of supervisor, office manager, employees who are normally scheduled to work more than twenty-four (24) hours per week, and students employed in the school vacation period.

Article 3 - Union Security

Article 4 - Union Representation

Article 5 - Management Rights

Article 6 - Grievance Procedure

Article 7 - Arbitration Procedure

Article 8 - Seniority

8.01 Part-time seniority shall be within classifications based upon the length of continuous employment within the classification since the last date of hire but adjusted to recognize any periods of absence in which seniority **was** maintained but did not accumulate.

8.02 A part-time employee will be considered probationary for the first sixty (60) days worked with the Company within any continuous twelve (12) month period and he will have no seniority rights during that period. It is expressly understood by both parties that during the probationary period an employee shall be considered **as** being employed on a trial basis and his employment may be terminated at any time during such probationary period at the discretion of the Company and such termination shall not be subject to the Grievance and Arbitration procedure. Upon successful completion of the probationary period, an employee shall have his name added to the part-time seniority list and his seniority shall **date** back to the last date of hire.

Paragraphs 8.03, 8.04, 8.05, 8.06, 8.07, 8.08, 8.09

Article 9 - Lay-off and Recall

9.01 Lay-offs shall be made on the basis of part-time seniority by classification provided that the remaining part-time employees are able, in the opinion of the Company, to perform the work required in a satisfactory manner.

Paragraphs 9.02, 9.03

Article 10 - General Working Conditions

Article 11 - Hours of Work

Paragraphs 11.01, 11.02, 11.04(a), 11.05, 11.07

Article 12 - Vacations

12.01 Part-time employees shall receive vacation pay in accordance with the *Employment Standards Act*.

Article 13 - Paid Holidays

13.01 Part-time employees shall receive paid holidays in accordance with the *Employment Standards Act*.

Article 14 - Leave of Absence Without Pay

Article 15 - Benefits

Paragraph 15.02

Article 16 - Wages

Article 17 - Training Allowances
Paragraph 17.01

Article 18 - No Strikes or Lockouts

Article 19 - Interpretation

Article 20 - Duration

Article 21 - Part-Time Employee Preference

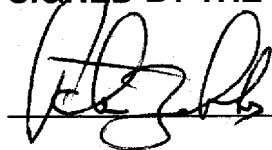
Part-time employees shall receive preference over external candidates for positions in the full-time bargaining unit.

Schedule " A

Letter of Understanding

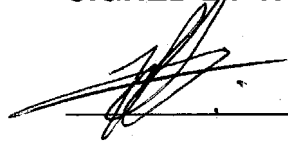
DATED THIS 20th DAY OF SEPTEMBER, 2006

SIGNED BY THE COMPANY

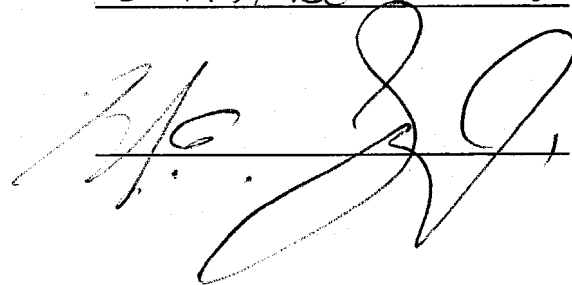




SIGNED BY THE UNION



Christine Conrad



LETTER OF UNDERSTANDING

BETWEEN: **ASSOCIATED TORONTO TAXI-CAB CO-OPERATIVE LTD.**
(hereinafter referred to as the "Employer")

**AND NATIONAL AUTOMOBILE, AEROSPACE , TRANSPORTATION
AND GENERAL WORKERS' UNION OF CANADA (CAW--CANADA)
AND ITS LOCAL 414**
(hereinafter referred to as the "Union")

Re: Justin Gordon

This letter is to confirm the understanding of the parties that Justin Gordon shall remain a member of the bargaining unit and continue to pay union dues so long as he continues to perform the duties of the former Part Time "DSO" position.

In recognition of this unique situation, Justin Gordon shall continue to **be** paid the wage rate of the former Part Time "DSO" position provided he performs the duties of said position.


Effective June 9, 2006, Justin Gordon shall receive a wage increase of three percent (3%) on all hours worked.

Effective June 9, 2007 Justin Gordon shall receive a further wage increase of two percent (2%).

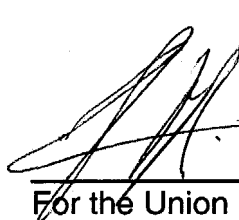
And effective June 8, 2008, Justin Gordon shall receive a further wage increase of two percent (2%).

In the event that Justin Gordon no longer performs the duties of a part time DSO and takes another position working with the employer, he shall be paid the appropriate rate for said position.

Dated at Toronto, this *20th* day of *SEPTEMBER*, 2006.



For the Company



For the Union

21