


SOURCE	Co		
	97	4	24
EMPLOYEES	120		
NOM. RE D'EMPLOYÉS	SFC		

COLLECTIVE AGREEMENT

BETWEEN

RETAIL WHOLESALE CANADA
 CANADIAN SERVICE SECTOR, DIVISION
 OF THE UNITED STEELWORKERS OF AMERICA
 LOCAL 1688

AND

366838 ONTARIO LIMITED
 C.O.B. AS CITY WIDE TAXI
 OSHAWA, ONTARIO

RECEIVED

EFFECTIVE DATE: APRIL 24, 1997

EXPIRY DATE: APRIL 23, 2000

11438 (01)

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
1	Purpose.....4
2	Union Security4
3	Management Rights4
4	Management's Duty of Fairness5
5	Sole Authority6
6	Union Security6
7	Transfer of Operations7
8	Contracting Out Bargaining Unit Work.....7
9	Union Representation.....8
10	Discipline and Discharge.....11
11	Non Discrimination12
12	Strikes, Lockouts, Picket Lines and Labour Disputes12
13	Illegal Acts13
14	Dispatch13
15	Employee's Duties.....17
16	Sickness/Sick Leave.....19
17	Safety and Health20
18	Technological Change21
19	Insurance21
20	Grievance Procedure22

21	Arbitration	23
22	Licence Plates	24
23	Committees	25
24	Seniority	26
25	Holidays	29
26	Vacation Pay/Time Off	30
27	Work Week	31
28	General	31
29	Dispatch Fees and Rental Charges	34
30	Term of Agreement	35
	Humanity Fund	36
	Schedule "A"	37
	Letter of Understanding	39-40

THIS COLLECTIVE AGREEMENT

dated at Oshawa this 12th day of September, 1997.

BETWEEN:

**366838 ONTARIO LIMITED
C.O.B. CITY WIDE TAXI**
(hereinafter termed the Company)

AND

**RETAIL WHOLESALE CANADA,
CANADIAN SERVICE SECTOR DIVISION OF
THE UNITED STEELWORKERS OF AMERICA
LOCAL 1688**
(hereinafter termed the Union)

ARTICLE 1

PURPOSE

- 1.01** The purpose of this agreement is to establish and maintain mutually satisfactory working conditions and to provide the means for a prompt and equitable disposition of grievances for all employees who are subject to the terms of this agreement.

ARTICLE 2

UNION RECOGNITION

- 2.01** The Company hereby recognizes the union as the sole and exclusive bargaining agent for all employees of the Company in the City of Oshawa save and except supervisors and those persons above the rank of supervisors, dispatchers, call takers, maintenance staff, office and clerical staff and multi plate/multi car owners/lessees.
- 2.02** It is agreed and understood that where the masculine gender is used in this agreement shall include the feminine gender and where the singular is used it shall include the plural where applicable.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01** The employees and Union recognize that it is the exclusive function of management to
- (a) maintain order, discipline and efficiency
 - (b) hire, discharge, suspend or discipline employees for just cause may be the subject of a grievance and dealt with as provided herein

- 3.02** The rights reserved to management herein are subject to the other provisions of this agreement and must be exercised in a manner consistent with them.
- 3.03** The parties shall negotiate reasonable rules and regulations to govern the business which shall be attached to and form part of this collective agreement.
- 3.04** All these rules and regulations may be modified if necessary by the rules committee as hereinafter provided.
- 3.05** All present employees and all new employees shall be given a copy of the said rules and regulations so that all employees that are subject to the terms of this agreement may know what is required of them in the general conduct of the Company's business. The Company further agrees to properly train all new drivers prior to being hired and becoming a Union member.
- 3.06** Nothing in these rules and regulations shall deprive the employees of the right to challenge any penalty through the regular grievance procedure.
- 3.07** The existing customs, practices, rights, privileges, benefits and working conditions may be modified by written mutual agreement of the parties.

ARTICLE 4
MANAGEMENT'S DUTY OF FAIRNESS

- 4.01** The Company agrees that in exercising its full management rights and in administering this agreement it shall be fair, reasonable non-discriminatory and consistent with the terms of this agreement.

ARTICLE 5
SOLE AUTHORITY

- 5.01** This agreement shall be the sole authority governing the relationship between the Company and employees.

ARTICLE 6
UNION SECURITY

- 6.01** The company 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 prior to commencing employment.
- 6.02** The company shall collect from each employee such amounts as the union shall affix each month for union dues plus any assessments and/or initiation fees that the union may affix from time to time.
- 6.03** It is the company's duty to ensure that each employee's monthly dues, assessments and/or initiation fees are properly collected and recorded.
- 6.04** The company shall collect all dues and assessments prior to the fifth (5th) day of each month and submit to the union no later than the first (1st) business day of the following month a cheque representing the dues and/or assessments of each employee.
- 6.05** The company must by the first (1st) business day of the following month submit to the union a list of names of all persons paying dues, assessments and/or initiation fees for that month. This list shall

include the members' current addresses, phone numbers, social insurance numbers and taxicab plate numbers. Any changes shall be itemized on a monthly basis.

- 6.06** The union agrees to give the company one (1) month's notice, in writing, of any changes to the prevailing union dues, initiation fees or any assessments.

ARTICLE 7
TRANSFER OF OPERATIONS

- 7.01** The company agrees that if its existing operation covered by this agreement is moved or otherwise transferred to a location outside the geographic area of the bargaining unit, this agreement shall remain in full force and effect

- 7.02** The company agrees that any change in the licensing authority shall not affect the operation or duration of this agreement including any granting of a different type of licensing by any authority

ARTICLE A
CONTRACTING OUT BARGAINING UNIT WORK

- 8.01** The company shall not contract out bargaining unit work except as follows:
- (a) School runs shall be posted and offered to the Bargaining Unit members and Owners on an equitable basis determined by child sensitivity, driver and owner demeanour and all things being equal, seniority of drivers and owners shall apply.
 - (b) School runs will be awarded only to full-time day drivers scheduled from Monday to Friday (must have driven full-time for 60 days prior

to Labour Day) on an equitable basis as per Article 8.01 (a). Once the school run is awarded it must be honoured by its drivers and owners.

8.02 Persons outside the bargaining unit except multi plate/multi car owners/lessee and their spouse shall not perform bargaining unit work, provided that a bargaining unit member is *not* displaced by the spouse. It is further agreed that no regularly scheduled driver shall be dispatched.

in the event bargaining unit members do not bid on school runs, the school runs will be offered to management and shareholders, however not before exhausting all efforts with the rules committee to make the run viable to the bargaining unit.

ARTICLE 9 UNION REPRESENTATION

9.01 The union shall notify the company in writing of the names and positions of the persons authorized to represent the union and/or the employees for the purpose of this agreement. Further, the union shall promptly notify the company in writing of any changes in these names.

9.02 The company shall provide to the union all the necessary information relating to the following matters on a current basis:

(a) A list of employees showing their names, addresses, social insurance numbers and taxicab plate numbers. This shall be done sixty (60) days after the signing of this agreement and each and every month thereafter for the duration of the agreement. The monthly list

shall contain the names and the full information on any additions, changes and/or deletions.

- (b) An accurate written monthly record for the previous month of employees hired, laid off, on vacation, off work due to injury or illness, employees on leave of absence, discharge, suspended or disciplined in any form.
- (c) Employees through their Unit Executive or their business agent shall have access to any report, complaint or personnel records at reasonable times and shall upon request be supplied with copies of the documents.

9.03 The company shall provide at their places of business, bulletin boards for the unions' use. Any material posted on the bulletin board must be approved by the unit chairman or the business agent prior to posting.

9.04 The company agrees to broadcast notices on the dispatch system relating to union matters when requested by the union. Said notices shall not exceed two (2) per month and shall be broadcast for both the day and night shifts provided notice is pre-approved by the company.

9.05 Union representatives shall be entitled to distribute union literature at or near the company's premises during non-working and working hours to union members. Such literature will not be left in the car.

9.06 Union representatives shall be entitled to book off the dispatch system and leave their work during working hours in order to carry out union business. They may be advised by the union, not to exceed two hours unless by mutual agreement and not during peak hours.

- 9.07** Union representatives shall continue to work by replacing the most junior driver driving during a period of lay offs or taxicab and livery vehicle shortage, provided the union representative has a minimum of one years seniority.
- 9.08** Upon seven (7) days written request from the president or staff representative of the union a leave of absence shall be granted for the purpose of attending union functions including but not limited to conventions, schools, seminars, or other functions. During this absence the company will not charge the employee any flats. During this absence, seniority will continue to accumulate and all affected employees shall upon their return be returned to their same vehicle. Car owners on a leave of absence may put a replacement driver on his vehicle. During negotiations employees shall not pay flats and the seven (7) day notice period does not apply.
- 9.09** Leave of absence without fees except for stand fees for single car lessees, shall be granted for a period of up to one year to employees who are engaged full time in 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 accumulate.
- 9.10** Whenever an employee is required to attend any meeting with the company during his working hours he shall be credited with down time in excess of one half ($1/2$) hour.

ARTICLE 10
DISCIPLINE AND DISCHARGE

- 10.01** No employee shall be disciplined or discharged without just cause. The Company further agrees that formal discipline shall be administered only by City Wide management.
- 10.02** The company shall provide the employees and the union with written notice of any discipline or discharge within seventy two (72) hours of the offence or the penalty shall be null and void. It is further agreed that the week-end is excluded.
- 10.03** Discipline shall be applied uniformly and disciplinary measures shall be appropriate to their cause.
- 10.04** The company shall provide the employee and the union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of his record. The record of any disciplinary action shall not be referred to or used against him at any time after 12 months following such action. Failure to grieve previous discipline or to pursue such a grievance to arbitration shall not be considered to be an admission that such discipline was justified.
- Any disciplinary action involving alcohol/substance abuse shall remain on the record for twenty-four (24) months.
- 10.05** Should the employee be requested to attend at the company's office for any matter that could affect working conditions by reason of disciplinary action, it shall be incumbent upon the company to notify the duty steward prior to notifying the affected employee. The parties shall meet at a mutually agreed time and place.

- 10.06** A grievance concerning a suspension or discharge of an employee shall commence at step 2 of the grievance procedure within fourteen (14) days of the event. Such grievance may be settled by:
- (a) Confirming the action of the company.
 - (b) Reinstating the employee with no loss of seniority.
 - (c) By any other arrangement which may be deemed just and equitable;
 - (d) By proceeding to arbitration

ARTICLE 11
NON DISCRIMINATION

- 11.01** The company shall not discriminate against employees with respect to terms of conditions of employment on any of the grounds prohibited by the Ontario human rights code or on account of union activity.
- 11.02** There shall be equal opportunity regardless of sex in all facets of the company's business governed by this agreement
- 11.03** No employee shall be required to retire solely on the grounds of age.

ARTICLE 12
STRIKES, LOCKOUTS, PICKET LINES
AND LABOUR DISPUTES

- 12.01** There shall be no strikes or lockouts so long as the agreement continues to operate.
- 12.02** Under no circumstances shall employees covered by this agreement cross a legal picket line in connection with a labour dispute.

- 12.03** Failure to cross a legal picket line shall not be considered grounds for disciplinary action or otherwise be a violation of this agreement

ARTICLE 13
ILLEGAL ACTS

- 13.01** Employees/employer shall not be required to contravene any municipal by-law in the performance of their duties
- 13.02** Employees/employer shall not be required to contravene any federal or provincial law or regulation in the performance of their duties

ARTICLE 14
DISPATCH

- 14.01** All calls or trips placed through the City Wide dispatch service, originating in Oshawa and having a destination in any municipality, shall be dispatched only to Oshawa licensed City Wide taxicabs.
- 14.02** All calls or trips placed through the City Wide dispatch service, originating outside the City of Oshawa shall be dispatched only to Oshawa licensed City Wide taxicabs. The booking zones for the dispatch of taxicabs operating under the City Wide roof sign shall not be changed without the written approval of the union. In the event that no wheelchair accessible van is available, the Company shall have the option to reroute the call to another company.
- 14.03** The company agrees that the City Wide dispatch service shall be kept separate and distinct from any other dispatch system controlled directly or indirectly by the company.

- 14.04** The company agrees that the telephone numbers of the company shall be used, offered and advertised solely for the dispatch of Oshawa Licensed taxicabs operating under the City Wide roof sign.
- 14.05** The company shall ensure equal, fair and just distribution of all calls or trips and a uniform dispatching procedure for all shift.
- 14.06** The company shall ensure that all requests for taxicab service are dispatched through the dispatch system of City Wide and shall only be dispatched to Oshawa licensed City Wide taxicabs in an equitable manner as determined by the terms of this agreement and by such rules as may be determined from time to time by the rules committee except for existing school runs.
- 14.07** Any requests for non-metered service or other special services, excluding existing school runs and other contract runs shall be distributed only to City Wide taxicabs in a fair and just manner as determined from time to time by the rules committee.
- 14.08** Dispatchers, phone staff or supervisors shall not remove, inhibit, delay, alter, falsify or transfer to another dispatch service, any request for service placed with the City Wide dispatch service. In the event that no wheelchair accessible van is available, the company shall have the option to re-route the call to another company.
- 14.09** The Company shall ensure that there is no preferential treatment in respect of dispatch services.
- 14.10** 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.

- 14.11** 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.
- 14.12** The Company shall take reasonable steps to ensure that supervisors, dispatchers and phone staff perform their duties in a polite, businesslike and courteous manner at all times.
- 14.13** The Company shall take reasonable steps to ensure that no derogatory remarks or profane language be directed by the supervisors, dispatchers and phone staff to employees.
- 14.14** No employee shall be booked *off* or have dispatch services curtailed or suspended arbitrarily except:
- (a) where they or their vehicle are a danger to the public.
 - (b) where they have not fulfilled their monetary obligation to the company, the Union and the single owner/lessee. All monetary obligations are to be paid in full prior to reinstatement, unless otherwise agreed to by the Company, Union, the single owner/lessee and the driver in writing.
 - (c) car wash (no notification to duty steward necessary)
 - (d) that the driver is in full uniform (no notification to duty steward necessary)

(e) If situation is not rectified within 14 days, the driver will be considered deemed as terminated.

(f) If hygiene is poor and offensive to others.

Employees will be suspended until the situation is rectified. The duty steward is to be notified prior to the suspension being imposed.

- 14.15** Employees shall be entitled to be placed in first position on the stand/zone they were dispatched from or zone dispatched to, immediately on all no goes.
- 14.16** In the event of a total malfunction or total failure of the dispatch system employees shall deduct from their flats any amount of time exceeding the first thirty (30) minutes. Down time beyond thirty (30) minutes and up to one (1) hour will result in one (1) hour or more if the malfunction is longer than an hour.
- 14.17** 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.
- 14.18** The Company agrees that a copy of the driver's sheet will be available in the office at all times.
- 14.19** The Company agrees that a copy of a chart for all suggested flat rates will be provided to the dispatch office.

ARTICLE 15
EMPLOYEE'S DUTIES

- 15.01** All employees shall perform their duties in a businesslike, professional and courteous manner and shall not use abusive language on the air to dispatchers or management staff or other employees and the general public.
- 15.02** All employees shall be neatly dressed, well groomed, neat and clean in personal appearance and shall wear the following:
- Navy or Black pants (female) Navy or Black dress pants
 - White shirt (female) White blouse
Black shoes (casual)(female) Black shoes (casual)
Solid colored sweater(female) Solid Colored sweater
- 15.03** All employees shall give a receipt on the authorized form of the company showing the date, plate number and drivers name when requested to do so by the passenger, or whenever there is a dispute over the fare.
- 15.04** Subject to the above and except when he has a previous engagement, the employee shall serve the first person requiring his services except when the person:
- (i) is intoxicated and/or disorderly and/or abusive; or
 - (ii) refuses to state his final destination upon entering the taxicab; or
 - (iii) is in possession of an animal other than a seeing eye dog: or

- (iv) has not paid a previous fare
 - (v) where the driver believes his health and safety are at risk.
 - (vi) a driver may refuse the call and not leave their position in the line-up, where he is required to pay money in advance, i.e.: Restaurant deliveries, c.o.d.'s, parcels etc.
- 15.05** In the case of simultaneous engagement of the taxicab, the employee may advise the dispatcher of the need for cover and the dispatcher shall re-dispatch the call to the first employee booked on the stand.
- 15.06** In the case of a home or family emergency requiring *the* immediate attention of the employee the dispatcher shall cover the call for the affected employee.
- 15.07** In the event an employee discovers a lost article in the taxicab, the employee may return the article to the owner at his convenience within 48 hours or turn the article in to the nearest police station.
- 15.08** Should the customer wish immediate return of the lost article, the dispatcher shall notify the customer of the approximate cost of return and the employee shall return the article immediately to the customer at the standard delivery rate.
- 15.09** Any driver who exceeds a twelve (12) hour shift shall pay to the relief driver or the owner an additional flat of \$7.80 per hour.

ARTICLE 16
SICKNESS/SICK LEAVE

- 16.01** A driver off work due to accident or illness shall notify the Company that he is unable to work by calling in to the dispatch office. The driver must notify the company one (1) hour prior to his shift if he is on the afternoon-evening shift. Should he fail to do so, the driver will pay for his total flat. In the event of the day shift driver, he must notify the company at least one (1) hour prior to the commencement of his shift otherwise he will be responsible for the total flat. If the driver becomes ill during his shift he will not be responsible for his full flat unless he fails to notify the dispatch office. Drivers shall be entitled up to six (6) sick days off without payment of flats per annum. It is further understood that any driver who books himself off the dispatch, this will be considered part of his six (6) sick day entitlement.
- 16.02** Rental drivers while on sick leave if physically able, shall park their taxicabs or livery vehicles at the car owner's premises, or failing that shall immediately contact the car owner with notification of where the vehicle and keys are located.
- 16.03** Owner/operators shall, when possible, find a replacement driver while on sick leave. Such replacement shall be scheduled through the booking agent.
- 16.04** Leave of absence, without pay, shall be granted to an employee unable to work due to accident or illness, during such periods seniority shall continue to accumulate. Following his return he shall be reinstated and a vehicle will be assigned.

ARTICLE 17
SAFETY AND HEALTH

- 17.01** The parties to this agreement agree that the safety and health of the employees is of primary concern in the day to day operation of the business.
- 17.02** The car owner shall supply only safe and roadworthy vehicles which shall contain all the necessary equipment in good working order. The car owner shall ensure that all vehicles are maintained in good working order.
- 17.03** The car owner shall ensure that all rental vehicles meet or exceed a standard of excellence commensurate with the complete safety of the driver and travelling public. As a minimum, each rental vehicle shall meet the mechanical fitness standard as defined in provincial legislation
- 17.04** The driver who returns a vehicle as unsafe or unfit shall be supplied by the car owner with a roadworthy spare vehicle which shall be used until such time as the unsafe vehicle is declared safe. In the event the owner cannot provide a spare vehicle the driver will have the option of:
- (a) Going on another available vehicle through the booking agent.
 - (b) Waiting for his vehicle to be repaired (downtime to be deducted from his flat at \$7.80 per hour).
 - (c) Going home.
- 17.05** All taxicabs shall be equipped with air conditioning and a power trunk.

ARTICLE 18
TECHNOLOGICAL CHANGE

- 18.01** "Technological Change" means but is not limited to the introduction of changes to the present systems, the introduction by the Company of additional radio channels, computerized dispatching system or any other mechanized, electrical or other system including but not limited to fuel systems.
- 18.02** In the event of any technological change the Company shall notify the union in writing at least one hundred and twenty (120) days before the introduction of such changes unless agreed to by the union.
- 18.03** The Company further agrees that it will not impose any additional fee or otherwise charge an employee as a result of technological change without first negotiating the same with the union.

ARTICLE 19
INSURANCE

- 19.01** Every car owner has the right to obtain insurance from the insurance broker or insurance company of their choice without interference from the Company. The company must be supplied with proof of insurance, the driver will be required to supply the company with a driver abstract semi-annually.
- 19.02** The car owner shall supply at no cost to the employees, accident benefits in the insurance policy to provide the benefits as required by law.
- 19.03** Drivers will pay up to \$500.00 Deductible if the driver is at fault in an accident. In every accident the driver shall call the polices so that a report be on file with the police department.

- 19.04** The Company shall pay to the union \$3.00 plus G.S.T. per member per month for life insurance by separate cheque.

ARTICLE 20
GRIEVANCE PROCEDURE

- 20.01** It is the mutual desire of the parties hereto that complaints of the employees be adjusted as quickly as possible. To that end, the parties have adopted that following grievance procedure.
- 20.02** A grievance may arise from a dispute concerning the interpretation, application administration or alleged violation of this agreement.
- 20.03** Should a group grievance or a union or policy grievance develop it shall be filed at Step 2.

Step 1

If an employee has a complaint which has not been adjusted to the employee's satisfaction by his/her immediate supervisor it may be taken up as a grievance within seven (7) working days of the supervisor's decision. A grievance shall be submitted in writing to the supervisor. The supervisor shall reply in writing within five (5) working days.

Step 2

Failing settlement of the grievance by the supervisor it may be referred to the Company and/or any other person or persons designated by the Company within twelve (12) working days after the decision is given by the supervisor. The grievance shall be submitted in writing and a meeting arranged between the grievor and the representative of the Company within twelve (12) working days from the

date of submission. A representative of the union shall be present at all step 2 meetings.

- 20.04** Failing settlement under the above of any differences concerning the interpretation, administration, application or alleged violation of this agreement, the matter in dispute may be taken to arbitration as hereinafter provided.

ARTICLE 21
ARBITRATION

- 21.01** Any grievance that goes to arbitration shall be heard before a single arbitrator. Within fourteen (14) calendar days after notice has been given that a grievance will proceed to arbitration, the parties shall meet and agree on a single arbitrator.
- 21.02** If the parties cannot agree on an arbitrator within the above- mentioned fourteen (14) calendar days, either party will request the provincial minister of labour to appoint an arbitrator and this appointment shall be binding on both parties.
- 21.03** The arbitrator is to be governed by the following provisions:
- (a) the arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties to this agreement and all affected employees.
 - (b) the arbitrator shall determine his own procedure but shall give full opportunity to all parties to present evidence and make representations.
 - (c) the arbitrator shall not have the power to alter or amend any of the provisions of this agreement.
 - (d) the costs of the arbitrator shall be borne equally.

- (e) Witness fees and allowances shall be paid by the party calling the witness.

ARTICLE 22
LICENCE PLATES

22.01 All drivers who are operating under a license plate which is owned or controlled directly or indirectly by the company shall continue to have authorized use of that license for the duration of this agreement unless the license is revoked for just cause.

Just cause is defined as but not limited to the following:

- (a) failure to meet monetary obligations.
- (b) failure to provide insurance.
- (c) drinking and driving.
- (d) the lessee must continue as one of the full time drivers of the car.

22.02 There will be no charge levied against any driver for commencing employment under a licence except for the charges outlined in this agreement.

22.03 The Company will maintain a priority list of drivers waiting for a license plate. Priority shall be given to employees in the bargaining unit based on seniority and the ability to meet the criteria as listed below and a copy will be given to the Union upon request. It is further agreed that the criteria for being granted a license plate shall be as follows:

- (a) A driver wishing to be granted a plate shall have at least (1) one year of seniority as a full-time driver.
- (b) Must be able to purchase a vehicle approved by the company and insurance within a

reasonable period from the time the plate is offered to him. Driver must also pay his stand rent in order to secure the plate.

- (c) Have a good record of payment concerning his flats to the Company,
- (d) Stand fees to be paid to City Wide Taxi Monday by 4:00 pm and in advance.
- (e) The lessee must continue as one of the full time drivers of the car.

22.04 The maximum number of licenses at the time of signing this agreement to be authorized for Union use will be 30%. The percentage calculation will be based on whole numbers, decimals not to be rounded up to the next whole number. If the Union is under quota the Union will be offered the next available license plate for lease.

In the event that a plate is returned to the owner by a bargaining unit member, the plate owner has the full right to either operate the plate or re-offer the plate for lease.

ARTICLE 23 **COMMITTEES**

23.01 A union management committee shall be appointed consisting of up to two (2) representatives from the union and up to two (2) representatives from the Company. This committee shall meet at least every six (6) months for the purpose of discussing matters of mutual concern.

23.02 A rules committee shall be appointed consisting of two representatives of the union and two representatives of the Company. This committee shall meet within thirty (30) days of the written request of either

party for the purpose of negotiating changes to the rules, regulation and dispatch procedures. This committee shall also be known as the Health and Safety Committee.

23.03 The rules, regulations and procedures developed by these committees from time to time shall form an integral part of this agreement.

ARTICLE 24
SENIORITY

24.01 The Company shall, within thirty (30) days of the signing of this agreement, formulate a seniority list based on the length of continuous service in the bargaining unit. A copy of the seniority list shall be given to the union upon request.

24.02 Seniority shall be the principal governing factor for all facets of the Company's business covered directly or indirectly by this agreement.

24.03 Seniority is defined as the length of continuous service and shall be applied on the following basis and in the following order:

Class #1 - Car Owner

- (a) Driver as most seniority driver on his own car.
- (b) Car owner cannot displace his permanent relief driver who is full-time.
- (c) Car owner cannot displace a permanent full-time driver due to an accident or breakdown on his vehicle.
- (d) Car owner can displace a full-time floater or a part-time driver if seniority governs.

Class #2 - Full-Time Driver (on a permanent car)

- (a) Full-time driver works 4 shifts or more on same car per week
- (b) Full-time driver cannot displace another full-time driver who has a permanent car, due to accident or maintenance.
- (c) Full-time driver who asks for an extra shift other than their regular booked shifts will bid on cars with other full-time floaters and seniority will prevail.
- (d) When a full-time driver's car has a break down, the make-up shift car becomes the driver's car. The driver cannot be displaced by a full-time floater or permanent driver seeking an extra shift.

Class #3 Full-Time Floating Driver

(no permanent car)

- (a) Driver scheduled and available to drive 4 shifts or more per week.
- (b) Driver must do (A) above for a period of four consecutive weeks to be classed as a full-time floater.
- (c) Driver is classed as floater because:
 - (1) Full-time car not available
 - (2) Personal choice to float
- (d) When a permanent car becomes available a full-time floater will have the option of using their seniority to become a driver on a permanent car.

Class #4 Part-time Drivers

- (a) Driver drives 3 shifts per week or less
- (b) Driver cannot have permanent part-time car.

Booking Of Cars Procedure

- (a) The booking of all cars in Monday to Friday. The drivers must book with the Booking Agent by 1:00 PM for the same day-night shift and the following day shift.
- (b) Booking of cars for Saturday, Sunday, and Monday is Friday by 1:00 PM.
- (c) Drivers who have phoned in but have not been booked during this time, will be placed on a seniority priority list. All drivers who phone in after this time will be placed on the side list under already recorded drivers (a separate list).
- (d) If a car becomes available, the driver will be called between 1:00 pm and 2:00 pm according to seniority. If no verbal response received, their name will be left on the side list, but the company will continue calling names until first available driver responds verbally.

24.04 A newly hired employee shall be required to present to the Company all relevant documentation prior to commencing employment, namely:

- (1) Ontario or other provincial drivers license
- (2) Oshawa Taxi Drivers License
- (3) Motor vehicle record if requested
- (4) Proof of union membership

Employees shall be considered on probation from the seniority provisions for a period of sixty (60) days.

24.05 The Company shall maintain a seniority list showing the date upon which each employees continuous service commenced.

- 24.06** An employee shall lose seniority:
- (1) upon voluntarily quitting or resigning
 - (2) upon discharge for just cause and not being reinstated through the grievance or arbitration procedure.
- 24.07** The Company shall recall laid off employees in the reverse order of the lay-off.
- 24.08** Seniority shall not be interrupted during an absence due to accident or illness. Car owners returning under such circumstances shall be returned to work displacing the most junior car owner. Rental drivers returning under such circumstances shall be returned to work displacing the most junior rental driver.
- 24.09** The parties are in agreement with the principle of promoting an experienced fleet of drivers and owner operators. The company agrees to take reasonable steps to place displaced drivers and owners operators on available vehicles or licenses.

ARTICLE 25
HOLIDAYS

- 25.01** The employees shall be entitled to the following statutory holidays
- New Years Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day

The Company agrees to schedule a maximum of 15 cars per shift on a voluntary rotating basis for the above holidays including Easter Monday and Civic Holiday. The parties further agree to increase or decrease the number of cars scheduled based on the previous year's statistics.

ARTICLE 26
VACATION PAY/TIME OFF

- 26.01** The company agrees that all rental drivers with more than one year of seniority shall be entitled to vacations of up to four (4) weeks per year. Employees shall give the company one month's notice before taking vacation.
- 26.02** A leave of absence may be granted to an employee wishing to extend his vacation to a maximum of three (3) months.
- 26.03** The Company agrees to grant all employees with three months or more continuous service the necessary time off up to three days without fees at the time of the death of the following relatives of the employee: Father, Mother, Spouse, Son, Daughter, Brother, Sister, Mother-in-law and Father-in-law, Sister-in-law, Brother-in-law, Grandparent, Niece, Nephew, Aunt and/or Uncle.
- In the case of a car owner stand fees shall be paid and he shall be entitled to make up any the lost shifts pursuant to article 27.03.
- 26.04** Maternity leave shall be granted in accordance with the Employment Standards Act as amended where applicable. All employees shall be entitled to one week's paternity leave at the time of birth of their child.

ARTICLE 27
WORK WEEK

- 27.01** The Company agrees *the* employees shall determine their work week subject to the provisions of this agreement.
- 27.02** The Company shall, at least one week in advance, post a schedule listing the vehicles eligible to work and the vehicles scheduled off,
- 27.03** Car owners shall be entitled to make up any lost shifts or parts thereof equal to the time that the car was down in cases of mechanical breakdown or bereavements. There shall be no making up of lost shifts except as outlined above. Lost shifts shall be on a posted list in order of occurrence.
- Such list shall be posted to enable to the Union Executive to monitor. (Effective date of ratification - a new shift make up list will be started and posted)
- 27.04** Each taxicab shall be scheduled to eleven (11) shifts during the period November 1 to May 31 and to ten (10) shifts during the period June 1 to October 31. It is further agreed that shifts shall be reduced by one (1) shift during the "March Break" and the "two (2) week G.M. summer shut down. The shifts are as outlined in Schedule "A" attached hereto.

ARTICLE 28
GENERAL

- 28.01** The Company shall maintain its internal Company charge system. Employees shall be charged a fifty (50) cents administration fee on all charges. It is further agreed that there will be a 5% administration fee on all out-of-town calls. (any call over \$25.00) except post office out-of-town trips.

- 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 Company and the employee.
- 28.03** Proper signed receipts shall be furnished by the Company for all payments made by the employees. Said receipts shall show a complete breakdown of all payments made by the employee and the dates to which they apply.
- 28.04** The employees who own their own vehicles whether or not they own their own license shall have absolute choice of where their vehicle is to be repaired and or maintained.
- 28.05** The Company agrees that all employees will be free to purchase their fuel from the establishment of their choice.
- 28.06** Subject to the terms of this agreement, all car owners shall be free to place a second driver on their vehicles on their scheduled shift should they require. The Union further recognizes that no driver may make a claim because a single owner lessee refused to make his vehicle available.
- 28.07** In the event that additional cabs are needed to work for specific periods the Company shall call the cabs on a fair and equitable rotating basis.
- 28.08** No employee, either full-time or part-time, shall abuse or mistreat any vehicle.
- 28.09** Employees in the bargaining unit may at their discretion change their status from driver to car owner and vice versa if there is a license plate vacant or a vehicle (cab) is available.
- 28.10** The fares charged for out of town trips shall be attached to and form part of this agreement and

shall be increased by the same percentage as the meter is increased at the time that a meter increase takes effect.

- 28.11** The Company shall ensure that all vehicles have access to equal opportunity to work.
- 28.12** All employees shall be entitled to work their full shift regardless of the number of fares taken and regardless of destination.
- 28.13** The company shall ensure that receipt cards are made available at no cost to any driver.
- 28.14** The company shall supply at no cost to the employees all applicable charge card slips, vouchers and charge receipts.
- 28.15** Dispatchers and phone staff shall, when using the services of an employee in the bargaining unit, be charged the metered fare.
- 28.16** In the spirit of providing a harmonious and profitable business for both the employees and the company it is agreed that the company shall collect from each driver per driven shift, one (1) dollar which is to be used for the sole purpose of advertising, direct lines and the enhancement of service to the customer. The monies collected for this purpose shall be jointly administered by the company and the union. A record of expenditures shall be maintained and the union staff representative or designate shall be entitled to review such books with reasonable notice to the company. For the purpose of this clause specifically the company and the union agree to have a contract re-opener at the end of the first year of this collective agreement for the purpose of deciding whether or not the collection of the dollar shall continue it is further agreed that the monies which may be on hand at the time of the re-opening

will remain with the company and continue to be used for its original intent.

- (a) The Company shall set up a separate bank account and the Company shall collect the money from each driver and deposit into this account.
- (b) The Company and the Union shall set up and use a purchase order system where every expenditure shall be recorded and authorized by both the Company and the Union prior to any cheque being issued.
- (c) The Company shall produce a monthly record which shall be given to the Union. This record shall disclose the following:
 - (1) Total monies collected from the drivers
 - (2) Total shifts collected
 - (3) Total expenses for the month
 - (4) Balance on hand.
- (d) The drivers fund shall be used for the sole and exclusive purpose as outlined in 28.16. Neither party shall agree to use the funds for any other purpose.

ARTICLE 29
DISPATCH FEES AND RENTAL CHARGES

- 29.01** The company agrees that the current dispatch fees shall not be increased during the life of this agreement except for a meter increase whereupon the employees shall pay one hundred percent (100%) of the first percentage meter increase and fifty percent

(50%) of any future percentage meter increase. The current dispatch fees are \$245.00 (including G.S.T.) per week. *

29.02 All flats shall be based on \$77.90 (including G.S.T.) per shift plus the employee portion of UIC. Employees currently paying for propane shall pay a premium of \$2.50 per shift for the propane vehicle.

29.03 The employees shall pay one hundred percent (100%) of the first percentage meter increase and fifty percent (50%) of any future percentage meter increase.

ARTICLE 30
TERM OF AGREEMENT

30.01 This agreement shall take effect from April 24, 1997, to April 23, 2000, and be binding on both parties and shall continue to operate for annual periods of one (1) year each unless either party gives at least sixty (60) days notice prior to the expiry date that it wishes to amend this agreement.

30.02 It understood and agreed that this agreement shall continue in full force and effect until amended by negotiations.

Signed this 12th day of September, 1997.

FOR THE UNION

FOR THE COMPANY

Dan Garvey

David Johnson

Scott Amisson

David Lockwood

Keneth W. Huber

Terrance R. Muir

HUMANITY FUND

The Company will contribute a flat sum of \$400.00 each year on or before September 1st to the Steelworker's Humanity Fund. Such contributions will be mailed to: Retail Wholesale Canada, Canadian Service Sector, Division of the United Steelworkers of America, 6800 Campobello Road, Mississauga, Ontario L5N 2L8.

Please make your cheque payable to U.S.W.A. Humanity Fund. It is clearly understood that this Fund is to be utilized strictly for the purposes specified in the Steelworkers Humanity Fund Inc. Letter Patent, dated March 12, 1986.

Signed this 12th day of September, 1997.

FOR THE UNION

FOR THE COMPANY

Dan Garvey

David Johnson

Scott Amisson

David Lockwood

Keneth W. Huber

Terrance R. Muir

SCHEDULE "A"

DAY SHIFT

	SUN	MON	TUE	WED	THU	FRI	SAT
Nov. 1 - May 31	22	37	36	36	42	42	32
March Break	18	32	30	32	37	40	31
June 1 - Oct 31	18	32	31	33	40	40	28

G.M. Summer Shut Down

1st wk	16	30	28	28	33	35	24
2nd wk	16	30	28	28	33	35	24

NIGHT SHIFT

	SUN	MON	TUE	WED	THU	FRI	SAT
Nov. 1 - May 31	22	30	30	30	40	44	44
March Break	20	27	28	28	35	43	43
June 1 - Oct 31	18	25	27	27	38	44	43

G.M. Summer Shut Down

1st wk	16	22	24	25	34	43	43
2nd wk	16	22	24	25	34	43	43

DAY SHIFT

Nov 1 - May 31	11 shifts
March Break	10 shifts
June 1 - Oct 31	10 shifts
G.M. Summer Shut Down	9 shifts

NIGHT SHIFT

Nov 1 - May 31	11 shifts
March Break	10 shifts
June 1 - Oct 31	10 shifts
G.M. Summer Shut Down	9 shifts

When reasons such as weather conditions or business increases, if the company wishes to increase the shifts on a day to day basis, it will, with the **mutual agreement** of the **unit chairman** or **business agent**, be allowed to do so

The provisions of article 25.01 supersede this schedule

LETTER OF UNDERSTANDING #1

Between

366838 ONTARIO LIMITED, C.O.B. AS CITY WIDE TAXI
hereinafter referred to as "the Company"

and

**RETAIL WHOLESALE CANADA, CANADIAN SERVICE
SECTOR DIVISION OF THE UNITED STEELWORKERS OF
AMERICA LOCAL 1688**
hereinafter referred to as "the Union"

RE: Plate Availability

The parties have agreed to the following:

1. Plate #42 is to be used by City Wide Taxi on an Accessible Van until such time that the City of Oshawa issues TWO (2) Special Accessible Plates to City Wide Taxi;
2. Once the City of Oshawa has issued City Wide Taxi both Special Accessible Plates then a plate will be made available for leasing and will be posted for the bargaining unit members;

For further clarification. should a plate become available prior to the TWO (2) Special Plates being issued from the City of Oshawa, and a Union member leases this plaie then this letter becomes Null and Void.

Signed this 12th day of September, 1997.

FOR THE UNION

FOR THE COMPANY

Dan Garvey

David Johnson

Scott Amisson

David Lockwood

Keneth W. Hubei

Terrance R. Muir

LETTER OF UNDERSTANDING #2

4

Between

366838 ONTARIO LIMITED, C.O.B. AS CITY WIDE TAXI
hereinafter referred to as "the Company"

and

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

hereinafter referred to as "the Union"

RE: Priority Waiting List

The Company and Union agree that the only plates put on the road at City-Wide Taxi in Oshawa are those that are issued through the City's priority waiting list. It is further agreed that the Company may obtain one (1) plate for the sole and exclusive use of operating a handicaps van.

Signed this 12th day of September, 1997

FOR THE UNION

FOR THE COMPANY

Dan Garvey

David Johnson

Scott Amisson

David Lockwood

Keneth W. Huber

Terrance R. Muir