

Collective Agreement

between

COMFORT CAB

(Hereinafter called the "Company")

and



UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION (**UNITED STEELWORKERS**)

on behalf of it's **Local 2014**
(Hereinafter called the "Union")

September 15, 2014 to September 14, 2017

14658 (01)

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NO.</u>
<u>ARTICLE 1 - PURPOSE</u>	1
<u>ARTICLE 2 - UNION RECOGNITION</u>	1
<u>ARTICLE 3 - MANAGEMENT RIGHTS</u>	1
<u>ARTICLE 4 - MANAGEMENT'S DUTY OF FAIRNESS</u>	2
<u>ARTICLE 5 - SOLE AUTHORITY</u>	2
<u>ARTICLE 6 - UNION SECURITY</u>	2
<u>ARTICLE 7 - TRANSFER OF OPERATIONS</u>	3
<u>ARTICLE 8 - CONTRACTING OUT BARGAINING UNIT WORK</u>	4
<u>ARTICLE 9 - UNION REPRESENTATION</u>	4
<u>ARTICLE 10 - DISCIPLINE AND DISCHARGE</u>	5
<u>ARTICLE 11 - NO DISCRIMINATION</u>	6
<u>ARTICLE 12 - STRIKES, LOCKOUTS, PICKET LINES AND LABOUR DISPUTES</u>	6
<u>ARTICLE 13 - ILLEGAL ACTS</u>	7
<u>ARTICLE 14 - DISPATCH</u>	7
<u>ARTICLE 15 - EMPLOYEE'S DUTIES</u>	9
<u>ARTICLE 16 - SICKNESS/SICK LEAVE</u>	10
<u>ARTICLE 17 - SAFETY AND HEALTH</u>	11
<u>ARTICLE 18 - DOWNTIME</u>	11
<u>ARTICLE 19 - INSURANCE</u>	12
<u>ARTICLE 20 - GRIEVANCE PROCEDURE</u>	12
<u>ARTICLE 21 - ARBITRATION</u>	13
<u>ARTICLE 22 - LICENCE PLATES</u>	13
<u>ARTICLE 23 - COMMITTEES</u>	13
<u>ARTICLE 24 - SENIORITY</u>	14
<u>ARTICLE 25 - HOLIDAYS</u>	16
<u>ARTICLE 26 - VACATION PAY/TIME OFF</u>	16
<u>ARTICLE 27 - WORK WEEK</u>	17
<u>ARTICLE 28 - GENERAL</u>	17
<u>ARTICLE 29 - DISPATCH FEES, LEASE FEES AND RENTAL CHARGES</u>	18
<u>ARTICLE 30 - TERM OF AGREEMENT</u>	19

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 Saskatoon save and except supervisors and those persons the rank of supervisors, dispatchers, call takers, office and clerical staff and multi plate/multicar 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 for a fee of two hundred dollars (\$200).

- 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, multi-plate owners and/or multi-car owners/lessee operating within the Company and the employees.

ARTICLE 6 - UNION SECURITY

6.01 Membership & Dues Check Off

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a Check-off Authorization to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers
- (b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will remain with the Local, the Union portion of the Check-off Authorization as per Article 2.04 (a) will be mailed to the servicing staff office.

6.02 Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and

assessments prescribed by the International Constitution of the United Steelworkers on a per pay period basis.

- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the end of each pay period, the dues so deducted shall be made payable and remitted to the International Secretary-Treasurer at an address provided by the Union.
- (d) The bi-weekly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the pay period, each pay period), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the pay period. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded to:

United Steelworkers
Servicing Staff Office
110A-2103 Airport Drive
Saskatoon Saskatchewan S7L 6W2
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration.
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

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 8 - CONTRACTING OUT BARGAINING UNIT WORK

8.01 The company shall not contract out bargaining unit work.

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, photocopy of Taxi Driver ID 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 USW Staff Representative 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 Local Union Executive or the USW Staff Representative 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 four (4) per month and shall be broadcast for both the day and night shifts provided notice is pre-approved by the company. Such approval will not be unreasonably withheld.

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 In the event that the Company (company owned car) has a workforce reduction, the reduction shall be based on Seniority. Most junior employee will be laid off first and most senior employee, who has been laid off, will be recalled first.
- 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, 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 Comfort Cab management.
- 10.02 The company shall provide the employees and the union with written notice of any discipline or discharge at the time of the offence or the penalty, or it 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 six (6)

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.

- 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, the employee will have the right to a union steward of their choice. 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 - NO DISCRIMINATION

11.01 No employee of the Company shall be intimidated or discriminated against by either party because of membership or non-membership in any union, or because of their race, religion, religious creed, colour, sex, political belief, nationality, ancestry, place of origin, or age (with the exception of an employee's normal retirement date). In addition, consistent with the provision of the Human Rights Act, 1993, the parties agree that there shall be no discrimination by either the Company or the Union by reason of family status, sexual orientation, marital status or disability

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 Comfort Cab dispatch service, originating in Saskatoon and having a destination in any municipality, shall be dispatched only to Saskatoon licensed Comfort Cab taxicabs.
- 14.02 All calls or trips placed through the dispatch service, originating outside the City of Saskatoon shall be dispatched only to Saskatoon licensed Comfort Cab taxicabs. The booking zones for the dispatch of taxicabs shall not be changed without the written approval of the union.
- 14.03 The company agrees that the dispatch service shall be the only dispatch system controlled directly or indirectly by the company.
- 14.05 The company shall ensure equal, fair and just distribution of all calls or trips and a uniform dispatch procedure for all shifts.
- 14.06 The company shall ensure that all requests for taxicab service are dispatched through the dispatch system 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.
- 14.07 Any requests for non-metered service or other special services, and other contract runs shall be distributed 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 dispatch service.
- 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 (within normal operating parameters and policies), 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
 - (d) that the driver is in full uniform
 - (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. A union 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 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. Radio back up system will not be considered as a dispatch system unless all employees are trained on the radio dispatch system.
- 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. All flat rate trip assigned out of town completed in the previous month and for the next coming month will be posted for each month. The Company will ensure that these flat rate trips are properly and equitably dispatched amongst the drivers.
- 14.20 All the taxi GPS systems shall be locked at all times unless there is a technical problem with the system. If any GPS system is open then it will be informed to the entire fleet and all repairs will be done in a timely manner.

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 as per company policy.
- 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.
 - (vii) a driver may refuse an out of town trip with a reason

- 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.
- 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 dispatch office for free, or to the owner at his convenience for a \$25.00 fee or turn the article in to the nearest police station. These provisions will be done within 48 hours.
- 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 \$15.00 per hour.
- 15.10 All out of town trips (excluding charges) must be prepaid.

ARTICLE 16 - SICKNESS/SICK LEAVE

- 16.01 A driver off work due to accident or illness shall notify the company via the dispatch that he is unable to work. The driver must notify the dispatch 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 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 company.
- 16.04 Leave of absence, without pay, shall be granted to an employee unable to work due to accident or illness, during such period's 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 as per City of Saskatoon legislation. The car owner shall ensure that all vehicles are maintained in good working order.

The franchise owner shall supply all the necessary required equipment in good working order and maintain such equipment at their cost (examples include but not limited to the following: decals, radio, computer, cables and top light etc.). Any replacement decals not covered by insurance will be the shared at equal cost of the franchise owner and car owner (50/50).

Any upgrades or improvement to computer system that causes the need of equipment to be changed shall be the responsibility and cost of the Company.

- 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 City of Saskatoon 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 Company, if cars owned by Company.
 - (b) Waiting for his vehicle to be repaired (downtime to be deducted from his flat at \$5.75 per hour). Drivers will allow one (1) hour of downtime for oil changes and other minor repairs with no deduction to fees.
- 17.05 All taxicabs shall be equipped with working air conditioning and heat.

ARTICLE 18 – DOWNTIME

- 18.01 Any vehicle that is out service due to an accident, at the drivers fault, will not be charged Office Fees equivalent to ten (10) days if the vehicle is not in service for at least eleven (11) days consecutive days. Drivers will not pay any lease fee when they are not provided a car to drive.

ARTICLE 19 – INSURANCE

- 19.01 The car owner/company shall supply at no cost to the employees, accident benefits in the insurance policy to provide the benefits as required by law. The insurance policy will include wildlife coverage and accidental death benefits.
- 19.02 Drivers will pay Deductible if the driver is at fault in an accident. The deductible will be paid when the owner provides proof of the deductible with a receipt and the driver will not pay the GST.
- 19.03 If there are no winter tires supplied by the car owner, the driver will not be responsible for any deductible.
- 19.04 In the event that a car is damaged or vandalized by a customer and a police report is filed, the car owner will be responsible for the deductible.

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. The Union or Company may, on giving fifteen (15) days notice in writing to either party of its intention, refer the dispute to arbitration. The selection of an arbitrator shall be by rotation from the panel listed below.

1. Francine Chad-Smith
2. Ken Norman
3. Beth Bilson

If an arbitrator so selected is unable to serve, then the next arbitrator on the panel shall be selected. If an arbitrator on the panel is permanently unable to serve, then the parties shall jointly select a replacement. If the parties cannot mutually agree upon an arbitrator within ten (10) days, the appointment shall be made by the Minister of Labour of the Province of Saskatchewan upon request of either party. The decision of the arbitrator in respect of an interpretation or alleged violation of this Agreement, shall be final and binding upon the parties, but in no event shall the arbitrator have the power to alter, modify or amend this Agreement in any respect. Each party shall pay the expenses incurred in connection with the presentation and preparation of its own case. The parties shall bear in equal shares the expenses of the arbitrator. Witness fees and allowances shall be paid by the party calling the witness. The arbitrator shall hear and determine the difference or allegation and shall render a decision within ninety (90) days which will not be subject to any appeal.

ARTICLE 22 - LICENCE PLATES

22.01 *(TBD by Labour Relations Board see MOA #1)*

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

22.03 *(TBD by Labour Relations Board see MOA #1)*

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. An employee shall not have any seniority, and shall be considered as a probationary employee until the employee shall have attained seniority status by actually working a total of thirty (30) calendar days. Upon completion of this probation period, an employee shall acquire seniority status, and shall have a seniority date back-dated to his date of original hire.

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 unless with mutual agreement between the parties or for just cause.
- (c) Car owner cannot displace a permanent fulltime 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.

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

- (1) Saskatchewan or other provincial drivers' license
- (2) Saskatoon Taxi Drivers License
- (3) Motor vehicle record if requested
- (4) Proof of union membership
- (5) G.S.T. number

24.05 The Company shall maintain a seniority list showing the date upon which each employee's 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 to their previous held position and the replacement owner would bump accordingly the most junior owner. Rental drivers returning under such circumstances shall be returned to work to their previous held position and the replacement driver shall bump accordingly the most junior driver.

ARTICLE 25 - HOLIDAYS

25.01 The employees shall be entitled to the following statutory holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day (July 1)
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Saskatchewan Day	Remembrance Day
EID Days (2)	

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.
(This article only applies in the event that the Company directly employs drivers in cars provided by the Company.)

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 months' 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. Such requests will not be unreasonably denied by the Company.
- 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~~. m^r

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 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.

ARTICLE 28 - GENERAL

28.01 Dispatchers and phone staff shall, when using the services of an employee in the bargaining unit, be charged the metered fare.

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 The Company will supply and furnish all computer, dispatch and radio equipment required to operate a taxi at no cost. All repairs will also be at no cost.

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 All vehicles under this agreement shall follow City of Saskatoon by-laws.
- 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 current deposit fee for all vehicle equipment installed under Article 17.02 is \$1500. The deposit fee will be reimbursed within seven (7) days of the equipment being returned in good working condition.

ARTICLE 29 - DISPATCH FEES, LEASE FEES AND RENTAL CHARGES

29.01 Dispatch Fees

The company agrees that the current dispatch fees shall not be increased during the life of this agreement.

The current dispatch fees are:

- (a) 10% of all dispatched fares (including G.S.T.) per week.
- (b) 5% charge for all credit card transactions
- (c) \$0.90 per debit transaction with \$0.50 being credited back to the driver
- (d) the company will not charge less than the appropriate flat rate without union authorization

29.02 *(TBD by Labour Relations Board see MOA #1)*

29.03 Rental Charges

- Standard Car Lease Fee will be \$483.00 (including G.S.T.) per week (7 days) and flats shall be based on \$69.00 (including G.S.T.) per shift (12 hours)
- Hybrid Car Lease Fee will be \$518.00 (including G.S.T.) per week (7 days) and flats shall be based on \$74.00 (including G.S.T.) per shift (12 hours)

- Wheelchair Van Lease Fee will be \$425 (including G.S.T.) per week (7 days). NOTE: *The dispatch system will assign a wheelchair trip to a wheelchair vehicle on the priority basis and the driver must service the trip.*

29.04 Office Fees

Office fees will be \$192.85 a week (including G.S.T.).

ARTICLE 30 - TERM OF AGREEMENT

This agreement shall take effect from September 15, 2014 to September 14, 2017, 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 but not more than one hundred and twenty (120) days prior to the expiry date that it wishes to amend this agreement.

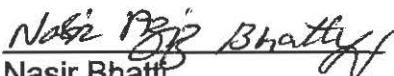
It is understood and agreed that this agreement shall continue in full force and effect until amended by negotiations.

Signed this 9 th day of SEPTEMBER, 2014.

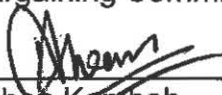
FOR THE UNION



Mike Pulak
USW Staff Representative



Nasir Bhatti
Bargaining Committee



Ashan Kamboh
Bargaining Committee

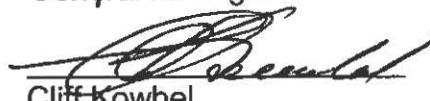


Malik Umar Draz
Bargaining Committee

FOR THE COMPANY



Javed Mian
General Manager



Cliff Kowbel
Office Manager

LETTER OF UNDERSTANDING #1

Summary of Benefits

The Union reserves the right to have the Company deduct from the earnings of each full time employee an amount per month payable to the Steelworkers Trusted Benefits Fund for employee benefits as summarized below if the membership chooses at a later date.

Vision

Dental

Life Insurance

Dependent Life Insurance

Prescription Drugs

Signed this 9th day of SEPTEMBER, 2014.

FOR THE UNION



Mike Pulak
USW Staff Representative

FOR THE COMPANY



Javed Mian
General Manager

Memorandum of Understanding #1
Re: Lease Agreements and the Collective Agreement
Proposed Articles 22.01, 22.03 and 29.02

1. The parties acknowledge that they are in dispute as to whether Comfort Cabs Ltd. is obligated to bargain collectively as the employer under the Saskatchewan Labour Relations Board certification order of April 13, 2014 in respect to the terms and conditions of a lease between a franchise owner and a lease owner or operator.
2. The parties agree to defer the resolution of that issue, which may also include consideration of whether a franchise owner is a common or related employer of Comfort Cabs Ltd., to a hearing and determination of an application(s) by the United Steelworkers to the Saskatchewan Labour Relations Board.
3. The parties agree that if the Labour Relations Board determines that Comfort Cabs Ltd. is obligated to bargain lease terms collectively and/or that the franchise owners are related and common employers to Comfort Cabs Ltd., this Collective Agreement shall be immediately reopened to bargaining only on the lease terms and conditions between franchise owners and lease owners or operators and, absent agreement otherwise, no other issue or provision of the Collective Agreement.
4. The parties further agree that in the event collective bargaining is required pursuant to para. 3, that the parties will utilize interest arbitration to resolve any subsequent impasse in bargaining such terms and conditions of the lease and, in the event they are not able to agree on a single arbitrator to hear and determination such interest arbitration, that an appointment will be requested by the Minister of Labour for Saskatchewan from the Ministry's list of grievance arbitrators.
5. The parties agree that this Memorandum of Understanding forms part of the Collective Agreement between the parties and enforceable as any other provision of that Collective Agreement pursuant to Part VI of *The Saskatchewan Employment Act*, Chap. S-15.1 of the *Statutes of Saskatchewan, 2013*.

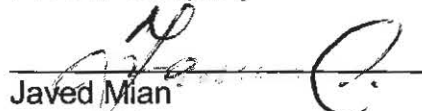
Agreed and dated this 9th day of SEPTEMBER, 2014.

For the Union



Mike Pulak
USW Staff Representative

For the Company



Javed Mian
General Manager

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 the following:

- (a) failure to meet monetary obligations.
- (b) drinking and driving.
- (c) the lessee must continue as one of the full time drivers of the car within the parameters of this agreement .

Any changes to this article must be mutually agreed to by the union and the company.

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 within a reasonable period from the time the plate is offered to him within the parameters set out in the City of Saskatoon by-laws.
- (c) Have a good record of payment of fees to the Company and union dues to the union.
- (d) The lessee must continue as one of the full time drivers of the car.
- (e) The lessee must maintain any driver associated with the previous lessee unless the driver can be accommodated to another lessee by the company.

29.02 Lease Fees

- (a) All standard taxi lease owners who operate within Comfort Cab shall pay a lease fee of \$1200.00 per month for the life of this agreement.

Any standard current lease owners who are paying more than \$1200.00 per month, as of the date of certification of the Union, will have their lease fee frozen until such a time that the negotiated lease fee in this collective agreement surpasses it.

- (b) All Wheelchair Accessible lease owners who operate within Comfort Cab shall pay a lease fee of \$0 per month for the life of this agreement.

Office expense only (dispatch fees).