

COLLECTIVE AGREEMENT

BETWEEN



DUFFY'S TAXI (1996) LTD.

AND



**UNIFOR
AND ITS LOCAL 144**

EFFECTIVE

March 28, 2014 to March 27, 2017

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AGREEMENT

BETWEEN DUFFY'S TAXI (1996) LTD., a body corporate carrying on business in the City of Winnipeg area, in the Province of Manitoba, hereinafter referred to as the "Company"

AND UNIFOR AND ITS LOCAL 144, hereinafter referred to as the "Union".

WHEREAS the Company and the Union desire to co-operate in establishing and maintaining conditions which will promote a harmonious relationship between the Company and employees covered by this Agreement, provide methods for fair and amicable adjustment of disputes which may arise between them and to promote efficient operation,

THEREFORE, THE UNION AND THE COMPANY MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1 - RECOGNITION

- 1.01 The Company recognizes the union as the sole and exclusive bargaining agent with respect to wages, hours of work, and other working conditions, for all employees of Duffy's Taxi (1996) Ltd. in the City of Winnipeg, in the Province of Manitoba, except those excluded by the Act.
- 1.02 Masculine or Feminine Gender: in this Agreement, the use of the masculine terms shall also include the feminine and vice versa, where appropriate.
- 1.03 Plural and Singular: when the plural is used it shall also mean the singular, wherever applicable.

ARTICLE 2 - UNION SECURITY

- 2.01 The Company agrees to provide the Unit Chairperson, once every two months, with a list containing the names of all employees who leave the employment of the Company or when changes occur, whichever comes first.
- 2.02 No employee shall be discharged, disciplined or discriminated against for Union activities expressly permitted by this Agreement during working hours or for lawful Union activities or for performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.
- 2.03 **The National portion of union dues shall be 0.735% of a workers regular wage with respect to regularly scheduled hours and the Local portion at 0.619%. Regular pay/wages includes, where applicable, but is not limited to vacation pay, holiday pay, jury duty pay, full paid leave compensation, paid absence allowance compensation, cost of living allowance, supplementary unemployment benefits or an equivalent lay-off benefit, pay in lieu notice and accumulated overtime taken as straight time off. Regular pay/wages does not include overtime, shift, Sunday and**

holiday premiums, Workers compensation benefits, relocation termination or severance pay, pension, supplemental parental or maternity benefits.

The employer will furnish to the union on a bi-weekly basis a complete dues listing including; the names of all active and inactive employees, the amount of National and Local dues deducted for each employee, the relevant rate of pay and job classification for each employee, the number of hours upon which union dues were calculated, a reason should there be no deduction (i.e. WCB, layoff, etc.) The employer will provide a breakdown of those dues that belong to the National union and those that belong to the Local union, based on the two calculations outlined above. The dues can be paid on one cheque.

- 2.04 As a condition of employment, employees will become members of the Union and remain members for the lifetime of this Agreement. The Company shall deduct the regular monthly dues and assessments relating thereto which may be levied by the Local or National Union in accordance with the bylaws or the constitution of the Union.
- 2.05 Each year the Company will calculate the amount of union dues deducted from the employee's pay and shall indicate the same on the T-4 slip for each employee no later than February 28th.
- 2.06 The Company shall recognize a union committee of three employees.
- 2.07 The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security. A new employee shall be introduced to a Committee member who will provide the employee with a copy of the Collective Agreement.
- 2.08 The Company in recognition of the high quality of work performed by the employees, members of **UNIFOR** and the respectful relationship between the parties agrees to install **a 2 foot x 1 foot sign in the front window**. The Union will supply the **sign** which will at all time remain the property of the Union.
- 2.09 Union file cabinets shall be placed on the same floor as the Call Centre.

ARTICLE 3- NO CONTRACTING OUT

- 3.01 The Company shall not contract out any work that is presently being performed by members of the bargaining unit without the consent of the union.

ARTICLE 4 - PROBATIONARY PERIOD

- 4.01 New employees hired by the Company shall be on probation for **seven hundred (700)** working hours **effective the date of ratification**. During this probationary period such employees shall be covered by this Agreement but the Union expressly agrees that the Company shall have the right to discharge probationary employees.

ARTICLE 5 - REST PERIOD

- 5.01 The Company will make a reasonable effort to provide a paid 15 minutes rest period to all employees during the first half of the shift.
- 5.02 A paid lunch period of forty-five (45) minutes will be provided to all employees on each shift.
- 5.03 In circumstances where employees are not able to take their lunch period, they will receive payment of one (1) hour for the said time.
- 5.04 Breaks shall be provided as follows:

Work five (5) hours or less – 15 minute paid break
 Work six (6) hours or less – 30 minute paid break
 Work seven (7) hours or less – 45 minute paid break
 Work eight (8) hours or less – 60 minute paid break

ARTICLE 6 - HOURS OF WORK

- 6.01 The regular work week for full-time employees will consist of eight (8) hours per day, five (5) consecutive days per week (40 hours). All work beyond these hours will be voluntary. The assignment of shifts will be done by the Company on the basis of seniority.

The parties acknowledge that full time employees, on the basis of seniority, have selected their preferred shift. Once selected, full time employees shall remain on such shift unless the Company requires the employee to work an alternate shift for bona fide operational reasons, (i.e. insufficient experienced staff on that shift due to absence.)

In instances where the Company places an employee on a shift other than his/her selected shift, it shall discuss the change with the employee and make best efforts to advise the employee of the duration of time that the shift change shall remain in effect, which will not exceed six (6) weeks.

Subject to bona fide operational requirements, the Company shall endeavor to return the employee to his/her selected shift within the specified time frame.

The Company shall also make reasonable efforts to utilize part time staff, if available, to fill vacancies in order to avoid changes to a full time employee's selected shift.

Should it be necessary to temporarily move an experienced full time employee to another shift, whenever possible, it will be done in reverse order of seniority.

Part-time employees shall be assigned available hours of work on the basis of seniority. Part-time employees **must** declare restrictions by filing a duly completed "Declaration of

Availability” (Appendix C). Once restricted, a part-time employee may not exercise his/her seniority rights to claim hours assigned to other part-time employees until the restriction is removed or amended. **If an employee declares a restriction, management may exercise its discretion to fill that employee’s shift with due process which includes seniority.**

Upon removal or amendment of the restriction, the employee may not claim hours that had already been assigned to other employees. However, the employee may claim any additional available hours in accordance with his/her seniority entitlement.

- 6.02 a) Employees may be required to change shifts due to operational requirements of the Company providing it is not done for discipline, discrimination, and/or in bad faith. The Company prior to making such requests will discuss reasons for such change with the affected employee(s) and with a member of the union committee. In the event there are not twelve (12) hours of rest between the end of an employee’s shift and the start of his/her next shift, the employee will be paid at the rate of one and one-half (1 ½) times the regular rate for all hours worked on the next shift.
- b) When employees are absent from work due to illness, injury, leave of absence, the shift will be filled in accordance with seniority providing the employee has not restricted their hours of work. Should the Company not be able to fill the said shift with the remaining employees who are not scheduled to work 40 hours in that week, the Company will discuss with the restricted employee(s) in accordance with seniority the option of filling the shift.
- c) When an employee who is scheduled for forty (40) hours calls in, to advise of their absence, they will at the same time advise if they wish to be scheduled/called in for another available shift that week and, what days they are available. Should the employee be scheduled, they will be so advised. This will only be done in situations that do not trigger over time for the employee.

6.03 The normal shift schedule shall be from:

1st Shift	7:00 a.m. - 3:00 p.m.	Dispatcher/Senior Telephone Operator
	7:00 a.m. - 3:00 p.m.	Telephone Operator
	8:00 a.m. - 4:00 p.m.	Telephone Operator
	12:00 p.m. - 8:00 p.m.	Telephone Operator (Friday)
2nd Shift	3:00 p.m. - 11:00 p.m.	Dispatcher/Senior Telephone Operator
	3:00 p.m. - 11:00 p.m.	Telephone Operator
	8:00 p.m. - 4:00 a.m.	Telephone Operator (Friday)
	7:00 p.m. - 3:00 a.m.	Telephone Operator (Saturday)
3rd Shift	11:00 p.m. - 7:00 a.m.	Dispatcher/Senior Telephone Operator
	11:00 p.m. - 7:00 a.m.	Telephone Operator

Office Staff **8:30 a.m. - 4:30 p.m.**

- 6.04 No employees shall change shift amongst themselves without prior approval of the Manager or designate.
- 6.05 Employees who are transferred on a temporary basis to another classification:
- (a) shall be paid the higher rate for that classification if there is a single posted rate of pay for the higher classification.
 - (b) Shall maintain their rate of pay in the confirmed classification if acting in a lower rated classification.
 - (c) **Shall be paid the higher rate for that classification for all hours worked including overtime hours and statutory holidays.**
 - (d) When Telephone Operators act as Senior Telephone Operators, payment shall be as follows:

Less than 1040 Hours:	Start rate
After 1040 Hours:	After 1040 rate
After 2080 Hours:	After 2080 rate
After 4160 Hours:	After 4160 rate
- 6.06 The Company will prepare a **one (1) week** work schedule in accordance with seniority for all employees in the bargaining unit. Such work schedule **shall** be posted by the Friday in advance of the commencement of the said **one (1) week** work schedule. A copy of the schedule shall be provided to the Unit Chairperson. The schedule will be reviewed and discussed with a member of the Committee prior to being posted. The schedule does not require the Union's approval to be posted.
- 6.07 **If any scheduled employee calls in sick without giving 2 hours' notice, management will fill with employees who are immediately available.**
- 6.08 **Employees will sign up on every Friday by 3 p.m. for the next 7 days (1 week) who wants to be called in for unscheduled shifts – example sick calls, no-shows, etc. If any signed up employee is not available when management calls, the same employee forfeits his/her eligibility for the following 2 weeks.**

ARTICLE 7 - OVERTIME

- 7.01 All time worked in excess of eight (8) hours in a regular work day or forty hours in a week shall be paid at the rate of time and one-half.
- 7.02 Overtime shall be on a voluntary basis. First preference will be given to those employees first available in order of seniority who are not scheduled to work, then followed by the next available employee in the classification affected.

- 7.03 Overtime shall not be paid for Saturdays and Sundays if that is the employee's regular scheduled work day. Such Saturday or Sunday work shall be paid at regular straight time.
- 7.04 It is understood that vacancies resulting from absence for any reason shall be filled by the Manager or designate by offering the vacant shift in order of seniority to unrestricted employees who are not already scheduled to work forty (40) hours provided they possess the qualifications of the position. There is no requirement, stated or implied, to assign vacant shifts to full time employees if such assignment results in payment of overtime premiums. If the shift is not filled as set out above, it shall then be offered to other employees in order of seniority provided they possess the qualifications of the position.
- 7.05 An employee who works four (4) hours or more of overtime will be paid a meal allowance of **sixteen dollars (\$16.00) effective March 30, 2014.**

ARTICLE 8 - STATUTORY HOLIDAYS

- 8.01 The following days shall be considered holidays for which employees shall receive a normal day's wage of **8 hours wage at their rate of pay:**

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (First Monday in August)	Easter Sunday
Louis Riel Day (third Monday in February)	Labour Day

and any other day or portion of a day designated as a holiday by the Municipal, Provincial or Federal Government.

- 8.02 If a statutory holiday occurs during an employee's vacation they shall have the opportunity to take an extra day's vacation with pay.
- 8.03 Any employee who is required to work on a statutory holiday shall receive time and one half of their rate of pay for all hours worked plus any additional money they would have received had they not worked on that day.
- 8.04 When a Statutory Holiday occurs, the number of employees scheduled to work shall be subject to the business requirements that day. The employees that regularly work that shift will, by seniority, be scheduled to work that day. An employee who does not wish to be scheduled to work that day will so advise the Manager in writing two (2) weeks in advance of the holiday.
- 8.05 If the stat holiday falls on an employee's regular day off they will receive a day in lieu to be taken before their next annual vacation.**

ARTICLE 9 - WAGES

- 9.01 The hourly rate of pay for all employees shall be defined as per Appendix "B". Where an individual employee's weekly or hourly wage is higher, such wage or hourly rate of pay shall not be reduced by reason of this Agreement.
- 9.02 Scheduled or Call-in Time

Employees scheduled to work or called in who report to work, shall, if required to work less than four (4) hours, be guaranteed at least four (4) hours' pay at the regular rate of pay.

ARTICLE 10 - VACATIONS

- 10.01 Employees who have completed one (1) year of service from date of last hire shall be entitled to two (2) weeks' vacation with pay calculated at the rate of four percent (4%) of their earnings.
- 10.02 Employees who have completed four (4) years of service from date of last hire shall receive three (3) weeks vacation with pay calculated at the rate of six percent (6%) of their earnings.
- 10.03 Employees who have completed ten (10) years of service from date of last hire shall receive four (4) weeks' vacation with pay calculated at the rate of eight percent (8%) of their earnings.
- 10.04 Employees who have completed eighteen (18) years of service from date of last hire shall receive five (5) weeks' vacation with pay calculated at the rate of ten percent (10%) of their earnings.
- 10.05 The vacation schedule shall be posted for employees by February 28 of each year with the most senior employees being given preference to vacation dates.
- 10.06 Employees shall receive vacation pay on the pay date immediately preceding the start of vacation provided the employee notifies payroll on the Monday of the week during which vacation pay would be payable.
- 10.07 Employees will receive one (1) additional week of vacation with pay in the calendar year during which they complete their fifteenth (15th) continuous year of service from the date of last hire. This provision shall only apply in the fifteenth (15th) year. Pay for this additional week will be calculated at the rate of two percent (2%) of their earnings.

ARTICLE 11 - MANAGEMENT RIGHTS

- 11.01 The Company has the right to manage its business as it deems fit including the right to plan, direct and control its operations; the right to maintain discipline and efficiency of the employees, to require employees to observe reasonable rules and regulations, to hire, schedule, lay off or assign employees working hours; and the right to transfer, promote, demote, discipline, suspend or discharge employees for just and sufficient cause. The exercise of the foregoing shall not alter any of the specific provisions of this agreement. Should the company implement rules and regulations which the union deems unreasonable and unfit the union reserves the right to refer the said matter to arbitration for final settlement.
- 11.02 In administering this Agreement the Company shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 11.03 No Discrimination

The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity. A joint policy shall be agreed upon by both parties and provided to each employee. Such policy will form part of this Agreement.

ARTICLE 12 - SAFETY AND HEALTH

- 12.01 The Company agrees to comply with the provisions of the Manitoba Workplace Safety and Health Act as those provisions are in force from time to time.
- 12.02 The Safety Committee representative(s) will be allowed to take sixteen (16) hours paid educational leave once per year.
- 12.03 Employees will cooperate in keeping washrooms, lunchrooms and all common areas in a clean and sanitary condition.
- 12.04 The Company shall recognize a Safety Committee of three (3) employees and shall recognize the responsibilities of this committee in accordance with the Workplace Safety and Health Act, Code of Practice and regulations.
- 12.05 The Safety Committee members shall meet every three months or more frequently if health and safety conditions so require. Minutes of these meetings shall be posted on the bulletin board within two (2) weeks of the meeting with one (1) copy going to the Safety Committee and one (1) copy going to Management.
- 12.06 When an employee is injured at work so seriously and requires transportation, the Company agrees to provide transportation to point of treatment and home. Wages will be paid for the day of injury.

- 12.07 If an employee, who has sustained a work related injury and is incapable of performing the previous work, in their normal classification will be given the opportunity of accepting work that the employee can satisfactorily perform in another classification at their rate providing they have medical clearance and that a vacancy is available.
- 12.08 The Company will provide and maintain at no cost to employees personal protection equipment, as required by Workplace Safety and Health regulations.
- 12.09 Where a dispute regarding health and safety or the application or interpretation of this Article occurs, it shall be subject to the grievance procedure.
- 12.10 The Health & Safety Committee representatives will be allowed to conduct a safety audit prior to each safety and health committee meeting.
- 12.11 The Company shall make available accident report forms for employees to fill out in the event they become injured on the job. All injuries shall be reported to the Company as soon as possible following the injury.
- 12.12 The Company shall supply ergonomic chairs for all employees requiring same to perform their work duties.
- 12.13 The Company will provide, at no cost to the employees, equipment such as headsets, ear and mouth pieces.
- 12.14 The Company shall ensure that the ventilation system is properly working.
- 12.15 National Day of Mourning
Each year on April 28 at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.
- 12.16 The Company and the Union agree that the workplace shall be a non-smoking environment.
- 12.17 The Company will at all times ensure that the air conditioning is in proper working order to ensure the work place is a tolerable temperature at all times.
- 12.18 The Company will ensure that both doors are locked by 5 p.m. each day. A buzzer and camera will be at both entrances.
- 12.19 The Company will provide for the safety of its employees and their vehicles by ensuring that the parking lot **will have 4 stalls** for the sole use of bargaining unit employees **during the hours of operation**. In addition the parking lot will be monitored at all times by a video surveillance camera with recording system.
- 12.20 The Company will install above each work station individual lighting that if practical will be controlled by a separate dimmer switch. As well the Company will ensure that the carpets are cleaned a minimum of four (4) times per year (January, April, July & October).

ARTICLE 13 - MEETING ATTENDANCE

- 13.01 All meetings between the Union Committees and the Management of the Company shall be held during regular working hours, except by mutual agreement. In scheduling such meetings, a reasonable increment of time shall be allotted to discuss the business on hand. No employee serving on one of the above Committees shall lose regular time for attendance at meetings with Management and such time shall be considered as part of his regular shift.
- 13.02 Committee members shall be allowed leave from their regular duties during working hours, after requesting and receiving permission from the company representative, to attempt to remedy or investigate complaints of the employees. Such time shall not be unreasonably denied.
- 13.03 When employees are attending union business outside the workplace, the Company will continue wages and will bill the local union for wage loss.

ARTICLE 14 - STRIKES AND LOCKOUTS

- 14.01 There shall be no strikes, lockouts, stoppages of work or slowdowns during the life of this Agreement.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 The Company agrees to allow time off work for three (3) employees who have completed their probationary period for the purposes of attending negotiations for the renewal of the Collective Bargaining Agreement. The Company will provide accommodation during collective bargaining and pay for the lost time for members of the Committee to a maximum of eight (8) hours for each day the parties hold joint meetings or in instances where the Company cancels a scheduled meeting with less than twenty-four (24) hours notice. The total time paid by the Company shall not exceed **one hundred and twenty (120) hours** during each round of collective bargaining.
- 15.02 An employee selected or elected, by the Union for the transaction of Union business away from the workplace shall be granted leave without pay to fulfill such obligation.
- 15.03 **Paid Education Leave**

The Company agrees to pay into a special fund one thousand dollars (\$1,000.00) on March 28th of each year for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid annually into a trust fund established by Unifor - the National Union, made payable to Unifor Leadership Training Fund and sent by the company to the following address: Unifor Paid Education Leave Program, 205 Placer Court, Toronto, ON M2H 3H9. A copy of such deduction and details of remittance will be provided to the Unit Chairperson.

The Company further agrees that members of the bargaining unit, selected by the union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) months period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

- 15.04 The Company may grant a leave of absence without pay, for education or personal reasons. All requests will be made in writing. Subject to the operational requirements of the Company, the Company shall not unreasonably deny such leave of absence. The Unit Chairperson will be notified in writing of such leaves and if denied, the specific reason why.
- 15.05 The requesting and granting of any time off from work shall be done in writing.
- 15.06 The requesting and granting of any time off from work pursuant to this Article shall be in writing.
- 15.07 Where abuse of sick leave is suspected, the Company **will** require an employee, who has been absent due to sickness, to furnish a certificate by a duly qualified medical practitioner as to the inability of the employee to attend regular duties. The Company **will** also require the employees suspected of abusing sick leave provisions to furnish medical certificates in future instances of absences due to sickness provided the certificate is requested at the time the employee contacts the Manager to advise of the absence due to sickness. The Company shall reimburse the employee for the cost of the medical certificate. The Company shall administer this provision in accordance with Article 11.02 of the Agreement.

ARTICLE 16 - MATERNITY LEAVE

- 16.01 The Company agrees to grant a male employee one (1) days off without loss of pay as parental leave to be taken on or within three (3) days of the birth of the child.
- 16.02 Maternity leave of absence will be granted, subject to the following:
1. Maternity leave is available to employees with seventeen (17) weeks or more of service prior to the date of leave.
 2. In order to qualify for maternity leave, the employee must submit an application in writing at least four (4) weeks prior to the start of the intended leave along with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery. The formal application will be waived in the case of an employee who stops work because of birth that happens earlier than the date upon which the employee was expected to give birth.
 3. Maternity leave shall consist of a period not exceeding seventeen (17) weeks if the delivery takes place on or before the estimated date of delivery. If delivery takes place after the estimated date, maternity leave shall consist of a period of

seventeen (17) weeks plus the period between the estimated date of delivery and the actual date of delivery.

4. Maternity leave shall be considered as a leave of absence without pay. Appendix 'A' benefits coverage shall be maintained for eligible employees at no cost to the employee for the duration of the seventeen (17) week maternity leave provided:
 - a) The employee had been a participant in the benefits plan prior to application for maternity leave; and
 - b) The employee makes a written undertaking that she shall return to work and remain employed with the Company for the equivalent of at least six (6) months full time employment.
 5. An employee who wishes to resume employment on the expiration of leave granted in accordance with this section shall be reinstated by the employer in the position occupied at the time such leave commenced or in a comparable position with not less than the same wages and benefits. The employee must advise the Company in writing at least four (4) weeks prior to the intended date of return.
- 16.03 Disability caused by or resulting from pregnancy or resulting childbirth, or miscarriage will be treated as any other disability due to sickness except that no benefits will be paid under the long term disability plan while the individual is on a maternity leave of absence.
- 16.04 For the purpose of calculating seniority and length of service related benefits of an employee to whom leave is granted in accordance with this Article, employment after the termination of maternity leave shall be deemed to be continuous with employment before the commencement of maternity leave.
- 16.05 **Parental Leave**
The Company agrees to provide a parental leave of up to thirty-seven (37) weeks for an employee who is a natural parent or adoptive parent of a child, following the birth or the adoption of his/her child.
- 16.06 Parental Leave shall commence no later than the first anniversary date of the birth or adoption of the child. Employees who take maternity leave and elect to take parental leave must commence parental leave immediately at the conclusion of the maternity leave period.
- 16.07 Employees may elect to continue Appendix 'A' benefit coverage during the thirty-seven (37) week parental leave period by paying both the employee and employer portions of the applicable insurance premiums.

ARTICLE 17 - SENIORITY

- 17.01 Seniority and/or service with the Company for purposes of this Agreement shall be defined as the length of service with the Company from the date of last hire.
- 17.02 Seniority shall accumulate during all paid and unpaid authorized leaves of absence.
- 17.03 Seniority shall be considered broken and service terminated if an employee:
- (a) is fully discharged by the Company and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
 - (b) voluntarily quits or resigns;
 - (c) has been laid off continuously for a period of twenty-four (24) months or is called back to work after a lay-off and does not return to employment within ten (10) working days from the posting of a registered letter to the last address made known by the employee to the Company;
 - (d) is absent from work beyond three (3) consecutive working days without a written leave of absence, unless a satisfactory reason is given by the employee. A proven sickness or inability to communicate with the Company due to incapacitating illness shall be considered a satisfactory reason;
 - (e) fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given.
- 17.04 Should a vacancy occur within the bargaining unit, the Company will post such vacancy **if required** including vacant classification, rate of pay, days off and the hours of the shift(s) to be worked for five (5) working days to enable the employees to bid on such vacancy. Prior to filling a vacancy the Company will fill the shift(s) in accordance with seniority to a maximum of 40 hours per week providing the employee(s) have not restricted their hours in accordance with Appendix C. When making the selection, the Company will consider seniority being a factor for classifications. The successful applicant will be given 59 working days to familiarize him/herself with the job. During the familiarization period, the employee may choose to return to their former classification and shift within the said familiarization period and will receive the former rate of pay upon return to the previous classification. If the employee is found to be unsuitable for his/her new position, the Company may return the employee to his/her former classification provided such return is not implemented until the employee has been in the new position for at least forty-five (45) working days. If the Company elects to return the employee to his/her former classification, the employee shall return to his/her former classification and shift and shall receive the former rate of pay upon return to the previous classification.

In the event that the applicant employee does not qualify to perform the duties of office staff the Company will have the right to hire from outside.

In all other cases of senior telephone operator and telephone operators classifications, should no employees apply the company may hire new employees to fill the vacancy.

17.05 Lay-offs and Reduction

In the event of a lay-off or reduction in staffing, reverse order of bargaining unit seniority shall apply providing the person involved has the seniority and is able to perform the normal functions of the job.

17.06 Employees will be recalled in order of their seniority, providing that the employee to be recalled is able to do the work that is available and has not lost seniority in accordance with Article 17.

17.07 The Company agrees to provide the Unit Chairperson with a seniority list of the employees in the bargaining unit every two (2) months or when changes occur. A copy of the seniority list will be sent to the National Union office.

17.08 An employee transferred out of the bargaining unit into a position excluded by the MLB Certificate 4825 forfeits all accrued bargaining unit seniority. Supervisors and all excluded employees and outside companies will not perform any work of the bargaining unit except for the following conditions:

1. Emergency situations beyond the control of the Company.
2. Relief for breaks for telephone operators and dispatchers may be provided by the Company.
3. Temporary relief for periods up to five (5) days to fill vacancies in the Secretary/Bookkeeper classification when no qualified bargaining unit members are available.

17.09 Should a new classification be created during the life of the Agreement, the Company will set the rate and advise the Unit Chairperson in writing. The Unit Chairperson will request a meeting with the Company to discuss the rate and job classification.

ARTICLE 18 - TECHNOLOGICAL CHANGE

18.01 In the event of technological changes, the Company shall advise the Union, at least sixty (60) calendar days prior to the date on which they intend to make technological changes. The notice shall include the following:

- (a) nature of the technological change;
- (b) the date the Company intends to put into effect the technological change;
- (c) any other pertinent information.
- (d) When the Company introduces technological change as set out in this Article, it shall train all employees.

ARTICLE 19 - SEVERANCE PAY

19.01 If terminations result due to technological changes or for closure of operations covered by this Agreement, the Company shall provide each terminated employee with severance pay at the rate of three (3) weeks wages for each completed year of service or portion thereof to a maximum of 2 years wages.

ARTICLE 20 - VALIDITY OF AGREEMENT

20.01 In the event that this Agreement, or any portion of this Agreement, is held improper or invalid by any Court of Law or Equity or any Labour Relations Board or in the event that any portion of this Agreement conflicts with the law of the Province of Manitoba or of Canada, such decision and/or law shall not invalidate any other portion of this Agreement and this Agreement shall be deemed amended to comply with such decision or law.

ARTICLE 21 - DISCIPLINE

21.01 No employee will be required to meet with the Company without a member of the Union Committee being present when an employee:

- (a) is given a written reprimand which is to be entered on the employee's personnel file;
- (b) is suspended or discharged.

21.02 An employee will be given a copy of any reprimand other than a verbal reprimand, setting out in detail the reasons for the reprimand, discipline, suspension or discharge and a copy shall be mailed to the Union office and issued to the Unit Chairperson. No employees will be reprimanded due to absence from work as a result of domestic violence in the home.

21.03 In order for a disciplinary action other than a verbal reprimand to be valid, a copy must be given to the Unit Chairperson or, in their absence, a copy of such notice must be mailed to the Union office by registered mail or via fax within three (3) working days of the imposition of the disciplinary action. An employee will have a union representative present when being issued a verbal warning.

21.04 Access to Employee's Personnel File

Employees covered by this Agreement will have visual access to their own personnel file upon written request by the employee involved. It is understood that employees shall be able to write their own notes while reviewing their own personnel file. The Union will be provided copies of the file upon request, providing the employee provides authorization in writing to the Union.

21.05 The Company agrees that it shall not use the disciplinary record of an employee to justify increased discipline on a progressive discipline basis if that employee has maintained a

clear disciplinary record for **one (1) year** immediately preceding the event in question. **The Company agrees to remove the file after the employee has a clean record for a period of 1 year.** The Company and Union may agree upon a lesser period depending on the alleged offense.

21.06 The Union will provide a Shop Steward on each shift however, any disciplinary action will take place with the Unit Chairperson present.

ARTICLE 22 - GRIEVANCES

- 22.01 Any complaint, or any employee who considers they have been improperly dealt with, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered a grievance.
- 22.02 Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Company agrees to co-operate to supply such information.
- 22.03 Any employee or the Union may present a written grievance. Any grievance which is not presented within fifteen (15) working days (excluding Saturday, Sunday and holidays) following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party.
- 22.04 The procedure for adjustment of grievances and disputes by an employee shall be as follows:
- (1) By a discussion between the employee and the Unit Chairperson, or designate with the Manager. Should the matter not be resolved the Union may process a grievance on behalf of the employee.
 - (2) The Unit Chairperson shall arrange a meeting with the Manager or designates within (five 5) working days or at a time mutually agreeable between the parties. The National Representative or designate shall be present at this meeting. The Company will issue a written response within 10 working days of the said meeting.
- 22.05 If a satisfactory settlement is not reached after Step II, then upon request of either party, within ten (10) working days (excluding Saturdays, Sundays and holidays) of receiving the decision from the Company, but not thereafter, the matter may be referred to arbitration for final settlement.

ARTICLE 23 - ARBITRATION

23.01 The arbitrator shall be chosen in rotation order from the following panel:

Arnie Peltz
Michael Werier

If any of the above individuals is requested to act as arbitrator and is unable or unwilling to act, they shall not again be requested to act as arbitrator until their name comes up again in regular rotation of the panel.

- 23.02 No person shall serve as an arbitrator if they are involved directly in the labour controversy under local consideration.
- 23.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement and shall give an Order within sixty (60) days of the completion of its hearings.
- 23.04 In the event of termination, discharge or suspension of an employee, the Arbitrator shall have the right to sustain the Company's action or to substitute such other discipline as it deems just and equitable.
- 23.05 The decision of the Arbitrator shall be final and binding upon all parties concerned.
- 23.06 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- 23.07 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with this Agreement.
- 23.08 The expenses and fee of the Arbitrator shall be borne equally by the parties to the arbitration proceedings.

ARTICLE 24 - BULLETIN BOARDS

- 24.01 The Company agrees to make available two (2) bulletin boards accessible to all employees for the sole purpose of union notices and Health & Safety.

ARTICLE 25 - JURY DUTY

- 25.01 Employees summoned to Jury Duty shall be paid wages for Jury services, the amount they would have earned at straight time for normal working hours had they worked on such days provided that such days must fall on a regularly scheduled working day for that employee.
- 25.02 Employees required to appear in Court as a witness on behalf of the Crown or of the Company will be paid wages for witness fees, the amount they would have earned at

straight time for normal working hours had they worked on such days provided that such days must fall on a regularly scheduled working day for that employee. The employee will advise the Company in advance when required to appear in court for jury or crown witness duty.

ARTICLE 26 - BEREAVEMENT PAY

26.01 When a death occurs in the immediate family of any employee the employee shall be allowed four (4) working days off with pay at their regular rate.

The immediate family shall only include spouse, common-law spouse, partner, parents and child.

In the event of death of a parents-in-law, grandparents, grandchildren, brother, or sister, an employee shall be allowed three (3) working days off work with pay at their regular rate of pay.

26.02 In the event of a death of a sister-in-law or brother-in-law, or spouse's grandparent, an employee shall be allowed two (2) working days off work with pay at their regular rate of pay.

The intent of Articles 26.01 and 26.02 is to minimize the loss of regular wages at a time of bereavement. Therefore holidays, vacations, leave of absence, illness and regularly scheduled days off shall be taken into consideration and shall reduce, in part or in total, the number of days paid for.

26.03 In the event a funeral of a person, in accordance with Article 26.01 and 26.02, takes place more than one hundred and fifty (150) miles from the City of Winnipeg, the Company shall grant an additional day off without loss of pay to attend that funeral and, if the employee so desires, a further day without pay **as long as proof of death is provided**.

26.04 The Company agrees to grant one (1) day off without pay to an employee who acts as a pallbearer at a funeral.

26.05 The Company may at its discretion grant additional time off without pay for a bereaved employee provided such leave does not exceed sixty (60) days in duration.

ARTICLE 27 - MERGER OF BUSINESS

27.01 In the event ownership of the Company passes to another Company, the relevant sections of the Manitoba Labour Relations Act shall apply.

27.02 The Company shall notify the Union in advance of any change of ownership of the Company.

ARTICLE 28 - UNION REPRESENTATIVES' ACCESS

28.01 Duly authorized full-time representatives of the Union shall be entitled to visit the premises, after notifying the manager or designate, for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented.

ARTICLE 29 - GENERAL

29.01 Where the work period of an employee ends between twelve o'clock midnight and six o'clock in the forenoon, the Company shall provide the employee with adequate transportation to the residence of the employee at the expense of the Company.

29.02 Parking facilities will be provided as now in force. A sign stating "Parking Duffy's Taxi Ltd. Tow Away Enforced" shall be posted in the parking lot. In addition, the Company shall provide four (4) dedicated parking stalls for employee use on a twenty-four (24) hour basis. A sign stating "Reserved Employee Parking – Tow Away Enforced" shall be posted.

29.03 The Company will supply employees with an attachment to the cheque showing Company name, hourly rate, hours worked, total deduction and total wages. **Direct Deposit will be implemented for all employees effective July 1, 2014. The pay stubs will be provided on Wednesday prior to payday.**

29.04 Each pay period shall be (bi-weekly) starting on Monday 7:00 a.m. and ending with Sunday midnight shift.

Wages earned during each pay period will be paid by check or direct deposit at the employee's option on Thursday of the same pay period unless a statutory holiday falls on a Thursday and then pay day will be made on the preceding banking day.

29.05 Audio and Video Surveillance, is to be used for the purpose of the employee safety and shall not be used to monitor employees for the purpose of discipline or discharge.

Audio and video records may be reviewed in the course of disciplinary proceedings that are initiated as the result of a customer complaint. Prior to reviewing the records the Company will provide the Union with the customer's complaint, verified with a print out of the call and the name and phone number of the complainant.

ARTICLE 30 - HEALTH BENEFITS

30.01 The Company will provide and co-pay 50% of the premium costs for the benefits as outlined in Appendix "A" provided each eligible employee registers for prescription coverage with Manitoba Health each year. The Company shall provide the prescribed form for registration with Manitoba Health and employees shall register themselves with

Manitoba Health annually in accordance with the time frames as set by Manitoba Health from time to time.

Effective June 1, 2005, the maximum extended health benefits shall be limited as follows:

Individual subscriber:	\$1,000.00 per calendar year
Family subscriber:	\$1,600.00 per calendar year

In those cases where the annual deductible set by Manitoba Health exceeds the annual limits payable under the extended health benefits plan as stated above, the Company shall pay actual costs incurred by an eligible employee to a maximum amount that equals the difference between the deductible set by Manitoba Health and the annual extended health benefits plan limits provided the following conditions are met:

- a) Extended health benefits plan participants provide the Company with a copy of documents from Manitoba Health stating the deductible as set by Manitoba Health.
- b) Extended health benefits plan participants provide written authorization for the insurance carrier to advise the Company when the annual limit under the plan has been reached by each covered employee.
- c) Once the extended health plan limit has been reached, the employee concerned shall provide the Company the receipts for insured benefit costs incurred by the employee.

Upon meeting the conditions above, the Company shall reimburse the employee for actual costs subject to the limits set herein.

- 30.02 The Company is responsible for the administration, application and provision of the benefits in this Article. Any difference arising with respect to the administration, application or provision of any aspects of the benefits in this article will be disposed of in accordance with the grievance and arbitration procedure of this agreement.

The benefits as set out and the eligibility for such benefits shall not be changed or modified during the life of this Agreement except by negotiations and mutual agreement of the union and the company.

- 30.03 The parties agree that the definition of spouse is a partner or common law spouse, and is a person of the opposite sex or the same sex who is legally married or is not married but is an individual with whom the employee is co-habiting with and has been residing with the employee for a continuous period of at least three (3) months and has been publicly represented as a domestic partner of the employee.

ARTICLE 31 - JOB TRAINING

- 31.01 Where opportunities exist, employees will be given the opportunity to be trained in other classifications through acting assignments and other temporary assignments resulting from vacancies due to leaves and absences. When employees are fully trained and permanent vacancies become available the most senior employee(s) will be given first opportunity prior to new employee(s) being hired.
- 31.02 Where the employer calls upon an employee to provide training or instructions to newly hired employees or to employees working outside of their normal classification, the employee providing such training or instructions will receive a premium of **one dollar (\$1.00)** per hour during the period of such training or instruction (maximum 40 hours).

ARTICLE 32 - GENERAL

- 32.01 The Company shall reimburse the Union for the cost of printing the Collective Agreement to a maximum of \$1,000.00. The printing of the Collective Agreement shall be in booklet form.
- 32.02 Employees will only take instructions from the Manager or in his absence, his designate. The name of the designate will be provided to the Union in writing and will be the recognized designate unless the Union is otherwise advised in writing. No employees shall be liable for disciplinary action as a result of conflicting instructions from the Company representatives.
- 32.03 Any employee who, prior to the execution and implementation of this agreement, was receiving a rate in excess of the maximum of their classification shall not suffer a wage reduction.

ARTICLE 33 - DURATION AND RENEWAL

- 33.01 This Agreement shall be effective from **March 28, 2014** and shall remain in effect until **March 27, 2017** and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry of such expiry date from year to year thereafter, give notice, in writing, to the other party of a desire to negotiate a revision or renewal thereof.
- 33.02 Where the required notice for revision is given by either party, negotiations in connection with same shall be started promptly and expeditiously conducted so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.

NON-DISCRIMINATION/HARASSMENT

INTRODUCTION

Both Duffy's Taxi and the Canadian Auto Workers Union Local 144 are committed to providing a workplace free of discrimination and harassment. Providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each other's rights. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Manitoba Human Rights Code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap, as defined in the Code. This Joint Policy shall be interpreted in accordance with and subject to the provisions of the Code.

WORKPLACE HARASSMENT AND DISCRIMINATION

Harassment and discrimination are defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome" that denies individual dignity and respect. At Duffy's Taxi, all employees are expected to treat others with courtesy and consideration and to discourage harassment and discrimination.

The workplace is defined as any company facility and includes areas such as offices, shop floors, restrooms, cafeterias, lockers, conference rooms and parking lots.

Properly discharged supervisory responsibilities including disciplinary action or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of Duffy's Taxi employees are not considered harassment or discrimination. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of life in Duffy's Taxi

Workplace harassment includes, but is not limited to, the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation, etc. which causes awkwardness or embarrassment.
- Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Unwanted sexual solicitation, physical contact or advances, particularly made with implied reprisals, if rejected.
- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

COMPLAINT AND INVESTIGATION PROCEDURE

Employees' who feel that they are being harassed and/or discriminated against, are encouraged to seek protection under this policy. The employee may:

- If you feel uncomfortable approaching the person, or if the harassment continues bring the incident forming the basis of the complaint to the attention of the Human Rights Committee Member and/or your Supervisor.
- Tell the person involved as soon as possible, how you feel, and request that they stop the conduct you find offensive.
- Document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible and advise a member of the Human Rights Committee and/or your Supervisor.
- If the Human Rights Representative and/or Supervisor cannot, to the satisfaction of the employee, deal with the complaint, it will then be submitted in writing to the Joint Committee.

In minor cases, not involving repeat incidents, the Company and the Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the Unifor Internal Procedure without a full investigation when so requested by the bargaining unit complainant.

The Joint Committee will be comprised of up to 2 representatives selected by Duffy's Taxi and 2 representative selected by Unifor.

The Joint Committee will conduct an investigation of the complaint. The joint investigation will include interviews of the complainant, any employee accused in the complaint, witnesses and other persons named in the complaint.

It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.

In conducting the joint investigation, both the Union and the Company shall maintain confidentiality. Records of the investigation, including interviews, evidence and any recommendations made by the Joint Committee will be securely maintained in the offices of the Company and the Union and shall not be considered or used for any other purpose.

Upon the completion of the joint investigation, the Joint Committee will complete a written report of its findings and recommendations and submit a copy of the completed report to the General Manager and the Human Rights Chairperson. If the members of the Joint Committee do not agree, the report may reflect differences in the findings.

If a harassment complaint is proven valid, appropriate corrective action will be taken against the offending employees.

If, after completion of a thorough investigation, a harassment complaint can neither be proved nor disproved in the view of the investigators, the Manager, on consultation with the Human Rights Chairperson and members of the Human Rights Committee will attempt to resolve the conflict in a manner that is agreeable to all parties.

In the event the complaint remains unresolved and a violation of the collective agreement is alleged the matter may be considered as a grievance beginning at step 3 of the grievance procedure.

CONFIDENTIALITY

The Company will provide access to a private office so that confidentiality can be maintained when an employee is meeting with joint Human Rights Representatives.

A bargaining unit employee alleging harassment or discrimination in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed, in principle, that in serious cases of harassment or discrimination, or when the safety of an employee is being threatened directly or indirectly by the alleged harasser, it may be necessary for the employee to leave the job and will receive weekly indemnity benefits upon physician's certification.

APPENDIX "A"**DENTAL (changes effective July 1, 2005)**

*Deductible:	\$25 individual \$50 Family per Calendar Year
Coinsurance:	100% Basic (\$750.00 maximum*) 100% Endo & Periodontal (\$1,500 maximum*) 50% Major (\$1,500 maximum*)
Dental Fee Schedule:	Current Fee Guide Year
Termination Provision:	Earlier of age 70 or retirement
Survivor Benefit:	Coverage will be extended for a 12 month period to families of deceased employees
*1,500 is the combined maximum	

LONG TERM DISABILITY

Schedule:	67% of Gross Monthly Salary to a maximum of \$2,000
N.E.M.:	\$2,000
Elimination Period:	17 Weeks
Benefit Period:	To age 65
Offsets:	C.P.P./Q.P.P. - Primary Only.
Pre-Existing Condition Provision:	Dovetailed with the Current Carrier
Definition of Disability:	Standard 2 year Own Occupation.

EXTENDED HEALTH CARE

*Deductible:	\$25 Individual \$50 Family per calendar year. Not applicable to Semi-Private Hospital or Vision Care.
Coinsurance:	100%
Drugs:	Requiring prescription only, to an annual maximum of \$1,000.00 for individual subscribers and \$1600.00 for family subscribers. . Pay-Direct drug card with a \$0/ prescription deductible
Hospital:	Semi-Private Unlimited
Maxima:	Unlimited in Canada, Unlimited outside Canada, Referral - \$50,000 payable at 80% coinsurance and subject to the deductible.
Hearing Aids:	\$500/5 years
Vision Care:	\$230/2 years The \$230 covered amount may be applied to laser eye surgery on a one time basis.
Eye Exams:	\$60.00 per individual once in 24 months
Voyage Assistance:	Included
Private Duty Nursing:	\$5,000 per year

Paramedical:	\$500 per year
Termination Provision:	Earlier of age 70 or retirement
Survivor Benefit:	Coverage will be extended for a 12 month period to families of deceased employees

Present Plan
BENEFIT SUMMARY

BASIC LIFE

Schedule:	Flat Benefit of \$20,000
Reduction Provision:	Coverage reduces by 50% at age 65 and terminates at age 70 or early retirement
Disability Provision:	Waiver of premium to age 65
Overall Maximum:	\$20,000
N.E.M.:	\$20,000

ACCIDENTAL DEATH AND DISMEMBERMENT

Schedule:	Flat Benefit of \$20,000.
Reduction Provision:	Coverage reduces by 50% at age 65 and terminates at age 70 or early retirement
Disability Provision:	Employee Waiver of Premium

* Upon submission of receipts detailing the payment of deductibles for Dental and Extended Healthcare, the Company shall reimburse the deductible amount to the employee.

APPENDIX 'B'

CLASSIFICATION	March 28/2014	March 23/2015	March 21/2016
Senior Telephone Operator			
Starting Salary	\$14.55	\$14.90	\$15.35
After 1040 Hours	\$15.20	\$15.55	\$16.00
After 2080 Hours	\$15.53	\$15.88	\$16.33
After 4160 Hours	\$17.00	\$17.35	\$17.80
Telephone Operator			
Starting Salary	\$11.20	\$11.55	\$12.00
After 1040 Hours	\$11.70	\$12.05	\$12.50
After 1560 Hours	\$12.21	\$12.56	\$13.01
After 2080 Hours	\$12.74	\$13.09	\$13.54
After 3120 Hours	\$13.26	\$13.61	\$14.06
After 4160 Hours	\$13.78	\$14.13	\$14.58
After 5200 Hours	\$14.80	\$15.15	\$15.60
Secretary/Bookkeeper	\$16.79	\$17.14	\$17.59
Administrative Assistant	\$16.79	\$17.14	\$17.59
* Dispatcher	\$18.61	\$18.96	\$19.41
Customer Service (Monthly)	\$350.00	\$350.00	\$350.00

* Classification is applicable to the following incumbent: Barry Homenick

- Effective the date of this Agreement, it is understood that the individual in the Dispatcher classification shall be protected at his current rate of pay and shall be given all negotiated increases unless the individual voluntarily resigns or retires.
- Retroactive increases shall be applied to all hours worked or paid and shall be paid within thirty (30) days from the date of ratification. Retroactive wages shall only be payable to employees who are employed at the date of ratification.

The rates and dates posted above shall be amended in accordance with the general wage increases provided for in this Memorandum of Agreement. Upon application of the negotiated wage increases, the posted rates shall be rounded to the nearest one hundredth (1/100th) of a dollar.

Employees will progress through the wage scale based on hours worked or paid, career hours to date will be included in the calculation.

Dated at Winnipeg, Manitoba this 12th day of December, 2014.

UNIFOR, AND ITS LOCAL 144

Rory J. Hargreaves
Branch Agent
A. Dunn
J. Stee
Brett Hill

DUFFY'S TAXI (1996) LTD.

[Signature]

APPENDIX "C"

**DUFFY'S TAXI LTD.
Declaration of Availability**

Name: _____

Phone No.: _____

Period of time covered: from ____ / ____ / ____ to ____ / ____ / ____

Day of the Week	Availability			
	Week #1	Week #2	Week #3	Week #4
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

Please initial if you do NOT wish to receive call-in shifts _____ Initial

Signature: _____ Date: _____

Next declaration must be handed in before noon on _____, _____.
If one is not submitted by this time the last declaration will be 'renewed' for the next four week period.