

## **Schedule C**

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3. Memo: Dave Wilson to PWT employees; August 18, 2022.
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**MEMORANDUM OF AGREEMENT**

BETWEEN:

**DURHAM REGION TRANSIT COMMISSION**

(the "Commission")

- and -

**UNIFOR, LOCAL 222**

("Unifor")

-and-

**PWTRANSIT Canada Ltd.**

("PWT")

WHEREAS the Commission and Unifor ratified a collective agreement on August 24, 2022 with a term of March 1, 2021 to February 28, 2025 (“Commission Collective Agreement”);

AND WHEREAS the Commission Collective Agreement includes a Letter of Understanding (LOU) regarding On Demand Services, which was not to be expressly incorporated in the Commission Collective Agreement;

AND WHEREAS the LOU states that the Commission shall contract-in all scheduled services into the bargaining unit upon the expiration of the third-party contract and the Commission shall fully-contract out demand response services (i.e. all specialized services and on demand services) during the life of the Commission Collective Agreement;

AND WHEREAS the Commission anticipates onboarding an additional 35 full-time equivalent (“FTE”) positions into the bargaining unit as a result of contracting out demand response services;

AND WHEREAS it is understood that these 35 FTE positions will be a combination of part-time and full-time positions and subject to budget approval from Regional Council;

AND WHEREAS the third-party contract between the Commission and PWT has employees who are represented by Unifor;

AND WHEREAS PWT and Unifor ratified a Collective Agreement on March 19, 2023 with a term of October 22, 2022 to January 31, 2024; for which the Commission is not a party to or subject to;

NOW THEREFORE the parties agree as follows with respect to contracting-in all scheduled services:

1. In anticipation of contracting out demand response services, the parties agree that the Commission will recruit from the pool of PWT employees who are providing services to the Commission as of the date this Agreement is executed by all parties in order to staff the additional 35 FTE positions noted herein.

2. The Commission will post an expression of interest process (“EOI process”) for those PWT deemed eligible to apply by no later than June 30, 2023. PWT employees will be deemed eligible to apply if they have not been previously employed and terminated by the Commission, have no more than 4 demerit points on their driver abstract and have no active discipline on file with PWT of three day/shift suspension or more. To that end, the parties agree that PWT shall validate in writing whether the EOI process applicants are deemed eligible according to these criteria. PWT shall also notify the Commission if an EOI process applicant has a suspension on record that is less than three days/shifts and shall advise the Commission of the nature of that discipline, which includes providing a copy of the disciplinary letter on record. The Commission shall determine, at its sole discretion, if the applicant is still deemed eligible for the EOI process after reviewing the nature of the suspension/s on record that is less than three days/shifts.
3. Eligible PWT employees who apply to the EOI process will be offered employment by the Commission provided they have the requisite skills and abilities required of the available positions. Skill and ability shall be determined using the following recruitment tools:
  - a. Resume review to ensure applicant meets the skills requirements for the applicable position at the Commission;
  - b. Completion of the Vitals and Core assessments; and
  - c. interview with management.
4. PWT employees who are offered employment shall commence their employment in staggered time frames ranging from January 1, 2024, and June 30, 2024. The Commission may expedite or extend this time frame where operationally necessary and shall notify the parties of any such change.
5. Employees of PWT hired by the Commission through the EOI process stipulated herein will be considered new employees of the Commission, without recognition of seniority, and shall be deemed solely subject to the terms and conditions of the Commission Collective Agreement and will

forgo their rights under the Collective Agreement between PWT and Unifor upon commencement of employment with the Commission.

6. PWT employees hired in accordance with the EOI process stipulated herein, shall be granted a retroactive seniority date of June 30, 2023 and their PWT seniority shall be solely utilized to determine their order on the Commission's seniority list for all those PWT employees granted a June 30, 2023 seniority date. Despite their seniority date, PWT employees service start date with the Commission will be deemed the start date for the commencement of their probationary period pursuant to Article 7.05 of the Commission Collective Agreement and vacation pursuant to paragraph 7 below. It is understood that DRT employees hired outside of the EOI process after June 30, 2023 whose seniority will be impacted by this provision shall be advised of such in writing in their offer of employment.
7. Employees hired by the Commission through the EOI process stipulated herein shall have their PWT service (inclusive of Coach Canada service previously recognized by PWT, hereinafter referred to as "PWT total service") recognized for the sole purpose of determining their initial vacation entitlements pursuant to Article 40 of the Commission Collective Agreement. Upon commencement of service with the Commission, it is understood that movement along the vacation grid pursuant to Article 40 will solely be determined by their service date with the Commission. Despite the foregoing, where a PWT employee with more than 10 years of PWT total service is initially employed as a part-time employee with the Commission, their PWT total service shall be recognized if they transfer to full-time status for determining their initial full-time vacation entitlement pursuant to Article 40 of the Commission Collective Agreement, which shall be prorated in the first year of transfer. Upon commencement of full-time employment with the Commission, it is understood that further movement along the vacation grid pursuant to Article 40 will solely be determined by their service date with the Commission. PWT and Unifor agrees that PWT will continue to comply with and remain subject to its existing service contract with the Commission until its expiration date on December 31, 2023 unless otherwise agreed by PWT and the Commission in writing.

8. In consideration of the anticipated offers of employment to eligible and qualified PWT employees, Unifor and PWT agree that there has no sale of business or assets from PWT to the Commission and therefore no party to this agreement shall file an application with the Ontario Labour Relations Board or Ministry of Labour declaring the Commission and PWT a related and/or successor employer pursuant to the *Labour Relations Act* or declaring a sale of business pursuant to the *Employment Standards Act*. Further, it is expressly understood that PWT and Unifor shall release, indemnify and hold harmless the Commission and its agents from any claim, liability or obligations arising from: 1) the termination or lay-off of any PWT employee who does not secure employment with the Commission, 2) PWT employees who do not accept an offer of employment from the Commission; and/or 3) employment with PWT.
9. If any provision of this Agreement, or the application of such provision to any person or in any circumstance, shall be determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement, and the application of such provision to any person or in any circumstance other than that to which it is held to be invalid, illegal or unenforceable, shall not be affected thereby.
10. It is understood that this Agreement shall not supersede any provision of the Commission's Collective Agreement and/or the LOU regarding On Demand Services unless expressly noted herein.
11. This Agreement may be executed in several counterparts and exchanged via facsimile or email PDF, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.

For the Commission

For Unifor

Jeff Gray, President

Ian Sinnott, Chair

May 25, 2023

\_\_\_\_\_  
\_\_\_\_\_  
Names (Printed) and date

Names (Printed) and date

For PWT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Names (printed) and Date

August 14, 2022

# Highlights of a Tentative Agreement

*between*

## Durham Region Transit Commission

*and*

## Unifor and its Local 222

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### **Four-Year Term • 2021-2025**

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*Greetings Sisters & Brothers,*

The Bargaining Committee would like to take this opportunity to thank each and every one of you for your patience and support during this unprecedented round of bargaining.

The Union has reached a tentative Collective Agreement that gives us stronger language, competitive wage increases over the four years and an agreement that will ensure work stability and growth for the foreseeable future.

Your Bargaining Committee is **unanimously recommending ratification** of this tentative agreement.

*In Solidarity: Your 2022 Unifor DRT Bargaining Committee*

Ian Sinnott

Gordon Trotter

Peter Hansen

Luci Oddi

Tonya Carnegie

Steve Williamson

Raymond Kilty

Kelly Grady

Jeff Gray

Sam Snyders

President Local 222

National Representative



**MEMORANDUM OF AGREEMENT**

BETWEEN:

**DURHAM REGION TRANSIT COMMISSION**

(the "Commission")

- and -

**UNIFOR, LOCAL 222**

(the "Union")

WHEREAS the parties have met to negotiate a renewal of the collective agreement between the parties which expired on February 28, 2021 ("Expired Collective Agreement");

AND WHEREAS the parties wish to resolve all outstanding issues between the parties;

NOW THEREFORE the parties agree as follows:

1. The parties agree that the collective agreement shall be renewed for a period of four (4) years from March 1, 2021 to February 28, 2025 ("New Collective Agreement") and shall include the amendments set out in the executed agreed to items attached hereto as Tabs A and B. All other terms of the Expired Collective Agreement not expressly amended in accordance with the Memorandum of Agreement, and attachments hereto, shall be incorporated into the New Collective Agreement.
2. All adjustments to compensation are prospective in nature, unless expressly provided for in this Memorandum of Agreement and attachments hereto.

3. Retroactivity for wages will be based upon all hours paid from March 1, 2021 and shall be paid no later than ninety (90) days after the Agreement is ratified by both parties.
4. Employees who have terminated their employment since March 1, 2021 are entitled to payment of the general wage increase only, excluding the employee appreciation bonus, for the period of March 1, 2021 to the date of termination.
5. Any proposals not specifically referenced in this Memorandum of Agreement, and attachments hereto, shall be withdrawn/abandoned save and except notices to the Union not expressly withdrawn in writing.
6. Any errors or omissions in this Memorandum of Agreement or attachments hereto shall be mutually resolved by the parties.
7. The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum of Agreement and attachments hereto to their respective principals.

**The parties hereto executed these Agreed to Items in several counterparts and/or on behalf of the members of their respective teams and exchanged via email PDF August 8, 2022.**

**For the Commission**

**For Unifor**



\_\_\_\_\_  
**(Kelly McDermott on behalf of  
DRT Bargaining Committee)**

\_\_\_\_\_  
**(Jeff Gray on behalf of  
Unifor Bargaining Committee)**

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**TAB A**  
**IN THE MATTER OF NEGOTIATIONS**

BETWEEN:

**DURHAM REGION TRANSIT COMMISSION**

(the "Commission")

- and -

**UNIFOR, LOCAL 222**

(the "Union")

**The parties principally agreed to the following amendments to the Collective Agreement pending signature and ratification:**

1. **Housekeeping:** Revise entire agreement to ensure it is gender neutral throughout.
2. Introduce Article 4.05, as indicated in bold and italics, as follows:

***The Commission will provide Unifor a mailing list of home addresses, personal email addresses and telephone numbers of all Unifor members on or about April 1<sup>st</sup> of each calendar year. The list will be generated from the information that the Employer has on file. The Commission will not be held liable for the accuracy of the list nor for the use of the information by the Union.***

3. Amend Article 14.06 as follows:

The Commission shall ***post electronically or*** on the bulletin boards the name of the successful applicant. Management will endeavour to fill the position within 30 days of the notice of the award ***and will fill the position no later than 90 days of the notice of the award unless otherwise agreed to by the parties. It is understood that such agreement to extend shall not be unreasonably denied.***

4. Amend Article 14.07(a), as indicated in bold and italics, to read as follows:

An employee who has successfully applied for a job vacancy shall serve a trial period of sixty (60) working days which may be extended for another sixty (60)

working days by mutual agreement between the Union and the Commission. During the trial period, the employee is precluded from applying to positions in the same classification.

~~Once an employee has successfully completed their trial period they shall not be permitted to apply for positions in the same classification for a period of four months from the date that the trial period is completed, unless there would be a change in status from part-time to full-time or vice-versa.~~

5. Amend Article 16.03, as indicated in bold and italics, as follows:

An employee laid off due to a reduction in the work volume shall retain the seniority with which he/she left the Commission, provided that the period of layoff is less than 36 months and provided that the person is available for work within 10 days of a registered letter being sent to his/her last known address. To qualify for ***recall*** rehiring, a person shall be fit to carry out the work, and if considered advisable by the Commission, may be required to take a medical examination. A person who is not available for work within 10 days or who is rehired ***recalled*** after more than 36 months shall start work with no seniority.

6. Introduce Article 25.02(e) as follows:

***To be considered for the use of a lieu day or single vacation day a request form must be filled out no later than 12 o'clock pm the day before. Where such requests are operationally feasible, they shall not be unreasonably denied.***

7. Introduce Article 21.01(f) as follows:

***When death occurs of an employee's niece or nephew, the employee on request, will be excused with pay at the regular wage rate for one normally scheduled working day of his/her choice at the time of death or the funeral.***

8. Introduce Article 21.01(g) as follows:

***Where tradition dictates or delayed services occur (interment or memorial) the amounts in paragraphs (a) and (c) may be used over two (2) separate occasions within six (6) months of the date of loss.***

9. Amend Article 22.02, as indicated in bold and italics, to read as follows:

An employee may begin pregnancy leave ~~no earlier than 17 weeks before the expected birth date.~~ ***In accordance with the requirements of the Employment Standards Act, 2000, as may be amended from time to time.***

10. Amend Article 23.01, as indicated in bold and italics, to read as follows:

Parental Leave may begin no more than ~~52~~ **78** weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

11. Amend Article 23.04, as indicated in bold and italics, to read as follows:

Employees who take pregnancy leave are entitled to take up to ~~35~~ **61 weeks** of parental leave. All other new parents are entitled to take up to ~~37~~ **63 weeks** of parental leave. An employee may end his or her parental leave earlier than the date set out above by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

12. Introduce Article 25.05(iv) as follows:

***Employees in the Maintenance and Equipment department assigned to a 10-hour shift shall be scheduled four consecutive working days with three consecutive days off.***

13. Effective December 1, 2022 (commencement of accumulation period), amend Article 27.07(b), as indicated in bold and italics as follows:

Regular employees must indicate if they wish to bank overtime for this purpose ***before the commencement of the accumulation period i.e. before December 1st*** end of January ~~November~~ of each year. Regular employees may opt out at any time during the calendar year in which the overtime is being accumulated, ***but may not after the accumulation period has ended i.e. after December 31st November 30<sup>th</sup> of that year.***

14. Effective December 1, 2022 (commencement of accumulation period), amend Article 27.07(c), as indicated in bold and italics, as follows:

Banked time will be earned ***accumulated from December 1st to November 30<sup>th</sup> of the current calendar year and scheduled to be used from January 1st to December 31<sup>st</sup> of the*** throughout the current calendar year. ~~Banked time off is to be taken in the following calendar year.~~

15. Amend Article 28.01(b)(ix), as indicated in bold and italics, as follows:

***Operators on an authorized leave of absence shall not sign-up for a crew unless they have submitted documentation attesting to their fitness to return to work during the Board Period in question. This documentation must be submitted one week prior to the start of the Board period sign-up.*** Operators who resume duty following an authorized leave of absence or other absence and who do not hold an assignment will be assigned to the Spare Board pending the next period of Sign-Ups.

16. Amend Article 28.02(b)(x), as indicated in bold and italics, as follows:

***Specialized Service Operators on an authorized leave of absence shall not sign-up for a crew unless they have submitted documentation attesting to their fitness to return to work during the Board Period in question. This documentation must be submitted one week prior to the start of the Board period sign-up.*** Specialized Services Operators who resume duty following an authorized leave of absence or other absence and who do not hold an assignment will be assigned work by Commission.

17. Amend Article 28.03, as indicated in bold and italics, as follows:

### **Special Sign Up**

- ~~a) In the case of special sign-ups such as Thanksgiving, or Christmas Holidays, etc. the Commission will post the "blocking list" for all employees 21 days prior to the date of signup, if applicable.~~
- ~~b) Regular Conventional Operators will only select a single conventional roster in accordance with the blocking list.~~
- ~~c) Regular Specialized Services Operators will only select a single Specialized Services roster in accordance with the blocking list.~~
- ~~d) Temporary, Part time, and then Students (if applicable) Operators will then select any remaining open work within their own Department (conventional or specialized services).~~
- ~~e) If additional work remains available, regular employees shall be offered the work as overtime and then the junior employee will be assigned the work if it is still available.~~

~~Effective the first Board Period of 2019, delete Article 28.03 and replace with the following: The Commission may post more than one pick during a Board Period sign-up to account for anticipated seasonal fluctuations i.e. Christmas Board and July 1<sup>st</sup> (when it falls on a weekend). Operators will select work from each pick in order of overall seniority during the Board Period sign-up. It is understood that the design and quantity of the paddles and rosters for these anticipated service fluctuations may be different than the design and quantity of the paddle and rosters for the regular Board Period in question.~~

***In the case of single day special sign-ups such as Thanksgiving, or Christmas Day, etc. the Commission will post the "blocking list" for all employees 21 days prior to the date of signup, if applicable.***

18. Introduce 28.05(b)(k) as follows:

***An employee on an authorized leave of absence shall not sign-up for a shift***

***unless they have submitted documentation attesting to their fitness to return to work during the Board Period in question. This documentation must be submitted one week prior to the start of the Board period sign-up. They will be assigned to available open shifts.***

19. Amend Article 34.01, as indicated in bold and italics, as follows:

Where an accident, ***occupational or incident*** report has not been completed during the shift (***i.e. within the daily guaranteed hours of work***), the employee will be paid fifteen minutes at straight time rates to complete the report at the end of their shift. Any additional time over 15 minutes will be paid to the next even 10 minutes.

20. Amend Article 39.01 as follows:

Regular employees shall be entitled to the following paid holidays:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Civic Holiday

***National Day for Truth and Reconciliation (September 30<sup>th</sup>)***

and any national or provincial holiday declared by the Federal Government or the Government of Ontario. Employees who work on a paid holiday shall be paid at two times their regular rate of pay for all hours worked as well as the appropriate holiday pay. A minimum of four hours pay at straight time rates shall apply.

21. Note re Article 40.05. The Commission agrees to renew the May 13, 2020 MOU (re M&E vacation week 5 continuous days) for the duration of the Collective Agreement once ratified. It is understood that this MOU shall not form part of this Collective Agreement.

22. Amend Article 41.01(g), as indicated in bold and italics, as follows:

An employee shall be entitled to use up to ~~five (5) days~~ ***forty (40) hours*** per calendar year of their banked sick day credits to deal with family/dependent emergencies as defined by section 50 of the Employment Standards Act, 2000, as may be amended from time to time. ***This time shall be used in half or full shift increments only.***

23. Amend Article 42.04, as indicated in bold and italics, as follows:

Unifor Legal Services Plan

The Commission shall contribute 12 cents per regular hour of work per employee on a monthly basis towards the Unifor Legal Services Plan. ***It is understood that these contributions to active members can be used by retirees to access the Plan, but the Commission shall not make contributions on behalf of the retiree members.***

24. Amend Article 44.01(a), as indicated in bold and italics, as follows:

Operators in the Operations and Special Services Departments shall be issued the following uniform allotment upon successful completion of their ***probationary training*** period:

2 Pants                    1 Neck Sweater  
4 Shirts                  1 Ball Cap  
(Short or Long Sleeve only)  
1 Tie  
Rain Gear

Once a Regular Operator has completed his/her ***probationary training*** period, he/she shall be entitled to 390 points each calendar year. Operators may order clothing once per year as scheduled by the Department Manager or designate, based on the following point allotment. Part Time employees shall be entitled to 50% of the allotted points.

25. Amend Article 44.02(a), as indicated in bold and italics, as follows:

New hires in the Maintenance and Equipment Department shall be issued the following uniform allotment upon successful completion of their ***probationary training*** period:

4 Shirts  
2 Work Pants  
1 High Visibility Jacket  
Rain Gear (if required)

26. Amend Article 44.02(b), as indicated in bold and italics, as follows:

Once a Regular employee has completed his/her ***probationary training*** period, he/she shall be entitled to 230 points each calendar year. Employees may order clothing once per year as scheduled by the Department Manager or designate, based on the following point allotment. Part Time employees shall be entitled to 50% of the allotted points.



27. Amend Article 48.01, as indicated in bold and italics, as follows:

The Commission agrees to allow employees one minute of silence at 11:00 am on April 28 of each year in observance of those workers killed on the job.

***The Commission agrees to allow employees one (1) minute of silence at 11:00am on December 6th of each year in observance of the women killed in the Montreal Massacre.***

***The Commission agrees to allow employees two (2) minutes of silence at 11:00am on November 11th of each year in remembrance of the men and women who served and continue to serve our country in times of war, conflict and peace.***

***These minutes of silence shall be subject to management's administrative direction.***

28. Amend Article 50.01, as indicated in bold and italics, as follows:

The Commission will provide ***access to an electronic and paper*** copy of the collective agreement to each employee within 90 days of ratification of the Collective Agreement. All new hires will be ***provided access to an electronic and paper*** copy of the collective agreement. The Commission will also provide ***access to an electronic and paper copy of*** the benefit booklets to each employee.

29. Update following job titles in Schedule A, without any impact to substance or compensation for the position:

- a. Transit Secretary to Payroll Clerk
- b. Janitor to Building Serviceperson

### **LETTERS OF UNDERSTANDINGS ("LOU")**

30. Delete the following LOUs:

- a. Lead Hands in Maintenance and Equipment (p. 61)
- b. Master Sign Up (p. 62)

31. Renew the following LOUs:

- a. Retiree Benefits (p. 49)
- b. Part Time Employees (p 51)
- c. Quality of Work and Working Conditions for Operators (p. 52)
- d. Temporary positions (p. 60)
- e. Domestic Violence (p. 64)

f. Temporary Employees (p. 66)

**32. Amend LOU re Bargaining Unit Compliment as follows:**

The Commission undertakes that there will not be less than ~~275~~ **325** persons in the bargaining unit for the duration of the collective agreement.

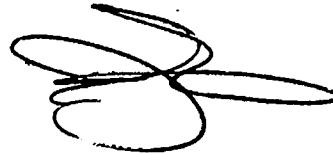
**33. Introduce a new LOU re Short Term Income Protection Plan ("STIPP"):**

*The parties agree to meet during the life of the 2021 Collective Agreement to discuss the introduction of the STIPP (that mirrors the management and exempt plan) whereby full-time employees can either elect into STIPP or remain in the sick leave credit program as enumerated in Article 41.*

The parties hereto executed these Agreed to Items in several counterparts and/or on behalf of the members of their respective teams and exchanged via email PDF August 8, 2022.

**For the Commission**

**For Unifor**



**(Kelly McDermott on behalf of  
DRT Bargaining Committee)**

**(Jeff Gray on behalf of  
Unifor Bargaining Committee)**

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**TAB B**

**IN THE MATTER OF NEGOTIATIONS**

BETWEEN:

**DURHAM REGION TRANSIT COMMISSION**

(the "Commission")

- and -

**UNIFOR, LOCAL 222**

(the "Union")

**The parties principally agreed to the following amendments to the Collective Agreement pending signature and ratification. Any proposals not specifically referenced in Tab A, B and notices to the Union (re Articles 27.06 and 42) in the Commission's March 29, 2021 proposal, shall be deemed withdrawn.**

**1. Amend Article 39.09 as follows:**

Any employee who is not a regular employee shall receive holiday pay pursuant to the Employment Standards Act, 2000. A Part-Time employee shall be entitled to holiday pay pursuant to the Employment Standards Act 2000 for the Civic Holiday **and the National Day for Truth and Reconciliation.**

**2. Amend Article 56.01 as follows:**

This Agreement shall be construed as having come into force on the 1st of March, **2021** and shall continue in force up to and including **February 28, 2025** and thereafter, until terminated as hereinafter provided. Such termination may be effected on **February 28, 2025**, or at any later date but only by notice in writing being given by either party to the other at least 90 days prior to such date of termination.

**3. Renew the following Memorandum of Agreements (not incorporated in or to be incorporated in the Collective Agreement) up to February 28, 2025:**

- a. Mileage for Cross Divisional Work dated October 12, 2018;

- b. Maintenance and Equipment Continuous Days' Vacation dated May 13, 2020.

**4. Renew the following LOUs:**

- a. Master Sign-ups for Spare Board and Vacation Relief
- b. Spare Board (delete para 3 save and except sentence "the final decision about the content of the rules rest with the Commission")
- c. Transfer lists for reassignment
- d. Straight Shifts for conventional Operations

**5. Delete the following LOUs:**

- a. Women's Advocacy
- b. 10 Hour Shift in Maintenance

**6. Amend existing LOU on Joint Committee on Master Sign-Up as follows:**

***The parties shall meet during the life of the Collective Agreement to discuss the creation and formation of a Master Sign-Up process for DRT scheduled services at all locations, including the new garage at 2400 Thornton Road.***

**7. Delete existing LOU re Women's Advocacy and replace with the following LOU re Unifor's Women's Advocate:**

***The Employer agrees, on a one time basis, to provide a period of 40 hours of paid leave to enable a Women's Advocate to be trained by Unifor. In addition, the Employer will provide an information session to the Advocate regarding existing policies, protocols, and resources available through the Employer to assist employees. It is understood the sole purpose of the Women's Advocate will be to provide information regarding resources available to employees and that this advocate is not responsible for overseeing health and safety matters, such as domestic violence and abuse, of its members and is required to immediately bring any such matters that comes to their attention to human resources for actioning. This Letter of Understanding, and the role of the Advocate, shall be on a trial basis and shall terminate with the 2021-2025 Collective Agreement unless the parties agree otherwise.***

**8. Delete existing LOU re 10 Hour Shift in Maintenance and replace with the following:**

***The parties shall meet during the life of the Collective Agreement to discuss the feasibility of introducing additional 10 hour shifts in the***

***Maintenance and Equipment Department.***

9. Delete LOU re Truck and Coach Apprenticeship and replace with as follows:

***The parties agree to schedule a meeting within a year of ratification to discuss strategies to promote truck and coach apprenticeships within the bargaining unit and an apprenticeship training program. This meeting shall be augmented by a representative from Unifor national. The parties agree that the ultimate decision to permit such apprenticeships and the related training program shall rest with management.***

10. Amend LOU re Travel Time:

- a. The Commission will provide transportation from the end point of paddle to the original paddle starting point using a variety of different transportation methods, including regular routes and/or shuttles ***and the Commission shall endeavour to do so within thirty-five minutes for at least 90% of paddles and no later than forty-five minutes for all remaining paddles. Where the travel time exceeds these parameters, the applicable employees will be paid at straight time in excess of the 8-hour guarantee.***
- b. If an Operator misses the DRT route (currently known as 223 917) from end point of paddle through no fault of their own, the Operator can take the GO train from Pickering to Ajax at no cost to the Operator

11. Introduce the following LOU re Transit Pass

***Employees of Durham Region Transit ("DRT") will be allowed to ride DRT transit for free provided they carry their transit ID with them.***

12. Introduce new LOU re Washroom Facilities

***The Commission will develop and implement a terminal strategy with a view to establishing washroom facilities at major terminals and stations. The availability of a washroom facility will be considered when developing routes.***

13. Introduce new LOU re Maintenance Work:

***The parties will meet during the life of the Collective Agreement to discuss ways to maintain maintenance work within the bargaining unit, save and except warranty work. However, it is understood that any final decisions with respect to work allocation rests with the Commission.***

**14. Introduce LOU re On Demand Services not to be incorporated in the Collective Agreement:**

**WHEREAS** Durham Region Transit Commission (“DRT”) has always provided a combination of scheduled services and demand response services (specialized and on-demand) to support the delivery of an efficient and reliable transit system in Durham;

**AND WHEREAS** demand response services have historically represented less than three (3) percent of DRT’s transit ridership and this number is expected to decline.

**AND WHEREAS** the cost of contracting-in the above noted work would be \$9 million annually, or 9% of DRT’s annual operating budget, which would directly impact DRT’s ability to maintain the current bargaining unit compliment and result in the cancellation of over 10 per cent of scheduled services with significant impacts to the residents of Durham;

**AND WHEREAS** the cost of contracting-in all scheduled service can only be achieved by changing DRT’s service delivery methods;

**NOW THEREFORE** DRT shall contract-in all scheduled services into the bargaining unit upon the expiration of the third-party contract and DRT shall fully-contract out demand response services (i.e. all specialized services and on demand services) during the life of this Collective Agreement on the following terms:

- 1. Specialized Services Transition:** all bargaining unit members in the Specialized Services unit will be re-assigned to similar positions within the Conventional Operations unit without loss of seniority, wage rate and benefits;
- 2. Voluntary Separation Agreements for Senior Specialized Services Operators:** In January of 2023, DRT shall offer to the four most senior specialized services operators an opportunity to enter into a Voluntary Separation Agreement with DRT which affords them three months of their regular salary for opting to retire no later May 1, 2023.
- 3. Contracting-in All Scheduled Services Into the Bargaining Unit:**
  - a. DRT shall deliver all scheduled services through this bargaining unit within six (6) months of the transfer of demand response services to external contractors;**

- b. Once the contracting-in occurs, DRT shall commence the transition with a view to fully operationalizing the following by no later than December 31, 2024:
  - i. DRT shall increase scheduled services by 30,000 hours; and
  - ii. DRT shall increase the bargaining unit complement by at least 35 new full-time bargaining unit positions, including bus operators, mechanics, and service persons, to support additional scheduled service to support the additional 30,000 scheduled service hours set out in paragraph 3(b)(i) above.

4. This Letter of Understanding does not preclude DRT's right to contract out in the future in accordance with Article 49. However, DRT remains committed to finding ways to grow the scheduled services in-house.

15. Amend Schedule "A" to account for the following general wage increase:

March 1, 2021- 2.00%  
March 1, 2022- 2.00%  
March 1, 2023- 2.25%  
March 1, 2024- 2.50%

**Employee Appreciation Bonus:** In addition to the foregoing, DRT shall provide all members a one-time, lump sum employee appreciation bonus to all full-time and part-time staff of \$1000 on ratification by both parties. This lump sum payment is equivalent to an additional 1.11 % annual wage increase for a full-time equivalent position and would be subject to normal statutory withholdings and deductions except for OMERS. This amount would not be deemed pensionable earnings pursuant to OMERS rules and regulations on the same.

16. **Creation of a new job classification:** Amend Schedule "A" to include a new classification entitled "DRT Ambassador". DRT will be introducing three new full-time equivalent positions with this job title in 2022. DRT shall meet with the Union to determine the applicable rate of pay having regard to the job duties.

17. Amend Schedule "A" as follows:

~~There shall be a training rate, The rate of pay for operators, service persons and students during their training period shall be the same as the probationary rate of pay for the applicable classification, however, training time shall not count towards an employee's probationary period. of 50% the probationary rate of pay. This applies to the Operator and Serviceperson related classifications only; and is subject to the requirements of the Employment~~

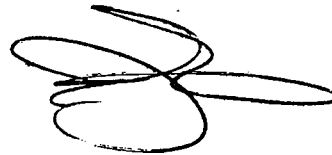
~~Standards Act 2000, as may be amended from time to time.~~

~~Students who have completed their training shall be paid at 90% of the probationary rate of the classification in which they are working; and is subject to the requirements of the Employment Standards Act 2000, as may be amended from time to time.~~

**The parties hereto executed these Agreed to Items in several counterparts and/or on behalf of the members of their respective teams and exchanged via email PDF August 8, 2022.**

**For the Commission**

**For Unifor**



\_\_\_\_\_  
**(Kelly McDermott on behalf of  
DRT Bargaining Committee)**

\_\_\_\_\_  
**(Jeff Gray on behalf of  
Unifor Bargaining Committee)**

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# MEMO



P 905.404.1115 A 2095 Forbes Street, Whitby, ON, Canada L1N 9X1 PWTRANSIT.CA

August 18<sup>th</sup>, 2022

Attention All Staff;

## **RE: Contract Negotiations Update**

As you may be aware the contract negotiations between Unifor and DRT have been completed.

PWT has been made aware of this and we will be having further discussions with Unifor and DRT when the negotiations are finalized. At that time, we will be able to provide further information.

In the meantime, if you have any questions or concerns, please do not hesitate to reach out to me or my support staff.

Regards,

A handwritten signature in black ink, appearing to read "Dave Wilson". The signature is written in a cursive style with several loops.

Dave Wilson  
General Manager, Durham Region Transit (Whitby)

# MEMO



P 905.404.1115 A 2095 Forbes Street, Whitby, ON, Canada L1N 9X1 PWTRANSIT.CA

September 15<sup>th</sup>, 2022

Attention All Staff;

## RE: Contract Negotiations Update

We have confirmation that the contract between PWT and Durham Region for Conventional Transit service operation will conclude on December 31<sup>st</sup>, 2023.

Our VP of Transit, Greg Nichols, along with our Director of Labour Relations, Brandi Tracksell and myself have already engaged Unifor Local 222 in discussions on next possible steps. We have also spoken with Durham Region Transit (DRT).

We will continue the discussions with both, DRT and Unifor Local 222 in anticipation that we can secure business with DRT (On Demand / Specialized Transit). We are hopeful this will result in continued employment opportunities for employees with PWTransit Canada Ltd.

We will provide regular updates to all employees, but if you have any questions or concerns, please do not hesitate to contact me.

Regards,

Dave Wilson  
General Manager, Durham Region Transit (Whitby)

**From:** tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>  
**Date:** February 1, 2023 at 11:45:50 AM EST  
**To:** Jeff Gray Local 222 President <[jeffgray@local222.ca](mailto:jeffgray@local222.ca)>, Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>  
**Cc:** Susan Inman <[sk\\_inman@hotmail.com](mailto:sk_inman@hotmail.com)>, Dave Wichall <[dave.wichall@icloud.com](mailto:dave.wichall@icloud.com)>, Chris Hardy <[chrishardywork@gmail.com](mailto:chrishardywork@gmail.com)>  
**Subject:** DRT Transision

Morning Jeff

I'm emailing because I imagine it's easier for you rather than getting phone messages. I'm enquiring to see where you're at with the lawyer from Durham Region regarding our proposed transition to Durham Region Transit.

The last time we had this discussion approximately two weeks ago you were laying a time line for the end of January. I was wondering if you were able to secure that meeting as of yet.

I know you understand that time is getting away from us and if we're not getting the response from the region we're looking for than our only other option will be to have direct dialogue with Regional council to apply pressure. Failing that a campaign needs to be organized on behalf of the Pacific Western members.

My membership are waiting for answers Jeff good bad or ugly so they can be prepared for the next chapter in their lives.

I know you understand that but as I said to much time of not knowing answers has gone on to long since we became aware approximately in August of our fate with Pacific Western and Durham Regional Transit.

I'm hoping we get answers soon so we're prepared for what might come next. Look forward to having discussions with you and my committee soon.

In solidarity  
Tim Thompson  
Chairperson

Sent from my iPhone

-----Original Message-----

From: tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>

Sent: March 3, 2023 12:47 PM

To: Lana Payne <[Lana.Payne@unifor.org](mailto:Lana.Payne@unifor.org)>

Subject: Follow up to conversation with your staff Brenda

Attention: This email originated from outside of Unifor. | Ce courriel provient de l'extérieur de Unifor.

Lana

My names Tim Thompson. I am the chairperson that represents the Pacific Western unit in Local 222. I have been the elected chairperson in local 222 for 33 years. We've operated Transit under contract for Durham Region Since 2006. Prior to that it was contracted to Trentway Wagar-Coach Canada to operate Transit for the town of Whitby in 1990. That's when I became Chairperson with Local 222 and CAW.

I have always had good relationships with my local presidents, and there has always been mutual respect until now with this newly elected president Jeff Gray at local 222.

In August 2022 bargaining, was completed between Durham region Transit and local 222 the national staff rep was Sam Snyders who as well is our staff rep.

During this bargaining the union was successful into bargaining all conventional bus service back into the bargaining unit.

Which now in turn affects my members jobs and future because after ratification on August 14, 2022, the region served notice to Pacific Western informing them their services will be no longer required as of December 31, 2023 to provide transit service for the region of Durham under contract.

National staff rep Sam Snyders was very disappointed with Jeff Gray local president for not bargaining protection for the pacific western bargaining unit that he as well represents.

I've gone through this process many times before. The first time was when Charterways Transportation lost the contract to Trentway-Wagar-Coach Canada to provide transit service for the Town Of Whitby I had to go to council with President John Sinclair at the time to ensure our jobs service and union was secured, and we were successful.

Then again in 2016 when Coach Canada lost the contract to provide transit service to Pacific Western the president of local 222 at the time Colin James myself and my elected committee went to Regional Council and again was successful on retaining our service and seniority.

Now again in 2023 we have to do this again but this time we are not dealing with a contractor we are dealing with the Region itself.

Just a note as well Lana we drive the Durham Region buses we wear there uniform they set our schedules and they as well are involved in every correspondence from passengers and dictate to our company there demands and expectations. To be clear they have been our employer since 2006 but have been hiding behind a third party supplier.

This is just a little history of what has been happening since August my issue with my local president Jeff Gray is he is excluding me from all meetings and conversations he is having with management at Durham Region, Transit. I am the elected chairperson that represents the workers at PW Transit, I have never been this disrespected in my life. Being chairperson and who knows the rules and how the process is supposed to be followed. Now I have a newly elected inexperienced president that is misrepresenting me I feel by hiding information, not disclosing the facts and I feel he's making side deals without my presence and my input as the chairperson of my bargaining unit. He represents both Durham transit workers, and Pacific Western transit workers. We are all his members and as chair person I feel I have the right to be totally involved in every step of this process especially when these decisions will affect my members and their futures.

I look forward to having a discussion with you and hopefully resolve this issue. I have never in my 33 years had to reach out to the national president for assistance especially to deal with my local president I find this unheard of but here I am, thank you Lana for listening and as I said, I hope to hear from you soon.

In Solidarity

Tim Thompson

Chairperson

PWTransit

Local 222

**From:** Lana Payne <[Lana.Payne@unifor.org](mailto:Lana.Payne@unifor.org)>  
**Date:** March 3, 2023 at 12:56:47 PM EST  
**To:** tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>  
**Subject:** RE: Follow up to conversation with your staff Brenda

Hi Tim.

Thanks for your email. This confirms receipt.

Brenda

**Lana Payne**

*National President*

*Présidente nationale*

**T:** 1.800.268.5763 ext. 6546 | 416.495.6546, [lane.payne@unifor.org](mailto:lane.payne@unifor.org)  
115 Gordon Baker Road, Toronto, ON, M2H 0A8  
[@UniforTheUnion](#) | [@SyndicatUnifor](#)  
[facebook.com/UniforCanada](https://facebook.com/UniforCanada) | [facebook.com/SyndicatUnifor](https://facebook.com/SyndicatUnifor)

[unifor.org](http://unifor.org)

Unifor a Union for Everyone / Un syndicat pour tous

**PLEASE NOTE:** As of January 1, 2021, the Unifor National Office has moved to 115 Gordon Baker Road, Toronto, ON M2H 0A8

**VEUILLEZ NOTER :** Depuis le 1<sup>er</sup> janvier 2021, le bureau national d'Unifor a déménagé au 115 Gordon Baker Road, Toronto (Ontario) M2H 0A8 – Veuillez mettre à jour vos dossiers.

E6 -3

**From:** Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>

**Date:** March 11, 2023 at 1:57:13 PM EST

**To:** Bruce Snow <[Bruce.Snow@unifor.org](mailto:Bruce.Snow@unifor.org)>, Josh Coles <[Josh.Coles@unifor.org](mailto:Josh.Coles@unifor.org)>, Jeff Gray <[JeffGray@local222.ca](mailto:JeffGray@local222.ca)>, tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>

**Cc:** Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>

**Subject:** PW Transit Zoom Call Cancellation

Hi all,

Please be advised that the PW Transit Zoom discussion scheduled for Tuesday March 14<sup>th</sup> is canceled at this point.

Thank you,  
Sam.

**Sam Snyders**

*National Representative/ Représentant National*

**T:** 1.800.268.5763 ext. 8426 | **M:** 416-718-8426 **C:** 416-839-8151

115 Gordon Baker Road, Toronto, ON, M2H 0A8

**MEMORANDUM OF SETTLEMENT**

**BETWEEN:** PWTRANSIT CANADA LTD.

(Hereinafter called the "Employer")

**AND** UNIFOR LOCAL 222

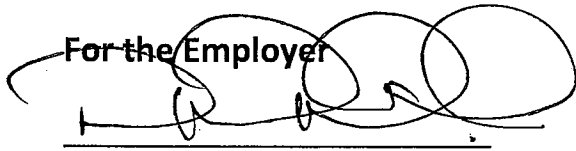
(Hereinafter called the "Union")

- A. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters relation to the renewal of the C.B.A.
- B. The undersigned representatives of the parties do hereby agree to unanimously recommend acceptance of all the terms of this memorandum to their respective principals for ratification
- C. The term of the collective agreement shall be from **October 22<sup>nd</sup>, 2022 to January 31<sup>st</sup>, 2024.**
- D. All other clauses, verbiage and contents of the CBA for the term of **October 22<sup>nd</sup>, 2018, to October 21<sup>st</sup>, 2022** will remain in full force and effect unless modifications / changes otherwise agreed to in this Memorandum of Settlement
- E. In the event of any clerical or administrative errors, those can be corrected before the signature before the collective agreement, any errors or omissions of this memorandum of agreement or attachments hereto, shall be mutually resolved by the parties.




Signed this 14<sup>th</sup> day of March 2023

For the Employer

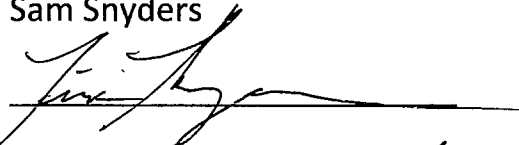
A handwritten signature in black ink, consisting of several loops and a horizontal line at the end, positioned above a solid horizontal line.

Dave Wilson

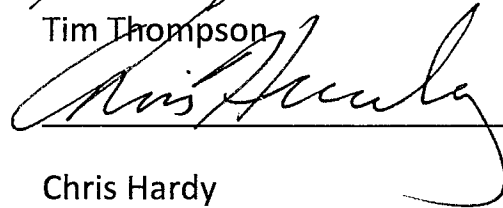
For the Union

A handwritten signature in black ink, featuring a large, stylized initial 'S' followed by a horizontal line, positioned above a solid horizontal line.

Sam Snyder

A handwritten signature in black ink, appearing as a cursive 'T' followed by a horizontal line, positioned above a solid horizontal line.

Tim Thompson

A handwritten signature in black ink, consisting of a cursive 'C' followed by a horizontal line, positioned above a solid horizontal line.

Chris Hardy

## **ARTICLE 18 – MINIMUM PAY FOR CALL IN**

18.1 When a driver reports to the operation centre for work after being called in and no work is made available, they will be paid a minimum of **four (4) ~~three (3)~~** hours pay at their existing straight time rate. **The Company shall make work available (within their classification) for the employee and the employee must perform said work to receive the daily guarantee of four (4) hours. If the employee refuses the additional work, the employee shall only be paid for actual hours worked.**

## **ARTICLE 19-SHIFT TRADES**

19.01 All employees will be allowed to perform trading or switching of shifts with management approval. Overtime shall not be paid as a result of a shift trade or switching shifts.

## **ARTICLE 25 – BEREAVEMENT**

25.01 (b)The immediate family for the purpose of this paragraph is defined as including: Spouse, Children, Stepchildren, Parents, Stepparents, Father-in-law, Mother-in-law, Brother, Sister, Stepbrother, Stepsister, Half-brother, Half-sister, Grandchild **and Step-Grandchild**. ~~where the employee is the legal guardian responsible for the care and control of the grandchild.~~

## **ARTICLE 26 - WOMEN'S ADVOCATE**

26.2 The Company agrees to provide access to a confidential phone line and voice mail that can be maintained by the Women's Advocate and that is accessible for female employees to contact the Women's Advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the Women's Advocate providing contact numbers to reach the Women's Advocate. **This information will be posted on the union bulletin board.** ~~The Company will also assign a management support person to assist the advocate in her role.~~

~~26.3 The Women's Advocate will participate in an initial 40 hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women's Department.~~

**NEW LOU as follows:**

**LOU # TBD Re: Women's Advocate**

**For the life of this Agreement, the Women's Advocate, as referenced in the Article 26 will be Susan Inman.**

#### **ARTICLE 29 – PAY DAY**

29.02 Any pay shortages less than one hundred dollars (\$100.00) will be adjusted in the next pay period.

Any pay shortages of one hundred dollars (\$100.00) or more will be paid within two

(2) business days **by direct deposit.**

**NEW All employees will be enrolled for direct deposit by the Company for pay shortages and miscellaneous payments.**

#### **ARTICLE 33 UNIFORMS**

~~33.04 Employees must return their parkas, when their employment terminates. If an employee does not return their parka, the full value of the parka will be deducted from their last pay cheque.~~

#### **ARTICLE 34 – HEALTH, WELFARE & RRSP BENEFITS**

## 34.2 Registered Retirement Savings Plan (RRSP)

Conditions for enrollment in the Royal Bank of Canada RRSP plan are as follows:

- The Company will make contributions to the employee's RRSP of ~~two percent (2%) of the employee's yearly earnings, two and a half (2.5%) percent on (October 22, 2019) and three (3%) percent on (October 22, 2021)~~ up to a maximum of ~~\$60,000~~ **\$70,000** annual gross earnings.
- The RRSP shall be "Self-Directed" by the employee. The Company's contributions will commence only when the employee has notified the company that they have initiated a RRSP.

## ARTICLE 40 – ADMINISTRATION OF

### DISCIPLINE

40.01 When an Employee is called to an interview and the nature of the meeting could lead to discipline or discharge, a committee person will be present. ~~Prior to the interview the employee will be given notice of the nature of the interview. The committee person will have the opportunity to meet with the employee at the conclusion of the meeting.~~

**Prior to the interview, the employee will be given notice of the nature of the interview and time to meet with a Union representative.**

## ARTICLE 42 – GRIEVANCE

### PROCEDURE

42.02 Any disagreement between the Employer and the Union concerning the interpretation, application, operation or alleged violation of the

terms and provisions of this Collective Agreement may be considered as a grievance.

Any grievance submitted in writing shall include a brief description of the facts giving rise to the grievance, including the applicable articles of the CBA and the specific redress requested. ~~All such grievances shall be signed by the Grievor.~~

The term working days when used in this Agreement for grievance procedure, shall exclude Saturdays, Sundays and holidays as defined herein.

**ARTICLE 43 - VACATION PAY AND PUBLIC HOLIDAY PAY**

43.1 For the purpose of this agreement, the followings days are paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	<b>National Day for Truth and Reconciliation</b>
Civic Holiday	

And any national or provincial holiday declared by the Federal Government or the Government of Ontario.

43.8 All Part time employees shall be **entitled to holiday pay pursuant to the Employment Standards Act, 2000 for Civic Holiday and National Day for Truth and Reconciliation.** ~~paid as per the Employment Standards Act.~~

**ARTICLE 51 - WAGE RATES**

Attached as Appendix "A"

**Retroactive increase, effective October 22, 2022 of 2.5% to all rates of pay**

## ARTICLE 51- TERM OF THE AGREEMENT

51.1 This Collective Agreement shall commence on October 22, ~~2018~~ **2022** and shall remain in force and effect ~~for the period of four (4) years until October 23, 2022~~ **January 31, 2024.** and shall continue from year to year thereafter provided however that either party may, not less than thirty (30) days nor more than nine (90) days prior to the termination date hereof give notice to the other party to terminate this Collective Agreement or to negotiate revisions hereto.

**Renew** LOU # 1, 2, 3, 5, 6, 7

**Amend** LOU# 4 as follows:

### Spare Board Driver Seasonal Bid Process

Spare Board Drivers shall be required to select a seasonal bid for the duration of the seasonal sign-up period. Nothing constituted below shall be construed as a guarantee of hours or guarantee of work.

- 1) At the start of each seasonal sign-up period, Spare Board Drivers shall, in order of seniority, bid for a weekly schedule of four (4) posted and available days of work. A Driver's bid for days of work shall not change for the duration of the seasonal sign-up period, unless a Spare Board driver(s) obtains a permanent vacant crew.
- 2) After all posted and available seasonal bid days off have been selected, Spare Board drivers requesting an additional day or days off during any subsequent seven (7) consecutive day cycle (Sunday to Saturday) must apply for Management approval prior to 9:00 AM Wednesday morning for the following week using the *Vacation / LOA* request form.
- 3) Seasonal shifts or blocks of work, which for any reason are not scheduled into the full-time crew bid shall be posted and made available to the Spare Board during the seasonal bid process. Spare Board Drivers can bid for the duration of this seasonally available work in order of their seniority. The

Company shall determine the hours of work, days of work and the number of seasonal shifts or blocks of work that are made available to Spare Board Drivers.

### Weekly Spare Board Bid Process

- (1) Following completion of the above seasonal bid process, Spare Board bid sheets for the following week will be available 14:00 PM on the Wednesday. This sheet will list all Spare Board drivers in order their seniority, and will indicate all available shifts for that week.
- (2) Bidding will take place on Thursday. Upon the completion of bidding, the weekly Spare Board sheets will be available in the office for Spare Board drivers to review.
- (3) Spare Board drivers shall according to their seniority bid for their next week's available work assignments.
- 4) Spare Board Drivers shall contact the office at the start of their bidding period to confirm which shifts are available. Bid times for each driver may change. Each driver is responsible to check his or her own bid time prior to the start of bidding.
- 5) Spare Board Drivers must select the shift they prefer during the weekly bidding process. If they are unable to call in during their allotted time they can provide dispatch with a written selection. If a driver fails to contact the office when they are scheduled to bid or fail to provide a selection, the bidding process will continue as scheduled and the driver missing their scheduled bid time shall select from the remaining shifts at the time they contact the office. If the Spare Board Driver fails to contact the office during the regular bidding period, the driver will be assigned any remaining work after all other Spare Board drivers have completed their shift selection.

- 6) A) If there is a shift available on a Spare Board driver's regular workday, the Spare Board driver must sign for it unless he or she has previously obtained an approved day off. (as per #2).  
  
B) Spare Board drivers in order of seniority must choose one available assignment on each of their committed working days OR it is not possible to select another shift without their weekly hours, resulting in overtime.
- 7) In the selection of work, as per the Motor Vehicle Act, it is the joint responsibility of the driver and the company to ensure a minimum of eight (8) hours from the end of one assignment to the start of the next.
- 8) In order to maximize hours of work, after regular bidding has concluded or before the Spare Board is frozen, if an additional shift becomes available, that shift will be offered in order of seniority to Spare Board Drivers that were seasonally committed to be available but did not get any work on the day and or shift that must be covered. If the additional shift puts the Driver into overtime, the work will be offered to the next senior Spare Board Driver.
- 9) Subject to #6 and #8, if any work remains uncovered, Spare Board Drivers will be offered the additional work on their scheduled days off based on seniority, conditional that this work does not result in weekly overtime.
- 10) The Spare board will be frozen at 16:30 PM on Thursday. If a shift becomes available after 16:30 PM, the company will dispatch in the following order.
  - A) Committed to work Spare board drivers with no work scheduled for that day
  - B) Spare Board Drivers with scheduled days off
  - C) Overtime for Full-Time Operators who are available to perform the work, based on seniority.



- D) Overtime for Spare Board Operators who are available to perform the work, based on seniority.
- ~~11) Spare Board Drivers shall not trade shifts. Consideration will be given subject to exceptional circumstances and must be approved by management~~
- 12) Where work was not assigned to a Spare Board driver as per the *Company's Spareboard Rules*, Operators must be available to work on their regular committed work days if unforeseen work becomes available, or if operational needs are required. Refusal of work on committed workdays may result in disciplinary action.
- 13) Reverse Seniority: If a run is still open after all Spareboard and Full-Time Operators have been canvassed to work, the work will be assigned in reverse seniority commencing from the bottom of the Spare Board list, continuing from the bottom of the Full-Time list until the run has been assigned by reverse seniority. Refusal to accept the work may result in disciplinary action.
- 14) If the company has less than 3 hours' notice of a service coverage requirement, the company may take any steps necessary to cover the open work. In the event the required coverage is more than 3 hours, the company will follow the call in provisions outlined in #10.
- 15) Either party may request that these Spare Board Rules be reviewed. Any revisions must be amended by mutual consent of the parties.
- 16) Management and the Bargaining Unit Chairperson, and/or Unifor Local President and/or the Unifor National Rep will meet as soon as possible to facilitate emergency situations.

**Delete LOU # 8 Workplace Harassment and Violence Prevention Training**

**Delete LOU # 9 and replace with the following:**

### **Social Justice Fund**

**The Company agrees to provide a one-time lump sum payment of five hundred dollars (\$500.00) into the Unifor Social Justice Fund (SJF), which is a registered charity established by the Unifor National Union. The Employer is to forward the payment to the following address: Unifor Social Justice Fund, 205 Placer Court Toronto, ON M2H 3H9.**

**The Employer will be issued a charitable receipt for the payment.**

**Delete APPENDIX B**

### **New Memorandum of Agreement**

**During collective bargaining, the Parties discussed the pending loss of work due to Municipal Region of Durham's (The Region) plan to cancel the contract to provide services by PWTransit Canada Ltd. The Parties agree to negotiate a closure agreement that deals with all aspects of the pending closure December 31, 2023 within sixty (60) days post ratification.**

### **Agreement outside of the CBA**

**The Company agrees to compile the new CBA and email all employees a copy of same. The Company will also provide the Union with an electronic copy of the CBA.**

**From:** Colin James <[cjmilestone@hotmail.com](mailto:cjmilestone@hotmail.com)>

**Date:** May 30, 2023 at 9:50:35 PM EDT

**To:** [TIMT\\_1958@hotmail.com](mailto:TIMT_1958@hotmail.com)

**Subject:** PW Transit

Hi Tim, my goal as President of the Local was to absorb PW Transit with DRT and have the members from your unit working with the members from DRT under one umbrella, being DRT. In my opinion this not only benefits the members but also the employer, as there would be much more consistency with all members, drivers and mechanics working for one employer. Currently, these members drive DRT buses, wear DRT uniforms and perform the same duties for a 3<sup>rd</sup> party employer. My objective as President, was always to do what is good for the Local and our membership.

In Solidarity,

Colin James

**From:** tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>  
**Date:** June 2, 2023 at 12:11:33 PM EDT  
**To:** [lane.payne@unifor.org](mailto:lane.payne@unifor.org), Bruce Snow Unifor <[Bruce.Snow@unifor.org](mailto:Bruce.Snow@unifor.org)>, Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>  
**Cc:** Susan Inman <[sk\\_inman@hotmail.com](mailto:sk_inman@hotmail.com)>, Chris Hardy <[chrishardywork@gmail.com](mailto:chrishardywork@gmail.com)>  
**Subject:** High importance; PWTransit closure

Lana

My name is Tim Thompson. I am the chairperson that represents the Pacific Western unit in Local 222. I have been the elected chairperson in local 222 for 33 years. We've operated Transit under contract for Durham Region since 2006. Prior to that it was contracted to Trentway Wagar-Coach Canada to operate Transit for the town of Whitby in 1990. That's when I became Chairperson with Local 222 and CAW.

I have always had good relationships with my local presidents, and there has always been mutual respect until now with this newly elected president Jeff Gray at local 222.

In August 2022 bargaining, was completed between Durham region Transit and local 222 the national staff rep was Sam Snyders who as well is our staff rep.

During this bargaining the union was successful into bargaining all conventional bus service back into the bargaining unit.

Which now in turn affects my members jobs and future because after ratification on August 14, 2022, the region served notice to Pacific Western informing them their services will be no longer required as of December 31, 2023 to provide transit service for the region of Durham under contract.

National staff rep Sam Snyders was very disappointed with Jeff Gray local president for not bargaining protection for the Pacific Western bargaining unit that he as well represents.

I've gone through this process many times before. The first time was when Charterways Transportation lost the contract to Trentway-Wagar-Coach Canada to provide transit service for the Town Of Whitby I had to go to council with President John Sinclair at the time to ensure our jobs service and union was secured, and we were successful.

Then again in 2016 when Coach Canada lost the contract to provide transit service to Pacific Western the president of local 222 at the time Colin James myself and my elected committee went to Regional Council and again was successful on retaining our service and seniority.

Now again in 2023 we have to do this again but this time we are not dealing with a contractor we are dealing with the Region itself.

Just a note as well Lana we drive the Durham Region buses we wear their uniform we work under the regions policies and procedures they set our schedules and they as well are involved in every correspondence from passengers and dictate to our company their demands and expectations. To be clear they have been our employer since 2006 but have been hiding behind a third party supplier.

This is just a little history of what has been happening since August my issue with my local president Jeff Gray is he is excluding me from all meetings and conversations he is having with management at Durham Region, Transit. I want to add as well in case you didn't know Lana, Sam Snyders our National Rep hasn't been involved as well with these discussions. Isn't the National Rep not supposed to be involved in discussions that affect the units they represent.

I am the elected chairperson that represents the workers at PW Transit, I have never been this disrespected in my life. Being chairperson and who knows the rules and how the process is supposed to be followed. Now I have a newly elected inexperienced president that is misrepresenting the membership and withholding information, not disclosing the facts and I feel he's making decisions with the chairperson of Durham Transit and Durham Transit legal as well management from Pacific Western without any input of the membership or the national staff rep Sam Snyders or my input as the chairperson of the bargaining unit. He represents both Durham transit workers, and Pacific Western transit workers. We are all his members and as chair person I feel I have the right to be totally involved in every step of this process especially when these decisions will affect the members I represent and their futures.

On June 1st there was a general membership meeting at local 222. There wasn't a quorum but the president usually will take questions from the floor. When I spoke on behalf of my 20 members that took the time to attend the meeting. Jeff Gray said no questions and proceeded to walk out of the hall. When I called him out from the floor he accused me the chairperson speaking on behalf of my members I was elected to represent of show boating. I was looking for answers from the president on behalf of my members.

When he finally was persuaded to return to the hall by Rob Romano the Financial Secretary for the local he finally came back in. He still would not answer questions about details that are in the package that he signed off on with no discussion with myself and committee before doing so and may I add he was clear with my committee and myself he would bring the package for approval before signing off and he did not do that. It now is going to Durham counsel for approval and to be signed off in early June.

I'm looking for you to intervene on behalf of my members to protect their jobs and seniority rights.

I look forward to having a discussion with you and hopefully resolve this issue. I have never in my 33 years had to reach out to the national president for assistance especially to deal with my local president I find this unheard of but here I am, thank you Lana for listening and as I said, I hope to hear from you soon. I would be willing to come with my committee and have discussions with you at any time.

In Solidarity  
Tim Thompson  
Chairperson  
PWTransit  
Local 222

E 10 -2

**From:** Local 222 <[local222@local222.ca](mailto:local222@local222.ca)>  
**Date:** June 2, 2023 at 11:52:54 AM EDT  
**To:** tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>  
**Subject:** PWT discussion Mon June 12

Greetings, Brother Tim,

Please advise as to what time yourself and Susan will be available pursuant to the 4 hour leave request for Monday, June 12 to come to the Union Hall.

In Solidarity  
Eileen per Jeff Gray, President  
Unifor Local 222

**From:** Local 222 <[local222@local222.ca](mailto:local222@local222.ca)>  
**Date:** June 6, 2023 at 12:36:48 PM EDT  
**To:** Emily-Jo Burnham-Cooper <[emilybu@pwtransit.ca](mailto:emilybu@pwtransit.ca)>  
**Subject:** **CANCEL Unifor LOAs June 12 for Thompson / Inman / Hardy**

With apologies for any inconvenience this may have caused.  
One attachment • Scanned by Gmail

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# UNION LEAVE-OF-ABSENCE CANCELLATION

June 6, 2023

Please refer to our previous requests for leaves-of-absence for:

Tim Thompson

Susan Inman

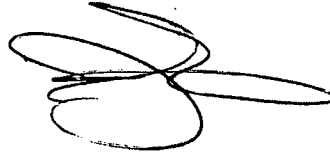
Christopher Hardy

for Monday, June 12, 2023 and **CANCEL** same.

We apologize for any inconvenience.

Your usual co-operation would be appreciated.

Yours truly,



Jeff Gray  
President  
Unifor Local 222

JG:ec  
unifor1136



905-723-1187

local222@local222.ca



**From:** Emily-Jo Burnham-Cooper <[emilybu@pwtransit.ca](mailto:emilybu@pwtransit.ca)>  
**Date:** June 6, 2023 at 1:04:02 PM EDT  
**Subject:** Employee Message- DRT Update

Good afternoon,

As many of you are aware, we have reached an agreement with Durham Region Transit and Unifor Local 222 on a transition plan for employees who would like to work for the Region upon conclusion of PW Transit's contract which ends on December 31<sup>st</sup>, 2023.

Next week the Parties (PWT, the Region and Unifor) will provide opportunities for you to learn more about what the agreement entails and options available for employees. PW Transit is committed to working with each and every employee to assist in a smooth transition and as such, Emily, Duke and myself will be available to meet with you on June 13<sup>th</sup> between 1:30pm and 3:30pm and again on June 14<sup>th</sup> between 10am and 12pm.

Thank you for your continued patience during this process and I look forward to meeting with you next week. In the mean-time, if you have any questions or concerns, please feel free to give me a call, send me a text or an email.

Brandi

**EMILY-JO BURNHAM-COOPER**  
*Operations Supervisor*

**P** (905) 404-1115 Ext 201

**C** (647) 462 - 7368

**F**

**E** [emilybu@pwtransit.ca](mailto:emilybu@pwtransit.ca)

**W** [www.pwtransit.ca](http://www.pwtransit.ca)



**From:** Bruce Snow <[Bruce.Snow@unifor.org](mailto:Bruce.Snow@unifor.org)>  
**Date:** June 7, 2023 at 3:22:26 PM EDT  
**To:** tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>  
**Cc:** Lana Payne <[Lana.Payne@unifor.org](mailto:Lana.Payne@unifor.org)>, Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>, Susan Inman <[sk\\_inman@hotmail.com](mailto:sk_inman@hotmail.com)>, Chris Hardy <[chrishardywork@gmail.com](mailto:chrishardywork@gmail.com)>  
**Subject: Re: Important:immediate attention**

Sounds good I will call you in the morning. Thx

**Bruce Snow**

*Assistant to the National Officers*

*Adjoint aux dirigeantes et dirigeants nationaux*

326-12th Street, New Westminster BC

Office: 604-516-8010

Cell: 604-816-1607

Fax: 604-522-8975

[Bruce.Snow@unifor.org](mailto:Bruce.Snow@unifor.org)

[@UniforTheUnion](#) | [@SyndicatUnifor](#)

[facebook.com/UniforCanada](https://facebook.com/UniforCanada) | [facebook.com/SyndicatUnifor](https://facebook.com/SyndicatUnifor)

On Jun 7, 2023, at 3:21 PM, tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)> wrote:

**Attention:** This email originated from outside of Unifor. | Ce courriel provient de l'extérieur de Unifor.

Bruce;

Sorry forgot to say I'm available anytime 8:00 am on before 3:30 pm

Thanks

Tim Thompson

Sent from my iPhone

On Jun 7, 2023, at 3:13 PM, Bruce Snow <[Bruce.Snow@unifor.org](mailto:Bruce.Snow@unifor.org)> wrote:

Hi Tim,

Can you please give me a time today when you are available?

Thx

***Bruce Snow***

*Assistant to the National Officers*

*Adjoint aux dirigeantes et dirigeants nationaux*

326-12th Street, New Westminster BC

Office: 604-516-8010

Cell: 604-816-1607

Fax: 604-522-8975

[Bruce.Snow@unifor.org](mailto:Bruce.Snow@unifor.org)

[@UniforTheUnion](#) | [@SyndicatUnifor](#)

[facebook.com/UniforCanada](https://facebook.com/UniforCanada) | [facebook.com/SyndicatUnifor](https://facebook.com/SyndicatUnifor)

On Jun 6, 2023, at 12:53 PM, Bruce Snow <[Bruce.Snow@unifor.org](mailto:Bruce.Snow@unifor.org)> wrote:

My apologies reading and typing don't mix.

***Bruce Snow***

*Assistant to the National Officers*

*Adjoint aux dirigeantes et dirigeants nationaux*

E15-2

326-12th Street, New Westminster BC

Office: 604-516-8010

Cell: 604-816-1607

Fax: 604-522-8975

[Bruce.Snow@unifor.org](mailto:Bruce.Snow@unifor.org)

[@UniforTheUnion](#) | [@SyndicatUnifor](#)

[facebook.com/UniforCanada](https://facebook.com/UniforCanada) | [facebook.com/SyndicatUnifor](https://facebook.com/SyndicatUnifor)

On Jun 6, 2023, at 9:52 AM, tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)> wrote:

**Attention:** This email originated from outside of Unifor. | Ce courriel provient de l'extérieur de Unifor.

Hi Bruce just wanted you to be aware I'm not Ian I am Tim Thompson chairperson of P W Transit unit

I'm emailing you about what's happening between Durham Transit and our local.

You called me Ian in your response back to my email.

In solidarity

Tim Thompson

Chairperson

PW Transit

Sent from my iPhone

On Jun 6, 2023, at 12:12 PM, Bruce Snow <[Bruce.Snow@unifor.org](mailto:Bruce.Snow@unifor.org)> wrote:

Hi Ian,

I am on a flight to Toronto from BC, when I get a chance I will follow up with you today or tomorrow.

E15-3

In sol

## *Bruce Snow*

*Assistant to the National Officers*

*Adjoint aux dirigeantes et dirigeants nationaux*

326-12th Street, New Westminster BC

Office: 604-516-8010

Cell: 604-816-1607

Fax: 604-522-8975

[Bruce.Snow@unifor.org](mailto:Bruce.Snow@unifor.org)

[@UniforTheUnion](#) | [@SyndicatUnifor](#)

[facebook.com/UniforCanada](https://facebook.com/UniforCanada) | [facebook.com/SyndicatUnifor](https://facebook.com/SyndicatUnifor)

On Jun 6, 2023, at 7:58 AM, tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)> wrote:

Attention: This email originated from outside of Unifor. | Ce courriel provient de l'extérieur de Unifor.

Bruce

I'm writing you do follow up on the emails I have copied you on to National President Lana Payne.

I was talking to my national rep Sam Snyders on Monday June 05th. He informed me you had reached out to him because you heard that there was an incident at the general membership meeting on Thursday June 01st at local 222. National rep Shane Fields was at the meeting and he heard and seen what transpired. I as well talked to Shane and told him about the issues that were going on with my unit and the issues with Jeff Gray local president. He told me he was going to reach out to you on the issue. My concern is the politics at local 222 and I know that Shane is a supporter of Jeff Gray and that was obvious on the discussions we were having. I'm not writing you Bruce to discuss the politics I could care less about that. I'm writing to seek assistance on the injustice to my members in our unit.

I had to reach out to Sam Snyders because he keeps telling me it's a local issue and

E15-4

the national can't get involved. I can't believe our national union would not be involved if that is the case why do we need national staff reps the local president could make all decisions in the union.

Sam told me he reached out to Jeff Gray to get a copy of the agreement Gray signed and he had Eileen, Grays support staff send Sam a copy.

All I'm asking Bruce is that you please contact me so we can have a discussion about what's been going on here at local 222.

In Solidarity  
Tim Thompson  
Chairperson  
PW Transit  
My number  
905-259-0884

Sent from my iPhone

E15-5

**From:** tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>

**Date:** June 9, 2023 at 11:52:45 AM EDT

**To:** [dcarter@oshawa.ca](mailto:dcarter@oshawa.ca), [bchapman@oshawa.ca](mailto:bchapman@oshawa.ca), [rkerr@oshawa.ca](mailto:rkerr@oshawa.ca), [tdmarimpietria@oshawa.ca](mailto:tdmarimpietria@oshawa.ca), [jneal@oshawa.ca](mailto:jneal@oshawa.ca), [bnicholson@oshawa.ca](mailto:bnicholson@oshawa.ca), [kashe@pickering.ca](mailto:kashe@pickering.ca), [mbrenner@pickering.ca](mailto:mbrenner@pickering.ca), [lcook@pickering.ca](mailto:lcook@pickering.ca), [dpickles@pickering.ca](mailto:dpickles@pickering.ca), [wwotten@scugog.ca](mailto:wwotten@scugog.ca), [imcdougall@scugog.ca](mailto:imcdougall@scugog.ca), [dbarton@uxbridge.ca](mailto:dbarton@uxbridge.ca), [bgarrod@uxbridge.ca](mailto:bgarrod@uxbridge.ca), [mayor@whitby.ca](mailto:mayor@whitby.ca), [leahyc@whitby.ca](mailto:leahyc@whitby.ca), [mulcahyr@whitby.ca](mailto:mulcahyr@whitby.ca), [shahidm@whitby.ca](mailto:shahidm@whitby.ca), [yamadas@whitby.ca](mailto:yamadas@whitby.ca), [shau.n.collier@ajax.ca](mailto:shau.n.collier@ajax.ca), [marilyn.crawford@ajax.ca](mailto:marilyn.crawford@ajax.ca), [joanne.dies@ajax.ca](mailto:joanne.dies@ajax.ca), [sterling.lee@ajax.ca](mailto:sterling.lee@ajax.ca), [mayor@clarington.net](mailto:mayor@clarington.net), [ganderson@clarington.net](mailto:ganderson@clarington.net), [wwoo@clarington.net](mailto:wwoo@clarington.net), [walter.schummmer@brock.ca](mailto:walter.schummmer@brock.ca), [michael.jubb@brock.ca](mailto:michael.jubb@brock.ca)

**Subject: Urgent Request to Durham Regional Council Fairness for Whitby Drivers of Durham Region Transit**

This is an urgent request to Regional Council to defer approval for the terms of the incorporation of driving services in Whitby with the rest of Durham Region Transit until there is fairness and equitable treatment for the Whitby drivers.

Durham Region Transit has decided to end the contract with PW Transit to provide drivers for Whitby routes and bring that work in-house effective January 1, 2024. An agreement has been reached between DRT, PW Transit, and Unifor Local 222 regarding the jobs and rights of the drivers who currently provide this service in Whitby.

It is important that Durham Regional Councillors understand that there are two different bargaining units involved. The drivers and maintenance workers for most of Durham Region are members of the DRT Unit of Local 222. The drivers who provide services to DRT in Whitby are members of the PW Transit Operators Unit of Unifor Local 222.

I, as Chairperson, the bargaining committee, and the members of the PW Transit Operators Unit have been excluded from all of the discussions so far, and have not approved the proposed agreement. In fact, as of today, I have not even been told what is in the proposed agreement. We don't know if we will be guaranteed our jobs or keep our seniority.

The Councillors should know that these drivers have been providing this service in Whitby for many years, some of them for over 30 years continuously. It is wrong for these workers to be treated this way. The drivers in Whitby wear DRT uniforms, they drive buses that are owned by DRT, which also provides fuel and maintenance, they follow the Policy and Procedures of DRT, and their routes are scheduled by DRT.

Not only is it unfair, it may well have legal implications if an agreement is imposed in which these drivers had no representation. The duty of fair representation and other legal obligations may have been breached.

A few of the Whitby drivers have experienced a series of changes in their titular employer from Charterways to the Town of Whitby to Trentway Wagar to Coach Canada to PW Transit. The drivers fought to ensure that every one of those transitions was seamless, and the drivers always were guaranteed their jobs and maintained their seniority. Why should they not deserve the same fairness this time?

We are asking that Durham Regional Council defer approval of this proposed agreement until representatives of all the workers involved can meet and work out an agreement that is fair to all.

Sincerely,  
Tim Thompson  
Unit Chairperson  
PWTransit



# INTERNAL BULLETIN

## Memorandum of Agreement

We are pleased to announce that Durham Region Transit (DRT), Pacific Western Transit (PWT), and Unifor Local 222, have reached a Memorandum of Agreement that will support Pacific Western Transit employees to transition to DRT upon expiration of PWT's service contract on December 31, 2023. This agreement demonstrates the commitment of the parties to employees delivering public transit services in Durham and strengthens the foundation of DRT to pursue unprecedented growth of public transit in the Region of Durham. This agreement was only possible through the dedication to prioritize the advancement of public transit in Durham, and the desire of all parties to reach a fair and equitable solution for Unifor Local 222 members.

### How does this agreement apply to PWT employees

This agreement enables PWT employees to continue their employment with PWT until the expiration of the service contract, while providing eligible employees the opportunity to be hired by DRT through an Expressions of Interest (EOI) process. PWT employees hired through the EOI process will benefit by having their existing vacation allocations recognized by DRT, and a retroactive DRT seniority date to June 30, 2023.

### How does this agreement apply to existing DRT employees

This agreement does not affect DRT employees with a seniority date before June 30, 2023. The order for selecting work and vacation will remain the same based on existing seniority. Please refer to the attachment for a summary of terms applicable to each employee group. You are encouraged to speak to your manager or Unifor representative to clarify any questions regarding the agreement.

The parties recognize that the next few months will be a period of significant change, particularly for PWT and their employees. We encourage all staff to be respectful and sensitive to all individuals, and to be diligent in working towards a smooth transition.

### Originally signed by

- Bill Holmes, General Manager, Durham Region Transit
- James Vine, Vice President, Transit Pacific Western Transportation
- Jeff Gray, President, Unifor Local 222
- Ian Sinnott, Chairperson, Unifor Local 222



Posted: June 12, 2023

Remove: July 4, 2023

Bulletin #97

**Attachment: Highlights of Memorandum of Agreement between Durham Region Transit (DRT), Pacific Western Transportation (PWT), and Unifor Local 222**

How does the agreement apply to PWT employees?

1. To be **considered** for employment by DRT at the end of the PWT contract expiring December 31, 2023, PWT employees need to respond to a DRT Expression of Interest (EOI) process by June 30, 2023.
2. PWT employees will be eligible to enter the EOI process if they:
  - a. were not previously employed **and** terminated by DRT;
  - b. have no more than four demerit points on their driver abstract; and
  - c. have no active discipline of three day/shift suspension or more.
  - Further to 2(c) above, DRT will review the nature of an active suspension/s that is less than three day/shift, and determine if an applicant is still deemed eligible for employment.
3. Eligible PWT employees who apply to the EOI process will be offered employment with DRT **provided they are successful** through an assessment process. This includes:
  - a. resume review to ensure applicants meets skills requirements for the applicable position
  - b. completion of an assessment for driving skills and abilities (Vitals & Core)
  - c. interview with management
4. PWT employees offered employment with DRT through the EOI process will commence their employment in staggered time frames, ranging from January 1, 2024 and June 30, 2024. DRT may move up or extend the time frame where operationally necessary.
  - a. These employees will be granted a retroactive DRT seniority date of June 30, 2023.
  - b. The DRT seniority of these employees will be based on their seniority with PWT.
5. Employees of PWT hired by DRT through the EOI process will be new employees to DRT, without recognition of PWT seniority, and will be subject to the terms and conditions of the DRT Collective Agreement subject to the following.
  - a. PWT employees hired through the EOI process will not be guaranteed full-time status of employment irrespective of their status with PWT.
  - b. PWT employees hired through the EOI process will have their PWT total service (inclusive of Coach Canada service previously recognized by PWT) recognized for the purpose of determining their initial vacation entitlements pursuant to the DRT Collective Agreement. Once these employees are placed on the DRT vacation grid, they will move along the grid based on their DRT Seniority date and their PWT/Coach service date will no longer be considered.
  - c. Where a PWT employee hired through the EOI Process has more than 10 years of PWT total service **and** they are initially employed by DRT in part-time status, their PWT total service will be recognized if they transfer to full

**Attachment: Highlights of Memorandum of Agreement between Durham Region Transit (DRT), Pacific Western Transportation (PWT), and Unifor Local 222**

time-status for the purpose of determining their initial full-time vacation entitlement. After their initial placement on the DRT vacation grid for full-time employees, they will move along the grid based on their DRT Seniority date and their PWT/Coach service date will no longer be considered.

How does this agreement apply to existing DRT employees?

This agreement does not affect DRT employees hired before June 30, 2023. The seniority of these employees is not impacted.

DRT employees hired after June 30, 2023 and outside of the EOI process, will be granted a seniority date after PWT employees hired through the EOI process even if the PWT employees commence employment on a later date than them. For example, if DRT hires 35 PWT employees through the EOI process with a DRT start date of January 1, 2024, they will be granted a retroactive DRT seniority date of June 30, 2023. The seniority for a new DRT employee outside the EOI process with a start date of September 1, 2023, will be lower/behind the 35 PWT employees hired through the EOI process.



Make Life Easy

DURHAM REGION TRANSIT COMMISSION

Conventional Operator - Expression of Interest for Current Employees of PWT

()

Job ID: 18478  
Job Number:  
Unifor Local 222

Open: Jun 12, 2023 Close: Jun 30, 2023

The Region of Durham is committed to diversity, equity, and inclusion within its community and organization, and strongly welcomes and encourages applications from Indigenous Peoples, people of colour, women, persons who live with disabilities, people from 2SLGBTQI+ communities and people from diverse communities.

In accordance with the Accessibility for Ontarians with Disabilities Act (AODA), accommodation will be provided throughout the recruitment process to applicants who live with disabilities.

**Conventional Operator**

Reporting to the Manager, Operations, the incumbent will:

- Transport passengers safely according to Durham Transit's routes and schedules while following Durham Region Transit's Safety Policy
- Operate assigned transit vehicles in a defensive manner
- Collect proper fares while ensuring the validity of transfers and passes
- Provide information and assist passengers in a courteous manner
- Advise Operations of schedule deficiencies and recommend minor service adjustments
- Complete accident or other reports as required
- Be responsible to comply with the policies of Durham Region Transit with regards to rules and regulations and safe working practices
- Perform other duties as assigned

The successful applicant will possess:

- Grade 12 diploma
- Minimum of an Ontario Class G licence
- Ability to meet all Ministry of Transportation requirements (including hearing and vision requirements) to obtain a Class CZ license during training
- A clean driving abstract
- Considerable experience in driving heavy vehicles, preferably transit coaches
- Be in good health and have good eyesight
- A pleasant personality and the ability to deal with the public

**Conventional Operator Salary Information**

This position will be paid at the following hourly rates:

- Training: \$31.41 - Probation: \$31.41 - Completion Probation: \$33.16 - Completion 2080 hours: \$34.90

**Conditions of Employment**

- Have not been previously employed and terminated by DRT
- Have no more than 4 demerit points on your drivers abstract
- Have no active discipline on file with PWT of three day/shift suspension or more. Other suspensions on record will be reviewed to determine eligibility.

**Internal Application Procedure**

Please submit a resume and cover letter outlining your experience, education and related skills via email to [PWT2DRT@durham.ca](mailto:PWT2DRT@durham.ca) no later than 4:30 p.m. (Eastern Standard Time) on June 30, 2023.

**From:** tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>  
**Sent:** Wednesday, June 14, 2023 11:13 AM  
**To:** Quinn-Nilas, Andrea <[quinn-nilasa@whitby.ca](mailto:quinn-nilasa@whitby.ca)>  
**Subject:** Re: Tim Thompson: Urgent Request to Durham Regional Council Fairness for Whitby Drivers of Durham Region Transit

**EXTERNAL EMAIL**

Thank you for your prompt reply. I would be very interested in that time slot. I would as well be bringing Susan Inman with me as well.

Sincerely

Tim Thompson

Sent from my iPhone

On Jun 14, 2023, at 10:40 AM, Quinn-Nilas, Andrea <[quinn-nilasa@whitby.ca](mailto:quinn-nilasa@whitby.ca)> wrote:

Good morning, Tim: I am Mayor Roy's scheduler and she has asked me to connect with you to schedule an opportunity for a chat next week. I can see her calendar is very full but she has an opening on June 21 at 10:30am. Please let me know if this can be confirmed – and if you are bringing any other reps with you to the meeting in Mayor Roy's office.

**Andrea Quinn-Nilas  
Coordinator of Administration  
Office of the Mayor and Council**

**Town of Whitby  
T 905.444.1940**

575 Rossland Road East, Whitby, ON L1N 2M8

Lana Pane

Unifor National President

Dear Lana

At our last Retirees Chapter Meeting I put a Motion to have you become directly involved in the ongoing negotiations between Durham Region, DRT and PWT.

I suspect you never received the Motion from the Hall. I became recently aware of a meeting that took place with Chairperson Tim Thompson, Colin James (former Local 222 President) and National Rep. Sam Syner that alarmed me.

A meeting that you need to inquire about, demand answers and act accordingly in the best interest of all.

Having received a copy of the Memorandum my worse fears were realized, that P.W.T Operators were being thrown under the bus by Ian Sinnot, DRT Chair, Jeff Gray, Local 222 President, a complete sellout. For Votes.

How? Tim Thompson was never allowed in any of the negotiations to defend his members is beyond me and for a National Rep not allowed in these discussions is beyond belief.

How our Local Leadership could sign such a Sweetheart Deal that makes Whitby Transit Operators beggars for their own jobs is shameful. Whitby Transit Operators have provided professional, reliable service to the own of Whitby for 30 plus years. Due paying members in good standing who deserve better than this type of treatment. Pay our leadership.

I am the former Unit Chairperson for Oshawa Treansit and it was always my opinion that in an event of merger, seniority would be dovetailed into a new Agreement.

I am appealing to your good sense and fairness to correct a grave injustice to our Whitby Transit Operators.

I look forwasrd to your response.

In Solidarity

Gord VGickers

851 Wilkins Gate

Cobourg On

K9A 0C1

1 905 338 8212

**From:** Lana Payne <[Lana.Payne@unifor.org](mailto:Lana.Payne@unifor.org)>  
**Date:** June 15, 2023 at 11:27:07 AM EDT  
**To:** chris white <[palmcourt4@hotmail.com](mailto:palmcourt4@hotmail.com)>  
**Subject:** RE: Urgent from Gord Vickers re PW Transit

Good morning,

Thank you for your email and for forwarding this message. This will acknowledge receipt, and advise that the message has been forwarded to John Aman, Senior Director of Local Union Matters, for assistance.

Thank you,

Kate Lonergan

On behalf of

**Lana Payne**

*National President*

*Présidente nationale*

**T:** 1.800.268.5763 ext. 6546 | **M:** 416.495.6546, [lane.payne@unifor.org](mailto:lane.payne@unifor.org)  
115 Gordon Baker Road, Toronto, ON, M2H 0A8  
[@UniforTheUnion](#) | [@SyndicatUnifor](#)  
[facebook.com/UniforCanada](https://facebook.com/UniforCanada) | [facebook.com/SyndicatUnifor](https://facebook.com/SyndicatUnifor)  
[unifor.org](https://unifor.org)

**From:** chris white <[palmcourt4@hotmail.com](mailto:palmcourt4@hotmail.com)>  
**Sent:** Wednesday, June 14, 2023 11:20 AM  
**To:** Lana Payne <[Lana.Payne@unifor.org](mailto:Lana.Payne@unifor.org)>  
**Subject:** Urgent from Gord Vickers re PW Transit

**Attention:** This email originated from outside of Unifor. | Ce courriel provient de l'extérieur de Unifor.

As requested, I am sending this letter from Gord Vickers to Lana Pane from my email account.

Sent from my iPad

E21-2



**From:** Brandi Tracksell <[brandit@corp.pwt.ca](mailto:brandit@corp.pwt.ca)>  
**Date:** June 16, 2023 at 2:16:54 PM EDT  
**To:** Jeff Gray <[JeffGray@local222.ca](mailto:JeffGray@local222.ca)>  
**Cc:** Tim Thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>, Emily-Jo Burnham-Cooper <[emilybu@pwtransit.ca](mailto:emilybu@pwtransit.ca)>, Duke Capello <[dukec@pwtransit.ca](mailto:dukec@pwtransit.ca)>, James Vine <[james@corp.pwt.ca](mailto:james@corp.pwt.ca)>, [ana.payne@unifor.org](mailto:ana.payne@unifor.org), Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>  
**Subject: Concerning comments to PWT employees**

Good afternoon,

It has come to my attention that during recent meetings with PWT employees, the Union, specifically Ian Sinnott, informed employees something to the effect that, "Durham Region Transit (DRT) will be reducing service hours to PWT in September in an effort to accommodate newly trained specialized transit employees in their transition to drive conventional transit routes in Whitby area."

This statement is incorrect and it created a lot of confusion and anxiety amongst the PWT employees. PWT employees are already dealing with significant change and by making a false statement that suggests PWT employees may suffer from reduced hours earlier than anticipated only further heightens their concerns and may expedite their decision to seek alternate employment.

As such, we are requesting the Union issue a formal letter retracting these statements and apologizing for any confusion and anxiety they may have created. We believe that due to the unique circumstances of this situation, the letter should be sent as soon as possible, but no later than Tuesday, June 20th, 2023.

I look forward to hearing from you.

Brandi

**BRANDI TRACKSELL**  
*Director, Employee and Labour Relations*

**P** (587) 224-8225  
**C** (587) 224-8225  
**F**  
**E** [brandit@corp.pwt.ca](mailto:brandit@corp.pwt.ca)  
**W** [www.pwt.ca](http://www.pwt.ca)

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**From:** Brandi Tracksell <[brandit@corp.pwt.ca](mailto:brandit@corp.pwt.ca)>  
**Date:** June 23, 2023 at 3:03:16 PM EDT  
**To:** [jeffgray@local222.ca](mailto:jeffgray@local222.ca)  
**Cc:** Emily-Jo Burnham-Cooper <[emilybu@pwtransit.ca](mailto:emilybu@pwtransit.ca)>, James Vine <[james@corp.pwt.ca](mailto:james@corp.pwt.ca)>, Tim Thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>, Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>  
**Subject:** Company Grievance

Jeff,

Please see the attached Company grievance being filed on behalf of Emily-Jo Burnham-Cooper.

Brandi

**BRANDI TRACKSELL**  
*Director, Employee and Labour Relations*

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**E** [brandit@corp.pwt.ca](mailto:brandit@corp.pwt.ca)

**W** [www.pwt.ca](http://www.pwt.ca)

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The Pacific Western Group of Companies is driven by safety. It is our first core value, and is at the heart of all that we do.



P 250.563.6236 F 250.563.7316 A 1041 Great Street, Prince George, BC, Canada V2N 2K8 PWTRANSIT.CA

Jeff Gray  
President  
Unifor Local 222

June 23, 2023

**Re: Employer Policy Grievance**

PWTransit Canada LTD. ("PWTransit") has a grievance.

On June 14<sup>th</sup>, 2023, representatives from Unifor Local 222 held a meeting with PWTransit (Whitby) employees. The meeting was to provide an opportunity for PWT employees to ask questions about the recently agreed Memorandum of Agreement (MOA) between PWTransit Canada, Durham Region and Unifor. The purpose of the MOA was to "enable PWT employees to continue their employment with PWT until the expiration of the service contract.." Throughout the discussions between the Parties to the MOA, PWT made it clear that it was imperative the Parties were able to reach a deal that instilled confidence and certainty to avoid employee attrition before the end of our service contract with the Region on December 31<sup>st</sup>, 2023. The Union was well aware of PWT's concern as it was subsequently reiterated by email after the Parties' discussions.

During the meeting on June 14<sup>th</sup>, 2023 Union officials stating something to the effect of, "the changeover is for September 1<sup>st</sup> for specialized services and that they are all coming back to conventional transit." It was further suggested that these specialized services employees would begin training in September on conventional buses in the Whitby area. Shortly after this meeting, concerned PWT employees reached out to PWT to ask if this was accurate and if it would result in a reduction of our services or their hours. The information shared with PWT employees, by the Union was not accurate and it clearly created confusion and anxiety amongst PWT employees.

E24-1

PWT, upon hearing of this, reached out to the Union by email on June 16<sup>th</sup>, 2023 requesting, “the Union issue a formal letter retracting these statements and apologizing for any confusion and anxiety they may have created. We believe that due to the unique circumstances of this situation, the letter should be sent as soon as possible, but no later than Tuesday, June 20<sup>th</sup>, 2023.” To date, the Union has not responded to the Employer’s request.

Subsequent to the Union’s meeting and their failure to address their inaccurate statements and representations made during the meeting on June 14<sup>th</sup>, 2023, PWT has already received notice that some employees plan to leave the employment of PWT before December 31<sup>st</sup>, 2023 due to the Region taking over Whitby Operations “with the approval of Unifor Local 222.”

We believe the Union’s behavior is in violation of the Collective Agreement between Unifor Local 222 and PWT. Specifically, the *Union/Employer Joint Statement* provides the following:

*The Company and the Union recognize their common interest to put in place conditions favourable to the development and profitability of the Company, which will, amongst other things, improve job opportunities.*

*The parties jointly accept to use all practical means to ensure the development and profitability of the Company since they recognize the importance of quality and productivity in light of the competition and their ability to maintain market share.*

The Employer is seeking full redress, which includes, but is not limited to:

- Acknowledgement and notification to all PWT employees apologizing for the misinformation presented during the meeting on June 14<sup>th</sup>, 2023;
- Compensation for any and all losses incurred by PWT for the misinformation and failure to address the misinformation;
- Any other such relief that may be required.

I look forward to your response.

Regards,

*Emily Burnham-Cooper*

Emily-Jo Burnham-Cooper  
Acting General Manager  
PWTransit Canada Ltd. (Whitby)

Cc: Brandi Tracksell, Director, Employee and Labour Relations  
James Vine, Vice President, Transit  
Tim Thompson, Unifor Local 222, Unit Chair  
Sam Snyders, National Representative, Unifor

**From:** tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>

**Date:** July 16, 2023 at 11:32:04 AM EDT

**To:** Lana Payne <[Lana.Payne@unifor.org](mailto:Lana.Payne@unifor.org)>, John Aman <[John.Aman@unifor.org](mailto:John.Aman@unifor.org)>, Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>

**Subject:** Immediate Attention

I'm sending this email on behalf of Gord Vickers who doesn't have access to a computer.

Lana Payne;

On Saturday July 15th 2023 at the farmers market in Cobourg I met transit supervisor George C Vaspori by chance. As we got around to the issue surrounding the negotiations between DRT PWTransit and the Region Mr Vaspori assured me it was the union that opposed dovetailing in seniority because of the potential back lash of some of its members. The Region was indifferent either way to the issue concerning dovetailing. This clears up once and for all why Jeff Grays signature is missing on the contract between PWTransit and Local 222.

We know now why PWTransit chairperson Tim Thompson was kept in the dark during these negotiations.

I look forward to your response!

You can contact me at;

905-377-8212

In Solidarity  
Gord Vickers

**From:** tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>  
**Date:** July 16, 2023 at 11:35:02 AM EDT  
**To:** Lana Payne <[Lana.Payne@unifor.org](mailto:Lana.Payne@unifor.org)>, John Aman <[John.Aman@unifor.org](mailto:John.Aman@unifor.org)>, Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>  
**Subject:** Your Immediate Response

Sending on behalf of Gord Vickers.

Lana Payne;

On Wednesday June 15 th 2023 brother Chris white informed me he was approached by Ian Sinnott in an aggressive manner and was told to mind his own business. He preceeded to say to Chris White you have enemies so watch out. This attempt to intimidate a 78 year old brother is uncalled for. I believe ian Sinnott became aware that Chris sent out an email for me that lead to his outburst. I believe Chris White is owed a public apology by ian Sinnott.

In Solidarity!  
Gord Vickers

Sent from my iPhone

**From:** John Aman <[John.Aman@unifor.org](mailto:John.Aman@unifor.org)>

**Date:** July 17, 2023 at 9:56:49 AM EDT

**To:** tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>, Lana Payne <[Lana.Payne@unifor.org](mailto:Lana.Payne@unifor.org)>, Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>

**Subject:** Your Immediate Response

Good morning,

I want to take this time to only comment on the confidentially aspect mentioned below. At no time has lan been made aware of any correspondence sent to our National President or National Office. We do not share that information.

In solidarity

John Aman



From: tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>  
Sent: Tuesday, July 18, 2023 9:21 AM  
To: John Aman <[John.Aman@unifor.org](mailto:John.Aman@unifor.org)>  
Cc: Lana Payne <[Lana.Payne@unifor.org](mailto:Lana.Payne@unifor.org)>; Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>  
Subject: Re: Your Immediate Response

Attention: This email originated from outside of Unifor. | Ce courriel provient de l'extérieur de Unifor.

John;

Thank you for your quick response to my email on behalf of Gord Vickers. I read your response to Gord as he does not have access to a computer.

On another note I was wondering where we are at pertaining to the meeting we had on Tuesday July 4 2023 in Pickering with yourself Sam Snyders and Susan inman. I was wondering where we're at on this issue.

In Solidarity  
Tim Thompson  
Chairperson

**From:** John Aman <[John.Aman@unifor.org](mailto:John.Aman@unifor.org)>  
**Date:** July 19, 2023 at 12:30:08 PM EDT  
**To:** tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>  
**Cc:** Lana Payne <[Lana.Payne@unifor.org](mailto:Lana.Payne@unifor.org)>, Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>  
**Subject: Your Immediate Response**

Hi Tim,

Hope you are keeping well. I have had a chance to review our meeting and speak to a number of folks on this matter. I have been informed that 51 PWT members have applied for a position so at this stage we are waiting to see what they do and will deal with any issues that need to be dealt with at that time. From a legal Labour Relations standpoint that is our only option. Will keep you posted as soon as we hear any additional information.

In solidarity

John Aman

**From:** Brandi Tracksell <[brandit@corp.pwt.ca](mailto:brandit@corp.pwt.ca)>  
**Date:** July 19, 2023 at 12:57:56 PM EDT  
**To:** [jeffgray@local222.ca](mailto:jeffgray@local222.ca)  
**Cc:** Emily-Jo Burnham-Cooper <[emilybu@pwtransit.ca](mailto:emilybu@pwtransit.ca)>, James Vine <[james@corp.pwt.ca](mailto:james@corp.pwt.ca)>, Tim Thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>, Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>  
**Subject:** Company Grievance

Good afternoon Jeff,

The Company has not received a response with respect to the grievance filed below. As such, and in accordance with the Collective Agreement, the Company is referring this grievance to arbitration.

The Company suggests Paula Knopf to act as arbitrator.

I look forward to your response.

Brandi Tracksell

**BRANDI TRACKSELL**  
*Director, Employee and Labour Relations*

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**C** (587) 224-8225

**F**

**E** [brandit@corp.pwt.ca](mailto:brandit@corp.pwt.ca)

**W** [www.pwt.ca](http://www.pwt.ca)

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*safely*  
home

Here's the document and date

**From:** Brandi Tracksell <[brandit@corp.pwt.ca](mailto:brandit@corp.pwt.ca)>  
**Date:** August 8, 2023 at 1:24:56 PM EDT  
**To:** Tim Thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>, Sam Snyders <[Sam.Snyders@unifor.org](mailto:Sam.Snyders@unifor.org)>  
**Cc:** Emily-Jo Burnham-Cooper <[emilybu@pwtransit.ca](mailto:emilybu@pwtransit.ca)>  
**Subject:** Meeting on Thursday

**BRANDI TRACKSELL**  
*Director, Employee and Labour Relations*

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**W** [www.pwt.ca](http://www.pwt.ca)

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-----Original Message-----

From: tim thompson <[timt\\_1958@hotmail.com](mailto:timt_1958@hotmail.com)>  
Sent: Friday, August 04, 2023 8:49 PM  
To: Brandi Tracksell <[brandit@corp.pwt.ca](mailto:brandit@corp.pwt.ca)>  
Subject: Meeting on Thursday

[External Message - If you suspect the validity of this email, please do not click any links or open attachments. Use the Phish Alert button to report it. If you do not see the Phish Alert button, immediately forward it to [support@pwt.ca](mailto:support@pwt.ca)]

Brandi

As a follow up to our meeting on Thursday evening could you please send me the full document we talked about at the meeting that you said you'd send me. And could you as well send me a copy of the employee list you handed over to Sam so I can have a copy to as chairperson.

Tim Thompson  
Chairperson

THIS IS TO CERTIFY that the Regional Transit By-law #85-2004, passed by Regional Council on December 15, 2004, came into full force and effect on February 7, 2005. (This is a result of the conditions being met (TRIPLE MAJORITY) pursuant to the Municipal Act, 2001, Section 189, Transfer of Power to the upper-tier.

BY-LAW NUMBER 85-2004

OF

Pat M. Madill  
Regional Clerk

THE REGIONAL MUNICIPALITY OF DURHAM

A by-law to transfer all of the lower-tier power relating to public transportation systems, other than highways, to the Region from all of its lower-tier municipalities.

WHEREAS Section 189 of the *Municipal Act, 2001*, S.O. 2001, c. 25 (the "Act") provides that an upper-tier municipality may pass a by-law to provide for the transfer of all or part of a lower-tier power to the upper-tier municipality from one or more of its lower-tier municipalities which are specified in the by-law;

AND WHEREAS public transportation systems, other than highways, are defined in Section 188 of the Act as a lower-tier power that may be transferred to an upper-tier municipality;

AND WHEREAS the The Regional Municipality of Durham (the "Region") desires to assume all of the power relating to public transportations systems other than highways ("Public Transportation Systems") from all of its lower-tier municipalities;

NOW, THEREFORE, BE IT ENACTED AND IT IS HEREBY ENACTED as a by-law of The Regional Municipality of Durham through the Council thereof as follows:

1. All of the power of lower-tier municipalities with respect to Public Transportation Systems shall be transferred to the Region effective January 1, 2006 (the "Effective Date").
2. On the Effective Date, all rights and obligations and all assets and liabilities of the lower-tier municipalities pertaining to or used for Public Transportation Systems including all real and personal property and all interests and obligations in any agreement, shall be transferred to the Region subject to the following terms and conditions:

*Operations*

- (a) As of the Effective Date, the Region shall operate, maintain and regulate the use of a Public Transportation System for both conventional and specialized services.

- (b) The Region shall at a minimum begin its service based on the existing overall revenue hours of service in effect as of May 1, 2004, with the addition of the Rossland/Taunton "beltline" service jointly planned by the City of Oshawa and the Town of Whitby, the planned service realignments in Oshawa and Whitby for implementation in 2004/2005 and enhanced specialized transit service in Oshawa as a result of a vehicle acquired in 2004.
- (c) After the Effective Date, the Region may enter into agreements with any adjoining municipality or the Province for the provision of public transportation services.

*Asset Transfer*

- (d) All physical assets used for public transportation systems shall be transferred to the Region without compensation as of the Effective Date. Assets shall include, but not be limited to,
  - (i) vehicles and equipment;
  - (ii) lands and premises including garages, terminals and shelters; and
  - (iii) other transit amenities.
- (e) The transfer of all transit-related assets shall be subject to confirmation of inventories, appropriate asset valuations and environmental site assessments. Such inventories shall include all transit-related assets of the lower-tier municipalities and transit agencies as at the Effective Date.
- (f) Discretionary transit-related funds including reserves and reserve funds, existing on the Effective Date shall be transferred to the Region.
- (g) All transit-related development charge and other non-discretionary reserve funds shall be transferred to the Region.
- (h) Lower-tier municipalities shall continue to collect transit development charges where applicable until their by-laws expire or are repealed, including periods beyond the Effective Date. All such development charges shall be transferred to the Region. The transit-related provisions of the development charges by-laws shall not be changed after this by-law has received the necessary triple majority approval without the approval of the Region.

- (i) After the Effective Date, all Provincial and Federal transit-related funding received by the lower-tier municipalities shall be transferred to the Region, including but not limited to funds received from such programs as the Ontario Transit Vehicle Program (formerly the Transit Renewal Program), the new Provincial Gas Tax Funding program for public transit and potential federal programs such as a federal gas tax.

*Liabilities*

- (j) As of the Effective Date, the lower-tier municipalities shall be relieved of all liabilities in relation to any assets transferred to the Region.
- (k) The amount and future payments of any unfunded liabilities existing at the Effective Date shall be determined through negotiations between the Region and the lower-tier municipalities.

*Personnel*

- (l) All transit employees with permanent full time and part time positions, both exempt and union, that are exclusively employed in transit by the lower-tier municipalities, transit operators and Handi Transit Inc. as of the date that this by-law comes into force shall become employees of the Region as of the Effective Date.

*Transition Period*

- (m) During the period of time between the date that this by-law has received the necessary triple majority approval and the Effective Date (the "Transition Period"), any new or renewed transit-related contract, lease or contractual obligation that requires a significant financial commitment extending beyond the Effective Date shall require the approval of the Region.
- (n) Handi Transit Inc. shall be dissolved prior to the Effective Date in order to facilitate the transfer of transit-related assets to the Region.
- (o) During the Transition Period, the Region and the lower-tier municipalities shall negotiate and enter into agreements for the transfer of all assets, liabilities, and personnel on terms that are consistent with this by-law. Any matters not agreed to within three (3) months of the Effective Date may, at

the request of the Region or a lower-tier municipality, be determined by arbitration under the provisions of the Ontario *Arbitrations Act*.

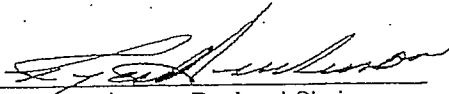
*Surplus Assets*

- (p) Any real property acquired by the Region from a lower-tier municipality pursuant to clause 2(d) of this by-law and deemed surplus for transit purposes shall be returned to the lower-tier municipality from which it was transferred at no cost.

BY-LAW read a first time this 15th day of December, 2004.

BY-LAW read a second time this 15th day of December, 2004.

BY-LAW read a third time and finally passed this 15th day of December, 2004.

  
\_\_\_\_\_  
Roger Anderson, Regional Chair

  
\_\_\_\_\_  
P.M. Madill, Regional Clerk



**From:** Stacey Stuart <[Stacey.Stuart@durham.ca](mailto:Stacey.Stuart@durham.ca)>  
**Date:** September 15, 2023 at 9:54:39 AM EDT  
**To:** Stacey Stuart <[Stacey.Stuart@durham.ca](mailto:Stacey.Stuart@durham.ca)>  
**Cc:** [emilybu@pwtransit.ca](mailto:emilybu@pwtransit.ca)  
**Subject:** PWT to DRT competition process information - ACTION REQUIRED

Hello,

Thank you for expressing interest in a position with Durham Region Transit (DRT).

I have attached a document that outlines the hiring process and provides additional information regarding the position. Be sure to read the entire document carefully.

**Please be advised that the current hiring process for DRT is for part-time positions only.** Future full time opportunities will be posted and run as per the Unifor 222 collective agreement.

Regular part time positions have no guarantee of a minimum number of hours per week, do not have benefits (although you receive a percentage in lieu of benefits each pay) and do not receive paid vacation (you receive a percentage in lieu of paid time off) or sick time. More information about the position can be discussed at the interview.

After reading the attached document, if you are still interested in pursuing the position please send your response to [stacey.stuart@durham.ca](mailto:stacey.stuart@durham.ca) by 1pm on Wednesday September 20, 2023 and provide your top 4 interview/assessment time preferences from the list provided below. I will reply with confirmation of your interview/assessment time. Keep in mind that the process will include an interview (approximately 30-45 minutes) and vitals/vision/in-car assessments (approximately 2 – 2.5hrs). Plan to be on-site for 3 – 3.5 hours.

Thursday September 21, 2023: 7am or 9:00am or 11:45am

Friday September 22, 2023: 7am or 9:00am

Monday September 25, 2023: 7am or 9:00am or 11:45am

Tuesday September 26, 2023: 7am or 9:00am or 11:45am

Wednesday September 27, 2023: 7am or 9:00am or 11:45am

Monday October 2, 2023: 7am or 9:00am or 11:45am

Tuesday October 3, 2023: 7am or 9:00am or 11:45am

Wednesday October 4, 2023: 7am or 9:00am or 11:45am

Thursday October 5, 2023: 7am or 9:00am or 11:45am

Friday October 6, 2023: 7am or 9:00am or 11:45am

Thursday October 12, 2023: 7am or 9:00am or 11:45am

Friday October 13, 2023: 7am or 9:00am or 11:45am

Monday October 16, 2023: 7am or 9:00am or 11:45am

Wednesday October 18, 2023: 7am or 9:00am or 11:45am

Thursday October 19, 2023: 7am or 9:00am

Friday October 20, 2023: 7am or 9:00am

Monday October 23, 2023: 7am or 9:00am or 11:45am

Interviews/assessments will take place at 715 Farewell Street, Oshawa. Parking is located at the back of the east side of the building off Raleigh Avenue – please see attached document for parking information. You must call 905-579-2471 extension 5656 after parking and a trainer will come meet you in the lot and escort you to the appropriate building.

Interviews/assessments will be scheduled on a first come, first served basis. If none of the listed dates/times work for you, please let me know alternate dates/times that you're available and we will schedule something separately.

If you are interested in proceeding, please forward your response by the deadline above so I can finalize the schedule accordingly. Alternatively, please let me know if you are no longer interested in this position.

I look forward to hearing from you.

Thank you,

Stacey

Please complete this [quick survey](#) to tell us about the service you received today from Human Resources, Corporate Services. Thank you.

**Stacey Stuart** | Recruiter, Talent Acquisition  
Corporate Services, Human Resources Division  
The Regional Municipality of Durham  
[stacey.stuart@durham.ca](mailto:stacey.stuart@durham.ca) | 905-668-4113 extension 2046 | [durham.ca](http://durham.ca)  
My pronouns are she/her.

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If you require this information in an accessible format, please contact the Accessibility Coordinator at [accessibility@durham.ca](mailto:accessibility@durham.ca).



**The Region Municipality of Durham  
Durham Region Transit  
Recruitment Process Guide and Information for  
Conventional Operators and Service Persons from PWT  
2023**

## Introduction

The Regional Municipality of Durham and Durham Region Transit (DRT) are great organizations with exceptional employees. To make sure we hire the best candidates, our hiring process is thorough, fair and impartial.

DRT excels in delivering transit services through the collaboration of highly trained bus operators, supervisors, mechanics, dispatchers and other key staff, who are dedicated to getting you to your destinations on time and safely, no matter the road conditions. We strive to keep growing smart, modernize our services and be in sync with our growing community to serve evolving transportation needs.

## Facts and figures

DRT is one of Ontario's largest regional transit systems, serving eight unique area municipalities: Ajax, Brock, Clarington, Oshawa, Pickering, Scugog, Uxbridge and Whitby. We have over 220 vehicles, running more than 520,000 annual service hours at 2,800 stops. Each year, DRT safely moves over 10 million people across the Region.

## Ready to join?

Are you interested in joining our ever growing and dynamic group in providing excellent transportation service to the Region of Durham?

We employ a talented, diverse and passionate workforce who provide high-quality services and programs. We are always looking for people to join our team who share the same values and demonstrate the following competencies.

**\*Please note that at this time we are only hiring for regular part-time positions.\***

Any future postings or competitions for full-time positions will be run in accordance with the collective agreement.

**Positions in Operations and Service are part-time in nature, please be aware that we are unable to guarantee the weekly number of hours of work for part time positions.**

**Note that regular part time positions are not eligible for paid vacation or sick days and do not receive benefits (however you will be paid a percentage in lieu of benefits on each pay).** Part time employees have the option to participate in our OMERS pension plan.

## **Durham Region Core Competencies**

- Customer focus and service excellence: Providing the highest quality programs and/or services that consistently meet the needs of internal/external customers and clients.
- Professionalism: Conducting oneself in an ethical and responsible manner while demonstrating respect for self, others and the organization at large.
- Effective interpersonal communication: Building positive working relationships with others.
- Embracing innovation and learning: Demonstrating a willingness to learn and consistently seeking better ways of doing things.

## **Durham Region Management/Leadership Competencies**

- Leadership and change Management.
- Strategic thinking.
- Coaching, mentoring and developing others.

## **What does it mean to you to join Durham Region Transit?**

To become an employee of DRT whether in Operations or in our Maintenance Divisions there are some factors you may wish to consider; take a moment to review the following information carefully to ensure you possess the necessary qualifications and become aware of all working conditions prior to applying for a position.

## **Working conditions in our Operations and Maintenance Divisions**

Being a Conventional Operator or Service Person will be both rewarding and challenging. While the seniority-based environment dictates an employee's hours of work (shifts), vacation time and days off, DRT employees enjoy flexible schedules with steady hours and a top-rate compensation package.

As outlined in the LOU, should you be successful to joining DRT, your seniority date will be June 30, 2023 although your effective date will be between January to June 2024.

The following is a description of what a Conventional Operator or Service Person may expect. Based on seniority, as a newer employee you will likely be required to work:

- any day of the year, including weekends, evenings and holidays; DRT operates seven days a week, 24 hours a day, 365 days a year.
- a variety of split shifts (eight hours' work within a 12-hour period) including shifts that are both day/night shifts and days off that may not be consecutive or consistent.
- during challenging times including inclement weather like snow and freezing rain, construction, traffic, difficult passengers on the bus, and following a set

schedule (for Operations); our Service Persons are required to work outside being exposed to inclement weather conditions.

## **Five Steps of the Recruitment Process**

### **Step 1** Submitting your application

You have already completed this step of the process when you applied to the Expression of Interest posting.

### **Step 2** Interview

Your interview will be coordinated on the same day as your Core and Vitals Assessment to expedite the process.

This step consists of a Behavioral Event interview (BEI), and is approximately 30 minutes long. BEI is a recruitment technique that focuses on candidate's past behaviors to predict future behaviors. In your responses, you will be required to provide the interview panel with specific examples of situations that you have encountered in your past, and detail what actions or steps you took to address that situation.

Be sure to visit the "[How to Prepare for an Interview](#)" section on [www.durham.ca](http://www.durham.ca) or watch the [Strategies for Success eLearning Module](#) prior to your interview

The interview panel consists of a Human Resources Representative and a member of the Operations or Maintenance departments.

### **Step 3** Vitals assessment, vision and in-car assessment

Two (2) to two and a half (2.5) hours are required to complete these three components. Candidates must successfully complete **each** component in the order below to progress to the next:

#### **Vitals assessment**

This computer-based testing takes approximately 45-60 minutes and provides an unbiased and objective measure of the cognitive skills required for driving through using the Impirica software program.

#### **Vision pre-screening**

Conducted by a Durham Region Transit Safety and Training Manager, the five- to ten-minute assessment is administered using Ministry of Transportation (MTO) approved vision testing equipment and will ensure the candidate meets the basic vision requirements for a CZ driver license.

#### **In-car assessment**

This is a practical driving exercise is based on a mapped-out route under the

direction and observation of a Safety and Training Manager in a Durham Region Transit vehicle (car). The assessment will take approximately 30-45 minutes and follows the principles of an established MTO driving assessment which evaluates candidate's basic driving skills and abilities.

Candidates who are successful in Steps 2 and 3 will move forward in the competition process.

**Step 4** The offer of employment, should you receive it, is **conditional** on:

- Successful completion of training

**Step 5** Welcome! Training date confirmation and start of training.

You are on board! Successful candidates will be scheduled to participate in a two-week training program to be scheduled at a later date.

The training program will consist of both in-class and on-the-road sessions as well as in job training for our Service Persons.

Please note this recruiting document is provided as a guiding map for positions in Operations and Maintenance areas. Positions in other areas may require additional testing and work simulations as they relate to that specific position.

We thank you for your interest in Durham Region Transit employment opportunities and wish you success with all your present and future career endeavors.

09:00



Hello Alexis,

This email is in reply to your recent participation in the competition process for a part-time Operator position within Durham Region Transit.

I would like to thank you very much for taking the time to participate in the recruitment process.

Unfortunately, you were unsuccessful overall in the process and didn't meet the minimum required to proceed with an offer. You are welcome to reapply after a period of 6-months from today has passed, should you still be interested in Durham Region Transit. If you choose to reapply, you will be required to complete the entire competition process again as we do not carry scores forward from previous competitions. Unfortunately I am not able to provide specific scores from your interview or assessment portions, but you are more than welcome to contact me via email should you wish to schedule a debrief session.

I thank you for your time and interest in the Region of Durham, Durham Region Transit and wish you success in your future endeavours.

Kind regards,  
Stacey

Please complete this [quick survey](#) to tell us about the service you received today from Human