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April 18, 2017

To: Unifor Locals with Transervice Members

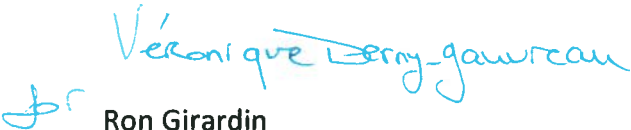
From: Ron Girardin, National Representative

Re: Service advisor position: Policy Grievance 27-15-612 and Grievance 26-2016-5001

Sisters and Brothers:

Please find attached the Arbitration settlement in the matter of the Policy Grievance 27-15-612 and Grievance 26-2016-5001.

In solidarity,



Ron Girardin
National Representative

cc. Scott Doherty, Executive Assistant to the President
National Representatives Servicing Transervice Locals
Tyson Siddall, National Representative

RG/vdg – cope 343

MINUTES OF SETTLEMENT

BETWEEN:

UNIFOR

(the "Union")

-and-

TRANSERVICE LEASE CO.

(the "Company")

WHEREAS the Union and the Company are parties to a collective agreement dated December 1, 2012 (the "**Collective Agreement**");

AND WHEREAS, the Company introduced a new position of Service Advisor as a non-union position;

AND WHEREAS, the Union filed two grievances alleging a violation of the Collective Agreement (27-15-612 and 26-2016-5001) (the "**Grievances**");

AND WHEREAS, the Grievances were referred to arbitration before Arbitrator Luborsky;

AND WHEREAS, the parties wish to fully and finally resolve the Grievances;

NOW THEREFORE, it is agreed as follows:

1. The Grievances are hereby settled in accordance with the terms of these Minutes of Settlement. The Union further agrees that no policy or individual grievance pursuant to the Collective Agreement shall be commenced based on the facts giving rise to the Grievances.
2. A new Classification for the position of Service Advisor shall be created, which falls within the scope of the bargaining unit and is subject to the Collective Agreement.
3. The scope of working duties of the Service Advisor shall be restricted to duties which are of an administrative or clerical nature and the Service Advisor shall not perform any



automotive service (including using diagnostic equipment) or mechanical duties that are regularly performed by an Auto Equipment Mechanic or Auto Equipment Mechanic Apprentice (collectively, "Mechanics").

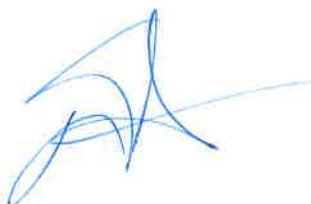
4. The parties acknowledge that nothing herein restricts the Company's creation of any additional non-union positions, should the business need arise, and, notwithstanding the language of Section 1.02 of the Collective Agreement, the Collective Agreement shall only apply to such newly created positions if the parties mutually agree that any newly created position has clearly a number of significant points in common with the Mechanics.
5. The Wage Schedule for the new Classification of Service Advisor is attached at Appendix "A" hereto. The time intervals for each step increase shall be six (6) months from the date of hire or the date upon which the employee becomes classified as a Service Advisor, as applicable.
6. For the purposes of applying the Collective Agreement, a Mechanic employee who meets the necessary qualifications as reasonably determined by the Company, is eligible to displace/bump into a Service Advisor position, whereas a Service Advisor employee is ineligible to displace/bump into a Mechanic position. However, in each case, the Company shall retain complete discretion on whether or not to fill a Service Advisor position that is vacant.
7. In the event that a Service Advisor is absent from work temporarily for any reason, the Company may, in its discretion, assign one or more Mechanics to temporarily perform the Service Advisor's job duties. Mechanics performing the duties of a Service Advisor shall not be considered to have undergone a "Temporary Transfer" within the meaning of the Collective Agreement.
8. In the event that a Mechanic employee is reclassified as a Service Advisor for any reason, his/her then rate of pay shall be "red circled" and maintained for six (6) months, following which his/her rate shall be converted to the nearest Service Advisor rate that corresponds to his/her then-current rate, rounded up.
9. Unless otherwise mutually agreed to by the parties, the Company will hire a maximum of one (1) Service Advisor for each of its garages that has five (5) or more Mechanics



regularly performing duties. The Union expressly acknowledges that a Service Advisor may, at the Company's discretion, be required to provide services to multiple Company garages and may be required to travel between the Company's garages.

10. The Service Advisor incumbent Todd Van Huss shall advance to the next step in the Wage Schedule from his present wage.
11. The terms of the Minutes of Settlement shall become effective on the date of signing.
12. The Company and the Union agree that these Minutes of Settlement are entered into on a without prejudice or precedent basis in respect of any present or future grievances, complaints or disputes and cannot be raised or relied on by any party in any existing or future grievance, arbitration, complaint or dispute other than a grievance alleging a breach of the terms herein. Furthermore, the parties explicitly acknowledge that these Minutes of Settlement have no application to any grievances, complaints or disputes pursuant to the collective agreement between the parties covering employees in the Province of Québec, and that these Minutes of Settlement shall not be referred to or relied upon by any party in relation to any grievances, complaints or disputes arising out of said collective agreement.
13. These Minutes of Settlement comprise the entire agreement among the parties in relation to the matters addressed herein and supersedes and replaces any and all other representations, understandings, negotiations and previous agreements, written or oral, expressed or implied.
14. These Minutes of Settlement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

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15. Arbitrator Luborsky shall remain seized with respect to any disputes arising out of the application, administration or interpretation of these Minutes of Settlement.


Signed at Toronto this 3RD day of APRIL 2017.



For the Company

4-3-17
Date





For the Union

2017/04/03
Date



STEVE WANLOSU

Appendix - A

Service Advisor - Wage Schedule

Step	Weekly Rates	Hourly Rates
Entry Wage - 1	\$720.00	\$18.00
2	\$760.00	\$19.00
3	\$800.00	\$20.00
4	\$840.00	\$21.00
5	\$880.00	\$22.00
6	\$920.00	\$23.00
7	\$960.00	\$24.00
8	\$1,000.00	\$25.00
9	\$1,040.00	\$26.00
10	\$1,080.00	\$27.00
11	\$1,120.00	\$28.00
12	\$1,160.00	\$29.00

