

No. L021149
Vancouver Registry

In The Supreme Court Of British Columbia

Between:

Peter Gregg

Plaintiff

And:

Freightliner Ltd., doing business as Western Star
Trucks, Trust Company A, The Canada Trust
Company and CIBC Mellon Trust Company

Defendants

Brought Pursuant to the *Class Proceedings Act*

AFFIDAVIT OF PETER GREGG

I, Peter Gregg, of 315 Peck Road, in the City of Kelowna, Province of British Columbia,
MAKE OATH AND SAY AS FOLLOWS:

1. I am the Plaintiff in these proceedings and as such have personal knowledge of the facts and matters hereinafter deposed to, except where stated to be on information and belief, and where so stated I verily believe the same to be true.
2. I am an employee with the Defendant Freightliner. Ltd. ("Freightliner").
3. I was initially employed by White Motor Co. ("White Motor") commencing on or about June 23, 1973. As an employee I was interested to learn the history of the company,

including that White Motor, commencing in about 1967, began carrying on business in the province of British Columbia as the "Western Star Division", a business unit that manufactured trucks at its Kelowna truck plant.

4. In about 1981, during my employment, White Motor sold its assets to Western Star Trucks Inc. ("WSTI"), which continued to manufacture trucks at its Kelowna truck plant.
5. WSTI was amalgamated with Freightliner on or about June 30, 2001. Attached hereto and marked Exhibit "A" to this my Affidavit is a copy of a corporate search for Freightliner showing the amalgamation.
6. With the exception of a lay-off for just under a year, from December 31, 1982 to December 21, 1983, I have been continuously employed by White Motor, WSTI, and after the amalgamation by Freightliner.
7. My current position with Freightliner is Project Manager, Major Projects.
8. Throughout my career I have directed warehouse personnel, manufacturing personnel, military project personnel and project personnel
9. My office is located in the main office area to accommodate my responsibilities, which include liaising with all departments and employees. As a result, I am well aware of developments and employment issues affecting employees within the Kelowna plant.
10. My employment with Freightliner and WSTI has at all times been subject to an oral contract of indeterminate term. My employment is also subject to a term that in the event of my termination, for reasons other than cause, I will be provided with reasonable notice of such termination, or pay in lieu of notice.
11. My current remuneration from Freightliner consists of the following:
 - a. an annual base salary;
 - b. an annual performance bonus depending on my performance and the performance of the truck plant;

- c. health and welfare benefits, including Medical Services plan coverage, extended health and dental coverage, life insurance coverage, and short and long term disability coverage;
- d. participation in a defined benefits pension plan to which the employer makes contributions on my behalf (the "Pension Plan");
- e. post-retirement benefits;
- f. vacation pay;
- g. participation in the DaimlerChrysler New Vehicle Purchase/Lease Plan;
- h. A pension enhancements program similar to, and in addition to, an RRSP, in which employees may tax shelter 11-13% of their annual salary (the "FlexPlan Benefits").

12. I became a member of the Pension Plan soon after I commenced my employment with White Motor in 1973.

13. Before the formal amalgamation between Freightliner and Western Star, a series of meetings took place attended by all employees, where Freightliner representatives stated their firm intention of continuing and even expanding and updating, the Kelowna plant operations, including us within the DaimlerChrysler "family" and allowing us attractive benefits such as enrolment in the DaimlerChrysler vehicle purchase plan, among other attractive advantages.

14. I received a letter dated February 12, 2001 from Western Star Trucks providing that commencing on February 19, 2001 Western Star Trucks would cease paying me for overtime work (the "February 12, 2001 Letter"). Attached hereto and marked Exhibit "B" to this my affidavit is a copy of this letter. This is a form letter that Western Star Trucks sent to its non-bargaining unit employees. I have spoken to approximately 100 of the employees who confirm that they have received this form of letter.

15. Western Star Trucks, and subsequently Freightliner, stopped paying its employees for overtime work as of February 19, 2001 as stated in the February 12, 2001 Letter.
16. Although the February 12, 2001 Letter provides that exempt employees are eligible for the Freightliner Exempt Bonus Program beginning immediately based on 2001 performance I have not received any bonus to date, nor has Freightliner offered to pay any bonus to me. I have spoken to approximately 150 employees about this issue, and know of no other employees who have received any bonuses at the Kelowna truck plant.
17. I also received from Freightliner a memorandum dated September 27, 2001 addressed to Freightliner's non-bargaining unit employees advising that effective January 6, 2002 individual salaries and wages will be reduced by 5%. Attached hereto and marked Exhibit "C" to this my Affidavit is a copy of the memorandum dated September 27, 2001.
18. Commencing on January 6, 2001, Freightliner reduced all the salaries of non-bargaining unit employee by 5%.
19. In early October 2001 Freightliner announced that it would be shutting down the Kelowna truck plant, and all operations associated with the manufacture of trucks in British Columbia.
20. On or about December 3, 2001 I received a letter from Freightliner concerning the termination of my employment effective September 30, 2002, unless I am "advised otherwise". Attached hereto and marked Exhibit "D" to this my Affidavit is a copy of the letter dated December 3, 2001.
21. I have spoken to approximately 200 employees and have been advised that they all received similar termination letters dated December 3, 2001.
22. Due to the uncertainty caused by the letters dated December 3, 2001 concerning the future of our employment, many of us have been unable to make plans for future employment without a clear understanding of when our employment will end.

23. All employees were advised that job offers might be made to various people for a transfer to the Freightliner plant in Portland Oregon. There will be between 60 and 70 persons transferred to Portland, Oregon in this way. It is still uncertain who these people will be.
24. A substantial number of non-union employees who would have received a termination letter dated December 3, 2001 similar to the one I received, have been terminated prior to September 30, 2002. These people include the following:
 - i. December 14, 2001: Jeff Bartel.
 - ii. December 21, 2001: Andrea Peterson, Darlene Heickel, Bruce Goett, Cheryl Stewart, Dawn McLaughlan, Holly Haverkamp, Helen Pinkney, Bob Harris, Chantal Ashwood, Linda Garand, Terry Magas, Marie Buray, Pam Van Hees, Cea Mavritsakis, Adam Schulhauser, Leslie Zambano, Chris Tilley.
 - iii. January 4, 2002: Bob Appleyard.
 - iv. March 28, 2002: Bob Juzwishyn and Terry Mitchner.
 - v. April 12, 2002: Valda Fisher.
 - vi. April 26, 2002: Ellen Wilson and Peter Cimbaro.
 - vii. May 24, 2002: Karen Polson.
 - viii. May 31, 2002: Bob Clark.
 - ix. June 28, 2002: Dan Klein, Vada Martelli, Jack Maffin, Kerstin Gattwinkel, Howard Cunning, Darren Turner.
25. I am informed and verily believe that most, if not all of the said persons listed with 2002 termination dates have been asked to sign a release of all claims in order to receive severance payments.
26. Since the commencement of the class action, Freightliner has altered its release to specifically require terminated employees from participating in the class action including

the pension claims, as a condition of receiving a severance payment. Attached hereto and marked Exhibits "E", "F" and "G" respectively are copies of the form of Release requested from employees by Freightliner prior to the commencement of this class action, and two forms of release requested after the commencement of the class action.

27. I know of two particular individuals who have been told that they will not receive severance payment unless a release is signed. Karen Polson and Howard Cunning refused to sign off and as a result they have received no severance payment. Valda Fischer and Kerstin Gattwinkel were put in a position where they had to sign due to financial pressures, but they excluded the pension claim from the release.
28. I recently received a letter dated June 25, 2002 advising me that my employment will cease on September 30, 2002. Attached hereto and marked Exhibit "H" is a copy of the June 25, 2002 letter.
29. I am a member of both the proposed classes.
30. I am not aware of any conflict between myself and other members of the proposed classes.
31. There were, as at May 2, 2002, 217 non-bargaining unit employees employed at the Kelowna plant. In September 2000 there were 439 such employees.
32. As of May 2, 2002 there were also approximately 440 members and beneficiaries under the Pension Plan.
33. My solicitors have prepared a plan for the conduct of the litigation. The plan is attached hereto and marked Exhibit "I".
34. My solicitors have prepared a proposed notice for the members of class A and Class B. This notice is attached hereto and marked as Exhibit "J".
35. Based on the advice of my counsel concerning the matters at issue on an application for certification of a class proceeding, I know of no fact relevant to the application that is not disclosed in this affidavit or in the affidavit of Dagmar Dlab.

