

CC Hanna Mrs Ed: G. CARSDALE, 1981 and F. McLellan

IN THE MATTER OF THE HUMAN RIGHTS CODE
OF BRITISH COLUMBIA

AND

IN THE MATTER OF COMPLAINTS BY BARBARA
CALDWELL AND FRANCIE McLELLAN (COMPLAINANTS)
AGAINST ALCAN CANADA PRODUCTS LIMITED
(RESPONDENT)

WHEREAS Barbara Caldwell and Francie McLellan filed complaints under the Human Rights Code alleging that Alcan Canada Products Ltd. ("Alcan") had contravened Section 6 of the Human Rights Code and in the case of Francie McLellan, Section 8 of the Code in respect of the rate of pay at which a male employee was employed by Alcan;

AND WHEREAS Alcan denied the allegations contained in the complaints;

AND WHEREAS the allegations were referred by the Minister of Labour to this Board of Inquiry;

AND WHEREAS the Director appointed pursuant to the Human Rights Code is a party to these proceedings pursuant to Section 16(3) of the Human Rights Code;

AND WHEREAS Francie McLellan and Barbara Caldwell continue to maintain that they have been discriminated against contrary to the provisions of the Human Rights Code;

AND WHEREAS Alcan continues to maintain that it has not discriminated against them as alleged;

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AND WHEREAS Barbara Caldwell continues to be employed by Alcan and it is the intention of both herself and Alcan that her employment will continue;

AND WHEREAS Alcan desires to continuously improve effective communications between itself and its employees;

AND WHEREAS the parties wish to encourage and promote a harmonious working relationship in the Wire and Cable Division Offices of Alcan in Vancouver;

AND WHEREAS the parties consider that they can amicably settle the complaints without further resort to a Hearing before this Board of Inquiry;

THE PARTIES HERETO AGREE and this Board of Inquiry ORDERS THAT:

1. Alcan will pay to Francie McLellan the sum of \$200.00 in full settlement of any and all claims made or which might be made by her against Alcan pursuant to the Human Rights Code arising out of events that led to her complaint;
2. Alcan will provide to Francie McLellan a reasonable number of copies of the letter appended hereto as a Schedule typed on the letterhead of Alcan and signed by Noel J. Dowie on behalf of Alcan;
3. Alcan undertakes that neither it nor any of its employees, officers, or agents will in any written or verbal communication to any person, firm or corporation enquiring about Francie McLellan

knowingly make any statement which contradicts or is not consistent with the contents of the said letter;

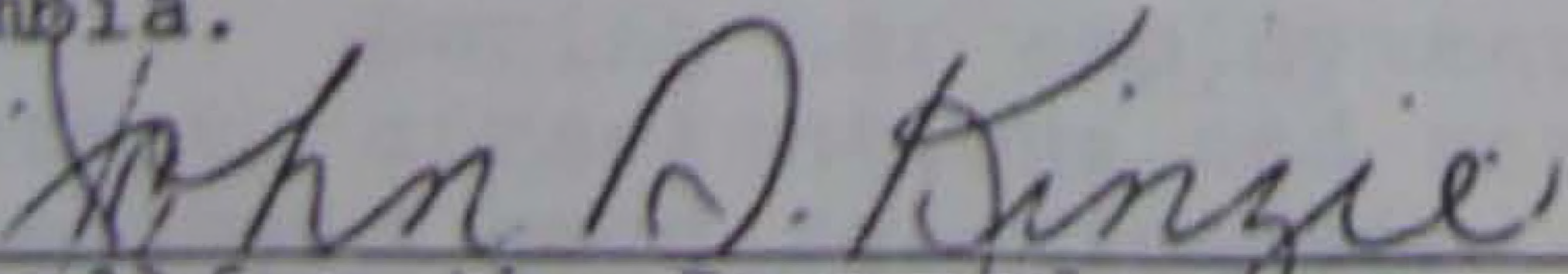
4. Alcan will pay to Barbara Caldwell the sum of \$2,700.00 in full settlement of any and all claims made or which might be made by her against Alcan pursuant to the Human Rights Code arising out of the events that led to her complaint;

5. This Agreement made among the parties hereto as set forth in this Order of this Board of Inquiry is made without prejudice to any of the parties hereto and this Board of Inquiry has made no finding or determination of the allegations and denials of those allegations referred to herein in making this Order, and the execution thereof shall not be construed as an admission of the truth of the allegations or the denials thereof hereinbefore referred to.

CONSENTED TO BY:



Counsel for the Complainants
Barbara Caldwell and Francie
McLellan, and the Director,
Human Rights Code of British
Columbia.



Counsel for the Respondent,
Alcan Canada Products Limited.

DATED this 17 day of January, 1981.

SCHEDULE

(TO BE TYPED ON LETTERHEAD OF ALCAN CANADA PRODUCTS LIMITED)

January ____, 1981

TO WHOM IT MAY CONCERN:

Ms. Francie M. McLellan was employed by Alcan Canada Products Ltd., Wire & Cable Division, from October, 1975 to January, 1978.

The Wire & Cable Division is engaged in the sale of aluminum and copper products to distributors, consulting engineers, and industrial customers. Ms. McLellan's duties as a Sales Administrator included:

1. Receiving and entering orders from customers;
2. Receiving and answering written and verbal requests for quotations, including details on product availability, prices, terms and dates and means of delivery;
3. Processing of customer orders with Alcan's warehouses and plants in Ontario and Quebec;
4. Taking steps to ensure prompt and efficient delivery and customer service;
5. Dealing with customer complaints;
6. Some general office duties.

Ms. McLellan's duties required her to have knowledge of the numerous products of the Construction and Industrial department of the Wire & Cable Division, including certain properties and characteristics of those products in order to answer some technical enquiries. Most of her contacts with customers were over the telephone but also involved correspondence and some personal contact as well. Ms. McLellan's responsibilities also required her to be skilled in the operation of a telex and Vu-Comm computer terminal linked to other terminals in Ontario and Quebec, as well as a typewriter and other normal office equipment.

During her employment with Alcan, we found her to be a competent, conscientious and responsible employee. Ms. McLellan also enjoyed good relationships with her co-workers. She resigned her position with Alcan in order to pursue a career in sales work involving additional personal contact with customers.

We are happy to recommend her to a future employer.

Yours very truly,

Noel J. Dowie,
Sales Manager, Pacific Region,
Alcan Canada Products Limited,
Wire & Cable Division.