

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ALCAN FOIL PRODUCTS,  
DIVISION OF ALCAN INC.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**January 1<sup>st</sup>, 2003 - December 31<sup>st</sup>, 2005**

**DON MCGILL**

## **Secretary-Treasurer**

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THIS AGREEMENT entered into this 1<sup>st</sup> day of January, 2003.

**BETWEEN:**            **ALCAN FOIL PRODUCTS,  
DIVISION OF ALCAN INC.,**  
of 7307 Meadow Avenue,  
of the City of Burnaby,  
in the Province of British Columbia;

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

**AND:**                 **TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International  
Brotherhood of Teamsters,  
of the City of Vancouver, in the  
Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

**1. BARGAINING AGENCY AND DEFINITION**

- (a) The Company recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- (b) The term employee as used in this Agreement shall mean any person occupying a classification which is covered by the Certificate of Bargaining Authority or this Agreement.
- (c) No employee will be laid off as a direct result of the performance of bargaining unit work by supervisors or others excluded from the bargaining unit.

**2. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from and including January 1<sup>st</sup>, 2003, to and including December 31<sup>st</sup>, 2005, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

None of the provisions of this Agreement shall be effective or retroactive prior to the later of the first day of January, 2003 and the date of execution of the Memorandum of Settlement of all matters in dispute between the parties which have been ratified by both parties.

The operation of Section 50 (2) of the British Columbia Labour Relations Code is hereby excluded.

### **3. MANAGEMENT RIGHTS**

- (a) The Union understands and agrees to recognize that the Company has a right to manage and operate its plants. This right includes but is not limited to: the hiring and directing of the working forces, the right to retire, promote, demote, transfer, discipline, lay-off, suspend, and dismiss employees for proper cause; the determination of job content, the evaluation of jobs, the assignment of work and the determination of the qualifications of an employee to perform work; the methods and processes and means of manufacturing; the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline and for the protection of the employees and the Company's plants, equipment, products, and operations.
- (b) The Company agrees that the exercise of its rights in this Article does not relieve the Company of its obligations arising out of any other provision of this Agreement, or limit the rights of the employees arising out of any other provision of this Agreement.

### **4. DEDUCTION OF DUES AND ASSESSMENTS**

- (a) The Union shall each month mail to the Company a checkoff form, in duplicate, setting out the name of each employee in the bargaining unit and the amounts of dues or assessments they owe. The Company shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues and assessments which may be levied by the Union in accordance with its Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Company shall deduct and pay over to the Secretary-Treasurer of the Union any monthly dues and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any

month shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of each following month, and one (1) copy of the checkoff list as above mentioned.

## **5. LEAVE OF ABSENCE**

- (a) Subject to Company production requirements, the Company may allow reasonable time off work, without pay, to an employee who is serving as a Union delegate to a Union conference or function. No more than one employee may be given leave under this Clause at one time. The Union agrees to request such leaves in writing as far as possible in advance and in no case less than two (2) weeks prior to the commencement of the leave. Such leave will not be unreasonably withheld.
- (b) During authorized leave of absence, an employee shall maintain and accumulate seniority for all purposes of this collective agreement.
- (c) The Company may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances; such request to be in writing and approved by the Company. Approval will not be unreasonably withheld.

The Company will grant family responsibility leave to the maximum as determined by the Employment Standards Act of British Columbia as it existed on December 12<sup>th</sup>, 2002.

- (d) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Company. This report shall be made prior to the employee's starting time, if possible. Such leave through accident or illness shall be considered an authorized absence provided that it is established to the satisfaction of the Company.
- (e) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for up to three (3) consecutive working days. Immediate family means: husband, wife, mother, father, children, sister, brother, grandparents, grandchildren, mother-in-law and father-in-law.
- (f) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a Crown witness shall be paid for at the rate of pay applicable to said employee. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Company by endorsement of Jury Duty cheque and/or witness fees to the Company.
- (g) Employees shall be granted pregnancy and parental leave in accordance with the provisions of the British Columbia Employment Standards Act as it existed on December 12<sup>th</sup>, 2002.

## **6. SHOP STEWARDS**

- (a) There shall be up to two (2) Shop Stewards appointed, if the Union wishes.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Union will advise the Company of the identity of all Shop Stewards.
- (d) It is agreed that a Shop Steward shall continue to perform his regular work in order to maintain the efficiency of the Company operations. However, in accordance with this understanding, should he be required to assist an employee in his jurisdiction in presenting a grievance, or have a grievance of his own to present during working hours, he will first obtain permission of his Supervisor and upon obtaining such permission will be allowed to be absent from his work station for a reasonable period of time. Such time spent during regular working hours will be without loss of pay. Upon returning to his regular duties the Shop Steward shall report to his Supervisor before commencing the same.

## **7. UNION NOTICES**

The Company agrees to provide the Union with bulletin board space in the plant for the purpose of posting Union notices and official papers. It is agreed that notices must be authorized by the Company before posting on the bulletin board.

## **8. CONFLICTING AGREEMENT**

The Company agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

## **9. TRANSFER OF TITLE OR INTEREST**

This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event the entire business or any part thereof is sold, leased, transferred, or otherwise disposed of such business shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

## **10. PICKET LINES AND CESSATION OF WORK**

- (a) The Company will not require any employee to cross a legal picket line at the Company's premises.
- (b) There shall be no lockout of employees by the Company during the term of this Agreement and neither the Union nor any officer or representative of the Union nor

any employee shall in any way aid or participate in, or authorize, instigate, encourage, or condone any strike, walk-out, suspension of work, slow-down, or work stoppage of any kind.

## **11. GRIEVANCE PROCEDURE**

- (a) Any difference between the Company, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Company may present a grievance. Any grievance which is not presented within fourteen (14) days following the event giving rise to such grievance shall be forfeited and waived.

- (b) The Steps of the Grievance Procedure shall be as follows:

### **STEP I**

The employee, with or without the Shop Steward, shall take up his grievance with the Supervisor. The Company shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

### **STEP II**

Should a solution not be reached by Step I within five (5) days from the date of presenting the grievance, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with the Plant Manager.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage may cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if the authorized Representative of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

### **STEP III**

The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall, within fourteen (14) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Labour Relations Board to appoint a nominee on behalf of such party.



**STEP IV**

The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Labour Relations Board.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (d) Any discharged or suspended employee shall, within one week of his discharge or suspension, be given by the Company a summary of the reasons for his discharge or suspension.

**12. JOB POSTING**

- (a) In the event that a classified job becomes vacant or a job classification is created or a new job is created within an existing classification, the Company shall post a notice on the Bulletin Board notifying that a vacancy exists, giving the details of the job and the rate of pay. Employees desiring such job shall then apply, in writing, within ten (10) working days of such posting, excluding weekends. The Company reserves the right to assign employees to jobs on a temporary basis of up to thirty (30) working days.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

- (b) An employee may not apply for any job posting until six (6) months have passed since the employee assumed his present classification.
- (c) In matters relating to promotion, demotion, transfer, layoff, and recall from layoff, where skill, knowledge, ability, and physical fitness are relatively equal, seniority shall govern.

**13. TECHNOLOGICAL CHANGE**

- (a) The Company shall not introduce or implement any technological change until and unless:
- (i) Where possible the Company has given three (3) months notice in writing to

the Union of its intention to introduce a technological change.

- (ii) Where practicable, the Company has given first opportunity to the employees then on the payroll through the Job Posting Procedure to receive training required by such technological change.
- (b) Technological change shall be defined in the same manner as is defined in Section 54 of the Labour Relations Code.

#### **14. SEVERANCE PAY**

- (a) Employees with six (6) months or more, but less than three (3) years of service, whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or loss of business shall receive termination pay of two (2) weeks pay. Employees with three (3) years or more service shall receive termination pay of two (2) weeks for each year of service with the Company up to a maximum of thirty (30) weeks pay, at the rate of pay the employee was receiving on the date of termination.
- (b) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months.
- (c) Should an employee request severance pay prior to the end of six (6) months, he shall forfeit all seniority rights and be deleted from the seniority list upon the payment of the money.

#### **15. PAY DAY AND PAY STATEMENTS**

- (a) All employees covered by this Agreement shall be paid not less frequently than on a weekly basis. Pay day will be every Thursday for all employees.
- (b) The Company shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.
- (c) Whenever Canada Savings Bonds are issued for sale, the Company shall make same available to its employees who desire same and make such deductions as are necessary.

#### **16. ANNUAL VACATIONS**

- (a) Not later than February 1 of each year the Company shall post a vacation schedule on a bulletin board and each employee shall record on such schedule, by March 15, his preference for the vacation time to which he is entitled.

- (b) Annual vacations must be taken at a time satisfactory to the Company and will be arranged, where possible, to meet the recorded preference of the employee and with recognition being given to seniority.
- (c) In the event that the Company schedules a vacation shutdown, notice to this affect will be given to employees at the time of the posting of the vacation schedule as required under Sub-Section (a) above.
- (d) The period used to calculate an employee's vacation pay shall be from June 1 of each year to May 31 of the following year.
- (e) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement.

	<b>VACATION ENTITLEMENT</b>	<b>VACATION PAY-PERCENTAGE OF TOTAL EARNINGS AS OF MAY 31</b>
Less than 1 year	One day for each completed month of seniority up to a maximum of 10 days	4%
1 year but less than 3 years	2 weeks	4%
3 years but less than 7 years	3 weeks	6%
7 years but less than 17 years	4 weeks	8%
17 years but less than 25 years	5 weeks	10%
Over 25 years	6 weeks	12%

- (f) Once the vacation schedules have been approved and posted they will not be changed except under exceptional circumstances and after consultation with the employees concerned.

## 17. GENERAL AND WORKS HOLIDAYS

- (a) All employees who have worked the last shift to which they were assigned before the General or Works Holiday and the first shift to which they were assigned after the General or Works Holiday shall be entitled to the following General or Works Holidays with pay unless the employee was unable to work on one but not both of such shifts because of illness established to the satisfaction of the Company. The employee shall receive eight (8) hours pay at their current base hourly rate at the time of taking such holiday.

### General Holidays

New Year's Day  
 Good Friday  
 Victoria Day  
 Canada Day  
 B.C. Day  
 Labour Day  
 Thanksgiving Day  
 Remembrance Day  
 Christmas Day

### Work Holidays

New Year's Eve Day  
 Boxing Day  
 Two (2) Floater Days

The two (2) floating holidays are to be taken by the employees during the Christmas period at a time convenient to the Company.

- (b) Employees who are required to work on a General Holiday shall in addition to their regular Holiday Pay receive two times (2X) their regular rate for all hours worked.

Employees who are required to work on a Works Holiday shall in addition to their regular Holiday pay receive one and one-half times (1½X) their regular rate for all hours worked.

- (c) It is agreed that the General Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government.
- (d) An employee shall be paid for each General or Works Holiday even if it falls on his weekly days off, Annual Vacation, Jury Duty, or Bereavement Leave. The employee shall be given a day off with pay in such circumstances or an extra day's pay as he chooses.
- (e) In order for an employee to qualify for General or Works Holiday pay he must have worked at least thirty (30) days prior to the General or Works Holiday.

## 18. SEPARATION OF EMPLOYMENT

- (a) If an employee quits the Company, or is discharged, he shall be paid in full for all

monies owing him and shall be provided with a Record of Employment on the pay period following the termination.

## **19. SENIORITY**

- (a) There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current, and a copy must be supplied to the Union every six (6) months, and one (1) copy of the list is to be posted on the Bulletin Board.
- (b) Seniority shall be length of service within the Bargaining Unit.
- (c) An employee shall maintain his continuous service but not accumulate further service during a promotion outside of the bargaining unit to a maximum of six (6) months.
- (d) An employee shall not be deemed to have seniority until he has been continuously employed by the Company for a probationary period of ninety (90) calendar days. When an employee has completed his probationary period, he shall become a regular employee and be credited with the appropriate ninety (90) calendar days.
- (e) Layoff and recall shall be based on the provisions of Article 12 (c).
- (f) Seniority shall be lost if an employee:
  - (i) voluntarily leaves the employ of the Employer, or
  - (ii) is discharged for cause, or
  - (iii) after a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or
  - (iv) is absent without leave for five (5) working days without legitimate reason, or
  - (v) with less than three (3) years service is on continuous layoff for six (6) months, or
  - (vi) with three (3) or more years of service is on continuous layoff for eighteen (18) months.
- (g) The retirement age of employees shall be at age sixty-five (65). On the first day of the month after reaching retirement age, every employee will automatically cease to be employed.

## **20. DAYS AND HOURS OF WORK AND OVERTIME**

- (a) The provisions of this section are intended only to provide the basis of the work day and the work week, and shall not be construed as a guarantee of hours of work per day or days of work per week.

- (b) The standard work day for day and afternoon shifts is eight and one-half (8½) hours including an unpaid meal break of one-half (½) hour. However, for three shifts daily operations only, the standard work day shall be eight (8) hours with a one-half (½) hour paid meal break.
- (c) The standard work week is forty (40) hours.
- (d) Where more than one shift is scheduled qualified employees in the operations concerned will be required to rotate on a bi-weekly basis.
- (e) The Company agrees to give twenty-four (24) hours notice of a change of shift.

In the event an employee working on the Afternoon Shift is required to work Day Shift on the following day, he shall work a maximum of seven (7) hours on the Afternoon Shift prior to the shift change, for which he will be paid eight (8) hours.

- (f) Upon reporting for work, an employee not previously notified of a cessation of work on his shift shall be guaranteed four (4) hours work or four (4) hours pay at his base hourly rate. However, an employee who has been absent from work must assume the responsibility for ascertaining from the Company if work is available before returning.
- (g) Any employee called back to the Plant by the Company after he has left the Plant for the day will be entitled to receive the appropriate overtime pay for all hours worked but in no case will he be paid less than four (4) hours pay at his base hourly rate.
- (h) The Company agrees that if it becomes necessary to work overtime such overtime will be distributed as equitably as possible amongst those qualified and available employees who are at work at the time and who normally perform such work.
- (i) All hours worked in excess of eight (8) hours in a day and forty (40) hours in the week will be paid as set out below:
  - a) except as stated in b), for all hours worked in excess of eight (8) in a day, and forty (40) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day, an employee will be paid one and one-half (1½) times his regular wage.
  - b) for all hours worked in excess of eleven (11) in a day and forty-eight (48) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day, an employee will be paid two (2) times his regular wage.

The reference to hours in a week above shall be reduced by eight (8) hours for each General Holiday in the week and in calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by him on the General Holidays.

Applicable shift premium to be paid on overtime hours worked. This payment will be the total number of overtime hours worked multiplied by the appropriate shift premium.

In the event that there are amendments to the British Columbia Employment Standards Act which improve these standards, such amendments will apply.

- (j) A meal allowance of \$8.00 will be paid to each employee required to work more than two (2) hours overtime unless the employee was given at least twenty-four (24) hours advance notice of the requirement to work such overtime.
- (k) An employee working on the second shift shall receive a premium of seventy-five cents (75¢) additional per hour for all hours worked on that shift. Effective January 1<sup>st</sup>, 2005, an employee shall receive a premium of eighty cents (80¢) additional per hour for all hours worked on that shift.
- (l) An employee working on the third shift shall receive a premium of one dollar (\$1.00) additional per hour for all hours worked on that shift.

## **21. LUNCH AND REST PERIODS**

- (a) No employee shall be required to work longer than four (4) hours without an uninterrupted one-half (½) hour off during the regular daily shift, exclusive of rest breaks.
- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half of his daily shift. The time for said breaks to be determined by the Company. However, such shall not be scheduled earlier than one and one-half (1½) hours from the commencement of each half of an employee's work shift. If overtime is to be worked, then each employee shall receive a paid fifteen (15) minute break, prior to such overtime commencing.
- (c) When employees work two (2) hours overtime the employee shall receive a break of thirty (30) minutes, with pay.

## **22. SAVINGS CLAUSE**

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 11 herein.

### **23. SAFETY AND HEALTH**

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.
- (b) Any employee who considers that any equipment or practise being carried on within the premises is unsafe shall have the right to refuse to work with such equipment or under such conditions provided that he immediately reports the circumstances to his supervisor and the Company is given an opportunity to take any appropriate corrective measures.
- (c) Safety meetings will be held as per Workers' Compensation Board regulations. There will be two (2) bargaining unit members elected by the employees to serve on the committee safety meetings which will be held during normal working hours.
- (d) The Company agrees to provide first-aid facilities as required under the Workers' Compensation Board regulations.
- (e) Should an employee suffer a compensable injury and be unable to complete the balance of his shift, he shall be paid for all work performed up to the time of his departure and shall be paid for any lost time at his base hourly rate plus applicable premiums for the balance of his shift.
- (f) The Company will provide appropriate personal protective equipment at no cost to the employee, under reasonable practices to be established by the Company. The Company will pay up to one hundred and twenty dollars (\$120.00) per employee towards the cost of safety shoes, upon receipt of proof of payment. Effective January 1<sup>st</sup>, 2005, one hundred and twenty-five dollars (\$125.00) per employee will be paid towards the cost of safety shoes, upon receipt of proof of purchase.
- (7) The Company will also provide clothing such as smocks, pants or shirts for the protection of personal clothing.

### **24. HEALTH AND INSURANCE BENEFITS**

- (a) The Company will provide the following benefits for all eligible employees.



Employees will be eligible to participate in this Health and Insurance Benefits Program following completion of six (6) consecutive months of service with the Company.

- (b) The Employer shall pay one hundred percent (100%) of the premium cost of the Medical Services Plan of British Columbia.

Employees will be eligible for Medical Services Plan coverage after three (3) months of continuous service with the Company.

- (c) The Company agrees to provide each eligible employee with a booklet outlining the available health and insurance benefits.

**25. CLASSIFICATIONS AND WAGE RATES**

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until his shift is finalized.

**26. NO PYRAMIDING**

The premiums and allowances provided for in this Agreement shall not be subject to any further increases such as overtime or other provisions.

**27. GENDER**

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

**28. ARTICLE HEADINGS**

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

SIGNED in Burnaby, B.C., this \_\_\_\_\_ day of \_\_\_\_\_

15

, 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING No. 1**

**BETWEEN:**           **ALCAN FOIL PRODUCTS,  
DIVISION OF ALCAN INC.**  
7307 Meadow Avenue  
Burnaby, B.C.

**AND:**               **TEAMSTERS LOCAL UNION No. 213**  
490 East Broadway  
Vancouver, B.C.

**RE: THIRD SHIFT**

The Company agrees that should it become necessary to establish a third shift at the Burnaby facility the Company will meet with the Union to discuss issues relevant to the operation of such shift, prior to initial start up of the shift.

SIGNED in Burnaby, B.C., this                day of                                , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

\_\_\_\_\_

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**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**           **ALCAN FOIL PRODUCTS,  
DIVISION OF ALCAN INC.**  
7307 Meadow Avenue  
Burnaby, B.C.

**AND:**               **TEAMSTERS LOCAL UNION No 213**  
490 East Broadway  
Vancouver, B.C.

**RE: PLANT CLOSURE**

The Company agrees that in the event of closure of the Burnaby facility, the Company will meet with the Union to discuss issues relevant to such closure including but not limited to timing of the closure and severance.

SIGNED in Burnaby, B.C., this                    day of                    , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING No. 3**

**BETWEEN:**           **ALCAN FOIL PRODUCTS,  
DIVISION OF ALCAN INC.**  
7307 Meadow Avenue  
Burnaby, B.C.

**AND:**               **TEAMSTERS LOCAL UNION No 213**  
490 East Broadway  
Vancouver, B.C.

Re: Job Re-assessment

The Company agrees to conduct a re-assessment of the job that performs the function of production coordination and facilitation in the plant for the purpose of determining an appropriate pay rate.

On or before 1 April 2003 the Company will review the results of the re-assessment along with any resulting recommendations with the union for negotiation of the pay rate. Disputes arising from this process will defer to a mediator for resolution.

In the interim the following temporary measure will apply effective 1 January 2003.

Temporary Supervisor:

In cases where the Production Supervisor is unavailable to the plant for reasons of vacation, business trips, training, etc. and there is a requirement for temporary supervisory coverage, the employee providing the coverage will receive a premium of \$.50¢/hr. worked in addition to any other premiums applicable to his shift and position. The Temporary Supervisor is responsible for all plant operations except those relating to disciplinary matters.

SIGNED in Burnaby, B.C., this                    day of                    , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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