

SOURCE	Company		
EFF.	57	1	10
TERM.	20	12	31
No. OF EMPLOYEES	220		
NOMBRE D'EMPLOYÉS	CB.		

COLLECTIVE AGREEMENT

-BETWEEN-

AMPTECH CORPORATION

(hereinafter called "the Employer")

Party of the **FIRST PART**

-AND-

GLASS, MOLDERS, POTTERY, PLASTICS & ALLIED

WORKERS UNION, LOCAL 360

(hereinafter called "the Union")

Party of the **SECOND PART**

JANUARY 1, 1997 - DECEMBER 31, 2000

[Faint, illegible text]

11360(01)

Table of Contents

PURPOSE.....	1
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - DISCRIMINATION.....	2
ARTICLE 3 - UNION SECURITY.....	2
ARTICLE 4 - MANAGEMENT FUNCTIONS.....	2
ARTICLE 5 - HEALTH & SAFETY	3
ARTICLE 6 - UNION REPRESENTATION.....	3
ARTICLE 7 - GRIEVANCE PROCEDURE.....	4
ARTICLE 8 - ARBITRATION	5
ARTICLE 9 - DISCHARGE CASES.....	5
ARTICLE 10 - SENIORITY.....	6
ARTICLE 11 - JOB POSTING.....	8
ARTICLE 12 - NO STRIKES OR LOCKOUTS	9
ARTICLE 13 - POSTING OF NOTICES.....	9
ARTICLE 14 - LABOUR MANAGEMENT RELATIONS.....	9'
ARTICLE 15 - HOURS OF WORK AND OVERTIME.....	9
ARTICLE 16 - STATUTORY HOLIDAYS.....	12
ARTICLE 17 - VACATIONS.....	13
ARTICLE 18 - BEREAVEMENT LEAVE.....	14
ARTICLE 19 - JURY DUTY OR CROWN WITNESS.....	14
ARTICLE 20 - REPORTING AND CALL-IN.....	15
ARTICLE 21 - LEAVE OF ABSENCE.....	15
ARTICLE 22 - WAGES.....	16
ARTICLE 23 - HEALTH AND WELFARE BENEFITS.....	17
ARTICLE 24 - DURATION	17
SCHEDULE "A" - WAGE RATES	18
LETTER OF UNDERSTANDING.....	22

*

Whenever the singular and masculine are used in this Agreement, they shall be construed as **if** the plural and feminine had been where the context so require, and the rest **of** the sentence shall be construed as if the grammatical and terminological changes hereby rendered necessary have been made.

PURPOSE

The purpose of this Agreement is to:

- (a) Establish employment **conditions** which will provide the best income and security for employees and the Employer by ensuring the business is successful in a competitive market.
- (b) Establish and maintain collective bargaining relations between the Employer and its employees and to provide machinery for the prompt and equitable disposition **of** grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of the Agreement.
- (c) Assist in promoting safe and efficient operations **and to** assist in production of quality products.

All parties recognize the shared gains resulting from commitment to these goals.

ARTICLE 1 - RECOGNITION

- 1:1** The Employer recognizes the Union as the sole collective bargaining agency for all employees duly certified by the Alberta Labour Board, in respect to hours of employment, wages and other conditions of employment.

ARTICLE 2 - DISCRIMINATION

2:1 The Employer agrees not to discriminate against any employees covered by this Agreement because of his Union membership or activity. The Employer and the Union agree they will not discriminate on grounds prohibited by human rights legislation. Any issues respecting discrimination related to human rights legislation will be handled through the procedures of the relevant legislation, not through the grievances and arbitration procedures of this Agreement.

ARTICLE 3 - UNION SECURITY

3:1 The Company shall deduct as a condition of employment from the wages of all employees in the bargaining unit, once each calendar month, Union dues and assessments in the amount certified by the Union's Constitution. Such deductions shall be remitted within ten (10) days, and be made payable to the "GMP", and sent to the Union care of the **INTERNATIONAL SECRETARY-TREASURER**. Such monthly dues remittance shall be accompanied by a list of employees from who deductions were made, giving particulars to those employees lay-off, sick or who are no longer employed by the Company.

3.2 The Union agrees to save the Employer harmless in the administration of this Article.

ARTICLE 4 - MANAGEMENT FUNCTIONS

4:1 The Union acknowledges that it is the exclusive function and right of the Employer to:

- (a) Operate and manage its business in all respects;
- (b) Maintain order, discipline and efficiency;
- (c) Make **and** alter from time to time rules and regulations to be observed by the employees, provided such rules and regulations are not inconsistent with this Agreement;
- (d) Direct the **working** force;
- (e) Hire, promote, demote, transfer, lay off because of lack of work, recall, discipline, suspend, and discharge for "just cause" any employee, provided that claims of discriminatory promotion, demotion or transfer and of wrongful or unjust discipline or discharge shall be subject to the grievance procedure herein provided.

- 4:2** The Employer retains the sole and exclusive authority over all matters not expressly limited by the terms of this Agreement.
- 4:3** A gainfully employed employee working in any capacity for a competitor shall be immediately dismissed and such employee shall not be reinstated as a result of the grievance and arbitration procedures of the Agreement except it be proven that the employee did not perform any such duties.

ARTICLE 5 - HEALTH & SAFETY

- 5:1** The Company and the Union agree to maintain a safe work place.
- 5:2** If an employee is injured during working hours, and is sent home by either the Employer or the doctor, the Employer will pay him for the balance of the shift on which he is sent home.

ARTICLE 6 - UNION REPRESENTATION

- 6:1** The Employer acknowledges the right of the Union to appoint or otherwise select a Plant Committee of Three (3) members, one (1) of which shall be known as the Shop Chairman.
- 6:2** The Union shall furnish the Employer with a list of the names of the Committee members and shall notify the Employer in writing of any changes in the said list forthwith upon such changes having been made.
- 6:3** The Employer agrees there will be no loss of regular pay for time spent in meetings with representatives of the Employer, except that, should the Committee be absent from the plant premises because of mediation or arbitration proceedings, the Employer shall not be required to pay for the time of such absence.
- 6:4** The Union will appoint or elect a Shop Steward for each shift who will act for a Committee person in the absence of the Committee person.

The Union Committee person or Shop Steward will be allowed a reasonable amount of time away from their regular duties after first receiving permission from their supervisor to attend to their duties. The Employer will not unreasonably withhold such permission.

- 6:5** Authorized Union representatives not employed by the Employer may confer with Union Officers within the plant if permission is first obtained from the Manager. The Employer will not unreasonably withhold such permission and the Union will keep these requests to a minimum.
- 6:6** All new employees will be introduced by the supervisor to the respective Committee person in their work area during their first three (3) days at work.

ARTICLE 7 - GRIEVANCE PROCEDURE

7:1 If an employee feels there has been a violation of this Agreement as to its meaning or application, the following steps shall be taken providing the procedure is commenced within five (5) working days of the alleged violation.

7:2 Alleged grievances shall be dealt with progressively in the following manner:

First Step: Between the aggrieved employee, or the steward or both, and the supervisor of the Department in which the employee works.

Second Step: If the grievance is not settled at the First Step within five (5) working days, it shall be processed between the aggrieved employee, steward or the Chief Steward and the Department Manager or his designated representative. Grievances presented at this stage shall be in writing and shall clearly set out the circumstances giving rise to the grievance, the section(s) of the Agreement alleged to have been violated, and the remedy sought for the alleged violation.

Third Step: If the grievance is not settled at the Second Step within five (5) working days, it shall be processed between the aggrieved employee, steward or the Chief Steward accompanied by a full time representative of the Union and the Company President or his designated representative together with other Employer representatives.

7:3 If either the Employer or the Union alleges violations of the Agreement, the grievance may be dealt with through the grievance procedure established by this Article, beginning with the Third Step and shall be presented in writing within five (5) working days of the incident giving rise to the grievance.

7:4 If a grievance is not initiated within the time limits of this Collective Agreement or is not processed according to the time limits at each step of the grievance

procedure including the time limits for referral to arbitration, the grievance shall be deemed to be abandoned.

ARTICLE 8 - ARBITRATION

- 8:1** Arbitration. If no settlement is reached within five (5) working days at the Third Step, then the grievance may be referred to an Arbitrator. If the grievance is not referred to arbitration within thirty (30) days of the reply at the Third Step, it shall be deemed to be abandoned. The selection of this Arbitrator shall be first approved by both the Union and the Employer. No person may be appointed as an Arbitrator if such person has been involved in any attempt to settle the grievance being arbitrated.
- 8:2** If the parties cannot agree on an impartial Arbitrator within five (5) working days, then the Arbitrator shall be whosoever the Director of Mediation Services for the Province may designate.
- 8:3** The decision of the Arbitrator will be final and binding upon the parties. The Arbitrator shall not have power to add to or subtract from or alter this Agreement in any manner whatsoever.
- 8:4** The cost of the Arbitrator shall be shared equally by the Employer and the Union.

ARTICLE 9 - DISCHARGE CASES

- 9:1** The Union acknowledges that a probationary employee may be dismissed during the probationary period and such dismissal will not be the subject of a grievance.
- 9:2** If a permanent employee believes that he has been unjustly discharged, the matter shall be taken up as a special grievance, commencing at the Third Step of the Grievance Procedure as set out in Article 7:3. Any such special grievance must be submitted in writing and lodged with the Employer within five (5) working days after the employee ceases to work for the Employer, and the matter will be disposed of within seven (7) working days after the Employer receives the grievance, except where such a grievance is taken to arbitration.

ARTICLE 10 - SENIORITY

10:1 Seniority is defined as the length of service the employee has with the Employer and in accordance with the provisions of the Agreement. Seniority shall operate on a bargaining unit-wide basis.

10:2 Newly hired employees shall be considered on a probationary basis until they have worked for sixty-three (**63**) days worked from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except that the Employer shall have the sole discretion to terminate their employment at any time within the probationary period and such termination shall not be the subject of a grievance.

After completion of the probationary period, seniority for employees shall be effective from the original date of employment.

10:3 Seniority lists will be revised each six (**6**) months. A copy of the list will be posted in the plant and three (**3**) copies given to the Union Chairperson. Such lists shall clearly state employee number, name, starting date and job classification.

10:4 An employee may accept a position with the Employer outside the bargaining unit and he shall continue to accumulate seniority for a period of one year. Following this, the employee shall retain his bargaining unit seniority and retain his right to return to work within the bargaining unit in a job consistent with his seniority.

10:5 In the event of a lay-off, the knowledge, qualifications, skills and ability of the employee shall be the primary considerations. Where two or more applicants are assessed by the Employer to be equal, seniority shall be the determining factor.

Employees shall be recalled in the order they were laid-off providing they are, in the opinion of the Employer, qualified and capable to do the work.

10:6 In the event of a layoff, employees who have completed their probationary period will receive notice of:

- (a) one (**1**) week, if the employee has been employed by the Employer for more than three (**3**) months but less than two (**2**) years,

- (b) two (2) weeks, if the employee has been employed by the Employer for two (2) years or more but less than four (4) years,
- (c) four (4) weeks, if the employee has been employed by the Employer for four (4) years or more but less than six (6) years,
- (d) five (5) weeks, if the employee has been employed by the Employer for six (6) years or more but less than eight (8) years,
- (e) six (6) weeks, if the employee has been employed by the Employer for eight (8) years or more but less than ten (10) years, or
- (f) eight (8) weeks, if the employee has been employed for ten (10) years or more.

A layoff in this Agreement shall be defined as a period of more than five (5) consecutive working days during which no work is scheduled for an employee. The Employer shall give employees as much advance notice as possible when changes in scheduled hours of work are required by operations.

10:7 Notification of recall shall be by registered letter, telegram, courier service, or personal service to the last address which the employee recorded with the Employer. It is clearly understood between both parties that the employee is responsible for keeping the Employer informed of any changes of address and telephone.

10:8 An employee transferred because of lay-off shall receive the rate of pay applicable to the work being performed, except in the case of an employee transferred to a lower paid job who will be paid his usual rate for a period of five (5) working days before the lower rate becomes effective.

10:9 An Employee shall lose his seniority and his employment shall be terminated in the event:

1. He is discharged for just cause and is not reinstated.
2. He resigns.
3. He fails to return to work within seven (7) calendar days following a recall and after being notified according to Article 10.7 to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.

4. (a) An employee who has completed his or her probationary period but has less than one (1) years' seniority is laid off for a period longer than three (3) months.
- (b) An employee who has completed one (1) or more year's seniority but has less than five (5) years' seniority is laid off for a period longer than six (6) months.
- (c) An employee who has completed five (5) or more years' seniority is laid off for a period longer than twelve (12) months.
5. Illness or non-compensated injury in excess of twelve (12) months.
6. He is absent without permission for a period of two (2) working days.

ARTICLE 11 -JOB POSTING

- 11:1** (a) The Employer agrees to post on the bulletin board for five (5) working days all permanent vacancies except as provided in Article 11:1 (b). Employees may apply for these positions. Within five (5) working days following the posting period, a selection shall be made. If no qualified employee applies **from** within the bargaining unit, the Employer may hire from outside the bargaining unit. The Employer will notify the Union in writing of the successful applicant prior to the successful applicant's name being posted.
- (b) Recognizing the Employer has the right to assign work to employees within a classification, an employee may not apply on a posting for a vacancy in the same classification they currently occupy.
- 11:2** In making promotions, transfers or filling new positions, the knowledge, qualifications, skills and ability of the employee shall be the primary considerations. Where two or more applicants are assessed by the Employer to be equal, seniority shall be the determining factor.
- 11:3** The Employer may use aptitude tests as part of the selection process when filling vacancies.
- 11:4** Employees who apply for vacancies who are not selected for a position shall be entitled to have the reasons explained to them at their request.

11:5 Employees who wish to work on a particular shift in their same position shall advise the Employer in writing of their preference on a form provided by the Employer. These requests will receive fair consideration when vacancies occur. This provision will be administered recognizing the Employer's right to meet operating needs by balancing employee skills and experience on all shifts.

ARTICLE 12 - NO STRIKES OR LOCKOUTS

12:1 The Employer agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strikes, slowdowns, or other collective action which will stop or interfere with production and that if any such collective action should be taken, the Union will instruct its members to carry out the provisions of this Agreement and to return to work and perform their duties in the usual manner.

ARTICLE 13 - POSTING OF NOTICES

13:1 The Employer agrees to supply a Bulletin Board for the exclusive use of the Union. It is agreed that all notices, other than regular Union meeting notices, will be initialed by the Employer before being posted.

ARTICLE 14 - LABOUR MANAGEMENT RELATIONS

14:1 Labour Management Committee. The Employer and the Union agree to establish a Labour Management Committee to discuss matters of mutual interest. The purpose of these meetings is to resolve any differences, create better harmony and to bring about ways and means of improving products and service. Minutes of these meeting shall be taken by the Employer and posted on the Bulletin Board. Meetings will be held at any time at the request of either party.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15:1 Regular Work Schedule • Daily hours shall not exceed eight (8) and weekly hours shall not exceed forty (40) on five (5) days per week.

15:2 Compressed Work Week Schedule - The Employer may assign employees to a compressed work week schedule with daily regularly scheduled hours of up to twelve (12) hours and average weekly hours of forty **(40)**. For employees on a compressed work week schedule, all hours worked in excess of daily or weekly regularly scheduled hours shall be deemed as overtime and paid according to Clause 15:3. Employees must be authorized by the Employer to work overtime.

15:3 Overtime - If an employee is required to work in excess of his regularly scheduled hours per day, he will be paid one and one-half times **(1 1/2x)** his regular rate after he has worked in excess of eight (8) hours on a Regular Work Schedule or, on a Compressed Work Week Schedule, the employee has worked hours in excess of the daily regularly scheduled hours. If an employee is scheduled to work on **his** regularly scheduled days off or on a statutory holiday, he will be paid one and one-half times **(1 1/2x)** his regular rate. Employees must be authorized by the Employer to work overtime.

15:4 (a) Employees assigned to a Regular Work Week schedule shall have three **(3)** fifteen (15) minute paid breaks per shift.

(b) Employees assigned to a Compressed Week schedules of up to and including ten (10) regularly scheduled hours per day shall have three **(3)** fifteen (15) minute paid breaks per shift.

(c) Employees assigned to a Compressed Week schedules of more than ten (10) regularly scheduled hours per day shall have four **(4)** fifteen (15) minute paid breaks per shift.

15:5 The hours of work in this Agreement shall not in any respect be interpreted as a guarantee of hours of work per day or per week.

15:6 Temporary Employees

“Temporary employee” shall mean an **employee** employed to be meet fluctuations in workload or to provide **coverage** for the absence of full-time employees such as vacation relief. **Daily and weekly** hours of work for temporary employees will vary **according to operating needs**. If a temporary employee works continuously **for a period longer than sixty-three (63)** days worked, the employee shall **have their status changed to that of a full-time** employee. The following **specific conditions** apply to the employment of temporary employees:

- (a) Overtime shall be paid according to Article **15:3** only after the temporary employee works in excess of the regular hours permitted to be scheduled for a full-time employee.
- (b) Temporary employees will be entitled only to paid holidays that fall on days on which they would otherwise be scheduled to work and provided they have worked five (5) out of the previous nine (9) day weekdays corresponding to the weekday on which the holiday falls. All employees must also meet the qualifications set out in Article **16:3**.
- (c) Temporary employees will receive vacation pay shall be calculated based on four percent (**4%**) their straight time earnings and shift differential.
- (d) Temporary employees shall not acquire seniority rights including the layoff, recall, and job posting conditions of this Agreement. The Employer shall have the sole discretion to terminate the employment of a temporary employee and such termination shall not be the subject of a grievance.
- (e) Temporary employees who wish to be considered for full-time positions shall advise the Employer in writing of their interest. These applications will be considered when the Employer fills full-time positions through new hires but the Employer shall be under no obligation to select from temporary employees. Temporary employees selected for full-time positions shall serve the probationary period in Article **10:2** and their seniority for the purposes of Article **10:2** will commence on the date they became a full-time employee.
- (f) Temporary employees shall not be covered by the conditions of Articles **18, 19, or 20** of this collective agreement.
- (g) Full-time employees on layoff who wish to work in temporary positions shall advise the Employer in writing of their interest and they shall receive first consideration when temporary work is available. If a full-time employee refuses a temporary work assignment, this will not affect the full-time employee's employment status and recall rights under Article **10:9**.
- (h) Temporary employees will not be used to fill full-time positions or to replace full-time employees.

- (i) The Employer will allow full-time employees to fill a temporary position for the purpose of further education. The full-time employee will accrue seniority while continuing education relevant to the Employer's business and upon their return to full-time status, shall be reinstated to their former position.
- (j) During the first twelve (12) months following the signing of this Agreement, the Labour Management Committee will meet quarterly to review the operation of Article 15:6 to ensure it is being applied consistently with the parties negotiated intent. The Employer will supply quarterly statistics on the number of employees hired in temporary positions, their classifications and hours worked. Following this twelve (12) month period, this review of the use of temporary employees will continue at appropriate intervals as requested by either party. The Employer is committed to make every reasonable effort to immediately correct any problems associated with implementation of Article 15:6 inconsistent with its negotiated intent.

15.7 The Employer agrees to review with the Union the feasibility of implementing a system allowing employees to bank overtime hours within reasonable limits and the conditions that would apply to any such system. The parties agree that if a banked overtime system is implemented it will initially be on a trial basis for a period of six (6) months with the right through mutual agreement between the Employer and the Union to terminate the arrangement at the end of the trial period.

ARTICLE 16 - STATUTORY HOLIDAYS

16:1 The following shall be statutory holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Full-time employees with more than six (6) months of service shall qualify for one (1) floating holiday per year to be used as a paid personal day off at a time mutually agreed between the Employer and the employee or, at the request of the employee, as paid sick leave.

- 16:2** An employee whose regular shift falls on a statutory holiday shall be granted eight (8) hours statutory holiday pay at straight time for each statutory holiday.
- 16:3** Section 16:2 does not apply to an employee who is absent without pay on his regular working day immediately preceding or his regular working day following the statutory holiday, except with the approval of the Employer. Section 16:2 does not apply when an employee has worked less than thirty (30) days in the twelve (12) months immediately preceding the holiday.
- 16:4** When any of the stated holidays fall on a Saturday or on a Sunday, and the observance is on some other day of the week, that day shall be considered the holiday and Section 16:3 will apply. The Employer and the Union shall mutually agree on the day to be observed. The Employer shall announce the day of the observance of the holiday at least one (1) week prior to the observance. If one of the above holidays falls within an annual plant vacation shut-down, the employees may receive holiday pay in lieu of the day off or observe the holiday with pay on a day mutually agreed between the Employer and the employee.

ARTICLE 17 - VACATIONS

17:1 For employees hired before January 1, 1997, an employee **who has** completed more than one (1) year of service shall be entitled to a two (2) week paid vacation. **An** employee who has completed more than three (3) years' service shall be entitled to a three (3) week paid vacation. An employee who has completed more than eight (8) years' service shall be entitled to a four (4) week paid vacation.

For employees hired after January 1, 1997, an employee who has completed more than one (1) year of service shall be entitled to a two (2) week paid vacation. **An** employee who has completed more than five (5) years' service shall be entitled to a three (3) week paid vacation. **An** employee who has completed more than fifteen (15) years' service shall be entitled to a four (4) week paid vacation.

At the request of an employee, paid vacation entitlement may be used as paid sick leave.

17:2 Vacations shall be scheduled based on the operating needs of the Employer and will to the extent practical within these operating needs, recognize the preferences of employees.

17:3 An employee's vacation pay shall be calculated based on four percent (**4%**) or ~~six~~ percent (6%) or eight percent (8%) according to service of his straight time earnings and shift differential. In the event of termination of employment, an employee shall receive any accrued vacation pay to which he may be entitled calculated on the foregoing basis for which ~~no~~ vacation pay ~~has~~ been paid.

17:4 If a statutory holiday falls during an employee's vacation and if the employee would normally have been scheduled to work a regular shift on the holiday, he shall receive an extra day of paid vacation or a paid day off at a mutually agreeable time prior to the employee's next annual vacation.

ARTICLE 18 - BEREAVEMENT LEAVE

18:1 In the event of death in an employee's immediate family (immediate family shall mean father, mother, spouse, brother, sister, father-in-law, mother-in-law, children, brother-in-law, sister-in-law, grandparents), the employee may be absent from work for a period of up to three (**3**) working days for the purposes of attending the funeral and/or making funeral arrangements.

18:2 During such absence, the employee shall be compensated at his hourly rate for such regular working time lost.

ARTICLE 19 - JURY DUTY OR CROWN WITNESS

19:1 "he Employer agrees to pay the difference between the fee received for ~~jury~~ duty or Crown Witness and the amount the employee would have earned for eight (8) hours of work at straight time rate for each regularly scheduled working day an employee is required for jury ~~duty~~ or ~~as~~ a Crown Witness.

ARTICLE 20 - REPORTING AND CALL-IN

- 20:1** An employee who reports for work at his regular starting time and for whom there is no work available of the type regularly performed by him, shall be given four **(4)** hours employment at other work designated by the Employer and paid for at his straight time rate, or, if there is no other work available, shall be paid the equivalent of four **(4)** hours wages at his straight time rate, unless he was previously notified not to report for work, or unless the unavailability of work is due to an Act of God, fire, flood power failure or other conditions beyond the control of the Employer. To qualify for payment under this provision, employees must have their current address and telephone number on file with the Employer.
- 20:2** If an employee is required to attend meetings such as training sessions or communications meetings outside regular working hours, the employee will be paid a minimum of \$15.00 for attending meeting or straight-time pay at their regular rate for the time of the meeting, whichever is the greater.

ARTICLE 21 - LEAVE OF ABSENCE

- 21:1** Upon written application **from** the employee and written permission **from** the Employer, the Employer may grant leave of absence without pay to employees for illness or accident or for other legitimate reasons. The Union will be advised by the Employer of all such cases. Seniority will accumulate during the period of such leave of absence. The Employer will acknowledge all such requests in writing within three **(3)** working days.
- 21:2** Any employee elected to represent the Union as a delegate to any labour activity necessitating a leave of absence, shall be granted such leave for a cumulative period of up to thirty **(30)** days , and shall be reemployed according to this accumulated seniority at the expiration of such leave. Seven **(7)** working days notice shall be given to the Employer prior to the effective date of any such leave of absence. For the purpose of this paragraph, no more than two **(2)** employees may be on leave at any one time.

ARTICLE 22 - WAGES

- 22:1** Employees shall receive the applicable wage rate provided for in Appendix "A". An employee's progression within the range for his position shall be based on his qualifications and ability **as** determined by the Employer. At the end of the probationary period and in each subsequent year on or about an employee's birthday, the Employer shall prepare a written performance review which will be discussed with each employee.
- 22:2** The Employer shall set the rates of pay for any new job classification established during the life of this Agreement based on rates of comparable work and subject to negotiations with the Union Committee.
- 22:3** The Employer shall pay its employees every two weeks on Friday. **This** pay will include wages earned up to the completion of the previous calendar week. Payment may be by cheque or direct deposit at the option of the Employer. **An** employee will receive a slip showing full details in the form of the hourly rate, the overtime earnings, if any, the **shift** premium, if any, the straight time hours, and the total amount. The slip shall also contain full details of all deductions. All pay errors that exceed **fifty** dollars (\$50.00) will be corrected within two **(2)** banking days.

22:4 Regular Work Week Schedules

Employees commencing their regular scheduled shift between 6:00 a.m. up to 3:00 p.m. shall not be **eligible** for **shift** differential. Employees commencing their regular scheduled **shift** at or after 3:00 p.m. will receive a shift differential of fifty-five (55¢) cents per hour for each straight time hour worked. Employees commencing their regular scheduled shift at or after 11:00 p.m. will receive a shift differential of ninety (90¢) cents per hour for each straight time hour worked.

Compressed Work Week Schedules

No shift differential shall apply for work during the day **shift** of a twelve (12) hour compressed work week schedule. For hours worked during the afternoon shift of a twelve (12) hour compressed work week schedule, employees will receive a shift differential of eighty (80¢) cents per hour for each straight time hour worked.



ARTICLE 23 - HEALTH AND WELFARE BENEFITS

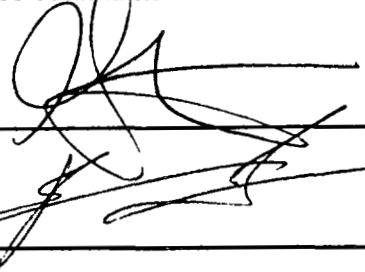
23:1 The Employer and the employee shall equally share the premium cost of an Extended Health Care Plan and Alberta Health Care Insurance. Participation and benefits shall be governed by the terms of the Plan.

ARTICLE 24 - DURATION

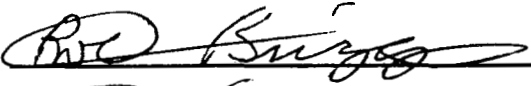
24:1 This Agreement shall be binding and remain in effect from January 1, 1997 to December 31, 2000 and shall continue from year to year thereafter unless either party gives to the other party notice in writing, not more than one hundred and twenty (120) days nor less than sixty (60) days prior to the expiry date of this Agreement any year thereafter that it desires its termination or amendments.

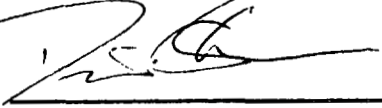
SIGNED AT Calgary, Alberta this 16th day of July 1997.


FOR THE EMPLOYER



FOR THE UNION







SCHEDULE "A" - WAGE RATES

The following shall be the schedule of hourly rates of pay for the classifications indicated:

EFFECTIVE JANUARY 1, 1997

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Production and General Service Employee	\$7.34 - \$10.49/hr.
Material Co-ordinator/Handler	\$9.47 - \$12.61/hr.
Repair and Maintenance Journeyman	\$12.29 - \$18.88/hr.
Millwright & Masters	\$18.88 - \$21.12/hr.
Senior Process Technician	\$12.29 - \$18.88/hr.
Process Technician	\$9.47 - \$13.30/hr.
Quality Control Inspector	\$9.82 - \$12.66/hr.
Senior Quality Control Inspector	\$11.68 - \$15.78/hr.
Production Technician	\$12.29 - \$18.79/hr.
Leadhand	\$11.06 - \$15.78/hr.
Shipping Employee	\$8.50 - \$13.30/hr.

Effective January 1, 1997, all employees will receive an increase of two percent (2.0%) in their hourly rates of pay.

SCHEDULE "A" - WAGE RATES

The following shall be the schedule of hourly rates of pay for the classifications indicated:

EFFECTIVE JANUARY 1, 1998

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Production and General Service Employee	\$7.46 - \$10.66/hr.
Material Co-ordinator/Handler	\$9.63 - \$12.82/hr.
Repair and Maintenance Journeyman	\$12.50 - \$19.20/hr.
Millwright & Masters	\$19.20 - \$21.48/hr.
Senior Process Technician	\$12.50 - \$19.20/hr.
Process Technician	\$9.63 - \$13.53/hr.
Quality Control Inspector	\$9.99 - \$12.87/hr.
Senior Quality Control Inspector	\$11.88 - \$16.05/hr.
Production Technician	\$12.50 - \$19.20/hr.
Leadhand	\$11.24 - \$16.05/hr.
Shipping Employee	\$8.64 - \$13.53/hr.

Effective January 1, 1998, all employees will receive an increase of one and seven-tenths percent (1.7%) in their hourly rates of pay.

SCHEDULE "A" - WAGE RATES

The following shall be the schedule of hourly rates of pay for the classifications indicated:

EFFECTIVE JANUARY 1, 1999

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Production and General Service Employee	\$7.58 - \$10.85/hr.
Material Co-ordinator/Handler	\$9.79 - \$13.04/hr.
Repair and Maintenance Journeyman	\$12.71 - \$19.53/hr.
Millwright & Masters	\$19.53 - \$21.85/hr.
Senior Process Technician	\$12.71 - \$19.53/hr.
Process Technician	\$9.79 - \$13.76/hr.
Quality Control Inspector	\$10.16 - \$13.09/hr.
Senior Quality Control Inspector	\$12.08 - \$16.32/hr.
Production Technician	\$12.71 - \$19.53/hr.
Leadhand	\$11.44 - \$16.32/hr.
Shipping Employee	\$8.79 - \$13.76/hr.

Effective January 1, 1999, all employees will receive an increase of one and seven-tenths percent (1.7%) in their hourly rates of pay.

SCHEDULE "A" - WAGE RATES

The following shall be the schedule of hourly rates of pay for the classifications indicated:

EFFECTIVE JANUARY 1, 2000

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Production and General Service Employee	\$7.72 - \$11.02/hr.
Material Co-ordinator/Handler	\$9.95 - \$13.25/hr.
Repair and Maintenance Journeyman	\$12.92 - \$19.84/hr.
Millwright & Masters	\$19.84 - \$22.20/hr.
Senior Process Technician	\$12.92 - \$19.84/hr.
Process Technician	\$9.95 - \$13.98/hr.
Quality Control Inspector	\$10.32 - \$13.30/hr.
Senior Quality Control [†] Inspector	\$12.27 - \$16.58/hr.
Production Technician	\$12.92 - \$19.84/hr.
Leadhand	\$11.62 - \$16.58/hr.
Shipping Employee	\$8.93 - \$13.98/hr.

Effective January 1, 2000, all employees will receive an increase of one and six-tenths percent (1.6%) in their hourly rates of pay.

Letter of Understanding

between

Amptech Corporation

and

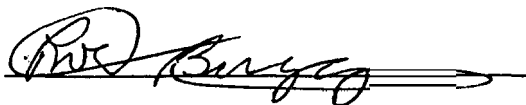
**Glass, Molders, Pottery, Plastics & Allied
Workers Local Union No. 360**

The Union and the Employer share an interest in an arrangement of break times that best meets employee preferences within operating needs. The parties therefore agree that the Labour Management Committee with discuss and consult with employees on this issue according to the following terms of reference.

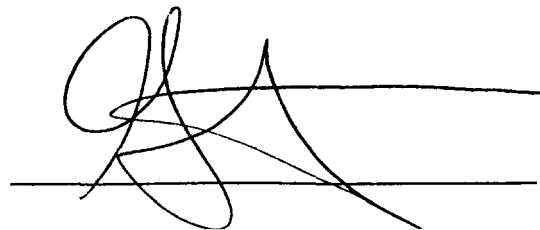
1. Alternative arrangements of break times will be discussed on the basis that the total length of paid breaks on a shift shall be the same as provided in Article 15:4. Operating needs will include consideration of the requirement to provide coverage during breaks in a cost-effective manner.
2. The Labour Management Committee shall consult with employees on alternative arrangements as the Committee deems appropriate.
3. Mutually agreeable changes in the arrangement of breaks will be incorporated in the collective agreement by amending Article 15:4.
4. Work on this issue will be concluded by December 31, 1997.

Signed at Calgary, Alberta this 16th day of July, 1997.

For the Union

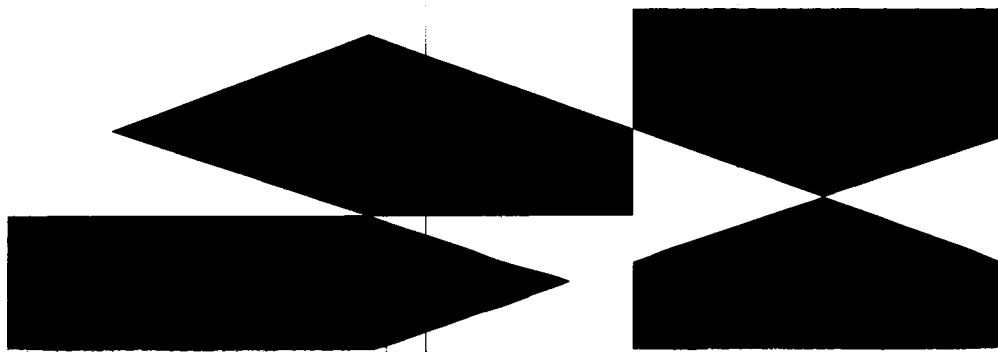


For the Company



**Your
Group
Insurance
Program**

Amptech Corporation



INTRODUCTION

This booklet has been prepared so that you may fully understand the benefits you are entitled to.

The following Benefit Schedule sets out the specific terms of your group insurance plan and your individual Group Certificate will indicate your actual insured amounts. More general information and a description of each benefit follows the schedule. Please read it carefully.

As this booklet contains information which is important to you, it should be kept in a safe place for future reference.

Group Policy Number: 60009
Effective Date of Revised Plan: June 1, 1996
Waiting Period: 3 months

FOR ALL EMPLOYEES

If you require any additional information, contact your employer.

Date Issued: 01.05.96

BENEFIT SCHEDULE

Employee Life Insurance Benefit

1 times annual earnings rounded to the next higher \$1,000 (if not already a multiple) with a minimum of \$10,000 and a maximum of \$200,000.

Your life insurance amount will reduce by 50% at age 65.
Benefit terminates at age 70.

Optional Life Insurance Benefit

You and/or your spouse may select additional amounts of life insurance in units of \$10,000 up to a maximum of \$200,000 with evidence of insurability required for all amounts.

Benefit terminates at age 65.

Employee Accidental Death and Dismemberment Benefit

1 times annual earnings rounded to the next higher \$1,000 (if not already a multiple) with a minimum of \$10,000 and a maximum of \$200,000.

Your AD&D amount will reduce by 50% at age 65.
Benefit terminates at age 70.

Optional Accidental Death and Dismemberment Benefit

You may elect to insure yourself only OR yourself and your family.

Employee Plan

You may select additional amounts of accident insurance in units of \$10,000 up to a maximum of \$300,000.

Family Plan

If selected, this plan will provide family coverage equal to a percentage of your insured amount under the Employee Plan as follows:

If you have	
a Spouse and child(ren)	Spouse - 50% Each child - 10%
Spouse only	Spouse - 60%
Children only	Each child - 20%

Benefit terminates at age 65.

BENEFIT SCHEDULE

Extended Health Care Benefit

For you and your dependents.

Deductible - Nil

Percentage Reimbursed (after deductible satisfied) -

In province of residence:

Semi-private Hospital 100%

All other eligible expenses 80%

Outside province of residence:

Emergency Treatment 80%

Treatment on referral 80%

Eligible Expense limits per individual

Hospital (In Province) - semi-private

Drugs - unlimited

Nursing Care - \$15,000 every 36 months

Paramedical - \$300 each calendar year for each type of practitioner listed

Hearing Aids - \$500 every 60 months

Outside Province

(On Referral) - \$50,000 each calendar year

Benefit terminates at age 65.

BENEFIT SCHEDULE

Dental Care Benefit

For you and your dependents.

Deductible - Nil

Percentage Reimbursed (after deductible satisfied) -

Basic and Preventative Treatment 80%

Endodontics, Periodontics, Oral Surgery 80%

Major Restorative Treatment 50%

Maximum -

Basic and Preventative Treatment and Endodontics, Periodontics and Oral Surgery - \$1,000 per individual each calendar year

Major Restorative Treatment - \$1,000 per individual each calendar year

Late Entrant Limitations - If you apply for dental coverage for yourself or your dependents more than 31 days after first becoming eligible, the benefit maximum will be limited to \$250 per individual for the first 12 months of a late entrant's dental coverage.

Fee Guide Year - Current

Benefit terminates at age 65.

GENERAL INFORMATION

Employee Eligibility

If you are under age 65, domiciled in Canada and working for your employer on a permanent full-time basis (at least 30 hours per week), you are eligible to participate after the completion of the waiting period.

Coverage will become effective the day you are eligible. However, if you are required to contribute to the cost of this plan and this plan is not a condition of employment, your written application for coverage must be received by Imperial Life within 31 days of becoming eligible; otherwise evidence of insurability will be required and coverage will not be effective until the date evidence of insurability is approved by Imperial Life.

If evidence of insurability is required for certain levels of coverage shown in the Benefit Schedule, then that insurance will not become effective until the date your evidence of insurability is approved.

If you are absent from work on the date your insurance would normally become effective or increase, then that insurance will not take effect until you are again actively at work.

Employees insured under their Spouses' Plan

If coverage under your spouse's health and/or dental plan terminates, either because the particular plan terminates or because your spouse becomes ineligible for either or both plans, you are eligible for immediate coverage under your company's Extended Health and/or Dental Care Benefits provided you apply within 31 days of the date your coverage terminates. For any late application (i.e. after 31 days) evidence of insurability will be required and coverage will not be effective until the day such evidence is approved.

GENERAL INFORMATION

Dependent Eligibility

Eligible dependents are

- a) a person of the opposite sex who is either your legal spouse or a common-law spouse designated as spouse on your application and with whom you have cohabited for the last 12 months, and
- b) your unmarried children (excluding foster children or wards) who are wholly dependent on you for support and under age 21 (25 if in full-time attendance at school),

excluding any individual not domiciled in Canada.

Any child described above who attains age 21 and is financially dependent on you because of a mental or physical infirmity will continue to be covered provided that child was **so** handicapped and insured under this plan prior to his 21st birthday.

Your dependent coverage will become effective on the date you have eligible dependents provided a written application is made within 31 days of that date; otherwise evidence of your dependent's insurability will be required and dependent coverage will not take effect until the date that insurability is approved by Imperial Life. Once you have dependent coverage, new dependents will be insured automatically.

Coverage for a dependent (other than a new-born child) who is confined to a hospital on the date his insurance is to take effect, will be delayed until the first day immediately following his discharge from the hospital.

GENERAL INFORMATION

Termination of Insurance

Your coverage and the coverage of your eligible dependents will terminate on the earliest of

- a) the day you are no longer actively employed by the Employer on a full-time basis (including retirement),
- b) the day you cease to be in a class of employee eligible for insurance,
- c) the day you reach the applicable age limit, if any,
- d) the end of the period for which premiums have been paid for your insurance,
- e) the day the group policy terminates.

The coverage of any one dependent will terminate on the day that individual no longer meets the definition of dependent.

Limited coverage may be available in the event you are going to be absent from work due to temporary lay-off or leave of absence, including pregnancy leave.

EMPLOYEE LIFE INSURANCE BENEFIT

The amount of life insurance you are insured for will be paid to your named beneficiary in the event of your death due to any cause.

You may change your beneficiary at any time (subject to any limits set by law) by completing a form available from your employer and returning it to him.

Total Disability

If you become totally disabled prior to age 65 and that disability prevents you from engaging in any gainful work, your life insurance will remain in force until you recover, subject to any reduction or age limit shown in the Benefit Schedule. Initial proof of disability is required within 12 months of commencement of disability.

If you contribute to the cost of this benefit, no further premiums will be required after 6 months.

Living Benefit

If you are totally disabled and terminally ill and the prognosis is death within the next 12 months, you may be eligible for a Living Benefit (an advance on the Life Insurance claim) equal to the lesser of \$25,000 and 50% of your insured amount. If you wish to apply your employer will advise you of the necessary application requirements.

Conversion Privilege

If, prior to age 65, all or any part of your life insurance terminates for any reason other than policy termination, you may convert your terminated insurance to an individual policy, without medical evidence, for any amount that does not exceed the terminated amount and the lesser of a) \$200,000 and b) the difference between your terminated amount and the amount of group life insurance you become eligible for within 31 days of termination.

Your individual policy may be a Term to Age 65 plan, or any regular permanent plan (excluding special designated permanent plans), without any added benefits. Alternatively, you may select a One Year Term Plan with the option, at the end of the year, of converting this plan to one of the plans described above.

EMPLOYEE LIFE INSURANCE BENEFIT

Conversion Privilege (continued)

Written application for an individual policy, together with the first premium, must be submitted to Imperial Life within 31 days of termination. During this period, the amount of life insurance you are eligible to convert will remain in force free of charge.

If your life insurance terminates as a result of the termination of the group policy, your employer will advise you of your options.

OPTIONAL LIFE INSURANCE BENEFIT

The amount of life insurance you are insured for will be paid to your named beneficiary in the event of your death or to your spouse's named beneficiary in the event of your spouse's death.

You may change your beneficiary at any time (subject to any limits set by law) by completing a form available from your employer and returning it to him.

Total Disability

If you become totally disabled, your Optional Life Insurance will remain in force and your Optional Life premiums will be waived, as long as the premiums for your Employee Life Insurance are waived but not beyond the date you attain the age limit of this benefit.

Suicide

No optional life insurance will be paid if the individual commits suicide within 2 years of the effective date, reinstatement date or the effective date of any increase of your optional insurance amount.

Conversion Privilege

If all of your Optional Life Insurance terminates for any reason other than at your request and you are under age 65, you may convert that insurance to an individual policy, without medical evidence, in accordance with the guidelines for individual policies described in the Conversion Privilege of the Employee Life Insurance Benefit.

However the maximum you may convert under this benefit may not exceed the maximum specified under the Employee Life Insurance Benefit, minus any amount that you may convert under the Employee Life Insurance.

If your spouse's Optional Life Insurance terminates for any reason other than at your request or due to policy termination and your spouse is under age 65, you may convert your spouse's insurance to an individual policy, without medical evidence, in accordance with the guidelines for individual policies described in the Conversion Privilege of the Employee Life Insurance Benefit.

During the 31 day conversion period, the amount of your optional insurance that you are eligible to convert will remain in force free of charge.

**EMPLOYEE ACCIDENTAL DEATH AND
DISMEMBERMENT BENEFIT**

This benefit pays for any loss described below resulting within 365 days of an accident causing bodily injuries. The accident must occur while you are insured and the bodily injury sustained must be the direct result of the accident, independent of all other causes. Payment is equal to the following percentage of the amount shown in the Benefit Schedule.

<u>Loss of</u>	<u>Percentage of Amount</u>
Life	100%
Speech and hearing in both ears	100%
Speech	66 2/3%
Hearing in both ears	66 2/3%
Hearing in one ear	33 1/3%
All toes of one foot	25%
 <u>Loss of or Loss of Use of</u>	
Both hands	100%
Both feet	100%
Entire sight of both eyes	100%
One hand and one foot	100%
One hand and the entire sight of one eye	100%
One foot and the entire sight of one eye	100%
One arm	75%
One leg	75%
One hand	66 2/3%
One foot	66 2/3%
Entire sight of one eye	66 2/3%
At least four fingers of one hand	33 1/3%
Thumb and index finger of one hand	33 1/3%
 Quadriplegia	 200%
Hemiplegia	200%
Paraplegia	200%

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

In the event of loss of life, the benefit will be paid to your named beneficiary. In the event of any other loss, the benefit will be paid to you.

Loss of hand or foot means complete severance at or above the wrist or ankle joint but below the elbow joint or knee. **Loss** of arm or leg means complete severance at or above the elbow or knee joint. **Loss** of thumb means complete loss of one entire phalanx of the thumb. **Loss** of finger means complete loss of two entire phalanges of the finger.

Loss of sight, hearing or speech means complete and irrecoverable loss of sight, hearing or speech. A licensed physician (certified by the Royal College of Physicians and Surgeons of Canada) must certify that the **loss** is complete and irrecoverable.

Hemiplegia means total, irrecoverable and permanent paralysis of upper and lower limbs on the same side of the body; Paraplegia, of both lower limbs; Quadriplegia, of both upper and lower limbs.

Loss of use means complete and irrecoverable loss of use of a limb provided such loss has continued for 12 months.

Limitations

For all losses you sustain as a result of any one accident, the maximum payable will not exceed

- a) with the exception of quadriplegia, paraplegia and hemiplegia, 100% of your insured amount at the time of the accident, and
- b) with respect to quadriplegia, paraplegia and hemiplegia, 200% of your insured amount at the time of the accident, or 100% if you die within 90 days of that accident.

The overall total benefit payable for all losses suffered as a result of an accident to any one aircraft is \$5,000,000. If you, together with other employees, are involved in such an accident and the resulting claims exceed the limit, the amounts payable to you and the other employees will be proportionally reduced for an equitable distribution.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Total Disability

If you become totally disabled, your Accidental Death & Dismemberment coverage will remain in force and your premiums will be waived, as long as the premiums for your Employee Life Insurance are waived, but not beyond the date you receive payment for any loss under this benefit, you attain age 70, or this benefit terminates.

Disappearance and Exposure

If, while insured, you disappear as a result of an accident involving the sinking or disappearance of a conveyance you were riding in and your body is not found within 365 days of that accident, it will be presumed, subject to no evidence to the contrary, that you died as a result of that accident and a benefit will be payable.

If, while insured, you are unavoidably exposed to the elements as a result of an accident and as a result of the exposure you suffer an insurable loss, the applicable benefit will be payable for that loss.

Rehabilitation

If you suffer a **loss** insured under this benefit, any reasonable and necessary expenses that you incur for special training, within 3 years of the accident, will be reimbursed up to a maximum of \$10,000. This training must be required **as** a result of the loss in order that you may qualify for a job you otherwise would not be involved in but for the loss.

Family Transportation

If you suffer a loss insured under this benefit, and as a result are under the care of a physician, and confined as an inpatient in a hospital located more than 150 km. from your normal residence, any reasonable expenses incurred by your immediate family members (age 18 and over) for travelling to you by the most direct route and for hotel accommodation, will be reimbursed up to a lifetime maximum of \$1,000 for all these expenses. Private transportation expenses are limited to \$0.20 per kilometer travelled.

Family members include your spouse, children, parents, brother or sister, and your in-laws (parents, brother, sister, daughter or son).

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Repatriation

If you die as a result of an accident at least 50 kilometers from your normal residence and as a consequence your beneficiary is entitled to payment under this benefit, reimbursement will be made, up to a maximum of \$10,000, for all customary and reasonable expenses incurred for the preparation, burial or cremation and transportation of your body from the place of the accident back to your home in Canada.

Special Education

If you die as a result of an accident and as a consequence your beneficiary is entitled to payment under this benefit, each of your children then insured under this plan, who on the date of the accident is either enrolled as a full-time student at a level beyond high school or in high school and subsequently enrolls, within 365 days of that date, as a full-time student in an institution of higher learning, will be entitled to a special education benefit.

This benefit will reimburse all reasonable and necessary expenses for tuition and related costs while the child is enrolled as a full-time student at a level beyond high school without any interruption greater than the normal school vacation, up to 5% of the death benefit paid but not exceeding \$5,000 each year (maximum of 4 years).

If none of your children satisfy the above requirements, an amount of \$2,500 will be paid to your beneficiary.

Spousal Retraining

If you die as a result of an accident and **as** a consequence your beneficiary is entitled to payment under this benefit, reimbursement will be made, up to a maximum of \$10,000, for any reasonable and necessary expenses incurred by your dependent spouse attending a formal occupational training programme, within 3 years of the accident, in order to qualify for a job for which your spouse lacked training.

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Losses Not Covered

Losses resulting directly or indirectly, solely or partly from

- a) suicide, or intentionally self-inflicted injury, while sane or insane;
- b) war (declared or not), military service, or participation in a riot, insurrection or civil commotion;
- c) air travel while you are serving as a crew member;
- d) air travel in an aircraft not properly licensed or being used for training, practice, experiment or test purposes; or
- e) committing or attempting to commit a criminal offence.

Exclusions

Under "Rehabilitation", "Family Transportation", "Special Education" and "Spousal Retraining", no reimbursement will be made for room and board, or other ordinary living, travelling or clothing expenses.

How to Claim Benefits

Claim forms are available from your employer.

In the event of accidental death, written proof of the occurrence, cause and circumstances of the death will be required.

In the event of any other accidental loss, written notice of a claim must be submitted to Imperial Life within 30 days and written proof within 90 days of the date of your accident.

**OPTIONAL ACCIDENTAL DEATH AND
DISMEMBERMENT BENEFIT**

This benefit pays for any **loss** described below resulting within **365** days of an accident causing bodily injuries. The accident must occur while the individual is insured and the bodily injury sustained must be the direct result of the accident, independent of all other causes. Payment is equal to the following percentage of the amount shown in the Benefit Schedule.

<u>Loss of</u>	<u>Percentage of Amount</u>
Life	100%
Speech and hearing in both ears	100%
Speech	66 2/3%
Hearing in both ears	66 2/3%
Hearing in one ear	33 1/3%
All toes of one foot	25%
<u>Loss of or Loss of Use of</u>	
Both hands	100%
Both feet	100%
Entire sight of both eyes	100%
One hand and one foot	100%
One hand and the entire sight of one eye	100%
One foot and the entire sight of one eye	100%
One arm	75%
One leg	75%
One hand	66 2/3%
One foot	66 2/3%
Entire sight of one eye	66 2/3%
At least four fingers of one hand	33 1/3%
Thumb and index finger of one hand	33 1/3%
Quadriplegia	200%
Hemiplegia	200%
Paraplegia	200%

OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

In the event of **loss** of life, the benefit will be paid to the named beneficiary. In the event of any other loss, the benefit will be paid to you.

Loss of hand or foot means complete severance at or above the wrist or ankle joint but below the elbow joint or knee. **Loss** of arm or leg means complete severance at or above the elbow or knee joint. Loss of thumb means complete **loss** of one entire phalanx of the thumb. **Loss** of finger means complete **loss** of two entire phalanges of the finger.

Loss of sight, hearing or speech means complete and irrecoverable **loss** of sight, hearing or speech. A licensed physician (certified by the Royal College of Physicians and Surgeons of Canada) must certify that the loss is complete and irrecoverable.

Hemiplegia means total, irrecoverable and permanent paralysis of upper and lower limbs on the same side of the body; Paraplegia, of both lower limbs; Quadriplegia, of both upper and lower limbs.

Loss of use means complete and irrecoverable loss of use of a limb provided such loss has continued for 12 months.

Limitations

For all losses an individual sustains as a result of any one accident, the maximum payable will not exceed

- a) with the exception of quadriplegia, paraplegia and hemiplegia, 100% of the individual's insured amount at the time of the accident, and
- b) with respect to quadriplegia, paraplegia and hemiplegia, 200% of the individual's insured amount at the time of the accident, or 100% if the individual dies within 90 days of that accident.

The overall total benefit payable for all **losses** suffered as a result of an accident to any one aircraft is \$1,000,000. If any individual insured under this benefit, together with other insured individuals, is involved in such an accident and the resulting claims exceed the limit, the amounts payable to these individuals will be proportionally reduced for an equitable distribution.

OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Common Disaster

If you and your spouse both die in a common accident or in 2 separate accidents occurring within the same 24 hour period, and as a result amounts are payable under this benefit, your spouse's amount of coverage will be increased to the same level as yours, subject to an overall total for you and your spouse of \$600,000.

Total Disability

If you become totally disabled, your Optional Accidental Death & Dismemberment coverage will remain in force and your premiums will be waived, as long as the premiums for your Employee Life Insurance are waived, but not beyond the date you receive payment for any loss under this benefit, you attain age 65, or this benefit terminates.

Disappearance and Exposure

If, while insured, an individual disappears as a result of an accident involving the sinking or disappearance of a conveyance he was riding in and his body is not found within 365 days of that accident, it will be presumed, subject to no evidence to the contrary, that the individual died as a result of that accident and a benefit will be payable.

If, while insured, an individual is unavoidably exposed to the elements as a result of an accident and as a result of the exposure he suffers an insurable loss, the applicable benefit will be payable for that loss.

Family Transportation

If a dependent suffers a loss insured under this benefit, and as a result is under the care of a physician, and confined as an inpatient in a hospital located more than 150 km. from his normal residence, any reasonable expenses incurred by the dependent's immediate family members (age 18 and over) for travelling to him by the most direct route and for hotel accommodation, will be reimbursed up to a lifetime maximum of \$1,000 for all these expenses. Private transportation expenses are limited to \$0.20 per kilometer travelled.

Family members include your spouse, children, parents, brother or sister, and your in-laws (parents, brother, sister, daughter or son).

OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Repatriation

If a dependent dies as a result of an accident at least 50 kilometers from his normal residence and as a consequence his beneficiary is entitled to payment under this benefit, reimbursement will be made, up to a maximum of \$10,000, for all customary and reasonable expenses incurred for the preparation, burial or cremation and transportation of the deceased's body from the place of the accident back to the deceased's home in Canada.

Seat Belt

If you, or your dependent, is driving or riding in a vehicle and wearing a properly fastened seat belt at the time of an accident, and as a consequence sustain a loss that is payable under this benefit, the amount payable will be increased by 10%.

For the increase to be applied, the driver of the vehicle must hold a current and valid driver's license and must not be intoxicated or under the influence of drugs, unless the drugs are taken as prescribed by a physician, at the time of the accident.

Losses Not Covered

Losses resulting directly or indirectly, solely or partly from

- a) suicide, or intentionally self-inflicted injury, while sane or insane;
- b) war (declared or not), military service, or participation in a riot, insurrection or civil commotion;
- c) air travel while you are serving as a crew member;
- d) air travel in an aircraft not properly licensed or being used for training, practice, experiment or test purposes; or
- e) committing or attempting to commit a criminal offence.

How to Claim Benefits

Claim forms are available from your employer.

In the event of accidental death, written proof of the occurrence, cause and circumstances of the death will be required.

In the event of any other accidental loss, written notice of a claim must be submitted to Imperial Life within 30 days and written proof within 90 days of the date of your accident.

EXTENDED HEALTH CARE BENEFIT

The benefit helps pay the cost of eligible medical and hospital expenses incurred by you and your insured family members. You will be reimbursed for eligible expenses, not covered by your Provincial Medicare Plan, subject to any deductible and percentage reimbursed that is shown in the Benefit Schedule.

Payment will be made for those eligible expenses which are

- a) reasonable and necessary and
- b) incurred on the prior recommendation of a legally qualified physician except where otherwise indicated.

Deductible

The deductible amount, if shown in the Benefit Schedule, is the total amount of eligible expenses you must absorb in any calendar year before you are reimbursed under this plan.

Percentage Reimbursed

The percentage reimbursed that is shown in the Benefit Schedule is the portion of the eligible expenses that will be reimbursed after the deductible, if any, is satisfied.

Co-ordination of Benefits

If you and your family are covered under this health plan and your spouse's health plan, the benefits payable under this plan will be co-ordinated so that the total amount you receive from both plans will not exceed 100% of the actual expense incurred.

EXTENDED HEALTH CARE BENEFIT

Eligible Expenses (In Province)

The following are the eligible expenses provided in the province you normally reside in.

Hospital - while in a hospital as an in-patient, the difference in cost between ward and the level of accommodation shown in the Benefit Schedule, plus meals.

Drugs

- a) any generic drugs as listed in the most current Provincial Government Drug Formulary or any non-substitutable drugs dispensed by a licensed pharmacist, physician, or dentist, which can only be obtained by a written prescription from a physician or dentist for an illness or injury,
- b) injectable drugs, serums and vaccines prescribed by a physician for preventing or treating an illness,
- c) disposable needles, syringes, lancets and chemical reagent testing materials used for monitoring diabetes,
- d) drugs in the following categories bearing a Drug Identification Number:
Antimalarials, fibrinolytics, fluorides (single entity), nitroglycerin, potassium replacements, single entity iron salts, thyroid agents, topical enzymatic debriding agents,
- e) oral contraceptives prescribed by a physician and intra-uterine devices.

However, proprietary or patent medicines, experimental drugs, drugs used in the treatment of infertility (but may be provided under the Other Eligible Expenses section), dietary or health foods, vitamins, nutritional products, smoking cessation aids (which include, but are not limited to, nicotine patches and nicotine gum) and charges for the administration of drugs, serums or vaccines are not included.

Eligible expenses will be limited to a 100 day supply per purchase, and will be subject to the co-payment amount, if any, shown in the Benefit Schedule.

Residents of B.C./Sask./Man.:

In addition, eligible expenses will be limited to the deductible amount and co-insurance you are required to pay under your provincial drug plan.

EXTENDED HEALTH CARE BENEFIT

Eligible Expenses (In Province)

Nursing Care - out-of-hospital nursing care (not custodial care) provided by a registered nurse or a licensed practical nurse or a registered nursing assistant none of whom is related by blood or marriage or normally live with you or any of your dependents - to the maximum shown in the Benefit Schedule.

Ambulance -

- a) a licensed ground ambulance used to transport an individual because of emergency or in-patient treatment i) from the place where the accident or sickness occurs to the nearest hospital where adequate medical treatment is available, ii) from one hospital to another, or iii) from a hospital to the individual's residence,
- b) emergency transportation by a licensed air ambulance to the nearest hospital where adequate treatment is available or to another hospital when certified as essential by the attending physician.

Medical Equipment -

- a) purchase (not repair) of a spinal brace or artificial limb or eye provided the loss of the limb or eye occurs while the individual is insured under this benefit; replacement is included when required due to physiological change,
- b) purchase or rental (not repair or replacement) of a brace for a limb, a truss, or crutch,
- c) rental or, at the discretion of Imperial Life, purchase of a wheelchair, hospital bed or iron lung,
- d) purchase of colostomy, ileostomy or urethrostomy supplies,
- e) purchase of one glucometer on the written recommendation of a physician,
- f) purchase of reagent strips,
- g) purchase of a breast prosthesis when required after a mastectomy that is performed while the individual is insured under this benefit - to a maximum of \$400 per individual every 60 months,
- h) purchase of two surgical brassieres each calendar year when required because of a total or radical mastectomy.

EXTENDED HEALTH CARE BENEFIT

Eligible Expenses (In Province) cont'd

Paramedical Practitioners - to the maximum shown in the Benefit Schedule for each type of practitioner listed below provided the practitioner is operating within the scope of his license:

- a) services of a licensed clinical psychologist, chiropractor, naturopath, osteopath, podiatrist, or chiropodist whether or not the prior recommendation of a physician has been obtained, and including one X-ray per practitioner each calendar year as ordered by the practitioner,
- b) services of a registered masseur or licensed speech therapist,
- c) services of a licensed physiotherapist who is not related by blood or marriage and does not live with you or any of your dependents,
- d) services of a duly qualified acupuncturist who is specifically the one recommended by a physician,

Convalescent/Rehabilitation Hospital - semi-private accommodation and meals in a licensed convalescent or rehabilitation hospital provided the individual was admitted within 14 days following a period as an in-patient in a hospital - to a maximum \$30 per day for up to 180 days of confinement for all periods of treatment of an illness due to the same or related causes.

Orthopedic Supplies -

- a) purchase (not repair) each calendar year of one pair of orthopedic shoes specifically designed for the individual and purchased from a recognized orthopedic supplier; this does not include off-the-shelf shoes that are regular stock,
- b) purchase of an orthosis or arch support - to a maximum of \$200 per individual each calendar year,
- c) purchase of two pairs of surgical stockings per individual each calendar year.

Hearing Aids - purchase (not repair) of hearing aids on the written prescription of a licensed otolaryngologist - to the maximum shown in the Benefit Schedule.

Eye Examinations - eye examinations (including eye refractions) performed by an ophthalmologist or licensed optometrist - to a maximum of \$35 per individual, once in any 24 month period (12 month period for a dependent child).

EXTENDED HEALTH CARE BENEFIT

Eligible Expenses (In Province) cont'd

Dental Treatment Due to an Accident - services of a dentist to repair or replace sound natural teeth because of an accidental blow to the mouth while the individual was insured under this Benefit but not by an object wittingly or unwittingly placed in the mouth. Treatment must start or a detailed treatment plan, satisfactory to Imperial Life, must be submitted within 90 days of the injury. No reimbursement will be provided for treatment performed more than 2 years after the date of the accident.

Other Eligible Expenses -

- a) oxygen, plasma, blood or blood substitutes and their administration,
- b) X-ray and diagnostic laboratory procedures and X-ray or radium therapy; such procedures do not include services received while hospitalized,
- c) charges resulting from any and all medical treatment, including drugs, directly referable to infertility - to a maximum of \$500 per individual each calendar year,
- d) purchase of wigs required as a result of chemotherapy - to a lifetime maximum of \$100 per individual.

Eligible Expenses (Outside **Province/Outside** Canada)

The following eligible expenses are limited to reasonable and customary charges for the area of treatment and are for amounts in excess of the amounts reimbursed by your provincial health plan.

Outside Province - Emergency -

While you are temporarily outside your normal province of residence, in the event of an emergency, the following will be considered eligible expenses:

- a) hospital services and semi-private accommodation in a hospital,
- b) services of a physician,
- c) all other eligible expenses (except Hospital) included in In Province above.

EXTENDED HEALTH CARE BENEFIT

Eligible Expenses (Outside Province/Outside Canada) Cont'd

Outside Province - On Referral -

Any service or treatment listed under "Outside Province -Emergency" that is received outside your normal province of residence as a result of a referral by a legally qualified physician, will be considered an eligible expense provided that

- a) the service or treatment is not performed in your home province,
- b) you obtain prior authorization from both your employer and Imperial Life and a written report from a physician in your home province and,
- c) your provincial health plan participates in the reimbursement of the eligible expense.

Eligible expenses under On Referral will be limited to the percentage reimbursed and the maximum shown in the Benefit Schedule.

Voyage Assistance (Outside Canada)

In the event of a medical emergency while travelling outside Canada, Voyage Assistance will provide individuals insured under the Extended Health Care Benefit, with on-the-spot medical and financial assistance. Please refer to your Voyage Assistance information brochure for specifics.

Expenses Not Covered

- a) Expenses for services or treatment which a government health plan prohibits being paid, except to the extent it permits excess reimbursement.
- b) Dental treatment except as provided above.
- c) Cosmetic treatment unless due to an accidental bodily injury sustained while insured under this benefit.
- d) Expenses for service, treatment or supplies which are experimental in nature.
- e) Drugs, hormones, products and injections for the treatment of obesity.
- f) Expenses incurred as a result of intentionally self-inflicted injuries (while sane or insane) or as a result of committing or attempting to commit a criminal offence (excluding an impaired driving charge).
- g) Expenses for services or treatment that are payable by Workers' Compensation (or similar legislation) or any government plan, or that are received without charge.

EXTENDED HEALTH CARE BENEFIT

Expenses Not Covered Cont'd

- h) Expenses for treatment required as a result of war (declared or not), military service or participation in a riot, insurrection or civil commotion.

Benefit Extension After Termination

If on the day your insurance terminates for any reason other than Benefit termination, you are totally disabled (unable to do any work) or any of your insured dependents is confined in a hospital, coverage under this benefit will be continued for the incapacitated individual for the duration of the disability or hospitalization, up to a maximum period of 90 days provided the Extended Health Care Benefit does not terminate.

How to Claim Benefits

Claim forms are available from your employer and should be submitted to Imperial Life within 120 days of the date the expense was incurred. Make sure all your receipts indicate the patient's name, date of service, nature of treatment and charge.

If you are required to satisfy a deductible, it is recommended you save your receipts until the deductible amount is exceeded.

Your prescription drug coverage is handled through a pay-direct drug program. You will have received a Shared Health Network Services (SHNS) identification card. To fill a prescription, present it plus your identification card to the pharmacist in any participating pharmacy displaying the SHNS sign and pay the required co-payment amount, if any, shown in the Benefit Schedule.

If you are unable to locate a participating pharmacy, it will be necessary for you to pay the cost of the prescription. To receive reimbursement, submit the receipt plus a claim form (available from your employer) to SHNS at the address indicated on your claim form and SHNS will reimburse you.

DENTAL CARE BENEFIT

This benefit helps with the cost of certain eligible dental expenses incurred by you or your insured dependents. To qualify as an eligible expense, the dental treatment must be recommended by a dentist and performed by either a dentist, a dental hygienist under the supervision of a dentist or a licensed denturist operating within the scope of his license.

Reimbursement will not exceed the suggested fees in the Dental Association Fee Guide for General Practitioners that is identified in the Benefit Schedule.

Deductible

The deductible amount, if shown in the Benefit Schedule, is the total amount of eligible expenses you must absorb in any calendar year before you are reimbursed under this plan.

Percentage Reimbursed

The percentage reimbursed that is shown in the Benefit Schedule is the portion of the eligible expenses that will be reimbursed after the deductible, if any, is satisfied.

Alternative Treatment

When there are two or more courses of dental treatment available to adequately correct a dental condition, this dental plan will provide reimbursement for the treatment which incurs the lowest cost consistent with good dental care.

Lab Fees

Reimbursement of lab fees will be limited to the reasonable and customary charge in the area of service up to a maximum of 60% of the suggested fee in the above mentioned fee guide for the particular dental treatment requiring the lab services.

DENTAL CARE BENEFIT

Pre-Determination of Benefit

If the total cost of any proposed treatment is expected to exceed \$500, it is suggested you submit to Imperial Life a detailed treatment plan that outlines the type and anticipated dates of treatment and the proposed charges. Imperial Life will then advise you of the amount for which you will be reimbursed. If you change dentists at any point during the course of treatment, a new treatment plan will be required for re-assessment.

Co-ordination of Benefits

If you and your family are covered under this dental plan and your spouse's dental plan, the benefits payable under this plan will be co-ordinated so that the total amount you receive from both plans will not exceed 100% of the actual expense incurred.

Travelling Outside Canada

Reimbursement will be provided for emergency dental treatment rendered while travelling outside Canada but only to the extent that you would have been reimbursed had this treatment been rendered in the province where you normally reside.

DENTAL CARE BENEFIT

Eligible penses

Basic and Preventative Treatment excluding any services that are primarily for orthodontic treatment

- complete oral examinations - one in any 24 month period.
- recall oral examinations - one in any 3 month period.
- emergency or specific oral examinations.
- complete series of periapical films and 1 panoramic film - each limited to one in any 24 month period.
- bitewing films and X-rays to diagnose a symptom or examine progress of a particular course of treatment other than temporomandibular joint film.
- laboratory examinations and unmounted diagnostic casts other than duplicates.
- consultation with another Dentist.
- house or hospital call and after-hours office visit.
- prophylaxis (light scaling and polishing) - once in any 6 month period.
- topical application of fluoride and anti-cariogenic substances - once in any 6 month period.
- pit and fissure sealants.
- space maintainers for missing primary teeth and mouthguards.
- temporary dressing for the emergency relief of pain.
- occlusal equilibration.
- amalgam, acrylic, silicate or composite restorations (fillings) other than prefabricated veneer application
- retentative pins.
- preformed stainless steel and polycarbonate crowns.
- uncomplicated removal of erupted teeth and the surgical removal of impacted teeth and residual roots.
- repair, rebasing and relining of partial or complete dentures, not including the replacement of teeth on a denture.
- Repair of fixed bridgework.
- Anaesthesia required in relation to dental surgery.

DENTAL CARE BENEFIT

Eligible Expenses (cont'd)

Endodontics, Periodontics, Oral Surgery

- Endodontics - treatment of disease of the pulp chamber and pulp canals (root canal therapy).
Please note that with respect to root canal therapy, the date of your final treatment will be considered the date that expense was incurred.
- Periodontics - treatment of the soft tissues (gums) and bone supporting the teeth.
- Oral Surgery other than the removal of erupted or impacted teeth or residual roots.

DENTAL CARE BENEFIT

Eligible Expenses (cont'd)

Major Restorative Treatment

- Metal inlay/onlay restorations.
- Retentive pins in Inlays and Crowns.
- Crowns (single restorations only), other than preformed stainless steel and polycarbonate crowns, for a tooth that is broken by caries or traumatic injury and cannot be filled by amalgam or composite. Replacement of an existing crown is included if such crown is at least 4 years old.
- Prosthodontic Appliances (e.g. fixed bridgework, removable partial or complete dentures), other than dentures with precision or stress breaker attachments or precision attachments and telescoping crown unit for fixed bridgework, as follows:
 - a) construction and insertion of an initial permanent prosthodontic appliance if such appliance was necessary because of the extraction of at least one natural tooth while insured under this benefit;
 - b) replacement of an existing prosthodontic appliance with a permanent prosthodontic appliance
 - i) if such appliance was necessary because of the extraction of at least one natural tooth while insured under this benefit; or
 - ii) if the existing appliance is at least 5 years old, or
 - iii) if the existing appliance is temporary and being replaced by a permanent appliance within 12 months of the date the temporary one was installed;
 - c) denture adjustments with minor adjustments limited to once in a six month period.

Please note that with respect to a bridge, crown or denture the date of insertion of such appliance will be considered to have been the date that expense was incurred.

DENTAL CARE BENEFIT

Expenses Not Covered

- a) Cosmetic dental treatment when the form and function of the teeth are satisfactory and no pathological condition exists.
- b) Expenses incurred for nutritional counselling, oral hygiene and dental plaque control.
- c) Dental treatment rendered for full mouth reconstructions, for vertical dimension correction, for the restoration of occlusion, for the correction of temporomandibular joint dysfunction or for permanent splinting of teeth.
- d) Expenses incurred for broken appointments, for completion of claim forms or for advice by telephone.
- e) Expenses for replacement of lost, mislaid or stolen dentures or appliances.
- f) Dental treatment not yet approved by the Canadian Dental Association or clearly experimental in nature.
- g) Dental services and supplies not included in the list of eligible expenses.
- h) Expenses incurred as a result of intentionally self-inflicted injuries (while sane or insane) or as a result of committing or attempting to commit a criminal offence (excluding an impaired driving offence).
- i) Expenses for services or treatment that are payable by Workers' Compensation (or similar legislation) or any government plan, or that are received without charge or a government health plan prohibits being paid.
- j) Expenses for treatment required as a result of war (declared or not) military service, or participation in a riot, insurrection or civil commotion.

DENTAL CARE BENEFIT

Benefit. or Termination

No benefits are payable for dental expenses incurred after the date your coverage under this benefit terminates. This would apply even if you had submitted a detailed treatment plan and Imperial Life had advised you of the amount of eligible reimbursement.

How To Claim Benefits

Since your dentist will be required to complete a section of your claim form, you should obtain it beforehand and take it with you to the dentist's office.

Claim forms are available from your employer and should be submitted to Imperial Life within 120 days of the date the expense was incurred.