

COLLECTIVE AGREEMENT

Between

KOOTENAY MOBILE SERVICES LTD.

- and -

**UNITED STEELWORKERS OF AMERICA,
LOCAL 9705**

April 15, 2001 – April 14, 2005

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ARTICLE 1 PURPOSE OF AGREEMENT**1.01 Intent of Parties**

The purpose of this Agreement is to promote and maintain a harmonious relationship between the Company and its Employees, to set forth herein the working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement, and to provide an amicable and equitable method of settling grievances or differences which may arise.

1.02 Non-Discrimination

The provisions contained herein will apply to all Employees covered by this Agreement without discrimination on account of race, colour, creed, sex, national origin, membership in the Union or any activity on behalf of and/or holding office in the Union. The Parties also subscribe to and support the provisions of the Human Rights Code of British Columbia.

1.03 Singular and Plural/Gender

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and whenever the singular is used, it shall be deemed to include the plural and vice versa.

ARTICLE 2 SCOPE OF AGREEMENT**2.01 Scope**

This Agreement covers all Employees of Kootenay Mobile Services Ltd. performing work at or for the Employer in the Province of British Columbia, except those persons excluded by the Labour Relations Code of British Columbia.

ARTICLE 3 MANAGEMENT RIGHTS**3.01 Management Rights**

(a) Subject to the terms of this Agreement, the Company shall remain vested with the exclusive control of management and operation of the Company and with the direction and supervision of the working force, including its right to hire, suspend, discipline, or discharge Employees for just cause, or to transfer to new duties, or to lay off Employees because of lack of work or for other legitimate reasons, or to schedule its operations, or to extend, limit, curtail, or re-schedule its operations when in its sole discretion it may deem it advisable to do so.

(b) It is expressly understood that all rights not specifically covered by this Agreement shall remain the right of the Company and nothing in this Agreement shall be construed as limiting the regular and customary rights of the Company, and that due to the nature of the business, all Employees will be temporary.

(c) In the event that the Union claims Management has exercised its rights in a discriminatory, arbitrary, or unjust manner then such claim shall be considered a grievance, and shall be considered a grievance, and shall be dealt with in accordance with the terms of the Grievance Procedure as contained in this Agreement.

3.02 Rules and Regulations

The Company may make and alter rules and regulations governing the work environment and conduct of Employees, however, such rules and regulations shall not be inconsistent with the terms of this Agreement. The Company shall notify, in writing, the Employees and the Union Staff Representative of any new or changed rules or regulations and the date they are to take effect.

3.03 Disciplinary Action

The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of his/her record. The record of any disciplinary action shall not be referred to or used against him/her at any time after eight hundred (800) hours worked, following such action. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered to be an admission that such discipline was justified.

ARTICLE 4 UNION SECURITY AND CHECK-OFF

4.01 Bargaining Recognition

(a) The Company recognizes the Union as the sole and exclusive bargaining agent for all Employees as defined in Article 2.02 of this Agreement.

(b) The Company also recognizes that it is not the function of persons not in the bargaining unit to perform work that is normally performed by Employees in the bargaining unit where qualified Employees are available to perform such work. This provision shall not restrict the Company's ability to instruct, train or ensure the safe and proper operation of equipment to perform such functions in emergency situations and to operate test programs. Where a management person is specifically requested by a customer to perform bargaining unit work, and where such work can be financially justified, the Company and the Union may mutually agree to the terms under which such work may proceed.

4.02 Authorization for Union Dues

All Employees covered by this Agreement shall, as a condition of continued employment shall become members of the Union and be required to sign an authorization for the deduction of a sum equivalent to the Union dues.

4.03 Union Dues

(a) The Company agrees to deduct from the wages of each employee the amount of the union dues, as established by the union from time to time, assessments and fines and shall remit such dues, assessments and fines to the Union monthly, together with information as to the persons from whose pay such deductions have been made. All such deductions shall be remitted to the Union by the 15th day of the month following the month in which such deductions were made.

(b) The Union shall advise the Company, in writing, of the amount of Union dues to be deducted from Employees and the frequency of such deductions.

4.04 Shop Stewards

The Union shall elect or designate a reasonable number of Shop Stewards who shall be recognized by the Company provided the Union advised the Company, in writing, of such appointments. Shop Stewards shall not be unreasonably denied time to conduct Union business and shall not lose any pay for conducting union business on Company time.

4.05 Company Indemnification

The Union shall indemnify the Company and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any provision of this Article.

4.06 Collective Agreement Distribution

The Company agrees to supply each employee with one copy of this Agreement upon receipt from the Union of the C.B.A. on a computer disc.

4.07 Bargaining Unit Work

A management person shall only perform bargaining unit work if no employee suffers a loss of pay or hours in his scheduled shift, or is not recalled as a result.

ARTICLE 5 WORK STOPPAGES

5.01 No Strike

The Union agrees that neither the Union, its officers, representatives, or members shall authorize, encourage or participate in any strike, work stoppage, walk-out, slow-down, or any act of a similar nature which would in any way interfere with, limit, or impede the operation of the Company during the term of this Agreement.

5.02 No Lockout

The Company agrees that there shall be no lockout of Employees during the term of this Agreement.

ARTICLE 6 GRIEVANCE AND ARBITRATION

6.01 Purpose

It is the purpose and intent of this Article, which shall be available to both the Union and the Company, to provide for the equitable adjustment of grievances. Should any differences arise between the Company and the Union as to the interpretation or application of the provisions of this Agreement or as to any questions relating to the wages, hours of work or other conditions of employment of any Employee, the matter in dispute shall be dealt with in accordance with the provisions of this Article.

6.02 Grievance Procedure

All Employee grievances shall be submitted in writing to the appropriate representative of the Company within thirty (30) calendar days of the event giving rise to the grievance or from the time the Employee should reasonably have known of the occurrence giving rise to the grievance, and such grievance shall be processed in accordance with the following:

Step 1:

The Representative shall meet with the grieving Employee, and if requested, the Employees Shop Steward, within seven (7) calendar days of receipt of the grievance in an attempt to resolve the matter in dispute. The Representative shall record the facts presented, investigate the matter in dispute and respond to the Employee, in writing, with a copy to the Union, within five (5) working days from the date of the meeting.

Step 2:

(a) Within seven (7) calendar days from the time settlement could have been made in the previous step, the Shop Steward and the Employee may present the grievance in writing to the Owner(s) of the Company. The Owner(s) of the Company shall investigate the matter in dispute and provide a written answer to the Shop Steward and the Employee within seven (7) calendar days from the date of the meeting.

(b) If the grievance is not satisfactorily resolved at this Step in the procedure, the matter may proceed in accordance with the Arbitration Procedure contained in this Article. The time limits set forth in this grievance procedure shall be strictly adhered to.

6.03 Arbitration Procedure

Within thirty (30) days of the written response to the grievance in Step 2, if the matter is not satisfactorily resolved, either Party may refer the matter to Arbitration by giving the other Party notice in writing of its intent to proceed to Arbitration in accordance with the following:

(a) Selection of Arbitrator

Within fourteen (14) working days from receipt of the written notice of intent to proceed to Arbitration, the Parties shall select in order of rotation, a single arbitrator from the list below to hear the matter in dispute.

- i) Joan Gordon
- ii) Ron Keras

(b) Jurisdiction of Arbitrator

The Arbitrator shall have the jurisdiction to deal with the matter in dispute and to render a decision that is final and binding on all Parties concerned, however, the Arbitrator shall not have the authority to alter, modify or amend the terms and conditions of this Agreement.

(c) Decision of the Arbitrator

The Arbitrator shall hear the matter in dispute and shall render his decision within thirty (30) calendar days of the conclusion of the hearing.

(d) Expenses of the Arbitrator

The Parties shall equally share the expenses and fees of the Arbitrator. The Parties shall each bear the expenses incurred with respect to its own presentation, preparation and witnesses.

6.04 Policy Grievances

(a) In the event that any differences arise between the Union and the Company as to the meaning and/or application of the provisions of this Agreement or as to any questions relating to the wages, hours of work, or other conditions of employment of any Employee, the Union, or the Company shall have the right to present a Policy grievance.

(b) Policy grievances must be presented to the other Party within seven (7) calendar days of the alleged incident that initiated the difference, or from the time the Party should reasonably have known of the occurrence giving rise to the grievance.

(c) The Company and the Union shall meet within fourteen (14) calendar days after the presentation of the Policy Grievance in an attempt to resolve the dispute. If the Parties fail to resolve the matter through this process, either Party may submit the grievance to arbitration in accordance with the provisions of this Article.

6.05 Should it become necessary to discuss a matter with an employee which could result in

disciplinary action being taken, a Shop Steward will be present.

6.06 Arbitration Costs - Labour Relations Code

The Parties hereto may mutually agree to utilize Section 103 of the Labour Relations Code with respect to payment of costs incurred, related to the Arbitration process referred to in this Agreement.

ARTICLE 7 DISCIPLINE AND DISCHARGE

7.01 Just Cause

The Company shall only discipline, discharge, or terminate an Employee for just cause. The burden of proof of just cause shall rest with the Company.

7.02 Notice of Disciplinary Action

(a) Where a formal discipline meeting is to occur concerning any Employee, the Company shall advise the Union in advance and a Union Representative, other than the affected Employee, must be present to attend and participate in such meeting.

(b) The Company shall advise an Employee in writing of any disciplinary action to be taken and the reasons in full for such action. The Company shall also provide the Union with a copy of such disciplinary notice.

7.03 Right to Appeal

An Employee shall have the right to appeal any disciplinary action including, but not limited to suspension, discharge, or termination, in accordance with the Grievance and Arbitration Procedures contained in this Agreement.

7.04 Discipline Grievances

Where an Arbitrator finds that an Employee has been dismissed, suspended, terminated, or otherwise disciplined for other than just cause, the Arbitrator, the Labour Relations Board, or other body shall have the power to:

(a) Direct the Company to reinstate the Employee with full wages or salary and all other rights and entitlements under this Agreement; and

(b) Make such other order as it considers fair and reasonable, having regard to all of the circumstances and terms of this Agreement.

7.05 Notice of Layoff

The Company shall provide the Union and Employees with as much notice as is reasonably possible in the event of a layoff.

7.06 Recall from Layoff

(a) The Company shall provide laid off Employees with as much notice as possible in the event of return to work from a layoff.

ARTICLE 8 TECHNOLOGICAL CHANGE

8.01 Technological Change

Technological change for the purposes of this Article shall mean the automation, modification or replacement of machinery or equipment, or the mechanization or automation of duties which causes the displacement and/or layoff of an Employee(s).

8.02 Termination of Employment - Technological Change

In the event that after the application of seniority provisions contained in Article 8, Employees who elect to, or are terminated, as a direct result of the introduction of Technological change shall be entitled to and receive severance pay in accordance with the provisions of the Employment Standards Act.

ARTICLE 9 VACANCIES

9.01 Vacancies

The Company shall fill job vacancies on an as needed basis in accordance with the selection criteria contained in this Article.

9.02 Selection Criteria

The Company shall select Employees for job vacancies in accordance with the following criteria:

- (a) skill and ability to do the posted job;
- (b) Company will select from the Employee list created.

9.03 Notification of Upcoming Work

The Company shall notify the Employees as soon as reasonably possible of any upcoming work.

9.04 Notify Union in Writing

The Company shall notify the Union in writing of crews working and shall include:

- (a) names and seniority ranking of each employee;
- (b) expected duration of the job;
- (c) location and nature of the work.

ARTICLE 10 RATES OF PAY

10.01 Wage Scales

The Company agrees to pay Employees covered by this Agreement the rates of pay for work performed in accordance with the Schedule of Wages as contained in Appendix A attached to this Agreement.

10.02 New Classifications

(a) When the Company establishes a new job classification for which no wage rate is now established, the rate for such new classification shall be established by the Company.

(b) The Company will notify the Union in writing of the new classification and the rate established.

(c) In the event the Parties do not agree to the wage rate for the new classification, the matter shall be dealt with through the Grievance and Arbitration procedures contained in this Agreement.

10.03 Shift Differential

(a) Shift differentials will be paid for all hours worked on an Employees designated shift schedule in accordance with the following:

Monday to Friday	8 hours	no premium
Monday to Friday	over hours	double time
Saturday/Sunday	all hours	double time

10.04 Change of Job Classification

Where an Employee is required to work at more than one (1) job classification during any working day, such Employee shall be paid the highest classified rate at which two (2) or more hours are worked for all hours worked on any such day.

10.05 Payment of Wages

Employees will be paid no less frequently than bi-weekly by cheque or electronic deposit as determined by the employee.

ARTICLE 11 HOURS OF WORK AND OVERTIME

11.01 Daily and Weekly Hours of Work

The work week shall be Monday through Friday, based on eight (8) consecutive hours per day and forty (40) hours per week.

11.02 Eight (8) Hour Shifts

For the purposes of this Agreement, eight (8) hour shifts shall be based on a five (5) days on and two (2) days off schedule.

11.03 Lunch and Rest Breaks

- (a) Employees on an eight (8) hour schedule will have an unpaid lunch period of thirty (30) minutes to be taken during the 4th and 5th hours of any shift worked. In addition, such Employees shall receive one (1) additional paid rest break of fifteen (15) minutes to be taken at designated times during their shift.
- (b) Employees working a twelve (12) hour shift will receive overtime for those hours worked beyond the eight (8) hours and will receive an additional paid fifteen (15) minutes added to the afternoon break for a total of thirty (30) minutes.
- (c) The Company retains the right to schedule lunch and rest periods for all Employees, however, in no event shall an Employee be required to work in excess of five (5) hours without a rest break.
- (d) Employees required to work beyond eight (8) hours shall be entitled to a fifteen (15) minute paid break prior to starting their overtime hours.

11.04 Change of Shifts

- (a) Where the Company changes an Employees work schedule during a work period and the Employee is required to work in excess of the Employees normal workday of the previous schedule worked, or on the rest days of the previous schedule, the Employee shall be paid applicable overtime rates for such excess time worked. The new schedule will become the Employees regular schedule at the conclusion of the rest days of the previous schedule.
- (b) In the event an Employee is specifically requested to change shifts during his regular scheduled work week, the Company shall provide such Employee a minimum of twenty-four (24) hours notice of such change. In the event the required notice is not provided, the Company will pay the affected Employee at the rate of double time (2x) for all hours worked on the first shift of the changed schedule only. This section shall not apply in the case of an emergency, - an unforeseen circumstance that was not possible to predict.

11.05 Minimum Daily Pay

(a) An Employee who reports for and commences work on a regular assigned shift, who has not been notified to report for such shift, shall be guaranteed a minimum of four (4) hours pay, in addition to applicable travel time, at the Employees regular straight time rate of pay for actual hours worked, whichever is greater. This provision shall not apply where the Employee has been notified not to report for work and reports as usual.

(b) Minimum daily pay of two (2) hours and payment of travel time shall apply where work is not available due to circumstances beyond the control of the Company, including but not limited to, inclement weather, cancellation of the work by the Company=s customer, or acts of God.

11.06 Call-outs

Where an Employee is called out to work outside the Employees normal hours of work, such Employee shall receive a minimum of four (4) hours pay at double time or for actual hours worked whichever is greater. This provision shall not apply where an Employee is called out and reports for work prior to the Employees normal starting time and continues to work through the designated shift. In such cases, the Employee shall be paid for hours actually worked in advance of the normal starting time at the rate of double time (2x).

11.07 Overtime Rates

Overtime rates shall be at double time (2 x).

ARTICLE 12 GENERAL HOLIDAYS

12.01 General Holidays to be Observed

The following days will be observed:

- | | |
|---------------|------------------|
| New Years Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| B.C. Day | Boxing Day |

12.02 Observance of Holidays

The General Holidays referred to in the Article shall be observed on the same day(s) as the operation for whom the Company is performing work at the time the Holiday(s) occur, unless otherwise agreed by mutual agreement between the Parties.

12.03 Pay for General Holidays

(a) An Employee who works a General or Floating Holiday shall receive pay on the basis of the Employees regular straight time hourly rate of pay, exclusive of all premium pay, in accordance with the following:

(1) If an Employee is required to work on a General Holiday, such Employee shall be paid for actual hours worked on the Holiday at two and a half times (2.5X) the Employees regular rate of pay.

(2) An employee who is not scheduled to work on any of the above General Holidays will be paid as follows:

(i) An employee who has worked at least 15 of the 30 calendar days prior to a General Holiday is entitled to a regular days pay for the Holiday.

(ii) An employee who has worked irregular hours on at least 15 of the 30 days prior to a General Holiday is entitled to an average days pay for the Holiday. To calculate an average day's pay, divide the total wages earned in the 30 day period (excluding overtime) by the number of days worked.

(iii) An employee who has worked fewer than 15 of the 30 days prior to a General Holiday is entitled to pro-rated pay. Such pro-rated pay is calculated by dividing the total wages earned in the 30 day period (excluding overtime) by 15.

ARTICLE 13 BENEFITS

13.01 (a) The Employer shall pay two dollar (\$2.00) per hour in lieu of health and welfare benefits for all hours worked.

(b) Once an employee has completed his probationary period, the Employer shall contribute one dollar (\$1.00) per hour, retroactively, for all hours worked, excluding overtime, towards such employee's RRSP Plan of choice. Effective April 15, 2003, this shall increase to one dollar and fifty cents (\$1.50) per hour with a further increase effective April 15, 2004 to two dollars (\$2.00) per hour.

(c) The Employer shall make this contribution on January 15th of every year.

ARTICLE 14 LEAVE OF ABSENCE**14.01 Compassionate Leave**

Leave of absence on compassionate grounds will not be unreasonably withheld by the Company.

14.02 Union Business

The Company will grant leave of absence without pay to Employees who are:

(a) Appointed or elected to Union office except that not more than one (1) Employee at any one (1) time will be granted such leave;

(b) A minimum of one (1) weeks notice for such leave of absence will be given to the Company, except that the Company will not unreasonably withhold permission for such leave with less than one (1) weeks notice, provided the Union was not aware of the required leave one (1) week in advance.

14.03 Military Leave

An employee who requests a leave of absence under this Article will be granted such leave on a “without pay” basis. Such employee will not be denied work as a result of a pending leave. Seniority shall be retained, but not accrued while on such leave of absence. The employee shall provide written notice of his intent to commence this leave at least one week in advance if reasonably possible.

14.04 Return from Sick Leave

An employee who has booked off on sick leave will not be denied his right to return to his previous job immediately upon his recovery, provided such job is still in existence and his seniority permits. Such employee shall notify a management person, or the Office Administrator, of his intention to return no later than noon on the shift prior to his return to work.

ARTICLE 15 SAFETY**15.01 Accident Prevention Committee**

The Company shall maintain an Accident Prevention Committee comprised of representatives of the Company and the Union to be known as the Safety Committee.

15.02 Safety Committee Representation

The Employees shall select one (1) Employee to act on the Committee. The Union will notify the Company in writing as to the Employee selected. The Union shall also appoint one (1) member to the Committee.

15.03 Safety Committee Meetings

(a) The Safety Committee shall meet at the request of either Party. Where required, there shall be an inspection of the Company facilities.

(b) Copies of minutes of meetings will be forwarded to the Union office, Company=s office and the appropriate government agencies.

(c) The Company shall convene Safety Committee meetings at least once per shutdown.

The meeting shall take place at the end of each shutdown to discuss ways of improving safety conditions for the next shutdown.

15.04 Investigation of Accidents

The Safety Committee members shall be notified of and shall have the right to investigate all major accidents or serious occurrences in the Company=s operations. The Employee Safety Committee representative will be paid by the Company for all regular hours lost in investigating major accidents or serious occurrences while on shift and for inspection tours and meetings.

15.05 Safety Equipment

(a) The Company shall continue to supply free of charge such safety equipment as deemed necessary to ensure the protection of Employees.

(b) The Company shall continue the present practice of providing coveralls for maintenance Employees.

15.06 Adherence to WCB

The Company and Employees agree that they will adhere to all Workers Compensation Board Regulations and any safety rules and regulations of another company when working on outside jobs or other company premises.

15.07 Boot Allowance

Employees who work four hundred seventy five (475) hours or more in any calendar year shall receive one hundred dollars (\$100.00) annually for equipment allowance.

ARTICLE 16 LOCAL UNION DEVELOPMENT FUND

The Employer agrees to pay an amount equivalent to one-quarter of one percent (0.25%) of the employees straight time wages. These assignments will be forwarded by separate cheque to the Local Union office each pay period for the purpose of a Local Union Development Fund. Said funds are to be administered solely by the Local Union.

ARTICLE 17 SENIORITY

17.01 Definition of Seniority

Seniority shall be defined as the length of an employee's continuous or broken service with the Company within the bargaining unit.

17.02 Probation Period

New Employees shall be on probation for one (1) year or until such time as the employee has worked three hundred and sixty (360) hours, whichever occurs first.

17.03 Calculation of Seniority

On successful completion of the probation period referred to in this Article, the new Employee's seniority with the Company shall be calculated from his date of hire as all hours worked, excluding overtime. An employee's seniority shall be maintained, but not accumulated during a layoff as long as that layoff is less than eighteen (18) months as per Article 17.04(c).

17.04 Loss of Seniority

An Employee shall lose seniority standing for any of the following reasons:

- (a) If an Employee voluntarily quits;
- (b) If an Employee is discharged and not reinstated under the terms of the Collective Agreement;
- (c) If an Employee is laid off for a period in excess of twenty-four (24) months;
- (d) If an Employees absence is extended beyond an authorized vacation period or beyond a leave of absence granted by the Company;
- (e) If an Employee refused offered work with Kootenay Mobile Services Ltd. for three (3) consecutive recalls; refusals due to physical illness, injury or compassionate grounds shall not be considered in the administering of this Article. This Article shall not apply to recall for less that seven (7) days.

17.05 Layoff and Force Reduction

- (a) In the event of a layoff, the Employee(s) affected shall be laid off in inverse order of their Company seniority, provided the Employee(s) being retained in any job classification have the qualifications, skills and ability to perform the normal requirements of the job(s) available.

- (b) The determination of skill and ability shall be made by the Company in a fair and equitable manner. Any questions as to whether or not the Company made such determination fairly and equitably shall be subject to the Grievance Procedure contained in this Agreement.
- (c) The Company agrees that, in so far as is practicable, no new Employee shall be hired until those laid-off have been rehired, provided the Employee(s) laid off have the skill and ability to perform the work available.
- (d) This Article shall not apply for up to four (4) days if junior employees are required to finish the specific job on which they had been working, unless a more senior employee has received the necessary training. Such junior employees will not accumulate seniority during that period of time where a more senior employee with the necessary skill was available to do the work.
- (e) Before a tradesperson is laid off, if there is a vacancy in the classification of labourer or trades helper, he shall be offered such work provided, however, no employee in either of these classifications is displaced, laid off, or suffers a reduction in hours, or is not recalled or rehired from the Employer's existing labour pool as a result.

17.06 Recall from Layoff

- (a) Employee(s) who are laid off shall be recalled according to their seniority, starting with the most senior and moving down the seniority list, provided the Employee(s) have the skill and ability to perform the work available.
- (b) In exceptional circumstances, if the customer requests specific **employees** for a particular job, such name requests shall be placed in every fifth recall position (eg. Customer calling for ten workers recalls 1 - 4 would be by seniority and the 5th would be a name request.) Such name request employees shall not accumulate seniority while on that assignment for purposes of Articles 17.05(a) and 17.06(a).
- (c) If a customer requests an employee be excluded for a particular job, and such exclusion puts the employer in jeopardy of getting the contract for the work in question, the exclusion will be permitted.
- (d) An effected employee in (b) above shall be given preference, over all other employees, in his assignment to the next job provided the hours worked by that employee does not exceed the number of hours he could have worked in the aforementioned assignment in (b) above. Once these hours have been worked, he shall immediately fall under the terms of sub-section (a) above.

- (e) The Company shall provide laid off Employees with a much notice as possible in the event of return to work from a layoff.
- (f) An Employee who is recalled may decline such work in accordance with the following:
 - (i) If an employee declines to work, which the Employee is informed may be of less than ten (10) working days, the Employees subsequent right of recall to work expected to be of a longer duration shall not be jeopardized. The Company shall, however, be under no further obligation to recall such Employee to further temporary work, as defined in this subsection, unless the Employee notifies a Company Representative by registered letter of a subsequent availability for temporary work.
 - (ii) An Employee who has declined such work but subsequently informed the Company of availability for temporary work shall not be eligible for the original temporary work offered, unless the work originally offered exceeds ten (10) working days.
- (g) An up-to-date seniority list shall be posted monthly and will remain posted for a six (6) month period.

17.07 Designation of Lead Hand

The most senior employee with the necessary skill and ability shall be the designated Lead Hand on a project specific job with a crew size of two (2) or more employees. Irrespective of seniority, a Lead Hand will not carry his designation with him to a different job where another Lead Hand has been designated and working. It is understood, however, when a job primarily involves rigging, an Ironworker shall be designated as Lead Hand, and when a job primarily involves welding, a Welder shall be designated as Lead Hand.

17.08 Apprentices

The Employer agrees that the minimum ratio of apprentices to tradesmen for any job will be two (2) tradesmen per apprentice.

17.09 Maximizing Hours

- (a) The employer will do everything reasonably possible to assign shifts and maximize hours in order of seniority.
- (b) Subject to sub-section (c) below, employees will not be laid off or continue on layoff while employees with less seniority are working.
- (c) In exceptional circumstances, where a project ends while a different project at another job site continues, an employee may be laid off out-of-line of seniority if

one of the following circumstances prevails:

- (i) The customer requires an induction or some other form of training pertinent to that job site and the customer would object to a displacement because the more senior employee would require such training or induction;
- (ii) The less senior employee is a “name request” under Article 17.06(b) or the senior employee concerned is an “excluded” employee under Article 17.06(c) and the intent of these Sections are maintained.

In any event, following four (4) days of layoff, such employee will be recalled to a job at no less than his normal rate of pay and will be scheduled to no less than the maximum number of hours worked by that employee(s) that he would otherwise have been eligible to displace.

Upon request, the Employer shall provide proof to the Union to substantiate the legitimacy of the circumstances in Sub-section (i) or (ii) above, denying the right of the more senior employee to bump.

ARTICLE 18 LIVING OUT ALLOWANCE

18.01 Living Out Allowance

Before employees are assigned to work on an out-of town assignment (in excess of 80 kilometers outside of Trail BC), a Letter of Understanding will be signed between the parties defining the terms of the employees Living Out Allowance.

ARTICLE 19 GENERAL PROVISIONS

19.01 Meal Allowance

Employees working four (4) hours or more overtime will be entitled to a one-half (1/2) hour meal break and, at the employee’s option, be provided with a hot meal or with fifteen dollars (\$15.00) in lieu of a meal if reasonably possible.

19.02 Tools

The Company shall provide employees with the tools required to do the job. It is recognized, however, that there may be times when tools are lost, broken, or stolen. While employees will not be expected to pay for such tools, they will endeavour to ensure, to the extent reasonably possible, that any such incidents are infrequent.

19.03 Vacation Pay

Employees will be paid six percent (6%) vacation pay.

ARTICLE 20 DURATION

19.01 Duration

This Agreement shall be for the period from and including April 15, 2001 up to and including April 14, 2005. Thereafter, the Agreement shall continue in full force and effect until either party serves notice to commence collective bargaining as provided for in the Labour Relations Code.

IN WITNESS WHEREOF, the Parties have affixed their hands, through their respective officers on the day of August, 2002.

Signed on behalf of:

Kootenay Mobile Services Ltd.

**United Steelworkers of America,
Local 9705**

APPENDIX AA≅**WAGES**

Date	Trades	Apprentice 3rd/4th year	Apprentice 1st/2nd year	Trades Helper	Office Admin.	Labourer
April 15/01	\$25.75	21.00	19.75	20.25	20.00	19.25
April 15/02	\$26.27	21.42	20.15	20.66	20.40	19.64
April 15/03	\$26.66	21.74	20.45	20.97	20.71	19.93
April 15/04	\$27.46	22.39	21.06	21.60	21.33	20.53

- Lead Hand - \$1.50 over the trades rate.
- Foreman - \$2.50 over the trades rate.

Job Classification:

“Trades Helper” shall defined as “an employee who performs duties other than those normally performed by a labourer.”

Appendix "B"

	Class A	Class B	Class C
April 15, 2001	\$25.75	21.00	19.75
April 15, 2002	\$26.27	21.42	20.15
April 15, 2003	\$26.66	21.74	20.45
April 15, 2004	\$27.46	22.39	21.06

- New employees hired as Welders following the signing of the new Collective Agreement, shall be paid on the above Wage Schedule:
- All employees working as Welders prior to the signing of this Agreement shall be paid at the top of the Trades Rate as per Appendix "A" Wages.