

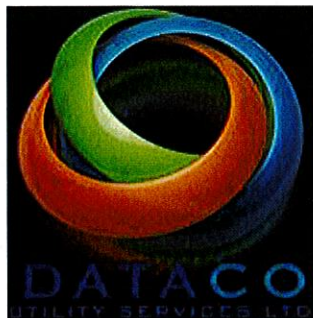
**COLLECTIVE AGREEMENT**

**BETWEEN THE**

**UNITED UTILITY WORKERS' ASSOCIATION  
OF CANADA**

**AND**

**DATA CO UTILITY SERVICES LTD.**



**JANUARY 1, 2016 to DECEMBER 31, 2019**

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## **ARTICLE 1 – RECOGNITION AND SCOPE**

- 1.1** Dataco Utility Services Ltd., Dataco Utility Services (Calgary) Ltd., Dataco Utility Services (Red Deer) Ltd., Dataco Utility Services (Lethbridge) Ltd., Dataco Utility Services (Billing Services) Ltd., Dataco Utility Services (Red Deer) Ltd., Dataco Utility Services (Drayton Valley/Edmonton) Ltd. (the Employer) recognizes the United Utility Workers' Association of Canada (the Association) as the exclusive bargaining agent for the employees covered by this Collective Agreement as described by Certificate Number 84-2004 of the Alberta Labour Relations Board.
- 1.2** The Employer agrees to furnish the Association with copies of directives, policies, or letters which affect the working conditions of the employees covered by this Agreement.
- 1.3** The Employer agrees to notify the Association in writing, within ten (10) working days of the name, position and location of each employee who resigns or is hired.
- 1.4** In the event that the Employer and the Association wish to alter any article or item during the term of this Agreement, the parties may, by mutual agreement, negotiate, draft and sign a Memorandum of Agreement.

## **ARTICLE 2 – DEFINITIONS**

- 2.1** "Association" and "United Utility Workers' Association" means the United Utility Workers' Association of Canada.
- 2.2** "Employer" and "Dataco" means Dataco Utility Services Ltd., Dataco Utility Services (Calgary) Ltd., and Dataco Utility Services (Red Deer) Ltd., and other entities listed in Article 1.1.
- 2.3** A "Permanent Full-time Employee" is an employee hired to fill a position that is of a continuing nature.
- 2.4** A "Permanent Part-Time Employee" is an employee hired to work 4 shifts or less in a bi-weekly period. No more than 5% of the workforce may be part-time without the approval of the Association which shall not be unreasonable withheld.
- 2.5** A "Temporary Employee" is an employee hired to cover the work of meter readers or service technicians who are on some type of leave, e.g. Maternity/Parental Leave. A Temporary employee may be employed for up to one (1) year. Temporary employees shall be paid an additional four percent (4%) of their basic rate of pay in lieu of vacation. Temporary



employees shall be supplied with a cell phone. Temporary employees shall be supplied with uniforms in Red Deer and Lethbridge. This definition does not apply to articles 12.1, 12.5, 12.6, 12.7, 12.8, 26.5 and LOU #3.

**2.6** a) For Lethbridge and Red Deer employees full-time employment means the equivalent of forty hours employment per week.

b) For Calgary area employees full employment means a period (more than 4 shifts in a bi-weekly period) where the employee is working the equivalent of full time hours with no cessation of work or downtime; which includes the annual Enmax Christmas shutdown, vacation, sick days, union business or other form of work slowdown.

This definition applies to Articles 10.5, 12.6, 12.8, 18.10 and any other clause that requires a definition regarding full time employment.

**2.7** For Calgary area employees only, the piece rate and the on-call rate paid for work performed is listed under Article 26.1(a). It is recognized that this piece rate and the on call rate includes two components:

1. The first component is recognized and agreed that 82% of the piece rate and the on call is for work performed.
2. The second component is recognized and agreed that 18% of the piece rate and the on call is cost reduction for vehicle expenses.

When calculating the payments under Articles 10.4, 11.1 and 12.8 the 18% will be deducted from earnings (which is a combination of points 1 and 2 above) in order to calculate the monies owing under these Articles.

**2.8 Additional Rates**

It is recognized that there may be circumstances where the employer may pay additional bonuses, rates or monetary compensation beyond the Collective Agreement. This will be done only with the agreement of the UUWA.

**2.9** Additional shifts are of a short-term nature in which the volume of work is insufficient to warrant a job posting, in accordance with 7.3.

**2.10** Work performed in other geographical locations within Alberta shall be subject to and paid in accordance with the terms and conditions set out in this collective agreement.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1 The Association recognizes that it is the function of the Employer to exercise the regular and customary functions of management and to direct the working forces of the Employer subject, however, to the terms of this agreement.

The Employer agrees that it will exercise its management rights and administer the collective agreement in a fair and reasonable manner.

### **ARTICLE 4 – ASSOCIATION MEMBERSHIP**

- 4.1 All Employees on the effective date of this agreement are members of the Association in good standing, and all Employees who thereafter become members, shall, as a condition of employment, remain members of the Association in good standing for the duration of this agreement.
- 4.2 UUWA Representatives will hold orientation sessions for all newly hired employees covered by this Collective Agreement. Designated UUWA Representatives shall be given sixty (60) minutes private time to conduct new member orientations, on the date of and following Dataco new employee orientations.

### **ARTICLE 5 – ASSOCIATION DUES**

- 5.1 All employees covered by this agreement shall pay Association dues to the Association as a condition of employment. The dues shall be established by the Association. The dues shall be remitted by the Employer to the Association within fifteen (15) calendar days following the deduction. When remitting the dues, the Employer shall provide the names, classification, and home addresses of the employees from whose pay such deductions have been made.

### **ARTICLE 6 – ASSOCIATION REPRESENTATIVES**

- 6.1 The Business Manager, or designated representative(s), shall have access to the employees during working hours for the purpose of observing working conditions and interviewing employees.
- 6.2 The Association shall notify the Employer in writing of the names of Association representatives. The Employer will recognize the



representatives and will not discriminate against them for lawful Association activity.

- 6.3** Association representatives may investigate and settle grievances, attend joint Employer and Association meetings or attend to other business of the Association pertaining to the affairs of the Employer during working hours for a reasonable length of time. Employees serving as President or Director or Unit Co-ordinator/Steward of the Association shall be allowed paid time, including necessary traveling time, to attend to the Business of the Association.
- 6.4** Employees shall be allowed time off to attend to other business of the Association, including necessary travelling time. The Association shall advise the Employer of the name(s) of the employee(s) and the time required. All time granted for this purpose shall be billed to the Association.
- 6.5** The Employer also agrees that the Association may have the assistance of such representatives as it may designate in any negotiations or discussions between representatives of the parties hereto.
- 6.6** Members of the Association Negotiating Committee shall receive their wages while traveling and attending a negotiation meeting with the Employer. Should negotiations extend into an employee's regular day off, equivalent time off will be allowed at a later date. If negotiations extend beyond normal daily working hours, additional or overtime payment shall not be paid.
- 6.7** Any paid time for Association business is not subject to 18% reduction for vehicle expenses.
- 6.8** A joint committee comprised of Management and Association representatives will meet twice a year to discuss the ongoing labour/management relationship. This is paid time for Dataco's UUWA representatives.

#### **ARTICLE 7 – SENIORITY**

- 7.1** Seniority is the accumulated length of continuous service in the employ of the Employer in a bargaining unit position or positions.
- 7.2** For the purpose of determining seniority and service, the bargaining unit is deemed to have always been in place.
- 7.3** Additional shifts shall be assigned by seniority.



- 7.4           a)     **Meter reading routes:**  
                  When a position is vacant, all routes included in the available position shall be assigned by seniority.
- b)     **Calgary reconnect and disconnect quadrants:**  
                  When a quadrant becomes available it shall be assigned by seniority.
- 7.5           a) Seniority status with the Employer shall be preserved no longer than one (1) year from commencement date of absence.
- b) In situations of LTD (long term disability), employees on LTD shall not lose seniority status nor will they accumulate seniority after an absence of one (1) year. Employee status shall be retained for a period of not more than two (2) years from the date of leave.

#### **ARTICLE 8 – PROBATIONARY PERIOD**

- 8.1           New employees shall serve a three (3) month probationary period. The employee may be dismissed during the probationary period at the discretion of the Employer if the employee has been unable to satisfactorily perform the job or if there is insufficient work available for that employee. Dismissal for insufficient work will not invoke Article 18. The probation period may be extended by mutual agreement between the Employer and the Association for a period of not more than two (2) months.

#### **ARTICLE 9 – HOURS OF WORK**

- 9.1           **Lethbridge & Red Deer**
- a) Eight (8) hours shall constitute a regular workday and five (5) days shall constitute a regular work week. The work week shall be Monday to Friday.
- b) Normal hours shall be from 8:00 am to 4:00 pm with 2 (two) hours designated as paid breaks. Routes shall be an average of six (6) hours.
- 9.2           In Lethbridge and Red Deer each meter reader shall be assigned one (1) route per day. At the discretion of the employer, if an employee completes

the assigned daily route in less than six hours, the employee will complete additional duties but will not work more than a six hour shift.

### **9.3 Calgary**

- a) For daytime disconnects and reconnects the work shall be performed between the hours of 9:00 am and 5:30 pm or as required by Enmax **but at no time past 6:30 pm.**
- b) For evening reconnects the work shall be performed between the hours of 3:00 pm and 10:00 pm or as required by Enmax **but at no time past 10:30 pm.**
- c) For Saturday reconnects the work shall be performed between 9:00 am and 5:30 pm or as required by Enmax **but at no time past 6:00 pm.**
- d) For meter lab, including recalls and hard to access, the hours are set by Enmax.
- e) Those employees working the Saturday shift can be required to complete their service orders at a time that is at the discretion of the employer only between the hours of 9 am and 5:30 pm.
- f) Those employees working evening reconnects can be issued service orders in other quadrants at the discretion of the employer only between the hours of 3 pm and 10 pm.
- g) Those employees working the evening reconnects can be issued disconnect service orders at the discretion of the employer only between the hours of 3 pm and **6:30 pm.**

## **ARTICLE 10 – HOLIDAYS AND HOLIDAY PAY**

**10.1** The following holidays shall be recognized as paid holidays:

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

Any other holidays approved by the Employer or legislation will be added as necessary.

**10.2** A holiday which falls on any day Monday to Friday inclusive shall be observed on day on which it falls. When a Holiday falls on a Saturday or Sunday, the following Monday or proceeding Friday shall be a lieu day.

**10.3** Employees requested and who work on any of the recognized holidays will be paid as follows:



- a) Time and one half the straight-time rate for all hours worked; plus
  - b) Holiday pay equal to the straight-time rate for eight (8) hours.
- 10.4** An Employee entitled to recognized holiday pay that does not work on a recognized holiday will receive the equivalent of eight hours regular pay. For Calgary area employees the calculation shall be based on a three (3) months of full employment less 18% recognizing vehicle expenses.
- 10.5** a) Permanent part time and temporary employees shall receive recognized holiday pay based on an average of hours worked during the twelve (12) week period prior to the recognized holiday.
- b) Calgary area employees shall receive holiday pay based on the above formula except the days affected by the annual Enmax shutdown for disconnects which will not be included in the calculation for payment for Christmas Day, Boxing Day, New Years Day and Family Day. As per Article 10.4.
- 10.6** An Employee scheduled to work on the holiday but who fails to report for work will not receive compensation unless the reason for the Employee's absence is submitted and found to be acceptable to the Employer.
- 10.7** An employee who fails to report for his/her regularly scheduled shift immediately before or after a statutory holiday, without employer consent, shall not be entitled to regular statutory holiday pay.

## **ARTICLE 11 – VACATION**

- 11.1** Employees shall be entitled to paid vacation as follows:

YEARS OF SERVICE	VACATION ENTITLEMENT
Date of Hire to three (3) years (During the first year of employment, vacation shall be prorated)	Two (2) weeks (4%)
4 <sup>th</sup> and 5 <sup>th</sup> years	Three (3) weeks (6%)
6 to 9 years	Four (4) weeks (8%)
10 to 16 years	Five (5) weeks (10%)
17 plus years	Six (6) weeks (12%)

- 11.2** Employees shall be entitled to paid vacation at the employee's basic rate of pay at the time vacation is taken calculated using the last 12 weeks of pay.



- 11.3 Temporary employees shall be paid an additional four percent (4%) of their basic rate of pay in lieu of vacation.
- 11.4 An employee may request their vacation pay in advance for the regular payroll period(s) which terminate during their vacation. Such requests shall be made in writing to an appointed representative not less than fourteen (14) days prior to the date the advance is requested by the employee.
- 11.5 Employees shall have preference for vacation in order of their seniority. All vacation requests shall be submitted to the employer no later than February 15<sup>th</sup> of each year.
- 11.6 Vacations must be taken within six months of the year of entitlement. If the employee is unable to take such vacation all outstanding vacation pay will be paid.
- 11.7 Vacation pay is not calculated on sick days, bereavement leave or recognized holidays.

## **ARTICLE 12 – LEAVES OF ABSENCE**

### **12.1 Bereavement Leave**

In the case of a death in the immediate family, an employee shall, if required, be given time off with pay up to a maximum of three (3) working days calculated at \$17.00 per hour based on an 8 hour day. Additional non paid time of up to two (2) days shall be granted if required for either travelling or where the employee is charged with the responsibilities of making funeral arrangements. The term "immediate family" means a mother, father, spouse (including common-law or same-sex), sister, brother, son, daughter, grandfather, grandmother, granddaughter, grandson, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, any "step relative" version of those listed, and any relative of the employee who permanently resides in the employees' household or with whom the employee permanently resides.

Where circumstances may warrant, in addition to bereavement leave, unpaid leave will be provided.

Should a holiday fall during a period of bereavement leave, the day shall be paid as holiday pay and will not extend the bereavement leave.

Bereavement occurring during an employee's vacation period shall extend the vacation by the amount of days allowed for bereavement leave in accordance with the foregoing.

**12.2 Funeral Leave**

In the case of a death of a friend, working associate or a relative not covered by bereavement leave, an employee shall be given unpaid time off not to exceed one (1) day to attend the funeral. Additional unpaid time shall be granted if required for either traveling or where the employee is charged with the responsibilities of making funeral arrangements.

**12.3 Pallbearer Leave**

When an employee serves as a pallbearer, the employee shall be allowed time off work, up to a maximum of one (1) day.

**12.4 Elections**

Employees eligible to vote shall be allowed sufficient time off with pay to meet legal requirements for voting purposes.

**12.5 Court Witness**

An employee absent from work as a result of a subpoena, summons, or notice to attend to appear as a witness shall be allowed time off with pay. The witness fees received shall be turned over to the Employer.

Employees appearing as a witness on behalf of the Employer shall receive their wages and expenses.

**12.6 Jury Duty**

An employee receiving a Court notice to appear for jury duty will immediately inform their supervisor. Time off with pay will be allowed for jury duty. Jury Duty fees received shall be turned over to the Employer. The employee may elect to retain the jury fee and have the time off as unpaid. The first two weeks of jury duty the employee shall be paid full wages. After two weeks and for a maximum period of six months the employee shall be paid 50% of wages. After six months the employee will not receive any wages.

**12.7 Maternity Leave / Parental Leave**

Birth mothers can take up to fifty-two (52) consecutive weeks of unpaid, job-protected leave. This is made up of fifteen (15) weeks maternity leave and thirty-seven (37) weeks parental leave.

Fathers and/or adoptive parents can take up to thirty-seven (37) consecutive weeks of unpaid, job-protected parental leave. Adoptive parents can take parental leave regardless of the age of the adopted child. Parental leave may be taken by one parent or shared between two



parents but the total combined leave cannot exceed thirty-seven (37) weeks.

Maternity leave can begin at any time within twelve (12) weeks of the estimated date of delivery. Parental leave can begin at any time after the birth or adoption of the child but it must be completed within fifty-two (52) weeks of the date a baby is born, or an adopted child is placed with the parent.

The following conditions shall apply:

- a) If the pregnancy interferes with the employee's job performance during the twelve (12) weeks before the estimated date of delivery, the Employer can require the employee to start maternity leave. The employee must be notified in writing. An employee, who takes both maternity leave and parental leave, must take the leaves consecutively.
- b) An employee must take at least six (6) weeks of maternity leave after the birth of her child, unless the Employer agrees to early resumption of employment and the employee provides a medical certificate indicating that resumption of work will not endanger her health.
- c) If the Employer employs both parents of a child, the Employer is not required to grant leave to both employees at the same time.
- d) An employee must give the Employer at least six (6) weeks written notice about when she intends to start maternity leave.

The Employer may request a medical certificate certifying pregnancy and giving the estimated date of delivery.

An employee must give the Employer at least six (6) weeks written notice to start parental leave.

Parents will still be eligible for the leave if medical reasons, or circumstances related to the adoption, prevent the employee from giving this notice. When this happens, written notice must be given to the Employer as soon as possible.

Employees must give at least four (4) weeks written notice that they intend to return to work or to change their return date. This notice must be provided at least four (4) weeks before the end of the leave.



Where an employee fails to provide this notice, or fails to report to work the day after their leave ends, the Employer is under no obligation to reinstate employee.

Employees are required to provide four (4) weeks written notice if they do not intend to return to work after leave ends.

An employee returning from maternity leave or parental leave shall be reinstated in the position that they occupied when the leave commenced. Where for any valid reason the Employer cannot reinstate employee in their former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same service area(s).

#### **12.8 Sick Leave**

a) Permanent full-time employees are entitled to four (4) paid days per year. If unused as sick leave, employees, at their discretion, may schedule the days off or receive a pay out in the following year. If an employee does not request a pay date by February 28<sup>th</sup> of the following year or advise that they wish to schedule the days off, it shall be at the discretion of the employer when the payment shall be made, however, the payment shall be made no later than June 30<sup>th</sup>.

b) Any employee that leaves Dataco employment prior to year end shall be responsible to repay any sick pay received in advance. The calculation will be based on the principle of one sick day per quarter.

c) Sick Day calculations shall be based on the same principles as outlined in Articles 10.4 and 10.5.

d) For Calgary area employees the calculation shall include a reduction of 18% recognizing vehicle expenses.

e) Calgary permanent part-time employees are eligible for 2 sick days per year, which are subject to the same criteria as found in 12.8 a).

f) Temporary employees are not eligible for sick days.

#### **12.9 Work Related Injury Absence**

All accidents or injuries sustained by an employee while on duty shall be reported as soon as practicable to the Employer in order that the Workers' Compensation Board may be notified.

When an employee suffers a disabling work injury or required medical attention, the Employer shall pay the employee for the day on which the accident occurs.

### **ARTICLE 13 – JOB POSTINGS**

- 13.1** If the Employer wishes to fill a Bargaining Unit job, the Employer will provide a notice of the vacancy to all employees at least five (5) working days prior to the close of the posting. A copy of all postings for bargaining unit job vacancies shall be sent to the Association.
- 13.2** Any bargaining unit employee may apply for the job by e-mailing or telephoning the Employer's office.
- 13.3** The Employer shall select the candidate with the most seniority from among the qualified applicants for the job. The Employer shall notify the Association of the successful candidate(s).
- 13.4** Movement from one permanent position or location to another may not occur without a posting.
- 13.5** Should there be no qualified internal applicants, the Employer may select from external applicants.
- 13.6** In the event the Employer is required to immediately fill a vacancy, the five (5) day working period and posting may be waived provided a notice is provided to employees advising of the vacancy and the Association is advised of the situation and the reasons for it.

### **ARTICLE 14 – JOB DESCRIPTIONS AND JOB EVALUATION**

- 14.1** Every employee covered by this Agreement shall be classified in accordance with a job title, and wage classification as set forth in this Agreement.
- 14.2** Should a new job classification be required, the Employer and the Association shall meet to discuss the requirements and shall jointly develop a job description. Should the parties be unable to agree on an appropriate pay rate for the position, the Employer shall implement a temporary rate and the matter shall be referred, within fifteen (15) calendar days, to a third party qualified in job evaluation and wage determination, who shall be the single Chairperson of a hearing into the matter.



The Chairperson shall be agreed upon by the Employer and the Association and the costs shared by the Employer and the Association. Should the Employer and the Association be unable to agree on the selection of the Chairperson, they may apply to the Minister of Labour for such an appointment. The Chairperson shall hear all pertinent matters and render a decision within fifteen (15) calendar days of hearing. The decision shall be final and binding upon the Employer and the Association

## **ARTICLE 15 – NON-DISCRIMINATION**

- 15.1** The parties must not discriminate against any Employee because of age, race, colour, creed, national origin, political or religious affiliation, gender, sexual orientation, marital statutory, physical disability, mental disability, source of income, or because of membership or non-membership or activity in the Association.

## **ARTICLE 16 – HARASSMENT**

- 16.1** The parties recognize the right of Employees to work in an environment free from sexual and personal harassment.
- 16.2** Sexual harassment means any sexually offensive actions or behaviour, which is unsolicited, one-sided and coercive. It includes any conduct, comment, gesture or contact of a sexual nature, which does or is likely to cause offence or humiliation to any Employee or threatens the Employee's well being.
- 16.3** Personal harassment means any discriminatory behaviour, which takes place at or is related to the workplace, which denies an individual his or her dignity and respect or affects his or her job security by creating an intimidating, offensive, embarrassing or humiliating work environment. Personal harassment includes, but is not limited to, discrimination because of race, national or ethnic origin, colour, religion, age, gender, sexual orientation, pregnancy, childbirth, marital status, family status, disability, source of income, conviction for which pardon has been granted, political affiliation, Association membership, participation in the lawful activities of the Association and preventing, by any means, the exercise of any right conferred under the collective agreement or any applicable law of Canada and its provinces.



## **ARTICLE 17 – DISCIPLINE, RESIGNATION AND DISMISSAL**

- 17.1** Employees shall not be disciplined or dismissed except for just cause.
- 17.2** When an employee is disciplined for just cause by way of written reprimand, suspension or dismissal, the Employer shall give the employee notice in writing as to the reason(s) for such action, and shall immediately forward a copy of the notice to the Association. Any such written reprimand shall be removed from the employee's file after two years, upon written request from the employee or the Association, if no further incidents occur during that two year period.
- 17.3** Prior to dismissing any employee, the Employer shall discuss the matter with the Association and provide an opportunity for an Association representative to be present at the dismissal meeting.
- 17.4** The Employer must identify the purpose of a meeting prior to its commencement and advise the employee of their right to have an Association representative present for any meeting that is disciplinary in nature or for the purposes of investigation, which may lead to discipline.
- 17.5** A permanent employee resigning from the Employer's employ shall be expected to give at least two (2) weeks' notice in writing.
- 17.6** Employees dismissed for cause shall be paid in full for all wages and expenses due up to the time of dismissal. This payment shall be made within five (5) days of the date of dismissal.

## **ARTICLE 18 – LAYOFF AND RECALL**

- 18.1** If layoffs are necessary, due to a lack of available work, the layoff will be conducted on a last in first out basis in each service point (defined as a geographical area).
- 18.2** Temporary employees shall be laid off prior to permanent employees.
- 18.3** Placement of staff after layoff shall be according to seniority.
- 18.4** Arrangement of staff after layoff shall be on the basis of seniority. The Company will canvas for volunteers to fill vacant positions. If there are no volunteers then employee(s) will be displaced by seniority. This practice is known as bumping.
- 18.5** No new employees or previous employees shall be hired until those permanent employees on lay-off with recall rights have been given the

opportunity for re-employment. Employees shall be recalled in order of seniority.

**18.6** The return to work date shall be no sooner than fourteen (14) calendar days from the date the employee is advised, by registered mail, of the recall. If an employee fails to return to work in their work area or service points, they will be deemed to have waived their recall rights. Should an employee refuse a recall for work in another area or service points, the offer of recall shall go to the next senior employee. Employees refusing work in another area or service points, shall remain on the recall list.

**18.7** Not less than five (5) weeks prior to the layoff, the Employer shall advise the Association in writing of the number of employees affected, the classification(s), the seniority dates, and the reasons for the proposed reduction. The Employer and the Association will jointly verify employee seniority and meet to consider alternatives to and otherwise mitigate the effects of the proposed downsizing.

**18.8** Not less than four (4) weeks prior to the layoff, the Employer shall:

- a) Send a notice to each affected employee containing:
  - i) employee entitlements at time of layoff (e.g. EI, outstanding wages, etc.);
  - ii) options being considered by the Employer and Association;
  - iii) if known, the expected return to work date; and
  - iv) obligations and rights of employees with respect to recall.
- b) Notify the Association in writing of the name, Classification, seniority date and location of the employee(s) to be laid off.

**18.9** Employees who are being laid off shall receive severance pay within (5) working days of their last working day in the amount of the greater of:

- a) two (2) weeks pay, or
- b) one (1) week pay per year of service to a maximum of 15 weeks.

Severance calculations shall be based on the same principles as outlined in Article 10.5.

**18.10** Calgary area employees are subject to the 18% reduction for vehicle expenses.



## **ARTICLE 19 – JOB SECURITY**

- 19.1** Persons not covered by this Agreement shall not perform work that is normally performed by employees covered by this agreement.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

Should an employee (or group of employees) feel they have been unfairly treated or a dispute arises between the Company and an employee (or group of employees), an earnest effort shall be made to settle the dispute prior to filing of a grievance. Should the Association or the Company wish to initiate a grievance, it shall commence at the Second Step of the grievance procedure.

A grievance is a matter concerning differences in interpretation, application, operation or alleged violation of this Agreement. Employees shall have the right to process grievances through the following procedure. Should the Association or the Company wish to initiate a grievance, it shall commence at the Second Step of the grievance procedure.

**20.1** Step 1

The grievor, Unit Coordinator, and/or Association representative shall discuss the grievance with the grievor's supervisor within ten (10) working days of the occurrence of the event. The employee may request an Association representative be present for this meeting.

**20.2** Step 2

If the dispute is not settled under Step 1, the particulars of the grievance shall be reduced to writing and submitted by the Association to the Employer within ten (10) working days of the initial discussion to resolve the grievance. Representatives of the Employer and the Association shall meet within ten (10) working days following filing the grievance to discuss the grievance. The Employer representative shall give their decision, in writing, within three (3) working days of the meeting.

**20.3** Step 3

In the event that the grievance cannot be resolved pursuant to Step 2, then within fifteen (15) working days of the decision, or the date there should have been a decision, the matter may be referred by either party to arbitration.

- 20.4** Any grievance by the Employer or the Association may be commenced within ten (10) working days of the date of knowledge of the incident or matter-giving rise to the grievance. The grievance will commence with a request by either the Employer or the Association for a discussion to resolve the grievance. Within ten (10) working days of the request, representatives of the Association and the Employer will meet in an

attempt to resolve the grievance. If the grievance is not settled to the satisfaction of either party at this meeting or if the meeting is not held, the grievance must be put in writing and may be referred to arbitration within fifteen (15) working days.

- 20.5** Should either party refer a grievance to arbitration, the notice shall contain the names of up to three (3) individuals acceptable as a single arbitrator. If the parties fail to agree upon an arbitrator within ten (10) working days, either party may request the Minister of Labour to appoint an arbitrator. The decision of the arbitrator will be final and binding upon the parties and the employees affected by it.
- 20.6** The arbitrator does not have the jurisdiction or authority to alter or modify any of the provisions of this agreement, or to give any decision inconsistent with the terms and provisions of this agreement. The decision of the arbitrator will be final and binding upon the parties and the employees affected by it.
- 20.7** The parties will share equally the fees and expenses of the arbitrator.
- 20.8** With mutual consent of the parties the time limits may be extended for such period of time as may be agreed between the parties.
- 20.9** With mutual consent of the parties, any step(s) of the grievance procedure may be waived.

## **ARTICLE 21 – CELLULAR PHONES**

- 21.1** The Employer shall:
- a) Reimburse employees fifty dollars (\$50) per month for use of personal cellular phones, or
  - b) Supply employees with a cellular phone for business use. Should an employee request the cellular phone for personal use a twenty five dollar (\$25) per month charge will apply to them. This will apply up to five hundred (500) minutes per month. Minutes in excess of 500 hundred minutes per month will be charged to the employee at the rate of twenty (20) cents per minute. Personal long distance calls are allowed with the consent of the Employer. Costs for data transfer that is not work related will be charged back to the employee. Abuse of this provision may result in the Employer withdrawing use of the company cell phone.
- 21.2** Temporary employees shall be supplied with a cell phone.



## ARTICLE 22 – VEHICLE EXPENSES

### 22.1 Mileage

Employees shall be reimbursed for use of their vehicles for authorized Employer business at the rate of **fifty-three cents** per kilometre (**\$0.53/km**). This premium shall be paid to the employee not more than five (5) working days after the beginning of each month.

### 22.2 Red Deer and Lethbridge Flat Rate/Monthly Vehicle Allowance

a) Employees in Lethbridge and Red Deer shall be paid **two hundred and seventy two dollars and thirty seven cents (\$272.37) per month**. This premium shall be paid to the employee not more than five (5) working days after the beginning of each month.

b) When Red Deer and Lethbridge Meter Readers are not working, their flat rate will be reduced by thirteen dollars and thirty-three cents (\$13.33) for each day absent (excluding Saturday and Sunday).

22.3 Day Reconnect and Disconnect Meter Readers in Red Deer and Lethbridge will be paid mileage in accordance with Article 22.1 of this Collective Agreement.

22.4 (a) Lethbridge Meter Readers will be paid mileage and a (\$12.50) twelve dollars and fifty cents lunch payment when they are travelling outside Lethbridge to read the A.M.P.S. communities. This premium shall be paid to the employee not more than five (5) working days after the beginning of each month.

(b) When an employee works out of town and is required to stay overnight, their hotel accommodation will be paid for. In addition to the payment made in 22.4(a), they will also be provided a breakfast per diem of \$10.00 and a dinner per diem of \$20.00.

22.5 The employer shall pay all parking expenses for employees that use their own vehicle for company business.

22.6 Calgary Service Technicians shall receive **eleven dollars and twenty six cents (\$11.26)** per day while fuel prices are in excess of seventy-five (\$0.75) per litre. When the price of gasoline exceeds \$1.25 per litre each employee shall receive an additional two dollars and fifty cents (\$2.50) per day. When the price of gasoline exceeds \$1.35 per litre each employee shall receive an additional two dollars and fifty cents (\$2.50) per day. This premium shall be paid to the employee not more than five (5) working days after the beginning of each month. The reporting tool to be used as a reference for setting the price of gasoline is the website [www.mjervin.com](http://www.mjervin.com).

- 22.7** For Calgary area employees: when there are less than four (4) crew members working on any day or night, the normal gas surcharge that each absent employee would receive if at work will be paid to the employee or employees that are utilized to compensate for the crew shortage. In circumstances of night crew shortages the nightly on call rate will be paid in the above manner.

## **ARTICLE 23 - SAFETY**

- 23.1** The Employer shall ensure the safety of employees while at work.
- 23.2** Employees shall abide by all Employer safety regulations and wear or use protective equipment provided by the Employer.
- 23.3** The Employer shall provide health and safety training and education, including regular upgrade training, sufficient to enable each employee to work with minimum risk at all jobs.
- 23.4** No employee shall be required to perform any job or use any tools or equipment for which they have not received proper instruction.
- 23.5** An employee shall not be discriminated against, disciplined or otherwise adversely impacted for refusing to perform unsafe work or for exercising any right or obligation conferred upon them under the Occupational Health and Safety Act.
- 23.6** The Employer shall hold regular crew safety meetings and take minutes of all such meetings. A copy of the minutes shall be provided to each Unit Coordinator and a copy forwarded, by the Employer, to the Association.
- 23.7** Employees who attend safety meetings when it is their scheduled day off shall receive a minimum of 1 hour pay in accordance with Article 25.3.
- 23.8** All safety meetings are mandatory. Any employee who does not attend a safety meeting or the make-up meeting shall not be allowed to work until they meet with the safety administrator or designate.



## **ARTICLE 24 – CLOTHING, TOOLS AND EQUIPMENT**

### **24.1 Tools and Equipment**

The Employer shall provide and maintain all required tools, equipment and supplies required in the safe and proper performance of the employee's duties. This includes, but is not limited to:

- Ladder
- Locking ring-old and new
- Fire extinguisher
- First aid kit
- Voltage tester
- Voltage indicator
- Hard hat
- Gloves
- Rubber-handle screw driver
- Safety glasses
- Phones
- Fire-rated toque
- Broom and dust pan
- Garbage can
- Flashlight
- Hearing protection
- Batteries
- **Applicable maps**

### **24.2 Fire Retardant Clothing**

The Employer shall replace worn or damaged items upon return of said item by the employee. Any item damaged by neglect or misuse by the employee, shall be replaced at cost by the employee.

### **24.3 Footwear Allowance**

The employer will set up an account, at an approved retail store, where employees can purchase safety approved footwear to these designated amounts:

#### **a) Calgary**

- **Full-time employee - \$250 per year**
- **Part-time employee - \$250 every two years**
- **Temporary employee - \$75 lifetime**

#### **b) Other locations**

- **Full-time employee - \$350 per year**
- **Part-time employee - \$350 every two years**

- **Temporary employee - \$75 lifetime**

#### **24.4 Uniforms / Clothing**

- a) Each employee in Red Deer **or other location** shall be provided winter and summer clothing including trousers and shorts in accordance with the regulations stipulated by either the City of Lethbridge or the City of Red Deer, as applicable. Full time employees will receive an annual allowance of one hundred twenty five dollars (\$125) for trousers and shorts. Part time employees shall receive an annual allowance of fifty dollars (\$50) for trousers and shorts.
- b) Each employee in Calgary shall be supplied by the employer with Enmax approved coveralls, and an Enmax approved safety vest. If an employee does not wish to use these coveralls the employer will then provide the employee one-hundred twenty-five dollars (\$125.00) of credit at an employer designated store. If this store is unable to provide appropriate clothing, the employee may use a store of his/her choice and must provide receipts to be reimbursed. The employee is then responsible to purchase, at their own cost, and wear Enmax approved fire retardant outerwear. The employee must use this approved outerwear all year round.

### **ARTICLE 25 – TRAINING**

- 25.1** Where upgrading courses are required for employee development, or to meet the requirements of the job, the matter of travel time, expenses, tuition and course material shall be arranged for and paid by the Employer. If the employee does not pass the course, tuition fee will be refunded to the employer.
- 25.2** In addition to all required safety and Employer training, new employees shall receive a minimum of four (4) days training by job shadowing an experienced employee.
- 25.3** Employees shall receive eighteen dollars and seventy-five cents (\$20.87) per hour (if they use their own vehicle) or fifteen dollars (\$16.69) per hour if they do not use their own vehicle while attending or travelling to and from training.
- 25.4** In Calgary, employees responsible for training (the “trainer”) shall receive either a training allowance of two hundred ninety dollars and thirty seven cents \$290.37 per day or the employee's regular earnings for the day, whichever amount is greater. If required to train outside the city of his or her residence, the trainer shall be paid travelling expenses in addition to



the training allowance. This premium shall be paid to the employee not more than five (5) working days after the beginning of each month.

## **ARTICLE 26 – PAY RATES AND OTHER PAYMENTS**

For the period of **January 1, 2016 to December 31, 2019**: all current pay rates and other payments under this section and including rates in the attached Letters of Understanding shall remain unchanged for the duration of the collective agreement.

### **26.1a) Service Technicians/Meter Shop Employees – Calgary**

<b>SERVICE</b>	<b>Effective Jan. 1, 2016</b>
Financial C/O – no load limiter	\$ 8.21
Financial C/O – load limiter	\$ 9.32
COT C/O	\$ 8.21
Elevator Trip	\$ 2.60
COT application	\$ 5.23
Reconnect – with load limiter	\$ 9.32
Reconnect – no load limiter	\$ 8.21
Recall – residential	\$ 9.68
Recall – business	\$16.33
Interim order (w/ meter replacement)	\$ 9.68
Meter Lab Flat Rate	\$26.60

### **b) Electrician – Calgary**

**Effective Jan 1/16 \$57.11/hr**

### **c) Rush or emergency reconnects Calgary**

i) For the period of **January 1, 2016 to December 31, 2019** Employees performing rush or emergency reconnects will be paid **seventy two dollars and seventy one cents (\$72.71)** for each rush or emergency reconnect performed in addition to regular wages.

## **26.2 Lethbridge & Red Deer**

### **a) Meter Readers**

<b>WAGES per hour</b>	<b>Effective Jan1, 2016</b>
-------------------------------	-------------------------------------

Starting wage	<b>\$20.27</b>
After 6 months	<b>\$21.42</b>
After 1 year	<b>\$22.55</b>

**b) Meter Technicians**

**i) Day Rate:**

<b>Effective Jan 1, 2016</b>
<b>\$23.64 per hour</b>

**ii) Evening Piece Rate:**

<b>SERVICE</b>	<b>Effective Jan 1, 2016</b>
Reconnect – with load limiter	<b>\$9.32</b>
Reconnect – no load limiter	<b>\$8.21</b>

**26.3 Standby / On-Call – Calgary, Red Deer & Lethbridge**

- a) Calgary, Red Deer and Lethbridge employees who are on-call shall receive **fifty-nine dollars and eighty cents (\$59.80) Jan. 1, 2016 – Dec. 31, 2019** per shift. The on-call rate shall be paid in addition to all payments for piece rates or wages.
- b) Employees working on the Calgary Evening Reconnect Crew shall receive **fifty-nine dollars and eighty cents (\$59.80) Jan. 1, 2016 – Dec. 31, 2019** per shift. This rate shall be paid in addition to the piece rate per reconnect.
- c) Application on of Standby/On-call in Calgary  
When no disconnects are issued on a particular day and the disconnect crew is expected to be on-call for reconnects during the day then the following shall apply:
  - i) For each of the four quadrants in the city, employees assigned to a particular quadrant shall receive a standby/on-call fee as in Article 26.3 a) per assigned quadrant.



- ii) Each crewmember will receive the agreed upon rate in Article 26.1 a) to perform a reconnect service, in addition to the standby fee indicated above.
- iii) Each crew member is expected to be on-call from 9:00 a.m. until 3:00 pm.

**26.4 Acting Managerial Pay**

A Red Deer or Lethbridge employee, who is asked to assume managerial duties, shall be paid **(\$2.40) Jan. 1, 2016 – Dec. 31, 2019** extra per hour, for each hour they assume management duties.

**26.5 RRSP Contribution**

The employer shall contribute, for each participating employee, the equivalent of seventy-five percent (75%) of the employee's contribution to a maximum of three percent (3%) of the employee's entire gross earnings (which includes, but is not limited to, rush re-connects). Calgary area employees are not subject to the 18% reduction for vehicle expenses. Please see applications document for examples.

**ARTICLE 27 – CLASSIFICATIONS**

CALGARY	LETHBRIDGE	RED DEER
Service Technician	Meter Reader	Meter Reader
Electrician	Service Technician	Service Technician
<b>Auditor</b>		
<b>Meter Reader</b>		
<b>Meter Lab</b>		

**ARTICLE 28 – VALIDITY OF AGREEMENT**

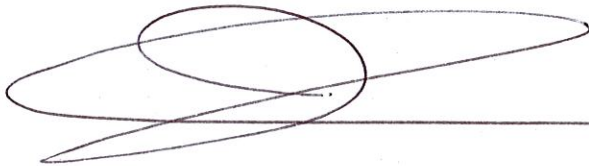
- 28.1** In the event of any provision of this Agreement or any of the practices established hereby being or being held to be contrary or higher or lesser than the provisions of any applicable law now or hereinafter enacted, this Agreement shall not be or shall not be deemed to be abrogated but shall be amended so as to make it conform to the provisions of any such law.

**ARTICLE 29 – TERM OF AGREEMENT**

- 29.1** This agreement is in full force and effect from **January 1, 2016 to December 31, 2019** and from year to year thereafter, except as further provided.

- 29.2** Either party to this Agreement may, not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of the Agreement, by notice in writing, require the other party to the Agreement to commence collective bargaining.
- 29.3** Where a notice to bargain collectively has been served, the terms of this Agreement shall remain in full force and effect until replaced by a new Agreement, or failing an Agreement, until the requirements of the Alberta Labour Code have been met.
- 29.4** In the event the Employer and the Association wish to alter any Article or Letter of Understanding during the term of this Agreement, the parties may, by mutual consent, negotiate such alterations.

**Signed on behalf of  
Dataco Utility Services Ltd**



**President**

**Signed on behalf of  
United Utility Workers'  
Association of Canada**



**Business Representative**

This 30 day of October, 2017



**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**DATACO UTILITY SERVICES LTD.  
DATACO UTILITY SERVICES (CALGARY) LTD.  
DATACO UTILITY SERVICES (RED DEER) LTD.**

**AND THE**

**UNITED UTILITY WORKERS' ASSOCIATION  
OF CANADA**

**CALGARY WEEKEND ON-CALL RATES**

**All Calgary Service Technicians working weekend will receive a standby / on-call fee of \$43.46 per day in addition to the current piece rate of \$16.39 (Jan 1, 2016 – Dec. 31, 2019) paid to weekend Service Technicians.**

**Signed on behalf of  
Dataco**

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**Signed on behalf of the  
United Utility Workers' Association**

A small, stylized signature in blue ink, appearing to be a monogram or initials.

**This Letter of Understanding shall be appended to and form part of the Collective Agreement and is subject to all conditions contained therein.**

**As agreed by the parties on the 2nd day of April, 2008 (Re-signed July 2017)**

**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**DATA CO UTILITY SERVICES LTD.  
DATA CO UTILITY SERVICES (CALGARY) LTD.  
DATA CO UTILITY SERVICES (RED DEER) LTD.**

**AND THE**

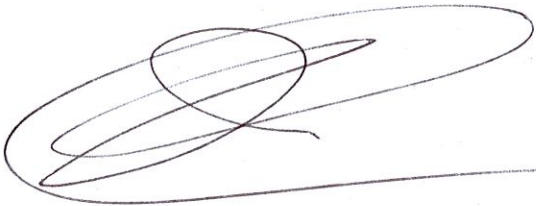
**UNITED UTILITY WORKERS' ASSOCIATION  
OF CANADA**

**RATES: TRIPS TO OR FROM FIELD SERVICES**

All Calgary Service Technicians will receive 2.5 times the Financial C/O – no load limiter rate of **\$8.21 (2016)** per trip to Field Services. The current rate of 2.5 times **\$8.21 (2015)** for trips to Field Services will increase per negotiated increases contained in the Collective Agreement.

**Signed on behalf of  
Dataco**

**Signed on behalf of the  
United Utility Workers' Association**



**This Letter of Understanding shall be appended to and form part of the Collective Agreement and is subject to all conditions contained therein.**

**As agreed by the parties on the 2nd day of April, 2008 (Resigned July 2017).**



**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**DATA CO UTILITY SERVICES LTD.**

**AND THE**

**UNITED UTILITY WORKERS' ASSOCIATION  
OF CANADA**

**Benefits**

It is agreed that the Employer will immediately institute a comprehensive benefits package for employees that elect to belong to the plan which includes health, dental, prescription drugs, short term disability and long term disability plus any other benefit that is available under the current benefit package the Employer has with Sunlife.

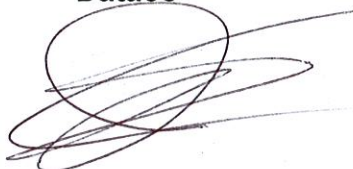
During the life of this agreement the Employer shall subsidize the cost of the benefit plan by paying sixty percent (60%) of the total cost of the plan for each employee registered in the plan. Each individual employee will be responsible for the remaining cost.

Application to join the benefit plan will be as follows:

- New employees will be subject to a three (3) month waiting period before applying for benefits. After the initial three (3) month period has elapsed the employee will be subject to a further three (3) month waiting period before receiving benefits.
- Current employees with more than three (3) months employment shall be eligible to make immediate application for benefits and subject to a three (3) month waiting period before receiving benefits.

This Letter of Understanding shall be appended to and form part of the Collective Agreement and is subject to all conditions contained therein.

**Signed on behalf of  
Dataco**



**Signed on behalf of the  
United Utility Workers' Association**



**As agreed by the parties on the 2nd day of April, 2008. Resigned July 2017.**

## **APPLICATIONS DOCUMENT FOR ARTICLE 26.5 - RRSP CONTRIBUTION**

### **Dataco Utility Services Ltd. Examples of RRSP Contributions**

#### **Example A**

Assume you make a contribution of \$1,000

Assume your annual salary is \$40,000

1. 75% of \$1,000 which is \$750
2. 3% of your annual salary of \$40,000 which is \$1,200
3. In this example, Dataco would contribute \$750

#### **Example B**

Assume you make a contribution of \$5000

Assume your annual salary is \$50,000

1. 75% of \$5,000 which is \$3,750
2. 3% of your annual salary of \$50,000 which is \$1,500
3. In this example, Dataco would contribute \$1,500

As agreed by the parties on March 14, 2014. (Resigned July 2017)

Dataco Utilities

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UUWA

A stylized signature in black ink, featuring a circular loop followed by a series of sharp, downward-pointing strokes.



**APPLICATIONS DOCUMENT FOR DEFINITION OF GROSS**  
**UUWA/Dataco Utility Services Ltd.**

**A: Definition of Earnings, for Calgary area employees only, for T4A  
Purposes includes the total of the following:**

1. Basic gross earnings which includes; piece rate, standby charge, hourly rate if it applies, applications, elevators and field services.
2. Rush reconnects
3. Sick days less 18%
4. Stat days less 18%
5. Vacation pay less 18%
6. KPI
7. Gas cheques
8. Employer contribution to RRSP
9. Association Business for UUWA Representatives (regardless of who is covering wages)

**B: Definition of Earnings, for Vacation Pay for Calgary area employees  
only, includes the total of the following:**

1. Basic gross earnings which includes; piece rate, standby charge, hourly rate if it applies, applications, elevators and field services.
2. Prior vacation pay paid.
3. A deduction of 18% from the basic gross earnings is applied to account for vehicle expenses.
4. Association Business for UUWA Representatives (regardless of who is covering wages)

**C: Definition of Earnings, for Sick Days for Calgary area employees only,  
includes the total of the following:**

1. Basic gross earnings which includes; piece rate, standby charge, hourly rate if it applies, applications, elevators and field services.

2. A deduction of 18% from the basic gross earnings is applied to account for vehicle expenses.
3. Association Business for UUWA Representatives (regardless of who is covering wages)

**D: Definition of Earnings, for Stat Days for Calgary area employees only, includes the total of the following:**

1. Basic gross earnings which includes; piece rate, standby charge, hourly rate if it applies, applications, elevators and field services.
2. A deduction of 18% from the basic gross earnings is applied to account for vehicle expenses.
3. Association Business for UUWA Representatives (regardless of who is covering wages)

**E: Definition of Earnings, for RRSP Purposes for Calgary area employees only, includes the total of the following:**

1. Basic gross earnings which includes; piece rate, standby charge, hourly rate if it applies, applications, elevators and field services.
2. Rush reconnects
3. Sick days including the 18% vehicle expense
4. Stat days including the 18% vehicle expense
5. Vacation pay including the 18% vehicle expense
6. There will not be a 18% deduction for vehicle expenses
7. Association Business for UUWA Representatives (regardless of who is covering wages)

As agreed by the parties on March 14, 2014. (Resigned July 2017)

Dataco Utilities

UUWA





## **UNITED UTILITY WORKERS' ASSOCIATION**

1207 – 20 Avenue NW  
Calgary, Alberta  
T2M 1G2

Phone: (403) 284-4521  
Fax: (403) 282-1598  
Web: [www.uuwac.org](http://www.uuwac.org)

Waylon Pye – Business Representative  
Cellular: (403) 874-1422

Douglas Cooper – Assistant Business Manager  
Cellular: (403) 689-4884

Grace Thostenson – Business Manager  
Cellular: (403) 815-3361

### **Local 400 Representatives**

**Adrian Van Boeyen Local 400 President/  
Unit Coordinator, Calgary**

**Chelsey Clifford – Unit Coordinator, Red Deer**

