



COLLECTIVE AGREEMENT

BETWEEN THE

**UNITED UTILITY WORKERS' ASSOCIATION
OF CANADA**

AND

DATA CO UTILITY SERVICES LTD.



JANUARY 1, 2026 to DECEMBER 31, 2028

TABLE OF CONTENTS

Article 1	Recognition and Scope	1
Article 2	Definitions	
	2.1 Association	
	2.2 Employer	
	2.3 Permanent Full -Time Employee	
	2.4 Permanent Part -Time Temporary Employee	
	2.5 Temporary Employee	
	2.6 Definition of Full-Time employment	2
	2.7 Definition of Calgary Piece Rate Components	
	2.8 Additional Rates	
	2.9 Definition of Additional Shifts	
	2.10 Geographical Jurisdiction	
Article 3	Management Rights	3
Article 4	Association Membership	
	4.1 Employee Membership	
	4.2 UUWA Orientation for New Employees	
Article 5	Association Dues	
Article 6	Association Representatives	4
Article 7	Seniority	
Article 8	Probationary Period	
Article 9	Hours of Work	5
	9.1 Red Deer	
Article10	Holidays and Holiday Pay	6
Article11	Vacation	7
Article12	Leaves of Absence	8
	12.1 Bereavement Leave	
	12.2 Funeral Leave	9
	12.3 Pallbearer Leave	
	12.4 Elections	
	12.5 Court Witness	
	12.6 Jury Duty	
	12.7 Maternity Leave / Parental Leave	10
	12.8 Sick Leave	11
	12.9 Work Related Injury Absence	
	12.10 Time off Without Pay	
Article13	Job Postings	12
Article14	Job Descriptions and Job Evaluation	
Article15	Non-Discrimination	13
Article16	Harassment	
	16.2 Sexual Harassment	
	16.3 Personal Harassment	
Article17	Discipline, Resignation and Dismissal	14
Article18	Layoff and Recall	15
Article19	Job Security	16
Article20	Grievance Procedure	

Article21	Cellular Phones	17
Article22	Vehicle Expenses	18
	22.1 Mileage	
	22.2 Red Deer Flat Rate/Monthly Vehicle Allowance	
	22.3 Red Deer Service Technicians	
	22.4 Meter Readers	
	22.5 Employee Parking Expenses	
	22.6 Calgary Service Technician fuel allowance	
	22.7 Sharing of Calgary Service Technician fuel allowance	
Article23	Safety	19
Article24	Clothing, Tools and Equipment	20
	24.1 Tools & Equipment	
	24.2 Fire Retardant Clothing	
	24.3 Pooled Footwear/Clothing Allowance	
	24.4 Uniforms / Clothing	
	a) Red Deer / Other Meter Reading Employees	
	b) Calgary Employees	
Article25	Training	21
	25.1 Upgrading Courses	
	25.2 New Employees	
	25.3 Training Allowance	
	25.4 Calgary Training Instructor Allowance	
Article26	Pay Rates and Other Payments	22
	26.1 a) Service Technicians/Meter Shop – Calgary	
	b) Electrician – Calgary	
	c) Rush Reconnects	
	26.2 a) Meter Readers – Red Deer	23
	b) Meter Technicians	
	26.3 Standby / On-Call – Calgary, Red Deer	24
	26.4 Acting Managerial Pay	
	26.5 RRSP Contribution	25
	26.6 Health Spending Account	
Article27	Service Points & Classifications	25
Article28	Validity of Agreement	26
Article29	Term of Agreement	
Article30	Benefits	
	RRSP Applications Document	28
	Applications Document for Definition of Gross	29
	UUWA Contact Information	31

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) A Term 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 Term employee may be employed for up to seventy-eight (78) weeks. Term employees shall be paid an additional four percent (4%) of their basic rate of pay in lieu of vacation. Term 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, **26.6** and 30.

- b)** A "Temporary Employee" is an employee hired to perform work that is of a short-term nature. A Temporary employee may be employed for up to **six (6)** months or less, unless prior approval is obtained from the Association. Such approval will not be unreasonably denied. 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 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, **26.6** and 30

2.6 a) For 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. These additional shifts will be assigned by seniority.

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 **When requested by one or both parties, a joint committee comprised of Management and Association representatives will meet to discuss and collaborate in good faith regarding:** the ongoing labour/management relationship, **work volumes, and/or appropriate staffing levels.** 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 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) **Meter Reader** 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.
- c) **Service Technician hours of work will be 8:00am to 4:00pm including paid breaks. The last reconnect orders of the day will be dispatched no later than 2:30pm.**

- 9.2 In 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 4:30 pm or as required by Enmax but at no time past 6:30 pm. Daytime reconnects shall not be issued to the disconnect crew after 1:00pm.
- 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 those employees performing meter exchanges, recalls, hard to access, and Field Service Representative duties, the hours are set by Enmax.

- d) 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.
- e) 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.
- f) 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 twelve (12) weeks of full employment less 18% recognizing vehicle expenses.

- 10.5** a) Permanent part time and temporary, **and Term** 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 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. **If statutory holiday pay is withheld, the Company will notify the Association of the circumstances prior to the applicable pay period.**

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 th and 5 th years	Three (3) weeks (6%)
6 to 9 years	Four (4) weeks (8%)
10 to 16 years	Five (5) weeks (10%)
17 to 24 years	Six (6) weeks (12%)
25 plus years	Seven (7) weeks (14%)

- 11.2 a)** **Part-Time, Piece Rate, and Unique** employees shall be entitled to paid vacation according to the percentages in the table in 11.1.

b) **Full-Time hourly employees shall receive vacation pay according to their respective hourly wages listed in Article 26, multiplied by the number of days taken.**

- 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 15th of each year.

All vacation requests submitted after February 15th of each year will be approved on a first come first served basis. Such requests will be assessed on an individual basis and will not be unreasonably denied.

- 11.6** Unused vacation time must be taken within twelve (12) months following the year in which it was earned. If the employee is unable to take the carried over vacation time, all outstanding vacation pay will be paid out by the end of that year.

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 \$20.00 (Twenty dollars) per hour based on an 8-hour day. Additional nonpaid 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, **niece, nephew**, 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. Step-family and family members of the employee’s spouse, common-law or adult interdependent partner are included. This list is not meant to be exhaustive and should not be used to unreasonably refuse bereavement leave.

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 seventy-eight (78) consecutive weeks of unpaid, job-protected leave. This is made up of sixteen (16) weeks maternity leave and sixty-two (62) weeks parental leave.

Fathers and/or adoptive parents can take up to sixty-two (62) 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 sixty-two (62) weeks. Leave can start any time after the birth or adoption of a child but must be completed within seventy-eight (78) weeks of the date the baby is born or placed with the parents.

Maternity leave can begin at any time thirteen (13) 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 thirteen (13) 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, unless the failure is due to unforeseen or unpreventable circumstances.

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 five (5) 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 28th 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 30th.

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 **73 calendar days employed**.

b) 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) Part-time employees are eligible for 3 (three) 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, according to the principles outlined in Article 10.4 and 10.5, for the day on which the accident occurs.

12.10 Time off Without Pay

Employees may request to have time off without pay. Time off without pay must be approved by the Company. Reasonable consideration will be given to each request that is made.

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, or significant changes are affected to an existing job, 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, ancestry, political or religious affiliation or belief, gender, gender identity or expression, sexual orientation, marital status, source of income, family status, physical disability, mental disability, 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 eighteen (18) months of being issued.
- 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** 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.
- 18.6** 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.
- 18.7** 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.
- 18.8** Calgary area employee's **severance is** subject to **an** 18% reduction for vehicle expenses.

18.9 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.

18.10 The return to work date shall be no sooner than fourteen (14) calendar days from the date the employee is advised, by **call, text, or electronic mail with a delivery receipt, and as a last resort** registered mail, of the recall, **unless otherwise agreed upon between the Company and the Employee/Association**. 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.

In the event the Employer is unable to comply with the notice periods in Articles 18.5 and 18.6 due to circumstances beyond its control, the Parties agree to meet to discuss a reasonable adjustment to the notice period and possible pay in lieu of such notice. Any such adjustment shall not be unreasonably withheld by the Association.

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 **the** filing of a grievance.

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 Company, **or the Association on behalf of an employee**, wish to initiate a grievance, it shall commence at **Step 2b** 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 **fourteen (14) calendar** days of the occurrence of the event. The employee may request an Association representative be present for this meeting.

20.2 Step 2a

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 **fourteen (14) calendar** days of the initial discussion to resolve the grievance. Representatives of the Employer and the Association shall meet within **fourteen (14) calendar** days following filing the grievance to discuss the grievance. The Employer representative shall give their decision, in writing, within **five (5) calendar** days of the meeting.

Step 2b

If the Company/Association initiates the grievance, the particulars of the grievance shall be reduced to writing and submitted by the grieving party to the Company/Association. Representatives of the Employer and the Association shall meet within fourteen (14) calendar days following filing the grievance to discuss the grievance. The Employer representative shall give their decision, in writing, within five (5) calendar days of the meeting.

20.3 Step 3

In the event that the grievance cannot be resolved pursuant to Step 2, then within **twenty-one (21) calendar** 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 **fourteen (14) calendar** 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 **fourteen (14) calendar** 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 **twenty-one (21) calendar** 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 **fourteen (14) calendar** 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. 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.

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-five** cents per kilometre (**\$0.55/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 Flat Rate/Monthly Vehicle Allowance
Employees in Red Deer shall be paid **fifteen dollars and five cents (\$15.05)** per working day. This premium shall be paid to the employee not more than five (5) working days after the beginning of each month. Article 22.1 shall not apply to Meter Readers while working within their Service Point.
- 22.3** **Service Technicians** in Red Deer will be paid mileage in accordance with Article 22.1 of this Collective Agreement.
- 22.4** (a) Meter Readers will be paid mileage according to Article 22.1 and a **twenty (\$20.00)** lunch payment when they are travelling outside of their Service Point. 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, 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 **fifteen** dollars

(\$15.00) and a dinner per diem of twenty-five dollars (\$25.00), and a fifty dollar (\$50.00) out of town premium.

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 be paid a fuel surcharge each day. The surcharges will apply at the following thresholds:**

Fuel Price per Litre	Fuel Surcharge
\$0.01 to \$1.00	\$12.50
\$1.01 to \$1.25	\$16.00
\$1.26 to \$1.35	\$18.50
\$1.36 to \$1.45	\$21.00
\$1.46 to \$1.55	\$22.25

The fuel surcharge will be paid will be paid not more than 5 working days after the beginning of each month. The reporting tool to be used as a reference for setting the price of fuel will be <https://charting.kalibrate.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. The Association Business Manager, or designated representative(s), shall be invited as a participant to these meetings whenever they are held. A copy of the minutes shall be provided to each Unit Coordinator and a copy forwarded, by the Employer, to the Association.
- 23.7** a) Employees who attend safety meetings when it is their scheduled day off shall receive a minimum of 3 hours pay at a rate of twenty dollars and eighty seven cents (\$20.87) per hour. **Any employee who does not attend a safety meeting shall not be allowed to work until they review the safety meeting documentation.**
- b) Calgary Employees who attend safety meetings **and/or Joint Health and Safety Meetings** in person shall receive a minimum of 1 (one) hours pay at a rate of \$20.87 (Twenty dollars and eighty-seven cents) per hour.

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. Each classification will be provided the applicable items to perform their job. This may include, 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 dustpan
- Garbage can
- Flashlight
- Hearing protection
- Batteries
- Applicable maps
- Tool bag/box
- Binoculars
- Hand/Toe warmers (air activated)
- **N95 Masks**

24.2 Fire Retardant Clothing

The Employer shall provide all necessary Fire-Resistant rated outerwear to all Service Technicians and Meter Lab employees. Worn or damaged items will be replaced 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 Pooled Footwear/ Clothing Allowance

Employees can purchase safety approved footwear to these designated amounts. **The employee may use a store of their choice but must provide receipts to be reimbursed.**

a) Calgary

- Full-time employee - \$250 per year
- Part-time employee - \$250 every two years
- Temporary employee - \$75 lifetime
- **Term employee - \$125 every 6 months**

b) Other locations

- Full-time employee - \$350 per year
- Part-time employee - \$350 every two years
- Temporary employee - \$75 lifetime
- **Term employee - \$175 every 6 months**

24.4 Uniforms / Clothing

a) Each employee in Red Deer or other **meter reading** locations shall be provided winter and summer clothing including **t-shirts and a meter reading vest** in accordance with the regulations stipulated by either the **municipality or retailer**, as applicable, **in addition to the values provided in 24.3 plus \$125 per year for Full-Time employees and \$50 per year for Part-Time employees.**

b) Each employee in Calgary shall be supplied by the employer with Enmax approved coveralls, and an Enmax approved safety vest **once per calendar year**. If an employee does not wish to use these coveralls the employer will then provide the employee **with the Pooled Footwear/Clothing allowance outlined in 24.3 plus an additional \$125 in the applicable employment status (example: Full-Time).** If an employee's clothing is in disrepair, they will be provided coveralls until the worn-out clothing has been replaced.

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 be provided adequate and appropriate training applicable to the job by shadowing an experienced employee.

25.3 Employees shall receive: **(\$21.87 in 2026, \$22.53 in 2027, and \$23.20 in 2028)** per hour (if they use their own vehicle) or: **(\$17.39 in 2026, \$17.91 in 2027, and \$18.45 in 2028)** per hour if they do not use their own vehicle while attending or travelling to and from training.

25.4 a) Calgary employees responsible for training (the “trainer”) shall receive a training allowance of \$325 (Three hundred and twenty-five dollars) per day. 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.

b) Employees in other areas who are responsible for training (the “trainer”) shall receive an additional \$2.00 per hour on top of their regular wage for the duration of the training period.

ARTICLE 26 – PAY RATES AND OTHER PAYMENTS

For the period of **January 1, 2026 to December 31, 2028**: 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. **Upon ratification, existing employees will receive retroactive pay from January 1, 2026.**

2026 – 3%

2027 – 3%

2028 – 3%

26.1a) Service Technicians/Meter Shop Employees – Calgary

SERVICE	2026	2027	2028
Financial and Temporary C/O - No Load Limiter	\$9.68	\$9.97	\$10.27
Financial and Temporary C/O - Load Limiter	\$11.00	\$11.33	\$11.67
Elevator Trip	\$3.07	\$3.16	\$3.26
Reconnect - With Load Limiter	\$11.00	\$11.33	\$11.67
Reconnect - With No Load Limiter	\$9.68	\$9.97	\$10.27
Recall - Residential	\$11.42	\$11.77	\$12.12
Recall - Business	\$19.27	\$19.85	\$20.44

Interm Order (w/ meter replacement)	\$11.42	\$11.77	\$12.12
Assistant Field Services Representative Initial (per hour)	\$34.70	\$35.74	\$36.81
Assistant Field Services Representative after 6 mo. (per hour)	\$37.46	\$38.58	\$39.74
Field Services Representative (per hour)	\$41.58	\$42.83	\$44.11
Field Services Trip	\$24.22	\$24.94	\$25.69
Auditor Site Visit	\$9.69	\$9.98	\$10.28

b) Electrician – Calgary

Year	Wages per hour
2026	\$65.40
2027	\$65.40
2028	\$65.40

c) Rush or emergency reconnects Calgary

i) Employees performing rush or emergency reconnects will be paid **seventy-three dollars and ninety-nine cents (\$73.99)** for each rush or emergency reconnect performed in addition to regular wages. The employee working disconnect or reconnect shifts in the assigned area (as per Article 7) will be given the first right of refusal to complete these orders.

26.2 Red Deer

a) Meter Readers

Progression	2026 /hr.	2027 /hr.	2028 /hr.
Starting	\$23.92	\$24.63	\$25.37
After 6 months	\$25.28	\$26.03	\$26.82
After 1 year	\$26.60	\$27.40	\$28.23

b) Service Technicians

2026 /hr.	2027 /hr.	2028 /hr.
\$27.89	\$28.73	\$29.59

26.3 Standby / On-Call – Service Technician

a) **Service Technician** employees who are on-call shall receive **\$70.56 (Seventy dollars and fifty-six cents)** per shift. The on-call rate shall be paid in addition to all payments for piece rates or wages.

Year	On-Call Rate
2026	\$70.56
2027	\$72.67
2028	\$74.85

b) All Service Technicians working weekend will receive a Standby / on-call fee of \$70.56 (Seventy dollars and fifty-six cents) per area (example N/S Calgary) covered in addition to the current piece rate of \$19.32 (Nineteen dollars and thirty-two cents) paid to weekend Service Technicians.

Year	On-Call Rate	Weekend Piece Rate
2026	\$70.56	\$19.32
2027	\$72.67	\$19.90
2028	\$74.85	\$20.50

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 **\$3.64** extra per hour (**starting in 2026**), for each hour they assume management duties. The rate under this clause shall be adjusted as per negotiated wage increases.

Year	Rate per hour
2026	\$3.64
2027	\$3.74
2028	\$3.86

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.

26.6 Health Spending Account

Each permanent employee will be eligible to receive reimbursement up to \$250 each calendar year to maintain a healthy lifestyle. Each claim shall be evidenced by a receipt of payment. Examples of acceptable expenses **include but are not limited to:** gym or club memberships, self-help books, smoking cessation products, personal trainer or dietician services, individual or team sport registration fees.

ARTICLE 27 – SERVICE POINTS & CLASSIFICATIONS

CALGARY	LETHBRIDGE/CARDSTON	RED DEER
Service Technician	Meter Reader	Meter Reader
Electrician		Service Technician
Auditor		
Meter Reader		
Assistant Field Service Representative		
Field Service Representative		

STONY PLAIN	DRAYTON VALLEY	BANFF
Meter Reader	Meter Reader	Meter Reader

EDMONTON	PONOKA	STRATHCONA COUNTY
Meter Reader	Meter Reader	Meter Reader

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, 2026 to December 31, 2028** 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.

ARTICLE 30 – BENEFITS

Benefits

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 the joint benefit plan shall be as follows:

- a) **As per the benefit provider**, new employees shall 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.
- b) 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.
- c) This plan includes health, dental, prescription drugs, short term disability, long-term disability and any other benefit that is available under the package.

The Company will provide a minimum of 4 months notice to the Association prior to changing the benefit provider and will meet with the Association to discuss and provide reason for such change.

Sheldon Kerr

Sheldon Kerr, UUWA Business Representative

VENKATA KOMMULA

Venkata Kommula, UUWA Local 400 President

Jon Edmunds

John Edmunds, Dataco Utility Services Ltd. President

Chris Kanten

Chris Kanten, Dataco Utility Services Ltd. Vice President

Madison Diotte

Madison Diotte, Dataco Utility Services Ltd. Operations
Manager

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

UUWA

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)

**LETTER OF UNDERSTANDING
BETWEEN
DATACO UTILITY SERVICES LTD.
AND
UNITED UTILITY WORKERS' ASSOCIATION**

Unique Employees

Employees that work specifically in: Drayton Valley, minimum of 13 days a month at 8 hours per day (104 hours per month); Ponoka, minimum of 15 days per month at 8 hours per day (120 hours per month); Red Deer (2 employees that work staggered hours but in a bi-weekly period working more than 4 shifts and in a weekly period less than 40 hours); and, Stony Plain, minimum of 12 days per month at 8 hours per day (96 hours per month), shall be referred to as "Unique Employees". The parties agree without prejudice that the following protocols shall be followed in regard to these specific employees:

1. Unique employees will be treated as Permanent Full-Time Employees and are subject to all terms and conditions of the collective agreement.
2. That the provisions of this agreement are subject to Article 20 Grievance Procedure of the Collective Agreement.

Signed on behalf of
Dataco Utility Services
Ltd.

Jon Edmunds

John
Edmunds
President

Chris Kanten

Chris Kanten
Vice
President

Signed on behalf of
United Utility Workers' Association

Waylon Pye
Business Representative

Dated: August 2018
Re-Signed: February 2026

UNITED UTILITY WORKERS' ASSOCIATION

1207 – 20 Avenue NW
Calgary, Alberta
T2M 1G2

Phone: (403) 284-4521

Website: www.uuwac.org

Sheldon Kerr – Business Representative
Cellular: (403) 710-8782

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

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

Local 400 Representatives

Venkata Kommula – President

Kiet Ho – Unit Coordinator, Calgary

Chelsey Clifford – Unit Coordinator, Red Deer

Signature: 
[Sheldon Keffer \(Aug 19, 2026 10:35:28 MDT\)](#)
Email: sheldon@uuwac.org

Signature: 
[Venkata Kommula \(Aug 20, 2026 23:19:24 MDT\)](#)
Email: kommula.venkata.s@gmail.com

Signature: 
[Madison Diotte \(Aug 10, 2026 14:55:26 MDT\)](#)
Email: mdiotte@dataco.ca

Signature: 
Email: john.edmunds@dataco.ca

Signature: Chris Kanten
[Chris Kanten \(Aug 18, 2026 15:05:01 MDT\)](#)
Email: ckanten@enmax.com

COLLECTIVE AGREEMENT

Final Audit Report

2026-08-21

Created:	2026-08-10
By:	Admin UUWAC (admin@uuwac.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVem-bxhBrDfJNCC6ISOPLGncYRHMghvq

"COLLECTIVE AGREEMENT" History

-  Document created by Admin UUWAC (admin@uuwac.org)
2026-08-10 - 2:34:02 PM GMT
-  Document emailed to Sheldon Kerr (sheldon@uuwac.org) for signature
2026-08-10 - 2:34:12 PM GMT
-  Document emailed to Venkata Kommula (kommula.venkata.s@gmail.com) for signature
2026-08-10 - 2:34:13 PM GMT
-  Document emailed to Madison Diotte (mdiotte@dataco.ca) for signature
2026-08-10 - 2:34:13 PM GMT
-  Document emailed to John Edmunds (john.edmunds@dataco.ca) for signature
2026-08-10 - 2:34:13 PM GMT
-  Document emailed to Chris Kanten (ckanten@enmax.com) for signature
2026-08-10 - 2:34:13 PM GMT
-  Email viewed by Madison Diotte (mdiotte@dataco.ca)
2026-08-10 - 8:51:36 PM GMT
-  Document e-signed by Madison Diotte (mdiotte@dataco.ca)
Signature Date: 2026-08-10 - 8:55:26 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Email viewed by John Edmunds (john.edmunds@dataco.ca)
2026-08-17 - 5:50:12 PM GMT
-  Document e-signed by John Edmunds (john.edmunds@dataco.ca)
Signature Date: 2026-08-17 - 5:51:08 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Email viewed by Venkata Kommula (kommula.venkata.s@gmail.com)
2026-08-18 - 5:45:43 AM GMT

 Email viewed by Chris Kanten (ckanten@enmax.com)

2026-08-18 - 8:51:56 PM GMT

 Document e-signed by Chris Kanten (ckanten@enmax.com)

Signature Date: 2026-08-18 - 9:05:01 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

 Email viewed by Sheldon Kerr (sheldon@uuwac.org)

2026-08-19 - 4:34:35 PM GMT

 Document e-signed by Sheldon Kerr (sheldon@uuwac.org)

Signature Date: 2026-08-19 - 4:35:28 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Document e-signed by Venkata Kommula (kommula.venkata.s@gmail.com)

Signature Date: 2026-08-21 - 5:19:24 AM GMT - Time Source: server - Signature Appearance Selected: DRAW

 Agreement completed.

2026-08-21 - 5:19:24 AM GMT