



COLLECTIVE AGREEMENT

BETWEEN THE

**UNITED UTILITY WORKERS' ASSOCIATION
OF CANADA**

AND

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



JANUARY 1, 2008 to DECEMBER 31, 2010

TABLE OF CONTENTS

Article 1	Recognition and Scope	1
Article 2	Definitions	1
	2.1 Association	
	2.2 Employer	
	2.3 Permanent Part-Time Employee	
	2.4 Temporary Employee	
Article 3	Management Rights	2
Article 4	Association Membership	2
Article 5	Association Dues	2
Article 6	Association Representatives	2
Article 7	Seniority	3
Article 8	Probationary Period	4
Article 9	Hours of Work	4
	9.1 Lethbridge & Red Deer	
Article 10	Holidays and Holiday Pay	4
Article 11	Vacation	5
Article 12	Leaves of Absence	6
	12.1 Bereavement Leave	
	12.2 Funeral Leave	6
	12.3 Pallbearer Leave	
	12.4 Elections.....	7
	12.5 Court Witness	
	12.6 Jury Duty	
	12.7 Maternity Leave / Parental Leave	
	12.8 Sick Leave	8
	12.9 Work Related Injury Absence	9
Article 13	Job Postings	9
Article 14	Job Descriptions and Job Evaluation	9
Article 15	Non-Discrimination	10
Article 16	Harassment	10
	16.2 Sexual Harassment	
	16.3 Personal Harassment	
Article 17	Discipline, Resignation and Dismissal.	11
Article 18	Layoff and Recall	11
Article 19	Job Security	13
Article 20	Grievance Procedure	13
Article 21	Cellular Phones	14
Article 22	Vehicle Expenses	14
	22.1 Mileage	
	22.2 Red Deer and Lethbridge Flat Rate/Monthly Vehicle Allowance	
	22.3 Red Deer Day Reconnect and Disconnect Meter Readers	
	22.4 Lethbridge Meter Readers	
	22.5 Calgary Service Technicians	

Article 23	Safety	16
Article 24	Clothing, Tools and Equipment	16
	24.2 Fire Retardant Clothing	
	24.3 Footwear Allowance	
	a) Red Deer and Lethbridge	
	b) Calgary Meter Shop	
	c) Temporary Employees	
	24.4 Uniforms / Clothing	17
	a) Red Deer and Lethbridge	
	b) Temporary Employees	
Article 25	Training	17
	25.1 Upgrading Courses	
	25.2 New Employees	
	25.3 Training Allowance	
	25.4 Training Instructor Allowance	
Article 26	Pay Rates and Other Payments	17
	26.1 a) Service Technicians – Calgary.....	18
	b) Electrician - Calgary	
	26.2 Meter Readers – Lethbridge & Red Deer	18
	26.3 Standby / On-Call – Calgary & Red Deer	
	26.4 Acting Managerial Pay	19
	26.5 RRSP Contribution	19
Article 27	Classifications	19
Article 28	Validity of Agreement	19
Article 29	Term of Agreement	20

LETTERS OF UNDERSTANDING

#1-Calgary Weekend On-Call Rates	21
#2-Rates Re: Trips To or From Field Services	22
#3-Benefits	23
#4-Sub-Metering Work	25

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ARTICLE 1 – RECOGNITION AND SCOPE

- 1.1** Dataco Utility Services Ltd., Dataco Utility Services (Calgary) Ltd. and Dataco Utility Services (Red Deer) 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.
- 2.3** A "Permanent Part-Time Employee" is an employee hired to fill a part time position that is of a continuing nature. The incumbent may work an assigned regular schedule, but shall not work more than fifty (50) hours per bi-weekly pay period, except that the employee may, in addition, relieve a full time employee on a leave of absence, sick leave or vacation without change to part-time status. The incumbent may also be assigned to and voluntarily accept duties at other locations or headquarters in order to supplement their hours of work. Part time employees shall not be used to fill full-time positions on an ongoing basis. No more than 5% of the workforce may be part-time without the approval of the Association.
- 2.4** 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 and a Footwear Allowance pro-rated to their length of employ if they are hired as Meter Readers.

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.

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 of the Association shall be allowed 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.

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** Routes 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. 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.

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

and any other holiday approved by the Employer or legislation.

- 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.

10.5 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.

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.

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 th and 5 th years	Three (3) weeks
6 to 9 years	Four (4) weeks
10 to 16 years	Five (5) weeks
17 plus years	Six (6) weeks

11.2 Employees shall be entitled to paid vacation at the employee's basic rate of pay at the time vacation is taken calculated as at the last 30 days 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 verbally 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 March 15th of each year.

11.6 Vacations may not be accrued from one year to the next and are to be taken in the calendar year of entitlement.

- 11.7 Vacation pay is not calculated on sick days, bereavement leave or recognized holidays.
- 11.8 For Calgary area employees only, vacation pay shall be reduced by twenty (20) percent, recognizing vehicle cost reduction.

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 hour. 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.

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

An employee is 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 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.

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 paid for by the Employer. 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.
- 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** Should the Employer decide to reduce the number of employees due to lack of available work, the layoff shall be on a last in, first out basis in each classification
- 18.2** Employees shall not be required to move or assume other service points and may choose to be laid off should their work area be the area affected.
- 18.3** Temporary employees shall be laid off prior to permanent employees.
- 18.4** Placement of staff after layoff shall be according to seniority.

- 18.5** 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.
- 18.6** 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.
- 18.7** 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.
- 18.8** 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.
- 18.9** 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.
- 18.10** 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) weeks pay per year of service.

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

It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible. Therefore it is recommended that the grievor attempt to resolve the grievance with the employee's designated supervisor as soon as possible. However, this does not restrict the grievor from processing the grievance in accordance with Step 1 of this section.

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.

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. Representatives of the Employer and the Association shall meet within ten (10) working days 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 five (5) 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.

- 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. 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 forty seven cents per kilometre (\$0.47/km). This premium shall be paid to the employee not more than five (5) working days after the beginning of each month.

Effective January 1, 2009 increase as per the consumer price index for transportation costs in Alberta provided by Statistics Canada.

Effective January 1, 2010 increase as per the consumer price index for transportation costs in Alberta provided by Statistics Canada.

22.2 Red Deer and Lethbridge Flat Rate/Monthly Vehicle Allowance

a) Employees in Lethbridge and Red Deer shall be paid two hundred and fifty dollars (\$250.00) 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 twelve dollars and fifty cents (\$12.50) 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 Lethbridge Meter Readers will be paid mileage and a ten dollar (\$10.00) 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.

22.5 Calgary Service Technicians shall receive ten dollars (\$10.00) 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.

22.6 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.

ARTICLE 24 – CLOTHING, TOOLS AND EQUIPMENT

- 24.1** The Employer shall provide and maintain all required tools, equipment and supplies required in the safe and proper performance of the employee's duties.
- 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
- a) The Employer shall pay Red Deer and Lethbridge employees an allowance of two hundred and twenty five dollars (\$225.00) per year.
 - b) The Employer shall pay one hundred dollars (\$100.00) per year to Calgary employees who work in the Meter Shop
 - c) Temporary employees shall receive the Footwear Allowance, pro-rated to their length of employ, if they are hired as Meter Readers.

24.4 Uniforms / Clothing

- a) Each employee in Red Deer and Lethbridge 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 dollars (\$100) for trousers and shorts. Part time employees shall receive an annual allowance of fifty dollars (\$50) for trousers and shorts.

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.
- 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 (\$18.75) per hour (if they use their own vehicle) or fifteen dollars (\$15.00) per hour if they do not use their own vehicle while attending or travelling to and from training.
- 25.4** Employees responsible for training (the “trainer”) shall receive either a training allowance of two hundred and fifty dollars (\$250.00) 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, 2009 to December 31, 2009: all current pay rates and other payments under this section and including rates in the attached Letters of Understanding but excluding Article 26.5, shall be increased by the amount indicated in the Consumer Price Index for Alberta from Statistics Canada. The parties agree to meet and confirm the correct amount of increase at the beginning of January.

For the period of January 1, 2010 to December 31, 2010: all current pay rates and other payments under this section and including rates in the attached Letters

of Understanding but excluding Article 26.5, shall be increased by the amount indicated in the Consumer Price Index for Alberta from Statistics Canada. The parties agree to meet and confirm the correct amount of increase at the beginning of January.

In the event the CPI is a negative amount in either year, it shall be treated as 0%, i.e. it shall not reduce rates and the parties agree to negotiate new rates.

26.1a) Service Technicians – Calgary

SERVICE	Effective Jan 1, 2008	
Financial C/O – no load limiter	\$ 6.91	
Financial C/O – load limiter	\$ 7.84	
COT C/O	\$ 6.91	
Elevator Trip	\$ 2.19	
COT application	\$ 4.39	
Reconnect – with load limiter	\$ 7.84	
Reconnect – no load limiter	\$ 6.91	
Recall – residential	\$ 8.15	
Recall – business	\$13.81	

b) Electrician – Calgary

Effective Jan 1/08 \$48.07 hr

c) Rush or emergency reconnects Calgary

Employees performing rush or emergency reconnects will be paid sixty five dollars (\$65) for each rush or emergency reconnect performed in addition to regular wages.

26.2 Meter Readers – Lethbridge & Red Deer

WAGES per hour	Effective Jan 1, 2008	
Starting wage	\$17.06	
After 6 months	\$18.03	
After 1 year	\$18.98	

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

a) Calgary, Red Deer and Lethbridge employees who are on-call shall receive fifty dollars and thirty four cents (\$50.34) 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 a standby/on-call fee of fifty dollars and thirty four cents

(\$50.34) per night. 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).
- 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 2:00 p.m.

26.4 Acting Managerial Pay

A Red Deer or Lethbridge employee who is asked to assume managerial duties, shall be paid two dollars (\$2.09) 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 gross earnings.

ARTICLE 27 – CLASSIFICATIONS

CALGARY	LETHBRIDGE	RED DEER
Service Technician	Meter Reader	Meter Reader
Electrician		

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, 2008** to **December 31, 2010** 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**

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

**John Edmunds
President**

**Douglas Cooper
Assistant Business Manager**

This ____ day of April, 2008

LETTER OF UNDERSTANDING #1

BETWEEN

**DATAACO UTILITY SERVICES LTD.
DATAACO UTILITY SERVICES (CALGARY) LTD.
DATAACO 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 \$36.58 per day in addition to the current piece rate of \$13.80 paid to weekend Service Technicians.

**Signed on behalf of
Dataaco**

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

John Edmunds

Douglas Cooper

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 ____ day of April, 2008.

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 \$6.91 per trip to Field Services. The current rate of 2.5 times \$6.91 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**

John Edmunds

Douglas Cooper

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 ____ day of April, 2008.

LETTER OF UNDERSTANDING #3

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**

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 Manulife.

January 1, 2008 to December 31, 2008 the Employer shall subsidize the cost of the benefit plan by paying twenty percent (20%) of the total cost of the plan for each employee registered in the plan. Each individual employee will be responsible for the remaining cost.

January 1, 2009 to December 31, 2009 the Employer shall subsidize the cost of the benefit plan by paying forty percent (40%) of the total cost of the plan for each employee registered in the plan. Each individual employee will be responsible for the remaining cost.

January 1, 2010 to December 31, 2010 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.

LOU #3 continued

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**

John Edmunds

Douglas Cooper

As agreed by the parties on the ____ day of April, 2008.

LETTER OF UNDERSTANDING #4

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**

Sub Metering Work for Ozz Electric

Employees performing sub-metering work for Ozz Electric in Edmonton, Alberta shall be paid he following:

- Meter technicians: \$21.00 per hour
- Electricians: \$52.00 per hour
- After 40 hrs worked shall be paid time and one half the above applicable rates.
- After 50 hours worked shall be paid double the above applicable rates.
- Shall be paid mileage costs of not less than forty-seven cents (.47) per kilometre.
- Shall be paid per deim for living expenses of not less than sixty dollars (\$60) per day.

This Letter of Understanding shall be appended to and form part of the Collective Agreement and is subject to its terms and conditions.

**Signed on behalf of
Dataco**

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

John Edmunds

Douglas Cooper

As agreed by the parties on the ____ day of April, 2008.