

COLLECTIVE AGREEMENT

Between



XYLEM Canada LP
(hereinafter referred to as the "Employer")

And



**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 378**
(hereinafter referred to as the "Union")

May 1, 2024 to April 30, 2027

Table of Contents

ARTICLE 1 - PURPOSE.....	5
1.1.....	5
1.2.....	5
ARTICLE 2 - UNION SECURITY AND RECOGNITION.....	5
2.1.....	5
2.2.....	5
2.3.....	5
2.4.....	6
2.5 Union Insignia.....	6
2.6.....	6
2.7 Union Access.....	6
ARTICLE 3 - UNION REPRESENTATION.....	7
3.1.....	7
3.2.....	7
ARTICLE 4 - THE RIGHTS OF THE EMPLOYER.....	7
4.1.....	7
ARTICLE 5 - DEFINITION OF EMPLOYEES.....	7
5.1 Probationary Period.....	7
5.2 Full-time Regular.....	7
5.3 Temporary.....	7
6.1 Hours of Work.....	7
6.2.....	8
6.3.....	8
6.4 Overtime Premiums.....	8
6.5.....	8
6.6.....	8
6.7.....	8
6.8.....	8
6.9 Banked Overtime.....	8
ARTICLE 7 - STATUTORY HOLIDAYS.....	9
7.1.....	9
7.2.....	9
7.3.....	9
7.4 "Floating" Holidays.....	9
ARTICLE 8 - ANNUAL VACATIONS.....	9
8.1.....	9
8.2.....	10
8.3.....	10
8.4.....	10
8.5.....	10
8.6.....	10
8.7.....	10
ARTICLE 9 - LEAVE OF ABSENCE.....	11
9.1 Union Business.....	11
Trainee Union Representatives.....	11
9.2 Bereavement Leave.....	11
9.3 Special Leave without Pay.....	11
9.4 Jury Duty.....	12

9.5	Pregnancy and Parental/Adoption Leave.....	12
9.6	Family Responsibility Leave	14
9.7	Compassionate Care Leave	14
9.8	Transitioning Leave	16
ARTICLE 10 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN.....		17
10.1	Sick Leave	17
10.2	Medical Plan	17
10.3	Short and Long Term Salary Continuance (W.I.P. and L.T.D. Plan).....	17
10.4	Group Life and Accidental Death and Dismemberment Plans.....	17
10.5	Pension Plan	17
10.6	Dental Plan	17
10.7	Extended Health.....	17
10.8	.....	18
10.9	.....	18
ARTICLE 11 - SALARIES.....		18
11.1	.....	18
11.2	.....	18
11.3	.....	18
11.4	Promotional Increases	19
11.5	Salary Progression.....	19
11.6	.....	19
12.1	Job Vacancies	19
12.2	Promotion	19
12.3	.....	19
12.4	Notice of Lay-off	19
12.5	.....	20
12.6	.....	20
12.7	Recall	20
12.8	.....	20
12.9	Salary Policy on Recalls and Demotions	20
ARTICLE 13 - SENIORITY		20
13.1	.....	21
13.2	.....	21
13.3	.....	21
13.4	.....	21
13.5	.....	21
13.6	.....	21
13.7	.....	21
ARTICLE 14 - GENERAL		21
14.1	.....	21
14.2	.....	21
14.3	.....	21
14.4	Picket Lines.....	21
14.5	Bulletin Boards	22
14.6	.....	22
14.7	Safety Shoes	22
14.8	Environmental Safety & Health Committee (Joint Occupational Health and Safety Committee)	22
14.9	Occupational First Aid Requirements and Courses	23

14.10	Personnel Files.....	23
14.11	First Aid Attendant	23
ARTICLE 15 - DISCHARGE AND TERMINATION.....		23
15.1	.....	23
15.2	.....	23
ARTICLE 16 - TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY.....		23
16.1	.....	24
16.2	.....	24
16.3	.....	24
16.4	.....	24
16.5	.....	24
16.6	.....	24
ARTICLE 17 - GRIEVANCE PROCEDURE.....		24
17.1	.....	24
17.2	.....	25
17.3	.....	25
ARTICLE 18 - ARBITRATION		25
18.1	.....	25
18.2	.....	25
18.3	.....	25
18.4	.....	25
18.5	.....	26
18.6	.....	26
18.7	.....	26
ARTICLE 19 - SINGLE ARBITRATOR.....		26
19.1	.....	26
19.2	.....	26
19.3	.....	26
19.4	.....	26
19.5	.....	26
ARTICLE 20 - DURATION ALTERNATE DISPUTE RESOLUTION NON-BINDING ...		27
ARTICLE 21 - DISCRIMINATION AND HARASSMENT		28
21.1	No Discrimination, Sexual, Racial, or Personal Harassment.....	28
21.2	Definitions	28
21.3	Respectful Work Place Mediation Procedure.....	29
ARTICLE 22 - IMPACT OF LEGISLATION.....		30
ARTICLE 23 - DURATION.....		31
APPENDIX "A"		31
JOB CLASSIFICATIONS AND SALARY SCALES.....		31
LETTER OF UNDERSTANDING #1.....		32
SUBJECT: SALES INCENTIVE PROGRAMS.....		32
LETTER OF UNDERSTANDING #2		33
SUBJECT: TRAINING AND DEVELOPMENT OF EMPLOYEES.....		33
LETTER OF UNDERSTANDING #3		34
SUBJECT: WORKING FROM HOME.....		34

COLLECTIVE AGREEMENT

BETWEEN: XYLEM Canada LP
(hereinafter referred to as the "Employer")

(Party of the First Part)

AND: MoveUP
CANADIAN OFFICE and PROFESSIONAL EMPLOYEES UNION,
LOCAL 378
(hereinafter referred to as the "Union")

(Party of the Second Part)

ARTICLE 1 - PURPOSE

1.1

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to clearly define the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interest of the Employer and employees and in recognition whereof, the Parties hereto covenant and agree as follows:

1.2

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, religion, ancestry, place of origin, age, sex, gender identity, gender expression, sexual orientation, family status, physical or mental disability, criminal conviction, political belief, or marital status.

ARTICLE 2 - UNION SECURITY AND RECOGNITION

2.1

This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified under the Labour Relations Code and shall be binding on the Employer and the Union and their respective successors and assigns.

2.2

The Employer agrees that all employees covered under this Agreement as a condition of employment, shall, within thirty (30) days from the effective date of this Agreement, become and remain members of the Union.

2.3

The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement, shall, as a condition of employment, within thirty (30) days from the date of employment, become and remain members of the Union.

2.4

The Employer will honour written assignments of wages for Union dues, initiation fees and general membership assessments and shall remit such to the Union monthly together with the following information as to the persons from whose pay such deductions have been made:

- | | |
|-----------------------------|--------------------------------------|
| (a) employee id number | (g) date of hire |
| (b) name – address | (h) work location |
| (c) monthly salary | (i) telephone number, except where |
| (d) amount of dues deducted | employees have expressly indicated |
| (e) job classification | to the Corporation that their number |
| (f) employee status | is unlisted |

In addition to the above the Employer will provide the Union, as changes occur, with a list of the applicable following information along with the monthly report.

- i) new hires
- ii) terminations
- iii) promotions
- iv) demotions
- v) employees on extended leave of absence

Such information shall be supplied by the Employer and in a form mutually acceptable to the parties.

2.5 Union Insignia

A Union member shall have the right to wear a lapel pin and/or tie with the recognized insignia of the Union. One (1) Union shop card, furnished by the Union, will be displayed to public view at the entrances to the premises. Such card will not exceed 3.5 inches x 2 inches in dimensions, and shall be surrendered upon demand by the Union.

2.6

Bargaining unit work shall not be performed by anyone who is not a member of the bargaining unit.

The employee will have a choice to combine two (2) fifteen (15) minute breaks and one half (1/2) hour lunch break into an extended lunch with approval of a manager.

2.7 Union Access

The Employer agrees that access to its premises shall be allowed to any representative of the Union for the purpose of meeting with the Employer concerning business related to the Union or job stewards and any specifically affected employees pertaining to a grievance or potential grievance, provided advance notice is supplied to the Employer, in which case such permission shall not be unreasonably denied.

It is understood and agreed that the Union representatives visiting the workplace or premises of the Employer shall not interfere in the work performed by the employees, without the express permission of management and such permission will not be unreasonably denied.

ARTICLE 3 - UNION REPRESENTATION

3.1

The Employer shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such Office Steward(s) for carrying out the duties proper to that position. The Union shall inform the Employer of the names of the Office Steward(s).

3.2

The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) will obtain permission from their immediate supervisor before leaving their immediate area for such purposes and such permission will not be unreasonably denied.

ARTICLE 4 - THE RIGHTS OF THE EMPLOYER

4.1

The Union recognizes the rights of the Employer to operate the business and direct the working force subject to the provisions of this Agreement.

ARTICLE 5 - DEFINITION OF EMPLOYEES

5.1 Probationary Period

All new employees, except temporary employees, will be considered probationary for the first one hundred fifty (150) days of employment. After one hundred fifty (150) days' employment, an employee will become regular. Temporary employees transferred to or attaining regular status shall have their temporary period of employment included in their probationary period.

5.2 Full-time Regular

An employee hired to work on a full-time basis in a regular continuing position.

5.3 Temporary

An employee hired for a specified period not exceeding three (3) months' duration, except when extended by mutual agreement between the Union and the Employer. A temporary employee attaining regular status will have rights under this Agreement which are based on length of service or seniority dated from the start of continuous employment. Unless and until a temporary employee attains regular status, such employee shall be excluded from all terms of this Agreement except appropriate hours, wages and overtime sections.

ARTICLE 6 - HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

6.1 Hours of Work

On a bi-weekly work schedule seventy-five (75) hours, ten (10) x seven and one-half (7 ½) hour days, Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. Employees may vary their start time between 7:00 a.m. and 9:00 a.m. when mutually

agreeable between the employee and their manager. This shall be done in order of seniority. All other provisions under this article shall apply accordingly.

6.2

A lunch period of one-half (1/2) hour will be provided and taken within the two (2) hours in the middle of the regular working day. Precise time to be arranged between the Employer and the employee.

The employee will have a choice to combine two (2) fifteen (15) minute breaks and one-half (1/2) hour lunch break into extended lunch with approval of manager.

6.3

Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided without loss of pay.

6.4 Overtime Premiums

All time worked before or after the regularly established working day or in excess of the hours per day as outlined in Section 1, Monday to Friday, shall be considered overtime and be paid for at 200% of the employee's prorated hourly rate.

6.5

All time worked on Saturday and/or Sunday shall be considered as overtime and paid at the rate of 200% of the employee's prorated hourly rate.

6.6

An employee requested to work overtime beyond the regular work day shall be allowed a meal expense of \$16.00 (receipts required) and a half hour (1/2) paid meal period at the overtime rate of pay, provided such overtime is in excess of two (2) hours' work. The meal period may be taken before, during or after the overtime work, as may be mutually agreed.

6.7

An employee called back to work after completing a regular day's work, or from a regular day off shall be paid overtime rates for a minimum of four (4) hours or for time worked, whichever is greater. It is understood that this provision shall not apply for purposes of inventory overtime (Article 6, Section 3 through 6, shall apply in that instance provided such inventory overtime is performed Monday to Friday inclusive).

6.8

Employees may decline overtime on a seniority basis providing there are other qualified employees available to perform the work. In such cases, the junior employees cannot decline to work overtime.

6.9 Banked Overtime

An employee may bank up to twenty (20) hours of overtime at double time, equivalent to forty (40) hours regular rate.

Minimum to be used as time off is seven and one-half (7 1/2) hours regular rate.

Banked overtime can be taken at any time that is acceptable to the company.

ARTICLE 7 - STATUTORY HOLIDAYS

7.1

The Employer agrees to provide all employees with the following statutory holidays, with pay:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
BC Day	Labour Day	National Day of Truth and Reconciliation
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. Should any of the above holidays fall on an employee's regular day off, the employee shall receive an additional day or days off, with pay, to be taken either a Friday or a Monday or at a time mutually agreed with the Employer.

7.2

No work shall be performed by employees on the above-mentioned holidays except in unforeseen circumstances. Work performed on such occasions will be paid for at the rate of double the employee's regular rate in addition to the regular salary.

7.3

In the event any of the holidays enumerated in Section 1 above, occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

7.4 "Floating" Holidays

In addition to the holidays stipulated in Section 1 above, upon completion of the probationary period, each employee will be entitled to one (1) paid holiday in each year of service thereafter. This will be known as a "floating" holiday to be taken at a time mutually agreeable to the Employer and the employee.

ARTICLE 8 - ANNUAL VACATIONS

8.1

Vacation entitlement will be earned from May 1st through April 30th of each year. In the first year of employment an employee will earn a pro-rated entitlement of one (1) day per month from their date of hire up to April 30th, to a maximum of ten (10) days.

Vacation must be taken between the 1st of May and the 30th of April following the end of the reference year.

Employees starting employment before or on the 15th of the month will accrue one day for the month.

All employees shall be entitled to a vacation in accordance with the following schedule:

- (a) Upon completion of six (6) months' service in their first vacation year, an employee shall be entitled to receive a paid vacation of five (5) working days which if taken, will be deducted from their total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.
- (b) Each employee who completes one (1) vacation year shall receive a paid vacation of ten (10) working days, subject to (a) above. Payment for such vacation shall be at current salary or four (4%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

8.2

Each employee who completes two (2) vacation years' service shall receive three (3) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or six (6%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

8.3

Each employee who completes six (6) vacation years' service shall receive four (4) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or eight (8%) percent of gross earnings for the period in which vacation was earned, whichever is greater.

8.4

Each employee who completes eleven (11) vacation years' service shall receive five (5) weeks' paid vacation. Pay for such vacation shall be at the employee's current salary or ten (10%) percent of gross earnings for the period in which vacation was earned, whichever is greater. Each employee who completes twenty (20) vacation year' service shall receive six (6) weeks paid vacation. Pay for such a vacation shall be at the employee's current salary or 12% of gross earnings for the period in which vacation was earned, whichever is greater.

8.5

Employees shall be permitted to carry forward up to one (1) week of vacation to the following year provided they request to do so by March 31st of the current year.

8.6

If an employee so requests, the Employer will provide three (3) weeks of the employee's vacation time in the summer months (June 15th to September 15th). If a dispute arises, vacation periods will be allocated on the basis of seniority. In the summer months, vacation periods will be allocated on the basis of seniority, providing however that all vacation time taken be consistent with the efficient operation of the business.

8.7

Employees shall select their vacation periods in order of seniority as defined in this Agreement; however, only one (1) vacation period shall be selected by seniority until all employees in the signing group have selected one (1) period. Subsequently, all employees in the signing group who have chosen to take their vacations in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

ARTICLE 9 - LEAVE OF ABSENCE

9.1 Union Business

Leave of absence without pay will be granted to employees for the purpose of attending to Union business providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least one (1) week notice, in writing.

Employees elected or appointed to full time Union positions will be granted a leave of absence without pay on request. Time spent with the Union will be considered as service with the Employer and the employee will continue to accrue seniority with the Employer during such period. Employees on such leave will at their option continue to participate in all Employer welfare plans, provided the Union reimburses the Employer on a monthly basis for the cost of such premiums. Employees on leave to work for the Union on application to the Employer will be re-employed by the Employer at a job level equivalent to that which the employee left to work for the Union. The salary of the employee on re-employment will be that salary which the employee would have attained in their classification assuming they had never left the employment of the Employer.

Trainee Union Representatives

The Employer will grant leave of absence to an employee requested by the Union to serve as a Trainee Union Representative, in accordance with the foregoing paragraph, subject to the following conditions:

- the timing of the leave will be subject to departmental operating considerations;
- the period of absence will not exceed two (2) continuous months, unless otherwise agreed by the Employer;
- only one (1) such leave will be granted in a twelve (12) month period.

9.2 Bereavement Leave

In case of death in the immediate family of the employee, i.e. spouse, common-law spouse, fiancé, parent, children (including step-children, foster children, or any other child in legal guardianship), sibling, step-sibling, grandparent, an employee shall be granted compassionate leave of five (5) days with pay. For other family members of the employee, i.e. sibling in-law, parent-in-law, an employee shall be granted compassionate leave of three

(3) days with pay. Such leave of absence will not be charged against paid sick leave or annual vacation entitlement. The Employer must be notified of the employee's intention to use this provision. Where the employee is required to travel out of the Lower Mainland region, this leave shall be extended up to a maximum of four (4) days with pay for other family members.

9.3 Special Leave without Pay

If an employee desires a leave of absence for reasons other than those referred to in this Article, the employee must obtain permission, in writing, for such leave from the Employer. It is understood that such leave shall not interfere with the operation of the department concerned.

9.4 Jury Duty

Employees who are subpoenaed as witnesses or required by law to serve as jurors or witnesses in any court shall be granted leave of absence with pay for this purpose. The employee concerned shall deposit with the Employer any pay received for such service, other than expenses, and shall render an accounting of amounts received together with proof of service. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day, shall not exceed eight (8) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of eight (8) hours, shall be considered overtime and paid as such.

9.5 Pregnancy and Parental/Adoption Leave

Pregnancy Leave

- (1) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) consecutive weeks of unpaid leave.
 - (a) Beginning
 - (i) no earlier than thirteen (13) weeks before the expected birth date, and
 - (ii) no later than the actual birth date, and
 - (b) Ending
 - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
 - (ii) no later than seventeen (17) weeks after the actual birth date,
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
- (3) An employee is entitled to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when her leave ends under Clause (1) or (2).
- (4) A request for leave must
 - (a) be given in writing to the Employer,
 - (b) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - (c) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Clause (3).
- (5) A request for a shorter period under Clause (1) (b) (i) must

- (a) Be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
- (b) If required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Parental Leave

- (6) An employee who requests parental leave under this section is entitled to,
 - (a) for a parent who takes leave under Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end the leave taken under Pregnancy Leave unless the Employer and employee agree otherwise.
 - (b) for a parent who does not take leave under Pregnancy Leave in relation to the birth of the child or children with respect to whom the parental leave is to be take, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event,
 - (c) For an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave beginning with seventy-eight (78) weeks after the child is placed with the parent.
- (7) If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Parental Leave.
- (8) A request for leave must:
 - (a) be given is writing to the Employer,
 - (b) if the request is for leave under Clause (1)(a), (b) or (c), be given to the Employer at the least four (4) weeks before the employee proposes to begin leave, and
 - (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (9) An employee's combined entitlement to leave under Pregnancy Leave and Parental Leave sections is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under Pregnancy Leave or Parental Leave.

Duties of the Employer

- (10) An Employer must give an employee who request leave under this Article the leave to which the employee is entitled.
- (11) An Employer must not, because of an employee's pregnancy or a leave allowed by this Article,
 - (a) terminate employment, or
 - (b) change a condition of employment without the employee's written consent.
- (12) As soon as the leave ends, the Employer must place the employee
 - (a) in the position the employee held before taking leave under this Article, or in a comparable position
- (13) If the Employer's operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in this Collective Agreement,

comply with (3) above as soon as operations are resume.

- (14) The services of an employee who is on leave under this Article are deemed to be continuous for the purpose of
 - (a) calculating annual vacation entitlement and
 - (b) any pension, medical or other plan beneficial to the employee.
- (15) The Employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave
 - (a) if the Employer pays the total cost of the plan;
 - (b) if both the Employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
- (16) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

Other

- (17) Upon request, the employee shall be granted ten (10) weeks leave, in addition to the leave above, without pay. Such leave of absence may be extended by mutual agreement upon application by the employee.
- (18) Seniority shall accrue during periods of pregnancy/parental leave.

Pregnancy and Parental Leave Top-Up Language

- (19) A birth parent or adoptive parent who is taking Leave for the birth or adoption of their child without applying for, qualifying for or accepting EI benefits, shall receive one (1) week's leave with full pay at the time of the birth. An employee who gives birth and who is not taking pregnancy leave for the birth in the same circumstances as above, shall receive an additional week's pay.
- (20) An employee shall be eligible for up to seventy-eight (78) consecutive weeks combined parental and pregnancy, to be taken in accordance with the provisions of the *Employment standards Act* seventy-six (76) weeks may be eligible for EI benefits; fifteen (15) weeks for pregnancy (maternity) benefits and up to thirty-five (35) weeks of standard or sixty-one (61) weeks of extended parental benefits.

9.6 Family Responsibility Leave

- (a) An employee is entitled to up to five (5) days of unpaid leave for any one event to meet responsibilities related to the care, health, or education of a child in the employee's care or the care or health of any other member of the employee's immediate family.
- (b) Family Responsibility Leave may be utilized to take dependents to medical and dental appointments that cannot be scheduled on the employee's regularly scheduled day off.
- (c) Family Responsibility Leave shall apply to non-custodial children in the care of the employee.

9.7 Compassionate Care Leave

- 1) In this section, "family member" means:
In relation to an employee:

- (a) The employee's spouse, child, parent, sibling, grandchild or grandparent;
 - (b) any person who lives with the employee as member of the employee's family;
 - (c) the employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
- (d) The spouse of the employee's sibling or step-sibling, child or step-child, grandparent, grand-child, aunt or uncle, niece or nephew, current or former foster-child or guardian.
- 2) in relation to an employee's spouse:
- a) the spouse's child, parent or step-parent, sibling or step-sibling;
 - b) the spouse's grandparent, grandchild, aunt or uncle, niece or nephew;
 - c) the spouse's current or former foster parent, or current or former ward.
- 3) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of the death within 26 weeks, or such other period as may be prescribed, after
- a) The date the certificate is issued, or
 - b) If the leave began before the date the certificate is issued, the date the leave began.
- 4) The employee must give the employer a copy of the certificate as soon as practicable.
- 5) An employee may begin a leave under this section no earlier than the first day of the week in which the period under clause (3) begins.
- 6) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
- a) The family member passes away;
 - b) The expiration of 52 weeks or other prescribed period from the date the leave began.
- 7) A leave taken under this section must be taken in units of one or more weeks.
- 8) If an employee takes a leave under this section and the family member to whom clause (3) applies does not pass away within the period referred to in that clause, the employee may take a further leave after obtaining a new certificate in accordance with clause (3), and clause (4) to (7) apply to the further leave.
- 9) An employee who is on compassionate care leave is considered to be continuously employed for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other plans of benefit to the employee under the collective agreement.
- a) If an employee wants to continue their benefit coverage, they will need to reimburse the Employer on a monthly basis to continue their benefit plan coverage. If an Employee does not want to reimburse the Employer, they will not receive benefits.
 - b) Employees are also entitled to all increases in wages and benefits that the employee would have received if the leave had not been taken.
 - c) An employer may not terminate an employee, or change a condition of employment because of a leave, without the employee's written consent.

- d) When the leave ends, the employer must place the employee in their former position or a comparable one.

9.8 Transitioning Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical or non-medical procedure(s) related to a physical and/or emotional change from one gender to another shall be granted a leave of absence without loss of service or seniority and will be eligible for sickness and accident coverage while absent. Standard STD/LTD coverage will apply in accordance with provincial legislation and the current insurance policy/coverage at that time.

9.9 Medical/Dental Leave

An Employee shall be able to use sick time for the purpose of attending medical or dental appointments during working hours. An Employee will provide the Employer with as much notice as possible of such appointments.

9.10 First Responder Leave

Employees who are volunteer emergency and rescue workers, specifically volunteer firefighters and members of Search and Rescue Volunteer Association of Canada (SARVAC), will receive five (5) days paid leave to provide emergency services when dispatched. Other employees who wish to volunteer to assist in an emergency or natural disaster situation shall also be entitled to this paid leave with the approval of their Manager. Such approval shall not be unreasonably denied.

9.11 Quarantine Leave

Any Employee who is required to be in a Government or Health Authority mandated Quarantine shall have the option to work remotely, from home, unless they are ill and unable to work at all. In that case they shall be able to access their sick leave, short-term disability, and long-term disability if applicable.

9.12 Domestic Violence Leave

An employee who requests leave under this Article is entitled to up to 10 days of paid leave and up to 17 weeks of unpaid leave if an employee or the employee's child has experienced domestic or sexual violence.

ARTICLE 10 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN

10.1 Sick Leave

All full-time regular employees shall be entitled to Seventy-Five (75) hours' or the equivalent of ten (10) working days paid sick leave per annum, whichever is greater. This entitlement shall be taken as needed based on the employee's current rate of pay. Any unused time will be paid at the employee's current rate at the end of the year, on the payroll prior to the holidays.

10.2 Employer's Health Tax (EHT) and BC Medical Services Plan (MSP)-

The Union and the Company agree to eliminate all references in the Collective Agreement to the provincial Medical Services Plan (MSP).

The elimination of the reference to MSP is due to changes in the provincial laws, Healthcare in BC is now primarily funded through the Employer Health Tax (EHT), not the MSP. The deletion of the references to MSP in the Collective Agreement also reflects that the Employer is no longer required to manage employee. Employees can now manage their own accounts directly with the province. For example, an employee can add or remove a dependent from their MSP directly with the province.

Should the Province of British Columbia re-introduce MSP or equivalent program, the language of the Collective Agreement will revert to that from 2021 – 2024 agreement whatever it refers to MSP, and the name of the new, equivalent program, if different from MSP, will replace those references.

10.3 Short Term Salary Continuance and Long-Term Disability Plan

The Employer agrees to provide and maintain the current plans in effect during the term of this Agreement at no cost to the employee. Such benefit shall be effective two (2) days after absence due to illness or accident.

10.4 Group Life and Accidental Death and Dismemberment Plans

The Employer agrees to provide and maintain the current plans in effect during the term of this Agreement at no cost to the employees.

10.5 Pension Plan

The Employer agrees to contribute twelve (12%) percent of hourly wages effective May 1, 2021 to the Pension Plan as defined by the Union for every hour any regular employee enrolled in the plan receives wages. Eligibility, benefits, and other conditions of the Plan shall be as outlined in the Union Pension Brochure subject to the terms of the Trust Agreement or as amended by the authorized Trustees of the Plan. Contributions must be forwarded by the Employer to the Administrator by the fifteenth (15th) day of the month following the month which contributions cover.

The Employer shall provide a copy of the brochure to each employee on request.

10.6 Dental Plan

The Union Prepaid Dental Plan shall continue to be made available to all eligible employees (and their dependants) desiring same. The Employer agrees to pay full premium costs. The Plan shall provide the following benefits: 100% for Part "A" and Seventy (70) % for Part "B" effective March 1, 2025 with no limit on total claims value per year.

10.7 Extended Health

The Pacific Blue Cross Extended Health Benefit Plan or equivalent shall be made available to all employees. This Plan shall include an eyeglass option of five hundred (\$500.00) dollars every twenty-four (24) months. An eye exam will be covered each twenty-four (24) months provided there is no other coverage and must be from a recognized ophthalmologist. Premium costs shall be fully paid by the Employer.

Increase all paramedical coverages included in the plan to \$500.00 per service. For example:

- a) acupuncturist~~\$500~~ \$1000.00
- b) chiropractor\$500
- c) massage Practitioner no calendar year limit
- d) naturopath\$500
- e) psychologist or mental health practitioner\$1000.00
- f) physiotherapistno calendar year limit
- g) podiatrist.....\$500
- h) speech language pathologist /speech therapist \$500
- i) private duty care by a registered nurse for a person with an acute condition in the person's home.

10.8

Details of the above Health and Welfare Plans shall be made available to all employees on request.

10.9

It shall be the responsibility of the Employer to advise the employees of the benefits available and to provide said employees with the necessary application cards to join the Plans. It shall then be the employee's responsibility to complete the application cards for benefits under the Plans and return same to the Company Representative, who shall be responsible for forwarding them to the carrier(s). All benefits excluding pension, will be available after three (3) months of continuous service.

ARTICLE 11 - SALARIES

11.1

Employees will be classified in accordance with the skills used and shall be paid not less than the salary specified for such classification in accordance with the salary plan classifications and duties outlined thereunder, as set forth in Appendix "A", which is attached hereto and made part of this Agreement. Job classifications shall not be changed, nor shall the established hours of work, or rates of pay be altered, without agreement of the Union.

11.2

Any position not covered by Appendix "A", new positions which may be established during the life of this Agreement, or re-classification of existing positions, shall be subject to negotiation and agreement between the Employer and the Union with respect to classification and salary for the position in question. In the event the Parties fail to agree, such matters may be referred to the grievance and arbitration procedures as defined in Articles 17, 18 and 19 of this Agreement.

11.3

It is agreed that the salaries contained in Appendix "A" are minimum salaries. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee, within the bargaining unit, nor shall it be so construed that any employee may not be given an increase in pay before period specified or be advanced or promoted in the service of the Employer.

11.4 Promotional Increases

An employee who is promoted to a higher position shall be placed on a step in the salary range for the new job classification which shall ensure an increase in salary.

11.5 Salary Progression

Employees shall progress automatically up the salary range for their job groupings in accordance with the required service on the job. However, if an employee is placed on a length of service step higher than the minimum required by their service, i.e. on being hired or by promotion, the employee shall receive increases thereafter as provided for in their job group salary range, e.g. an employee placed on the six (6) month step, shall not be required to wait twelve (12) months before proceeding to the twelve (12) month step, but shall be paid the twelve (12) month rate after six (6) months' service at the six (6) month step.

Employees shall not be placed on salaries other than those shown in the schedule of salary ranges.

11.6

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid the higher rate as determined by the foregoing Section 4, for the period so employed. This provision shall not apply for brief relief periods of three (3) days or less.

ARTICLE 12 - HIRING, PROMOTION, LAY-OFF AND RECALL

12.1 Job Vacancies

The Employer shall fill job vacancies from within the bargaining unit before hiring new employees, providing employees are available with the necessary qualifications and ability to fill the vacant positions. Each vacancy shall be posted on the bulletin boards on the Employer's premises for at least three (3) working days, with a copy to the Union outlining job title, group classification and salary range.

12.2 Promotion.

Promotion shall be made on the basis of seniority and ability to do the job. In the event two (2) or more employees have similar abilities, the employee with the greatest seniority shall be selected.

12.3

An employee promoted to a higher rated position shall be on trial for the first sixty (60) days. If during the first sixty (60) days the employee is considered to be unsuitable, the employee shall be returned to their former position or one of equal rank and shall be paid their former salary plus any increments which the employee may have become entitled to had they not been promoted.

12.4 Notice of Lay-off

- a) If a reduction of regular employees is necessary due to a shortage of work, or for reasons beyond the control of the employer, the employer shall meet with, and advise the Union of the proposed reduction and the jobs affected as soon as possible and no reduction in staff shall occur until the following procedures are applied.
- b) The following procedure shall be adopted: the employee with the least amount of the seniority in any classification will be the first laid-off from that job, but they may displace an employee in the same or lower classification with the least seniority in such classification, providing they have the qualifications to satisfactorily perform the job and have greater seniority.

- c) Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority.

12.5

All regular (i.e. permanent) employees shall be given two (2) weeks' notice of lay-off or two (2) weeks' salary in lieu of notice.

12.6

Any regular full-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on a recall list for a period of twelve (12) months.

12.7 Recall

Employees on the recall list shall have the right to return to a vacancy in their former job classifications or to a similar classification for which they are qualified.

12.8

Notice of recall to an employee who has been laid-off shall be made by registered mail to the last known address of the employee. The employee must respond to such notice within three (3) days of receiving it or possibly lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose rights thereby, but such employee may be bypassed for the position available. An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

12.9 Salary Policy on Recalls and Demotions

- (a) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of lay-off.
- (a) Employees recalled to a position in a salary range which is lower than for their former position, shall be paid their former salary if it is not higher than the maximum rate for the position to which they are recalled. If the former salary is higher, they shall be paid the maximum rate for the lower position.
- (c) The foregoing salary policy shall also apply in the case of demotions due to lay-offs and other circumstances.

ARTICLE 13 - SENIORITY

13.1

Seniority shall mean length of continuous service, with the Employer and its predecessors, as an employee in the bargaining unit, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

13.2

Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for the purpose of determining seniority credit.

13.3

An employee who leaves the bargaining unit to fill a position with the Employer excluded from the unit by agreement between the Union and the Employer or the Labour Relations Code, shall be credited with accumulative seniority (seniority held at date of leaving the bargaining unit plus accrued credit from the date of re-entry to the unit).

13.4 An employee on approved leave of absence under Article 9, Sections 1 to 8, or Article 10 will accrue seniority for those periods.

13.5 An employee laid-off and placed on the recall list under Article 12, Section 6, will retain seniority during the period of lay-off.

13.6 No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from last date of entry as an employee of the Employer, as provided in Article 5, Section 3.

13.7 Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

ARTICLE 14 - GENERAL

14.1 Employees in the bargaining unit shall not be asked to make any written or verbal contract which may conflict with this Agreement.

14.2 Wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

14.3 No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any agency or person outside the bargaining unit.

14.4 Picket Lines

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of their duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

14.5 Bulletin Boards

Will be made available to the Union for the purpose of posting notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All notices shall be submitted to the Employer before being posted. Approval shall not be withheld unreasonably by the Employer.

14.6 The Company agrees that there will be no lock-out during the present Collective Agreement. The Union agrees that during the term of this Agreement there will be no strikes, or other collective action which will restrict or limit production or services, or interfere with Company operations.

14.7 Safety Shoes

The Company will contribute to a maximum of two hundred and twenty (\$220.00) dollars for the purchase of safety shoes, for the Technical Sales Co-ordinator doing Rentals, Sales, and Service or required to work in the shop area.

Each twelve (12) months, proof of purchase must be presented in order to receive

reimbursement.

14.8 Environmental Safety & Health Committee (Joint Occupational Health and Safety Committee)

A Joint Union/Employer Committee shall be established. It shall be composed of one (1) representative named by the Union, one (1) representative named by the Employer, and one (1) representative of the shop personnel.

The Health and Safety Committee shall meet regularly at least once each quarter. In addition, the Committee shall hold meetings, upon mutual agreement of the Union and the Employer, to deal with unsafe, hazardous or dangerous conditions. Meetings shall be scheduled during normal hours of operation. Representatives of the Union shall suffer no loss of pay for attending such meetings, jobsite inspections or accident/incident investigations.

Minutes of all Health and Safety Committee meetings shall be kept and copies of such minutes shall be posted on the Union bulletin board. All recommendations and requests from the joint Health and Safety Committee shall be followed up by the committee members.

The Union representatives on the Health and Safety Committee shall be entitled to educational leave that is not currently provided by Xylem' ESH program and providing the Employer's work requirements will allow for such a leave. The Union will request such leave by giving the Employer at least two (2) weeks' notice in writing.

14.9 Occupational First Aid Requirements and Courses

Where the Employer requires an employee to perform first aid duties, in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer and leave of absence to take the necessary course(s) shall be granted with pay.

14.10 Personnel Files

A personnel file will be maintained by the Employer for each employee. A copy of all documents placed on an employee's personnel file, which are not of a routine administrative nature, will be provided to the employee at the time of filing.

An employee will have the right to review their personnel file upon reasonable written notice.

Upon written request, an employee will also be provided with a copy of the information in the employee's personnel file at no charge. An employee may make appropriate entries into the employee's personnel file. A copy of any such entry shall be provided to the employee's Supervisor.

The Union will have right of access to an employee's personnel file providing the employee gives their authorisation to the Employer in writing. In giving the Union access, the employee agrees to hold the Employer harmless with respect to the Union's use of that information.

Formal disciplinary action taken by the Employer will be removed from an employee's personnel file after twelve (12) months from date of origin.

14.11 First Aid Attendant

When an employee is designated as First Aid Attendant by the Employer, they shall receive fifty cents (\$.50) per hour above the employee's classification rate of pay. The Employer will pay the maintenance cost of an appointed First Aid Attendant's Certificate.

ARTICLE 15 - DISCHARGE AND TERMINATION

15.1

It is hereby agreed that the Employer has the right to discharge for just cause and notice or pay in lieu of notice may be given in the event of such discharge, at the Employer's option.

15.2

If a regular employee is terminated, except as provided in Section 1 above, said employee shall receive two (2) weeks' notice immediately prior to the date of termination, or the equivalent in wages. If notice is given immediately prior to the vacation period of any employee, such employee shall receive two (2) weeks' wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

ARTICLE 16 - TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY

16.1

The Employer will provide the Union with as much notice as possible of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification.

16.2

Wherever practical, employees becoming redundant due to new equipment or procedures, shall be eligible for retraining to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining will be provided by the Employer without cost and without loss of pay to the affected employee(s).

16.3

In cases where the retraining of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Section, shall receive all the benefits the employee had accrued during employment at the end of the recall period or at such earlier time as the employee may elect to terminate. Under this section the provisions of Article 12, Section 4 shall not apply.

16.4

Severance pay as provided for in Section 5 following, shall be due and payable to a displaced employee, immediately upon termination.

16.5

In the event that an employee is laid-off due to lack of work or other condition bringing about their redundancy, the Company will provide said employee with a severance payment established as follows:

Seniority

Less than twelve (12) months

Severance Pay

None

Twelve (12) months or more of

Two (2) weeks at regular salary rate for the first fully completed year of employment and two (2) additional weeks of salary at regular rate for each additional fully completed year of employment, to a maximum of thirty-five (35) weeks.

N.B. This section shall not apply when an employee is terminated for cause, when they resign, when they retire, or when they leave the Company or is terminated by the Company for any other reason other than lack of work.

16.6

Where a matter arises under Section 76 of the Labour Code of British Columbia Act, either Party may submit such matter to an arbitrator appointed pursuant to Article 19 of this Agreement. The arbitrator so appointed shall have the powers set out in Section 76.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1

"Grievance" means any difference or dispute concerning the interpretation, application, administration, or alleged violation of this collective Agreement, whether between the Employer and any employee or employees bound by this collective Agreement or between the Employer and the Union.

17.2

Grievances or complaints shall be settled in the following manner:

- (a) If the employee has a complaint against the Employer, it shall be referred to as a grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Employer or the Union has a complaint, it shall be referred to as a dispute, and the procedure for settlement shall commence with Step 3.

STEP 1: The employee involved shall first take up the grievance with the supervisor directly in charge of the work within ten (10) working days of the circumstances giving rise to the grievance. The employee shall be accompanied by an Office Steward or Representative of the Union.

STEP 2: If the grievance is not satisfactorily settled at Step 1, the employee and Chief Office Steward or Representative shall submit the grievance, in writing, to the Regional Director or Human Resources representative as designated by the Employer within the next ten (10) working days.

STEP 3: If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days, to the Representative(s) of the Union and the Representative(s) of the Employer. Failing settlement within a further ten (10) working days of receipt of notice, the dispute may be referred to arbitration, as set forth in Article 18 or 19.

17.3

The time limits set forth in this Article may be extended by mutual agreement between the Union and the Employer.

ARTICLE 18 - ARBITRATION

18.1

Where any difference arises between the Parties as to the interpretation, application,

operation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable or not, the matter may be referred by either Party to an Arbitration Board of three (3) members composed as follows:

18.2

The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party, in writing, of its appointment and the particulars of the grievance in dispute.

18.3

The Party receiving the notice shall, within five (5) days, appoint a member to the Board and shall notify the other Party of its appointment.

18.4

The two (2) arbitrators so appointed shall confer to select a third Party to be Chairperson and failing, for five (5) days from their appointment to agree upon a person willing to act, either of them may apply to the Collective Agreement Arbitration Bureau for the Province of British Columbia to appoint a Chairperson. Hearings shall commence within thirty (30) days of the appointment of the Chairperson.

18.5

The Arbitration Board shall hear the Parties, settle the terms of question to be arbitrated, and make its award within fifteen (15) days of the completion of the hearings, except when the time is extended by the agreement of the Parties. The Board shall deliver its award, in writing, to each of the Parties and the award of the majority of the Board shall be final and binding on the Parties and shall be carried out forthwith.

18.6

The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

18.7

Each Party shall pay their own costs and expenses of the Arbitration, the remuneration and disbursements of their appointees and one-half (1/2) the expenses of the Chairperson.

ARTICLE 19 - SINGLE ARBITRATOR

As an alternative procedure to Article 18, the Parties to this Agreement may, if it is mutually agreed to do so, agree upon a Single Arbitrator as a means of settling disputes appropriate to such procedure as follows:

19.1

The Party desiring Arbitration under this Article will notify the other Party, in writing, in accordance with the provisions of Article 17.

19.2

The Parties to the dispute will thereupon meet within ten (10) working days to decide upon an Arbitrator. Failing agreement on this within ten (10) days of such notice, or in the event one of the Parties declines the procedure, notice of arbitration as provided in Article 18, may be given by either Party.

19.3

Upon agreed appointment of an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within fifteen (15) days of the appointment or within such extended period as may be mutually agreed to by the Parties to the dispute. The Arbitrator shall deliver his award, in writing, to each of the Parties and this award shall be final and binding upon each of the Parties and shall be carried out

forthwith. An Arbitration award under this Article shall not be subject to further procedure under Article 18 of this Agreement.

19.4

The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

19.5

Each Party shall pay their own costs and expenses of the Arbitration and one-half (1/2) the remuneration and disbursements or expenses of the Arbitrator.

ARTICLE 20 - ALTERNATE DISPUTE RESOLUTION NON-BINDING

At the conclusion of the discussions pursuant to the grievance procedure set out above, should a grievance remain unresolved, except discharge or termination grievances or suspension grievances over twenty-one (21) working days, either party may refer the unresolved grievance to Alternate Grievance Dispute Resolution as set out below.

1. The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 19 - Single Arbitrator.
2. Should either party seek a third party "non-binding option", the parties agree to exchange a brief written statement including the following:
 - a) summary of the grievance
 - b) the alleged violation of the collective agreement, and
 - c) the remedy sought
3. Such written statement will be referred to a mutually agreed mediator, for mediation and a non-binding recommendation to settle the grievance.
4. The parties may provide to the Mediator above, an Agreed Statement of Facts.
5. The Mediator's recommendations will be issued within two (2) weeks of the mediation.
6. The Mediator's recommendations will be privileged and will not be referred to at any time for any purpose.
7. The Mediator's recommendation will be without prejudice and will have nonprecedential value in any other proceeding.

ARTICLE 21 - DISCRIMINATION AND HARASSMENT

21.1 No Discrimination, Sexual, Racial, or Personal Harassment

The parties recognize the right of all employees to work in an environment free from sexual, racial, and personal harassment.

Neither the Union nor the Employer in carrying out its obligations under the Collective Agreement, will discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise, because of race, colour, ancestry, place of origin, political belief, religion, marital

status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, Definition of these protected classes will be consistent with the definitions in the B.C. Human Rights Code.

Notwithstanding the above, the parties agree that should any new protected classes be added to the Human Rights Code during the life of this Agreement that they will be deemed to be included in this language.

21.2 Definitions

(a) Discrimination

Discrimination shall include the denial of opportunity to a person or a class of people, based on any of the grounds prohibited under the B.C. Human Rights Code,

(b) Sexual Harassment

Sexual harassment is comment on conduct of sexual nature - verbal, physical or by innuendo - including sexual advances, requests for sexual favours, suggestive comments or gestures, physical contact, including assault, when any of the following occurs:

- i) the conduct is engaged in, or the comment is made by a person who knows, or ought reasonably to know, that the conduct or comment is unwanted or unwelcome.
- ii) the conduct or comment has the effect of creating an intimidating, humiliating, hostile or offensive work environment, and jury include the expression of sexist attitudes, language or behaviour.
- iii) the conduct or comment is accompanied by a reward, or the express or implied promise of a reward, for compliance.
- iv) the conduct or comment is accompanied by reprisal or an express or implied threat of reprisal, for refusal to comply.
- v) The conduct or comment is accompanied by the actual denial of opportunity, or express or implied threat of the denial of opportunity.

(c) Racial Harassment

Racial harassment is defined as objectionable comment or conduct of a racial nature, which results in intimidating, humiliating, hostile or offensive work environment.

(d) Personal Harassment

Personal harassment is defined by the parties as behaviour which denies an individual their dignity or respect by creating an intimidating, humiliating, hostile, or offensive work environment and which may constitute discrimination on the basis of any of the grounds

21.3 Respectful Work Place Mediation Procedure

(a) Intent of Procedure

Pursuant to the provisions of this Article, the following procedure will apply when dealing with personal harassment complaints; that is, complaints other than those related to grounds prohibited under the B.C. Human Rights Code. The intent of this procedure is to promote early intervention and access to mediation as a means of facilitating, where possible, a resolution. Where mediation occurs, it will be conducted without prejudice to any further action by either part.

(b) Requesting Mediation

- i) Prior to requesting mediation, an employee who believes they are the recipient of inappropriate or unacceptable behaviour is encouraged to deal directly with the person(s) whose behaviour is at issue in an effort to come to a resolution.
- ii) If dealing directly with the person is either unsuccessful, or is considered inappropriate, the complainant may seek the confidential advice of the Union or Human Resources.
- iii) Requests for mediation may be initiated through the Union, or Human Resources. The nature of the offending behaviour, relevant dates, and the name of the person whose behaviour is at issue will be submitted in writing, signed by the complainant, to Human Resources. Human Resources will provide a copy of all mediation requests to the Union Representative.

(c) Mediation Process

- i) Human Resources will assign a Mediator within five (5) working days of receipt of the signed mediation request. Mediator assignment will be on a rotational basis from a list of candidates deemed qualified and acceptable to the parties. Costs associated with Mediators will be borne by the Employer. The mediation will be completed within ten (10) working days from the date of assignment, or as soon thereafter as practicable.
- ii) Each party may be accompanied in the mediation process by a readily available Employer/Union Representative for support.
- iii) The Mediator will, in situations where the mediation results in a resolution, generate a settlement agreement within five (5) working days of the conclusion of the mediation. Settlement agreements will not alter, modify or amend any part of the Collective Agreement and will be administered in accordance with the terms of the Collective Agreement. The settlement agreement will be signed and exchanged by both parties with copies going to the Union Representative and Human Resources.
- iv) Should either party to the settlement agreement, within the first six months of the Agreement, be of the opinion the Agreement has been breached, they will make their views known to either the Union Representative or Human Resources. The Union Representative and Human Resources will work with the parties in an effort to restore the

Agreement. This may involve referring the parties back to the original Mediator.

- v) Any initial issue arising between the parties to the settlement agreement, beyond the first six months of the Agreement, will be deemed to be a new issue and will be dealt with through the appropriate mechanism.
- vi) In situations where, in the opinion of the Mediator, a resolution is not to be found, the Mediator will conclude the mediation. This will be done in consultation with the Union Representative and Human Resources. The Mediator will, within ten (10) working days of the conclusion of mediation, issue a report to the Union Representative and Human Resources outlining the reasons for concluding the mediation.

ARTICLE 22 - IMPACT OF LEGISLATION

22.1

1. In the event that existing or future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall negotiate a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
2. The Parties agree that the intent of negotiations referred to in this Article shall be to substitute equivalent provisions to make up for any rights, privileges, benefits or remuneration lost pursuant to the legislation.
3. If after forty-five (45) working days from the commencement of negotiations referred to in Article 22.1(a) the matter has become deadlocked, then either the Union or the Employer may refer the matter to an impartial arbitrator for final binding determination.

ARTICLE 23 – DURATION

- 23.1** This Agreement will in full force and effect on and after the 1st day of May ~~2021~~ **2024**, up to and including the 30th day of April ~~2024~~ **2027**. After the expiry date of this Agreement and until a revised agreement is signed, this Agreement and all its provisions shall remain in full force and effect without prejudicing the position of the revised agreement in making any matter retroactive in such revised agreement.

Dated at Coquitlam, BC this 12th day of August 2024.

SIGNED on BEHALF of the EMPLOYER

Party of the Second Part



David Okano
Branch Manager-Vancouver

SIGNED on BEHALF of the UNION

Alina Teymory
Union Representative

Hoda Jafari
Bargaining Committee

E&OE
AT/hp: usw 2009

APPENDIX "A"

JOB CLASSIFICATIONS AND SALARY SCALES

Effective May 1, 2024 – 4.00%

	Start	3 Mos.	12 Mos.	24 Mos.	36 Mos.
Mail & File Clerk	18.64				
General Clerk & Secretary	20.39	21.48	22.56	24.76	
Agent Sales & Administration	29.23	30.26	31.30	32.33	34.49
Technical Sales Co-ordinator	33.98	35.19	36.39	37.50	40.27

Effective May 1, 2025 – 4.00%

	Start	3 Mos.	12 Mos.	24 Mos.	36 Mos.
Mail & File Clerk	19.39				
General Clerk & Secretary	21.21	22.34	23.46	25.75	
Agent Sales & Administration	30.40	31.47	32.55	33.62	35.87
Technical Sales Co-ordinator	35.34	36.60	37.85	39.00	41.88

Effective May 1, 2026 – 3.75%

	Start	3 Mos.	12 Mos.	24 Mos.	36 Mos.
Mail & File Clerk	20.12				
General Clerk & Secretary	22.01	23.18	24.34	27.62	
Agent Sales & Administration	31.54	32.65	33.77	34.88	37.22
Technical Sales Co-ordinator	36.67	37.97	39.27	40.46	43.45

Signing bonus payment of seven hundred and fifty (\$750.00) dollars per each MoveUP member paid upon ratification.

E&OE
AT/hp: usw2009

LETTER OF UNDERSTANDING #1

BETWEEN: XYLEM CANADA LP

**AND: CANADIAN OFFICE and PROFESSIONAL EMPLOYEES UNION,
LOCAL 378**

SUBJECT: SALES INCENTIVE PROGRAMS

The following Letter of Understanding is attached to and shall form part of the Collective Agreement. This Letter shall continue in full force and effect from year to year, until terminated or amended by agreement of the Parties.

The Parties hereto agree as follows:

Company Sales Incentive Programs

Bargaining unit employees shall be allowed to participate in specific Company sales incentive programs in accordance with the rules and parameters established by the Company for each program.

Dated at Coquitlam, BC this 9th day of March, 2009.

SIGNED on BEHALF of the EMPLOYER
Party of the First Part

SIGNED on BEHALF of the UNION
Party of the Second Part

“original copy signed”
Michael Kerman, Regional Manager

“original copy signed”
Barry Hodson, Business Representative

“original copy signed”
Marie Hébert, Director - HR

“original copy signed”
Charmaine Murray – Secretary-Treasurer

Re-signed at Coquitlam, BC this 6th day of August 2024.



FOR THE EMPLOYER
David Okano
Branch Manager-Vancouver

FOR THE UNION
Alina Teymory
Union Representative

AT/hp: usw 2009

LETTER OF UNDERSTANDING #2

BETWEEN: XYLEM CANADA LP

AND: MoveUP, (Canadian Office and Professional Employees Union, Local 378)

SUBJECT: TRAINING AND DEVELOPMENT OF EMPLOYEES

The parties agree that employee development opportunities are essential to the continued success of Xylem. As such, employees are encouraged to develop their knowledge and understanding in areas beneficial to their position with the organization.

Employees shall be eligible to participate in the Employer's external training program.

Dated at Coquitlam, BC this 28th day of February, 2017.

SIGNED on BEHALF of the EMPLOYER
Party of the First Part

SIGNED on BEHALF of the UNION
Party of the Second Part

"original copy signed"
Juergen Sommerfeld
Pacific Regional Sales Manager

"original copy signed"
Trevor Hansen
Union Representative

Re-signed at Coquitlam, BC this 6th day of August 2024.



FOR THE EMPLOYER
David Okano
Branch Manager-Vancouver

FOR THE UNION
Alina Teymory
Union Representative

AT/hp: usw 2009

LETTER OF UNDERSTANDING #3

BETWEEN: XYLEM CANADA LP

AND: MoveUP, (Canadian Office and Professional Employees Union, Local 378)

SUBJECT: HYBRID WORK ARRANGEMENT

For the purposes of this Letter of Understanding, "working from home" is defined as performing work onsite for a minimum of one (1) day per week and for a total of twenty (20) days each quarter. ~~from an employee's residence.~~ Where a holiday, sick day or vacation time of less than five (5) business days coincides with the scheduled day in the office, it is expected that an alternate day will be worked onsite. Where an extended leave of more than five (5) business days is taken, the number of days required in the office per quarter will be prorated accordingly. There will be times where business needs require time at the office in excess of twenty (20) days per quarter, but the Company will take every effort to align with the required number of onsite days. The Company will provide as much notice as possible when this occurs.

The Collective Agreement applies in all respects except as specifically amended by this letter. Both parties agree that remote work provides benefits to both the Employer and Employee alike, as does working onsite, and therefore a hybrid work arrangement will be in place going forward. As such, the Employer's policy number 30-27, "Canada Remote Work Policy", will apply to all MoveUP members employed at Xylem Canada LP. The Employer shall notify the Union of any changes to their Remote Work Policy.

While working from home employees retain all rights and benefits of the Collective Agreement, including WorkSafe BC coverage during the hours the Employee is working. Salary, benefits and job responsibilities will not change as a result of working remotely.

Dated at Coquitlam, BC this 12th day of August 2024.

SIGNED on BEHALF of the EMPLOYER
Party of the First Part

SIGNED on BEHALF of the UNION
Party of the Second Part



FOR THE EMPLOYER
David Okano
Branch Manager-Vancouver

FOR THE UNION
Alina Teymory
Union Representative

E&OE
AT/hp: usw 2009

LETTER OF UNDERSTANDING #4

BETWEEN: XYLEM CANADA LP

AND: MoveUP, (Canadian Office and Professional Employees Union, Local 378)

SUBJECT: HYBRID WORK ARRANGEMENT ~~WORKING FROM HOME~~

The parties agree if Xylem Canada LP introduces a policy on parental and maternity leave top up MoveUP members will receive the same.

Dated at Coquitlam, BC this 12th day of August 2024.

SIGNED on BEHALF of the EMPLOYER
Party of the First Part



FOR THE EMPLOYER
David Okano
Branch Manager-Vancouver

SIGNED on BEHALF of the UNION
Party of the Second Part

FOR THE UNION
Alina Teymory
Union Representative

E&OE
AT/hp: usw 2009