

COLLECTIVE AGREEMENT

Between



XYLEM WATER SOLUTIONS
(A Division of Xylem Canada Company)
(hereinafter referred to as the "Employer")

And



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

May 1, 2016 to April 30, 2021

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	7
1.1	7
1.2	7
ARTICLE 2 - UNION SECURITY AND RECOGNITION	7
2.1	7
2.2	7
2.3	7
2.4	8
2.5 Union Insignia	8
2.6	8
2.7 Union Access	8
ARTICLE 3 - UNION REPRESENTATION	9
3.1	9
3.2	9
ARTICLE 4 - THE RIGHTS OF THE EMPLOYER.....	9
4.1	9
ARTICLE 5 - DEFINITION OF EMPLOYEES	9
5.1 Probationary Period	9
5.2 Full-time Regular	9
5.3 Temporary	9
ARTICLE 6 - HOURS OF WORK, OVERTIME AND SHIFT PREMIUM	10
6.1 Hours of Work.....	10
6.2	10
6.3	10
6.4 Overtime Premiums	10
6.5	10
6.6	10
6.7.....	10
6.8	10
6.9 Banked Overtime	10
ARTICLE 7 - STATUTORY HOLIDAYS.....	11

7.1	11
7.2.....	11
7.3.....	11
7.4 "Floating" Holidays	11
ARTICLE 8 - ANNUAL VACATIONS	11
8.1.....	11
8.2	12
8.3	12
8.4	12
8.5	12
8.6	12
ARTICLE 9 - LEAVE OF ABSENCE	12
9.1 Union Business.....	12
Trainee Union Representatives	13
9.2 Bereavement Leave	13
9.3 Special Leave without Pay.....	13
9.4 Jury Duty.....	13
9.5 Maternity Leave and Parental/Adoption Leave.....	14
9.6 Family Responsibility Leave	14
9.7 Compassionate Care Leave	14
9.8 Transitioning Leave	14
ARTICLE 10 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN.....	14
10.1 Sick Leave	14
10.2 Medical Plan	14
10.3 Short and Long Term Salary Continuance (W.I.P. and L.T.D. Plan).....	14
10.4 Group Life and Accidental Death and Dismemberment Plans	15
10.5 Pension Plan	15
10.6 Dental Plan	15
10.7 Extended Health.....	15
10.8	15
10.9.....	15
ARTICLE 11 - SALARIES	16
11.1.....	16

11.2	16
11.3	16
11.4 Promotional Increases	16
11.5 Salary Progression.....	16
11.6	16
ARTICLE 12 - HIRING, PROMOTION, LAY-OFF AND RECALL	17
12.1 Job Vacancies	17
12.2 Promotion.....	17
12.3.....	17
12.4 Lay-off.....	17
12.5.....	17
12.6.....	17
12.7 Recall	17
12.8.....	17
12.9 Salary Policy on Recalls and Demotions	18
ARTICLE 13 - SENIORITY	18
13.1	18
13.2.....	18
13.3.....	18
13.4.....	18
13.5.....	18
13.6.....	18
13.7.....	19
ARTICLE 14 - GENERAL.....	19
14.1	19
14.2.....	19
14.3.....	19
14.4 Picket Lines.....	19
14.5 Bulletin Boards	19
14.6.....	19
14.7 Safety Shoes.....	19
14.8 Environmental Safety & Health Committee (Joint Occupational Health and Safety Committee)	20

14.9	Occupational First Aid Requirements and Courses	20
14.10	Personnel Files	20
14.11	First Aid Attendant.....	21
ARTICLE 15 - DISCHARGE AND TERMINATION		21
15.1	.....	21
15.2	.....	21
ARTICLE 16 - TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY		21
16.1	.....	21
16.2	.....	21
16.3	.....	21
16.4	.....	21
16.5	.....	21
16.6	.....	22
ARTICLE 17 - GRIEVANCE PROCEDURE		22
17.1	.....	22
17.2	.....	22
17.3	.....	23
ARTICLE 18 - ARBITRATION.....		23
18.1	.....	23
18.2	.....	23
18.3	.....	23
18.4	.....	23
18.5	.....	23
18.6	.....	23
18.7	.....	23
ARTICLE 19 - SINGLE ARBITRATOR.....		23
19.1	.....	23
19.2	.....	24
19.3	.....	24
19.4	.....	24
19.5	.....	24
ARTICLE 20 - DURATION.....		24
20.1	.....	24

APPENDIX "A" 25
 JOB CLASSIFICATIONS AND SALARY SCALES 25
LETTER OF UNDERSTANDING 27
 SUBJECT: SALES INCENTIVE PROGRAMS 27
LETTER OF UNDERSTANDING 28
 SUBJECT: TRAINING AND DEVELOPMENT OF EMPLOYEES 28

COLLECTIVE AGREEMENT

BETWEEN: XYLEM WATER SOLUTIONS - a division of Xylem Canada Company
(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 define clearly 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.

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 1/2) 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.

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 Years Day	Good Friday	Easter Monday
Victoria Day	Canada Day	BC Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	<u>Family Day</u>

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 eight (8) 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 fifteen (15) 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.

8.5

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.

8.6

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 two (2) weeks' 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), an employee shall be granted compassionate leave of five (5) days with pay. For other family members of the employee, i.e. parent, sibling, step sibling, sibling in-law, parent-in-law, grandparent, 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, he/she 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 Maternity Leave and Parental/Adoption Leave

Leave of absence without pay in case of pregnancy shall be granted in accordance with the *Employment Standards Act*. Such leave will not affect sick leave entitlements or seniority.

9.6 Family Responsibility Leave

Family Responsibility Leave shall be granted in accordance with the provisions of the *Employment Standards Act*.

9.7 Compassionate Care Leave

Compassionate Care Leave shall be granted in accordance with the provisions of the *Employment Standards Act*.

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.

ARTICLE 10 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN

10.1 Sick Leave

All full-time regular employees shall be entitled to sixty-seven and one half (67.5) hours' or the equivalent of nine (9) working days paid sick leave per annum, whichever is greater. This entitlement shall be based on the employee's current rate at the beginning of the year and shall be paid at the beginning of the year.

10.2 Medical Plan

The Employer shall provide all employees with coverage under the B.C. Medicare upon completion of one (1) month's continuous service with the premiums for the plan fully paid by the Employer.

10.3 Short and Long Term Salary Continuance (W.I.P. and L.T.D. 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 eleven percent (11%) of hourly wages effective May 1, 2016 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 50% for Part "B" 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 three hundred and fifty (\$350.00) 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.

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, he/she 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 he/she is considered to be unsuitable, he/she shall be returned to their former position or one of equal rank and shall be paid their former salary plus any increments which he/she may have become entitled to had they not been promoted.

12.4 Lay-off

If a reduction of office staff is necessary, the following procedure shall be adopted: the employee with the least amount of 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.

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 provide 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.

The rates shall be as follows:

May 1, 2016 – April 30, 2017 \$200.00

May 1, 2017 – April 30, 2018 \$205.00

May 1, 2018 – April 30, 2019 \$210.00

May 1, 2019 – April 30, 2020 \$215.00

May 1, 2020 – April 30, 2021 \$220.00

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 he/she had accrued during employment at the end of the recall period or at such earlier time as he/she 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:

<i>Seniority</i>	<i>Severance Pay</i>
Less than twelve (12) months	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 Office Manager or the Personnel Manager 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 - DURATION

20.1

This Agreement will be in full force and effect on and after the **1st** day of **May 2016**, up to and including the **30th** day of **April 2021**. 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 Burnaby, BC this 20th 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

“original copy signed”
Jacky Chan
Bargaining Committee

E&OE
TH/sh:usw 2009

APPENDIX "A"

JOB CLASSIFICATIONS AND SALARY SCALES

Effective May 1, 2016 – 2%

	Start	3 Mos.	12 Mos.	24 Mos.	36 Mos.
Mail & File Clerk	15.00				
General Clerk & Secretary	16.41	17.29	18.16	19.94	
Agent Sales & Administration	23.53	24.36	25.20	26.02	27.76
Technical Sales Co-ordinator	27.35	28.32	29.28	30.19	32.40

Effective May 1, 2017 – 2%

	Start	3 Mos.	12 Mos.	24 Mos.	36 Mos.
Mail & File Clerk	15.30				
General Clerk & Secretary	16.74	17.64	18.52	20.34	
Agent Sales & Administration	24.00	24.85	25.70	26.54	28.32
Technical Sales Co-ordinator	27.90	28.89	29.87	30.79	33.05

Effective May 1, 2018 – 2.5%

	Start	3 Mos.	12 Mos.	24 Mos.	36 Mos.
Mail & File Clerk	15.68				
General Clerk & Secretary	17.16	18.08	18.99	20.85	
Agent Sales & Administration	24.60	25.47	26.35	27.20	29.02
Technical Sales Co-ordinator	28.59	29.61	30.61	31.56	33.88

Effective May 1, 2019 – 2.5%

	Start	3 Mos.	12 Mos.	24 Mos.	36 Mos.
Mail & File Clerk	16.07				
General Clerk & Secretary	17.59	18.53	19.46	21.37	
Agent Sales & Administration	25.22	26.11	27.01	27.88	29.75
Technical Sales Co-ordinator	29.31	30.35	31.38	32.35	34.73

Effective May 1, 2020 – 2.5%

	Start	3 Mos.	12 Mos.	24 Mos.	36 Mos.
Mail & File Clerk	16.48				
General Clerk & Secretary	18.03	18.99	19.95	21.90	
Agent Sales & Administration	25.85	26.76	27.68	28.58	30.49
Technical Sales Co-ordinator	30.04	31.11	32.16	33.16	35.60

Effective following ratification, all employees will receive a \$1000 signing bonus.

E&OE
TH/sh: usw2009

LETTER OF UNDERSTANDING

BETWEEN: XYLEM WATER SOLUTIONS

**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

"original copy signed"
Michael Kerman, Regional Manager

"original copy signed"
Marie Hébert, Director - HR

SIGNED on BEHALF of the UNION
Party of the Second Part

"original copy signed"
Barry Hodson, Business Representative

"original copy signed"
Charmaine Murray – Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN: XYLEM WATER SOLUTIONS

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