

MEMORANDUM OF AGREEMENT

BETWEEN:

**Xylem Water Solutions (ITT Flight)
(hereinafter referred to as the "Employer")**

PARTY OF THE FIRST PART

AND:

**Canadian Office and Professional Employees Union, Local 378 (dba Move Up)
(hereinafter referred to as the "Union")**

PARTY OF THE SECOND PART

WHEREAS:

1. The Parties are bound to a Collective Agreement effective Agreement effective from **2016** through **2021** (the "Collective Agreement").
2. The Parties have engaged in collective bargaining to reach an agreement to renew the Collective Agreement.

THEREFORE:

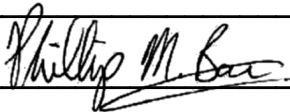
3. The Parties agree that the Collective Agreement is renewed for a term of written 3 years from **April 1, 2021** to **March 31, 2024** with the changes set out in the Memorandum of Agreement subject to the following conditions.
4. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
5. The Parties agree to recommend this Memorandum of Agreement, without reservation, to their respective principals.
6. The changes to the Collective Agreement contained in this Memorandum of Agreement will be effective from **May 1, 2021** unless specifically stated otherwise.
7. All items not addressed herein will be considered withdrawn on a without prejudice basis.
8. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.

9. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of a Collective Agreement.

10. If this Memorandum is ratified, the Union agrees to provide the Employer with a draft copy of the resultant Collective Agreement both in "hard-copy" and digital form within thirty (30) calendar days of the date of completion of the ratification vote and the Employer shall thereafter have fifteen (15) calendar days within which to respond to the draft Collective Agreement provided by the Union. The Parties agree the objective will be to have a finalized Collective Agreement within sixty (60) calendar days of the date of completion of the ratification vote.

Signed at _____, B.C. this 8th day of December 2021

FOR THE EMPLOYER



FOR THE UNION

APPENDIX "A"

Attach all sign off as Appendix A



(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #1	Housekeeping	<i>New</i>	

Housekeeping

All underlined language and any amendments needed to be numbering shall be done under housekeeping. All references to sections amend to read article or clause.

The Union proposes the entire collective agreement be updated to become gender neutral. I.e. 'he/she' be changed to 'the employee'.

E&OE
Signed off this 25 day of November 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #2	7.1	<i>Amend</i>	

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	<u>National Day of Truth and Reconciliation</u>
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.

E&OE

Signed off this 3rd day of December 2021

For the Union

For the Employer



**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #4	8.3	<i>Amend – add 8.4, 8.5 and renumber rest of article</i>	

ARTICLE 8 - ANNUAL VACATIONS

8.3

Each employee who completes eight ~~(8)~~ 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 ~~fifteen (15)~~ twelve (12) 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

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.

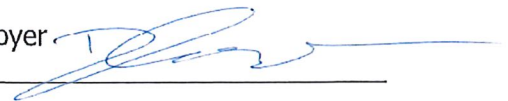
E&OE

Signed off this 3rd day of December 2021

For the Union



For the Employer





**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #5	9.1	<i>Amend</i>	

ARTICLE 9 - LEAVE OF ABSENCE

9.1

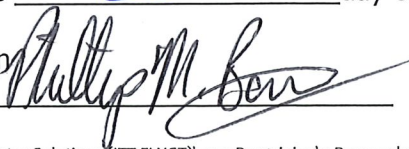
Leave of absence without pay will be granted to employees for the purpose of attending to Union business providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least ~~two (2) weeks'~~ one (1) week notice, in writing.

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.

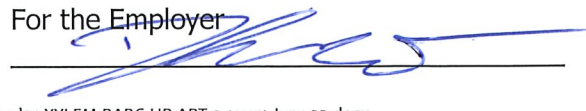
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Signed off this 25th day of November 2021

For the Union



For the Employer





**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #6	9.5	<i>Amend</i>	

ARTICLE 9 – LEAVE OF ABSENCE

9.5 ~~Maternity Leave~~ Pregnancy 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.~~

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 eleven (11) 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 up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she 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 thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of 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 taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
 - (c) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) 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 in writing to the Employer,
 - (b) if the request is for leave under Clause (1)(a), (b) or (c), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and

E&OE
Signed off this 26 day of November 2021

For the Union 

For the Employer 

- (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 fifty-two (52) weeks plus any additional leave the employee is entitled to under Pregnancy Leave or Parental Leave.

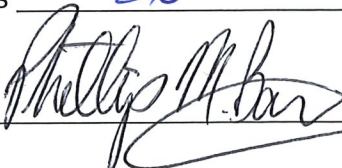
Duties of the Employer

- (10) An Employer must give an employee who requests 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
 - (b) 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 resumed.
- (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.

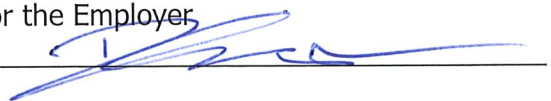
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For the Union



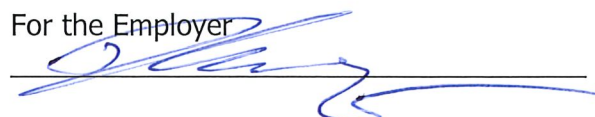
For the Employer



- (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.

E&OE
Signed off this 26 day of November 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #7	9.6	New	

9.6 Family Responsibility Leave

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

- 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.

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Signed off this 26 day of November 2021

For the Union

For the Employer



**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #8	9.7	Amend	

ARTICLE 9 - LEAVE OF ABSENCE

9.7 Compassionate Care Leave

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

- 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 a 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, grandchild, 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 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.

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Signed off this 26 day of November 2021

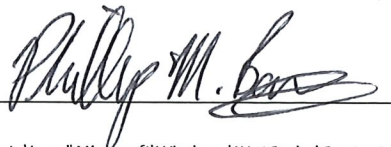
For the Union 

For the Employer 

- 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.

E&OE
Signed off this 26 day of November 20 21

For the Union



For the Employer





**Xylem Water Solutions
PROPOSALS 2021
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(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #9	9.9	NEW	

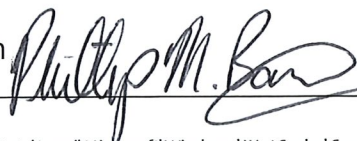
ARTICLE 9 – LEAVE OF ABSENCE

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.

E&OE
Signed off this 26 day of November 2021

For the Union



For the Employer





**Xylem Water Solutions
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(Canadian Office and Professional Employees
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Union			
Number	Affected Article/MOU	Date:	Time:
UP #11	9.11	<i>New</i>	

ARTICLE 9 - LEAVE OF ABSENCE

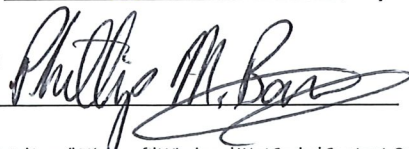
9.11 First Responder Leave

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.

E&OE

Signed off this 26 day of November 2021

For the Union



For the Employer





**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #12	9.12	<i>New</i>	

ARTICLE 9 - LEAVE OF ABSENCE

9.12 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.

E&OE
Signed off this 26 day of November 20 21

For the Union 

For the Employer 



**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #13	9.13	<i>New</i>	

ARTICLE 9 - LEAVE OF ABSENCE

9.13 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.

E&OE

Signed off this 26 day of November 2021

For the Union

Phillip M. Bar

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #15	10.5	<i>Amend</i>	


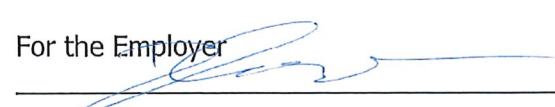
ARTICLE 10 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN

10.5 Pension Plan

The Employer agrees to contribute ~~eleven percent (11%)~~ twelve percent (12%) of hourly wages effective May 1, ~~2016~~ 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.

E&OE
Signed off this 3rd day of December 2021

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #16	10.7	<i>Amend</i>	

ARTICLE 10 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN

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

The Union proposes that the Plan Document become an appendix in the collective agreement as Appendix B

E&OE
Signed off this 3rd day of December 2021

For the Union *Philip M. Bar*

For the Employer *[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union		Date:	Time:
Number	Affected Article/MOU		
UP #17	12.4	<i>Amend</i>	

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

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) ~~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.
- 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.

E&OE
Signed off this 25 day of November 2021

For the Union

For the Employer



**Xylem Water Solutions
PROPOSALS 2021
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(Canadian Office and Professional Employees
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Union			
Number	Affected Article/MOU	Date:	Time:
UP #18	20	<i>New</i>	

ARTICLE 20 – ~~DURATION~~ 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 non-precedential value in any other proceeding.

E&OE
Signed off this 25 day of November 2021

For the Union  For the Employer 



**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
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Union			
Number	Affected Article/MOU	Date:	Time:
UP #19	21	New	

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**

E&OE
Signed off this 25 day of November 2021

For the Union

Phillip M. B...

For the Employer

[Signature]

Sexual harassment is comment or conduct of a 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 may 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 prohibited under the B.C. Human Rights Code.

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

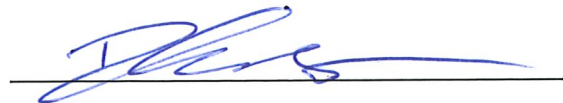
E&OE

Signed off this 25 day of November 2021

For the Union



For the Employer



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.


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For the Union



For the Employer



- 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.

E&OE
Signed off this 25 day of November 2021

For the Union

Phillip M. Bas

For the Employer

[Signature]



**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #20	22	New	

ARTICLE 22 – IMPACT OF LEGISLATION

22.1

- (a) 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.
- (b) 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.
- (c) 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.

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Signed off this 25 day of November 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #21	23	<i>Amend</i>	

ARTICLE ~~20~~ 23- DURATION

20.1-23.1

This Agreement will be in full force and effect on and after the **1st** day of **May 2021**, up to and including the **30th** day of **April 2024**. 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.

E&OE
Signed off this 3rd day of December 2021

For the Union

For the Employer



**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #22	Appendix A	<i>Amend</i>	

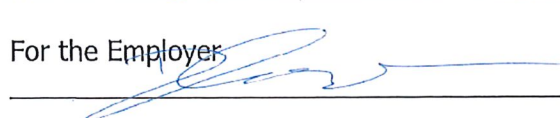
Wage Increase

The Union proposes wage increases of 2.75% May 1st,2021, 2.75% May 1st,2022 and 3% May 1st,2023.

Upon ratification, the employer will pay a signing bonus payment of \$500 to all active employees.

E&OE
Signed off this 3rd day of December 2021

For the Union 

For the Employer 



**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #23	LOU	<i>New – renumber other LOUs</i>	

LOU #3

RE: WORKING FROM HOME

For the purposes of this Letter of Understanding, "working from home" is defined as performing work from an employee's residence.

The Collective Agreement applies in all respects except as specifically amended by this letter.

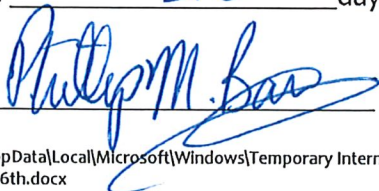
Both parties agree that working from home provides benefits to both the Employer and Employee alike, and that it is the intent of the Employer to continue with Remote Work beyond the end of the Covid-19 Pandemic. As such, the Employer's policy number 30-27, "Canada Remote Work Policy", will apply to all MoveUp members employed at Xylem Water Solutions Inc. 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 from home.

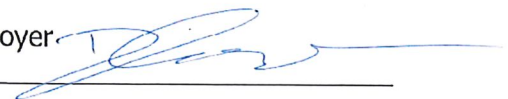
The Employer will provide the Union with the names of all bargaining unit members who are working from home on a bi-annual basis.

E&OE
Signed off this 3rd day of December 2021

For the Union



For the Employer





(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #1	Housekeeping	<i>New</i>	

Housekeeping

All underlined language and any amendments needed to be numbering shall be done under housekeeping. All references to sections amend to read article or clause.

The Union proposes the entire collective agreement be updated to become gender neutral. I.e. 'he/she' be changed to 'the employee'.

E&OE
Signed off this 25 day of November 2021

For the Union

For the Employer



(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #2	7.1	<i>Amend</i>	

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	<u>National Day of Truth and Reconciliation</u>
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.

E&OE

Signed off this 3rd day of December 2021

For the Union

For the Employer



**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #4	8.3	<i>Amend – add 8.4, 8.5 and renumber rest of article</i>	

ARTICLE 8 - ANNUAL VACATIONS

8.3

Each employee who completes eight ~~(8)~~ 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 ~~fifteen (15)~~ twelve (12) 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

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.

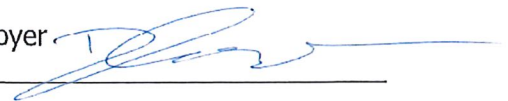
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Signed off this 3rd day of December 2021

For the Union



For the Employer





**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #5	9.1	<i>Amend</i>	

ARTICLE 9 - LEAVE OF ABSENCE

9.1

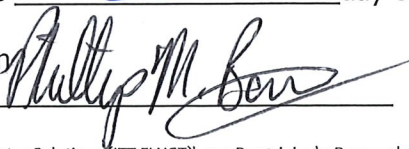
Leave of absence without pay will be granted to employees for the purpose of attending to Union business providing the Employer's work requirements will allow for such leave. The Union will request such leave by giving the Employer at least ~~two (2) weeks'~~ one (1) week notice, in writing.

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.

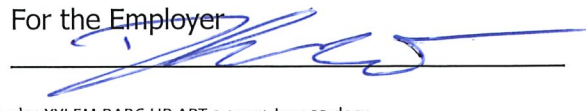
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Signed off this 25th day of November 2021

For the Union



For the Employer





**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #6	9.5	<i>Amend</i>	

ARTICLE 9 – LEAVE OF ABSENCE

9.5 ~~Maternity Leave~~ Pregnancy 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.~~

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 eleven (11) 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 up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she 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 thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of 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 taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event,
 - (c) for an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) 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 in writing to the Employer,
 - (b) if the request is for leave under Clause (1)(a), (b) or (c), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and

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Signed off this 26 day of November 2021

For the Union 

For the Employer 

- (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 fifty-two (52) weeks plus any additional leave the employee is entitled to under Pregnancy Leave or Parental Leave.

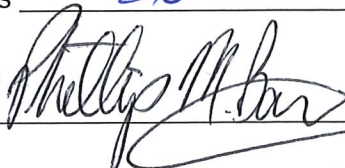
Duties of the Employer

- (10) An Employer must give an employee who requests 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
 - (b) 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 resumed.
- (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.

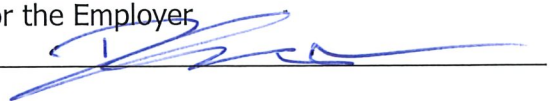
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For the Union



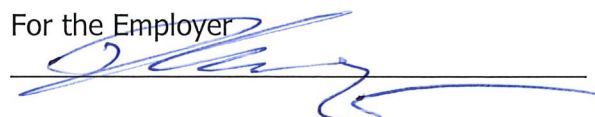
For the Employer



- (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.

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Signed off this 26 day of November 2021

For the Union 

For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #7	9.6	New	

9.6 Family Responsibility Leave

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

- 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.

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For the Union 

For the Employer 



**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #8	9.7	Amend	

ARTICLE 9 - LEAVE OF ABSENCE

9.7 Compassionate Care Leave

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

- 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 a 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, grandchild, 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 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.

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For the Union



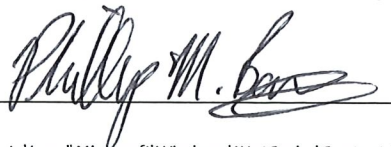
For the Employer



- 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.

E&OE
Signed off this 26 day of November 20 21

For the Union



For the Employer





**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #9	9.9	NEW	

ARTICLE 9 – LEAVE OF ABSENCE

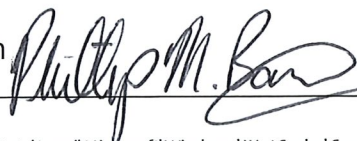
9.9 Medical/Dental Leave

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.

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Signed off this 26 day of November 2021

For the Union



For the Employer





**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #11	9.11	<i>New</i>	

ARTICLE 9 - LEAVE OF ABSENCE

9.11 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.

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Signed off this 26 day of November 2021

For the Union



For the Employer





**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #12	9.12	<i>New</i>	

ARTICLE 9 - LEAVE OF ABSENCE

9.12 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.

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Signed off this 26 day of November 20 21

For the Union 

For the Employer 



**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #13	9.13	<i>New</i>	

ARTICLE 9 - LEAVE OF ABSENCE

9.13 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.

E&OE

Signed off this 26 day of November 2021

For the Union

Phillip M. Bar

For the Employer

[Signature]



(Canadian Office and Professional Employees Union, Local 378)

**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

Union			
Number	Affected Article/MOU	Date:	Time:
UP #15	10.5	<i>Amend</i>	


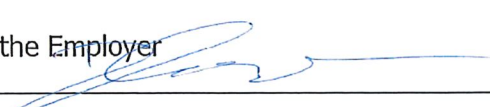
ARTICLE 10 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN

10.5 Pension Plan

The Employer agrees to contribute ~~eleven percent (11%)~~ twelve percent (12%) of hourly wages effective May 1, ~~2016~~ 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.

E&OE
 Signed off this 3rd day of December 2021

For the Union  For the Employer 



(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #16	10.7	<i>Amend</i>	

ARTICLE 10 - SICK LEAVE, WELFARE PLANS AND PENSION PLAN

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

The Union proposes that the Plan Document become an appendix in the collective agreement as Appendix B

E&OE
Signed off this 3rd day of December 2021

For the Union *Philip M. Bar*

For the Employer *[Signature]*



(Canadian Office and Professional Employees Union, Local 378)

Xylem Water Solutions PROPOSALS 2021 Union Proposals (UP Item)

Union			
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UP #17	12.4	<i>Amend</i>	

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

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) ~~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.
- 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.

E&OE

Signed off this 25 day of November 2021

For the Union

For the Employer



**Xylem Water Solutions
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Union			
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UP #18	20	<i>New</i>	

ARTICLE 20 – ~~DURATION~~ 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 non-precedential value in any other proceeding.

E&OE

Signed off this 25 day of November 2021

For the Union

For the Employer



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Union			
Number	Affected Article/MOU	Date:	Time:
UP #19	21	New	

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**

E&OE
Signed off this 25 day of November 2021

For the Union

Phillip M. B...

For the Employer

[Signature]

Sexual harassment is comment or conduct of a 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 may 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 prohibited under the B.C. Human Rights Code.

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

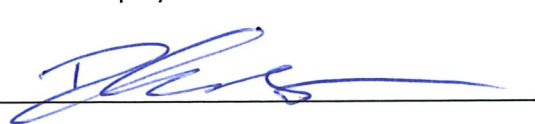
E&OE

Signed off this 25 day of November 2021

For the Union



For the Employer



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.

E&OE
Signed off this 25 day of November 20 21

For the Union



For the Employer



- 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.

E&OE
Signed off this 25 day of November 2021

For the Union

Phillip M. Bas

For the Employer

[Signature]



**Xylem Water Solutions
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Union			
Number	Affected Article/MOU	Date:	Time:
UP #20	22	New	

ARTICLE 22 – IMPACT OF LEGISLATION

22.1

- (a) 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.
- (b) 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.
- (c) 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.

E&OE
Signed off this 25 day of November 2021

For the Union 

For the Employer 



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Union			
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UP #21	23	<i>Amend</i>	

ARTICLE ~~20~~ 23- DURATION

20.1-23.1

This Agreement will be in full force and effect on and after the **1st** day of **May 2021**, up to and including the **30th** day of **April 2024**. 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.

E&OE
Signed off this 3rd day of December 2021

For the Union

Phillip M. Bass

For the Employer

[Signature]



**Xylem Water Solutions
PROPOSALS 2021
Union Proposals (UP Item)**

(Canadian Office and Professional Employees
Union, Local 378)

Union			
Number	Affected Article/MOU	Date:	Time:
UP #22	Appendix A	<i>Amend</i>	

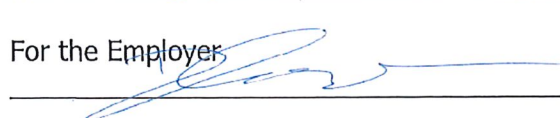
Wage Increase

The Union proposes wage increases of 2.75% May 1st,2021, 2.75% May 1st,2022 and 3% May 1st,2023.

Upon ratification, the employer will pay a signing bonus payment of \$500 to all active employees.

E&OE
Signed off this 3rd day of December 2021

For the Union 

For the Employer 



**Xylem Water Solutions
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Number	Affected Article/MOU	Date:	Time:
UP #23	LOU	<i>New – renumber other LOUs</i>	

LOU #3

RE: WORKING FROM HOME

For the purposes of this Letter of Understanding, "working from home" is defined as performing work from an employee's residence.

The Collective Agreement applies in all respects except as specifically amended by this letter.

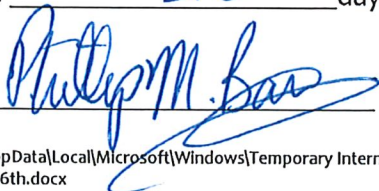
Both parties agree that working from home provides benefits to both the Employer and Employee alike, and that it is the intent of the Employer to continue with Remote Work beyond the end of the Covid-19 Pandemic. As such, the Employer's policy number 30-27, "Canada Remote Work Policy", will apply to all MoveUp members employed at Xylem Water Solutions Inc. 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 from home.

The Employer will provide the Union with the names of all bargaining unit members who are working from home on a bi-annual basis.

E&OE
Signed off this 3rd day of December 2021

For the Union



For the Employer

