

**COLLECTIVE AGREEMENT**

between

**METTLER-TOLEDO INC.**

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS**

**VANCOUVER LODGE #692**

**November 22, 2012 - November 21, 2015**

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**COLLECTIVE AGREEMENT**

BY AND BETWEEN:                   **METTLER-TOLEDO INC.**

(hereinafter referred to as the "Company")

**OF THE FIRST PART**

AND:                                   **INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS, VANCOUVER LODGE #692**

(hereinafter referred to as the "Union")

**OF THE SECOND PART**

**WITNESSETH:**

That in consideration of the mutual covenants and agreements herein set forth, the Parties hereto, and the affected employees are mutually agreed as follows:

**GENERAL PURPOSE:**

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement, and generally to promote the mutual interests of the Company and its employees.

Therefore, the Union accepts responsibility to bind its International and District Officers and Local Representatives to the observance of each and all of the provisions and conditions of this Agreement.

## **ARTICLE 1 - BARGAINING AGENCY**

- 1.01** The Company recognizes the Union as the sole bargaining agency for its employees, as duly certified under the Labour Relations Code of the Province of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other working conditions.
- 1.02** The Representatives of the Union may have access to the Company's BC facilities by applying for permission through the Area Service Leader or National Service Manager or Human Resources Manager in his or her absence, provided that workmen are not caused to neglect their work.
- 1.03** The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Labour Relations Board of the Province of British Columbia must become members of the Union within thirty (30) calendar days of commencing employment and remain members during the life of this Agreement.
- 1.04** All present and new full-time employees of the Company who are or may be covered by the Certificate of Bargaining authority issued to the Union by the Labour Relations Board of the Province of British Columbia shall pay to the Union, as a condition of employment, and not later than thirty (30) calendar days after the commencement of his employment, dues, initiation and/or reinstatement fees by payroll deduction, as may from time to time be established by the Union for its members, in accordance with its Constitution and/or bylaws.
- 1.05** Notwithstanding the provisions of Article 1.04 preceding, the Company shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque after the completion of five (5) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off; i.e., if the check-off for that month has not been remitted, to that check-off; if the month's check-off has been remitted, it shall be added to the following month's check-off, and shown as the previous month worked.
- 1.06** All deductions as required under Article 1.04 and 1.05 shall be made in each calendar month the employee is employed by the Company.
- The monies so deducted shall be forwarded by the Company to the Secretary of the Union not later than the 15th day of the following month, accompanied by a statement listing the names of the employees and their employee number, for whom deductions were made the amount of each deduction.
- 1.07** The term "employee" as used in and for the purpose of this Agreement shall include all persons employed in the Company's operations and as covered by the Provincial Government Certification save and except persons at or above the rank of Area Service Leader and office and sales staff.

**ARTICLE 2 - MANAGEMENT**

- 2.01** The management and operation of the Service Offices and the direction of the working forces are vested exclusively in the Company.
- 2.02** The Company has and shall retain the right to select its employees, to hire, discharge, classify, transfer, promote, demote or discipline them; subject to the Grievance and Seniority procedures enumerated in Article 5, 6 and 7 of this Agreement.
- 2.03** The right to hire employees is vested in the Company; in the case of new vacancies, the Union may be notified in advance and may have the opportunity to provide the Company with suitable applicants.
- 2.04** The Company reserves the right to dispatch any calls, to any technician covered under this Collective Agreement.
- 2.05** The Company reserves the right to establish performance standards relating to each job category. Performance Standards must be applied fairly to all employees. The failure of an employee to meet these performance standards will be subject to discipline.

**ARTICLE 3 - HOURS OF WORK AND OVERTIME**

- 3.01** The starting and stopping time on standard shifts, as well as the meal period shall be mutually arranged by the Company, Union, and/or Employee, it being understood that the meal period shall not be less than thirty (30) minutes.
- 3.02** The standard work day shall consist of eight (8) consecutive hours and the standard work week shall consist of forty (40) hours on the first shift, worked between the hours of 7:00 a.m. to 5:30 p.m.
- 3.03** Five (5) shifts, Monday to Friday or Tuesday to Saturday inclusive, shall constitute a regular week's work on all shifts.
- (a) As customers require, Management may assign technicians on a second shift Monday to Friday up to 9:30 p.m. with a shift premium of one dollar (\$1.00) per hour worked after 5:30 p.m. The \$1.00 per hour premium only applies to employees hired before November 22, 2006.
- (b) When an employee's regular work week includes Saturday a premium of \$2.50 per hour worked will be paid in addition to the straight time rate between the hours of 7:00 a.m. and 5:30 p.m. The \$2.50 per hour premium does not apply to employees hired after November 21, 2006 until they have completed the training progression schedule.

- 3.04** The Company will strive to ensure the processing of required paperwork and data entry logging is considered part of the daily work, performed during the standard work day and not during evenings and weekends. There may be occasions where it is impractical to complete the tasks on site in which case the Technicians will be reimbursed for time required to complete such work on an evening or weekend.
- 3.05** All hours worked outside the standard hours and outside the established shift hours shall be considered overtime. Overtime for the first two (2) hours to be paid at time and one-half of the regular rate, then two (2x) times the regular rate after the second hour. All other overtime performed from 12:01 AM the beginning of the regular scheduled shift to be paid at double time.
- a) Work performed on a Sunday shall be paid at two (2) times the regular rate for all hours worked.
  - b) Double time paid for all worked performed on Statutory Holidays as enumerated in Article 9 of this agreement.
  - c) Overtime work requested in excess of eight (8) hours per week will be voluntary, however should overtime work be required beyond eight (8) hours in a given week and no volunteer is forthcoming then the least senior employee in the bargaining unit with the required skills and abilities will be directed to perform the required task.
- 3.06** **Overtime Payment** Overtime hours and expenses must be submitted no later than the first regular workday of the following week. Approved overtime will be paid by the next pay period.
- 3.07** Employees may be requested to go directly from their place of residence to the first call of the day. The intent of this policy is for the technicians to utilize the time normally spent in travelling to and from their residence and the designated Company premises would be used to travel to and from the customer's facility. Travel from the place of residence to the first customer of the day during the normal workweek up to thirty (30) minutes is not compensable. Travel from the last customer of the day to their residence during the normal workweek up to thirty (30) minutes is not compensable.
- When required, travel to and from the employee's home and the Company's designated premises, at the beginning and end of the workday, the first thirty (30) minutes is on the employee's time and not compensated for. The designated premise for this CBA will be defined as the area between the current residences of the existing workforce. Should a change be required a Letter of Understanding will be authored by both parties to address the change.
- 3.08** When additional workforce is required for emergency response, only management may request employees not on stand-by to supplement the workforce.
- A) Employees called in before the regular starting time shall be paid at double time rates for time worked prior to their regular starting time.

- B) The Company agrees to pay three (3) hours at the overtime rate, Monday to Friday and four (4) hours for Saturday and Sunday. This does not apply in case of overtime hours, which are worked immediately prior to, or immediately following a regular scheduled workday.
- C) All call-ins on Statutory Holidays will be paid double time with a minimum of four (4) hours or actual time worked, whichever is greater.

**3.09 Stand-By Time** may be between the hours of 4:30 p.m. to 8:00 a.m., Monday to Friday, and all hours on Saturday, Sunday and Statutory Holidays.

Employees required by the Company to stand-by at home for service calls shall be paid \$2.75 per hour for each hour actually spent on stand-by Monday to Friday from 4:30 p.m. to 12:00 a.m. and on Saturday from 8:00 a.m. to 4:30 p.m.

A stand-by premium of \$3.25 per hour shall be paid for all other hours actually spent on stand-by from Monday to Saturday. The applicable rate will also be paid for the service call(s), if any.

Sunday and Statutory Holidays stand-by premium will be \$3.25 per hour for all hours actually spent on stand-by. The applicable rate will also be paid for the service call(s), if any.

Management will make every effort to distribute the stand-by requirement as equally as possible amongst the employees in an attempt to not require any employee to be on stand-by for more than one (1) week in duration at a time.

**3.10 Overtime Meals**. Employees who are requested to work hours in excess of ten (10) consecutive hours will be provided with up to twelve (\$12.00) dollars with presentation of a receipt. If circumstances arise where meal costs exceed the twelve (\$12.00), it is understood that they may be subject to Management approval and payment. The preceding conditions will apply every four (4) hours of work thereafter.

**3.11 Shift Break**. It is intended that every employee shall have a full shift break between shifts. In the event that an employee is recalled to work before such shift break has elapsed, he shall be considered as still working on his previous shift and shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work of his own accord until a full shift break has elapsed.

**Clarification**: Employees working after midnight reporting for work next shift after an eight (8) hour break will not lose the time taken from the shift to make up the eight (8) hour break.

- 3.12**
- a) Subject to the exceptions set forth in this Section, any employee reporting for work on his regular shift shall receive a minimum of four (4) hours' pay at his regular wage rate.
  - b) Any employee completing the first half of his regular shift, and who commences work on the second half of his regular shift, shall receive a minimum of eight (8) hours' pay at his regular rate, for a total of eight (8) hours' pay.

**PROVIDED THAT** if four or eight hours (a) or (b) preceding is not available at his regular job, the employee shall perform such temporary work as may be assigned to him to qualify for such pay.

The provisions of this Section shall not apply in the event of an emergency such as fire, flood, power failure, etc., beyond the control of the Company, or if:

- A. He voluntarily quits or lays off; or is discharged for cause,
- B. He was previously instructed not to report, and in any such event or circumstance he shall be paid for the actual time worked at regular wage rate.

**3.13** In order to bring about stabilization of employment and to provide employees with a greater degree of job security, the Company agrees whenever feasible to eliminate overtime.

**3.14** There shall be no doubling-up or duplication of premium payments under this agreement.

#### **ARTICLE 4 - WORKING CONDITIONS**

**4.01** Employees shall take direction only from their respective Area Service Leader/Working Supervisor, and/or from the general management and other as designated by Management of the Company.

**4.02** Employees shall observe the rules of the Company and shall perform a fair day's work in the category in which the employee is engaged and shall be subject to discipline by the Management for failure to do so.

**4.03** Employees will not absent themselves from work without advising Management or their designate. Employees will not leave the Service Office or job site during their working hours without permission. Failure to obtain permission shall be cause for dismissal.

#### **ARTICLE 5 - GRIEVANCES AND COMPLAINTS**

**5.01** An honest effort to settle all questions, concerns and grievances without stoppage of work shall be made in the following manner:

- a) It is the mutual desire of the parties hereto that complaints or questions of employees should be addressed as quickly as possible. Both the Company and the Union promote that an employee give the Area Service Leader or his or her designate an opportunity of addressing his or her complaint or answering his or her question prior to filing a grievance.
- b) By the aggrieved party with the Shop Steward and the Area Service Leader/Working Supervisor.
- c) Failing settlement within five (5) days, the employee and/or his representative shall endeavour to settle the matter with the Management.



- d) Should no satisfactory settlement be reached within seven (7) days, the employee's representative will discuss the grievance with the Management.
- e) When grievances cannot be finally adjusted by the Company and the Union representatives, the matter shall be submitted, within seven (7) days, to an Arbitration Board of three (3) persons appointed as hereafter provided:

**NOTE:** All grievances and complaints not settled by the Area Service Leader shall be reduced to writing by the employee(s) and filed with the Company through the Shop Steward or Shop Committee within ten (10) days of occurrence. Any grievance or complaint not so filed shall be deemed to have been waived and shall not be entitled to consideration.

### **ARTICLE 6 - ARBITRATION**

- 6.01** a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
- b) The Party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other Party of its appointment.
- c) The two arbitrators so appointed shall confer to select a third person to be Chairperson and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour, to appoint such third member.
- 6.02** The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairperson, provided the time may be extended by agreement of the parties.
- 6.03** If the Arbitration Board finds that an employee has been unjustly suspended, discharged, or laid-off, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension, discharge or lay-off had not taken place.

**PROVIDED THAT:** If it is shown to the Board that the employee has been in receipt of wages during the period between discharge, suspension or lay-off and reinstatement, the amount so received shall be deducted from wages payable by the employer pursuant to this Clause,

**AND PROVIDED THAT:** The Arbitration Board shall have authority to order the Employer to pay less than the full amount of wages lost, if, in the opinion of the Board, such lesser sum is fair and reasonable.

### **ARTICLE 7 - SENIORITY**

- 7.01** Upon request the Company will, every six (6) months provide the Union and the Shop Steward with an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company.

- 7.02** When a new employee is hired, it is agreed that he shall be on probation for one hundred and twenty (120) days worked and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring.

The Company may, with the mutual agreement of the Union, extend the probationary period of a new hire for an additional period of up to ninety (90) days.

- 7.03** An employee re-entering the employ of the Company within six (6) months after his right to recall has expired, and who is subsequently rehired, shall retain his classification level as of his termination date.

- 7.04** In the event of layoffs, seniority shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification, ability and efficiency. The determination of ability shall be made exclusively by the Company.

The parties agree that the application of seniority in instances of layoffs will be based on the concept that seniority, subject to qualifications described in this section, will govern, if the senior employee to be retained can perform the work.

Where layoffs or rehiring are not in strict accordance with the Seniority list, the Shop Steward and Business Representative of the Union shall meet with the Company to discuss any dispute under the provisions of the Grievance Procedure prescribed under the Collective Agreement.

- 7.05** **SENIORITY RETENTION.** A laid-off employee shall maintain and accumulate his seniority and recall rights for three (3) months after which he will retain but not accumulate seniority for the following periods. The three-month accumulation will not bring an employee into a longer retention period.

**Period of Seniority:**

- |                                 |                       |
|---------------------------------|-----------------------|
| - less than 12 months           | - 6 months retention  |
| - over 12 & less than 48 months | - 12 months retention |
| - over 48 months                | - 24 months retention |

- 7.06** When vacancies occur, the Company shall recall laid-off employees according to their seniority, and the principle of last man off, first man on shall prevail, subject to their classification, ability and efficiency. The determination of ability shall be made exclusively by the Company. The Company shall make personal contact with laid-off employees and confirm by Registered Mail. The employee shall notify the Company of any change of address or telephone number.

- 7.07** When new jobs are available, wherever possible, the Company will promote employees to a better-paying job. Seniority, qualifications and ability to be considered.

- 7.08** Seniority will be maintained and accumulated during absence due to:

1. A compensable accident not exceeding thirty-six (36) months.

2. Temporary illness or non-occupational accident not exceeding twenty-six (26) weeks.
3. Lay-off up to three (3) months (cumulative in a vacation year). (This provides accumulation of seniority for vacation eligibility purposes.)
4. Authorized leave-of-absence.

**7.09** Seniority will be maintained, but not accumulated during absence due to:

1. Temporary illness or non-occupational accident exceeding twenty-six (26) weeks.
2. Lay-off without recall for a period not to exceed the employee's seniority retention period.
3. A compensable accident over thirty-six (36) months.

**7.10** Seniority will be broken by:

1. Voluntary quitting of job.
2. Exceeding authorized leave-of-absence, unless for legitimate cause.
3. Failure to report back to work within three (3) days after notification to return to work unless failure proved to be unavoidable. It being understood that the work recalled for is of three (3) weeks' duration.
4. Discharge and not reinstated under the terms of the Agreement.
5. Lay-off exceeding the employee's seniority retention period.
6. When an employee retires.

**ARTICLE 8 - VACATIONS**

**8.01** Employees covered by this Agreement are entitled to vacation leave with pay based on their continuous service at their anniversary date. If an employee achieves a milestone during the calendar year, the incremental vacation entitlement will be prorated for remainder of said year. The vacation leave is as follows:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
Less than one year	One working day for each month of completed service to a maximum of ten (10) days.	4% or number of eligible days
One year but less than two years	2 weeks	4% or 2 weeks*
Two years but less than five years	2 weeks plus 2 days	4.8% or 2 weeks* plus 2 days
Five years but less than nine years	3 weeks	6% or 3 weeks*

Nine years but less than ten years	3 weeks plus 2 days	6.8% or 3 weeks* plus 2 days
Ten years but less than fifteen years	4 weeks	8% or 4 weeks*
Fifteen years but less than twenty years	4 weeks plus 2 days	8.8% or 4 weeks* plus 2 days
Twenty years but less than 30 years	5 weeks	10% or 5 weeks*
Thirty years or more	6 weeks	12% or 6 weeks*

\* Pay at employee's current classified rate, whichever is greater at time the vacation is taken.

**8.02** If an employee requests, the Company will provide two (2) consecutive weeks vacation in the prime time period (June 15 – September 15) having regard to the necessity of maintaining production. Employees must notify the Company on or before March 31<sup>st</sup> of their summer vacation requests. These vacation requests will be governed by seniority. Should there be conflicts regarding the scheduling of vacation the less senior employee will be notified by April 15 of the conflict and must provide alternate dates by April 30 or forfeit their seniority vacation provision for the current vacation request. Requests for vacation after April 30<sup>th</sup> will be considered on a first come first served basis without regard to seniority.

Outstanding vacation time may be allocated or paid out as determined by the manager if a vacation request for the remaining time is not submitted by the first working day of September. All vacation requests will be responded to in writing by management within fifteen (15) days.

**8.03** In the event of termination of service with the Company, after he had his vacation he earned for the previous year, he shall receive the appropriate percentage, when applicable as the case may be, for his pay for the year in which he ends his employment for which no vacation has been paid.

**8.04** An employee's scheduled vacation period shall not be changed by the Company within the one-month period immediately preceding the start of the vacation period without the consent of the employee concerned.

**8.05** Each employee shall be required to take the full annual vacation period that he is entitled to under the provisions of this Agreement in the current calendar year.

**8.06** Vacation eligibility will be in accordance with Article 7.

**8.07** Vacation eligibility lists showing the current accumulated service of each employee shall be prepared prior to each vacation period, a copy of which shall be supplied to the Union.

**8.08** For the purpose of determining an employee's eligibility, the following will apply:

On completion of a probationary period of one hundred and twenty (120) days worked, the calculation of service shall be from the date of employment.

**8.09** Vacation pay adjustment to be paid by March 15th.

**8.10** Employees covered by this Agreement and hired after November 21, 2006 are entitled to vacation leave with pay based on their continuous service at their anniversary date. If an employee achieves a milestone during the calendar year, the incremental vacation entitlement will be prorated for remainder of said year.

Employees hired after November 21, 2006 will accrue vacation pay from their date of hire, but are not entitled to vacation time in their first calendar year of employment. Their vacation schedule is as follows:

<u>Continuous Service at the Beginning of the Current Calendar Year</u>	<u>Annual Vacation with Pay</u>
A) 1 day but less than 5 years	2 weeks
B) 5 years but less than 10 years	3 weeks
C) 10 years but less than 20 years	4 weeks
D) 20 years but less than 30 years	5 weeks
E) 30 years or more	6 weeks

## **ARTICLE 9 - STATUTORY HOLIDAYS**

**9.01** a) All employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rates for each of the following Statutory Holidays, in addition to any wages which they may be in receipt of as enumerated in this Agreement. All new employees hired after November 21, 2012 will be granted one (1) Floating Statutory Holiday starting in their first calendar year of employment and will be granted a 2<sup>nd</sup> Floating Statutory Holiday in their second calendar year of employment.

1. New Year's Day	7. Thanksgiving Day
2. Good Friday	8. Remembrance Day
3. Victoria Day	9. December 24th
4. Dominion Day	10. Christmas Day
5. Labour Day	11. Boxing Day
6. B.C. Day	12. Floating Statutory Holiday
	13. Floating Statutory Holiday

Note: An employee may take Family Day as an unpaid day off.

b) The day observed or celebrated by the Nation or Province shall be considered the Holiday, with the provision that a Statutory Holiday falling on the following days will be celebrated as follows:

i) A Statutory Holiday falling on a Saturday or Sunday shall be celebrated on Friday or Monday, to enable the Company to have some employees working on either day.

- ii) Employees required to work on the Statutory Holiday shall be allowed to request a day off either the week before the holiday, or the week after the holiday.

**FLOATING STATUTORY HOLIDAYS** will be celebrated on days mutually agreed on between the Company and employees.

- c) When a Statutory Holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the Holiday in addition to his vacation pay, or a day off with pay in conjunction with his vacation.
- d) In order to qualify for eight (8) hours' pay for a Statutory Holiday as enumerated in Sub-Section (a), (b) and (c), the employee must have:
  - 1. Thirty (30) calendar days' employment with the Company.
  - 2. Worked the regularly-scheduled work day prior to and the first regularly-scheduled work day following the holiday. Exceptions to the foregoing shall be made in cases where the following conditions prevail:
    - i) The employee is off work due to a work related accident/incident for a period not in excess of two (2) calendar months.
    - ii) The employee is prevented from working due to a bona fide illness for a period not in excess of two (2) calendar months. A doctor's certificate shall be submitted as proof.
    - iii) Temporary lay-off not exceeding two (2) weeks of services within two (2) weeks of any designated holiday.
    - iv) Where leave-of-absence has been approved and the employee has worked some time during the two (2) calendar weeks preceding the week in which the holiday occurs.

## **ARTICLE 10 - WAGES**

Wages and classification shall be those agreed upon and set out in Appendices attached hereto and forming part of this Agreement.

## **ARTICLE 11 - GENERAL PROVISIONS**

**11.01** Any employee suffering injury while in the employ of the Company must report immediately to the Working Supervisor or Area Service Leader, or as soon thereafter as possible, and also report to this Area Service Leader upon returning to work. A copy of the employee's accident report will be supplied to him on request. If the injured employee is not able to work the balance of the shift, the Company will pay his normal daily earnings for the day of the injury.

**11.02** Free transportation to the nearest doctor or hospital will be arranged by the Company.

- 11.03** Any employee being discharged for not following the rules of the Company will only be paid up to the time of termination.
- 11.04** No employee will be paid out until he produces a receipt for any Company-owned tools or equipment which have been issued to him.
- 11.05** A Notice Board will be provided for the posting of all official Union notices exclusively, and not be used for disseminating political propaganda. All notices shall be submitted to the Area Service Leader and/or National Service Manager for approval before posting.
- 11.06** When an employee is required to work at points outside his/her city of residence which requires him to be absent from his home overnight, he shall receive up to eight (8) hours' pay for actual time spent travelling in each calendar day for travelling time, and also be provided with fare, accommodation and board at no cost to the employee.
- 11.07** Any employee who is pursuing the Company's business, that is whether he is actually working on a job or travelling from or to the job and works above the customary eight (8) hours per day shall be paid the appropriate overtime rate for all time above the eight (8) hours. Overtime rates are not applicable for travel to and from training.
- 11.08** **BEREAVEMENT LEAVE** In the event of a death in the immediate family of an employee, that employee, upon properly notifying the Company, will be granted leave of absence with pay of not more than three (3) days for the purpose of attending the funeral. The day of the funeral shall be the last day of such leave of absence.

For the purpose of the preceding paragraph, members of the immediate family are: employee's spouse, father, mother, children, brothers, sisters, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, stepchildren and common-law spouse. In the event of death of a sister-in-law or brother-in-law, one (1) day leave of absence with pay will be granted in order to attend the funeral.

In those instances where an employee is unable to attend the funeral, the employee will be allowed one of the working days prior to the funeral as compassionate leave for the purpose of attending a mass.

- 11.09** **JURY DUTY** If an employee is called or selected for Jury Duty and/or called as a subpoenaed witness, the Company shall make up the difference of the employee's regular pay and the amount received for such jury duty, and if called as a witness, as described above, the employee shall receive his regular pay while absent from work. If an employee is called for jury duty but not selected, he will return to work within a reasonable length of time.
- 11.10** **MOONLIGHTING** The Company and the Union agree in principle to eliminate the practice commonly known as "moonlighting". The term "moonlighting" shall refer to an employee who regularly makes a practice of working for two or more employers and for the purpose of this Agreement, the term "moonlighting" shall also refer to employees who take employment of any sort during their annual vacation or leave-of-absence.
- a) When this practice affects the Company's business or the employee's ability to perform his job, it shall be cause for reprimand or dismissal.

- b) When this practice affects the Union, the Company agrees to cooperate with the Union in reprimand and/or dismissal.

**11.11** The employees employed under this collective agreement will elect one Union Member who will be known as Shop Steward. The Union agrees to officially notify the Management in writing of the employee selected as Shop Steward, and will also notify them promptly when there is any change in representation. No Shop Steward, or employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in the Union, provided that such activity is not allowed to interfere with the work and production of the Company.

No employee shall engage in any Union activity on the property of the Company in any manner or engage in any Union activity on Company time except as provided in this collective agreement.

**11.12** When the Company finds it necessary to lay off a Shop Steward, the Business Representative of the Union shall be notified prior to such layoff or discharge.

**11.13** Where feasible, the Company will supply suitable accommodation where employees may have their lunch.

**11.14** **SANITARY FACILITIES** Where feasible, Sanitary facilities shall be provided by the Company in accordance with the British Columbia Factories Act and the Regulations to the said Act. Employees will cooperate by observing the simple rules of cleanliness.

**11.15** The washroom shall be kept professionally maintained once a week. Employees will cooperate by observing the simple rules of cleanliness.

**11.16** **LEAVE OF ABSENCE** Upon written request of an employee, the Company may grant a leave-of-absence without pay for justifiable reasons. The leave-of-absence is for a period of up to thirty (30) calendar days, and may be extended by mutual agreement.

All leave-of-absence and extensions granted hereunder shall be in writing, and a copy given to the Shop Steward.

**NOTE:** During the term of any leave-of-absence granted to an employee, the employee shall not perform work of any nature for wages, and performance of any such work may result in immediate termination of leave-of-absence and employment with the Company. This will not apply to leave-of-absence relating to Union business.

**11.17** **COURSE TUITION AND TEST FEES** The Company shall make available to the employees, tuition and test fee refunds as provided for in the Mettler-Toledo Inc. Tuition Refund Programme.

**11.18** **TOOLS AND EQUIPMENT** Employees will submit a list of personal hand tools to the Company which will be kept on file. The file shall also include those items of Company equipment assigned to the employee. The Company agrees to replace or repair employee's personal tools when it can be verified that they have been misplaced on site, stolen, damaged or worn-out by other than employee negligence during or in connection with the employee's employment duties.



- 11.19 A) **COLD WEATHER CLOTHING** Winter jackets and insulated boots will be available as required for out-of-town jobs. The Company will replace damaged raingear at the discretion of the Area Service Leader.
- B) **BOOT ALLOWANCE** Once each contract year, employees will be reimbursed an amount up to one hundred and twenty-five (\$125.00) dollars per year accumulative to a maximum of two (2) years, for the purchase of W.C.B. approved protective footwear. When claiming reimbursement under this provision, the employee is required to submit a receipt or other proof of purchase.

#### 11.20 **OUT-OF-TOWN JOBS**

Employees on the job out of town will be supplied with transportation home after two (2) weeks. Subject to availability of qualified personnel, employees assigned to out of town work or as temporary relief to other branches shall be rotated every two (2) weeks.

Management will make every effort to distribute the out of town work equally amongst those employees who are able to perform the work to minimize the employee's time away from home to not more than five (5) days in a thirty (30) day period.

#### 11.21 **OUT-OF-TOWN/OVERNIGHT MEAL ALLOWANCE**

When required by the Company, out of town travel (greater than 160 kms from the designated Company premises or to and from Vancouver Island), or when an overnight stay is required for Company business, meals will be reimbursed with receipts at the following rates. If circumstances arise where meal costs exceed the rates indicated below, it is understood that they may be subject to management approval and payment.

Up to thirty-five (\$35.00) dollars per day.

Breakfast - \$8.00, Lunch - \$11.00, Dinner - \$16.00

- 11.22 **PERMANENT TRANSFER TO OTHER BRANCHES** Shall be on a voluntary basis and the Company will pay moving costs incurred.

- 11.23 **STANDBY TIME** Standby time will be equally distributed on a weekly basis between all employees within the bargaining unit. In the event the Company requires additional technicians on standby, it is agreed that a request to all remaining technicians will be made and if no volunteers come forward, the technician with the least amount of seniority shall be required to be available.

- 11.24 **SICK DAYS** In the event of illness and/or accident, the Company will extend to the employees' up to four (4) days off with pay in any one year.

New employees, after the completion of their probationary period, will obtain the above benefit at a rate of one (1) day for every three (3) months of completed service to a maximum of four (4) days off in their first calendar year of employment.

**ARTICLE 12 - MEDICAL CARE PLAN**

The Company shall pay 100% of the premiums of the Medical Services Plan of B.C. as provided by the Medical Services Act of British Columbia.

Extended Health Benefits shall also be made available to all employees covered by this Agreement at no cost to the employee. Coverage shall commence the first of the month following thirty (30) calendar days of employment.

**ARTICLE 13A - WELFARE PLAN AND WEEKLY INDEMNITY**

An approved Welfare - Weekly Indemnity Plan shall be made available to all employees covered by this Collective Agreement, at no cost to the employee.

The approved Plan shall contain the following minimum coverage:

- i) First day accident coverage
- ii) Fourth day of sickness coverage
- iii) Twenty-six (26) weeks at sixty-six and two-thirds (66 2/3) percent of insurable earnings up the E.I. maximum.

**ARTICLE 13B - CORPORATE DENTAL PLAN**

- |    |   |             |   |
|----|---|-------------|---|
| 1. | Prevention  | 100%<br>80% | - Oral examination, cleaning and polishing<br>- Fillings, extractions, prosthesis repairs, tissue conditioning and partial or complete repair of prosthesis (double or rebuild) |
| 2. | Endodontist   | 80%         | - Nerve and root canal treatment  |
| 3. | Periodontic   | 80%         | - Bone and gum treatment  |
| 4. | Oral Surgery  | 80%         |   |
| 5. | Orthodontic   | 80%         |   |
| 6. | Orthodonture  | 50%         | - \$1,000.00 for a lifetime   |
| 7. | Bridges/Crowns  |             | - Partial or complete - 50%   |
| 8. | A maximum of \$1,000.00 per year, per participant, excluding orthodontics will apply (see booklet for details). |             |   |

Effective on the date of ratification the current B.C. Dental Rate schedule shall apply.

**ARTICLE 13C - INSURANCE PLAN**

Life Insurance coverage on the following basis will be provided at no cost to the employee:

Effective January 1, 2006 - Life Insurance - \$35,000

Effective January 1, 2006 - A.D. & D. - \$35,000

Technicians will be allowed to purchase additional insurance of twice coverage at the prevailing carrier rates, and will be allowed to purchase group accident insurance up to a maximum of \$300,000.00 single or family plan, at the prevailing carrier rate.

Benefits will begin on the first (1<sup>st</sup>) calendar day of the following month after three (3) months of continuous active employment.

**ARTICLE 13D - VOLUNTARY GROUP ACCIDENT INSURANCE AND LONG TERM DISABILITY INCOME INSURANCE PLAN**

The Mettler-Toledo Inc. Plans covering Voluntary Group Accident Insurance and Long Term Disability Income Insurance shall be made mandatory to all employees covered by this Collective Agreement.

The premiums for these plans shall be as stated in the brochure of the Plans.

Benefits will begin on the first (1<sup>st</sup>) calendar day of the following month after three (3) months of continuous active employment.

**ARTICLE 13E - EMPLOYEE ASSISTANCE PROGRAM**

All employees will be covered by the Plan at no cost to the employee.

**ARTICLE 14 - VISION CARE**

**14.01** The Claimsecure Vision Care Plan will be made available to all employees covered by this Agreement at no cost to the employee. The reimbursement rate per 24-month period will be \$200.00.

**ARTICLE 15 - PENSION PLAN**

**15.01** The Company Pension Plan as set forth in a separate document will remain in force and effect.

**15.02** Effective January 1, 2013 increase from \$36.00 to \$37.00

Effective January 1, 2014 increase from \$37.00 to \$38.00

Effective January 1, 1994 increase the pension cap to a maximum of 35 years of credited service.

**15.03** The Company shall provide a disability provision in the Pension Plan. The employee must be age fifty (50) and have ten (10) years of service to qualify for benefit. Benefit is twice monthly rate to age 65.

**15.04** The Company shall provide an early retirement provision in the Pension Plan for an employee working to the age of 62 with 30 years of service at no reduction in benefit.

**15.05** Benefits will be vested immediately on Plan membership. A full-time employee shall automatically become a Plan member on the first day of the month coincident with or next following completion of twenty-four (24) months of continuous service. A part-time employee shall automatically become a Plan member on the first day of the month coincident with or next following completion of twenty-four (24) months of continuous service provided the employee has either earned at least thirty-five (35%) percent of the year's maximum pensionable earnings or worked at least seven hundred (700) hours as an employee in each of the immediately preceding consecutive calendar years.

- 15.06** The Union agrees that should the Company develop an alternative pension plan to the one presently in this collective agreement the Union will take the new plan to the employees falling under this collective agreement for consideration.
- 15.07** Employees may elect to have a portion of their wage submitted to the Machinists LL 692 Pension Plan. The submissions will be made by the employer with thirty (30) days' notice to submit and or withdraw from the 692 Pension Plan. It is understood this is in addition to the Mettler Toledo Pension Plan. It is also understood that the employee contribution to the Machinists LL 692 Pension Plan is in no way being funded by the Company.

#### **ARTICLE 16 - SAVINGS CLAUSES**

- 16.01** No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.
- 16.02** The Company reserves the right to pay higher wages than the minimum provided herein. However, where off-schedule rates are applied, it shall be at the discretion of the Company to maintain or cancel as circumstances warrant.
- 16.03** **ARTICLE HEADING CLAUSE** The Article Headings of this Collective Agreement shall be used for the purpose of reference only, and shall not be used as an aid in the interpretation of this Agreement.
- 16.04** **PICKET LINES** It shall not be a violation of this Collective Agreement if members of this Union respect and/or honour a legal picket line.
- 16.05** Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.
- 16.06** **WORK RETENTION AND SUB-CONTRACTING** Where the Company's facilities, space and trained personnel are available, the Company shall endeavour to continue to have all work which is presently performed by employees of the Bargaining Unit, retained and performed by employees of the Bargaining Unit.

Where work must be performed by others, the Company shall endeavour wherever possible to have its sub-contract work performed by a Union Shop.

#### **ARTICLE 17 - TECHNOLOGICAL CHANGE**

- 17.01** In the event the Company proposes the introduction of new equipment in its operations requiring specialized training, the Company agrees to give the first opportunity to employees then on the payroll to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an aptitude test. The cost of such test will be borne by the Company.

Any employee taking such a test is entitled to know the results of such tests. The Company further agrees to notify the Union as soon as practicable after its final decision is made as to the introduction of new equipment. Failure on the part of the Company to comply with these provisions will automatically give cause for grievance.

## **ARTICLE 18 - SURVIVOR INCOME BENEFIT**

If you are not retired on pension and at your death are survived by an eligible survivor, a monthly survivor Income Benefit will be payable as described below:

**Class "A" for Employees** your widow or widower, but only if she or he was legally married to you or in a common law relationship with you, as recognized under British Columbia law, for at least one year immediately prior to your death.

**Class "B" - Your Child or Children** who at the time a Transition Benefit first becomes payable to him/her is both unmarried and under 21 years of age. A child shall cease to be a Class "B" eligible survivor upon marrying or upon reaching his or her 21st birthday.

**Class "C" - Your Parent (Or Parents)** for whom you had, during the calendar year preceding your death, provided at least 50% of the parent's support.

A monthly Transition Benefit of \$175.00 shall be payable for any month for which you have an eligible survivor. Payments begin on the first day of the calendar month following your death and continue for not more than twenty-four (24) months.

On each date as of which a payment is payable, payment shall be made to your then surviving Class "A" survivor, if any, otherwise in equal shares to your then surviving Class "B" survivors, if any, otherwise in equal shares to your then surviving Class "C" survivors. In the event a payment has been made to the Class "C" survivor, no payments may thereafter be made to a Class "B" survivor. If on the date a payment would otherwise be made, there is no eligible survivor entitled to receive payment, no further Transition Benefit payments shall be made.

Subject to the exception below, a monthly Bridge Benefit of \$175.00 will be paid to your surviving Class "A" survivor, if any, commencing one month after the 24th monthly Transition Benefit payment was made. However to qualify for the Bridge Benefit it is necessary that your Class "A" survivor has, on the date of your death, attained age 50, but had not attained age 60 and received 24 monthly Transition Benefit payments. This benefit will continue while there is a Class "A" survivor, but not beyond the earlier to occur of the following:

- 1) The death or remarriage of the Class "A" survivor, or:
- 2) The Class "A"'s attainment of 65 or such lower age at which full Widow or Widower's Insurance Benefits become payable under the Federal Canada Pension Plan.

**Exception:** If on the date a Bridge Benefit would otherwise commence, the survivor is a Class "A" survivor who is eligible to receive a Mother's Benefit under the Canada Pension Plan, such payment shall not commence for such Mother's Benefit.

The Company may require satisfactory proof of age, family status or dependency of your eligible survivors, Also, as a condition for Bridge Benefit qualification, the Company may require proof of eligibility or non-eligibility for benefits under the Canada Pension Plan.

#### **ARTICLE 19 - LAYOFF AND SEVERANCE**

- (a) If an Employee is laid off for a period that exceeds his right to recall, as provided for under the seniority provisions of this Agreement, and the Employee has a minimum of one (1) years' service with the Company, the Employee shall be paid two (2) weeks pay based on eighty (80) hours at the Employee's then applicable rate of pay and one (1) additional weeks pay for each completed year of service in excess of one (1) year to a maximum of ten (10) weeks pay. Such an Employee may elect to accept layoff pay under the provisions of this Section before the end of the Employee's right to recall period, but in so doing shall forfeit all accrued seniority rights in accordance with the terms of this Agreement and the Employee's employment shall be terminated.
- (b) In the event of amalgamation, permanent closure of a Branch, or a Department thereof, or automation, causing an Employee to lose his employment with the Company, the Company shall pay Severance Pay to such an Employee, provided the Employee has a minimum of one (1) years' service with the Company.
  - (i) Severance pay shall be based on an Employee's regular rate of pay at the date of his severance and shall be paid based on one (1) week's pay for each year of service with the Company, to a maximum of fifteen (15) weeks.
  - (ii) In the event that part of the Branch remains open or that an Employee has lost his employment because of amalgamation or technological change, an Employee eligible to receive Severance Pay may elect to remain on the Seniority List for possible recall. The Company shall hold the Severance Pay for the Employee for the period of his right to recall, but during such period the Employee may, subject to the same forfeiture provisions of (a) above, request and receive payment of Severance Pay.

#### **ARTICLE 20 - HEALTH AND SAFETY**

- 20.01** The Company will make every effort to protect the health and safety of its employees by meeting or exceeding all relevant municipal, provincial and/or federal health and safety standards.
- 20.02** Employees are required to comply with all relevant health and safety legislation, and company rules. When on site at a customer's facility, employees are also required to comply with the customer's health and safety rules, including personal protective equipment requirements. Failure to do so may result in discipline up to and including termination.

**20.03** The Company and the Union recognize that a joint initiative is necessary to improve the safety of the workplace, since work-related injuries may cause physical and economic hardship for the employee and have economic and operational implications for the Company. The Union agrees to actively promote measures to assure the health and safety of all employees.

**ARTICLE 21 - DURATION OF AGREEMENT**

A. This Agreement shall be in full force and effect from and including November 22, 2012 to and including November 21, 2015 subject to the right of either party to this Collective Agreement within four (4) months immediately preceding the date of November 21, 2015 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout and strike or lockout takes place and/or either party gives notice of termination, or the parties shall conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.

The operation of Section 50 (2) and 50 (3) of the Labour Code of British Columbia Act is hereby excluded.

B. During the life of this Agreement, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppage of work on the part of the members of the Union, or any lockout of employees on the part of the Company.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
VANCOUVER LODGE #692**

**METTLER-TOLEDO INC.**

**For the Union:**

**For the Company**

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**APPENDIX "A"**  
**Mettler-Toledo Inc.**

	<b>EFFECTIVE: Nov. 22/12</b>	<b>EFFECTIVE: Nov. 22/13</b>	<b>EFFECTIVE: Nov. 22/14</b>
Technician	\$ 17.61	\$ 17.96	\$ 18.32
	\$ 19.03	\$ 19.41	\$ 19.80
	\$ 20.45	\$ 20.86	\$ 21.28
	\$ 21.87	\$ 22.31	\$ 22.76
	\$ 23.30	\$ 23.77	\$ 24.25
	\$ 24.74	\$ 25.23	\$ 25.73
	\$ 26.14	\$ 26.66	\$ 27.19
	\$ 27.55	\$ 28.10	\$ 28.66
	\$ 28.97	\$ 29.55	\$ 30.14
	\$ 29.41	\$ 30.00	\$ 30.60
	\$ 29.86	\$ 30.46	\$ 31.07
Lead Hand	\$ 30.70	\$ 31.31	\$ 31.94

Commencing February 1, 2014, all employees as of February 1 of each year will be paid a \$250.00 employee bonus. Such payment will be made by February 15 of each year.

**Employees hired prior to November 22, 2006:**

An employee, while in the wage progression for their job classification will be eligible to move to the next progression level every 6 months from their date of hire.

**Employees hired after November 21, 2006:**

An employee while in the wage progression for their job classification will be eligible to move to the next progression level every 12 months from their date of hire.

**Master Technician Certification**

An employee who meets and maintains the requirements of Master Technician, either through formal training and testing, or by successfully completing the tests as prescribed by Mettler to achieve certification, will receive a differential increase of \$0.50 per hour, to be included in their regular rate, up to the rate of the Master Technician.



**LETTER OF UNDERSTANDING #1**

Between: **METTLER-TOLEDO INC.**

And: **INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, VANCOUVER LODGE #692**

**Banking of Overtime**

**Objective** The banking of overtime hours to give more flexibility to both parties allowing the Company to schedule work loads during peak periods more effectively and be able to give the employee periods of time off during slower periods.

- 1) Employees shall state on their time card when overtime is to be banked for each full segment of overtime. An employee may bank overtime equivalent to forty (40) hours straight time maximum in any calendar year. All overtime worked thereafter shall be paid at the appropriate rate to said employee.
- 2) Banked overtime will be accrued at the rate earned at the time of banking and will be paid out accordingly.
- 3) Banked overtime pay may be withdrawn by an employee in whole or in part, but must be in increments of 30 minutes. In the event an employee also wishes equivalent time off, such time will be by mutual agreement and subject to the operating needs and service requirements of the business.
- 4) Banked hours cannot be taken in prime vacation period (June 15<sup>th</sup> – September 15<sup>th</sup>, and December 1<sup>st</sup> – December 31<sup>st</sup>) or added to regular holidays and Statutory Holidays. The one exception to this is during slow periods.
- 5) In the event of lay-off, all banked overtime along with any other monies owed to the employee, will be paid out at the time of lay-off as per the current practice.
- 6) All unused banked overtime must be paid out at the end of the company's fiscal year. That is, no banked time can be carried over a fiscal year end unless mutually agreed by management and Union.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
VANCOUVER LODGE #692**

**METTLER-TOLEDO INC.**

**For the Union:**

**For the Company**

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**LETTER OF UNDERSTANDING #2**

Between: **METTLER-TOLEDO INC.**

And: **INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, VANCOUVER LODGE #692**

Employees can work on pre-arranged work to be done on a regular schedule day off at straight time rates. The employee will be able to take a mutually agreed day off in lieu. Such day shall be taken within 30 days of the occurrence by mutual agreement by both parties.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
VANCOUVER LODGE #692**

**METTLER-TOLEDO INC.**

**For the Union:**

**For the Company**

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**LETTER OF UNDERSTANDING #3**

Between: **METTLER-TOLEDO INC.**

And: **INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, VANCOUVER LODGE #692**

**Emergency Work Performed by Technicians**

All emergency service calls should be performed by technicians from British Columbia. If all attempts have been exhausted and there are no service technicians available then the Union will allow the Company to utilize service technicians from other provinces with the following conditions:

- 1) The Company notifies the Union prior to the work commencing;
- 2) The Company to obtain a permit number from the Union office indicating the location of work to be performed and the length of time required;
- 3) The Company to pay a permit fee, equal to the dollar amount of the Union's established dues, per 30 day period for each non-BC Technician working in BC

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
VANCOUVER LODGE #692**

**METTLER-TOLEDO INC.**

**For the Union:**

**For the Company**

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**LETTER OF UNDERSTANDING #4**

Between: **METTLER-TOLEDO INC.**

And: **INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, VANCOUVER LODGE #692**

The parties agree that the Mettler Toledo British Columbia Safety Rep and Areas Service Leader will work together to create a working alone procedure that is in compliance with WorkSafe BC.

The working alone policy and procedure will be created within sixty (60) days of ratification and all employees will be adequately trained in the policy and procedure and provided appropriate resources as required by WorkSafe BC to ensure a safe work environment.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
VANCOUVER LODGE #692**

**METTLER-TOLEDO INC.**

**For the Union:**

**For the Company**

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**LETTER OF UNDERSTANDING #5**

Between: **METTLER-TOLEDO INC.**

And: **INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, VANCOUVER LODGE #692**

All Industrial and Retail Technicians will be required to become Weights and Measures accredited as per Schedule "A" as a Measurement Canada "accredited Inspector" that is listed on "Schedule "A".

Once scheduled a technician must attend the training and successfully pass in accordance with Measurement Canada Training and testing requirements including successfully passing a practical test on any device type to complete their accreditation and be listed on "Schedule "A". The practical test will be performed within thirty (30) days of the successful completion of the written test. Current technicians will be given a maximum of one (1) year to complete the requirement. The Company and Employees agree to follow the rules and procedures of the Weights and Measures Accreditation program to obtain their Accreditation.

Employees will not be held responsible for any delays outside of their control in the accreditation process. Cost incurred by this process will be borne by the Company and performed on Company time and during regular working hours

Should Measurement Canada require devices to be inspected in the Non for Legal Trade Industry, the parties will meet to discuss the operational business requirements to determine if a lab technician may be required to be accredited in their field.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
VANCOUVER LODGE #692**

**METTLER-TOLEDO INC.**

**For the Union:**

**For the Company**

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