

**[DRAFT]**

**QUALITY CONTROL AGREEMENT**

**Between:**

**NONDESTRUCTIVE TESTING COMPANIES SIGNATORY HERETO**

**- And -**

**QUALITY CONTROL COUNCIL OF CANADA (QCCC)**

**- And -**

**NDT MANAGEMENT (CANADA) ASSOCIATION**

**Effective May 1, 2021 to April 30, 2024**

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## TABLE OF CONTENTS

ARTICLE 1	RECOGNITION .....	2
ARTICLE 2	SCOPE .....	3
ARTICLE 3	UNION SECURITY .....	4
ARTICLE 4	JURISDICTION OF WORK .....	6
ARTICLE 5	UNION REPRESENTATION AND ACCESS TO JOBS.....	7
ARTICLE 6	WORK DAY AND WORK WEEK.....	8
ARTICLE 7	OVERTIME.....	8
ARTICLE 8	NORTHERN WORK.....	9
ARTICLE 9	EXPENSES, TRAVEL, STANDBY AND DRIVING TIME .....	9
ARTICLE 10	CLASSIFICATIONS, WAGES, AND PREMIUMS .....	11
ARTICLE 11	REPORTING FOR WORK – SEE APPENDIX FOR EACH REGION.	13
ARTICLE 12	RECOGNIZED HOLIDAYS .....	13
ARTICLE 13	VACATION PAY .....	13
ARTICLE 14	PAY DAY.....	14
ARTICLE 15	INDUSTRY AND TRAINING FEES .....	14
ARTICLE 16	HEALTH AND BENEFITS, AND PENSION.....	15
ARTICLE 17	GENERAL PROVISIONS .....	18
ARTICLE 18	GRIEVANCE PROCEDURE AND ARBITRATION .....	20
ARTICLE 19	TECHNOLOGICAL CHANGE .....	21
ARTICLE 20	WORK STOPPAGES .....	21
ARTICLE 21	SAVING CLAUSE.....	22
ARTICLE 22	MANAGEMENT RIGHTS .....	22
ARTICLE 23	BEREAVEMENT LEAVE.....	24
ARTICLE 24	PIPELINE WORK.....	24
ARTICLE 25	ADMINISTRATION FUND .....	24
ARTICLE 26	AUDIT.....	25
ARTICLE 27	ENFORCEMENT.....	25
ARTICLE 28	ENABLING AGREEMENT.....	26
ARTICLE 29	EMPLOYEE ASSISTANCE FUND .....	27
ARTICLE 30	DURATION.....	27
ARTICLE 31	APPENDICES, LETTERS OF UNDERSTANDING AND INTERPRETATION .....	28

## APPENDICES

NATIONAL	
Letter of Understanding #1 – Practical Mentoring.....	29
APPENDIX "A" -- NATIONAL FIELD HEAT TREATMENT AGREEMENT .....	33
APPENDIX "B" -- ATLANTIC REGION .....	38
Wages .....	44
Letter of Interpretation A – Meals (Atlantic Region) .....	48
APPENDIX "C" -- CENTRAL REGION.....	49
Wages .....	54
Letter of Interpretation B– Meals (Central region).....	59
APPENDIX "D" -- PRAIRIE REGION .....	60
Wages .....	67
APPENDIX "E" -- PACIFIC REGION.....	72
Wages .....	80
Letter of Understanding #4 – Enabling Agreement – Travel.....	90
APPENDIX "F" -- PIPELINE AGREEMENT .....	91
APPENDIX "G" -- PROVINCE OF QUEBEC.....	95
Wages .....	100
STANDARD FOR EXCELLENCE .....	104
TRUSTEES, DIRECTORS AND SIGNATORY COMPANIES .....	112

**QUALITY CONTROL AGREEMENT  
May 1, 2021 - April 30, 2024**

Between:

**NONDESTRUCTIVE TESTING COMPANIES SIGNATORY HERETO**  
(each hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

**QUALITY CONTROL COUNCIL OF CANADA (QCCC)**  
(hereinafter referred to as the "Council")

AND

**UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE  
PLUMBERS AND PIPEFITTER INDUSTRY OF THE UNITED STATES AND CANADA  
LOCAL 740**

AND

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS, LODGE 203**

OF THE SECOND PART

AND

**THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF NEWFOUNDLAND  
AND LABRADOR**  
(hereinafter referred to as the "CLRA")

AND

**THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF PROVINCE OF  
NOVA SCOTIA**  
(hereinafter referred to as the "CLRA")

AND

**[Prairie Region – See Appendix D]**

AND

**NDT MANAGEMENT (CANADA) ASSOCIATION**  
(hereinafter referred to as the "Association")

OF THE THIRD PART

WHEREAS the Employer's business involves Nondestructive Testing and Field Heat Treatment and the employment of persons skilled and qualified to perform the same, and

WHEREAS the nature of the work and the size and scope of the Employer's business requires that persons employed by the Employer be available to perform work where and when such work may be requested by owners and contractors; and

WHEREAS the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, (hereinafter referred to as the "affiliated Unions") wish to negotiate and administer this Agreement through the Council and for that purpose have constituted the Council and empowered it to act as agent for each and both of them; save and except for the Province of Newfoundland & Labrador, and

WHEREAS the Employer recognizes for the purposes of this Agreement the formation by the affiliated Unions of the Council and agrees to deal with the Council as the agent of the affiliated Unions in negotiating and administering this Collective Agreement; save and except for the Province of Newfoundland & Labrador, and

WHEREAS the Employer recognizes the Newfoundland & Labrador Unions as the sole bargaining agent for all Nondestructive Testing Employees employed by the Employer in the Province of Newfoundland & Labrador, and

WHEREAS the parties hereto desire that persons trained to perform nondestructive testing work may be admitted to the appropriate affiliated Union, and that the said affiliated Union should have jurisdiction over such persons; and

WHEREAS the work of the Employer is carried out in many places in Canada so that it is essential that the Employer's personnel be available to work promptly when required throughout Canada.

NOW THEREFORE this Agreement witnessed, and the parties aforementioned hereto mutually covenant and agree together as follows:

**Note: The express terms of this agreement are modified by the Appendices A, B, C, D, E, F and G which are hereby made a part of this Agreement. Where there is a conflict the provision of the Appendix takes priority.**

## **ARTICLE 1 RECOGNITION**

- 1.1 The Employer recognizes the Council as the sole and exclusive bargaining representative for all Nondestructive Testing and Heat Treatment Technicians, Trainees and Helpers in the employ of the Employer within the scope of this Agreement save and except office and sales staff, and persons above the rank of working supervisor.

Owners and/or shareholders shall be considered employees when performing work covered by the collective agreement and, as such, shall join one of the affiliated unions and be paid all terms and conditions of the collective agreement.

The minimum contributions of any employer to the pension fund, training fund, administration fund, field dues, union dues, health and welfare fund and all other required payments shall be based on a minimum of one hundred seventy-three (173) hours per month working time.

“Employee” means any person working within the scope of this agreement whether probationary or not, and whether working on unchargeable time or not and all hours worked by such employee within the scope of this agreement shall be counted for the purposes of all remissions required including regular dues, working dues, pension, training fund, administration fund and Health and Welfare.

- 1.2 The affiliated Unions agree with each other and with the Council and the Employer to maintain the Council composed of the affiliated Unions for the purposes of this Agreement and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made by the Council. The affiliated Unions further agree to delegate, and they do hereby delegate, to the Council all their rights as bargaining agent for employees of the Employer who come within the scope of this Agreement and agree not to withdraw such delegation of rights. The Council accepts the delegation of rights and responsibilities of negotiating and administering this Agreement.

## **ARTICLE 2 SCOPE**

- 2.1 (a) This agreement shall apply in respect to all nondestructive testing work and heat treatment work performed by the employer or by any person, firm or corporation owned or financially controlled by the employer in Canada. For greater certainty, this clause shall be construed to mean any business, undertaking or a part that has been sold, leased, transferred or merged with another business, undertaking or part of it or otherwise disposed of so that the control, management or supervision of it would pass to a purchaser, lessee transferee or person acquiring it or where an employer may operate a business, venture or undertaking which is in a related or associated business and is under the common control and direction of one or more parties, either directly or indirectly. The broadest possible construction shall be placed upon it, so as to achieve the intended purpose of curtailing spin-offs or successor employers.

Nondestructive Testing is defined as follows:

Radiography including x-ray, gamma ray, fluoroscopy, real time and ground penetrating radar,

Ultrasonics including automated, immersion, contact,

Magnetic Particle Inspection – all industrial forms,

Liquid Penetrant Inspection – all industrial forms,

Eddy Current including Remote Field Testing and Electro Magnetic Inspection,

PMI for material sorting,

together with future technological replacements and advancements in these methods.

- (b) This definition of nondestructive testing does not prohibit the Council from organizing and seeking certification for employees of the employer engaged in other types of work. If the Council or one of its affiliated unions gains certification or written voluntary recognition for the employees of an employer performing any such functions. The employer will negotiate rates for such employees and include them under this agreement for that employer.
- (c) If the employer assigns persons covered by this agreement to perform work which is not within the scope of the agreement, all terms and conditions of the agreement shall apply. However that assignment does not bring the work within the scope of the agreement. Such work is “chargeable” unless it falls within the specific definition of unchargeable time.

This scope clause may differ in some regions. See Appendices for complete scope for each region.

Atlantic, Pacific, Prairie and Central Region Appendices

- (d) By way of example, this shall mean that if a person who is already a QCCC member is used to perform Visual Inspection work they shall be paid the greater of their regular rate or the CWB rate as shown in the regional wage rate appendix.

[Prairie and Pacific Region: See Appendices D and E]

- 2.2 In no event shall the Employer be required to pay higher rates of wages, or be subject to more unfavourable working rules than those established by the Council or either of the affiliated Unions or any of the local Unions for any other employer engaged in similar work.

### **ARTICLE 3      UNION SECURITY**

- 3.1 (a) The Employer shall, as a condition of employment, deduct monthly from each employee's pay the amount of regular dues, initiation fees and other

assessments in an amount established by the Council. For the purpose of applying this clause, deductions will be made from the first pay cheque issued to the employee each month.

- (b) The Employer shall, in addition to the regular dues mentioned in (a) above, deduct monthly from each employee's pay the working dues in the amount of one and one-half percent (1½%) of the employee's gross earnings and remit on behalf of the employee as prescribed in article 16.01. A copy of remittance reports shall go to the regional QCCC office.

### 3.2 NEW EMPLOYEES

- (a) The Employer agrees to engage employees through the services of the Council as hereinafter described. The Council shall maintain at designated office a current list of persons seeking employment and their qualifications, addresses, and telephone numbers on the QCC Canada website. Prior to hiring an employee who is not a member of the affiliated unions, the employer shall refer to this list to determine the availability of suitable manpower and shall give preference to the persons on this list provided they have the necessary qualifications and reside in the region for which the employer is hiring. No member will be eligible for employment unless registered on the out of work list.

Employee information forms will be forwarded to the QCCC representative on the first business day following commencement of employment.

- (b) The Employer shall be entitled to hire and train persons for work as technicians or trainees, although such persons may not, at the time of hiring, be members of one of the affiliated Unions; however, following the hiring of any employee within the scope of this Agreement who is or who is not a member of one of the affiliated Unions, the Employer shall advise the designated Council office of the new employee(s) no later than the next business day and provided each new employee(s) is not a member of one of the affiliated unions, they may be employed for a probationary period of 500 hours. Following completion of the probationary period, all employees shall be required to apply for and maintain membership in one of the affiliated Unions as hereinafter described in order to remain eligible for employment.

3.3 All Union dues deducted shall be remitted as directed by the Council. Such monies shall be accompanied by a remittance report indicating the name and social insurance number of the employee from whose wages the dues were deducted. A copy of the remittance reports shall go to the regional QCCC office.

3.4 The employer shall make all remittances required by Article 3.01 and 3.03 according to Article 27 - Enforcement.



### 3.5 Layoff Sequence

The order of termination of employment of employees working on a project shall, within each shift and classification, be as follows:

- (a) First – non-members
- (b) Last – members

## **ARTICLE 4 JURISDICTION OF WORK**

- 4.1 With a view to balancing the number of members of each of the affiliated Unions in their employ the Employer shall, after hiring a new employee who is not a member of one of the affiliated Unions, require the new employee to apply for membership in the affiliated Union as directed by the QCCC.
- 4.2 Due to the nature of work involved in nondestructive testing, there shall be no jurisdictional boundaries or disputes with respect to work covered by this Agreement between the employees covered by this Agreement or between any of the affiliated Unions and any of the local Unions affected by this Agreement.
- 4.3 The Council agrees that employees who have worked for the employer for the preceding one (1) month or four (4) months out of the preceding twelve (12), may work in any region in Canada without financial or other restriction and without requirement that the members of any local Unions, in such Region, be hired instead of or in addition to, regular employees of the employer.
- 4.4
  - (a) The Council agrees that the Employer may perform any work within the scope of this Agreement according to the terms of this Agreement which may be subcontracted to the Employer by any other employer having a collective agreement with an affiliated Union or Local Union, and that compliance by the Employer with the terms of this Agreement for such work shall be deemed by the affiliated Unions and Local Unions to be in compliance with the subcontracting restrictions, if any, contained in the aforementioned collective agreement with the other employer.
  - (b) The Employer will subcontract work covered by this Agreement only to Employers who are signatory to the Agreement or covered by virtue of Article 2.01. Subcontracting includes any arrangement by which another party performs work under the CANADIAN NUCLEAR SAFETY COMMISSION Radioisotope Licence of the Employer.
- 4.5 The Council represents and warrants that the affiliated Unions have the right and power to take into membership in the affiliated Unions and their respective Local Unions the employees covered by this Agreement and that the said employees may, according to the Constitutions, By-Laws and Rules of the said Unions work on construction sites.

- 4.6 The Local Union shall provide the regular employees with a suitable means of identity which such employees may present to shop stewards when the employees are working outside their home region. When it is the intention of the Employer to dispatch the employees to a locality outside their home local region (or into a different province within the prairie region) the Employer shall notify the designated Council office.
- 4.7 The Council and the affiliated Unions covenant and agree that the Local Unions affiliated with each of the affiliated Unions (herein referred to as "Local Unions") who may from time to time be affected by this Agreement are aware of the terms hereof and agree to abide by this Agreement.

## **ARTICLE 5 UNION REPRESENTATION AND ACCESS TO JOBS**

- 5.1 Authorized representatives of the Council shall have access to jobs where employees covered by this Agreement are employed and it shall be the responsibility of the Employer to provide the authorized Council representative with such access subject to the approval of the owner or contractor subcontracting to the Employer. The Council recognizes that a large percentage of the workers on jobs where the Employer is called upon to work are employed by an owning company or by other contractors and the Council agrees that it will not use rights of access provided by this Article in such a way as to jeopardize the Employer's position on such jobs or to interfere with the progress of work on the job.
- 5.2 Shop Stewards shall be appointed by the Council from among the employer's regular employed technicians who shall be the employees' spokesperson and the Employer shall be notified of the appointment. The shop steward shall be one of the second to last employees laid off or terminated by the employer company. If the shop steward isn't one of the employees working on one of the employer's projects, they shall appoint a regularly employed technician as a job steward subject to the approval of the council.

Other than qualified employees required to complete the project, the steward shall be on the jobsite at all times and shall be the second to last employee terminated from the project. On projects where there are 15 or more employees, when the employer determines that it is necessary to reduce the workforce in excess of 25% by layoff, transfers or termination, the job steward shall receive notice of the employees that will leave the job. Such notice shall be at least two hours whenever possible prior to the end of the final shift.

The shop steward and job steward shall not be discriminated against for the performance of their duties.

## **ARTICLE 6      WORK DAY AND WORK WEEK**

### **6.03**

The normal shifts shall be as follows:

- a. A normal shift will be any shift commencing at/or between the hours of 6:00 a.m. and 1:00 p.m. as required. There will be a thirty (30) minute unpaid lunch break for each shift and a ten (10) minute paid coffee break for each four (4) hours worked.
- b. The normal shift start time may be adjusted by one hour to accommodate travel time provided that the on-site shift does not start prior to 6:00 AM.
- c. A Shift Premium of 15% will be added to the employee's wages for all hours worked on any shift commencing at times other than described above.
- d. Where an employee is required to work on one (1) shift for more than five (5) days, if the employee's shift is changed from one shift to another shift, with less than twenty-four (24) hour's notice, they shall be paid the applicable overtime rate for the first shift worked on the new schedule.
- e. A shift commencing at 10:00 p.m. or later on a given day will be considered to have started on the following day.

### **6.05 Flexible Work Week**

Where a flexible work week has been agreed upon between the Employer and the QCCC Area Representative, four (4) consecutive ten (10) hour normal shifts Monday through Friday, double time (2x) shall be paid after ten (10) hours. The applicable regional overtime rate shall be paid for the first ten (10) hours on a fifth working day, with double time (2x) thereafter. In such cases where a recognized holiday falls during a flexible work week, overtime shall be paid after thirty (30) hours worked. By mutual agreement, the employer and the QCCC representative may agree to alternative work schedules.

See Appendices.

## **ARTICLE 7      OVERTIME**

7.1 See Appendices.

- 7.2 (a) If an employee who has completed an eight (8) hour or longer normal shift, is required by the Employer or customer to return to work before an eight (8) hour break occurs the employee will be paid their applicable overtime rate, for the next shift or until they have received an eight (8) hour break.
- (b) No employee shall be required to work two (2) full straight time shifts in the same twenty-four (24) hour period.

The twenty-four (24) hour period shall mean in one (1) calendar day.

### 7.3 Pipeline Overtime Rates

Maximum overtime rates not to exceed one and one-half (1.5x) times regular rates on field pipeline work of a duration greater than three (3) days except on a pipeline built under the United Association Pipeline Agreement for Canada under "The Pipeline Service and Maintenance Agreement" and the "UA Distribution Agreement", while those agreements have been amended to provide for double (2x) time for overtime for Sundays and Statutory holidays.

### 7.4 Certain Provinces have legislation that limits the amount of hours employees can work per week, and over a two-week period, and have minimum hours of rest requirements that can be exceeded or voided where the trade union agrees.

The QCC agrees to provide the employer and / or appropriate government institute consent and the necessary documentation required to all for QCC members to work the increased maximum hours available under the legislation.

This consent in no way affects any other provision of this Collective Agreement.

## **ARTICLE 8 NORTHERN WORK**

- 8.1 (a) Hourly rates of wages for employees covered by this Agreement when employed north of 60 degrees latitude shall be two dollars and seventy five cents (\$2.75) per hour earned higher than those provided in Article X.
- (b) Employer shall supply all cold weather gear required for the given project.

## **ARTICLE 9 EXPENSES, TRAVEL, STANDBY AND DRIVING TIME**

- 9.1 (a) On pipeline projects the time of the shift shall start when the employees leave the warehouse for the job site and shall end at quitting time on the job site; however the lunch period shall be excluded. Should the trip to the warehouse at the end of the shift exceed one-half (½) hour, the Employer shall pay the equivalent of one-half (½) hour at straight time rates for each thirty (30) minutes or portion thereof travelling in excess of thirty (30) minutes.

See Appendix "F".

- (b) When an employee is required to report for work in the Employer's shop they shall not receive any compensation for the time spent in travel to and from their residence.
- (c) Employees who are requested to and agree to use their personal vehicle will be reimbursed at a rate equal to the current average CRA guidelines. This allowance is currently \$.56 per km until April 30, 2022. May 1 2022 is

\$0.58 per km. CRA annual adjustment will be implemented on the anniversary of this agreement. (May 1, annually) No employee shall be discharged for refusing to drive their own vehicle for transportation from the employer's shop.

- (d) When an employee is in employer supplied accommodations or entitled to room and board expenses under Article 9.08 and there is no work available, the employee shall be paid five (5) hours at the applicable rate for a standby day, demobilized or reassigned at the discretion of the employer. Standby will apply to days off when the employees schedule has been modified with less than 12 hours in advance. Where an employee is required to remain at the work site or required to remain available for work, the day shall be a regular work day and not a standby day even though no work was performed.

An employee who has received Standby pay for more than 3 days (not including recognized holidays, weekends, and regularly scheduled days off) without a regular work day may request to be demobilized and/or granted a layoff.

- (e) "Normal place of residence" shall be as identified in writing by the employee at the time of hire subject to changes agreed in writing between the employer and employee. The employer will notify the QCCC regional offices of these changes.

## 9.2 Driving Time:

The employee shall have the right to refuse to drive after a combination of working and driving more than 13 hours in a day.

Due to fatigue related accidents, if accommodations have been provided for the employee or the employee is on LOA, the employee requires the approval of the employer prior to traveling a combination of working and driving more than 13 hours as described above. Employees who travel without the approval shall not receive payment for travel time.

## ARTICLE 10 CLASSIFICATIONS, WAGES, AND PREMIUMS

10.1 Appendices "A", "B", "C", "D", "E", "F", and "G" attached hereto including the Letters contained therein are hereby made a part of this Agreement and references to "the Agreement" shall be deemed to include the Appendices and the Letters.

For the purposes of wage classifications CEDO and AECB Operator shall be the same.

- (a) **A certified exposure device operator (CEDO)** shall not be permitted to perform radiography without supervision of either a RT Technician I or II at the work location unless they are being paid at the Level I RT rate. Where the employer has a Level I or Level II RT supervisor at the work location not operating an exposure device, a maximum of 4 CEDO's shall be permitted to perform radiography without any change in pay. If additional RT crews are added, one of these RT crews must have a Level I or II RT technician or one of the employers appointed CEDO's must be paid at the Level I RT rate. If the supervisor becomes an exposure device operator or leaves the work location for purposes other than scheduled meal breaks, then one CEDO on each RT crew must be paid at the Level I RT rate for the period of time that the work location is unsupervised.

Off site supervisors, Level I or II technicians will not satisfy the intent of the clause.

- (b) The following premium payment "per hour worked," for all QCC personnel working as industrial rope access technicians doing QCCC scope work, will be as follows.

IRATA/SPRAT Certifications

Level One Certified	4.00
Level Two Certified	4.00
Level Three Certified	4.00 **

\*\* Plus Supervisor Premium as applicable (each region)

These premiums will be above the rates of pay based on the technician's qualifications in the QCCC agreement.

- (c) Employee wage classification will be updated upon proof of certification card presented to the employer
- (d) The employer will provide a five-dollar (\$5.00) per hour worked premium for CSWIP or PCN Certified Technicians while operating PA/TOFD systems.

10.2 Unchargeable Time will apply to the following:

- Building and grounds maintenance.
- Shop calibration and shop servicing of NDT equipment and vehicles.
- Deliveries of employer's equipment and supplies other than mobilization and demobilization.
- Company required training for the following:
  - a) First aid, emergency and standard.
  - b) Transportation of Dangerous Goods, WHMIS, Confined Space, Fall Arrest, H2S Alive, Radiation Safety, Corporate Safety, Trenching, Construction Safety (CSTS) Alberta.

In order to qualify for payment for time spent in training, members must have worked for the signatory contractor for a minimum of 500 earned hours, within the previous six months and have been on the contractor's payroll within the previous ninety (90) days.

Time paid will be at unchargeable straight time rate for actual course time only. Time will be paid if safety training is done while in the employ of the current signatory contractor.

Required safety training must be stipulated by the employer.

Safety Training/Orientation on-site as part of a project/shutdown will be paid at the applicable rate.

No payment will be required for non-members.

Hours worked on unchargeable time will count for all benefits, in the same manner as chargeable time, as defined under Article 1.01.

If the employer requires training to be taken on a Saturday or Sunday, the employee will be paid at one and a half time (1.5x) the unchargeable rate. If the employer requires training to be taken on recognized holidays, the employee will be paid at two times (2x) the unchargeable rate.

All voluntary or online computer based training will always be paid at unchargeable straight time rate. Employees may refuse to attend training on Saturdays, Sundays or Recognized Holidays.

## **ARTICLE 11 REPORTING FOR WORK – SEE APPENDIX FOR EACH REGION**

### **11.03 Recall**

Employees who have completed the day's scheduled hours of work and left the job site to return home or to camp and who return to work upon request, shall be compensated as follows:

- (a) Employees for whom no work is available when they arrive at the site shall be paid for four (4) hours at the applicable rate including any travel and transportation applicable.
- (b) Employees who are called in and commence work shall be paid for a minimum of four (4) hours at the applicable rate including any travel and transportation applicable.

When an employee works more than the four (4) hours, the employee shall receive remuneration for the hours actually worked at the applicable rates including any travel or transportation applicable.

In the event that an Employee, who works in response to a call out does not get an eight (8) hour break, prior to the commencement of their regular work day, the Employee(s) shall be allowed an eight (8) hour rest break or the employee's applicable overtime rate shall continue.

- (c) An employee who is recalled to work on the same calendar day will receive overtime after eight and one-half (8½) hours, including a one-half (½) hour lunch break, from the start of the initial shift, except in Central and Atlantic Region for such normal shifts commencing at or between the hours of 10:00 AM and 1:00 PM, overtime will apply for all hours worked beyond 6:30 PM.

## **ARTICLE 12 RECOGNIZED HOLIDAYS**

See Appendices for listing of recognized holidays.

- 12.1 If any of the holidays fall on a Saturday, the holiday is to be observed on the Friday, if the holiday falls on a Sunday, then the holiday will be observed on the Monday subject to the customer's requirements. Members are to be notified by the end of the business day on the Monday prior to the holiday.

In order to qualify for overtime pay, the member must work the observed day.

A maximum of 32 straight time (ST) hours (30 ST hours as per Article 6 "Compressed Work Week" will be paid in any week when a recognized holiday falls..

## **ARTICLE 13 VACATION PAY**

See Appendices.



## **ARTICLE 14 PAY DAY**

- 14.1 Employees will be paid weekly. Such pay shall be in the form of cash or negotiable payroll cheque, or by electronic banking. Payment or detailed statement to take place on Friday prior to the end of the shift. Cheque stubs will contain information which will enable employees to determine their eligibility for the medical and H&W plans. Records of pension remittances, made on behalf of each employee, will be provided at least once per month or more frequently with payroll information. When changes are made to timesheets, notice of explanations will be included with the pay stub showing what changes have been made and a contact name for clarification. Written notice of changes will be provided no later than the end of the regular work week that payroll is issued.
- 14.2 When employees are laid off or discharged, they shall be paid all wages due, including holiday and vacation pay in cash or negotiable payroll cheque or electronic banking on the next payroll date provided all company owned equipment is returned to the Employer's office. Should the Employer fail to comply with this provision, the employee shall receive an additional sum equivalent to eight (8) hours' pay at straight time rates for each day they are kept waiting, up to a maximum of forty (40) hours. On projects where there are twenty (20) or more employees after layoff and before leaving the job site, the employee and company supervisor will review each employee's timesheet(s) and agree on the hours to be paid and a signed copy will be given to the employee before leaving the site.
- 14.3 Records of employment will be issued in accordance with applicable legislation. Notice of layoff will be sent to the Regional Representative of the QCCC.
- 14.4 Employees are required to submit their own timesheets when working on their own and not part of a large group. Employees will submit timesheets daily or weekly as directed by the employer. If the technician is on a standard rotation with no change to daily schedule, the employer will provide a copy for the employee's review upon request.

## **ARTICLE 15 INDUSTRY AND TRAINING FEES**

- 15.1 The employer shall contribute thirty-five cents (35¢) per hour worked into a Nondestructive Testing Industry National Training Trust Fund which shall be a trusteed fund with an equal number of trustees appointed by the NDTMA and appointed by the Council.

The fund shall be responsible for the payment of the following for NDT employees:

- i) Renewal fees.
- ii) CGSB Application and Examination Fees and CWB Certification Fees.

- iii) CEDO Application and Examination Fees.
- iv) Training and upgrading to qualify for the CGSB, CEDO and CWB examinations.
- v) Film interpretation for Radiography Technicians.
- vi) or any other expense approved by the Trustees as set out in the Trust Agreement.

The employee does not need the approval of the employer in order to qualify for any of the above, but must apply to and receive approval from the Fund trustees in advance.

It is agreed that at some future date the Trustees may recommend an increase or a decrease in the contribution rate to cover changes in costs or need covered by this Trust Fund. Should this occur the employer agrees to adjust the rate accordingly.

- 15.2 Where the Employer requires the employee to take a CGSB test the Employer will pay the employee's reasonable expenses in connection therewith and will reimburse the employee for the straight time wages necessarily lost in order to write the test.

## **ARTICLE 16 HEALTH AND BENEFITS, AND PENSION**

- 16.1 All employees, probationary and regular, will be covered by the NDT Industry Health and Welfare Plan. Employers are required to pay 100% of the full plan premium of the health and welfare plan for all employees who work in excess of 120 hours per month and 90 hours for members of the plan. An employee's benefits will be determined as below and will be subject to the conditions of the Plan.

A detailed description of the coverage and eligibility of the NDT Industry Health & Welfare Plan is available in the policy booklet supplied by the Administrator of the Plan. This should be referenced when determining the benefits of the plan.

### **Full Plan Benefits will include the following:**

- Life Insurance
- Accidental Death and Dismemberment
- Provincial Health Care Premium
- Extended Health Care
- Vision Care
- Weekly Indemnity
- Dental Plans
- Long Term Disability - Premiums are paid by employee.

### **Premium Terms:**

- (a) Remissions for health and welfare shall be made on the same form as other remissions, and all employees shall be covered by either the Mini Plan or the Full Plan and shall be paid in one (1) cheque.
- (b) **Full Plan:** A QCCC member who has earned ninety (90) hours' pay in a month (120 hours' pay for initial month's coverage) will be included in the full plan for the month, which shall include the month's provincial medical care plan premium, if any.

The Plan shall continue the dental, vision care, and major medical benefits to the surviving spouse of any employee who has been enrolled on the full plan whose estate is entitled to a death benefit under the plan for one (1) year from the death.

- (c) Mini Plan: Any employee who is not covered by the full plan for the month will be covered under the Life Insurance + Accidental Death + Dismemberment benefit for that month.
- (d) A QCCC member who has earned fewer than ninety (90) hours pay in a month with any one (1) employer, but ninety (90) hours or more with two (2) or more employers and who advised the Plan Administrator will be included in the Full Plan.
- (e) Members shall qualify for full coverage benefits while they are off work due to annual vacation, industry related training courses or authorized leave of absences while on Union business.
- (f) National Post Retirement Health Plan

The employer shall make the following contributions to the employee funded National Post Retirement Health Benefit Plan for each hour earned for the duration of this agreement. These figures are already reflected in the pay rates in each region and appendix.

May 1<sup>st</sup> 2021: \$0.35

### **Lay Off Coverage**

- (g) Lay off coverage shall be provided by the Plan to any member who is on the Full Plan at time of layoff and who has earned at least 350 pension contribution hours.
- (h) Eligibility: A member shall receive one (1) months lay off coverage for each 350 hours earned up to a maximum of six (6) months of coverage. Provided they are available for work under this agreement.

- (i) If a member has been on the layoff coverage or on self-pay and returns to work for a signatory Employer, they can qualify for full plan coverage upon completion of ninety (90) hours earned.
  - (j) If a member who is on the foregoing layoff coverage works for a non-signatory employer while on such coverage, the member will be obligated to repay premiums to the plan, for their layoff coverage, before being eligible for rehire by a signatory employer.
  - (k) A detailed description of the coverage and eligibility of the NDT Industry Health & Welfare Plan is available in the policy booklet supplied by the Administrator of the Plan
- 16.2 The NDTMA, through the Plan Administrator will supply to the QCCC a list of those Employers who are delinquent in their monthly payments to the Plan. The QCCC will provide to the Administrator a list of all signatory employers and the Administrator will advise the QCCC which companies are not enrolled in the Plan.
- 16.3 The Employer hereby authorizes the Plan Administrator to forward monthly to the QCCC a copy of the monthly invoice to each Employer showing the name and amount payable in respect of each employee; and to report monthly to the QCCC the list of employees covered by the Plan.
- 16.4 (a) If it is proven that an employee has received an overdose of ionizing radiation and if they are not eligible for Workers' Compensation they shall be entitled to Weekly Indemnity Benefits under this Agreement provided they are unable to perform other work covered by the Agreement.
- (b) An employee who has received an overdose of ionizing radiation will become eligible to apply for weekly indemnity until such time as they receive Workers' Compensation benefits. Employees that receive WCB benefits under this provision will assign these benefits to the Health and Welfare plan to repay any weekly indemnity benefits received.
- 16.5 The Health and Welfare plan shall be administered by four trustees appointed by NDT Management Association and four (4) trustees appointed by the QCCC.
- 16.6 **Pension** — See Appendices.
- (a) On December 31<sup>st</sup> in the year that an employee turns 71 years of age, in lieu of pension benefit payments, the employee will receive 90% of the applicable benefit rate added to their hourly rate of pay.
- 16.7 New hire trainees will only be eligible for pension contributions after working fifteen hundred (1,500) hours. The fifteen hundred hours (1,500) referred to above is accumulated time worked under this agreement. The above does not

apply to any new employees with certification that are recognized by this agreement. This does not apply to trainees currently receiving pension contributions. All other benefits are payable.

#### 16.8 EMPLOYER PARTICIPATION AGREEMENT

The signatory contractors to this agreement hereby apply to the Board of Trustees of the NDT Industry Pension Trust Fund ("The Board of Trustees") for approval of the undersigned for participation in the NDT Industry Pension Trust Fund ("The Plan").

The signatory contractors under take and agree to be bound by all of the terms and provisions of the Agreement and Declaration of Trust dated the 15<sup>th</sup> of September 1983, as amended from time to time under and pursuant to which the Plan is constituted, and to perform and discharge promptly all of the obligations therein imposed upon employers.

The signatories to this agreement further agree that this provision shall constitute a binding agreement between the signatory contractors and the Board of Trustees and each of their successors, respectively.

### **ARTICLE 17 GENERAL PROVISIONS**

- 17.1 The Employer will provide all tools and equipment for the performance of work.
- 17.2 The Employer shall provide employees with protective clothing such as coveralls and gloves on dirty or corrosive work, in which the employee's clothes may be abnormally or permanently damaged, and rain gear when the employee is required to work in wet, inclement weather; these must be a proper size and fit. Such protective clothing including fire retardant outerwear and rainwear shall remain the property of the Employer. If a client has specific site requirements for unique safety footwear it will be supplied at no cost to the member.  
  
Coveralls shall be cleaned as required.
- 17.3 The Employer will provide, at no cost to the employee, all safety equipment as required under the applicable government accident prevention regulations; including a radiation warning device with an audible warning alarm; but shall not include safety shoes except for underground work. Such equipment shall remain the property of the Employer.
- 17.4 Each employer is responsible for the health and safety program for their workers. Every supervisor is responsible for the proper instruction of workers under the supervisor's direction and control and for ensuring their work is performed without undue risk. In an effort to ensure that safe working conditions are observed and where conditions warrant and especially when work is being carried out in a confined space, the employer will ensure that the

employees shall have proper assistance or vigilance from other persons who will act as a safety watch outside the area whenever any workers are inside the confined space. In order to satisfy the requirements of confined space entry procedures, all safety watch persons shall be properly trained and familiar with the tools and equipment, understand the hazards of the space and of the materials used in the nondestructive testing industry. When the designating of the Safety Watch is in the control of the signatory contractor, that person shall be a QCCC member or probationary member.

- 17.5 The Employer will comply with the safety conditions of the radioisotope licences issued by the Canadian Nuclear Safety Commission or successor.
- 17.6 Mobile dark rooms will be adequately ventilated. The employer will equip mobile darkrooms with functioning AC units where daily ambient temperature exceeds 25 degrees Celsius
- 17.7 When the employee is staying in a camp and is requested by the employer to move to a different camp for any reason, the employee shall be paid a minimum of two (2) hours' pay at their applicable straight time unchargeable rate, not to be used for overtime calculations on the following shift or to accrue extra meal allowances.

## ARTICLE 18 GRIEVANCE PROCEDURE AND ARBITRATION

- 18.1 It is the spirit and intent of this Agreement to adjust grievances promptly. All grievances shall be presented in writing within fifteen (15) days from the date there is evidence of a violation having occurred. The procedure for the adjustment of a grievance shall be as follows.
- 18.2 **Step No. 1:** Between the aggrieved employee and/or their steward and the Employer's representative. If no settlement satisfactory to the grievor is achieved within four (4) days the grievance must be pursued within the following ten (10) days.
- 18.3 **Step No. 2:** Between the aggrieved employee, their steward and the local Union representative or designate, and the Employer's representative. At this stage the grievance must be submitted in writing, provided that a reference in the grievance to any section of the Agreement shall not preclude argument based on any other section of the Agreement. If no settlement satisfactory to the grievor is achieved within four (4) days, the grievance must be pursued within the following ten (10) days.
- 18.4 **Step No. 3:** Between a designated Council Representative and an official of the Employer. If no settlement satisfactory to the employee concerned is achieved within four (4) days of the commencement of Step No. 1 or Step No. 2 the grievance must be pursued at the next step within the following ten (10) days.
- 18.5 **Step No. 4:** If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above within ten (10) working days, the matter may be submitted by the Council or the Employer for adjudication to an Arbitrator. At any time within ten (10) days following the completion of Step No. 3. a copy of the grievance and the referral to arbitration shall be sent to the NDTMA Directors for the region at the time of the referral. Failure to do so shall give the NDTMA a right to adjournment of the hearings.

The Arbitrator when selected or appointed, will proceed as soon as practicable, to examine the dispute or grievance and render its judgment.

The decision of the Arbitrator or a majority thereof, shall be final and binding and accepted by both parties for the duration of the Agreement.

The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of the Agreement, nor to alter, modify or amend any part of this Agreement.

In arbitration proceedings, the expenses of the Arbitrator shall be shared equally by the parties.

- 18.6 Where an Employer is in default on any obligation to the Council or an affiliated Union, the council or the affiliated Union may file a grievance commencing with a meeting between the designated Council representative and an official of the Employer. Failing settlement the grievance may be pursued to arbitration as provided by Article 18.05.
- 18.7 The QCCC may refer a grievance concerning violation of Article 27.01 to arbitration at any time after the tenth (10th) day of the month following the month in which the remission(s) is (are) due.
- 18.8 It is agreed that notes taken during negotiations are not admissible evidence in any legal proceedings involving the collective agreement.
- 18.9 By mutual consent by both parties, timelines may be extended
- 18.10 Any grievance instituted by the Employer may be referred in writing to the Council within fifteen (15) full days of the occurrence of the circumstances giving rise to the grievance, and the Council shall meet within ten (10) working days thereafter with the Employer to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration as provided in Article 18.05 at any time within ten (10) calendar days thereafter, but not later.
- 18.11 Union policy grievances may be referred in writing to the employer within fifteen (15) full days of the occurrence of the circumstances giving rise to the grievance, and the parties shall meet within ten (10) working days thereafter to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration as provided in Article 18.05 at any time within ten (10) calendar days thereafter, but not later

## **ARTICLE 19 TECHNOLOGICAL CHANGE**

- 19.1 There shall be no restrictions or additional conditions imposed against the use of any type of machinery, equipment, tools or methods provided that the Employer will consult with the Union where the introduction of new and substantially different equipment not previously used in the industry will result in the layoff of employees from a job.

## **ARTICLE 20 WORK STOPPAGES**

- 20.1 When employees covered by this Agreement are working out of the Employer's shop, they shall not be involved in any illegal work stoppages and shall be



entitled to continue work notwithstanding such work stoppages. In any case, the Employer shall be entitled to remove its equipment from the job site.

20.2 It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line. There will be no discrimination for refusal to cross a picket line. In such cases the Council will co-operate with the Employer in seeking the removal of the Employer's equipment from the job site.

20.3 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Council agrees that during the life of this Agreement, there shall be no strike, picketing, slowdown, or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

## **ARTICLE 21 SAVING CLAUSE**

21.1 If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the Federal or any Provincial Government, the Employer and the Council shall suspend the operation of such article or provision during the period of its invalidity and shall negotiate with a view to substituting by mutual consent, in its place and stead, an article or provision which will meet the objections to its invalidity and which will be in accord with the intent and purpose of the article or the provision in question.

If any article or provision of this Agreement shall be held invalid, inoperative, or unenforceable by operation of law, jurisdiction, the remainder of this Agreement or the application of such article or provision to persons or circumstances other than those to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

## **ARTICLE 22 MANAGEMENT RIGHTS**

22.1 The Council recognizes and acknowledges that the management of the business and the direction of the working force are fixed exclusively in the Employer and without restricting the generality of the foregoing, the Council acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, geographically transfer, discipline or discharge any employee for just cause provided that a claim by an employee who has completed their probationary period that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided in this Agreement;

- (c) make and enforce and alter from time to time rules and regulations (provided they are not in conflict with the terms of this Agreement) to be observed by the employees;
- (d) determine the kinds and locations of shops and jobs, equipment and materials to be used, the control of equipment and materials, the methods and techniques of work, the content of jobs, schedules of production, the number of employees to be employed, the extension, limitation or termination of business or any part thereof.

22.2 The Employer agrees that the foregoing management rights will not be exercised contrary to the express provisions of this Agreement.

## **ARTICLE 23 BEREAVEMENT LEAVE**

23.1 In the event of the death of a member of an employee's immediate family, the employee will be allowed to take time off without loss of pay to a maximum of three (3) days for sister, brother, mother in law, father in law, son in law, daughter in law, grandparents and grandchildren, five (5) days for spouse or common law spouse, parents and children, for the purpose of attending the funeral. Pay shall be eight (8) hours per day at the employee's chargeable straight time day shift rate provided the employee was scheduled for work.

### 23.2 Jury Duty

If an employee is summoned or subpoenaed for jury duty selection, the employer shall grant the employee leave-of-absence with pay up to a maximum of one (1) month. The rate of pay shall be the difference between their regular pay at the non-chargeable rate and the monies received for jury duty. This shall apply to any employee covered by this Agreement who is employed at the time of the employee's receipt of a call for jury duty.

## **ARTICLE 24 PIPELINE WORK**

24.1 In the event that the collective agreement between the Pipeline Contractors' Association and the United Association is amended with respect to Articles 7.03, 9.07, 9.08 and Appendix "A", this Agreement shall be amended accordingly provided that the changed provisions shall not exceed the provisions of this Agreement for other kinds of work, and provided that changed provisions shall take effect only from the date of receipt by the NDT Management Association Secretary of the notice of change.

## **ARTICLE 25 ADMINISTRATION FUND**

25.1 Each Employer shall contribute an amount equal to one percent (1%) of the gross employee earnings each month to the NDT Administration Fund. Contributions shall be remitted to the QCCC not later than the 20th of the following month and there shall be an assessment under Article 27.02 as liquidated damages and not as a penalty for remissions made more than three (3) days late.

25.2 The contributions so remitted shall be divided equally between the QCCC and the NDT Management Association to defray the costs of those organizations in negotiating and administering the Agreement and furthering the industry. The QCCC shall remit one-half (½) of the contributions to the Treasurer of the NDT Management Association not later than the 15th day of the month following.

25.3 The Employer contributions together with assessments, if any, may and shall be enforced by the way of grievance by the Council, the cost of which shall be borne equally by the parties. In the event of the Council's failure to enforce this obligation or failure to remit to the Association the obligations on the Council

shall be enforceable by grievance by any signatory Employer in the right of the Association or by the Association in its own right in the same manner as if it were an Employer signatory to this Agreement. In the event of such a claim the grievor shall have the right to audit the accounts, receipts and remissions of the Council with respect to the Employer contributions.

## **ARTICLE 26     AUDIT**

26.1 Prior to the request for an audit, the Council or the Trustees will state in writing the grounds and nature of the proposed audit. Where the Council or Trustees have grounds to believe that proper payments have not been made under this Agreement, they shall have the right to inspect the Employer's records, and the employer shall grant access for same. Where the employer has denied access and a violation has been determined at arbitration, the employer shall pay the audit and arbitration costs.

## **ARTICLE 27     ENFORCEMENT**

27.1 All remittances required by this Agreement including dues, administration funds, health and welfare contributions, training funds and pension contributions shall be remitted not later than the 20th day of the month following the month in which the deductions were made or contributions were earned. Such remittances will be in accordance with the minimum contribution requirement of Article 1.01.

27.2

There shall be an assessment for liquidated damages and not as a penalty for remittances when:

- Remittances for all dues payable under the collective agreement are not received in the offices of the administrator within the period specified in the collective agreement

When the due date falls on a Saturday, Sunday, or a public holiday recognized by the CRA, we consider the payment to be on time if we received it on the next business day.

The Assessment will be:

- 3% of the initial balance owing or \$500.00\* whichever is greater (or unpaid portion of the amount owing is a partial payment is received), plus
- An additional 3% of the unpaid balance owing for each full month the remittance is late
- An additional 3% of any unpaid assessments will be added to the assessment for each full month the assessment remains unpaid

27.3 Audit, administration, collection and arbitration costs authorized by the Trustees appointed under Article 16.05 shall be paid by the employer when the proper remittances referred to above are not paid. The maximum amount of such costs payable by the employer shall be three times the amounts listed in Articles 27.01 and 27.02 which are determined to be due.

27.4 All employers shall, prior to signing this Agreement, post with the Administrator and maintain a \$5,000 bond or irrevocable letter of credit or a cash deposit in a form agreed between the NDTMA and QCCC which shall be forfeited to a maximum of the amount due including liquidated damages, audit, collection, administration and arbitration costs in the case of late payment or non-payment of the remittances required by this agreement. The bond or letter of credit or cash deposit, as the case may be, shall be forfeited within one (1) week of the date that the Trustees find the employer in default under Article 27.01 and 27.02 unless the default is paid in full.

The bond or letter of credit or cash deposit, as the case may be, shall be returned to the employer after two years if the employer has made all remittances required under Article 27.01 within the time limits provided in Article 27.02. The employer shall be required to reinstate such security if remittances required under 27.01 within the time limits provided in Article 27.02, are late for any two (2) occurrences, within any twelve (12) month period, following the return of the security.

Failure to reinstate such security within seven (7) days of any default under Article 27.01 and 27.02 shall be grievable and the full costs of any arbitration to enforce such reinstatement of the grievance if successful, be paid by the employer.

27.5 When remittances are due, both the funds and the accompanying report must be received by the administrator by the date required in Article 27 .01. Failure to do so will require the administrator to apply the assessment as direct under 27.02.

27.6 For the purposes of remittances, an employer may use the last weekly payroll end date of the month as the last day of the month. The start date for the following month's remittance would be the following day. This is referred to as a "Modified Month".

If a member does not earn Full Plan coverage in the modified month and does earn Full Plan coverage in the calendar month, the employer will provide the Full Plan benefits the QCCC Member

## **ARTICLE 28 ENABLING AGREEMENT**

28.1 Where a particular article or articles of the NDT Collective Agreement is or are found to work a hardship for a particular project or work or specific

geographical area the terms and conditions of the Agreement may be modified by mutual consent of the QCCC and the NDTMA when they deem it prudent.

## **ARTICLE 29 EMPLOYEE ASSISTANCE FUND**

29.1 Employers shall submit four (4) cents for each hour worked for all employees, probationary and regular, to a trust fund for the treatment of members and their dependants for alcohol and drug rehabilitation at approved facilities, to be administered by the NDT Industry Health Benefits & Pension Trustees. It is the intention of the plan to provide the lifetime maximum coverage up to \$15,000.00; however, the trustees have the ability to adjust coverage based on experience rate.

It is understood that the foregoing four (4) cents is comprised of two (2) cents of employer contributions and two (2) cents of employee contributions and will be reflected on the current schedule of rates.

### Eligibility Rules

- Members must be in good standing with the union at the time the request for assistance is made.
- The person requiring said assistance must sign a document, from the fund administrator, stating that they will provide a certificate of completion or the money will be reimbursed to the fund if they do not complete the program.

Note: This clause does not apply to Central (Appendix C)

## 29.2 HELMETS TO HARDHATS

The employer and employee will each pay \$0.01 cents per hour worked to a fund entitled "Helmets to Hardhats".

The total of \$0.02 will be added to the monthly remittances included in the training fund portion of the employer remittance

The above has been reflected on the current schedule of rates.

## **ARTICLE 30 DURATION**

30.1 This Agreement shall remain in force from May 1, 2021 to April 30, 2024 and shall continue in force from year to year thereafter unless in any year not more than one hundred and eighty (180) days, and not less than thirty (30) days, before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

**ARTICLE 31 APPENDICES, LETTERS OF UNDERSTANDING AND INTERPRETATION**

The following Appendices are attached hereto and form a part hereof:

- Appendix "A" – National Field Heat Treatment Agreement
- Appendix "B" – Atlantic Region
- Appendix "C" – Central Region
- Appendix "D" – Prairie Region
- Appendix "E" – Pacific Region
- Appendix "F" – Pipeline Agreement
- Appendix "G" – Quebec Region

The following Letters of Understanding form part of this agreement.

- Letter of Understanding 1 – National – Practical Mentoring
- Letter of Interpretation A – Atlantic Region – Meals
- Letter of Interpretation B – Central Region – Meals
- Letter of Interpretation C – Prairie Region – Meals
- Letter of Understanding 4 – Pacific Region – Travel Enabling Clause

The following Letters are attached hereto and form a part hereof:

- Letter of Interpretation – Central Region - LOA - Meals
- Letter of Interpretation – Prairie Region - LOA - Meals

Negotiated at St. John's, Halifax, Toronto, Montreal, Edmonton and Vancouver and subsequently ratified by all parties.

**LETTER OF UNDERSTANDING #1 – PRACTICAL MENTORING**

**Between**

**Quality Control Council of Canada**

**-and-**

**NDT Management Association**

The parties agree that some employees may require additional on the job training in order to have confidence and proficiency as a technician or in advanced specialty methods of inspection.

In an effort to make that additional training available to the employees the parties agree to a Voluntary Mentoring Program. All employees will be provided fair and reasonable access to the mentoring program. This program is not meant to displace current trainees and these employees will be in addition to the regular work crews. No Mentor may train more than one employee at a time.

Employees must register and sign a “Mentoring Agreement” recording the individual's CGSB certifications, training, and courses completed. The inspection method(s), the length of the training period, the scheduled hours of work and the rate of pay, along with potential Mentors will also be included. A copy of the agreement must be provided to the QCCC regional office for final authorization and registration.

Employees registered in the Mentoring program must be under the constant and immediate supervision of the designated Mentor to which they have been assigned.

The employee will receive 80% of the chargeable rate to which the employee would otherwise be entitled for the time spent in the registered mentoring program. (In the Atlantic and Quebec regions, the rate of pay cannot be lower than trainees with less than 1500 hours). For any work assigned outside of the mentoring program, the employee will receive their full rate of pay.

The individual Mentoring Agreements may be cancelled by either party upon providing 30 day written notice.

For the QCCC

For the NDTMA

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**QUALITY CONTROL COUNCIL OF  
CANADA**

**NDT MANAGEMENT (CANADA)  
ASSOCIATION**

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**CONSTRUCTION LABOUR  
RELATIONS ASSOCIATION OF  
NEWFOUNDLAND AND LABRADOR**

**DATE:**

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**CONSTRUCTION LABOUR  
RELATIONS ASSOCIATION OF THE  
PROVINCE OF NOVA SCOTIA**

**DATE:**

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**SIGNATORY UNION:**

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International Brotherhood of Boilermaker, Lodge 203

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Robert Moore

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United Association, Local 740

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Robert Fiander

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Boilermakers Lodge 73

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Dave Noel

---

United Association Local 325

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Nathan Doucette

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Boilermakers Lodge 271

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Bruno Guilmette

---

United Association Local 144

---

Sylvain Morissette

---

United Association Local 46

---

Dave Griffiths

---

Boilermakers Lodge 128

---

Roy Grills

---

United Association Local 254

---

Kyle Kelcsics

---

Boilermakers Lodge 555

---

Mike Pfeiffer

---

United Association Local 488

---

Rod McKay

---

Boilermakers Lodge 146

---

Hugh MacDonald

---

United Association Local 496

---

Trevor Robertson

---

United Association Local 179

---

Mike McLean

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Boilermakers Lodge 359

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Robert Kappel

---

United Association Local 170

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Borys Lessy

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**DATE:**

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## **APPENDIX "A" -- NATIONAL FIELD HEAT TREATMENT AGREEMENT**

The following conditions shall apply to all Field Heat Treatment work performed in Canada, by all signatory contractors. All other National and Regional articles apply for the National Heat Treatment unless otherwise specified within the appendix.

### **ARTICLE 10.01 CLASSIFICATIONS:**

Technician Trainees must complete the requisite hours, successfully complete certification training and testing and spend at least one (1) year in each classification before advancing to the next level.

**Supervisor:** A supervisor is defined as any person who directs a crew of 6 or more persons in the field, in a control room, or as may be otherwise appointed by management.

**Journey person:** A Journey person is defined as any person who has been certified as a "Field Heat Treatment Technician in any Province by the provincial authority having jurisdiction.

**Technician:** A technician is defined as any person who has not completed the recognized training program and obtained certification.

Employees assigned to "Remotely Monitor" Field Heat Treatment for Heat Treat work performed within the scope the agreement will remain in the bargaining unit and be compensated based on their job functions as per the following criteria:

**Control Room Monitor Level I:** A Control Room Monitor Level I is any person who strictly monitors Equipment and will be classified as a Level I Technician

**Control Room Monitor Level II:** A Control Room Monitor Level II is any person who makes adjustments to equipment and will be classified as a Level II Technician

**Record Keeping:** It is understood that record keeping is a normal function of a Technician's duties and no additional allowances will be paid.

## WAGES

### Pacific Region

#### Wage Rates \* Not withstanding Pacific Region 10.02

<u>Hours</u>	<u>July 5, 2021</u>	<u>May 1, 2022</u>	<u>May 1, 2023</u>
Certified Journeyman	49.48	50.34	51.11
Technician Level 4 (5400-7200 hrs)	41.09	42.60	43.21
Technician Level 3 (3600-5399 hrs)	36.14	37.44	37.95
Technician Level 2 (1800-3599 hrs)	31.18	32.27	32.67
Technician Level 1 (0-1799 hrs)	26.23	27.11	27.40
Probationary (3 mths)	21.28	21.94	22.14
Pension	6.50	6.75	7.00

### Prairies Region

<u>Hours</u>	<u>Oct 31, 2021</u>	<u>May 1, 2022</u>	<u>May 1, 2022</u>
Certified Journeyman	45.88	46.55	47.36
Technician Level 4 (5400-7200 hrs)	38.98	39.51	40.15
Technician Level 3 (3600-5399 hrs)	34.38	34.82	35.36
Technician Level 2 (1800-3599 hrs)	29.78	30.13	30.56
Technician Level 1 (0-1799 hrs)	25.18	25.43	25.76
Probationary (3 mths)	20.57	20.74	20.96
Pension	5.50	5.75	6.00

### Central Region

<u>Hours</u>	<u>July 1, 2021</u>	<u>May 1, 2022</u>	<u>May 1, 2023</u>
Certified Journeyperson	47.82	48.65	49.38
Technician Level 4 (5400-7200 hrs)	40.56	41.22	41.80
Technician Level 3 (3600-5399 hrs)	35.71	36.26	36.74
Technician Level 2 (1800-3599 hrs)	30.86	31.30	31.68
Technician Level 1 (0-1799 hrs)	26.02	26.36	26.64
Probationary (3 mths)	21.18	21.41	21.59
Pension	7.00	7.25	7.50

### Quebec Region

<u>Hours</u>	<u>Nov 28, 2021</u>	<u>May 1, 2022</u>	<u>May 1, 2023</u>
Certified Journeyperson	39.87	40.42	40.98
Technician Level 4 (5400-7200 hrs)	33.90	34.33	34.77
Technician Level 3 (3600-5399 hrs)	29.91	30.26	30.62
Technician Level 2 (1800-3599 hrs)	25.92	26.19	26.47
Technician Level 1 (0-1799 hrs)	21.93	22.12	22.32
Probationary (3 mths)	17.94	18.05	18.17
Pension	5.75	6.00	6.25

## Atlantic Region

<u>Hours</u>	<u>July 1, 2021</u>	<u>May 1, 2022</u>	<u>May 1, 2023</u>
Certified Journeyman	42.45	43.05	43.67
Technician Level 4 (5400-7200 hrs)	36.02	36.50	36.98
Technician Level 3 (3600-5399 hrs)	31.73	32.12	32.51
Technician Level 2 (1800-3599 hrs)	27.46	27.76	28.07
Technician Level 1 (0-1799 hrs)	23.19	23.40	23.62
Probationary (3 mths)	18.90	19.03	19.17
Pension	7.00	7.25	7.50

### **ARTICLE 10.02 UNCHARGEABLE TIME RATE:**

Field Heat Treatment Contractor's may apply the Unchargeable Time Rate provisions of Article 10.02 at eighty percent (80%) of the rate to which the employee would otherwise be entitled; however, in no case will any employee be paid less than the Level I rate Field Heat Treatment Technician rate.

### **CERTIFICATION:**

Technicians must meet both hour and training requirements to advance.

The parties agree that every technician will be provided with a fair opportunity to take the training courses and no technician will be held back from advancement and wage increases due to course availability and access. If the technicians are advanced after completing the prerequisite hours but without completing the training due to availability or access then in order to maintain the level increase, they must complete the requisite training as soon as it becomes reasonably available or risk being reclassified to their certification accordingly.

No individuals currently receiving Journeyman rate will be reclassified but are encouraged to seek certification.

## **INDUSTRY TRAINING FEES AND UPGRADING**

The Heat Treatment employers shall contribute seventy-five (\$0.75) per hour worked into the National Heat Treatment Training Fund, which shall be a trustee fund with an equal number of trustees appointed by the recognized Management Association and the Council. The trustees of the fund shall determine the complete training program, based on the present curriculum, LOA and travel expenses, which is administered by the designated training coordinator.

Signatory companies must have at least one full time technician contributing to the National Heat Treatment Training Fund in order to access the fund for Training, LOA and Travel Reimbursements.



## **APPENDIX "B" -- ATLANTIC REGION**

The following conditions shall apply to work performed in the Provinces of Newfoundland and Labrador, Prince Edward Island, Nova Scotia and New Brunswick.

The following modifications to the collective agreement apply to the Province of Newfoundland. References in the collective agreement and Appendix "B" to the "QCCC member" are deemed to include employees under this agreement represented by the Newfoundland Unions.

With respect to work undertaken within the Commercial and Industrial sector of the Construction Industry in the Province of Nova Scotia, the Quality Control Agreement has been signed by the Construction Management Bureau Limited, as the employers' accredited bargaining agent under Part II of the Nova Scotia Trade Union Act.

### **ARTICLE II - SCOPE**

#### **2.01 Scope Addition to that in the National Agreement Article 2.00**

CWB Inspectors performing visual inspection of welds onsite as part of construction, revamp work, or scheduled maintenance shutdown covered by an on-site building trades agreement, shall be performed by employees covered by this agreement and shall include but not be limited to all metal fabrications, piping and fibreglass fabrications.

### **ARTICLE III - UNION SECURITY**

#### **3.02 New Employees – See National**

### **ARTICLE VI - WORK DAY & WORK WEEK**

**6.01** The normal work week shall be forty (40) hours; however, this shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week, except as provided for in Article XI or Standby Time.

**6.02** Overtime rates shall apply for all work performed beyond eight (8) hours in any normal shift and there shall be a ten (10) minute coffee break at the commencement of overtime.

**6.03** Moved to National 6.03

### **ARTICLE VII - OVERTIME**

**7.01** (a) Overtime work performed shall be paid for under the following provisions:

**Monday through Friday** – Time and one-half (1.5x) shall be paid for the first two (2) hours with double (2x) time thereafter before the addition of shift differential where applicable.

**Saturday** – Time and one-half (1.5x) shall be paid for the first eight (8) hours with double (2x) time thereafter before the addition of shift differential where applicable.

**Sunday** – Double (2x) time shall be paid for all hours worked before the addition of shift differential where applicable.

**Recognized Holidays** – Double (2x) time shall be paid for all hours worked.

- (b) (i) Overtime work shall be paid at double time (2x) on work when UA or Boilermaker trades workers are entitled to double time rates on full wage for the following.
- New construction.
  - Repair or revamp during a shutdown, turnaround or outage.
  - Work on equipment not operating during a scheduled maintenance shutdown because of the shutdown.
- (ii) Overtime work performed under an ongoing maintenance contract will be paid at the otherwise applicable rate. An employee who is working on contract maintenance, prior to and during the shutdown period, shall not be moved from ii) to i) unless the QCCC is unable to supply a qualified local employee within a reasonable time.
- Employees moved from contract maintenance to the shutdown shall receive double time (2x) for all overtime for the duration of the shutdown period
- (iii) The overtime rate shall also be double (2x) time where the work is performed in a fabrication shop or industrial plant in which the regular employees are paid double (2x) time for all overtime.

**7.03** Pipeline overtime – See National.

#### **7.04 Overtime Meals**

(a) Definition of scheduled overtime: For this clause, overtime will have been considered scheduled if the employee had been notified by the end of the employee's previous shift, or 12 hours in advance of the employees shift start time if the employee is not working.

(b) When an employee has been scheduled as in (a) above, and works beyond 10 hours, the employee is to be provided with a paid coffee break at the conclusion of ten (10) hours.

(c) In the event the employee has been approved to work beyond the scheduled overtime, the employer will provide an overtime meal immediately after the employee works past the scheduled overtime and every four hours thereafter.

(d) When the employee works eight (8) hours of the shift, and the overtime is canceled after notification, the employee shall receive a meal allowance in the amount of twenty dollars (\$20.00).

(e) Short Notice / Unscheduled: When an employee is approved to work more than ten (10) hours in a twelve (12) hour period and overtime is not scheduled, the employee will be entitled to an overtime meal as per Article 7.04 immediately after 10 hours and every 4 hours thereafter, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of ten (10) hours, and at each four (4) hour interval thereafter. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the applicable rate of pay.

(f) Travel time shall be considered as time worked for the purposes of this clause.

(g) When such meals are not provided, the employee so affected shall receive a meal allowance in the amount of twenty dollars (\$20.00) in lieu of such meal but will be entitled to have a paid coffee break.

(h) It is agreed that Article 7.04 does not apply to pipeline work or employees staying in permanent and project camp installations

## **ARTICLE IX - EXPENSES, TRAVEL, AND STANDBY TIME**

**9.01** Moved to *National*.

### **9.02 Call Out Travel**

When an employee is required to report for work to a job away from the Employer's shop and the job is located in an area where the employee can commute daily between their normal place of residence and the job, they shall be paid their applicable rate of pay for the time spent in commuting. In all such cases, the time spent in travelling shall be measured as follows:

(a) Where a fixed travel time allowance has been negotiated for the project between the owner or general contractor and the Boilermakers or the United Association, the greater of those shall be paid provided it is known before the NDT bids are submitted.

(b) In all other cases as follows:

(i) from the Employer's shop to which they were assigned on hire provided that with respect to a construction project for the purposes of

this clause the shop must have been established one (1) year before the job was contracted, or

- (ii) from the municipal office in the municipality in which the employee is domiciled, whichever is the lesser.

Where the Employer does not have a local shop the travel time shall be paid from the employee's home.

### **9.03 Mobilizing and Demobilizing**

When an employee is required to report for work to a job away from the Employer's shop and the job is located in an area where the employee cannot reasonably commute daily to their normal place of residence, they shall be paid their regular rate of pay for the time spent in travelling as follows:

- (a) **Move-in and Move-Out** – at the commencement and conclusion of their work on the project, for travelling time from the employer's shop or agreed point of hire, as the case may be, to a maximum of twelve (12) hours per day. This travel time shall be considered as time worked and overtime rates shall apply where applicable.
- (b) **Daily Travel** – they shall travel to and from the assigned living accommodation on the Employer's time.
- (c) All travel time shall apply to both driver and passengers.

When an employee is moving the Employer's vehicle or is being paid mileage allowance to drive their own vehicle to and from a job site the time spent in travel shall be considered as time worked.

**9.04** Left Blank.

**9.05** Left Blank.

**9.06** A standby day is a day for which work was scheduled but not performed at the direction of the customer. The employee shall be paid five (5) hours' pay at the applicable rate for a standby day or demobilized or re-assigned at the discretion of the employer; provided that where an employee is required to remain at the work site and that requirement is approved in writing by the customer, the day shall be a regular work day and not a standby day even though no work is performed. An employee shall not be entitled to payment under both Article 9.06 and Article XI.

Article 9.06 applies only to pipeline work covered under the Collective Agreement between the Pipeline Contractors' Association and the United Association, if that Agreement provides five (5) hours' standby pay.

**9.07** Employees will be reimbursed for travel expenses to and from the Employer's shop to the job site as directed on the following basis: See *National* 9.01.

No employee shall be discharged for refusing to drive their own vehicle for transportation from the Employer's shop to the job site.

The on-site offices or trailers shall not be considered as the Employer's shop except for jobs where employees are being paid living expenses according to Article 9.08 or 9.09.

**9.08** Room, board and travel expenses for an employee who cannot reasonably return daily to their normal place of residence shall be paid as follows:

(a) Where camp accommodation is provided, no subsistence allowance will be paid to any employee.

(b) Where no camp accommodation is available, the Employer shall provide room and board as follows:

(i) in a customarily acceptable hotel or commercial lodging; or condominiums or supplied room which must be in good repair and meet the reasonable satisfaction of the employee. Employees shall be responsible for damage. Members cannot move in and out unless there is significant or material change to living conditions. Meal allowance must be provided when the condominiums or other supplied accommodations are provided.

(ii) a minimum subsistence allowance will be paid as follows for the duration of this agreement:

July 1, 2021	\$82.00 per night spent in hotel plus \$56.00 per working day for meals.
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If an employee chooses to stay after the completion of their final night shift they shall be compensated for that stay. Hotel receipt to be provided for the final stay.

If the customarily acceptable hotel, commercial lodging, condominium or supplied room is not satisfactory to the union, the employee may elect (ii) instead of (i).

If the customarily acceptable hotel, commercial lodging, condominium or supplied room is satisfactory to the union, the employee may elect (ii) instead of (i), but will not increase the Employer's travel time liability, nor the Employer's actual accommodation cost.

**9.09** On pipeline projects not covered by APPENDIX "F", Article 9.08 shall apply.

**9.10** Left Blank.

**9.11** At no time will an employee be required to use their own money to provide their own room and board when working away from their normal place of residence on the direction of the Employer.

**9.12 Travel and Overtime**

Maximum overtime rate for time spent in travel shall be time and one-half (1.5x). Travel time shall not be used for computing double time for article 7.01 of this appendix. The employee shall have the right to refuse to drive after twelve (12) hours in one day.

## ARTICLE X - CLASSIFICATIONS, WAGES & PREMIUMS

### WAGES

#### 10.01 Classifications

"Certificates" shall mean a CGSB Certificate in any of the following:

- Aircraft Structures
- Magnetic Particle (Tech II - M.P.)
- Liquid Penetrant (Tech II - L.P.)
- CWB Certification (Tech II)
- Other Level I or Level II

<u>Wages</u>	<u>01-Jul-21</u>	<u>01-May-22</u>	<u>01-May-23</u>
<b>Level II Technician</b>			
<i>RT2 UT2 or EC2</i>			
- with 3 Certificates	\$42.45	\$43.05	\$43.67
- with less than 3 Certificates	\$39.99	\$40.54	\$41.11
<b>Level I Technician</b>			
<i>RT1 UT1 or EC1</i>			
- with 2 Certificates	\$33.99	\$34.42	\$34.86
- with less than 2 Certificates	\$31.85	\$32.24	\$32.64
<b>Level II Magnetic Particle and Liquid Penetrant (both)</b>	\$31.85	\$32.24	\$32.64
<b>Trainee</b>			
- with 1 Certificate or CEDO	\$25.72	\$25.98	\$26.25
- with 1500 Earned Hours	\$18.94	\$19.07	\$19.21
- with Less Than 1500 Hours	\$14.80	\$15.10	\$15.40
<b>For QCCC Members only:</b>			
CWB Level III	\$39.99	\$40.54	\$41.11
CWB Level II	\$31.85	\$32.24	\$32.64
CWB Level I	\$25.72	\$25.98	\$26.25
Pension	\$7.00	\$7.25	\$7.50

No member shall have a reduction in rate as a result of the implementation of these rates.

**Unchargeable Time** – eighty percent (80%) of the rate to which the employee would otherwise be entitled, except that the unchargeable time rate for Trainee with no certificates shall be the regular rate.

Within each classification (i.e. Level II, Level I, Trainee) when the Employer is laying off from a project it will not lay off employees for the reason that they are over-qualified.

Any employees with less than 1,500 hours will be laid off first on a project-by-project basis (no bumping).

**10.02** National.

**10.03** National.

**10.04 Supervisors - Premium for Record Keeping**

On each project where an employee is assigned the responsibility of directing a crew of six (6) employees or more and keeping records of their hours of work they shall be paid a premium of two dollars and seventy five cents (\$2.75) per hour worked. Premium is not to be calculated in overtime rates.

- (a) Supervisors are to be appointed by management.
- (b) No minimum or maximum number of technicians is required on a job site to necessitate the appointment.
- (c) "Level II Technicians" are responsible for technical performance on a project. The responsibility to interpret film for other technicians on a site does not necessarily mean that a supervisor's rate applies.

**10.05 Isolation Pay**

Hourly rates of wages for employees covered by this Agreement when employed north of 60 degrees latitude shall be one dollar and seventy five cents (\$1.75) per hour higher than those provided in Article X. Isolation pay to apply to work performed on off-shore oil platforms in their final working position. If the premium for offshore work is increased in both the U.A. and Boilermaker agreements, then the same increase will apply.

**10.06** Left Blank.

**10.07 Certified Exposure Device Operator**

See *National*.

**ARTICLE XI - REPORTING FOR WORK**

**11.01** An employee reporting for work at the scheduled starting time, unless notified the previous day not to report, and for whom no work is available shall receive four (4) hours' pay at the applicable rate. If an employee is working on a compressed work week they shall not receive less than five (5) hours pay for the period spent at work. An employee who is paid four (4) hours' pay or less for each of three (3) consecutive work days may, commencing with the third day, request and be granted a layoff.



(a) does not apply to employer work ready training requirements as per National 10.02.

(b) does not apply to mobilization/demobilization as per 9.03 (a)

**11.02** An employee reporting for work and commences work and is then sent home by the Employer during their first half shift shall receive not less than four (4) hours' pay for the period spent at work. If an employee is working on a compressed work week they shall not receive less than five (5) hours pay for the period spent at work.

An employee who has completed the first half of their shift and reports for work and commences work on the second half of their shift and is then sent home by the Employer shall receive not less than eight (8) hours' pay for the entire shift. If the employee is working on a compressed work week they shall receive not less than ten (10) hours for the period spent at work. This paragraph does not apply to work in fabrication shops. This paragraph shall apply to work performed as part of construction, revamp work, or scheduled maintenance shutdown, turnaround or outage, covered by an on site building trades agreement where UA or Boilermakers are present as set out in 7.01(b).

## **ARTICLE XII - RECOGNIZED HOLIDAYS**

**12.01** (a) The holidays shall be as follows:

New Year's Day	Canada Day	Remembrance Day
Family Day (NB,NS)	1 <sup>st</sup> Monday in August	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	1 Floater (NL, PEI)

(b) Payment for such holidays shall be by way of an addition of four percent (4%) of gross earnings paid on each pay cheque.

(c) If Family Day is added to any other Atlantic Province during the term of this agreement, the Floater will be used in place of Family Day in that Province.

**12.03** The employees who work on any of the above-noted holidays shall be paid the overtime pay required by Article 7.01.

## **ARTICLE XIII - VACATION PAY**

**13.01** All employees covered by this Agreement shall be entitled to and receive annual vacation pay as follows:

(a) All employees shall be paid vacation pay at the rate of six percent (6%) of their gross earnings. An employee with more than one (1) year's service with the Employer shall be entitled to a four (4) week vacation annually.

- (b) Accrued vacation pay shall be paid prior to the commencement of the employee's vacation (or, at the written request of the employee, will be paid each pay period), or upon layoff or termination in accordance with Article 14.02.

**13.02** The vacation time shall be taken at a time or times mutually agreed between the employee and the Employer or upon three (3) weeks notice by the employee.

## **ARTICLE XVI - HEALTH, BENEFITS & PENSION**

### **16.06 Pension**

The Employer shall make the following contributions to the NDT Industry Pension Fund for each hour earned for the duration of this agreement.

July 1, 2021 - \$7.00 earned per hour;

May 1, 2022 - \$7.25 earned per hour;

May 1, 2023 - \$7.50 earned per hour.

**LETTER OF INTERPRETATION A – MEALS  
(ATLANTIC REGION)**

**Between**

**Quality Control Council of Canada  
-and-  
NDT Management (Canada) Association**

The undersigned parties agree to the following interpretation of Article 9.08(b)(ii) for the Atlantic Provinces.

The subsistence allowance under the circumstances of Article 9.08(b)(ii) shall be one hundred thirty-eight (\$138.00) per night spent in a hotel. The subsistence shall cover the costs of both hotel and three (3) meals in a twenty-four (24) hour period of such work/travel plus an allowance for meals reasonably taken in conjunction with such work/travel outside of the twenty-four (24) hour period in a day in which they does not stay in a hotel. Where the total hours worked and traveled after the end of a twenty-four (24) hour period is at least eight (8) actual hours, the meal allowance shall include all three (3) meals. Such allowance shall be in the following amount:

Breakfast     \$15.00

Lunch           \$19.00

Dinner         \$22.00

[As an example, during year 1 an employee who departs on a six (6) hour drive at noon on Day 1, works on Day 2, stays overnight on Days 1 and 2, works two (2) hours on Day 3 and travels six (6) hours on Day 3 to arrive back at 4:30 p.m. shall receive:]

Day 1 – One hundred thirty eight (\$138.00)

Day 2 – One hundred thirty eight (\$138.00)

Day 3 – Nineteen dollars (\$19.00) for Lunch

For the QCCC

For the NDTMA

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX "C" -- CENTRAL REGION

The following conditions shall apply to work performed in the province of Ontario.

### ARTICLE II - SCOPE

#### 2.01 Scope Addition to that in the National Agreement Article 2.00

CWB Inspectors performing visual inspection of welds onsite as part of construction, revamp work, or scheduled maintenance shutdown covered by an on-site building trades agreement, shall be performed by employees covered by this agreement and shall include but not be limited to all metal fabrications, piping and fibreglass fabrications.

### ARTICLE III - UNION SECURITY

#### 3.02 New Employees – See National

### ARTICLE VI - WORK DAY & WORK WEEK

6.01 The normal work week shall be forty (40) hours; however; this shall not be construed as a guarantee of hours of work per day or per week, except as provided for in Article XI or Standby Time.

6.02 Overtime rates shall apply for all work performed beyond eight (8) hours in any normal shift and there shall be a ten (10) minute coffee break at the commencement of overtime.

6.03 Moved to National

### ARTICLE VII - OVERTIME

7.01 (a) Overtime work performed shall be paid for under the following provisions:

**Monday through Friday** – Time and one-half (1.5x) shall be paid for the first two (2) hours with double (2x) time thereafter before the addition of shift differential where applicable.

**Saturday** – Time and one-half (1.5x) shall be paid for the first eight (8) hours with double (2x) time thereafter before the addition of shift differential where applicable. This overtime rate shall be double (2x) time on that work to which Article 7.01(b) applies.

**Sunday** – Double (2x) time shall be paid for all hours worked before the addition of shift differential where applicable.

**Recognized Holidays** – Double (2x) time shall be paid for all hours worked.

- (b) (i) Overtime shall be paid at double (2x) time on work when UA or Boilermaker trades workers are entitled to double time rates on full wage for the following:

- New Construction

- Repair or Revamp during a shutdown, turnaround or outage

- Work on equipment not operating during a scheduled maintenance shutdown, because of the shutdown

- (ii) Overtime work performed under an ongoing maintenance contract will be paid at the otherwise applicable rate. An employee who is working on contract maintenance, prior to and during the shutdown period, shall not be moved from ii) to i) unless the QCCC is unable to supply a qualified local employee within a reasonable time.

- Employees moved from contract maintenance to the shutdown shall receive double time (2x) for all overtime for the duration of the shutdown period

**7.03** Pipeline overtime – See National.

**7.04 Overtime Meals**

- (a) Definition of scheduled overtime: For this clause, overtime will have been considered scheduled if the employee had been notified by the end of the employee's previous shift, or 12 hours in advance of the employees shift start time if the employee is not working.

- (b) When an employee has been scheduled as in (a) above, and works beyond 10 hours, the employee is to be provided with a paid coffee break at the conclusion of ten (10) hours.

- (c) In the event the employee has been approved to work beyond the scheduled overtime, the employer will provide an overtime meal immediately after the employee works past the scheduled overtime and every four hours thereafter.

- (d) When the employee works eight (8) hours of the shift, and the overtime is canceled after notification, the employee shall receive a meal allowance in the amount of twenty dollars (\$20.00).

- (e) Short Notice / Unscheduled: When an employee is approved to work more than ten (10) hours in a twelve (12) hour period and overtime is not scheduled, the employee will be entitled to an overtime meal as per Article 7.04 immediately after 10 hours and every 4 hours thereafter, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of ten (10) hours, and at each four (4) hour interval thereafter. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the applicable rate of pay.

(f) Travel time shall be considered as time worked for the purposes of this clause.

(g) When such meals are not provided, the employee so affected shall receive a meal allowance in the amount of twenty dollars (\$20.00) in lieu of such meal but will be entitled to have a paid coffee break.

(h) It is agreed that Article 7.04 does not apply to pipeline work or employees staying in permanent and project camp installations

## **ARTICLE IX - EXPENSES, TRAVEL AND STANDBY TIME**

**9.01** Moved to *National*.

### **9.02 Call Out Travel**

When an employee is required to report for work to a job away from the Employer's shop and the job is located in an area where the employee can commute daily between their normal place of residence and the job, they shall be paid for the time spent in commuting. In all such cases, the time spent in travelling shall be measured as follows:

- (a) Where a fixed travel time allowance has been negotiated for the project between the owner or general contractor and the Boilermakers or the United Association, the greater of those shall be paid provided it is known before the NDT bids are submitted.
- (b) In all other cases as follows:
  - (i) from the Employer's shop to which they are assigned on hire provided that with respect to a construction project for the purposes of this clause the shop must have been established one (1) year before the job was contracted, or,
  - (ii) from the municipal office in the municipality in which the employee is domiciled, whichever is the lesser.

Where the Employer does not have a local shop, the travel time shall be paid from the employee's home.

### **9.03 Mobilizing and Demobilizing**

When an employee is required to report for work to a job away from the Employer's shop and the job is located in an area where the employee cannot reasonably commute daily to their normal place of residence, they shall be paid for the time spent in travelling as follows:

- (a) **Move-in and Move-Out** – at the commencement and conclusion of their work on the project, for travelling time from the Employer's shop or agreed point of hire, as the case may be, to a maximum of twelve (12) hours per

day. All travel time shall be considered as time worked and overtime rates shall apply where applicable.

- (b) **Daily Travel** – they shall travel to and from the assigned living accommodation on the Employer's time.

When an employee is moving the employer's vehicle or is being paid mileage allowance to drive their own vehicle to and from a job site the time spent in travel shall be considered as time worked for both the driver and passenger(s).

**9.04** Notwithstanding the express provisions of Article 9.02 and 9.03 a) and b) travel time shall not be counted for the purpose of computing double time.

**9.05** Notwithstanding the express provisions of Article 9.02 and 9.03 a) and b) time spent in travel shall be paid as follows:

- (i) Monday-Friday inclusive – The maximum rate for time spent in travel shall be time and one-half (1.5x).
- (ii) Saturday, Sunday and Holidays – all travel time shall be paid at time and one-half (1.5x).
- (iii) The foregoing shall apply to both driver and passenger(s).
- (iv) Travel time shall count as time worked for the purpose of Article 7.04 and its Appendix.

**9.06** **A standby day** is a day for which work was scheduled but not performed at the direction of the customer. The employee shall be paid five (5) hours' pay at the applicable rate for a standby day or demobilized or re-assigned at the discretion of the employer; provided that where an employee is required to remain at the work site and that requirement is approved in writing by the customer, the day shall be a regular work day and not a standby day even though no work is performed. An employee shall not be entitled to payment under both Article 9.06 and Article XI.

Article 9.06 applies only to pipeline work covered under the Collective Agreement between the Pipeline Contractors' Association and the United Association, if that Agreement provides five (5) hours' standby pay.

**9.07** Employees will be reimbursed for travel expenses to and from the Employer's shop to the job site as directed on the following basis: See *National* 9.01.

No employee shall be discharged for refusing to drive their own vehicle for transportation from the Employer's shop to the job site.

The on-site offices or trailers shall not be considered as the Employer's shop except for jobs where employees are being paid living expenses according to Article 9.08 or 9.09.

**9.08 Room, board and travel** expenses for an employee who cannot reasonably return daily to their normal place of residence shall be paid as follows:

- (a) Where Camp accommodation is provided, no subsistence allowance will be paid to any employee.
- (b) Where no camp accommodation is available, the Employer shall provide room and board as follows (including pipelines):
  - (i) in a customarily acceptable hotel or commercial lodging; or condominiums or supplied room which must be in good repair and meet the reasonable satisfaction of the employee. Employees shall be responsible for damage. Members cannot move in and out unless there is significant or material change to living conditions. Meal allowance must be provided when the condominiums or other supplied accommodations are provided.
  - (ii) a minimum subsistence allowance will be paid for the duration of this agreement.

July 1, 2021                      \$93.00 per night spent in hotel plus  
   \$57.00 per working day for meals.

If the customarily acceptable hotel, commercial lodging, condominium or supplied room is not satisfactory to the union, the employee may elect (ii) instead of (i).

If the customarily acceptable hotel, commercial lodging, condominium or supplied room is satisfactory to the union, the employee may elect (ii) instead of (i), but will not increase the Employer's travel time liability, nor the Employer's actual accommodation cost.

If an employee chooses to stay after the completion of their final night shift they shall be compensated for that stay. Hotel receipt to be provided for the final stay.

**9.09** On pipeline projects not covered by APPENDIX "F", ARTICLE 9.08 shall apply.

Both hotel and meal allowances shall apply under the circumstances of Article 9.08 to non-working weekend days and holidays when the employee is on a continuing job and cannot reasonably return to their normal place of residence for such days.

**9.10** Left Blank.

**9.11** At no time will an employee be required to use their own money to provide their own room and board when working away from their normal place of residence on the direction of their Employer.



## ARTICLE X - CLASSIFICATIONS, WAGES & PREMIUMS

### WAGES

#### 10.01 Classifications

"Certificates" shall mean a CGSB Certificate in any of the following:

Aircraft Structures  
 Magnetic Particle (Tech II – M.P.)  
 Liquid Penetrant (Tech II – L.P.)  
 CWB Certification (Tech II)  
 Other Level I or Level II

<b><u>Wages</u></b>	<b><u>July 1, 2021</u></b>	<b><u>May 1, 2022</u></b>	<b><u>May 1, 2023</u></b>
<b>Level II Technician</b>			
<i>RT2 UT2 or EC2</i>			
- with 3 Certificates	47.82	48.65	49.38
- with less than 3 Certificates	44.93	45.69	46.36
<b>Level I Technician</b>			
<i>RT1 UT1 or EC1</i>			
- with 2 Certificates	38.57	39.19	39.73
- with less than 2 Certificates	36.09	36.65	37.14
<b>Level II Magnetic Particle and Liquid Penetrant (both)</b>	36.09	36.65	37.14
<b>Trainee</b>			
- with 1 Certificate or CEDO	30.19	30.62	30.99
- no Certificates	20.35	20.56	20.73
<b>For QCCC Members only:</b>			
CWB Level III	44.36	45.11	45.77
CWB Level II	36.09	36.65	37.14
CWB Level I	30.19	30.62	30.99
Pension	\$7.00	\$7.25	\$7.50

No member shall have a reduction in rate as a result of the implementation of these rates.

**Unchargeable Time Rate** – eighty percent (80%) of the rate to which the employee would otherwise be entitled except that the unchargeable rate for Trainee with no certificates shall be the regular rate.

Certified Exposure Device Operator – see National

Persons performing probing on Eddy Current work shall be classified as Trainees and are within the scope of this Agreement.

"Crawler Technician" is defined as a person who is operating and performing full maintenance on a crawler.

**10.02** National.

**10.03** Left Blank.

**10.04 Supervisors - Premium for Record Keeping**

On each project where an employee is assigned the responsibility of directing a crew of six (6) employees or more and keeping records of their hours of work they shall be paid a premium of two dollars and seventy five cents (\$2.75) per hour worked. Premium is not to be calculated in overtime rates.

- (a) Supervisors are to be appointed by management.
- (b) No minimum or maximum numbers of technicians are required on a job site to necessitate the appointment.
- (c) "Level II technicians" are responsible for technical performance on a project in the same manner as previously without being appointed as supervisors. The responsibility to interpret film for other technicians on a site does not necessarily mean that a supervisor's rate applies.

**10.05 Isolation Pay – Moved to National**

10.06 Left Blank.

10.07 Left Blank.

**10.08 Working outside of Canada**

For jobs outside of Canada, the Employer shall provide, to the employee, all terms and conditions of employment. The written agreement shall be signed by both the Employer and the employee. A copy of the agreement shall be provided to the employee. A copy of the agreement shall be provided, upon request, to the QCCC Representative. Any breach, of that written agreement, shall be subject to Article 18 – Grievance Procedure and Arbitration.

**10.09 Working in Radiation Area**

On work contracted from an employer whose employees receive the following premiums, employees working in a radiation area and in plastic suits or replacement material of the fully enveloping type with an independent air supply, will receive the following: \$17.00 per day plus any increase negotiated by the other employer. A day for the purpose of this article shall be defined as any period up to twelve (12) hours.

**ARTICLE XI - REPORTING FOR WORK**

**11.01** An employee reporting for work at the scheduled starting time, unless notified the previous day not to report, and for whom no work is available, shall receive four (4) hours' pay at the applicable rate. An employee who is paid four (4) hours' pay or less for each of three (3) consecutive work days may, commencing with the third day, request and be granted a layoff.

- (a) 11.01 does not apply to employer work ready training requirements as per National 10.02.
- (b) does not apply to mobilization/demobilization as per 9.03 (a)

**11.02** An employee reporting for work and commences work and is then sent home by the Employer during their first half shift shall receive not less than four (4) hours' pay for the period spent at work. If an employee is working on a compressed work week they shall not receive less than five (5) hours pay for the period spent at work.

An employee who has completed the first half of their shift and reports for work and commences work on the second half of their shift and is then sent home by the Employer shall receive not less than eight (8) hours' pay for the entire shift. If the employee is working on a compressed work week they shall receive not less than ten (10) hours for the period spent at work. This paragraph shall apply to work performed as part of construction, revamp work, or scheduled maintenance shutdown, turnaround or outage, covered by an onsite building trades agreement where UA or Boilermakers are present as set out in 7.01(b).

**ARTICLE XII - RECOGNIZED HOLIDAYS**

**12.01** (a) The holidays shall be as follows:

New Year's Day	Canada Day	Remembrance Day
Family Day	1 <sup>st</sup> Monday in August	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

(b) Payment for such holidays shall be by way of an addition of four percent (4%) of gross earnings paid on each pay cheque.

**12.03** The employees who work on any of the above-noted holidays shall be paid the overtime pay required by Article 7.01

### **ARTICLE XIII - VACATION PAY**

**13.01** All employees covered by this Agreement shall be entitled to and receive annual vacation pay as follows:

- (a) All employees shall be paid vacation pay at the rate of six percent (6%) of their gross earnings. An employee with more than one (1) year's service with the Employer shall be entitled to a four (4) week vacation annually.
- (b) Accrued vacation pay shall be paid in one lump sum at the commencement of the employee's vacation (or at the written request of the employee, will be paid each pay period for the balance of the current collective agreement), or upon layoff or termination in accordance with 14.02.

**13.02** The vacation time shall be taken at a time or times mutually agreed between the employee and the Employer or upon 3 weeks notice by the employee.

### **ARTICLE XVI - HEALTH, BENEFITS & PENSION**

#### **16.06 Pension**

The Employer shall make the following contributions to the NDT Industry Pension Fund for each hour earned for the duration of this agreement.

July 1, 2021 - \$7.00 per earned hour.

May 1, 2022 - \$7.25 per earned hour.

May 1, 2023 - \$7.50 per earned hour

## **DeNovo**

Each Contractor working under the terms of this Agreement shall submit four (4) cents for each hour worked to the administrator for the trust fund who shall distribute these funds as per the joint DeNovo Trust Agreement to be established by the parties to this agreement. Said funds are to be used for the Benefit of QCCC members and association members and their families.

It is understood that the forgoing four (4) cents is comprised of two (2) cents of employer contribution and two (2) cents of employee contribution. The above has been reflected on the current schedule of rates

## **ARTICLE XVII - GENERAL PROVISIONS**

**17.05** The Employer and the employee will comply with safety conditions of the radioisotope licenses issued by the Canadian Nuclear Safety Commission.

**LETTER OF INTERPRETATION B- MEALS  
(CENTRAL REGION)**

The undersigned parties agree to the following interpretation of Article 9.08(b)(ii) for the Province of Ontario.

The subsistence allowance under the circumstances of Article 9.08(b)(ii) shall be one hundred and fifty dollars (\$150.00) per night spent in a hotel, for the duration of this agreement. The subsistence shall cover the costs of both hotel and three (3) meals in a twenty-four (24) hour period of such work/travel plus an allowance for meals reasonably taken in conjunction with such work/travel outside of the twenty-four (24) hour period in a day in which they do not stay in a hotel. Where the total hours worked and traveled after the end of a twenty-four (24) hour period is at least eight (8) actual hours, the meal allowance shall include all three (3) meals. Such allowance shall be in the following amounts for the duration of this agreement.

Breakfast	\$15.00
Lunch	\$19.00
Dinner	\$23.00

[As an example, an employee who departs on a six (6) hour drive at noon on Day 1, works on Day 2, stays overnight on Days 1 and 2, works two (2) hours on Day 3 and travels six (6) hours on Day 3 to arrive back at 4:30 p.m. shall receive:]

**July 1, 2021**

Day one	One hundred fifty (\$150.00)
Day two	One hundred fifty (\$150.00)
Day three	Nineteen dollars (\$19.00) for lunch

## **APPENDIX "D" -- PRAIRIE REGION**

The following conditions shall apply to all construction, non-construction and maintenance work performed in the provinces of Manitoba, Saskatchewan, Alberta, the Northwest Territories and Nunavut.

### **PARTIES**

In respect to the Prairie Region, the QCCC is signatory to the attached Agreement on behalf of Boilermakers' Lodges 146 and 555, and United Association Locals 179, 254, 488 and 496 which are jointly deemed to be the union party.

### **ARTICLE II - SCOPE**

**2.01 Scope - See National.**

**2.01 d) It is understood and agreed that for those contractors signatory to this agreement at April 30, 2006 Article 2:00 Section 2.01 a) scope shall include the words "But does not include Visual Inspection, Destructive Testing, Stress Relieving, or Material Characterization unless it becomes part of the scope of the agreement through voluntary recognition or certification of that company".**

### **ARTICLE III - UNION SECURITY**

**3.02 New Employees – See National**

### **ARTICLE IV**

**4.04 (b)** There shall be no subcontracting, contracting out or subletting, either directly or indirectly, of any work which comes under the scope and operation of this Collective Agreement save and except where the employer to whom the work is let is an employer who is bound to, and complies with, the terms and conditions of this Agreement. In the event that such a subcontractor shall fail to abide by the terms and conditions of this Agreement then the employer who has let such work shall cause each and every subcontractor to abide by this Agreement.

### **ARTICLE VI - WORK DAY AND WORK WEEK**

**6.01** The normal work week shall be forty (40) hours; however, this shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**6.02** Overtime rates shall apply for all work performed beyond eight (8) hours in any normal shift.

### **6.03 Moved to National**

### **6.04 Work Schedules for Long Term Maintenance Rotational Shifts**

- (a) On long term maintenance projects where the Contractor has a minimum 1 year contract, rotational work schedules that provide for a minimum of four (4) or more consecutive days off with each rotation will be allowed, provided the blended rate of pay below 1.25x (wage and pension).
  - (i) Travel will be paid as per Article 9. FIFO rotational travel flights will be covered by the employer to the AOS region and time for rotational flights will be unpaid.
  - (ii) Recognized holidays, any hours worked beyond 12 hours in a shift will be paid (wage and pension) at (2x) double times the regular rate of pay. Shift premium and start times will be as per article 6.03.
  - (iii) Hours worked at the designated LTM position on scheduled days off will be at 1.5x (wage and pension) for the first 10 hours, double time (2x) thereafter. If the employee chooses to work for a different client, contractor, or a different site on their days off they will revert to the collective agreement. If the employees are not given the choice and scheduled for work on days off, then the overtime rates will apply.

This article applies to permanent and embedded positions and does not apply to new construction, callout, shutdowns, turnaround, short term substitutions, maintenance outages, and new project work within a defined scope. Any scope variations and shift configurations must be mutually agreed to by the NDTMA and the QCCC in advance in writing. Long Term Maintenance employees will be given the first option to transition onto any of the above listed scope work at their respective site.



## ARTICLE VII - OVERTIME

**7.01** Overtime work performed shall be paid as set out in the conditions below:

- (a) On pipeline work constructed by a contractor bound to the Collective Agreement between the United Association and the Pipeline Contractors' Association, the overtime conditions of Appendix F shall apply.
- (b) On all other pipeline work, the overtime rate prevailing on the job shall apply, but in no case shall it be less than the legislation governing the project.
- (c) When on a field site where members of the Boilermaker and/or United Association are employed, overtime will be paid at time and one half (1.5x) shall be paid for the first two (2) hours of overtime Monday to Friday. All other overtime hours shall be paid as per the agreement 7.01 (d), unless UA and/or Boilermaker trade workers are on site and the prevailing rate on that site for the UA and/or Boilermaker members is double time rates on full wage, then so shall the members of the Quality Control Council of Canada.
- (d) On all other sites overtime rates will be in accordance with the following:

**Monday through Friday** - Time and one-half (1.5x) shall be paid for the first two (2) hours with double (2x) time thereafter before the addition of shift differential where applicable.

**Saturday** – Time and one-half (1.5x) shall be paid for the first eight (8) hours with double (2x) time thereafter before the addition of shift differential where applicable.

**Sunday** – Double (2x) time shall be paid for all hours worked before the addition of shift differential where applicable.

**Recognized Holidays** – Double (2x) time shall be paid for all hours worked.

### **7.02 Overtime for Compressed Work Week**

When a compressed work week is scheduled, all hours in excess of ten (10) hours per day shall be paid at double (2x) time. Fridays or Mondays, depending on the schedule of the compressed work week, shall be paid at the rate of time and one half (1.5x) for the first ten (10) hours with double time (2x) thereafter. Saturday, Sunday and Holidays shall be double time (2x).

Where a holiday occurs during the normal work week the maximum of thirty (30) hours per week shall form the basis of the maximum straight time rate. A minimum of forty (40) hours is required to implement the compressed work week schedule.

**7.03** Pipeline overtime – See National.

## **7.04 Overtime Meals**

(a) Definition of scheduled overtime: For this clause, overtime will have been considered scheduled if the employee had been notified by the end of the employee's previous shift, or 12 hours in advance of the employees shift start time if the employee is not working.

(b) When an employee has been scheduled as in (a) above, and works beyond 10 hours, the employee is to be provided with a paid coffee break at the conclusion of ten (10) hours.

(c) In the event the employee has been approved to work beyond the scheduled overtime, the employer will provide an overtime meal immediately after the employee works past the scheduled overtime and every four hours thereafter.

(d) When the employee works eight (8) hours of the shift, and the overtime is canceled after notification, the employee shall receive a meal allowance in the amount of twenty five dollars (\$25.00).

(e) Short Notice / Unscheduled: When an employee is approved to work more than ten (10) hours in a twelve (12) hour period and overtime is not scheduled, the employee will be entitled to an overtime meal as per Article 7.04 immediately after 10 hours and every 4 hours thereafter, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of ten (10) hours, and at each four (4) hour interval thereafter. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the applicable rate of pay.

(f) Travel time shall be considered as time worked for the purposes of this clause.

(g) When such meals are not provided, the employee so affected shall receive a meal allowance in the amount of twenty five dollars (\$25.00) in lieu of such meal but will be entitled to have a paid coffee break.

(h) It is agreed that Article 7.04 does not apply to pipeline work or employees staying in permanent and project camp installations

## **ARTICLE IX - EXPENSES, TRAVEL AND STANDBY TIME**

**9.01** Moved to *National*.

### **9.02 Call out Travel/Unassigned**

Call out applies to work for which the employee returns to the employer's shop on a daily basis and excludes "Daily Commute" travel to a fixed location as defined in section 9.04.

Such travel time shall be considered time worked. Travel time is counted for the purposes of shift premium and the calculation of overtime and overtime meals.

### **9.03 Mobilizing and Demobilizing**

Initial move in and terminal move out travel is from the employer's shop to the destination and return where the employee does not return to the employer's shop on a daily basis.

(a) When traveling in the employer's vehicle the maximum overtime paid will be time and one half (1.5x) for both the driver and the passenger(s). Travel time is counted for the purpose of the calculation of overtime meals.

When traveling within the Prairies Region by public transportation or in the employee's vehicle all travel will be paid at straight time.

When travelling to the Prairies Region from any other Region the employer will supply public transportation and up to 6 hours straight time pay.

(b) The transportation vehicle and all drivers will be licensed in accordance with the governing regulations.

(c) Expenses shall be paid from the employer's shop to the destination and return.

(d) On the day following termination, a terminated employee's departure shall be by 10.00 a.m. All time spent in waiting past this time shall be compensated at the employee's applicable rate of pay to a maximum of eight (8) hours for each day spent in waiting.

### **9.04 Daily Commute**

Daily commute travel applies to daily travel to and from a construction, shutdown, project, or maintenance contract site that is at one site for 4 days or more.

Where the employee is not commuting from their normal place of residence, the travel distance is measured between the worksite and their assigned point of accommodation.

Where the employee commutes from their normal place of residence, the travel distance is measured between the worksite and the nearest of their residence or the shop whichever is the lesser.

For the purposes of calculating daily travel on these projects, there will be a travel free zone of twenty-five (25) road kilometres from the work site. Travel will be paid outside the travel free zone to and from the assigned accommodation at the applicable rate, calculated at 80 km per hour. The maximum overtime payable for such travel time shall be 1.5X straight time rates and such travel shall not be used to compute double (2x) time calculations.

When the transportation provided by the employer, for the conveyance of the employee, is delayed by extenuating circumstances beyond the control of the employee, the employee shall be paid for all such time at the applicable rate. This does not apply to slow moving traffic, construction delays, or traffic congestions. This does apply if the road is closed to vehicle traffic for at least 15 minutes for any reason including accident investigation, construction, or to allow passage of a convoy or large equipment.

#### **9.05 Transportation**

The employer shall determine the mode of travel except that the employee shall have the right to refuse to use their own vehicle.

Where the employee and employer mutually agree the employee may choose not to use company assigned transportation. The employer shall pay the equivalent in travel time and expenses but no additional amount for personal mileage except where agreed in writing.

**9.06** A standby day is a day for which work was scheduled but not performed at the direction of the customer. The employee shall be paid five (5) hours' pay at the applicable rate for a standby day where approved in writing by the customer; or as directed by the employer; provided that where an employee is required to remain available for work or at the work site and that requirement is approved in writing by the customer, the day shall be a regular work day and not a standby day even though no work is performed.

(b) If an employee has four or more consecutive scheduled days off then they shall be demobilized back to the point of hire or paid standby starting on the fourth day.

**9.07** Left blank

**9.08** Room and board expenses for an employee who cannot reasonably return daily to their normal place of residence shall be paid as follows:

- (a) Where camp accommodation is provided, no subsistence allowance will be paid to any employee; Meal allowances (per meal) will be provided if schedule is increased or extended by a minimum of one (1) hour and creates a situation where employees are unable to have breakfast or dinner while staying in camp.
- (b) Where no camp accommodation is available, the Employer shall provide room and board as follows:
  - (i) in a customarily acceptable hotel or commercial lodging, or condominiums or supplied room which must be in good repair and meet the reasonable satisfaction of the employee. Employees shall be responsible for damage. Members cannot move in and out unless there is significant or material change to living conditions. Meal allowance must be provided when the condominiums or other supplied accommodations are provided.

(ii) a minimum subsistence allowance will be paid as follows:

<b>Effective</b>	<b>Per Diem</b>	<b>Meal Portion</b>
Oct 31, 2021	\$140.00	\$57.00

The employee may elect (ii) instead of (i) provided they make communication arrangements satisfactory to the Employer and provided that does not increase the Employer's travel time liability.

**9.09** On pipeline projects which are not covered by APPENDIX “F”, Article 9.08 shall apply.

**9.10** On pipeline projects, the time of the shift shall start when the employees leave the warehouse for the job site and shall end upon their return to the warehouse from the job site, however, the lunch period shall be excluded.

**9.11** At no time will an employee be required to use their own money to provide their own room and board when working away from their normal place of residence on the direction of the Employer.

**9.12** Left blank.

**9.13** Deleted

**ARTICLE X - CLASSIFICATIONS, WAGES & PREMIUMS**

**WAGES**

**10.01 Classifications**

"Certificates" shall mean a CGSB Certificate in any of the following:

- Aircraft Structures
- Magnetic Particle (Tech. II - M.P.)
- Liquid Penetrant (Tech. II - L.P.)
- CWB Certification (Tech. II)
- Other Level I or Level II

<u><b>Wages</b></u>	<u><b>31-Oct-21</b></u>	<u><b>01-May-22</b></u>	<u><b>01-May-23</b></u>
<b>Level II Technician</b>			
<i>RT2 UT2 or EC2</i>			
- plus 2 Certificates	\$ 45.88	\$ 46.55	\$ 47.36
- with less than 2 Certificates	\$ 43.20	\$ 43.81	\$ 44.55
 <b>Level I Technician</b>			
<i>RT1 UT1 or EC1</i>			
- plus 1 Certificates	\$ 37.32	\$ 37.82	\$ 38.42
- with less than 1 Certificates	\$ 35.01	\$ 35.46	\$ 36.01
 <b>CEDO Operator</b>	\$ 29.54	\$ 29.88	\$ 30.31
 <b>Trainee</b>	\$ 20.40	\$ 20.56	\$ 20.78
 <b>Pension</b>	\$ 5.50	\$ 5.75	\$ 6.00

**Unchargeable Time** – eighty percent (80%) of the rate to which the employee would otherwise be entitled.

Within each classification (i.e. Level II, Level I, Trainee) when the Employer is laying off from a project, they will not lay off employees for the reason that they are overqualified.

**MPI** and/or **LPI Level II** to be paid the equivalent of Level I with no certificates.

**Crawler Technicians** to be paid equivalent of Level I with no certificates or their classification, whichever is higher.

**Scanner Operators** on mechanized ultrasonic crews are to be paid equivalent to a Qualified Operator rate. *Applies to New Pipeline Construction only.*

"**Crawler Technician**" is defined as a person who is operating and performing full maintenance on a crawler.

**10.02** National.

**10.03** Left Blank.

**10.04 Supervisors - Premium for Record Keeping – Not to be Calculated in Overtime Rates**

On each project where an employee is assigned the responsibility of directing a crew of six (6) employees or more and keeping records of their hours of work they shall be paid a premium of three dollars (\$3.00) per hour over their regular rate.

Where an employee in a shop has been designated responsibility for making work assignments to other employees they shall be paid a premium of three dollars (\$3.00) per hour over their regular rate.

On a project where an employee is assigned the responsibility for directing a crew and keeping records for same, they shall be paid a premium of three dollars (\$3.00) per hour worked. This shall not be construed to mean a single technician working with a trainee(s).

The foregoing is subject to the following:

- (a) Supervisors are to be appointed by management;
- (b) No minimum or maximum number of technicians are required on a job site to necessitate the appointment;
- (c) "Level II technicians" are responsible for technical performance on a project. The responsibility to interpret film for other technicians on a site does not necessarily mean that a supervisor's rate applies.

**10.06** Not applicable in this Region.

**10.07 Certified Exposure Device Operator- see National 10.01**

## **ARTICLE XI - REPORTING FOR WORK**

**11.01** An employee reporting for work at the scheduled starting time, unless notified the previous day not to report, and for whom no work is available, shall receive four (4) hours' pay at the applicable rate. An employee who is paid only a half shift for each of three (3) scheduled days may, commencing with the third day, request and be granted "a layoff". This does not apply to employer work ready training requirements as per National 10.02.

In the case of a compressed work week as per 6.04 an employee reporting for work at the scheduled starting time, unless notified the previous day not to report, and for whom no work is available, shall receive (5) hours pay at the applicable rate.

**11.02** An employee who reports for work and commences work and then is sent home by the Employer during their first half shift shall receive not less than four (4) hours' pay, (5) five hours pay in the case of a compressed work week as per 6.04 for the period spent at work. Records of employment will be issued in accordance with the applicable legislation

An employee who has completed the first half of their shift and reports for work and commences work on the second half of their shift and is then sent home by the Employer shall receive not less than eight (8) hours' pay, (10) ten hours pay in the case of a compressed work week as per 6.04 for the entire shift.

**11.03** (c) An employee who is recalled to work on the same calendar day will receive overtime after eight and a half hours, including a half hour lunch break, from the start of the initial shift.

**11.04** The shift commences once radiography crews report for work at the vault/shop, begin radiation safety procedures, to a maximum of 30 minutes, then begin transporting a radioactive source. Travel is paid when transporting a radioactive source.

## **ARTICLE XII - RECOGNIZED HOLIDAYS**

**12.01** (a) The holidays shall be as follows:

New Year's Day	Labour Day	1 Floater in Manitoba,
Good Friday	Thanksgiving Day	Saskatchewan & Northwest
Victoria Day	Remembrance Day	Territories, Nunavut and
Canada Day	Christmas Day	Family Day in Alberta
1 <sup>st</sup> Monday in August	Boxing Day	

(b) Payment for such holidays shall be by way of an addition of four percent (4%) of gross earnings paid on each pay cheque.



- (c) If an additional holiday with pay is declared by the federal or provincial government, the floater shall be observed on that day.

**12.03** The Employees who work on any of the above-noted holidays shall be paid the overtime pay required by Article 7.01

**ARTICLE XIII - VACATION PAY**

**13.01** All employees covered by this Agreement shall be entitled to and receive annual vacation pay as follows:

- (a) All employees shall be paid vacation pay at the rate of six percent (6%) of their gross earnings. An employee with more than one (1) year's service with the Employer shall be entitled to a three (3) week vacation annually.
- (b) Accrued vacation pay shall be paid prior to the commencement of the employee's vacation (or, at the written request of the employee, will be paid each pay period), or upon layoff or termination, in accordance with Article 14.02.

**13.02** The vacation time shall be taken at a time or times mutually agreed between the employee and the Employer.

**ARTICLE XVI - HEALTH, BENEFITS & PENSION**

**16.06 Pension**

The employer shall make the following contributions to the NDT Industry Pension Fund for each hour earned.

Oct 31 <sup>st</sup> , 2021	\$5.50
May 1 <sup>st</sup> , 2022	\$5.75
May 1 <sup>st</sup> , 2023	\$6.00

## LETTER OF INTERPRETATION C – PRAIRIE REGION – MEALS

The undersigned parties agree to the following interpretation of Article 9.08(b)(ii) for the Prairie Region.

The subsistence allowance under the circumstances of Article 9.08(b)(ii) shall be one hundred and forty dollars (\$140.00) per night spent in a hotel to cover the costs of both hotel and three (3) meals in a twenty-four (24) hour period of such work/travel plus an allowance for meals reasonably taken in conjunction with such work/travel outside of the twenty-four (24) hour period in a day in which they do not stay in a hotel. Where the total hours worked and traveled after the end of a twenty-four (24) hour period is at least eight (8) actual hours, the meal allowance shall include all three (3) meals. Such allowance shall be in the following amounts:

Breakfast	\$15.00
Lunch	\$19.00
Dinner	\$23.00

[As an example, an employee who departs on a six (6) hour drive at noon on Day 1, works on Day 2, stays overnight on Days 1 and 2, works two (2) hours on Day 3 and travels six (6) hours on Day 3 to arrive back at 4:30 p.m. shall receive:]

Day 1:	\$140.00
Day 2:	\$140.00
Day 3:	\$19.00 for lunch

## **APPENDIX "E" -- PACIFIC REGION**

The following conditions shall apply to work performed in the Province of British Columbia and the Yukon Territory.

### **ARTICLE II - SCOPE**

#### **2.01 Scope**

This Agreement shall apply in respect of all nondestructive testing work and field heat-treating work performed by the Employer or by any person, firm or corporation owned or financially controlled by the Employer in Canada. Nondestructive testing includes ultrasonic, radiography, magnetic particle, dye penetrant, eddy current and visual inspectors. Field heat-treating work includes all activities necessary in the performance of electric resistance field heat-treating services and shall only be performed by employees covered by this Agreement.

"Visual Inspection" as used in this Agreement shall not be limited to the techniques described in the body of this Agreement but will include and not be limited to the following:

Inspection of all metal fabrications, piping and coating applied thereto. Inspection of all plastics and fibreglass fabrication and piping are included.

### **ARTICLE III - UNION SECURITY**

#### **3.02 New Employees – See National**

### **ARTICLE VI - WORK DAY & WORK WEEK**

**6.01** The normal work week shall be forty (40) hours; however, this shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. For the purposes of this agreement, the work week shall commence at midnight on Sunday and shall end at midnight Friday.

**(a)** An employee may not adjust the designated shift break structure without the clarification and documentation on time sheets. Employees must have site supervision and the customers pre-approval if working through lunch breaks and leaving early as a result. All modifications to matching shift time to swipe times must be documented and approved

**6.02** Overtime rates shall apply for all work performed beyond eight (8) hours in any normal shift.

**6.03** 6.03 (a) through (e) Moved to National

- (f) On work performed on a project site of at least five (5) consecutive regular working days if the employee's shift is changed, from one shift to another shift, with less than twenty-four (24) hours' notice they shall be paid at the applicable overtime rate for the first shift worked on the new schedule.

Members on LOA shall receive daily mileage from the normally assigned location as if they had taken assigned accommodation.

- (g) When working shutdowns on scheduled overtime shifts the following hours shall be paid (including overtime payment):

		<b>S.T</b>	<b>O.T.</b>
9 hour shifts:	Days	8	1.25
	Nights	6	3
10 hour shifts:	Days	8	2.5
	Nights	6	4
12 hour shifts:	Days	8	4
	Nights	6	6

Up to one (1) hour of daily travel time and the overtime meal break are included in the hours of pay on a scheduled twelve (12) hour shift (12 hours on site).

When the above shifts are in effect, this provision supersedes items (a) to (e) inclusive.

**ARTICLE VII – OVERTIME**

**7.01 OVERTIME WORK PERFORMED SHALL BE PAID AT DOUBLE (2X) TIME RATES.**

For the purpose of this Agreement the work week shall commence at midnight on Sunday and shall end at midnight on Friday.

**7.03 Pipeline overtime – See National.**

**7.04** When an employee works more than ten (10) hours, a free meal (hot when possible) and beverage will be provided by the employer immediately after the conclusion of ten (10) hours and at the conclusion of sixteen (16) hours. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the applicable rate of pay. On projects less than 3 shifts, when such meals are not provided the employee affected shall receive twenty dollars (\$20.00) in lieu of the foregoing. For projects of 3 or more continuous shifts OT meal allowance will be thirty dollars (\$30.00).

On scheduled twelve (12) hour shifts all employees shall be supplied a catered hot meal, where possible, on the job at the conclusion of eight (8) hours and allowed one-half (½) hour in which to eat said meal.

It has been agreed that Article 7.04 does not apply to pipeline work or to work where an employee has been told prior to their dispatch to a job that the hours of work will exceed ten (10) hours per day and the employee and the Employer have agreed to an allowance in lieu of expense and meal allowance claims.

It is understood that when subsistence allowance is paid, it must include the cost of three (3) square meals each normal working day. When an employee is assigned to a job where more than ten (10) hours is scheduled, then the subsistence allowance shall be calculated to include the cost of the extra meals as provided in Article 7.04.

## **ARTICLE IX - EXPENSES, TRAVEL AND STANDBY TIME**

**9.01** Moved to *National*.

### **9.02 Call Out Travel**

When an employee is required to report for work to a job away from the Employer's shop and the job is located in an area where the employee can commute daily between their normal place of residence and the job, they shall be paid their applicable rate of pay for time spent in commuting as follows:

- (a) from the Employer's shop provided that with respect to a construction project for the purposes of this clause the shop must have been established one (1) year before the job was contracted or
- (b) from the municipal office in the municipality in which the employee is domiciled, whichever is the lesser.

#### **Industrial Fabrication Shops outside the Free Zone:**

"Industrial Fabrication Shop" shall mean a contract shop, not an "on-site" shop in a customer's facility set up for "on-site" fabrication.

Where an employee is not required to report to the Employer's shop the shift shall start and finish at the customer's premises providing the employee is using the employer's vehicle.

In addition, the employee shall receive mileage (See National rate) per kilometer from the Free Zone to the customer's premises.

Travel within the Free Zone shall be on the employee's own time providing they are using the Employer's vehicle.

**City of Vancouver Free Zone:** (For projects identified by the QCCC and the NDTMA, work of 5 or more consecutive days)

Northern Boundary: Burrard Inlet

**Western Boundary:** Strait of Georgia

**Southern Boundary:** North Arm Fraser River to include Annacis Island and Sea Island.

**Eastern Boundary:** Port Mann Bridge, North on Lougheed Highway to Barnet Highway, West to Mountain Blvd. (From this point on a direct line to end of Burrard Inlet)

Where the Employer does not have a local shop the travel time shall be paid from the employee's home.

### **9.03 Mobilizing and Demobilizing**

Employees will be reimbursed for travel expenses to and from the Employer's shop to the job site as directed on the following basis:

Public Transportation: reasonable actual cost substantiated by receipt:

It shall not be a condition of employment that an employee must use their own vehicle for company use.

#### **Shutdown work - (defined as 4 days or more)**

##### Definition - Local Resident

- (a) A local resident is defined as a Union member who resides within eighty (80) road kilometres from the project or employer's shop, at the time of hire. An employee's residence is the place where they have maintained for a period of at least 90 days, a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which they reside and for which they can show proof acceptable to the Employer.
- (b) Local residents, as defined in Article 9.03 (a), shall not be entitled to initial or terminal transportation as set out in Article 9.04 (c) nor shall they be entitled to a Periodic Leave / Turnaround as set out in Article 9.13. Local residents shall receive a Daily Travel Allowance
- (c) Local residents living beyond a twenty-five (25) road kilometre free zone around the job site of the project shall receive Employer supplied transportation from an Employer supplied accommodation, and be paid sixty cents (60¢) per road kilometre from the edge of the twenty-five (25) road

kilometre free zone around the job site to their place of residence as a daily travel allowance for each day worked or reported for work. When driving their own vehicle, daily travel will be paid both ways. When driving a company vehicle travel will be paid one way. Where weather or road conditions do not allow the employee to travel to their residence, the Employer shall provide Room and Board in lieu of daily travel.

No employee shall be discharged for refusing to drive their own vehicle for transportation from the Employer's shop to the job site.

The on-site offices or trailers shall not be considered as the Employer's shop except for jobs where employees are being paid living expenses according to Article 9.08 or 9.09.

#### **9.04 Job Site / Shutdown / Project Travel**

When an employee is sent by an employer to a job site or is dispatched from the hiring board to a job site, they shall be paid travel time from the employer's shop and travel expenses from the employee's home area. This shall not include travel expenses to the employer's shop in the employee's home area.

When an employee is required to report for work to a job away from the Employer's shop and the job is located in an area where the employee cannot reasonably commute daily to their normal place of residence, they shall be paid their regular rate of pay for the time spent in travelling as follows:

##### **(a) Move-in and Move-Out**

Other than local residents, All employees shall be entitled to travel time as set out in section (c), for areas not listed in section (c) an employee shall be paid the actual time spent in travelling, at the commencement of their work on the project, for travelling time from the Employer's shop or agreed point of hire, as the case may be, to a maximum of eight (8) hours per day. When an employee is not required to travel back to the Employer's shop or agreed point of hire upon the conclusion of their work on the project, they shall be entitled to their out-of-town subsistence for that day.

##### **(b) Daily Travel**

On subsistence projects, the Employer shall provide daily transportation from the Employer supplied accommodation to the project and return for each day worked or reported for work by the employee, and pay sixty cents (60¢) per road kilometre from the edge of the 25 road kilometre free zone around the job site one way as a daily travel allowance. Where no employee requires Employer supplied transportation, the employees' daily travel will be paid both ways.

Where transportation is provided by the Employer and is delayed by mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the following shall apply. If the employee is delayed in arriving at the job site, their hours of work and pay shall nonetheless be considered to start at the normal time. If the employee is delayed in departing from the job site or arriving to their normal pickup point due to mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the actual time of such delay shall be added to the employee's earnings calculated at the straight time rate. A driver who is transporting other employees to and from a project job site and has been assigned a vehicle responsibility by the employer, will be paid a minimum of ten dollars (\$10.00) a day or \$0.30 KM both ways from the assigned accommodation to the project worksite. This applies to one (1) person per vehicle per day.

**(c) Initial/Terminal Travel**

On those projects where subsistence applies, the employee shall choose initial and terminal transportation of:

- (i) A regularly scheduled full fare economy airplane ticket, Employer supplied, from Vancouver to the nearest airport relative to the project, where original boarding pass is provided to the Employee; plus ground transportation from the airport to the Employer supplied accommodation and return where the Employer does not supply such transportation.

Airfare will be reimbursed at 100% of the costs that are posted by the employer seven (7) days in advance of the travel date, at which time the employee will confirm their choice of travel. If these are not posted, reimbursement will be at 100% of the costs of a regular scheduled economy class ticket.

Notwithstanding the above, for projects in the Lower Mainland, initial and terminal transportation shall be based on sixty cents (60¢) per road kilometre from the edge of the free zone to the project, and return.

All employees shall be paid Travel Time as per Travel Table for move in only.

For projects lasting ten (10) or fewer shifts, move-out travel will also be paid for the hours as shown on this table (return travel).

Travel Time to:

Castlegar	4.0 hrs	Fort St. John	4.5 hrs
Crofton	5.0 hrs	Kitimat	4.0 hrs
Elk Falls	3.5 hrs	Skookumchuck	5.0 hrs



Travel Time to:

Fort Nelson	7.5 hrs	Port Alberni	6.0 hrs
Gold River	7.5 hrs	Port Alice	5.0 hrs
Harmac	4.0 hrs	Port Mellon	4.0 hrs
Hudson Hope	7.5 hrs	Powell River	3.0 hrs
Kamloops	4.0 hrs	Prince George	4.0 hrs
Quesnel	4.0 hrs	Prince Rupert	4.5 hrs

- (d) All travel time shall be paid at straight time rates unless an employee is directed to travel to another work site on the same day. When the Employer's vehicle is the means of travel under Article 9.03, up to two (2) employees may travel in the vehicle and both shall be considered as working. Otherwise all other employees shall travel on an individual basis as provided for in the appropriate section of the Collective Agreement.

Travel time on weekends or Statutory Holidays shall be at straight time rates.

**9.08** Room, board and travel expenses for an employee who cannot reasonably return daily to their normal place of residence shall be paid as follows. Room shall mean a single room per person, where possible.

- (a) Where camp accommodation is provided, no subsistence allowance will be paid to any employee.
- (b) Where no camp accommodation is available, the Employer shall provide the employee with the following options:
- (i) LOA of \$155.00 per day will be paid for the duration of the agreement.
- (ii) A supplied room plus a meal allowance.

Where rooms are supplied by the Employer a daily meal allowance will be \$69.00

Note: It is the intention that for a four (4) day project, meal allowances would be paid for a full five (5) days.

- (iii) or condominiums or supplied room which must be in good repair and meet the reasonable satisfaction of the employee. Employees shall be responsible for damage. Members cannot move in and out unless there is significant or material change to living conditions. Meal allowance must be provided when the condominiums or other supplied accommodations are provided.
- (c) If an employee elects subsistence, they will advise the employer seven (7) days in advance of their shift start or at the time of dispatch, whichever is

less. Employees on L.O.A. will get daily mileage for travel from the normally assigned location as if they had taken assigned accommodation. The employee may elect (i) instead of (ii) provided they make communication arrangements satisfactory to the Employer and provided that does not increase the Employer's travel time liability.

- 9.09** Subsistence allowance on pipeline projects covered by the Collective Agreement between the Pipeline Contractors' Association and the United Association will be paid in accordance with that Agreement.
- 9.11** At no time will an employee be required to use their own money to provide their own room and board when working away from their normal place of residence on the direction of their Employer.
- 9.13** Periodic Leave--on out-of-town projects of over fifty (50) calendar days duration will be provided by the Employer every forty (40) calendar days. When the entitlement to such leave is earned and desired, the Employer shall provide the standard transportation and expenses to the point of departure and back to the job.

The extent of the leave shall be for a minimum of five (5) days to a maximum of one (1) week, or a number of days mutually agreed between the employee and the Employer's representative. The timing of the leave shall also be decided by mutual agreement. In no event will an employee receive leave unless they actually returns to their place of departure. Living-out-allowance shall not be paid during leave periods.

**ARTICLE X - CLASSIFICATIONS, WAGES, AND PREMIUMS**

**WAGES**

**10.01 Classifications**

"Certificates" shall mean a CGSB Certificate in any of the following:

Aircraft Structures

Other (Tech I) RT 1,UT 1,ET 1.

Magnetic Particle (Tech II – M.P.)

Liquid Penetrant (Tech II – L.P.)

Eddy Current (Tech II – E.C.)

CWB Certification (Tech II)

Certified Exposure Device Operator Certificate (for Trainees only)

<u>Wages</u>	<b>Hourly Rates Effective</b>		
	<u>05-Jul-21</u>	<u>01-May-22</u>	<u>01-May-23</u>
<b><u>Technician Level I or Level II</u></b>			
<b>Technician Level II - Radiography or Ultrasonics or Eddy Current</b>			
- plus 2 Certificates	49.48	50.34	51.11
- with less than 2 Certificates	45.61	46.39	47.07
- Unchargeable time	39.58	40.27	40.89
<b>Technician Level I</b>			
<i>Radiography Level I or, Ultrasonics Level I or, M.P. L.P. Level II</i>			
- plus 1 Certificate	41.60	42.28	42.88
- with less than 1 Certificate	37.92	38.53	39.05
- Unchargeable time	33.28	33.82	34.30
<b>Trainee</b>			
- with 1 Certificate	31.71	32.18	32.57
- Unchargeable time	25.37	25.74	26.06
- other trainee	22.76	23.02	23.23
- Unchargeable time	18.21	18.42	18.58
Pension	6.50	6.75	7.00

Trainees without certificates, who have completed 2080 hours under this agreement, will be paid a rate equal to the trainee with 1 certificate at the unchargeable rate.

### Visual Inspectors notwithstanding NDT Certifications

	<u>05-Jul-21</u>	<u>01-May-22</u>	<u>01-May-23</u>
1. CWB certified Level III	45.61	46.39	47.07
Unchargeable	36.49	37.11	37.66
2. CWB certified Level II	41.60	42.28	42.88
Unchargeable	33.28	33.82	34.30
3. CWB certified Level I	37.96	38.57	39.09
Unchargeable	30.37	30.86	31.27
Pension	6.50	6.75	7.00

All work performed on pipeline work up to sixteen inch (16") diameter and related metering stations and secondary pumping stations, will be paid at the following rates:

### Pipeline Work (up to 16" Ø)

	<u>05-Jul-21</u>	<u>01-May-22</u>	<u>01-May-23</u>
<b>Technician Level II</b>			
- plus 1 Certificates	50.14	51.02	51.79
- with less than 1 Certificates	46.27	47.06	47.76
- Unchargeable time	40.11	40.82	41.43
<b>Technician Level I</b>			
- plus 1 Certificates	42.26	42.96	43.58
- with less than 1 Certificates	38.58	39.25	39.74
- Unchargeable time	33.81	34.37	34.86
<b>Trainees</b>			
- CEDO	27.54	27.91	28.22
Pension	6.50	6.75	7.00

All unchargeable time will be at 80% of the top rate for each category.

For pipeline work as defined in Appendix F performed within the Pacific region the rates shall be as in Appendix F except for the Trainee who shall be paid one dollar (\$1.00) more than the Appendix F rate.

"Crawler Technician" is defined as a person who is operating and performing full maintenance on a crawler.

#### **10.02 Stress Relief Crew:**

- (a) It is understood that some small and/or short duration projects may only require a single technician per shift. Such projects must have a minimum of one (1) Journeyman per project.
- (b) Larger projects requiring more than one technician per shift shall have a minimum of one (1) Stress Relief Journeyman for each shift.

#### **10.03 NDT Supervisor/Dispatcher**

- (a) Where an employee in a shop has been designated responsible for making work assignments to other employees they shall be paid a premium of nine percent (9%) over their regular rate.

#### **10.04 Supervisors**

- (a) On a project where an employee is assigned the responsibility for directing a crew and keeping records for same, they shall be paid a premium of nine percent (9%) over their regular rate. This shall not be construed to mean a single Technician working with a Trainee(s).

The foregoing is subject to the following:

- (i) Supervisors are to be appointed by management.
  - (ii) No minimum or maximum number of technicians are required on a job site to necessitate the appointment.
  - (iii) "Level II technicians" are responsible for technical performance on a project in the same manner as previously without being appointed as supervisors. The responsibility to interpret film for other technicians on a site does not necessarily mean that a supervisor's rate applies.
- (b) General Superintendent

If a General Superintendent is appointed for an individual project, by management, to supervise other supervisors appointed as per Article 10.04(a) that individual will receive a premium of thirteen percent (13%) for day shift only and eleven percent (11%) for night shift, over their regular rate for the time spent on that project.

#### **10.05 Isolation Pay – see national.**

#### **10.06 Safety Watch – See National**

## **10.07 Certified Exposure Device Operator**

See *National*.

## **10.08 Out of Country work assignments**

"For jobs outside of Canada, the Employer shall provide, to the employee, all terms and conditions of employment. The written agreement shall be signed by both the Employer and the employee. A copy of the agreement shall be provided to the employee. A copy of the agreement shall be provided, upon request, to the QCCC Representative. Any breach, of that written agreement, shall be subject to Article 18 – Grievance Procedure and Arbitration."

## **10.09**

Owner based site specific training and/or orientation, including online based training done on or off site, is to be paid at the applicable chargeable rate

## **ARTICLE XI - REPORTING FOR WORK**

**11.01** When an employee is sent to a job which is in an area where LOA or living accommodations apply, and the project is not ready to proceed, they shall be paid their regular rate of wages for any time up to eight (8) hours in each twenty-four (24) hour period spent by them waiting to commence work. The Employer may send such employee back to the place from which they were sent. If the Employer returns the employee to the place from which they were sent, the Employer shall pay the employee's transportation costs and shall pay the employee at their regular rate of wages for the time spent in travelling, in accordance with this Agreement. When work commences, Articles 11.02 and 11.03 will apply.

**11.02 (a)** When an employee reports for work and commences work and is sent home by the Employer, the employee shall be paid four (4) hours pay at the applicable rate if sent home prior to the first meal period. If the employee is sent home after the first meal period said employee shall be paid the full shift as scheduled. If the employee is to be available for work for any period beyond the scheduled shift, this time will be paid as if the employee was working. Should the employee leave the place of work on their own accord the employee shall be paid for the actual time worked.

(b) Standby/Waiting Time

When an employee reports to work and is unable to commence work, the employee, when requested to standby either at the work place or other area designated by the Employer, shall be paid as in (a) above, providing however, that the employee is available and capable of returning to work upon notification.

- (c) When an employee commences work and is requested by the Employer to stop work and report back at a later time, the employee shall be paid, as if there had been no interruption in the shift at the applicable rate up to a maximum of twelve (12) hours, providing however, that the employee is available and capable of returning to work upon notification.

**11.03 (a) Show-Up Time**

When an employee shows up for work and the shift is cancelled and the employee is sent home by the Employer, the employee shall be paid two (2) hours show-up time.

- (b) When an employee who is on an LOA/Out of town project, is notified eight (8) hours prior to the commencement of a scheduled shift not to report for work, the employee will be eligible for four (4) hours pay. If this should occur on any two consecutive days, then the employee will, at their option, be entitled to a layoff.
- (c) When a technician who is not a regular employee is requested to work on a local project and not on LOA or outside of their home area, the minimum call out time will be paid in accordance with the time actually worked and in any case a minimum of 2 hours.

**ARTICLE XII - RECOGNIZED HOLIDAYS**

**12.01** All employees covered by this Agreement shall be entitled to holidays with pay as set out in the appropriate sub-section of this Article.

**12.03** The employees who work on any of the applicable holidays shall receive overtime pay for all such work performed.

**12.04 (a)** The recognized holidays shall be as follows:

- |                         |                             |
|-------------------------|-----------------------------|
| New Year's Day          | B.C. Day                    |
| Family Day              | Friday preceding Labour Day |
| Good Friday             | Labour Day                  |
| Easter Monday           | Thanksgiving Day            |
| Victoria Day            | Remembrance Day             |
| Canada Day              | Christmas Day               |
| Friday preceding BC Day | Boxing Day                  |

and any such day as may be declared a public holiday by the Federal and/or Provincial Governments.

- (b) Payment for such holidays shall be by way of an addition of six percent (6%) of gross earnings paid on each pay cheque.

### **ARTICLE XIII - VACATION PAY**

**13.01** All employees covered by this Agreement shall be entitled to and receive annual vacation pay as follows:

- (a) All employees shall be paid vacation pay at the rate of six percent (6%) of their gross earnings. An employee with more than one (1) year's service with the Employer shall be entitled to a three (3) week vacation annually.
- (b) Accrued vacation pay shall be paid prior to the commencement of the employee's vacation (or, at the written request of the employee, will be paid each pay period), or upon layoff or termination in accordance with Article 14.02 (National).

**13.02** The vacation time shall be taken at a time or times mutually agreed between the employee and the Employer.

### **ARTICLE XIV - PAY DAY**

**14.01** For work carried out in the Pacific Region, employees may be paid either weekly or bi-weekly. Such pay shall be in the form of cash or negotiable payroll cheques.

### **ARTICLE XV – INDUSTRY AND TRAINING FEES – SEE NATIONAL**

**15.02 (a)** Where the Employer requires the employee to take a CGSB test the Employer will pay the employee's reasonable expenses in connection therewith and will reimburse the employee for the straight time wages necessarily lost in order to write the test.

Where an employee is not requested to take a CGSB exam and travels on their own time and pays their own expenses and successfully completes this exam or exams they shall be paid by the employer, for all time lost and out-of-pocket expenses providing the exams have been pre-approved

- (b) Lost wages to apply only if employees were employed and lost time.



## **ARTICLE XVI - HEALTH, BENEFITS & PENSION**

### **16.06 Pension**

The Employer shall make the following contributions to the NDT Industry Pension Fund for each hour earned.

July 5, 2021 \$6.50

May 1, 2022 \$6.75

May 1, 2023 \$7.00

The Fund shall be managed by an equal number of trustees appointed by each of the NDTMA and QCCC.

## **ARTICLE XVII - GENERAL PROVISIONS**

### **17.04 Safety**

Each employer is responsible for the health and safety program for their workers. Every supervisor is responsible for the proper instruction of workers under the supervisor's direction and control and for ensuring their work is performed without undo risk. In an effort to ensure that safe working conditions are observed and where conditions warrant and especially when work is being carried out in a confined space, the employer will ensure that the employees shall have proper assistance or vigilance from other persons who will act as a safety watch outside the area whenever any workers are inside the confined space. In order to satisfy the requirements of confined space entry procedures, all safety watch persons shall be properly trained and familiar with the tools and equipment, understand the hazards of the space and of the materials used in the nondestructive testing industry. All persons so designated shall be members of the QCCC.

**SELF TRAVEL SCHEDULES**

NOTE: WHERE “FERRY ALLOWANCE” IS PROVIDED, THE AMOUNT PAID WILL BE BASED ON ONE UNDERSIZED VEHICLE AND ONE DRIVER. The Employer shall reimburse an Employee, for any and all ferry fares or road toll charges which are incurred in the course of initial and terminal travel. Ferry allowance will be paid to the employee based on the submitted receipts.

**CATALYST PAPER CORPORATION**

**Crofton  
Move-In/Out**

	<b><u>Time</u></b>	<b><u>Expenses</u></b>
All Employees	see schedule	Ferry Allowance

**Daily Travel and LOA**

	<b><u>Time</u></b>	<b><u>Expenses</u></b>
All Employees	Nil	Hotel and Meals or LOA -

Company to provide transportation from hotel to mill site.

**HARMAC PACIFIC  
Nanaimo**

<b><u>Dispatch Point</u></b>	<b><u>Time</u></b>	<b><u>Expenses</u></b>
Nanaimo Office	Nil	Nil
All Others	see schedule	Ferry Allowance

**Daily Travel and LOA**

	<b><u>Time</u></b>	<b><u>Expenses</u></b>
Local Residents	Nil	Daily Mileage beyond free zone
All Others	Nil	Hotel and Meals or LOA -

Company to provide transportation from hotel to mill site.

Technicians using company supplied transportation will be paid actual travel time plus ferry costs if applicable.

**CARIBOO PULP - QUESNEL**  
**Move-In/Daily Travel**

<b><u>Resident</u></b>	<b><u>Accommodation</u></b>	<b><u>Daily Travel</u></b>	<b><u>LOA or Accommodation</u></b>
Local Resident	Home	\$120.00/Day	No
Non-Resident	Prince George	\$60.00/Day	Yes

**Move-In/Out**

Prince George: Two (2) hours travel if not commuting daily.  
 Non Resident: Four (4) hours plus airfare as provided.  
 No daily travel if accommodations are in Quesnel, or if LOA is claimed.

**PORT MELLON**

<b><u>Dispatch Point</u></b>	<b><u>Time</u></b>	<b><u>Expenses</u></b>
All Employees	See Schedule	Ferry Allowance

**PORT ALBERNI**

<b><u>Dispatch Point</u></b>	<b><u>Time</u></b>	<b><u>Expenses</u></b>
Local Residents	Nil	Mileage beyond free zone
All Others	See Schedule	Ferry Allowance

**SKOOKUMCHUCK**  
**Move In/Out**

<b><u>Dispatch Point</u></b>	<b><u>Time</u></b>	<b><u>Expenses</u></b>
Cranbrook Office	Nil	Nil
All Others	see schedule	Airfare as provided
Technicians using company supplied transportation will be paid actual travel time.		

**Daily Travel and LOA**

	<b><u>Time</u></b>	<b><u>Expenses</u></b>
Local Residents	Nil	Daily Mileage beyond free zone
On a 12 hour Shift	Nil	Nil

	<u>Time</u>	<u>Expenses</u>
All other shifts:		
Accommodations in Cranbrook	Nil	Daily Mileage beyond free zone
Accommodations in Kimberley	Nil	Daily Mileage beyond free zone

### MACKENZIE

<u>Dispatch Point</u>	<u>Time Payment</u>	<u>Expenses</u>
Vancouver	7.5 hours	as per agreement (Air Etc.)
Prince George	3.5 hours	Travel to be supplied or mileage As per agreement

**LETTER OF UNDERSTANDING #4 – ENABLING AGREEMENT – TRAVEL**

**Between:**

**Quality Control Council Of Canada**

**-and-**

**NDT Management Association**

**-and-**

**Other Contractors Signatory Hereto**

**This letter applies to Appendix “E” Pacific Region**

It is understood and agreed by the parties to this letter that in the event that it becomes necessary for the purposes of securing project work that may take place within the Vancouver area, the parties will meet to negotiate a mutually acceptable modification to the travel time allowance within this agreement. Any such arrangement will be intended to provide a standard travel time allowance, for all employees covered under this agreement.

Signed at Vancouver, BC this 1st Day of May, 2006

FOR QCCC

FOR NDTMA

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\_\_\_\_\_  
\_\_\_\_\_

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## **APPENDIX "F" -- PIPELINE AGREEMENT**

This Agreement forms part of the Collective Agreement between the NDT Management Association and the Quality Control Council of Canada.

### **SCOPE**

This agreement shall apply to all on site NDT work performed on:

- a) Pipelines over sixteen inch (16") in diameter completed under the collective agreement between the Pipeline Contractors Association and the U.A. in the Pacific and Prairie Regions.
- b) All pipelines completed under the Collective Agreement between the Pipeline contractors Association and the U.A. in the Central and Atlantic Regions.
- c) Pipelines over twenty-four inches (24") in diameter, completed under any collective agreement.
- d) The only exclusion to a), b) and c) is defect/condition assessment or inspection of distribution pipeline. If such assessment results in pipe replacement of three (3) kilometers or more, item a), b) or c) shall apply

### **EXPENSES**

On work covered by this Agreement where camps are not provided, an employee who cannot reasonably return daily to their normal place of residence will be paid a subsistence allowance as follows:

May 1, 2018      One hundred forty-five dollars (\$145.00) per day.

If Hotel and meals are provided the meal portion shall be allocated at \$57.00/day.

### **OVERTIME:**

Overtime work performed shall be paid for under the following provisions unless amended in the mainline pipeline agreement. If amended by way of a Project Labour Agreement (PLA) the PLA overtime provision will apply:

Monday through Friday – Time and one-half (1.5x) shall be paid for the first two (2) hours with double (2x) time thereafter.

Saturday – Time and one-half (1.5x) shall be paid for the first ten (10) hours with double (2x) time thereafter.

Sunday – Double (2x) time shall be paid for all hours worked.

Recognized Holidays – Double (2x) time shall be paid for all hours worked. For work covered under App F, the recognized holidays observed shall be as specified in the UA Mainline Pipeline Agreement

**PENSION:**

(This provision supersedes all references to Pension remittance amounts shown for each region in the Appendix for each region within this Agreement.)

All employers shall make the following contributions to the NDT Industry Pension Fund for each hour earned for all work covered by Appendix "F".

May 1, 2018 \$6.00 per earned hour.

**EMPLOYEES ASSISTANCE FUND:**

See National Article 29

**POST RETIREMENT BENEFIT PLAN:**

All employers shall make the following contributions to the "National Post Retirement Health Benefit Plan".

May 1, 2018 \$0.35 per earned hour.

**ENABLING CLAUSE**

It is agreed that if and when the United Association and the Pipeline Contractors Association are entering into enabling meetings, the Council will notify the NDTMA prior to these meetings taking place.

On all work covered by Appendix "F" for which a U.A. Local (s) has agreed to "enabled" conditions which are less than the PLCA/UA agreement, the local(s) shall promptly send a copy of the enabling agreement to the NDTMA directors for the region.

(This notice is for information purposes only.)

## WAGES

### Atlantic, Central, Quebec, Pacific Regions

	<u>Jan 23,</u> <u>2022</u>	<u>May 1,</u> <u>2022</u>	<u>May 1,</u> <u>2023</u>
Project Supervisor \$3.00/hr. over the RT/UT Level II rate Front End			
Level II Ultrasonic and/or Radiography Technician (mainline and poor boy unit)	53.41	54.42	55.48
Level II Ultrasonic and/or Radiography Technician Including Tie-In and Repairs Crew	51.33	52.31	53.33
Level I Technician and Crawler Maintenance Technician	38.74	39.48	40.25
Radiography CEDO Operator / UT Scanner Operator/Film Processor	33.44	34.08	34.74
Trainee-Helper	25.76	26.25	26.76
Pension	6.00	6.00	6.00

"Crawler Technician" is defined as a person who is operating and performing full maintenance on a crawler.

"Front End Technician" rate applies only to pipeline construction projects covered by this agreement where the mainline and/or poor boy crew is using internal x-ray/gamma crawlers or automated UT systems.

For pipeline work as defined in Appendix F performed within the Pacific region the rates shall be as in Appendix F except for the Trainee who shall be paid one dollar (\$1.00) more than the Appendix F rate.

Article 10.01 (d) National does not apply to Appendix F.



**Prairie Region**

	<u>Jan 23, 2022</u>	<u>May 1, 2022</u>	<u>May 1, 2023</u>
Project Supervisor \$3.00/hr. over the RT/UT Level II rate Front End			
Level II Ultrasonic and/or Radiography Technician (mainline and poor boy unit)	52.82	54.11	55.48
Level II Ultrasonic and/or Radiography Technician Including Tie-In and Repairs Crew	50.76	52.01	53.33
Level I Technician and Crawler Maintenance Technician	38.32	39.25	40.25
Radiography CEDO Operator / UT Scanner Operator/Film Processor	33.07	33.88	34.74
Trainee-Helper	25.47	26.10	26.76
Pension	6.00	6.00	6.00

"Crawler Technician" is defined as a person who is operating and performing full maintenance on a crawler.

"Front End Technician" rate applies only to pipeline construction projects covered by this agreement where the mainline and/or poor boy crew is using internal x-ray/gamma crawlers or automated UT systems.

Article 10.01 (d) National does not apply to Appendix F.

**TERM:**

Term of this agreement – Jan 23, 2022 to April 30, 2024.

## APPENDIX "G" -- PROVINCE OF QUEBEC

The following conditions shall apply to work performed in the province of Quebec.

### ARTICLE III - UNION SECURITY

#### 3.02 New Employees – See National

### ARTICLE VI - WORK DAY & WORK WEEK

**6.01** The normal work week shall be forty (40) hours; however, this shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week except as provided for in Article XI and standby time.

**6.02** Overtime rates shall apply for all work performed beyond eight (8) hours in any normal shift.

**6.03 Moved to National.**

### ARTICLE VII - OVERTIME

**7.01** (a) Overtime work performed shall be paid for under the following provisions:

**Monday through Friday** – Time and one-half (1.5x) shall be paid after the first (8) hours before the addition of shift differential where applicable.

**Saturday** – Time and one-half (1.5x) shall be paid for all hours before the addition of shift differential where applicable.

**Sunday** – Double (2x) time shall be paid for all hours worked before the addition of shift differential where applicable.

**Recognized Holidays** – Double (2x) time shall be paid for all hours worked.

(b) On work performed on-site as part of new construction or revamp work covered by an on-site building trades agreement, or as part of a maintenance project covered by a United Association or Boilermaker agreement to the extent that that agreement requires double (2x) time, the overtime rate shall be double (2x) time.

**7.02** If an employee is required by the Employer to return to work before an eight (8) hour break occurs, they will be paid the applicable overtime rate.

**7.03** Pipeline overtime – See National.

**7.04 Overtime Meals**

(a) Definition of scheduled overtime: For this clause, overtime will have been considered scheduled if the employee had been notified by the end of the employee's previous shift, or 12 hours in advance of the employees shift start time if the employee is not working.

(b) When an employee has been scheduled as in (a) above, and works beyond 10 hours, the employee is to be provided with a paid coffee break at the conclusion of ten (10) hours.

(c) In the event the employee has been approved to work beyond the scheduled overtime, the employer will provide an overtime meal immediately after the employee works past the scheduled overtime and every four hours thereafter.

(d) When the employee works eight (8) hours of the shift, and the overtime is canceled after notification, the employee shall receive a meal allowance in the amount of twenty dollars (\$20.00).

(e) Short Notice / Unscheduled: When an employee is approved to work more than ten (10) hours in a twelve (12) hour period and overtime is not scheduled, the employee will be entitled to an overtime meal as per Article 7.04 immediately after 10 hours and every 4 hours thereafter, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of ten (10) hours, and at each four (4) hour interval thereafter. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the applicable rate of pay.

(f) Travel time shall be considered as time worked for the purposes of this clause.

(g) When such meals are not provided, the employee so affected shall receive a meal allowance in the amount of twenty dollars (\$20.00) in lieu of such meal but will be entitled to have a paid coffee break.

(h) It is agreed that Article 7.04 does not apply to pipeline work or employees staying in permanent and project camp installations

## **ARTICLE IX - EXPENSES, TRAVEL AND STANDBY TIME**

**9.01** See National

### **9.02 Call Out Travel**

When an employee is required to report for work to a job away from the Employer's shop and the job is located in an area where the employee can commute daily between their normal place of residence and the job, they shall be paid their applicable rate of pay for the time spent in commuting. In all such cases, the time spent in travelling shall be measured as follows:

- (a) Where a fixed travel time allowance has been negotiated for the project between the owner or general contractor and the Boilermakers or the United Association, the greater of those shall be paid provided it is known before the NDT bids are submitted.
- (b) In all other cases as follows:
  - (i) from the Employer's shop to which they were assigned on hire provided that with respect to a construction project for the purposes of this clause the shop must have been established one (1) year before the job was contracted or
  - (ii) from the municipal office in the municipality in which the employee is domiciled, whichever is the lesser.

Where the Employer does not have a local shop, the travel time shall be paid from the employee's home.

### **9.03 Mobilizing and Demobilizing**

When an employee is required to report for work to a job away from the Employer's shop and the job is located in an area where the employee cannot reasonably commute daily to their normal place of residence, they shall be paid their regular rate of pay for the time spent in travelling as follows:

- (a) **Move-in and Move-Out** – at the commencement and conclusion of their work on the project, for travelling time from the employer's shop or agreed point of hire, as the case may be, to a maximum of eight (8) hours per day. This travel time shall not be considered as time worked and will be paid at straight time.

When an employee is moving the Employer's vehicle or is being paid mileage allowances to drive their own vehicle to and from a job site the time spent in travel shall be considered as time worked.

### **9.04 Daily Travel**

- (a) A travel free zone of 25km applies to the following conditions:
  - (1) Daily travel - they shall travel to and from the assigned living accommodation on the Employers time.
  - (2) Daily commute to and from a job site.

### **9.05 Left Blank.**

- 9.06** A standby day is a day for which work was scheduled but not performed at the direction of the customer. The employee shall be paid five (5) hours' pay at the

applicable rate for a standby day or demobilized or re-assigned at the discretion of the employer; provided that where an employee is required to remain at the work site and that requirement is approved in writing by the customer, the day shall be a regular work day and not a standby day even though no work is performed. An employee shall not be entitled to payment under both Article 9.04 and Article XI.

**9.07** Employees will be reimbursed for travel expenses to and from the Employer's shop to the job site as directed on the following basis:

Public Transportation – at reasonable actual cost substantiated by receipt;

The on-site offices or trailers shall not be considered as the Employer's shop except for jobs where employees are being paid living expenses according to Article 9.08 or 9.09.

**9.08** Room, board and travel expenses for an employee who cannot reasonably return daily to their normal place of residence shall be paid as follows:

- (a) Where camp accommodation is provided, no subsistence allowance will be paid to any employee.
- (b) Where no camp accommodation is available, the Employer shall provide room and board as follows:
  - (i) in a customarily acceptable hotel or commercial lodging;
  - (ii) A daily subsistence allowance of \$145.00 per day will be paid as follows: \$84.00 for hotel \$61.00 for meals.

The meal allowance will be paid as follows:

Breakfast \$17.00, Lunch \$21.00, Dinner \$23.00

- (iii) or condominiums or supplied room which must be in good repair and meet the reasonable satisfaction of the employee. Employees shall be responsible for damage. Members cannot move in and out unless there is significant or material change to living conditions. Meal allowance must be provided when the condominiums or other supplied accommodations are provided.

The employee may elect (ii) instead of (i) provided they make communication arrangements satisfactory to the Employer and provided that does not increase the Employer's travel time liability.

If the customarily acceptable hotel, commercial lodging, condominium or supplied room is not satisfactory to the union, the employee may elect (ii) instead of (i).

If the customarily acceptable hotel, commercial lodging, condominium or supplied room is satisfactory to the union, the employee may elect (ii) instead of (i), but will not increase the Employer's travel time liability, nor the Employer's actual accommodation cost.

**9.09** On pipeline projects not covered by APPENDIX “F”, Article 9.08 will apply.

**9.10** Notwithstanding the provisions of Articles 9.02 and 9.03(b) on pipeline projects the time of the shift shall start when the men leave the warehouse for the job site and shall end at quitting time on the job site; however the lunch period shall be excluded. Should the trip to the warehouse at the end of the shift exceed one-half (½) hour the Employer shall pay the equivalent of one-half (½) hour at straight time rates for each thirty (30) minutes or portion thereof travelling in excess of thirty (30) minutes.

**9.11** At no time will an employee be required to use their own money to provide their own room and board when working away from their normal place of residence on the direction of the Employer.

**9.12 Travel and Overtime**

**Maximum overtime rates for time spent in travel shall be time and one half (1.5x) except for mobilization/demobilization where the maximum overtime rates for the time spent in travel shall be straight time. Travel time shall not be used for computing double (2x) time for Article 7.01 of this appendix.**

When an employee is on a job where room and board expenses are not being covered as per Article 9.08, travel time shall be paid at a maximum of 1.5 times their regular rate where the combination of work and travel time exceeds 8 hours per day.

## ARTICLE X - CLASSIFICATIONS, WAGES AND PREMIUMS

### WAGES

#### 10.01 Classifications

"Certificates" shall mean a CGSB Certificate in any of the following:

Aircraft Structures  
 Magnetic Particle (Tech II - M.P.)  
 Liquid Penetrant (Tech II - L.P.)  
 CWB Certification (Tech II)  
 Other Level I or Level II

<u>Wages</u>	<u>Nov 28, 2021</u>	<u>May 1, 2022</u>	<u>May 1, 2023</u>
<b>Level II Technician</b>			
<i>RT2 UT2 or EC2</i>			
- with 3 Certificates	\$ 39.87	\$ 40.42	\$ 40.98
- with less than 3 Certificates	\$ 36.55	\$ 37.03	\$ 37.53
<b>Level I Technician</b>			
<i>RT1 UT1 or EC1</i>			
- with 2 Certificates	\$ 31.86	\$ 32.25	\$ 32.65
- with less than 2 Certificates	\$ 29.12	\$ 29.45	\$ 29.79
<b>Level II Magnetic Particle and Liquid Penetrant (both)</b>	\$ 28.46	\$ 28.78	\$ 29.11
<b>Trainee</b>			
- with 1 Certificate or CEDO	\$ 22.26	\$ 22.46	\$ 22.66
- Over 1500 hrs trainee	\$ 18.51	\$ 18.63	\$ 18.76
- no Certificates	\$ 15.68	\$ 15.99	\$ 16.31
<b>For QCCC Members only:</b>			
CWB Level III	\$ 35.71	\$ 36.17	\$ 36.65
CWB Level II	\$ 28.46	\$ 28.78	\$ 29.11
CWB Level I	\$ 24.19	\$ 24.42	\$ 24.66
Pension	\$ 5.75	\$ 6.00	\$ 6.25

No member shall have a reduction in rate as a result of the implementation of these rates.

**Unchargeable Time** – 80% of the rate to which the employee would otherwise be entitled, except that the unchargeable time rate for Trainee with no certificates shall be the regular rate.

Within each classification (i.e. Level II, Level I, Trainee) when the Employer is laying off from a project it will not lay off employees for the reason that they are over-qualified.

**10.02** National.

**10.03** Left Blank.

**10.04 Supervisors - Premium for Record Keeping**

On each project where an employee is assigned the responsibility of directing a crew of six (6) employees or more and keeping records of their hours of work they shall be paid the following premium over their regular rate.

Nov 28, 2021          \$ 2.00 per hour.

This premium is subject to the following conditions:

- (a) Supervisors are to be appointed by management.
- (b) No minimum or maximum number of technicians is required on a job site to necessitate the appointment.
- (c) "Level II Technicians" are responsible for technical performance on a project in the same manner as previously without being appointed as supervisors. The responsibility to interpret film for other technicians on a site does not necessarily mean that a supervisor's rate applies.

**10.06** Left Blank.

**10.07 Certified Exposure Device Operator**

See *National*.

**ARTICLE XI - REPORTING FOR WORK**

**11.01** An employee reporting for work at the scheduled starting time, unless notified the previous day not to report, and for whom no work is available shall receive four (4) hours' pay at the applicable rate. An employee who is only paid four (4) hours' pay or less for each of three (3) consecutive work days may, commencing with the third day, request and be granted their termination papers.



(a) does not apply to employer work ready training requirement as per National 10.02.

(b) does not apply to mobilization/demobilization as per 9.03 (a)

**11.02** An employee reporting for work and commences work and is then sent home by the Employer during their first half shift shall receive not less than four (4) hours' pay for the period spent at work.

An employee who has completed the first half of their shift and reports for work and commences work on the second half of their shift and is then sent home by the Employer shall receive not less than eight (8) hours' pay for the entire shift. This paragraph does not apply to work in fabrication shops. This paragraph shall apply to work performed as part of construction, revamp work, or scheduled maintenance shutdown covered by an onsite building trades agreement as set out in 7.01 (b).

## **ARTICLE XII - RECOGNIZED HOLIDAYS**

**12.01** (a) The holidays shall be as follows:

New Year's Day	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Easter Monday
June 24, St. Jean de Baptiste Day	Remembrance Day	

(b) Payment for such holidays shall be by way of an addition of four percent (4%) of gross earnings paid on each pay cheque.

**12.03** The employees who work on any of the above-noted holidays shall be paid the overtime pay required by Article 7.01.

## **ARTICLE XIII - VACATION PAY**

**13.01** All employees covered by this Agreement shall be entitled to and receive annual vacation pay as follows:

(a) All employees shall be paid vacation pay at the rate of six percent (6%) of their gross earnings. An employee with more than one (1) year's service with the Employer shall be entitled to a four (4) week vacation annually.

(b) Accrued vacation pay shall be paid prior to the commencement of the employee's vacation (or, at the written request of the employee, will be paid each pay period), or upon layoff or termination in accordance with Article 14.02.

**13.02** The vacation time shall be taken at a time or times mutually agreed between the employee and the Employer.

## **ARTICLE XVI - HEALTH, BENEFITS & PENSION**

### **16.06 Pension**

The Employer shall make the following contributions to the NDT Industry Pension Fund for each hour earned for the duration of this agreement.

Nov 28, 2021 - \$5.75.

May 1, 2022 - \$6.00

May 1, 2023 - \$6.25

## **STANDARD FOR EXCELLENCE QCCC MEMBERS & CONTRACTORS**

### **MEMBER AND LOCAL UNION RESPONSIBILITIES:**

To ensure the QCCC Standard for Excellence platform meets and maintains its goals, the QCCC Rep/ managers, in partnership with their implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods. (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)
- Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.
- Use and promote the local union/QCCC and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring QCCC craftworkers are the most highly trained and sought after workers.
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.
- Be productive and keep inactive time to a minimum.
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.
- Respect the customers' property. (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the QCCC, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (offensive words and symbols on clothing and buttons are not acceptable).
- Respect and obey employer and customer rules and policies.
- Follow safe, reasonable and legitimate management directives.

## **EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

Nondestructive Testing Companies , NDTMA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the QCCC Standard for Excellence.

- Replace and return to the Respective QCCC Office ineffective superintendents, general foreperson, foreperson, technicians, helpers, trainees.
- Provide worker recognition for a job well done.
- Ensure that all necessary tools and equipment are readily available to employees.
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner.
- Provide proper storage for contractor and employee tools.
- Provide the necessary leadership and problem-solving skills to jobsite Supervision.
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions.
- Encourage employees, but if necessary, be fair and consistent with discipline.
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines.
- Promote and support continued education and training for employees while encouraging career building skills.
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the QCCC Standard for Excellence.
- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project.
- Cooperate and communicate with the Job Steward.

## **PROBLEM RESOLUTION THROUGH THE QCCC STANDARD FOR EXCELLENCE POLICY:**

Under the QCCC Standard for Excellence it is understood that members through the local union, and management through the signatory contractors, have duties and are accountable in achieving successful resolutions.

### **MEMBER / LOCAL UNION/ QCCC RESPONSIBILITIES:**

- The Local Union/QCCC and the Steward will work with members to correct and solve problems related to job performance.
- Job Stewards shall be provided with steward training and receive specialized training with regard to the QCCC Standard for Excellence.
- Regular meetings will be held where the job steward along with QCCC Supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The Job Steward shall communicate with the members about issues affecting work progress.
- The Business Representative or their delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the QCCC Standard for Excellence policy.
- The Steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board and or QCCC Region, which will address such members' failure to meet their obligation to the Local and the QCCC, up to and including filing charges. The Local Union's/QCCC role is to use all available means to correct the compliance problem.

### **EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

- Regular meetings will be held where the management team and QCCC Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the Steward or QCCC Supervision in a professional and timely manner.
- A course of action shall be established to allow the Job Steward and/or QCCC Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.

- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the QCCC Standard for Excellence platform and make a decision regarding their further employment.

**ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:**

- In the event an issue is irresolvable at this level, the Local/QCCC or the Contractor may call for a contractually established Labor Management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job Stewards, QCCC Supervision and Management.
- The Local/QCCC or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foreperson, General Foreperson, Superintendents and other management should be educated and certified as leaders in the QCCC Standard for Excellence policy.

**ROSTER**

2021-2024  
Q.C.C.C. DIRECTORS & OFFICERS  
REGION REPRESENTATIVES  
UA AND IBB LOCALS

□

N.D.T. INDUSTRY HEALTH & WELFARE  
& PENSION PLAN

□

NONDESTRUCTIVE TESTING INDUSTRY NATIONAL  
TRAINING TRUST FUND

□

NATIONAL POST-RETIREMENT HEALTH BENEFIT PLAN

□

N.D.T. MANAGEMENT ASSOCIATION  
EXECUTIVE & BOARD OF DIRECTORS

□

SIGNATORY CONTRACTORS

**2018 - 2021 Roster  
Q.C.C.C. Directors & Officers**

**PRESIDENT**

Arnie Stadnick  
10059 118 ST Suite 204  
Edmonton, AB T5K 0B9

**SECRETARY / TREASURER**

Bruce Myles  
442 Rue Gilmour Street  
Ottawa, ON K2P 0R8

**VICE-PRESIDENTS**

Stephane Favron  
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Kent Oliver  
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Brent Hunt  
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Garon Robb  
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**QCCC Representatives:**

**Eastern Zone**

*Atlantic, Quebec, Ontario*

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**Western Zone**

*B.C., Alberta, Sask.,  
Manitoba*

**Office**

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Toll Free: 877-446-5898  
Fax: 780-488-3485

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**Business Representatives:**

**Central Region**

Brent Hunt  
brent@qcccanada.com

**Atlantic / Quebec Region**

Gary Mercer (*Bilingual*)  
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**Business Representatives:**

**Prairie Region**

Garon Robb  
garon@qcccanada.com

Matt Lyons  
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Bill McCrone  
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**Pacific Region**

Alan Coles  
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### **ATLANTIC REGION**

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Fax: 709-229-7300  
[rmoores@boilermaker.ca](mailto:rmoores@boilermaker.ca)

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