

MEMORANDUM OF AGREEMENT

Between

NONDESTRUCTIVE TESTING COMPANIES SIGNATORY HERETO

And

QUALITY CONTROL COUNCIL OF CANADA

And

NDT MANAGEMENT ASSOCIATION

For The

QUALITY CONTROL AGREEMENT

UPON RATIFICATION TO APRIL 30, 2024

Rev. 2

Article 3.04 - AMEND LANGUAGE

The parties amend Article 3.04 to read:

“The employer shall make all remittances required by Articles 3.01 and 3.04 according to Article 27 – Enforcement.

Comment: Housekeeping

Article 6.03 - NEW LANGUAGE

The parties agree to move the Central and Atlantic Region language to National:

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.

Comment: The move is to standardize language Nationally. Details of how it affects each region is described in the regional Memorandum of Agreement.

Article 9.01 (d) - AMEND LANGUAGE

The parties amend Article 9.01 (d) to read:

(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 workday 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 workday may request to be demobilized and/or granted a layoff.

Comment: Provides a minimum amount of notice for schedule changes while working away from home.

Article 10.01 (d) - NEW LANGUAGE

The parties agree to the following new language:

The employer will provide a five-dollar (\$5.00) per hour premium for CSWIP or PCN Certified Technicians while operating PA/TOFD systems.

Comment: Provides a minimum premium for Advanced UT technicians.

Article 12.01 - AMEND LANGUAGE

The parties amend Article 12.01 to read:

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.

Comment: Adds more clarity to when the parties will observe the holiday. Saturday holidays observed on Friday and Sunday holidays observed on Monday.

Article 14.04 - NEW LANGUAGE

The parties agree to the following new language:

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.

Comment: Notice of timesheet changes continue to be a major source of frustration in the QCCC, and the bargaining team is confident that this change will help.

Article 16.07 (b) – NEW LANGUAGE

The parties agree to the following language

New hire trainees working will only be eligible for pension contributions after fifteen hundred (1,500) hours.

Comment: Increase in the number of hours to help reduce the carrying cost on the pension plan from new hire trainees that leave the industry before obtaining certifications. Revised to make National.

Article 17.04 - AMEND LANGUAGE

The parties amend the language to read:

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 and understand the hazards of the space. **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.**

Comment: The position of safety watch must be a QCCC member when the designating of the position is within the control of the employer. Clients providing safety watch personnel is increasingly becoming standard practice.

Article 17.06 - AMEND LANGUAGE

The parties amend the language to read:

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.

Comment: Cleans up language and clause.

Article 18.05 - AMEND LANGUAGE.

The parties amend Article 18.05 to read:

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.

Comment: Housekeeping. Moved the employer grievance language from 18.05 into its own clause 18.10.

Article 18.10 - NEW LANGUAGE

The parties agree to the following language:

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.

Comment: Housekeeping. For clarity.

Article 18.11 - NEW LANGUAGE

The parties agree to the following language:

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

Comment: New language to address union policy grievances.

Article 23.01 - AMEND LANGUAGE

The parties amend Article 23.01 to read:

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, 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.

Comment: Housekeeping. Corrected language regarding adult children.

Article 27.02 - AMEND LANGUAGE

The parties amend Article 27.02 to read:

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:

- a) 3% if the amount is one to three days late;
- b) 5% if it is four or five days late;
- c) 7% if it is six or seven days late; and
- d) 10% if it is more than seven days late, or if no amount is remitted.
- e) After 7 days, in addition to d) above, Penalty Assessment is increased by 1% per day until received. Example: Assessment at 8th day is 11%. Assessment at 9th day is 12%. Minimum of \$200.00 or the above whichever is greater

Comment: Language corrections. Housekeeping.

Article 27.05 - NEW LANGUAGE

The parties agree to the following language:

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.

Comment: Already the standard practice.

Article 27.06 - NEW LANGUAGE

The parties agree to the following language:

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 to the QCCC member.

Comment: Already the standard practice.

NATIONAL