

# MEMORANDUM OF AGREEMENT

Between

## NONDESTRUCTIVE TESTING COMPANIES SIGNATORY HERETO

And

## QUALITY CONTROL COUNCIL OF CANADA

And

## NDT MANAGEMENT (CANADA) ASSOCIATION

For The

## QUALITY CONTROL AGREEMENT

**August 1, 2024 to April 30, 2027**

### **Summary of Agreed to Items:**

- Vacation time increased from 3 weeks to 4 weeks
- National Day for Truth & Reconciliation been added to the list of recognized holidays and will be observed on the day it falls
- Family Day has been added to the list of recognized holidays and floater day has been removed.
- Clarification to holiday language
- Update reporting for work language from 6.04 to 7.02
- Updated pipeline language to include marshalling point
- Clearer language for rotational travel
- Travel time and kilometers have become default when a personal vehicle is required to be used.
- New article for pre-access and post-incident drug testing
- Increase to per diem and meal portion
  - o Increased total per diem to \$155/day from current \$140/day
  - o \$69/day meal portion increase from \$57/day remains
  - o When no lodging is available and full per diem is the only option, an extra \$25 per day will be added to the per diem amount. (\$180/day total)
- Amend "Me too" Clause
  - o Clarification for contractors about when "Me too" clause is in effect.

- Language modified to include double time after 8 hours Monday-Friday on projects that the prevailing rate is in effect for IBB/UA.

### **13.01 (a) – Amend Language**

The parties amend the language to read:

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) years' service with the Employer shall be entitled to a four (4) week vacation annually.

### **11.01 & 11.02 – Amend Language**

The parties amend the language to read:

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 7.02 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 7.02 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.

### **12.01 a) – Amend Language**

The parties amend the language to read:

The holidays shall be as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

1st Monday in August  
Family Day

Boxing Day  
National Day for Truth & Reconciliation (to be  
observed on the day it falls on)

**12.01 d) - New Language**

The parties agree to the following language:

D) Recognized holidays will be observed as per National Article 12 regardless of how the Boilermaker and/or United Association observe them.

**9.10 – Amend Language**

The parties amend the language to read:

On pipeline projects, the time of the shift shall start when the employees leave the warehouse and/or marshalling point for the jobsite and shall end upon their return to the warehouse and/or marshalling point, however, the lunch period shall be excluded.

**9.08 b ii – Amend Language**

The parties amend the language to read:

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

<b>Effective</b>	<b>Per Diem</b>	<b>Meal Portion</b>
Aug 1, 2024	\$155.00	\$69.00

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.

Where no lodging as defined in 9.08 (a) or (b) is available and full Per Diem is the only option, an additional \$25 per day will be added to the per diem amount.

**9.05 – Amend Language**

The parties amend the language to read:

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

If a personal vehicle is used by the Employee, with the agreement of the employer, travel time, and kilometers as per CRA guidelines will be covered.

### **9.03.01 – New Language**

The parties agree to the following language:

When an employee is assigned to a work location that is not Long-Term Maintenance in scope as explained in Article 6.04, and they are not commuting from their normal place of residence to the work location for each shift under a rotational travel arrangement, rotational travel will apply if the following conditions are met:

- i) There is a rest break of four days or more away from the work location between rotations.
- ii) The work site is greater than eighty (80) road kilometres from their normal place of residence or the employer's shop (which ever is closer), and the employee is commuting in a company provided vehicle or their own to and from the work location, or the employee is required to report to an employer designated flight center to be transported to and from the work location; and
- iii) The Employee leaves the work location and returns after their days of rest to the work location to perform additional work.

If all of the above conditions are met for rotational travel, then the employee will be entitled to be paid:

1) For work performed in the Wood Buffalo Region, travel time will be paid at a rate of eighty (80) road kilometers per hour from the employee's normal place of residence if they are in a company vehicle. If commuting in their personal vehicle, travel time, and kilometers will be paid. Terms and conditions will be provided in advance as per National Article 9.12.

2) For work performed in the Wood Buffalo Region when required to report to and from a designated flight center, the Employer will cover the cost of two (2) checked bags. The employee will be paid two (2) hours from Edmonton, and two and one half (2.5) hours from Calgary.

3) For work performed at a work location not in the Wood Buffalo Region, travel time will be paid at the rate of eighty (80) road kilometers per hour to the employee's normal place of residence or shop whichever is closer if in a company provided vehicle. Travel time and kilometers will be paid if commuting in a personal vehicle.

No additional compensation or reimbursements will be paid unless agreed upon in the project details as per National Article 9.12. The Employer shall determine the mode of travel and the employee shall have the right to refuse to use their personal vehicle.

Employees are entitled to the same compensation for any return trip from the work location.

### **New Article – New Language**

The parties agree to the following language:

#### **Pre - Access**

When an Employee must perform a pre-access drug and/or alcohol test to access a client's site, the testing center utilized will be as close as reasonably possible to the Employee's normal place of residence and/or point of hire. The Employee will be paid for actual time spent testing and travelling with no less than two hours at the applicable rate. The employer will compensate the Employee's travel time based on google maps distance calculated at 80 km/hr. The Employee will be compensated for travel expenses and kilometers if personal vehicle use is required. The scheduling and testing costs will be the responsibility of the employer.

#### **Post - Incident**

When an Employee is required to perform a drug and/or alcohol test post-incident, all time spent waiting during scheduled shifts for results will be paid at the applicable rate. Prior to testing, the Employee will be provided union representation contact information (With no additional delays to the test). All drug and/or alcohol testing shall be considered time worked. When there is a non-negative final result, no payment for time in waiting will be made after commencement of the test. The scheduling, testing, and demobilization costs are the employer's responsibility.

### **7.01 C – New and Amend Language**

The parties agree to the following language:

(c) When on a field site where members of the Boilermaker and/or United Association are employed, 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.

If a contractor believes this clause is not in effect for a particular project and/or site, the contractor must contact a QCCC Representative in writing to verify the terms. The QCCC Representative must respond to the contractor as soon as reasonably possible, but no later than within three business days. If the QCCC is not contacted to verify terms and this clause is in effect, full retroactive pay is required.

If this clause comes into effect during a project and/or site, retroactive pay will be paid up to a maximum of two (2) weeks.

**Wage Increases Effective August 1, 2024**

<b>Wages</b>	<b>01-Aug-24</b>	<b>*01-May-25</b>	<b>*01-May-26</b>
<b>Level II Technician</b>			
<i>RT2 UT2 or EC2</i>			
- plus 2 Certificates	\$51.41	\$ XX.XX	\$ XX.XX
- with less than 2 Certificates	\$48.38	\$ XX.XX	\$ XX.XX
<b>Level I Technician</b>			
<i>RT1 UT1 or EC1</i>			
- plus 1 Certificates	\$41.77	\$ XX.XX	\$ XX.XX
- with less than 1 Certificates	\$39.18	\$ XX.XX	\$ XX.XX
<b>CEDO Operator</b>	\$33.04	\$ XX.XX	\$ XX.XX
<b>Trainee</b>	\$22.77	\$ XX.XX	\$ XX.XX

**\*2025 & 2026 Pending Arbitration**