

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 4, 2024 TO APRIL 30, 2027

Summary of the National agreed to items:

- 2.01(c) Language and formatting corrections to scope
- 4.01 Eligibility Confirmation
- 6.03(c) Updated language for night shift premiums
- 6.06 Employers have option for a two thirty-minute paid break system
- 7.04 Article renumbering
- 9.02 Article renumbering
- 9.12 New article, companies to provide the terms and conditions of each job prior to job start.
- 10.01(b) Increase to IRATA/ SPRAT PREMIUMS
- 10.02 Better language for company and client specific training
- 17.08 Progressive Discipline Policy

Article 2.01(c) - AMEND LANGUAGE and FORMATTING FIX

The parties amend the language to read:

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 **appendices**. See Appendices for complete scope. Atlantic, Pacific, Prairie, Central, Quebec, Heat Treat, and Pipeline Appendices.

Comment: Change word "regions" to appendices. Correct formatting.

4.01 - AMEND LANGUAGE

The parties amend the language to read:

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 **and confirmed eligible** by the QCCC.

Comment: add words "and confirmed eligible"

6.03 (c) - AMEND LANGUAGE

The parties amend Article 6.03(c) to read:

A shift premium of fifteen percent (15%) of the employee's **straight time base rate** will be added to the employee's wages for all hours worked on any shift commencing at times other that described above.

Comment: add words " straight time base rate." This is a correction to an error and reverts the language back to the 2018 agreement. Between 2021 and now, no employer changed their practice and the QCCC did not change how we interpreted this clause.

6.06 - NEW LANGUAGE

The parties agree to the following language:

The Employer shall have the option to implement two (2) paid thirty (30) minute breaks in the first eight (8) hours of the scheduled shifts that are ten (10) hours or more

Comment: Option to implement a two paid thirty-minute break system.

Article 7.04 - AMEND LANGUAGE.

The parties renumber Article 7.04 to Article 7.05:

Comment: Housekeeping. Renumber Articles

Article 9.02 - AMEND LANGUAGE.

The parties renumber Article 9.02 to Article 9.15:

Comment: Housekeeping. Renumber Articles

Article 9.12 - NEW LANGUAGE

The parties agree to the following language:

Employers will provide all terms and conditions of the job including hiring points, work schedule, job start date, expected duration, and travel details prior to hire. If the above terms and conditions change, the employee will have the right to ask for a layoff after 5 days' written notice to the employer and be demobilized home at the employer's time and expense. If the required notice is not given by the employee, the employee will demobilize at their own time and expense.

Where an employee resigns, and the terms and conditions of the job have not changed, they shall not be entitled to demobilization and travel compensation reimbursement.

This article does not apply to call-out work.

Comment: Provides clarity on the terms and conditions of the job offer and allows members to leave a project if those terms and conditions change.

Article 10.01 (b) – AMEND LANGUAGE.

The parties amend Article 10.01(b) to read:

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	5.00	
Level Two Certified	5.00	
Level Three Certified	8.00	**

**** Level 3 technicians are not entitled to Supervisor Premium unless appointed by Management**

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

Article 10.02 - AMEND LANGUAGE

The parties amend Article 9.01 (d) to read:

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 specific quality, safety, and HR related training up to a maximum of 16 hours per calendar year**
- Company required training for the following:
 - First aid, emergency and standard.
 - 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.

Client specific Safety Training/Orientation 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 times (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.

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

Comment: Up to 16 hours of company training added to unchargeable time. Prohibits any client-specific training from being subject to unchargeable time.

Article 17.08 - NEW LANGUAGE

The parties agree to the following language:

Employers must have, and follow, a progressive discipline policy. It is agreed that records of disciplinary action placed on an employee's personnel file that are over two (2) years old will not be referred to in any subsequent action, provided there are no similar infractions. This provision does not apply to discipline resulting in a suspension or termination.

Comment: to provide for a Progressive Discipline Policy to the benefit of both parties.