

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

Aug 4, 2024 TO APRIL 30, 2027

**CONTINUATION: APPENDIX “B”
ATLANTIC REGION**

Article 7.01(b)(i) - AMEND LANGUAGE

The parties amend the language to read:

Overtime for work completed at site will be paid double (2x) time when the site has UA or Boilermakers employed and receiving double time rates 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;
- Work on equipment that originated on-site during a scheduled maintenance shutdown and has moved off-site and accompanied by an inspector or crew assigned to the scheduled maintenance shutdown where it originated. This provision is limited to the extent of the shutdown window only; and
- Off-site work on the project client’s property when the data originates from one of the situations above.

Comment: Removal of the term “full wage” which denied members double-time if the UA or IBB workers reduced their base wage under a site agreement. Also, two new additions to the me-too clause.

Article 7.04 Overtime Meals

The parties amend the language to read:

(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).

(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.

Comment: Overtime meal increased by \$5.00

Article 10.01 - AMEND LANGUAGE

The parties amend the language to read:

10.01 Classifications

"Certificates" shall mean a certificate in any of the following:

CGSB - Aircraft Structures
CGSB - Magnetic Particle (Level 2 - M.P.)
CGSB - Liquid Penetrant (Level 2 - L.P.)
CGSB - Other Level 1 or Level 2
CWB Certification (Level 2)

Level 2 Technician
RT2, UT2, or EC2
- with 3 additional Certificates
- with less than 3 additional Certificates

Level 1 Technician
RT1, UT1, or EC1
- with 2 additional Certificates
- with less than 2 additional Certificates

Level 2 Magnetic Particle and Liquid Penetrant (both)

Trainee
-With 1 Certificate or CEDO
-With ~~1500 Earned Hours~~ No Certificates
- ~~With Less Than 1500 Hours~~ DELETED

For QCCC Members only:
CWB Level 3
CWB Level 2
CWB Level 1

*Comment: To provide clarity on the applicable certifications and count of the same.
Removed “less than 1,500 hours” classification*

Article 10.03 - AMEND LANGUAGE

The parties amend the language to read:

10.03 Left Blank

Comment: Housekeeping

Article 10.04 – AMEND LANGUAGE

The parties amend Article 7.04 to read:

10.04 Supervisor Premium

On sites where an employee is assigned the responsibility of directing a crew of six (6) or more QCCC employees and keeping records of their hours of work (i.e. a “Supervisor”), they shall be paid a premium of three dollars (\$3.00) per hour worked. Project duration is required to be four (4) days or more for the premium to apply and the premium is not to be calculated in overtime rates.

- 1) Supervisors are to be appointed by management
- 2) If six (6) or more QCCC Employees are working on a site, the employer will appoint a minimum of one (1) Supervisor from among their employees on the project.
- 3) "Level 2 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.

Comment: Increase in the premium to \$3.00 per hour worked, Project duration minimum in place and the employer must have a supervisor on-site where six or more QCCC members are working.

Article 9.08 - AMEND LANGUAGE

The parties agree to amend Article 9.08 to read:

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

\$86.00 per night spent in hotel plus \$69.00 per day for meals. (Total of \$155)

Comment: Total LOA increase of \$17.00.

Article 12.01 - AMEND LANGUAGE

The parties agree to amend Article 12.01 to read:

(a) The holidays shall be as follows:

New Year's Day	Labour Day
Family Day (NS, NB)	National Day for Truth and Reconciliation
3 rd Monday in February (NL and PEI)	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
1 st Monday in August	

(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 by NL or PEI on any other day other than the 3rd Day of February, then the 3rd Monday of February will be moved to reflect the new added Provincial day.

(d) National Day for Truth and Reconciliation is to be observed on the calendar day that the BCA is observing the holiday. All other Recognized holidays will be paid per National Article 12 regardless of how the Boilermaker and/or United Association observe them.

Comment: Addition of National Day for Truth and Reconciliation and the Floater in NL and PEI being assigned a specific place holder.

ARTICLE 16 - PENSION

The QCCC will hold a vote after ratification to determine the amount to deduct from wages and contribute to Pension.

**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 fifty-five (\$155.00) 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 \$23.00

Lunch \$23.00

Dinner \$23.00

[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 fifty-five (\$155.00)

Day 2 – One hundred fifty-five (\$155.00)

Day 3 – Twenty-three (\$23.00) for Lunch

WAGE INCREASES

	August 4, 2024 8.0%	May 1, 2025 3.75%	May 1, 2026 3.25%
Level 2 Technician			
RT2 UT2 or EC2			
- with 3 additional Certificates	\$47.54	\$49.32	\$50.93
- with less than 3 additional Certificates	\$44.78	\$46.46	\$47.97
Level 1 Technician			
RT1 UT1 or EC1			
- with 2 additional Certificates	\$38.03	\$39.45	\$40.74
- with less than 2 additional Certificates	\$35.63	\$36.97	\$38.17
Level 2 Magnetic Particle and Liquid Penetrant (both)	\$35.63	\$36.97	\$38.17
Trainee			
- with 1 Certificate or CEDO	\$28.73	\$29.81	\$30.77
- with No Certificates	\$21.50	\$22.31	\$23.03
For QCCC Members only:			
CWB Level 3	\$44.78	\$46.46	\$47.97
CWB Level 2	\$35.63	\$36.97	\$38.17
CWB Level 1	\$28.73	\$29.81	\$30.77
LOA	\$155.00	\$155.00	\$155.00
Meals	\$69.00	\$69.00	\$69.00
Hotel	\$86.00	\$86.00	\$86.00

THE ABOVE OUTLINE REPRESENTS THE NDTMA OFFER FOR THE QUALITY CONTROL COUNCIL OF CANADA AGREEMENT (ATLANTIC REGION) FOR THE TERM COMMENCING AUGUST 4, 2024 THROUGH TO APRIL 30, 2027.