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EFF.	92	12	01
TERM.	94	11	30
NO. OF EMPLOYEES	900		
NOMBRE	df		

**QUALITY CONTROL
AGREEMENT**

Between:

NON-DESTRUCTIVE TESTING COMPANIES
SIGNATORY HERETO

and

QUALITY CONTROL COUNCIL OF CANADA

and

NDT MANAGEMENT ASSOCIATION

Effective: December 1, 1992 - November 30, 1994

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QUALITY CONTROL AGREEMENT

December 1, 1992 - November 30, 1994

Between:

**NON DESTRUCTIVE TESTING COMPANIES
SIGNATORY HERETO**

(each hereinafter referred to as the "Employer")

OF THE FIRST PART

AND

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

OF THE SECOND PART

[Prairie Region see Appendix D]

AND

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

OF THE THIRD PART

WHEREAS the Employer's business involves non-destructive testing 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 per-

form 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; 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; and

WHEREAS the parties hereto desire that persons trained to perform non-destructive 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 **witnesseth**, 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 and E which

are hereby made a part of this Agreement. Where there is a conflict the provision of the Appendix takes priority.

ARTICLE I: RECOGNITION

1.01 The Employer **recognizes** the Council as the sole and exclusive bargaining representative for all Non-Destructive Testing 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 forty (40) hours per week working time for at least one (1) employee.

1.02 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 II: SCOPE

2.01 This Agreement shall apply in respect of all non-destructive testing work performed by the Employer or by any person, firm or corporation owned or financially controlled by the Employer in Canada. Nondestructive testing includes ultrasonics, radiography, magnetic particle, dye penetrant, and eddy current, but does not include visual inspection, destructive testing or stress relieving unless the Council or one of its affiliated Unions gains certification or written voluntary recognition for the employees of an Employer performing any such functions, in which case the Employer, through the NDTMA (if an NDTMA member), will negotiate rates for such employees and include them under this Agreement.

**[Prairie and Pacific Region:
see Appendices D and E]**

2.02 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 III: UNION SECURITY

3.01(a) The Employer shall, as a condition of employment, deduct monthly from each employee's pay



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

(b) The Employer shall, in addition to the regular dues mentioned in (a) above, deduct monthly from each employee's pay, working dues in the amount of one and one-half percent (1-1/2%) of the employee's gross earnings.

3.02 New employees - see Appendices.

3.03 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.

3.04 The dues remissions required by Articles 3.01 and 3.03 shall be remitted not later than the 20th of the month following the months in which the deductions are made and there shall be a ten percent (10%) assessment as liquidated damages and not as a penalty for remissions made more than fifteen (15) days late.

3.05 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 IV: JURISDICTION OF WORK

4.01 With a view to balancing the number of members of each of the affiliated Unions in his 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 having the lesser amount of members in the bargaining unit.

4.02 Due to the nature of work involved in non-destructive 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.

4.03 The Council agrees that the regular employees of the Employer may work in any locality in Canada without financial or other restriction and without requirement that the members of any Local Union in such locality shall be hired instead of, or in addition to, regular employees of the Employer.

4.04(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.

National

(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.

[Prairie Region see Appendix D]

4.05 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.

4.06 The Council will 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 local area. When it is the intention of the Employer to move the employees to a locality outside their home local area the Employer will, whenever possible, notify the designated Council office.

4.07 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 V: UNION REPRESENTATION AND ACCESS TO JOBS

5.01 Authorized representatives of the Council shall have access to jobs where employees covered by this Agreement are employed and it shall be the respon-

sibility 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 workmen 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.

5.02 A Steward shall be appointed by the Council from among the employees of the Employer who shall be the employees' spokesman and the Employer shall be notified of the appointment. Other than qualified employees required to complete the project, the job steward shall be one of the last three (3) employees on that project terminated.

ARTICLE VI: WORK DAY AND WORK WEEK

See Appendices.

ARTICLE VII: OVERTIME

See Appendices.

ARTICLE VIII: NORTHERN WORK

8.01 Appendix "A" attached hereto is hereby made a part of this Agreement.

**ARTICLE IX: EXPENSES, TRAVEL AND STANDBY
TIME**

See Appendices.

ARTICLE X: CLASSIFICATIONS, WAGES, AND PREMIUMS

10.01 Appendices "B", "C", "D", and "E" 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.

ARTICLE XI: REPORTING FOR WORK

See Appendices.

ARTICLE XII: RECOGNIZED HOLIDAYS

See Appendices.

ARTICLE XIII: VACATION PAY

See Appendices.

ARTICLE XIV: PAY DAY

14.01 Employees will be paid weekly. Such pay shall be in the form of cash or negotiable payroll cheque. Payment to take place on Thursday prior to the end of the shift.

14.02 When employees are laid off or discharged, they shall be paid all wages due in cash or negotiable payroll cheque. If payroll cheques are the option, such cheques shall be mailed within two (2) business days after receipt of the employees' time sheets and company owned equipment at the Employer's payroll 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 he is kept waiting up to a maximum of forty (40) hours.

National

ARTICLE XV: INDUSTRY AND TRAINING FEES

15.01 [See Appendices]

15.02 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.

[Pacific Region see Appendix "E"]

ARTICLE XVI: HEALTH AND WELFARE, AND PENSION

16.01 All employees will be covered by the **NDT** Industry Health and Welfare Plan. An employee's benefits will be determined as below and will be subject to the conditions of the Plan. The Employer shall pay one hundred per cent (**100%**) of the premiums.

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✓ <u>Full Plan</u>	
Life Insurance	\$50,000
Accidental Death and Dismemberment	\$50,000
✓ Provincial Health Care Premium	Sent directly to the provincial health care office, by the employer.
✓ Extended Health Care	(including oral contraceptives and IUD's) 90% to a maximum of \$10,000
✓ Vision Care	\$275.00 per 24 months

✓ Weekly Indemnity

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The Plan will pay benefits to a member absent from work due to a non-occupational accident or sickness commencing on the first day of an accident and the fourth day of an illness.

The total benefit period under the Plan shall not exceed thirty (30) weeks.

In no event will the amount of weekly benefits payable under this coverage for any one week be less than the amount payable for that week under the Unemployment Insurance Act of Canada, 1971, and its Regulations as amended from time to time.

✓ Long Term Disability

Benefit commences after 30 weeks of continuous disability, and is payable while disabled for a maximum period of 3 years, but not beyond age 65. Only non-occupational disabilities are covered.

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Dental Plan

The monthly benefit is \$500.00

100% basic, 100% major and 50% orthodontic coverage for dependent children. Orthodontic coverage becomes effective after 3 months of continuous coverage with up to a maxi-

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maximum benefit of \$1,000 in any 24 month period; current fee schedule. There shall be a limit on the dental plan of \$2,000 per family member per year. This limit shall not increase the current limit of \$1,000 for orthodontics.

The Plan will pay for only one dental consultation per year. Dependent children shall receive a second consultation per year to 13th birthday.

- (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 cheque.
- (b) Full Plan: A QCCC member who has earned 90 hours' pay in a month will be included in the full plan for the month-coverage is provided for the month following the month worked. The provincial medical care plan premium, if any, must also be paid for any member who qualifies for the full benefit plan.

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 included in the full plan for the month will be covered under the Life Insurance and Accidental Death & Dismemberment benefits. Coverage is provided from the date of hire and the month following the month worked.
- (d) A more detailed description of the coverage and eligibility of the NDT Industry Health and Welfare Plan is available in the policy booklet supplied by the Administrator of the Plan (D. A. Townley & Associates).

16.02 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. If the QCCC will provide to the Administrator a list of all signatory employers, the Administrator will advise the QCCC which companies are not enrolled in the Plan.

16.03 The Employer hereby authorizes the Plan Administrator to report monthly to the QCCC the list of employees covered by the plan and when requested provide a copy of the monthly remittance report submitted by the employer.

16.04(a) If it is proven that an employee has received an overdose of ionizing radiation and if he is not eligible for Workers' Compensation he shall be entitled to Weekly Indemnity Benefits under this Agreement provided he is unable to perform other work covered by the Agreement.

It is the intention of this provision to provide the stated benefits in legitimate cases of overdose but at the same time to avoid abuse in illegitimate cases. It is therefore agreed that no employee shall be entitled to

the stated benefits if the exposure results from his own carelessness. In the event of abuse the **NDTMA** may cancel this Article **16.04** after notifying the **QCCC** and listing such abuses.

(b) An employee who has received an over-dose of **ionizing** radiation will become eligible to apply for weekly indemnity until such time as he goes on Workers' Compensation.

16.05 The Health and Welfare plan shall be administered by four trustees appointed by the **NDT** Management Association and four **(4)** trustees appointed by the Quality Control Council of Canada.

16.06 Pension-See Appendices.

ARTICLE XVII: GENERAL PROVISIONS

17.01 The Employer will provide all tools and equipment as deemed necessary by the Employer for the performance of work.

17.02 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. Such protective clothing and rainwear shall remain the property of the Employer.

Coveralls shall be cleaned as required.

17.03 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.

17.04 When safety conditions warrant, the employee shall have proper assistance or vigilance from other persons.

[For Pacific Region see Appendix E]

17.05 The Employer will comply with the safety conditions of the radioisotope licences issued by the Atomic Energy Control Board.

[For Central region see Appendix C]

17.06 Mobile dark rooms will be adequately ventilated. The mobile dark room shall be fitted with an air conditioner during hot weather where **110V A.C.** is available on mainline pipelines over sixteen inches (**16"**) in diameter and on long term projects.

ARTICLE XVIII: GRIEVANCE PROCEDURE AND ARBITRATION

[Prairie region see Appendix D]

18.01 It is the spirit and intent of this Agreement to adjust grievances promptly. All grievances that may arise on any work covered by this Agreement must be filed in writing at Step No. 2 within fifteen (**15**) days of the incident and shall be handled in the following manner:

18.02 Step No. 1: Between the aggrieved employee and/or his 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.

18.03 Step No. 2: Between the aggrieved employee, his 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.

18.04 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.

18.05 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 a Board of Arbitration at any time within ten (10) days following the completion of Step No. 3. This Board shall consist of three (3) arbitrators, one appointed by each party to this Agreement and the third, who shall act as the chairman, to be selected by the two so appointed. In the event that the other party does not appoint its arbitrator within five (5) days, the appointment shall be made by the appropriate Minister of Labour. In the event the two arbitrators appointed cannot within five (5) days select a third arbitrator who is willing to serve, the two arbitrators shall jointly request

the appropriate Minister of Labour to designate the third arbitrator who shall act as the chairman.

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

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

The Board of Arbitration 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, each party shall pay the expenses of its arbitrator, and the expenses of the chairman shall be shared equally by the parties.

18.06 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.

18.07 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.

ARTICLE XIX: TECHNOLOGICAL CHANGE

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19.01 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 Xx: WORK STOPPAGES

20.01 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.

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20.02 It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute. In such cases the Council will co-operate with the Employer in seeking the removal of the Employer's equipment from the job site.

20.03 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 XXI: SAVING CLAUSE

21.01 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, or competent 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 XXII: MANAGEMENT RIGHTS

22.01 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 his probationary period that he has been ~~dis-~~

charged 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.

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

ARTICLE XXIII: BEREAVEMENT LEAVE

23.01 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 the purpose of attending the funeral. Pay shall be eight (8) hours per day at the applicable rate.

Immediate family shall be limited to mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren.

23.02 Jury Duty

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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 month. The rate of pay shall be the difference between his regular pay at the nonchargeable 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 XXIV: PIPELINE WORK

24.01 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.

[For Central region See Appendix C]

ARTICLE XXV: ADMINISTRATION FUND

25.01 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 a ten percent (10%) assessment as liquidated damages and not as a penalty for remissions made more than fifteen (15) days late.

25.02 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 (1/2) of the contributions to the Treasurer of the **NDT Management Association** not later than the **15th** day of the month following.

25.03 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.

25.04 The Employer shall file a report each calendar month even when no work was performed under the Agreement during the month.

25.05 Where the Council has reasonable grounds to believe that **proper** payments have not been made under this Agreement, the Council shall have the right to inspect the Employer's records.

ARTICLE XXVI: ENFORCEMENT

26.01 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.

26.02 There shall be a ten per cent (**10%**) assessment as liquidated damages and not as a penalty for remittances not received within fifteen (**15**) days after the **20th** of the month following the month in which the deductions were made or the contributions were earned.

26.03 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 **26.01** and **26.02** which are determined to be due.

26.04 All employers shall, prior to signing this Agreement, post with the Administrator and maintain a **\$15,000** bond or irrevocable letter of credit 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~~. If full payment is not made the forfeiture shall occur ~~twenty~~ **twenty-one (21)** days after the mailing ~~by~~ registered mail of a written notice by the ~~Administrator~~. Where the employer has, within ten (**10**) days of the receipt of such notice, advised the Administrator in writing that the amounts are contested, the forfeiture shall occur within fifteen (**15**) days after the arbitration award which determines the issue if payment is not made in full.



ARTICLE XXVII: DURATION

27.01 This Agreement shall remain in force for a period of two ~~(2) years from December 1st, 1992~~, and shall continue in force from year to year thereafter unless in any year not more than sixty (60) 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.

27.02 Changes are effective from the date of ratification only, except as expressly provided.

[Prairie and Central regions see Appendices D & E]

27.03 Negotiated at Toronto, Vancouver, and Halifax, and subsequently ratified by all parties.

NDT MANAGEMENT
ASSOCIATION

QUALITY CONTROL
COUNCIL OF CANADA

SIGNATORY COMPANIES: DATE:

APPENDIX "A"

REQUIREMENTS FOR NORTHERN WORK

A.01 PROTECTIVE CLOTHING

(a) Each employee engaged for pipeline construction which is located north of **60** degrees latitude and whose employment will be during the time periods indicated below must have in his possession, prior to departure for the job, the following items of cold weather clothing in addition to his basic work clothing:

Cold Weather Clothing:

Between **60** degrees and **66** degrees **23** minutes latitude — October 1 **st** to May **31st**.

North of **66** degrees, **23** minutes latitude — **August 15th** to June **15th**.

JACKET —	Parka of quality brand*, complete with hood.
COVERALLS —	Dacron 88 or similar material, fully insulated.
MITTS —	Leather or similar material with two (2) pair of wool liners.
FOOTWEAR —	Insulated boot (flight or snowmobile type.)
HEADGEAR —	Heavy cap with ear flaps.

*North Slope, Pioneer, Woods or the equivalent.

Recommended Basic Work Clothing:

UNDERWEAR —	Thermal type wool or flannel union suit.
SHIRTS —	Wool or flannel, full sleeve.
PANTS —	Heavy denim or similar.
SWEATER —	Heavy wool pullover.
SOCKS —	Medium weight wool.

(b) The Employer shall, if required by the employee, provide the employee with an advance by voucher or otherwise not to exceed two hundred dollars **(\$200.00)** to assist him in purchasing the required cold weather clothing, such advance to be deducted from the employee's pay in the event that the employee does not remain on the job until job completion or layoff.

(c) The Union will assist the Employer in every way possible to recover from any of its members advances for the purchase of cold weather clothing which may not be recovered from the employee's pay.

(d) Each employee shall be credited, for each week of employment during the time **periods** hereinabove specified, with an amount of thirty dollars **(\$30.00)** per week up to a maximum of ten **(10)** weeks **(\$300.00)** to assist in defraying the cost of purchasing and/or replacing cold weather clothing. Any amount so credited, less any amount advanced by the Employer, shall be paid to the employee upon layoff or termination due to bona fide illness or substantiated compassionate reasons. Any employee who remains on the job beyond ten **(10)** weeks and until job completion shall be reimbursed a total of two hundred dollars **(\$200.00)** for cold weather clothing (less any amount advanced).

(e) The Union will, when requested by the employer, provide evidence to substantiate compassionate reasons for which any employee may terminate his employment.

A.02 TRANSPORTATION

(a) The Employer shall designate a staging area to which all employees shall report for employment documentation and transportation to the job site.

(b) Each employee shall be entitled to travel expense to and from the staging area in accordance with the provisions of Article IX.

(c) Each employee engaged by the Employer at the staging area shall be placed on the payroll and provided by the Employer with transportation from the staging area to the job site and, following termination of employment, from the job site to the staging area, at no cost to the employee.

(d) The Employer shall make arrangements for delivery from the staging area to the job site and return, of the employee's personal effects, up to a maximum of seventy-five (75) pounds in weight, together with any tools which the Employer may require the employee to supply.

A.03 EMPLOYMENT CONTINUATION INCENTIVE

(a) Each employee shall accrue to his credit, for each week of seven (7) consecutive days of employment up to a maximum period of sixteen (16) weeks, an employment continuation incentive in the following amounts:

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Project	Warehouse or Camp Location	Per Week
(i)	Between 60 degrees 0 minutes and 62 degrees 30 minutes latitude	\$35.00
(ii)	Between 62 degrees 30 minutes and 66 degrees 23 minutes latitude	\$60.00
(iii)	North of 66 degrees 23 minutes latitude	\$75.00

(b) Each employee who remains on the project from commencement of employment until job completion or layoff due to shortage of work shall be entitled to receive the employment continuation incentive which has accrued to his credit upon termination of employment.

(c) Any employee who terminates due to bona fide illness or authentic compassionate reasons shall be entitled to the incentive which has accrued to his credit, provided that the Employer shall have the right to require substantiation of such illness or compassionate reasons from the employee or the Union.

(d) Any employee who, after eight (8) weeks of employment, is discharged for cause shall be entitled to fifty percent (50%) of the incentive which has accrued to his credit.

A.04 WEEKLY GUARANTEE

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V
(a) The Employer shall guarantee to each employee from date of departure from the staging area to date of return to the staging area, both days inclusive, not less than the equivalent of forty (40) hours pay at the employee's regular straight time hourly rate for each week of seven (7) consecutive days, provided that the

employee is available for work, except for reasons of illness or emergency.

A.05 GENERAL

(a) The Employer shall insure the personal effects of each employee against loss by fire in an amount not to exceed two thousand dollars (~~\$2,000.00~~).

(b) The possession of firearms and/or ammunition on the Employer's premises shall be prohibited and any violation of this provision by an employee shall be cause for instant dismissal.

APPENDIX "B"

ATLANTIC REGION

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

Re: 3.02 New Employees

(a) Notwithstanding Article 3.03 the Employer agrees to engage employees through the services of the Council as hereinafter described. The Council shall maintain at a designated office a current List of Persons seeking employment and their qualifications, addresses and telephone numbers. Prior to hiring a new employee, the Employer shall, when possible, contact the designated office and give consideration to hiring the qualified employees on the list. A telephone reference shall be sufficient.

However, the status quo will remain in effect until such time as the Council considers that sufficient members are established in the area to maintain a list of unemployed members.

Re: 3.03

(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 he or she may be employed for a probationary period of thirty (30) days for new employees during which period he may be disciplined or discharged without recourse to the grievance procedure. The foregoing probationary periods may be satisfied by a total of thirty (30) worked days for the same Employer within a period of six (6) consecutive months. Following completion of the probationary period, or within ninety (90) days of the signing of this Agreement, all employees shall be required to apply for membership in one of the affiliated Unions as hereinafter described.

RE: 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.

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

6.03 The normal shifts shall be as follows:

(a) A normal shift will be any shift commencing between the hours of 6:00 a.m. and 12:00 noon as required. There will be a thirty (30) minute unpaid lunch break and a ten (10) minute paid coffee break for each four (4) hours worked.

(b) A Shift Premium of fifteen per cent (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 than described above.

(c) A shift commencing at 10:00 p.m. or later on a given day will be considered to have started on the following day.

(d) On work performed on site as part of new construction or revamp work covered by an on-site building trades agreement, where an employee is required to work on one (1) shift more than five (5) days, if the employee's shift is changed with less than twenty-four (24) hours' notice he shall be paid at the applicable overtime rate for the first shift worked on the new schedule.

Re: Article VII - Overtime

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

Monday through Friday — Time and one-half (1½) shall be paid for the first four (4) hours with double (2x) time thereafter before the addition of shift differential where applicable.

Saturday — Time and one-half (1½) 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) 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 time, the overtime rate shall be double time. 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.

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

7.03 Maximum overtime rates not to exceed one and one-half **(1½)** 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 if that agreement should be amended to provide double **(2x)** time for overtime.

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 each four **(4)** hour intervals thereafter. The employee shall be allowed a thirty **(30)** minute meal break and shall be compensated at the applicable rate of pay.

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 his 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.

When such meals are not provided the employee so affected shall receive a meal allowance in the

amount of seventeen dollars and fifty cents (**\$17.50**) in lieu of such meal but will be entitled to have a coffee break.

Article IX - Expenses, Travel and Standby Time

9.01 When an employee is required to report for work in the Employer's shop he shall not receive any compensation for the time spent in travel to and from his residence.

9.02 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 his normal place of residence and the job, he shall be paid his 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 he was 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 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 his normal place of residence, he shall be paid his regular rate of pay for the time spent in travelling as follows:

(a) Move-in and Move-Out — at the commencement and conclusion of his 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 on a combination of air and taxi transportation. This travel time shall be considered as time worked and overtime rates shall apply where applicable.

(b) Daily Travel — he 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 his own vehicle to and from a job site the time spent in travel shall be considered as time worked.

9.04 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; 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.

9.05 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 at reasonable actual cost
Transportation — substantiated by receipt;
Employee's car -During the first year of this Agreement: thirty cents (30¢) per kilometre. **Effective December 1, 1993—thirty-two cents (32¢) per kilometre.**

No employee shall be discharged for refusing to drive his 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 9.06 or 9.07.

9.06 Room, board and travel expenses for an employee who cannot reasonably return daily to his 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

- (ii) a minimum subsistence allowance of sixty-five dollars (**\$65.00**) per day. Effective December 1, 1993, increase to seventy dollars (**\$70.00**) per day.

The employee may elect (ii) instead of (i) provided he makes communication arrangements satisfactory to the Employer and provided that does not increase the Employers travel time liability.

9.07 On pipeline projects covered under the Collective Agreement between the Pipeline Contractors' Association and United Association where camps are not provided, an employee who cannot reasonably return daily to his normal place of residence will be paid a subsistence allowance actually in effect under the collective agreement between the Pipeline Contractors' Association and the United Association as at November 30, 1992 for the first year of this Agreement and as at November 30, 1993 for the second year of this Agreement. On pipeline projects not covered by said agreement, Article 9.06 shall apply.

9.08 Notwithstanding the provisions of Articles 9.02 and 9.03(b) on pipeline projects the time of men 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 ($\frac{1}{2}$) hour the Employer shall pay the equivalent of one-half ($\frac{1}{2}$) hour at straight time rates for each thirty (30) minutes or portion thereof travelling in excess of thirty (30) minutes.

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

9.10 Notwithstanding the express provisions of Article **9.02** and **9.03** employees when being compensated for the time spent in travel (company or employee's vehicle) shall receive pay computed on straight time rates and the travel time shall not be counted for the purpose of computing overtime. Providing that after a day in which the total hours of work and travel exceed twelve **(12)** hours, the employee shall either stay overnight or be paid time and one-half **(1½)** for return travel hours. The employee has the right to refuse to drive after twelve **(12)** hours in day,

Re: Article XI - Reporting for Work

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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 for each of three **(3)** scheduled days may, commencing with the third day, request and be granted his termination papers.

11.02 An employee reporting for work and commences work and is then sent home by the Employer during his 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 his shift and reports for work and commences work on the second half of his 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.

Re: Article XII - Recognized Holidays

12.01 (a) The holidays shall be as follows:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
1st Monday in August	1 Floater
Labour 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.

12.02 If any of the said holidays falls on other than a working day then the holiday will be celebrated on what would otherwise be the preceding or following working day subject to the customer's requirements.

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

Re: 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)** years 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.

Re: 15.01 - Industry Training Fees and Upgrading

(a) The employer shall contribute twenty-five cents **(25¢)** per hour worked into the Atlantic Region **NDT** Industry Training and Upgrading Fund which shall be a trustee fund with two trustees appointed by management and two trustees appointed by Council. The fund shall be responsible for the payment of the following for employees in the Atlantic Region:

1. Renewal fees.
2. **C.G.S.B.** Application and Examination Fees and **CWB** Certification Fees.
3. Training and upgrading to qualify for the **C.G.S.B.** and **C.W.B.** examinations.

4. 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 needs covered by this trust fund. Should this occur the employer agrees to adjust the rate accordingly. Trustees shall ensure that monies paid out are in relation to submissions on a company/personnel basis.

Re: 16.06 - Pension

The Employer shall contribute one dollar and sixty-five cents (**\$1.65**) per hour earned to the **NDT** Industry Pension Fund. Effective December 1, **1993** this shall increase to one dollar and eighty cents (**\$1.80**) per hour earned.

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

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WAGES

"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.)
C.W.B. Certification (Tech II)
Other Level I or Level II

	<u>Effective</u>	
	Dec.1/92	Dec.1/93
Level II Technician (Technician II-Radiography, Ultrasonics or Eddy Current)		
- with 3 Certificates	\$21.20	\$21.80
- with less than 3 Certificates	19.95	20.55
Level I Technician (Technician 1 -Radiography, Ultrasonics or Eddy Current)		
- with 2 Certificates	17.05	17.50
- with less than 2 Certificates	15.99	16.44
Level II Magnetic Particle and Liquid Penetrant (both)	15.99	16.44
Trainee		
- with 1 Certificate	13.13	13.33
- AECB Operator	12.76	12.96
- no Certificates	10.34	10.54

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.

In no event shall a Trainee (**AECB** Operator) be permitted to perform radiography without supervision of either a Technician I or II at the work location unless he is being paid at Level I rate while doing the work.

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 he shall be paid a premium of one dollar (**\$1.00**) per hour over his regular rate 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 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.

Isolation Pay

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Hourly rates of wages for employees covered by this Agreement when employed north of 60 degrees latitude shall be One Dollar and Fifty Cents (\$1.50) per hour higher than those provided in Article X.

LETTER OF UNDERSTANDING

BETWEEN:

NDT MANAGEMENT ASSOCIATION

-AND-

QUALITY CONTROL COUNCIL OF CANADA

Re: Enabling Agreement — Atlantic Canada

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 **Q.C.C.C.** and the **N.D.T.M.A.** when they deem it prudent.

NDT MANAGEMENT
ASSOCIATION

QUALITY CONTROL
COUNCIL OF CANADA

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX "C"
CENTRAL REGION

The following conditions shall apply to work performed in the provinces of Quebec and Ontario. Notwithstanding other clauses of the Agreement or Appendix C the Agreement shall not apply to work performed in Quebec unless the QCCC has given notice to the NDTMA of a Quebec agreement at least three (3) months prior to the time such work was bid.

Re: 3.02 New Employees

(a) Notwithstanding Article 3.03 the Employer agrees to engage employees through the services of the Council as hereinafter described. The Council shall maintain at a designated office a current List of Persons seeking employment and their qualifications, addresses and telephone numbers. Prior to hiring a new employee, the Employer shall, when possible, contact the designated office and give preference to hiring the qualified employees on the list. A telephone reference shall be sufficient.

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(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 he or she may be employed for a probationary period of thirty (30) days during which period he may be disciplined or discharged without recourse to the griev-

8/20/30

ance procedure. The foregoing probationary period may be satisfied by a total of thirty (30) days worked for the same Employer within a period of six (6) consecutive months. Following completion of the probationary period, or within ninety (90) days of the signing of this Agreement, all employees shall be required to apply for membership in one of the affiliated Unions as hereinafter described.

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Re: 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.

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

6.03 The normal shifts shall be as follows:

(a) A normal shift will be any shift commencing between the hours of 6:00 a.m. and 12:00 noon as required. There will be a thirty (30) minute unpaid lunch break and a ten (10) minute paid coffee break for each four (4) hours worked.

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401500 (b) 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 than described above.

(c) On work performed on site as part of construction or revamp work covered by an on-site building trades agreement, where

an employee is required to work on one (1) shift for more than five (5) days, if the employee's shift is changed with less than twenty-four (24) hours' notice he shall be paid at the applicable overtime rate for the first shift worked on the **new** schedule.

Re: Article VII - Overtime

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

$\frac{37.0}{4}$

Monday through Friday — Time and one-half (1½) shall be paid for the first four (4) hours with double (2x) time thereafter before the addition of shift differential where applicable.

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Saturday — Time and one-half (1½) 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.

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

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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 time, the overtime rate shall be double time.

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

7.03 Maximum overtime rates not to exceed one and one-half (1½) 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 if that agreement should be amended to provide double (2x) time for overtime.

7.04 When an employee works more than ten (10) hours and upon completion of each continuous four (4) hours' work thereafter a meal allowance of seventeen dollars and fifty cents (\$17.50) and a ten (10) minute coffee break shall be paid to him unless a meal (hot when possible) and a beverage has been provided.

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It is agreed that Article 7.04 does not apply to pipeline work or to work where an employee has been told prior to his 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 When an employee is required to report for work in the Employer's shop he shall not receive any

compensation for the time spent in travel to and from his residence.

9.02 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 his normal place of residence and the job, he 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 he is 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 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 his normal place of residence, he shall be paid for the time spent in travelling as follows:

- (a) Move-in and Move-Out — at the commencement and conclusion of his 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 on a combination of air and taxi transportation.
- (b) Daily Travel — he 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 his own vehicle to and from a job site the time spent in travel shall be considered as time worked.

9.04 Notwithstanding the express provisions of Article 9.02 and 9.03 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 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 (1½).
- (ii) Saturday, Sunday and Holidays — all travel time shall be paid at time and one-half.

- (iii) The foregoing shall apply to both driver and passenger.
- (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 where approved in writing by the customer; 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, provided that 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:

- Public Transportation — at reasonable actual cost substantiated by receipt:
- Employee's car — During the first year of this Agreement thirty cents (~~30¢~~) per kilometre. During the second year of this Agreement thirty-two cents (~~32¢~~) per kilometre.

No employee shall be discharged for refusing to drive his 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 his normal place of residence shall be paid as follows:

- (a) Camp accommodation, where provided except that the past practice in Ontario will be continued whereby employees may opt out of camp accommodation and receive the subsistence allowance instead.

Except as defined in the following, subsistence allowance shall be paid for waiting time, inclement weather or a Paid Holiday.

An employee shall forfeit subsistence allowance for absenteeism on any working days. When an employee is absent on the working day immediately preceding or following bad weather days or Paid Holidays, he shall forfeit subsistence allowance for such absenteeism and for the bad weather days or Paid Holidays. When Saturday is not a working day and an employee is absent on Friday when work is available, he shall forfeit subsistence allowance for Friday and for Saturday. When Sunday is not a working day and an employee is absent on Monday when work is available, he shall forfeit subsistence allowance for Sunday and Monday.

The above forfeiture of subsistence allowance shall be waived when the employee's absenteeism on any working day or on Friday and/or Monday, as outlined above, is due to a bona fide illness or absence is due to compassionate grounds satisfactory to the Employer and the Council.

Forfeiture of subsistence allowance may also be waived in other cases if the reason for absenteeism is acceptable to the Employer.

(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

(ii) a minimum subsistence allowance of:

Effective **Dec 1/92** - **\$51.00** per night spent in hotel plus
- **\$36.00** per working day for meals.

Effective Dec. **1/93**- **\$53.00** per night spent in hotel plus
- **\$37.00** per working day for meals.

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

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 his normal place of residence for such days.

9.09 Notwithstanding the provisions of Articles 9.02 and 9.03(b) on pipeline projects the time of men 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 ($\frac{1}{2}$) hour the Employer shall pay the equivalent of one-half ($\frac{1}{2}$) hour at straight time rates for each thirty (30) minutes or portion thereof travelling in excess of thirty (30) minutes.

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

Re: 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 for each of three (3) scheduled days may, commencing with the third day, request and be granted his termination papers. ^{4/6}₀₄

11.02 An employee who reports for work and commences work and is then sent home by the Employ-

er during his 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 his shift and reports for work and commences work on the second half of his shift and is then sent home by the Employer shall receive not less than eight (8) hours' pay for the entire shift. This paragraph shall apply to work performed on site as part of construction or revamp work covered by an on-site building trades agreement.

Re: Article XII - Recognized Holidays

12.01 (a) The holidays shall be as follows:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
1 st Monday in August	1 Floater
Labour 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.

12.02 If any of the said holidays falls on other than a working day then the holiday will be celebrated on what would otherwise be the preceding or following working day subject to the customer's requirements.

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

Re: Article XIII - Vacation Pay

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

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

Re: 15.01 - Industry Training Fees and Upgrading

The employer shall contribute twenty-five cents (25¢) per hour worked into the Central Region NDT Industry Training and Upgrading Fund which shall be a trusteed fund with two trustees appointed by management and two trustees appointed by the Council. The Fund shall be responsible for the payment of the following for employees in the Central Region;

1. **C.G.S.B.** Application and Examination Fees, **CWB** Certification Fees and renewal fees,
2. Training and upgrading to qualify for the **C.G.S.B.** and **CWB** examinations.
3. or any other expense approved by the Trustees as set out in the Trust Agreement.

In order to qualify for any of the above the employee 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 needs covered by this trust fund. Should this occur the employer agrees to adjust the rate accordingly. Trustees will ensure that monies paid out are in relation to **submission** on a company/personnel basis.

Re: 16.06 - Pension

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The Employer shall contribute two dollars (\$2.00) per hour earned to the **NDT** Industry Pension Fund.

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

Re: 17.05

The Employer and the employee will comply with safety conditions of the radioisotope licences issued by the Atomic Energy Control Board.

WAGES

"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.**)
- C.W.B.** Certification (Tech II)
- Other Level I or Level II

Hourly Rates	<u>Effective</u>	
	Dec. 1/92	Dec. 1/93
Level II Technician (Technician II-Radiography, Ultrasonics or Eddy Current)		
- with 3 Certificates	\$24.55	\$25.35
- less than 3 Certificates	23.10	23.85
Level I Technician (Technician I-Radiography, Ultrasonics or Eddy Current)		
- with 2 Certificates	19.92	20.58
- less than 2 Certificates	18.67	19.29 <i>base</i>
Level II Magnetic Particle & Penetrant (both)		
	18.67	19.29
Trainee		
- with 1 Certificate	15.73	16.26
- AECB Operator	15.31	15.83
- no Certificates	11.84	12.26

Unchargeable Time Rate — 80% of the rate to which the employee would otherwise be entitled.

In no event shall a Trainee (AECB Operator) be permitted to perform radiography without supervision of either a Technician I or II at the work location unless he is being paid at the Level I rate while doing the work.

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

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 he shall be paid a premium of one dollar (\$1.00) per hour over his regular rate 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 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.

Isolation Pay

Hourly rates of wages for employees covered by this Agreement when employed north of 60 degrees latitude shall be One Dollar and Fifty Cents (\$1.50) per hour higher than those provided in Article X.

LETTER OF INTERPRETATION

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 **eighty-seven dollars (\$87.00)** [Ninety dollars **(\$90.00)** effective December 1, 1993] 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 he does not stay in a hotel. Where the total hours worked and travelled 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:

Effective:	December 1/92	December 1/93
- breakfast	\$8.00	\$8.00
- lunch	\$11.00	\$11.00
- dinner	\$17.00	\$18.00

[As an example for 1992, 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 - eighty-seven dollars **(\$87.00)**
- Day 2 - eighty-seven dollars **(\$87.00)**
- Day 3 - eleven dollars **(\$11.00)** for lunch]

LETTER OF UNDERSTANDING

Between:

NDT MANAGEMENT ASSOCIATION

- AND -

QUALITY CONTROL COUNCIL OF CANADA

Re: Enabling Agreement — Ontario and Quebec

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 **Q.C.C.C.** and the **N.D.T.M.A.** when they deem it prudent.

NDT MANAGEMENT
ASSOCIATION

QUALITY CONTROL
COUNCIL OF CANADA

APPENDIX "D"

PRAIRIE REGION

The following conditions shall apply to work performed in the provinces of Manitoba, Saskatchewan and Alberta and in the Northwest Territories.

PARTIES

In respect to the province of Alberta, the Quality Control Council of Canada is signatory to the attached Agreement on behalf of Boilermakers' Lodge **146**, United Association, Local **496** and United Association Local **488** which are jointly deemed to be the union party.

2.01 Scope

Recognizing that it is within the interests of all the parties hereto that this Agreement shall not be subverted by spin-offs or successor employers, this Agreement shall be effective and binding upon any employer or any other person, firm or corporation or joint venture owned or financially controlled by a signatory employer. 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 in a manner so as to be related to or associated with a signatory employer, or be under the common control and direction of one or more parties, either directly or indirectly, who may be found under the terms of this clause, the broad-

est possible construction shall be placed upon it, so as to achieve the intended purpose of curtailing spin-offs or successor employers.

ARTICLE III - UNION SECURITY

3.01 (a) The Employer shall, as a condition of employment, deduct monthly from each employee's pay the amount of regular dues in the amount established by the Council. For the purpose of applying this clause, deductions will be made from the first paycheque issued each month.

3.01 (b) The Employer shall, in addition to the regular dues mentioned in (a) above, deduct monthly from each employee's pay working dues in the amount of one and one-half per cent (1½%) of the employee's gross earnings.

Re: 3.02 - New Employees

(a) Notwithstanding Article 3.03, the Employer agrees to engage employees through the services of the Council as hereinafter described. The Council shall maintain at a designated office a current list of persons seeking employment and their qualifications, addresses and telephone numbers. Prior to hiring a new 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.

(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, fol-

lowing 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, he or she may be employed for a probationary period of thirty (30) days worked for the same Employer within a period of six (6) consecutive months. Following completion of the probationary period, or within ninety (90) days of the signing of this Agreement, all employees shall be required to apply for membership in one of the affiliated Unions as hereinafter described.

Re: 4.04(b) Add:

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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.

Re: 5.03

The Steward shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified. When any part of a crew is required to perform work on overtime or on bad weather days, and the Steward has been performing the type of work involved during the preceding regular shift, he shall

be included in such required overtime or bad weather working time.

Re: 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 The normal shifts shall be as follows:

- (a) Day shift shall be from 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid break for lunch and two (2) ten (10) minute paid coffee breaks;
- (b) Afternoon shift shall be from 4:00 p.m. to 12:30 a.m. with a thirty (30) minute unpaid break for lunch and two (2) ten (10) minute paid coffee breaks;
- (c) Night shift shall be from 12:00 midnight until 8:30 a.m. with a thirty (30) minute unpaid break for lunch and two (2) ten (10) minute paid coffee breaks;
- (d) The foregoing shift starting and stopping times may be adjusted by not more than two (2) hours;
- (e) A shift premium of fifteen per cent (15%) of the employee's straight time base rate shall be added to the wages otherwise earned for all hours worked on an afternoon shift or an evening shift; and

- (f) On work performed on site as part of new construction or revamp work covered by an on-site building trades agreement, where an employee is required to work one (1) shift for more than five (5) days, if the employee's shift is changed with less than twenty-four (24) hours, notice he shall be paid at the applicable rate for the first shift worked on the new schedule.

Re: Article VII - Overtime

7.01 Overtime work performed shall be paid at double (2x) time rates, except as set out in the conditions below:

- (i) 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 said Agreement shall apply notwithstanding Article 7.03;
- (ii) 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;
- (iii) Where access to the job is not limited to employees covered by a collective agreement, the overtime rates will be in accordance with the following:

Monday through Friday - Time and one-half (1½) shall be paid for the first four (4) hours with double (2x) time thereafter before the addition of shift differential where applicable.

Saturday - Time and one-half (1½) 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 If an employee is required by the Employer to return to work before an eight (8) hours break occurs, he will be paid the applicable overtime rate.

7.03 Maximum overtime rates not to exceed one and one-half (1½) 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 if that agreement should be amended to provide double (2x) time for overtime.

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 each four (4) hour intervals thereafter. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the applicable rate of pay. When such meals are not provided, the employee affected shall receive an amount of seventeen dollars and fifty cents (\$17.50) in lieu of the foregoing.

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 his 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 expenses 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 When an employee is required to report for work in the Employer's shop, he shall not receive any compensation spent for the time spent in travel to and from his residence.

9.02 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 his normal place of residence and the job, he 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 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.

Travel Free Zone

For the purpose of calculating travel time, the City of Edmonton and the City of Calgary shall be considered travel free zones for the purpose of the initial and final trip for the day provided the said initial and final trip are outside of the regular working hours as defined in Article VI.

9.03 When an employee is required to report for work to a job away from the Employers shop and the job is located in an area where the employee can not reasonably commute daily to his normal place of residence, he shall be paid his regular rate of pay for the time spent in travelling as follows:

- (a) Move-in and Move-out - at the commencement and conclusion of his work on the project, for travelling time from the Employers shop or agreed point of hire, as the case may be, to a maximum of eight (8) hours per day. The travel time shall be considered

as time worked and overtime rates shall apply where applicable.

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

When an employee is moving the Employer's vehicle to and from a job site, the time spent in travel shall be considered as time worked.

9.04 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; 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.

9.05 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;
Employee's car -	thirty cents (30¢) per kilometre. (Effective May 1, 1994 thirty-two cents (32¢).)

No employee shall be discharged for refusing to drive his 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 9.06 or 9.07.

9.06 Room, board and travel expenses for an employee who can not reasonably return daily to his 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
 - (ii) a minimum subsistence allowance of sixty-five dollars (**\$65.00**) per day. Effective May 1, 1993 this allowance shall be increased to seventy dollars (**\$70.00**) per day; effective May 1, 1994 seventy-five dollars (**\$75.00**).

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

9.07 On pipeline projects which are covered under the Collective Agreement between the Pipeline Contractors' Association and the United Association where camps are not provided, an employee who can not reasonably return daily to his normal place of residence will be paid a subsistence allowance actually in effect under the Collective Agreement between the Pipeline Contractors' Association and the United Association as at November 20, 1992 for the first year of this Agreement. On pipeline projects not covered by said Agreement, Article 9.06 shall apply.

9.08 On pipeline projects, the time of the men 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.

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

9.10 Notwithstanding the express provisions of Article 9.02 and 9.03, employees when being compensated for time spent in travel (company or employee's vehicle), shall receive pay computed on straight time rates and travel time shall not be counted as time worked for the purpose of computing overtime.

Providing that after a day in which the total hours of work and travel exceed twelve (12) hours, the employee shall either stay overnight or be paid time and one-half (1½) for return travel hours. The employee has the right to refuse to drive after twelve (12) hours in a day.

Re: 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 for each of three (3) scheduled days may, commencing with the third day, request and be granted his termination papers.

11.02 An employee who reports for work and commences work and then is sent home by the Employer during his 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 his shift and reports for work and commences work on the second half of his shift and is then sent home by the Employer shall receive not less than eight (8) hours' pay for the entire shift.

Re: Article XII - Recognized Holidays

12.01(a) 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	Boxing Day

1 Floater in Manitoba, Saskatchewan and North West Territories; Family Day in Alberta

(b) Payment for such holidays shall be by way of an addition of four per cent (4%) of gross earnings paid on each paycheque.

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

12.02 If any of the said holidays falls on other than a working day then the holiday will be celebrated on what would otherwise be the preceding or following working day subject to the customers requirements.

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

Re: 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 per cent (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.

Re: 15.01 - industry Training Fees and Upgrading

- (a) The Employer shall contribute twenty-five cents (~~25¢~~) per hour worked into the Prairie Region NDT Industry Training and Upgrading Fund which shall be a trustee fund with two trustees appointed by management and two trustees appointed by the Council. The fund shall be responsible for the payment of:
1. All employees' renewal fees;
 2. C.G.S.B. Application and Examination Fees and CWB Certification Fees;
 3. training and upgrading to qualify for the C.G.S.B. and CWB examinations;
 4. or any other expenses 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.

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

Re: 16.06 - Pension

The employer shall contribute two dollars (\$2.00) per hour earned to the NDT Industry Pension Fund. Effective May 1st, 1993, this shall increase to two dollars twenty-five cents (\$2.25) per hour earned, and

effective May 1 st, 1994, this shall increase to two dollars fifty cents (\$2.50) per hour earned.

Re: Article XVIII - Grievance Procedure and Arbitration

18.01 It is the spirit and intent of this Agreement to adjust grievances promptly. All grievances that may arise on any work covered by this Agreement must be filed in writing at Step. No. 2 within fifteen (15) days of the incident and shall be handled in the following manner:

18.02 Step No. 1 Between the aggrieved employee and/or his 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.

18.03 Step No. 2 Between the aggrieved employee, his 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.

18.04 If a difference arises between the parties to or persons bound by this Collective Agreement as to the interpretation, application, operation or contravention or alleged contravention of this Agreement or as to whether such a difference can be the subject of arbitration, the parties agree to meet and endeavour to resolve the difference.

18.05 If the parties are unable to resolve a difference referred to in Article 18.04, either party shall, within fifteen (15) days, notify the other in writing of its desire to submit the difference to arbitration.

18.06 The notice referred to in Article 18.05 shall:

- (i) contain a statement of the difference, and
- (ii) indicate the proposed arbitrator.
- (iii) The parties agree that the following shall comprise the list of acceptable arbitrators who shall be used in rotation unless the parties agree to an individual on the list: Glen Power, George Anderson, Allan Beat-
tie.

18.07 The parties shall notify the arbitrator of his appointment.

18.08 The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.

18.09 The arbitrator shall inquire into the difference and issue an award in writing and the award is final and binding on the parties and every employee affected by it.

18.10 The parties agree to share equally the expenses of the arbitrator.

18.11 Except as permitted in Article 18.12, the arbitrator shall not alter, amend or change the terms or conditions of the Collective Agreement.

the arbitrator by his award determines whether the Employer has been discharged or otherwise discharged for cause and the Collective Bargaining Agreement does not contain a specific penalty for the discharge, the arbitrator shall substitute any penalty for the discharge or other discipline to him seems just and reasonable in all the circumstances.

Re: 27.01- Term

Notwithstanding Article 27.01, this Agreement shall be effective for the Prairie Region only from May 1, 1993 to and including April 30, 1995 and shall continue in force from year to year thereafter unless in any year not more than sixty (60) days, and not less than thirty (30) days, before the date of its termination, either party shall furnish the other with notice of termination or proposed revision of this Agreement.

WAGES

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

- Aircraft Structures
- Other Junior (Tech. I)
- Magnetic Particle (Tech. II - M.P.)
- Liquid Penetrant (Tech. II - L.P.)
- C.W.B. Certification (Tech. II)

	May 1 <u>1993</u>	May 1 <u>1994</u>
Level II Technician (Technician II— Radiography, Ultrasonics or Eddy Current)		
- plus 2 Certificates	\$23.66	\$24.11
- less than 2 Certificates	22.02	22.47
Level I Technician (Technician I— Radiography, Ultrasonics or Eddy Current)		
- plus 1 Certificate	18.11	18.56
- less than 1 Certificate	17.00	17.45
AECB Operator	13.95	14.20
Trainee	11.10	11.35

Unchargeable Time — 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, he will not lay off employees for the reason that they are overqualified.

AECB Operators shall be employed at a ratio of not more than one AECB Operator for each technician in the bargaining unit.

MPI and LPI Level II to be paid at least equivalent of Level I with no certificates.

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

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

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 he shall be paid a premium of one dollar (\$1.00) per hour over his regular rate.

Where an employee in a shop has been designated responsibility for making work assignments to other employees he shall be paid a premium of one dollar (\$1.00) per hour over his regular rate.

On a project where an employee is assigned the responsibility for directing a crew and keeping records far same, he shall be paid a premium of one dollar (\$1.00) per hour over his regular rate. 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 in the same manner as previously without being appointed as supervisors. The responsibili-

ty to interpret film for other technicians on a site does not necessarily mean that a supervisor's rate applies.

Isolation Pay

Hourly rates of wages for employees covered by this Agreement when employed north of 60° latitude shall be one dollar and fifty cents (\$1.50) per hour higher than those provided in Article X.

NDT MANAGEMENT
ASSOCIATION

QUALITY CONTROL
COUNCIL OF CANADA

LETTER OF INTERPRETATION

The undersigned parties agree to the following interpretation of Article 9.06(b)(ii) for the Prairie Region,

The subsistence allowance under the circumstances of Article 9.06(b)(ii) shall be seventy dollars (\$70.00) 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 he does not stay in a hotel. Where the total hours worked and travelled 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 | \$8.00 |
| - lunch | \$10.00 |
| - dinner | \$17.00 |

[As an example for 1992, 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 - seventy dollars (\$70.00)
- Day 2 - seventy dollars (\$70.00)
- Day 3 - ten dollars (\$10.00) for lunch]

LETTER OF UNDERSTANDING

BETWEEN:

NDT MANAGEMENT ASSOCIATION

- AND -

QUALITY CONTROL COUNCIL OF CANADA

Re: ENABLING AGREEMENT-PRAIRIE REGION

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 **Q.C.C.C.** and the **N.D.T.M.A.** when they deem it prudent.

NDT MANAGEMENT
ASSOCIATION

QUALITY CONTROL
COUNCIL OF CANADA

APPENDIX "E"

PACIFIC REGION

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

Re 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 ultrasonics, 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.

Re: 3.02 New Employees

Notwithstanding Article **3.03** the Employer agrees to engage employees through the services of the Council as hereinafter described. The Council shall maintain at a designated office a current computer list of all Quality Control members who are working or seeking employment. This list will include all their qualifications, addresses, telephone numbers and union affiliation. Prior to hiring employee(s), the Employer shall refer to this list and shall select the required employees therefrom provided they have the necessary qualifications and notify the Union of the names **selected** by the Employer. The Union shall issue a clearance slip for those employee(s) selected.

Re: 3.03

Where members of the Union are not available as per Article **3.02**, 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 he or she may be employed for a probationary

period of thirty **(30)** days during which period he may be disciplined or discharged without recourse to the grievance procedure. The foregoing probationary period may be satisfied by a total of thirty **(30)** days worked for the same Employer within a period of six **(6)** consecutive months. Following completion of the probationary period, or within ninety **(90)** days of the signing of this Agreement, all employees shall be required to apply for membership in one of the affiliated Unions as hereinafter described.

Re: 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.

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

6.03 The normal shifts shall be as follows:

- (a)** Day Shift shall be from **8:00** a.m. to **4:30** p.m. with thirty **(30)** minutes unpaid break for lunch and two **(2)** ten **(10)** minute paid coffee breaks.
- (b)** Afternoon shift shall be from **4:00** p.m. to **12:30** a.m. with a thirty **(30)** minute unpaid break for lunch and **two (2)** ten **(10)** minute paid coffee breaks.
- (c)** The foregoing shift starting and stopping times may be adjusted by not more than **two (2)** hours.

- (d) The starting time for night shift shall be any time between the hours of 9:00 p.m. and 4:00 a.m.

When an employee is requested to work night shift he shall be guaranteed a minimum of eight (8) hours' pay plus fifteen percent (15%) shift differential with a minimum of four (4) hours at chargeable rate.

- (e) A shift premium of fifteen percent (15%) of the employee's straight time base rate shall be added to the wages otherwise earned for all hours worked on an afternoon shift or an evening shift.

- (f) On work performed on site as part of new construction or revamp work covered by an on-site building trades agreement, where an employee is required to work on one (1) shift for more than five (5) days, if the employee's shift is changed with less than twenty-four (24) hours' notice he shall be paid at the applicable overtime rate for the first shift worked on the new schedule.

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

9 hour shifts: Days — 10½
 Nights — 12

10 hour shifts: Days — 13
 Nights — 16

12 hour shifts: Days — 16

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 supercedes items (a) to (e) inclusive.

Re: Article VII - Overtime

7.01 Overtime work performed shall be paid at double (2x) time rates, except as set out in the conditions below:

- (i) 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 said Agreement shall apply notwithstanding Article 7.03.
- (ii) 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.

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

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

7.03 Maximum overtime rates not to exceed one and one-half (1½) 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 if that agreement should be amended to provide double (2x) time for overtime.

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. When such meals are not provided the employee affected shall receive twenty dollars (\$20.00) in lieu of the foregoing.

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 his 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 When an employee is required to report for work in the Employer's shop he shall not receive any compensation for the time spent in travel to and from his residence.

9.02 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 his normal place of residence and the job, he shall be paid his 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 Employers 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 thirty cents ~~(30¢)~~ per kilometer from the Free Zone to the customers premises.

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

Free Zone:

The City of Vancouver, the Municipality of **Burnaby** west of Willingdon Avenue, the University Endowment Lands including the site of the University of British Columbia.

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

9.03 When an employee is sent by an employer to a job site or is dispatched from the hiring board to a job site, he 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 local 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 his normal place of residence, he shall be paid his regular rate of pay for the time spent in travelling as follows:

- (a) Move-in and Move-Out
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 and conclusion of his 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 Employers shop or agreed point of hire upon the conclusion of his work on the project, he shall be entitled to his out-of-town subsistence for that day and will return as directed, on straight time.

- (b) Daily Travel
Employees shall travel to and from the assigned living accommodations on the Employer's time, **except** on the twelve (12) hour scheduled shift (see Article 6.03(g)).
- (c) All employees shall be paid Travel Time as per Travel Time Table.

Return Travel Time to:

Castlegar	8 hours
Crofton	10 hours
Elk Falls	7 hours
Fort Nelson	15 hours
Gold River	15 hours
Harmac	8 hours
Hudson Hope	15 hours
Kamloops	8 hours
Kitimat	8 hours
MacKenzie	15 hours
Woodfibre	4 hours
Port Alberni	12 hours
Port Alice	10 hours
Port Mellon	8 hours
Powell River	6 hours
Prince George	8 hours



Prince Rupert 9 hours
Quesnel 8 hours
Skookumchuk 10 hours
Fort St. John 9 hours

Where no meals are supplied, all employees are entitled to a ten dollar (\$10.00) meal allowance when one way travel is four (4) or more hours plus any taxi and limousine expenses on both ends on all trips.

When an employee's return travel to the Employer's shop is delayed through no fault of his own, following the completion of a project, he shall be paid a standby day (eight (8) hours at straight time) for each twenty-four (24) hour delay.

- (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. This travel time pay will change to time and one-half (1½) if so changed in the Boilermaker Contractors Association Agreement.

9.04 A standby day is a day for which work was scheduled, (under Article 9.03 -out of town work) but not

performed at the direction of the customer, therefore the employee shall be paid eight (8) hours pay at his chargeable rate, overtime to be paid for Saturdays, Sundays, and Holidays.

9.05 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;

Employee's car — thirty cents (30¢) per kilometer.

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

No employee shall be discharged for refusing to drive his 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 9.06 or 9.07.

9.06 Room, board and travel expenses for an employee who cannot reasonably return daily to his 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 room and board as follows:

(i) in a customarily acceptable hotel or commercial lodging; or

(ii) a minimum subsistence allowance of seventy dollars (\$70.00) per day.

The L.O.A. rate will change to reflect the amount negotiated by the Boilermakers Contractors Association of B.C., on notification by the B.C.A. of their agreed settlement.

The employee may elect (ii) instead of (i) provided he makes communication arrangements satisfactory to the Employer and provided that does not increase the Employers travel time liability.

9.07 On pipeline projects where camps are not provided an employee who cannot reasonably return daily to his normal place of residence will be paid a subsistence allowance of seventy-five dollars (\$75.00) per day.

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.

9.08 Notwithstanding the provisions of Articles **9.02** and **9.03(b)** on pipeline projects the time of men 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.

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

9.10 Period 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 he actually returns to his place of departure. Living-out-allowance shall not be paid during leave periods.

Re: Article X - Classifications, Wages, and Premiums

10.01 Classifications
'Certificates' shall mean a CGSB Certificate in any of the following:
Aircraft Structures
Other (Tech I)
Magnetic Particle (Tech II - M.P.)

Liquid Penetrant (Tech II - L.P.)
 Eddy Current (Tech II - E.C.)
 C.W.B. Certification (Tech II)
 A.E.C.B. Operator Certificate (for Trainees only)

WAGES

. Effective .
 Dec.1/92 Dec.1/93

Technician Level I or Level II

Technician II - Radiography or
 Ultrasonics or Eddy Current
 Level II

- plus 2 Certificates	\$24.32	\$25.38
- less than 2 Certificates	22.56	23.55
- Unchargeable time	19.46	20.30

Technician I

Radiography Level I
 Ultrasonics Level I
 M.P. & L.P. Level II

- plus 1 Certificate	20.63	21.54
- less than 1 Certificate	19.04	19.89
- Unchargeable time	17.39	17.39

Trainee

- with 1 Certificate	17.58	18.37
- other trainee	16.70	17.46
- Unchargeable time	16.17	16.17

Visual Inspectors notwithstanding NDT Certifications

1. C.W.B. certified Level III	22.56	23.55
Unchargeable	18.83	18.84
2. C.W.B. certified Level II	20.63	21.54
Unchargeable	17.39	17.39

3.	C.W.B. certified Level I	19.04	19.89
	Unchargeable	17.39	17.39
4.	No Certificate	16.70	17.46
	Unchargeable	16.17	16.17
	Stress Relief Technician II	24.32	25.38
	Unchargeable	19.46	20.30
	Stress Relief Technician I	20.63	21.54
	Unchargeable	17.39	17.39

All unchargeable time will be at 80% of the top rate for each category. No reductions will occur in unchargeable rates below 1991 unchargeable rates.

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 E rate.

10.02 Stress Relief Crew:

a) It is understood that some small and/or short duration projects may only require a single man per shift. Such projects must have a minimum of one (1) Technician II per project.

b) Larger projects requiring more than one man per shift shall have a minimum of one (1) Stress Relief Technician II for each shift.

10.03 Premium for Record Keeping

(a) Where an employee in a shop has been designated responsible for making work assignments to

other employees he shall be paid a premium of two dollars (\$2.00) per earned hour over his 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, he shall be paid a premium of two dollars (\$2.00) per earned hour over his 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 three dollars (\$3.00) per earned hour over his regular rate for the time spent on that project.

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 Fifty Cents (\$1.50) per hour higher than those provided in Article X.

10.06 Trainee (AECB) Operator

Trainee (AECB) Operator: In no event shall a Trainee (AECB) Operator be permitted to perform radiography without supervision of either a Technician I or II at the work location.

Trainee (AECB) Operators shall be employed at a ratio of not more than one AECB Operator for each technician at each work site.

When an AECB Operator is operating the exposure device without the direct visual supervision of a qualified technician he shall receive the rate of pay of a Level I.

Re: 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 for each of three (3) scheduled days may, commencing with the

third day, request and be granted his termination papers.

11.02 An employee reporting for work and commences work and is then sent home by the Employer during his 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 his shift and reports for work and commences work on the second half of his shift and is then sent home by the Employer shall receive not less than eight (8) hours' pay for the entire shift.

Re: 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.

12.02 If any of the said holidays falls on other than a working day then the holiday will be celebrated on what would otherwise be the preceding or following working day subject to the customer's requirements.

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
3rd Monday in February	Friday preceding Labour Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Empire Day	Remembrance Day
Canada Day	Christmas Day
Friday preceding B.C. Day	Boxing Day

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

Re: 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) years 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.

Re: 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.

Re: 15.01 - Industry Training, Upgrading and Rehabilitation Fund

The employer shall contribute twenty-seven cents (**27¢**) per hour worked into the Pacific Region **NDT** Industry Fund which shall be a trustee fund with two trustees appointed by management and two trustees appointed by the Council. The fund shall be responsible for the payment of:

1. **C.G.S.B.** and **C.W.B.** renewal fees.
2. **C.G.S.B.** and **C.W.B.** Application Examination Certificate Fees, upon successful completion of both written and practical exams.
3. Upon prior approval of the Trustees, training and upgrading to qualify for the **C.G.S.B.** and **C.W.B.** examinations.
4. Two cents (**\$0.02**) per hour will be directed to the **trustess** of the B.C. Construction Industry Rehabilitation Fund.
5. or any other expense approved by the Trustees as set out in the Trust Agreement.

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 needs covered

by this trust fund. Should this occur the employer agrees to adjust the rate accordingly.

Re: 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 his own time and pays his own expenses and successfully completes this exam or exams he shall be paid for all time lost and out-of-pocket expenses providing the exams are in the Province of B.C.

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

Re: 16.06 - Pension

The Employer shall contribute two dollars and seventy-five cents (**\$2.75**) per hour earned to the **NDT** Industry Pension Fund.

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

All breakage from **BC** employees to go to B.C. members.

Re:17.04 — Safety

When safety conditions warrant, the employees shall have proper assistance or vigilance from other persons.

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 non-destructive testing industry. All persons so designated shall be members of the **Q.C.C.C.**

Re: 27.02 - Duration

Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties of the Agreement shall show intent to commence negotiations. During the period of negotiations, this Agreement shall continue in full force and effect.

NDT MANAGEMENT
ASSOCIATION

QUALITY CONTROL
COUNCIL OF CANADA

APPENDIX "F"

TEMPORARY PIPELINE AGREEMENT

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

SCOPE

This Temporary Agreement's conditions and wages will apply for all **NDT** work performed on mainline pipeline construction work in the Pacific, Prairie and Central Regions covered under the Collective Agreement between the Pipeline Contractors Association and the United Association in the Prairie and Central Regions.

EXPENSES

On work covered by this Temporary Agreement where camps are not provided an employee who cannot reasonably return daily to his normal place of residence will be paid a subsistence allowance of Ninety-Five dollars (**\$95.00**) per day during the first year of this Agreement, and in the second year, shall receive One Hundred dollars (**\$100.00**) per day.

OVERTIME

The overtime conditions actually in effect under the Collective Agreement between the Pipeline Contractors Association and the United Association as of November **30th, 1992**, will apply for the first year of this Temporary Agreement, and as of November **30th, 1993**, will apply for the remaining term of the this Agreement.

TERM OF THIS AGREEMENT

Central Region - December 1, 1992 to November 30, 1994.

Prairie Region - May 1, 1993 to April 30, 1995.

Pacific Region - December 1, 1992 to November 30, 1994.

WAGES

Central Region

<u>Classification</u>	<u>Dec.1/92</u>	
Project Supervisor, Level II Technician		
\$1.00/hr. over the Level II Technician rate		
Front End Level II Technician		
(includes Poor Boy unit)	\$26.70	\$28.50
Tie-In Repairs Level II Technician	25.68	27.46
Level I Technician	19.53	21.13
Crawler Maintenance Technician	19.53	21.13
Trainee - AECB Operator	16.96	18.49
Trainee - Helper	14.40	15.86

Unchargeable Time at the job site — 80% of the rate to which the employee would otherwise be entitled.

No premiums for additional certificates.

Prairie Region

<u>Classification</u>	<u>May.1/93</u>	<u>May.1/94</u>
Project Supervisor, Level II Technician		
\$1.00/hr. over the Level II Technician rate		
Front End Level II Technician		
(includes Poor Boy unit)	\$26.70	\$28.50
Tie-In Repairs Level II Technician	25.68	27.46
Level I Technician	19.53	21.13
Crawler Maintenance Technician	19.53	21.13

Temporary Pipeline Agreement

Trainee - AECB Operator	16.96	18.49
Trainee - Helper	14.40	15.86

Unchargeable Time at the job site — 80% of the rate to which the employee would otherwise be entitled.

No premiums for additional certificates.

LETTER OF UNDERSTANDING

Re: **Temporary Pipeline Agreement - Atlantic Canada**

It is understood and agreed by both parties to this Letter that should a mainline pipeline project covered under the Collective Agreement between the Pipeline Contractor's Association and the United Association be constructed during the term of the current collective agreement in the Atlantic Region, then the same terms and conditions (including wages) will be implemented by all signatory contractors as agreed in the Prairie and Central Regions. This Letter shall form part of the Collective Agreement and shall terminate on November 30, 1994.

Dated this 1st day of December, 1992.

NDT MANAGEMENT
ASSOCIATION

QUALITY CONTROL
COUNCIL OF CANADA

_____	_____
_____	_____
_____	_____

LETTER OF UNDERSTANDING

RE: MINIMUM CONTRIBUTION BY EMPLOYERS

It is the agreed intention of Article 1 .01 that each employer shall remit at least the minimum contributions in respect of each week of the year regardless of whether a "not work performed" report was filed pursuant to article 25.04 of the agreement.

Dated this 20th day of January, 1993.

NDT MANAGEMENT
ASSOCIATION

QUALITY CONTROL
COUNCIL OF CANADA

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Mr. Robert MacIntosh
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Mr. Ken Jones

N.D.T.M.A. INDUSTRY TRAINING FUND

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Ray Callard, Larry Graham (Q.C.C.C.)

Prairie:

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Bob Shaw, Jack Hubler (Q.C.C.C.)

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Brian Munro, Peter Hunter, Barry **Woit** (NDTMA)
Sean O'**Ryan**, Ben McCann, Ed Power (Q.C.C.C.)

Atlantic:

Joe Robichaud, Ron Richard (NDTMA)
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Phone: 403-387-4690
Fax: 403-387-5252
Atten: John Lorensen

RTD Quality Services Inc.
1431 70 Ave.
Edmonton, Alberta T6P 1 N5
Phone: 403-440-6600
Fax: 403-440-2538
Atten: Mr. Adrian Met

Rivest Bros. Enterprises (1977) Ltd.
2430 80 Ave
Edmonton, Alberta T6P 1 N2
Phone: 403-440-6630
Fax: 403-440-1185
Atten: Simon Rivest

***Non-Members of the NDTMA**

Prairie Region con't. . .

***Shaw Pipeline Services Ltd.**
950 - 78 Avenue
Edmonton, Alberta T6P 1 L7
Phone: 403-440-1444
Fax: 403-440-4260
Atten: Ken Wilson

Western Inspection Ltd.
3231 58 Avenue SE.
Calgary, Alberta T2C 0B4
Phone: 403-279-4540
Fax- 403-236-3043
Atten: Mr. Al Belanger

***Wesco Industrial Inspection**
10816 61st. Ave.
Edmonton, Alberta T6H 1M1
Phone/Fax: 403-435-4283
Atten. Mr N. Tong

PACIFIC REGION

***ABB Combustion Services Division**
3751 North Fraser Way, Suite 6
Burnaby, B.C. V5J 5G4
Phone: 604-433-2226
Fax: 604-433-2773

Bacon Donaldson (a Division of Canspec Group Inc.)
12271 Horseshoe Way
Richmond, B.C. V7A 4Z1
Phone: 604-277-2322
Fax: 604-274-7235
Atten: Mr. Gerry Sieben

***Non-Members of the NDTMA**

Pacific Region con 't.

***Belsey Technical Services Ltd.**
P.O. Box 236
Prince Rupert, B.C. V8J 3P9
Phone: 604-627-1983
Fax: 604-624-6286
Atten: Mr. B. Belsey

B.H. Levelton & Associates Ltd.
Unit 1 - 12791 Clarke Place
Richmond, B.C. V6V 2H9
Phone: 604-278-1411
Fax: 604-278-1042
Atten: Mr. Bob Charleton

Canspec Group Inc.
8804 115 Avenue
Fort St. John, B.C. V1J 2X7
Phone (604) 787-7584
Fax: (604) 785-2558

Coast Testing (A Division of Canspec Group Inc.)
3938 North Fraser Way
Burnaby, B.C. V5J 5G1
Phone: 604-439-1510
Fax: 604-438-7110
Atten: Mr. Gerry Sieben

Branch Offices:

Coast Testing (Campbell River)
52 South Birch Street
Campbell River, B.C. V9W 2K2
Phone: 604-286-3333

Coast Testing (Kamloops)
#2 - 2796 Tranquille Road
Kamloops, B.C. V2B 7Y3
Phone: 604-376-7434
Fax: 604-376-9093

***Non-Members of the NDTMA**

Pacific *Region con%...*

Coast Testing (Terrace)
121 Glen Road, Box 1057
Terrace, B.C. V8G 4V1
Phone: 604-635-7948

Coast Testing (Castlegar)
Castlegar, B.C. V0G 1X0
Phone: 604-365-5277

Coast Testing (Nanaimo)
400-2550 Kenworth Road
Nanaimo, B.C. V9T 3Y4
Phone: 604-758-4619
Fax: 604-758-6122

Coast Testing (Prince George)
1909 Ogilvie Street
Prince George, B.C. V2N 1X2
Phone: 604-564-7504
Fax: 604-563-3544

Coast Testing (Victoria)
1026 Loch Glen Place
Victoria, B.C. V9B 4N9
Phone: 604-478-2911
Pager: 389-4539

I.C.H. Services Ltd.
8949 Fraserwood Court
Burnaby, B.C. V5J 5G1
Phone: 604-439-9225
Fax: 604-439-9649
Atten: Mr. Roger Adams

***Non-Members of the NDTMA**

Pacific Region con't..

Industrial Nondestructive Testing Ltd.
8955 Fraserwood Court
Burnaby, B.C. V5J 5G1
Phone: 604-439-1711
Fax: 604-439-1906
Atten: Mr. Jim Reid

*Shadow Inspection Services Ltd.
3205 New Lake Road
RR #2, Site 13, Box A2
Cranbrook, B.C. V1H 4H3
Phone: 604-489-5922
Fax: 604-489-1591
Atten: Mr. Nick Kovich

Stasuk Testing & Inspection
7642 Winston Street
Burnaby, B.C. V5A 2H1
Phone 604-420-4433
Fax 604-420-2685
Atten: Mr. Dave Stasuk

Branch Off ice:

Stasuk Testing & Inspection
#9 - 595 Ongman Road
Prince George, B.C. V2K 4L1
Phone: 604-561-2468
Fax: 604-562-5299

***Non-Members of the NDTMA**