

QUALITY CONTROL AGREEMENT

Between:

NONDESTRUCTIVE TESTING COMPANIES SIGNATORY HERETO

- and -

QUALITY CONTROL COUNCIL OF CANADA

- and -

NDT MANAGEMENT ASSOCIATION

Effective May 1, 2003 to April 30, 2006

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**QUALITY CONTROL AGREEMENT
May 1, 2003 - April 30, 2006**

Between:

NONDESTRUCTIVE 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")

AND

**UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE
PLUMBERS AND PIPEFITTER INDUSTRY OF THE UNITED STATES AND CANADA
LOCAL 740**

AND

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPER, LODGE 203**

OF THE SECOND PART

AND

**THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF
NEWFOUNDLAND AND LABRADOR**
(hereinafter referred to as the "CLRA")

AND

CONSTRUCTION MANAGEMENT BUREAU for the PROVINCE OF NOVA SCOTIA
(hereinafter referred to as the "CMB")

AND

[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 nondestructive 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 perform 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; save and except for the Province of Newfoundland, 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; save and except for the Province of Newfoundland, and

WHEREAS the Employer recognizes the Newfoundland Unions as the sole bargaining agent for all Nondestructive Testing Employees employed by the Employer in the Province of Newfoundland, and

WHEREAS the parties hereto desire that persons trained to perform nondestructive 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 witnessed, 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, E, F and G which are hereby made a part of this Agreement. Where there is a conflict the provision of the Appendix takes priority.

ARTICLE 1 RECOGNITION

1.01 The Employer recognizes the Council as the sole and exclusive bargaining representative for all Nondestructive 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 one hundred seventy-three (173) hours per month working time for at least one (1) employee. There must be at least one full time employee.

“Employee” means any person working within the scope of this agreement whether probationary or not, and whether working on unchargeable time or not and all hours worked by such employee within the scope of this agreement shall be counted for the purposes of all remissions required including regular dues, working dues, pension, training fund, administration fund and Health and Welfare.

- 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 2 SCOPE

- 2.01 (a) This agreement shall apply in respect to all nondestructive testing work performed by the employer or by any person, firm or corporation owned or financially controlled by the employer in Canada. 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 which is in a related or associated business and is under the common control and direction of one or more parties, either directly or indirectly. The broadest possible construction shall be placed upon it, so as to achieve the intended purpose of curtailing spin-offs or successor employers.

Nondestructive Testing is defined as follows:

Radiography including x-ray, gamma ray, fluoroscopy, real time

Ultrasonics including automated, immersion, contact.

Magnetic Particle Inspection - All industrial forms.

Liquid Penetrant Inspection - All industrial forms.

Eddy Current including Remote Field Testing and Electro Magnetic

Inspection.
PMI for material sorting,

together with future technological replacements and advancements in these methods, but does not include visual inspection, destructive testing, stress relieving or material characterization.

- (b) This definition of nondestructive testing does not prohibit the Council from organizing and seeking certification for employees of the employer engaged in other types of work. If the Council or one of its' affiliated unions gains certification or written voluntary recognition for the employees of an employer performing any such functions. The employer will negotiate rates for such employees and include them under this agreement for that employer.
- (c) If the employer assigns persons covered by this agreement to perform work which is not within the scope of the agreement, all terms and conditions of the agreement shall apply. However that assignment does not bring the work within the scope of the agreement. Such work is "chargeable" unless it falls within the specific definition of unchargeable time.

This scope clause may differ in some regions. See Appendices for complete scope for each region.

Atlantic, Prairie And Central Region Appendices

- (d) By way of example, this shall mean that if a person who is already a QCCC member is used to perform Visual Inspection work he shall be paid the greater of his regular rate or the CWB rate as shown in the regional wage rate appendix.

[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 3 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 to the employee each month and monthly thereafter.
- (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. A copy of remittance reports shall go to the regional QCCC office.

- 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. A copy of the remittance reports shall go to the regional QCCC office.
- 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 three (3) 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 4 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 as directed by the QCCC.
- 4.02 Due to the nature of work involved in nondestructive 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 employees who have worked for the employer for the preceding one month or four months out of the preceding twelve, may work in any region in Canada without financial or other restriction and without requirement that the members of any local Unions, in such Region, 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.

- (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. Subcontracting includes any arrangement by which another party performs work under the CANADIAN NUCLEAR SAFETY COMMISSION Radioisotope Licence of the Employer.
- 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 shall 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 region. When it is the intention of the Employer to dispatch the employees to a locality outside their home local region (or into a different province within the prairie region) the Employer shall 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 5 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 responsibility 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 Stewards 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. The steward shall be one of the last three employees terminated on the project and shall be one of the first three employees rehired within their classification. The steward on a project shall not be discriminated against and shall receive his fair share of overtime work for which he is qualified.

Other than qualified employees required to complete the project, the steward shall be one of the last three (3) employees on that project terminated. On projects where there are twenty or more employees, when the employer determines it is necessary to reduce the work force in excess of twenty five percent by layoff, transfer or termination, the steward shall receive notice of the employees that will leave the job. Such notice shall be at least (2) hours, whenever possible, prior to the end of the final shift.

ARTICLE 6 WORK DAY AND WORK WEEK

See Appendices.

ARTICLE 7 OVERTIME

7.01 See appendices

- 7.02 (a) If an employee who has completed an eight (8) hour or longer normal shift, is required by the Employer or customer to return to work before an eight (8) hour break occurs the employee will be paid their applicable overtime rate, for the next shift or until they have received an eight (8) hour break.
- (b) No employee shall be required to work two (2) full straight time shifts in the same twenty-four (24) hour period.

The twenty-four (24) hour period shall mean in one calendar day.

ARTICLE 8 NORTHERN WORK

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

ARTICLE 9 EXPENSES, TRAVEL AND STANDBY TIME

9.01 On pipeline projects the time of the shift shall start when the employees 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.

See Appendices "D"

ARTICLE 10 CLASSIFICATIONS, WAGES, AND PREMIUMS

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

For the purposes of wage classifications CEDO and AECB Operator shall be the same.

10.02 Unchargeable Time will apply to the following:

- Building and grounds maintenance.
- Shop calibration and shop servicing of NDT equipment and vehicles.
- Deliveries of employer's equipment and supplies other than mobilization and demobilization.

Hours worked on unchargeable time will count for all benefits, in the same manner as chargeable time, as defined under Article 1.01.

ARTICLE 11 REPORTING FOR WORK

Recall 11.03

Employees who have completed the day's scheduled hours of work and left the job site to return home or to camp and who return to work upon request, shall be compensated as follows:

- (a) Employees for whom no work is available when he arrives at the site shall be paid for four (4) hours at the applicable rate including any travel and transportation applicable.
- (b) Employees who are called in and commence work shall be paid for a minimum of four (4) hours at the applicable rate including any travel and transportation applicable.

When an employee works more than the four (4) hours, the employee shall receive remuneration for the hours actually worked at the applicable rates including any travel or transportation applicable.

In the event that an Employee, who works in response to a call out does not get an eight (8) hour break, prior to the commencement of their regular work day, the Employee (s) shall be allowed an eight (8) hour rest break **or the employee's applicable overtime rate shall continue.**

ARTICLE 12 RECOGNIZED HOLIDAYS

See Appendices.

ARTICLE 13 VACATION PAY

See Appendices.

ARTICLE 14 PAY DAY

14.01 Employees will be paid weekly. Such pay shall be in the form of cash or negotiable payroll cheque or by electronic banking. Payment or detailed statement to take place on Thursday prior to the end of the shift. Cheque stubs will contain information which will enable employees to determine their eligibility for the medical and H&W plans. Records of pension remittances, made on behalf of each employee, will be provided at least once per month or more frequently with payroll information.

14.02 When employees are laid off or discharged, they shall be paid all wages due, including holiday and vacation pay in cash or negotiable payroll cheque or electronic banking. 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. On projects where there are twenty or more employees, after layoff and before leaving the job site the employee and company supervisor will review each employee's time sheet(s) and agree on the hours to be paid and a signed copy will be given to the employee before leaving the site.

ARTICLE 15 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 16 HEALTH AND WELFARE, AND PENSION **[Pacific Region See Appendix "E"]**

16.01 All employees, probationary and regular, 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.

A detailed description of the coverage and eligibility of the NDT Industry Health & Welfare Plan is available in the policy booklet supplied by the Administrator of the Plan. This should be referenced when determining the benefits of the plan.

Full Plan Benefits will include the following:

- Life Insurance
- Accidental Death
and Dismemberment
- Provincial Health
Care Premium
- Extended Health Care
- Vision Care
- Weekly Indemnity
- Long Term Disability

Dental Plan

Premium Terms:

- (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 (120 hours' pay for initial month's coverage) will be included in the full plan for the month which shall include the month's provincial medical care plan premium, if any.

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.

A QCCC member who has earned fewer than ninety (90) hours' pay in a month with any one employer but ninety (90) hours or more with two (2) or more employers and who advises the Plan Administrator together with proof of such earnings will be included in the Full Plan with the difference between the premiums for the Full Plan and the Mini Plan to be divided equally by the employers for whom he worked.

Layoff:

Any member who has been in the employ of an Employer and is on the Full Plan shall receive upon layoff one month's coverage for each 520 hours of employment with that employer prior to layoff, to a maximum of six (6) months of coverage provided he is continuously listed for work under Article 3.02. **(It is the obligation of the member's former employer to submit monthly premiums for this layoff coverage.)**

If a member who has been on the foregoing layoff coverage or on self-pay returns to work for a signatory Employer, he can qualify for full plan coverage upon completion of 90 hours earned.

If a member who is on the foregoing layoff coverage works for a non-signatory employer while on such coverage, he/she will be obligated to repay premiums to his former employer, for his layoff coverage, before being eligible for rehire by a signatory employer.

- (c) **Mini Plan:** Any employee who is not covered by the full plan for the month will be covered under the Life Insurance + Accidental Death + Dismemberment benefit for that month.

- (d) A detailed description of the coverage and eligibility of the NDT Industry Health & 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. The QCCC will provide to the Administrator a list of all signatory employers and the Administrator will advise the QCCC which companies are not enrolled in the Plan.
- 16.03 The Employer hereby authorizes the Plan Administrator to forward monthly to the QCCC a copy of the monthly invoice to each Employer showing the name and amount payable in respect of each employee; and to report monthly to the QCCC the list of employees covered by the Plan.
- 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 overdose 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 NDT Management Association and four (4) trustees appointed by the Quality Control Council of Canada.
- 16.06 **Pension** — See Appendices.

ARTICLE 17 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 Each employer is responsible for the health and safety program for their workers. Every supervisor is responsible for the proper instruction of workers under the supervisor's direction and control and for ensuring their work is performed without undue risk. In an effort to ensure that safe working conditions are observed and where conditions warrant and especially when work is being carried out in a confined space, the employer will ensure that the employees shall have proper assistance or vigilance from other persons who will act as a safety watch outside the area whenever any workers are inside the confined space. In order to satisfy the requirements of confined space entry procedures, all safety watch persons shall be properly trained and familiar with the tools and equipment, understand the hazards of the space and of the materials used in the nondestructive testing industry. All persons so designated shall be members of the QCCC.
- 17.05 The Employer will comply with the safety conditions of the radioisotope licences issued by the Canadian Nuclear Safety Commission or successor.
- 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 18 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 shall be presented in writing within fifteen (15) days from the date there is evidence of a violation having occurred. The procedure for the adjustment of a grievance shall be as follows.
- 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. A copy of the grievance and the referral to arbitration shall be sent via fax to the NDTMA Directors for the region at the time of the referral. Failure to do so shall give the NDTMA a right to adjournment of the hearings.

The 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.
- 18.08 The QCCC may refer a grievance concerning violation of Article 27.01 to arbitration at any time after the tenth (10th) day of the month following the month in which the remission(s) is (are) due.

18.09 It is agreed that notes taken during negotiations are not admissible evidence in any legal proceedings involving the collective agreement.

ARTICLE 19 TECHNOLOGICAL CHANGE

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 20 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.

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 21 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, 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 22 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 discharged 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 23 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 (five (5) days for spouse, parents and dependent children) 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

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 non-chargeable 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 24 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 25 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 three (3) 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.

ARTICLE 26 AUDIT

26.01 Prior to the request for an audit, the Council will state in writing the grounds and the nature of the grounds of the proposed audit. 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, and the employer shall grant access for same. Where the employer has denied access and a violation has been determined at arbitration, the employer shall pay the audit and arbitration costs of the QCCC to a maximum of fifty percent (50%) of the amount recovered.

ARTICLE 27 ENFORCEMENT

- 27.01 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. Such remittances will be in accordance with the minimum contribution requirement of Article 1.01.
- 27.02 There shall be a ten per cent (10%) assessment as liquidated damages and not as a penalty for remittances not received within three (3) days after the 20th of the month following the month in which the deductions were made or the contributions were earned.
- 27.03 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 27.01 and 27.02 which are determined to be due.
- 27.04 All employers shall, prior to signing this Agreement, post with the Administrator and maintain a \$5,000 bond or irrevocable letter of credit or a cash deposit 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. The bond or letter of credit or cash deposit, as the case may be, shall be forfeited within one (1) week of the date of an arbitration award finding the employer in default under Article 27.01 and 27.02 unless the default is paid in full.

The bond or letter of credit or cash deposit, as the case may be, shall be returned to the employer after two years if the employer has made all remittances required under Article 27.01 within the time limits provided in Article 27.02. The employer shall be required to reinstate such security if remittances required under 27.01 within the time limits provided in Article 27.02, are late for any two occurrences, within any twelve (12) month period, following the return of the security.

Failure to reinstate such security within seven (7) days of any default under Article 27.01 and 27.02 shall be grievable and the full costs of any arbitration to enforce such reinstatement of the grievance if successful, be paid by the employer.

ARTICLE 28 ENABLING AGREEMENT

- 28.01 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 QCCC and the NDTMA when they deem it prudent.

ARTICLE 29 DURATION

29.01 This Agreement shall remain in force from May 1, 2003 to April 30, 2006 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.

APPENDICES, LETTERS OF UNDERSTANDING AND INTERPRETATION

The following Appendices are attached hereto and form a part hereof:

- Appendix "A" – Northern Work
- Appendix "B" – Atlantic Region
- Appendix "C" – Central Region
- Appendix "D" – Prairie Region
- Appendix "E" – Pacific Region
- Appendix "F" – Pipeline Agreement
- Appendix "G" – Quebec Region

The following Letters of Understanding are attached hereto and form a part hereof:

- Letter of Understanding #1 – Atlantic Region
Heat Treating
- Letter of Understanding #2 – Prairie Region
Heat Treating
Small Diameter Pipeline
- Letter of Understanding #3 – Pacific Region
Travel Enabling Clause

The following Letters of Interpretation are attached hereto and form a part hereof:

- Letter of Interpretation #1 – Central Region
LOA - Meals
- Letter of Interpretation #2 – Prairie Region
LOA - Meals

Negotiated at Vancouver, Calgary, Toronto, St. John's Newfoundland, Saint John New Brunswick and subsequently ratified by all parties.

NDT MANAGEMENT ASSOCIATION

QUALITY CONTROL COUNCIL OF CANADA

**NEWFOUNDLAND CONSTRUCTION
LABOUR RELATIONS
ASSOCIATION**

DATE:

**NOVA SCOTIA CONSTRUCTION
MANAGEMENT BUREAU LIMITED**

DATE:

SIGNATORY UNION:

DATE:

International Brotherhood of Boilermaker, Iron and Ship
Builders, Blacksmiths, Forgers and Helpers Lodge 203

Tom Walsh

United Association of Journeyman and Apprentices of the
Plumbing and Pipefitting Industry of the United States and
Canada, Local 740

Stan Dalton

Boilermakers Lodge 73

Gary Morris

United Association Local 772

Jim MacDonald

Boilermakers Lodge 271

Andre Fleury

United Association Local 144

Gerard Cyr

United Association Local 46

Sean O’Ryan

Boilermakers Lodge 128

Edward Power

United Association Local 254

John Moore

Boilermakers Lodge 555

Norm Ross

United Association Local 488

Larry Matychuk

Boilermakers Lodge 146

Deal Milton

United Association Local 496

Ken Jones

SIGNATORY UNION:

United Association Local 179

Rick Diederich

Boilermakers Lodge 359

D. Fleming

United Association Local 170

Lance Yearley

DATE:

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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 1st 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 member's 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 herein above 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:

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

- (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.

The following modifications to the collective agreement apply to the Province of Newfoundland. References in the collective agreement and Appendix "B" to the "QCCC member" are deemed to include employees under this agreement represented by the Newfoundland Unions.

With respect to work undertaken within the Commercial and Industrial sector of the Construction Industry in the Province of Nova Scotia, the Quality Control Agreement has been signed by the Construction Management Bureau Limited, as the employers' accredited bargaining agent under Part II of the Nova Scotia Trade Union Act.

3.02 - NEW EMPLOYEES

- (a) (i) 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 contact the designated office and give preference to hiring the qualified members on the list. A telephone reference shall be sufficient.

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/she may be employed for a probationary period of thirty (30) days for new employees during which period he/she 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.

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 and there shall be a ten (10) minute coffee break at the commencement of overtime.

6.03 The normal shifts shall be as follows:

- (a) A normal shift will be any shift commencing at/or between the hours of 6:00 A.M. and 1:00 P.M. as required. There will be a thirty (30) minute unpaid lunch break and a ten (10) minute paid coffee break for each four (4) hours worked. For normal shifts commencing at or between the hours of 10:00 A.M. and 1:00 P.M., overtime will apply to all hours worked beyond 6:30 P.M.
- (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 or a scheduled maintenance shutdown 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 from one shift to another shift, with less than twenty four (24) hours notice, he shall be paid the applicable overtime rate for the first shift worked on the new schedule.

Flexible Work Week

Where a flexible work week has been agreed upon between the Employer and the QCCC Area Representative, four (4) consecutive ten (10) hour normal shifts Monday through Friday, double time (2x) shall be paid after ten (10) hours. Time and one-half (1½) shall be paid for the first ten (10) hours on a fifth working day, with double time (2x) thereafter. In such cases where a recognized holiday falls during a flexible work week, overtime shall be paid after thirty (30) hours worked.

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 two (2) 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) (i) Overtime work shall be paid at double time on work performed by building trades workers entitled to double time rates on the following.
 - New construction.
 - Repair or revamp
 - Work on equipment not operating during a scheduled maintenance shutdown because of the shutdown.

- (b) (ii) Overtime work performed under an ongoing maintenance contract will be paid at the otherwise applicable rate.

An employee who is working on contract maintenance, prior to and during the shutdown period, shall not be moved from ii) to i) unless the QCCC is unable to supply a qualified local employee within a reasonable time.

Employees moved from contract maintenance to the shutdown shall receive double time for all overtime for the duration of the shutdown period.

- (iii) 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.

7.03 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 interval thereafter. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the applicable rate of pay. Travel time shall be considered as time worked for the purposes of this clause.

When such meals are not provided, the employee so affected shall receive a meal allowance in the amount of twenty dollars (\$20.00) in lieu of such meal but will be entitled to have a coffee break.

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 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 twelve (12) 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.
 - (c) All travel time shall apply to both driver and passengers.

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 Transportation -		at reasonable actual cost substantiated by receipt
Employee's car -	Effective May 1/03	thirty-seven cents (37¢) per kilometre
	Effective May 1/04	forty cents (40¢) per kilometre
	Effective May 1/05	forty-two cents (42¢) 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 will be paid as follows:

Effective May 1, 2003	\$100.00
Effective May 1, 2004	\$105.00
Effective May 1, 2005	\$110.00

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 not covered by APPENDIX “F”, Article 9.06 shall apply.
- 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 Maximum overtime rate for time spent in travel shall be time and one half (1 ½). Travel time shall not be used for computing double time for article 7.01 of this appendix. The employee shall have the right to refuse to drive after twelve (12) hours in one day.

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. This paragraph does not apply to work in fabrication shops. This paragraph shall apply to work performed as part of construction, revamp work, or scheduled maintenance shutdown covered by an on site building trades agreement as set out in 7.01(b).

ARTICLE XII - RECOGNIZED HOLIDAYS

- 12.01 (a) The holidays shall be as follows:

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

- 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.

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) 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.

13.02 The vacation time shall be taken at a time or times mutually agreed between the employee and the Employer or upon 3 weeks notice by the employee.

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 trusteed fund with a equal number of trustees appointed by management and appointed by the Council. The fund shall be responsible for the payment of the following for employees in the Atlantic Region:
 - 1. Renewal fees.
 - 2. CGSB Application and Examination Fees and CWB Certification Fees.
 - 3. CEDO Application and Examination Fees.
 - 4. Training and upgrading to qualify for the CGSB, CEDO and CWB examinations.
 - 5. 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.

16.06 - PENSION

The Employer shall make the following contributions to the NDT Industry Pension Fund for each hour earned:

May 1, 2003 – April 30, 2004	\$4.25 per hour earned
May 1, 2004 – April 30, 2005	\$4.50 per hour earned
May 1, 2005 – April 30, 2006	\$4.75 per hour earned

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

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.)
- CWB Certification (Tech II)
- Other Level I or Level II

	Hourly Rate Effective		
	<u>May 1/03</u>	<u>May 1/04</u>	<u>May 1/05</u>
Level II Technician			
(Technician II-Radiography, Ultrasonics or Eddy Current)			
- with 3 Certificates	\$25.84	\$26.50	\$27.20
- with less than 3 Certificates	24.41	25.02	25.67
Level I Technician			
(Technician I-Radiography, Ultrasonics or Eddy Current)			
- with 2 Certificates	20.89	21.38	21.90
- with less than 2 Certificates	19.66	20.11	20.58
Level II Magnetic Particle and Liquid Penetrant (both)	19.66	20.11	20.58
Trainee			
- with 1 Certificate	16.08	16.40	16.74
- CEDO or Qualified Operator	16.08	16.40	16.74
- no Certificates	12.86	13.07	13.29
For QCCC Members only:			
CWB Level III	24.41	25.02	25.67
CWB Level II	19.66	20.11	20.58
CWB Level I	16.08	16.40	16.74

No member shall have a reduction in rate as a result of the implementation of these rates.

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 (Certified Exposure Device 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 two dollars, twenty-five cents (\$2.25) 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. 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. Isolation pay to apply to work performed on off-shore oil platforms in their final working position. If the premium for offshore work is increased in both the U.A. and Boilermaker agreements, then the same increase will apply.

LETTER OF UNDERSTANDING #1

Between:

Quality Control Council Of Canada

-And-

NDT Management Association

-And-

Other Contractors Signatory Hereto

Re: Heat Treating Industry for the Provinces of New Brunswick, Nova Scotia , Prince Edward Island, Newfoundland and Labrador.

It is understood and agreed by the parties to this letter, that all work performed by the companies who's signatures are affixed thereto shall be governed by the Quality Control Council agreement and the terms and conditions of the appendix for the above captioned Provinces.

Wages and Classifications:

	Effective		
	May 1/03	May 1/04	May 1/05
0 - 1000 hours	\$12.87	\$13.08	\$13.31
1000 - 2500 hours	15.65	15.96	16.29
2500 - 4000 hours	19.67	20.12	20.59
4000 - 6000 hours	20.89	21.38	21.90
Thereafter	25.84	26.50	27.20

Training:

The parties further agree that when the trade of Heat Treating Technician is designated and the criteria for certification is in place the parties will meet and amend the agreement accordingly.

APPENDIX "C" -- CENTRAL REGION

The following conditions shall apply to work performed in the province of Ontario.

3.02 - New Employees

- (a) (i) 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 contact the designated office and give preference to hiring the qualified employees on the list. A telephone reference shall be sufficient.
- (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 grievance procedure. The foregoing probationary period may be satisfied by 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.

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.
- 6.02 Overtime rates shall apply for all work performed beyond eight (8) hours in any normal shift and there shall be a ten (10) minute coffee break at the commencement of overtime.

Where a flexible work week has been agreed between the Employer and the QCCC Area Representative, four (4) consecutive ten (10) hour normal shifts Monday through Friday, double time (2x) shall be paid after then (10) hours. Time and one-half (1½) shall be paid for the first ten (10) hours on a fifth working day with double time (2x) thereafter. In such cases where a recognized holiday falls during a flexible work week overtime shall be paid after thirty (30) hours worked.

Saturday and Sunday as per the Collective Agreement.

- 6.03 The normal shifts shall be as follows:

- (a) A normal shift will be any shift commencing at/or between the hours of 6:00 a.m. and 1:00 P.M. as required. There will be a thirty (30) minute unpaid lunch break and a ten (10) minute paid coffee break for each four (4) hours worked. For such normal shifts commencing at or between the hours of 10:00 a.m. and 1:00 P.M., overtime will apply to all hours worked beyond 6:30 P.M.
- (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, revamp work, or scheduled maintenance shutdown 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 from one shift to another shift, 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.

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 two (2) 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. This overtime rate shall be double (2x) time on that work to which Article 7.01(b) applies.

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) (i) Overtime work shall be paid at double time on work performed by Building Trades workers entitled to double time rates on the following:
 - New Construction
 - Repair or Revamp
 - Work on equipment not operating during a scheduled maintenance shutdown, because of the shutdown
- (ii) Overtime work performed under an ongoing maintenance contract will be paid at the otherwise applicable rate.

An employee who is working on contract maintenance prior to and during the shutdown period shall not be moved from (b)(ii) to (b)(I) unless the

QCCC is unable to supply a qualified local employee within a reasonable period of time.

Employees moved from contract maintenance to the shutdown shall receive double time for all overtime for the duration of the shutdown period.

- 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 interval thereafter. The employee shall be allowed a thirty (30) minute meal break and shall be compensated at the applicable rate of pay. Travel time shall be considered as time worked for the purposes of this clause.

When such meals are not provided, the employee so affected shall receive a meal allowance in the amount of twenty dollars (\$20.00) in lieu of such meal but will be entitled to have a coffee break.

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 twelve (12) hours per day on a combination of air and taxi transportation. All 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 for both the driver and passenger(s).

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(s).
- (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, if 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 -	Effective May 1/03	thirty-seven cents (37¢) per kilometre
	Effective May 1/04	forty cents (40¢) per kilometre
	Effective May 1/05	forty-two cents (42¢) 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:

May 1, 2003 \$68.00 per night spent in hotel plus.
\$47.00 per working day for meals.

May 1, 2004 \$73.00 per night spent in hotel plus.
\$47.00 per working day for meals.

May 1, 2005 \$78.00 per night spent in hotel plus.
\$47.00 per working day for meal.

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.

(c) On pipeline projects not covered by APPENDIX "F", ARTICLE 9.08 shall apply.

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 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.

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 is then sent home by the Employer during the first half of his 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 as part of construction, revamp work, or

scheduled maintenance shutdown covered by an on site building trades agreement as set out in 7.01(b).

ARTICLE XII - RECOGNIZED HOLIDAYS

12.01 (a) The holidays shall be as follows:

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

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.

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) 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.

13.02 The vacation time shall be taken at a time or times mutually agreed between the employee and the Employer or upon 3 weeks notice by the employee.

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 trustee fund with an equal number of trustees appointed by management and by the Council. The Fund shall be responsible for the payment of the following for employees in the Central Region:

1. **CEDO** Application and Examination Fees, CWB Certification Fees and renewal fees.

2. Training and upgrading to qualify for the **CEDO** 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.

16.06 **Pension**

The Employer shall make the following contributions to the NDT Industry Pension Fund for each hour earned.

\$4.35 per earned hour for the duration of the agreement.

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

17.05

The Employer and the employee will comply with safety conditions of the radioisotope licenses issued by the Canadian Nuclear Safety Commission.

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.)
- CWB Certification (Tech II)
- Other Level I or Level II

		Hourly Rates Effective		
		May 1/2003	May 1/2004	May 1/2005
Level II Technician				
(Technician II – Radiography, Ultrasonics or Eddy Current)				
- with 3 Certificates		\$30.51	\$31.58	\$32.68
- less than 3 Certificates		\$28.77	\$29.78	\$30.82
Level I Technician				
(Technician I--Radiography, Ultrasonics or Eddy Current)				
- with 2 Certificates		\$24.95	\$25.82	\$26.73
- less than 2 Certificates		\$23.45	\$24.27	\$25.12
- Level II Magnetic Particle & Penetrant (both)		\$23.45	\$24.27	\$25.12
Trainee				
- with 1 Certificate or AECB Operator/CEDO		\$19.91	\$20.61	\$21.33
- no Certificates		\$15.25	\$15.78	\$16.34
For QCCC Members only:				
CWB Level III		\$28.42	\$29.41	\$30.44
CWB Level II		\$23.45	\$24.27	\$25.12
CWB Level I		\$19.91	\$20.61	\$21.33

No member shall have a reduction in rate as a result of the implementation of these rates.

Unchargeable Time Rate – 80% of the rate to which the employee would otherwise be entitled except that the unchargeable rate for Trainee with no certificates shall be the regular rate.

In no event shall a Trainee (Certified Exposure Device 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.

"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 two dollars, twenty-five cents (\$2.25) per hour over his regular rate subject to the following:

- (a) Supervisors are to be appointed by management.
- (b) No minimum or maximum numbers 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 #1

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 One Hundred Fifteen dollars (\$115.00) effective May 1, 2003, One Hundred Twenty dollars (\$120.00) effective May 1, 2004 and One Hundred Twenty-five (\$125.00) effective May 1, 2005 per night spent in a hotel. The subsistence shall cover the costs of both hotel and three (3) meals in a twenty-four (24) hour period of such work/travel plus an allowance for meals reasonably taken in conjunction with such work/travel outside of the twenty-four (24) hour period in a day in which he does not stay in a hotel. Where the total hours worked and traveled after the end of a twenty-four (24) hour period is at least eight (8) actual hours, the meal allowance shall include all three (3) meals. Such allowance shall be in the following amounts:

Breakfast	\$ 14.00
Lunch	\$ 15.00
Dinner	\$ 18.00

[As an example, 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:]

May 1, 2003 to April 30, 2004

Day 1 – One hundred fifteen (\$115.00)
Day 2 – One hundred fifteen (\$115.00)
Day 3 – Fifteen dollars (\$15.00) for lunch

May 1, 2004 to April 30, 2005

One hundred twenty (\$120.00)
One hundred twenty (\$120.00)
Fifteen dollars (\$15.00) for lunch

May 1, 2005 to April 30, 2006

Day 1 - One hundred twenty-five (\$125.00)
Day 2 - One hundred twenty-five(\$125.00)
Day 3 - Fifteen dollars (\$15.00) for lunch

APPENDIX "D" -- PRAIRIE REGION

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

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 - See National Agreement

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 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 per cent (1½%) of the employee's gross earnings.

3.02 - New Employees

- (a) 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, 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 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.

- (c) The employer shall notify the council office the names of personnel dispatched to a project no later than the next business day after such dispatch.
- (d) When an employee is laid off or terminates his/her employment the company shall notify the designated Council office of such layoff or termination not later than the next business day.

4.04(b)

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.

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.

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 7:00 a.m. to 3:30 p.m., or 8:00 a.m. to 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 from one shift to another shift, 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.

6.04 **Compressed Work Week**

Where a compressed work week has been agreed between the employer and the QCCC area representative, the Employer may schedule the regular work week in four (4) consecutive ten (10) hour days, Monday to Friday at straight time rates. Once established, this becomes the regular hours of work for those employees so assigned.

ARTICLE VII - OVERTIME

7.01 Overtime work performed shall be paid as set out in the conditions below:

- (a) 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 Appendix F shall apply.
- (b) 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.
- (c) When on a field site where members of the Boilermaker and/or United Association are employed, overtime will be paid at time and one half (1½) shall be paid for the first two (2) hours of overtime Monday to Friday. All other overtime hours shall be paid at double (2) time.
- (d) On all other sites 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 Overtime for Compressed Work Week

When a compressed work week is scheduled, all hours in excess of ten (10) hours per day shall be paid at double (2x) time. Fridays or Mondays, depending on the schedule of the compressed work week, shall be paid at the rate of time and one half (1½) for the first ten (10) hours with double time (2x) thereafter. Saturday, Sunday and Holidays shall be double time (2x).

Where a holiday occurs during the normal work week the maximum of thirty (30) hours per week shall form the basis of the maximum straight time rate. A minimum of forty (40) hours is required to implement the compressed work week schedule.

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.

7.04 (a) 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 twenty dollars (\$20.00) in lieu of the foregoing.

(b) 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.

(c) It has been agreed that Article 7.04 does not apply to pipeline work.

(d) On projects where subsistence is not provided and employees are working scheduled overtime, no meal shall be required for the first four (4) hours.

Employees shall be given notice of overtime by the end of the shift prior to the day of the scheduled overtime being worked.

ARTICLE IX - EXPENSES, TRAVEL AND STANDBY TIME

9.01 (a) All travel time outside the normal shifts as defined in article 6.03, shall be paid at time and one-half (1-1/2), including Saturdays, Sundays and Statutory Holidays, for all employees.

(b) Travel Free Zone – For the purposes of calculating travel time related to construction sites and shutdowns, there will be a travel free zone for 25 road kilometres from the site. Travel will be paid outside the travel free zone to the assigned accommodation at the applicable rate, calculated at 80 km per hour.

Move in - Move out Travel:

9.02 (a) When an employee is required to travel to and from a shutdown or construction site, and he is provided company supplied accommodation, all travel time will be at straight time. If an employee is required to drive a company supplied vehicle for the conveyance of employees, he will be paid the applicable working rate to a maximum of time and one-half (1-1/2).

(b) The transportation vehicle will comply with all governing regulations. The employees assigned to drive a transportation vehicle will be licensed in accordance with the governing regulations.

9.03 (a) Public Transportation:

When there is a delay in departure of company or public supplied transportation, an employee shall be paid the applicable rate of pay for time spent in waiting to a maximum of eight hours for each day spent in waiting.

(b) Employer Supplied Vehicle:

On the day following termination, a terminated employee's departure shall be 10.00 A.M. All time spent in waiting past this time shall be compensated at the employee's applicable rate of pay to a maximum of eight hours for each day spent in waiting. All travel time shall apply to both driver and passenger(s)

(c) These hours will be in addition to any travel time paid.

9.04 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-five cents (35¢) 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.

9.05 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.

9.06 Room and board 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.
 - (ii) a minimum subsistence allowance will be paid as follows:

Effective	Per Diem
May 1, 2003 to April 30, 2004	\$100.00
May 1, 2004 to April 30, 2005	\$105.00
May 1, 2005 to April 30, 2006	\$110.00

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 not covered by APPENDIX "F", Article 9.06 shall apply.

9.08 On pipeline projects, the time of the shift 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.

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.

ARTICLE XII - RECOGNIZED HOLIDAYS

12.01 (a) The holidays shall be as follows:

New Year's Day	Labour Day	1 Floater in Manitoba,
Good Friday	Thanksgiving Day	Saskatchewan & North West
Victoria Day	Remembrance Day	Territories, Nunavut and
Canada Day	Christmas Day	Family Day in Alberta
1 st Monday in August	Boxing Day	

(b) Payment for such holidays shall be by way of an addition of four per cent (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.

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.

15.01 - Industry Training Fees and Upgrading

(a) The Employer shall contribute twenty-five cents (25¢) per hour worked into the Nondestructive Testing Prairie Region Training Fund which shall be a trusteed fund with an equal number of trustees appointed by management and the Council. The trustees of the Nondestructive Testing Prairie Region Training Fund shall determine all eligibility and/or qualification requirements for employees to be entitled to payment of funds out of the trust fund

The fund shall be responsible for the payment of:

1. All employees' renewal fees;
2. CGSB Application and Examination Fees and CWB Certification Fees;
3. Training and upgrading to qualify for the CGSB and CWB examinations;
4. 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.

16.06 - Pension

The employer shall make the following contributions to the NDT Industry Pension Fund for each hour earned:

May 1, 2003 – April 30, 2004	\$4.25 per earned hour
May 1, 2004 – April 30, 2005	\$4.50 per earned hour
May 1, 2005 – April 30, 2006	\$4.75 per earned hour

New hire trainees (effective May 1, 2003) will only be eligible for pension contributions after working five hundred (500) hours.

ARTICLE XVIII - GRIEVANCE PROCEDURE AND ARBITRATION

- 18.01 It is the spirit and intent of this Agreement to adjust grievances promptly. All grievances shall be presented in writing within fifteen (15) days from the date there is evidence of a violation having occurred. The procedure for the adjustment of a grievance shall be as follows.
- 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, John Moreau, Allan Beattie, Andrew C. L. Sims and J. T. Casey.
- 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 term or conditions of the Collective Agreement.
- 18.12 If the arbitrator by his award determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to him seems just and reasonable in all the circumstances.
- 18.13 A grievance arising under Article 18.08 of the National provisions of this Agreement shall be referred to one of the following arbitrators starting with the first named:

Glen E. Power
John M. Moreau
Allan V. M. Beattie
Andrew C. L. Sims
J. T. Casey

Such referral shall be by the QCCC to the first arbitrator on the list who agrees to hear the matter within one (1) month of the date of referral and issue an award within two (2) weeks of the completion of the hearing, or, if none of them can meet those deadlines, to the arbitrator on the list who is able to meet the earliest deadlines thereafter.

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.)
- CWB Certification (Tech. II)

	Hourly Rate Effective		
	May 1/2003	May 1/2004	May 1/2005
Level II Technician			
(Technician II – Radiography, Ultrasonics or Eddy Current)			
- plus 2 Certificates	\$28.60	\$29.61	\$30.51
- less than 2 Certificates	26.69	27.64	28.47
Level I Technician			
(Technician I--Radiography, Ultrasonics or Eddy Current)			
- plus 1 Certificate	22.10	22.89	23.58
- less than 1 Certificate	20.80	21.54	22.19
CEDO Operator	17.01	17.62	18.15
Trainee	13.68	14.17	14.60

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.

Certified Exposure Device Operators shall be employed at a ratio of not more than one Certified Exposure Device 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.

Scanner Operators on mechanized ultrasonic crews are to be paid equivalent to a Qualified Operator rate.

"**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 twenty-five cents (\$1.25) 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 twenty-five cents (\$1.25) per hour over his regular rate.

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 one dollar twenty-five cents (\$1.25) 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. 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° latitude shall be one dollar and seventy-five cents (\$1.75) per hour higher than those provided in Article X.

LETTER OF INTERPRETATION #2

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 one hundred dollars (\$100.00) effective May 1, 2003 to April 30, 2004 and one hundred five dollars (\$105.00) effective May 1, 2004 to April 30, 2005 and one hundred ten dollars (\$110.00), May 1, 2005 to April 30, 2006, 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 traveled after the end of a twenty-four (24) hour period is at least eight (8) actual hours, the meal allowance shall include all three (3) meals. Such allowance shall be in the following amounts:

breakfast	\$10.00
lunch	\$14.00
dinner	\$21.00

[As an example for 2003, 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:]

May 1, 2003	May 1, 2004	May 1, 2005
Day 1: \$100.00	\$105.00	\$110.00
Day 2: \$100.00	\$105.00	\$110.00
Day 3: \$14.00 for lunch	\$14.00 for lunch	\$14.00 for lunch

LETTER OF UNDERSTANDING #2

BETWEEN

THE QUALITY CONTROL COUNCIL OF CANADA

AND

OTHER SIGNATORY CONTRACTORS HERETO

**RE: HEAT TREATING INDUSTRY FOR THE PROVINCES OF ALBERTA,
SASKATCHEWAN, MANITOBA, THE NORTHWEST TERRITORIES AND
NUNAVUT**

It is understood and agreed by the parties to this letter that all work performed by the company whose signatures are affixed hereto, shall be governed by the Quality Control Council Agreement for Canada and the terms and conditions of this appendix for the captioned Provinces and Territories.

Wages & Classifications

Hours	2003-2004	2004-2005	2005-2006
0 - 1000 Hrs. (Level I)	\$13.68	\$14.17	\$14.60
1000 - 2500 Hrs. (Level II)	17.01	17.62	18.15
2500 - 4000 Hrs. (Level III)	20.80	21.54	22.19
4000 - 6000 Hrs. (Level IV)	22.10	22.89	23.58
Thereafter	26.69	27.64	28.47
General Foreman	28.60	29.61	30.51

Training: The parties further agree that when the trade of Heat Treating Technician is designated and the criteria for certification is in place, the parties will meet and amend the agreement accordingly.

APPENDIX "E" -- PACIFIC REGION

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

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.

3.02 - New Employees

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. No member will be eligible for employment unless registered on the out of work list.

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. However, following the hiring of any employee within the scope of this agreement, or a member 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 or she 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.

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. For the purposes of this agreement, the work week shall commence at midnight on Sunday and shall end at midnight Friday.
- 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.
 - (b) Afternoon shift shall be from 4:00 p.m. to 12:30 a.m. with a thirty (30) minute unpaid break for lunch
 - (c)
 - (i) The foregoing shift starting and stopping times may be adjusted by not more than two (2) hours.
 - (ii) Start times for day shift can be anytime between 6:00 A.M. and 11:00 A.M. for fabrication shop work only.

In addition to the meal breaks noted above, the following coffee/rest breaks will be provided:

Two (2) rest or work (coffee) breaks of ten (10) minutes duration will be allowed each day during normal working hours, one in the first half and one in the second half of each shift, or shifts. Where the scheduled shift exceeds nine (9) hours or if unscheduled overtime is worked beyond the normal working day and if the duration of overtime is to exceed one hour, then the employee will be allowed a coffee break at the end of the normal shift. Such breaks and a suitable location to be determined by the Employer, in consultation with the job steward.

- (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 a project site of at least five (5) consecutive regular working days if the employee's shift is changed, from one shift to another shift, 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.

Members on LOA shall receive daily mileage from the normally assigned location as if they had taken assigned accommodation.

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

		S.T	O.T.
9 hour shifts:	Days	8	1.25
	Nights	8	2
10 hour shifts:	Days	8	2.5
	Nights	8	4
12 hour shifts:	Days	8	4
	Nights	4	8

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 supersedes items (a) to (e) inclusive.

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.

7.03 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 Employer's 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 kilometre from the Free Zone to the customer's premises.

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

Free Zone: Free Zone for regular work applies only in the Vancouver area as follows:

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 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 (30¢) per kilometre.

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

Shutdown work - (defined as 4 days or more)

Definition - Local Resident

- (a) A local resident is defined as a Union member who resides within eighty (80) road kilometres from the project or employer's shop, at the time of hire. An employee's residence is the place where he has maintained for a period of at least 90 days, a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which he resides and for which he can show proof acceptable to the Employer.
- (b) Local residents, as defined in Article 9.03 (e)(i), shall not be entitled to initial or terminal transportation as set out in Article 9.04 (c) nor shall he be entitled to a Turnaround as set out in Article 9.09. Local residents shall receive a Daily Travel Allowance.
- (c) Local residents living beyond a twenty-five (25) road kilometre free zone around the job site of the project shall receive Employer supplied transportation from an Employer supplied accommodation, and be paid sixty cents (60¢) per road kilometre from the edge of the twenty-five (25) road kilometre free zone around the job site to his place of residence as a daily travel allowance for each day worked or reported for work. When driving their own vehicle, daily travel will be paid both ways. When driving a company vehicle travel will be paid one way. Where weather or road conditions do not allow the employee to travel to his residence, the Employer shall provide Room and Board in lieu of daily travel.

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 9.05 or 9.06.

- 9.04 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 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**

Other than local residents, 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 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 Employer's 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.

(b) **Daily Travel**

On subsistence projects, the Employer shall provide daily transportation from the Employer supplied accommodation to the project and return for each day worked or reported for work by the employee, and pay sixty cents (60¢) per road kilometre from the edge of the 25 road kilometre free zone around the job site one way as a daily travel allowance. Where no employee requires Employer supplied transportation, the employees' daily travel will be paid both ways.

Where transportation is provided by the Employer and is delayed by mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the following shall apply. If the employee is delayed in arriving at the job site, his hours of work and pay shall nonetheless be considered to start at the normal time. If the employee is delayed in departing from the job site or arriving to his normal pickup point due to mechanical breakdown or other causes attributable to the condition or operation of the vehicle, the actual time of such delay shall be added to the employee's earnings calculated at the straight time rate.

(c) **Initial/Terminal Travel**

On those projects where subsistence applies, the employee shall choose initial and terminal transportation of:

- (1) A regularly scheduled full fare economy airplane ticket, Employer supplied, from Vancouver to the nearest airport relative to the project, where original boarding pass is provided to the Employee; plus ground transportation from the airport to the Employer supplied accommodation and return where the Employer does not supply such transportation.

Airfare will be reimbursed at 100% of the costs that are posted by the employer seven (7) days in advance of the travel date, at which time the employee will confirm his choice of travel. If these are not posted, reimbursement will be at 100% of the costs of a regular scheduled economy class ticket on an approved Airline. A list of approved airlines will be maintained and may be updated as conditions change.

Notwithstanding the above, for projects in the Lower Mainland, initial and terminal transportation shall be based on sixty cents (60¢) per road kilometre from the edge of the free zone to the project, and return.

All employees shall be paid Travel Time as per Travel Table for move in only.

For projects lasting five (5) or fewer shifts, move-out travel will also be paid for the hours as shown on this table. (return travel)

Travel Time to:

Castlegar	4.0 hrs	Kitimat	4.0 hrs
Crofton	5.0 hrs	Skookumchuck	5.0 hrs
Elk Falls	3.5 hrs	Woodfibre	2.0 hrs
Fort Nelson	7.5 hrs	Port Alberni	6.0 hrs
Gold River	7.5 hrs	Port Alice	5.0 hrs
Harmac	4.0 hrs	Port Mellon	4.0 hrs
Hudson Hope	7.5 hrs	Powell River	3.0 hrs
Kamloops	4.0 hrs	Prince George	4.0 hrs
Quesnel	4.0 hrs	Prince Rupert	4.5 hrs
Fort St. John	4.5 hrs		

- (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.

9.05 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 the employee with the following options:
 - (i) A fixed L.O.A. of \$100.00 per day for the duration of this Agreement; (or)
 - (ii) A supplied room plus a meal allowance.

Where rooms are supplied by the Employer, the daily meal allowance to be paid will be as follows:

May 1, 2003	\$45.00
May 1, 2004	\$50.00
May 1, 2005	\$50.00

Note: It is the intention that for a four (4) day project, meal allowances would be paid for a full five (5) days.

- (c) If an employee elects subsistence, he will advise the employer seven (7) days in advance of his shift start or at the time of dispatch, whichever is less. Employees on L.O.A. will get daily mileage for travel from the normally assigned location as if they had taken assigned accommodation. The employee may elect (i) instead of (ii) provided he makes communication arrangements satisfactory to the Employer and provided that does not increase the Employer's travel time liability.

9.06 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 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.

9.09 Periodic 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.

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.)
- CWB Certification (Tech II)
- Certified Exposure Device Operator Certificate (for Trainees only)

WAGES

	Hourly Rates Effective		
	May 1/2003	May 1/2004	May 1/2005
Technician Level I or Level II			
Technician II - Radiography or Ultrasonics or Eddy Current Level II			
- plus 2 Certificates	\$ 30.18	31.09	32.34
- less than 2 Certificates	27.92	28.76	39.91
- Unchargeable time	24.12	24.85	25.85
Technician I			
Radiography Level I or, Ultrasonics Level I or, M.P. & L.P. Level II			
- plus 1 Certificate	25.56	26.33	27.38
- less than 1 Certificate	23.39	24.10	25.07
- Unchargeable time	20.42	21.04	21.88
Trainee			
- with 1 Certificate	21.56	22.21	23.10
- other trainee	19.74	19.74	19.74
- Unchargeable time	16.72	16.72	16.72
Visual Inspectors notwithstanding NDT Certifications			
1. CWB certified Level III	27.92	28.76	29.91
Unchargeable	22.31	22.98	23.90
2. CWB certified Level II	25.56	26.33	27.38
Unchargeable	20.42	21.04	21.88
3. CWB certified Level I	23.41	24.12	25.09
Unchargeable	18.70	19.27	20.05
Stress Relief Technician II	30.18	31.09	32.34
Unchargeable	24.12	24.85	25.85
Stress Relief Technician I	25.56	26.33	27.38
Unchargeable	20.42	21.04	21.88

All work performed on pipeline work up to (16") sixteen inch diameter and related metering stations and secondary pumping stations, will be paid at the following rates:

	May 1/03	May 1/04	May 1/05
Technician Level II			
- plus 1 Certificate	\$ 30.18	\$ 31.09	\$ 32.34
- less than one Certificate	27.92	28.76	29.91
- Unchargeable time	24.12	24.85	25.85
Technician Level I			
- plus 1 Certificate	25.56	26.33	27.38
- less than one Certificate	23.39	24.10	25.07
- Unchargeable time	20.42	21.04	21.88
Trainees - Qualified Operators	18.48	19.04	19.80

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 F rate.

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

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 four dollars (\$4.00) per earned hour for day shift only and three dollars (\$3.00) per earned hour for night shift, 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 (CNSC) Operator

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

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

When an CNSC 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.

10.07 Safety Watch – See letter of understanding.

ARTICLE XI - REPORTING FOR WORK

11.01 When an employee is sent to a job which is in an area where LOA or living accommodations apply, and the project is not ready to proceed, he shall be paid his regular rate of wages for any time up to eight (8) hours in each twenty-four (24) hour period spent by him waiting to commence work. The Employer may send such employee back to the place from which he was sent. If the Employer returns the employee to the place from which he was sent, the Employer shall pay the employee's transportation costs and shall pay the employee at his regular rate of wages for the time spent in travelling, in accordance with this Agreement. When work commences, Articles 11.02 and 11.03 will apply.

11.02 (a) When an employee reports for work and commences work and is sent home by the Employer, the employee shall be paid four (4) hours pay at the applicable rate if sent home prior to the first meal period. If the employee is sent home after the first meal period said employee shall be paid the full shift as scheduled. If the employee is to be available for work for any period beyond the scheduled shift, this time will be paid as if the employee was working. Should the employee leave the place of work on his own accord the employee shall be paid for the actual time worked.

(b) **Standby/Waiting Time**

When an employee reports to work and is unable to commence work, the employee, when requested to standby either at the work place or other area designated by the Employer, shall be paid as in (a) above, providing however, that the employee is available and capable of returning to work upon notification.

(c) When an employee commences work and is requested by the Employer to stop work and report back at a later time, the employee shall be paid, as if there had been no interruption in the shift at the applicable rate up to a maximum of twelve (12) hours, providing however, that the employee is available and capable of returning to work upon notification.

11.03 (a) **Show-Up Time**

When an employee shows up for work and the shift is cancelled and the employee is sent home by the Employer, the employee shall be paid two (2) hours show-up time.

(b) When an employee is notified eight (8) hours prior to the commencement of a scheduled shift not to report for work, then he will not be eligible for two (2) hours reporting time. If this should occur on any two consecutive days, then the employee will, at his option, be entitled to a layoff.

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 BC 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.

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

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.

15.01 - Industry Training, Upgrading and Rehabilitation Fund

The employer shall contribute twenty-eight cents (28¢) per hour worked into the Pacific Region NDT Industry Fund which shall be a trustee fund with two (2) trustees appointed by management and two (2) trustees appointed by the Council. The fund shall be responsible for the payment of:

1. CGSB and CWB renewal fees.
2. CEDO (Certified Exposure Device Operator) examination fees.
3. CGSB and CWB Application Examination Certificate Fees, upon successful completion of both written and practical exams.
4. Upon prior approval of the Trustees, training and upgrading to qualify for the CGSB and CWB examinations.
5. Three cents (3¢) per hour will be directed to the trustees of the B.C. Construction Industry Rehabilitation Fund.
6. Any other expense approved by the Trustees as set out in the Trust Agreement.
7. Training fund to pay out of pocket travel costs for travelling to attend approved courses, the local Business Representative to pre-approve.

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.

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 by the employer, 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.

16.06 - Pension

The Employer shall make the following contributions to the NDT Industry Pension Fund for each hour earned.

\$4.50 per earned hour for the duration of this agreement.

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

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

Health Benefit Plan

All employers shall remit \$0.10 per earned hour for all employees working in the Pacific Region, to the BC Health Benefit Plan.

This does not increase the Employer's obligation

17.04 - Safety

Each employer is responsible for the health and safety program for their workers. Every supervisor is responsible for the proper instruction of workers under the supervisor's direction and control and for ensuring their work is performed without undo risk. In an effort to ensure that safe working conditions are observed and where conditions warrant and especially when work is being carried out in a confined space, the employer will ensure that the employees shall have proper assistance or vigilance from other persons who will act as a safety watch outside the area whenever any workers are inside the confined space. In order to satisfy the requirements of confined space entry procedures, all safety watch persons shall be properly trained and familiar with the tools and equipment, understand the hazards of the space and of the materials used in the nondestructive testing industry. All persons so designated shall be members of the QCCC.

SELF TRAVEL SCHEDULES

NOTE: WHERE "FERRY ALLOWANCE" IS PROVIDED, THE AMOUNT PAID WILL BE BASED ON ONE UNDERSIZED VEHICLE AND ONE DRIVER.

FLETCHER CHALLENGE

Crofton Move-In/Out

	Time	Expenses
All Employees	see schedule	Ferry Allowance

Daily Travel and LOA

	Time	Expenses
All Employees	Nil	Hotel and Meals or LOA -

Company to provide transportation from hotel to mill site.

**HARMAC PACIFIC
Nanaimo**

Dispatch Point	Time	Expenses
Nanaimo Office	Nil	Nil
All Other Locations	see schedule	Ferry Allowance

Daily Travel and LOA

	Time	Expenses
Local Residents	Nil	Daily Mileage beyond free zone
All Others	Nil	Hotel and Meals or LOA -

Company to provide transportation from hotel to mill site.

**FLETCHER CHALLENGE
Elk Falls
Move In/Out**

Dispatch Point	Time	Expenses
Campbell River Office	Nil	Nil
All Other Locations	see schedule	Airfare as provided

Technicians using company supplied transportation will be paid actual travel time plus ferry costs if applicable.

Daily Travel and LOA

	Time	Expenses
Local Residents	Nil	Daily Mileage beyond free zone
All Others	Nil	Hotel & Meals or LOA

**Cariboo Pulp - Quesnel
MOVE-IN/DAILY TRAVEL**

Resident	Accommodation	Daily Travel	LOA or Accommodation
Local Resident	Home	\$120.00/Day	No
Non-Resident	Prince George	\$60.00/Day	Yes

MOVE-IN/OUT

Prince George: Two (2) hours travel if not commuting daily.
 Non Resident: Four (4) hours plus airfare as provided.
 No daily travel if accommodations are in Quesnel, or if LOA is claimed.

WOODFIBRE

Move In/Out

Dispatch Point	Time	Expenses
All Employees	see schedule	\$60.00

Daily Travel – if accommodation is in Squamish.

On a 12 hour shift, "1 hour daily travel time", is included in the hours of pay (12 hours on site). On all other scheduled shifts, ½ hour travel time each way at straight time rates will be paid. This time does not form part of the shift for calculating overtime. Company to provide transportation from hotel to mill site.

PORT MELLON

Dispatch Point	Time	Expenses
All Employees	See Schedule	Ferry Allowance

PORT ALBERNI

Dispatch Point	Time	Expenses
Local Residents	Nil	Mileage beyond free zone
All Others	See Schedule	Ferry Allowance

SKOOKUMCHUCK

Move In/Out

Dispatch Point	Time	Expenses
Cranbrook Office	Nil	Nil
All Others	see schedule	Airfare as provided

Technicians using company supplied transportation will be paid actual travel time.

Daily Travel and LOA

	Time	Expenses
Local Residents	Nil	Daily Mileage beyond free zone

	Time	Expenses
On a 12 hour Shift	Nil	Nil
All other shifts:		
Accommodations in Cranbrook	Nil	Daily Mileage beyond free zone
Accommodations in Kimberley	Nil	Daily Mileage beyond free zone

MACKENZIE

Dispatch Point	Time Payment	Expenses
Vancouver	7.5 hours	as per agreement (Air Etc.)
Prince George	3.5 hours	Travel to be supplied or mileage As per agreement

PRINCE RUPERT

Dispatch Point	Time Payment	Expenses
Vancouver	4.5 hours	Airfare plus ferry costs.
Other	Actual time traveled	Actual costs as per agreement

LETTER OF UNDERSTANDING #3

BETWEEN:

QUALITY CONTROL COUNCIL OF CANADA

-AND-

NDT MANAGEMENT ASSOCIATION

-AND-

OTHER CONTRACTORS SIGNATORY HERETO

THIS LETTER APPLIES TO APPENDIX "E" PACIFIC REGION

It is understood and agreed by the parties to this letter that in the event that it becomes necessary for the purposes of securing project work that may take place within the Vancouver area, the parties will meet to negotiate a mutually acceptable modification to the travel time allowance within this agreement. Any such arrangement will be intended to provide a standard travel time allowance, for all employees covered under this agreement.

SIGNED AT VANCOUVER THIS 5 DAY OF FEBRUARY, 2003.

FOR QCCC

FOR NDTMA

APPENDIX "F" -- PIPELINE AGREEMENT

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

SCOPE

This agreement shall apply to all on site NDT work performed on,

- a) Pipelines over sixteen (16") inch in diameter completed under the collective agreement between the Pipeline Contractors Association and the U.A. in the Pacific and Prairie Regions.
- b) All pipelines completed under the Collective Agreement between the Pipeline contractors Association and the U.A. in the Central and Atlantic Regions.
- c) Pipelines over twenty four (24") inches in diameter, completed under any collective agreement.
- d) The only exclusion to a), b) and c) is defect/condition assessment. If such assessment results in pipe replacement, item a), b) or c) shall apply.

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 as follows:

- May 1/2003 One hundred fifteen dollars (\$115.00) per day
- May 1/2004 One hundred twenty dollars (\$120.00) per day.
- May 1/2005 One hundred twenty-five dollars (\$125.00) 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, 1993, will apply for the remaining term of this Agreement.

TERM OF THIS AGREEMENT -- May 1, 2003 to April 30, 2006.

ENABLING CLAUSE

It is agreed that if and when the United Association and the Pipeline Contractors Association are entering into enabling meetings, the Council will notify the NDTMA prior to these meetings taking place.

On all work covered by appendix “F” for which a U.A. Local (s) has agreed to “enabled” conditions which are less than the PCA/UA agreement, the local (s) shall promptly send a copy of the enabling agreement to the NDTMA directors for the region.

(This notice is for information purposes only.)

APPENDIX “F”

WAGES

Classification	May 1/03	May 1/04	May 1/05
Project Supervisor \$1.00/hr. over the Level II			
Level II Ultrasonic and/or Radiography Technician Front end Level II Technician (includes Poor Boy unit)	33.96	35.12	36.35
Tie-In Repairs Level II Technician	32.69	33.80	34.98
Level I Technician	24.97	25.81	26.72
Crawler Maintenance Technician	24.97	25.81	26.72
Radiography CEDO Operator/UT Scanner Operator	21.73	22.46	23.25
Trainee-Helper	18.53	19.16	19.83

(Ultrasonic Scanner Operator - Same as Radiography CNSC Operator)

Pension Contributions: (This provision supersedes all references to Pension remittance amounts shown for each region in the Appendix for each region within this Agreement.)

The Employer shall make the following contributions to the NDT Industry Pension Fund for each hour earned for all work covered by Appendix “F”. The amounts noted are fixed for the duration of this agreement.

Atlantic Region	\$3.85
Central Region	\$4.05
Prairie Region	\$4.25
Pacific Region	\$5.25
Quebec Region	\$3.85

subject to amendment by the QCCC following ratification

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

APPENDIX "G" -- PROVINCE OF QUEBEC

The following conditions shall apply to work performed in the province of Quebec.

3.02 - New Employees

- (a) (i) 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 members on the list. A telephone reference shall be sufficient.
- (ii) The Steward shall be one of the first three employees rehired within their classification.

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/she may be employed for a probationary period of thirty (30) days for new employees during which period he/she may be disciplined or discharged without recourse to the grievance procedure. The foregoing probationary periods may be satisfied by 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.

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 at/or between the hours of 6:00 a.m. and 1:00 P.M. as required. There will be a thirty (30) minute unpaid lunch break 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 for more than five (5) days, if the employee's shift is changed, from one shift to another shift, with less than twenty-four (24) hours' notice he shall be paid at the applicable overtime rate for the first shift worked on the new schedule.

Flexible work week

However, where a flexible work week has been agreed between the Employer and the QCCC Area Representative, four (4) consecutive ten (10) hour normal shifts Monday through Friday, overtime shall be paid after ten (10) hours. Time and one-half (1-1/2) shall be paid for the first two (2) hours per day and on the first twelve (12) hours on a fifth working day, with double time (2x) thereafter. In such cases where a recognized holiday falls during a flexible work week overtime shall be paid after thirty (30) hours worked. (Saturday and Sunday as per the Collective Agreement.)

ARTICLE VII - OVERTIME

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

Monday through Friday – Time and one-half (1-1/2) 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 (1-1/2) 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 (1-1/2) 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 allowances 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 Transportation – at reasonable actual cost substantiated by receipt
- Employee's car – thirty-two cents (\$0.32) 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 will be paid of ninety dollars (\$90.00) 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 Employer's travel time liability.

(c) On pipeline projects not covered by APPENDIX "F", Article 9.06 will apply.

9.08 Notwithstanding the provisions of Articles 9.02 and 9.03(b) on pipeline projects the time of the shift 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 (1/2) hour the Employer shall pay the equivalent of one-half (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 (1/2) for return travel hours. The employee has the right to refuse to drive after twelve (12) hours in day.

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. This paragraph does not apply to work in fabrication shops.

ARTICLE XII - RECOGNIZED HOLIDAYS

12.01 (a) The holidays shall be as follows:

New Year's Day	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	1 Floater
June 24, St. Jean de Baptiste Day	Remembrance 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.

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) 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.

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

15.01 - Industry Training Fees and Upgrading

(a) The employer shall contribute ten cents (\$.10) per hour worked into a jointly trusted Fund, which shall be a 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 Province of Quebec.

- (b) 1. Renewal fees.
- 2. CGSB Application and Examination Fees and CWB Certification Fees.
- 3. Training and upgrading to qualify for the CGSB and CWB 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.

16.06 - Pension

The Employer shall make the following contributions to the NDT Industry Pension Fund for each hour earned: \$2.25 per earned hour

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

29.01 - Duration

Notwithstanding Article 28.01, this Agreement shall be effective for the Province of Quebec from May 1, 2003, to and including April 30, 2004, 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 termination either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

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.)
- CWB Certification (Tech II)
- Other Level I or Level II

Classification

\$/Hour

Level II Technician

(Technician II-Radiography,
Ultrasonics or Eddy current)

Classification	\$/Hour
- with 3 Certificates	\$26.01
- with less than 3 Certificates	24.70
Level I Technician (Technician 1-Radiography, Ultrasonics or Eddy current)	
- with 2 Certificates	21.06
- with less than 2 Certificates	20.02
Level II Magnetic Particle and Liquid penetrant (both)	19.77
Trainee	
- with 1 Certificate	16.65
- AECB/CEDO Operator	16.13
- no Certificates	12.48
For QCCC Members only	
CWB Level III	24.70
CWB Level II	19.77
CWB Level I	16.65

No member shall have a reduction in rate as a result of the implementation of these rates.

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 (CNSC 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

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.