

**NATIONAL MAINTENANCE AGREEMENT
INTERMITTENT VERSION
PROVINCE OF NEWFOUNDLAND
AND
LABRADOR**

COLLECTIVE AGREEMENT

BETWEEN

THE NATIONAL MAINTENANCE COUNCIL FOR CANADA

AND

ALL CONTRACTORS WORKING ON

**MAINTENANCE, REPAIR, REVAMP,
RENOVATION AND UPKEEP**

OF

**VARIOUS INDUSTRIAL OPERATING FACILITIES
IN**

**THE PROVINCE OF NEWFOUNDLAND AND LABRADOR
AS AGREED BY THE COUNCIL**

INDEX

<u>SUBJECT</u>	<u>ARTICLE NUMBER</u>	<u>PAGE</u>
Recognition	1.000	2
The Company and the Unions	2.000	2
Union Security	3.000	3
Scope of Work	4.000	3
Definitions	5.000	4
Grievances	6.000	5
Union Representation	7.000	7
Stewards	8.000	7
Wages	9.000	8
Benefits & Other Monetary Funds	10.000	8
Compensation Insurance	11.000	9
Holidays	12.000	9
Reporting Time	13.000	9
Travel & Subsistence	14.000	9
Work Breaks	15.000	9
Work Hours Per Day, Overtime, Shifts & Overtime Meals	16.000	10
Transportation	17.000	12
Safety	18.000	12
Apprentices	19.000	12
Hiring & Transfer of Men	20.000	12
Crew Size, Supervision & Foremen	21.000	13
Lockout & Work Stoppage	22.000	13
Management Clause	23.000	13
Duration - Termination of Agreement	24.000	14
Appendix 'A'		15
Appendix 'B'		16
Appendix 'C'		17
Appendix 'D'		18
Appendix 'E'		19
Administration Fund		20

NATIONAL MAINTENANCE AGREEMENT

This Agreement is entered into this 1st day of November 2006

By and Between

Those Employers described in Appendix "B"

hereinafter referred to as the "**COMPANY**"

and

those International Unions who compose
THE NATIONAL MAINTENANCE COUNCIL

hereinafter referred to as the "**UNION**"

For the purpose of maintenance, repair, revamp, renovation and

upkeep work for

VARIOUS INDUSTRIAL OPERATING FACILITIES

**AS AGREED BY THE COUNCIL
AND LISTED IN APPENDIX "C"**

The Council is composed of the International Unions as listed in Appendix "A".

Whereas the Company is engaged in the business of plant maintenance (as defined in Article 5) with miscellaneous industries, and this work is of importance to the Unions herein listed, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Council on behalf of its affiliates herein listed, with the Company, wish to enter into an agreement for their mutual benefit covering work of this nature.

Whereas the Member Unions have in their membership throughout the area members competent and qualified to perform the work of the Company.

Whereas, in order to ensure relative equity and uniform interpretation and application, the Unions, through the duly appointed and constituted Council for Maintenance in Canada, wish to negotiate and administer the said Collective Agreement in concert, each with the other, and all with the Company.

Whereas the Company and the Council desire to mutually establish hours of work and working conditions for the Employees on an area basis to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

Whereas the Company and the Council agree that due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of the Agreement, and provisions must be made to achieve this end.

Whereas, it is recognized that all Employees covered by this Agreement, shall have the protection of all existing Federal, Provincial and Local laws applicable to Employees in general, any provisions in this Agreement which are in contravention of any Federal, Provincial or Municipal regulations or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is now applicable. Nor shall it affect the operation of the remainder of the provisions of the Agreement within the limits to which law or regulation is not applicable.

It is, therefore, agreed by the undersigned Company and the undersigned Unions that in consideration of the mutual promises and covenants contained herein, the Maintenance Agreement be made as follows:

1.000 RECOGNITION:

1.100 The Bargaining Unit under this Agreement shall comprise all Employees of the Company, coming under the jurisdiction of the Council Members signatory to this Agreement, now employed and employed in the future for maintenance work (as defined in Article 5) at the Owner's plant site as listed in Appendix "C" of this Agreement.

2.000 THE COMPANY AND THE UNIONS:

2.100 Recognize the Council as herein duly constituted for the purpose of bargaining collectively and administering this Agreement for the members of the affiliated Unions.

2.000 THE COMPANY AND THE UNIONS: (Cont'd)

2.200 Agree to bargain collectively with the Council and to be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made pursuant thereto.

2.300 Agree that the jurisdiction recognized therein for each Union shall be the jurisdiction recognized by the AFL-CIO, provided, however, that if they or the Unions are unable to agree upon the Union which is to have jurisdiction over any group of employees, the Company will recognize one as having jurisdiction until such time as the Claimant Unions agree upon another. The work of any trade not party to the Agreement will not be interfered with by those party to the Agreement. The trades will not interfere with the decision of the Company to assign work.

3.000 UNION SECURITY:

3.100 All Employees under this Agreement, as a condition of employment, shall be members of or secure membership in the Member Union of the Council and maintain such membership in good standing.

3.200 The Company will co-operate with the Member Unions in providing employment to their members and the Unions agree to assist the Company by all means in their power to secure necessary skilled and competent workers.

3.300 When any Member Union cannot supply qualified men within forty-eight (48) hours of the date requested, (Saturday, Sunday and holidays excluded), then the Company may secure other qualified men who must immediately apply for membership in the respective Unions.

4.000 SCOPE OF WORK:

4.100 The scope of this Agreement covers all work of a maintenance nature (as defined in Article 5) assigned by the Owner to the Company and performed by the Employees of the Company covered by this Agreement, within the limits of the Owner's plant site.

4.200 The scope of this Agreement does not cover work performed by the Company of a new construction nature which is work required to erect new facilities in which event, the work shall

4.000 SCOPE OF WORK: (Cont'd)

be done in accordance with existing building construction agreements.

4.300 The Council and the Company understand that the Owner may, at his discretion, choose to perform or directly sub-contract work for any part or parts of the work necessary in his plant.

4.400 All sub-contractors to the Company under this Agreement shall abide by the terms and conditions of this Agreement, and said sub-contractor(s) will recognize Article 3.000 as contained in this Agreement.

5.000 DEFINITIONS:

5.100 Maintenance shall be defined as any work (includes repair, renovation, revamp, upkeep, etc.,) performed within the limits of a plant property, or other locations related directly thereto on existing structures or equipment to keep a manufacturing, industrial facility and/or its equipment and machinery operating.

All work performed by the company on existing equipment and machinery, including all associated work in a given plant, shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process system installation in a facility in order to increase production.

5.200 Addition of spare machinery or equipment may be done under the maintenance agreement provided it is for debottlenecking purposes. Example: There are two existing pumps. Both pumps are required to run at all times to maintain full production. A spare may be added for the purpose of having one pump down for maintenance.

5.300 Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.

5.400 In the event a dispute arises as to whether a work operation is new work or work falling within the scope of this Agreement, the matter shall be referred to the National Maintenance Council for final determination.

5.000 **DEFINITIONS:** (Cont'd)

5.500 The term "Area Labour Agreement" or such term shall mean the existing Labour Agreement under which members of any of the International Unions who are members of this Council are employed in construction in the area where work under this Agreement is being performed.

6.000 **GRIEVANCES:**

6.100 It is agreed that it is the spirit and intent of this Agreement to adjust grievances promptly. All grievances, including discharge for just cause, but not those pertaining to jurisdictional disputes that may arise on any work covered by this Agreement must be initiated within fifteen (15) working days of the incident by either the employee in Step 1 of the Local Union in Step 2 and shall be handled in the following manner. It is further agreed that grievances initiated by the Company will commence at Step 2.

6.101 Step 1: Between the aggrieved employee and/or his Steward and the Company supervisor.

6.102 Step 2: Between the aggrieved employee, his Steward and/or Local Union Business Representative and his Foreman, the Supervisor and the Project Manager. If settlement is not achieved at this step, the grievance must be presented in writing to the Company and to the International Representative of the Union involved.

6.103 Step 3: Between the International Union Representative and the Labour Relations Manager or the highest official of the Company.

6.104 Step 4: A hearing shall be conducted by a National Maintenance Agreement Council Committee of the Unions signatory to this Agreement with senior officials of the Company at a meeting to be held at the place of work or a mutually agreeable location.

6.105 Step 5: If any dispute or grievance concerning the interpretation, application or violation of this Agreement cannot be settled through the procedure described above the matter may be submitted by a Signatory Union to this Agreement or the Company, to a Board of Arbitration for

6.000 **GRIEVANCES:** (Cont'd)

adjudication within 10 working days of the decision rendered by the National Maintenance Council Committee.

This Board shall consist of three (3) Arbitrators, one appointed by each party to this Agreement and the third, who shall act as Chairman, to be selected by the two so appointed. The party desiring arbitration shall appoint its Arbitrator and shall give notice in writing to the other party together with a written statement of the question to be arbitrated.

In the event that the other party does not appoint its Arbitrator within three (3) working days the appointment shall be made by the Minister of Labour for the Province of Newfoundland.

In the event the two Arbitrators appointed cannot within three (3) working days select a third Arbitrator who is willing to serve, the two Arbitrators shall jointly request the Minister of Labour of the Province of Newfoundland to designate the third Arbitrator who shall act as Chairman. This Board when selected or appointed will proceed as soon as practicable to examine into the dispute or grievance and on the basis of the facts, render its judgement. The majority or unanimous decision of the Board of Arbitration shall be final and binding and accepted by both parties for the duration of the Agreement.

In the event that a majority decision is not reached by the Board of Arbitration, the decision of the Chairman shall be deemed to be the decision of the Board and shall be final and binding and accepted by both parties for the duration of the Agreement.

The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, not to alter, modify or amend any part of this Agreement.

6.000 GRIEVANCES: (Cont'd)

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.

The Company shall provide the necessary facilities for the grievance meetings.

6.200 As an alternative to the provisions of Article 6.105, a single Arbitrator may be appointed by mutual agreement of the parties.

6.300 Grievance forms will be provided by the Company at the jobsite.

7.000 UNION REPRESENTATION:

7.100 The designated Union Representative of the Member Union shall be permitted to visit on the job after reporting to the senior Representative of the Company on the job, but will not interfere with the progress of the work.

7.200 Whenever security regulations prevent access to any job or project, the Company or its Representative, will give all possible assistance to the Union Representative in obtaining the necessary pass or permission to gain access to such job or project.

8.000 STEWARDS:

8.100 A Steward shall be a qualified worker appointed by a Member Union and confirmed in writing to the Company when designated as a Steward and also when ceasing to act as Steward. Duties shall be to deal with grievances and such matters normally handled by a Union Steward subject to the terms of this Agreement.

8.200 At lay-off, the appointed steward will be one of the last three (3) employees on the job, provided he is qualified to do the work at hand.

8.300 Prior to termination of a Steward for any reason, the Company will notify the Local Union Office.

9.000 WAGES:

9.100 The base wage rate for maintenance work shall be set at 90% of Local Area Labour Agreement base wage rates until such time as the 90% formula generates a differential of \$2.00 per hour. Once this \$2.00 differential is reached it will become the differential for that trade and maintenance rates will continue to be set at \$2.00 under the area rate for the duration of this agreement. Wages shall be paid weekly by cheque or other legal tender.

Maintenance wage rates and benefits are described in the attached Appendix 'E'.

9.200 When zone type wage structures are provided for in Area Labour Agreements in the area and are otherwise applicable in the area of the project, the project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate, unless otherwise provided for in this Agreement.

9.300 Employees who are laid off or terminated from the services of the company, shall normally receive their final wages, vacation pay due, unemployment insurance record of earnings, and apprenticeship books, before they leave the jobsite.

9.400 It is recognized that there will be certain occasions when the above procedure is not possible. In these cases final wages, vacation pay due, and unemployment insurance record of earnings will be mailed to the employee's last recorded home address within three (3) working days exclusive of Saturdays, Sundays, and Statutory Holidays.

10.000 BENEFITS & OTHER MONETARY FUNDS:

10.100 Welfare Funds, Pension Funds, Apprentice Training Funds and other Union and Employer Monetary Funds called for in the Area Labour Agreement(s) shall be paid in accordance with the said Labour Agreement(s) except that no funds shall be paid on a basis which exceed the straight time and overtime provisions of this Agreement.

10.200 The Company and all Sub-Contractors to this Agreement shall pay ten cents (\$0.10) per hour earned into an Administration Fund as approved by the National Maintenance Council for Canada to properly transact and maintain its business. This amount shall be remitted monthly to the office of the Executive Director.

11.000 COMPENSATION INSURANCE:

11.100 For all Employees covered by this Agreement, the Company shall provide Workers' Compensation and other protective insurance as may be required by law.

12.000 HOLIDAYS:

12.100 All time worked on the following holidays shall be paid at the rate of double time.

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (1st Monday in August), Labour Day, Thanksgiving Day, Remembrance Day, Christmas and Boxing Day.

12.200 Should any of the above listed holidays occur on a Saturday or Sunday, such holiday shall be observed on the Monday or Tuesday following unless changed by mutual agreement between the Company and the Union Representative.

13.000 REPORTING TIME:

13.100 When an Employee reports for work, unless previously advised there is no work available, he shall be entitled to two (2) hours pay at the appropriate day or shift rate. Should the employee start work or be required to wait at the jobsite, he shall be paid for hours worked or actual waiting time past the two (2) hours minimum.

14.000 TRAVEL AND SUBSISTENCE:

14.100 There shall be no room & board, travel allowance, mileage or pay for travel time applicable under this Agreement. The Company may however, under certain geographical and other conditions associated with some plant locations, pay an amount toward subsistence costs, to be established in conjunction with the National Maintenance Council.

15.000 WORK BREAKS:

15.100 It is agreed that all Employees covered by this Agreement will be permitted ten (10) minutes in each half of their respective regular, daily hours of work to drink coffee or refreshments on the job in the area or areas designated by the Company. It is, however, understood that this shall be done in such a manner that will not stop the normal operation of the job.

16.000 WORK HOURS PER DAY, OVERTIME, SHIFTS AND OVERTIME MEALS:

16.100 Eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday to Friday inclusive, shall constitute a week's work. The regular starting time shall be eight (8) o'clock a.m., and the regular quitting time shall be four-thirty (4:30) o'clock p.m.

16.200 When two (2) or three (3) shifts are employed, the first or day shift shall be established on an eight (8) hour worked basis, the second or afternoon shift shall be on a seven and one-half (7 1/2) hour worked day basis, and the third or night shift shall be established on a seven (7) hour worked day basis. The pay for a full shift on each of the above shifts shall be eight (8) times the hourly wage rate. Second and third shifts shall work over into Saturday a.m. on the above basis in order to complete their shift.

It is understood the mid-shift lunch breaks are unpaid.

Each shift must be scheduled for a minimum of three (3) consecutive work days. Should the shift be cancelled prior to completion of the three (3) consecutive work days, affected Employees will be paid at applicable overtime rates for all hours worked outside the regular work day, as defined in Article 16.100.

16.300 All time worked before and after the established work day of eight (8) hours, Monday through Friday, shall be paid for at the rate of time and one-half (1 1/2) for the first four (4) hours of overtime. Any overtime beyond the first four (4) hours shall be paid at the rate of double time (2).

The first eight (8) hours of overtime work on Saturday will be paid at time and one half (1 1/2). Overtime beyond this will be paid at doubletime (2).

All time worked on Sundays and Holidays shall be paid for at the rate of double time (2).

16.400 Employees shall be at their posts prepared to start work at the regular starting time.

16.000 **WORK HOURS PER DAY, OVERTIME, SHIFTS AND OVERTIME MEALS: (Cont'd)**

16.500 By mutual consent of the Company and the Union Representative, the starting and quitting times of any shift, including day work, may be changed for all or any portion of a particular job. For the purpose of this Article, the standard work day of eight (8) hours for the job or portion thereof to which any such change of starting time applies shall begin with such agreed starting time.

The Council, upon application by the Company, will consider the implementation of a four (4) ten (10) hour day standard work week, when site conditions warrant it.

16.600 Overtime Meals: When an Employee works overtime at the conclusion of and continuous with the regular work day defined in Article 16.100 and 16.200, he shall be entitled to a meal allowance when overtime work exceeds two (2) hours.

The meal break after the regular day will normally be after two (2) hours overtime and subsequent meal breaks approximately each four (4) hours thereafter. However, it will be the prerogative of the Company, in conjunction with the Job Stewards to arrange meal breaks for efficiency and convenience of the job.

When an Employee works Scheduled Overtime (work performed on Saturdays, excepting shift work defined in Article 16.200, Sundays and Holidays) he shall be entitled to a meal allowance when overtime work exceeds eight (8) hours.

When an Employee works Call-Out Overtime (overtime work performed other than continuous with the regular work day or scheduled overtime) he shall be entitled to a meal allowance when overtime work exceeds four (4) hours.

Entitlement to subsequent meal allowances will occur at approximately four (4) hour intervals during continuing overtime. No entitlement shall occur at the conclusion of overtime.

16.000 WORK HOURS PER DAY, OVERTIME, SHIFTS AND OVERTIME MEALS: (Cont'd)

All overtime meal breaks will be thirty (30) minutes in duration and will be paid for at straight time rates. However, in calculating entitlement to a subsequent meal, the thirty (30) minute break shall not count as overtime work.

The Company's obligation in respect to a meal entitlement shall be discharged by:

- a) Provision of a meal up to \$15.00
- b) Payment in lieu at the rate of \$15.00

The Council may review this amount during the lifetime of this Agreement.

17.000 TRANSPORTATION:

17.100 At plant locations where private transportation is not permitted, the Company shall furnish transportation that provides shelter from inclement weather from the gate to the jobsite and back to the gate, when said distance is one-half (1/2) mile or more.

18.000 SAFETY:

18.100 The Employees covered by the terms of this Agreement shall at all times while in the employ of the Company be bound by the safety rules and regulations as established by the Owner, Company, applicable Council Member Area Agreement, or applicable Safety Laws.

19.000 APPRENTICES:

19.100 The Council and Member Unions agree that the needs of plant maintenance may warrant differing apprentice ratios than those established. The Company and Unions, therefore, agree to negotiate such ratios from time to time as the conditions warrant.

20.000 HIRING AND TRANSFER OF MEN:

20.100 The Company agrees to hire and/or transfer men in any territory where work is being performed or is to be performed in accordance with the procedures outlined by each Council affiliates' Local Area Agreement. In reference to the 48 hour rule, Article 3.300 applies.

21.000 CREW SIZE, SUPERVISION AND FOREMEN:

21.100 The crew size shall be any number of men required to safely perform the work and shall be increased or decreased at the discretion of the Company.

21.200 The determination of the number of foremen on maintenance work, and their designation as working or non working foremen, shall be the responsibility of the Company.

The selection and retention of foremen will be the responsibility of the Company. The appointment of foremen in charge of composite or mixed crews will take into account the nature of the work to be done.

22.000 LOCKOUT AND WORK STOPPAGE:

22.100 There shall be no lockout by the Company, and no work stoppages by the Union.

22.200 In the event that local agreements terminate and no agreement is reached regarding wages, the Company, in order that continuity of work shall be maintained agrees as follows:

22.201 The employees of the affected unions will be paid the appropriately adjusted minimum wage rate and benefits negotiated in the new agreement on the effective date of the new wage rate. This is to ensure against any work stoppage on this project which would be caused by a breakdown of local negotiations.

22.300 It is agreed the work force in effect on any site will not be employed on work that is affected as a result of a Building Trades construction strike or lockout.

23.000 MANAGEMENT CLAUSE:

23.001 The Company shall have full right to direct the progress of the work and to exercise all function and control, including, but not limited to, the selection of the kind of materials, supplies, or equipment used in the execution of the work, the determination of the competency and qualifications of his Employees, and the right to discharge or lay-off any Employee for just and sufficient cause, provided, however, that no Employee shall be discriminated against. These provisions do not prohibit the Union's right to the peaceful exercise of grievance procedure if in it's judgement the spirit and intent of this Agreement has been violated.

24.000 DURATION AND TERMINATION OF AGREEMENT:

24.100 This Agreement shall become effective November 1, 2006 and will remain in full force and effect until October 31, 2009 and from year to year thereafter unless written notice to terminate or modify the Agreement is filed by either party at least sixty (60) days prior to the expiry date.

24.200 Amendments may be made at any time by mutual consent.

APPROVED AND AGREED BY THOSE SIGNATORY UNIONS ON
APPENDIX 'A' ATTACHED HERETO AND THOSE EMPLOYERS
SIGNATORY AND LISTED ON APPENDIX 'B' ATTACHED
HERETO.

APPENDIX 'A' SIGNATORY UNIONS

International Vice President
International Association of Heat
& Frost Insulators & Asbestos
Workers

General President
Labourers International Union
of North America

International Vice President
International Brotherhood of
Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers
& Helpers

General President
International Union of
Operating Engineers

Director of Canadian Operations
International Union of Bricklayers
& Allied Workers

General President
International Union of Painters and
Allied Trades

General President
United Brotherhood of Carpenters
& Joiners of America

Director of Canadian Affairs
United Association of Journeymen
& Apprentices of the Plumbing &
Pipefitting Industry of the United
States and Canada

Vice President & Canadian Consultant
Operative Plasterers & Cement
Masons International Association

General President
International Brotherhood of
Teamsters

International President
International Brotherhood of
Electrical Workers

Executive Director of
Canadian Affairs
International Association of
Bridge, Structural & Ornamental
Iron Workers

Director of Canadian Affairs
Sheet Metal Workers
International Association

APPENDIX 'B'

SIGNATORY EMPLOYERS

The list may be amended from time to time as maintenance work is awarded to maintenance employers by owners listed in Appendix 'C'.

- Alstom Power Canada Inc.
- Getsco Technical Services Ltd.
- M & M Engineering Limited.
- Saffway Scaffold Services Inc.
- C & E Refractories.

APPENDIX 'C'

The Agreement applies to industrial projects in the Province of Newfoundland as listed below:

- Newfoundland Hydro at Holyrood Generating Station.

The following projects are returned to the list effective October 31, 2009 upon review of the parties.

- Kruger Inc., Cornerbrook, NL
- Abitibi Consolidated, Grand Falls, NL

APPENDIX 'D'

SITE ACCESS PROTOCOL NEWFOUNDLAND HYDRO, HOLYROOD SITE NATIONAL MAINTENANCE AGREEMENT

- 1) It is recognized that representatives of the participating unions have access to the site, even though they may not have members working under the maintenance agreement at any given point.

- 2) It is recognized that Newfoundland Hydro controls the site and must approve each visit.

- 3) Local union representatives who wish to visit the site are to contact the site representatives of the employer they wish to visit.

Contact Person for Alstom Canada – Aldin McLaughlin, Tel #: (709) 229-2149.

Contact Person for Getsco – Mike Fowler, Tel #: (709) 229-2142.

The employer contact person will make arrangements with Newfoundland Hydro for site access and work out an acceptable time.

- 4) It is recognized that this process may take a bit of time to arrange and local union representatives are advised to contact the company a reasonable time in advance of when they wish to visit.

APPENDIX 'E'

WAGE AND BENEFIT SCHEDULES

- 1) As part of the renewal of this Agreement effective November 1, 2006, the National Maintenance Council agreed to prepare and update maintenance wage and benefit sheets for distribution to employers.

The process for establishing maintenance rates in Article 9.100 and benefits in Article 10.100 will be as follows: Once the affected union and construction industry bargaining authority sign a memorandum covering the local area construction agreement and both ratify it, the new, appropriate rates and benefits will become effective on maintenance on the appropriate dates.

Sheets will be prepared updated as appropriate and distributed to employers.

NATIONAL MAINTENANCE COUNCIL

ADMINISTRATION FUND

In accordance with Article 10.200, the Employer and all Sub-Contractors to this Agreement shall pay ten cents (\$0.10) per hour earned into the Administration Fund of the National Maintenance Council for Canada. This amount shall be remitted monthly by the fifteenth of the following month, along with a listing of the hours and trades being reported. Remittance Forms can be obtained by downloading them from the Forms Library at www.gpmccanada.com Cheques should be made payable to the National Maintenance Council and forwarded to:

National Maintenance Council for Canada
700 Dorval Drive, Suite 502
Oakville, Ontario
L6K 3V3

ATTENTION: S. M. Smillie
Executive Director

NOTICE TO CONTRACTORS.

Remittances to the National Maintenance Council must include an additional 14% Harmonized Sales Tax (HST) to be remitted along with National Maintenance Council remittances monthly.

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